



INFINID APPLICATION TERMS OF USE

These Infinid Application Terms of Use Supplemental License Terms, as amended from time to time (“DrFirst Supplemental Terms”), constitute the supplemental license terms of DrFirst.com, Inc. as a third party vendor to Eyefinity, Inc., and intended third party beneficiary of the License Agreement between Practice and Eyefinity (the “License Agreement” and together with all supplemental and exhibits thereto (found on www.eyefinity.com/licensingexhibits.html), as well as these DrFirst Supplemental Terms) and are hereby incorporated by reference into the License Agreement, without need for further action.

DrFirst.com, Inc. (“DrFirst,” “we,” or “us”) provides online and mobile application services related to the practice of medicine, including secure information exchange, electronic prescribing, and other tools to assist physician practices, individual physicians, and other healthcare providers to perform a variety of healthcare activities. Many of these services require healthcare providers to undergo Identity Proofing during their initial registration process, in order to verify that the provider actually is the person that the provider claims to be in accordance with state and federal laws. InfinID (“the Application”) is a web-based application which enables a Healthcare Administrator (“End User”) to more efficiently manage and authorize those healthcare providers, identity, and credentials. The Application is provided to End User only under the applicable terms of use below (the “Terms” or collectively “DrFirst Supplemental Terms”).

PLEASE READ THE TERMS CAREFULLY. YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS, UNDERSTAND THEM, AND AGREE TO BE BOUND BY THEM. IF YOU DO NOT AGREE TO ANY OF THE TERMS BELOW, YOUR SUBSCRIBER’S RIGHT TO ACCESS AND USE THE SERVICES WILL NOT COVER YOU AND YOU CANNOT BE GRANTED ACCESS TO THE SERVICES, THE SITE, OR ANY RELATED TOOLS OR SERVICES. IF YOU ARE IN THE PROCESS OF ELECTRONICALLY REGISTERING AND YOU DO NOT AGREE WITH THESE TERMS, YOU SHOULD CLICK ON THE “DO NOT ACCEPT” BUTTON TO DISCONTINUE THE REGISTRATION PROCESS OR EXIT THE APPLICATION REGISTRATION SCREEN.

A. END USER REQUIREMENTS

By agreeing to these Terms as an End User, you represent that you are an End User at a healthcare entity, an authorized administrator appointed by a healthcare entity, or an authorized administrator appointed by an electronic medical record with the authority to access an entity’s healthcare provider database in order to share provider identity verification information with DrFirst and authorized third parties. In the event that you cease to be an Authorized Credentialing Officer or an authorized administrator with the right to access and share healthcare provider information, these Terms will automatically terminate and you agree to discontinue your use of the Application immediately. You agree to use the Application to upload information for only those healthcare providers who have successfully completed your healthcare entity’s identity proofing verification process in compliance with all applicable state and federal laws and regulations.

B. ACCESS TO SERVICES



For so long as these Terms remain in effect and you remain a properly registered End User, the Application will remain available to you. You may access the Application only if the healthcare entity that you are affiliated with remains a DrFirst customer, subject to these Terms. During such time as you remain a properly registered End User, you are granted a limited, non-exclusive, nontransferable license to access and make use of the Application.

C. GENERAL RESTRICTIONS ON USE

If you are an End User, then the licenses granted to you will remain in force only for so long as these Terms remain in effect or until your registration is cancelled or terminated. You may not resell or sublicense access to the Application or any of the rights granted to you herein to any third party. You may not use the Application except in connection with managing healthcare provider information on behalf of the entity for which you serve as an End User or authorized administrator, and only as permitted by these Terms. You agree not to reproduce, duplicate, copy, sell, resell or exploit any part of the Application software. You further agree not to combine or integrate the Application with software or technologies not provided by us, or modify, further develop or create any derivative product based on the foregoing. You may not decompile, disassemble, reverse engineer or otherwise attempt to obtain or access the source code from which any component of the Application is compiled or interpreted, and nothing in these Terms may be construed to grant any right to obtain or use such source code. You agree not to use the Application to: (a) other than as permitted by HIPAA and HITECH rules as amended from time to time by the federal government; (b) violate any local, state, national or international law; (c) access any End User account other than your own; (d) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; (e) give access to your Application account to any person other than yourself; or (f) share data that you have obtained as a result of your access to the Application with any party not authorized or intended to be the recipient of such data as contemplated in these Terms. In the event we become aware of your use of the system other than for the purposes outlined in these Terms, we may in our sole and reasonable discretion terminate your account without notice.

