

CARE360 PHYSICIAN PORTAL USER AGREEMENT

This is an agreement ("Agreement") between Quest Diagnostics company ("We", "Us" or "Our"), and the individual or group medical practice/entity executing this Agreement ("You" or "Your"). This Agreement sets forth the rights and obligations of both parties with respect to Your use of the Care360 Physician Portal (the "Portal") and the services offered through such Portal ("Services").

1. Access to Services; Changes in Services Offered; Portal Policies.

(a) You and other Authorized Users shall be entitled to access and use the Services provided through the Portal. You shall not permit any person who is not an Authorized User to access or use the Services. "Authorized Users" means You and any of your personnel authorized by You. You may authorize personnel by notifying Us or by utilizing the "Delegated Administration Authority" functionality available through the Portal. Please see Section 5 for a further discussion of Your obligations with respect to Authorized Users.

(b) THE SERVICES AVAILABLE THROUGH THE PORTAL (BASE SERVICES) ARE BEING PROVIDED TO YOU AT NO CHARGE. Additional services are also available through the Portal on a fee for service basis. If you wish to learn more about these additional services, please contact Your sales representative. You are not obligated to utilize any particular Service(s) but by doing so You agree to be bound by the terms and conditions in this Agreement or the Portal Policies (defined in the next paragraph). We reserve the right to add, remove or alter the Services available through the Portal, any such change being effective upon notice to You in accordance with the terms of this Agreement. Certain fee-based services may require You and Authorized Users to execute additional documents with Us or third parties providing these Service(s). To the extent any special terms or conditions of a Service set forth in an additional document conflict with the terms and conditions of the main body of this Agreement, the terms of the additional document shall control.

(c) You agree to abide by all Portal policies and procedures (including, but not limited to the Terms and Conditions of Use of Care360 Lab Orders and Results, attached hereto as Exhibit "A") that may exist from time to time (the "Portal Policies"). Portal Policies may be attached to this Agreement or displayed on the Portal itself. Any future Portal Policies shall be effective as of the date of notice to You.

2. Charges. THE SERVICES PROVIDED THROUGH THE PORTAL ("BASE SERVICES") ARE PROVIDED TO YOU AT NO CHARGE. You are responsible, however, for the cost of all Internet connection charges and all necessary equipment. If You desire to use any of the fee-based Services, We will provide You with descriptions, terms of use and rates for these services in a separate document or exhibit.

3. Term; Termination. This Agreement shall commence upon its execution by You and remain in effect until terminated. Either You or We may terminate this Agreement and Your access to the Portal at any time, with or without cause. If this Agreement terminates for any reason, We will make arrangements for You to receive Your laboratory test results from Quest Diagnostics directly. Upon any termination of this Agreement, when requested, We shall return to You a copy of all patient information You have stored in the repository as part of the Base Services. We will extend the protections of this Agreement to the PHI that We maintain and limit any further uses and disclosures of the PHI to only authorized individuals or entities, as required by HIPAA.

4. Patient Demographic Information. The Portal system uses a matching algorithm ("matching tool") to link patient data and charts for Your patients. You are responsible for the accuracy and consistency of

all patient demographic information (e.g., patient name, social security number, date of birth, gender, address, etc.), whether entered by You or provided through another system. The accuracy and consistency of this information will directly impact how the Portal system will match patient data and charts You create for patients served by Your practice and, if applicable, patient data and charts created by other physicians or providers to whom You or the patient gives access for treatment purposes. If, because of inadequate, inaccurate, or inconsistent data collection and/or data entry, the Portal matching tool produces multiple charts for an individual patient, it is Your responsibility to make the clinical decision whether to merge individual charts by utilizing the end user merge tool function available within the Portal.

5. Your Responsibility For Authorized Users and Security of Your Equipment and Network; Use Restrictions.

(a) All of Your obligations pursuant to this Agreement shall also apply to all Authorized Users. You are responsible for adding or terminating Authorized Users either by notifying us in writing or using the "Delegated Administration Authority" functionality. You have important obligations related to adding and terminating Authorized Users pursuant to Applicable Laws (defined below). Without limiting the foregoing, You should monitor on a regular basis the need to add or terminate Authorized Users or modify access as appropriate for the individual's job function. You will promptly inform Us, in writing, of the need to deactivate an ID or password for an Authorized User due to security concerns or for any other reason (or complete such deactivation on Your own if You are utilizing the Delegated Administration Authority available through the Portal).

(b) You are responsible for the security of Your information system(s), including its network and related equipment and peripherals ("Information System(s)"). Without limiting the preceding sentence, while certain Services may be formatted by Us to function with wireless networks or handheld devices, You agree that it is Your responsibility to comply with all Applicable Laws and ensure adequate security of Your Information System(s). You are responsible for notifying Us, immediately, of any threatened, suspected or actual violation of data security of which You become aware.

(c) You are responsible for obtaining and maintaining all necessary consents, permissions or authorizations, required or advisable in connection with the transmission, storage, retrieval, viewing and/or disclosure of Your patient's PHI through the Portal.

