

UMMC uView Terms and Conditions

The UMMC uView web portal (“uView”) is a portal which offers licensed healthcare providers and their sponsored office staff who are registered to use the portal limited view-only access to certain clinical data from the University of Mississippi Medical Center and/or its affiliates (collectively, “UMMC”). If You have any questions or concerns, please contact UMMC’s Help Desk at 601-984-1145 about Your questions before using uView. To obtain and continue having access to uView You must agree to be bound by all of these Terms and Conditions. UMMC may change these Terms and Conditions at any time without notice. By checking the box and Your continued use of uView after any changes are made by UMMC constitutes acceptance of the new terms. If You do not agree to such changed terms, or if at any time You no longer wish to otherwise abide by these Terms and Conditions, You should not access or use uView and You should contact UMMC. The most current version of these Terms and Conditions can be accessed at any time by selecting the “uView Terms and Conditions” link found at <https://www.umc.edu/CareLink/Common/tandc.pdf> .

UVIEW USER ACCESS

Subject to the terms contained herein, UMMC hereby grants, anyone that submits a request to access and use uView as a site administrator or other user type (“You or Your”), a limited license to access uView. You agree that You shall access and use UView only in accordance with these terms, applicable law, and the rules, policies and procedures established by UMMC for access and use of uView. This license may not be shared with, transferred, or sublicensed to any other party, including with or to other clinicians or staff members in Your office. This license expressly excludes, without limitation, any rights to access and use uView or the data contained therein for reproduction, duplication, sale, resale or other commercial purposes, or for any data extraction or data mining purposes, to make any derivatives of uView or the data contained therein, or to collect or use other user information, including, without limitation, health information for personal or other prohibited uses defined under the Health Insurance Portability and Accountability Act of 1996, and the rules and regulations promulgated thereunder, as amended from time to time (“HIPAA”). This license is limited to Your access and use only and You may access and use the portal from Your office or home PC(s) only. You specifically agree not to access uView from any other access point, including without limitation, cellular phones, hand held devices, DAs and laptops, public internet kiosks, or in any unprotected environments, such as airports and public libraries. You agree that You are using and will continue to use appropriate PC safeguards such as personal firewalls, Adware/Spyware protection, and up-to-date virus protection and access control (consisting of at least a user id and password) on Your PCs designed to protect the confidentiality, integrity and availability of the data accessible through uView. You represent and warrant that all information provided to UMMC in connection with these Terms, including in the process of registration for uView, is true, accurate, and complete. You are responsible for installing and maintaining all equipment and systems necessary to access uView and for paying all charges related thereto.

Every 45 days a designated site administrator from Your clinic is required to login to acknowledge all users that should have access to Your patients records. If the site administrator does not login, Your clinic and its users will no longer have use or access to uView. The site administrator is responsible for verifying all users are still employed and active at Your clinic.

SECURITY AND PASSWORDS

Access to uView is enabled only by usernames and passwords. Passwords must be a minimum of eight (8) characters in length, a combination of alphabetic (uppercase and lowercase), numerical, and special

characters, free of consecutive identical characters, and cannot include personally identifiable information such as names, telephone numbers or dates of birth.

You will choose Your username and password when registering for access and use. In addition, You will be required to change Your password every ninety (90) days thereafter. You shall maintain Your username and password in strict confidence. In no event shall You share Your username or password with any third party or allow another person, including another clinician or staff member in Your office, to access uView using Your username and password. You shall immediately notify UMMC if You have any reason to believe that Your username or password has been lost, compromised, or misused in any way. You are fully and solely responsible for any and all use of uView under Your username and password. UMMC reserves the right to revoke or deactivate Your username and password at any time. If a uView participating provider does not have a business or clinic-affiliated Email address, a unique and professional Email account must be provided to process a request. Acceptable standards are: firstname.lastname@domain.com, firstinitiallastname@domain.com, firsttwoinitialslastname@domain.com). Google, Yahoo, Outlook and BellSouth.net are examples of acceptable domains. Each individual seeking uView access is required to provide a unique Email address.