D. AUTHENTICITY AND ACCURACY OF INFORMATION

You as the End User ensure that all healthcare provider information shared with DrFirst is complete, accurate, and up to date. You agree to use the Application only to upload information of those healthcare providers who have successfully completed your entity's identity proofing verification process in compliance with all applicable state and federal laws and regulations or to otherwise manage those users who have previously undergone a separate identity proofing process. You understand and agree that DrFirst will not conduct its own separate identity proofing process for the healthcare providers that the entity has previously verified. Therefore, if at any time during your use of the Application you become aware that the information you are sharing with DrFirst through the Application is false or inaccurate, you must immediately notify DrFirst, or contact your affiliated healthcare entity to immediately notify DrFirst.

E. NO WARRANTIES

THE APPLICATION IS PROVIDED "AS IS." TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, DRFIRST DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, AND SYSTEM INTEGRATION. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO



THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. DRFIRST DOES NOT WARRANT THAT USE OF THE APPLICATION WILL BE UNINTERRUPTED, ERROR-FREE OR VIRUS FREE. THE SUBMISSION OF ANY INFORMATION THROUGH THE APPLICATION IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM AND/ OR LOSS OF DATA THAT MAY RESULT FROM SUCH ACTIVITIES OR FROM RELIANCE UPON THE APPLICATION. DRFIRST IS NOT THE OWNER OR AUTHOR OF, AND MAKES NO WARRANTIES WITH RESPECT TO, ALL THIRD-PARTY SOFTWARE AND THIRD-PARTY OFFERINGS. ALTHOUGH INFORMATION THAT YOU SUBMIT MAY BE PASSWORD PROTECTED, DRFIRST DOES NOT GUARANTEE THE SECURITY OF ANY INFORMATION TRANSMITTED TO OR FROM THE APPLICATION, EXCEPT AS MAY BE SET FORTH IN A BUSINESS ASSOCIATE AGREEMENT BETWEEN DRFIRST AND SUBSCRIBER; AND YOU AGREE TO ASSUME THE SECURITY RISK FOR ANY INFORMATION YOU PROVIDE.

F. LIMITATION OF LIABILITY

YOU, AS AN END USER, AGREE THAT YOUR USE OF THE APPLICATION IS AT YOUR OWN RISK. THE APPLICATION IS SOLELY AVAILABLE TO YOU BY VIRTUE OF YOUR STATUS AS AN AUTHORIZED CREDENTIALING OFFICER OR AN AUTHORIZED ADMINISTRATOR FOR YOUR AFFILIATED HEALTHCARE ENTITY. ACCORDINGLY, YOUR REMEDY AGAINST DRFIRST FOR ANY DAMAGE CAUSED TO YOU BY OR FROM (i) BUSINESS INTERRUPTION, (ii) LOSS OR INACCURACY OF INFORMATION, OR (iii) YOUR USE OR INABILITY TO USE THE APPLICATION SHALL BE SOLELY LIMITED TO CANCELLATION OF YOUR REGISTRATION TO ACCESS THE APPLICATION, WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE AND EVEN IF DRFIRST WAS ADVISED THAT SUCH DAMAGES WERE LIKELY OR POSSIBLE. YOU ACKNOWLEDGE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL TERM RELATING TO THE PROVISION OF THE APPLICATION TO YOU AND DRFIRST WOULD NOT ALLOW ACCESS AND USE OF THE APPLICATION WITHOUT THIS LIMITATION.

G. INDEMNIFICATION

YOU AGREE TO INDEMNIFY, HOLD HARMLESS AND, AT DRFIRST'S OPTION, DEFEND DRFIRST (INCLUDING ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, SUPPLIERS AND ANY THIRD-PARTY INFORMATION VENDERS TO THE APPLICATION) FROM AND AGAINST ALL LOSSES, EXPENSES, DAMAGES, COSTS AND LIABILITIES, INCLUDING REASONABLE ATTORNEYS' FEES, RESULTING FROM ANY VIOLATION OF THESE TERMS OR ANY ACTIVITY RELATED TO YOUR ACCOUNT (INCLUDING ANY NEGLIGENT OR WRONGFUL CONDUCT) BY YOU.

