Fieldstone Health Services Agreement

Version 1.0 of 27 October 2026. Square brackets mark the terms set in each customer's Order Form.

1. Parties and how the documents fit

This Services Agreement (the "Agreement") is made as of the Effective Date in the Order Form between **Fieldstone Health, LLC**, a Massachusetts limited liability company with its principal office at 14 Algonquian Drive, Natick, Massachusetts 01760 ("Fieldstone"), and the customer named in the Order Form ("Customer").

1.1 The documents. The parties' agreement consists of:

1. this Agreement;
2. each Order Form signed by both parties;
3. the Fieldstone Health Master Business Associate Agreement, including Schedule C (the "BAA"); and
4. the Service Schedules for the products and plans named in the Order Form.

1.2 Order of precedence. If these documents conflict, the BAA controls on protecting PHI and the other health information it covers; this Agreement controls on fees, liability, indemnities and other commercial terms; an Order Form controls on the products, plan, fees and term it names; and a Service Schedule controls on how its product works. Nothing in an Order Form reduces a protection in the BAA.

2. Definitions

- **Activation** means Fieldstone's written confirmation that the Services are live for Customer's use with real patient information, given only after this Agreement, the BAA and the applicable Service Schedule are signed (BAA section 8.5).
- **Annual Fees** means the fees paid or payable by Customer under all Order Forms for the 12 months before the event giving rise to the claim. If the Agreement has run for less than 12 months, it means the fees payable for its first 12 months.
- **Customer Content** means the templates, form questions and wording, logos, settings, submissions and other material that Customer, its staff or the people filling in its forms provide through the Services.
- **Fieldstone Platform** means Fieldstone's software, websites, form designs and code, documentation and related technology, not including Customer Content.
- **Order Form** means a document signed by both parties naming the products, plan, fees, term and notice contacts.
- **Privacy and Security Claim** means any claim arising from a breach of the BAA, a Breach of Unsecured PHI, a Security Incident, or an unauthorized use or disclosure of PHI or Contract Health Data.
- **Services** means the products and plans named in an Order Form, as described in their Service Schedules, and related support.

- **PHI**, **Contract Health Data**, **Business Day** and other capitalized terms not defined here have the meanings given in the BAA.

3. The Services

3.1 Providing the Services. Fieldstone will provide the Services named in each Order Form, as described in their Service Schedules, with reasonable email support on Business Days.

3.2 Activation. Customer may use the Services with real patient information only after Activation. The free form Fieldstone built for Customer before this Agreement, and any other form built before Activation, is a demo governed by the Fieldstone Health Free Demo Terms and may be used only with fictional information.

3.3 Form building. Customer will send Fieldstone blank templates only. Fieldstone will build the web forms named in the Order Form. Customer is responsible for reviewing and approving each form's questions and wording before use.

3.4 Changes to the Services. Fieldstone may improve the Services. Changes to how PHI is handled follow BAA section 10. Fieldstone will not materially reduce the functionality of the Services during a current term without Customer's written agreement.

3.5 Subcontractors. Fieldstone may use the Subcontractors on its Subcontractor List under BAA section 5, and remains responsible for them as BAA section 5.3 provides.

4. Customer responsibilities

Customer will:

1. use the Services only for its own lawful purposes, and comply with the laws that apply to its collection and use of information, including giving any required notices and obtaining any required consents (BAA section 1.4 and Schedule C);
2. decide what its forms ask for, and make sure it is entitled to collect that information;
3. keep its staff accounts, passwords and devices secure, give access only to people who need it, and remove access promptly when someone leaves;
4. set and keep current the email addresses where forms are delivered, and secure its own email and systems once forms reach them;
5. send PHI to Fieldstone only through the Services or a secure channel Fieldstone designates (BAA section 8.3);
6. not use the Services to send unlawful, infringing or malicious content, try to reach another customer's data, or disrupt the Services; and
7. tell Fieldstone promptly about any suspected unauthorized access to its accounts.

5. Fees and payment

5.1 Fees. Customer will pay the fees in each Order Form. Fees are in U.S. dollars and do not include taxes.

5.2 Invoices and payment. Fieldstone invoices by email annually in advance. Customer pays by check or bank transfer within 30 days after the invoice date.

5.3 Late payment. If an undisputed invoice is more than 45 days overdue, Fieldstone may send a written reminder. If it is still unpaid 15 days after that reminder, Fieldstone may suspend the Services under section 6.3.

