

MYRIAD PROVIDER PORTAL

USER AGREEMENT

1. **LEGALLY BINDING AGREEMENT.** This agreement (“**Agreement**”) sets forth the terms and conditions under which you and others acting on your behalf (collectively “**YOU**”) will be given access to the Myriad Provider Portal. This Agreement supplements and does not supersede or override, unless expressly stated otherwise, the terms and conditions YOU previously agreed to in accessing MyriadPro.com. This Agreement contains important legal provisions. By clicking “I Agree” YOU will be entering a legally binding agreement with Myriad Genetic Laboratories, Inc. (“**MYRIAD**”), under which YOU will promise to do or not do certain things. YOU will also agree to specific limits on how YOU may use and distribute content YOU receive through the Myriad Provider Portal. **PLEASE READ CAREFULLY BEFORE CLICKING “I AGREE”.**

Commented [BJ1]: Link to general Terms and Conditions for MyriadPro.com.

Commented [KS2]: Will do

2. **Purpose.** To improve patient care, MYRIAD allows healthcare providers to access a secure, HIPAA-compliant, electronic portal by which such providers can perform certain actions and obtain certain information related to MYRIAD tests (the “**Myriad Provider Portal**”). Under this Agreement, YOU may be given access to the Myriad Provider Portal, which may include (a) certain information relating to patient test results for certain MYRIAD test offerings, (b) certain online ordering functionalities for MYRIAD test offerings, and (c) certain additional functionalities that may be included or removed from the Myriad Provider Portal at any time and from time to time by MYRIAD in its sole discretion, as discussed in Section 4 below. In consideration of MYRIAD granting YOU and others working on your behalf access to the Myriad Provider Portal, YOU hereby agree to the following terms and conditions.

3. **Myriad Provider Portal Access.**

3.1 Delegated access only for live individuals involved in direct patient care. YOU may designate up to five (5) other individuals per account to be granted access to the Myriad Provider Portal in YOUR name and for the sole purpose of providing direct care to YOUR patients. These individuals will be known as “**Delegates**”. YOU agree to designate as Delegates only live individuals involved in providing direct care to YOUR patients. For clarity, YOU agree to not designate any corporation, company or other organization as a Delegate. YOU understand and agree that each time YOU designate a Delegate for Myriad Provider Portal access, YOU are representing and warranting to MYRIAD (a) that the Delegate is a live individual; (b) that the Delegate is involved in providing direct health care to YOUR patients; and (c) that the Delegate may properly receive information, including but not limited to patient testing results, under applicable law or regulation (e.g., HIPAA).

3.2 YOU are liable for actions of YOUR Delegates. YOU agree that any Delegate designated by YOU will be YOUR agent as to the Delegate’s access to the Myriad Provider Portal and the Delegate’s use of the Myriad Provider Portal, including but not limited to use or distribution of any content received from the Myriad Provider Portal. As such, YOU agree to accept, and indemnify MYRIAD against, all liability for any such Delegate access and/or use.

3.3 YOU are responsible for policing access under YOUR account. Beyond requesting that YOU or YOUR Delegate supply a username and password (or other authentication) before being granted access to the Myriad Provider Portal, MYRIAD will not be required to make any additional efforts to verify the identity or authorization of those accessing or attempting to access the Myriad Provider Portal through YOUR account. YOU agree to be fully responsible for maintaining the confidentiality of YOUR password and username, as well as those of YOUR Delegates if different, and YOU agree to be fully responsible for all activities, whether YOURS or YOUR Delegates', that occur under YOUR account or login. YOU agree to immediately notify MYRIAD of any unauthorized use of YOUR password or account or any other breach of security in accessing the Myriad Provider Portal. YOU understand and agree that MYRIAD may monitor YOUR use and YOUR Delegates' use of the Myriad Provider Portal, including but not limited to the volume and nature of patient test results accessed by YOUR Delegates.

