

**DUKE EHR ACCESS AGREEMENT
(Duke MedLink and Duke Maestro Care /Hyperspace only)**

This Duke EHR Access Agreement (“Agreement”) is dated as of the ____ day of _____, 20____, (“Effective Date”) and is between Duke University Health System, Inc. (“DUHS”) and _____ (“Provider”). DUHS and Provider may be referred to herein individually as a “party,” and collectively as the “parties”.

WHEREAS, DUHS owns or operates Duke Raleigh Hospital, Duke Regional Hospital, and Duke University Hospital (each, a “Hospital”) and other clinical sites;

WHEREAS, Provider is currently treating one or more patients who are receiving or have recently received medical care at such Hospital(s) or other DUHS clinical site(s) (“Patients”); and

WHEREAS, DUHS and Provider believe that the efficiency and quality of Hospital and pre/post Hospitalization care provided to Patients can and will be improved if Provider’s Designated Employees (as defined in Section 1 below) were granted appropriate access, using certain functionality provided by DUHS hereunder, to Patients’ clinical records (“Patient Records”) maintained in DUHS’ electronic health records system (“DUHS EHR”) solely for certain limited Patient-specific Hospital and pre/post-Hospitalization treatment and payment purposes described herein, subject to the terms and conditions of this Agreement.

THEREFORE, the parties hereby agree to the following:

1. Provider may request that DUHS grant to certain current employees of Provider (each, a “Designated Employee”) for the term hereof appropriate, non-transferable, non-exclusive access, using certain functionality provided by DUHS and described in Schedule A hereto incorporated by reference herein, to Patient Records in the DUHS EHR solely for the limited Patient-specific Hospital and pre/post-Hospitalization treatment and payment purposes set forth in Section 3 below and in such Schedule A. Such limited access, if granted by DUHS in its sole discretion, shall be subject to (a) all applicable federal, state and local laws, rules and regulations, including, without limitation, those requirements set forth in rules and regulations promulgated under the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as amended (collectively, “HIPAA”), and further subject to the Recovery and Reinvestment Act of 2009, including its provisions commonly known as the HITECH Act and rules and regulations promulgated thereunder, as may be amended from time to time (“HITECH”), as well as any other federal, state or local laws, rules and regulations protecting the confidentiality, privacy and security of Patient Records, protected health information (PHI) and other confidential, proprietary, sensitive or personal information (regardless of form or format, and whether or not obtained hereunder (collectively, “Applicable Law”), (b) the terms and conditions set forth in this Agreement, and (c) DUHS’ duties and obligations to its Patients and any and all third-party licensors of the DUHS EHR. For purposes of this Agreement, “treatment” and “payment” shall have the same definitions as those in HIPAA and HITECH (*see* 45 CFR 164.501).

2. As part of its initial access request hereunder, Provider will (a) submit to Duke EHR Access Registration certain Provider information, including without limitation the name and contact information of Provider’s Privacy Officer and/or Administrator (“Administrator”), using the Provider Information form attached hereto as Schedule B and incorporated by reference and (b) submit the Duke EHR Access Request form attached hereto as Schedule C and incorporated by reference. The Administrator will coordinate all requests for Designated Employee(s)’ access to the DUHS EHR hereunder with Duke EHR Access Registration, ensure the accuracy and completeness of any information provided in or in

connection with any access request made hereunder and notify Duke EHR Access Registration of any changes thereto. In the event additional Provider personnel request Access Information (as defined below in this Section 2), Provider must submit additional access requests to Duke EHR Access Registration as set for the above. The Administrator is responsible for managing the initiation, changes and termination of any Designated Employee user accounts created for such access, if granted. If access is granted, Duke EHR Access Registration shall provide to Provider such passwords and other information (“Access Information”) as DUHS determines is necessary for Provider and the Designated Employees to electronically access Patient Records in the DUHS EHR as set forth herein. Provider shall ensure that such Designated Employees (i) keep any and all Access Information confidential, private and secure, (ii) use only the Access Information assigned to them and (iii) not share Access Information with any other person or entity including, without limitation, any other Provider personnel.

