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From time to time, Qualifacts Systems, LLC (together with its parents, subsidiaries, and affiliates (“Qualifacts”)) may provide to you an export of certain electronic health information (the “EHI Export”) in compliance with applicable 2015 health information technology certification requirements promulgated by the Office of the National Coordinator for Health IT (“2015 Edition Cures Update Criteria”). These Qualifacts EHI Export Terms of Use (“Terms of Use”) govern the services provided by Qualifacts or any third party acting on Qualifacts’ behalf in connection with the EHI Export, and your receipt and use of any information provided in connection with the EHI Export.

By submitting a request for an EHI Export, you accept and agree to be bound by and abide by these Terms of Use. If you do not accept and agree to these Terms of Use, you may not submit a request for an EHI Export. Additionally, in the event of any conflict between these Terms of Use and the terms and conditions in the Software License and Master Services Agreement, Business Services Agreement or Term Sheet that you entered into with Qualifacts, these Terms of Use will control.

1. Changes to the Terms of Use. We may revise and update these Terms of Use from time to time at our sole discretion, and any subsequent requests for an EHI Export will be subject to the revised or updated version of these Terms of Use.

2. EHI Exports.

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- 4. Limitation of Liability.** IN NO EVENT WILL QUALIFACTS, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE EHI EXPORT. THIS DISCLAIMER INCLUDES ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL OR LOSS OF DATA, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.
- 5. Indemnification.** You agree to defend, indemnify, and hold harmless Qualifacts, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees,

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- 6. Termination.** Qualifacts may terminate these Terms of Use with you for cause immediately upon written notice to you if you breach any provision of these Terms of Use.
- 7. Governing Law; Miscellaneous.** The laws of the State of Tennessee (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to these Terms of Use and the transactions it contemplates, including, without limitation, its interpretation, construction, performance, and enforcement. Any claims or actions regarding or arising out of these Terms of Use must be brought exclusively in a court of competent jurisdiction sitting in Nashville, Tennessee, and each party submits to the jurisdiction of such courts for the purposes of all legal actions and proceedings arising out of or relating to these Terms of Use. If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions, which will remain in full force and effect. Waiver of any of these Terms will not be deemed a further or continuing waiver of such term or condition or any other term or condition. These Terms of Use, as may be modified from time-to-time, constitute the entire agreement between you and Qualifacts with respect to the use of the EHI Exports and any information provided in connection therewith.