

DATA SHARING AGREEMENT

This Data Sharing (“**Agreement**”) is made and entered into as of _____, (the “**Effective Date**”) by and between _____ (“**Participant**”), with its principal offices at _____, and Hoag Memorial Hospital Presbyterian on behalf of itself and its affiliates (“**Hoag**”), with its principal offices at One Hoag Drive, Newport Beach, California 92658. Participant and Hoag are collectively referred to herein as the “**Parties**,” and each of Participant and Hoag is referred to as a “**Party**.”

RECITALS

WHEREAS, pursuant to the terms of an arrangement between Participant and Hoag (the “**Agreement**”), Participant provides health care services at Hoag (the “**Services**”);

WHEREAS, in order to provide the Services, Participant requests that Hoag grant to Participant a license to remotely access and use Hoag’s protected health information (“**PHI**”) and other confidential information relating to the Services provided by Participant (the “**Confidential Information**”); and

WHEREAS, Hoag wishes to preserve the confidentiality and prevent the unauthorized disclosure and use of any Confidential Information disclosed by Hoag to Participant, and is willing to provide such license to access Confidential Information to Participant in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the covenants herein contained, the Parties agree as follows:

AGREEMENT

1. ACCESS TO SOFTWARE. Hoag grants Participant and its Users (as defined herein) a non-exclusive, as-is, as-available, non-transferable license during the term of this Agreement to remotely access and use software containing Hoag’s Confidential Information (the “**Software**”), furnished and hosted by Epic Systems Corporation (“**Epic**”), for the sole purpose of providing the Services. The Software may include access to Hoag EpicCare Link or Epic TapestryLink. For purposes of this Agreement, “**Users**” means Participant’s employees having appropriate need consistent with all applicable laws and regulations to use the Software. Participant is responsible for all actions of its Users, including, but not limited to, ensuring Users comply with all relevant terms of this Agreement. Participant is solely responsible for all telecommunication or internet connections required to use the Software, as well as all hardware and software at Participant’s site. Participant’s access to the Software or Confidential Information does not, in any way, create an ownership right of Participant or any of its Users in the Software or Confidential Information.

2. SITE ADMINISTRATOR. Participant shall designate a Site Administrator who shall be responsible for managing Participant and its User’s access to the Software. Participant shall submit a Site Administrator Agreement in the form attached hereto as **Exhibit A**.

3. CREDENTIALS. Hoag may issue Participant and its Users credentials (e.g., usernames and passwords) for use of the Software. Participant is solely responsible for ensuring the security of the credentials and all actions made using the credentials. Participant shall ensure all information furnished to Hoag in connection with furnishing the credentials is true and accurate. Participant shall notify Hoag the same business day if a User has experienced a suspension or termination from Participant, so that Software access may be immediately terminated. Participant shall notify Hoag of the need to change the User's access to the Software within five (5) days after any changes in roles or job functions of the User.

4. SECURITY OF CONFIDENTIAL INFORMATION. Participant will implement both physical and logical security procedures and protocols to: (i) prevent use of the Software by a non-User; (ii) ensure all use by Users are in compliance with this Agreement; (iii) ensure that all Users are trained on the appropriate uses and disclosures of Confidential Information under applicable federal and state laws; and (iv) ensure the Software is not modified in any way. Participant shall ensure that all Users complete a Data Access and Acceptable Use Agreement for Non-Hoag Workforce Members prior to accessing the Software.

5. SUSPENSION. Hoag reserves the right to monitor, log review and/or audit all data access and use of the Software. Hoag may, in its sole discretion, without prior notice, suspend or limit Participant's or a User's use of the Software to: (i) protect Hoag from liability; (ii) comply with applicable laws; (iii) protect the integrity and operation of Hoag systems and data; (iv) address a breach of this Agreement; or (v) permit Epic to exercise its suspension rights to the Software. Hoag will reinstate access once the cause of suspension is resolved.

6. SUPPORT AND MAINTENANCE. Consistent with its then current generally applicable practices, Hoag will provide Participant with reasonable support and maintenance for the Software.

7. DISCLOSURE TO PARTICIPANT'S AGENTS.

7.1 The Parties acknowledge that Participant may enter into a separate services agreement and business associate agreement (collectively, the "**Third Party Agreement**") with a third party (the "**Company**"), under which Company is to provide identified business services to Participant as outlined therein (the "**Company Services**"). In the event that Participant wishes to provide the Company with access to the Software in order for the Company to provide Company Services to Participant, Participant shall complete the Third Party Service Participant Information Sheet attached hereto as **Exhibit B**. Participant authorizes access to and disclosure of Confidential Information to Company as outlined in **Exhibit B**, and Hoag agrees to make such disclosure of Confidential Information to the Company by providing access to the Software. For the avoidance of doubt, the Company is not a third party beneficiary of the Agreement or this Amendment and has no rights hereunder. As a condition to accessing the Software or the Confidential Information, the Company shall execute Hoag's Third Party Service Participant Data Sharing Agreement.

7.2 Participant represents and warrants the following to Hoag: (i) Company and Participant have entered into a Third Party Agreement; (ii) the Third Party Agreement remains in place with the Company; and (iii) access and use to Hoag's Software and Confidential Information

is necessary to enable the Company to provide the Company Services to Participant, including but not limited to patient billing, medical record transcription, case documentation, and other related services. Participant further agrees to require Company to execute Hoag's Third Party Service Participant Data Sharing Agreement prior to allowing Company to access Hoag's Software.

