

Connectivity Addendum

This Connectivity Addendum (this “**Connectivity Addendum**”) to the License and Services Agreement (the “**Agreement**”) entered into by and between you (“**Customer**”) and [Partner Name] (“**[Partner Name]**”) is made and entered into effective as of the date you type “I agree” on the next screen. Capitalized terms not otherwise defined in this Connectivity Addendum will have the same meaning as set forth elsewhere in the Agreement.

BY TYPING “I AGREE” ON THE NEXT SCREEN, YOU: (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS CONNECTIVITY ADDENDUM, INCLUDING IF APPLICABLE, THE CAREQUALITY CONNECTION TERMS (“CCT”) AND THE SUBPARTICIPANT TERMS OF PARTICIPATION (“ToP”) WHICH ARE INCORPORATED HEREIN BY REFERENCE; (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS CONNECTIVITY ADDENDUM, THE CCT, AND THE ToP AND, IF ENTERING INTO THIS CONNECTIVITY ADDENDUM, THE CCT, AND THE ToP FOR AN ORGANIZATION, THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ORGANIZATION; AND (C) ACCEPT THIS CONNECTIVITY ADDENDUM, THE CCT, AND THE ToP AND AGREE THAT CUSTOMER IS LEGALLY BOUND BY THEIR TERMS.

1. **Incorporation of Agreement.** This Connectivity Addendum constitutes an addendum to the Agreement. This Connectivity Addendum shall be deemed to be attached to, and is made a part of, the Agreement, and the terms of the Agreement shall be supplemented by the terms of this Connectivity Addendum as provided for herein. This Connectivity Addendum, together with the other terms of the Agreement, constitutes the entirety of the agreements between Customer and [Partner Name] regarding Customer’s access to the Network Services (as defined herein) through the [Partner Name] electronic medical record platform (the “**[Partner Name] EMR**”). Customer acknowledges that this Connectivity Addendum contains additional limitations and restrictions above and beyond those contained in the Agreement. In the event of any conflict or inconsistency between any term or condition set forth in this Connectivity Addendum and a term or condition set forth in another part of the Agreement, unless otherwise provided in this Agreement, the terms and conditions of this Connectivity Addendum will take precedence solely with respect to Customer’s access to the Network Services, and/or Customer’s use thereof, as provided for in this Connectivity Addendum. Access to the Network Services will be deemed to be a “Third-Party Product,” and are included in the definition of “Additional Services,” each as such term is defined in the Agreement.
2. **Overview.** As part of Customer’s business relationship with [Partner Name], [Partner Name] provides Customer with the ability to access certain third-party products and services, including certain third-party products and services from network service providers, along with certain other third-party products and services made available through [Partner Name]’s relationship with other vendors and suppliers (collectively those additional third-party providers will be defined as “**Suppliers**”). In order for [Partner Name] to provide Customer with access to certain Supplier’s software, products, and/or services offered by or through Suppliers, which may include access to certain third-party networks and offerings (the “**Network Services**”), Customer agrees to comply with this Connectivity Addendum. Customer has the non-exclusive right to access and use the Network Services solely for its internal business purposes.

Suppliers, while not a party to this Connectivity Addendum, are third-party beneficiaries. [Partner Name] is providing access to Suppliers' Network Services and is passing through terms required by the Supplier for all users. These terms outline the conditions, limitations, and restrictions that Customer must comply with to access and use the Network Services.

Customer acknowledges that all obligations, restrictions, and responsibilities imposed on Customer under this Agreement also apply to Customer’s end users, employees, agents, contractors, and other representatives. Customer shall be fully liable for any acts or omissions of the foregoing individuals in connection with this Agreement.

Customer acknowledges that, depending on the specific Network Services ordered under Customer’s Sales Contract (as defined herein), additional terms and conditions as set forth in Exhibit 1 shall apply. These terms, required by the Suppliers and incorporated herein, are mandatory for accessing and using those services.

Customer is granted a non-exclusive right to use the Network Services solely for internal purposes, in accordance with this Connectivity Addendum. Additionally, Customer must ensure broadband internet connectivity and provision any necessary permissions for the use of the Network Services.