Provider certifies that it has developed, implemented and appropriately enforces (and will continue so to develop, implement and appropriately enforce) all policies, procedures and practices required by Applicable Law to enable Provider its and their owners, directors, officers, Designated Employees, physicians and other healthcare providers, other employees, agents and contractors to fully perform and fulfil Provider’s promises, duties, obligations, representations and warranties hereunder, and that, during the term hereof, it shall ensure that it and its parent(s), affiliates and subsidiaries, and its and their owners, directors, officers, Designated Employees, physicians and other healthcare providers, other employees, agents and contractors comply with such policies, procedures and practices, Applicable Law, and the terms and conditions of this Agreement. Such Provider policies, procedures and practices shall, at a minimum, require reasonable and appropriate requirements and safeguards for, and prevent unauthorized or inappropriate access, acquisition, maintenance, use, transmission or disclosure of, Patient Records, protected health information (PHI) and other confidential, proprietary, sensitive or personal information of DUHS and its parent(s), affiliates and subsidiaries, and its and their Patients, physicians and other healthcare providers, directors, officers, other employees, agents and contractors (including without limitation any and all third-party licensors of the DUHS EHR) (collectively, “Protected Information”). Provider further acknowledges and agrees that any DUHS EHR access granted to any Designated Employee(s) hereunder shall be conditioned on each such Designated Employee’s (a) being confirmed to have, or demonstrating to DUHS’ satisfaction that such Designated Employee is and during the term hereof will be directly supervised by a Provider physician who has appropriate Hospital credentials and privileges permitting the type and level of access (and corresponding activities in or through the DUHS EHR) as is requested by Provider in Schedule A and otherwise hereunder; (b) having executed a DUHS Confidentiality Agreement, as such may be amended from time to time by DUHS in its sole discretion (the then current form of which shall be provided by DUHS in connection with any access request hereunder and is hereby incorporated by reference herein); and (c) successfully completing applicable Maestro Care and other related Duke training, including without limitation DUHS HIPAA training (including training on appropriate access, maintenance, use and disclosure of Patient Records and other PHI), prior to such access and periodically thereafter, as may be required from time to time by DUHS in its sole discretion during the term of this Agreement; (d) completed background check performed by accredited background agency and determined by Provider that Designated Employee has not been convicted of any crimes related to mistrust, theft or identify theft and required notice by Designated Employees of any crimes related to mistrust, theft or identity theft on an ongoing basis with notice to DUHS of any changes; and (e) not appearing on any governmental sanction lists prior to such access or otherwise during the term of this Agreement. Provider further acknowledges and agrees that DUHS reserves the right to terminate any Designated Employee’s access to the DUHS EHR at any time for any reason, without notice, cause or penalty, and regardless of any effect such termination may have on Provider’s operations. Provider further agrees and acknowledges that, other than the limited functionality (and then only for the specific Hospital-related purposes) specified in Section 3 below and in Schedule A hereto, (a) it and its Designated Employees granted access hereunder will have only end-user, read-only access during the term hereof to Patient Records and other information or content contained in the DUHS

EHR for the limited purposes set forth in Section 3 below and in Schedule A hereto, and (b) neither Provider nor its personnel will modify or download, or attempt to modify or download, any such Patient Records or other information or content located therein.

3. Provider represents, warrants and agrees, and shall ensure that (a) any of its Designated Employees granted access to the DUHS EHR hereunder shall do so solely for the limited purposes of (i) viewing (read-only) Patient Records of those Patients whom Provider physicians or other Provider healthcare providers are actively treating at the time of such access, including such PHI contained in a Patient's Record as may be minimally necessary for Provider to obtain payment from such Patient or any third-party payor for professional services rendered to such Patient in a Hospital by physicians or other healthcare providers currently employed by Provider or (ii) appropriately accessing and using certain limited Patient treatment functionality therein as set forth in Schedule A; (b) such access and use is and shall continue to be necessary only for such limited Patient-specific Hospital and pre/post Hospitalization treatment and payment purposes, and for no other purposes, such as Provider's own healthcare operations or for research, marketing or fundraising; and (c) Provider shall now and hereafter access, maintain, use, disclose and transmit Patient Records, PHI or other Protected Information accessed hereunder solely to the extent necessary for such limited Patient-specific Hospital and pre/post Hospitalization treatment and payment purposes, and in accordance with this Agreement, the DUHS Confidentiality Agreement and other applicable DUHS requirements, Provider's data confidentiality, privacy and security policies, procedures and practices referenced above, as well as with any and all Applicable Laws. Provider further agrees that it is and shall be solely responsible and liable for all Provider and all Designated Employee or other Provider personnel communications (including without limitation any and all information or content contained therein) to or with DUHS or others via the DUHS EHR. Provider agrees that it will, and will cause such Designated Employees or other Provider personnel to, use the DUHS EHR, including any messaging, scheduling, physician order or other functionality described in Schedule A, only in a manner that is compliant with Applicable Law and this Agreement, professional, respectful and considerate of others, and not to attack, bully, demean, harass, threaten, or otherwise act in an improper, unprofessional or disrespectful manner. Provider acknowledges and agrees that it shall be solely and exclusively responsible for obtaining any and all consents, authorizations or other permissions from its Patients or other individuals as required by Applicable Law for Provider's Designated Employees to access or use Patient Records through or in the DUHS EHR hereunder.

