

## END USER LICENSE AGREEMENT, NOTICE AND HIPAA BUSINESS ASSOCIATE AGREEMENT

This End User License Agreement, Notice of Privacy Practices and HIPAA Business Associate Agreement (this "Agreement") are by and between INTEGRATED Imaging, LLC d/b/a Lauris Online ("INTEGRATED") and you or your company ("You", "you", or "User"). This Agreement sets out the terms and conditions under which INTEGRATED makes its Lauris Online information, services and products available on this web site (www.laurisonline.com) (the "Website"). For purposes of this Agreement, the term "User" means any person or entity using the Website for any purpose whatsoever including, but not limited to, the posting of information, the viewing, uploading, downloading, printing or re-distribution of any images, data or documents in any manner whatsoever. By accessing this site, the "User" agrees to all the terms and conditions set forth in this Agreement. If User is a company, acceptance of this Agreement by a person on behalf of such company constitutes acceptance by such company, and such person accepting this Agreement on behalf of such company warrants that he or she has the corporate authority to accept the Agreements on behalf of such company, and its employees and affiliates. User hereby acknowledges and agrees that INTEGRATED reserves the right to change the terms and conditions of all agreements, the products, services, prices and programs mentioned on this site at any time, at its sole discretion and without notice. INTEGRATED reserves the right to seek all remedies available to it, by law and in equity, for any violation of the terms and conditions contained herein. All rights not expressly granted herein are herein reserved.

### A. EULA

#### 1. Definitions

"Accounts" means any and all scanned images, forms, data files and related information that may be accessed through this Website. The term "Account" does not include logos, graphics, sounds or images on the Website related to INTEGRATED, which may only be reproduced or distributed with the express written consent of INTEGRATED.

"User" has the meaning given to it at the beginning of this Agreement.

"Appointee" shall have the meaning set forth in Section 4 (Appointment) of this Agreement.

"Website" shall mean the Lauris Online website (domain: www.laurisonline.com) and all related information services and products, including software, necessary to access and use such website.

#### 2. Copyright Notice

© 2021 INTEGRATED Imaging, LLC, 419 Salem Avenue, SW, Roanoke, Virginia 24016, USA. All rights reserved.

The Lauris Online name, all information and materials appearing on this Website, including without limitation any and all web site text, web site layout, web site functionality, web site toolsets and design features, and menus are protected by U.S. and International copyright laws. Ownership of said information and materials ("the INTEGRATED Copyrighted Information") lies exclusively with INTEGRATED and its business affiliates, and except as specifically permitted, no portion of this web site or the INTEGRATED Copyrighted Information may be distributed or reproduced by any means, or in any form, without INTEGRATED's prior written permission.

Accounts have been made available to specified Users of the Website pursuant to agreements between User and any third parties, and with the understanding that such Accounts will be used solely to facilitate their business processes. INTEGRATED assumes no responsibility for the access, reproduction, distribution, modification, use, or disclosure of information in an Account.

In the event that a User of an Account or a User's third party affiliate fails to honor or violates the rights of the owner(s) of the Account or copies, or facilitates the copying of information in said Account in violation of applicable copyright laws, User shall be directly liable to the holder of the copyright for any such information of the Account and shall defend, cover, hold harmless and indemnify INTEGRATED, its officers, directors, employees, agents and subcontractors from and against any claim, demand, expense, loss, or cause of action of or to third parties, including reasonable attorney's fees and costs, arising out of or relating to such conduct. User shall also defend, cover, hold harmless and indemnify INTEGRATED from and against any claim, demand, expense, loss or action of or to third parties, including reasonable attorney's fees and costs, in the event that User fails to honor any other intellectual property rights owned by third parties.

The Lauris Online Website, software and accompanying technical documentation available to download are protected by U.S. and International copyright laws. Use of the Website and software is governed by the terms of this Agreement. If no End User License Agreement accompanies the use of the Website and any related software, the terms of the license agreement that accompanied the original contract will govern. User will not be able to use, download, or install any software or the Website unless User agrees to the terms of this Agreement or any other license agreement as may be indicated in the respective software notices provided with the software.

### **3. License to Use Website**

Subject to compliance with all of the terms and conditions of this Agreement, INTEGRATED grants to User a non-exclusive, non-transferrable, revocable license to access, view, print and distribute any Account's information on the Website, including but not limited to the scanned images, forms, data, files and information of an Account that User is authorized to access, subject to the following terms and conditions:

1. User shall comply with all laws, regulations and customary practices of the jurisdiction in which User resides or conducts business, as well as all applicable state and federal laws and regulations, including, but not limited to, applicable laws governing the access, use, and disclosure of patient information (e.g. HIPAA, 42 CFR part 2, etc)..
2. Access codes, including user names and passwords, are for the benefit of the original recipient of the access codes, shall be kept strictly confidential, and shall not be disclosed to anyone without the express prior written consent of INTEGRATED, except as expressly provided herein. The User may, however, if such access is otherwise authorized and permitted by law, allow access to User's Appointees (as such term is defined below) , to enable access to the User's site for the purpose of working, viewing and printing, in accordance with Section 4 of this Agreement.
3. The delivery of information between User, User's clients, and third party affiliates of User within an Account, or related information to User or any third party recipient in any way from the Website constitutes a non-exclusive limited license to use said Account or related information only for the specific purpose for which the User originally gave such third party access to said Account and its contained information. User recognizes that INTEGRATED has no obligation to monitor Account access or usage by User or third parties provided access to said Accounts. User shall ensure any access to, usage of, or disclosure of, an Account or data contained in an Account is accessed, used and disclosed, in compliance with all applicable laws and regulations.
4. By agreeing to the terms and conditions of this Agreement, User hereby acknowledges that INTEGRATED does not offer or provide professional services relating to the business of User requiring professional certification, and in no way warrants or represents to public or private Users the viability, quality, accuracy or soundness of any Account or other information that may be accessed through the Website. If User requires professional services relating to an individual Account, or other professional assistance, User should consult with the appropriate professional .

