

Third Party Licensing Agreements & Terms and Conditions

Certain features of the Professional Services utilize the services of third-party vendors and business partners, which services may include software, information, data or other services. Certain of these vendors and business partners require Users who utilize such features to agree to additional terms and conditions. This page identifies third-party terms and conditions that apply to the features set forth below, and your use of such features constitute your agreement to be bound by these additional terms and conditions.

A. QUANUM EHR LICENSE AND SERVICES AGREEMENT

By executing this Agreement, the undersigned individual or group medical practice/entity (“You” or “Your”) is entering into a contract (“Agreement”) with Quest Diagnostics Incorporated (“We”, “Us” or “Our”) to license Our EHR product and related services (“Quantum EHR Services”). If You are a current or existing Quantum customer, certain terms and conditions in this Agreement already may apply to You.

You agree to pay Us for Your use of the Quantum EHR Services at the rates set forth herein. You may make amendments to this Agreement during the Term of Your Agreement, which may change your payments. Unless otherwise noted in this Agreement, all Quantum EHR Services will be payable within 30 days of the date of invoice from Us to You.

You are responsible for the cost of all Internet connection charges, all necessary equipment and all taxes based on charges for Quantum EHR Services, excluding taxes based on Our income. Your relationships with third party vendors, including billing systems, practice management systems, and hardware/equipment, is beyond the scope of this Agreement and is expressly not Our responsibility.

Please list Sponsor organization, if applicable (e.g., IPA): _____. Unless covered by a Sponsor organization on Your behalf, You hereby agree to pay for the Quantum EHR License and Services for the period of time selected below. Fees, including the subscription fees as well as training, interface and support fees, will be paid either through preauthorized credit card billing on a monthly basis, or monthly or quarterly billing to Your office, You may add Providers or Services at any time, and You are responsible for informing us of any status changes (i.e. part-time to full-time) of any of Your Providers. If You add additional Services or change the number of Providers in Your organization, We may require You to complete an amendment to this Agreement. Please note that adding or deleting Providers may alter the monthly fees due in accordance with the Pricing Schedule.

Software Updates

Software Updates will be provided to You at no charge as long as You are party to an Agreement, except as noted below. “Updates” will include bug fixes and enhancements to existing applications that are made generally available to customers without charge. Updates will not include new applications or material enhancements that We have chosen to market and sell as a separate component. “Applications” are collections of related features and/or functions integrated into executable programs, which are accessible from Quantum EHR.

License and Services Fees for your Selections.

License fees presented are on a “per provider” basis. EHR Implementation Fees are on a “per provider” basis for the bundled Subscription model and “per office” basis for all others.

EHR License includes:

- Clinical encounter documentation
- 24/7 Access via iPad App, iPhone, Blackberry, most Smartphones and Internet
- ePrescribing and Formulary Checking
- Medication History via SureScripts Integration
- Electronic Lab Ordering and Results to all Quest Diagnostics Facilities
- Reports for Meaningful Use, Syndromic and Clinical Quality Reporting
- Clinical Decision Support
- Document scanning/importing
- Secure Messaging with Quantum Customers Nationwide
- Patient Education Resources
- Patient Portal

Early Termination:

If You are a monthly subscriber with Implementation billed separately from Your EHR license fee and You terminate this Agreement in its entirety, without cause, prior to the end of Your selected Term, You will pay a termination fee of \$400 for each full or partial year remaining on Your selected Term, for each provider covered by this Agreement. Any training cancelled within 48 hours of scheduled date will be subject to a cancellation fee of up to \$500.

Details regarding cancellation of other services are referenced in Section 10(d). We will not seek payments for early cancellation due to permanent closure of Your practice caused by disability or death.

1. Description of Quantum EHR Services; Access to Quest Diagnostics eLabs Solution.

The Quantum EHR Service provides access to an electronic health record solution that enables You to document the full clinical encounter for each patient. You can use Quantum EHR to manage a patient problem list, document vital signs, document a SOAP note, upload paper based documents and assign them to a patient, write a prescription, submit an approved prescription to the pharmacy of choice, save historical prescription information in the Quantum EHR patient chart, real-time clinical decision support and alerts and Meaningful Use Reporting. As part of the Quantum EHR Services, You will have access to the Quantum eLabs Solution ("eLabs Solution"). We will provide You access to a web browser-based application for You and Your approved personnel to view and print Our laboratory result reports for Your patients via the public Internet. If you are using the system's automatic printing feature, the printing of results constitutes delivery of laboratory test results to You. In the event you do not use the system's automatic print feature, or the printer is disabled for any reason, our posting of the test results to the elabs Solution constitutes delivery of the test results to You. When You are not receiving results by the automatic printing feature, You understand that it is your responsibility to routinely access the Quantum EHR Services to retrieve laboratory results reports for Your patients. Quantum EHR is an ONC-ATCB certified Complete EHR.