7.3 Hoag may issue the Company and its users credentials (e.g., usernames and passwords) for use of the Software. Participant is solely responsible for ensuring the Company maintains security of the credentials and all actions made using the credentials. Participant shall ensure all information furnished to Hoag in connection with furnishing the credentials to the Company is true and accurate.

7.4 Notice of Changes. Participant agrees to notify Hoag in writing no fewer than sixty (60) days prior to termination of the Third Party Agreement with Company. If Participant is not able to provide such prior written notice, then Participant shall notify Hoag of the termination of the Third Party Agreement no later than three (3) calendar days after the effective termination date. If Participant intends to replace Company and enter into a contract with a new third party service Participant, Participant shall notify Hoag in writing no later than ninety (90) days prior to entering into the agreement with the new third party service Participant.

8. BREACH NOTIFICATION. Participant agrees to notify Hoag within twenty-four (24) hours of the following events: the Participant or one of its User's inappropriately accesses the Software or any Confidential Information; a User's use of the Software to acquire, access, view, use, or disclose any Confidential Information for a purpose not permitted by law or this Agreement; an unauthorized use or disclosure of Confidential Information; any non-compliance of this Agreement by a User; or any loss, theft, or breach of devices that are used to access the Software or that host any Confidential Information. Upon receipt of notice of any of the events described herein, Hoag may immediately suspend a User or Participant's access to the Software or Confidential Information. Participant shall assist Hoag in any investigation into the events described herein.

9. TERM AND TERMINATION. The term of this Agreement will be co-extensive with the Agreement. In addition to the termination rights in the Agreement, Hoag may terminate this Agreement and the license granted herein in the event: (i) the performance of the Services no longer require access to the Software; (ii) Participant's breach of this Agreement and failure to cure within ten (10) days of notice from Hoag; or (iii) Hoag's contract with Epic for provision of the Software terminates.

10. INDEMNIFICATION. In addition to and cumulative of the indemnity obligations in the Agreement, Participant will defend, indemnify, and hold harmless Hoag and its directors, officers, agents, employees, vendors, licensors, and successors in interest from and against any claim, action, proceeding, liability, loss, damage, fine, sanction, cost, or expense, including, without limitation, attorneys' fees, experts' fees and court costs, arising out of any claim by a third party relating to Participant's breach of this Agreement (collectively, "**Claim(s)**"), including the payment of all amounts that a court or arbitrator awards or agreed to in settlement of any Claim(s) as well as any and all reasonable expenses or charges as they are incurred by Hoag or any other party indemnified under this Section in cooperating in the defense of any Claim(s). Participant

shall: (i) give Hoag prompt written notice of such Claim(s); and (ii) allow Hoag to control, and fully cooperate with Hoag in the defense and all related negotiations.

11. HOAG DISCLAIMER. THE SOFTWARE IS PROVIDED ENTIRELY “AS IS” AND “AS-AVAILABLE,” WITH ALL FAULTS, AND WITHOUT WARRANTIES OF ANY KIND. HOAG AND ITS 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 HOAG OR ITS AUTHORIZED REPRESENTATIVES WILL CREATE ANY WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF HOAG’S OBLIGATIONS UNDER THIS AGREEMENT. THE SOFTWARE IS USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. PARTICIPANT ACKNOWLEDGES AND AGREES THAT HOAG AND ITS VENDORS AND LICENSORS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT: (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (II) UNAUTHORIZED THIRD PARTIES (E.G., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE COMPANY DATA, COMPUTERS, OR NETWORKS. HOAG WILL NOT BE RESPONSIBLE FOR SUCH ACTIVITIES.

12. MISCELLANEOUS. Except as expressly set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect and nothing in this Agreement shall be deemed to waive or modify any of the provisions of the Agreement; provided, however, in the event of any express conflict between the terms of this Agreement and the Agreement, the terms of this Agreement shall control. This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings, whether written or oral. No amendment of this Agreement shall be binding unless in a signed writing executed by both Parties. This Agreement may be executed in two counterparts, each of which shall be considered an original and both of which together shall constitute one agreement. Any notice under this Agreement will be deemed to have been duly given when sent to the other party’s address first above written: (i) upon receipt, if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested; or (ii) when delivered, if delivered personally or sent by express courier service. Notices to a Party shall be sent to the address indicated in the introductory paragraph of this Agreement. A Party may change its address by giving written notice to the other Party in accordance with this Section 12. This Agreement shall be binding on the Parties and inure to their respective successors and permitted assigns. Neither Party may assign this Agreement or any of their rights or obligations hereunder to a third party without the prior written consent of the other Party. Any assignment in contravention of this Section 12 is void. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California, without regard to conflicts of law principles. If any provision of this Agreement is deemed invalid or otherwise unenforceable, its invalidity shall not affect the other provisions of this Agreement. If any provision of this Agreement does not comply with any applicable law, ordinance or regulation, such provision shall, to the extent possible, be interpreted in such a manner as to comply with such law, ordinance or regulation and to give effect to the original intention of the Parties as nearly as possible in accordance therewith.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

**HOAG MEMORIAL HOSPITAL
PRESBYTERIAN**

INSERT PARTICIPANT NAME

Signature: _____ Signature: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____