



## Authorized User Portal Service Schedule CONFIDENTIAL

**1. Authorized User Portal Software and Services.** As applicable and according to a Company Order Form, this Authorized User Portal Service Schedule shall provide to Customer Company's Authorized User Portal software, which provides secure, web-enabled, remote user access for patients and their designated representatives to view their medical record, appointments and statements, and communicate securely with Customer's Providers ("Patient Users") and Facility Users, as further defined in Section 3 below (collectively, "Portal Users" and each a "Portal User").

**2. Authorized User Portal Software License.** Customer is granted access to the Authorized User Portal pursuant to the terms of the Subscription Software License. Notwithstanding anything to the contrary in the Subscription Software License, Customer is permitted to provide its Portal Users with access to the Authorized User Portal pursuant to the terms and conditions set forth in this Service Schedule and such Portal User shall be considered Users for purposes of the Subscription Software License.

**3. Associated Third-Party Service Providers.** Portal Users include third party providers or other entities who request access to the patients' records in the User Portal from Customer for continuity of care, medical research, or other purposes in compliance with applicable law, and where such access is facilitated by Customer through the Authorized User Portal software ("Facility Users"). For the avoidance of doubt, this Service Schedule applies to Portal Users, which includes both Patient Users and Facility Users; this Section 3 applies only to Facility Users.

- a. *Customer Responsibilities Regarding Facility Users.* Without limiting any of the Customer Responsibilities set forth in Section 5 below applicable to all Portal Users, with respect to Facility Users, Customer is solely responsible for the following additional responsibilities: (i) configuring settings for Facility Users through user settings described in the documentation provided in the eMDs Customer Support Center; (ii) issuing and terminating access credentials to Facility Users who Customer determines are lawfully entitled to such access and to whom Customer and the respective patient wish to provide such access; (iii) entering into an agreement, including but not limited to a business associate agreement, with the Facility User(s) under terms at least as restrictive of those between Company and Customer and in this Schedule; and (iv) obtaining any requisite consent from patients to allow the Facility User access to such patient's records through the Authorized User Portal software.
- b. *Site Administrator.* Customer shall designate a site administrator to be responsible for managing Facility Users and provide the name and contact information for the site administrator to Company upon request. Customer should ensure that all Facility Users contact the site administrator for support services; Facility Users are not authorized to contact Company's support services.
- c. *Representations and Warranties.* Customer acknowledges that Company has provided no legal or regulatory advice to Customer about the specific configurations or the purposes for which access may be granted to Facility Users. Customer represents and warrants to Company that, to the extent Customer considers it necessary or advisable to have such advice, it has obtained the advice of legal or compliance counsel.

**4. Company Responsibilities.** Provided that Customer pays all Fees when due, Company shall provide Customer and Portal Users with access to the Authorized User Portal, provide standard maintenance for the Authorized User Portal and, if applicable, maintain certification of the

Authorized User Portal in accordance with the Certification of Electronic Health Record Technology standards, as amended.

## 5. Customer Responsibilities.

a. *Patient Access.* Customer is solely responsible for inviting individuals to become Portal Users; properly identity proofing and authenticating such individuals before providing them with access to the Authorized User Portal; providing technical support to Portal Users with respect to their use of the Authorized User Portal; and not engaging in information blocking with respect to requests for access from patients.

b. *Compliance with Laws.* Customer understands and agrees it is responsible for compliance with applicable federal, state and local laws, rules and regulations as it relates to its use of the Authorized User Portal and its provision of access to the Authorized User Portal to Portal Users, including but not limited to the Children's Online Privacy Protection Act ("COPPA"), the Health Insurance Portability and Accountability Act ("HIPAA") and the 21<sup>st</sup> Century CURES Act. Customer shall not provide access to any Portal Users who reside outside of the United States and its territories. If Customer becomes aware of any allegation that the Authorized User Portal violates any privacy or security law or of any risk to the privacy and security of information available through the Authorized User Portal, Customer shall immediately notify Company. Customer shall cooperate with Company's reasonable requests related to the investigation of, response to or mitigation of any risks associated with such notification.

c. *Available Content.* Customer is responsible for defining what clinical content will be available to Portal Users through the Authorized User Portal and making such content available.

d. *Portal User Terms of Use.* Customer understands and agrees that Portal Users will be required to register to be able to access the Authorized User Portal. During the registration process or anytime thereafter, Portal Users may be asked to accept terms of use and a privacy policy related to their access to the Authorized User Portal (collectively, the "Authorized User Portal Terms"). At a minimum, the Authorized User Portal Terms must include those provisions which are pre-populated in the Authorized User Portal Terms by Company and which Company may change from time to time. Customer is fully and solely responsible for including any additional terms and maintaining such additional terms; provided, however, that such terms shall not conflict with this Agreement or the Company pre-populated Authorized User Portal Terms or impose any obligations on Company.

e. *Unauthorized Use.* Customer shall promptly notify Company of any unauthorized use or infringement of the Authorized User Portal or any other Company's intellectual property by Portal Users or others, of which Customer becomes aware. Company shall have the right, at its expense, to bring an action on account of such unauthorized uses or infringements. Customer shall cooperate with Company in such action in such manner as Company may reasonably request, at Company's cost and expense.

**6. GDPR Disclaimer.** The Authorized User Portal software is not intended for use by Customer, Portal Users, or Facility Users that are located in the European Economic Area ("EU"). Customer acknowledges that Company does not offer or otherwise avail any services to customers in the EU and is not subject to the EU's General Data Protection Regulation ("GDPR"). Customer agrees to not offer access of the Authorized User Portal software to anyone in the EU. Customer agrees to indemnify, defend and hold harmless Company from and against any claims and all losses, costs, liabilities, damages, expenses, demands, suits, actions, proceedings, or judgments (each a "Claim") made or brought against Company arising from any Claim that eMDs violated the GDPR as a result of Customer's Authorized Portal Users' access of the Authorized User Portal software.