2. Term; Termination. This Agreement is effective when You execute this Agreement and remains in effect until terminated. In the event You are a monthly subscriber and You terminate this Agreement, without cause, prior to the end of Your selected Term, You will pay a termination fee of \$400 for each full or partial year remaining on Your selected Term, for each provider covered by this Agreement. If You have contracted for a specific length of time to use the Quantum EHR Services, You may terminate this Agreement upon thirty (30) days written notice prior to the expiration of Your contract term. Either You or We may terminate this Agreement for cause upon thirty (30) days written notice upon an uncured material breach by the other party. We may terminate this Agreement if You are more than 75 days delinquent in Your payments to Us for the Quantum EHR Services, and You will still owe any fees that are unpaid at the time of termination. In the event this Agreement is terminated, and upon Your written request, We will provide You with the Data from Quantum EHR in an industry standard format such that the Data can be transferred to another EHR of Your choosing. **There will be a fee to You for this Data conversion request.** If You remain a Quest Diagnostics' laboratory customer, We will make arrangements for You to receive Your Quest Diagnostics laboratory test results by another delivery method.

3. Your Responsibility For Authorized Users and Security of Your Equipment and Network; Use Restrictions.

(a) You represent that You are an authorized health care provider, and that the identification(s) used to obtain credentials for access to the Quantum EHR Services are Yours (i.e. You have not misrepresented Your identity to gain access to the Quantum EHR Services). You and other Authorized Users shall be entitled to access and use the Quantum EHR Services. You shall not permit any person who is not an Authorized User to access or use the Quantum EHR Services. "Authorized Users" means You and any of your personnel authorized by You. You may authorize personnel by notifying Us or by utilizing the "Delegated Administration Authority" functionality available through the Quantum EHR Services. Your obligations pursuant to this Agreement shall also apply to all Authorized Users. You are responsible for adding or terminating Authorized Users. Upon completion of training, Your Delegated Administrator will have the rights to add and delete users, edit user roles, reset user passwords, and set administrative features. You are solely responsible for the actions of Your Delegated Administrator, including but not limited to the Delegated Administrator's access to and use of Protected Health Information ("PHI"), and the Delegated Administrator's validation of credentials and identities of Authorized Users added by You.

(b) You should only access the Quantum EHR Services from equipment that meets the Quantum EHR system requirements, which requirements have been made available to You. You also are responsible for the security of Your information system(s), including its network and related computer equipment and peripherals ("Information System(s)"). In the event You are accessing the Quantum EHR Services through a mobile device, You are solely responsible for the access and use of such mobile device, and must keep secure your ID and password at all times. You are encouraged to fully utilize all security features, including locking, within the mobile device. You agree that it is Your responsibility to comply with all applicable laws, rules or regulations ("Applicable Laws"), and ensure adequate security of Your Information System(s). Each of You and Us agree to notify the other of any violation of data security of which You or Us become aware.

(c) You are responsible for obtaining and maintaining all necessary consents, permissions or authorizations, required in connection with the transmission, storage, retrieval, viewing and/or disclosure of Your patients' Protected Health Information ("PHI") through the Quantum EHR Services.

(d) You agree to report to Us, immediately, the discovery of any type of discrepancies, anomalies, or errors, detected in result reports obtained via the Quantum EHR Services. We will notify You if We become aware of circumstances involving the Quantum EHR Services that adversely impact your operating system or network or your patients' care.

4. Ownership Rights in or to the Quantum EHR Services; Indemnification; Rights to Data. As between You and Us, We own all rights, title, and interest in and to all copyright, trademark, service mark, patent, trade secret, or other intellectual property and proprietary rights worldwide in and to the Quantum EHR Services. Except for the specific licenses and rights granted to You in this Agreement, as between You and Us, We (and our licensors, where applicable) shall have sole and exclusive ownership of all right, title and interest, including intellectual property rights, in and to the Quantum EHR solution. Except as specifically authorized by Us in writing, You may not copy, modify or transfer the Quantum EHR, in whole or in part, or prepare any derivative works thereto. Further, You may not sublicense, reverse engineer, reverse assemble, disassemble, or decompile the Quantum EHR. Any rights not expressly granted by Us herein are reserved by Us. We agree to indemnify You for any costs, expenses, damages or liabilities directly arising from a third party claim that Your use of the Quantum EHR Services, in compliance with the terms and conditions of this Agreement, infringes such third party's intellectual property rights.



Notwithstanding any arrangement, You may have with a Third Party Data source, You own all patient Data in the Quantum EHR solution, including but not limited to Data accessible by Your patients. The functionality that enables You to directly provide Data to a patient does not permit or allow the Data to be modified or manipulated by such patient.

5. Disclaimers. The Quantum EHR Services system uses a matching algorithm (“matching tool”) to link patient data and charts for Your patients. You are responsible for the accuracy and consistency of all patient demographic information (e.g., patient name, social security number, date of birth, gender, address, etc.). The accuracy and consistency of this information will directly impact how the Quantum EHR Services system will match patient data and charts You create for patients served by Your practice and, if applicable, patient data and charts created by other physicians or providers to whom You or the patient gives access for treatment purposes. If, because of inadequate, inaccurate, or inconsistent data collection and/or data entry, the Quantum EHR Services matching tool produces multiple charts for an individual patient, it is Your responsibility to make the clinical decision whether to merge individual charts by utilizing the end user merge tool function available within the Quantum EHR Services. **THE QUANTUM EHR SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN. WE DISCLAIM ALL WARRANTIES AND CONDITIONS, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS ALSO APPLIES TO INFORMATION SERVICES WE PROVIDE VIA INTERFACES.** We cannot guarantee that Your access to the Quantum EHR Services will be uninterrupted or error-free.

