

MedAllies, Inc. third party pass through terms:

MedAllies, Inc., its subsidiaries, and its affiliated entities (collectively, “MedAllies”) has authorized the Netsmart Companies to enter into agreements under which end users will have access to MedAllies’ proprietary technology and services comprising an interoperable health information infrastructure (the “MedAllies Network”). **Such access is governed by these terms and conditions, and which are incorporated by reference into your agreement with Netsmart.**

1. **Certification.** MedAllies, pursuant to its certification authority under the Direct Project, launched in March 2010 as a part of the Nationwide Health Information Network ("Direct network"), issues digital certificates (“Certificates”) to end users of the MedAllies Network, who are health care providers ("Direct subscribers or Direct enabled Subscribers"). By incorporating these terms into your Connect Agreement with Netsmart, 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. 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 will be effective during the period of time for which you pay the applicable fees for access to the MedAllies Network, unless otherwise terminated in accordance with the terms and conditions herein. Certificates shall be authorized for a period not to exceed three (3) years.
2. **Access.** In these terms and conditions, “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 these terms and conditions and the Netsmart 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. allow, or use the MedAllies Network in any way that would allow, any third party's unauthorized access to the MedAllies Network;

- b. represent yourself as another or as a fictitious individual;
 - c. disrupt or interfere with the MedAllies Network, or the operation or availability thereof;
 - d. 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. post or transmit any information that violates or infringes in any way upon the rights of others;
 - f. 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. post or transmit any data or information, in violation of applicable law, out of the country in which you reside;
 - h. post or transmit any data or software that cannot be exported without prior government authorization;
 - i. 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. **Directory.** You authorize MedAllies to list you as a subscriber in the MedAllies directory with identifying information necessary to permit any Direct enabled subscriber on the MedAllies Network or any other accredited Direct network. As a subscriber, you may, by submitting a written request to MedAllies, opt out of being listed in the directory. MedAllies shall not use your directory information in conjunction with any means, program, or device, or permit any other person to use your directory information in conjunction with any means, program, or device, including, but not limited to, advertising, instant messaging, and pop-up ads, to solicit business or to influence or attempt to influence for commercial purposes (through economic incentives or otherwise) any diagnostic or treatment-related decision of a health care provider.
5. **Termination.** MedAllies may immediately terminate (with no cure period) 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 violate the intellectual property protection provisions contained herein and do not immediately stop the violation. In all other cases of a material breach of these terms and conditions, MedAllies will provide you with a reasonable period of time to adjust clinical and operational processes involving the exchange of secure messages if the termination of these terms and conditions would otherwise impact health and safety of your clients. If you fail to cure any material breach within the reasonable period of time provided by MedAllies as a cure period, then MedAllies may immediately terminate the use of the MedAllies' Network services.

6. **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 concern, possible unauthorized access to or disclosure of protected health information as defined under HIPAA, HITECH and the regulations promulgated under such legislation, or an immediate threat to the continued operation of the MedAllies Network.

7. **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.

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