

## **TERMS APPLICABLE TO ALLSCRIPTS TOUCHWORKS AND PROFESSIONAL SOFTWARE**

These terms apply to the Touchworks or Professional Software outlined in the Client Order, Delivery Order and/or Amendment. In the event of a conflict between the terms outlined below and the Agreement, the Touchworks or Professional Software Terms shall control over the conflicting provisions of the Agreement. The Allscripts Touchworks/Professional Software shall be considered Allscripts Software and not Third Party Software (except for the Third Party Software components of the Allscripts Touchworks/Professional Software indicated in the associated Client Order).

a) **Billable Users.** This Section applies to any Authorized User (and associated user account) that is either a Provider or Mid-Level who has accessed or used any the Allscripts Touchworks/Professional Software at least twice during any ninety (90) day period (each of the foregoing, a "**Billable User**"). "**Provider**" means a physician or osteopath, excluding locums and other temporary providers and "**Mid-Level**" means a nurse practitioner, physician assistant, or any other health care professional providing revenue-generating patient encounters, except that Mid-Levels shall not include Providers. "**Full Time**" Provider is a Provider that is authorized by Client to engage in patient care activities for more than 20 hours a week. A "**Part Time**" Provider is a Provider that is authorized by Client to engage in patient care activities for less than 20 hours a week. Except as otherwise provided in the applicable Client Order, other Authorized Users are not subject to this Section. Each Billable User account may only be assigned to and used by one individual at any given time. Client shall ensure that the total number of Billable User accounts for each Allscripts Touchworks/Professional module does not, at any time, exceed the corresponding number then-authorized hereunder. The initial number of Billable User accounts authorized hereunder are specified in the applicable Client Order. Client may add additional authorized Billable User accounts by paying the applicable fees calculated at Allscripts' then-current rates (unless otherwise specified in the Client Order). Client may re-assign an authorized Billable User account from one Authorized User in a category (e.g., Provider or Mid-Level) to another Authorized User in the same category only.

b) **Provider and Mid-Level Provider User Ratios.** Each Allscripts Professional Provider or Mid-Level license includes access for four (4) non-Provider, non-Mid-Level Authorized Users. For clarification, Part-Time Provider and Part-Time Mid-Level licenses do not include any access for non-Provider, non-Mid-Level Authorized Users.

c) **Subscription Services.** This Section applies to all Electronic Data Interchange (EDI) or other subscription services obtained by Client hereunder, as specified in the applicable Client Order ("**Subscription Services**"). Allscripts is reliant on third party vendors in facilitating the provision of Subscription Services to Client hereunder ("**Subscription Vendors**"). Allscripts is not responsible for any activities engaged in by any Subscription Vendors (or any of their personnel) or any Allscripts Software errors or problems to the extent they are caused by any Subscription Services. All Subscription Services are provided on an "As Available" basis. Client shall accept and agree to and, as necessary, complete and execute with the applicable Subscription Vendor(s), in the time frame reasonably specified by Allscripts, any Subscription Vendor agreement designated by Allscripts as required for performance of the corresponding Subscription Services ("**Subscription Vendor Agreement**"). Allscripts shall not be responsible for any performance or non-performance under any Subscription Vendor Agreement. Any Subscription Services term shall automatically renew for additional, successive one (1) year terms unless either Party provides written notice of non-renewal at least ninety (90) days prior to the end of the applicable term.

d) **Communication.** Client acknowledges and expressly consents to Allscripts' use of an automatic telephone dialing system ("ATDS") to initiate calls, faxes or text messages to Client for any business purpose, including without limitation, confirming or updating information in this application, collections of accounts receivable, marketing of Allscripts products and services, confirming information related to patient care, status of product delivery and delivery address confirmation. Client's agreement to this communication provision is not a condition of purchasing any of Allscripts' goods or services.