In addition, Provider agrees to install and use the UMMC-standard two-factor authentication method to access uView. This may require downloading and installing a free application to Provider's mobile device.

FOR USE FOR TREATMENT PURPOSES ONLY

You are hereby permitted access to uView only for Treatment, as such term is defined in the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164 (the "Privacy Rule"), of patients currently under Your care. You are strictly prohibited from accessing or using uView for any purpose other than for Treatment of patients currently under Your care. You shall promptly notify UMMC in the event that any of Your patients cease to be under Your care or requests that You no longer receive access to such patient's information via uView. You shall not in any circumstances access, use or disclose Protected Health Information (as defined in the Privacy Rule) of any patient other than those patients currently under Your care. You acknowledge and agree that Your use of uView is subject to audit at any time and without further notice to You.

USER REPRESENTATIONS AND WARRANTIES

You represent, warrant, and covenant that so long as You have access to and use uView that: (i) You are, and shall remain, duly licensed and registered, and in good standing under the laws of the state in which You practice, if applicable, and that said license and registration have not been suspended, revoked or restricted in any manner; (ii) You shall at all times render services to patients in a competent, professional and ethical manner, in accordance with prevailing standards of medical practice, and material compliance with all applicable statutes, regulations, rules, orders and directives of any all applicable governmental and regulatory bodies having competent jurisdiction; (iii) You have not been suspended or excluded from participating in Medicare, Medicaid, or other federal and state reimbursement programs; and (iv) You are not, and have not been, the subject of any federal or state governmental investigation or the subject of a corporate integrity agreement. You will notify UMMC in the event You are no longer in good standing to practice, said license and registration has been suspended, revoked or restricted in any manner, or are barred from any federal or state health care program.

NON-DISCLOSURE AND CONFIDENTIALITY

In using uView, You will have access to confidential information of UMMC and third parties ("Confidential Information") that may include (i) software, codes, technology, logic, techniques, formats, tools, designs,

concepts, methods, processes, ideas, functional specifications, technical materials and information, and related documentation; and (ii) individually identifiable health information and other personal information contained in the medical record as accessed through uView. So long as You access to and use uView and thereafter, You agree not to disclose any Confidential Information to any third party except as permitted by these Terms and Conditions and by applicable law. You agree to maintain and safeguard vigilantly the privacy and security of all Confidential Information. You shall implement and maintain appropriate administrative, physical, technical, and procedural safeguards to protect the confidentiality, integrity, and availability of electronic information, to protect against reasonably anticipated threats or hazards, and to prevent use or disclosure of Protected Health Information accessed through uView other than as permitted by this Agreement or required by law. Such safeguards shall comply with all applicable federal, state, and local requirements including those set forth under HIPAA, the Health Information Technology for Economic and Clinical Health Act of 2009, and the rules and regulations promulgated thereunder, as amended from time to time (“HITECH”), and with security measures and controls that may be required from time to time by UMMC. Without limiting the foregoing, You agree to undertake all reasonable measures to ensure the privacy and security of all Confidential Information including without limitation: (i) to use uView and the Confidential Information only as needed to perform Your responsibilities as a treating healthcare provider; (ii) not to access or use any Confidential Information that You have no explicit authorization to access or use; (iii) not to access uView or any Confidential Information for any other individual or any unauthorized third party; (iv) to restrict physical and system access to the equipment which contains Confidential Information or which gives uView access (such as by diligently locking and monitoring office premises and requiring password verification to gain access to desktop computers); and (v) implementing procedures to ensure no computer or terminal with live access to uView is left unattended at any time. You shall immediately notify (via telephone call to the UMMC Compliance Hotline at 877-310-0424), and cooperate fully with UMMC in the event You discover or suspect: (a) any unauthorized use of or access to uView; (b) any inappropriate use or disclosure of information contained in uView or obtained through use of uView; (c) the recognition or introduction of any virus or any malicious or destructive programs; (d) any Security Incident (as defined in the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR parts 160, 162 and 164) or (e) any Breach of Unsecured PHI (as defined in Subtitle D of HITECH at 42 U.S.C. §17921). In the event that a Security Incident or other breach occurs, You shall take affirmative steps to notify all affected parties of the breach, to cure the breach and prevent future breaches, and to mitigate the effects of the breach. All Breaches of Unsecured PHI shall be reported in accordance with the standards set forth under HITECH at 45 CFR 164.400, et seq. If in the opinion of UMMC, a breach has affected or may affect any other uView user or any individual whose Protected Health Information is accessible through uView, then UMMC, in its discretion, may notify such uView user or individual of the breach or may require You to immediately notify such uView user or individual of the breach.

