

ACCESS AGREEMENT

This Access Agreement (the "Agreement") is effective as of the ____ day of _____, 201_ (the "Effective Date"), between The Doctors Clinic, a Washington corporation ("TDC"), and _____ [if agreement is with an entity (like another medical group) include a description of the type of entity] ("User"). TDC and User individually may be referred to herein as a "Party" and collectively as the "Parties."

RECITALS

A. TDC has entered into an agreement with Sage Software Healthcare, Inc. for a license for electronic health record ("EHR") software and associated software and items that support the use of the EHR software (the "Software"). TDC has implemented the EHR software and stores electronic health information relating to TDC's patients using the Software. TDC desires to make available to User access to the Software.

B. The purpose of this Agreement is to set forth the terms and conditions pursuant to which User may access the Software and the clinical information stored therein in an effort to (1) improve patient care, (2) integrate patient care services at all levels of delivery, (3) increase efficiency in communicating patient information, (4) decrease unnecessary duplicative tests and services in the community, and (5) assist the Parties in effectively delivering care and in collecting, storing, retrieving and protecting patient care information and other related information.

In consideration of the mutual covenants and agreements set forth in this Agreement, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. **Services.** Subject to the terms and conditions contained in this Agreement, TDC agrees to furnish to User the services below (the "Services"), which is attached to and incorporated by this reference in this Agreement. The Parties acknowledge that TDC's provision of "read only" access to the Software for the purpose of accessing health information related to services rendered to TDC patients shall be at no charge to the User and that such access is primarily for TDC's benefit and convenience and as such does not constitute remuneration to the User.

Type	Services Included
Intergy EHR Software by Sage	<ul style="list-style-type: none"> • Intergy EHR Read-Only Access • Help Desk Support as described in the Policies and Procedures

2. **Term.** The term of this Agreement shall begin on the Effective Date and shall continue for a period of one year, unless terminated earlier pursuant to Section 10 in Appendix A. Thereafter, the term will automatically renew for successive one-year terms unless either Party provides written notice to the other Party at least thirty (30) days in advance of its desire not to renew this Agreement.

3. **Terms and Conditions.** This Agreement is subject to Appendix A (Terms and Conditions), Appendix B (Technical Requirements), and Appendix C (Agreement to Use The Doctors Clinic Information Technology and Software in a Responsible Fashion), which are attached to and incorporated by this reference in this Agreement. The Parties further agree that the arrangement contemplated by this Agreement is commercially reasonable and furthers the legitimate purposes of the Parties and the community.

4. **Acknowledgment of Understanding – Entire Agreement.** User acknowledges that User has read this Agreement, including the attached Appendices, understands it, and agrees to be bound by its terms and conditions. User also agrees that this Agreement, including the attached Appendices, is the complete and exclusive statement of the agreement between TDC and User and supersedes all proposals, representations, letters of intent, or prior agreements, oral or written, and any other communications between the parties relating to the subject matter of this Agreement. This Agreement may not be amended, except by an agreement in writing that is signed by authorized representatives of the Parties.

IN WITNESS WHEREOF, the Parties have agreed to the terms of this Agreement as of the Effective Date.

TDC:

USER: Print Name: _____

Sign: _____

Sign: _____

Title: _____

Title: _____

Date: _____

Date: _____

Notice to TDC shall be sent to:

Notice to User shall be sent to:

Fax: _____

Fax: _____

Appendix A

TERMS AND CONDITIONS

1. **Definitions.** For the purposes of this Agreement, the terms set forth in this section shall have the meanings assigned to them below. Terms not defined below (whether or not capitalized) shall have the definitions given them in HIPAA and the HITECH Act, unless the context requires otherwise:

“Authorized Physicians and Providers” means those duly licensed physicians and health care providers (ARNPs, physician assistants, physical therapists) who (i) are employed by or under contract with User to deliver health care services; (ii) have access to the Software by virtue of his or her relationship with User; and (iii) are individually authorized by User and TDC to have access to the Software to assist User in providing treatment and obtaining payment for treatment, and to whom TDC has assigned a unique identifier for access to the Software. Each Authorized Physician and Provider must sign an Agreement to Use The Doctors Clinic Information Technology and Software in a Responsible Fashion in the form of [Appendix C](#).

