



iShare Medical
Provider Directory Data Sharing Agreement
Last Revised May 12, 2016

THIS PROVIDER DIRECTORY DATA SHARING AGREEMENT (the “**Agreement**”) is made and entered into by and between **iShare Medical, LLC** (“**iShare Medical**”), a Missouri limited liability company, and the person or entity who is identified pursuant to Section 2.1 hereof and agrees to the terms set forth herein by electronic signature (referred to herein as “**Subscriber**”).

WHEREAS, iShare Medical is a health information service provider (“**HISP**”) and is a DirectTrust Trust Anchor; and

WHEREAS, iShare Medical is accredited as a HISP by the Electronic Healthcare Network Accreditation Commission (“**EHNAC**”) through the Direct Trusted Agent Accreditation Program (“**DTAAP**”); and

WHEREAS, as a DirectTrust Trust Anchor, iShare Medical has access to data from multiple sources from which iShare Medical has created its own Direct Address directory (the “**iShare Medical Provider Directory**”); and

WHEREAS, iShare Medical has developed software that allows its customers and subscribers to query the iShare Medical Provider Directory and obtain Direct Addresses of providers and other persons; and

WHEREAS, Subscriber desires to enter into this Agreement to be authorized to query the iShare Medical Provider Directory and iShare Medical desires to provide such authorization and access to the iShare Medical Provider Directory through iShare Medical’s software in accordance with the terms and conditions specified herein.

NOW THEREFORE, in consideration of the recitals above and the terms and conditions more particularly set forth below, the parties do hereby agree as follows:

ARTICLE I
SERVICES

1.1 Querying Service. Subject to Article II below, iShare Medical shall provide to Subscriber software to allow Subscriber to query the iShare Medical Provider Directory (“**Query**”) and shall set up an account that Subscriber may use to Query the iShare Medical Provider Directory (the “**Account**”). Subscriber may Query using the iShare Medical Provider

Directory webservices application via the Internet using an Internet enabled device. Upon making a Query, Subscriber will receive a search result based upon the information provided by Subscriber. The information received in the Query shall not be stored or copied in the Subscriber's computer system or electronic health record system.

1.2 Use of Information Received from Queries. Subscriber shall only use the information received through a Query in order to (i) send direct messages to other providers, patients, third party insurers, business associates (as defined for purposes of the HIPAA Privacy Rule), or other third parties, as authorized by law; (ii) send direct text messages to other providers, patients, third party insurers, business associates (as defined for purposes of the HIPAA Privacy Rule), or other third parties, as authorized by law; or (iii) perform health information exchange functions, as authorized by law. Subscriber shall not use information received through a Query for any other reason without iShare Medical's prior written consent, which consent may be withheld at iShare Medical's sole discretion.

1.3 Restrictions on Downloading, Distributing and Using Information. Subscriber shall not download any information received through a Query. In addition, Subscriber shall not distribute to third parties, sell or re-sell any information received through a Query, including any Direct Addresses, nor shall Subscriber use such information for advertising, soliciting business, making or conducting surveys, sending spamming messages, distributing mass communications or influencing or attempting to influence for commercial purposes any diagnostic or treatment-related decisions. The restrictions in this Section 1.3 are not intended to be an exclusive list of prohibited actions with regard to the use or disclosure of information received by Subscriber through a Query and Subscriber shall at all times abide by the permissible use provisions set forth in Section 1.2 hereof.

1.4 Deactivation of Subscriber Account. If Subscriber violates the restrictions related to the use of information received by Subscriber through a Query set forth in Section 1.2 or 1.3 or if Subscriber otherwise breaches this Agreement or violates applicable law or regulations, iShare Medical may immediately deactivate Subscriber's Account and terminate this Agreement.

ARTICLE II OBLIGATIONS OF SUBSCRIBER

2.1 Providing Information. As a condition of having access to the iShare Medical Provider Directory for Queries via an Account, Subscriber shall provide the following information to iShare Medical: (i) the legal name of the Subscriber; (ii) the full name (i.e., first name, last name and any suffix) of each individual that will have access to the Account on Subscriber's behalf; (iii) mailing address; (iv) telephone number; and (v) credit card information.

