

MEDALLIES NETWORK END USER AGREEMENT

MedAllies, Inc., its subsidiaries, and its affiliated entities (collectively, "MedAllies") are pleased to offer online access to MedAllies' proprietary technology and services comprising an interoperable health information infrastructure (the "MedAllies Network"). Such access is governed by this MedAllies Network End User Agreement ("Agreement"). Please read the following information carefully.

1. **Certification.** MedAllies, pursuant to its certification authority under the Direct Project, issues digital certificates ("Certificates") to end users of the MedAllies Network who are health care providers. By accepting this Agreement, you authorize MedAllies to perform certain digital certificate-related duties that are normally reserved for Certificate subjects, usually an entity's equipment, personnel, or agents. These duties include managing keys, registering devices, and authenticating personnel with MedAllies and its Certificate systems, and installing, configuring, and managing issued Certificates.

a. **Certificates.** You authorize MedAllies to request Certificates in your name and for your use and benefit.

b. **Authorization.** You authorize MedAllies to request, issue, verify, use, and manage Certificates and corresponding key sets. You authorize MedAllies' employees and agents to communicate regarding the management of key sets and Certificates, and fulfill the roles related to Certificate issuance (such as a Certificate Requester, Certificate Approver, and Contract Signer, as used by the CA/Browser Forum's Extended Validation Guidelines for SSL Certificates, available at https://www.cabforum.org/Guidelines_v1_4.pdf).

You are responsible for all Certificates requested by MedAllies on your behalf until you send MedAllies written notice that the authorizations provided under this Section 1 are revoked. You hereby authorize MedAllies and its employees to:

- i. Request Certificates for domains and email addresses owned or controlled by you, and you represent that you have the exclusive right to use the domain or email address included in each Certificate, and
- ii. Request Certificates naming you or your equipment, employees, agents, or contractors as the subject.

c. **Duration.** The authorizations granted under this Section 1 are coterminous with the applicable subscriber agreement.

2. **Access.** In this Agreement, "you" refers to an individual or organization accessing or using the MedAllies Network. You shall have access to, and may utilize, the MedAllies Network only in accordance with this Agreement.

3. **Use.** You are solely responsible for all data and information you submit to or through the MedAllies Network. In connection with your access to and use of the

MedAllies Network, you shall comply with all applicable laws, regulations, rules, and policies of all relevant jurisdictions. In addition, in connection with your use of the MedAllies Network, you shall not:

a. permit any third party (except for your End Users for whom MedAllies has provided End User Accounts if you are an organization) access to the MedAllies Network;

b. represent yourself as another or as a fictitious individual;

c. intentionally disrupt or interfere with the MedAllies Network, or the operation or availability thereof;

d. intentionally transmit any unlawful, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, offensive, harassing, or otherwise objectionable information or content of any kind, including, but not limited to, any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or foreign law;

e. intentionally post or transmit any information that violates or infringes in any way upon the rights of others;

f. intentionally post or transmit any unsolicited advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or schemes, or other unsolicited commercial communications, or engage in spamming or flooding, or any denial of service attack;

g. intentionally post or transmit any data or information, in violation of applicable law, out of the country in which you reside;

h. intentionally post or transmit any data or software that cannot be exported without prior government authorization;

i. intentionally post or transmit any software or other information that contains a virus, trojan horse, worm, or other disabling device or harmful component; and

j. modify, decompile, disassemble or reverse engineer the MedAllies Network or any software related thereto.

4. **Termination.** MedAllies may immediately terminate (with no cure period) this Agreement and your access to and use of the MedAllies Network, if: (i) you fail, if required by applicable law, to be licensed, registered, or otherwise authorized by a governmental

authority to provide health care services; or (ii) you materially breach this Agreement and fails to cure such breach within thirty (30) days after receiving written notice from MedAllies describing the breach.

5. Suspension. MedAllies may immediately suspend your access to the MedAllies Network, in MedAllies' sole discretion, if MedAllies reasonably determines through verifiable documentation that such access poses a patient safety or confidentiality concern, or a threat to the functionality of the MedAllies Network.

6. Limitations of the MedAllies Network. The MedAllies Network is intended to be used to transmit messages between participants in the MedAllies Network ("Participants"), including Participants that are health care providers. There may be errors or omissions in the health information transmitted through the MedAllies Network. MedAllies does not and cannot independently verify or review any information transmitted through the MedAllies

Network for accuracy or completeness. You therefore acknowledge that:

- a. MedAllies makes no representations or warranties of any kind with respect to the accuracy or completeness of any information or data transmitted through the MedAllies Network;
- b. MedAllies is not a health plan or a health care provider;
- c. information received through the MedAllies Network is not a substitute for a health care provider's professional judgment; and
- d. any decision with regard to the appropriateness of treatment, or the validity or reliability of information transmitted through the MedAllies Network, is the sole responsibility of the applicable patient's health care provider.