

TERMS OF USE

- A. PLEASE READ THESE TERMS CAREFULLY. YOUR ACCESS TO AND USE OF THE SERVICES ARE SUBJECT TO THESE TERMS. IF YOU DISAGREE OR CANNOT FULLY COMPLY WITH THESE TERMS, DO NOT ATTEMPT TO ACCESS AND/OR USE THE SERVICES.
 - B. These Terms of Use (“**Terms**”) apply to your (“**You**” / “**Your**”) use of all Services provided by Collective Medical Technologies, Inc. (“**CMT**”) pursuant to a Master Subscription Agreement or other operative contract (i) between CMT and the applicable Subscriber or (ii) between a CMT Network partner and the applicable Subscriber (in each case, an “**Underlying Agreement**”) and may be updated or amended by CMT from time to time at CMT’s sole discretion.
 - C. CMT administers a software-as-a-service network pursuant to which healthcare organizations share certain protected health information in accordance with applicable state and federal law (the “**CMT Network**”).
 - D. The Healthcare organizations that participate in the CMT Network pursuant to an Underlying Agreement (“**Subscribers**”) have access to certain CMT-hosted applications and underlying technical and support services as further described in an Underlying Agreement (“**Services**”).
 - E. In order to use the Services, Subscribers designate and authorize certain employees, agents, and independent contractors (each a member of the Subscriber’s “**Workforce**”) to access and use the Services on the Subscriber’s behalf in compliance with these Terms (each a “**User**”).
 - F. Each User must accept these Terms before accessing the Services.
 - G. Your Subscriber has authorized You to be a User.
1. The foregoing recitals are hereby incorporated into the Terms.
 2. **Authorization to Access and Use Services.**
 - 2.1. In order to access or use the Services, You represent that You are:
 - 2.1.1. A current individual member of a Subscriber’s Workforce;
 - 2.1.2. Designated by that Subscriber to use the Services; and
 - 2.1.3. Authorized by that Subscriber to use the Services to perform a function or functions on the Subscriber’s behalf and in accordance with the Subscriber’s applicable policies and procedures.
 3. **Suspension or Termination of Access and Use of Services.**
 - 3.1. Your individual authorization to access and use the Services will be suspended or terminated as follows:
 - 3.1.1. Your authorization to use the Services will be terminated upon termination of Your Subscriber’s Underlying Agreement.

- 3.1.2. Your authorization to use the Services may be suspended or terminated immediately upon request by Your Subscriber.
- 3.1.3. Your authorization to use the Services will be terminated immediately upon termination of Your status as a member of Your Subscriber's Workforce.
- 3.1.4. Your authorization to use the Services will be terminated upon a change in Your duties for or on behalf of Your Subscriber which change makes Your access to or use of the Services inappropriate.
- 3.1.5. Your authorization to use the Services may be suspended or terminated indefinitely without notice to You at any time if CMT has reason to believe that You have used or are using the Services (i) for any unlawful purpose, (ii) in order to infringe or facilitate the infringement of any copyright or other intellectual property right, (iii) in violation of applicable federal or state laws, the Underlying Agreement, these Terms, or Your Subscriber's applicable policies, procedures or technical controls, or (iv) in a fashion causing or creating a material risk of harm to the CMT Network, CMT, any Subscriber or User, or any third party.
- 3.1.6. Your authorization to use the Services may be suspended or terminated indefinitely if CMT determines that there is reasonable evidence demonstrating that You have (i) provided materially false information for purposes of obtaining authorization as a User, (ii) been convicted of a crime involving identity theft or a violation of HIPAA, or (iii) been named as a defendant in a criminal proceeding for identity theft or a violation of HIPAA.

4. Use of Services for Clinical Communications

- 4.1. Subject to the provisions of the Underlying Agreement, CMT cannot guarantee the uninterrupted connectivity of any Services or the transmission of any communication or transaction using the Services, and Your use of the Services requires Your own appropriate professional judgment.

5. User Name and Password Management.

- 5.1. You have been or will be issued a unique User name ("**Username**") and password by CMT or Your Subscriber. You are responsible for any use of Your username or password, and are required to manage and protect Your username and password as follows:
 - 5.1.1. You may not share Your Username or password with any other person, or allow anyone else to use Your Username or password.
 - 5.1.2. You must protect Your password against being seen, copied or stolen by anyone.
 - 5.1.3. If You believe anyone else may have used, learned, seen, copied or stolen Your password, You must notify Your Subscriber or CMT immediately.

6. Use of Authorized Devices.

- 6.1. You may only access and use the Services from a Subscriber computer which Your Subscriber has approved for Your use of the Services in accordance with the Underlying Agreement ("**Authorized Device**").