6. Consequential Damages and Limitation of Liability. IN NO EVENT SHALL WE BE LIABLE FOR ANY DAMAGES, INCLUDING INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE QUANTUM EHR SERVICES. You understand and acknowledge that absent your agreement to this limitation of liability, We would not provide You access to Quantum EHR Services. Your sole remedy against Us is to terminate this Agreement. **This limitation of liability shall not apply to claims resulting from Our laboratory testing errors.**

7. Compliance with Laws. Both parties agree to comply with all applicable laws, rules or regulations (“Applicable Laws”). Applicable Laws include, but are not limited to, federal and state physician self-referral laws and regulations, federal and state anti-kickback laws and regulations, and HIPAA regulations. The provisions of this Paragraph will survive any termination of this Agreement.

8. Third Party Data Availability and Accuracy. The accuracy of third party-provided content (i.e. data from a source other than Quest Diagnostics), including any data entered directly by You, is entirely dependent on that third party source, and We are not responsible for any errors or omissions it may contain. Similarly, We are not responsible should the third party data provider experience problems with making their data available to Us. Our responsibility to You is to make available all third party content as and when it is made available to Us. You agree to hold us harmless and indemnify Us for any claims arising from third party provided-content or third party data.

9. Data Security. We will keep Your data in a secure environment at all times in accordance with security standards generally accepted in the industry with regard to PHI and Applicable Laws. It is anticipated that the Quantum EHR Services will be available to You on a 24x7 basis, scheduled maintenance notwithstanding. Currently, scheduled maintenance is on Thursdays from 10:00 p.m. to 12:00 a.m. and Saturdays between 9:00 p.m. and 6:00 a.m. on Sundays. All times are Eastern Time Zone.

10. Third Party Interfaces.

(a) All interfaces with third party sources will be subject to a separate specification agreement, which may include interface fees and ongoing support and maintenance costs to You. Interface development and testing will commence upon a formal review of this interface specification document with You. Once the interface has been developed, tested and reconciled to the satisfaction of You and Us, it will be deemed ready to go live in production. Interface development is normally done remotely from Our facilities. However, development of certain interfaces may require travel to Your site. These site visits will be done only when deemed necessary by You and Us.

(b) For each specified interface, We are responsible for: (1) Providing a detailed specification document that states both message format and communication methodology requirements; (2) Reviewing the specification document with the interface vendor; (3) Creation of a “Technical Design Document (TDD),” outlining the business and technical decisions agreed upon by You and Us regarding the interface as a result of the above analyses; and (4) Validation of the data transmitted from the source system to Quantum, including unit testing of interface.

(c) You or Your source system vendor are responsible for establishing data feeds from all source systems; and any fees from source system vendors to establish or modify such feeds. We reserve the right to re-price an interface when the detailed analysis uncovers features outside the scope of the general product capabilities. Rework due to deviations, modifications, and/or additional features after the interface specification has been approved by You are subject to an additional charge.

(d) Interface Cancellation: If an interface is cancelled by You after work has begun, You will be billed a pro-rated amount for the cancellation of interfaces, based on the following:

- cancelled at specification definition stage: 25%
- cancelled at development stage: 50%
- cancelled after completion of development: 100%

11. Electronic Prescribing Terms and Conditions.

(a) The Electronic Prescribing Service (“ePrescribing”) provides access to an electronic prescription management solution that enables You to streamline Your prescription writing process. You can use ePrescribing to write a prescription, submit an approved prescription to the pharmacy of choice, and save historical prescription information in a Quantum EHR Services patient chart.



(b) The information contained or available in the ePrescribing repository has been provided to Us by the patient's health care provider(s), pharmacy benefit management ("PBM") companies or other third party sources. We DO NOT verify such information nor do We monitor the information contained in the repository to ensure its completeness, accuracy, and timeliness, or whether prescription records contained in the prescription files were prepared in accordance with applicable professional standards. Therefore, information, including patient prescription files, is provided on an "AS IS" basis. You should never substitute information contained in the repository for a consultation with the patient and/or the patient's other health care providers.

(c) You authorize Us to electronically transmit prescriptions directly to the pharmacy of the patient's choice. This electronic transmission requires that certain prescription information be maintained on Our secure servers.

(d) As You know, there are a variety of State and Federal laws applicable to prescribing. Our service enables You to grant varying degrees of authority to individuals in the system. It is Your responsibility to restrict access, authority and use of the service in accordance with any and all laws (e.g., limiting the rights of nurse practitioners, physician assistants and/or other para-professionals as necessary to meet such laws).

12. Cerner Multum provides formulary and certain other information in the ePrescribing order system, and requires Your agreement to the following language:

The prescription management service offered by Quest Diagnostics (the "Service") contains features and functionality provided by third parties (e.g., the drug database provided by Cerner Multum, Inc. ("Multum")) that should be considered separate products provided by separate entities. The Service is intended for use solely by physicians in the United States.