3. **[Partner Name] Obligations.** The Network Services will be provided to Customer directly through [Partner Name]'s integration and direction to the Supplier. In relation to the Network Services, [Partner Name]'s sole obligations to Customer are to: (1) build out and maintain an API/integration in a commercially reasonable manner to allow Customer to access the Network Services through the [Partner Name] EMR; and (2) bill the Customer per the Sales Contract for any Network Services as set forth in Section 7 **Error! Reference source not found.** (collectively, the "[Partner Name] Obligations").
4. **Customer Network Service Activation Identification.** To use any of the Network Services, Customer agrees to provide the following information, and agrees that such information is accurate including, but not limited to:
 - a. Legal entity name;
 - b. dba name (if applicable);
 - c. All subscribing or upgrading healthcare organization location names; and
 - d. Contact information (street address, phone number, email).
5. **Use Obligations.** Customer agrees not to use the Network Services for any purpose that is unlawful or that is prohibited by this Connectivity Addendum. Without limiting this warranty, Customer specifically agrees:
 - a. To use the Network Services in compliance with all applicable laws and regulations.
 - b. Not to share passwords or access to the Network Services account with any other person or entity, including without limitation any competitor of Suppliers, other than other authorized users employed by Customer. Customer is responsible for any misuse of the Network Services under Customer's account or password.
 - c. Not to use the Network Services in any manner which could damage, disable, overburden, or impair the Network Services or interfere with any other party's use and enjoyment of the Network Services.
 - d. Not to obtain or attempt to obtain any materials or information on or through the Network Services by circumventing any access or use restrictions or by any other unauthorized methods, such as hacking or password mining.
 - e. Not to use any bots, spiders, page-scraping, or other automated or manual processes or methods to copy or monitor the Network Services or any of its contents.
 - f. Not to upload to the Network Services any libelous or unlawful content or any materials or instructions that may cause harm or injury, or that violate any person's right of privacy or any copyright, trademark, or other intellectual property rights.
 - g. Not to modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any other way use or exploit any of the content of the Network Services other than for their authorized purposes.
 - h. Not to delete or alter any proprietary rights or attribution notices in any content or materials obtained through the Network Services.
 - i. It does not acquire any ownership rights in any content posted by Suppliers, nor in the Network Services or any materials obtained therethrough. Suppliers does not grant to Customer any licenses, express or implied, to any material or content accessed through the Network Services except as expressly provided in this Addendum.
 - j. That Suppliers retains all respective intellectual property rights relating to the Network Services, including, without limitation, any software or technology licensed in or through the Network Services.
 - k. That the Network Services are controlled from locations in the United States of America. No representations are made that the Network Services are appropriate or available for use in other locations, and access to them from territories where their content is illegal is prohibited.
 - l. Not to use or export the Network Services or any related materials or content in violation of U.S. export laws and regulations.
 - m. That any rights not expressly herein are reserved by Suppliers.

