

## Allscripts ePrescribe™ Services Agreement

THIS IS A LEGAL AGREEMENT BETWEEN YOU (DEFINED BELOW) AND ALLSCRIPTS HEALTHCARE, LLC ("ALLSCRIPTS"). BY CLICKING "I AGREE" WITHIN THE EPRESCRIBE APPLICATION , OR BY ENTERING INTO AN ORDER AND/AMENDMENT, OR BY OTHERWISE SIGNING UP FOR AN ACCOUNT, OR BY ACCESSING OR USING THE EPRESCRIBE SERVICES (DEFINED BELOW), YOU ARE ENTERING INTO THIS ALLSCRIPTS ePRESCRIBE SERVICES AGREEMENT (THE "AGREEMENT") AND YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU REPRESENT THAT YOU ARE ACTING ON BEHALF OF YOURSELF, AS AN INDIVIDUAL, AND YOUR EMPLOYER (COLLECTIVELY, "YOU"). Please read this agreement carefully, and do not sign up for an account or use the ePrescribe Services if You are unwilling or unable to be bound by this Agreement.

THE EPRESCRIBE SERVICE FACILITATES ELECTRONIC PRESCRIBING AND RENEWALS THROUGH ALLSCRIPTS' PROPRIETARY E-PRESCRIBING SYSTEM. THE EPRESCRIBE SERVICE DOES NOT GIVE MEDICAL ADVICE, NOR DOES IT PROVIDE MEDICAL OR DIAGNOSIS SERVICES OR PRESCRIBE MEDICATION. USE OF THE EPRESCRIBE SERVICE IS NOT A SUBSTITUTE FOR THE PROFESSIONAL JUDGMENT OF HEALTHCARE PROVIDERS IN DIAGNOSING AND TREATING PATIENTS. YOU ACKNOWLEDGE THAT YOU ARE SOLELY RESPONSIBLE FOR VERIFYING THE ACCURACY OF PATIENT INFORMATION (INCLUDING, WITHOUT LIMITATION, BY OBTAINING ALL APPLICABLE PATIENT'S MEDICAL AND MEDICATION HISTORY, AND ALLERGIES), AND FOR ALL MEDICAL DECISIONS OR ACTIONS WITH RESPECT TO THE MEDICAL CARE, TREATMENT AND WELL BEING OF YOUR PATIENTS, INCLUDING, WITHOUT LIMITATION, ALL YOUR ACTS OR OMISSIONS IN TREATING THE APPLICABLE PATIENT. ANY RELIANCE BY YOU UPON THE EPRESCRIBE SERVICE SHALL NOT DIMINISH THAT RESPONSIBILITY.

YOU MAY NOT USE THE EPRESCRIBE SERVICE TO PERFORM MEDICAL DIAGNOSTIC FUNCTIONS, TO SET TREATMENT PROCEDURES OR TO SUBSTITUTE FOR THE MEDICAL JUDGMENT OF A PHYSICIAN OR QUALIFIED HEALTHCARE PROVIDER. WHEN SELECTING A NARRATIVE CONDITION OR CODED DIAGNOSIS, IF SUCH FEATURE IS AVAILABLE IN THE EPRESCRIBE SERVICE FOR WHICH YOU HAVE SUBSCRIBED, YOU MUST MAKE AN INDEPENDENT AND INFORMED JUDGMENT, BASED UPON THE PATIENT'S CONDITION AND SYMPTOMS AND/OR A PHYSICIAN'S SUBMITTED DIAGNOSIS, TO SELECT AN ACCURATE DIAGNOSIS CODE APPROPRIATE FOR THAT PATIENT. NEITHER ALLSCRIPTS, ITS LICENSORS NOR ITS CONTRACTORS MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE APPROPRIATENESS OF ANY OF THE NARRATIVE OR CODED DIAGNOSIS CODES DISPLAYED FOR ANY OR ALL PATIENTS.

### 1. DEFINITIONS.

"Administrative Rights" means the rights to administer and direct the use of a Provider's account, including the authority to provide, request, issue, administer and limit the access rights to other User accounts issued to such Provider's Authorized Workforce, as well as the rights to integrate, connect, or otherwise share Your Information with, or receive Protected Health Information from, third parties through the Services.

"Authorized Workforce" means those natural persons who are members of Your Workforce who you have identified (by their legal names, and the legal names of their employers) in Your account as authorized to access the ePrescribe Services on Your behalf.

"Confidential Information" means any information relating to Allscripts' business, financial affairs, current or future products or technology, trade secrets, workforce, customers, or any other information that is treated or designated by Allscripts as confidential or proprietary or would reasonably be viewed as confidential or as having value to Allscripts' competitors. "Confidential Information" does not include information that Allscripts make publicly available or that becomes known to the general public other than

as a result of a breach of an obligation by You. "Confidential Information" does not include individuals' health information.

"Consent" means consent or authorization by a user of the Services allowing Allscripts to take actions described under this Agreement, which the user of the Services may give in an electronic communication to Allscripts or by use of the features of the Services (such as "share," "transmit," "refer," "authorize," "opt-in," "agree" or toggling or selecting an action through a settings or activation page located within the Service, and the like). Such Consent may apply to an individual case or situation or may apply globally or programmatically based on variables that apply to an overall situation or circumstance (whether through a settings or preference page, a global "opt-in" or otherwise).

"Credentials" means any unique identifier, password, token, credential, any combination thereof, or other means Allscripts may utilize from time to time for authorizing access to all, or any portion of, the Services.

"De-Identified Health Information" means health information that has been de-identified in accordance with the provisions of the Privacy Rule.

"De-Identified Information" means De-Identified Health Information and De-Identified Personal Information.

"De-Identified Personal Information" means Personal Information from which all identifiers that could reasonably be anticipated to identify an individual by an anticipated recipient - such as individual's name, contact information, or government identifiers - have been removed.

"De-Identify" means (i) with respect to Personal Information, to make such information into De-Identified Personal Information, and (ii) with respect to health information, means to make such health information into De-Identified Health Information.

"ePrescribe Services" means the electronic medication prescribing service, that include the electronic prescribing of controlled substances provided to You by Allscripts hereunder.

"HIPAA" means the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996, and the regulations promulgated thereunder, including the Privacy Rule and the Security Rule, as amended.

"Personal Information" means information that includes an individual's name, contact information, government identifiers, or includes identifiers that could reasonably be anticipated to identify an individual personally by an anticipated recipient.

"Policies and Procedures" means Allscripts' rules, regulations, policies and procedures for access to and use of the Services, as changed from time to time and as posted electronically on Allscripts' Internet website.

"Protected Health Information" has the meaning given it in the Privacy Rule.

"Provider" has the same meaning as "health care provider" given in 45 CFR §160.103.

"Provider of Record" has the meaning set forth in Section 3.1.1.

"User" (capitalized) means a natural person who has been authorized, pursuant to this Agreement, to access the Services on Your behalf; a "user" (un-capitalized) shall mean any user of the Services.

"Workforce" means a Provider's employees, volunteers, trainees and other persons whose conduct, in the performance of work for Provider, is under the direct control of Provider, whether or not they are paid by the Provider.

"Your Health Information" means Protected Health Information that You or Your Workforce input or upload onto the ePrescribe Services, or that we receive on Your behalf from Your patients, authorized service providers, or Allscripts' third party partners pursuant to this Agreement.

"Your Information" means information that You or Your Workforce input or upload onto the ePrescribe Services, including Your Personal Information and Your Health Information.

"Your Personal Information" means Personal Information that You or Your Workforce enter or upload onto the Service.

2. **CHANGES TO AGREEMENT:** The ePrescribe Services is a service provided by Allscripts subject to the terms and conditions of this Agreement and the Business Associate Addendum attached hereto. This Agreement, together with the Business Associate Addendum attached hereto and incorporated herein by reference, constitutes the entire agreement between You and Allscripts with respect to the ePrescribe Service. Allscripts may update or change the ePrescribe Services or the terms set forth in this Agreement or the Business Associate Addendum from time to time. Accordingly, Allscripts recommend that You review the Agreement on a regular basis. You understand and agree that Your continued use of the ePrescribe Services after the Agreement or Business Associate Addendum has been updated or changed constitutes Your acceptance of the revised Agreement and/or Business Associate Addendum. Without limiting the foregoing, if Allscripts make a change to the Agreement that materially affects Your use of the ePrescribe Services, Allscripts may post notice or notify You via email or Allscripts' website(s) of any such change. Notwithstanding anything to the contrary in this Agreement, Allscripts has the right, on notice to You, immediately to terminate, suspend, or amend this Agreement, without liability: (a) to comply with any order issued or proposed to be issued by any governmental agency; (b) to comply with any provision of law, any standard of participation in any reimbursement program, or any accreditation standard; or (c) if performance of any term of this Agreement by either party would cause it to be in violation of law, or would jeopardize its tax-exempt status.

### 3. ACCESS TO THE ePRESCRIBE SERVICES.

#### 3.1 Access Rights of Providers and their Authorized Workforce.

3.1.1 Provider of Record. Allscripts offer the ePrescribe Services to Providers and to natural persons who are members of such Providers' Authorized Workforce, as more fully described in this Section 3.1. All persons who sign up for an account on behalf of a Provider must furnish, among other things, that Provider's full legal name and fictitious business name(s) (i.e., trade name, d/b/a or "doing business as") as part of the sign-up process. Allscripts treats the Provider in whose name the account is established as the owner of all User accounts associated with such Provider, and we call this Provider the "Provider of Record." The Provider of Record may be changed in accordance with Section 17. The Provider of Record is a party to this Agreement for all purposes and shall be subject to all of the provisions that are applicable to the person addressed as "You" in this Agreement. Although a member of a Provider of Record's Authorized Workforce may have signed-up for an account or electronically entered into this Agreement, or may continue to administer Administrative Rights on the Provider of Record's behalf, only the Provider of Record is entitled to any of the rights, remedies or benefits under this Agreement and control over the Administrative Rights. The Provider of Record is likewise subject to, and we may enforce against it, all of the covenants, obligations, restrictions, limitations, acknowledgements, Consents, representations, warranties, waivers and releases included in this Agreement. The Provider of Record may delegate Administrative Rights to one or more members of the Provider of Record's Authorized Workforce, but the Provider of Record remains responsible for all activity occurring thereunder.

(a) Incomplete or Inaccurate Registration Information. A Provider that has failed to complete the registration information sufficient to establish itself as the Provider of Record may not be

able to access all of the ePrescribe Services. In addition, until such Provider completes such registration information, such Provider agrees and acknowledges that it is subject to, and we may enforce against it, all of the covenants, obligations, restrictions, limitations, acknowledgements, Consents, representations, warranties, waivers and releases set forth in this Agreement that are applicable to the person addressed as "You" in this Agreement, and such Provider hereby grants and makes all rights, waivers and releases set forth in this Agreement that are granted and made by the person addressed as "You" in this Agreement, but such Provider is entitled to none of, and hereby waives and agrees not to assert any of, the rights, remedies or benefits under this Agreement (other than Allscripts' assurances and obligations under the Business Associate Addendum, which such Provider shall have the right to enforce). Once a Provider's registration has been submitted sufficient to establish its status as the Provider of Record, this provision shall cease to apply.

3.1.2 Authorized Representatives. An authorized representative of a Provider may obtain an account on behalf of such Provider, and may have administrative privileges on the account. We call the person(s) authorized to act on behalf of a Provider the "Authorized Representative(s)" of such Provider. The Provider and Authorized Representative may be the same person. If You are establishing an account or taking any action with respect to a Provider's account, You represent and warrant that (a) You have the authority to act on such Provider's behalf either as owner/principal or as a member of such Provider's Authorized Workforce, (b) the information You submit is complete and accurate, and (c) You have the authority to enter into this Agreement on behalf of such Provider and bind such Provider to the covenants, obligations, restrictions, limitations, acknowledgements, Consents, representations, warranties, grants, waivers and releases contained in this Agreement. If You are an Authorized Representative, You recognize that You have no personal rights with respect to such Provider's account, and that such Provider may change the Authorized Representative at any time, for any or no reason, with or without notice.

3.1.3 Authorized Workforce. If You are a member of a Provider's Authorized Workforce, and such Provider has authorized You to access the ePrescribe Services on its behalf by authorizing a Credential for You, then You are authorized under this Agreement to access the Services solely on behalf and at the direction of such Provider. As such, You may sign in and use the functionality of the ePrescribe Services solely on behalf and at the direction of such Provider. You consent to and authorize the disclosure to such Provider any content related to, or otherwise generated by Your use of the Services, including secure messages. You hereby agree and acknowledge that You are subject to, and we may enforce against You, all of the covenants, obligations, restrictions, limitations, acknowledgements, Consents, representations and warranties set forth in this Agreement that are applicable to the person addressed as "You" in this Agreement, and You hereby grant and make all rights, waivers and releases set forth in this Agreement that are granted and made by the person addressed as "You" in this Agreement, but You are entitled to none of, and hereby waive and agree not to exercise or assert any of, the rights, remedies or benefits under this Agreement other than the limited, non-exclusive, non-transferable, personal right under this Section 3.1.3 to sign in and use the functionality of the Services solely on behalf and direction of such Provider. Notwithstanding the applicable provisions of Section 16, You acknowledge that Your access to the Services may be terminated by the Provider or us at any time, for any reason or no reason at all, with or without notice. By (i) accessing any of the Services under a Provider's account(s), or (ii) contacting us by any means and requesting or directing Allscripts to take any action with respect to any Provider's account(s) or data held by such account(s), or (iii) asserting any right or authority with respect to such account(s) or data, You represent and warrant that You have the authority to act on such Provider's behalf and that You are not using the ePrescribe Services, or otherwise engaging in the activities described in clauses (i) through (iii) above, for the benefit or at the direction of any person or entity other than such Provider, including Yourself.

3.2. Passwords And Access: The ePrescribe Service is structured to allow access only to users with valid Credentials. You will be responsible for the assignment of access and usage privileges to users of the ePrescribe Service, including but not limited to taking all reasonable steps to ensure that no unauthorized person shall have access to Your Credentials or account. It is Your sole responsibility to: a) control the dissemination and use of activation codes and passwords; b) authorize, monitor, and control access to and use of Your \ account and password; c) promptly inform Allscripts of any need to deactivate a password. Your assignment of access and usage privileges shall be in conformity with applicable laws and regulations, including but not limited to those related to proper licensure of users. You will be responsible for ensuring that the licensing information and the dates for permitted use of the ePrescribe Service are correctly entered and updated. Allscripts is responsible for neither the granting nor monitoring of User privileges to the ePrescribe Service nor any incorrect entry or lack of updating of licensing information by You. You grant Allscripts and all other persons or entities involved in the operation of the ePrescribe Service the right to transmit, monitor, retrieve, store, and use Your Information in connection with the operation of the ePrescribe Service. Allscripts cannot and does not assume any responsibility or liability for any information You submit, or Your or third parties' use or misuse of information transmitted or received using the ePrescribe Service.

3.3. User Identification. Allscripts authorizes You and Your Authorized Workforce to use the Credentials uniquely assigned to, or selected by, each such individual User. You acquire no ownership rights in any such Credentials, and such Credentials may be revoked, reset or changed at any time in the discretion of Allscripts or the Provider of Record. You will adopt and maintain reasonable and appropriate security precautions for Your Credentials to prevent their disclosure to or use by unauthorized persons. Each member of Your Authorized Workforce shall have and use a unique identifier. You will ensure that no member of Your Workforce uses Credentials assigned to another Workforce member.

