

RELAYHEALTH PROVIDER TERMS OF USE - FEBRUARY 2011

This agreement (the "Agreement") contains the terms and conditions on which RelayHealth, a division of Change Healthcare Technologies, LLC. ("RelayHealth") offers its services (the "RelayHealth Services"). The RelayHealth Services are described more fully in the agreement that you have in place with RelayHealth.

The RelayHealth Services are not for use in emergency or urgent situations. You shall instruct your patients to immediately contact their local emergency services in any such situations.

Please read this Agreement carefully. It is a legally binding contract. By clicking "I Agree" below and accessing or using the RelayHealth Services, you agree to be bound by the terms and conditions of this Agreement. If you do not wish to be bound by this Agreement, you are not authorized to access or use the RelayHealth Services and/or any of its components.

1. AUTHORIZED USER REQUIREMENTS.

1.1 Permitted Users. To use the RelayHealth Services, you must be a licensed physician or other licensed healthcare professional with authority under such license to use the RelayHealth Services (such licensed physician or other licensed healthcare professional a "Provider") or a non-physician staff member or other individual authorized to use the RelayHealth Services by a Provider that has agreed to this Agreement (an "Authorized User"). By registering to use and using the RelayHealth Services, you warrant and represent that you have reasonable and customary levels of malpractice and related liability insurance coverage for you and any Authorized User, including but not limited to coverage for electronic messaging for patient encounter and treatment situations. If you are registering on behalf of a Provider group (a "Group"), you represent and warrant that (a) you have the authority to accept this Agreement on behalf of all Providers associated with the Group that wish to use the RelayHealth Services, including contract Providers, and to bind such Providers to the terms of this Agreement and (b) each such person is properly licensed.

1.2 Definition of You. For purposes of this Agreement, the term "you" shall include each Provider and each Authorized User (and such authorizing Provider is responsible for ensuring such Authorized Users compliance with this Agreement). If the RelayHealth Services are being utilized by a group practice or professional corporation, it is understood and agreed that the term "you" shall include each licensed Provider associated with or employed by the group practice or professional corporation who uses the RelayHealth Services, and each such person shall be deemed to have accepted this Agreement.

1.3 Definition of RelayHealth Payor. For purposes of this Agreement, the term "RelayHealth Payor" shall mean a healthcare insurer or other entity that reimburses Providers for webVisits provided in accordance with the RelayHealth Payor's criteria.

1.4 Compliance with Laws and Regulations. You and/or any other person on whose behalf you are acting in entering into this Agreement agree to use the RelayHealth Services in a manner consistent with all applicable professional and ethical standards and requirements, local, state, and national laws and regulations, and otherwise in accordance with this Agreement.

1.5 Access Fee. You agree to pay RelayHealth an access fee as may be agreed to with RelayHealth pursuant to a written agreement executed between you or your Provider Group and RelayHealth or such other agreement as may be in place with RelayHealth for your use and access to the RelayHealth Services. In the absence of an executed agreement applicable to you, you will be charged the prevailing retail access fee on a per individual Provider per month basis, which fee may be changed by RelayHealth in its sole discretion upon notice to you. To obtain a Sales Order, you should contact RelayHealth Customer Support at support@relayhealth.com or 1-866-RELAY-ME (1-866-735-2963). You agree that RelayHealth may charge the access fee and any other fees to which you become obligated hereunder to your credit card at the

beginning of each month and failure to provide valid and sufficient information to charge your card will result in the termination of your ability to use or access the RelayHealth Services.

1.6 Provider-Patient Relationship. Once you have registered, RelayHealth Services shall be solely provided pursuant to an established Provider-patient relationship and related to the treatment of your patient.

1.7 Provider Groups. As a member of a Group, you agree to review and monitor all sections of the Group Settings area on an ongoing basis and represent and warrant that you agree to composition of the Group, all prescription and/or messaging privileges assigned to the members of your Group, and all settings for and members of the Group as reflected in the Group Settings area. You agree that the designated Group Administrator(s) may assign prescription and messaging privileges on your behalf, as well as route and forward patient messages on your behalf. Group members may accept and approve patients on behalf of all members of a Group. Therefore, services provided by any member of a Group through the RelayHealth Services to a patient accepted or approved by another member of the Group will be considered to be pursuant to an established Provider-patient relationship.