6. **Customer Support.** Customer shall direct all support questions, concerns, or issues related to the Network Services or the [Partner Name] Obligations to [Partner Name]. [Partner Name] will provide support to Customer and, where applicable, coordinate with the Suppliers to resolve issues with the Network Services.
7. **Sales Contract and Ordering.** The fees for the Network Services shall be as set forth in the Sales Contract executed between the parties (“Sales Contract”). The Sales Contract is hereby incorporated by reference into this Connectivity Addendum solely for the purpose of determining the fees and ordering process for the Network Services. In the event of any conflict between the terms of this Connectivity Addendum and the Sales Contract regarding the fees or ordering process for Network Services, the terms of the Sales Contract shall prevail.
8. **Proprietary Rights, Data Usage, and Confidentiality.**
 - a. Customer, on behalf of its employees, agents, vendors, and representatives, recognizes, acknowledges, and hereby agrees that Suppliers and its licensors and vendors, as applicable, retain all proprietary rights and interest in the Network Services, and also to any and all copies versions and derivative works of the same. Customer, on behalf of its employees, agents, vendors, and representatives, shall not use or disclose the Supplier’s intellectual properties except for purposes consistent with this Connectivity Addendum.
 - b. The Network Services, including any software, content, and materials, are the property of Suppliers or its suppliers or partners and are protected by copyright and other laws protecting intellectual property and proprietary rights. Customer agrees to comply with all copyright and other notices, legends, or restrictions applicable to any Network Services. Suppliers (including its suppliers and partners) each may have different privacy policies applicable to different Network Services. Such privacy policies inform users of its policies and practices related to the collection, storage, processing, destruction, and other use of Customer’s personal data. Certain of the Network Services track metadata and other statistical and usage data related to Customer’s use of the Network Services (“**Usage Data**”) and provides such data to Suppliers. Suppliers will own and have the right to use Usage Data for any legal purpose. If Customer provides any suggestions, ideas, or feedback to Suppliers (“**Feedback**”), Suppliers will have a royalty-free, worldwide, irrevocable, perpetual license to use such Feedback and incorporate it into or use it to improve Supplier’s software, products, and services.
 - c. Customer also acknowledges and agrees that third parties that provide certain of the Network Services may require compliance with obligations involving confidentiality, liability, and scope of use, as a condition of accessing their information and/or networks. Customer agrees to comply with any such obligations.
9. **Inspection.** [Partner Name] and/or Suppliers shall retain the right to confirm that Customer has complied, and is complying, with its obligations under this Connectivity Addendum. Suppliers and Customer will mutually agree upon the best way to provide Suppliers with the information that it needs and will be done in a manner to lessen any impact on Customer’s business operations.
10. **Termination, Suspension, and Breach.** Customer may terminate access to the Network Services and this Connectivity Addendum by providing not less than thirty (30) calendar days’ written notice to [Partner Name]. Access to the Network Services will terminate on the final calendar day of the month following the month in which the notice is provided. Expiration or termination of the Agreement will also terminate this Connectivity Addendum, effective as of the date of such expiration or termination. If Customer or any end user continues to access or use the Network Services after providing notice of termination, the terms and conditions of this Connectivity Addendum shall continue to govern such access and use. In the event of any breach of this Connectivity Addendum by Customer, [Partner Name] and/or Suppliers may, in their sole discretion and without prior notice, suspend, modify, disable, or terminate Customer’s access to the Network Services, or any portion thereof. Upon any termination, Customer will no longer have authorized access to the Network Services. [Partner Name] and Suppliers further reserve the right to pursue all available legal remedies for any breach, including but not limited to seeking damages, injunctive relief, or requiring termination or suspension of Customer’s access to the Network Services.
11. **Customer Remedies, Indemnities, Liabilities, and Disclaimers.**
 - a. The remedies set forth in this Connectivity Addendum constitute the sole and exclusive remedies for Customer at law and in equity as related to the Network Services.