3.4. Verification And Licensure. You agree that Your use of the ePrescribe Services, or certain features or functionality within the ePrescribe Services, may be subject to verification by us of Your identity and credentials as a health care provider or health care professional, and to Your ongoing qualification as such. You represent and warrant that (a) all of the information and data submitted to Allscripts as part of the ePrescribe service enrollment process is accurate and complete and that you have the authority to submit all such information and data. You agree that we may use and disclose Your Personal Information for such purposes, including making inquiry of third parties concerning Your identity and professional and practice credentials. You authorize such third parties to disclose to Allscripts such information as we may request for such purposes, and You agree to hold them and Allscripts harmless from any claim or liability arising from the request for or disclosure of such information. Notwithstanding the applicable provisions at Section 14, You agree that we may terminate Your access to or use of the Services at any time if we are unable at any time to determine or verify Your identity, qualifications or credentials. You represent and warrant that (a) all of Your Information submitted to Allscripts as part of the ePrescribe Service enrollment process is accurate and complete and that You have the authority to submit all Your Information; (b) as of the date You first click "I Agree" below, You have all permits and licenses (including without limitation a valid state license) necessary for You to legally prescribe medication, including without limitation controlled substances, if applicable; (c) during the Term of this Agreement and Your use of the ePrescribe Service, You will maintain all such licenses and permits in full force and effect; (d) You and/or each Provider shall meet any identity proofing requirements, and if applicable, any biometric identity proofing requirements, during the Term and (e) You will immediately (1) cease any and all use of the ePrescribe Service if, at any time during the term of this Agreement and Your use of the ePrescribe Service, You no longer have the right to legally prescribe medication and (2) disable access to the ePrescribe Service for any Provider who at any time during the term of this Agreement no longer has the right to legally prescribe medication. You acknowledge and agree that Allscripts has the right to (i) take all steps necessary to confirm Your identity and otherwise verify Your Information You provide to Allscripts, including without limitation, the right to submit such information and data to third parties; (ii) otherwise use Your Information in the course of the ePrescribe Service enrollment process or the Allscripts ePrescribe Service for any legal purpose (including without limitation, the right to share Your Information with third parties); and (iii) use Your Information to contact You regarding the Allscripts

ePrescribe Service, or any other product or service that we believe might be of interest to You. You specifically consent to the foregoing uses of such information and data. You agree to defend, indemnify, and hold Allscripts, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, the provision, receipt or use of any information or data submitted to Allscripts hereunder and for any breach of these terms. ALLSCRIPTS RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO DETERMINE YOUR AND PROVIDER ELIGIBILITY FOR AND/OR DISABLE YOUR OR PROVIDER ACCESS TO THE EPREScribe SERVICE IN THE EVENT A YOU OR A PROVIDER VIOLATES ANY OF THE ABOVE REPRESENTATIONS OR VIOLATES THE ALLSCRIPTS EPREScribe SERVICES IMPLEMENTATION GUIDE.

3.5. Subscription. Certain features and functionality within the ePrescribe Services require You to purchase a separate subscription. If You elect to purchase such subscription, You shall abide by the Terms and Conditions for Purchase set forth below.

3.6. Information You Submit And Access: You agree to (a) obtain from Your patients all requisite written consents in order to utilize the capabilities of the ePrescribe Services in compliance with applicable laws, rules and regulations, including, but not limited to HIPAA (hereinafter defined), and to carry out the purposes of this Agreement, (b) use any data provided via the Allscripts ePrescribe Service, including but limited to Protected Health Information, plan eligibility data, formulary data and claim history data, solely to carry out treatment, payment and health care operations described in § 164.506(c) of the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164 (the "Privacy Rule"); and (c) use all such data in compliance with the minimum necessary standard described in § 164.502(b) of the Privacy Rule. " Allscripts may use any data provided via the Allscripts ePrescribe service, including but not limited to PHI, in connection with the provision of the Allscripts ePrescribe services hereunder and as otherwise permitted by applicable laws (including without limitation, HIPAA). A Business Associate Addendum is hereby incorporated herein. When using Allscripts ePrescribe service, information will be transmitted over a medium that may be beyond the control and jurisdiction of Allscripts and its suppliers and licensors. Accordingly, Allscripts assumes no liability for or relating to the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Allscripts ePrescribe service.

3.7. License, Use And Ownership: Subject to Your full compliance of the terms and conditions of this Agreement and Allscripts' Policies and Procedures, Allscripts grants You a personal, limited, non-transferable, nonsublicensable, non-exclusive right to access and use, during the term of Your subscription, the ePrescribe Services solely in furtherance of Your internal business purposes, subject to the limitations specified herein, and only where allowed by law. Allscripts authorizes You to view or download (if downloading is otherwise permitted by Allscripts) a copy of Allscripts ePrescribe software solely for Your personal use in connection with the practice of medicine; provided, however, You may allow any number of non-physician users to use Allscripts ePrescribe software and content, but only in support of Your legal and professional use and provided further that You agree that You are responsible for such users' compliance with all the terms of this Agreement. The ePrescribe Service and its associated software and content is protected by copyright under both United States and foreign laws. The ePrescribe Services and its associated software and content are the proprietary copyrighted property of Allscripts or its licensors. Title and ownership to the ePrescribe Services and its associated software and content shall be and at all times remain with Allscripts and its licensors. The rights granted by Allscripts to You hereunder do not include the right to develop derivative or related works to the ePrescribe Services and its associated software or content. You will obtain no rights to the ePrescribe Services except for the limited rights to use the ePrescribe Services expressly granted by this Agreement. Any use of the ePrescribe Services not expressly permitted herein is a breach of this Agreement and may violate copyright, trademark, and other laws. All rights not expressly granted herein are reserved to Allscripts and its licensors. If You violate any provision of this Agreement, Your rights to use the ePrescribe Services automatically terminates and You must immediately destroy any copies You have made of any portion of the materials.

3.8. Restrictions On Use. You shall not, nor shall You cause or permit any third party to, under any circumstances, (a) distribute, rent, sell, lease or otherwise display, disclose, transfer or make available the ePrescribe Services, in whole or in part to any other person, entity, business or other third party; (b) copy, modify, change, reverse assemble, reverse compile or reverse engineer the ePrescribe Services, in whole or in part, or otherwise attempt to discover any source code of the software used by the Services or underlying proprietary information of Allscripts; (c) combine, integrate, render inoperable, or otherwise access for purpose of automating data conversion or transfer, the Services or associated software with any other software or services not provided or approved by Allscripts.. You may not use or allow any person to examine the ePrescribe Services for the purpose of creating another system and You will not use or disclose any data or information relating to the ePrescribe Services, or the technology, ideas, concepts, know-how or techniques embodied in the ePrescribe Services, except as necessary to access and use the ePrescribe Services as expressly granted under this Agreement. You shall use the ePrescribe Services only in accordance with its directions for use and Allscripts' Policies and Procedures and only in connection with Your internal business purposes conducted at the address(es) identified in connection with Your registration.

### 3.9 Permitted Uses.

3.9.1 Subject to the terms of this Agreement, You may use Your Health Information for any purpose expressly permitted by applicable law, including treatment, payment and health care operations.

3.9.2 You will not use the ePrescribe Services for any purposes other than those described in Section 11.1. In particular, You will not:

(a) reproduce, publish, or distribute content in connection with the ePrescribe Services that infringes any third party's trademark, copyright, patent, trade secret, publicity, privacy, or other personal or proprietary right; nor

(b) use the ePrescribe Services to transmit illegal, obscene, threatening, libelous, harassing, or offensive messages, or otherwise unlawful material.

(c) In addition, to further safeguard the confidentiality, integrity and availability of the information and other elements housed in the ePrescribe Services, as well as the stability of the ePrescribe Services, You agree You will not, nor attempt to, or authorize anyone to, or attempt to:

(c) (i) Abuse or misuse the ePrescribe Services, including gaining or attempting to gain unauthorized access to the ePrescribe Services, or altering or destroying information housed in the ePrescribe Services; (ii) use the ePrescribe Services in a manner that interferes with other users' use of the ePrescribe Services; (iii) use the ePrescribe Services in any manner that violates Allscripts' Policies and Procedures; or (iv) use any ad blocking mechanism, device, or tool to prevent the placement of advertisements in the ePrescribe Services;

(d) Circumvent any technical measures we have put in place to safeguard the ePrescribe Services or the confidentiality, integrity or accessibility of any information housed thereon, or any technical measures we have put in place to restrict access to the ePrescribe Services solely to the class of persons expressly so authorized pursuant to Sections 3.1.1 through 3.1.3; and

(e) Access any portion of the ePrescribe Services other than with a commercial browser (such as Microsoft Edge, Mozilla Firefox or Google Chrome) or mobile applications developed and operated by Allscripts.

3.10. Clinical Support Information. Allscripts may provide information to assist You in clinical decision-making. This may include information and reminders concerning drug interactions, allergies, dosages, as well as general health-care related information and resources. You agree that the information and materials available through the ePrescribe Services are for informational and educational purposes only and are not intended to constitute professional advice, diagnosis or treatment, or to substitute for Your professional judgment. Information may be placed in the ePrescribe Services by Allscripts and by third parties beyond Allscripts' control, including by funding sources of such information. Allscripts is not responsible for the accuracy or completeness of information available from or through the ePrescribe Services. You assume full risk and responsibility for the use of information You obtain from or through the ePrescribe Services, and neither Allscripts nor any of its licensors or data providers are responsible or liable for any claim, loss, or liability arising from use of the information. Allscripts does not recommend or endorse any provider of health care or health-related products, items or services, and the appearance of materials in the ePrescribe Services relating to any such products, items or services is not an endorsement or recommendation of them. You will review the definitions, functionality, and limitations of the ePrescribe Services, and to make an independent determination of their suitability for Your use. Allscripts and its suppliers and licensors disclaim all warranties, whether expressed or implied, including any warranty as to the quality, accuracy, and suitability of the information provided by the ePrescribe Services for any purpose.

### 3.11. Safeguards.

3.11.1 You will implement and maintain appropriate administrative, physical and technical safeguards to protect information within the ePrescribe Services. Such safeguards shall comply with federal, state, and local requirements, including the Privacy Rule and the Security Rule, whether or not You are otherwise subject to HIPAA. You will maintain appropriate security with regard to all personnel, systems, and administrative processes used by You or members of Your Workforce to transmit, store and process electronic health information through the use of the ePrescribe Services.

3.12.2 You will immediately notify Allscripts of any breach or suspected breach of the security of the ePrescribe Services of which You become aware, or any unauthorized use or disclosure of information within or obtained from the ePrescribe Services, and You will take such actions to mitigate the breach, suspected breach, or unauthorized use or disclosure of information within or obtained from the ePrescribe Services as Allscripts may direct, and will cooperate with Allscripts in investigating and mitigating the same.

3.12. No Third-Party Access. Except as required by law, You will not permit any third party (other than persons who satisfy the definition of Authorized Workforce and meet the requirements of Section 3.1.3) to use or access the ePrescribe Services without Allscripts' prior written agreement. Nor will You authorize or assist any person or entity in accessing, or attempting to access, any portion of the ePrescribe Services via any means other than a commercial browser (such as Microsoft Edge, Mozilla Firefox or Google Chrome) or a mobile app that we have authored and provided to You. You will promptly notify Allscripts of any order or demand for compulsory disclosure of health information if the disclosure requires access to or use of the ePrescribe Services. You will cooperate fully with Allscripts in connection with any such demand. You will also notify Allscripts in the event that any person or entity, whether or not a member of Your Authorized Workforce, (a) attempts to access the ePrescribe Services by any means other than a commercial browser, (b) claims to offer a service or system that "integrates with" Allscripts' ePrescribe Services or (c) requests to use Your Credentials or requests that You obtain Credentials in order to access to the ePrescribe Services in a manner that would violate this Agreement if You engaged in such activity.



3.13. Your Workforce. You may permit Your Authorized Workforce to use the ePrescribe Services on Your behalf, subject to the terms of this Agreement. You will:

3.13.1 require each member of Your Authorized Workforce to have unique Credentials, and will provide the legal name(s) of each such member for which You are seeking Credentials;

3.13.2 train all members of Your Authorized Workforce in the requirements of this Agreement and the Policies and Procedures relating to their access to and use of the ePrescribe Services, and ensure that they comply with such requirements;

3.13.3 take appropriate disciplinary action against any member of Your Workforce who violates the terms of this Agreement or the Policies and Procedures;

3.13.4 ensure that only the person to whom a specific set of Credentials have been assigned accesses the ePrescribe Services with such Credentials; and

3.13.5 immediately notify Allscripts of the termination of employment of any member of Your Authorized Workforce, or of Your withdrawal of authorization for any such person to access the ePrescribe Services.

3.14. Compliance With Law. You are solely responsible for ensuring that Your use of the ePrescribe Services complies with applicable law, including laws relating to the maintenance of the privacy, security, and confidentiality of patient and other health information. You will not grant any user, including members of Your Authorized Workforce, any rights to access or use the ePrescribe Services that they would not be allowed to have under applicable laws. You are solely responsible for compliance with all laws relating to the transmission of text messages, automated or pre-recorded phone calls, faxes, email and other communications for refill reminders, appointment reminders, bill pay reminders or other purposes, including, without limitation, the Controlling the Assault of Non-Solicited Pornography And Marketing Act of 2003 (codified at 15 U.S.C. Chapter 103), the Telephone Consumer Protection Act of 1991 (codified at 47 U.S.C. 227 et. Seq.), Do-Not-Call legislation and all similar international, federal or state laws. Without limiting the foregoing, You are solely responsible for obtaining any consent or other permission required by such laws from Your patients or other individuals to send any communication. We offer no assurance that Your use of the ePrescribe Services under the terms of this Agreement will not violate any law or regulation applicable to You. You acknowledge that we may share Your Information with third parties if we in good faith that disclosure of Your Information is necessary to (i) comply with a court order, warrant or other legal process, (ii) protect the rights, property or safety of Allscripts or others, (iii) investigate or enforce suspected breaches of this Agreement, or (iv) allow Allscripts' third-party partners to comply with their obligations under federal or state law.

3.15. Cooperation. You will cooperate with Allscripts in the administration of the ePrescribe Services, including providing reasonable assistance in evaluating the ePrescribe Services and collecting and reporting data requested by Allscripts for purposes of administering the ePrescribe Services.

#### 4. USE OF INFORMATION

4.1 Purpose of ePrescribe Services. The purpose of the ePrescribe Services is to allow for the electronic prescribing of medication and includes the storing of Your Health Information and (i) to make it available to You and Your Authorized Workforce for any legal purpose, including treatment, payment and health care operations and (iii) if made available as part of the ePrescribe Services, to make health information available to Your patients through a patient portal. You may make Your Health Information accessible to other Users of the ePrescribe Services, other individuals and

entities, or to Your patients through the ePrescribe Services for these purposes. You authorize Allscripts, as Your business associate, to use and disclose Your Information as follows:

4.1.1 Allscripts will permit access to Your Health Information to You and Your Authorized Workforce. You are responsible for ensuring that Your use of Your Health Information is consistent with the relevant legal restrictions.

4.1.2 Allscripts will permit access to Your Health Information to Your patients to whom You have enabled to receive access through a patient portal.

4.1.3 Allscripts may De-Identify Your Information and use and disclose De-Identified Information for any purpose whatsoever, including as provided by Section 6.

4.1.4 Allscripts may create limited data sets from Your Health Information and disclose them for any purpose for which You may disclose a limited data set; and You hereby authorize Allscripts to enter into data use agreements on Your behalf for the use of limited data sets, in accordance with applicable law and regulation.

4.1.5 Allscripts may use Your Information in order to prepare analyses and reports, such as activity or quality-metrics reports, or any other reports the ePrescribe Services makes available, in order to render these reports to You or for any of the purposes described in Allscripts' PRIVACY POLICY. Preparation of such analyses and reports may include the use of data aggregation services relating to Your treatment and health care operations, which Allscripts may perform using Your Health Information. Such reporting will be done in a manner that does not make any disclosure of Your Health Information that You would not be permitted to make.

