



USER AGREEMENT

Stanson Health, Inc., a Premier, Inc. company ("Stanson"), is an Internet-based online Clinical Decision Support Mechanism (CDSM) and information service providing this PAMA Portal ("Services") in respect of the Protecting Access to Medicare Act of 2014 ("PAMA") on behalf of athenahealth, Inc. ("athenahealth").

BY ACCESSING OR USING THE PAMA PORTAL, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW (THIS "AGREEMENT"). IF YOU DO NOT WISH TO BE BOUND BY THIS AGREEMENT, YOU MAY NOT ACCESS OR USE THE PAMA PORTAL

STANSON MAY MODIFY THIS AGREEMENT AT ANY TIME, AND SUCH MODIFICATION SHALL BE EFFECTIVE WHEN THE PAMA PORTAL IS NEXT USED BY YOU. YOU AGREE TO REVIEW THIS AGREEMENT TO ENSURE THAT YOU ARE AWARE OF ANY MODIFICATIONS. YOUR CONTINUED ACCESS OR USE OF THE PAMA PORTAL SHALL BE DEEMED YOUR CONCLUSIVE ACCEPTANCE OF THE MODIFIED AGREEMENT.

The PAMA Portal cannot and does not verify or warrant the truth, accuracy, or completeness of any information provided to it. All submissions by Authorized Provider (as defined below) are considered part of the medical record. The Contracted Provider (as defined below) is responsible for providing truthful, accurate, and complete information when seeking authorization because this information is relied upon in scoring the data per PAMA guidelines. Further, the Contracted Provider is responsible for ensuring the use of independent professional judgement in making diagnostic, treatment, or other decisions based upon the information obtained from the PAMA Portal.

IN NO EVENT SHALL STANSON OR ANY OF ITS AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ANY OTHER MONETARY OR OTHER DAMAGES, FEES, FINES, PENALTIES, OR LIABILITIES ARISING OUT OF OR RELATING IN ANY WAY TO THE SERVICES, OR SITES ACCESSED THROUGH THE PAMA PORTAL AND/OR CONTENT OR INFORMATION PROVIDED HEREIN. ANY CONTRACTED PROVIDER'S SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SERVICE IS TO STOP USING THE SERVICE.

1. You verify that either you are a health care provider or are employed by or on staff with a health care provider for which athenahealth provides Services ("Contracted Provider"). If you are employed by or on staff with a Contracted Provider, you ("User") verify that you are authorized by that Contracted Provider on his, her, or its behalf to use the PAMA Portal (an "Authorized User").
2. Contracted Provider agrees that by permitting User access to this site you agree to maintain best practices with respect to the physical and technical security of your terminals, computer system, user identification, password, and other private or confidential information relating to your use of the PAMA Portal. As of April 14, 2003, you are required to comply with HIPAA privacy provisions in relation to Individually Identifiable Health Information (IIHI) and Protected Health Information (PHI).
3. Contracted Provider/User is prohibited from retrieving or attempting to retrieve information from the PAMA Portal about patients who are not receiving services from the Contracted Provider. The PAMA Portal maintains systems which permit it to track retrieval activities and any unauthorized retrieval activity may be grounds for denying User or Contracted Provider future access to the PAMA Portal and may expose the Contracted Provider and/or User personally to state and federal civil and criminal penalties.
4. Contracted Provider/User agree that by permitting you access to this site and you acknowledge that information gained through PAMA Portal is highly sensitive confidential health information and the unauthorized use or disclosure of this information may lead to criminal or civil penalties and/or loss of a professional license. The protection afforded to this health information attaches in the electronic or hard copy format.
5. Contracted Provider/User agree that by permitting you access to this site, you understand that, except for information, products, or services clearly identified as being supplied by any third party, Contracted Provider and User are responsible for implementing sufficient procedures and checkpoints to satisfy your requirements for accuracy of data input and output, and for maintaining a means for the reconstruction of any lost data. Stanson does not assume any responsibility or risk for your use of the PAMA Portal.
6. Contracted Provider/User may only retrieve information from the PAMA Portal for patients cared for by the Contracted Provider and on behalf of the Contracted Provider. Contracted Provider/User understand and acknowledge that you may retrieve this information only for purposes of providing health care treatment, planning, quality assurance, or peer review services involving the patients of Contracted Provider.
7. Contracted Provider and User agrees not to reverse engineer, reverse assemble, or reverse compile any component of the PAMA Portal, Stanson proprietary computer databases, programs, or any confidential information whatsoever.