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2. WEBVISITS.

2.1 The webVisit® Services. WebVisits are distinct from “Notes to Doctor” in our Services. You may make available to your patients certain interactive webVisit services. A webVisit prompts the patient to answer clinically-derived questions based upon the general symptoms and/or conditions they may be experiencing. The questions shall not be relied upon or substituted for patient-specific medical diagnosis and treatment or health care consultation. You agree to monitor all patient responses received and provide prompt treatment response. You are solely responsible for the information contained in your treatment response and any messages provided to your patient via a webVisit. RelayHealth makes no warranty as to the content of any treatment response and/or messages or the information contained therein. You are responsible for verifying the accuracy, reliability and completeness of the information contained in your treatment response and any messages sent to your patient via the RelayHealth Services. Nothing contained in the RelayHealth Services or this Agreement shall be construed, directly or indirectly, as the practice of medicine or dispensing of medical services by RelayHealth or RelayHealth Payors. Additionally, you acknowledge and agree that RelayHealth Payors do not intend to affect or influence your medical judgment or decision-making.

2.2 webVisit Fees. You may charge a fee for completed webVisits.

(a) Generally, fees for webVisits are not covered by Medicare, Medicaid, or any other or similar program or health insurance/health benefit plan (a Payor). Under this scenario, you may determine the billable fee for webVisits. These fees may only be charged directly to the patient. RelayHealth will adjudicate the webVisit on your behalf, which includes processing the patient’s credit card, retaining a transaction fee of three (3) dollars per claim, and remitting such funds to you within forty five (45) days of receipt.

(b) If patient is covered by a RelayHealth Payor on the date webVisit is generated, the process differs as described in this paragraph. The RelayHealth Payor will specify both allowable fee and patient responsibility (co-payment). RelayHealth will adjudicate the webVisit claim by using commercially reasonable efforts to (1) electronically transmit your claim for the applicable fee to the RelayHealth Payor and (2) process the patient credit card copayment amount from the patient and remit such funds to you within forty five (45) days of receipt. RelayHealth will not retain a transaction fee under this scenario. You are responsible for providing RelayHealth with the necessary information to charge the fee and/or copayment charge on your behalf. You agree that: (a) you will not submit any bills to any other Payor for RelayHealth Services; (b) RelayHealth may retain a processing fee for each private pay webVisit; and (c)

RelayHealth's obligation to pay the applicable fee and/or copayment to you arises only upon RelayHealth's receipt of such amounts from the patient or RelayHealth Payor, as applicable.

2.3 Patient Referrals. You have the ability to send a referral message and/or refer a patient to another registered and/or a non-registered Provider using the patient referral message template. By sending a patient referral message and/or attachments you represent and warrant that you have received the necessary consents from your patient as required by federal and state law, as well as any consents that may be required based upon applicable industry standard. You are responsible for confirming any information in a patient referral and/or attachments. You will use reasonable efforts to refer patients from each RelayHealth Payor according to that RelayHealth Payor's reasonable rules and procedures for referrals.

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3. MESSAGES AND OTHER ONLINE RESOURCES.

3.1 Information and Messages. RelayHealth may make available on-line general information resources ("Resources") including (a) common medical and health related topics, (b) mass-personalized preventive care electronic communication messages, (c) links to other related web sites, (d) messages regarding the RelayHealth service, and (e) specific questions for gathering information for the patients' Health Record. These Resources are not comprehensive medical texts and do not include all the potential information regarding the subject matter. The Resources shall not be relied upon as a substitute for patient-specific medical diagnosis and treatment or health care consultation and are not a substitute for seeing an appropriate health care professional for medical treatment.

3.2 Information for Resources. The Resources are compiled from a variety of providers and/or other third parties and should not be considered authored by RelayHealth. RelayHealth makes no warranty as to the content of the Resources and you are not authorized to use RelayHealth's name, logo, trademark or other service mark or refer to RelayHealth in any manner with respect thereto. If you recommend Resources for a particular patient, you are responsible for verifying the appropriateness, accuracy and completeness of the Resources with regards to their use for or by that patient. The Resources are the property of RelayHealth or its licensors and is protected by copyright, trademark, and other intellectual property laws. RelayHealth retains all right, title and propriety interest in the Resources (including, by way of example, format, styles and design). Your license to use of the Resources provided by RelayHealth or its licensors is revocable and non-transferable.