4.1.6 Allscripts may use Your Information for the proper management and administration of the ePrescribe Services and Allscripts' business, and to carry out Allscripts' legal responsibilities, which may include Allscripts disclosing such information to one of Allscripts' business associates that has entered into a business associate agreement in accordance with the Business Associate Addendum. Allscripts may also disclose Your Information for such purposes if the disclosure is required by law (as such term is defined in 45 CFR §164.103), or Allscripts obtain reasonable assurances (as such term is interpreted or applicable in connection with or under HIPAA) from the recipient that it will be held confidentially and used or further disclosed only (a) as required by law (as such term is defined in 45 CFR §164.103), or (b) for the purpose for which it was disclosed to the recipient, and the recipient notifies Allscripts of any instances of which it is aware in which the confidentiality of the information has been breached. Without limiting the foregoing, Allscripts may permit access to the system by its contracted system developers under appropriate confidentiality agreements.

4.1.7 Allscripts may use Your Health Information to contact Your patients on Your behalf for any purpose for which You would be permitted to contact them, including for treatment and health care operations messages, such sending messages about currently prescribed medications (including refill reminders);

4.1.8 From time to time Allscripts may incorporate information Allscripts receive from Your authorized service providers, Allscripts' third party partners, or covered entities (and their business associates) who are providing or paying for medical services for one or more of Your patients, into the ePrescribe Services. Such information may include, without limitation, clinical information such as eligibility information, prior authorizations and prescription history; and shall, upon incorporation into the ePrescribe Services, be treated as "Your Health Information" for all purposes hereunder. You hereby authorize Allscripts to request and receive such information on Your behalf from such authorized service providers or Allscripts' third party partners.

4.1.9 Allscripts may use or disclose Your Health Information for other purposes, as from time to time described in Allscripts' Policies and Procedures; provided that Allscripts will not make or permit any such use or disclosure that would violate applicable law or regulation if made by You or Your business associate.

4.1.12 Allscripts may use Your Information to provide You with notifications regarding Your patients' potential eligibility for certain programs, including savings programs, coupons, sampling, educational, safety, adherence or treatment support materials or other programs which You may choose to share with Your patients ("Patient Support Programs"). These notifications and materials are not a substitute for Your professional medical judgment pertaining to the appropriateness of any such program for a given patient and You should discuss any such programs or materials with Your patients directly. Allscripts may receive remuneration in connection with presenting You with these Patient Support Programs or Support and Assessment Resources. In connection with offering or operating such Patient Support Programs or Support and Assessment Resources, Allscripts may share personally identifiable information about You for the purposes of program administration, and for assessing program eligibility, effectiveness or performance. Allscripts will only share such information with partners who are subject to confidentiality obligations. Additionally, Allscripts may disclose Personal Information about You to administrators of the Patient Support Programs or Support and Assessment Resources for recordkeeping, corporate integrity or regulatory reporting purposes.

4.2 Responsibility for Misuse by Other Users. You acknowledge that in granting access to the ePrescribe Services for the purposes set forth in Section 4.1, Allscripts will rely on the assurances of the recipients of the information as to (i) their identity and credentials, (ii) the purposes for which they are accessing the system, and (iii) the nature and extent of the information to which they will have access. You acknowledge that, while the ePrescribe Services will contain certain technical safeguards against misuse of the ePrescribe Services, it will rely to a substantial extent on the representations and undertakings of users of the ePrescribe Services. You agree that Allscripts will not be responsible for any unlawful access to or use of Allscripts' Health Information by any user resulting from the user's misrepresentation to Allscripts, or breach of the user's user agreement or Allscripts' Policies and Procedures.

4.3 Specially Protected Information. Allscripts apply the standards of the Privacy Rule in permitting access to the ePrescribe Services. You acknowledge that other federal and state laws impose additional restrictions on the use and disclosure of certain types of health information, or health information pertaining to certain classes of individuals. You agree that You are solely responsible for ensuring that Your Health Information may properly be disclosed for the purposes set forth in Section 4.1, subject to the restrictions of the Privacy Rule and applicable law, including those laws that may be more restrictive than the Privacy Rule. In particular, You will:

4.3.1 not make available to other users through the ePrescribe Services any information in violation of any restriction on use or disclosure (whether arising from Your agreement with such users or under law);

4.3.2 obtain all necessary consents, authorizations or releases from individuals required for making their health information available through the ePrescribe Services for the purposes set forth in Section 4.1;

4.3.3 include such statements (if any) in Your notice of privacy practices as may be required in connection with Your use of the ePrescribe Services; and

4.3.4 not place in the ePrescribe Services any information that You know or have reason to believe is false or materially inaccurate.

5 SPONSORED CONTENT/ADVERTISING. You understand and agree that during the term of this Agreement, Allscripts may, and may permit third parties to, place and display advertising and other information concerning the ePrescribe Services or products and services of Allscripts or third parties throughout the ePrescribe Services and/or in connection with the display of its content ("Advertisements"). The Advertisements may be funded or sponsored by third parties, and may include branded or unbranded content about medical conditions, treatments and products, or safety and regulatory information resources. Allscripts may receive remuneration from the funding sources or sponsors for placing or displaying the Advertisements. In connection with delivering the Advertisements, Allscripts may share personally identifiable information about You for the purposes of assessing program eligibility, effectiveness or performance with partners who are subject to confidentiality obligations. The Advertisement, including all of their content, are protected by copyrights, trademarks, service marks, patents or other proprietary rights separate from any protection disclosed to You or rights given to You in this license. The content and extent of the Advertisements displayed during Your use of the ePrescribe Services is subject to change without notice.

## 6. INTELLECTUAL PROPERTY RIGHTS

6.1 Individually Identifiable Health Information. You retain all rights with regard to Your Health Information, and Allscripts will only use such information as expressly permitted in this Agreement and the Business Associate Addendum.

6.2 De-Identified Information. In consideration of Allscripts' provision of the ePrescribe Services, You hereby transfer and assign to Allscripts all right, title and interest in and to all De-Identified Information that we make from Your Information pursuant to Section 4.1.3. You agree that Allscripts may use, disclose, market, license and sell such De-Identified Information for any purpose without restriction, and that You have no interest in such information, or in the proceeds of any sale, license, or other commercialization thereof. You acknowledge that the rights conferred by this Section are one principal consideration for the provision of the ePrescribe Services, without which we would not enter into this Agreement.

6.3 Other Works and Information. You hereby grant to Allscripts and its affiliates a nonexclusive, royalty-free, fully paid-up, perpetual, irrevocable, worldwide and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display any information, material or work product - other than Your Information that has not been De-Identified - You provide to this site or the ePrescribe Services. You agree that Allscripts may use, disclose, market, license, and sell such information and works, including derivative products, without restriction. You warrant and agree that any material You provide will not infringe or otherwise violate the intellectual property or other rights of others, and will not be otherwise unlawful, infringing, threatening, libelous, defamatory, obscene, pornographic, or in violation of any law.

7. INDIVIDUALS' RIGHTS. You are solely responsible for affording individuals their rights with respect to relevant portions of Your Health Information, such as the rights of access and amendment. You will not undertake to afford an individual any rights with respect to any information in the ePrescribe Services other than Your Health Information.

8. COMPUTER SYSTEMS. You agree and acknowledge that You will be required to acquire, install, configure and maintain all hardware, software and communications systems necessary to access the ePrescribe Services (Your "Implementation"). Your Implementation will comply with the specifications from time to time established by Allscripts. You will ensure that Your Implementation is compatible with the ePrescribe Services. If Allscripts notify You that Your Implementation is incompatible with the ePrescribe Services, You will eliminate the incompatibility, and Allscripts may suspend Services to You until You do so.

## 9. CONFIDENTIAL INFORMATION

9.1 Obligations. You may not disclose Allscripts Confidential Information to any other person, and You may not use any Confidential Information except for the purposes described in this Agreement. Except as otherwise provided in this Agreement, You may not, without Allscripts' prior written consent, at any time, during or after the term of this Agreement, directly or indirectly, divulge or disclose Confidential Information for any purpose. In addition, except for the purposes of using the ePrescribe Services, You will not use Confidential Information for any other purposes. You will hold all Confidential Information in strict confidence and to take all measures necessary to prevent unauthorized copying, use, or disclosure of Confidential Information, and to keep the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain its confidentiality. You will disclose Confidential Information only to members of Your Workforce who have a need to use it for the purposes of this Agreement. You will inform all such recipients of the confidential nature of Confidential Information and will instruct them to deal with Confidential Information in accordance with the terms of this Agreement. You will promptly advise Allscripts in writing of any improper disclosure, misappropriation, or misuse of the Confidential Information by any person, which may come to Your attention.

9.2 Remedies. You agree that Allscripts will suffer irreparable harm if You fail to comply with Your obligations set forth in Section 9.1, and You further agree that monetary damages will be inadequate to compensate us for any such breach. Accordingly, You agree that Allscripts will, in addition to any other remedies available to Allscripts at law or in equity, be entitled to the issuance of injunctive relief to enforce the provisions hereof, immediately and without the necessity of posting a bond.

## 10. NO WARRANTIES; DISCLAIMER.

10.1. Carrier Lines. YOU ACKNOWLEDGE THAT ACCESS TO THE ePRESCRIBE SERVICES WILL BE PROVIDED OVER VARIOUS FACILITIES AND COMMUNICATIONS LINES, AND INFORMATION WILL BE TRANSMITTED OVER LOCAL EXCHANGE AND INTERNET BACKBONE CARRIER LINES AND THROUGH ROUTERS, SWITCHES, AND OTHER DEVICES (COLLECTIVELY, "CARRIER LINES") OWNED, MAINTAINED, AND SERVICED BY THIRD-PARTY CARRIERS, UTILITIES, AND INTERNET SERVICE PROVIDERS, ALL OF WHICH ARE BEYOND ALLSCRIPTS' CONTROL. ALLSCRIPTS ASSUME NO LIABILITY FOR, OR RELATING TO, THE INTEGRITY, PRIVACY, SECURITY, CONFIDENTIALITY, OR USE OF ANY INFORMATION WHILE IT IS TRANSMITTED ON THE CARRIER LINES, OR ANY DELAY, FAILURE, INTERRUPTION, INTERCEPTION, LOSS, TRANSMISSION, OR CORRUPTION OF ANY DATA OR OTHER INFORMATION ATTRIBUTABLE TO TRANSMISSION ON THE CARRIER LINES. USE OF THE CARRIER LINES IS SOLELY AT YOUR RISK AND IS SUBJECT TO ALL APPLICABLE LOCAL, STATE, NATIONAL, AND INTERNATIONAL LAWS

10.2 No Warranties. THE ePRESCRIBE SERVICE, ACCESS TO THE ePRESCRIBE SERVICES AND THE INFORMATION CONTAINED THEREIN IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE AS TO THE OPERATION OF THE ALLSCRIPTS ePRESCRIBE SERVICE OR THE ACCURACY OF THE INFORMATION OR DATA ACCESSIBLE BY MEANS OF THE SERVICE (IN SO FAR AS SUCH WARRANTIES MAY BE EXCLUDED UNDER ANY RELEVANT LAW) . ALLSCRIPTS, ON ITS OWN BEHALF AND ON BEHALF OF ITS LICENSORS, CONTRACTORS, SUPPLIERS AND ANY OTHER PARTIES WHO MAY BE ASSOCIATED WITH THE PROVISIONING OF THE ALLSCRIPTS EPREScribe SERVICE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES WITH RESPECT TO THE EPREScribe SERVICE, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, FITNESS FOR A PARTICULAR PURPOSE AND TITLE. THE INFORMATION PRESENTED VIA THE ePRESCRIBE SERVICE DOES NOT GUARANTEE ANY INSURANCE BENEFITS WILL BE PAID. USE OF THE ePRESCRIBE SERVICE IS AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE FOR ANY AND ALL ACTS OR OMISSIONS TAKEN OR

MADE IN RELIANCE ON THE EPREScribe SERVICES OR THE INFORMATION IN THE ePRESCRIBE SERVICES, INCLUDING INACCURATE OR INCOMPLETE INFORMATION.

10.3 Other Users. YOU ACKNOWLEDGE THAT OTHER USERS HAVE ACCESS TO AND ARE USING THE ePRESCRIBE SERVICES AND THE ACTIONS OF SUCH OTHER USERS ARE BEYOND ALLSCRIPTS' CONTROL. ACCORDINGLY, ALLSCRIPTS DOES NOT ASSUME ANY LIABILITY FOR OR RELATING TO ANY IMPAIRMENT OF THE PRIVACY, SECURITY, CONFIDENTIALITY, INTEGRITY, AVAILABILITY, OR RESTRICTED USE OF ANY INFORMATION IN THE EPREScribe SERVICES RESULTING FROM ANY USER'S ACTIONS OR FAILURES TO ACT.

10.4 Unauthorized Access; Lost or Corrupt Data. ALLSCRIPTS IS NOT RESPONSIBLE FOR UNAUTHORIZED ACCESS TO YOUR DATA, FACILITIES OR EQUIPMENT BY PERSONS USING THE ePRESCRIBE SERVICES OR FOR UNAUTHORIZED ACCESS TO, ALTERATION, THEFT, CORRUPTION, LOSS OR DESTRUCTION OF YOUR DATA FILES, PROGRAMS, PROCEDURES, OR INFORMATION THROUGH THE ePRESCRIBE SERVICES, WHETHER BY ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER MEANS. YOU ARE SOLELY RESPONSIBLE FOR VALIDATING THE ACCURACY OF ALL OUTPUT AND REPORTS, AND FOR PROTECTING YOUR DATA AND PROGRAMS FROM LOSS BY IMPLEMENTING APPROPRIATE SECURITY MEASURES. YOU HEREBY WAIVE ANY DAMAGES OCCASIONED BY LOST OR CORRUPT DATA, INCORRECT REPORTS, OR INCORRECT DATA FILES RESULTING FROM PROGRAMMING ERROR, OPERATOR ERROR, EQUIPMENT OR SOFTWARE MALFUNCTION, SECURITY VIOLATIONS, OR THE USE OF THIRD-PARTY SOFTWARE. ALLSCRIPTS IS NOT RESPONSIBLE FOR THE CONTENT OF ANY INFORMATION TRANSMITTED OR RECEIVED THROUGH ALLSCRIPTS' PROVISION OF THE ePRESCRIBE SERVICES.

11. ELECTRONIC PRESCRIBING. Without limiting the foregoing:

11.1. Because of the rapidly changing legal and regulatory environment (particularly with regard to state requirements applicable to electronic prescribing and dispensing of medication), the information provided in the ePrescribe Services may not be current, and accordingly, You should not rely solely upon the ePrescribe Service for such information. IN PARTICULAR, YOU ARE SOLELY RESPONSIBLE FOR KNOWING AND COMPLYING WITH ALL APPLICABLE LAWS AND REGULATIONS WITH RESPECT TO FAXING OR ELECTRONICALLY TRANSMITTING OR PRINTING A PRESCRIPTION.

11.2. The laws of each state may vary with regard to treatment of the Drug Enforcement Agency's ("DEA") classes of drugs. You are responsible for verifying that the DEA class is correct for each prescription that You transmit via electronic transmission, if such feature is available in the ePrescribe Service. With respect to generic drugs, You are responsible for verifying that generic drugs, offered in their respective classes, are properly classified according to FDA regulations and guidelines. In prescribing generic drugs using the ePrescribe Service, You accept sole responsibility for the prescription of the generic drug for the patient, the complete review of the drug, and an understanding of its proper uses. In selecting a generic drug, You accept sole responsibility for any payor issues arising due to classification of the generic drugs.

