

Allscripts Central Terms of Use

These Terms of Use, together with the guidelines, statements and policies referenced herein (“**TOU**”), govern your access to and use of the Allscripts Central (“**Site**”), any information, text, graphics, or other materials or services appearing on or linked to or from the Site (“**Content**”), and any services provided by ALLSCRIPTS HEALTHCARE SOLUTIONS, INC. AND ITS SUBSIDIARIES AND CONTROLLED AFFILIATES (collectively, “**Allscripts**,” “**We**,” “**Us**,” or “**Our**”), through the Site (“**Services**”). By accessing or using this Site, Content, or Services (collectively, “**Allscripts Central**”), or checking the box in registration “I agree to these terms and conditions,” you, on your own behalf and on behalf of the organization with which you are associated (“**Your Organization**,” and collectively with you, “**You**” or “**Your**”), are indicating Your review and understanding of, and agreement with Allscripts to be bound to, these TOU. If You do not agree to these TOU (and the rules and guidelines posted on Allscripts-branded web sites), do not use or otherwise access Allscripts Central.

General Information.

Allscripts Central is a single, central login page where Authorized Users (as defined below) may access Allscripts’ Client Support Portal, Community Forums, Client Connect, and Learning Center (collectively “Applications”). These Applications serve support, training, and client messaging purposes. Any reference hereinafter to Allscripts Central includes these Applications.

Authorized Users.

You are permitted to use Allscripts Central only if and for so long as Your Organization remains an Allscripts customer of software or software support services (“**Allscripts Client**”) pursuant to a written agreement with Us (“**Allscripts Client Agreement**”), or an authorized certified partner, developer, or other business partner (“**Allscripts Business Partner**”) pursuant to a written agreement with Us (“**Allscripts Business Partner Agreement**”), and You, as an individual, are authorized to use Allscripts software pursuant to the terms of an Allscripts Client Agreement or Allscripts Business Partner Agreement (each individual so authorized, an “**Authorized User**”). You represent and warrant to Allscripts that You are not and do not work for a competitor of Allscripts. You may use Allscripts Central only for purposes relevant to Allscripts software offerings and services and related healthcare industry workflow and business issues. You agree to notify Allscripts of any change in Your relationship with Your Organization. If Your Organization ceases to be an Allscripts Client or an Allscripts Business Partner or You cease to be an Authorized User, and Your rights to access and use Allscripts Central or any Services made available over Allscripts Central will immediately cease.

Registration and Password.

In order to access and use Allscripts Central, You represent and warrant that You are at least eighteen (18) years old and have the legal capacity to enter into these TOU. You will be required to provide information about yourself (such as Your name, Your Organization, and work contact details) and select a password as part of the registration process. You will be limited to a single online persona and agree that You will not register or post under multiple IDs. You further agree to provide Allscripts with the requested information and will promptly update such information as necessary to ensure it remains accurate, complete and up to date. Users may not use a name already being used by another person, which belongs to (or impersonates) someone else, which violates the intellectual property or other rights of any person (including but not limited to trademark rights), is offensive, or that Allscripts rejects for any other reason in its sole discretion. Allscripts may terminate Your account if You do not comply, or if You do not provide and retain an accurate, complete and updated profile. You are responsible for maintaining the confidentiality of Your username and password and You will not share it with anyone or permit any third party to access or use Allscripts Central using Your username and password. You acknowledge and agree that Allscripts has no responsibility for verifying the identity of anyone using Your username and password, and Allscripts may provide access to Your account to anyone using Your username and password. You will not use any account other than the account approved for use during Your registration whether or not You have the permission of the account holder, and accept sole responsibility for monitoring all activities under Your account and assume full responsibility for any third party use of Your account, username and password and access to and use of Allscripts Central (unless such activities result from a security breach for which Allscripts is responsible). If You become aware of any unauthorized use of Your username, password or Your account, You agree to notify Allscripts immediately at the email address or phone number provided for notice in these TOU.

Privacy Statement.

Allscripts respects the privacy of others. These TOU incorporate the terms of the Allscripts Central Privacy [Allscripts Privacy Policy](#), which provides details of Our approach to privacy and how We collect, use, and protect Personal Information or Personal Data. In addition to those restrictions set forth in these TOU on Restricted Content, You are discouraged from posting personally identifiable information or Personal Data on Allscripts Central as such information is not protected and can easily be obtained and used by others.

