



PRAXIS® Electronic Medical Records License, HIPAA and Cloud Agreements

This is a legal End User License Agreement (EULA) between you (either an individual or a single entity; hereinafter "Licensee" or "You") and Infor-Med Medical Information Systems, Inc. (hereinafter "Infor-Med"). Signing this EULA, or otherwise installing, copying, entering the control code, using the software or, if applicable, clicking "I Agree" when installing software applications, if performed by You or by a third party on your behalf, indicates acceptance of these terms and conditions.

Licensee also hereby agrees to the terms and conditions included in the attached HIPAA Business Associate agreement the Praxis Support and Cloud Services Agreement.

IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, DO NOT INSTALL OR USE THE SOFTWARE PROVIDED: IF YOU HAVE INSTALLED IT, PROMPTLY RETURN THE SOFTWARE AND ALL ACCOMPANYING MATERIALS TO INFOR-MED OR THE DEALER FROM WHICH IT WAS ACQUIRED TO RECEIVE A REFUND.

LICENSEE ALSO AGREES TO READ THE DISCLAIMERS IN THE SOFTWARE USER MANUAL AND WILL EITHER ACCEPT THE LIMITATIONS DESCRIBED THEREIN OR DISCONTINUE USE OF THE SOFTWARE.

Ownership: The Electronic Medical Records software program ("Praxis®") and related written guides describing the use and operation of Praxis®, the Scanaway™ Medical Document Indexing Program ("Scanaway™" also known as "PraxDocs™"), and the "Praxis Patient Portal" refer to the computer applications and written and electronic manuals accompanying the licensed software applications, and any upgrade or upgrades that Licensee obtains individually or through an authorized maintenance and support services program, and related written guides describing the use and operation thereof, are the property of Infor-Med, of Commerce, California. The Fastcoder add-on, including all CPTs and ICDs, is owned in part by ACME Software Partners and by the American Medical Association. The DIT database is owned by Drug Information Technologies (now known as the Scholtz Databank). All ownership and related interests are protected by U.S. and international copyright law and various international treaties. All licensed applications are licensed strictly in accordance with the provisions herein, not sold, and all ownership interests in all copyright, trade secret, patent, and other intellectual property rights therein are retained by Infor-Med, ACME Software Partners, the American Medical Association, and Drug Information Technologies (aka Scholtz Databank).

1. Definitions

For the purposes of this Agreement:

(a) "Provider" refers to the individual or individuals designated by the software as billable providers of healthcare services, including but not limited to physicians, chiropractors, nurse practitioners, physician assistants, and other non-physician billable providers of healthcare services. Provider licenses must be purchased for the maximum number of providers authorized to use the program.

(b) "Runtime Program" refers to programs whose use shall be limited solely to running the Praxis® program, and may not be used to create or alter tables, except as necessary for operation of the Praxis® program.

(c) "Site" refers to a location of the Licensee's choosing.

(d) "Praxis EMR", "Praxis Application" or simply "Software" refers to the software applications that Licensee has licensed from Infor-Med, including but not limited to Praxis Electronic Medical Records, Scanaway™/PraxDocs™, DIT™ (Drug Information Technologies aka Scholtz Databank) and the Patient Portal.

(e) "Cloud" refers to a computer network that is owned by Infor-Med or by Infor-Med's subcontractors to host the Software.

(f) "Educational Materials" refers to the written and electronic manuals accompanying the licensed software applications, and any upgrade or upgrades that Licensee obtains individually or through an authorized maintenance and support services program. (g) "Patient Portal" refers to an application provided free of charge to the patients of Licensee, via Infor-Med's cloud as stipulated in this agreement. This includes the Praxis Telemedicine Module if/when provided to patients.

(h) "End Users" refers to you and any users authorized by You to access any of the Praxis EMR Applications.

(i) "EMR" or "Electronic Medical Records" refers to the Praxis administrator and User application, as well as the Patient Records application.

(j) "Praxis Agents": refers to a utility within the Praxis EMR application that transmits information among End Users and between End Users and patients via the Praxis Patient Portal.

(k) "PHI" stands for Protected Health Information. The HIPAA Privacy Rule provides federal protections for personal health information held by covered entities and gives patients an array of rights with respect to that information.

2. Grant of Rights

Infor-Med grants to Licensee, and Licensee hereby accepts, subject to the terms and conditions set forth herein, a nonexclusive and non-transferable license of Praxis® Scanaway/PraxDocs software as follows:

(a) To use one (1) Praxis Software via a Cloud network provided for this specific purpose to Licensee, (b) to use one Praxis Software in executable form solely for the Licensee's practice at the Site, (c) To use via the Internet from any other locations, provided the installed software is located at the Licensee's Site, and (d) To use, only in connection with and/or to interface with the Praxis Software, an unlimited number of copies of the Scanaway/PraxDocs applications.