11.3 With respect to Drug Utilization Review (including, but not limited to, drug to drug interactions), if such feature is available in the ePrescribe Service for which You have subscribed, the presence or absence of any warning through the ePrescribe Service does not imply that any drug being prescribed, or having been prescribed, is suitable or safe for the patient for whom it is being, or has been, prescribed, or for any other patient. The clinical information presented by the ePrescribe Service is generalized and may not be appropriate for any given patient. You are responsible for independently considering possible drug-to-drug interactions given a patient's history.

11.4 If You subscribe to electronic prescribing of controlled substances (EPCS) as part of the ePrescribe Service, You shall and You shall cause (and be responsible for) You and Your Authorized Workforce to comply with the Allscripts ePrescribe EPCS Implementation Guide. You acknowledge and agree that in order for You and/or a member of Your Authorized Workforce to use the electronic prescribing functionality, You and/or such member of Your Authorized Workforce must meet the identity proofing requirements on an on- going basis and shall be licensed under federal and state law to prescribe controlled substances. If You subscribe to PDMP Services You shall cause (and be responsible for) You and Your Authorized Workforce to comply with the PDMP Pass Through terms attached as Exhibit

11.5 In the event You meet the DEA regulations as an institutional entity and can conduct the identity proofing, You will not need to use a third party service provider to provide such services, however, in the event You do not meet the DEA regulations as an institutional entity You must use a third party service provider to provide credentialing services in connection with the use of the ePrescribe Service, and therefore, You acknowledges and agrees to the ID.me user terms located under the "End User License Agreement" section at <https://www.allscripts.com/allscripts-com/documents> , and can be found as Exhibit A below, are applicable to Your Authorized Workforce prescribers and You and their use of the credentialing services. These terms are not intended to create a binding agreement between the third party provider and You. The linked terms apply only to the relationship between the end users and the third party provider; they do not apply to the relationship between You and Allscripts.

12. WAIVER, RELEASE AND LIMITATION OF LIABILITY: You hereby release and forever waive any and all claims You may have against Allscripts, its officers, directors, employees, agents, consultants, information providers, licensors or suppliers for losses or damages You sustain in connection with Your use of the ePrescribe Service. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL ALLSCRIPTS, ITS LICENSORS, SUPPLIERS OR ANY THIRD PARTIES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES, (INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY, SICKNESS, DEATH, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) OR DAMAGES FOR LOSS OF PROFITS OR REVENUES THAT MAY RESULT FROM OR IN CONNECTION WITH USE OF (OR INABILITY TO USE) THE ePRESCRIBE SERVICE, OR ANY RELATED MATERIALS OR INFORMATION, WHETHER AS A CONSEQUENCE OF ANY OPERATIONAL FAILURE OF THE ePRESCRIBE SERVICE, INACCURACIES IN, OR ANY OMISSIONS FROM, THE INFORMATION, CONTENT OR DATA PROVIDED OR PROCESSED VIA THE ePRESCRIBE SERVICE, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR EVEN IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY. ALLSCRIPTS SHALL BE LIABLE ONLY TO THE EXTENT OF ACTUAL DAMAGES INCURRED BY YOU, NOT TO EXCEED ONE HUNDRED DOLLARS (\$100). Remedies under this Agreement are exclusive and are limited to those expressly provided for in this Participation Agreement. ALLSCRIPTS DISCLAIM ANY AND ALL LIABILITY FOR ERRONEOUS TRANSMISSIONS AND LOSS OF SERVICE RESULTING FROM COMMUNICATION FAILURES BY TELECOMMUNICATION SERVICE PROVIDERS OR THE ePRESCRIBE SERVICES.

13. INDEMNITY: You agree to defend, indemnify, and hold Allscripts and other users, and its and their respective affiliates, officers, directors, employees, agents, licensors, suppliers, harmless from and against any claims, actions or demands, costs, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, (a) the use of the ePrescribe Services by You or Your Workforce; (b) any breach by You or Your Workforce of any representations, warranties or obligations contained in this Agreement; (c) the actions of any person gaining access to the ePrescribe Services under Credentials assigned to You or a member of Your Workforce; (d) the actions of anyone using Credentials assigned to You or any member of Your Workforce that adversely affects the ePrescribe Services or any information accessed through the ePrescribe Services; (e) Your negligent or willful misconduct, or that of any member of Your Workforce; and (f) all medical decisions or actions with respect to the medical care, treatment and well-being of

patients, including but not limited to errors or omissions in treating such patients, and any violation of this Agreement. Your indemnification obligations in this Agreement (including this Section 10) are cumulative, and are not intended to, nor do they, limit Your indemnification obligations elsewhere in this Agreement or at law, even if such obligations arise or are occasioned or triggered by a single assertion, claim, circumstance, action, event or transaction.

#### 14. TERM; SUSPENSION; TERMINATION

14.1 Term. The Agreement and Your right to access and use the ePrescribe Service shall commence when You click "I Agree" and shall continue until terminated by either You or Allscripts.

14.2 Termination upon Notice. Notwithstanding Section 14.1, Allscripts may terminate this Agreement at any time without cause upon thirty (30) days' prior written notice to You. Notwithstanding anything to the contrary and for purposes of clarity, termination of this Agreement will automatically terminate all addenda to this Agreement.

14.3 Judicial or Administrative Procedures; Credentialing. Allscripts may terminate this Agreement immediately upon notice to You: (a) if You are named as a defendant in a criminal proceeding for a violation of federal or state law; (b) if a finding or stipulation is made or entered into that You have violated any standard or requirement of federal or state law relating to the privacy or security of health information is made in any administrative or civil proceeding; (c) You are excluded from participation in a federal or state health care program; or (d) You cease to be qualified to provide services as a health care professional, or Allscripts is unable to verify Your qualifications as such.

14.4 Suspension of Access. Allscripts may suspend access to the ePrescribe Services, in whole or in part, by You or any member of Your Workforce immediately pending Your cure of any breach of this Agreement (including the failure to pay any service fee or miscellaneous charges when due), or in the event Allscripts determine in its sole discretion that access to or use of all or a portion of the ePrescribe Services by You or the member of Your Workforce may jeopardize the ePrescribe Services or the confidentiality, privacy, security, integrity or availability of information within the ePrescribe Services, or that You or the member of Your Workforce has violated or may violate this Agreement or the Policies and Procedures, or has jeopardized or may jeopardize the rights of any third party, or that any person is or may be making unauthorized use of the ePrescribe Services with any Credentials assigned to You or a member of Your Workforce. Allscripts may terminate the access of any member of Your Authorized Workforce upon termination or change in status of his or her employment with You. Allscripts' election to suspend all or a portion of the ePrescribe Services shall not waive or affect Allscripts' rights to terminate this Agreement as permitted under this Agreement.

14.5 Obligations after Termination. Upon termination of this Agreement, You will (i) cease all use of the ePrescribe Services, (ii) pay the outstanding balance of any fees due to Allscripts, and (iii) remove all software provided under this Agreement from Your computer systems. All provisions of the Agreement which, by their nature, should survive termination shall survive termination, including Sections 1, 6, 9.10 through 13, 14.5, 16, 17.3, and 18 through 23.

14.6 Conditions for Breach. Allscripts will not be deemed to be in violation of this Agreement unless You have first given Allscripts written notice specifying the nature of the default, and Allscripts have failed within forty five (45) days of receipt of the notice either to cure the default or, if cure within such period is not practicable, to be diligently proceeding to cure the default.

15. COMMUNICATION. You acknowledge and expressly consent to Allscripts' use of an automatic telephone dialing system ("ATDS") to initiate calls, faxes or text messages to You for any business purpose, including without limitation, confirming or updating information in this application, collections of accounts receivable, marketing of Allscripts products and services, confirming information related to patient care, status of product delivery and delivery address confirmation. Your agreement to this communication provision is not a condition of purchasing any of Allscripts' goods or services.



## 16. ARBITRATION

16.1 EXCEPT FOR CLAIMS BY EITHER PARTY UNDER ANY OF THE SECTIONS OF THIS AGREEMENT LISTED IN SECTION 16.2, ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION OR VALIDITY THEREOF, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, SHALL BE SUBJECT TO FINAL AND BINDING ARBITRATION GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.). THE ARBITRATION SHALL BE CONDUCTED BEFORE A SINGLE ARBITRATOR IN ACCORDANCE WITH THE COMMERCIAL DISPUTE RESOLUTION PROCEDURES AND THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES OF THE AMERICAN ARBITRATION ASSOCIATION (THE "AAA") THEN IN EFFECT, AS MODIFIED BY THIS AGREEMENT, AND WILL BE ADMINISTERED BY THE AAA. JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS CLAUSE SHALL NOT PRECLUDE EITHER PARTY FROM SEEKING TEMPORARY OR PRELIMINARY INJUNCTIVE RELIEF IN CONNECTION WITH AN ARBITRABLE CONTROVERSY, BUT ONLY UPON THE GROUND THAT THE AWARD TO WHICH THAT PARTY MAY BE ENTITLED MAY BE RENDERED INEFFECTUAL WITHOUT SUCH PROVISIONAL RELIEF.

16.2 THIS AGREEMENT TO ARBITRATE SHALL NOT APPLY TO CLAIMS BY ANY PARTY BROUGHT UNDER AND TO ENFORCE ANY ONE OR MORE OF THE FOLLOWING SECTIONS OF THIS AGREEMENT: 3.1.2; 3.1.3; 3.9.2(c), (d), or (e); 3.12; 3.13; or, TO THE EXTENT APPLICABLE TO THE FOREGOING SECTIONS, 14.5.

16.3 THE PARTIES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF, CLASS MEMBER, OR PRIVATE ATTORNEY GENERAL IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE-ATTORNEY-GENERAL PROCEEDING. BY ENTERING INTO THIS AGREEMENT, YOU AND WE ARE EACH WAIVING THE RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIM WITH YOUR CLAIMS OR ALLSCRIPTS' CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY REPRESENTATIVE, CLASS, OR PRIVATE-ATTORNEY-GENERAL PROCEEDING. THE ARBITRATOR MAY AWARD DECLARATORY OR INJUNCTIVE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM.

16.4 Any part of this agreement to arbitrate that shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision of this agreement to arbitrate, and such other provisions shall remain in full force and effect.

## 17. AMENDING PROVIDER INFORMATION; ASSIGNABILITY OF THIS AGREEMENT; ASSURANCES

17.1 Amending Provider Information. If You are a Provider of Record, You are required to submit to Allscripts all information necessary to confirm Yourself as the Provider of Record, and maintain the accuracy of such information, in a timely fashion, during the term of this Agreement. You are also required to maintain the accuracy of all information associated with each Credential. Allscripts shall be entitled to rely on all information You submit to Allscripts under this Agreement, including pursuant to Section 3.1 or this Section 17.1. In the event that You contact Allscripts and assert that You have authority to act on behalf of a Provider or any of its account(s) or data, You hereby agree to submit to Allscripts such written certifications, assurances (which may include a written opinion of Your counsel identifying Allscripts as beneficiaries entitled to rely on such opinion), instruments or judicial process as Allscripts, in its sole discretion, may request.

17.2 Assignments. This Agreement may be transferred in its entirety by a Provider of Record in connection with the sale, transfer or reorganization of all or substantially all of the practice or business to which this Agreement relates; provided that each of the following conditions are satisfied in full: (a) an authorized representative of the transferor or transferee notifies Allscripts in writing of the transfer, the legal name of the transferee, and date of transfer; (b) the transferor or transferee submits to Allscripts such written certifications, assurances (which may include a written opinion of Your counsel identifying Allscripts as beneficiaries entitled to rely on such opinion) or instruments as Allscripts, in Allscripts' sole discretion, may request; and (c) Allscripts is satisfied, in its sole discretion, of the validity of the certifications, assurances or instruments submitted pursuant to clause (b). Upon Allscripts' recognition of a transfer by a Provider of Record, the Administrative Rights and all User accounts of such Provider of Record's Authorized Workforce shall automatically transfer to such Provider of Record's recognized transferee. Except as expressly set forth in this Section 17.2, You may not assign or transfer this Agreement, in whole or in part, without Allscripts' prior written consent, which may be withheld at Allscripts' sole discretion. Allscripts may freely assign this Agreement in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.

17.3 Assurances. By requesting or directing Allscripts to take any action described in Section 17.1 or Section 17.2 with respect to any Provider or any account(s) or data held by such account(s), You represent and warrant that (i) You have the authority to act on such Provider's behalf or to control such account(s) or data, and (ii) Your request or direction is not in furtherance of any purpose or action that would violate any provision of this Agreement, applicable law or the rights of any person or entity. YOU HEREBY WAIVE AND UNCONDITIONALLY RELEASE ALLSCRIPTS, ITS AFFILIATES, AND IT AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, DEBTS, LIABILITIES, EXPENSES, ACTIONS AND CAUSES OF ACTIONS OF EVERY KIND AND NATURE, WHETHER NOW KNOWN OR UNKNOWN, ARISING OUT OF OR IN CONNECTION WITH ANY ACTION ALLSCRIPTS TAKE OR DO NOT TAKE IN RESPONSE TO ANY REQUEST, DIRECTION, INFORMATION, CERTIFICATION, ASSURANCE OR INSTRUMENTS ALLSCRIPTS RECEIVE FROM YOU IN ACCORDANCE WITH SECTION 17.1 OR SECTION 17.2. You hereby agree to indemnify, defend, and hold harmless Allscripts and other users, and its and their respective affiliates, officers, directors, employees and agents, from and against any claim, cost or liability, including reasonable attorneys' fees arising from: (a) any action Allscripts take in reliance on any information, certification, assurance or instrument You provide to Allscripts, or (b) any action Allscripts takes that complies with any request or direction You at any time make or made.

18. SUPERVENING CIRCUMSTANCES. No party to this Agreement shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations under this Agreement by reason of: (a) severe weather and storms; (b) earthquakes or other natural occurrences; (c) strikes or other labor unrest; (d) power failures; (e) nuclear or other civil or military emergencies; (f) acts of legislative, judicial, executive, or administrative authorities; or (g) any other circumstances that are not within its reasonable control.

19. NOTICES. Any and all notices required or permitted under this Agreement shall be sent by United States mail to the address provided below or to such other and different addresses as the parties may designate in writing. If You supply Allscripts with an electronic mail address, Allscripts may give notice by email message addressed to such address; provided that if Allscripts receive notice that the email message was not delivered, Allscripts will give the notice by United States mail.

To Allscripts:

Allscripts Healthcare LLC  
Attention: Legal Department  
222 Merchandise Mart Plaza, Suite 2024,  
Chicago, IL 60654

To You, at the current contact information on file with Allscripts at the time notice is given.

20. NO THIRD-PARTY BENEFICIARIES. Except as expressly provided for in Sections 10, 13 and 17.3, nothing express or implied in this Agreement is intended to confer, nor shall confer, upon any person or entity other than the parties and their respective successors or assigns any rights, remedies, obligations, or liabilities whatsoever.

21. ELECTRONIC TRANSACTIONS. The ePrescribe Services give You the ability to enter into agreements, authorizations, consents and applications, prescribe medications or engage in other transactions electronically. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS VIA THE ePRESCRIBE SERVICES IN CONNECTION WITH SUCH ACTIVITIES CONSTITUTE YOUR ACKNOWLEDGMENT THEREOF AND YOUR AGREEMENT AND INTENT TO BE BOUND BY SUCH AGREEMENTS AND TRANSACTIONS, AND APPLIES TO ALL RECORDS RELATING TO SUCH TRANSACTIONS. You represent and warrant that You have the authority to take such actions.

