AMENDMENT TO ART DATA COLLECTION AGREEMENT
EFFECTIVE JUNE 25, 2018

Assisted reproductive technology clinics (individually, an "ART Clinic") with membership in The Society for Assisted Reproductive Technology ("SART") have entered into an ART Data Collection Agreement with SART, pursuant to which SART provides certain goods and/or services to the ART Clinic (such agreement is referred to herein as the "Agreement").

Due to the need to add certain mobile services provided by SART, it is necessary to amend the Agreement.

Accordingly, this *Amendment to ART Data Collection Agreement Effective June 25, 2018* ("Amendment") amends, supplements, and is made a part of your Agreement with SART.

# Definitions. Terms used but otherwise not defined in this Amendment shall have the meanings set forth in the Agreement.

# SART Mobile App. SART will provide certain mobile services to ART Clinic, its patients or potential patients and the public at large though the use of a mobile application ("App"). SART may publish a profile of ART Clinic within the App. The profile will only contain De-Identified Clinic Data. In the event ART Clinic uses the App to communicate with patients, potential patients, or other users of the App or participates in the App in any other manner, the following additional provisions shall apply:

## SART may use Clinic Reporting Data or other information entered by ART Clinic into the SART CORS Website in connection with the App.

## ART Clinic is solely responsible for ensuring that its use of the App and the information ART Clinic discloses through the App complies with all applicable state and federal rules, regulations, and laws. If state law requires certain actions, representations, or obligations by SART, as ART Clinic's business associate and/or the entity offering the App, in addition to those actions, representations, or obligations stated in the Agreement, ART Clinic is responsible for providing SART with written notification of such additional actions, representations, or obligations.

## ART Clinic is solely responsible for obtaining any and all patient consents or authorizations that are required by state or federal rules, regulations, or laws for use of the App.

## By participating in the App, ART Clinic acknowledges and consents to the transmission of information, which may include PHI, via the App, and consents to the storage of any information entered into the App, which may include PHI, by SART.

## By making the App available to ART Clinic, SART makes no representation or warranty to ART Clinic regarding the accuracy of the information entered into the App by a patient, potential patient, or other user of the App.

# Effect on the Agreement; General Provisions. Except for the provisions set forth in this Amendment, the terms and provisions of your Agreement with SART, as may have been amended, are hereby ratified and declared to be in full force and effect. In the event the terms of your Agreement with SART and the terms of this Amendment conflict or otherwise contradict in any way, the terms of this Amendment shall prevail.

# Effective Date. This Amendment shall become effective on June 25, 2018 without any further action by either ART Clinic or SART.

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