H. TERMINATION

You may terminate these Terms at any time and for any reason by discontinuing use of the Application. We may terminate these Terms without notice or, at our option, temporarily suspend your access to the Application in the event that you breach these Terms. Notwithstanding the foregoing, we also reserve the right to terminate these Terms at any time and for any reason by providing notice to you in accordance with these Terms. After termination of these Terms for any



reason, you understand and acknowledge that we will have no further obligation to make the Application available. Upon termination, all licenses and other rights granted to you by these Terms will immediately cease, and you agree to promptly destroy any Confidential Information of ours that you may possess.

I. APPLICABILITY OF TERMS AFTER TERMINATION

The following provisions will survive the termination of these Terms: sections C, D, E, F, G, M and N.

J. ACCOUNT INFORMATION

DrFirst reserves the right to share certain account or other information with governmental organizations or other third parties when it believes in good faith that the law or legal process requires it, or when it is necessary to do so to protect the rights or property of DrFirst or others. A temporary password and/or unique user I.D. will be provided to you. You are responsible for maintaining the confidentiality of such passwords and/or user I.D., and you agree that you will be responsible for all use of any such password and/or user I.D., including any access to, or use of, the Services by unauthorized persons. In the event that your password and/or user I.D. is lost or stolen, please notify DrFirst or your healthcare entity immediately so that a new password or user I.D. may be issued promptly.

K. MODIFICATIONS TO TERMS

We may change these Terms from time to time. We will notify you of any such changes via e-mail (if you have provided a valid email address) and/or by posting notice of the changes on the Application access site or in the Application login screen. Except as may otherwise be required in the Privacy Policy, any such changes will become effective when notice is received or when posted on the Application access site, whichever first occurs. If you object to any such changes, your sole recourse will be to terminate these Terms. Continued use of Application following notice of any such changes will indicate your acknowledgement of such changes and agreement to be bound by the revised Terms, inclusive of such changes.

L. MODIFICATIONS TO APPLICATION

We reserve the right to modify or discontinue the Application with or without notice to you. We will not be liable to you or any third party should we exercise our right to modify or discontinue the Application, except as set forth in section F above. If you object to any such changes, your sole recourse will be to terminate these Terms. Continued use of the Application following notice of any such changes will indicate your acknowledgement of such changes and satisfaction with the Services as so modified.

M. OWNERSHIP

As between you and us, DrFirst retains all right, title and interest in and to the Application, and all information, content, software and materials provided by or on behalf of DrFirst. You may not copy, reproduce, distribute or create derivative works from such information, content, software and materials or remove any copyright or other proprietary rights notices contained in such information, content, software and materials without the copyright owner's prior written consent.

Your feedback is welcome and encouraged. You agree, however, that (i) by submitting unsolicited ideas to DrFirst, you automatically forfeit your right to any intellectual property rights in these ideas;



and (ii) unsolicited ideas submitted to DrFirst or any of its employees or representatives automatically become the property of DrFirst.

N. REPRESENTATIONS AND WARRANTIES

You represent and warrant that all information that you provide to us will be true, accurate, complete and current to the best of your knowledge, and that you have the right to provide such information to us in connection with your use of the Application.

O. GENERAL TERMS

You shall comply with all laws, rules and regulations now or hereafter promulgated by any government authority or agency that are applicable to your use of the Application or the transactions contemplated in these Terms. Any attempt to sublicense, assign or transfer any of the rights, duties or obligations hereunder or to exceed the scope of these Terms is void. These Terms will be subject to and construed in accordance with the laws of the State of Maryland, excluding conflict of law principles. You consent to jurisdiction and venue exclusively in the State of Maryland. These Terms constitute the entire agreement between you and DrFirst with regard to the matters described herein and govern your use of the Application, superseding any prior agreements between you and DrFirst with respect thereto (except as described in section I above). The failure of DrFirst to exercise or enforce any right or provision of these terms shall not constitute a waiver of such right or provision. If any provision of these terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms shall remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or these Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred.