

Terms of use

("Provider") provides a patient intake product ("Patient Platform") which, among other things, is designed to help patient end users ("Patient") and their designated caregiver(s) ("Caregiver") provide Patient health and other personalized information about the Patient to Provider through electronic or other means ("Patient Content") in connection with the services being provided to Patient by Provider and by any other applicable healthcare providers providing services to the Patient (and each of their personnel) ("Services"). As a Patient user, you may permit or designate one or more of your Caregivers to use the Patient Platform on your behalf. Patient and Caregiver, where applicable, may also together or individually be referred to herein as "you" or "your", and Provider may be referred to as "we" or "our".

Patient (and Caregiver, if applicable) acknowledges that this Agreement is between Provider and you and not with any developers, resellers, licensors or distributors of the Patient Platform or any practice management system or other platform or system on or through which the Patient Platform is accessed or used (collectively, "Licensors"). If you are using the Patient Platform, this license is granted to you only as permitted by, and subject to, all applicable laws and Provider's and Licensor's policies, terms and conditions.

YOUR REPRESENTATIONS

Patient or, if applicable, Caregiver, represent and warrant that you are 18 years of age or older and that the Patient Content and any other information that you or any Caregiver provides to us about you in connection with the Patient Platform, will be current, true, accurate, supportable, and complete. If you are a Caregiver, you further represent and warrant that you have all necessary rights, licenses, consents, and approvals to provide us with any Patient-related information and data (including Patient health information) in connection with Patient Platform.

YOUR PATIENT CONTENT

Patient and, if applicable, Caregiver(s) expressly permit the use of Patient Content by us in connection with the use of the Patient Platform and the providing of the Services. While we do not claim ownership rights in the Patient Content, if you share or post any Patient Content to or through

the Patient Platform or any Other Service (as defined below) or allow a Caregiver to do so on your behalf, you hereby grant us a non-exclusive, fully-paid, royalty-free, fully sub-licensable, transferable, irrevocable, worldwide license under any of your applicable intellectual property or other rights protecting the Patient Content to use, display, reproduce and distribute the same (in whole or in part) in connection with the Patient Platform and provision of the Services.

You may not provide any Patient Content that is malicious, defamatory, pornographic, abusive or threatening, or that promotes illegal or immoral activities. It is important to us that users do not use the Patient Platform to infringe upon the rights of others. You represent to us that, to your knowledge, (a) you have the right to share the Patient Content via the Patient Platform; and (b) the posting and sharing of said Patient Content via the Patient Platform does not violate the privacy rights, publicity rights, copyrights, trademark rights, contract rights or any other rights of any person or entity. If you are a Caregiver, you further represent and warrant that you have all necessary rights, licenses, consents and approvals from Patients and any necessary third parties to provide us with any Patient Content in connection with the Patient Platform and our providing you with the Services. We reserve the right to remove any Patient Content from the Patient Platform in our sole discretion, including because it does, or may, infringe upon another party's rights.

YOUR ACCEPTANCE OF THE AGREEMENT AND OUR LICENSE GRANT

This agreement (this "Agreement") sets forth the legally binding terms for Patient's and any applicable Caregivers' use of and access to the Patient Platform. By clicking the "I AGREE" or "I ACCEPT" button or using the Patient Platform, Patient and any applicable Caregivers agree to be bound by this Agreement as of such date (the "Effective Date").

By using the Patient Platform you understand that any of your healthcare providers (including Provider) who use the Patient Platform or any other of Licensors' products or services ("Other Services") may be able see and use the Patient Content that you provide and that is supplemented by your other healthcare providers who also use the Patient Platform or any Other Services for providing you with medical care and other related legally-permissible purposes. This information may be available automatically at the time that you visit the office of another provider using the Patient Platform or any Other Services. Your healthcare provider (including Provider) may designate any or all of your other providers to access your medical information using the Patient Platform or any Other Services prior to your office visit with those other providers. At your healthcare providers' (including Provider's) request, Licensors may provide a backup record of your medical information to be stored in your providers' electronic health record (EHR) system. You understand that Licensors are unable to ascertain compliance of the healthcare providers' (including Provider's) systems to which

Licensors may be requested to transmit a backup record of your medical information. If you have any questions or concerns about your healthcare providers' privacy and/or data security practices or their compliance with HIPAA, you should contact these providers directly to have your questions and/or concerns addressed.

IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT AND/OR ANY APPLICABLE USAGE POLICIES, YOU SHOULD NOT USE THE PATIENT PLATFORM OR SHOULD DISCONTINUE USE THEREOF IMMEDIATELY.

Subject to the terms of this Agreement and your compliance therewith, Provider hereby grants you a limited, nontransferable, non-exclusive license to access the Patient Platform for your personal, non-commercial use in connection with providing your Patient Content to Provider for use with the Services. This license will automatically terminate at the time of your completion of such use.

RESTRICTIONS ON YOUR USE

You are not permitted to and shall not: (a) delete, remove, obscure or alter any trademarks, trade names or logos, or any copyright or patent or other intellectual property or proprietary rights notice from the Patient Platform; (b) copy any element of the Patient Platform or modify, translate, adapt, or otherwise create derivative works or improvements of the Patient Platform; (c) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Patient Platform or any feature or functionality thereof to any third party for any reason; or (d) disassemble, reverse engineer, decode, decompile, or otherwise attempt to derive or gain access to the source code of the Patient Platform or any element thereof. If for any reason these restrictions are prohibited by applicable law or an agreement we have with any of our Licensors, then the activities are permitted only to the extent necessary to comply with such law or license.

OUR RIGHTS RESERVED

You acknowledge that the Patient Platform is licensed (but not sold) to you solely for the purpose of providing Patient Content to Provider. Provider and its Licensors reserve all rights in and to the Patient Platform not expressly licensed to you hereunder this Agreement. You do not acquire any ownership interest, including any copyrights, trademarks, and other intellectual property rights therein or relating thereto, in the Patient Platform under this Agreement, except as expressly granted to you in this Agreement. If you submit comments, suggestions, or other feedback regarding the Patient Platform ("Feedback"), Provider and its Licensors, subject to applicable laws, will be free to

use such Feedback for any purpose and in any manner whatsoever without any royalty, payments or other consideration due or payable to you with respect to such Feedback. All associated logos displayed within the Patient Platform are our trademarks or the trademarks of our Licensors unless otherwise noted.

HIPAA AND OUR PRIVACY POLICIES

The Health Insurance Portability and Accountability Act of 1996 ("HIPAA") addresses the manner in which a Patient's individually identifiable health information may be used or disclosed by Covered Entities (as defined in HIPAA) and other individuals and entities, such as Provider. For more information regarding your rights under HIPAA, see www.hhs.gov/ocr/privacy. You expressly acknowledge and consent to the uses and disclosures of your Patient Content and other information (which may include individually identifiable health information) as described in our Privacy Policy, available at www.DentrixAscend.com/Privacy, which is hereby incorporated herein by reference. Except as provided by our Privacy Policy or as required by law, as between you and Provider, Patient Content and other information and data collected via the Patient Platform will be both non-confidential and non-proprietary, and Provider and its Licensors will not be liable for any use or disclosure of Patient Content.

MAINTENANCE AND AVAILABILITY

Patient and, if applicable, Caregiver, expressly acknowledge that outages and downtime may occur in the Patient Platform, including during any Patient Platform system maintenance (whether scheduled or otherwise). Patient further acknowledges the limitations inherent in electronic communications utilizing the Patient Platform. We make no representation that the Patient Platform is available or permitted in any particular location. Use of the Patient Platform is void where prohibited by applicable law. Your use of the Patient Platform is your own choice and you are responsible for compliance with any applicable laws in connection with such use. We may also impose limits on your use or access to the Patient Platform, including as required by law. The Patient Platform is not designed for the delivery of time sensitive or critical medical or health-related communications and is not designed as a diagnostic or medical treatment tool or device. IF YOU OR SOMEONE YOU KNOW IS EXPERIENCING A MEDICAL EMERGENCY, CALL 911 IMMEDIATELY.

TERM AND TERMINATION

The term of this Agreement and the license and other rights granted herein commence on the Effective Date and continue until your completion of use of the Patient Platform or termination by Provider or you in writing. Provider may terminate this Agreement at any time without notice. Upon termination of this Agreement: (a) all license and other rights granted to you under this Agreement will terminate; and (b) you must cease all use of the Patient Platform. You acknowledge that Provider may restrict, modify, or terminate this Agreement at any time, with or without notice and without any liability, whether for its convenience or otherwise, or if you violate this Agreement or any applicable law.