3.3 No Medical Diagnosis. The Resources are not intended to be instructional for medical diagnosis or treatment, and shall not be construed, directly or indirectly, as the practice of medicine or dispensing of medical services by RelayHealth.

3.4 RelayHealth Communications. From time to time, RelayHealth may elect to provide certain messages to your patients directly based upon demographic criteria determined by RelayHealth. RelayHealth will provide advance notification of any such communication and will identify which of your patients will receive the communication. You may restrict or modify the patients selected to receive communications or prevent RelayHealth from providing communications to your patients at any time.

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4. eSCRIPT. eScript enables Providers who are licensed to prescribe medications to transmit prescriptions and refills to pharmacies. If your patient is a member of a RelayHealth Payor, you may be able to choose from such RelayHealth Payor's formulary as provided by an outside vendor that has contracted with such RelayHealth Payor and RelayHealth. The information provided may include certain prior prescription history of the patient, and you represent and warrant that prior to any access by you to such information you have obtained the patient's consent as required by applicable law and informed the patient that such consent will be valid until revoked and may be revoked at any time. You further represent

that such access is for treatment, payment, or health care operations with respect to the patient. You have the ability to assign your prescription privileges to another Provider and/or Authorized User. By any such assignment, you represent and warrant that the assignee is authorized under all applicable laws, rules and regulations to provide such services. If you are a member of a Group, any Group Administrator for your Group will have the ability to assign your prescription privileges to another member of the Group and upon any such assignment; the Group Administrator will provide notification to your personal RelayHealth inbox. A Group Administrator may also remove a Group member's prescription privileges. The assignment of all prescription privileges shall be reflected in the "Providers in Group" and "Staff in Group" sections of the Settings area. You agree to review and monitor these sections on an ongoing basis to ensure the proper assignment of prescription privileges. You represent and warrant that you agree to all prescription and messaging privileges assigned to the members of your Group as reflected in the Settings area. Additionally, if you are an Ohio licensed physician and you use the eScript service for any patient that is a resident of the State of Ohio, you will document positive identification of the prescriber through the review, printing, and signing on a routine basis as needed by your volume of business, the eScript activity report and archive such reports for at least 3 years.

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5. **PRACTICE WEB PAGE.**

5.1 **Content.** RelayHealth creates for you a Practice Web page within the RelayHealth Services which, to a limited extent, you may customize to include content you create or for which you secure permission from third parties to use and display on your Practice Web page. You are responsible for obtaining permission to use all items of such content displayed within, or linked to, your Practice Web page. You may also include content that RelayHealth makes available which may include content created by or made available by RelayHealth or other third parties who have given RelayHealth permission to make it available; provided you do not modify, condense or otherwise alter such content.

5.2 **Use.** You agree and warrant that your Practice Web page will not be used by you for any unlawful activities. You will not post, link to, transmit, or store any content or other information or communication that is prohibited by law, regulation and/or statute or is otherwise inconsistent with professional practice. You shall not do any of the following with or through your Practice Web page:

- a. Place, display, or permit the placement or display of any content on your Practice Web page that is directed at or suitable for use or viewing by children less than 13 years of age. Federal law prohibits directing content on your Practice Web page to children under 13 years of age unless you comply with applicable laws and regulations.
- b. Place, display, or permit the placement or display of any advertising or promotional materials for or links to any commercial products or services of any third party.
- c. Place or display any content that implies any endorsement, sponsorship, guarantee, or assumption of responsibility for your services or products by RelayHealth or any third party from whom you have not received specific permission.
- d. Display the logos of RelayHealth except with RelayHealth's specific permission or as may be automatically displayed as part of your Practice Web page.
- e. Use, or attempt to modify, or manipulate, your Practice Web page, the RelayHealth web site, the RelayHealth Services or any of the hardware or software thereof in order to: (i) invade the privacy of, obtain the identity of, or obtain any personal information about any other user that is not otherwise deliberately made available thereon; (ii) modify, erase, or damage any information contained on the computer of any user connected thereto; or (iii) reverse engineer any portion of the hardware or software thereof.