3.4 Continuing access to the Myriad Provider Portal. YOU agree to provide all hardware, software and internet access that is needed for YOU and YOUR Delegates to access the Myriad Provider Portal. Minimum web browser requirements are Internet Explorer version 9 and later, the latest version of Firefox version and one release prior to latest, the latest version of Safari and one release prior to latest, the latest version of Microsoft Edge and one release prior to latest, the latest version of Chrome and one release prior to the latest. Minimum PDF viewer requirement is Adobe™ Reader™ version 8.

4. **Optional Functionality.**

4.1 Clinical Resources. Some functionality available through the Myriad Provider Portal may include resources to help YOU and other healthcare providers, e.g., evaluate patients for appropriateness for MYRIAD's testing (e.g., evaluating a patient against medical society guidelines for testing), generate patient pedigrees relevant to such an evaluation, generate pre-populated test request forms for MYRIAD's testing, etc. YOU hereby agree and acknowledge that (a) any such clinical resource is provided solely as an educational resource to aid in the ordering and processing of MYRIAD tests, (b) any such clinical resource does not replace YOUR clinical judgment in deciding whether to test a particular patient or what test to order for such patient, and (c) MYRIAD shall not be liable for and YOU hereby hold MYRIAD harmless against YOUR use or reliance on any such clinical resource.

4.2 Test ordering through the Myriad Provider Portal. For all MYRIAD tests ordered by YOU or any of YOUR Delegates through the Myriad Provider Portal, if any, YOU represent and warrant that YOU (a) have the legal authority to place such order(s); (b) have obtained any and all patient consents to collect, transfer, and have tested any samples submitted in connection with such order(s), as required by applicable laws, regulations, and rules; (c) are not currently excluded from a federal or state health care program; and (d) shall use information derived from a test result provided by MYRIAD only for treatment of the patient or, subject to Section 5, for other legally permissible purposes.

4.3 Preferences. Some functionality available through the Myriad Provider Portal may include the option for YOU to indicate default preferences for certain elements of YOUR interactions with MYRIAD. Examples may include managing notifications, automated replacement kit, genetic counsellor referrals, etc. By clicking “I Agree” when entering these preferences in the Myriad Provider Portal, YOU (a) renew YOUR acceptance of this Agreement, (b) authorize MYRIAD to act in accordance with such preferences, and (c) indemnify and hold MYRIAD harmless against any claims or liabilities arising out of MYRIAD’s actions in accordance with such preferences.

5. Important Limitations on YOUR Use of the Myriad Provider Portal.

5.1 Limitations on YOUR use of Myriad Provider Portal content. Except as provided by applicable law, YOU agree that YOU will not disclose, provide or distribute any content YOU receive through the Myriad Provider Portal, including any element of any patient result report for a MYRIAD test (especially but not limited to the clinical classification of any genetic variant), to any person or party other than: (i) the patient to whom the content applies, (ii) a healthcare provider directly involved in the particular patient’s care, or (iii) a third party to whom the patient expressly directs disclosure. YOU agree to the forgoing restriction (a) regardless of the means in which such content is to be provided by YOU to the other person or party (e.g., verbally, in writing, electronically, etc.) and (b) regardless of whether a patient’s protected health information is excluded from the information provided to the other party.

5.2 Paper test results. YOU acknowledge that by registering with the Myriad Provider Portal, YOU will receive the following:

- Online and paper results for myRisk®. Paper results will be sent via USPS. If YOU would like to opt out of paper completely, YOU can do so following instructions provided in the Myriad Provider Portal.
- Online results only for all other Myriad test offerings.

Patient results will be available for viewing, download or printing for a period of three hundred sixty five (365) days from initial posting on the Myriad Provider Portal, after which time test results may be removed from the Myriad Provider Portal. YOU may request fax copies of tests results on a case-by-case basis by contacting MYRIAD.

5.3 Confidentiality. The Myriad Provider Portal and associated content and software are and shall remain confidential and proprietary trade secrets of MYRIAD. YOU agree to not disclose, distribute, assign or compromise these in any manner during the term of this Agreement or at any time thereafter.