Intellectual Property.

Allscripts respects the intellectual property rights of others and expects You to do the same. You agree not to publish, post, or otherwise distribute any material that is protected by copyright, trademark, or other proprietary right without the express permission of the owner(s) of said copyright, trademark, or other proprietary right. You acknowledge that Allscripts will in its sole discretion terminate the account of any user who uses the Site or the Services to infringe the intellectual property rights of others.

Conduct; Compliance with Laws and TOU

You agree to use Allscripts Central only for purposes that are permitted by these TOU and any Other Agreement You have with Us as an Allscripts Client or Allscripts Business Partner, and only in the course of Your work for Us or Your Organization in accordance with an applicable Allscripts Client Agreement or Allscripts Business Partner Agreement. You may post reviews, comments, and other content, and submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties, inappropriate or objectionable and does not consist of or contain political campaigning, commercial solicitation, chain letters, mass mailings, or any form of “spam.” You may not use or disclose protected health information or Personal Data through Allscripts Central. Allscripts reserves the right (but not the obligation) to remove or edit such content but does not regularly review posted content. Unless expressly permitted otherwise by Us in the TOU, Your Allscripts Master Services or License Agreement or otherwise in an express writing in advance from Us to You, You may not (a) engage in any commercial solicitations (including sales and recruitment activities) using any information or other items from Allscripts Central; (b) reverse engineer, modify, reproduce, republish, or prepare derivative works based on, distribute, sell, transfer, publicly display, publicly perform, or transmit, in connection with Your use of, or any content or information obtained from, Allscripts Central; (c) disguise the origin of information transmitted through Allscripts Central; (d) place false or misleading information on Allscripts Central ; (e) input or upload to Allscripts Central any information which contains malware, ransomware, viruses, Trojan horses, worms, time bombs or other computer programming routines that are intended to damage, interfere with, intercept or expropriate any Content, information or Allscripts Central or that infringes the intellectual property rights of another; or (f) use or access Allscripts Central in any way that, in Allscripts’ sole discretion, adversely affects the performance or function of Allscripts Central or interferes with the ability of other Authorized Users to access Allscripts Central. You agree to comply with all applicable laws, these TOU, and Your Organization’s applicable usage guidelines (to the extent such guidelines do not conflict with these TOU).

In addition, You may not: use the service in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries); use the service for the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise; use the service to transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter”, “spam” or any other similar solicitation; impersonate or attempt to impersonate Allscripts, an Allscripts employee, another user or any other person or entity, including by utilizing another user’s identification, password, account name or persona without authorization from that user; use the service in any manner that could disrupt, disable, overburden, damage, or impair the service for you or others (including the ability to send timely notifications through the Service), via various means including overloading, “flooding,” “mailbombing,” “denial of service” attacks, or “crashing”; use any manual process to monitor or copy any of the material made available through the service or for any other unauthorized purpose without our prior written consent; attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the service, the server on which the service is stored, or any server, computer or database connected to the service; attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures; take any action in order to obtain services to which not entitled; attempt any action designed to circumvent or alter any method of measuring or billing for utilization of the service; otherwise attempt to interfere with

the proper working of the service; shall not use any personal password or commonly used password that is used for other services, applications, software, or systems; shall not use a password that has been compromised; and shall not re-use a previously used password

Feedback/Uploading and Sharing of Information.

By submitting any Feedback to Us through the Site, You represent and warrant that such submission is accurate to the best of Your knowledge, NOT confidential to You or any third party, and that You have the unqualified rights to disclose such Feedback without violation of any contractual restrictions or other third party rights. We may, in Our sole discretion, use (or not use) any Feedback in connection with Our development plans or for any other purpose. We shall exclusively own all Feedback and You hereby irrevocably assign such Feedback to Us. If You provide Us any business, product, or services ideas (including those related to new, improved, or enhanced software applications), You agree that We have no obligation to review or consider such information or keep it confidential, and for no additional consideration, We have an unlimited right to copy, distribute, or otherwise use all such information and You hereby waive any and all associated moral rights (or the like).

