

Quest Enterprise Services - Terms of Service

The following terms are an example of a subset of the standard Terms of Service (“TOS”) for the Quest Analytics, L.L.C. (“Quest”) Software and Services, you must consult the Agreement between your organization (“Customer”) and Quest for the governing TOS for you as an End User. **Your acceptance of the TOS does not create any new agreement or obligations with Quest, it is an acknowledgement that you have read and agree to abide by the TOS already governing your organization.** Quest reserves the right to monitor and log all user activity to Quest Enterprise Services.

1. Scope of Licenses, Restrictions and Obligations.

- a) Grant of Rights. For the duration of the applicable Term, Quest hereby grants, and Customer hereby accepts, a limited, non-exclusive, non-transferable, non-sublicensable right to access and use within the Territory, the Software, Quest Data, and Documentation, solely for Customer’s internal non-commercial purposes and subject to the terms and restrictions of the Master Service Agreement (“MSA”) between the parties and any additional terms and restrictions set forth in the particular Schedule or SOW. Customer does not acquire any other right or license (including any implied licenses) to use the Software, Documentation or Quest Data, except as expressly granted herein.
- b) Restrictions on Use. Customer may use the Software and the Quest Data only for the purposes described in the MSA or Documentation and within the scope as expressly set forth in Subsection (a) above. For Software installed on premises, Customer may install and use only the number of copies of the Software for which Licensee has paid the associated Fees. Except as otherwise expressly stated in the applicable Schedule, Customer shall not:
 - i. copy, reproduce, modify, adapt, translate, distribute, transmit, download, upload, post, sell, rent, license, sublicense, transfer, mirror, frame, create derivative works of, reverse engineer, decompile or disassemble any aspect of the Software, Quest Data or the Documentation (including, but not limited to, any underlying data), in whole or in part, in any form or by any means, without Quest’s prior written permission (in its sole discretion);
 - ii. access or use the Software, Quest Data, or the Documentation in connection with provision of any services (including outsourcing services) to third parties;
 - iii. resell, lease, encumber, copy, distribute, publish, exhibit, or transmit the Software (or any part thereof), Quest Data or the Documentation, to any third party, provided, however, Customer may disclose Quest Data to the Centers for Medicare & Medicaid Services or other state or federal regulatory agencies to the extent such disclosure is required by such agencies for the limited purpose of such agencies granting provider network approval;
 - iv. use the Software, Quest Data, or Documentation in a manner that in material respects, delays, impairs, or interferes with system functionality for other users of the Software, Quest Data or Documentation or that compromises the security or integrity of the Software;
 - v. knowingly enter data through the use of the Software that is threatening, harmful, lewd, offensive, defamatory, or that injures or infringes the rights of others;
 - vi. apply systems to extract or modify information hosted through the Software using technology or methods such as those commonly referred to as “web scraping,” “data scraping,” or “screen scraping”; or
 - vii. use the Software, Quest Data or the Documentation, or any part or aspect of them, for any unlawful purpose (including any purpose that may violate or be prohibited by applicable law). Access to or the license to use of the Software, Quest Data or the Documentation may be limited or suspended immediately in Quest’s reasonable discretion if the terms of this Section are violated.

c) Customer Responsibilities.

- i. Customer has the sole responsibility for installation, testing, security, and operations of facilities, telecommunications, and internet and mobile services, equipment, software and/or other infrastructure necessary for Customer's use and access of the Software, Quest Data, Documentation, or Services, and for paying all associated third-party fees incurred by Customer. Customer is responsible for ensuring that any physician data obtained via the Software is that of the physician being sought.
- ii. Customer is responsible for approving access to End Users, for End Users' compliance with applicable requirements in the MSA (including applicable Schedules and SOWs) and for administering and ensuring that its End Users maintain the confidentiality of, log-in credentials issued to such End Users.
- iii. Unless otherwise provided in the applicable Schedule or SOW, Customer is solely responsible for installation and implementation of the Software.
- iv. Customer shall promptly notify Quest upon becoming aware of any unauthorized use of the Software, Quest Data or Documentation, whether by End Users or unauthorized individuals or entities.
- v. Customer is responsible for ensuring that it does not disclose, provide or make available to Quest (including as part of Customer Data), any protected health information (as defined under HIPAA) or any personal data of any individuals (other than such information relating to healthcare providers as necessary for Quest to perform the Services).

2. Confidentiality

- a) Mutual Obligations. The Receiving Party agrees that, unless it has the prior written consent of the Disclosing Party, the Receiving Party will not use or disclose to any third party (other than for the purpose of performing the Services under the MSA) any Confidential Information of the Disclosing Party.
- b) Level of Care. The Receiving Party will maintain the confidentiality of and agrees to use the same care to prevent disclosure of the Confidential Information of the Disclosing Party as it employs to avoid disclosure, publication, or dissemination of its own Confidential Information, but in no event less than a reasonable standard of care. The Receiving Party further agrees to use the Disclosing Party's Confidential Information only in connection with and in furtherance of the business transactions contemplated by the MSA. The Receiving Party may disclose the Disclosing Party's Confidential Information to its employees, directors, officers, affiliates, agents, subcontractors, attorneys, accountants, or professional advisors who have a need to have access to such Confidential Information in carrying out the business transactions contemplated by the MSA ("**Authorized Representatives**"). The Receiving Party will inform its Authorized Representatives of the confidential nature of the Confidential Information and the applicability of the MSA thereto and will obligate and direct its Authorized Representatives to maintain the confidentiality of such Confidential Information and otherwise to observe the terms of this Section.