6. HIPAA Provisions. You are a "Covered Entity" as defined by and in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). You and Authorized Users will have the ability to transmit, store, and retrieve certain Protected Health Information through the Portal. In addition, You will have the ability to grant access to information in the repository through the Portal arrangement. You agree to use Patient Data consistent with permitted and required uses under HIPAA and in accordance with other Applicable Laws. You may disclose to Us and We will use, disclose and/or create Protected Health Information (hereinafter called "PHI") on behalf of You for Treatment, Payment, or Your Health Care Operations purposes, as required or as permitted by the Privacy and Security Regulations, and as permitted under the Privacy and Security Regulations. We are acting as Your Business Associate for purposes of compliance with HIPAA and will provide Our services in compliance

with the Privacy and Security requirements of HIPAA. The provisions of this Paragraph will survive any termination of this Agreement.

7. Ownership Rights in or to the Portal. As between You and Us, We own all rights, title, and interest in and to all copyright, trademark, service mark, patent, trade secret, or other intellectual property and proprietary rights worldwide in and to the Portal.

8. Advertisements and Links. The Portal contains advertisements and links to third party services/applications and web sites. Neither the advertisers, nor any third party Service providers or web sites, are under Our control and We are not responsible for any such parties' products or services, or the content of any third party web site, or any link contained in a third party web site. Any of Your dealings with any advertiser, third party web site or any other third party is solely between You and such advertiser, third party web site or other third party.

9. Disclaimer. We do not and will not provide medical information, advice or services to You or Your patients. The content available through the Portal (other than laboratory test results from Us or third parties) is solely for informational and educational purposes and is not a substitute for professional judgment of healthcare providers in diagnosing and treating patients. *The Portal and Services provided through the Portal are provided "as is" without warranty of any kind, except as otherwise expressly provided herein. We disclaim all warranties and conditions with regard to the Portal and the Services, including all implied warranties and conditions of merchantability and fitness for a particular purpose. This also applies to demographic information services We provide (referred to as "bridging").* We cannot guarantee that Your access to the Portal or Services will be uninterrupted or error-free.

10. Consequential Damages and Limitation of Liability. *In no event shall We be liable for any indirect, punitive, incidental, special, or consequential damages including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Portal or the Services.* Should We have any liability to You or any third party for any direct loss, harm or damage, You agree that such liability shall under no circumstances exceed the greater of the aggregate amount of the fees You have paid to Us for Services during the twelve months immediately preceding the day the act or omission occurred that gave rise to the claim or Five Thousand (\$5,000.00) Dollars. You understand and acknowledge that absent your agreement to this limitation of liability, We would not

provide You access to the Portal or the Services. **This limitation of liability shall not apply to claims for laboratory testing errors resulting solely from the negligence of Quest Diagnostics.**

11. Miscellaneous. All communications from either party shall be in writing and shall be sent by either email or registered or certified mail, return receipt requested. We may also give notices or other communications by posting, displaying, or providing links to notices or other communications on the Portal. The effective date of any permitted change to the terms of this Agreement, including Portal Policies, shall be the date the applicable email was sent or notice posted on the Portal or, in the case of registered or certified mail, the date of Your receipt of the mail.

You may not assign or otherwise transfer this Agreement to any other person or entity without our written consent.

This Agreement is entered into solely for the benefit of the parties to this Agreement and their affiliates. Nothing in this Agreement shall be construed to create any duty, liability, or benefit to any person or entity not a party to this Agreement.

12. Entire Agreement. Both parties agree that they have read this agreement, and agree to be bound by its terms. Both parties further agree that they have the authority to bind the entire group, practice or entity covered by this Agreement. The parties further agree that this Agreement is the complete and exclusive agreement related to the Portal and Services offered through the Portal, and supersedes any proposal(s), or prior agreement(s), whether written or oral, relating to the subject matter of this Agreement.

13. Compliance with Laws. Each of the parties agrees that it will comply with all applicable laws, rules or regulations ("Applicable Laws"), including, but not limited to, the federal Physician Self-Referral Law, 42 U.S.C. 1395nn, and the regulations promulgated thereunder (together, the "Stark Law"), similar state physician self-referral laws and regulations (together with the Stark Law, the "Self-Referral Laws"), the federal Medicare/Medicaid Anti-kickback Law and regulations promulgated thereunder (the "Federal Anti-kickback Law") and similar state Anti-kickback laws and regulations (together with the Federal Anti-kickback Law, the "Anti-kickback Laws") and HIPAA regulations, including the standard transactions regulations.

This Agreement shall become effective on the date of Your signature below provided You have not made any revisions to the form. Any revisions shall require Our written consent before it is effective. The person signing below on Your behalf attests that he/she is duly authorized to sign and bind You as a party to this Agreement.

(Your Full Legal Entity Name)

By _____

Print Name _____

Title _____

Date: _____

Quest Diagnostics Account Number