SITE ADMINISTRATION

If You are a site administrator, You may request uView access for certain members of Your office staff who require such access in order for You to provide Treatment to patients currently under Your care. By making a request for access by a member of Your office staff: (i) You acknowledge and agree that You are sponsoring the access for such staff and will ensure that each member of the staff complies with these Terms and Conditions; and (ii) You represent and warrant to UMMC that such office staff member requires access to uView in order for You to provide Treatment to patients currently under Your care. You will notify UMMC in advance of Your termination of the employment (or other similar work relationship). A physician office and/or clinic is responsible to report any office staff member with use and access to uView and notify UMMC immediately upon the resignation of any office staff member so that UMMC may terminate uView access for such individual. If You are a site administrator, You may also request temporary access for another physician who is also an authorized user of uView in order to provide Treatment to patients currently under Your care during certain temporary situations where You or those You authorize

to use and access uView are unavailable (such as vacations and temporary leaves of absence). All requests for access remain subject to the written approval by UMMC in its sole and absolute discretion, registration of such user with uView, and acceptance of these Terms and Conditions by such user. You acknowledge and agree that You are and shall remain responsible and liable for the actions of any of Your users.

COMPLIANCE WITH LAWS

You shall comply in all material respects with all applicable Federal, state and local laws, rules, regulations, and The Joint Commission accreditation standards, including, without limitation, the standards for privacy of individually identifiable health information under HIPAA and HITECH.

INSURANCE

Providers shall obtain and maintain so long as You access and use uView such policies of general liability, errors and omissions, and professional liability insurance with reputable insurance companies as is carried in the usual course by similar businesses. Such insurance shall be in amounts no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate. Providers shall provide to UMMC, upon request, copies of the applicable policies, certificates or other evidence of such coverage. In addition, You shall provide UMMC written notice, no less than thirty (30) days prior to any cancellation or adverse material change in such insurance.

TEXT MESSAGES

By registering for uView and continued use, You consent to be legally bound to receive and/or obtain text messages regarding these Terms and Conditions and Your uView access. You agree to notify UMMC if the phone number(s) You provide is no longer a valid phone number to reach You via text message.

TERM; TERMINATION

UMMC may terminate these Terms and Conditions, use and access to uView at any time and for any reason. Upon termination, all licenses and access granted hereunder shall terminate and You shall cease use of uView. You or UMMC may suspend or terminate Your access to uView at any time, for any reason or for no reason at all. UMMC has the right to refuse to provide access to uView to any person, agency or organization, or to prohibit any person, agency or organization from using uView, at any time, for any reason or for no reason at all, in its sole discretion. UMMC reserves the right to change, suspend, or discontinue all or part of uView, temporarily or permanently, without prior notice. We reserve the right to delete or change any username or password at any time, for any reason or for no reason at all. You acknowledge and agree that all obligations relating to Confidential Information under these Terms and Conditions will continue so long as You use and access uView. You shall immediately notify UMMC at such time You cease to be associated with the medical practice You use to register for use and access to uView.

VIOLATION OF THESE TERMS AND CONDITIONS

You acknowledge that You shall be subject to discipline or other adverse action (which may include, without limitation, suspension or termination of UView access, or termination of staff privileges or appointment at any UMMC-affiliated institution, or reporting to any applicable licensing board) if You violate any provision of these Terms and Conditions. You acknowledge and agree that a violation of these Terms and Conditions by You will result in irreparable injury that will entitle UMMC to obtain a court order prohibiting You from using uView or any Confidential Information.