- b. THE NETWORK SERVICES, AND ACCESS THERETO, ARE PROVIDED “AS IS” AND “AS-AVAILABLE” WITH ALL FAULTS, AND WITHOUT WARRANTIES OF ANY KIND. [PARTNER NAME], ITS SUPPLIERS, AND ITS AND THEIR AFFILIATES, VENDORS, AND LICENSORS DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY OF INFORMATION, AND TITLE/NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY [PARTNER NAME] OR ITS AUTHORIZED REPRESENTATIVES WILL CREATE ANY OTHER WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF [PARTNER NAME]’S OR ITS SUPPLIER’S OBLIGATIONS HEREUNDER. THE NETWORK SERVICES MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. CUSTOMER ACKNOWLEDGES AND AGREES THAT [PARTNER NAME], ITS SUPPLIERS, AND ITS AND THEIR AFFILIATES, VENDORS, AND LICENSORS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT, WITHOUT LIMITATION: (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE OR (II) UNAUTHORIZED USERS (*E.G.*, HACKERS), MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE CUSTOMER’S DATA, WEBSITES, COMPUTERS, OR NETWORKS. [PARTNER NAME] WILL NOT BE RESPONSIBLE FOR SUCH ACTIVITIES. CUSTOMER IS RESPONSIBLE FOR PRESERVING AND MAKING ADEQUATE BACKUPS OF ITS DATA. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ADDENDUM, THE NETWORK SERVICES ARE NOT INTENDED TO SUBSTITUTE FOR THE FUNCTION OR SERVICES OF PROPERLY TRAINED AND LICENSED INDIVIDUALS, INCLUDING WITHOUT LIMITATION THERAPISTS OR OTHER CLINICIANS. [PARTNER NAME] IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS, OR ANY OTHER INFORMATION OR SERVICES THAT ANY PATIENT OR OTHER INDIVIDUAL MAY OBTAIN OR RECEIVE; BILLING, CODING, OR CLAIMS ACTIVITIES CONDUCTED BY CUSTOMER; OR FOR THE ACCURACY, COMPLETENESS, OR SUITABILITY OF ANY DATA, INFORMATION, OR OTHER CONTENT USED OR RECEIVED IN CONNECTION WITH THE NETWORK SERVICES. THE NETWORK SERVICES ARE NOT INTENDED TO BE USED IN A MANNER THAT CONSTITUTES MEDICAL DEVICE.
- c. Customer will indemnify, defend and hold [Partner Name], Suppliers, and its and their respective affiliates, officers, directors, employees, and agents (including any other Carequality or any other implementer and QHIN or any other QHIN participant) harmless from and against any third party claim, cost, or liability including, without limitation, reasonable attorneys’ fees arising out of or relating to: (a) any electronic records Customer creates, transmits, or displays in connection with improper or errant use, or misuse of the Network Services; (b) any unauthorized or errant use of the Cloud Fax Services by Customer; (c) Customer’s violation of or alleged violation of any applicable laws or regulations with respect to the Cloud Fax Services, or any claims that Customer’s use of the Cloud Fax Services infringed or violated the rights of any third party (including those claims relating to the content transmitted through the Cloud Fax Services through Customer’s account or Suppliers’ use of distribution lists on behalf of Customer or any person or entity accessing the Cloud Fax Services through Customer’s account), claims relating to the transmission of unsolicited documents, or the attempted transmission of a document to a residence telephone or for any errors in data or distribution information provided by Customer or any person or entity accessing the Cloud Fax Services through Customer’s account; (d) any breach of the terms and conditions set forth in this Connectivity Addendum; (e) any unlicensed or unlawful use of the Network Services; (f) any unauthorized use, disclosure, reverse engineering, sublicensing of [Partner Name]’s or Suppliers’ intellectual property rights; (g) the negligence, fraud or willful misconduct of Customer, including, without limitation any of Customer’s end users, and (h) any act or omission that, if true, would constitute a breach by Customer or any of Customer’s representations, warranties or covenants set forth in the Carequality Connection Terms or the QHIN Subparticipant Terms of Participation. Customer may not settle or compromise any such matter without the prior written consent of [Partner Name] and Suppliers.
- d. Customer agrees any misuse, unauthorized use, or violation of the terms and conditions of this Addendum, including the Carequality Connection Terms, and the Subparticipant Terms of Participation by Customer, its end users or representatives, if applicable, will constitute a material breach. In the event of such a breach, [Partner Name] and Suppliers reserve the right to pursue all available legal remedies, including but not limited to, seeking damages, injunctive relief, and require the termination of the Network Services provisioned as set forth herein.