6. Compliance with laws and regulations. YOU agree to comply, and ensure YOUR Delegates’ compliance, with all required and applicable local, state and federal laws governing the privacy and security of patient medical records. YOU agree and acknowledge that any and all testing results accessed via the Myriad Provider Portal are accessed through software applications

neither created nor controlled by MYRIAD, including but not limited to applications such as Adobe Reader, Microsoft Internet Explorer, Google Chrome, Mozilla Firefox, or Apple Safari. These applications may grant YOU functionality not approved by applicable laws and regulations (e.g., HIPAA), including but not limited to emailing patient results and information to third parties. YOU agree and acknowledge that YOU are responsible for YOUR own compliance and that of YOUR Delegates with all laws and regulations applicable to the handling of medical records (e.g., HIPAA) once test results have been viewed or downloaded through the Myriad Provider Portal. MYRIAD will take reasonable steps to protect the confidentiality of YOUR account information; however MYRIAD makes no warranty, guarantee, or representation of such confidentiality or that use of the Myriad Provider Portal is protected from viruses, security threats or other vulnerabilities.

7. **Updates to Myriad Provider Portal and to this Agreement.** MYRIAD may update or revise the Myriad Provider Portal at any time and may require password changes on a routine basis or as it otherwise determines necessary. MYRIAD may also disable YOUR access to the Myriad Provider Portal for accounts in which no activity has been logged for a period of 180 days or more. Without limiting any rights which MYRIAD may otherwise have, MYRIAD reserves the right to take any and all action, as it deems necessary or reasonable, to protect the security of the Myriad Provider Portal and YOUR account, including without limitation terminating YOUR account, changing YOUR password, or requesting additional information to authorize transactions on YOUR account. Notwithstanding the above, MYRIAD may rely on the authority of anyone accessing YOUR account or using YOUR password, whether to view patient results in the Myriad Provider Portal or to order testing, and in no event and under no circumstances shall MYRIAD be held liable to YOU for any liabilities or damages resulting from or arising out of (i) any action or inaction of MYRIAD under this provision, (ii) any compromise of the confidentiality of YOUR account or password and (iii) any unauthorized access to YOUR account or use of YOUR password. YOU may not use anyone else's account at any time without the express permission of, and under the direction of, the account holder.

8. **Indemnification.** YOU agree to defend, indemnify, and hold MYRIAD harmless from any claims or liabilities that might arise as a result of (a) access or use of the Myriad Provider Portal, or any Myriad Provider Portal content, by YOU or any of YOUR Delegates or (b) breach of this Agreement, including any representation or warranty, by YOU or any of YOUR Delegates.

9. **Term of this Agreement.** This Agreement and YOUR account shall be effective as of the date and time YOU click "I Agree" and shall continue until terminated by either YOU or MYRIAD according to this Section 9.

9.1 YOU agree and acknowledge that MYRIAD may terminate this Agreement and revoke, disable, discontinue and/or limit access to the Myriad Provider Portal for YOU and/or any of YOUR Delegates at any time, with or without cause.

9.2 YOU may terminate this Agreement or YOUR account at any time by providing written notice to MYRIAD and discontinuing all use of or access to the Myriad Provider Portal by YOU and YOUR Delegates.

9.3 Upon termination or expiration of this Agreement or YOUR account, unless YOU indicate otherwise in writing, MYRIAD will promptly begin providing patient test results in written form and will no longer provide YOU or YOUR Delegates access to the Myriad Provider Portal.

9.4 Termination or expiration of this Agreement or YOUR account shall not affect any rights or obligations which have accrued prior to such termination or expiration.

10. **Disputes.** This Agreement shall be interpreted and enforced in accordance with the laws of the State of Utah without regard to its conflict of law rules. Venue for any disputes arising under this Agreement shall be in any state or federal court in and for Salt Lake County, Utah.