

Concord Technologies Cloud Fax and NEXTSTEP End-User Addendum

These Terms of Use (these “**Terms**”) supplement the terms and conditions of the Agreement between you and Veradigm LLC (“**Agreement**”) and together with the Agreement govern your use of the Cloud Fax and NEXTSTEP services (the “**Services**”). These Terms describe your rights and responsibilities as an end-user of the Services and, together with the Agreement, govern your access to and use of the Services. By accessing or using the Services, you represent that you have read, understood, and agree to be bound by these Terms.

1. Limited Right of Access. You acknowledge the Services are provided to you hereunder subject to an agreement entered by and between Veradigm LLC (“**Veradigm**”) and Concord III, LLC d/b/a Concord Technologies (“**Concord**”). Subject to the terms and conditions of these Terms, you are hereby granted a non-exclusive, limited, non-transferable, and freely revocable right to access and use the Services for your internal business purposes, and not for resale. All rights not expressly granted herein in the Services are reserved by Concord III, LLC d/b/a Concord Technologies.
2. Service Rules. You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Services in any medium, including without limitation by any automated or non-automated “scraping”; (ii) transmitting spam or chain letters through the Services; (iii) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Services; (iv) taking any action that imposes, or may impose, an unreasonable or disproportionately large load on the Cloud Fax infrastructure; (v) uploading viruses, worms, or other software agents through the Services; (vi) using the Services for any commercial solicitation purposes; (vii) interfering with the proper working of the Services; (viii) accessing any content on the Services through any technology or means other than those provided by the Services; (ix) bypassing any measures used to prevent or restrict access to the Services, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Services or the content therein; or (x) using the Services in violation of any applicable law, regulation and convention, including those related to data privacy, international communications, exportation of technical or personal data, and the sending of certain unsolicited facsimiles.
3. End-user Responsibilities.
 - a. You are fully and solely responsible for your use of Services. You acknowledge that the Services are a passive conduit of information and that Concord has no independent knowledge of the destination nor the content of data that you may send through the Services.
 - b. You are responsible for employing policies and procedures to protect your protected health information (“**PHI**”), personally identifiable information (“**PII**”) and other sensitive data and to prevent the intentional or inadvertent submission of PHI, PII, or other sensitive information in emails, fax coversheets, free form custom fields, support requests, or other communications related to the Services.
 - c. The Services are provided for use by end-users exclusively as a tool to assist in document workflow and data management. You are responsible for having the Services configured to meet your needs consistent with recommended best practices and for the decisions you make based on your data. The Services do not engage in any decision making or professional determinations based on the data processed for you or on your behalf.
4. Termination and Suspension of Services. Services may be terminated or suspended for any end-user who violates or is reasonably suspected of violating Sections 2 or 3 of these Terms without notice or liability.

5. Changes to the Services. You acknowledge that Concord may, without prior notice, change the Services; stop providing the Services or features of the Services or create usage limits for the Services.
6. Proprietary Rights. The Services and all materials contained therein, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, and videos (the “**Concord Content**”), and all intellectual property rights related thereto, are the exclusive property of Concord and its licensors. Except as expressly provided herein, nothing in these Terms shall be deemed to create a license in or under any such intellectual property rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any Concord Content. Use of the Concord Content for any purpose not expressly permitted by these Terms is strictly prohibited. Use of any software made available for download from the Services is further governed by terms of the end user license agreement, if any, which accompanies or is included with the software.
7. Security. The Services employ commercially reasonable physical, administrative, and technical safeguards to preserve the integrity and security of your personal information and implement your privacy settings. However, there is no guarantee that unauthorized third parties will never be able to defeat security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

You are entirely responsible for maintaining the confidentiality of your password and account. You are entirely responsible for any and all activities that occur under your account. You assume all risk of any loss that you may incur as a result of someone else using your password or account. You are responsible for using commercially reasonable physical, administrative, and technical safeguards, including but not limited to appropriately configuring network security controls to preserve the privacy, integrity and security of your information.

8. No Warranty. THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. USE OF THE SERVICES IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.
9. Limitation on Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL VERADIGM OR CONCORD, THEIR AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF USE, LOSS OF DATA OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, THE SERVICES. UNDER NO CIRCUMSTANCES WILL VERADIGM OR CONCORD BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS TO OR USE OF THE SERVICES OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONCORD DISCLAIMS ANY AND ALL LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES IN THE CONCORD CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, ARISING IN CONNECTION WITH YOUR ACCESS TO OR USE OF THE SERVICES; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF THE CLOUD FAX INFRASTRUCTURE AND/OR ANY AND ALL INFORMATION, INCLUDING BUT NOT LIMITED TO PERSONAL INFORMATION, STORED THEREIN TO THE EXTENT SUCH ACCESS IS NOT CAUSED BY CONCORD’S ACTS OR OMISSIONS; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR

FROM THE SERVICES; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY; (VI) ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY INFORMATION OR MATERIALS TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICES. IN NO EVENT SHALL VERADIGM OR CONCORD, THEIR AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, DAMAGES, LOSSES, COSTS OR FINANCIAL OBLIGATIONS OF ANY KIND IN AN AMOUNT EXCEEDING \$1,000.00.

10. Prohibited/Fraudulent Faxes and Traceback. You understand and acknowledge that if Concord receives a request from an entity authorized to perform "tracebacks," including the Industry Traceback Group ("ITG") and any successor entities, for information about fax traffic sent through Concord, or other utilized underlying networks, which is reasonably believed to be prohibited traffic, to the extent required by law or regulation Concord will promptly respond to the authorized traceback request. You understand and acknowledge that Concord will provide all requested information required by law or regulation to the traceback administrator without requiring a subpoena or similar legal process. You agree to cooperate as needed with any such traceback request.
11. Third-Party Beneficiary. You agree that Concord is an express third-party beneficiary of these Terms having the right to enforce them directly against You, as applicable. Except as expressly provided in this paragraph, nothing in these Terms is intended or shall be construed to give any other person or entity, any legal or equitable right, remedy, or claim under or in respect of these Terms.
12. No Waiver. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and the failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.
13. Severability. If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.