“Confidential Information” means any information concerning TDC’s business, financial affairs, current or future products or technology, trade secrets, workforce, customers, and any information that is treated or designated by TDC as confidential or proprietary, or would reasonably be viewed as confidential or as having value to a competitor of TDC. Confidential Information shall not include information that TDC makes publicly available or that becomes known to the general public other than as a result of a breach of an obligation by User. Confidential Information does not include individuals’ health information.

“HIPAA” means the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996, and the regulations promulgated thereunder, including the Privacy Rule and the Security Rule.

“HITECH Act” means the Health Information Technology for Economic and Clinical Health Act and its implementing guidance and regulations.

“Policies and Procedures” means TDC’s rules, regulations, policies and procedures for access to and use of the Software, as from time to time posted electronically on the access webpage portal to the Software or otherwise furnished to User in writing.

“Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

“Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

“Security Rule” means the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 160 and part 164, subparts A and C.

“Services” means “read only” access to the Software and TDC’s electronic health records associated therewith and reasonable help desk support as described in the Policies and Procedures

“Term” means the initial term and all renewal terms of this Agreement as provided in [Section 10](#).

“User ID” means a unique user identification assigned to an individual pursuant to [Section 3.4](#).

2. Grant of Right to Access Software.

2.1 **Access.** TDC grants to User and User accepts a non-exclusive, personal, nontransferable, limited right to have access to and to use the Software, and a non-exclusive, personal, nontransferable, limited license to use any computer software furnished by TDC for access to or use of the Software, including the right to use a Provider License in order to use and access the Intergy EHR Software according to Article III of the Purchase and License Agreement between Sage Software Healthcare, Inc. and TDC, for the purpose of obtaining the Services during the Term, subject to User’s full compliance with the terms and conditions set forth in this Agreement and with TDC’s Policies and Procedures as in effect from time to time. User shall, and shall ensure that each of its Authorized Physicians and Providers, access the Software only from point of care locations, and not from any other location. User shall not: (a) use the Software for time-sharing, rental or service bureau purposes; (b) make the Software, in whole or in part, available to any other person, entity or business other than Authorized Physicians and Providers; (c) copy, reverse engineer, decompile or disassemble the Software, in whole or in part, or otherwise attempt to discover the source code to the Software; (d) remove any product identification, copyright, trademark or other notices or circumvent or disable any security device or other feature in the Software; or (e) modify the Software or combine the Software with any other software or services not provided or approved by TDC. User shall obtain no rights to the Software except for the limited rights to use the Software on a “read only” basis as expressly granted by this Agreement.

2.2 **Change and Termination.** TDC reserves the right to change the Services or the Software, or to cease operating the Software or any or all of the Services, at any time.

2.3 **Support.** TDC shall endeavor to provide reasonable support and assistance in for User in accessing and using the Software and the Services, in accordance with TDC’s Policies and Procedures.

3. Access to the Software.

3.1 Permitted Uses. Subject to the terms of this Agreement, TDC authorizes User to access the Software and to use the Services (a) with respect to information created and maintained by TDC relating to TDC's patients, for patient treatment purposes and for obtaining payment for such treatment, and for other purposes expressly authorized in TDC's Policies and Procedures; provided that, except as expressly authorized in TDC's Policies and Procedures, User may access information only (i) for purposes of treatment, or (ii) if the User has a treatment relationship with the individual, for purposes of payment, provided that User may access only the minimum necessary information for payment purposes. User agrees that User shall not access the Software or use the Services for any other purposes. In particular:

3.1.1.1 User shall not reproduce, publish, or distribute content in connection with the Software that infringes any third party's trademark, copyright, patent, trade secret, publicity, privacy, or other personal or proprietary right;

3.1.1.2 User shall comply with all applicable laws, including HIPAA, the HITECH Act and other laws relating to maintenance of privacy, security, and confidentiality of patient and other health information and the prohibition on the use of telecommunications facilities to transmit illegal, obscene, threatening, libelous, harassing, or offensive messages, or otherwise unlawful material;

3.1.1.3 User shall not: (a) abuse or misuse the Software or the Services, including gaining or attempting to gain unauthorized access to the Software; altering or destroying information in the Software except in accordance with TDC's Policies and Procedures; (b) use the Software or Services in such a manner that interferes with other users' use of the Software; (c) permit the introduction into the Software of any program, routine or data (such as viruses or worms) that does or may disrupt or in any way impede the operation of the Software, or alter or destroy any data within it; (d) use the Software or the Services in a manner that violates TDC's Policies and Procedures.