3. Limitation of Rights

Licensee agrees that he/she will not directly, and will not permit others, to do the following:

(a) Assign or transfer copies of the Software, any written explanatory material describing the use and operation of the Software, or any rights under this Agreement;

(b) Install or permit the installation of the Software at locations other than the Site, with the exception that the Site may be limited to a portable computer or, as a workstation, to a single server located at the private office or home of the Licensee;

(c) Use or permit the use of the software for any purpose other than Licensee's own medical practice;

(d) Transfer, assign, timeshare, or rent the Software, with the exception of a temporary transfer in the event of a computer malfunction at the Site;

(e) Copy or otherwise duplicate the Software or explanatory written materials, with the exception of a single copy for backup or archival purposes. Licensee may purchase hard copies of explanatory written materials and additional runtime licenses at the prices in effect;

(f) Attempt to disassemble, decompile, or reverse-engineer the Software;

(g) Modify, adapt, copy, translate or create derivative works based on the Software, except as permitted above;

(h) Publish any results of benchmark tests or evaluations of the Software, including any public Internet postings, without previous written permission by Infor-Med; (i) Export the Software outside the United States, or otherwise permit the Software to be exported directly or indirectly, without prior written authorization from Infor-Med or in violation of United States law or regulation;

(j) Attempt to access the Software database in any manner other than through the Software application;

(k) Use more than one copy of the Scanaway/PraxDocs program outside of its connection to and interface with the Praxis® program.

4. Maintenance and Support

Infor-Med and/or its authorized agents shall provide maintenance and support of the Software and/or the Cloud in a manner established by Infor-Med for this purpose and included in the Customer Support and EMR Cloud Services Addendum section below. In addition, Infor-Med shall provide to Licensee, at a charge to be disclosed by Infor-Med, those system upgrades made available to customers. Licensee understands and agrees that maintenance and support will be terminated if it is found that the Software has been tampered with or the Software database has been changed in any manner other than through the Software application itself. In addition, in the case of the software being held at the Licensees site, Licensee agrees to furnish Infor-Med and/or its authorized agents with reasonable electronic access via the Internet, unencumbered by firewalls that could restrict the ability of Infor Med or its authorized agents to provide maintenance and support.

5. Training

Infor-Med and/or its authorized agents shall provide training for the Software in a manner set forth by Infor-Med for this purpose. A copy of this End License User Agreement (the "EULA") constitutes part of this Agreement and is included in the Customer Support and EMR Cloud Services Addendum section below.

6. Patient Portal

The Praxis Patient Portal Agreement is provided to your patients at your discretion free of any additional charges. For accessing the Praxis Portal your patients are required to execute a Praxis Patient Portal End User License agreement found therein, which is meant to legally protect both You and Infor-Med. A copy of the agreement found here:

[Praxis-Patient-Portal-Agreement.pdf](#)

Any suggestions for improvement to the Praxis Patient Portal is welcomed. You may disconnect from the Patient Portal any and all your patients by contacting Praxis Support. However, you are aware that this action may be a violation of Federal and Medicare government regulations. Infor-Med is not responsible for any information that is sent from the patient medical record by your End-Users or required to be sent automatically by government regulations.

Likewise, Infor-Med is not responsible for any information sent to your End-Users by a patient and either not read by your End-Users prior to its entering the EMR, or filtered by your End-Users for automatic insertion in the EMR without End-User review. You agree to learn how this agent communication between the Patient Portal and Your End Users works so as not to miss important patient messages sent by patients to your End-Users.

Proxy Accounts: Parents or legal guardians of a minor or an otherwise incapacitated adult may request registration of and access to an account for the patient in consultation with the patient's Healthcare Provider after providing written consent by the Healthcare Provider. The End User may provide such access at their Healthcare Provider discretion. Under state and federal laws, there are certain types of medical information that a parent or legal guardian of a minor age 13 to 17 may not view without consent of the minor or at the discretion of the healthcare provider. Because of these requirements, the minor's healthcare provider may not grant full Services access to parents or legal guardians of a minor in this age category in States where this regulation is applicable.

7. Term of License

The term of this Agreement shall begin on the date that the Software is received by the Licensee (effective date) and shall continue in effect until Licensee notifies Infor-Med in writing, discontinues use of the Software, and destroys or returns all copies of the Software received pursuant to this Agreement.

8. Termination of Agreement

In the event of a material default by either party of this Agreement, the other party may terminate the Agreement with twenty (20) days written notice, unless the defaulting party resolves the default within the twenty-day period and may disconnect Licensee from the use of Infor-Med's cloud system. Non-payment of any fees or payments more than 30 calendar days past due also constitutes default. Upon expiration or termination of this Agreement for any reason, Licensee agrees to promptly destroy or return, as directed by Infor-Med, all copies of the Software received pursuant to this Agreement, and to cease to use the same or any portion thereof for any purpose.

In case of termination, Infor-Med agrees to provide Licensee a free copy of Praxis and Licensee's clinical Information, including all Licensee's patient records, except for the Patient Portal cloud records, to an appropriate computer owned by the Licensee subject to the Limitation of Rights stipulated above and to payment for any installation and support costs related to this new setup. It is understood that this setup will only allow Licensee to view the clinical records but will not include any other use of the program.

9. Government Restricted Rights

Use, duplication, or disclosure by the Government is subject to restrictions as set forth in Department of Defense Regulations Supplement ("DFARS") 252.227-7013(c)(1)(ii) and Federal Acquisition Regulation ("FAR") 52.227-14 and 52.227-19.

10. General

(a) Pricing: Licensee shall be responsible for any and all use tax applicable to this Agreement. Further, Licensee recognizes that Infor-Med's pricing reflects the allocation of risk set forth in the Limited Warranty as described in this EULA.