COPYRIGHT AND PROPRIETARY RIGHTS

You acknowledge and agree that uView and the Confidential Information is the property of UMMC or its licensors, and are protected by United States and international copyright law, trademark law, and trade secret law, as well as other state, federal and international laws and regulations. Except as expressly provided in these Terms and Conditions, UMMC does not grant any rights to You under any patents, copyrights, trademarks or trade secret information. Accordingly, unauthorized use of uView or the Confidential Information may violate patent laws, copyright laws, trademark laws, trade secret laws, laws pertaining to privacy and publicity rights or other laws or regulations. The copying, redistribution, use or publication by You of any part of uView or the Confidential Information is strictly prohibited. UMMC shall have the right to use and incorporate into uView any feedback and input provided by You, for any purpose, including the improvement of uView and other research, educational and patient care purposes.

As a condition of Your access and use of uView, You warrant to us that You will not use uView any purpose that is unlawful or prohibited by these Terms and Conditions. If You breach any of these Terms and Conditions, Your authorization to use uView automatically terminates and You must immediately destroy any downloaded or printed materials.

UMMC REPRESENTATIONS AND WARRANTIES

UMMC does not make any express or implied warranties, representations, or endorsements of any kind whatsoever (including without limitation, warranties of title or non-infringement, or any warranties or merchantability or fitness for a particular purpose) with regard to uView, or respect to any information, product, service, merchandise or other material provided on or through uView. UMMC does not warrant or guarantee the accuracy, completeness, correctness, timeliness or usefulness of any information, products, services, merchandise or other material provided through uView or on the internet generally. UMMC makes no warranty or guarantee that uView access will be uninterrupted, timely, secure, or error-free.

UMMC, and our content providers, cannot and do not guarantee or warrant against errors, omissions, delays, interruptions or losses, including loss of data. Users of uView are responsible for maintaining a means external to uView for their construction of any lost data.

LIMITATION OF LIABILITY; RELEASE; AND INDEMNITY

UMMC is not liable to any User or anyone else for any decision made or action taken based in reliance upon the information contained on or provided through uView. You agree that neither UMMC, nor our officers, directors, employees, agents, affiliates, parent or subsidiary corporations or organizations, or content providers, shall have any liability to You under any theory of liability or indemnity in connection with Your use of uView. The sole and exclusive remedy for dissatisfaction with uView will be to stop using uView.

You hereby release and forever waive any and all claims You may have against UMMC, and our officers, directors, employees, agents, affiliates, parent or subsidiary corporations or organizations, or content providers, and our and their successors and assigns (including but not limited to claims based upon negligence) for losses or damages You sustain in connection with Your use of uView.

You agree to indemnify and hold us, and our officers, directors, employees, agents, affiliates, parent or subsidiary corporations or organizations, and content providers, and our and their successors and assigns, harmless against any damages, losses, liabilities, judgments, costs or expenses (including reasonable attorneys' fees and costs) arising out of a claim by a third party relating to use of uView, or any breach or violation of these Terms and Conditions.

The provisions herein are for the benefit of UMMC and our officers, directors, employees, agents, affiliates, parent or subsidiary corporations or organizations, and content providers, and our and their successors and assigns. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against You on its own behalf.

CHOICE OF LAW AND VENUE

These Terms and Conditions are entered into in the State of Mississippi and shall be governed by and construed in accordance with the laws of the State of Mississippi, exclusive of its choice of law rules. Each party to these Terms and Conditions submits to the exclusive jurisdiction of the state and federal courts sitting in Jackson, Mississippi, and waives any jurisdictional, venue, or inconvenient forum objections to such courts. In the event that any of the Terms and Conditions are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Terms and Conditions shall otherwise remain in full force and effect.

By checking the box, You have affirmatively accepted these Terms and Conditions.