22. PRIVACY POLICY. The Services are provided by Allscripts under this Agreement on Allscripts' website [eprescribe.allscripts.com](http://eprescribe.allscripts.com). Your use of the ePrescribe Services is subject to Allscripts' PRIVACY POLICY. By using the ePrescribe Services, You are consenting to the terms of the PRIVACY POLICY and acknowledged that You have reviewed Allscripts' PRIVACY POLICY.

23. GENERAL: Allscripts makes no claims that the ePrescribe Services or content are appropriate or may be viewed, used or downloaded (if downloading is otherwise permitted by Allscripts) outside of the United States. Access to the ePrescribe Service may not be legal by certain persons or in certain countries. If You access the ePrescribe Service from outside the United States, You do so at Your own risk and are responsible for compliance with the laws of Your jurisdiction. You expressly agree that exclusive jurisdiction for any dispute with Allscripts, or in any way relating to Your use of the ePrescribe Service, shall be governed and construed in accordance with the laws of the State of Illinois, without reference to the principles of conflicts of laws thereof. You also irrevocably agree to the exclusive jurisdiction of the federal and state courts located in the State of Illinois, County of Cook. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any of this Agreement shall be deemed a further or continuing waiver of such term or condition or any other term or condition. This Agreement and the Business Associate Addendum contains the entire understanding of the parties, and there are no other written or oral understandings or promises between the parties with respect to the subject matter of this Agreement other than those contained or referenced in this Agreement.

## BUSINESS ASSOCIATE ADDENDUM

This BUSINESS ASSOCIATE ADDENDUM ("BAA") by and between You or Your employer, as applicable (collectively, "You") and Allscripts Healthcare, LLC ("Allscripts") is an addendum to the Allscripts ePrescribe Participation Agreement (the "Participation Agreement"). This BAA imposes restrictions and security requirements on Allscripts use and disclosure of Protected Health Information ("**PHI**") and Electronic PHI ("**EPHI**") disclosed by You and provides other terms consistent with the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, Title XIII (2009) ("**HITECH**") and associated implementing regulations (collectively, "**HIPAA**"). Effective September 23, 2013 ("Compliance Date"), HIPAA shall include the Omnibus Rule published on January 25, 2013.

### 1. **Allscripts Promises.**

- *Safeguards.* Allscripts will use appropriate safeguards to prevent the Use or Disclosure of PHI except as provided by this BAA, including appropriate Administrative, Physical, and Technical

safeguards to protect the confidentiality, integrity and availability of any EPHI in compliance with the HIPAA Security Rule (as of the Compliance Date).

- *Reporting.* Allscripts will report to You without unreasonable delay (i) any improper or unauthorized Use or Disclosure of PHI or (ii) any Allscripts known Security Incident, in each case that compromises Your PHI or EPHI.
- *Mitigation.* Allscripts will mitigate, to the extent practicable, any harmful effect that is known to Allscripts of a Use or Disclosure of PHI by Allscripts in violation of this BAA.
- *Agents and Subcontractors.* Allscripts will ensure that any agent or subcontractor that accesses, creates, receives, maintains or transmits PHI on behalf of Allscripts, agrees to, in writing, the same safeguards, restrictions and conditions that apply to Allscripts with respect to such PHI.
- *Access and Availability of PHI for Amendment.* If Allscripts is required by the Participation Agreement to maintain Your Designated Record Set, upon receipt of a reasonable advance written request from You, Allscripts will provide You access to PHI and EPHI in a Designated Record Set and incorporate any amendments of PHI in a Designated Record Set that You agree to in accordance with HIPAA.
- *Audit and Inspection.* Allscripts will make its internal practices, books, and records relating to the Use and Disclosure of PHI available to the Secretary in a time and manner reasonably designated by the Secretary during Allscripts normal business hours, for purposes of the Secretary determining Your compliance with HIPAA.
- *Accounting of Disclosures.* Allscripts will document any of its Disclosures of PHI in accordance with the standards applicable to Individual requests to You for disclosure accounting in accordance with HIPAA. Allscripts will provide You such information within 15 days of receipt of Your reasonable written request in connection with an accounting request from an Individual.
- *Breach Notification.* Except as provided in HIPAA, Allscripts will give You notice of any Breach of Unsecured PHI without unreasonable delay, but in no case later than 15 business days after discovery of the Breach. The notice will include, to the extent possible, known or available, the information required by HIPAA.

## **2. Allscripts Permitted Uses and Disclosures.**

- *General Use/Disclosure.* Allscripts will not Use or Disclose PHI, except as permitted or required by this BAA, the Participation Agreement, or law. Except for purposes in this Section, Allscripts may not Use or Disclose PHI in a manner that would violate HIPAA if done by Client. For clarification, a Disclosure of PHI made through use of any product, software or service shall be deemed and treated as a Disclosure by You (and not by Allscripts) if the Disclosure is made (i) by or at the specific request of You and/or any Authorized User(s), or (ii) under Your or any Authorized User account (and not as a result of Allscripts' negligence).
- *Service Performance.* Allscripts may Use or Disclose PHI to perform services or obligations under this BAA or the Agreement. Notwithstanding the foregoing, Allscripts may use or disclose PHI for any of the following purposes: (i) loading Allscripts software at Your site; (ii) interfacing Allscripts software with other software used by You; (iii) training You and your users in the use of Allscripts' systems and software; (iv) providing on-site support services to You and your users; (v) providing help desk support services to You and your users; (vi) repairing the Allscripts systems or software; (vii) upgrading the Allscripts systems or software; (viii) updating information on the Allscripts software; (ix) transmitting prescriptions, dictations, claims, orders, results or other records as requested by You, your users and/or the patient; (x) transmitting PHI to another covered entity, either directly or through its business associate, in connection with a use for which the HIPAA privacy rule allows such disclosure; (xi) any other purpose which supports the intended use of Allscripts' systems and software by You or your users; or (xii) any other purpose which requires consent or authorization of the patient, if such consent or authorization is obtained.
- *Minimum Necessary.* Allscripts will Use, Disclose, or request only the minimum necessary amount of PHI to accomplish the intended purpose.
- *Proper Management and Administration.* Allscripts may Use or Disclose PHI for the proper management and administration of Allscripts or to carry out the legal responsibilities of Allscripts in compliance with HIPAA.

- *Other Permitted Uses.* Allscripts may in compliance with HIPAA: (a) perform data aggregation for Your health care operations; and (b) de-identify PHI in accordance with HIPAA and use or disclose (and permit others to use or disclose) de-identified information on a perpetual, unrestricted basis.
  - *Performance of Your Obligations.* To the extent Allscripts is required by the Agreement to carry out Your obligations under HIPAA, Allscripts shall comply with the HIPAA requirements that apply to You in the performance of such obligations.
3. **Duties and Responsibilities of Client.** You shall not request Allscripts to use or disclose PHI in any manner that would not be permissible under HIPAA. You represent and warrant that You have obtained all consents, authorizations, or other permissions necessary under HIPAA. You agree to take all reasonable and appropriate steps to ensure compliance with Your role as a Covered Entity, including implementing reasonable security measures such as firewalls, patch installations, and encryption.
  4. **Termination.** Either party may terminate this BAA as part of the termination of the whole Agreement per the "Termination" Section of this Core. Upon termination, Allscripts will return or destroy all PHI received from or created or received on behalf of You, or otherwise in Allscripts (or its subcontractors' or agents') possession, if feasible. Allscripts and its subcontractors and agents will retain no copies of the PHI. In the event that Allscripts determines that returning or destroying the PHI is infeasible, Allscripts will extend the protections of this BAA to and limit any further Uses and Disclosures of such PHI to only those purposes that make the return or destruction infeasible.
  5. **Other Terms.** Terms used, but not otherwise defined, in this BAA shall have the same meaning as those terms as set forth in HIPAA. A reference in this BAA to a section in HIPAA means the section as in effect or as amended, and for which compliance is required. Allscripts will negotiate in good faith as is reasonably necessary to amend this BAA so that each party agrees to comply with the requirements of HIPAA and any current or future regulations promulgated thereunder that are binding on such party. Any ambiguity in this BAA shall be resolved in favor of a meaning that permits the parties to comply with HIPAA.

## TERMS AND CONDITIONS OF PURCHASE

### 1. Payment and Billing Terms/Term and Termination.

By entering into the order and/or amendment to license ePrescribe Deluxe, EPCS, ePrior Authorization and/or Sponsored Content/Advertisements, You expressly agree that Allscripts is authorized to charge You a monthly membership fee ("Subscription Fee") for the number of providers registered under your account. Applicable taxes, if any, on your use of Allscripts ePrescribe™ service will be billed to the credit card You provided during registration. The Subscription Fee will be billed at the time of registration and on each monthly anniversary of your registration thereafter unless and until your membership is cancelled. All fees and charges are nonrefundable and there are no refunds or credits for any reason, including, but not limited to, in the event that You choose to suspend or cancel your subscription or if your subscription is terminated due to a violation of the Participation Agreement.

- a. You may add providers at any time at the then-current pricing. You may remove providers at any time; however, there will be no credit or refund for such provider during the then-current month for which You paid your Subscription Fee, and the amount billed to You will be adjusted upon the next monthly renewal thereafter.
- b. For ePrescribe Deluxe and ePrior Authorization, You will be charged for the number of providers registered to Your account at the beginning of the billing period. Your account will be automatically adjusted to reflect any changes in the number of providers for each billing period.
- c. For ePrescribe Deluxe with EPCS, You will be charged for the number of providers registered to Your account at the beginning of the billing period. Your account will be automatically adjusted to

reflect any changes in the number of providers for each billing period. A one-time setup charge will be applied for each provider that initiates the level of identity assurance authentication required to gain access to the EPCS 2<sup>nd</sup> factor authentication

- d. If you agreed to accept sponsored content/advertisements, the terms of the EULA apply regarding advertisements and you will receive a discount.
- e. Allscripts may change the fees and charges in effect, or add new fees and charges from time to time, but Allscripts will give You advance 60 days' notice of these changes by email. At the end of the notice period any price changes will then be applied upon your next renewal.
- f. By submitting your credit card to purchase a subscription, You hereby acknowledge, agree and authorize Allscripts to renew your subscription, automatically, every month, at the then-applicable renewal rate that applies to the purchase option chosen by You, until such time as You instruct Allscripts to stop the renewals. Renewals can be stopped by clicking on the "Manage Account" button and following the applicable instructions.
- g. If there is a change in your credit card validity or expiration date, You may edit your information by clicking on the "Manage Account" button.
- h. Allscripts reserves the right to terminate your account: (i) for any or no reason upon thirty (30) days prior written notice, or (ii) upon immediate notice if Allscripts determines, in its sole discretion, that You have violated the terms of the Participation Agreement.

2. Disputes. All disputes resulting from any purchase of a subscription or any other charges made within the Allscripts ePrescribe service shall be governed and construed in accordance with the laws of the State of Illinois, without reference to the principles of conflicts of laws thereof. You also irrevocably agree to the exclusive jurisdiction of the federal and state courts located in the State of Illinois, County of Cook.

### 3. Personal Information.

- a. Any personally identifying information submitted on the Allscripts ePrescribe website is subject to Allscripts' Privacy Policy, the terms of which are incorporated herein. Please review Allscripts' Privacy Policy to understand its practices. The date of any changes to the Privacy Policy will be noted at the bottom of such Privacy Policy.
- b. Marketing Uses: Allscripts may use your personal information for marketing purposes. Allscripts may also share your data with third parties for their marketing purposes. Allscripts may use your personal information to send you emails containing marketing information. You can choose to restrict or "opt out" of these uses by following the instructions in these emails. However, if you choose not to receive marketing emails from Allscripts, this change is only effective for marketing emails sent from Allscripts. If you receive marketing emails directly from a third party, you will need to unsubscribe directly with each of those third parties."

## EXHIBIT A

### **ID.me TERMS OF SERVICE**

**Version: 8.7.2**

**Last updated: 2018-08-06**

Welcome to the ID.me, Inc. (“ID.me” or “we” or “us”) service hosted at www.ID.me and other affiliated websites and mobile phone applications (collectively, the “Service”). These Terms of Service and other referenced policies explain:

ID.me provides its online service to you, as a user, when you apply and qualify for an ID.me account; the terms and conditions under which we provide the ID.me Service; and the terms and conditions for using our website at www.ID.me, the ID.me mobile application, or elements of ID.me’s technology platform (such as group affiliation widgets present on its client’s websites) (collectively, the “Website”).

#### 1. Your Agreement to these Terms of Service

Provision of the Service and your acceptance of all applicable terms and conditions, policies, and all other obligations upon you, will be governed by Delaware law and controlling U.S. Federal law, or where indicated, other applicable international laws. NOTICE OF ARBITRATION AGREEMENT AND CLASS ACTION WAIVER: THE TERMS OF SERVICE INCLUDES A BINDING ARBITRATION CLAUSE AND A CLASS ACTION WAIVER, SET FORTH BELOW, WHICH AFFECT YOUR RIGHTS ABOUT RESOLVING ANY DISPUTE WITH ID.ME. Please read these Terms of Service carefully. By signing-up to use the ID.me Services you acknowledge that you have read, understood, and agreed to be bound to all the terms of these Terms of Service as well as the policies referenced in these Terms of Service, including our Privacy Policy, our Cookie Policy, our Credentialing Policy, and other policies that ID.me from time to time may issue. If you do not agree to these terms, please do not access or use the Service or Website. Global Minimum Age Requirements: Persons under the age of 18 may not use the Service or Website. The Service and Website are neither intended for nor designed to be used by anyone under the age of 18. The Website and Service are intended solely for persons who are 18 years of age or older. Any access to or use of the Website or Service by anyone under 18 years of age is expressly prohibited. By accessing or using the Website or Service, you represent and warrant that you are 18 years old or older. If you have reason to believe that a person under 18 years of age is using our Service or Website, please contact us at support@id.me and we will immediately delete such information, subject to and in compliance with applicable law. If we decide to change these Terms of Service, we will post those changes to this page so that you are aware of them. We reserve the right to modify these Terms of Service at any time, so please review it frequently. If we make material changes to these Terms of Service, we will notify you here, by email, or by means of notice on our home page. Unless otherwise noted by us, your continuing use of ID.me’s services after we have notified you of any changes to these Terms of Service will indicate your agreement to all changes. If, at any time, you do not agree to any terms of ID.me’s applicable Terms of Service you may close your account.