- e. NEITHER [PARTNER NAME] NOR ITS AFFILIATES, VENDORS, AND LICENSORS WILL HAVE ANY LIABILITY TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, SALES, TRADING LOSSES, BUSINESS, DATA, OR OTHER INCIDENTAL, CONSEQUENTIAL, OR SPECIAL LOSS OR DAMAGE (INCLUDING, BUT NOT LIMITED TO, EXEMPLARY AND PUNITIVE DAMAGES) OF ANY KIND OR NATURE RESULTING FROM OR ARISING OUT OF CUSTOMER'S USE OF, OR ACCESS TO, THE NETWORK SERVICES, OR IN ANY OTHER WAY RELATING TO THIS CONNECTIVITY ADDENDUM, INCLUDING, BUT NOT LIMITED TO, USE OF (OR INABILITY TO USE) THE NETWORK SERVICES, OR THE PERFORMANCE OF THE NETWORK SERVICES.
 - f. THE TOTAL LIABILITY OF [PARTNER NAME] AND ITS SUPPLIERS, VENDORS, AND LICENSORS TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF OR RELATING TO THE NETWORK SERVICES, OR THIS CONNECTIVITY ADDENDUM, IN CONNECTION WITH ANY CLAIM OR TYPE OF DAMAGE (WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE) WILL NOT EXCEED THE GREATER OF: (A) THE TOTAL FEES PAID BY CUSTOMER RELATED TO ITS ACCESS TO, AND USE OF, THE NETWORK SERVICES DURING THE ONE (1) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY, OR (B) ONE THOUSAND DOLLARS (\$1,000). THIS LIMITATION OF LIABILITY WILL APPLY EVEN IF THE EXPRESS WARRANTIES SET FORTH ABOVE FAIL OF THEIR ESSENTIAL PURPOSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS ADDENDUM, ANY LIABILITY OF [PARTNER NAME] TO CUSTOMER WILL BE LIMITED TO ONE OR A COMBINATION OF THE FOLLOWING OPTIONS, CHOSEN SOLELY BY [PARTNER NAME]: (A) REPERFORMANCE OF THE [PARTNER NAME] OBLIGATIONS; OR (B) REFUNDING TO CUSTOMER OF AN AMOUNT NOT TO EXCEED THE ONE (1) MONTH AVERAGE FEES PAID BY CUSTOMER TO [PARTNER NAME] HEREUNDER TAKEN OVER THE TWELVE (12) MONTHS PRECEDING THE MONTH IN WHICH THE DAMAGE OR INJURY IS ALLEGED TO HAVE OCCURRED, OR, IF THIS ADDENDUM HAVE NOT BEEN IN EFFECT FOR TWELVE (12) MONTHS PRECEDING SUCH DATE, THEN OVER SUCH FEWER NUMBER OF PRECEDING MONTHS THAT THIS ADDENDUM HAS BEEN IN EFFECT.
12. **Changes to Terms.** The terms and conditions set forth in this Connectivity Addendum may be updated from time to time. Customer may be notified of such changes by email and/or [Partner Name] may require Customer to accept the new version of this Connectivity Addendum in order to continue accessing the Network Services. If Customer objects to any changes in this Connectivity Addendum, Customer sole remedy is for Customer to discontinue its use of the Network Services.
13. **General.** Except as expressly provided herein, Customer may not modify, copy, distribute, broadcast, transmit, reproduce, publish, license, transfer, sell, mirror, frame, deep link, or otherwise use any information or material obtained from or through the Network Services without the prior written permission of the material's owner. As a condition of Customer's use of the Network Services, Customer warrants that Customer will not use Network Services for any purpose that is unlawful, unauthorized, or inconsistent with this Connectivity Addendum (including any additional terms required by any applicable Network Services), and Customer agrees that the license to use Network Services will terminate immediately upon any violation of this warranty. [Partner Name] and Suppliers shall not be liable for delays in performance under this Connectivity Addendum or for failure to perform hereunder by reason of any third party's failure to provide the data or information necessary for complete and proper access to, and transmission of, the Network Services. No action regardless of form, arising out of, or related to, this Connectivity Addendum, may be brought more than one (1) year after the event giving rise to the cause of action. Customer acknowledges and agrees that Suppliers is an express third-party beneficiary to this Addendum. Except for Suppliers, there are no other third-party beneficiaries to this Addendum.
14. **Survival.** Section 1 (Incorporation of Agreement), Section 7 (Sales Contract and Ordering) (with respect to payment obligations incurred by Customer through the effective date of termination of this Connectivity Addendum), Section 8 (Proprietary Rights and Confidentiality), Section 8 (Termination), Section 11 (Remedies, Indemnities, Liabilities, and Disclaimers), and this Section 14 (Survival) of this Connectivity Addendum shall survive any termination of this Connectivity Addendum.

Exhibit 1 – Additional Required Terms for Certain Network Services

The following terms will apply if Customer has access to the applicable Suppliers Service that such terms apply to.

1. Carequality Frameworks Terms.

Customer's use of, and connection to, the Carequality Interoperability Framework is subject to the Carequality Connected Agreement – Carequality Connection Terms approved, provided by and updated from time to time by Carequality ("CCT"). The CCT is incorporated herein by reference and form an integral part of this Connectivity Addendum. The CCT is accessible at [Carequality-Connected-Agreement-Exhibit-1-FINAL-6-2-2022.pdf](#) or such other link as may be provided. By typing "I AGREE" on the next screen, Customer agrees to be bound by the CCT, as approved, provided, and updated from time to time by Carequality. Customer's use of, and connection to, the Carequality Interoperability Framework is subject to the CCT Terms. Customer hereby confirms that Customer has reviewed and understands its obligations under the CCT, as updated from time to time. Customer shall only submit queries to or via the Carequality Interoperability Framework for the exchange purposes and permitted uses as approved. As Carequality updates its CCT, Customer will either be provided new CCT terms directly or via a link to the Carequality.org website (or such other site) hosting new CCT terms via email. Customer agrees that the act of sending an email with new CCT terms and continued usage of the Carequality Interoperability Framework constitutes Customer's acceptance of the new CCT, and such new CCT will become part of this Connectivity Addendum.