2.2 Payment. Subscriber shall pay iShare Medical for the services provided hereunder in accordance with Section 4.1 hereof. In order to make such payments and as a condition of having access to the iShare Medical Provider Directory for Queries, Subscriber shall provide credit card information to iShare Medical in a form and format designated by iShare Medical. iShare Medical shall automatically charge the credit card information provided by Subscriber to set up an automated payment mechanism for Subscriber to make payments under Section 4.1 to iShare Medical.

ARTICLE III TERM AND TERMINATION

3.1 Term. The Agreement term shall be for one (1) year (the “**Initial Term**”) commencing on the Effective Date subject to earlier termination of this Agreement pursuant to Section 1.4 and Section 3.2 hereof. Following the Initial Term, this Agreement shall automatically renew for successive one (1) year renewal terms (each a “**Renewal Term**”) unless either party gives written notice to the other party at least ninety (90) days prior to the expiration of the Initial Term or the then current Renewal Term of such party’s intention not to renew. The Initial Term and any Renewal Term(s) are referred to collectively as the “**Term.**” The duration of each of the Initial Term, the Renewal Term, and the Term is subject to earlier termination of this Agreement pursuant to Section 1.4 and Section 3.2 hereof.

3.2 Termination.

3.2.1. Either party may terminate this Agreement for cause in the event of a material breach by the other party. In such case, the terminating party must give written notice to the other party specifying in reasonable detail the claimed breach. The other party shall have thirty (30) days following receipt of such notice in which to cure the breach. If the claimed breach is not so cured within such period, the non-breaching party shall have the right, but not the obligation, to immediately terminate this Agreement.

3.2.2. Notwithstanding the provisions of Section 3.2.1 or any other provision hereof, iShare Medical may terminate this Agreement immediately if any other third party that owns or licenses databases from which iShare Medical obtains necessary information for the iShare Medical Provider Directory no longer allows iShare Medical access to the necessary information to allow iShare Medical to provide the services hereunder.

3.2.3. Notwithstanding the provisions of Sections 3.2.1 and 3.2.2, iShare Medical may terminate this Agreement as provided in Section 1.4 hereof.

ARTICLE IV COMPENSATION

4.1 Compensation for Services. In exchange for the services described herein, Subscriber shall pay iShare Medical the fees set forth on **Exhibit A** hereto (the “**Fees**”). iShare Medical shall automatically charge Subscriber’s credit card on the first day of each month during the Term for the amount of Fees owed by Subscriber for the previous month plus the monthly base Fee charge for the applicable month in which the charge is made. If there is any issue with the use of Subscriber’s credit card such that the charge by iShare Medical is denied or declined, Subscriber will be considered in material breach hereof and iShare Medical may, at its option and in addition to all other remedies available to iShare Medical hereunder and under the law, including termination of this Agreement, deactivate Subscriber’s Account until such time as payment is made in full or a payment arrangement has been mutually agreed upon by both parties.

**ARTICLE V
INDEPENDENT CONTRACTOR**

5.1 Independent Contractor Status. The relationship of the parties hereunder is solely that of independent contractors. Nothing herein is intended to, nor shall it be construed to, make either party the employee, agent or servant of the other for any purpose whatsoever.

**ARTICLE VI
INDEMNIFICATION/LIMITATION OF LIABILITY**

6.1 Indemnification. Subscriber shall defend iShare Medical and its officers, directors, managers, members, employees and representatives against all claims and damages and indemnify iShare Medical and its officers, directors, managers, members, employees and representatives for all claims, damages and costs, including expenses and reasonable attorneys' fees, to the extent arising out of its use or disclosure of information received through a Query hereunder.

6.2 Limitation of Liability. iShare Medical is not responsible for or liable for (i) any inaccuracies of data or other information that are provided by third parties to iShare Medical for inclusion in the iShare Medical Provider Directory or (ii) any errors (e.g., typographical mistakes) by the Subscriber in its Queries. Further, in no event will iShare Medical be liable for any special, indirect, incidental or consequential damages in connection with or related to the services provided hereunder. Liability of iShare Medical for claims related to this Agreement, whether in contract, tort or otherwise, will not exceed the Fees paid by the Subscriber for the services to which the claims relate.