7. Services Logoff.

7.1. You must log off of the Services promptly whenever You are not using the Service. Do NOT leave Your Authorized Device unattended or out of Your sight without logging off of the Services.

8. User Privacy.

8.1. Monitoring of Communications and Transactions. Your communications, transactions and other activities using the Services may be monitored:

8.1.1. By CMT for purposes of managing and operating the Services, provided that CMT will access the content of any of Your communications or transactions only as permitted in the Underlying Agreement or as otherwise authorized by Your Subscriber; and

8.1.2. By Your Subscriber, according to Your Subscriber's policies and practices.

8.2. Use and Disclosure of User Personal Information by CMT. Personal User information may be used and disclosed by CMT as follows:

8.2.1. CMT may maintain, use and disclose Your personal information for purposes of managing and operating the Services, which includes, but is not limited to, enforcing compliance with these Terms.

8.2.2. CMT may disclose Your personal information to Your Subscriber upon Your Subscriber's request.

8.2.3. CMT may disclose Your personal information as part of an Accounting of Disclosures under HIPAA.

8.2.4. CMT may disclose Your personal information in response to legal process (such as a subpoena or court order), if required by law, or under other circumstances if CMT has reason to believe You are using or have used the Services for unlawful purposes. CMT may also use or disclose Your personal information if necessary to protect the rights or property of any person, or to protect individual or public health or safety.

8.2.5. CMT may use subcontractors or services vendors to provide the Services. If such subcontractors or services vendors are provided with access to Your personal information, CMT will require them to protect the information consistently with these Terms and prohibit them from using the information for any purpose other than the provision of their services to or for CMT.

8.2.6. In the event that management and operation of the Services is transferred to another party, Your personal information may be transferred to the party assuming management and operation of the Services.

8.3. Protection of User Personal Information. CMT will maintain reasonable and appropriate safeguards to prevent unauthorized use or disclosure of Your personal information.

8.4. Subscriber Use and Disclosure of User Personal Information. This Section 8 of these Terms is not binding upon Subscribers. The use and disclosure of personal information about You obtained by Subscribers, including Your Subscriber, depend upon the Subscriber's own policies and practices.

9. Prohibited Uses of Services.

- 9.1. You may not use the Services for any purpose or activity which may be illegal; may cause harm to any person's rights or property; might cause harm to individual or public health or safety; or may interfere with the effective functioning of any the Services. For example, and not as a limitation, when using the Services YOU MAY NOT DO ANY OF THE FOLLOWING:
- 9.1.1. Seek to obtain, view, copy, alter, destroy, disclose or transmit (collectively, "Access") any information, including protected health information, unless You have been duly authorized to do so in the course of Your duties for or on behalf of Your Subscriber.
 - 9.1.2. Access protected health information for patients or members with which Your Subscriber does not have a relationship for purposes of healthcare treatment, payment or operations, even where You have been authorized by Your Subscriber to Access protected health information as a general matter.
 - 9.1.3. Violate any applicable laws or regulations, state or federal, including the privacy and security regulations issued under HIPAA and HITECH.
 - 9.1.4. Use any username other than the one issued to You for purposes of CMT Network access under these Terms.
 - 9.1.5. Knowingly use the Services in any way that could damage, disable, overburden, or impair the Services or interfere with any other party's use of the Services.
 - 9.1.6. Attempt to gain unauthorized access to any information, documents, records, accounts, devices, systems or networks connected to the Services through hacking, password cracking, IP spoofing or any other means.
 - 9.1.7. Knowingly upload or distribute files that contain viruses, Trojan horses, worms, spyware, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage electronic data or the operation of any device or software.
 - 9.1.8. Use the Services for any personal or unauthorized commercial use, surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
 - 9.1.9. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
 - 9.1.10. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.
 - 9.1.11. Upload, or otherwise make available, files or messages that contain images, photographs, movies, music, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) without the legal right to do so.
 - 9.1.12. Advertise or offer to sell or buy any goods or services.
 - 9.1.13. Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
 - 9.1.14. Restrict or inhibit any Subscriber or other User from using any Services.

9.1.15. Harvest or otherwise collect information about Subscribers and Users, including e-mail addresses, or about individuals whose information is maintained or available through Services.

10. Underlying Agreement. To the extent that there is any conflict between any of these Terms and a provision set forth in the Underlying Agreement, the provision set forth in the Underlying Agreement shall prevail to the extent necessary to resolve such conflict. Any limitations on CMT's liability and disclaimers with respect to Your use of the Services are as set forth in the Underlying Agreement.