2. Qualified Health Information Designated Network.

Customer's use of, and connection to, the Qualified Health Information Designated Network ("QHIN") is subject to the Subparticipant Terms of Participation ("ToP") approved and governed by the QHIN's Designated Network Governance Body, approved by the Recognized Coordinating Entity ("RCE"). The ToP is incorporated herein by reference and form an integral part of this Connectivity Addendum. The ToP is accessible at [\[insert direct URL\]](#). Customer must execute the ToP via wet signature or electronic signature (e.g., DocuSign, Adobe Sign, or similar e-signature platform) prior to accessing or using the QHIN services. Customer agrees to be bound by the ToP, as approved and governed by the QHIN Designated Network Governance Body and the RCE. Customer's use of, and connection to, the QHIN is subject to the ToP. Customer hereby confirms that Customer has reviewed and understands its obligations under the ToP, as updated from time to time. Customer shall only use the QHIN in accordance with the ToP and submit queries to or via the QHIN for the exchange purposes and permitted uses as approved. As the QHIN or the RCE provides updated Subparticipant Terms of Participation, Customer must either (a) execute the updated ToP via wet signature or electronic signature, or (b) provide an electronic audit trail of acknowledgment or electronic or written confirmation of compliance with the updated or amended ToP. If Customer does not provide confirmation and continues to use the QHIN, Customer's use shall constitute Customer's acceptance of the new ToP, and such new ToP will become part of this Connectivity Addendum.

3. Cloud Fax Services.

- a. Services.
 - i. If applicable, Customer will be provided access to the Suppliers subscription-based cloud fax services ("Cloud Fax Services") subject to the terms of this Connectivity Addendum.
 - ii. Cloud Fax Services will begin on the date they are provisioned to Customer (such date being the "Service Commencement Date"). Cloud Fax Services will be provided to Customer in accordance with Customer's instructions that are properly formatted and transmitted by Customer in accordance with Suppliers' then current published documentation.
- b. Compliance.
 - i. Customer acknowledges that [Partner Name] and Suppliers have no control over the content of information provided by Customer or any of its end users and transmitted through the Cloud Fax Services and that neither [Partner Name] nor Suppliers examines the use to which Customer or any of its users puts the Cloud Fax Services or the nature of the information Customer or any of its end users send or receive. Customer and its end users must not transmit content through use of the Cloud Fax Services that infringes any third party's Intellectual Property Rights or that is unlawful, threatening, abusive, harassing, libelous, deceptive, fraudulent, invasive of another's privacy, vulgar, obscene or otherwise contains objectionable material of any kind or nature. Customer is responsible for ensuring and maintaining the confidentiality of, and shall not transfer sell or assign, access numbers, passwords