(b) Additional programs included with Software: Licensee understands that Infor-Med may from time to time embed additional programs belonging to third parties within the Software. These programs currently include the Drug Information Technologies Drug Contraindication Database (now known as the Scholtz Databank), the FastCoder® Billing CPT/HCPCS, ICD9 and ICD10 information databases. Licensee understands that these additional programs are not a part of the Software, and agrees to pay the prices in effect for the additional programs, where applicable, or discontinue use of the additional programs. At its discretion, Infor Med may replace these additional programs with other programs or cease to provide them at any time. These additional programs generally require a periodic fee for updates. These fees will be reflected in charges by Infor-Med, in addition to all other upgrade, maintenance, and/or support fees. Licensee has the option of paying these periodic update fees or discontinuing use of the additional programs, thereby accepting any and all responsibility or liability that may arise as a result of such discontinuance.

(c) Management: Licensee is responsible for any hardware installation and for the management and operation of the Software if it is on site, or payment of the Praxis Cloud Service if hosted by Infor-Med.

(d) Limitation of Liability: Infor-Med will not be responsible or liable for the deletion, correction, destruction, damage, loss, or failure to store or maintain any data you or your End Users enter into Praxis. Under no circumstances, including but not limited to negligence, will Infor-Med or its affiliates, contractors, employees, agents, or third-party partners, licensors, or supplier be liable for any special, indirect, incidental, consequential, punitive, reliance, or exemplary damages (including without limitation losses or liability resulting from loss of data, loss of revenue, anticipated profits, or loss of business opportunity) that result from your use or your inability to use Praxis, or any other interactions with Infor-Med, even if Infor-Med or an Infor-Med authorized representative has been advised of the possibility of such damages. Licensee acknowledges and agrees that Infor-Med has offered its applications and services and entered into these terms in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that the disclaimers of warranty and the limitations of liability set forth herein reflect a reasonable and fair allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss).

(e) Indemnification; Hold Harmless: You will indemnify, defend, and hold harmless Infor Med Medical Information Systems, Inc. (Infor-Med), its officers, investors, directors, employees, shareholders, agents, licensors and subcontractors (collectively "Indemnified Parties") from and against any and all liabilities, losses, damages, judgments, costs and expenses (including legal fees and expenses) associated with

any claims, demands, actions, settlements, or proceedings brought against Infor-Med or any Indemnified Parties, whether or not involving a third party, which directly or indirectly arise out of or relate to your use or misuse of Praxis, whether or not caused by the negligence of Infor Med or any other Indemnified Party and whether or not the relevant claim has merit. Such a circumstance requiring application of this section includes, but is not limited to, if any of your patients brings a medical malpractice claim against you, your organization, clinic, medical professionals, or employees, and names Infor-Med or Praxis, you are obligated to defend, indemnify, and hold harmless. Infor-Med will have the right to control the defense, settlement, adjustment or compromise of any such claims, demands, actions or proceedings by using counsel selected by Infor-Med.

(f) Period for filing claims: You acknowledge and agree that it is the intent of both you and Infor*Med to limit the period of time in which a claim may be filed, even if the period is shorter than that fixed by the statute of limitations. You therefore agree that any cause of action arising out of or related to Infor*Med must commence within one (1) year after the cause of action accrues, otherwise such cause of action is permanently barred.

(g) Governing Law: The laws of the State of California, USA, without regard to its conflicts of laws, control this Agreement, and the United Nations Convention on International Sale of Goods does not apply. This EULA specifically excludes the application of the Uniform Computer Information Transactions Act. It is enforceable by Infor-Med or its distributors and dealers.

(h) Jury Trial Waiver: EACH PARTY EXPRESSLY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE ARISING UNDER, OR RELATED TO, THIS EULA.

(i) Arbitration: Disputes (other than collection matters) arising under or relating to this EULA will be resolved in arbitration before one arbitrator pursuant to AAA Rules of Arbitration and conducted in Los Angeles, California, USA. The cost of the arbitration, including the fees and expenses of the arbitrator, will be shared equally, with each party paying its own attorney's fees. The arbitrator will have the authority to award damages only to the extent otherwise available under this EULA. Licensee acknowledges and agrees that a material breach of this EULA would cause irreparable harm to Infor-Med; therefore Infor-Med shall be entitled to seek immediate equitable relief, in addition to whatever remedies Infor-Med might have under law or under this EULA.

(j) Survival of terms: These provisions shall survive the termination of this Agreement, regardless of the cause of termination.

(k) Severability: If the terms and conditions of this EULA are found to be unenforceable by a court of competent jurisdiction, such unenforceable terms and conditions shall be severed from this EULA, and the remaining provisions of the EULA shall continue in force and effect to the greatest extent permitted by law.

11. Entire Agreement - Future Changes

You acknowledge and agree that any amendments or modifications to this End User License Agreement made in accordance with the terms and conditions of the current agreement after execution of this Agreement shall also constitute part of this End User License Agreement.

This Agreement, together with the attached "Limited Warranty", the Cloud Services Provider Agreement, and the HIPAA Business Partner agreement may all be amended by Infor-Med from time to time. At INFOR-MED we are committed to providing you with the best possible experience when using our software. As technology evolves and improves, we may need to make changes to this Agreement to ensure that our software continues to meet your needs and remains in compliance with legal and regulatory requirements. This clause outlines how updates and modifications to the EULA will be handled.

1. Updates to the EULA: We may, from time to time, update and modify the terms and conditions of this EULA. Any changes will be communicated to you through our software's interface, our website, or via email. It's important to review these updates and modifications to stay informed about any alterations to your rights and obligations under this agreement.