4. Provider acknowledges and agrees that nothing herein either changes DUHS' sole and exclusive ownership, rights, title and interest to and in the DUHS EHR and Protected Information, or, except as otherwise expressly provided herein, grants to or creates in Provider or any of its Designated Employees, physicians or other healthcare providers, directors, officers, other employees, agents or contractors any right, title or interest in or with respect to any of the foregoing. Provider represents and warrants, on behalf of itself and that of its Designated Employees, physicians or other healthcare providers, owners, directors, officers, other employees and agents, that it and its Designated Employees, physicians or other healthcare providers, owners, directors, officers, other employees or agents are not, and during the term hereof will not be, in the business of licensing software to health care facilities or providers, and that Provider acknowledges and agrees that in no event shall DUHS EHR access or use of the functionality described herein be granted by DUHS or facilitated by Provider or its parent(s), affiliates or subsidiaries or its or their Designated Employees, physicians or other healthcare providers, owners, directors, officers, other employees, agents or contractors to any entity or individual known to be licensing software to DUHS or to any other healthcare facilities or providers. Provider shall not, and shall cause its parent(s), affiliates and subsidiaries and its and their Designated Employees, physicians or other healthcare providers, owners, directors, officers, other employees, agents and contractors not to, (a) reverse engineer the DUHS EHR (or any portion thereof) or use the DUHS EHR to create a second independently operating application or database, or (b) access, use or disclose, or attempt to access, use or disclose, portions of the Patient Records or DUHS EHR that are not directly necessary to accomplish the limited

Patient-specific Hospital and pre/post Hospitalization treatment and payment purposes described herein. Provider and its Designated Employees, physicians or other healthcare providers or personnel shall be vigilant in identifying any errors encountered while accessing or using the DUHS EHR or Patient Records hereunder and will report any such errors encountered to DUHS. As between DUHS and Provider or its parent(s), affiliates or subsidiaries or its or their Designated Employees, physicians or other healthcare providers, owners, directors, officers, other employees, agents or contractors, any intellectual property rights in any modifications to or derivations of (including any suggestions, new products intended to work with, or improvements to), or relating to, the DUHS EHR (collectively, "Improvements") or Patient Records or other DUHS Protected Information shall be solely owned by DUHS. Affiliate hereby assigns, and shall cause its Designated Employees, physicians or other healthcare providers, directors, officers, other employees, agents and contractors to assign, all right, title and interest (including all patent, copyright, trade secret and other intellectual property rights) in and to such Improvements or Patient Records or other DUHS Protected Information to DUHS or such third parties as DUHS shall designate in writing.

5. Provider understands and agrees that compliance with this Agreement may be audited by DUHS at any time. If requested, Provider agrees to promptly and fully cooperate, and to cause its parent(s), affiliates and subsidiaries and its and their Designated Employees, physicians or other healthcare providers, owners, directors, officers, other employees, agents and contractors to so cooperate, in any such audit, including without limitation, prompt provision of a written explanation of the purpose(s) of any DUHS EHR or Patient Record access or use, as well as any subsequent access, uses or disclosures of same. Provider's Administrator shall promptly investigate, notify DUHS Duke Consultation & Referral Center promptly at 1-800-MED-DUKE of, and mitigate, any known or suspected breach of this Agreement by Provider or its parent(s), affiliates or subsidiaries or any of its or their Designated Employees, physicians or other healthcare providers, owners, directors, officers, other employees, contractors or agents. Further, Provider Administrator shall promptly notify Duke Consultation & Referral Center of: (i) any actual or suspected unauthorized use, disclosure, or loss of Protected Information or Access Information, any actual or suspected Breach as that term is defined by 45 CFR 164.402, or any actual or suspected security incident including any attempted or actual exploit or vulnerability such as phishing, malware, distributed denial of service attack or other event that may or could adversely impact the security, integrity, or availability of the DUHS EHR, of which Administrator becomes aware, or any other confidentiality, privacy or security claim or complaint, arising out of, relating to or otherwise connected with the DUHS EHR or Patient Records accessed or used by Provider and its Designated Employees hereunder (all of the foregoing, collectively a "Security Event"); (ii) any subpoena, demand, request, or other inquiry from any governmental or regulatory entity made to Provider or its parent(s), affiliates or subsidiaries or its or their Designated Employees, physicians or other healthcare providers, owners, directors, officers, other employees, contractors or agents arising out of, in connection with or otherwise relating to this Agreement; (iii) any allegation of unethical behavior, wrongdoing or violation of Provider's applicable policies, procedures or practices described in Section 2 above or Applicable Law; (iv) any suspension or separation from Provider's employment of (or notice thereof by) any Designated Employee granted access hereunder; (v) any change in any Designated Employee's job duties that alter or terminate such employee's need to access the DUHS EHR or Patient Records hereunder; (vi) the occurrence of any criminal charge or conviction, government sanction or other item referenced in Section 2 above; or (vii) any other event or circumstance pertaining to any Designated Employee that impacts such employee's access to or use of Protected Information or Provider's own clinical or other confidential, proprietary, sensitive or personal records or information, including any change in a Designated Employee's role or supervising physician specified herein that no longer necessitates access to the DUHS EHR. Regarding any Security Event described in Section 5(i) above, in addition to and without limiting Provider's notification, indemnity and other applicable duties obligations set forth herein, Provider further agrees to fully and timely (A) investigate and mitigate any such Security Event and promptly notify DUHS thereof, (B) cooperate in any investigation or mitigation activities that DUHS