- and usernames provided by Suppliers. It is the sole responsibility of Customer to ensure that the Cloud Fax Services are used in accordance with all applicable local, state/provincial, federal and foreign laws and regulations, including the HITECH Act and HIPAA, and including, laws and regulations pertaining to telemarketing, facsimile advertising, commercial e-mail, personal data privacy and export control. Breach of this Section is grounds for immediate suspension of the Cloud Fax Services and termination of the Connectivity Addendum. Compliance with this Section requires, among other things, that all messages sent utilizing the Cloud Fax Services, in whatever medium, contain the valid name and required contact information for Customer and its end users, and that Customer and its end users shall comply [Partner Name]ly with any “do not call” or “do not send” request. Customer further acknowledges, and notwithstanding confidentiality provisions herein, that [Partner Name] and Suppliers may disclose usage information about use of Cloud Fax Services to satisfy any law, regulation, government agency request, court order, search warrant, subpoena or other legal process, including but not limited to [Partner Name]’s or Supplier’s requirement to comply with the laws and statutes of HIPAA and the HITECH Act.
- ii. In the event the Cloud Fax Services are used to conduct telemarketing activities or disseminate materials offering the availability of goods or products or services, Customer, specifically warrants: (i) that it will undertake all required actions necessary to comply with applicable federal, state/provincial or foreign “Do Not Call” and telemarketing registration statutes and regulations and (ii) the Cloud Fax Services will not be used in a manner which results in a violation of any applicable laws or regulations with respect to such Cloud Fax Services.
 - iii. Where Suppliers provides assigned telephone and/or facsimile numbers for processing opt-out requests, such numbers and any associated automated functions are provided merely as an administrative convenience to Customer and that the processing of such opt-out requests is Customer’s responsibility. Supplier disclaims all responsibility for and authority over, the receipt and processing of any opt-out requests.
- c. Disclaimers.
- In addition to the disclaimers and limitations of liability set forth in this Connectivity Addendum (all of which apply to the Cloud Fax Services), the following disclaimers apply to the Cloud Fax Services and Customer’s use thereof.
- i. THE CLOUD FAX SERVICES RELY ON THE INTEROPERABILITY OF THE CLOUD FAX SERVICES WITH THE NETWORKS OF THIRD PARTIES, PUBLIC SWITCHED TELEPHONY NETWORKS, INTERNET ACCESS PROVIDERS, INTERNATIONAL SATELLITE SERVICES AND OTHER COMMUNICATIONS FACILITIES AND CAPABILITIES MAINTAINED BY PERSONS OUTSIDE OF [PARTNER NAME]’S SUPPLIER’S OR [PARTNER NAME]’S CONTROL. SUPPLIER AND [PARTNER NAME] CANNOT GUARANTEE THAT THE CLOUD FAX SERVICES WILL BE AVAILABLE AT ALL TIMES, THAT THE CLOUD FAX SERVICES WILL BE FREE FROM ERRORS, THAT ITS NETWORKS WILL BE COMPLETELY SECURE, OR THAT THE CLOUD FAX SERVICES WILL BE FIT FOR THE PURPOSE INTENDED BY [PARTNER NAME] THERAPY. SUPPLIER AND [PARTNER NAME] SHALL HAVE NO OBLIGATION, HOWEVER, IN RESPECT OF ANY INTERRUPTION OR DEFECTS IN THE CLOUD FAX SERVICES (I) CAUSED BY FACTORS OUTSIDE OF [PARTNER NAME] SUPPLIER’S REASONABLE CONTROL; (II) THAT RESULTED FROM ANY ACTIONS OR INACTIONS OF CUSTOMER OR ITS END USERS OR ANY OTHER THIRD PARTIES; OR (III) THAT RESULTED FROM ANY EQUIPMENT NOT WITHIN THE SOLE CONTROL OF [PARTNER NAME] SUPPLIERS.
 - ii. ALL CLOUD FAX SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND [PARTNER NAME] AND SUPPLIER SHALL NOT HAVE ANY LIABILITY TO ANY PARTY, INCLUDING BUT NOT LIMITED TO CUSTOMER, FOR THE CONTENT OF INFORMATION TRANSMITTED THROUGH THE CLOUD FAX SERVICES. [PARTNER NAME] AND SUPPLIER DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES OR COVENANTS, WHETHER EXPRESS OR IMPLIED, RELATING TO THE CLOUD FAX SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT REGARDING THE CLOUD FAX SERVICES. WITHOUT LIMITING THE FOREGOING, SUPPLIER AND [PARTNER NAME] MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE

USE OF THE CLOUD FAX SERVICES, AND ANY MATERIAL, AND/OR DATA DOWNLOADED, UPLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE CLOUD FAX SERVICES IS AT CUSTOMER'S AND THE END USER'S OWN DISCRETION AND RISK. SUPPLIER AND [PARTNER NAME] ALSO DOES NOT MAKE ANY WARRANTY OR GUARANTEE FOR ANY PRODUCTS OR SERVICES PROVIDED BY VENDORS SUGGESTED BY SUPPLIER. THE TOTAL LIABILITY TO CUSTOMER FOR DAMAGES ARISING OUT OF OR RELATING TO THE CLOUD FAX SERVICES, REGARDLESS OF THE FORM OF ACTION, IS LIMITED TO AN AMOUNT EQUIVALENT TO THE CHARGES (CALCULATED ON A PRO-RATED BASIS FOR ADVANCED PAYMENTS OF ALL CHARGES) PAID BY CUSTOMER FOR THE CLOUD FAX SERVICE DURING THE ONE (1) MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE OF EVENT, ACT OR OMISSION GIVING RISE TO THE LIABILITY.