You will not upload or share information in violation of (a) applicable laws, including but not limited to state and federal requirements pertaining to patient privacy and Protected Health Information (“PHI”) as set forth in the Health Insurance Portability and Accountability Act (“HIPAA”) or Personal Data or Personal Information as set forth in applicable privacy, security, or consumer protection laws, regulations, guidance, or directives; or (b) any applicable licenses of Your Organization, Allscripts and/or third parties. Specifically, You may not upload or share any information or data incorporating or listing any PHI, or confidential, proprietary, or licensed content, software or other information of Your Organization, Allscripts or any third party which You have obtained which is subject to restrictions on sharing or use by others (individually and collectively “Restricted Content”). **Without limitation, You may not post or share screenshots or other information or data incorporating Product Roadmaps or Restricted Content related to a third party and/or competitor of Allscripts including without limitation, Aprima Medical Software (formerly iMedica Corporation), athenahealth Inc., Cerner Corporation, Dell Perot Systems, eClinicalWorks Inc., eDischarge, Emdeon Business Services LLC, Epic Systems Corporation, GE Healthcare, General Electric Company, IBM Corporation, Maxsys Ltd., McKesson Corporation, Med Host, Medical Information Technology, Inc., Meditech, Midas+, NextGen Healthcare, Inc., Picis, Provider Link, Quality Systems, Inc., Sage Software, Inc., Siemens AG Computer Sciences Corporation, The Trizetto Group, Inc., Mindshift Wellsoft Corporation, Patient Ping, CPMRC, ExitCare, IMO, Knowledge-Based Charting (“KBC”), Lexi•Comp, MULTUM, Wolters Kluwer Health and ProVation, or Zynx Health, unless You are authorized to do so in an express writing in advance from Us or from the applicable third party.**

Downloading and Using Information.

You may access Allscripts Central only to the extent You are validly authorized to do so by Allscripts. You may not download, obtain, print, or use (collectively, “Use”) any Restricted Content or other information which You do not have a license or other right to Use pursuant to Your Client Agreement or Allscripts Business Partner Agreement. **Without limitation, You may not Use other users’ information, screenshots or other information or data incorporating Feedback, Product Roadmaps or Restricted Content related to a third party and/or competitor of Allscripts, including without limitation, Aprima Medical Software (formerly iMedica Corporation), athenahealth Inc., Cerner Corporation, Dell Perot Systems, eClinicalWorks Inc., eDischarge, Emdeon Business Services LLC, Epic Systems Corporation, GE Healthcare, General Electric Company, IBM Corporation, Maxsys Ltd., McKesson Corporation, Med Host, Medical Information Technology, Inc., Meditech, Midas+, NextGen Healthcare, Inc., Picis, Provider Link, Quality Systems, Inc., Sage Software, Inc., Siemens AG Computer Sciences Corporation, The Trizetto Group, Inc., Mindshift Wellsoft Corporation, Patient Ping, CPMRC, ExitCare, IMO, KBC, Lexi•Comp, MULTUM, Wolters Kluwer Health and ProVation, or Zynx Health, unless You are authorized to do so in an express writing in advance from Us.**

You agree that Your use of Allscripts Central is at Your own risk and that any content or information You obtain from the Site is on an “As Is” basis, without any representations or warranties by Allscripts, any Allscripts Client, any Allscripts Business Partner, or any other third party.

We do not allow You to deep link to Allscripts Central; extract, monitor or copy the Site or any information and/or data contained therein through the use of a crawler, spider, bot, or other automated technology, device, process, means to access the service; or frame or utilize framing techniques to enclose any portion or aspect of information from Allscripts Central. If You are in doubt regarding what You may and may not do on Allscripts Central, contact us at 1-800-877-5678, option 1, option 1 and then option 6.

You agree that any breach of these TOU will cause substantial and irreparable injury and in the event of any such breach, in addition to any other available remedies, Allscripts shall have the right to specific performance and other injunctive and equitable relief without the necessity of proving damages, or posting any bond or other security.

Confidentiality and Use.