3.1.1.4 User acknowledges that User's activities (and those of Authorized Physicians and Providers) may be tracked and are subject to audit.

3.2 Safeguards.

3.2.1 User shall implement and maintain appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity, and availability of electronic health information accessible through the Software, to protect it against reasonably anticipated threats, and to prevent its use or disclosure otherwise than as permitted by this Agreement or required by law. Such safeguards shall comply with federal, state, and local requirements, including the Privacy Rule and the Security Rule, whether or not User is otherwise subject to HIPAA, and with TDC's Policies and Procedures. User shall maintain appropriate security with regard to all personnel, systems, and administrative processes used by User to access electronic health information through the

use of the Software. User shall establish appropriate security management procedures, security incident procedures, contingency plans, audit procedures, facility access controls, workstation use controls and security, device and media controls, authentication procedures, and security policies and procedures to protect electronic health information accessible through the Software.

3.2.2 User shall immediately notify TDC of any Security Incident relating to the Software of which User becomes aware, or any unauthorized use or disclosure of information within or obtained from the Software, shall cooperate with TDC in investigating the incident, and shall take such action to mitigate any breach or suspected breach as TDC may direct.

3.3 Compliance. User shall comply with the terms of this Agreement, TDC's Policies and Procedures, and all applicable laws and regulations. User shall be solely responsible for the use of the Software by User and User's Authorized Physicians and Providers, and shall indemnify TDC and hold it harmless from any claim, cost or liability arising from such use, including reasonable attorneys' fees.

3.4 User Identification. TDC authorizes User and User's Authorized Physicians and Provider to use the User IDs assigned to them by TDC. User acquires no ownership rights in any User ID, and User IDs may be revoked or changed at any time in TDC's sole discretion. User IDs may be deactivated after a period of inactivity as specified in the Policies and Procedures. User shall adopt and maintain reasonable and appropriate security precautions for User IDs to prevent their disclosure to and use by unauthorized persons. Each of User's Authorized Physicians and Providers shall have and use a unique identifier. User shall use his or her or its best efforts to ensure that no Authorized Physician or Provider uses a User ID assigned to another person.

3.5 No Third-Party Access. Except as required by law, User shall not permit any third party (other than User's Authorized Physicians and Providers) to have access to the Software or to use the Services without the prior written agreement of TDC. User shall promptly notify TDC of any order or demand for compulsory disclosure of health information if the disclosure requires access to or use of the Software, including access by User to respond to the order or demand User shall cooperate fully with TDC in connection with any such demand.

3.6 No Commercial or Competitive Use. User shall not use the Software for commercial or competitive purposes, including aggregating or comparing its data with that of other users.

3.7 User's Authorized Physicians and Providers.

3.7.1 User may permit User's Authorized Physicians and Providers to use the Software and the Services on behalf of User, subject to the terms of this Agreement. User shall:

3.7.1.1 obtain a unique User ID from TDC for each of User's Authorized Physicians and Providers, and ensure that each such person has access to the Software only under his or her assigned User ID;

3.7.1.2 train each of User's Authorized Physicians and Providers in the requirements of this Agreement and the Policies and Procedures relating to their access to and use of the Software and the Services, and ensure that they comply with such requirements;

3.7.1.3 take appropriate disciplinary action against any of User's Authorized Physicians and Provider who violates the terms of this Agreement or the Policies and Procedures;

3.7.1.4 immediately notify TDC of the termination of employment of any of User's Authorized Physicians Providers (or if the individual is not an employee, of the termination of the relationship with User as a result of which the individual has access to the Software), or of any change in the individual's employment or other relationship with User affecting the individual's need for access to the Software.

3.8 Compliance with Law. User shall be solely responsible for ensuring that User's use of the Software and the Services (including making health information available through the Software) complies with applicable law. User shall not undertake or permit any unlawful use of the Software, or take any action that would render the operation or use of the Software by TDC or any other user unlawful. TDC offers no assurance that User's use of the Software and the Services under the terms of this Agreement will not violate any applicable law or regulation. User shall comply with the Privacy Rule, the Security Rule, and the HITECH Act in its use of the Software, whether or not User is otherwise a covered entity under HIPAA.