Your use of this product acknowledges acceptance of these restrictions, disclaimers, and limitations. You expressly acknowledge and agree that neither Quest Diagnostics nor Multum or any other third party providing any aspect of the Service shall be responsible for the results of your decisions resulting from the use of the Service including, but not limited to, choosing or not choosing specific treatment based on the Service. Commercially reasonable efforts have been made to ensure that the information provided in the Service is accurate, up-to-date, and complete, but no express or implied guarantees are made to that effect. In addition, the drug information contained herein may be time sensitive.

The Service does not endorse drugs, diagnose patients, or recommend therapy. The Service is an informational tool only designed to assist licensed healthcare practitioners in caring for their patients and provide consumers (via their physicians) with drug specific information. Healthcare practitioners should use their professional judgment in using the information provided. The Service is not a substitute for the care provided by licensed healthcare practitioners.

The absence of a warning for a given drug or drug combination in no way should be construed to indicate that the drug or drug combination is safe, effective or appropriate for any given patient. Multum does not assume any responsibility for any aspect of healthcare administered or not administered with the aid of information the Service provides.

Disclaimer of Warranties

YOU ACKNOWLEDGE THAT THE SERVICE IS PROVIDED ON AN "AS IS" BASIS. EXCEPT FOR WARRANTIES WHICH MAY NOT BE DISCLAIMED AS A MATTER OF LAW; NEITHER MULTUM NOR QUEST DIAGNOSTICS NOR ANY THIRD PARTY MAKES ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY OR NATURE OF THE CONTENT OF THE SERVICE OR ITS PERFORMANCE, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN ADDITION, WITHOUT LIMITING THE FOREGOING, THE SERVICE HAS BEEN DESIGNED FOR USE IN THE UNITED STATES ONLY AND COVERS THE DRUG PRODUCTS USED IN PRACTICE IN THE UNITED STATES. MULTUM PROVIDES NO CLINICAL INFORMATION OR CHECKS FOR DRUGS NOT AVAILABLE FOR SALE IN THE UNITED STATES, AND CLINICAL PRACTICE PATTERNS OUTSIDE THE UNITED STATES MAY DIFFER SUBSTANTIALLY FROM INFORMATION SUPPLIED BY THE SERVICE. MULTUM DOES NOT WARRANT THAT USES OUTSIDE THE UNITED STATES ARE APPROPRIATE.

The Licensee acknowledges that updates to the Service are at the sole discretion of Multum. Multum makes no representations or warranties whatsoever, express or implied, with respect to the compatibility of the Service, or future releases thereof, with any computer hardware or software, nor does Multum represent or warrant the continuity of the features or the facilities provided by or through the Service as between various releases thereof. Any warranties expressly provided herein do not apply if: (i) the Licensee alters, mishandles or improperly uses, stores or installs all, or any part, of the Service, (ii) the Licensee uses, stores or installs the Service on a computer system which fails to meet the specifications provided by Multum, or (iii) the breach of warranty arises out of or in connection with acts or omissions of persons other than Multum.

Assumption of Risk, Disclaimer of Liability, Indemnity

THE END-USER ASSUMES ALL RISK FOR SELECTION AND USE OF THE SERVICE AND CONTENT PROVIDED THEREON. MULTUM SHALL NOT BE RESPONSIBLE FOR ANY ERRORS, MISSTATEMENTS, INACCURACIES OR OMISSIONS REGARDING CONTENT DELIVERED THROUGH THE SERVICE OR ANY DELAYS IN OR INTERRUPTIONS OF SUCH DELIVERY.

THE END-USER ACKNOWLEDGES THAT MULTUM: (A) HAS NO CONTROL OF OR RESPONSIBILITY FOR THE END-USER'S USE OF THE SERVICE OR CONTENT PROVIDED THEREON, (B) HAS NO KNOWLEDGE OF THE SPECIFIC OR UNIQUE CIRCUMSTANCES UNDER WHICH THE SERVICE OR CONTENT PROVIDED THEREON MAY BE USED BY THE END-USER, (C) UNDERTAKES NO OBLIGATION TO SUPPLEMENT OR UPDATE CONTENT OF THE SERVICE, AND (D) HAS NO LIABILITY TO ANY PERSON FOR ANY DATA OR INFORMATION INPUT ON THE SERVICE BY PERSONS OTHER THAN MULTUM.