may choose to pursue at its sole discretion upon receipt of such notice, including by providing full and complete access to Provider's premises and employees, at Provider's sole expense; and (C) reimburse DUHS for or bear any expenses of any kind arising out of, in connection with, or related to a Security Event, including attorneys' fees, litigation costs, investigatory or mitigation costs, costs of providing notice of the Security Event to any person or organization and costs of providing consumer protection services, including credit monitoring or identity restoration services, to be determined in DUHS's sole discretion. In the event of any subpoena, demand, request or other inquiry as described in Section 5(ii) above, Provider shall provide to DUHS such full cooperation, assistance, documentation and other information as DUHS may reasonably request in connection therewith. Further, Provider will provide DUHS with such additional cooperation, assistance, documentation and other information as DUHS may reasonably request in order to respond to any subpoena, demand, request or other inquiry received by DUHS from any governmental or regulatory entity arising out of, in connection with or otherwise relating to this Agreement.

6. Provider understands and agrees that any actual or threatened breach of this Agreement or the DUHS Confidentiality Agreement by Provider or its parent(s), affiliates or subsidiaries, or its or their Designated Employees, physicians or other healthcare providers, owners, directors, officers, other employees, contractors or agents may lead to immediate termination by DUHS, without notice to Provider, of some or all access to the DUHS EHR granted hereunder, in addition to other rights or remedies DUHS may have hereunder or otherwise at law or in equity.

7. This Agreement is effective as of the Effective Date, and shall remain in effect until the earlier of (i) the date that all access requested hereunder is denied by DUHS; (ii) the date that all access granted hereunder, if any, is terminated by DUHS or expires; (iii) the date of immediate termination of this Agreement by either party in order to comply with any legal order, ruling, opinion, procedure, policy, or other guidance issued, or proposed to be issued, by any federal or state agency, or to comply with any provision of law, regulation or any requirement of accreditation, tax exemption, federally-funded health care program participation or licensure that: (a) invalidates or is inconsistent with this Agreement; (b) would cause the terminating party to be, or based on advice of counsel for such party, to have concerns about potentially being, in violation of Applicable Law; or (c) jeopardizes the terminating party's tax exemptions or tax-exempt status or good standing status with respect to such party's licensure, accreditation or participation in any federally or state funded health care program, including without limitation the Medicare and Medicaid programs; (iv) the date of termination of any or all licenses or other agreements or arrangements under which DUHS has acquired the functionality enabling access to Patient Records in the DUHS EHR hereunder; (v) the date of the expiration or termination of this Agreement for any other reason set forth herein; or (vi) the date of termination of this Agreement by either party, with or without cause, upon at least thirty (30) days' prior written notice to the other. The obligations of Provider and its Designated Employees under this Agreement and the DUHS Confidentiality Agreement shall survive termination of this Agreement.

8. Provider acknowledges and agrees that, other than the functionality specified on Schedule A, any and all hardware, software, network access or other items or services necessary for Provider to access or use Patient Records in the DUHS EHR hereunder are the sole responsibility of Provider, and shall not be provided, reimbursed or paid, directly or indirectly, by DUHS. Further, nothing in this Agreement, whether written or oral, nor any consideration in connection herewith, requires Provider or any of its Designated Employees, physicians or other healthcare providers, owners, directors, officers, other employees, agents or contractors to refer or admit any patients to, or order any items or services from, DUHS or any Hospital or any other DUHS-affiliated entity, facility, site or provider. This Agreement is not intended to influence the independent professional judgment of Provider's physicians or other healthcare providers, including in choosing the medical facilities or providers appropriate for the treatment and care of their patients. Neither Provider nor any of its Designated Employees, physicians or

other healthcare providers shall receive any compensation or remuneration for referrals they may make to DUHS or any DUHS-affiliated entity, facility or site. The parties specifically do not intend to violate the Federal Anti-Fraud and Abuse provisions, which is codified at 42 U.S.C. Section 1320a-7b(b), or the Ethics in Patient Referrals Act, which is codified at 42 U.S.C. Section 1395nn (commonly known as the “Stark Law”), or other applicable laws that may be passed from time to time. Other agreements between the parties hereto are reflected on one or more of the following master lists of contracts maintained by and for DUHS: (i) the Duke Network Services Contract Database; (ii) the Duke University Hospital Physician Purchased Services Agreement List; the (iii) Durham Regional Hospital Master Physician Contract Database; and/or (iv) the Duke Raleigh Hospital Master Physician Contract List.