5.4 Disputes. Customer will tell Fieldstone in writing of any good-faith dispute before the due date, and pay the undisputed part on time.

5.5 Fee changes. Fees change only by a new Order Form or another signed written agreement. Fieldstone may propose new fees for a renewal term by notice at least 30 days before that term begins. New fees apply only if Customer agrees in writing; otherwise either party may decline to renew under section 6.2.

6. Term, suspension and termination

6.1 Term. This Agreement starts on the Effective Date and continues while any Order Form is in effect. Each Order Form has an initial term of 12 months from Activation.

6.2 Renewal. Each Order Form renews for successive 12-month terms unless either party gives written notice of non-renewal at least 30 days before the current term ends.

6.3 Suspension. Fieldstone may suspend the affected Services, in whole or in part:

1. immediately, to contain a material security risk (BAA section 9.2), telling Customer as soon as practicable; or
2. for non-payment, after the notices in section 5.3.

Suspension for non-payment stops new form submissions only. It never blocks Customer's access to its stored PHI or its export, and never suspends Fieldstone's obligations under the BAA.

6.4 Termination. Either party may terminate this Agreement or an Order Form:

1. for convenience, by 60 days' written notice after the initial term;
2. for material breach of the BAA, as BAA section 9.2 provides, or for any other material breach of this Agreement that is not cured within 30 days after written notice; or
3. immediately, if the other party becomes insolvent or stops doing business.

6.5 What happens at the end. When an Order Form ends, Fieldstone will provide any export and return or destroy Customer's information as the Service Schedule and BAA section 9.4 provide. Customer pays fees accrued to the end date. Fieldstone refunds fees prepaid for any period after the end date if Customer terminates under section 6.4(2) or (3), or if Fieldstone terminates for convenience.

6.6 Survival. Sections 5 (for amounts owed), 6.5, 7, 8, 9 and 10, and the BAA's surviving obligations, survive the end of this Agreement.

7. Information, ownership and confidentiality

7.1 PHI and health data. The BAA governs how Fieldstone handles PHI and Contract Health Data. Fieldstone will not sell Customer's information, use it for marketing, or use PHI to train artificial-intelligence models.

7.2 Customer Content. Customer owns Customer Content. Customer grants Fieldstone a non-exclusive license to host, copy, process and display Customer Content only to provide, secure and support the Services, as the BAA permits.

7.3 Fieldstone Platform. Fieldstone owns the Fieldstone Platform, including the web forms, designs and code it builds, apart from the Customer Content in them. During the term, Customer may use the Services and the forms built for it for its own purposes. On request when an Order Form ends, Fieldstone will give Customer its form questions and wording in a readable format.

7.4 Usage counts. Fieldstone may keep counts of form activity that contain no PHI or other personal information, to operate the Services and report on them to Customer (BAA section 2.5).

7.5 Feedback. Fieldstone may use suggestions Customer gives about the Services without obligation.

7.6 Confidentiality. Each party will keep the other's non-public business information confidential, use it only for this Agreement, and disclose it only to people who need it and are bound to keep it confidential, or as the law requires. This does not cover information that is public, already known to the recipient, independently developed, or lawfully received from someone else. PHI is governed by the BAA, not this section.

8. Warranties, disclaimers and indemnities

8.1 Fieldstone's warranty. Fieldstone will provide the Services with reasonable skill and care, in material conformity with their Service Schedules. If it does not, Fieldstone will correct the problem. If it can't within a reasonable time, Customer may terminate the affected Order Form and receive a refund of prepaid fees for the rest of the term.

8.2 Customer's warranty. Customer has the right to collect the information its forms request and to provide Customer Content to Fieldstone.

8.3 Disclaimers. Except as stated in this Agreement and the BAA, the Services are provided "as is." Fieldstone does not give medical, legal or compliance advice, does not review the clinical content of forms, and does not promise the Services will be uninterrupted or error-free. Once a delivered email is accepted by the recipient's systems, it is outside Fieldstone's control.

8.4 Customer indemnity. Customer will defend Fieldstone against third-party claims arising from Customer Content, Customer's unlawful collection or use of information, or Customer's use of a demo, including the free form Fieldstone built for Customer before this Agreement, with real patient information, and will pay the amounts finally awarded or agreed in settlement.

8.5 Fieldstone indemnity [optional; include only if a customer requires it]. Fieldstone will defend Customer against third-party claims to the extent caused by Fieldstone's breach of the BAA, and will pay the amounts finally awarded or agreed in settlement, subject to the Privacy and Security Cap in section 9.2.