2. Your Acceptance: By continuing to use our software after the updated EULA has been made available, you are acknowledging your acceptance of the revised terms. If you do not agree with the updated terms, you may choose to discontinue using our software.

3. Transparency and Communication: We are committed to ensuring transparency and open communication with our users. Before any changes to the EULA take effect, we will make reasonable efforts to provide you with a clear overview of the modifications, the reasons for the changes, and their implications. This will enable you to make an informed decision about whether to continue using our software under the updated terms.

4. Ensuring a Positive Experience: Our goal is to provide you with a positive experience when using our software. We believe that updating our EULA to reflect the evolving technological landscape is essential to maintaining the quality, security, and functionality of our software.

5. Feedback and Questions: We value your feedback and are here to address any questions or concerns you may have about the updated EULA. You can reach out to our customer support team via support@praxisemr.com to seek clarification or share your thoughts.

We appreciate your trust in our company and Praxis EMR. By using our software, you are agreeing to be bound by the most recent version of the EULA. We encourage you to periodically review this agreement to stay informed about any changes that may affect you. Your continued use of our software demonstrates your understanding and acceptance of the dynamic nature of technology and the need for occasional updates to legal agreements.

Together, they constitute the complete agreement for the license and use of the Software. All prior or contemporaneous agreements or representations regarding the license or use of the software are superseded by this license agreement and subsequent agreements and amendments found in the above links:

Praxis End User License Agreement (EULA): <http://www.praxisEMR.com/eula.html>

The Praxis Patient Portal and Telemedicine Agreement:
[**Praxis-Patient-Portal-Agreement.pdf**](#)

In the event of a conflict between the documents listed in this agreement, the controlling document shall be the HIPAA Business Associate Agreement below, then the Praxis End User License Agreement, and finally the Praxis Support Cloud Service Agreement below. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

Each Infor-Med or third-party software shall be a third-party beneficiary of this EULA with respect to the enforcement of intellectual property rights to the maximum extent permitted by law. This EULA may not be amended except in writing by Infor-Med. Should you have any questions about this EULA, please contact Infor-Med Corporation at (818) 592-2900.

LIMITED WARRANTY

What is covered

Infor-Med warrants to Licensee that the software will perform in accordance with the explanatory written materials for a period of 365 days from the date of license (the 'Warranty Period') as provided in and subject to the conditions set forth in this Limited Warranty. Licensee agrees to carefully read the disclaimers and caveats found in the Licensed Application manual prior to using the software and within the period of Licensed Application returns.

Within the Warranty Period, Infor-Med will, at its discretion, either replace or correct any nonconforming copy of the software and provide addenda or substitute pages for nonconforming portions of the User Manual. If Infor-Med is unable to provide corrected software or documentation within a reasonable time, Infor-Med will, at its sole discretion, either replace the software with functionally equivalent software or refund the price paid by Licensee for the software, minus costs incurred by Infor-Med. The foregoing constitutes the sole and exclusive remedies of Licensee for any breach of warranty, and Infor-Med shall have no additional warranty obligation to Licensee.

UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE HELD LIABLE FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR OTHER SIMILAR DAMAGES, EVEN IF AWARE OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT FOR VIOLATIONS OF SECTION 3(h) OF THE EULA.

Under no circumstances shall Infor-Med's liability exceed the license fees paid by Licensee. In addition, the other add-on optional licensed applications include similar limitations as described elsewhere.

The Praxis software and any third-party data, software, services, or applications made available in conjunction with or through Praxis are provided to you "As Is" and "As Available" without warranties of any kind either express, implied, or statutory. To the fullest extent permissible pursuant to applicable law, Infor-Med Medical Information Systems, Inc. (Infor-Med), its suppliers, licensors, and partners disclaim all warranties, statutory, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights. Infor-Med, its suppliers, licensors, and partners do not warrant that the functions contained in Praxis and the use or the results of the use of Praxis will be effective, accurate, uninterrupted or error-free, that Praxis will meet your requirements, that defects will be corrected, or that Praxis or the server that makes it available is free of viruses or other harmful components.

To submit a warranty claim: You must inform Infor-Med via FAX, or in writing, during or no later than seven working days after the termination of the Warranty Period. Address all warranty claims to:

Infor-Med Medical Information Systems, Inc.
5800 S Eastern Ave Suite 500
Commerce, CA 90040
Fax: 818-337-2158
email: Admin@PraxisEMR.com

Claims must include dated proof of purchase, such as a copy of a receipt or invoice. Infor-Med does not warrant that the software will meet your requirements or that its operation will be uninterrupted or error-free. This Warranty is void if the software has been altered or changed in any way by any party other than Infor-Med. Infor-Med is not responsible for problems caused by changes to non- Infor-Med software, the operating characteristics of computer hardware, or operating systems which are made after the release of the software.

ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED.

Intake forms

The intake forms provided herein are made available at no additional charge and are intended to assist in patient intake processes, and you may develop or amend them yourself by using this application. We make no claims regarding the reliability, accuracy, or completeness of these forms. It is the responsibility of each user to review and evaluate the forms for clinical applicability and suitability for their specific needs and amend them as desired. We disclaim any and all liability for any use of these forms. By using these forms, you agree to hold us harmless from any and all claims, damages, or liabilities arising from their use.