The information and documents contained in or accessible through Allscripts Central, including but not limited to Site Content, Feedback and Product Roadmaps (“**Allscripts Materials**”) contain valuable, confidential information and trade secrets of Allscripts (and/or Allscripts Clients or Allscripts Business Partners). You must keep all Allscripts Materials and Your username and password in strict confidence in perpetuity and shall not use it for any purpose other than Your own internal use. You will use at least the same degree of care as You employ with respect to Your own confidential information or trade secret information (if applicable), but in no event less than reasonable care, and will take all necessary steps to prevent the Allscripts Materials or the nature or substance thereof from becoming available to others outside of Your Organization, or becoming public knowledge. You may only share Allscripts Materials with others in Your Organization who need to know such information and are under a written obligation of confidentiality with respect to the Allscripts Materials to Your Organization. If You obtain information on Product Roadmaps, You may not use such information for any purpose other than Your internal review and provision of Feedback to Allscripts, or Your performance pursuant to an Allscripts Business Partner Agreement. You shall not download (or otherwise save), print (screen print or otherwise), copy, or modify any portion of any information regarding Product Roadmaps. You shall ensure that others in Your Organization that obtain Product Roadmaps comply with the TOU. The foregoing confidentiality restrictions do not apply to Allscripts Materials that have entered the public domain other than as a result of a disclosure by You or Your Organization in violation of these TOU.

Development Plans Subject To Change.

Allscripts' Product Roadmaps and software development planning, commitments and efforts are scheduled, prioritized, and modified according to a variety of factors (including, for example, Allscripts' perceptions of market trends and client needs and desires, regulatory requirements, feasibility, and resource availability). These factors may change from time to time and, accordingly, Allscripts fully reserves the right to cancel or change any development plans or Allscripts Materials, with or without notice, and makes no commitments regarding future software features, functionality, or other enhancements or changes. No information provided by any representative of Allscripts shall create any such commitment or otherwise modify this TOU. You understand that any generally available version of any Allscripts software may perform differently and/or have different features and functionalities from any software described or referenced in the Site. Given the foregoing, **You should not rely on any Product Roadmaps or Allscripts Materials in making any software license purchase or other procurement decisions.**

License Grant

You hereby grant Us and Our designees a non-exclusive, irrevocable, perpetual, unlimited, assignable, sublicensable, fully paid-up and royalty-free worldwide license and right to copy, prepare derivative works of, improve, distribute, transmit, publish, remove, retain, add, alter, combine with other works, translate, record, rerecord, rewrite, use, exploit and commercialize, in any way now known or in the future discovered, anything that You submit to Allscripts Central (and, except as provided in an applicable Allscripts Client Agreement or Allscripts Business Partner Agreement, anything you otherwise submit to Allscripts), in whole or in part, without need for any payment, notice or permission to or from You or any third party. Notwithstanding the foregoing, You hereby agree to irrevocably assign and hereby assign to Allscripts, for no additional consideration, any and all right, title, and interest in and to anything You submit to Allscripts Central (and, except as provided in an applicable Allscripts Client Agreement or Allscripts Business Partner Agreement, anything you otherwise submit to Allscripts) that is used by or on behalf of Allscripts in the development of new or modified products or services, with

such assignment taking effect automatically upon such use. You agree that the relationship between You and Allscripts in regard to Your participation in Allscripts Central is not a confidential, fiduciary, or other special relationship. We shall have the right, but not the obligation, to use Your name, likeness, biography and other information about You in connection with any use of what You submit. By making a submission, You acknowledge and agree that Allscripts and Our designees may create identical or similar submissions on Our own or with others (or obtain submissions that may be identical or similar to Your submissions) and You hereby waive any and all claims You may have had, have and/or have in the future that such submission may be similar to Your submissions.

Indemnity.

You agree on Your own behalf and on behalf of Your Organization to indemnify, defend and hold Allscripts and Our officers, directors, employees, subcontractors, and agents from and against any claims, liabilities, damages, losses and costs (including, but not limited to, reasonable attorneys', experts, and accounting fees) related to claims, charges or investigations arising out of or in any way connected with Your access to and/or use of Allscripts Central, or Your violation of these TOU or incorporated policies, including, without limitation, Your submission or transmission of, or linking to, content that violates third party rights or applicable laws, regulations, guidance, directives, or orders.

U.S. Export Controls.

You represent that You are not located in, under the control of, or a national or resident of or otherwise accessing this website from Cuba, Iraq, Libya, North Korea, Iran, Syria, or any country to which the U.S. has embargoed goods.

Proprietary Rights.

