

END USER LICENSE AGREEMENT

This End User License Agreement (this "Agreement") is between you and CarePICS, LLC., ("CarePICS") a Delaware corporation. Your use of the CarePICS® Application ("CarePICS®") and access to CarePICS.com (the "Services") is subject to the terms and conditions of this Agreement, CarePICS's Privacy Policy and the CarePICS.com Terms of Use. You acknowledge that you have read and understand this Agreement and that you accept this Agreement by clicking on the ACCEPT button. You may not access the Services using CarePICS® unless you accept and agree to be bound by this Agreement.

You and CarePICS agree to the following:

- License:** Subject to the terms and conditions of this Agreement, CarePICS hereby grants you a non-exclusive, non-transferable license (without the right to sublicense, distribute, sell or provide the Services to any third party) to use CarePICS® to access Services during the term of this Agreement. Except for the limited license provided herein, all proprietary rights in or related to the Services are and will remain the sole and exclusive property of CarePICS. Neither this Agreement nor your access to the Services will be construed as granting you any rights other than the limited license provided in this Section 1. You will not and will not permit others to (a) provide any third party with access to the Services by any means; (b) modify, reverse engineer, reverse assemble or decompile Software; (c) engage in any unauthorized, illegal or misleading activity through the use of the Services; (d) introduce into the Services any code intended to disrupt the Services; or (e) copy, capture, save or otherwise record any PHI (as defined herein) received through the Services. CarePICS may, in its sole discretion, with or without notice, temporarily or permanently suspend your use of the Services and/or CarePICS® for any breach of this Agreement or violation of any rules relating to receipt, handling or security of PHI.
- Services Availability.** CarePICS may modify, replace, refuse access to, suspend or discontinue CarePICS®, partially or entirely, or change or modify prices prospectively for all or part of the Services for you or for all users in our sole discretion. All of these changes will be effective upon their posting on CarePICS.com or by direct communication to you unless otherwise noted.
- HIPAA Regulations and Definitions.** This Agreement references subject matter described in the HIPAA Privacy and Security regulations found at 45 CFR Part 160 and Part 164. Terms used in this agreement, including but not limited to "Covered Entity", "Business Associate", "Protected Health Information ("PHI")", "use", "disclose", "Breach", and "Security Incident", will have the same meaning as defined in the above referenced regulations. Except as otherwise used herein, "Effective Date" will be the date and time that you agree to this Agreement.

4. **Your Obligations:**

- a. **Registration Information:** You will be required to provide the information on the Network Associate Registration page prior to accessing the Services ("Registration Information"). CarePICS reserves the right to verify any and all Registration Information and may deny access to the Services in its sole discretion. You warrant that all information provided is true and accurate, and you will not impersonate others or otherwise mislead, confuse or deceive CarePICS or any other user of the Services.
- b. **Network Associate Representation and Warranties:** You must be authorized by a Covered Entity that is also a Network Partner of CarePICS to use the Services with regard to PHI of that Network Partner and you must be qualified under HIPAA to receive PHI that belongs to that Network Partner. You warrant that you will at all times when using the Services be a Covered Entity or a Business Associate and, if applicable, will have agreed to the terms of the Business Associate Agreement sent to you by the Network Partner that is the owner of PHI provided to you through the Services.
- c. **Tokens.** You will be assigned by a Network Partner or receive from CarePICS at the time that CarePICS receives the your membership fee a "token" that contains a unique Password to be associated with your account. The same Password will provide access to Services through CarePICS® and also to CarePICS.com. You are responsible for safeguarding your Password. CarePICS assumes no responsibility for lost, misappropriated or misused Passwords, and you will be solely responsible for all access to the Services made under your Password.
- d. **Compliance with Laws.** You will not use the Services for any unlawful purpose or in furtherance of any illegal activity. You warrant that you will comply with all applicable federal, state and local laws, executive orders, and regulations. You further warrant that at all times when using the Services you will have obtained all consents and/or permissions as required by law to receive, transfer, use or provide any personal information, PHI, and/or other data provided, entered, transferred or received by you using the systems that comprise the Services, and that your use of the Services will be conducted in accordance with all applicable laws, including but not limited to HIPAA.
- e. **Internet Connection.** In accepting the terms of this Agreement, you understand that the Services can only be accessed by means of an Internet connection not provided as part of this Agreement. It is your sole responsibility to obtain such connection through an internet service provider at your sole cost and expense.

- f. **Indemnity.** You will indemnify and hold CarePICS harmless for all damages, losses and costs (including, but not limited to, reasonable attorney's fees and costs) related to all claims, charges and investigations caused by your failure to comply with this Agreement and/or your access to and use of the Services.