9. PROVIDER ACKNOWLEDGES AND AGREES THAT ANY ACCESS TO THE DUHS EHR GRANTED BY DUHS HEREUNDER SHALL BE SOLELY FOR THE LIMITED PURPOSES SET FORTH IN SECTION 3 ABOVE AND SCHEDULE A HERETO, AND THAT PATIENT RECORDS ACCESSED THEREBY MAY BE IN DRAFT FORM OR INCOMPLETE AT THE TIME OF SUCH ACCESS. ALL DUHS PATIENT RECORDS ARE IN ANY EVENT MADE AVAILABLE FOR APPROPRIATE ACCESS AND USE ONLY ON AN “AS IS” BASIS, WITH NO WARRANTY OF ANY KIND, AND ALL ACCESS TO, AND/OR USE OR FURTHER DISCLOSURE OF, SUCH RECORDS IS ENTIRELY AT PROVIDER’S AND ITS PARENTS’, AFFILIATES’, OR SUBSIDIARIES’ AND ITS AND THEIR OWNERS’, DIRECTORS’, OFFICERS’, DESIGNATED EMPLOYEES’, PHYSICIANS’ OR OTHER HEALTHCARE PROVIDERS’, OTHER EMPLOYEES’, AGENTS’ OR CONTRACTORS’ OWN RISK. NEITHER DUHS NOR ITS PARENT(S), AFFILIATES, OR SUBSIDIARIES NOR ANY OF ITS OR THEIR DIRECTORS, OFFICERS, PHYSICIANS OR OTHER HEALTHCARE PROVIDERS, EMPLOYEES, AGENTS OR CONTRACTORS HAVE MADE OR ARE MAKING, AND ALL OF THE FOREGOING HEREBY DISCLAIM, ANY AND ALL WARRANTIES OR GUARANTEES, WHETHER PURSUANT TO STATUTORY OR COMMON LAW, EXPRESS OR IMPLIED, IN OR UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION AS TO EASE OF OR SECURE, TIMELY OR CONTINUOUS ACCESS TO, OR AS TO FREEDOM FROM ANY POSSIBLE CONSEQUENCES SUCH AS LOSS OF DATA OR VIRUSES, OR ANY OTHER CONTAMINATION OR DESTRUCTIVE SOFTWARE OR PROGRAMS OR CODE ARISING FROM OR IN CONNECTION WITH SUCH ACCESS TO OR USE OF, OR OTHERWISE AS TO MERCHANTABILITY, ACCURACY, COMPLETENESS, ADEQUACY, TIMELINESS, NON-INFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE DUHS EHR, ANY PATIENT RECORDS OR ANY OTHER DUHS EQUIPMENT, SYSTEMS, SOFTWARE, RECORDS OR OTHER DATA ACCESSED OR USED HEREUNDER OR OTHERWISE IN CONNECTION HERewith. THE DUHS EHR SHOULD NOT BE RELIED UPON AS THE SOLE SOURCE OF PATIENT RECORDS OR OTHER INFORMATION, AND SHOULD NOT BE RELIED UPON IN EMERGENCY OR URGENT SITUATIONS. PROVIDER SOLELY ASSUMES ALL RISK ASSOCIATED WITH POSSIBLE LOSS, DESTRUCTION, INACCURACY, INCOMPLETENESS, UNTIMELINESS OR CORRUPTION OF PATIENT RECORDS OR OTHER DATA, INTENTIONAL INTRUSION, UNAUTHORIZED ACCESS, USE OR DISCLOSURE, FAILURE OR DELAY, AND INTERRUPTION ARISING OUT OF, IN CONNECTION WITH OR OTHERWISE RELATING IN ANY WAY TO, THE ACCESS OR USE OF THE DUHS EHR OR PATIENT RECORDS OR OTHER DATA BY PROVIDER, ITS PARENT(S), AFFILIATES, OR SUBSIDIARIES, AND ITS OR THEIR OWNERS, DIRECTORS, OFFICERS, DESIGNATED EMPLOYEES, PHYSICIANS OR OTHER HEALTHCARE PROVIDERS, OTHER EMPLOYEES, AGENTS OR CONTRACTORS.

10. Provider acknowledges and agrees that in no event shall DUHS or its parent(s), affiliates, subsidiaries, or its or their officers, trustees/directors, physicians or other healthcare providers, employees, contractors or agents be responsible or liable hereunder to Provider or its parent(s), affiliates or subsidiaries or its or their Designated Employees, physicians or other healthcare providers, owners,

directors, officers, other employees, contractors or agents, or to any third party, for (i) any act or omission of DUHS or its parent(s), affiliates, subsidiaries, officers, trustees/directors, physicians or other healthcare providers, employees, contractors or agents arising under or otherwise relating to or connected with this Agreement, or (ii) for any other event or reason, including, but not limited to any delay in performance or nonperformance caused by acts of God, war, terrorism, civil disturbance, imposition of government restrictions and controls, production delays, destruction or impairment of equipment, strikes or other labor disputes or any other events or reasons beyond DUHS' reasonable control.

11. Provider acknowledges and agrees that it has, and shall have, sole and exclusive responsibility and liability to DUHS and others for any and all acts and omissions of Provider, its parent(s), affiliates, and subsidiaries and its and their Designated Employees, physicians, directors, owners, officers, employees, contractors, and agents arising under or otherwise relating to or connected with this Agreement. Provider further acknowledges and agrees that any access to the DUHS EHR granted hereunder is intended only to enable appropriate access to and use of DUHS Patient Records for the limited purposes set forth in Section 3 above, and in any event is in no way intended to replace the professional skill and judgment of Provider or any of its Designated Employees, physicians or other healthcare providers, directors, officers, other employees, agents or contractors, including without limitation their obligation to independently confirm the completeness and accuracy of the Patient Records and other data and information accessed hereunder in accordance with generally accepted standards of good medical practice in their jurisdictions or communities. Further, Provider and its physicians and other healthcare providers shall be solely and exclusively responsible and liable for medical care and other professional services rendered to their patients, and for billing and collecting for such care and services, and for peer review and other activities undertaken by Provider or any of its Designated Employees, physicians or other healthcare providers, directors, officers, other employees, agents or contractors, including without limitation as a result of use or disclosure or failure to use or disclose the DUHS EHR or Patient Records or other data and information made accessible by DUHS hereunder.