MULTUM SHALL NOT BE LIABLE TO ANY PERSON (INCLUDING BUT NOT LIMITED TO THE ENDUSER AND PERSONS TREATED BY OR ON BEHALF OF THE END-USER) FOR, AND THE END-USER AGREES TO INDEMNIFY AND HOLD MULTUM HARMLESS FROM ANY CLAIMS, LAWSUITS, PROCEEDINGS, COSTS, ATTORNEYS' FEES, DAMAGES OR OTHER LOSSES (COLLECTIVELY, "LOSSES") ARISING OUT OF OR RELATING TO (A) THE END-USER'S USE OF THE SERVICE OR CONTENT PROVIDED THEREON OR ANY EQUIPMENT FURNISHED IN CONNECTION THEREWITH AND (B) ANY DATA OR INFORMATION INPUT ON THE SERVICE BY END-USER, IN ALL CASES

INCLUDING, BUT NOT LIMITED TO LOSSES FOR TORT, PERSONAL INJURY, MEDICAL MALPRACTICE OR PRODUCT LIABILITY. FURTHER, WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL MULTUM, QUEST DIAGNOSTICS OR ANY THIRD PARTY PROVIDING A FEATURE OR FUNCTIONALITY OF THE SERVICE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, LOSS OF BUSINESS, OR DOWN TIME, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AS BETWEEN THE END-USER AND MULTUM, THE END-USER HEREBY ASSUMES FULL RESPONSIBILITY FOR INSURING THE APPROPRIATENESS OF USING AND RELYING UPON THE INFORMATION IN VIEW OF ALL ATTENDANT CIRCUMSTANCES, INDICATIONS, AND CONTRAINDICATIONS.

13. ePrescribing Language required by SureScripts, LLC who facilitates electronic pharmaceutical prescribing:

You shall:

(a) Keep confidential any SureScripts Confidential Information;

(b) Use or disclose any PHI obtained or sent through the SureScripts System only in a manner consistent with all Applicable Law, including HIPAA and including obtaining any consents or authorizations required to be obtained by such Applicable Law;

(c) Acknowledge all consents and authorizations will allow disclosure of all data elements transmitted through the SureScripts System whether or not You intend to utilize such data elements;

(d) Under no circumstances use or allow any use of any data accessed by You through the SureScripts System other than for the specific purposes of patient care;

(e) Allow SureScripts and/or Us to access, inspect and audit Your records relating to the use of the SureScripts System or SureScripts Data.

(f) OTHER THAN AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SURESCRIPTS DOES NOT PROVIDE ANY EXPRESS WARRANTIES OR IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SURESCRIPTS USES AVAILABLE TECHNOLOGY TO MATCH PATIENT IDENTITIES WITH THEIR PRESCRIPTION DRUG BENEFIT AND PRESCRIPTION DRUG RECORDS IN ORDER TO PROVIDE PHYSICIANS WITH PATIENTS' PRESCRIPTION DRUG BENEFIT AND MEDICATION HISTORY INFORMATION. BECAUSE PATIENT INFORMATION IS MAINTAINED IN MULTIPLE PLACES, NOT ALL OF WHICH ARE ACCESSIBLE TO SURESCRIPTS AND BECAUSE NOT ALL PATIENT INFORMATION IS KEPT IN A STANDARD FASHION OR IS REGULARLY UPDATED, IT IS POSSIBLE THAT FALSE MATCHES MAY OCCUR OR THAT THERE MAY BE ERRORS OR OMISSIONS IN THE PRESCRIPTION DRUG BENEFIT OR MEDICATION HISTORY INFORMATION. THEREFORE, ANY TREATING PHYSICIAN OR OTHER HEALTH CARE PROVIDER OR FACILITY SHOULD VERIFY PRESCRIPTION DRUG BENEFIT OR MEDICATION HISTORY INFORMATION WITH EACH PATIENT AND/OR THE PATIENT'S REPRESENTATIVES BEFORE SUCH INFORMATION IS RELIED UPON OR UTILIZED IN DIAGNOSING OR TREATING THE PATIENT. SURESCRIPTS IS NOT A HEALTH PLAN, HEALTH CARE PROVIDER OR PRESCRIBER. SURESCRIPTS DOES NOT AND CANNOT INDEPENDENTLY VERIFY OR REVIEW THE INFORMATION TRANSMITTED THROUGH THE SURESCRIPTS SYSTEM FOR ACCURACY OR COMPLETENESS.

SURESCRIPTS MAKES NO REPRESENTATION OR WARRANTY REGARDING THE AVAILABILITY THROUGH THE SURESCRIPTS SYSTEM OF ANY

PARTICULAR DATA SOURCE OR OTHER PARTICIPANT. AT ANY TIME, DATA SOURCES OR OTHER PARTICIPANTS MAY BE ADDED TO OR DELETED FROM THE SURESCRIPTS SYSTEM OR MAY LIMIT VENDOR AND/OR VENDOR CUSTOMER ACCESS TO THEIR DATA, AND SUCH CHANGES MAY OCCUR WITHOUT PRIOR NOTICE TO VENDOR OR VENDOR CUSTOMERS.

14. Health Language, Inc. provides content mapping and additional content for Quanam EHR and requires You to agree to the following terms:

(a) **SUBLICENSE.** Health Language, Inc. (HLI) hereby grants a limited nonexclusive and nontransferable sublicense for certain HLI Technology through Us to You. You acknowledge that HLI owns the HLI Technology subject to the sublicense.

(b) **PROTECTIONS AND NONDISCLOSURE.** You agree that You shall protect all Intellectual properties in the HLI Technology, including without limitation, patents, copyrights, and trade secrets. Further, You shall not disclose any HLI Technology to any third parties, nor reverse engineer any HLI Technology.