5. INTEGRATED shall not be liable for the quality, soundness, accuracy or viability of any information appearing on the Website. User acknowledges and understands that User is responsible for maintaining a current, reliable and adequate data archival and backup system.
6. **The User is responsible for any updates, revisions, addenda, or amendments to the original Account information that may reflect any changes subsequent to activation of the original Account. The User acknowledges that User is responsible for obtaining and updating all Account information at any time, and from time to time. User agrees to hold INTEGRATED harmless and to indemnify INTEGRATED from any claims, damages, losses or expenses whatsoever, including reasonable attorney's fees and costs arising out of or resulting from User's failure to obtain, submit and view all Account documents and data, including but not limited to updates, revisions, addenda or amendments to the original Account information.**

#### **4. Appointees**

User may appoint individuals within your organization or other third parties to use and administer various functions of the Website ("Appointees"), as applicable and as permitted by applicable state and federal laws and regulations. Notwithstanding anything to the contrary set forth in Section 5 (Access Codes) of the Agreement, you may, if applicable, provide to Appointees specific Access Codes for the sole purpose of enabling such Appointee to administer various functions of the Website in accordance with the terms of this Agreement. You are solely responsible for all acts or omissions of Appointees in connection with the Website, regardless of whether INTEGRATED, at User's request, sets up Access Codes for Appointees. You agree to maintain policies and procedures to ensure Appointee's access and use of the Website is in compliance with applicable state and federal laws and regulations. User agrees to hold INTEGRATED harmless and to indemnify INTEGRATED from any claims, damages, losses or expenses whatsoever, including reasonable attorney's fees and costs arising out of or resulting from any actual or alleged unauthorized access, use, or disclosure of information obtained through use of the Website.

#### **5. Access Codes**

To gain access to and use the Website, you will be required to create a log-in ID and password ("Access Code"). You are responsible for all activity occurring under your Access Code, and you must keep your Access Code confidential and not share your Access Code with third parties. INTEGRATED has no obligation or responsibility with regard to your use, distribution, disclosure, or management of Access Code. Notwithstanding the foregoing, INTEGRATED may require you to change your Access Code if such Access Code is inconsistent with the terms of this Agreement or if INTEGRATED determines, in INTEGRATED's sole discretion, that it is advisable to change your Access Code.

#### **6. Warranties and Disclaimers; Liability Limitations**

EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN AN AGREEMENT BETWEEN USER AND INTEGRATED, ALL INFORMATION AND SOFTWARE ON THE WEBSITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

INTEGRATED WILL USE ITS COMMERCIALY REASONABLE EFFORTS TO PROTECT THE PRIVACY AND INTEGRITY OF THE ACCOUNTS, AND TO PROTECT AGAINST THEFT, UNAUTHORIZED REPRODUCTION OR LOSS OF ANY ACCOUNTS THAT USERS ARE UTILIZING; HOWEVER, USERS ACKNOWLEDGE AND AGREE THAT INTEGRATED DOES NOT GIVE ANY WARRANTIES IN THIS RESPECT.

INTEGRATED ASSUMES NO RESPONSIBILITY (1) FOR ERRORS OR OMISSIONS IN THE INFORMATION OR SOFTWARE OR OTHER DOCUMENTS WHICH ARE REFERENCED BY OR LINKED TO THIS WEBSITE OR (2) FOR INTERRUPTIONS IN SERVICE, INCLUDING DOWNTIME OF THE WEBSITE.

NOTWITHSTANDING ANYTHING ELSE HEREIN TO THE CONTRARY AND WITHOUT LIMITING ANY OTHER DISCLAIMERS OR THE LIKE HEREIN, IN NO EVENT SHALL INTEGRATED, ITS OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES OR AGENTS (COLLECTIVELY, "INTEGRATED PERSONS") BE LIABLE FOR ANY DAMAGES OR EXPENSES WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND RELATED TO THE FOLLOWING: (1) RELIANCE ON THE MATERIALS PRESENTED, (2) COSTS OF REPLACEMENT GOODS, (3) UNAUTHORIZED ACCESS, USE, OR DISCLOSURE OF DATA, THEFT OF DATA, LOSS OF USE, LOSS OF DATA, OR LOSS OF PROFITS, (4) DELAYS OR BUSINESS INTERRUPTIONS, (5) USE OR ACCESS BY USER OF THE WEBSITE, INCLUDING WITHOUT LIMITATION THE ACCURACY OR LAWFULNESS OF ANY INFORMATION OR CODING OF INFORMATION ENTERED OR ACCESSED ON THE WEBSITE, INCLUDING WITHOUT LIMITATION, WHETHER SUCH INFORMATION OR CODING COMPLIES WITH APPLICABLE REGULATIONS, (6) ANY FAILURE BY USER OR APPOINTEES TO COMPLY WITH ANY APPLICABLE LAW OR REGULATION, AND (7) ANY THEORY OF LIABILITY, ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THE USE OF ACCOUNTS AND DATA OR INFORMATION OR THE PERFORMANCE OF THIS WEBSITE, IN EACH CASE REGARDLESS OF WHETHER OR NOT INTEGRATED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. USER, INCLUDING ANY APPOINTEES, SHALL HEREBY INDEMNIFY AND HOLD HARMLESS INTEGRATED PERSONS AGAINST ANY SUCH LIABILITIES OR DAMAGES OR CLAIM THEREFOR, INCLUDING ATTORNEY'S FEES AND EXPENSES ASSOCIATED WITH ANY SUCH DAMAGES, EXPENSES OR LIABILITIES OR ANY CLAIM, INVESTIGATION OR LEGAL ACTION REGARDING SAME.