#### 2. Service Definition

The Service we Provide. The ID.me Service provides users with a simple and secure way to remotely verify their identities and affiliations (e.g., veterans, first responders, and members of other designated groups) once, and then share their identity and associated attributes at their discretion with parties that rely on these verifications. ID.me protects a user’s identity while simultaneously providing a level of assurance to businesses and government agencies (each a “Relying Party”) that the user’s identity, and attributes associated with that identity, are verified, based upon widely-recognized standards. The assurance provided by the Service allows both the user and the Relying Party to confidently complete transactions in a secure digital environment. In addition, ID.me provides its registered users

("Members") with access to certain exclusive benefits, including without limitation, deals, discounts, cash back rebates and employment and educational opportunities, offered by participating retailers, service providers, employers, benefits administrators, and municipal, state and federal government agencies. Additional benefits and discounts may be offered to eligible parties, including our nation's veterans, first responders, and members of other designated groups. To verify whether you qualify to receive these discounts and benefits, you will be required to provide us with certain personally identifiable information as described in our Privacy Policy. By providing us with this information, you understand, agree, and authorize us to use such information to verify your eligibility, which shall include, but not be limited to, sharing such information with (i) certain third party entities who are capable of helping us verify your identity or affiliations, (ii) Relying Parties that wish to offer certain access privileges to you upon the receipt of your explicit consent, and (iii) otherwise as detailed in our Privacy Policy. Before ID.me provides a third party with your information, you will be asked to authorize this release. This process is further described in our Privacy Policy. You may revoke subsequent access to this information by ID.me or by any Relying Party at any time by accessing your account settings. ID.me also offers a service that allows its Members to earn cash back on qualifying online purchases made on the websites of participating retailers, service providers, employers or benefits administrators (the "Merchant Partners") through its cash back rebates program (the "Cash Back Loyalty Program"). ID.me is not responsible for the products or services offered by our Merchant Partners. ID.me is responsible only for establishing and maintaining your account based upon the information you provide, posting the purchase information provided by the Merchant Partners and compensating registered Members who request payment of Cash Back Rebates. Prior to using the ID.me Service, you must indicate that you understand and agree to be bound by these Terms of Service. From time to time, (e.g., when we are validating your ID.me account, when we are re-confirming or re-validating the information in your account, and/or when you are renewing your registration with ID.me or its Services), we may, request that you reaffirm your understanding and agreement to be bound by these Terms of Service. How do we do this? ID.me maintains an account for you that contains your identity and group affiliation information. Before you are able to use your account, ID.me must first verify your identity through a process called identity proofing. As part of the identity proofing process, you must provide us with various forms of information such as your name, date of birth, social security number, driver's license number, passport number, street address, email address, telephone number, financial account number and other personal information. The extent of the information needed is determined by the 'strength' of the validation process you choose or need from our service. ID.me provides both 'Unsupervised' identity proofing, where you can sign-up online from a personal computer or mobile device, and a 'Supervised (in-person)' identity proofing, where you can present yourself and your identity evidence to an individual also known as a "Trusted Referee" who is authorized to review your information and help you through the process of validating your information. If we have problems with the identity proofing process, we may ask for further information to help us establish your identity and, in some cases, we may refer Unsupervised applicants to a Trusted Referee, so that they may complete the process in-person. In either case, our identity proofing process meets or exceeds industry best practices and applicable established standards. When we review your forms of identity evidence we may use special technologies to validate the documents you submit, and we may also use third parties recognized as authoritative sources (such as DMVs or credit bureaus) to corroborate the evidence. In addition, to make it easier for you to enter your address, ID.me uses Google Maps APIs. By using the ID.me Service, you are agreeing that you are bound to the Google Terms of Service and Google Privacy Policy. ID.me's [Credential Policy](#) gives further details of how we accomplish our identity proofing. In addition, ID.me's Privacy Policy gives you details of how we protect the personal information you provide to us. Once we have completed our verifications, we will validate your ID.me account you will be able to use your ID.me account to provide a level of "proof" or assurance to another party of your identity or



affiliation without having to provide these other parties with the more extensive information that you have provided Id.me for the identity proofing process. As further outlined in our Privacy Policy, ID.me will not provide your personal information to a third party without your express consent. Your Obligations. By using the ID.me Service, you expressly agree that: 1. your identity, as established by the information and documents that you submit, matches the identity you claim while using the ID.me Service; 2. all information provided by you is complete and correct; and 3. you are affiliated with the groups that you attach to your ID.me account. Please note that Members may only use their ID.me account to verify their own identity, and any use by a party other than the Member, to verify the Members identity or to receive benefits, will be considered a material misrepresentation. ID.me may immediately revoke a Member's ID.me account upon learning of a violation of any terms contained herein, including, but not limited to inappropriate use of a Member's ID.me account, and reserves the right to seek all other available remedies, in law or in equity.

When verification is required, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose to ID.me and its third-party service providers your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, solely to verify your identity and prevent fraud for the duration of the business relationship. See our Privacy Policy for how we treat your data.

### 3. General Provisions

Any unauthorized use of the ID.me Service or access to this Website, including without limitation for any commercial or competitive purpose is strictly prohibited and may result in suspension or termination of your account. In addition, you must NOT: 1. Falsely claim an identity other than your own or one you are establishing on behalf of another person with their specific authority; 2. Falsely claim that you are associated with a particular group; 3. Falsely claim that you possess or use a validated account; 4. Falsely claim to be a service member, a veteran or an immediate family member of a service member or veteran; 5. Falsely claim that you are associated with another person or entity; 6. Collect information about ID.me, the Website or users of the Website without ID.me's written consent; 7. Modify, frame, render (or re-render), mirror, truncate, inject, filter or change any content or information contained in the Website, without ID.me's written consent; 8. Use any deep-link, page-scrape, robot, crawl, index, spider, click spam, macro programs, Internet agent, or other automatic device, program, algorithm or methodology which does the same things, to use, access, copy, acquire information, generate impressions or clicks, input information, store information, search, generate searches, or monitor the Website or any portion thereof; 9. Disguise the origin of information transmitted to, from, or through the Website; 10. Circumvent any measures implemented by ID.me aimed at preventing violations of the Terms of Service. In addition to violating the Terms of Service of the Website, any of the foregoing actions on your part, or on behalf of any entity you are representing, constitutes intentional, unauthorized access of ID.me's protected computer, may constitute a violation of state and federal law, including, but not limited to the Computer Fraud and Abuse Act (18 U.S.C. § 1030), and may potentially subject you and any affiliated parties to civil liability and criminal prosecution.

### 4. Use of Website Content

All materials provided on the Website, including but not limited to information, documents, products, logos, graphics, sounds, images, compilations, content and services ("Materials" or "Content"), are provided either by ID.me or by respective third-party authors, developers or vendors ("Third Party Providers") and are the copyrighted works of ID.me and/or its Third Party Providers (or is permitted/licensed to be used by Third Party Providers), unless specifically provided otherwise. Except as stated herein, none of the Materials may be modified, copied, printed, reproduced, distributed, republished, performed, downloaded, displayed, posted, transmitted and/or otherwise used in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other

means, without the prior express written permission of ID.me and/or a Third Party Provider. Also, you may not “mirror” or “archive” any Materials contained on the Website on any other server without ID.me’s prior express written permission. Except where expressly provided otherwise by ID.me, nothing on the Website shall be construed to confer any license or ownership right in or to the Materials, under any of ID.me’s intellectual property rights, whether by estoppel, implication, or otherwise. You acknowledge sole responsibility for obtaining any such licenses. Materials provided by Third Party Providers have not been independently reviewed, tested, certified, or authenticated in whole or in part by ID.me. ID.me does not provide, sell, license, or lease any of the Materials other than those specifically identified as being provided by ID.me. Any unauthorized use of any Materials contained on the Website may violate copyright laws, trademark laws, the laws of privacy and publicity, and/or communications regulations and statutes. It is your obligation to comply with all applicable state, federal and international laws. You are responsible for maintaining the confidentiality of your account information and password and for restricting access to such information and to your computer. You agree to accept responsibility for all activities that occur under your account or password.

## 5. Termination

5.1 Termination of Your account You or we may suspend, revoke or terminate your account, your ID.me account, or your use of this Service at any time, for any reason or for no reason and without notice. In such an event, we will protect your personal information as set forth in our Privacy Policy. In spite of any suspension, revocation or termination, you remain personally liable for any orders that you place or charges that you incur prior to termination. 5.2 Termination of ID.me’s Service In the unlikely event that ID.me terminates the overall provision of its service, ID.me protect and/or destroy your Personally Identifiable Information in accordance with our Privacy Policy.

## 6. Links to third party sites

The ID.me Service may provide and the Website may contain links or have references to websites controlled by parties other than ID.me. ID.me is not responsible for and does not endorse or accept any responsibility for the contents or use of these third-party websites. Moreover, these third-party websites are governed by their own terms of use and privacy policies, which we encourage you to review. ID.me is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by ID.me of the linked website and/or the content and materials found at the linked website, except as specifically stated otherwise by ID.me. It is your responsibility to take precautions to ensure that whatever you select for your use is free of viruses or other items of an intrusive nature. Your account may be validated by using a third-party authentication method from a third-party app or site. You understand that that the third-party app site that you allow to authenticate you, has its own terms of service and privacy policy that would apply to your use of such app or site. In the event that you use a third-party authentication method, you represent that you are and have authorized access to the third-party account and are bound by the terms and conditions of that third party.

## 7. Submissions

Except where expressly provided otherwise by ID.me, all comments, feedback, information and data submitted to ID.me through, in association with or in regard to the Service, Website, and/or any other ID.me goods or services (“Submissions”) shall be considered non-confidential and ID.me’s property. This may not include copyright ownership of images which you may upload but does include an express license to use said images in any method ID.me sees fit and make compilations and derivative works thereof in all media now known or hereafter devised. Except as expressly enumerated in the preceding sentence, by providing such Submissions to ID.me, you agree to assign to ID.me, as consideration in exchange for the use of the Service and Website, all worldwide rights, title and interest in copyrights and other intellectual property rights to the Submissions. You represent that you have the right to grant ID.me these rights. ID.me shall be free to use and/or disseminate such Submissions on an unrestricted

basis for any purpose. You acknowledge that you are responsible for the Submissions that you provide, and that you, not ID.me, have full responsibility for the Submissions, including their legality, reliability, appropriateness, originality and copyright. You will not post any Submission that (a) is defamatory, abusive, harassing, threatening, or an invasion of a right of privacy of another person; (b) is bigoted, hateful, or racially or otherwise offensive; (c) is violent, vulgar, obscene, pornographic or otherwise sexually explicit; or (d) otherwise harms or can reasonably be expected to harm any person or entity. ID.me reserves the right, but disclaims any obligation or responsibility, to (a) refuse to post or communicate or remove any Submission from any ID.me site that violates these Terms of Service and (b) identify any user to third parties, and/or disclose to third parties any Submission or personally identifiable information, when we believe in good faith that such identification or disclosure will either (i) facilitate compliance with laws, including, for example, compliance with a court order or subpoena, or (ii) help to enforce these Terms of Service and/or protect the safety or security of any person or property, including any ID.me site. Moreover, we retain all rights to remove Submissions at any time for any reason or no reason whatsoever. All Submissions must be true, and in accordance with the rights of privacy and publicity and all federal, state and international law. You may not upload an image or any likeness of another without their consent. If you do so, ID.me reserves the right to cancel or suspend your account. Furthermore, ID.me reserves the right to cancel or suspend your account, if in its sole discretion, it believes you are using ID.me for improper purposes, or any purpose inconsistent with its business.

#### 8. Cash Back

ID.me's Cash Back Loyalty Program offers a platform for its Members to earn money in the forms of automatic rebates ("Cash Back Rebates"), which are separate and apart from, and in addition to, any other discounts available through ID.me's Services. The specific terms related to the Cash Back Loyalty Program can be found [here](#) and are treated as part of these Terms of Service.

#### 9. Fees

ID.me does not charge Members any fees for registering and/or using the Service or Website.

#### 10. Limitation of liability

In no event shall ID.me be liable to anyone for any indirect, punitive, special, exemplary, incidental, or consequential damages, or for any damages to your computer, telecommunication equipment, or other property and/or for loss of data, Content, images, revenue, profits, use or other economic advantage, arising out of, or in any way connected with these terms, including but not limited to the accessing or use of, or inability to use, the Website or the ID.me Service, regardless of cause, whether in an action in contract or negligence or other tortious action, even if the party from whom damages are being sought has been previously advised of the possibility of such damages. The limitation of liability set forth in this section shall not apply in the event of customer's breach or related to its indemnity obligations. This paragraph shall not affect the rights listed below in the section titled "Indemnities". To the extent allowed by law, in no event shall the aggregate liability of ID.me exceed \$1,000.00.

#### 11. Licenses from ID.me

You are being granted solely a revocable, limited license, in compliance with these terms. All rights not granted to you in the Terms of Service are expressly reserved by us.

#### 12. Licenses from you

You grant to ID.me and its Third Party Providers the non-exclusive, worldwide right to use, copy, transmit and display any data, information, Content or other Materials, provided to ID.me by you in the course of accessing and/or using the Service and/or Website. Notwithstanding the foregoing, ID.me's obligations regarding identification and other information concerning your personal information shall at all times be governed by the terms of the Credential Policy and its Privacy Policy.

#### 13. Representations and warranties

Each party represents and warrants that it has the power and authority to enter into these Terms. ID.me warrants that it will provide the Website and the ID.me Service in a manner consistent with its business practices, as ID.me, in its sole and absolute discretion, deems fit. You represent and warrant that any information you provide in connection with the ID.me Service is accurate and current and that you have the right to provide such information.

#### 4. Disclaimer of warranties

Except where expressly provided otherwise by ID.me, the ID.me Service and the Website are provided “as is” and “as available.” Except for the express warranties set forth herein, ID.me hereby disclaims all express or implied representations, warranties, guarantees, and conditions with regard to the ID.me Service and Website including but not limited to any implied representations, warranties, guaranties, and conditions of merchantability, fitness for a particular purpose, title and non-infringement. Except to the extent that such disclaimers are held to be legally invalid. ID.me makes no representations, guarantees or warranties regarding the reliability, availability, timeliness, quality, suitability, truth, accuracy or completeness of the Website, ID.me Service, materials associated therewith, or the results you may obtain by accessing or using the Website, the ID.me Service or materials associated therewith. Without limiting the generality of the foregoing, ID.me does not represent or warrant that (a) the operation or use of the Website, ID.me Service or materials will be timely, secure, uninterrupted or error-free. You acknowledge that ID.me controls the transfer of data over communications facilities, including the internet, and that the Website and ID.me Service may be subject to limitations, delays, interception and other problems inherent in the use of such communications facilities. ID.me is not responsible for any delays, delivery failures, or other damage resulting from such problems.

#### 15. Indemnities

You will defend, indemnify and hold ID.me harmless against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys’ fees and costs) arising out of or in connection with a claim by a third party related to your use of the Website and the ID.me Service.

#### 16. Your responsibilities

You will comply with all applicable local, state, national and foreign laws, treaties, regulations and conventions in connection with your use of the Website and ID.me Service, including without limitation those related to data privacy, international communications, and the exportation of technical or personal data from locations other than the location from which ID.me controls and operates the Website and services associated therewith. Furthermore, you expressly agree not to violate any rights of publicity or privacy of any person, nor defame any person or entity. You are responsible for maintaining accurate account information at all times, including valid email address information. You are responsible for keeping your email address, passwords, account numbers, and other account information confidential. ID.me is entitled to act on instructions received under your username and password. ID.me is not responsible for any credits or debits made to your account by someone else who uses your password. ID.me will not be responsible for any losses or liabilities incurred through the use of your password by a third party. You authorize ID.me to disclose to third parties, information you have provided, or information that ID.me has obtained about your ID.me account, as further set forth in our Privacy Policy.

#### 17. Notices

For general changes which do not affect the collection or handling of users’ personal information in a more restrictive way, ID.me may give notice by means of a general notice on the Website, electronic mail to your e-mail address on record in ID.me’s account information, or by written communication sent by first class mail or pre-paid post to your address on record in ID.me’s account information. You may give notice to ID.me at any time by letter sent by confirmed facsimile to ID.ME, fax number (571) 730-3627 or by letter delivered by registered mail with return receipt to: ID.me, Inc. 8281 Greensboro Drive, Suite 600, McLean, VA 22102. All notices shall be deemed to have been given four days after mailing or

36 hours after sending by confirmed facsimile, email or posting to the Website. ID.me may make material change to the Service that affects the prior or ongoing collection, use, dissemination or maintenance of a user's personal information, and will notify you of these changes as set forth in our Privacy Policy.

#### 18. Copyright protection

ID.me complies with the Digital Millennium Copyright Act ("DMCA"). Any notices given pursuant to the DMCA shall be given to ID.me, Inc.'s designated agent via email at [copyright@id.me](mailto:copyright@id.me) or via registered US mail sent return receipt to: DMCA Compliance Agent, ID.me, Inc., 8281 Greensboro Drive Suite 600, McLean, VA 22102.