Practice Advisories

The Praxis practice advisories provided herein are intended to assist in managing patients. They are developed by interpreting government guidelines or your specific requests, and you may develop or amend them yourself by using this application. We make no claims regarding the reliability, accuracy, or completeness of these practice advisories. It is the responsibility of each user to review and evaluate the forms for clinical applicability and suitability for their specific needs and amend them as desired. We disclaim any and all liability for any use of these forms. By using these forms, you agree to hold us harmless from any and all claims, damages, or liabilities arising from their use.

U.S. Government Restricted Rights

Infor-Med software and documentation are provided with restricted rights. Use, duplication, or disclosure by the US Government is subject to restrictions as set forth in FAR 252.227-14(g) (3) and subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013.

Other Conditions

Other agents, employees, distributors and dealers of Infor-Med is not authorized to modify this warranty, nor to issue additional warranties. Additional statements, such as dealer advertising or presentations, whether oral or written, do not constitute warranties by Infor-Med. This warranty provides you with specific legal rights: you may have additional rights, which vary from state to state.

Important Notice: Backups and Disaster Recovery

1. Cloud Service users: Although Infor-Med takes special care in providing redundant and internal backups for your database, we strongly recommend that you provide your own external backup to a site you trust. There are trusted, inexpensive, and HIPAA-compliant third-party companies that will perform these tasks on your behalf, and we will assist you in selecting one of them. Just because it's in the cloud, doesn't mean to say you don't need to back it up.

2. Stand-Alone Praxis users (**this does not apply to our cloud users for whom we handle internal backups as mentioned**): Despite numerous warnings in our manuals and End User Agreements, some Praxis users who store Praxis on their own server computers lose some or all of their medical records due to inadequate or improper backup procedures. By including this notice here, it is our hope that the Licensee will review the Technical Manual and learn to perform effective backups if you are hosting Praxis in your system. Be particularly sure to back up your system prior to software upgrades of any kind, including small updates. A common thread in all cases of lost medical records is that the Licensee delegates backup procedures to staff or an outside expert, then never gives backups a second thought. We strongly recommend that the Licensee understand and periodically review backup procedures. Please remember that electronic medical records are not paper records and must be protected accordingly. Praxis Support stands ready to advise and inspect your backup procedures.

Customer Support and EMR Cloud Services Addendum

This is an Addendum to the Master Praxis End User License Agreement ("EULA") between You (either an individual or a single entity; hereinafter "Licensee") and Infor-Med Medical Information Systems, Inc. (hereinafter "Infor-Med" or "We") applicable if Infor-Med provides you with Support and/or cloud Services for use of the Praxis Electronic Medical Records and related software applications as detailed in the EULA. The EULA is incorporated above and updated below by reference:

<http://www.praxisEMR.com/eula.html>

1. Definitions

- (a) "Cloud Service" refers to a computer network that is owned by Infor-Med or by Infor-Med's subcontractors to host the Praxis EMR Software.
- (b) "Praxis EMR", "Praxis Application" or simply "Software" refers to the software applications that Licensee has licensed from Infor-Med, including but not limited to, Praxis Electronic Medical Records, Scanaway™/PraxDocs™, DIT™ (Drug Information Technologies aka Scholtz Databank) and the Patient Portal.
- (c) "Online Chat" refers to the application owned by Infor-Med to provide you with support for questions or problems with the use of this Cloud Service or Praxis EMR suite of applications. The link is: <https://supportserver.praxisemr.com/> (Select the "Live Support Online" option, or "SOS" option for emergencies during weekends and holidays)
- (d) "Subcontractor" refers to our network cloud vendors located within the United States, who provide HIPAA compliant secure networks and are specialists in the Praxis setup within the cloud.
- (e) "End Users" refers to you or any users authorized by You to access any of the Praxis EMR Applications.
- (f) "Third-Party" users: refers to business associates of yours who are authorized by you to access this Cloud and the Praxis EMR to perform their services.
- (g) "Password Keys", "Password" or "Keys" refers to secret codes you and your End Users are provided or may generate to securely enter the cloud and the software. These may include unique alphanumeric code combinations, or two-factor authentication codes you would receive via email or phone texting, which would enable you and/or your End Users access to the networks and Praxis.
- (h) "Concurrent Cloud User" refers to any authorized End-User within the Cloud Network who accesses the cloud at the same time as your other End-Users do.
- (i) "Invoice" refers to the document presented to you with this agreement and afterwards, which details the fees for the different Praxis software and services.

2. Description of Services

The Infor-Med Cloud Service combines data center hardware, software and support services into a single infrastructure-as-a-service solution. This service is located on Servers located in the United States either fully owned and controlled by Infor-Med, or by Infor-Med certified subcontractors. These Cloud Subcontractors have all signed HIPAA Business Associate agreements with Infor-Med, are highly experienced in cloud network security, in the running of the Praxis suite of applications within the cloud. Our Subcontractors are all located within the United States. This service provides flexible consumption for remote access from your clinic, home, hospital, your smart phone connector or any other location where a reliable Internet connection may set-up.

Praxis Customer Support is a separate service provided solely by Infor-Med to all its End-Users and authorized Third-Party users.

3. Grant of Rights

Subject to your compliance with this ADDENDUM and with the Master Praxis End License Agreement (EULA), we grant you a personal, limited, non-exclusive, non-transferable, non-sublicensable, revocable, worldwide license to use the Praxis Cloud Network with the Praxis EMR set of applications (in object code form only) and/or receive appropriate customer support for both the cloud and Praxis.