USER ACKNOWLEDGES THAT INTEGRATED IS ACTING SOLELY AS A CONDUIT TO FACILITATE DISTRIBUTION OF THE ACCOUNT AND RELATED INFORMATION BETWEEN THE USER AND THIRD PARTY RECIPIENTS OF THE ACCOUNT. THIS WEBSITE COULD INCLUDE TECHNICAL OR OTHER INACCURACIES. CHANGES ARE PERIODICALLY MADE TO THE INFORMATION HEREIN, HOWEVER, USER HEREBY ACKNOWLEDGES THAT INTEGRATED MAKES NO COMMITMENT AND HAS NO OBLIGATION TO UPDATE MATERIALS ON THIS SITE.

IN THE EVENT THAT ANY PROVISION OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY PROVISION OF THIS SECTION 6, SHALL BE DEEMED UNENFORCEABLE, THE VALIDITY AND ENFORCEABILITY OF THE REMAINING PROVISIONS WILL NOT BE AFFECTED. .

INTEGRATED'S TOTAL CUMULATIVE LIABILITY TO THE USER, FOR ANY REASON, SHALL BE LIMITED TO SOLELY THE AMOUNT OF THE FEE CHARGED FOR THE PARTICULAR UPLOADED DOCUMENT(S) IN QUESTION.

## **7. Products and Services Availability**

The Website can be accessed from countries around the world and may contain references to INTEGRATED services, programs, and products that have not been announced in your country. These references do not imply that INTEGRATED services, programs, or products are available in your country.

INTEGRATED will make commercially reasonable efforts to make sure that the Website is operational and running 24 hours a day, 7 days a week, except during scheduled service maintenance. However, User acknowledges that the Website availability may sometimes be interrupted: weather events (acts of God), hardware and software problems (whether internal to INTEGRATED or third party providers), and software and hardware upgrades, installations and maintenance, as well as many other unforeseen possibilities. INTEGRATED will make commercially reasonable efforts to keep the Website up and running and in the event that the Website is not operational in whole or in part, INTEGRATED will make commercially reasonable efforts

to restore full operation of the Website promptly. USER, HOWEVER, ACKNOWLEDGES THAT INTEGRATED MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING UPTIME OR USER'S ABILITY TO ACCESS AND USE THE WEBSITE, IN NO EVENT SHALL INTEGRATED BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, RESULTING FROM THE LAURIS ONLINE WEBSITE BEING UNACCESSIBLE FOR ANY AMOUNT OF TIME FOR ANY REASON.

## 8. Pricing

User agrees to pay fees and costs for use of the Website in accordance with the Scope of Work executed or to be executed by and between User and INTEGRATED, as such Scope of Work may be modified by written agreement of the parties from time to time. Invoices for use of the Website will be billed to User at the address provided by User, and User agrees to notify INTEGRATED with respect to any changes in the billing address.

Payments are due within 30 days from the date of the invoice. Should User fail to remit payment of any invoice within 30 days of the date of the invoice, INTEGRATED reserves the right to immediately terminate this Agreement and the services provided through the Website. In the event access to the Website is restricted for nonpayment, or this Agreement is terminated for non-payment, User agrees to hold harmless and release INTEGRATED from and against any and all claims, damages, costs, fees, expenses, loss of business or business interruption suffered by User as a result of the restriction of access or termination of this Agreement.

## 9. Submissions

Users of Accounts are provided with access to the Website for the purposes of assembling and uploading images, data and information to a particular Account or Accounts on the Website. It is the sole responsibility of the User to ensure that such submissions are directed to the correct Account(s), the correct area of display and that access codes and passwords are distributed only to appropriate Users and Appointees. INTEGRATED shall not be liable for any errors, omissions, inaccuracies, delays, personnel, software, equipment or communications malfunctions related to the submission or revision of Account information. It is User's responsibility to ensure information that requires special treatment (e.g. psychotherapy notes, substance use information, etc) be maintained, used, and disclosed, in accordance with applicable federal and state law. INTEGRATED will work cooperatively with User utilizing commercially reasonable efforts toward effecting any such special treatment, however, INTEGRATED makes no representations or warranties regarding the treatment of this information and will have no liability related to the access, use, or disclosure of such information.

INTEGRATED may, but is not obligated to, review or monitor areas on the Website where Users may transmit or post communications, including message bulletin boards, chat rooms, and user forums. INTEGRATED is not responsible for the accuracy of any information, data, opinions, advice, or statements transmitted or posted on message bulletin boards, chat rooms, and user forums.

The User and all Appointees are prohibited from posting or transmitting to or from the Website any libelous, obscene, defamatory, pornographic, or any other materials that would violate any applicable laws. INTEGRATED cannot, and does not, review or evaluate material posted to its website by users, other than to ensure compliance with the terms of this agreement regarding technical performance. **IF SUCH INAPPROPRIATE POSTINGS OR COMMUNICATIONS DO OCCUR INTEGRATED WILL HAVE NO LIABILITY RELATED TO THE CONTENT OF ANY SUCH COMMUNICATIONS.**

## 10. Use of Online Forms

User acknowledges that as part of its use of the Website, User may from time to time use and input data to online forms that will be a part of the Website. User acknowledges and agrees that the accuracy of all information submitted to such online forms by User and/or any Appointees is the sole responsibility of User or

such Appointee(s), and INTEGRATED has no obligation or liability whatsoever with respect to the input of information into such online forms or its compliance with any applicable laws or regulations.

Further, User agrees to immediately notify INTEGRATED in writing if User suspects or becomes aware that any online form, or any portion thereof, prepared by INTEGRATED, contains any errors, omissions or otherwise requires revision to the formatting, coding or programming related to any such online forms. If User suspects or is or becomes aware of any such errors or needed revisions and fails to notify INTEGRATED immediately upon becoming aware of such errors or omissions, User shall release and hold harmless INTEGRATED from and against any and all claims, losses, damages, suits, expenses or other damages incurred by User or any third party as a result of such failure to give prompt notice.

## **11. Restrictions**

In connection with your access or use of the Website, you agree not to:

(a) modify, port, adapt, translate, reverse engineer, decompile, disassemble the Website or any of the source codes of the Website, or attempt to discover any of such source codes.

