

Additional Terms and Conditions for Excellian Access

The following terms and conditions apply with respect to any access under a Remote Access Agreement or System Access Agreement with Allina to any information system included within Allina's Excellian automated medical record and revenue cycle information system, including but not limited to systems licensed by Epic Systems Corporation (collectively, the "Excellian system"):

1. The Excellian system is a sophisticated tool that can assist Practice but it is not a substitute for competent human intervention and discretionary thinking. Therefore, Practice agrees that Practice will, and that it will require its Providers, directors, officers, employees, agents and representatives ("Practice Personnel") to, do each of the following:

1.1 Verify the critical outputs of the Excellian system, following generally accepted standards of medical practice (The term "critical outputs" means outputs, including without limitation output in the form of data, that Practice knows or should know has potential for negative impact on patient care);

1.2 Not rely solely on the Excellian system for data that is known or should be known as having potential for negative impact on patient care (For example, a Practice employee must verify allergies, current medications, relevant histories and problems with the patient to the extent consistent with accepted standards of medical practice);

1.3 Not rely on the Excellian system as the sole means of communicating life threatening or critically important results, such as lab, pathology or radiology results, to the extent consistent with accepted standards of medical practice;

1.4 Be vigilant in reporting any program errors or suspected program errors discovered in the course of using the Excellian system, which will include, without limitation, reporting immediately to Allina, and all Practice Personnel who could reasonably be affected by such problem, any problems with the Excellian system that have been discovered or reported within Practice and that Practice or any Practice Personnel independently knew or should have known would likely adversely affect patient care;

1.5 Test the Excellian system in Practice environment before use, which will include, without limitation, reasonable testing of all critical areas in the Excellian system before Practice releases it and refraining from using it until Practice has reasonably confirmed its accuracy; and

1.6 Use the Excellian system only in accordance with applicable standards of good clinical practice.

2. Practice understands and agrees that the Excellian system contains certain confidential information of Epic and other third parties that is protected by operation of law and Allina's agreement with them. Consistent with that understanding, and to protect

Epic's and such other third parties' rights, Practice agrees that it will, and that it will require Practice Personnel, to:

2.1 Maintain in confidence any proprietary and confidential information of Epic and such third parties that is contained in the Excellian system,

2.2 Permit access to the Excellian system and the Information only by employees who need such access as part of their job responsibilities to Practice and who have been informed of Practice's obligation to keep Epic confidential information (or generically any vendor's confidential information) confidential and that it is Practice's policy to keep all such information confidential.;

2.3 Notify Allina promptly and fully in writing of any person, corporation or other entity that is known to have copied or obtained possession of or access to any of the Excellian system without Allina's authorization.

3. Practice will not, and will not permit Practice Personnel to, do any of the following

3.1 Copy or duplicate by any means the Excellian system or any part thereof;

3.2 Reverse engineer any of the Excellian system or any part thereof;

3.3 Remove the copyright notice screen from any copy of the Excellian system so that the copyright notice is not displayed to each user upon logon; or

3.4 Permit any third party to access or make modifications to the Excellian system or the Information, or to receive the Support Services, without the prior written consent of Allina.

4. Practice will, and will require Practice Personnel to, use third party products included in the Excellian system only in accordance any provisions in the User Documentation setting forth the permitted or licensed use of such third party products.

5. Any party that provides assistance to Allina or any practice under contract with Allina with respect to use or implementation of the Excellian system, and any employee of such party that has access to the Excellian system, shall not develop, design or enhance any software product that has or is intended to have a similar purpose to or overlapping functionality with, or that competes with, or is intended to compete with, any software product offered by Epic Systems Corporation now or in the future.

6. No party will seek to obtain or exercise any right of access to the Excellian system under a System Access Agreement or Remote Access Agreement with Allina if that party licenses software to health care facilities, unless that party has first made that licensing activity known to Allina and obtained Allina's express written consent to such access.