

Vermont Oxford Network Terms of Use Agreement for Member Areas of Website

1. THIS AGREEMENT IS A BINDING CONTRACT, AND IT AFFECTS YOUR LEGAL RIGHTS: This Terms of Use Agreement (the "Agreement") is made between Vermont Oxford Network, Inc., a Vermont nonprofit corporation ("VON"), and you ("you" and "your"). VON is the sole owner and operator of the Member section of VON's website (the "Website"). This Agreement sets forth the terms of use policy for the Website.

BY CLICKING THE "I AGREE" BUTTON OR BY ACCESSING, VISITING, BROWSING, USING, OR ATTEMPTING TO INTERACT WITH ANY PART OF THE WEBSITE, YOU AGREE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT.

VON RESERVES THE RIGHT, FROM TIME TO TIME, WITH OR WITHOUT NOTICE TO YOU, TO MAKE CHANGES TO THIS AGREEMENT IN VON'S SOLE DISCRETION, WHICH WILL BE EFFECTIVE UPON POSTING. CONTINUED USE OF ANY PART OF THE WEBSITE CONSTITUTES YOUR ACCEPTANCE OF SUCH CHANGES. THE MOST CURRENT VERSION OF THIS AGREEMENT, WHICH SUPERCEDES ALL PREVIOUS VERSIONS, CAN BE REVIEWED BY CLICKING ON THE "TERMS OF USE" HYPERLINK LOCATED AT THE BOTTOM OF EVERY PAGE ON THE WEBSITE.

2. RESTRICTED ACCESS SECTIONS OF THE WEBSITE Access to and use of the Website is conditioned upon acceptance of all of the terms and conditions of this Agreement.

The Website exists for the purpose of improving the quality of care delivered to neonatal patients by the health care professionals of the members -of Vermont Oxford Network, Inc. and participants in its projects (the "Members").

You represent and warrant that you (a) are affiliated with a Member or an organization that provides neonatal services to a Member Center or an organization participating in a VON quality improvement or education project; (b) have been designated as an authorized User of the Website by a VON Web Services Administrator at the Member Center or at the participating organization , or that you have been designated as an authorized VON Web Services Administrator for Users of the Website by personnel at the Member Center or at the participating organization; and (c) are accessing the Website solely for the purposes specified below. You agree to take all efforts reasonably necessary to protect the privileged and confidential nature of the proceedings that occur on the Website and will not disclose or use any findings, evaluations, analyses, statements, opinions, or recommendations made or exchanged in the Website (or any records thereof) for any purpose not specifically related to improving the quality of care rendered to patients.

If you are a VON Web Services Administrator, you agree to authorize use of the Website only to health care professionals who work at the Member Center or for the participating organization and who have a role in improving the quality of care delivered to neonatal patients. You also agree to promptly rescind this authorization for any health care professional who no longer meets these conditions.

3. INDEMNIFICATION

You agree to indemnify, defend, and hold VON and VON's members, project participants, directors, officers, employees, affiliates, and agents harmless against all claims, demands, suits, liabilities, losses, damages, expenses, or injuries (including any legal fees and other costs incurred to enforce VON's and its related persons' or entities' rights hereunder) (a) that any person or entity, including you (regardless of VON's affiliation with you), might assert against VON (including VON's members, project participants, directors, officers, employees, affiliates, and agents) based upon or arising from or connected with any information you submit, post, or transmit through the Website, your use or misuse of the Website, your violation of these Terms of Use, or your violation of any rights of another person or entity.

4. CONTENT USE REQUIREMENTS

You may download, use, and copy information found on the VON Website for your personal, noncommercial use only and only in accordance with VON's Data Use Policy, which is available at www.vtoxford.org/datause, provided that all copies that you make of the material must retain any copyright, trademark, or other proprietary notice located on the Website that pertains to the information being copied. Except as authorized in this paragraph, you are not being granted a license under any copyright, trademark, patent, or other intellectual property right in the information available on the Website. All such rights are retained by VON, its affiliates, and/or any third party owner of such rights. You may not copy, create links to, sell, modify, display, distribute or otherwise use the information in any way for any public or commercial purpose without the express prior written permission from VON.