(b) introduce a virus, worm, Trojan horse or other harmful software code or similar files that may damage the operation of a third party's computer, property or information;

(c) use the Website in any manner that could damage, disable, overburden, or impair any INTEGRATED server, or the network(s) connected to any server or interfere with any other party's use and enjoyment of the Website;

(d) attempt to gain unauthorized access to service, materials, other accounts, computer systems or networks connected to any INTEGRATED server or to the Website, through hacking, password mining, or any other means;

(e) obtain or attempt to obtain any materials or information through any means not intentionally made available through the Website;

(f) host, on a subscription basis or otherwise, the Website, including any related application, (i) to permit a third party to use the Website to create, transmit, or protect any content, or (ii) to conduct conferences, online meeting services, or training sessions for a third party;

(g) engage in any systematic extraction of data or data fields, including without limitation e-mail addresses;

(h) disclose, harvest, or otherwise collect Accounts or related information, including e-mail addresses, or other private information about any third party without that party's express consent;

(i) transmit junk mail, spam, surveys, contests, pyramid schemes, chain letters, or other unsolicited e-mail or duplicative messages;

(j) sell, lease, or rent access to or use of the Website, or otherwise transfer any rights to use the Website under this Agreement (including without limitation, on a timeshare or service bureau basis);

(k) defraud, defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others; or

(l) upload, or otherwise make available, files that contain images, photographs, software, or other material protected by intellectual property laws, including, for example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same.

(m) allow the unauthorized access, use, or disclosure of information, data or materials obtained using the Website.

## **12. Linking to INTEGRATED's Lauris Online Website**

INTEGRATED may permit Users to link to the Lauris Online Website subject to the party being linked ("Linker") complying with the following terms and conditions:

A site that links to the Lauris Online Website:

1. May link to, but not replicate, content contained in INTEGRATED's site;
2. Must not create a border environment or browser around content contained in INTEGRATED's site;
3. Must not present misleading or false information about INTEGRATED's services or products;
4. Must not misrepresent INTEGRATED's relationship with the Linker;
5. Must not imply that INTEGRATED is endorsing or sponsoring the Linker or the Linker's services or products;
6. Shall not use any INTEGRATED Copyrighted Information, or any INTEGRATED or Lauris Online Web trademarks, logos, or trade dress without prior written permission from INTEGRATED;
7. Shall not contain content that could be construed as obscene, libelous, defamatory, pornographic, or inappropriate;
8. Shall not contain materials that would violate any applicable laws;
9. Shall agree that the link must be removed immediately upon INTEGRATED's request, pursuant to INTEGRATED's reserved rights to rescind its consent to allow the link.

## **13. Third-Party Websites**

The Website may contain links to third-party websites, which are not under the control of INTEGRATED. INTEGRATED makes no representations or warranties regarding third-party websites. When User accesses a non-INTEGRATED website, User acknowledges that User does so at User's own risk. INTEGRATED is not responsible for the reliability or accuracy of any data, opinions, advice, or statements made on third-party sites. INTEGRATED provides these links merely as a convenience. The inclusion of such links does not imply that INTEGRATED endorses, recommends, or accepts any responsibility for the content of such sites.

## **14. Third-Party Products and Services**

The Website may contain references to third-party products and services for informational purposes. INTEGRATED makes no recommendations or endorsements about third-party products and services. References to third-party services and products are provided by INTEGRATED "as is" without warranty of any kind, either express or implied.

## 15. Security Measures

The following security measures are in effect to protect the integrity and use of the Website and Accounts:

- Encrypted URL with restricted access to authorized users employing 256 bit encryption
- User administrative ability to restrict access to particular groups of documents using different document classifications and security categories
- Comprehensive audit trail of users and their activities with respect to Accounts and the Users who have access to those Accounts
- Customizable levels of security access to User's Account(s) – User's administrator decides how they want to qualify Users or Appointees before granting access to Accounts
- CAPTCHA technology to protect against automated password detection programs. This technology issues a specific password that can only be read by human eyes after a log-on attempt fails. The User must then enter this unique password along with their usual log-on credentials in order to enter the system.

Additionally, the Website is hosted at a Top Tier Data Center named Cybercon.com in St. Louis, MO with the following in security and redundancy safeguards in place:

- Redundant multi-gigabit bandwidth access provided by AT&T, MCI, Qwest and Level 3 to ensure quality up-time
- 100% Cisco Server Network with qualified Disaster Recovery redundant back-up procedures in place
- Triple power feeds into the Data Center with back-up 1500 KVA ONAN Diesel Generators and MGA uninterruptible power supplies (UPS)
- 5 tier levels of 24x7x365 building and access security including the latest in automated electronic security
- Back-ups: Database and all contained data backed-up daily to separate on-site server; System Transaction logs backed-up every hour; All reporting data replicated in real-time to separate database; Virtual Machine back-ups twice weekly; and any stored images backed-up on a weekly basis.

User acknowledges that the foregoing are reasonable and adequate security measures with respect to the Website and the Accounts. Notwithstanding the foregoing, User acknowledges and agrees that User is responsible for maintaining a separate, current, reliable and adequate data archival and backup system if necessary to User beyond what is outlined above in "Back-ups", and INTEGRATED makes no representation or warranty regarding the ability to restore or maintain back-ups of User data.

## 16. Export Control Laws

Software available on the Website may be subject to United States export controls, including the US Export Administration Act and its associated regulations. User will not directly or indirectly, export, re-export, or release the Software to, or make the Software accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. User shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other government approval), prior to exporting, re-exporting, releasing or otherwise making the Software available outside of the United States. In furtherance of and not in limitation of the foregoing, no

software from this site may be downloaded or otherwise exported or re-exported: (1) into (or to a national or resident of) Cuba, Iraq, Libya, Sudan, North Korea, Iran, or any other country to which the United States has embargoed goods; or (2) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Denial and Prohibition Orders; or (3) except in compliance with applicable law and regulations.