5.3 **Site Monitoring.** RelayHealth may elect at its sole discretion to monitor some, all, or none of the areas of your Practice Web page for adherence to the terms of this Agreement and its policies. If RelayHealth is notified or otherwise becomes aware of actions, of you or any user of your Practice Web page, that are alleged not to conform to this Agreement or RelayHealth otherwise believes is inappropriate,

RelayHealth may investigate the allegation and determine in good faith and at its sole discretion whether to remove or request the removal of content from your Practice Web page or suspend or terminate this Agreement and/or your Practice Web page. RelayHealth shall have no liability or responsibility to you in respect of its performance or non-performance of such activities.

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6. NETWORK COMMUNICATIONS.

6.1 Email Address. You agree to keep this email address current, and hereby grant RelayHealth permission to communicate with you using this email address. To enable efficient, cost-effective communication across the network, RelayHealth requires an email address from all network users. You may opt-out of regular network communications by providing notice to RelayHealth.

6.2 Messages and Content. You agree to be solely responsible for any broadcast message that you send as well as the accuracy of the content of the healthcare messages and any other content you post on the RelayHealth site whether on your designated URL pages or elsewhere.

6.3 Costs. You agree to be solely responsible for all costs incurred by you to connect to the RelayHealth Services, including but not limited to obtaining and maintaining all telephone, computer and other equipment necessary.

6.4 Patient Verification. You agree to be solely responsible for verifying the identity, age, and authenticity of the patients who identify themselves to you and with whom you or your Authorized Users communicate through the RelayHealth Services. You also agree to obtain parental consent, consistent with applicable law, before using the RelayHealth Services to provide services to patients under the age of 18.

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7. **PRIVACY POLICY.** You and RelayHealth agree to comply with RelayHealth's Privacy Policy, the terms of which are incorporated herein by reference as if the same were fully stated herein, as such policy may be amended from time to time.

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8. **HEALTH INFORMATION.** Each patient will create a Health Record. It is your responsibility to review and confirm any information in the Health Record with your patient, whether it comes from the patient or a third party, anytime you have any interaction with a patient and will be relying in any manner upon the Health Record. Upon notification and acceptance by you of certain individuals (such as family members) as "Patient Account Managers," the Patient Account Managers will have access to other individual's RelayHealth Health Records as authorized. You represent and warrant that you have received the necessary consents from your patient as required by federal and state law or that may be required based upon applicable industry standards, to allow the designated Patient Account Manager to access the patient's Health Record. You agree to deactivate a Patient Account Manager immediately if your patient revokes his or her consent. If you will be relying in any manner upon the Health Record you agree to verify with the patient that all information provided by a Patient Account Manager for a Patient's Health Record is accurate and complete.

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9. **OPERATIONS.** RelayHealth reserves complete and sole discretion with respect to the operation of the RelayHealth Services. RelayHealth may, among other things withdraw, suspend or discontinue any functionality or feature. You are responsible for developing and maintaining procedures to protect your

information. For the sole purpose of RelayHealth's internal operation and system maintenance or as may otherwise be permitted by you, RelayHealth may use, copy, display, store, translate, and reformat your information, and distribute such information to multiple computer systems in accordance with RelayHealth's Privacy Policy. RelayHealth does not guarantee that such procedures will prevent the loss or alteration of, or improve access to your information. Except as provided for under this Agreement or applicable law, RelayHealth is not responsible for maintaining data arising from use of the RelayHealth Services. RelayHealth will handle and maintain data in accordance with its internal operating procedures. RelayHealth is not responsible for transmission errors or corruption or compromise of data carried over local or interchange telecommunication carriers.

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10. DURATION AND TERMINATION OF AGREEMENT. This Agreement shall commence upon the date you first access or use the RelayHealth Services and/or complete the registration process therein and will continue unless terminated by either party. RelayHealth reserves the right to terminate or suspend your use of or access to the RelayHealth Services for any reason, without prior notice, but RelayHealth will confirm such termination or suspension by subsequent notice, and may communicate the fact of that termination to subscribers who are your patients. This Agreement and the licenses granted hereunder shall terminate without notice in the event you (or any individuals who are "patients" pursuant to your subscription) fail to comply with the terms and conditions of this Agreement, or the rules for use of the RelayHealth Services promulgated by RelayHealth from time to time. Upon any termination, you will destroy all copies of RelayHealth Materials in your possession and cease any access to or use of the RelayHealth Services.

