



# ALLSCRIPTS® SILVERNET TERMS OF SERVICE

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# 1. INTRODUCTION

Allscripts is pleased to provide Allscripts® SilverNET network services. Your contract or order will include the name of the service and available add-ons that you purchased. This Terms of Service (ToS) applies to the SilverNET network services through the term of the service.

# 2. ABOUT SILVERNET

SilverNET network services are services for network infrastructure equipment including firewalls, wireless access points, and switches. The equipment may have been purchased through Allscripts, or the client may supply Allscripts with existing equipment. Allscripts remotely provides the SilverNET network services for the equipment. The services fall into three categories:

- **Technical support:** “best-effort” troubleshooting and reasonable efforts to resolve connectivity problems and performance issues.
- **Configuration management:** managing the configuration of VPNs, alerts, access rules, opening or closing ports, permitting authorized users/traffic, and restricting unauthorized users/traffic.
- **How-to advice:** Advising client on remote connectivity instructions, recommendation of best practices, and general consultation.

**IMPORTANT:** The following limitations apply to the SilverNET service:

- SilverNET is limited to 200 concurrent users per office
- If the client supplies existing equipment, it must *not* be End of Life (that is, it must be supported by its manufacturer)
- If client’s existing equipment fails, it is the client’s sole responsibility to replace it
- SilverNET Service is currently limited to equipment from the following manufacturers.
  - Cisco
  - Sonicwall
  - Meraki
  - Ubiquiti

### 3. STANDARD SERVICES

The following standard services are provided to SilverNET clients who purchased equipment through Allscripts. However, if the client supplies their own existing equipment, some of these services may not be available depending on the limitations of the manufacturer and licensing availability.

Firewall	WiFi	Switch
Proactive alerts	Proactive alerts	Proactive alerts
Troubleshooting	Troubleshooting	Troubleshooting
Configuration management	Configuration management	Configuration management
Reports (upon request)	Reports (upon request)	Reports (upon request)
VPN's (site-to-site and SSL)	Firmware upgrades	Firmware upgrades
ISP intervention & cutovers	Lock down WiFi for authorized users only	Monitor and isolate VLANs
Firmware upgrades	Usage statistics	Usage statistics
Block unauthorized traffic		
Content filtering		
Geo IP filtering		

### 4. ONSITE INSTALLATION AND SUPPORT

Allscripts utilizes a separate 3rd party company for installation of equipment purchased through Allscripts and onsite support. The company is an independent provider of IT infrastructure services with Field Engineers stationed around the country ready to dispatch to customer offices.

Notwithstanding anything to the contrary, Allscripts is not responsible for the the services from the 3<sup>rd</sup> party company

There will be additional costs if onsite support or moves are needed by our 3rd party field engineers.

### 5. CLIENT RESPONSIBILITIES

**Antivirus/antimalware:** the client understands that SilverNET is not a replacement for antivirus and antimalware software. SilverNET is merely another layer of added protection that is intended to compliment the client's existing antivirus and antimalware software. The client agrees to have antivirus and antimalware software on all servers and computers that is kept up to date and scans at regular intervals.

**Authority to grant access:** the client represents that client grants Allscripts permission to access the client's environment for the purpose of providing services outlined in this ToS.

**Unresolvable situations:** the client may request that Allscripts work jointly with the client's IT person, Internet Provider, or vendor. The client accepts that in situations where no resolution is available from the client's IT person, Internet Provider, or vendor, Allscripts' obligation to provide support to the client will be fully satisfied.

**Unreproducible problems:** the client accepts that some problems may not be reproducible and are specific to the client's environment, and therefore not the responsibility of Allscripts.

**Onsite obligations:** when onsite service or installation is required, the client will provide (at no cost to Allscripts) safe and sufficient access to client facilities, including ample working space, electricity, and a telephone. If the client is not at the location when the Field Engineer arrives, we regret that services will not be provided.

**Recording calls:** in carrying out its obligations, Allscripts may at its discretion and solely for the purposes of monitoring the quality of Allscripts' response, record part or all of the calls between the client and Allscripts. By utilizing SilverNET services, you consent to have your calls with Allscripts recorded.

## 6. REPLACEMENT EQUIPMENT

For equipment purchased through Allscripts, Allscripts reserves the right to determine whether or not the client will receive replacement equipment. If, after remote diagnosis and troubleshooting, Allscripts determines that replacing equipment is appropriate, a Field Engineer will be requested to order the replacement equipment and coordinate an onsite visit with the client.

For equipment not purchased through Allscripts, the client is solely responsible for replacing the equipment in the event of failure, upgrades, End of life, or any other reason.

There will be additional costs if onsite support or moves are needed by our 3rd party field engineers.

## 7. CONFIDENTIAL INFORMATION

The Allscripts SilverNET team, its products, and its services, does not directly transmit, receive, or otherwise handle PHI (Protected Health Information) at all. Any access to PHI is only incidental as a result of performing services requested by the client. The client agrees not to provide Allscripts with any PHI while SilverNET services are being performed.

## **8. PASSWORD WAIVER**

Upon request, Allscripts can create administrative logon accounts on the equipment if the client signs the Password Waiver. However, if the IT person or client adjusts settings in a way that causes problems for the client, and the client asks Allscripts to correct it, the time to do so is billable to the client at the current Allscripts hourly rate.

## **9. REVISIONS**

Allscripts reserves the right to revise this ToS by updating this document at any time without prior notice.

## **10. INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless Allscripts and its affiliates, subsidiaries, agents, employees, and licensors from and against any and all claims and expenses, including attorneys' fees related in any way to your use of SilverNET services, violation of this ToS, violation of any law or regulation, violation of any proprietary or privacy right or breach of confidentiality.

## **11. DISCLAIMER**

SilverNET services, support, and equipment are provided on an "as is" and "as available" basis. Allscripts makes no other representations or warranties of any kind whatsoever and disclaims all other warranties and representations, expressed or implied, including, but not limited to, warranties of merchantability, fitness for a particular use or purpose, accuracy, non-infringement or operation. Allscripts does not guarantee that SilverNET services or equipment will be without problems or defect. You agree that you take full responsibility and liability for your use of the services and equipment.

## **12. LIMITATION OF LIABILITY**

To the furthest extent permitted by applicable law, under no circumstances, including, but not limited to negligence, shall Allscripts be liable for any direct, indirect, special, incidental, or consequential damages, including, but not limited to, loss of data or profit arising out of the use or the inability to use SilverNET services and equipment, even if a SilverNET representative has been advised of the possibility of such damages. If your use of SilverNET services and

equipment results in the need for servicing, repair, or correction of equipment or data, you assume any and all costs thereof.

Client acknowledges there is no one line of defense for protection against cyber-attacks. The SilverNET Subscription adds a technical control that lowers the risk of a malicious attack. The risk of viruses and/or ransomware is not completely removed with this Subscription and the onus of site protection against successful attacks are the responsibility of the Client. The SilverNET Subscription is not a substitute for antivirus or antiransomware protection and Allscripts strongly recommends that the Client install antivirus and antiransomware protection on their systems even with the SilverNET Subscription.

### **13. CANCELLATION**

Allscripts reserves the right to cancel the SilverNET service at any time by providing written notice to client for any of the following reasons:

- Client fails to pay in accordance with the invoice terms.
- Client refuses to cooperate with SilverNET representatives.
- Client fails to abide by all of the terms and conditions set forth in this Terms of Service.

The terms and conditions regarding cancellation are contained in the underlying Master Services Agreement.