12. Provider hereby agrees (on its own behalf and on behalf of any of its parent(s), affiliates and subsidiaries and its and their Designated Employees, physicians or other healthcare providers, owners, directors, officers, other employees, agents or contractors, as well as on behalf of any others who may claim through any of the foregoing) to release, indemnify and hold harmless DUHS and its parent(s), affiliates, subsidiaries, officers, trustees/directors, employees, contractors and agents (collectively, the "DUHS Indemnitees") from and against any and all (i) claims, demands, actions, liabilities, losses, damages, injuries, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees and other legal costs or expenses) brought or awarded against, suffered, incurred, paid or payable by one or more DUHS Indemnitees (collectively, "Claim") arising for any reason out of or otherwise related to or connected with any and all negligent, willful or intentional act(s) or omission(s) of Provider or its parent(s), affiliates or subsidiaries, or any of its or their Designated Employees, physicians or other healthcare providers, owners, directors, officers, other employees, agents or contractors arising out of or in connection with this Agreement or the DUHS Confidentiality Agreement, including, without limitation, any and all breach(es) by such persons or entities of this Agreement or the DUHS Confidentiality Agreement, and any and all violations by such persons or entities of Applicable Law in connection with same; (ii) Claims arising for any reason out of, relating to or otherwise connected with any treatment or payment activity described in Section 3 above; and (iii) Claims by or on behalf of any Patient of Provider or its physicians and other healthcare providers, or by or on behalf of any third party or person claiming damage by virtue of a familial or financial relationship with such a Patient, arising for any reason out of or otherwise related to or connected with the access to the DUHS EHR and Patient Records granted to, or any subsequent use or disclosure of the DUHS EHR or Patient Records hereunder by, Provider or its affiliates or subsidiaries or its or their Designated Employees, physicians or other healthcare providers, owners, directors, officers, other employees, agents or contractors. Moreover, and without limiting the foregoing, in no event shall DUHS or its parent(s), affiliates or subsidiaries or its or

their trustees, officers, physicians, employees or agents be responsible or liable for any consequential, incidental, special, punitive or other indirect damages arising for any reason under, relating to or otherwise connected with this Agreement or the DUHS EHR or Patient Records to which access may be granted hereunder, whether or not it has been advised of the possibility of such damages.

13. Provider agrees to obtain and maintain in force and effect reasonable policies of liability insurance or self-insurance issued in the amount of no less than One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) in the aggregate insuring Provider, Provider's group and Provider or Provider's group's employees, agents, and contractors for liability arising out of activities or obligations to be performed under, or in any manner related to, this Agreement. Such insurance shall include coverage for cyber-liability, data breach, and/or electronic patient information disclosure events. Provider shall provide to DUHS relevant information regarding the foregoing policies of insurance including, without limitation, coverages and limits, upon reasonable request.

14. The Duke, DUHS, Duke Medicine and other Duke names and logos are the exclusive property of Duke University and DUHS and may only be used for approved purposes. Provider agrees not use any Duke or DUHS logos without the expressed written consent of Duke. Provider may not change or alter any Duke or DUHS logos in any way. Provider shall obtain approvals for the use of Duke's or DUHS' logos or name by contacting DUHS' Procurement Services department at 919-681-5900 or emailing procurement@duke.edu. Duke University and Health System trademarks, including the Duke, DUHS and Duke Medicine name and logos, may not be used in conjunction with the name or trademark(s) of any other entity without the prior written permission of that entity and DUHS. Duke and DUHS trademarks may not be used in any manner that suggests or implies Duke's or DUHS' endorsement of other organizations, companies, products, services, political parties or views, or religious organizations or beliefs. Duke's and DUHS' trademarks may not be used in any way that discriminates or implies discrimination against any persons or groups based on age, ancestry, belief, color, creed, disability, national origin, race, religion, sex, sexual orientation or veteran status, or in any other way that would be a violation of Duke's or DUHS' anti-discrimination policies or practices. No one other than Duke and DUHS may claim copyright or trademark rights in or seek to register any design that uses Duke's or DUHS' trademarks. Approval to use a Duke or DUHS trademark for a one-time application (for example, a t-shirt) does not constitute approval to use the trademark again, or in connection with any other item, or to change the design in any way, without seeking additional approval. Full information regarding University Trademark Licensing may be found at www.trademarklicensing.duke.edu, or you may contact Duke's Office of Trademark Licensing at trademarklicensing@duke.edu or 919-684-2065. Provider shall not in any way or in any form publicize or advertise in any manner the fact it is providing products or services to Duke or DUHS without the express written approval of the Senior Vice President, Public Affairs and Government Relations for Duke University publicity matters; or the Associate Vice President, Duke Medicine News and Communications for Duke University Health System publicity matters, obtained in advance, for each item of advertising or publicity.