OUR DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

PATIENT AND, IF APPLICABLE, EACH CAREGIVER, ACKNOWLEDGES AND AGREES THAT NEITHER PROVIDER NOR ANY OF THE LICENSORS MAKES ANY REPRESENTATIONS OR WARRANTIES OR HAS ANY OBLIGATIONS WHATSOEVER UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO THE PATIENT PLATFORM OR ANY OTHER SERVICES PROVIDED BY PROVIDER OR LICENSORS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PATIENT PLATFORM AND OTHER SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PROVIDER, ON BEHALF OF ITSELF AND ITS LICENSORS, HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT THERETO, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NONINFRINGEMENT. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PATIENT PLATFORM WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PATIENT PLATFORM WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE THAT WE GIVE SHALL CREATE A REPRESENTATION OR WARRANTY.

IN NO EVENT SHALL PROVIDER OR ANY LICENSORS OR ITS OR ANY OF THEIR AFFILIATES (I) BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF OR RELATED TO THE PATIENT PLATFORM, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE), AND EVEN IF PROVIDER OR ANY LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND/OR (II) HAVE AGGREGATE LIABILITY HEREUNDER

FOR DAMAGES IN EXCESS OF THE LESSER OF \$50 OR THE AMOUNT YOU PAID FOR USE OF THE PATIENT PLATFORM, IF ANY, IN THE THREE (3) MONTHS PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, AND THEREFORE, IN SUCH JURISDICTIONS, THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY.

NO MEDICAL ADVICE

You understand that Licensors are not medical professionals and you should not consider the Patient Platform to be a substitute for a medical professional. The Patient Platform is solely to be used to provide medical professionals with information provided by you which may be used by such medical professionals to identify certain medical conditions that may or may not apply to you. You expressly acknowledge that Licensors do not and cannot provide any kind of advice, opinion, or recommendation about possible healthcare symptoms, risk factors or decisions. You further understand that communications between you and Licensors are not protected by the physician-patient privilege.

EXPORT REGULATIONS.

The Patient Platform, including technical data, is subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. You agree to comply strictly with all those regulations and acknowledge your responsibility to obtain all necessary and appropriate licenses to export, re-export or import the Patient Platform.

DATA USE AND STORAGE

You acknowledge that Provider and/or Licensors may establish general practices and limits on the maximum period of time that data or other content will be retained by Provider and/or Licensors and the maximum storage space that will be allotted on their servers on your behalf. You agree that neither Provider nor Licensors have any responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by or onto the Patient Platform or Other Services. You are solely responsible for ensuring the accuracy of the data that you provide via the Software and for maintaining a backup of the data and information that you provide via the Software. If your

user account is cancelled, we have no obligation to return data to you and may permanently delete your data from our servers.

MISCELLANEOUS

No party shall be in default for failing to perform any obligation hereunder if such failure is caused solely by supervening conditions beyond the parties' respective control, including without limitation: acts of God, civil unrest, strikes, terrorism, failure of third party networking equipment, illegal acts of third parties, failure of the public Internet or changes in the accessibility of third party websites, power outages, labor disputes, or governmental demands or restrictions ("Force Majeure Event"). This Agreement constitutes the entire agreement between us regarding the Patient Platform. This Agreement operates to the fullest extent permissible by law. You may not transfer or assign this Agreement or any of your rights or obligations hereunder without our prior written consent, and any attempt to do so shall be null and void. If any provision of this Agreement is unlawful, void or unenforceable, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions. This Agreement shall be governed by the laws of the State of New York, without reference to conflict of laws principles. The parties irrevocably submit to the jurisdiction and venue of the federal courts sitting in the Eastern and Southern Districts of New York or any New York state courts in the counties of Nassau and Suffolk, for the purpose of any suit, action or proceeding arising out of this Agreement. The parties hereby irrevocably waive any and all defenses to the jurisdiction and venue of the aforesaid courts, including without limitation a motion to dismiss venue and the defense of an inconvenient forum to the maintenance of any such suit, action or proceeding.

I agree with these terms.

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