On the condition that You comply with all of Your obligations under these TOU (and with the exception of certain Content made available only to specific Authorized Users), We grant You a non-exclusive, revocable, non-assignable, non-sublicensable, royalty-free (except where We state otherwise, and You agree, that charges apply) right to view, print, and post Content to Allscripts Central through a web browser. We grant You no other rights, implied or otherwise. Allscripts Central is protected by copyright, trademark and other laws of the United States and foreign countries. You acknowledge and agree that, as between the parties, Allscripts owns all legal right, title and interest in and to the technology used to provide Allscripts Central, including any intellectual property rights which subsist in Allscripts Central.

Undertakings and Reservations.

Allscripts reserves the right to investigate and prosecute violations of any of these TOU to the fullest extent of the law. Allscripts may involve and cooperate with law enforcement authorities in prosecuting users who violate these TOU. You acknowledge that Allscripts has no obligation to prescreen, review, flag, filter, or monitor Your access and/or use of the Site, Content, or Services, but has the right to do so for the purpose of operating Allscripts Central and ensuring Your compliance with these TOU, or to comply with applicable law or the order or requirement of a court, administrative agency, or other government body. You hereby agree that Allscripts may, in the exercise of its sole discretion, remove or delete any or all Content or portions thereof that violate these TOU or are otherwise objectionable to Us in Our sole discretion.

In the event Allscripts designates employees ("**Employees**") or others to act as moderators and administrators for Allscripts Central ("**Moderators**"), these Employees and Moderators are the only representatives of Allscripts authorized to manage the Site. Any Allscripts employees who are not designated as Moderators or Employees are not authorized to represent themselves on Allscripts Central as Allscripts employees. Authorized Allscripts Employees are distinguished by the Rank of "Employee" and/or an official Allscripts logo as a Avatar. Allscripts is not responsible for Content provided by any Allscripts employee who is not designated as a Moderator or an Employee. The agents and employees of Allscripts (including Employees and Moderators) are not authorized to make modifications to these TOU, or to make any additional representations, commitments, or warranties binding on Allscripts.

Disclaimer of Warranties.

ALLSCRIPTS MAKES NO REPRESENTATION OR WARRANTY (A) THAT YOUR USE OF ALLSCRIPTS CENTRAL WILL MEET YOUR REQUIREMENTS; (B) THAT YOUR USE OF ALLSCRIPTS CENTRAL WILL BE UNINTERRUPTED, SAFE, SECURE OR ERROR FREE; OR (C) ABOUT THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS, SECURITY, RELIABILITY OR SUITABILITY OF, OR THE RESULTS OF THE USE OF, THE CONTENT, INFORMATION OR MATERIALS DOWNLOADED, LINKED TO, OR OTHERWISE OBTAINED THROUGH ALLSCRIPTS CENTRAL. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF ALLSCRIPTS CENTRAL IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL OR USE OF ALLSCRIPTS CENTRAL. NOTHING ON THIS SITE IS INTENDED AS, NOR SHALL BE CONSTRUED AS, MEDICAL ADVICE. DO NOT RELY ON ALLSCRIPTS CENTRAL OR ANY INFORMATION WE OR OTHER USERS MAY PROVIDE. NO ADVICE OR INFORMATION OBTAINED THROUGH ALLSCRIPTS CENTRAL SHALL CREATE ANY WARRANTY ON BEHALF OF ALLSCRIPTS. WE PROVIDE ALLSCRIPTS CENTRAL AND ALL INFORMATION "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS WITH REGARD TO THE CONTENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. YOU AGREE THAT YOUR ACCESS AND/OR USE OF ALLSCRIPTS CENTRAL IS AT YOUR SOLE RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM ANY INFORMATION, MATERIALS OR CONTENT DOWNLOADED, LINKED TO, OR OTHERWISE OBTAINED THROUGH THE USE OF ALLSCRIPTS CENTRAL. IF YOU ARE DISSATISFIED OR HARMED BY ALLSCRIPTS CENTRAL OR ANY INFORMATION PROVIDED THEREIN, YOU MAY STOP USING ALLSCRIPTS CENTRAL AND TERMINATE YOUR ACCOUNT. SUCH TERMINATION SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY.

Limitation of Liability.