3.9 Professional Responsibility. User shall be solely responsible for the professional and technical services User provides. TDC makes no representations concerning the completeness, accuracy or utility of any information in the Software, or concerning the qualifications or competence of individuals who placed it there. TDC has no liability for the consequences to User or User's patients of User's use of the Software or the Services.

3.10 Cooperation. User shall cooperate with TDC in the administration of the Software and in any investigation or audit of the Software, including providing reasonable assistance in evaluating the Software and collecting and reporting data requested by TDC for the purpose of system administration or audit.

3.11 Indemnification. User agrees to indemnify, defend, and hold harmless TDC and its officers, directors, and agents from and against any claim, cost or liability, including reasonable attorneys' fees, arising out of: (a) the use of the

Software by User, User's workforce and User's Authorized Physicians and Providers, agents or contractors; (b) any breach by User or its workforce, contractors or agents of any representations, warranties or agreements contained in this Agreement; (c) the actions of any person gaining access to the Software under a User ID assigned to User or a member of User's workforce; (d) anyone using a User ID, password or other unique identifier of any of User's Authorized Physicians and Providers that adversely affects the Software or any information accessed through the Software; and (e) the negligent or willful misconduct of User or any member of User's workforce.

4. **Computer Systems.**

4.1 User's Systems. User shall acquire, install, configure and maintain all hardware, software, and communications systems necessary to access the Software (User's "Implementation"). User's Implementation shall comply with the specifications from time to time established by TDC. User shall ensure that Implementation is compatible with the Software and Services. If TDC notifies User that his or her Implementation is incompatible with the Software, User shall eliminate the incompatibility, and TDC may suspend Services to User until User does so.

5. **Policies and Procedures.** TDC's Policies and Procedures are a part of this Agreement. TDC may adopt, amend or repeal its Policies and Procedures at any time, as it determines appropriate. As they affect User, Policies and Procedures shall become effective upon posting to the access portal page to the Software.

6. **Training.** User shall cause its personnel to participate, at User's cost and expense, in any training required by TDC.

7. **Confidential Information.**

7.1 User shall not disclose TDC's Confidential Information to any other person and shall not use any Confidential Information except for the purpose of this Agreement. Except as otherwise provided in this Agreement, User shall not, without TDC's prior written consent, at any time, during or after the Term of this Agreement, directly or indirectly, divulge or disclose Confidential Information for any purpose or use Confidential Information for its own benefit or for the purposes or benefit of any other person. User agrees hold all Confidential Information in strict confidence and shall take all measures necessary to prevent unauthorized copying, use, or disclosure of Confidential Information, and to keep the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of Confidential Information. User will disclose Confidential Information only to members of its workforce who have a need to use the Confidential Information for the purpose of this Agreement. User shall inform all such recipients of the confidential nature of Confidential Information and will instruct them to deal with Confidential Information in accordance with the terms of this Agreement. User shall promptly advise TDC in writing of any improper disclosure, misappropriation, or

misuse of the Confidential Information by any person, which may come to User's attention.

7.2 User agrees that TDC will suffer irreparable harm if User fails to comply with its obligations set forth in this Section 7, and further agrees that monetary damages will be inadequate to compensate TDC for any such breach. Accordingly, User agrees that TDC will, in addition to any other remedies available to it at law or in equity, be entitled to the issuance of injunctive relief to enforce the provisions hereof, immediately and without the necessity of posting a bond.

7.3 This Section 7 will survive the termination or expiration of this Agreement for any reason.

8. Disclaimer, Exclusion of Warranties, and Limitation of Liability.

8.1 Carrier Lines. User acknowledges that access to the Software will be provided over various facilities and communications lines, and information will be transmitted over local exchange and internet backbone carrier lines and through routers, switches, and other devices (collectively, "carrier lines") owned, maintained, and serviced by third-party carriers, utilities, internet service providers, all of which are beyond TDC's control. TDC assumes no liability for or relating to the integrity, privacy, security, confidentiality, or use of any information while it is transmitted on the carrier lines, or any delay, failure, interruption, interception, loss, transmission, or corruption of any data or other information attributable to transmission on the carrier lines. Use of the carrier lines is solely at User's risk and is subject to all applicable local, state, national, and international laws.