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11. CHANGES TO THE TERMS OF THIS AGREEMENT. Upon at least ten (10) days prior notice, RelayHealth may modify this Agreement including, but not limited to, changing the nature and extent of services offered and/or changing any fees or charges; provided that no notice shall be required for cosmetic/non-substantive changes to the Agreement. Notice for the purposes of the preceding sentence shall include posting links to the modified version of this Agreement, with an indication that change(s) have been made and/or by means of a general notice via electronic mail to your e-mail address on record with RelayHealth. Your continued use of RelayHealth Services following the effective date of any such change shall be deemed acceptance of such change.

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12. LEGAL NOTICES.

12.1 LIMITATION OF LIABILITIES. IN NO EVENT SHALL RELAYHEALTH NOR ANY OF ITS SHAREHOLDERS, AFFILIATES, DIRECTORS, MANAGERS, EMPLOYEES OR OTHER REPRESENTATIVES OR RELAYHEALTH PAYORS BE LIABLE FOR ANY DIRECT DAMAGES IN EXCESS OF (i) THE FEES PAID DURING THE PRECEDING TWELVE MONTHS, OR (ii) IN THE EVENT NO FEES WERE PAID OR REQUIRED, \$1,000. IN ADDITION, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL RELAYHEALTH NOR ANY OF ITS SHAREHOLDERS, AFFILIATES, DIRECTORS, MANAGERS, EMPLOYEES OR OTHER REPRESENTATIVES OR RELAYHEALTH PAYORS BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, WRONGFUL DEATH, LOSS OF USE, LOSS OF PROFITS, INTERRUPTION OF SERVICE OR LOSS OF DATA, WHETHER IN ANY ACTION IN WARRANTY, CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO NEGLIGENCE OR FUNDAMENTAL BREACH), OR OTHERWISE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF, OR THE INABILITY TO USE, THIS WEB SITE OR ANY SERVICE OFFERED THROUGH THIS WEB SITE OR ANY MATERIAL OR INFORMATION CONTAINED IN, ACCESSED THROUGH, OR

PRODUCTS PURCHASED ON THIS WEB SITE, EVEN IF AN AUTHORIZED REPRESENTATIVE OF RELAYHEALTH IS ADVISED OF THE LIKELIHOOD OR POSSIBILITY OF THE SAME.

RelayHealth and RelayHealth Payors are not responsible, directly or indirectly, for any claims, causes of action, liabilities, damages and expenses (including, without limitation, attorneys fees) arising out of or in any way related to any act or omission of a Provider or Authorized User that violates any legal, ethical and/or professional rule, regulation, issuance, guidance, standard or code of conduct when providing services via the RelayHealth Services.

12.2 DISCLAIMER OF WARRANTIES. THE RELAYHEALTH SERVICES AND ANY INFORMATION, PRODUCTS OR SERVICES CONTAINED THEREIN ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, TO THE FULL EXTENT PERMISSIBLE UNDER APPLICABLE LAW. RELAYHEALTH AND ITS OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AGENTS, LICENSORS, INFORMATION PROVIDERS AND SUPPLIERS HEREBY DISCLAIM AND EXCLUDE ALL IMPLIED WARRANTIES OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND MAKE NO WARRANTY AS TO THE RELIABILITY, ACCURACY, TIMELINESS, USEFULNESS, ADEQUACY, COMPLETENESS OR SUITABILITY OF THE RELAYHEALTH SERVICES. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS AGREEMENT. RELAYHEALTH DOES NOT WARRANT THAT THE RELAYHEALTH SERVICES AND ANY INFORMATION, PRODUCTS OR SERVICES CONTAINED THEREIN WILL SATISFY YOUR REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR. RELAYHEALTH DOES NOT WARRANT AGAINST HUMAN OR MACHINE ERRORS, OMISSIONS, DELAYS, INTERRUPTIONS OR LOSSES, INCLUDING LOSS OF DATA.

12.3 CERTAIN JURISDICTIONS. TO THE EXTENT ANY OF THE LIMITATIONS OF LIABILITY OR DISCLAIMERS OF WARRANTIES PROVIDED IN THIS SECTION 12 ARE RESTRICTED BY APPLICABLE LAW IN CERTAIN JURISDICTIONS, SUCH LIMITATIONS OF LIABILITY SHALL NOT APPLY IN SUCH JURISDICTIONS TO THE EXTENT OF SUCH RESTRICTIONS.