5. DMCA NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

VON responds to notices of alleged copyright infringement according to the process set forth in the Digital Millennium Copyright Act ("DMCA"). At its discretion and in accordance with the DMCA, VON may terminate the accounts of repeat infringers and/or users who may be infringing upon the intellectual property rights of others.

If you believe that your work has been copied and is accessible on the website in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information:

- identification of the copyrighted work claimed to have been infringed;
- identification of the allegedly infringing material on the Website that is requested to be removed;
- your name, address, and daytime telephone number, and an email address if available, so that VON may contact you if necessary;
- a statement that you have a good faith belief that the use of the copyrighted work is not authorized by the copyright owner, its agent, or the law;

- a statement that the information in the notification is accurate and, under penalty of perjury, that the signatory is authorized to act on behalf of the owner of an exclusive copyright right that is allegedly infringed; and
- an electronic or physical signature of the copyright owner or someone authorized on the owner's behalf to assert infringement of copyright and to submit the statement.

Our Copyright Agent for notice of claims of copyright infringement can be reached at copyright@vtoxford.org.

We will remove any content that infringes upon the copyright of any person under the laws of the United States upon receipt of such a statement (or, more specifically, any statement in conformance with 17 U.S.C. § 512(c)(3)). United States law provides significant penalties for submitting such a statement falsely.

6. ACCESS TO THE WEBSITE; RESTRICTIONS ON USE

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website will be correct, current, and complete. If VON believes, in its sole and absolute discretion, that the information you provide is not correct, current, or complete, VON has the right to refuse you access to the Website or any of its resources, and to terminate or suspend your access at any time.

As a condition of your use of the Website, you warrant to VON that you will not use the Website for any purpose that is unlawful or prohibited by this Agreement. You shall not (and shall not authorize any party to) (a) co-brand the Website, (b) frame the Website, or (c) hyperlink to the Website, without the express prior written permission of an authorized representative of VON. For purposes of this Agreement, "co-branding" means to display a name, logo, trademark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute the Website or Content accessible within the Website. You agree to cooperate with VON in causing any unauthorized co-branding, framing, or hyperlinking immediately to cease. In addition, you may not use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use and enjoyment of the Website. You shall not obtain or attempt to obtain any materials, Content, or information from the Website through any means not intentionally made available or provided for through the Website.

VON reserves the right to monitor, restrict, block, suspend, terminate, delete or discontinue any User's access to VON's Website at any time, with or without notice, and for any reason.

7. DISCLAIMER

You understand that VON cannot and does not guarantee or warrant that files available for downloading from the Internet will be free of viruses, worms, Trojan horses, or other code that may manifest contaminating or destructive properties. You are solely responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output and for maintaining a means external to the Website for any

reconstruction of any lost data. VON does not assume any responsibility or risk for your use of the Internet.

The information available on the Website is not necessarily complete and up-to-date. YOUR USE OF THE WEBSITE IS AT YOUR OWN RISK. THE CONTENT IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. VON DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. VON DOES NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED IN THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. VON DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE, OR THE RESULT OF USE, OF THE CONTENT IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE. THE CONTENT MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, AND VON MAY MAKE CHANGES OR IMPROVEMENTS AT ANY TIME. YOU, AND NOT VON, ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION IN THE EVENT OF ANY LOSS OR DAMAGE ARISING FROM THE USE OF THE WEBSITE OR ITS CONTENT. VON MAKES NO WARRANTIES THAT YOUR USE OF THE CONTENT WILL NOT INFRINGE THE RIGHTS OF OTHERS AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH CONTENT.