15. Nothing contained in this Agreement, nor in the relationship created thereby, shall be interpreted to evidence a joint venture, partnership or principal-agent relationship between DUHS or its parent, affiliates, subsidiaries or its or their officers, physicians or other healthcare providers, owners, directors, officers, employees, agents or contractors and Provider or its parent(s) affiliates or subsidiaries or its or their Designated Employees, physicians or other healthcare providers, owners, directors, officers, other employees, agents or contractors. Neither Party shall have any right or authority to act on behalf of, or to incur any obligation for, the other party. Provider may not assign its rights or obligations hereunder, including in connection with any assignment, transfer, delegation or subcontract to an affiliate or otherwise in connection with, arising out of, or otherwise relating to a sale of, any, all, or substantially all of Provider's assets, a merger or consolidation in which Provider is not the surviving entity, the acquisition directly or indirectly of a controlling share of the outstanding voting securities or equities of or

membership interests in Provider, a refinancing, reorganization or restructuring, or any other transaction effecting a change of control of Provider, without DUHS' prior written consent, and any such attempted assignment shall be voidable at the sole option and discretion of DUHS. Provider represents and warrants that it is duly organized, validly existing, and in good standing under the laws of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this Agreement. Provider represents and warrants that the individual signing this Agreement has full power and authority to execute this Agreement on behalf of Provider, and, in executing this Agreement on behalf of Provider, to bind Provider to all the terms and conditions hereof. Provider represents and warrants that there is no suit or action, or legal, administrative, arbitration, or other proceeding or governmental investigation affecting Provider pending, or to the best knowledge and belief of Provider, threatened against Provider that materially or adversely affects, or is likely to materially or adversely affect, the business of Provider relating to this Agreement or its ability to perform its obligations hereunder. Provider further warrants and represents that there is no outstanding judgment, decree or order against Provider, nor is Provider party to any agreement, written or oral, that prohibits or affects, or is likely to prohibit or affect, Provider's entry into this Agreement or its ability to fully perform its duties and obligations hereunder. This Agreement will not be presumptively construed for or against either party. The section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof. All terms, conditions, and provisions of this Agreement are applicable to any and all of Provider's personnel, Designated Employees, other employees, agents and subcontractors who perform, directly or indirectly, or who fulfill, directly or indirectly, any obligation pursuant to this Agreement. Nothing herein shall in any way or in any manner be deemed to create any obligation or liability of either party to, or any rights or remedies in, or otherwise confer any benefits upon, any person or entity that is not a party hereto. This Agreement reflects the complete and entire agreement of the parties with regard to the subject matter hereof and supersedes any oral or written agreements between the parties on the subject matter hereof. This Agreement may not be modified amended except by a written document signed by the authorized representatives of both parties. If any provision of this Agreement is held to be invalid or unenforceable by a court or other legal authority of competent jurisdiction, such invalidity or unenforceability shall not invalidate or render unenforceable the remaining provisions of the Agreement, and such provision that is held invalid or unenforceable shall be deemed superseded by a valid enforceable provision provided by DUHS that, in DUHS' opinion, most closely matches the intent of the original provision. DUHS' delay or failure to act or exercise any right or remedy hereunder or otherwise at law or equity, including with respect to a breach by Provider or any of its Designated Employees, physicians or other healthcare providers, directors, officers, other employees, agents or contractors or others, does not waive DUHS' subsequent rights or remedies, and any waiver by DUHS shall not waive any subsequent right, remedy, obligation or breach. The failure of DUHS to insist on the full and exact performance of, or otherwise to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision, and DUHS expressly reserves all rights in connection with such. This Agreement shall be governed by, construed, performed and enforced in accordance with the laws of the State of North Carolina, without giving effect to any choice or conflict of law principle, provision or rule thereof. Because the DUHS EHR is controlled, operated and provided by DUHS solely from sites located in Durham and Wake counties, North Carolina, Provider agrees that DUHS' actions hereunder do not constitute "doing business" in any specific jurisdiction or soliciting business for DUHS or any of its affiliates or subsidiaries or establishing "minimum contacts" in any county or state other than Durham and Wake counties, North Carolina. Any action or proceeding seeking to enforce, or arising out of, this Agreement shall therefore be brought and maintained exclusively in any court of the State of North Carolina or any federal court of the United States, in each case located only in Durham or Wake County, State of North Carolina, and each of the parties hereby expressly and irrevocably consents and submits to the jurisdiction of such courts or pertinent appellate courts for the purposes of any such action and expressly and irrevocably waives, to the fullest extent permitted by law, any objection which it may have or hereafter may have to the laying of venue of any such action brought in any such court and any claim that any such action has been brought in an