IN NO EVENT SHALL ALLSCRIPTS OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING ALLSCRIPTS CENTRAL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, RESULTING FROM YOUR ACCESS TO AND/OR USE OF, OR INABILITY TO ACCESS AND/OR USE, ALLSCRIPTS CENTRAL, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, DATA, OR PROFITS ARISING OUT OF OR RELATING TO THE USE OF ALLSCRIPTS CENTRAL OR YOUR RELIANCE ON, OR THE DISPLAY OF ANY CONTENT THROUGH ALLSCRIPTS CENTRAL, WHETHER OR NOT ALLSCRIPTS WAS ADVISED OF OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER AND LIMITATION OF LIABILITY IS EFFECTIVE WITHOUT REGARD TO THE FORM OF ANY ACTION. THIS SECTION WILL NOT APPLY ONLY WHEN AND TO THE EXTENT THAT APPLICABLE LAW SPECIFICALLY REQUIRES LIABILITY, DESPITE THE FOREGOING EXCLUSIONS AND LIMITATIONS. IN NO EVENT SHALL ALLSCRIPTS BE LIABLE TO YOU FOR ANY AMOUNT OF DIRECT DAMAGES IN EXCESS OF US\$100 IN THE AGGREGATE ARISING OUT OF OR RELATING TO THE USE OF ALLSCRIPTS CENTRAL OR YOUR RELIANCE ON, OR THE DISPLAY OF ANY CONTENT THROUGH ALLSCRIPTS CENTRAL. THE LIMITATIONS AND DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN ALLSCRIPTS AND YOU. YOUR REMEDIES UNDER THESE TOU ARE EXCLUSIVE AND ARE LIMITED TO THOSE EXPRESSLY PROVIDED HEREIN.

Termination.

Allscripts may terminate Allscripts Central and these TOU at any time, for any or no reason, without prior notice to You. Upon termination, Your right to access and use Allscripts Central (and Allscripts Materials) shall cease immediately. Your confidentiality obligations and the other provisions of these TOU shall survive any termination, except for Your rights to access Allscripts Central. You may terminate or cancel Your account and stop using Allscripts Central at any time. If You violate the letter or spirit of these TOU, or if We believe that You create a risk of possible legal exposure for Us, We reserve the right to stop providing Services to You and immediately revoke Your permission to access or use Allscripts Central.

Complaints.

With respect to other issues or objections regarding Content, please do not hesitate to use the "Report abuse" button located on the various Content pages in the Site.

Arbitration.

Each dispute arising out of the TOU shall be decided by binding arbitration administered by the AAA under its then-current Commercial Arbitration Rules, provided that to the extent such rules are inconsistent with this Agreement, this Agreement shall govern. Related actions between the Parties shall be consolidated. Arbitration awards shall be final and binding upon the Parties, and judgment on any such award may be entered in any court having jurisdiction thereof. The arbitrator(s) shall have no power or authority to award special, incidental, consequential, exemplary, punitive or other indirect damages that would be inconsistent with the other provisions of these TOU. All aspects of the arbitration and any award shall be confidential. Notwithstanding anything else, Allscripts may (a) seek equitable remedies from a court of competent jurisdiction and, if the disputes are urgent, seek provisional equitable remedies, and (b) in lieu of arbitration, litigate disputes concerning ownership or unauthorized use or disclosure of confidential information or intellectual property in courts of competent jurisdiction, and upon commencement of any such proceeding, any arbitration then pending shall be stayed, insofar as it concerns the matters subject to decision by such court. Allscripts shall be entitled to recover from the other the costs of arbitration or court proceedings and its attorneys' fees and expenses, provided that the arbitrator(s) or judge may eliminate or reduce such recovery on grounds that it is unreasonable or disproportionate to the harm suffered. To the extent permitted by applicable law, the Parties hereby waive their right to a jury trial in any actions under this Agreement. No action, regardless of form, arising hereunder, may be brought by either Party against the other more than one year after the cause of action has accrued, except that, (a) an action for non-payment may be brought by Allscripts not later than one year following the date of the last payment due or made hereunder, and (b) subject to the applicable statutes of limitations, an action for breach of or default under the Confidentiality and Use section of these TOU may be brought at any time.

Jurisdiction.

These TOU and any action related thereto will be governed by and be interpreted pursuant to the laws of the State of Illinois, United States of America, disregarding any conflict-of-laws rules which may direct the application of the laws of another jurisdiction.

Severability.