**ARTICLE VII
NOTICE**

7.1 Notices. All notices required or permitted to be given under the terms of this Agreement shall be in writing, and shall be effective upon delivery if delivered to the addressee in person, effective three (3) business days after mailing if mailed by certified mail, postage prepaid, return receipt requested, or effective the next business day if delivered by overnight courier with charges prepaid, as follows:

If to iShare Medical: iShare Medical, LLC

3150 Mercier, Suite 608A
Kansas City, Missouri 64111
Attn: Linda Van Horn, MBA

If to Subscriber: Individual and address identified by Subscriber as specified in Section 2.1

ARTICLE VIII CONFIDENTIAL INFORMATION/INTELLECTUAL PROPERTY

8.1 Confidential Information. All business, proprietary, financial, legal, and personal information disclosed by iShare Medical, either intentionally or unintentionally, to Subscriber in connection with this Agreement shall be held in strict confidence and shall not be disclosed by Subscriber without the prior written consent of iShare Medical. Subscriber shall not use any information gained as a result of this Agreement to the competitive disadvantage or in any other way detrimental to iShare Medical. Subscriber shall not, during or after the Term, disclose such confidential and proprietary information of iShare Medical, or trade secrets of iShare Medical, to any other firm, person, corporation, association or other entity for any reason or purpose whatsoever, or use such information for Subscriber's own benefit, without the prior written consent of iShare Medical, unless otherwise required to disclose such by law, in which case Subscriber shall immediately notify iShare Medical thereof. This Section shall survive the expiration or termination of this Agreement for any reason.

8.2 Names, Logos, Marks. Neither party shall use the name, logos, or marks of the other party without such party's prior written consent, except that iShare Medical may use Subscriber's name, logos, or marks to identify it as a user of iShare Medical's services. This Section shall survive the expiration or termination of this Agreement for any reason.

8.3 Intellectual Property. Each party shall retain all right, title and interest in all of its own Intellectual Property and all elements and derivative works thereof, whether or not developed in conjunction with the other party, and whether or not protected or protectable. Notwithstanding the foregoing, the parties agree that iShare Medical shall own any new Intellectual Property that it develops pursuant to this Agreement, whether such development is at the request of Subscriber or otherwise. For purposes hereof, "Intellectual Property" means (a) copyrights, (b) issued patents and patentable inventions, processes, methodologies, and procedures, (c) trade secrets and know-how, (d) trademarks or service marks, (e) moral rights, and (f) applications for registration or protection of any of the foregoing. This Section shall survive the expiration or termination of this Agreement for any reason.

ARTICLE IX MISCELLANEOUS

9.1 Recitals. The recitals are true and correct and are incorporated herein in their entirety.

9.2 Dispute Resolution. The parties agree to make all reasonable efforts to resolve any and all disputes between them in connection with this Agreement in an amicable manner.

9.3 Assignments. Neither party may assign its rights or duties hereunder without the prior written consent of the other party; provided, however, that iShare Medical, at its discretion, may use one or more vendors or contractors to fulfill its obligations hereunder.

9.4 Publicity. In accordance with Section 8.2 above, iShare Medical may use Subscriber's name in press releases, product brochures, financial reports, and other marketing materials indicating that Subscriber is a customer of iShare Medical.

9.5 Force Majeure. Failure of iShare Medical to perform its obligations under this Agreement will not subject iShare Medical to any liability to Subscriber if such failure is caused by acts of God, legal restrictions, transportation conditions, materials shortages, supplier delays, riot, sabotage, communication losses or interruptions, embargo, strikes or any other cause beyond the reasonable control of iShare Medical. Such an occurrence or interruption shall not constitute a breach of this Agreement or vest in Subscriber any right of damage, cancellation or rescission. iShare Medical will resume the performance of its obligations as soon as practicable after the force majeure event has ceased.

9.6 Entire Agreement. This Agreement supersedes all previous contracts, proposals, or agreements between the parties with respect to the same subject matter and constitutes the entire Agreement between the parties hereto.

9.7 Governing Law. This Agreement shall be construed and governed by the laws of the State of Missouri. Any action or claim arising from, under or pursuant to this Agreement shall be brought in the courts, state or federal, within Kansas City, Missouri, and the parties expressly waive the right to bring any legal action or claims in any other courts. The parties to this Agreement hereby consent to venue in any state or federal court within Kansas City, Missouri for all purposes in connection with any action or proceeding commenced between the parties hereto in connection with or arising from this Agreement.

