## Logicoy EULA

- 1. Client requests that Allscripts transfer Client's electronic health information, including without limitation Client's patients' personally identifiable patient information and controlled substance prescription information (the "Data") from Client to Logicoy, Inc. ("Logicoy") for purposes of Prescription Drug Monitoring Program(s) ("PDMP" via API ("Transfer"). Client consents to and authorizes Allscripts sending and releasing the Data via the Transfer to Logicoy. For clarification, Allscripts performing its obligations pursuant to this Order are not a breach of confidentiality, business associate agreement or any other agreement between the parties.
- 2. Client shall comply with all applicable federal and state laws including without limitation those laws regarding the use and disclosure of patient information, controlled substance prescription information, and substance abuse treatment records. Client represents and warrants that it has received all necessary consents, authorizations, and permissions required from Client's patients to transfer the Data from Client to Logicoy and Client has the authority to instruct and permit Allscripts to send the Data to Logicoy. Client further agrees to indemnify and defend Allscripts and to hold Allscripts harmless from any problem or claim that may arise out of or relate to the Transfer of Data, including those problems or claims arising out of or related to Client's failures to obtain appropriate patient consents, authorizations, and/or permissions.
- 3. CLIENT AGREES THAT ALLSCRIPTS IS NOT LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR OTHER DAMAGES ARISING FROM OR RELATED TO ALLSCRIPTS TRANSFERRING DATA TO LOGICOY.