8.2 No Warranties. Access to the Software and the information contained on the Software is provided "**as is**" and "**as available**" without any warranty of any kind, expressed or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. User is solely responsible for any and all acts or omissions taken or made in reliance on the Software or the information in the Software, including inaccurate or incomplete information. It is expressly agreed that in no event shall TDC be liable for any special, indirect, consequential, or exemplary damages, including but not limited to, loss of profits or revenues, loss of use, or loss of information or data, whether a claim for any such liability or damages is premised upon breach of contract, breach of warranty, negligence, strict liability, or any other theories of liability, even if TDC has been apprised of the possibility or likelihood of such damages occurring. TDC disclaims any and all liability for erroneous transmissions and loss of service resulting from communication failures by telecommunication service providers or the Software.

8.3 Conditions for Breach. TDC shall not be deemed to be in violation of this Agreement unless User shall first have given TDC written notice specifying the nature of the default,

and TDC shall have failed within thirty (30) days of receipt of the notice either to cure the default or, if cure within such period is not practicable, to be diligently proceeding to cure the default.

8.4 Other Users. User acknowledges that other users have access to the Software and are receiving TDC's services. Such other users have agreed to comply with TDC's policies and procedures concerning use of the Software; however, the actions of such other users are beyond TDC's control. Accordingly, TDC does not assume any liability for or relating to any impairment of the privacy, security, confidentiality, integrity, availability, or restricted use of any information on the Software resulting from any user's actions or failures to act.

8.5 User's Actions. User will be solely responsible for any damage to a computer system, loss of data, and any damage to the Software caused by User or any person using a User ID assigned to User or a member of User's Workforce.

8.6 Patient Care. User shall be solely responsible for all patient care decisions resulting from or involving the use of the Software or the Services. Neither User nor any other person shall have any claim or cause of action against TDC as a result of patient care rendered or withheld in connection with the use of the Software or the Services.

9. Insurance. User shall obtain and maintain such policies of general liability, errors and omissions, and professional liability insurance with reputable insurance companies as is usually carried by persons engaged in User's business covering the Term of this Agreement.

10. Modification; Suspension; Termination.

10.1 Termination upon Notice. TDC or User may terminate this Agreement at any time without cause upon thirty (30) days prior written notice to the other Party.

10.2 Termination for Cause. Either Party may terminate this Agreement in the event of a material breach of this Agreement which is not cured to the reasonable satisfaction of the other party within five (5) days of delivery of notice of the breach; provided that this Agreement shall not be terminated as long as the party in breach commences to cure the breach within five (5) days, and diligently pursues the cure to completion.

10.3 Modification. TDC may change the Services and the terms under which they are provided to User (including terms set forth in this Agreement) by providing User not less than fifteen (15) days' notice of any such change. Upon receipt of such a notice, User may terminate this Agreement by giving written notice to TDC on or before the effective date of the change. User agrees that User's failure to give notice of termination prior to the effective date of the change constitutes acceptance of the change, which shall thereupon become part of this Agreement.

10.4 Termination, Suspension or Amendment as a Result of Government Regulation. Notwithstanding anything to the contrary in this Agreement, TDC shall have the right, on notice to User, immediately to terminate, suspend, or amend this Agreement, without liability: (a) to comply with any order issued or proposed to be issued by any governmental agency; (b) to comply with any provision of law, any standard of participation in any reimbursement program, or any accreditation standard; or (c) if performance of any term of this Agreement by either Party would cause it to be in violation of law.

10.5 Judicial or Administrative Procedures. TDC may terminate this Agreement immediately upon notice to User if: (a) User or any of User's Authorized Physicians or Providers accessing the Software is named as a defendant in a criminal proceeding for a violation of federal or state law; (b) a finding or stipulation that User or any of User's Authorized Physicians or Providers has violated any standard or requirement of federal or state law relating to the privacy or security of health information is made in any administrative or civil proceeding; or (c) User or any of User's Physicians or Providers is excluded from participation in a federal or state health care program.