8.6 How indemnity works. The party seeking a defense will give prompt written notice, let the other party control the defense and settlement, and cooperate reasonably. No settlement may admit fault for, or impose obligations on, the defended party without its consent. An indemnity is reduced to the extent the defended party caused the claim.

9. Limitation of liability

This section applies to all claims arising out of or relating to this Agreement, the BAA and the Service Schedules, including claims involving PHI, as BAA section 11 contemplates.

9.1 General cap. Each party's total aggregate liability for all claims other than Privacy and Security Claims arising in any 12-month period is limited to the Annual Fees. Claims arising from the same event or series of connected events count as one claim, in the 12-month period in which the first of them arose.

9.2 Privacy and Security Cap. Fieldstone's total aggregate liability for all Privacy and Security Claims arising in any 12-month period is limited to two times the Annual Fees. The general cap does not apply to those claims, and amounts paid under one cap do not count toward the other. Amounts Fieldstone pays in defense, settlement or indemnity under section 8.5, and breach-notification and credit-monitoring costs the law requires that are recoverable as direct damages, count toward this cap. There is no minimum dollar amount. Any higher limit is agreed under section 9.6 by signed amendment, never automatically.

9.3 Excluded damages. Neither party is liable for lost profits, lost revenue, or indirect, special, incidental, consequential or punitive damages, even if told they were possible. Breach-notification and credit-monitoring costs the law requires are direct damages within section 9.2 and are not excluded here.

9.4 Exceptions. These caps and exclusions do not limit Customer's obligation to pay fees, liability for fraud or willful misconduct, liability that applicable law does not allow to be limited, or Customer's obligations under section 8.4.

9.5 No reimbursement duty. Neither this Agreement nor the BAA creates an indemnity, except under sections 8.4 and 8.5 as included, or a separate duty to reimburse Customer's notification or other breach-response costs.

9.6 What these limits don't do. No limit in this section excuses either party's performance of the BAA, limits a government authority's powers, or restricts the rights of people who are not parties. A higher limit requires a separate written agreement on pricing and supporting insurance before signing.

10. General terms

10.1 Notices. Notices go by email to the notice contacts in the Order Form and take effect as BAA section 12.5 provides. A notice of breach, suspension or termination is also sent to the signer's email address.

10.2 Governing law and venue. This Agreement and disputes between the parties arising out of or relating to it are governed by the laws of the Commonwealth of Massachusetts, without regard to its conflict-of-laws rules, subject to applicable federal law and other nonwaivable law. Subject to applicable nonwaivable law, any action between the parties arising out of or relating to this Agreement must be brought exclusively in the state courts of competent jurisdiction located in Middlesex County, Massachusetts or, where federal subject-matter jurisdiction exists, the United States District Court for the District of Massachusetts. Each party consents to personal jurisdiction and venue in those courts.

10.3 Assignment. Neither party may assign this Agreement without the other's written consent, except to a successor to all or substantially all of its business, on written notice, if the successor agrees in writing to be bound by this Agreement and the BAA.

10.4 Events beyond control. Neither party is liable for delay caused by events beyond its reasonable control. This does not excuse Fieldstone's safeguards, incident reporting or other BAA obligations, or Customer's payment obligations.

10.5 Independent contractors. The parties are independent contractors.

10.6 No third-party beneficiaries. Nothing in this Agreement gives rights to anyone other than the parties.

10.7 Entire agreement and amendments. The documents in section 1.1 are the parties' entire agreement on their subject. Terms in a Customer purchase order do not apply. Amendments must be in writing and signed by both parties, except Service Schedule updates made under BAA section 10.

10.8 Signatures. This Agreement and each Order Form may be signed electronically and in counterparts.

Signatures

	Fieldstone Health, LLC	Customer
Signed by		
Name and title	Russell Corsini, Member	
Date		

Order Form

Item	Details
Customer legal name and address	
Customer's HIPAA role	☐ Covered Entity ☐ Business Associate of a Covered Entity ☐ Not subject to HIPAA
Product and plan	☐ Secure Form Direct Delivery (Schedule A) ☐ Secure Form Workflow Portal (Schedule B)
Forms to be built	[number and names]
Fees	$[amount] per [year], invoiced [annually in advance]
Initial term	[12 months] from Activation
Fieldstone notice contact	[name, email, phone]
Customer notice contact	[name, email, phone]
Effective Date	
Signed for Fieldstone (name, date)	
Signed for Customer (name, title, date)	