You may authorize your End Users to use our Network Cloud and/or receive our customer support as long as the related payments are continued. You agree that you are liable for any breach by your authorized End Users or third-Party users to the Cloud Network and/or to Praxis EMR itself.

4. Access to Data

You always retain ownership of all your data, including all your patient data. To enter the network and Praxis EMR, you must be able to have access to a high-speed Internet connection and optionally a VPN and firewall to handle and print your documents locally with safety. Under no circumstance will Infor-Med or its subcontractors interfere with your or your designated End Users access the clinical data without giving you notice. Infor-Med may use and disclose performance and usage data in order to improve both the quality of service that is rendered to you and the quality of medicine that such data may generate. In all cases, Infor-Med may only do so when data does not contain Protected Health Information (PHI) as defined in our separate HIPAA Business Associate agreement and by Federal or California regulations.

5. Protecting Account Access

You will keep all account information up to date, use reasonable means to protect your account information, passwords or other login credentials, and promptly notify Infor-Med of any known or suspected unauthorized use of, or access to, your account. You will not distribute or provide access to a Key to a third party not your End-User unless that third party is a permitted third party or affiliate. We have the sole right to withhold or terminate an End-User or Third-Party access to a Key at any time if we determine that such access poses a security risk, could be fraudulent, or could subject you, Infor*Med, Infor*Med's affiliates, or any third party to liability. You agree that we and our affiliates are not responsible for unauthorized distribution or sharing of your Keys.

6. Software from Third Parties

At its option, Infor-Med may install other software you may from time-to-time request. If Infor-Med has agreed to install, patch or otherwise manage software in reliance on your license with a software vendor (rather than Infor-Med's license with the software vendor), then you represent and warrant that you have a written license agreement with the vendor that permits Infor-Med to perform these activities. You agree that you will provide Infor-Med with evidence of licensing as Infor-Med may reasonably require prior to the scheduled deployment date, and from time to time as necessary to update the status of the license. Please Note: Your licensed software may not be compatible with Infor-Med's standard process for deploying and repairing Hosted Systems. In addition, in order to install the software Infor-Med may require you to send the physical or electronic media provided to you by the vendor, both for deployment and again in the event of a failure of our Cloud Network. You agree that Infor-Med will not be in breach of any Service Level Warranty or other obligation under this Agreement that would not have occurred but for a delay resulting from our agreement to use your licensed software.

7. Do not Use Email to Transfer Secure Information

You agree not to use Email to send any secure PHI, including patient photographs or reports, any of your passwords or keys on Praxis, the Network Cloud, or on your local computer firewall. also you agree not to provide via email TeamViewer passwords/links that would allow an unauthorized third-party to access to your local computers or to our network and Praxis EMR. Please use our secure online chat as will be demonstrated to you.

8. Password Redundancy

You agree to use redundancy, meaning not to rely solely on the Cloud Passwords to access the Praxis EMR, but to also use a reasonable password found within Praxis EMR to access the Praxis application itself. Infor-Med will use best practices to minimize any data loss or breach of data, but You agree that the ultimate responsibility for preserving the integrity of your patients' data files lies with You and with your authorized End Users.

We both agree to notify each other immediately upon becoming aware of any data breach or password compromise as each of us becomes aware of it.

9. Compliance

You agree that you will comply with (a) all instructions and requirements in any Software specification sheets, user guides, security best practices and policies, and other documentation that we provide or make available to you in connection with the Software; and (b) all applicable local, state, national, and international laws and regulations (as each of these may be amended or modified from time to time with respect to your use of the Software).

10. External Backup and Data Custodianship

We strongly recommend that set up and maintain current independent / external backup of your data at a site of your choice. We will recommend independent, HIPAA-secure, professional vendors to furnish this automatic backup at your request, but we are not responsible or liable for these referrals or for the proper functioning of these systems. You agree to periodically check the good working of external backups with your selected independent vendor or system as part of your HIPAA due diligence. You may contact us at any time be of assistance in this operation at no additional cost.

You are solely responsible for ensuring the availability and integrity of your Data on your backup platform. We shall not be responsible for creating, maintaining, or verifying the accuracy of any backup copies of the Data. You should implement your own backup and disaster recovery measures to safeguard against data loss, corruption, or other events that may impact the availability or integrity of the Data.

11. Record Preservation upon Termination

In the event of termination or expiration of this Agreement, you shall be solely responsible for the preservation and retention of all medical records and PHI. You agree to promptly retrieve, export, or otherwise secure all necessary medical records and PHI from our platform prior to or upon termination of the Agreement. We shall not be obligated to retain or provide access to any medical records or PHI beyond the termination or expiration date of this Agreement.

12. Data Transfer and Deletion

Upon termination or expiration of this Agreement, you shall have a reasonable period, as specified in the Agreement, to retrieve your Data from our platform. After this period, we may, at our sole discretion, delete or otherwise dispose of all Data associated with your account. You acknowledge and agree that you shall have no claim or right to the Data stored on our platform once this period has elapsed.

13. Liability and Indemnification

You agree to indemnify, defend, and hold us harmless from and against any claims, damages, losses, liabilities, and expenses arising out of or in connection with your failure to comply with your

responsibilities under this Agreement, including any failure to preserve medical records upon termination of the Agreement.