10.6 Suspension of Access. TDC may summarily suspend access to the Software or the Services by User or any of User's Authorized Physicians or Provider immediately pending User's cure of any breach of this Agreement, or in the event TDC determines in its sole discretion that access to or use of the Software by User or the member of User's workforce may jeopardize the Software or the confidentiality, privacy, security, integrity or availability of information within the Software, or that User or the member of User's workforce has violated or may violate this Agreement or TDC's Policies and Procedures, or has jeopardized or may jeopardize the rights of any third party, or that any person is or may be making unauthorized use of the Software with any User ID assigned to User. TDC may terminate the access of any of User's Authorized Physicians or Providers upon termination or change in status of his or employment with User. TDC's election to suspend the Services shall not waive or affect its rights to terminate this Agreement as permitted under this Agreement.

10.7 Obligations After Termination. Upon termination of this Agreement, User shall cease to use the Software and TDC may terminate User's access to the Software. Upon termination for any reason, User shall remove any software provided under this Agreement from its computer systems, shall cease to have access to the Software, and shall return to TDC all documentation provided by or on behalf of TDC. The Parties accrued obligations, any provision of this Agreement which by its terms survives termination, and the provisions of Sections 3.11, 7, 8, 10.7 and 11, shall survive termination of this Agreement.

11. **Applicable Law.** The interpretation of this Agreement and the resolution of any disputes arising under this Agreement shall be governed by the laws of the State of Washington. If any action or other proceeding is brought on or in connection with

this Agreement, the venue of such action shall be exclusively in Kitsap County, Washington

12. **No Assignment.** This Agreement may not be assigned or transferred by User without the prior written consent of TDC.

13. **Supervening Circumstances.** No Party to this Agreement shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations under this Agreement by reason of: (a) severe weather and storms; (b) earthquakes or other natural occurrences; (c) strikes or other labor unrest; (d) power failures; (e) nuclear or other civil or military emergencies; (f) acts of legislative, judicial, executive, or administrative authorities; or (g) any other circumstances that are not within its reasonable control.

14. **Severability.** Any provision of this Agreement that shall prove to be invalid, void, or illegal, shall in no way affect, impair, or invalidate any other provision of this Agreement, and such other provisions shall remain in full force and effect.

15. **Notices.** Any and all notices required or permitted under this Agreement shall be sent by United States mail or fax transmission to the address provided below the signature block or to such other and different addresses as the Parties may designate in writing. If User has supplied TDC with an electronic mail address, TDC may give notice by email message addressed to such address; provided that if TDC receives notice that the email message was not delivered, it shall give the notice by United States mail or fax.

16. **Waiver.** No term of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

17. **Complete Understanding.** This Agreement contains the entire understanding of the Parties, and there are no other written or oral understandings or promises between the Parties with respect to the subject matter of this Agreement other than those contained or referenced in this Agreement. Except as otherwise provided in this Agreement, all modifications or amendments to this Agreement shall be in writing and signed by all Parties.

18. **No Third-Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall confer, upon any person or entity other than the parties and their respective successors or assigns any rights, remedies, obligations, or liabilities whatsoever.

19. **Advice of Counsel.** Each Party acknowledges: (a) having fully read this Agreement in its entirety; (b) having had full opportunity to study and review this Agreement; (c) having been advised that counsel for TDC has acted solely on TDC's behalf in connection with the negotiation, preparation, and

execution of this Agreement; (d) having been advised that all Parties have the right to consult and should consult independent counsel respecting their rights and duties under this Agreement; and (e) having had access to all such information as has been requested.

20. **Signature Authority.** Each individual executing this Agreement on behalf of a Party represents and warrants that he or she is competent and capable of entering into a binding contract on of such Party, and that he or she is authorized to execute this Agreement on behalf of such Party.

APPENDIX B

TECHNICAL REQUIREMENTS

The following technical rules and requirements that must be followed, for security, reliability, and management reasons:

1. Wireless is acceptable as long as basic security is employed (see below).
2. Desktop computers must have some form of anti-virus scanning and automated updates. Anti-virus software and updates must be maintained and kept current by user. Each User is responsible for any activity which may result in virus contamination.
3. Wireless local networks that access the Software are allowed; however, they must adhere to basic wireless security configurations, and be approved by TDC technical staff. Wireless security requirements are as follows:
 - Router or access point **MUST** have a different password than the factory default.
 - SSID **MUST** be different than the factory default. SSID should not be broadcast.
 - Encryption must be enabled for wireless transmission. Acceptable encryption algorithms are WEP, WPA, and other wireless encryption standards.
4. Each User is responsible for any web activity which may result in damage to systems or virus contamination.