(c) **WARRANTY DISCLAIMER.** ANY USE BY YOU OF THE HLI TECHNOLOGY IS AT YOUR OWN RISK. THE HLI TECHNOLOGY IS PROVIDED FOR USE "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, HEALTH LANGUAGE, INC. AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. HEALTH LANGUAGE, INC. IS NOT OBLIGATED TO PROVIDE ANY UPDATES TO THE HLI TECHNOLOGY.

(d) **LIMITATION OF LIABILITY. NO LIABILITY FOR DAMAGES.** IN NO EVENT SHALL HEALTH LANGUAGE, INC. OR ITS SUPPLIERS HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES IN ANY WAY ARISING OUT OF THE USE OR INABILITY TO USE



ANY PRODUCT AND HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR LOSS OF DATA, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL HLI'S CUMULATIVE LIABILITY ARISING OUT OF THIS SUBLICENSING EXCEED THE AMOUNTS ACTUALLY PAID BY YOU TO US OR HLI FOR THE HLI TECHNOLOGY PURSUANT TO THIS SUBLICENSING.

15. The American Medical Association is the licensor of CPT codes, and requires You to agree to the following terms:

- (a) The CPT codes ("AMA Content") licensed to You by the AMA is a nontransferable, nonexclusive license to use the AMA Content solely for internal use within the United States.
- (b) You are prohibited from publishing, distributing via the Internet or other public computer based information system, creating derivative works (including translating), transferring, selling, leasing, licensing or otherwise making available to any unauthorized party the AMA Content, or a portion or copy of the AMA Content.
- (c) Your continuing access to the AMA Content is dependent upon the continuation of the contract between Us and the AMA.
- (d) You ensure that anyone with access to the AMA Content shall also follow the terms of this Section 15.
- (e) CPT is copyrighted by the AMA, and CPT is a registered trademark of the AMA.
- (f) U.S. Government Rights. This product includes CPT which is commercial technical data, which was developed exclusively at private expense by the American Medical Association (AMA), 330 North Wabash Avenue, Chicago, Illinois 60611. The AMA does not agree to license CPT to the Federal Government based on the license in FAR 52.227-14 (Data Rights - General) and DFARS 252.227-7015 (Technical Data - Commercial Items) or any other license provision. The AMA reserves all rights to approve any license with any Federal agency.
- (g) You may make copies of the AMA Content only for backup and archival purposes. For any such backup or archival copies, all applicable AMA copyright and trademark notices should be used.
- (h) The AMA Content is provided "as is" with no liability to the AMA, including but not limited to, liability for consequential or special damages, or lost profits for sequence, accuracy, or completeness of data. AMA's sole responsibility is to make available to Us replacement copies of the AMA Content if the data is not intact. AMA disclaims any liability for or any consequences due to use, misuse, or interpretation of information contained or not contained in the AMA Content.

16. Healthwise Incorporated ("Healthwise") is the provider of educational materials within Quantum EHR Services, and requires You to agree to the following terms:

- (a) License Grant Limitations.
 - 1. The Healthwise product shall not be used in any manner except as included in the Quantum EHR Services and as expressly provided in this Agreement. The content of the Healthwise product shall not be altered, deleted or used in any manner outside of the Quantum EHR Services, including but not limited to copying (except for limited personal use), modifying, altering, revising, paraphrasing, omitting, changing, displaying, storing, timesharing, renting, leasing, sublicensing, publishing, distributing, translating (including compiling), transmitting, transferring, assigning, selling, or commercially exploiting in any manner whatsoever.
 - 2. You shall not assign or sublicense the Healthwise products.
 - 3. The Healthwise product has been developed and is intended for use by consumers in the United States.
- (b) Intellectual Property Ownership. All intellectual property rights relating to the Healthwise product are the property of Healthwise or Healthwise's third party suppliers. The copyright statements, disclaimers, warnings, notices, license restrictions, and/or limitations of liability provisions on or in the Healthwise content shall not be altered or deleted.
- (c) DISCLAIMER.
 - 1. **HEALTHWISE DOES NOT GIVE MEDICAL ADVICE.** Healthwise content is based on current medical literature and physician review. Healthwise content is intended to help people make better health care decisions and take greater responsibility for their own health. However, use of Healthwise content is not intended to replace the advice of a doctor. Healthwise products have been developed and are intended for use by consumers in the United States.
 - 2. **YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT HEALTHWISE AND ITS SUPPLIERS ARE NOT RESPONSIBLE FOR THE RESULTS OF THE USE OF THE HEALTHWISE CONTENT, INCLUDING, BUT NOT LIMITED TO, USERS' CHOOSING TO SEEK OR NOT TO SEEK PROFESSIONAL MEDICAL CARE, OR USERS' CHOOSING OR NOT CHOOSING SPECIFIC TREATMENT BASED ON THE HEALTHWISE CONTENT.**
 - 3. You, as the organization that uses and provides access to the Healthwise content, acknowledge that You have the discretion and responsibility to determine the type and accuracy of information that prompts delivery of the Healthwise content and related health messaging to which patient population. YOU ARE SOLELY RESPONSIBLE FOR MAKING FINAL JUDGMENTS REGARDING DELIVERY OF THE HEALTHWISE CONTENT.
- (d) **HEALTHWISE CONTENT IS PROVIDED ON AN "AS-IS" BASIS AND HEALTHWISE AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL HEALTHWISE OR ITS SUPPLIERS BE LIABLE FOR LOSS OF DATA,**

SUBSTITUTE SERVICES, LOSS OF PROFIT, OR FOR ANY OTHER SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, HOWEVER CAUSED, WHETHER BASED UPON CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, WARRANTY, OR ANY OTHER LEGAL THEORY.

(e) **Indemnification.**

1. You will defend Healthwise, its suppliers, and their officers, directors and employees (“Indemnitees”) against any claims and indemnify and hold Indemnitees harmless against any causes of action, losses, liabilities, expenses (including reasonable attorney’s fees) and obligations arising out of:

- Determination of which patient population will receive Healthwise content and the type and accuracy of information that prompts delivery of the Healthwise content; and/or
- Misuse, modification, or inappropriate distribution of the Healthwise content.

17. Professional Services.

We will receive end-user customer data from You, including names, user roles and any other pertinent identification numbers, i.e. DEA number. This data will be used to enroll the end-users in the Quantum EHR application. Upon authentication and validation of these credentials, end-user credentials in the form of individual user login identification codes and passwords will be provided to You.

18. Customer Support

Upon payment of the applicable fees by You, the following are the specific terms and conditions pursuant to support services with respect to the Quantum EHR Services:

(a) General Support for Software.

1. We will provide remote support service to You for the purpose of assisting You with Quantum EHR use. You may access such remote support by calling 1-800-697-9302 or by sending an e-mail to Care360Support@questdiagnostics.com at any time 24 hours a day, 7 days a week.
2. During the hours of 6:00 a.m. until 8:00p.m., Eastern Time, Monday through Friday (“Standard Business Hours”), requests for support will be routed to a Customer Support analyst who will either immediately assist You with any question or will return the call within two hours of its receipt.
3. Support outside Standard Support hours is considered “Emergency Support” and is reserved for issues classified as “Severity 1” or “Severity 2” below. Requests for Emergency support should be made by calling the Customer Support Number and not via e-mail. Calls to Emergency Support will also be returned within 2 hours of the initial call.

(b) Scope of Software Support

1. Customer Support is intended to provide You with assistance using the Quantum EHR application in the following areas:
 - Any scenario where the product does not appear to be functioning properly, as defined by the then current user documentation.
 - Any scenario where custom interfaces developed by Us do not appear to be functioning properly, as defined by the signed interface or workflow specifications.
 - Assistance to trained users on how to properly use a given Quantum EHR feature.
 - Unless stated otherwise in the Quantum EHR Release Notes, new releases of Quantum EHR will include backward compatibility with previously developed custom interfaces. Programming changes necessary to maintain this backward compatibility are included within the scope of Customer Support.
 - Installation of patches and new product releases.
2. Customer Support does not include the following (also called “out-of-scope support services”):
 - Correction of problems caused by configuration errors made by You. This includes problems caused by modification of data or parameters in the source systems that interface data to and from Quantum EHR.
 - The process of testing of new releases, including all custom interfaces, prior to upgrading the new release into production. Any possible problems found by You during the testing process are covered by this Agreement.
 - All programming changes and re-testing services following the update of a source system after the original interfaces between that system and Quantum EHR were certified.
 - Correction of problems caused by uploading invalid data into Quantum EHR, either via scanning or an interface.

For out-of-scope support services performed during Standard Support Hours, You may be billed on a time and materials basis at then current rates, with a 2 hour minimum charge. For out-of-scope services outside of Standard Support Hours, the rate is increased by 50%.

(c) Software Support Response Time Targets.

All requests for software support will receive a response from a Customer Support analyst within 2 hours of the initial request. The first step will be assigning the call a Severity according to the following criteria, which will determine the response priority.



- **Severity 1** – the system is down, is losing/corrupting data, or is effectively unusable for its primary purpose of providing an electronic patient record.
- **Severity 2** - a major feature of the system is not working that significantly impacts business or clinical operations.
- **Severity 3** - a less important part of the system is not working or the problem only occurs under very infrequent circumstances. The application and overall system are still usable and the operational impact of the problem is minor.
- **Severity 4** – a very minor problem having no operational impact.

Response for Severity 1 problems: Customer Support staff will work to resolve the problem when contacted 24x7. The solution may involve a configuration change, operational change, or software patch. You will be notified immediately upon any significant progress towards a resolution by the Customer Support analyst and provided a summary executive status report by the Customer Support Manager.

Response for Severity 2 problems: Customer Support staff will work to resolve the problem when contacted 24x7. The solution may involve a configuration change, operational change, or software patch. You will be notified upon any significant progress towards a resolution by the Customer Support analyst.

Response for Severity 3 problems: We will consider for resolution these issues in the next scheduled maintenance release or an upcoming general release of Qunam EHR

Response for Severity 4 problems: We will consider fixing these in a future standard release.