14. Support

If signed-up for customer support, we will provide it to you during our normal business hours: Monday through Friday 8 am to 8 pm Eastern Time within 1 minute after initiation of the request via chat, and Saturday and Sunday, 8 am to 8 pm Eastern Time, 15 minutes after email initiation. You understand that on very rare occasions we will be unable to provide this support for technical reasons. We will then contact you at the earliest possible time when such support can be provided. Although initiated by chat or email, the actual support may be carried out not only via email or chat, but also by phone conference which we will initiate when needed, and/or via TeamViewer® for instant access to your computer to diagnose and or correct a problem. In addition, internal alarms control the cloud service 24/7, which would alert us instantly if your network were to fail and will result in rapid restore of functionality.

15. Changes to Cloud Services

Infor-Med may:

- (a) Enhance or refine our cloud services, although in doing so we will not materially reduce the core functionality of that Cloud Service except as contemplated next under "End of Life Service (EOL)"
- (b) Perform scheduled maintenance of the infrastructure and software used to provide a Cloud Service, during which You may experience some disruption to that Cloud Service. Whenever reasonably practicable, Infor-Med will provide You with advance notice of such maintenance, but You acknowledge that occasionally, Infor-Med may need to perform emergency maintenance without providing You advance notice, during which Infor-Med may temporarily suspend Your access to, and use of, the Cloud Service.
- (c) End of Life Service ("EOL") (c) Infor-Med or an Infor-Med Subcontractor may end the life of Infor-Med Cloud Service Technology, including component functionality, by providing written notice. Infor-Med will use commercially reasonable efforts to transition You to a substantially similar Infor-Med Subcontractor. If Infor-Med does not have substantially similar or improved Infor-Med Subcontractor, then credit You any unused portion of the prepaid fee for the Infor-Med Technology declared EOL.

16. Network Cloud and Support Fees

The Cloud Hosting Support cost and the Customer Support Costs are charged separately from each other, and, like other Praxis EMR fees, they are stipulated in our invoices and subject to change. Payments are due upon receipt of invoice. Although an invoice will be presented with the scope of the work performed, payment for said invoices can be made on a monthly, or prepay on a yearly basis with a discount. Invoices are considered late after 30 days. In the event that You do not comply with payment terms provided in this Agreement, a late payment penalty will be assessed at the annual interest rate of 20 percent prorated monthly. All work will stop until payment has been received. If Cloud Network payment is delayed by more than 30 days, Infor-Med may stop rendering this service.

17. Total Number of Concurrent Cloud Users

The use fee for this Cloud Network is determined by the total number of your Concurrent Cloud Users. Although more than one End User may share a concurrent cloud user license during different days or times, the total number of such Concurrent Users at any time may not supersede the total stipulated number detailed in your invoice.

18. Cloud Termination

If a party materially breaches this EULA and does not cure that breach within 30 days after receipt of written notice of the breach, the non-breaching party may terminate this EULA for cause. If the service is terminated for lack of payment, you will be notified of termination of this agreement and provided a reasonable alternative option to access your patient records as detailed here. Your ownership of the data

survives this agreement but not the cloud service. At your request, one option is for a Praxis EMR application to be installed at a computer of your choice and used for free to access your old clinical data but not to generate any more data. The Praxis installation is subject to reasonable installation costs. Praxis may also be maintained in this cloud for this limited purpose simply by keeping up to date a Cloud fee for one or more concurrent users. Future support services that may be required to access Praxis, whether in our cloud or at your own location, will be charged separately. In addition, your clinical data may be from your Praxis exported at your request for a reasonable fee.

19. Limited Warranty of the Cloud Service

Notwithstanding anything in the Agreement to the contrary, except for liability based on willful misconduct or fraudulent misrepresentation, the maximum aggregate monetary liability of Infor Med and any of its employees, agents, suppliers, or affiliates in connection with the Services, the Agreement, and any act or omission related to the Services or Agreement, under any theory of law (including breach of contract, tort, strict liability, violation of law, and infringement) shall not exceed twelve (12) times one month's recurring fee under the Agreement for the Services that are the subject of the claim as of the time of the occurrence of the events giving rise to the claim, and (ii) for Supplementary Services, fees paid for the Supplementary Services that are the subject of the claim.

20. No Third-Party Liability

If we, our affiliates, or any of our or their respective employees, agents, or suppliers (the "Indemnitees") are faced with a legal claim by a third party arising out of your actual or alleged gross negligence, willful misconduct, violation of law, failure to meet the security obligations required by the Agreement, violation of your agreement with your patients end users, or violation of our EULA, then you will pay the cost of defending the claim (including reasonable attorney fees) and any damages award, fine or other amount that is imposed on the Indemnitees as a result of the claim. Your obligations under this subsection include claims arising out of the acts or omissions of your end users or Third-Party users, or any other person to whom you have given access to the Services, and any person who gains access to the Services as a result of your failure to use reasonable security precautions, even if the acts or omissions of such persons were not authorized by you. You must also pay reasonable attorney fees and other expenses we incur in connection with any dispute between persons having a conflicting claim to control your account with us, or any claim by your patient, patient relatives, or end user arising from an actual or alleged breach of your obligations to them. If third parties try to sue Infor-Med due to your actions, inactions or those of your authorized End Users, whether intentional or not; you must pay for Infor-Med's legal fees incurred in the defense from such claims. We will choose legal counsel to defend the claim, provided that these decisions must be reasonable and must be promptly communicated to you. You must comply with our reasonable requests for assistance and cooperation in the defense of the claim. We may not settle the claim without your consent, although such consent may not be unreasonably withheld. You must pay expenses due under this Section as we incur them.