All of the information available on the Website, whether historical in nature or forward-looking, speaks only as of the date the information is posted on the Website, and VON does not undertake any obligation to update such information after it is posted or to remove such information from the Website if it is not, or is no longer accurate or complete.

8. LIMITATION ON LIABILITY

VON AND ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, MEMBERS, OFFICERS, AND DIRECTORS WILL NOT BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF VON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF VON AND ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, MEMBERS, OFFICERS, AND DIRECTORS TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE GREATER OF US\$100 OR THE AMOUNT YOU HAVE PAID TO VON FOR THE APPLICABLE CONTENT OR SERVICE OUT OF WHICH LIABILITY AROSE.

YOU, THE USER, EXPRESSLY ACKNOWLEDGE THAT YOU ASSUME ALL LIABILITY AND/OR RESPONSIBILITY RELATED TO THE SECURITY, PRIVACY, AND CONFIDENTIALITY RISKS INHERENT IN SENDING ANY CONTENT OVER THE INTERNET.

VON DOES NOT WARRANT OR SAFEGUARD AGAINST ANY INTENTIONAL OR MALICIOUS ATTEMPTS TO INTERCEPT OR COMPROMISE USER CONTENT POSTED ON VON'S WEBSITE OR OVER THE INTERNET.

9. SECURITY

Any passwords used for the Website are for individual use only. You will be responsible for the security of your password (if any). VON will be entitled to monitor your password and, at its discretion, require you to change it. If you use a password that VON considers in its sole and absolute discretion to be insecure, VON may require the password to be changed and may also, in addition or in the alternative, terminate your account.

You are prohibited from using any services or facilities provided in connection with the Website to compromise security or tamper with system resources or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools, or network probing tools) is strictly prohibited. If you become involved in any violation of system security, VON reserves the right to release your details to system administrators at other websites in order to assist them in resolving security incidents. VON reserves the right to investigate suspected violations of this Agreement.

VON reserves the right to fully cooperate with any law enforcement, state, federal, or governmental authorities or court order requesting or directing VON to disclose the identity of anyone posting any email messages, or publishing or otherwise making available any materials that are believed to violate this Agreement. BY ACCEPTING THIS AGREEMENT, YOU HOLD VON AND ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, MEMBERS, OFFICERS, AND DIRECTORS HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY VON DURING OR AS A RESULT OF ITS INVESTIGATIONS OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER VON OR LAW ENFORCEMENT AUTHORITIES.

10. MISCELLANEOUS

This Agreement will be governed and interpreted pursuant to the laws of the State of Vermont, United States of America, without regard to any principles of conflicts of law. You specifically consent to personal jurisdiction in Vermont in connection with any dispute between you and VON arising out of this Agreement or pertaining to the subject matter hereof. The parties to this Agreement each agree that the exclusive venue for any dispute between the parties arising out of this Agreement will be in the state and federal courts in Vermont.

If any part of this Agreement is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and VON as a result of this Agreement or use of the Website.

This Agreement, the Terms of Use of the public areas of VON's website (to the extent not superseded by this Agreement) and the Membership Agreement or project participation agreement between VON and the neonatal organization you are affiliated with constitute the

entire agreement among the parties relating to this subject matter. In the event of a conflict between any of such agreements or disclaimer, the provision that affords VON the greatest rights shall be the provision to take precedence.

A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Unless replaced by a later agreement to which you and VON agree, this Agreement shall continue in full force and effect. You acknowledge that, as a convenience to you, VON is not requiring you to read the terms set forth in this Agreement each time you access the Website. Rather, by entering into this Agreement once, you have agreed to be bound by the terms hereof on an ongoing basis.

If you choose not to accept the foregoing terms and conditions governing the access and use of the Website, then you will not be given user privileges or have access to the Website.

You agree that this Agreement shall be valid and enforceable and that you shall not challenge its validity or enforceability due to the fact that it is an electronic (or "click-wrap") agreement rather than being a manually executed document.

Effective Date: December 17, 2012