By downloading or using software from this site, User agrees to the foregoing and all applicable export control laws. User also warrants that User is not under the control of, located in, or a resident or national of any such country or on any such list.

The information on export laws provided herein is not necessarily complete. For more information on export laws, please refer to 15 C.F.R. §736, 738, 744, 746, or contact the United States Commerce Department, Bureau of Export Administration.

INTEGRATED makes no representation that the Accounts or other information appearing on the Website are appropriate or available for use in all countries, and prohibits accessing materials from territories where its contents are illegal. Users who access this site do so on their own initiative, and Users are responsible for compliance with all applicable laws.

## **17. United States Government Rights**

All INTEGRATED products and publications are commercial in nature. The software, publications, and software documentation available on this website are "Commercial Items", as that term is defined in 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are defined in 48 C.F.R. §252.227-7014(a)(5) and 48 C.F.R. §252.227-7014(a)(1), and used in 48 C.F.R. §12.212 and 48 C.F.R. 227.7202, as applicable. Pursuant to 48 C.F.R. §12.212, 48 C.F.R. §252.227-7015, 48 C.F.R. §227.7202 through 227.7202-4, 48 C.F.R. §52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, INTEGRATED's publications, commercial computer software, and commercial computer software documentation are distributed and licensed to United States Government end users with only those rights as granted to all other end users, according to the terms and conditions contained in the license agreements that accompany the products and software documentation, and the terms and conditions herein.

## **18. Notice of Civil/Criminal Penalties**

Introducing or attempting to introduce any electronic information into this database with the intention of altering, deleting or removing information contained herein that is not associated with your company or the company you legally represent is a violation of both state and federal law. Additionally, accessing the information without authorization, or exceeding your level of authorized access to the information, is also a violation of both state and federal law. The above described acts may subject you to civil monetary damages, criminal penalties, or both.

## **19. Term/Duration of Contract**

The INITIAL TERM of this Contractual License Agreement between INTEGRATED and the User is defined on the original PROJECT SCOPE OF WORK & AGREEMENT executed by INTEGRATED and the User. At the completion of this defined INITIAL TERM, this Agreement shall automatically renew on an annual basis, for perpetuity, on the date that the INITIAL TERM ends. If either party does not wish to continue this Agreement past the INITIAL TERM or one of the automatically renewed terms, then written notice of cancellation must be provided by the cancelling party to the other party at least 90 days prior to the end of the INITIAL TERM or the automatically renewed term.

## **B. Notice of Privacy Practices**

The following Notice is hereby provided:

**I. THIS NOTICE DESCRIBES HOW YOUR CLIENT'S NONPUBLIC PROTECTED HEALTH INFORMATION MAY BE COLLECTED, USED AND DISCLOSED BY US, AND HOW YOU CAN GET ACCESS TO THE INFORMATION WE HAVE ABOUT THEM; PLEASE REVIEW IT CAREFULLY**

**II. WE RECOGNIZE THAT WE HAVE A LEGAL DUTY UNDER OUR BUSINESS ASSOCIATE AGREEMENT WITH YOU, THE USER, TO PROTECT YOUR CLIENT'S IDENTIFIABLE HEALTH INFORMATION WHEN IT IS POSTED BY YOU TO OUR WEB BASED SERVICE.**

We are required to comply with all of the terms described in the current version of this Notice of Privacy Practices.

### **III. HOW WE OBTAIN INFORMATION**

We collect information about your clients only when you place said information in our trust for the purposes of uploading the information to our document management system.

### **IV. HOW WE MAY USE AND DISCLOSE YOUR CLIENT'S HEALTH INFORMATION**

#### **A. USES AND DISCLOSURES THAT DO NOT REQUIRE YOUR AUTHORIZATION**

INTEGRATED collects your client's health information from you and may store it in a paper file, on a computer or a server. Except as outlined below, we will not use or give out patient identifiable information about your clients to anyone other than you or them, for any purpose unless they have provided written authorization .

1. We may provide access to your, or your client's information to our HIPAA compliant business associates in the regular performance of related business processes. We may also provide information about you or your clients to our accountants, attorneys, consultants and others in order to make sure we are complying with the laws that affect us. In each of these instances we will require that our business associates execute a business associates agreement (BAA), under which they commit to the same level of protection of your clients PHI as INTEGRATED has done under its BAA with you as a user.
2. When required by federal, state or local law, judicial or administrative proceedings or law enforcement. For example, we would have to give out your client's information (PHI) when the law requires that we report information to government agencies and law enforcement personnel in response to a subpoena, when ordered by the court or in response to a court authorized discovery request.
3. For specific government functions. We may, when required by law, give your client's information to correctional institutions and law enforcement in custodial situations. We may also give your client's information pursuant to order for national security or intelligence activities.

#### **B. DISCLOSURES THAT REQUIRE YOUR AUTHORIZATION**

Before we use or disclose your client's patient identifiable health information for any reason other than those reasons listed above, we will obtain your client's written authorization. If your client authorizes us to use or disclose their information, they can revoke their authorization by notifying INTEGRATED in writing.

### **V. YOUR CLIENT'S HEALTH INFORMATION RIGHTS**

#### **A. THE RIGHT TO REQUEST LIMITS ON HOW WE USE AND DISCLOSE YOUR CLIENT'S HEALTH INFORMATION**

You have the right to ask that we limit how we use and give out your client's information.

#### **B. THE RIGHT TO CHOOSE HOW WE SEND YOUR CLIENT'S INFORMATION TO YOU**

You have the right to ask that we send information to you at an alternate address. You can also ask that it be sent by alternate means. For example, you can ask that we send information by fax instead of regular mail or email. We will agree to your request if we can easily provide it in the format you request.