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13. HIPAA BUSINESS ASSOCIATE PROVISIONS.

13.1 Definitions.

- a. "Breach" shall have the same meaning given to such term in 42 U.S.C. § 17921(1) and 45 C.F.R. 164.402.
- b. "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- c. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- d. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by RelayHealth from or on behalf of you.
- e. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

13.2 Obligations and Activities of RelayHealth.

- a. Access to PHI. If RelayHealth is responsible for maintaining a Designated Record Set, RelayHealth will make PHI contained in a Designated Record Set available to you, or at your direction, to an Individual, pursuant to 45 C.F.R. § 164.524 and 42 U.S.C. § 17935(e)(1), as

applicable, within five business days of RelayHealth's receipt of a request from you. If an Individual makes a request for access pursuant to 45 C.F.R. § 164.524 directly to RelayHealth, or inquires about his or her right to access, RelayHealth will, within five business days of receipt of such request, forward it to you. Unless you direct otherwise, any response to such request will be your responsibility.

- b. Amendment of PHI. If RelayHealth is responsible for maintaining a Designated Record Set, RelayHealth will make PHI contained in a Designated Record Set available to you for amendment pursuant to 45 C.F.R. § 164.526 within five business days of RelayHealth's receipt of a request from you. If an Individual requests such amendment pursuant to 45 C.F.R. § 164.526 from RelayHealth, or inquires about his or her right to amendment, RelayHealth will, within five business days of receipt thereof, forward such request to you. Unless you direct otherwise, any response to such requests will be your responsibility.
- c. RelayHealth agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or by law.
- d. RelayHealth agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- e. RelayHealth agrees to report to you any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware. RelayHealth will notify you of any Breach no later than 30 days after such Breach, and such notice shall include any information required by 42 USC 17932 and 45 CFR 164.404.
- f. RelayHealth agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by RelayHealth on behalf of you, agrees to the same restrictions and conditions that apply through this Agreement to RelayHealth with respect to such information.
- g. RelayHealth agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by RelayHealth on behalf of you, available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining your compliance with the Privacy Rule.
- h. RelayHealth agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for you to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528 and 42 USC 17395(c).
- i. RelayHealth will request, use and disclose the minimum amount of Protected Health Information necessary in accordance with 42 USC 17935(b).
- j. RelayHealth will not use or disclose Protected Health Information for marketing purposes unless expressly directed by you, and will not use or disclose Protected Health Information for fundraising purposes.
- k. RelayHealth will not sell Protected Health Information consistent with 42 USC 17393(d).

13.3 Permitted Uses and Disclosures by RelayHealth. Except as otherwise limited in this Agreement, RelayHealth may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, you as specified herein, provided that such use or disclosure would not violate the Privacy Rule if done by you.

13.4 Your Obligations.

- a. You shall notify RelayHealth of any limitation(s) in your notice of privacy practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect RelayHealth's use or disclosure of Protected Health Information.
- b. You shall notify RelayHealth of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect RelayHealth's use or disclosure of Protected Health Information.

- c. You shall notify RelayHealth of any restriction to the use or disclosure of Protected Health Information that you have agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect RelayHealth's use or disclosure of Protected Health Information.

13.5 Permissible Requests. You shall not request RelayHealth to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by you.

13.6 Security Rule. RelayHealth agrees (a) to use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the EPHI RelayHealth creates, receives, maintains, or transmits on behalf of you; (b) to ensure that any agent, including a subcontractor, to whom it provides EPHI that was created, received, maintained, or transmitted on behalf of you agrees to use reasonable and appropriate safeguards to protect the EPHI; and (c) to report to you any use or disclosure of any Security Incident of which RelayHealth becomes aware. For the purposes of this Section 13.6, EPHI shall mean Protected Health Information that is transmitted by or maintained in electronic media and Security Incident shall mean the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with the system operations in an information system.