(d) Support Escalation Procedure

1. Any Severity 1 problem that is not resolved within 24 hours is escalated to the Qunam EHR Customer Support Director. If it is not resolved with 48 hours, it is escalated to the Vice President of Professional Services.
2. Any Severity 2 problem that is not resolved within 2 business days is escalated to the Qunam EHR Customer Support Director. If it is not resolved within 4 business days, it is escalated to the Vice President of Professional Services.
3. If You do not feel that adequate progress is being made to resolve a support issue, You should first contact the Customer Support Director and then, if necessary, the Vice President of Professional Services.

20. Miscellaneous. All communications from either party shall be in writing and shall be sent by either email or registered or certified mail, return receipt requested. Your email address shall be the email address used in executing this Agreement. Our email address shall be Legal@questdiagnostics.com. We may also give notices or other communications by posting, displaying, or providing links to notices or other communications on the Qunam EHR Services. The effective date of any permitted change to the terms of this Agreement, shall be the date the applicable email was sent or notice posted on the Qunam EHR Services or, in the case of registered or certified mail, the date of Your receipt of the mail. You may not assign or otherwise transfer this Agreement to any other person or entity without our written consent. You agree that you have read this agreement, and agree to be bound by its terms. You further agree that You have the authority to bind the entire group, practice or entity covered by this Agreement. You further agree that this Agreement is the complete and exclusive agreement related to the Qunam EHR Services, and supersedes any proposal(s), or prior agreement(s), whether written or oral, relating to the subject matter of this Agreement.

Direct Services Terms and Conditions

If Your practice will be utilizing Qunam Direct Services, the following terms and conditions also apply to You:

1. Permitted Purposes and Security of Your Equipment and Network.

(a) You may use Qunam Direct Services only for a Permitted Purpose. "Permitted Purpose" means one of the following reasons for which You or other users may legitimately transmit data:

1. Treatment of the individual who is the subject of the transmitted message;
2. Payment activities of You for the individual who is the subject of the transmitted message which includes, but is not limited to, transacting message content in response to or to support a claim for reimbursement submitted by You to a Health Plan;
3. Health Care Operations of either the submitter or recipient of the transmitted message;
4. Public health activities and reporting as permitted by Applicable Law, including the HIPAA Regulations at 45 C.F.R. § 164.512(b) or 164.514(e);
5. Any purpose to demonstrate Meaningful Use of certified electronic health record technology by the (i) submitter, (ii) recipient or (iii) Covered Entity on whose behalf the submitter or the recipient may properly transact content. "Meaningful Use of certified electronic health record technology" shall have the meaning assigned to it in the regulations promulgated by the Department of Health and Human Services; and



6. Uses and disclosures pursuant to an Authorization provided by the individual who is the subject of the message or such individual's personal representative as described in 45 C.F.R. § 164.502(g) of the HIPAA Regulations.

(b) Use of Quantum Direct Services is not a substitute for the proper treatment of a patient. You remain responsible for all decisions and actions taken or not taken involving patient care, utilization management, and quality management for Your patients.

(c) You are responsible for all computer configuration, operating systems, web browsers, and internet connectivity. You also are responsible for the security of Your information system(s), including its network and related computer equipment and peripherals ("Information System(s)"). In the event You are accessing the Quantum Direct Services through a mobile device, You are solely responsible for the access and use of such mobile device, and must keep secure your ID and password at all times. You must fully utilize all security features within the mobile device, including: (a) password lock activation; (b) virus and other malware protection of the device; and (c) file encryption and encryption of data at rest. You agree that it is Your responsibility to comply with all applicable laws, rules or regulations ("Applicable Laws"), and ensure adequate security of Your Information System(s). Each of You and Us agree to notify the other of any violation of data security of which You or Us become aware.

(d) You are responsible for obtaining and maintaining all necessary consents, permissions or authorizations, required in connection with the transmission, storage, retrieval, viewing and/or disclosure of Your patients' Protected Health Information ("PHI") through the Quantum Direct Services.

(e) You agree to report to Us, immediately, the discovery of any type of discrepancies, anomalies, or errors, detected in any data received via the Quantum Direct Services, or any PHI breaches. We will notify You if We become aware of circumstances involving the Quantum Direct Services that adversely impact your operating system or network or your patients' care.

2. Message Content and Third Party Data Accuracy. The accuracy of third party-provided content (i.e. data from a source other than Quest Diagnostics), is entirely dependent on that third party source, and We are not responsible for any errors or omissions it may contain. You agree to hold us harmless and indemnify Us for any claims arising from third party provided-content or third party data. You may retain, use and disclose such data in accordance with Applicable Laws and Your own data retention policies.

Electronic Prescribing for Controlled Substances (EPCS)

Terms and Conditions

If Your practice will be utilizing the Quantum Electronic Prescribing for Controlled Substances (EPCS), the following terms and conditions also apply to You:

1. In order to use EPCS services Your provider(s) must complete registration (including identity verification and OTP token activation) with the Credential Service Provider (CSP) Exostar® and order a one-time password (OTP) hardware token.
2. Our EPCS services include two-factor authentication by Exostar® and EPCS feature provided within Quantum ePrescribing or EHR service.