### **C. THE RIGHT TO SEE AND GET COPIES OF YOUR CLIENT'S HEALTH INFORMATION**

At all times, you have the right to look at or get copies of your client's health information that we have through your access to the website. Requests for information in any other form must be on the appropriate form and signed by you or your client or their legally authorized representative.

### **D. THE RIGHT TO GET A LIST OF WHO WE HAVE GIVEN YOUR INFORMATION TO**

You have the right to request an accounting of disclosures as necessary to satisfy your obligations under 45 C.F.R. §164.528.

### **E. HOW TO MAKE REQUESTS**

To make requests under Section V. A through D, complete the appropriate form available from the contact office of INTEGRATED and send it to the address indicated at the beginning of this notice.

### **F. THE RIGHT TO GET THIS NOTICE**

You have the right to get a copy of this notice by e-mail at any time.

### **VI. PROCEDURES TO MAINTAIN CONFIDENTIALITY AND SECURITY**

INTEGRATED restricts access to your client's health information to those employees who need to have access to that information to provide products or services to you. We maintain physical, electronic and procedural safeguards to the best of our ability that comply with applicable law.

### **VII. CHANGES TO THE POLICY**

If our privacy policy should change at any time in the future, we will promptly change, post and distribute the new notice. We reserve the right to apply any changes to our privacy policy or this notice to all of the protected health information that we maintain, including information collected before the date of the change.

INTEGRATED reserves the right to change the terms and conditions of all policies, agreements, products, services, prices and programs at any time, at its sole discretion and without notice.

### **VIII. COMPLAINTS**

If you think that we may have violated applicable privacy rights or you disagree with a decision we made about your client's health information, you may file a complaint with the office listed in Section X. You also may send a written complaint to the Secretary of the Department of Health and Human Services in Washington, D.C. We will take no action against you if you file a complaint about our privacy practices.

### **X. OFFICE TO CONTACT FOR INFORMATION ABOUT THIS NOTICE**

If you have any questions about this notice or any complaints about our privacy practices, please contact:

INTEGRATED Imaging, LLC  
419 Salem Avenue  
Roanoke, VA 24016  
540-342-3669

### **XI. EFFECTIVE DATE OF THIS NOTICE**

This notice goes into effect on October 1, 2021. To the extent state privacy laws apply, those state laws might impose higher privacy standards under which INTEGRATED is required to operate.

## **HIPAA Business Associate Agreement**

### **1. PREAMBLE AND DEFINITIONS.**

1.1 Pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended ("**HIPAA**"), User ("**Covered Entity**") and Integrated Imaging, LLC d/b/a Lauris Online, or any of its corporate affiliates ("**Business Associate**"), enter into this Business Associate Agreement ("**BAA**") as of the date you download, install, and/or use the services subject to the EULA (the "**Effective Date**") that addresses the HIPAA requirements with respect to "business associates," as defined under the privacy, security, breach notification, and enforcement rules at 45 C.F.R. Part 160 and Part 164 ("**HIPAA Rules**"). A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended.

1.2 This BAA is intended to ensure that INTEGRATED will establish and implement appropriate safeguards for the Protected Health Information ("**PHI**") (as defined under the HIPAA Rules) that INTEGRATED may receive, create, maintain, use, or disclose in connection with the functions, activities, and services that INTEGRATED performs for Covered Entity. The functions, activities, and services that INTEGRATED performs for Covered Entity are defined in EULA and any associated Statements of Work, and such terms are incorporated herein by reference (the "**Underlying Agreement**").

1.3 Pursuant to changes required under the Health Information Technology for Economic and Clinical Health Act of 2009 (the "**HITECH Act**") and under the American Recovery and Reinvestment Act of 2009 ("**ARRA**"), this BAA also reflects federal breach notification requirements imposed on INTEGRATED when "Unsecured PHI" (as defined under the HIPAA Rules) is acquired by an unauthorized party, and the expanded privacy and security provisions imposed on INTEGRATEDs.

1.4 Unless the context clearly indicates otherwise, the following terms in this BAA shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, disclosure, Electronic Media, Electronic Protected Health Information (ePHI), Health Care Operations, individual, Minimum Necessary, Notice of Privacy Practices, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured PHI, and use.

1.5 A reference in this BAA to the Privacy Rule means the Privacy Rule, in conformity with the regulations at 45 C.F.R. Parts 160-164 (the "**Privacy Rule**") as interpreted under applicable regulations and guidance of general application published by HHS, including all amendments thereto for which compliance is required, as amended by the HITECH Act, ARRA, and the HIPAA Rules.

## 2. **GENERAL OBLIGATIONS OF INTEGRATED.**

2.1 INTEGRATED agrees not to use or disclose PHI, other than as permitted or required by this BAA or as permitted or Required By Law, or if such use or disclosure does not otherwise cause a Breach of Unsecured PHI.

2.2 INTEGRATED agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to ePHI, to prevent use or disclosure of PHI other than as provided for by the BAA.

2.3 INTEGRATED agrees to mitigate, to the extent practicable, any harmful effect that is known to INTEGRATED as a result of a use or disclosure of PHI by INTEGRATED in violation of this BAA's requirements or that would otherwise cause a Breach of Unsecured PHI.

2.4 INTEGRATED agrees to the following breach notification requirements:

(a) INTEGRATED agrees to report to Covered Entity any Breach of Unsecured PHI not provided for by the BAA of which it becomes aware within ten (10) calendar days of "discovery" within the meaning of the HITECH Act. Such notice shall include the identification of each individual whose Unsecured PHI has been, or is reasonably believed by INTEGRATED to have been, accessed, acquired, or disclosed in connection with such Breach. In addition, INTEGRATED shall provide any additional information reasonably requested by Covered Entity for purposes of investigating the Breach and any other available information that Covered Entity is required to include to the individual under 45 C.F.R. § 164.404(c) at the time of notification or promptly thereafter as information becomes available. INTEGRATED's notification of a Breach of Unsecured PHI under this Section shall comply in all respects with each applicable provision of Section 13400 of Subtitle D (Privacy) of ARRA, the HIPAA Rules, and related guidance issued by the Secretary or the delegate of the Secretary from time to time.