If any provision of these TOU is found to be invalid or unenforceable under mandatory laws of a particular jurisdiction, such provision shall be interpreted as to give maximum effect to its intended purpose and this shall not affect the validity or enforceability of (a) such provision under the laws of any other jurisdiction, or (b) any other provision of these TOU.

Notices.

We may provide notices to You via postings on Community Forums, via email or via any other means of communication for which You have provided Us contact information. You may provide notices to Us only via logging a case for Allscripts Central at 1-877-5678, option 1, option 1, and then option 6. Any notices You provide that are not in compliance with this Section on Notices shall have no legal effect.

Changes to these TOU.

Allscripts may change any of the terms of these TOU for any reason, at any time, without any advance notice. Such changes will become effective immediately.

Postings and links to third party sites.

Allscripts generally does not select or otherwise control or store the Content posted, shared or linked to Allscripts Central. Rather, its users typically determine the Content, which may reflect varying levels of knowledge and experience. The inclusion of a posting, shared Content, third party product information, or link on this Site does not imply that We endorse, sponsor, recommend, or are affiliated with the organization or company, the Content, product, or services with respect to such information posted or shared, or on or available from the linked websites. Access to and use of any postings, shared Content, and other Internet sites linked to Allscripts Central is at Your own risk and Allscripts is not responsible for the accuracy or reliability of any information, data, opinions, advice or statements made or contained therein. You are responsible for exercising careful and appropriate judgment in evaluating and taking action based on any information You obtain through Allscripts Central and it is up to You to take precautions to ensure that whatever You select for Your use is free of such items as viruses, worms, trojan horses and other items of a destructive nature. Allscripts is not responsible or liable, directly

or indirectly, for any damage or loss caused or alleged to be caused by or in connection with Your use of or reliance on any such third-party content, products or services available on or through any such third-party site or resource.

No informal waivers, agreements or representations.

Our failure to act with respect to a breach by You does not waive Our right to act with respect to that breach or subsequent similar or other breaches. Any waiver of these TOU by Allscripts must be in a writing signed by an authorized officer of Allscripts and expressly referencing the applicable provisions of these TOU.

Relationship, Assignment and Delegation.

You and Allscripts are independent contractors and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between You and Us. You have no authority to make or accept any offers or representations on Our behalf. Only Our Employees and Moderators are authorized to act on Our behalf. You may not assign or delegate any rights or obligations under these TOU and any purported assignment or delegation shall be ineffective. We may freely assign or delegate all rights and obligations under these TOU, fully or partially.

Copyright and Service Mark/Trademark Notices.

All copyrightable works, trademarks, service marks, product names, trade names, logos and designs used on or made available through Allscripts Central, whether registered or unregistered, are owned by Allscripts or other third parties. Any and all goodwill in any trademarks in Allscripts Central shall inure solely to the benefits of the respective marks' owners. You may not use or display any of these without the express prior, written consent of the applicable owner.

Entire Agreement.

These TOU, including the policies referenced herein, are the entire and exclusive agreement between Allscripts and You regarding their subject matter and replace any prior agreements or previous communications. For the avoidance of doubt, nothing herein terminates or modifies any Allscripts Client Agreement, Allscripts Business Partner Agreement, or other separate, existing, written agreement between Your Organization and Allscripts regarding any generally available versions of Allscripts' software ("**Other Agreement**"). Notwithstanding the foregoing, except as otherwise expressly specified in the Allscripts Materials, none of the Allscripts Materials shall (a) constitute Allscripts' designated user documentation for any software, or (b) be considered part of any "Documentation," "Specifications," or any like terms that are the subject of any Allscripts warranty or other Allscripts obligation under any Other Agreement.

In the event of a conflict between these TOU and the Allscripts Privacy Statement, these TOU shall prevail. These TOU may be amended only as follows: Allscripts may modify, supplement, or replace these TOU, effective upon posting on Allscripts Central or notifying You otherwise. You can review the most current version of these TOU at Allscripts Central and You agree to periodically visit this page to determine the then-current TOU to which You are bound. By continuing to access the Site, You agree to be bound by the then current TOU. If You do not want to agree to any Allscripts modified TOU, You must immediately (a) cease all further Site access, and (b) notify Allscripts (via logging a case at 1-800-877-5678, option 1 and then option 7 that You wish to terminate Your Site account.

Date of Last Update: April 25, 2020