#### 19. Resolution of Disputes – Mandatory Arbitration and Class Action Waiver

ID.me offers the following process to help you resolve a complaint or Dispute (as defined below) that you may have with ID.me, any services offered via the Website or Service, or use of the Website or Service. Please read this section carefully. Our Customer Service Department, which you can reach at [help@ID.me](mailto:help@ID.me), Step 1. Notice of Dispute You must first try to resolve any complaint or Dispute with us through our Notice of Dispute process. You begin by submitting a "Notice of Dispute" with any supporting documents or other information by U.S. Mail to: ID.me, Inc. Attn: Dispute Resolution Department 8281 Greensboro Drive, Suite 600 McLean, VA 22102 A "Notice of Dispute" is a written form in which you provide your name, address, contact information, email address, the facts regarding your Dispute, and the relief you are requesting from us. Once we receive your Notice of Dispute, you and we will attempt to resolve any Dispute through informal negotiation within forty-five (45) days from the date the Notice of Dispute is received by us. If an agreement cannot be reached within forty-five (45) days of receipt of the Notice of Dispute, you or we may initiate an arbitration proceeding or small claims action as described below. You agree that the term "Dispute" in this Agreement will have the broadest meaning possible. It applies to any dispute, action, or other controversy between you and us relating to the Website or the Service, any transaction or relationship between us resulting from your use of the Website or Service, communications between us, the purchase/order/use of goods or services from the Website, or the Agreement embodied by the Terms of Service or Privacy Policy – whether in contract, warranty, tort, laws or regulation. The term also applies to any dispute over the validity, enforceability, or scope of this arbitration provision. Step 2. Arbitration If your Dispute is not resolved to your satisfaction within 45 days from when we received your Notice of Dispute, you and we agree to arbitrate all Disputes between us. As we explain below, you and we also may also have the right to bring an individual action before a Small Claims Court for certain claims. You agree that arbitration or a small claims action will be your sole and exclusive remedy to resolve any dispute with us. The Federal Arbitration Act applies to this Agreement. By agreeing to arbitrate, you are giving up the right to litigate (or participate in as a party or class member) any and all Disputes in a court before a judge or jury (except Small Claims Court). Instead, a neutral arbitrator will resolve all Disputes. JAMS/Endispute, LLC, a Delaware limited liability company or any successor thereof ("JAMS") will administer the arbitration using the JAMS' procedures and rules in effect on the date the Arbitration is filed ("JAMS Rules"). In the event the JAMS Rules are inconsistent with this Agreement to Arbitrate, this Agreement will prevail. JAMS is independent from us, and you may obtain copies of the current JAMS Rules, and other related materials, including forms and instructions for initiating arbitration, by contacting JAMS at 1920 Main Street, Suite 300, Irvine, CA 92614 1-800-352-5267 or by visiting [www.jamsadr.com](http://www.jamsadr.com). Class Action Waiver Any proceedings to resolve or litigate any Dispute in any forum will be conducted solely on an individual basis. Class arbitrations, class actions, private attorney general actions, consolidation of your Dispute with other arbitrations, or any other proceeding in which either party acts or proposes to act in a representative capacity or as a private attorney general are not permitted and are waived by you, and an arbitrator will have no jurisdiction to hear such claims. If a court or arbitrator finds that the class action waiver in this section is unenforceable as to all or some parts of a Dispute, then the class action

waiver will not apply to those parts. Instead, those parts will be severed and proceed in a court of law, with the remaining parts proceeding in arbitration. If any other provision of this Dispute resolution section is found to be illegal or unenforceable, that provision will be severed with the remainder of this section remaining in full force and effect. Costs If you initiate an arbitration with JAMS, we will promptly reimburse you for any standard filing fee you may have been required to pay by JAMS, once you have notified us in writing and provided a copy of the arbitration demand. However, if we are the prevailing party in the arbitration, we will be entitled to seek and recover our attorneys' fees and costs, subject to the arbitrator's determination and applicable law. Small Claims Option You may also litigate any Dispute in the District of Columbia, if the Dispute meets all requirements to be heard in the small claims court. However, if you initiate a Small Claims case, you are responsible for all your court costs. Choice of Law and Forum Selection You agree that the laws of the State of Delaware govern this agreement and any claim or Dispute or issues arising from it, without regard to Delaware's conflict of laws rules. Unless you and we agree otherwise, in the event that the Agreement to arbitrate above is found not to apply to you or to a particular claim or Dispute as a result of a decision by the arbitrator or a court order, you agree that any Disputes or claims that you may have against us reside in and will be resolved by a state or federal court located in Northern Virginia and you agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

#### 20. Miscellaneous

These Terms represents the parties' entire understanding relating to the use of the Service and the Website, and supersedes any prior or contemporaneous, conflicting or additional, communications. ID.me reserves the right to change these Terms or its policies relating to the Website and ID.me Service at any time and from time to time, and such changes will be effective upon being posted herein. You should visit this page from time to time to review the then current Terms because they are binding on you. If we make material changes to these Terms, we will notify you here, by email, or by means of notice on our home page. Certain provisions of these Terms may be superseded by expressly designated legal notices or terms located on particular pages of the Website, which may be posted from time to time. Unless otherwise noted by us, your continued use of the Website and ID.me Service after any such changes are posted shall constitute your consent to such changes. If any provision of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be construed to reflect the intentions of the invalid or unenforceable provision, with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between ID.me and you as a result of these Terms or use of the Website. You may not assign these Terms without the prior written approval of ID.me. Any purported assignment in violation of this section shall be void. ID.me reserves the right to use Third Party Providers in the provision of the Website, the Service, and the goods, services and Materials associated therewith. The failure of either party to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing. In the event of any litigation of any controversy or dispute arising out of or in connection with these Terms, its interpretation, its performance, or the like, the prevailing party shall be awarded reasonable attorneys' fees and expenses, court costs, and reasonable costs for expert and other witnesses attributable to the prosecution or defense of that controversy or dispute. Any and all rights not expressly granted herein are reserved by ID.me.

#### 21. Intellectual property notices

Elements of the Website and Service are protected by copyright, trademark, trade dress and other laws and may not be copied or imitated in whole or in part. No logo, graphic, sound or image from the Website may be copied or retransmitted unless expressly permitted by ID.me. The ID.me trademarks and/or other ID.me identifiers referenced herein are trademarks of ID.me and/or its affiliates and may be registered in certain jurisdictions.

## 22. Legal contact information & Member Support

If you have any questions about these Terms, or if you would like to request permission to use any of ID.me's Materials, please contact our Member Support desk at [help@ID.me](mailto:help@ID.me) or call 866-775-IDme (4363). Copyright © 2018 ID.me, Inc. All rights reserved.

### **ID.me PRIVACY POLICY**

**Doc Ref: ID.me.S.00.030**

**Version: 5.2.0**

**Last updated: 2018-11-08**

English

In the event of any discrepancy between a non-English version of this Privacy Policy and the English version of this Privacy Policy, the English version (available at <https://www.id.me/privacy>) shall prevail in all respects.

This Privacy Policy discloses the privacy practices for the ID.me credential service and website located at [www.ID.me](http://www.ID.me), the ID.me mobile application, or elements of ID.me's technology platform (e.g., group affiliation widgets) present on its client's websites (collectively referred to hereafter as the "Website"). ID.me, Inc., the provider of the Service and Website (referred to as "us" or "we"), is committed to protecting the privacy of individuals who navigate to, or otherwise use the Service and/or Website (hereafter, "Users" or "you"). The Service and Website offer eligible Users who create an account with an electronic identification resource (or "ID.me Account") that allows eligible Users to verify their status as a member of an affinity group create accounts with websites that use the ID.me Account and access certain exclusive benefits, including without limitation, deals, discounts, cash back rebates and employment and educational opportunities, offered by participating retailers, service providers, employers or benefits administrators (collectively, the "ID.me Service"). Once Users have created an ID.me Account, the ID.me Account serves as a portable, single digital identity that those Users can utilize to generate an account and pre-populate the account with the User's information and, thereafter, access the goods, services, rewards and/or benefits of various participating websites (including retailers, service providers, employers, benefits administrators, etc.). Users are required to submit certain information to ID.me as part of the verification process so that we may ascertain the User's identity, group affiliation, and determine other eligibility standards for the User tied to the ID.me Service. However, Users may choose what specific information (personally identifiable information and other forms of information as described in greater detail below) is tied to their ID.me Account., and at any time may revoke ID.me's access to such information In doing so, Users can control how much of that information is shared with other websites in relation to the ID.me Service. In certain cases the more information Users share the more rewards and benefits, such as deals, discounts, cash back rebates and employment and educational opportunities, the User may be eligible to receive, as further described in our Terms of Service (<https://www.id.me/terms>). However, certain participating websites may require that Users provide certain, minimum levels of information and a User's refusal to provide such may impact his or her eligibility for the subject good, service, or benefit offered.

To avoid any confusion, Users should understand that, while we own and operate the Service and Website and certain other websites (e.g., [TroopSwap.com](http://TroopSwap.com)), we do not own or operate websites owned and operated by third parties who may avail themselves of the ID.me Service (collectively referred to hereafter as the "Third Party Websites.") This Privacy Policy is intended to inform Users about our collection, use, storage, and disclosure, destruction and disposal of information that we collect or record in the course of providing the Website and the ID.me Service. Please note, we are not responsible for the privacy practices of Third Party Websites and they are under no obligation to comply with this

Privacy Policy. Before visiting Third Party Websites, and before providing the User's ID.me or any other information to any party that operates or advertises on Third Party Websites, Users should review the privacy policy and practices of that website to determine how information collected from Users will be handled. Please further note, depending on a User's particular interaction with us (e.g., Users who solely navigate the Website versus Users who create an account and use the ID.me Service at Third Party Websites), different portions of this policy may apply to Users at different times.

**Please read this Privacy Policy carefully. By accessing or using the Website, you acknowledge that you have read, understood, and agreed to be bound to all the terms of this Privacy Policy and the Website's Terms of Service. If you do not agree to these terms, exit this page and do not access or use the Service or Website.**

#### 1. Changes to Privacy Policy

If we decide to change this Privacy Policy, we will post those changes to this page so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it. We reserve the right to modify this Privacy Policy at any time, so please review it frequently. If we make material changes to this policy, we will notify you here, by email, or by means of notice on our home page.

#### 2. Types of Information Collected and Uses of Collected Information

We collect three types of information from and about Users: Personally Identifiable Information, Sensitive Information, and Non-Personally Identifiable Information.

##### 2.1 Personally Identifiable Information & Sensitive Information.

We do not automatically collect any Personally Identifiable Information or Sensitive Information without your consent. When you create an account to obtain an ID.me Account and use the ID.me Service, you will be asked to provide certain Personally Identifiable Information and Sensitive Information so that we can verify your identity and attributes of your identity including, but not limited to, group affiliations (e.g., Military, First Responder, Student, Veteran, etc.), memberships, social media accounts, educational degrees, and professional certifications.

"Personally Identifiable Information" is information that identifies a specific individual, including, without limitation, first and last name, mailing address, e-mail address (including, without limitation, .mil e-mail address), telephone number, social security number, date of birth and photographic images. We collect this information through a variety of means, which may include from your identity documents, text you input and/or images and selfies we ask you to provide. We will only share your Personally Identifiable Information to the extent necessary to allow us to manage our relationship with you.

In addition, you may be asked to provide certain further information or documentation that we will use to verify your eligibility to receive discounts and benefits from organizations and registration authorities such as government agencies, telecommunications networks, credit card bureaus, financial institutions, or authoritative agents with access to your group affiliation credentials, military records (which may also contain Personally Identifiable Information), your spouse's or immediate family member's social security number, military affiliation(s), dates of active and reserve duty service, and information related to your accounts with financial institutions ("Sensitive Information").

The decision to share specific items of your Personally Identifiable Information and/or Sensitive Information with the ID.me Service (and, where applicable, with Third Party Websites in connection with your participation in the ID.me Cash Back Program and with certain aspects of the ID.me Service (including certain deals, cash back rewards, offers or opportunities offered by Third Party Websites which are conditioned upon certain eligibility requirements)) is yours and yours alone. You can elect to provide all or only some of the information requested by the Website during the registration process. and at any time you may decide to remove some of the information that you previously provided. However, if you decline to provide any of the above information, you may not be able to register for an



ID.me Account or to access certain benefits of the ID.me Service (including certain deals, cash back rewards, offers or opportunities offered by Third Party Websites which are conditioned upon certain eligibility requirements). In addition to using your Personally Identifiable Information and Sensitive Information to provide the ID.me Service, we may also use this information to troubleshoot, resolve disputes, accomplish administrative tasks, contact you, enforce our agreements with you, including the Website's Terms of Service and this Privacy Policy, comply with applicable law, and cooperate with law enforcement activities. Furthermore, we reserve the right to audit your eligibility (e.g., group affiliations such as active duty military or student status); to audit user accounts for fraud by, for example, verifying that purchases are delivered to registered user addresses; and to prevent duplicate ID.me Accounts from being created with the same information.

## 2.2 Non-Personally Identifiable Information.

Non-Personally Identifiable Information is information that does not identify a specific User. This type of information may include things like the Uniform Resource Locator ("URL") of the website you visited before coming to the Website, the URL of the website you visit after leaving the Website, the type of browser you are using, your Internet Protocol ("IP") address, occupation, language, unique device identifier, approximately geographic location, and time zone. We, and/or our authorized third party service providers and advertisers, may automatically collect this information when you visit our Website through the use of electronic tools like Cookies and Web beacons or Pixel tags or location based capabilities on your mobile device, including those described in Items 4 and 8 of this Privacy Policy. We use Non-Personally Identifiable Information to troubleshoot, administer the Website, analyze trends, gather demographic information, comply with applicable law, and cooperate with law enforcement activities. We may also share this information with our authorized third party service providers and advertisers to measure the overall effectiveness of our online advertising, content, and programming. In certain limited instances, we may combine certain Non-Personally Identifiable Information with other identifiers in order to confirm your identity as part of the ID.me verification process. For example, we may combine an approximate geographic location obtained from a User's mobile device and match it with address information the User voluntarily submitted to the Website in order to confirm the User's identity and prevent fraudulent conduct. Notwithstanding, this information would still be considered Non-Personally Identifiable Information when it is taken alone or combined only with other non-identifying information (for example, the type of web browser used by the User).

In order to better serve members of America's Armed Forces and other personnel covered by the Service Members Civil Relief Act (SCRA) (50 U.S.C. App. 501 et. seq.)\*, ID.me provides services to Financial Services companies and Third Party Websites in order to facilitate their compliance with the provisions of SCRA. By joining ID.me, you agree that ID.me may use your personal information in order to assist Financial Services companies and Third Party Websites to determine your eligibility or your family member's eligibility for SCRA benefits and protections. ID.me may periodically use your personal information to confirm your SCRA eligibility or your family member's eligibility at a later point in time to inform third parties of any changes to your SCRA eligibility status. Source of this information may include, but are not limited to, publicly available websites, physical documentation, financial information, ID.me's network or third parties that have a relationship with ID.me.

\*The scope of ID.me's SCRA services includes all individuals protected by the SCRA (i.e. personnel serving in the United States Armed Forces, commissioned officers of the Public Health Service and the National Oceanic and Atmospheric Administration, U.S. citizens serving with the armed forces of nations allied with the United States, and, where applicable according to federal or state laws and regulations, dependents and family members of an individual protected under the SCRA.