21. Limitations of Liability

Except as set out in this Section and to the extent permitted by law, Infor-Med expressly disclaims all warranties and conditions of any kind, expressed or implied, including without limitation any warranty, condition or other implied term as to merchantability, fitness for a particular purpose or non-infringement, or that the Infor-Med will be secure, uninterrupted or error-free.

Neither party will be liable for indirect, incidental, exemplary, special or consequential damages; loss or corruption of data or interruption or loss of business; or loss of revenues, profits, goodwill or anticipated sales or savings. The maximum aggregate liability of each party under this EULA is limited to the fees received by Infor-Med for the applicable Cloud Network and Support Services and attributable to the 12-month period immediately preceding the first event giving rise to such liability. This section does not apply to liability arising from: (a) Your failure to pay all amounts due; or (b) Your breach of this agreement or the End User License Agreement.

22. Limitations of Liability - Force Majeure

Infor*Med will not be deemed to be in breach of this agreement or liable for any breach of this agreement or our HIPAA privacy policy due to any event or occurrence beyond our reasonable control, including without limitation, acts of God, terrorism, war, invasion, failures of any public networks, electrical shortages, Internet outage, labor disturbance, earthquakes or floods, civil disorder, strikes, fire, pandemics, epidemics, or other disaster (including without limitation, natural, technological, or social).

23. Suspension of Services

Infor-Med reserves the right to suspend services to the Praxis Network Cloud in the event of the identification of an immediate threat to your security, that of Infor-Med or Subcontractors systems or the services. Infor-Med agrees to provide You with prompt notice of the suspension of services, its cause, and anticipated duration.

24. Disclaimer of all Other Warranties

To the extent authorized by the constitution and laws of the State of California, Infor-Med makes no representation or warranties concerning the Equipment, Software, or Sublicensed Third-Party Applications or Services. THE FOREGOING WARRANTIES ARE IN LIEU OF, AND INFOR-MED DISCLAIMS, ALL OTHER WARRANTIES, BOTH EXPRESSED AND IMPLIED, INCLUDED BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY ARISING FROM A COURSE OF DEALING, USAGE OR TRADE-PRACTICE AND ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. INFOR-MED DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED, THAT ALL DEFECTS WILL BE CORRECTED, OR WILL MEET STATES' REQUIREMENTS. INFOR-MED DOES NOT WARRANT THE ABILITY TO IMPROVE THE HEALTH STATUS OF A PATIENT OR SAVE PATIENT LIVES. THE SERVICES AND CONTENTS ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS AND ARE SUBJECT TO TIME DELAYS.

25. Amendments

We may amend this agreement at any time in our sole discretion by posting the revised terms at <http://www.praxisEMR.com/eula.html>.

and/or within an update or upgrade of the Software. Your continued use of the Software after the effective date of the amended EULA evidences your agreement to be bound by it. If you do not agree to a change, you must stop using the Software and terminate this EULA.

In the event of a conflict between the documents listed in this agreement, the controlling document shall be the HIPAA Business Associate Agreement, then the Praxis End User License Agreement, and finally the Praxis Support Cloud Service Agreement (this agreement). In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

HIPAA Business Associate Agreement

Between Infor-Med Medical Information Systems, Inc. ("Business Associate"), makers of Praxis Electronic Medical Records, and your clinic as a "Covered Entity"

Taken from the US Department of Health and Human Services' Business Associate Agreement Provisions

<http://www.hhs.gov/ocr/privacy/hipaa/understanding/coveredentities/contractprov.html>

Catch-all definition

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Infor*Med Medical Information Systems Inc. , maker of the Praxis Electronic Medical Records.

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean your clinic.

(c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

(c) Report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;

(e) Make available protected health information in a designated record set to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;

(f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;

(g) Maintain and make available the information required to provide an accounting of disclosures to the [Choose either "covered entity" or "individual"] as necessary to satisfy covered entity's obligations under 45 CFR 164.528;

(h) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

(a) Business associates may only use or disclose protected health information as necessary to perform the services set forth in Service Agreement.

(b) Business associates may use or disclose protected health information as required by law.

(c) Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's minimum necessary policies and procedures.

(d) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity

(e) [Optional] Business associate may use protected health information for the proper management and administration of the business associate or to carry out the legal responsibilities of the business associate.

(f) Business associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(g) Business associate may provide data aggregation services relating to the health care operations of the covered entity.

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

(a) Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.

(b) Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.

(c) Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

Term and Termination

(a) Term. The Term of this Agreement shall be effective as of the dated signed below, and shall terminate on the date covered entity terminates for cause as authorized in paragraph (b) of this Section.

(b) Termination for Cause. Business associate authorizes termination of this Agreement by covered entity, if covered entity determines business associate has violated a material term of the Agreement and business associate has not cured the breach or ended the violation within the time specified by covered entity.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, business associate shall destroy all protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, that the business associate still maintains in any form. Business associate shall retain no copies of the protected health information.

Upon termination of this Agreement for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

1. Retain only that protected health information which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Destroy the remaining protected health information that the business associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the protected health information;
4. Not use or disclose the protected health information retained by business associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
5. Destroy the protected health information retained by business associate when it is no longer needed by a business associate for its proper management and administration or to carry out its legal responsibilities.

(d) Survival. The obligations of business associate under this Section shall survive the termination of this Agreement.

Miscellaneous [Optional]

(a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

END OF AGREEMENT V.102 7/23/2024