13.7 Survival. The provisions of this Section 13 shall survive any termination of this Agreement. Upon termination of this Agreement, it will be infeasible for RelayHealth to return or destroy most of the Protected Health Information provided by you to RelayHealth, or created or received by RelayHealth on behalf of you. Accordingly, the protections afforded herein shall continue to be extended to all of such retained Protected Health Information and RelayHealth shall limit further uses and disclosures of such retained Protected Health Information to those purposes that make the return or destruction infeasible, for so long as RelayHealth maintains such Protected Health Information. RelayHealth shall provide to you notification of the conditions that make return or destruction infeasible upon termination. RelayHealth shall return or destroy that portion of the Protected Health Information for which it is feasible to do so upon termination. This Section 13.7 shall apply to Protected Health Information that is in the possession of subcontractors or agents of RelayHealth.

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14. INTELLECTUAL PROPERTY.

14.1 Copyright Materials and Other Intellectual Property. The information available through the RelayHealth Services is the property of RelayHealth or its licensors and is protected by United States copyright, trademark, and other intellectual property laws and may be displayed, reformatted, and printed only for your personal, non-commercial use. Except as may be specifically permitted in this Agreement, you agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast, or circulate the information owned by RelayHealth or its licensors received through the RelayHealth Services to anyone, including but not limited to others in your organization. Any copy made of information obtained through the RelayHealth website must include the copyright notice. Use, reproduction, copying, or redistribution of RelayHealth's logos is strictly prohibited without written permission from RelayHealth. All software and accompanying documentation made available for download from the RelayHealth Services is the copyrighted work of RelayHealth or its licensors. The copyright holder retains software and documentation ownership. Ownership is not transferred to you; rather, you are licensed to use the software and documentation.

14.2 Trademarks. webVisit and RelayHealth are registered trademarks of RelayHealth. All other RelayHealth services, service names and proprietary tools, including, but not limited to eScript and Relay are trademarks of RelayHealth. All other brands and names are the property of their respective owners. Nothing contained on the RelayHealth Services should be construed as granting any license or right to use any trademark displayed on this site without the express written permission of RelayHealth or such third-party that may own the trademark.

14.3 Patents. Use of this software and/or associated software or hardware may be covered under one or more U.S. Patents Pending. Any use of these patentable assets is prohibited without the express prior written consent of RelayHealth.

14.4 Limited License. Subject to this Agreement, RelayHealth hereby grants you a limited, revocable, non-transferable and non-exclusive license to use the software, network facilities, content and documentation on and in the RelayHealth Services to the extent, and only to the extent, necessary to access, explore and otherwise use the RelayHealth Services in real time. You agree not to reproduce or copy any documentation, content, text, data, graphics, images, audio or video clips, interfaces or other materials or works of authorship ("RelayHealth Materials") in or on the RelayHealth Services unless such reproduction or copying is expressly restricted or limited with respect to such portion of the RelayHealth Material.

The license granted herein does not permit you, and you agree not to: (a) modify, translate, reverse engineer, disassemble, decompile or create derivative works of the RelayHealth Materials or any other part of the RelayHealth Services or allow a third party, whether directly or indirectly (including, but not limited to the direct or indirect use of wizards, agents, bots, or other utilities), to modify, translate, reverse engineer, disassemble, decompile or create derivative works of the RelayHealth Materials or any other part of the RelayHealth Services, except as expressly permitted in writing by RelayHealth or by law; or (b) transfer, distribute, sell, lease, rent, disclose or provide access to the RelayHealth Materials or any other part of the RelayHealth Services to any third party unless specifically permitted herein or use the RelayHealth Materials or RelayHealth Services to provide service bureau, time sharing or other services to third parties.

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15. MISCELLANEOUS.

15.1 Record Retention. RelayHealth reserves the right to maintain, delete or destroy all communications and materials posted or uploaded to the RelayHealth Services pursuant to its internal record retention and/or destruction policies as such policies may be amended. At a minimum, RelayHealth will retain information as long as required by any applicable law or regulation. Copies of RelayHealth's record retention and/or destruction policies are available to you upon written request.

15.2 Third Party Sites. Although the RelayHealth may include links providing direct access to third-party Internet sites as a convenience, the inclusion of a link does not imply endorsement of the linked site by RelayHealth. RelayHealth takes no responsibility for the content or information contained on those other sites, and does not exert any editorial or other control over those other sites. Nor does RelayHealth take responsibility for the privacy policies and practices of these third-party links.