9.8 Severability. In the event that any provision hereof is found invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable according to its terms.

9.9 Amendments. This Agreement may be amended only by an instrument in writing signed by the parties hereto.

9.10 Changes in Law or Interpretation of Law. The parties recognize that this Agreement at all times is subject to applicable federal, state and local laws. The parties further recognize that this Agreement shall be subject to amendments in and changing interpretations of such laws and regulations and to possible new legislation as well. Should any provision of law (including existing law) invalidate, or otherwise be inconsistent with, the terms of this Agreement or cause one or both of the parties to be in violation of a material law, the parties shall exercise their best efforts to negotiate an amendment to this Agreement so as to comply with such law, while maintaining the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of law. If a party reasonably requests an amendment to this Agreement pursuant to this Section and such amendment is not negotiated within thirty (30) days, or sooner if required by law, following notice of one party to the other that the Agreement or any portion thereof is invalid or inconsistent with applicable law, the party requesting the amendment may terminate this Agreement.

EXHIBIT A

Fees

- A. Subscriber shall pay a monthly base fee and a monthly fee per Query, if the amount of Queries exceeds a certain number in a calendar month, as set forth on the Pricing & Contact Info page of the Register for iShare Medical Directory process.
- B. Subscriber shall select one of the “tiers” for pricing purposes on the Select Plan & Make Payment page of the Register for iShare Medical Directory process. This tier sets the monthly base price and the pricing per query, as detailed on the Pricing & Contact Info page of the Register for iShare Medical Directory process.

Subscriber shall select a “tier” by checking the corresponding box on the Pricing & Contact Info page of the Register for iShare Medical Directory process.
- C. The pricing per tier is as set forth on the Pricing & Contact Info page of the Register for iShare Medical Directory process. Each Tier has an included number of queries in the base, a base price and an overage price per query after exceeding the base price.
- D. Subscriber may select a new “tier” for pricing upon the written approval of iShare Medical or upon the commencement of any Renewal Term. Such new “tier” shall be memorialized in writing between the parties.
- E. Any change in the pricing by iShare Medical may be made only at the beginning of a Renewal Term and shall be provided in writing in advance to the Subscriber at least one hundred twenty (120) days prior to the commencement of a Renewal Term in which the pricing change will occur.
- F. The number of queries included in the base price is the maximum number of queries that the Subscriber may make in a calendar month under the base price. Once the Subscriber exceeds the number of queries included in the base price in a calendar month, the Subscriber shall pay the “per query” cost outlined on the Pricing & Contact Info page of the Register for iShare Medical Directory process for the excess queries in that calendar month. By way of example, if Subscriber selects a Tier that has 500 Queries for \$225 per month plus \$0.45 (45 cents) per Query if the number of Queries exceed 500 Queries. In a given calendar month the Subscriber conducts 600 Queries, the Subscriber would pay the \$225.00 monthly Base Price for that month and \$45.00 for the 100 excess Queries in that month.

The information set forth in this Exhibit only applies to iShare Medical. These practices do not apply to any other organizations, links, web sites, programs, or applications that may be available through iShare Medical or its service providers. Always read the policies of any company, web site, application, or service where you provide your personal information.

Customer Service Contact Information:

If you have any questions about iShare Medical Data Sharing Agreement, you can contact iShare Medical by telephone at (816) 249-2555 or by U.S. mail at the address below:

iShare Medical
3150 Mercier, Suite 608A
Kansas City, Missouri 64111

Phone: (816) 249-2555

Website:
www.iShareMedical.com

Email for Customer Support:
CustomerService@iShareMedical.com

Email for Technical Support:
TechSupport@iShareMedical.com

Email for Inquiries:
Info@iShareMedical.com

61445172.4

An authorized officer of iShare Medical LLC shall be deemed to have executed this Agreement on its behalf upon Subscriber's completion of all Subscriber Registration requirements. You acknowledge, by clicking below and accepting this Agreement, that you agree to all of the terms of this Agreement. You further acknowledge that the parties hereto have fully executed this Agreement as of the day and year that you have both completed all Subscriber Registration steps and have agreed to abide by the terms of the Agreement by clicking below (the "Effective Date").

I have read and hereby agree to abide by the terms of this iShare Medical Provider Directory Data Sharing Agreement.