2.5 INTEGRATED agrees, in accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to require that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of INTEGRATED agree to the same restrictions, conditions, and requirements that apply to INTEGRATED with respect to such information.

2.6 INTEGRATED agrees to make available PHI in a Designated Record Set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524.

(a) INTEGRATED agrees to comply with an individual's request to restrict the disclosure of their personal PHI in a manner consistent with 45 C.F.R. § 164.522, except where such use, disclosure, or request is required or permitted under applicable law.

(b) INTEGRATED agrees to charge fees related to providing individuals access to their PHI in accordance with 45 C.F.R. § 164.524(c)(4).

(c) INTEGRATED agrees that when requesting, using, or disclosing PHI in accordance with 45 C.F.R. § 164.502(b)(1) that such request, use, or disclosure shall be to the minimum extent necessary, including the use of a "limited data set" as defined in 45 C.F.R. § 164.514(e)(2), to accomplish the intended purpose of such request, use, or disclosure, as interpreted under related guidance issued by the Secretary from time to time.

2.7 INTEGRATED agrees to make any amendments to PHI in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or to take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526.

2.8 INTEGRATED agrees to maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528.

2.9 INTEGRATED agrees to make its internal practices, books, and records, including policies and procedures regarding PHI, relating to the use and disclosure of PHI and Breach of any Unsecured PHI received from Covered Entity, or created or received by INTEGRATED on behalf of Covered Entity, available to Covered Entity (or the Secretary) for the purpose of Covered Entity or the Secretary determining compliance with the Privacy Rule (as defined in Section 8).

2.10 To the extent that INTEGRATED is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, INTEGRATED agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

2.11 INTEGRATED agrees to account for the following disclosures:

(a) INTEGRATED agrees to maintain and document disclosures of PHI and Breaches of Unsecured PHI and any information relating to the disclosure of PHI and Breach of Unsecured PHI in a manner as would be required for Covered Entity to respond to a request by an individual or the Secretary for an accounting of PHI disclosures and Breaches of Unsecured PHI.

(b) INTEGRATED agrees to provide to Covered Entity, or to an individual at Covered Entity's request, information collected in accordance with this Section 2.11, to permit Covered Entity to respond to a request by an individual or the Secretary for an accounting of PHI disclosures and Breaches of Unsecured PHI.

(c) INTEGRATED agrees to account for any disclosure of PHI used or maintained as an Electronic Health Record (as defined in Section 5) ("**EHR**") in a manner consistent with 45 C.F.R. § 164.528 and related guidance issued by the Secretary from time to time; provided that an individual shall have the right to receive an accounting of disclosures of EHR by INTEGRATED made on behalf of the Covered Entity only during the three years prior to the date on which the accounting is requested directly from INTEGRATED.

2.12 INTEGRATED agrees to comply with the "Prohibition on Sale of Electronic Health Records or Protected Health Information," as provided in Section 13405(d) of Subtitle D (Privacy) of ARRA, and the

"Conditions on Certain Contacts as Part of Health Care Operations," as provided in Section 13406 of Subtitle D (Privacy) of ARRA and related guidance issued by the Secretary from time to time.

2.13 INTEGRATED acknowledges that, effective on the Effective Date of this BAA, it shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. § 1320d-5 and 1320d-6, as amended, for failure to comply with any of the use and disclosure requirements of this BAA and any guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.

### 3. **PERMITTED USES AND DISCLOSURES BY INTEGRATED.**

3.1 General Uses and Disclosures. INTEGRATED agrees to receive, create, use, or disclose PHI only in a manner that is consistent with this BAA, the Privacy Rule, or Security Rule (as defined in Section 5), and only in connection with providing services to Covered Entity; provided that the use or disclosure would not violate the Privacy Rule, including 45 C.F.R. § 164.504(e), if the use or disclosure would be done by Covered Entity. For example, the use and disclosure of PHI will be permitted for "treatment, payment, and health care operations," in accordance with the Privacy Rule.

3.2 INTEGRATED may use or disclose PHI as Required By Law.

3.3 INTEGRATED agrees to make uses and disclosures and requests for PHI Consistent with Covered Entity's Minimum Necessary policies and procedures.

3.4 INTEGRATED may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by the Covered Entity.

### 4. **OBLIGATIONS OF COVERED ENTITY.**

4.1 Covered Entity shall:

(a) Provide INTEGRATED with the Notice of Privacy Practices that Covered Entity produces in accordance with the Privacy Rule, and any changes or limitations to such notice under 45 C.F.R. § 164.520, to the extent that such changes or limitations may affect INTEGRATED's use or disclosure of PHI.

(b) Notify INTEGRATED of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to comply with under 45 C.F.R. § 164.522, to the extent that such restriction may affect INTEGRATED's use or disclosure of PHI under this BAA.

(c) Notify INTEGRATED of any changes in or revocation of permission by an individual to use or disclose PHI, if such change or revocation may affect INTEGRATED's permitted or required uses and disclosures of PHI under this BAA.

(d) Be responsible for any and all breach notification obligations.

4.2 Covered Entity shall not request INTEGRATED to use or disclose PHI in any manner that would not be permissible under the Privacy and Security Rule if done by Covered Entity, except as provided under Section 3 of this BAA.

4.3 Covered Entity shall be solely responsible for making any decisions regarding, and for all administrative actions concerning, the exercise of any individual's rights, under Sections 164.524 through 164.528 of the HIPAA Rules, and Covered Entity indemnifies and holds INTEGRATED harmless from and against any and all claims, losses, damages, suits, expenses or other damages related to such decisions of Covered Entity.

4.4 If Covered Entity is required to comply with 42 U.S.C. §290dd-2 and 42 C.F.R. Part 2 (“42 CFR Part 2”), Covered Entity will provide INTEGRATED with written notification that Covered Entity must comply with 42 CFR Part 2 and will execute a separate SOW upon the request of INTEGRATED.

