



## WEBSITE and WEBSITE APPLICATION AGREEMENT

ODS and USER are mutually interested in enhancing our business relationship. The ODS Website and Website Application(s) are advanced technologies. Both parties share the responsibility of ensuring that federal and state requirements related to confidentiality of member/patient data and information security are met.

This Agreement is made by and between ODS and its authorized client \_\_\_\_\_ (USER). This Agreement is to allow the USER access to limited member/patient data and information. Member/Patient data and information shall hereafter be referred to as INFORMATION. The parties agree as follows:

### 1. Description.

The Website and Website Application(s) will consist of online access to limited INFORMATION, the content solely determined by ODS, via an internet connection.

### 2. Proprietary INFORMATION.

The INFORMATION is the property of ODS. USER agrees not to reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the INFORMATION in any manner nor use the INFORMATION for any unlawful purpose.

Notwithstanding the above, USER does not relinquish any rights to use the INFORMATION if the INFORMATION consists exclusively of data elements transmitted to ODS as components of an inquiry into insurance rates or benefit levels.

### 3. Access, Passwords, and Security.

USER agrees to follow the security protocol established by ODS and described in ODS Website documentation to ensure that all Website and Website Application(s) transactions are authorized and to protect all member-specific INFORMATION from improper access.

USER will maintain confidentiality of logon identifications and passwords and prevent any unauthorized USER from accessing the Website Application(s) and/or using INFORMATION in a manner contrary to this Agreement.

USER will ensure that data and INFORMATION are used only in conducting business with ODS. USER will prevent the unauthorized disclosure of any INFORMATION obtained

through the Website or Website Applications(s). USER will maintain as confidential all INFORMATION concerning any individual obtained through the use of the Website and Website Applications(s).

USER agrees to immediately notify ODS if USER becomes aware of any of the following:

- a. Any loss or theft of access codes or passwords.
- b. Any unauthorized use of any access codes or passwords.
- c. Any unauthorized use of the Website and Website Application(s).
- d. Any loss, theft or unauthorized use of INFORMATION.
- e. Any loss or theft of hardware that contains INFORMATION.

USER further agrees to make any and all reasonable efforts to correct or mitigate the effects of any such occurrences and to prevent reoccurrence.

#### 4. Software Browsers and Data Transmission.

In order to ensure that INFORMATION is not accessed by unauthorized third parties, USER agrees to use "browser" software produced by third parties that support the Secure Socket Layer (SSL) protocol.

#### 5. Fees.

ODS shall not charge USER a fee for the use of the Website and Website Application(s). USER is solely responsible for any subscription, service and use fees related to "browser" third party software and for any fees or charges for any systems components (including but not limited to hardware and software) required to utilize the Website and Website Application(s). USER further agrees that any fees charged by an Internet Service Provider (ISP) are USER's sole responsibility.

#### 6. Documentation.

A full description of the Website and Website Application(s) is included in the ODS Website Application Documentation. ODS may modify the documentation at its sole discretion.

#### 7. Indemnification.

USER agrees to defend, indemnify and hold ODS harmless from and against any and all claims, losses, damages, liability, costs and expenses (including but not limited to defense costs and attorney fees) arising from USER's violation of this Agreement, misuse of INFORMATION, or any third-party's rights, including violation of any proprietary right and invasion of any privacy rights. This obligation will survive the termination of this Agreement.

#### 8. Termination.

ODS reserves the right to terminate USER access to the Website and Website Application(s) or any portion of it in its sole discretion, without notice and without limitation, for any reason whatsoever, including but not limited to unauthorized use of USER access codes or passwords, misuse or unauthorized use of INFORMATION, failure to adhere to policies set forth in documentation, or breach of this Agreement.

#### 9. Confidentiality of Website and Website Application(s).

USER expressly undertakes to retain in confidence all INFORMATION and knowledge gained by USER in the course of training, meetings with ODS employees, or developing and modifying the Website and Website Application(s) and will make no use of such INFORMATION and knowledge except under the terms of this Agreement. USER will not disclose or distribute such information or knowledge to any third party without ODS's prior written permission.

#### 10. Assignment.

USER may not assign its rights, interests or obligations or any part thereof under the Agreement without ODS's prior written permission.

#### 11. Invalidity Due to Change in Law.

This Agreement shall be voidable by either party if it is prohibited by state or federal law or where ruled or adjudicated to be invalid, void or illegal under any current or future federal or state statute or regulation. If any portion of this Agreement is invalid due to such a prohibition, the remainder of the Agreement shall remain in effect.

USER agrees to modify the agreement to conform to changes in applicable rules designated by current or future federal or state statute or regulation, if requested by ODS.

#### 12. Entire Agreement.

This Agreement constitutes the entire agreement between the parties, which may be modified only in writing signed by both parties. There are no promises or representations between the parties other than as stated in this Agreement.

#### 13. Notices.

All notices will be effective when received in writing. Notices to USER will be given at the address shown in this Agreement below, and notices to ODS will be given at 601 SW Second Avenue, Portland, OR 97204. Either party can give notice of address change.

#### 14. Acknowledgment.

By signing this Agreement, USER acknowledges that USER has read, understands and accepts the terms and conditions as stated herein and in Website and Website Application(s) documentation.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
ODS Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

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Title

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Title

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Date

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Date