## 3. Release of Personally Identifiable Information

We will not share, sell, rent, or trade your Personally Identifiable Information or Sensitive Information with other parties, except to verify your identity and eligibility or upon receipt of your consent as provided below:

**We will share your Personally Identifiable Information and Sensitive Information with entities necessary to validate your ID.me Account and Provide the ID.me Service to you.** In order to verify your identity and eligibility to receive discounts, cash back rebates and other benefits from merchants and other service providers, we will provide your Personally Identifiable Information and Sensitive Information to third parties such as government agencies, telecommunications networks, financial institutions or other trusted and reliable sources of information. Our provision of your Personally Identifiable Information to the foregoing parties is solely to verify your identity and eligibility for the ID.me Service. We have established relationships with Registration Authorities similar to the entities described above whereby the Personally Identifiable Information and Sensitive Information you provide to us will be transmitted to them using industry standard encryption tools, designed to protect such information from unauthorized access.

**By providing any personally identifiable information and sensitive information to us, you authorize ID.me to provide such information to the above Registration Authorities and other trusted entities in order to verify your identity and eligibility to receive discounts, cash back rebates and benefits.** We will share certain Personally Identifiable Information tied to your ID.me Account (including the ID.me Cash Back Program) with Third Party Websites where you grant us permission to do so by creating an account with the Website and utilizing your ID.me Account to access and use Third Party Websites (including, without limitations, use of your ID.me to create an account, register or subscribe with a Third Party Website). We do not share your Personally Identifiable Information or Sensitive Information with Third Party Websites absent your permission. However, by utilizing your ID.me Account at Third Party Websites, you are expressly authorizing us to share certain Personally Identifiable Information or Sensitive Information tied to your ID.me Account with such Third Party Websites. The ID.me Service is intended to allow you to create a membership or profile with a Third Party Website and/or engage in a transaction with a Third Party Website by automatically transferring Personally Identifiable Information or Sensitive Information. This transfer of Personally Identifiable Information and/or Sensitive Information tied to your ID.me Account is necessary to verify your eligibility to receive benefits or discounts from various organizations, and to communicate such eligibility to Third Party Websites. The information ID.me shares with Third Party Websites will be limited to the Personally Identifiable Information and/or Sensitive Information that ID.me, at its sole discretion, deems necessary to complete the transactions described herein. You will have the opportunity to review the information required to complete a transaction before your information is released to a Third Party Website. Absent your explicit permission, ID.me will never give Third Party Websites access to any or all of your information tied to your ID.me Account. In using the ID.me Service, Users have the ability to control which Third Party Websites are provided with their Personally Identifiable Information and Sensitive Information. We will not share a User's Personally Identifiable Information and Sensitive Information with a Third Party Website unless the User authorizes such sharing by using his or her ID.me account to register with the Third Party Website or to authorize the Third Party Website's access to his or her information.

**We may share your information with Authorized Third Party Service Providers.**

We provide certain services and products of the Website through third party service providers. These "Third Party Service Providers" perform functions on our behalf, such as sending out and distributing our administrative and promotional emails. We may share your Personally Identifiable Information with such Third Party Service Providers to remove repetitive information on customer lists, analyze data, provide marketing assistance, provide search results and links, process credit card payments, operate the Website, troubleshoot, and provide customer service. We may also collect personal information from individuals and companies ("Affiliates") with whom we have business relationships and may share

your information with Third Party Service Providers to accomplish our administrative tasks. However, we do not grant these entities any rights to use, and contractually restrict them from using, any information for any purpose other than providing services to us and to you. ID.me shall never sell your information to any entity for any reason.

**We may share your information in a business transfer.**

As with any other business, we could merge with, or be acquired by, another company, or we may file for protection under applicable bankruptcy laws in the future. In such event, Users information obtained and maintained by the Website, including Personally Identifiable Information, Sensitive Information and Non-Personally Identifiable Information, will transfer to a successor entity in connection with the corporate merger, consolidation, sale of assets, bankruptcy, or other corporate change. User information submitted prior to any such transfer would remain subject to the terms of this Privacy Policy (as it existed on the date of the submission). However, User information submitted after a transfer to a successor entity may be subject to a new Privacy Policy adopted by the successor entity.

**We may share your information for our protection and the protection of others.**

We reserve the right to disclose your Personally Identifiable Information as required by law and when we believe that disclosure is necessary to protect our rights and/or comply with a judicial proceeding, court order, or legal process served on our Website; enforce or apply this Privacy Policy, our Website Terms of Use or other agreements; or investigate, prevent, or take action suspected or actual prohibited activities, including but not limited to, fraud and situations involving potential threats to the physical safety of any person or to prevent financial loss to any person or entity; or otherwise protect the rights, property or safety of the Website, its Users or others.

**4. Release of Non-Personally Identifiable Information**

We may disclose or share Non-Personally Identifiable Information with Third Party Service Providers and Affiliates. For example, we may share aggregated demographic information (which does not include any Personally Identifiable Information or Sensitive Information) with "Third Party Advertisers" or "Third Party Advertising Companies" and other parties as provided below:

We may use Third Party Advertising Companies to serve ads when you visit our Website. These companies may use Non-Personally Identifiable Information about your visits to this and other websites in order to provide, through the use of network tags, advertisements about goods and services that may be of interest to you. Some of these Third Party Advertising Companies may be advertising networks that are members of the Network Advertising Initiative ("NAI"). If you would like more information about any NAI member company, or you would like to opt-out of targeted advertising from any NAI member company, click here: [http://www.networkadvertising.org/consumer/opt\\_out.asp](http://www.networkadvertising.org/consumer/opt_out.asp). We also use Third Party Service Providers to track and analyze Non-Personally Identifiable usage and volume statistical information from our Users to administer our Website and constantly improve its quality. We may also publish this information for promotional purposes or as a representative audience for Advertisers. Please note that this is not Personally Identifiable Information or Sensitive Information as defined above, only general summaries of the activities of our Users. Such data is collected on our behalf, and is owned and used by us.

**5. Updating and Correcting Information**

We believe that you should have the ability to access and edit the Personally Identifiable Information and Sensitive Information you provide us. You may change any of your Personally Identifiable Information or Sensitive Information by logging into your account and accessing the "my account" section of the site. You may update your Personally Identifiable Information or Sensitive Information by sending us an email at [help@id.me](mailto:help@id.me) or writing to us at 8281 Greensboro Drive, Suite 600, Tysons Corner, VA 22102. Please indicate your name, address and email address, and what information you would like to update when you contact us.

We encourage you to promptly update your Personally Identifiable Information and Sensitive Information if they change. You may ask to have the information on your account deleted or removed; however, we may keep track of certain information if required by law. In addition, it may be impossible for us to completely delete all of your information because we periodically back-up information.

#### 6. Protecting and Destroying Personally Identifiable Information

Personal information will be retained until we have fulfilled ID.me's legal, contractual and policy obligations. Currently, in order to fulfill these obligations, our retention policy is the duration of your relationship with ID.me plus five years.

In the event that ID.me's services are no longer available ID.me will make commercially reasonable efforts within its power to protect and/or securely destroy your personal information in accordance with applicable legislation.

While we hold your personal information, we use approved industry-recognized encryption methods to protect it from unauthorized access. Likewise, when we destroy your personal information, we use industry-recognized methods to effect such destruction.

#### 7. User Choices on Collection and Use of Information

As discussed above, you can always choose not to provide information, although it may be required to use all or parts of the ID.me Service, including the ID.me Marketplace.

Except as otherwise provided herein, if you register for an account with, or log into, the ID.me Service, including the ID.me Marketplace, you are expressly consenting to receive e-mails (namely, Administrative Emails and Promotional Emails, as defined below) from us at the email address supplied by you. However, we will not send you Promotional Emails if you have signed up through a Third Party Website, unless you expressly consent to receive such emails or you separately register or log in as a user of the ID.me Service, including the ID.me Marketplace.

"Administrative Emails" relate to a User's activity with the ID.me Service, and include emails regarding the User's account, requests or inquiries by the User, earned cash back rebates, and purchases of products and services. We may also send you Promotional Emails. "Promotional Emails" advertise our products and services, including sales and other offers by Third Party Websites, such as cash back rebate promotions, employment and educational opportunities, and/or the products and services of our Third Party Websites, Third Party Service Providers and Affiliates.

You cannot opt-out of Administrative Emails. However, you have the ability to opt-out from receiving Promotional Emails.

If you want to opt out of receiving Promotional Emails from us, you must e-mail us at [feedback@id.me](mailto:feedback@id.me), write to us at the address contained herein, or click the "unsubscribe" button at the bottom of any of our e-mails and complete any additional steps required in response thereto. When contacting us, please indicate your name, address, email address, and indicate whether you no longer wish to receive all or certain Promotional Emails.

#### 8. Security of Information

We take security seriously and take numerous precautions to protect the security of Personally Identifiable Information. You can access your Personally Identifiable Information and Sensitive Information on our Website through a password and your email address. This password is encrypted. We recommend that you do not share your password with anyone. In addition, your Personally Identifiable Information and Sensitive Information reside on a secure server to which only select personnel and contractors have access.

Unfortunately, no data transmission over the Internet or any wireless network can be guaranteed to be 100% secure. As a result, while we employ commercially reasonable security measures to protect data and seek to partner with service providers that do the same, we cannot guarantee the security of any information transmitted to or from the Website, and are not responsible for the actions of any third parties that may receive any such information.

## 9. Data Tracking

### 9.1 Cookies.

To facilitate and customize your experience with the Website, we store cookies on your computer. A cookie is a small text file that is stored on a User's computer for record-keeping purposes which contains information about that User. We use cookies to save you time while using the Website, remind us who you are, administer cash back rebates, and track and target user interests in order to provide a customized experience. Cookies also allow us to collect Non-Personally Identifiable Information from you, like which pages you visited and what links you clicked on. Use of this information helps us to create a more user-friendly experience for all visitors. In addition, we may use Third Party Advertising Companies to display advertisements on our Website. As part of their service, they may place separate cookies on your computer. We have no access to or control over these cookies. This Privacy Policy covers the use of cookies by the Website only and does not cover the use of cookies by any Third Party Website, Third Party Service Provider or Affiliate. Most browsers automatically accept cookies, but you may be able to modify your browser settings to decline cookies. Please note that if you decline or delete these cookies, some parts of the Website, including our Cash Back Program, may not work properly.

### 9.2 Other Tracking Devices.

We may use other industry standard technologies like pixel tags and web beacons to track your use of our Website pages and promotions, or we may allow our Third Party Service Providers to use these devices on our behalf. Pixel tags and web beacons are tiny graphic images placed on certain pages on our Website, or in our emails that allow us to determine whether you have performed a specific action. When you access these pages or open or click an email, pixel tags and web beacons generate a Non-Personally Identifiable notice of that action. Pixel tags allow us to measure and improve our understanding of visitor traffic and behavior on our Website, as well as give us a way to measure our promotions and performance. We may also utilize pixel tags and web beacons provided by our Affiliates and/or Marketing Partners for the same purposes. The Website is not presently configured to respond to DNT or "do not track" signals from web browsers.

## 10. Privacy Policies of Third Party Websites

This Privacy Policy only addresses the use and disclosure of information we collect from you on [www.ID.me](http://www.ID.me). Other websites, including Third Party Websites, may be accessible through this Website have their own privacy policies and data collection, use and disclosure practices. If you link to any such website, we urge you review such website's Privacy Policy. We are not responsible for the policies or practices of third parties.

## 11. Miscellaneous Privacy Issues

If you have questions or complaints regarding our privacy policy or practices, please contact us at [help@id.me](mailto:help@id.me).

### 11.1 Children.

Minors under the age of 18 may not use the Website. We do not knowingly collect personal information from anyone under the age of 18, and no part of the Website is designed to attract anyone under the age of 18. Because we do not intentionally collect any information from children under the age of 18, we also do not knowingly distribute such information to third parties. If you have reason to believe that a child under 18 years of age has provided us with information, please contact us at [support@id.me](mailto:support@id.me) and we will immediately delete such information, subject to and in compliance with applicable law.

### 11.2 Public Areas.

We may provide areas on the Website where you can publicly post information about yourself, can communicate with others (such as discussion boards or blogs), or can review products, and submit media content. This information may be accessible by other consumers and companies, and may appear on other websites or web searches; therefore this information could be read, collected, and used by others. For example, if you post your email address along with a product or service review, you may

receive unsolicited messages from other registered users. We have no control over who reads your postings or what other Users may do with the information you voluntarily post, so please use caution when posting any personal information. We do obtain consent from our Users to post their name along with their reviews.

#### 11.3 Facebook Connect.

The ID.me Website allows users to access Facebook Connect to interact with friends and to share on Facebook through Wall and friends' News Feeds. If you are logged into ID.me and Facebook, when you click on "Connect with Facebook" your profiles will merge if the email addresses match. If the email addresses do not match, we ask you if you want to merge them and you must enter your ID.me password to validate that you control that account. If you are already logged into ID.me but not logged into Facebook, when you click on "Connect with Facebook" you will be prompted to enter your Facebook credentials or to "Sign up for Facebook." By proceeding, you are allowing the ID.me Website to access your information and you are agreeing to the Facebook Terms of Use in your use of the ID.me Website.

Conversely, if you are not currently registered as an ID.me user and you click on "Sign in Using Facebook," you will first be asked to enter your Facebook credentials and then be given the option to register and join ID.me. Once you register on the ID.me Website and Connect with Facebook, you will be able to automatically post recent activity back to Facebook. You have the option to disable Facebook Connect at any time by logging into "My Profile" and clicking on "My Facebook Profile." Further, you can edit privacy settings for the reviews that appear on Facebook or disconnect this service by visiting the Facebook Application Settings page.

#### 11.4 Please Further Note.

If a User uses Facebook Connect, depending on the privacy settings that the User has set on his or her Facebook account, the User will be granting us access to the information accessible via that Facebook Account and we will access, make available and store (if applicable and as permitted by Facebook and authorized by the User via his or her Facebook account setting) that information so that it is available on and through the User's Account on the Website. If there is information about the User's "friends" or people with whom the User is associated via the Facebook account, the information we obtain about those "friends" or people with whom the User is associated, may also depend on the privacy settings such people have with Facebook.

#### 11.5 Notice of Privacy Rights to California Residents.

California law requires that we provide you with a summary of your privacy rights under the California Online Privacy Protection Act (the "Act") and the California Business and Professions Code. As required by the Act, we will provide you with the categories of Personally Identifiable Information that we collect through the Website and the categories of third party persons or entities with whom such Personally Identifiable Information may be shared for direct marketing purposes at your request. California law requires us to inform you, at your request, (1) the categories of Personally Identifiable Information we collect and what third parties we share that information with; (2) the names and addresses of those third parties; and (3) examples of the products marketed by those companies. The Act further requires us to allow you to control who you do not want us to share that information with. To obtain this information, please send a request by email or standard mail to the address found below. When contacting us, please indicate your name, address, email address, and what Personally Identifiable Information you do not want us to share with Affiliated Businesses or Marketing Partners. The request should be sent to the attention of our legal department, and labeled "California Customer Choice Notice." Please allow 30 days for a response. Also, please note that there is no charge for controlling the sharing of your Personally Identifiable Information or requesting this notice.

#### 11.6 International Users.

This Website is hosted in the United States. If you are a User accessing the Website from the European Union, Australia, Asia, or any other region with laws or regulations governing personal data collection, use, and disclosure, that differ from United States' laws, you are transferring your personal data to the United States which does not have the same data protection laws as such other regions. By providing your information to the Website, you are consenting to the transfer of your information to the United States for processing and maintenance in accordance with this Privacy Policy and our Terms of Service. You are also consenting to the application of Delaware law and controlling U.S. Federal law in all matters concerning the Website and ID.me Service.

## 12. Contacting Us

Whether you're a new or loyal customer, restaurant owner, marketer, publisher, media member or job seeker we'd like to stay connected and want to hear from you!

### **Corporate Address.**

ID.me, Inc.  
8281 Greensboro Drive, Suite 600  
Tyson's Corner, VA 22102

### **For Customers.**

Member Service Inquiries may be directed to [help@id.me](mailto:help@id.me).

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