15.3 Indemnity. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS RELAYHEALTH, RELAYHEALTH PAYORS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, SUPPLIERS AND AFFILIATES FROM AND AGAINST ALL LOSSES, LIABILITY, EXPENSES, DAMAGES AND COSTS, INCLUDING REASONABLE ATTORNEYS FEES, ARISING OUT OF OR RELATED TO ANY BREACH OF THIS AGREEMENT, YOUR RELATIONSHIP WITH A PATIENT, ANY NEGLIGENT OR WRONGFUL ACTION OR OMISSION BY YOU RELATED TO YOUR USE OF OR PROVIDING OF SERVICES THROUGH RELAYHEALTH, OR ANY NEGLIGENT OR WRONGFUL USE OF RELAYHEALTHS SERVICES (INCLUDING, WITHOUT LIMITATION, INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS OR NEGLIGENT OR WRONGFUL CONDUCT) BY YOU OR ANY OTHER PERSON ACCESSING YOUR ACCOUNT.

15.4 Third Party Rights. The provisions of paragraphs 15.3 (Indemnification) and paragraphs 12.1 (Limitation of Liability) are for the benefit of RelayHealth, RelayHealth Payors and their respective

affiliates. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

15.5 Survival. The provisions of paragraphs 7 (Privacy), 12 (Legal Notices), 13 (HIPAA), 14 (Intellectual Property), 15.3 (Indemnification) and 15.4 (Third Party Rights), and any liabilities or payment obligations that have accrued prior to termination, shall survive any termination of this Agreement. All licenses granted by RelayHealth under this Agreement shall be revoked as of the termination of this Agreement.

15.6 Notice. RelayHealth may deliver notice to you under this Agreement by means of electronic mail to the e-mail address you provided RelayHealth in registration, by a general notice on the RelayHealth Web site, or by written communication delivered by first class U. S. mail or express courier to your address on record in the RelayHealth Services account information. You may give notice to RelayHealth at any time via electronic mail to RelayHealth or by letter delivered by first class postage prepaid U. S. mail or overnight courier to:

RelayHealth
6475 Christie Avenue, Suite 500, Emeryville, CA 94608
Attn: Manager of Customer Support
Electronic Mail: support@relayhealth.com

15.7 Severability. The provisions of this Agreement are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be reformed, if reasonably possible, only to the extent necessary to make it enforceable.

15.8 Entire Agreement. This Agreement, together with any RelayHealth rules or policies referred to herein, represents the complete agreement between you and RelayHealth concerning the subject matter hereof, and it replaces all prior oral or written communications concerning such subject matter. RelayHealth may modify this Agreement as set forth above.

15.9 Assignment. You may not assign, transfer or delegate this Agreement or any part of it without RelayHealth's prior written consent. RelayHealth may freely transfer, assign or delegate all or any part of this Agreement, and any rights and duties thereunder, upon the giving of notice. This Agreement will be binding upon and inure to the benefit of the heirs, successors and permitted assignees of the parties.

15.10 Waiver. Failure to exercise or delay in exercising any right hereunder, or failure to insist upon or enforce strict performance of any provision of this Agreement, shall not be considered waiver thereof, which can only be made by signed writing. No single waiver shall be considered a continuing or permanent waiver.

15.11 Members of RelayHealth Payors. For any use of the RelayHealth Services with a Plan Member Patient (as defined below), you agree to review the Legal Notices page for any specific guidelines required by the RelayHealth Payor of which such Plan Member Patient is a member and to comply with any and all provisions of such applicable guidelines, the provisions of which shall be incorporated herein with respect to the Plan Member Patient. A Plan Member Patient shall mean a patient that: (a) is a member of a health plan of a RelayHealth Payor; and (b) has received RelayHealth Services for which you intend to seek compensation.

15.12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice of law rules that may give a contrary result. You agree that any legal action or proceeding between RelayHealth and you for any purpose concerning this Agreement shall be brought exclusively in a court of competent jurisdiction sitting in Alameda County,

California, United States. You agree to submit to the personal jurisdiction of, and that venue is proper in, any federal or state court in Alameda County, California, United States. Any cause of action or claim you may have with respect to RelayHealth must be commenced within one (1) year after the claim or cause of action arises, except to the extent such limitation is not enforceable under or in violation of applicable law.

15.13 Licensure. You acknowledge and agree that you must be appropriately licensed under state law to provide services (*e.g.*, webVisit services) in the state in which the patient you are treating is located.