5. **WARRANTY DISCLAIMER.** YOUR ACCESS TO THE SERVICES IS "AS IS". EXCEPT AS EXPRESSLY PROVIDED HEREIN, CarePICS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO WARRANTIES THAT THE SERVICES WILL BE ERROR FREE OR AVAILABLE ON AN UNINTERRUPTED OR ONGOING BASIS, AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER IMPLIED OR STATUTORY, WITH REGARD TO THE SERVICES OR ANY RESULTS THEREFROM, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND/OR FITNESS FOR A PARTICULAR PURPOSE. YOU IS ULTIMATELY RESPONSIBLE FOR DETERMINING IF THE SERVICE MEETS YOU'S REQUIREMENTS. CarePICS DOES NOT WARRANT THE ACCURACY, QUALITY, TIMELINESS, COMPLETENESS, OR CONTINUED AVAILABILITY OF THE SERVICES, OR ANY RESPONSES OR RESULTS GENERATED THEREFROM.

6. **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL CarePICS BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES, WHETHER FORSEEABLE OR UNFORSEEABLE, ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY IN TORT OR OTHERWISE. IN NO EVENT WILL THE AGGREGATE LIABILITY OF CarePICS EXCEED AN AMOUNT EQUAL TO \$50. THE LIMITATION OF LIABILITY SPECIFIED IN THIS SECTION 5 WILL SURVIVE AND APPLY EVEN IF THE LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED IN ITS ESSENTIAL PURPOSE.

7. **Term and Termination.** The term of your CarePICS® membership and this Agreement is one (1) year from the later of the date on which you click Accept or CarePICS receives your membership fee, where applicable. Notwithstanding anything to the contrary herein, CarePICS may suspend, permanently or temporarily, your access to the Services for any breach of this Agreement without further liability to you. As provided for under 45 CFR §164.504, you may immediately terminate this Agreement if CarePICS has breached a material provision of this Agreement. Alternatively, you may choose to: (i) provide CarePICS with 30 days written notice of the existence of an alleged material breach; and (ii) afford CarePICS an opportunity to cure said alleged material breach upon mutually agreeable terms. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination of the Agreement.

8. **Mutual Representation and Warranty.** Where applicable, each party represents and warrants to the other party that all of its employees, agents, representatives and members of its work force, who services may be used to fulfill obligations under this

Agreement, are or will be appropriately informed of the terms of this Agreement and are under legal obligation to fully comply with all provisions of this Agreement.

9. **Notices.** You agrees to maintain with CarePICS a valid and working email address for delivery of any notices required or otherwise related to this Agreement. You further agrees to whitelist CarePICS's email address, and/or take additional actions as necessary in your spam filter to assure delivery of such notices. CarePICS will use the email address of record for delivery of any notices to you. For notices from you to CarePICS, you will utilize U.S. mail, express courier, or hand delivery to CarePICS's address detailed above.

10. **Arbitration, Governing Law, Forum for Disputes.** All legal issues arising from or related to the use of the Services will be construed in accordance with, and all questions with respect thereto will be determined by, the laws of the State of North Carolina. Any controversy or claim arising out of or relating to this Agreement or your use of the Services will be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim will be arbitrated on an individual basis, and will not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration will be conducted in Wake County, NC and judgment on the arbitration award may be entered into in any state or federal court in North Carolina having jurisdiction thereof. Any party seeking temporary or preliminary injunctive relief may do so in any state or federal court in North Carolina having jurisdiction thereof. Except as set forth above, the state and federal courts of North Carolina will be the exclusive forum and venue to resolve disputes arising out of or relating to this Agreement or your use of the Services. By using the Services and thereby agreeing to this Agreement, you consent to personal jurisdiction and venue in the state and federal courts in North Carolina with respect to all such disputes.

11. **Miscellaneous.** This Agreement represents the entire and exclusive agreement of the parties with respect to the subject matter hereof, and supersedes any and all prior and/or contemporaneous agreements, whether written or oral. This Agreement may be amended by CarePICS at its sole discretion. By continuing to access the Services, you agree to be bound by such amendments. In the event of a conflict between the terms of this Agreement, the CarePICS.com Terms of Use, and the Privacy Policy, this Agreement will prevail with regard to the subject matter hereof. If any provision of this Agreement is for any reason held to be illegal or unenforceable, such provision will be deemed separable from the remaining provisions of this Agreement and will in no way affect or impair the validity or enforceability of the remaining provisions of this Agreement.