inconvenient forum. The terms and conditions in the body of this Duke EHR Access Agreement and the Exhibits or Schedules, as applicable and to the extent reasonably possible, shall be construed so as to be consistent with each other. If the aforementioned documents cannot reasonably be construed as consistent with each other, then each document shall prevail over all documents listed subsequently in the preceding sentence. Where applicable, each party agrees to comply with all export laws and restrictions and regulations that the Department of Commerce or other United States or foreign agency or authority issues, and not to knowingly export, or allow the export or re-export in violation of any such restrictions, laws or regulations, or without all required licenses and authorizations. Unless specifically noted otherwise in this Duke EHR Access Agreement, all notices, demands, or consents required or permitted hereunder shall be in writing and shall be delivered or mailed via certified mail with a return receipt to the respective party at the address first set forth above or at such other address as shall have been given to the other party in writing for the purposes of this Section. Such notices and other communications shall be deemed effective upon the confirmation of actual delivery. Notices to DUHS shall be addressed to the following: Chief Information Officer, Duke University Health System, Inc., DUMC 3089, Durham, NC 27710, USA; with a copy of all notices to: Assistant Vice President, Procurement Services, Duke University Health System, Inc., DUMC 3953, Durham, NC 27710, USA. Provider acknowledges that the recovery of damages, indemnities or other compensation hereunder may not be an adequate means to redress a breach of this Agreement by Provider and, accordingly, Provider specifically agrees that DUHS shall have the right of injunctive relief and specific performance hereof, without the requirement of proving damages, or posting bond or other surety, in addition to any other available remedies DUHS may have hereunder or otherwise at law or equity. This Agreement may be executed in one or more counterparts, each of which may be deemed original, but all of which constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the Effective Date set forth above.

DUHS:

Duke University Health System, Inc.

Signature: _____

Printed name: _____

By: _____

Title: _____

PROVIDER:

Signature: _____

Printed name: _____

Address: _____

Title: _____

SCHEDULE A
DUKE UNIVERSITY HEALTH SYSTEM
Functionality for Duke MedLink and Maestro Care / Hyperspace

Provider hereby requests the following DUHS EHR Access functionality type(s) (CHECK DESIRED TYPES):

Duke MedLink

Designated Employees of Provider granted access to the DUHS EHR under this Agreement may use Duke MedLink solely for the limited Patient-specific Hospital and pre/post Hospitalization treatment and payment purposes and functions set forth in Section 3 of the Agreement and below:

- View Patient Records (read-only).
- Referral submission
- Patient appointment requests
- Patient outpatient test/procedure order requests supported by authenticated orders located within the Provider's applicable patient records and copies available to DUHS upon request
- Secure two-way messaging with EHR users

Duke Maestro Care/ Hyperspace
(*Duke Raleigh Hospital and/or Duke Regional Hospital medical staff only)

Designated Employees of Provider granted access to the DUHS EHR under this Agreement may use Duke Maestro Care / Hyperspace solely for the limited Patient-specific Hospital and pre/post Hospitalization treatment and payment purposes and functions set forth in Section 3 of the Agreement and below, to the extent not possible or available via Duke MedLink:

- View Patient Records (read-only)
- OR Case request
- Pend certain orders
- Updating Patient problem and allergy lists, medication reconciliation requiring Provider's review and authentication

Notwithstanding anything in the Agreement to the contrary, neither Provider nor any of its Designated Employee(s) listed on Schedule C hereto shall be granted access to the DUHS EHR using Duke Maestro Care/ Hyperspace functionality unless (i) each such Designated Employee(s) requesting use of such functionality are directly supervised by a duly credentialed and privileged Provider physician then on the medical staff of Duke Raleigh Hospital and/or Duke Regional Hospital and (ii) such functionality is used ONLY to appropriately access, for the limited Patient-specific Hospital and pre/post Hospitalization treatment and payment purposes and functions set forth in Section 3 of the Agreement and above, Patient Records of such Hospital(s) where such supervising physician is then so credentialed and privileged. Provider hereby further represents, warrants and agrees as follows: (iii) Provider and any of its personnel (including without limitation Designated Employees) accessing the DUHS EHR using the Duke Maestro Care/ Hyperspace functionality provided hereunder will use same to access the Patient Records of ONLY Patients who are both then-current patients of Provider and then-current or recent Patients of Duke Regional Hospital or Duke Raleigh Hospital, for the limited Patient-specific Hospital and pre/post Hospitalization treatment and payment purposes and functions set forth in Section 3 of the Agreement and above, and (iv) any and all information or data submitted, entered, messaged or otherwise introduced into the DUHS EHR by Provider or any Provider personnel (including without limitation Designated

Employees) using any functionality provided hereunder shall be timely, accurate, legible, complete and otherwise compliant with Applicable Law, generally accepted standards of good medical practice in Providers' and such personnel's jurisdictions or communities, this Agreement and all applicable policies, procedures, medical staff bylaws or other requirements of DUHS or any of its Hospitals.