## 5. **COMPLIANCE WITH SECURITY RULE.**

5.1 INTEGRATED shall comply with the HIPAA Security Rule, which shall mean the Standards for Security of Electronic Protected Health Information at 45 C.F.R. Part 160 and Subparts A and C of Part 164, as amended by ARRA and the HITECH Act. The term "**Electronic Health Record**" or "**EHR**" as used in this BAA shall mean an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

5.2 In accordance with the Security Rule, INTEGRATED agrees to:

(a) Implement the administrative safeguards set forth at 45 C.F.R. § 164.308, the physical safeguards set forth at 45 C.F.R. § 164.310, the technical safeguards set forth at 45 C.F.R. § 164.312, and the policies and procedures set forth at 45 C.F.R. § 164.316, to reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Security Rule. INTEGRATED acknowledges that, effective on the Effective Date of this BAA, (a) the foregoing safeguards, policies, and procedures requirements shall apply to INTEGRATED in the same manner that such requirements apply to Covered Entity, and (b) INTEGRATED shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. § 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with the safeguards, policies, and procedures requirements and any guidance issued by the Secretary from time to time with respect to such requirements;

(b) Require that any agent, including a Subcontractor, to whom it provides such PHI agrees to implement reasonable and appropriate safeguards to protect the PHI; and

(c) Report to the Covered Entity any Security Incident of which it becomes aware.

## 6. **TERM AND TERMINATION.**

6.1 This BAA shall terminate on the earlier of the date that:

(a) Either party terminates for cause as authorized under Section 6.2.

(b) All of the PHI received from Covered Entity, or created or received by INTEGRATED on behalf of Covered Entity, is deleted, destroyed or returned to Covered Entity. If it is not feasible to return, delete, or destroy PHI, protections are extended in accordance with Section 6.3.

6.2 Upon either party's knowledge of material breach by the other party, the non-breaching party shall provide an opportunity for the breaching party to cure the breach or end the violation; or terminate the BAA. If the breaching party does not cure the breach or end the violation within a reasonable timeframe not to exceed fifteen (15) days from the notification of the breach, or if a material term of the BAA has been breached and a cure is not possible, the non-breaching party may terminate this BAA and the Underlying Agreement, upon written notice to the other party.

6.3 Upon termination of this BAA for any reason, INTEGRATED, with respect to PHI received from Covered Entity, or created, maintained, or received by INTEGRATED on behalf of Covered Entity, shall:

(a) Retain only that PHI that is necessary for INTEGRATED to continue its proper management and administration or to carry out its legal responsibilities.

(b) Return to Covered Entity or delete or destroy the remaining PHI that INTEGRATED still maintains in any form, with such deletion and destruction to be carried out in accordance with INTEGRATED's policies in place at such time.

(c) Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to ePHI to prevent use or disclosure of the PHI, other than as provided for in this Section 6, for as long as INTEGRATED retains the PHI.

(d) Not use or disclose the PHI retained by INTEGRATED other than for the purposes for which such PHI was retained and subject to the same conditions set out at paragraphs (2) and (3) above which applied prior to termination.

(e) Return to Covered Entity or delete or destroy the PHI retained by INTEGRATED when it is no longer needed by INTEGRATED for its proper management and administration or to carry out its legal responsibilities, with such deletion and destruction to be carried out in accordance with INTEGRATED's policies in place at such time.

(f) Notwithstanding anything to the contrary herein, the parties agree that Integrated may store, analyze, access and use components of PHI and EPHI that have been "De-Identified" as defined by the HIPAA rules.

6.4 The obligations of INTEGRATED under this Section 6 shall survive the termination of this BAA.

## 7. **MISCELLANEOUS.**

7.1 The parties agree to take such action as is necessary to amend this BAA to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA, ARRA, the HITECH Act, the Consolidated Appropriations Act, 2021 (CAA-21), the HIPAA Rules, and any other applicable law.

7.2 The respective rights and obligations of INTEGRATED under Section 6 of this BAA shall survive the termination of this BAA.

7.3 This BAA shall be interpreted in the following manner:

(a) Any ambiguity shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules.

(b) Any inconsistency between the BAA's provisions and the HIPAA Rules, including all amendments, as interpreted by the HHS, a court, or another regulatory agency with authority over the Parties, shall be interpreted according to the interpretation of the HHS, the court, or the regulatory agency.

(c) Any provision of this BAA that differs from those required by the HIPAA Rules, but is nonetheless permitted by the HIPAA Rules, shall be adhered to as stated in this BAA.

7.4 This BAA constitutes the entire agreement between the parties related to the subject matter of this BAA, except to the extent that the Underlying imposes more stringent requirements related to the use and protection of PHI upon INTEGRATED. This BAA supersedes all prior negotiations, discussions, representations, or proposals, whether oral or written. If any provision of this BAA, or part thereof, is found to be invalid, the remaining provisions shall remain in effect.

7.5 This BAA will be binding on the successors and assigns of the Covered Entity and INTEGRATED. However, this BAA may not be assigned, in whole or in part, without the written consent of the other party. Any attempted assignment in violation of this provision shall be null and void.

7.6 This BAA may be executed in two or more counterparts, each of which shall be deemed an original.

7.7 Except to the extent preempted by federal law, this BAA shall be governed by and construed in accordance with laws of the Commonwealth of Virginia, without regard to principles of conflicts of law. The exclusive venue for any legal action related to this Agreement or the foregoing matters or dispute shall be the United States District Court, Western District of Virginia, Roanoke Division, or the courts located in the City of Roanoke, Virginia, to whose jurisdiction the User and Appointees do submit. In the event of any breach by this Agreement by User (or its Appointees) or in the event INTEGRATED is the prevailing party in any dispute arising from or related to this Agreement or the Website, User and its Appointees shall reimburse INTEGRATED for its attorney's fees and other related expenses.