
TERMS OF SERVICE AND END-USER LICENSE AGREEMENT

Confirmation

1. If you are seeking medical advice for an emergency, call 911, or go directly to the closest Emergency Room.
2. This Application provides a search tool designed to locate the physicians and other resources. It will find participating physicians and resources within 30 miles of your current location (or the Zip Code entered by you) and list them based on proximity to your current location.
3. This application may not identify every physician or facility in your network and is not an endorsement of any particular physician or facility or a particular health professional's suitability for your needs. For more information, please visit www.CareStarter.co
4. Your continued use of this Application is subject to your acceptance of the current End User License Agreement (EULA).

End User License Agreement

End User License Agreement terms and conditions governing download and use of mobile application.

Please read this end user license agreement terms and conditions carefully.

The following paragraphs set forth the terms and conditions (Terms) under which CareStarter (alternatively referred to as us, we, our) offers you the right to download and use the application (Application). By clicking "I Agree" below or otherwise downloading or using the Application, you signify your agreement to these Terms. If you do not agree to these Terms, you may not download or use the Application.

Ownership, License and Restrictions

The Application is licensed, not sold, to you. All rights, title and interest (including all copyrights, trademarks and other intellectual property rights) in this application belong to us or our licensors. We grant you a nontransferable revocable limited license to use this Application only for your personal non-commercial use on the mobile device that you own or control. You may not sell, rent, lend, lease, redistribute, or sublicense the Application. You may not copy, reverse engineer, decompile, disassemble, modify, and create derivative works or otherwise attempt to derive the source code of this Application. This Application and its content are provided by copyright under both United States and foreign laws. Any use of the Application and its content not explicitly permitted by these Terms is a breach of these Terms and may violate the law. If you violate these Terms, your permission to use this Application automatically terminates and you must immediately cease using the Application and destroy all copies, full or partial, of the Application.



Your Responsibilities as the Application User

Use of the Application requires third party services and equipment such as a compatible mobile device, internet access and a telecommunications carrier. Obtaining and maintaining the equipment and services necessary to use the Application is your responsibility. CareStarter is not responsible for equipment defects, lack of service, dropped calls, or other issues arising from third party services or equipment. You are also responsible for maintaining the confidentiality of your user identification and password (if any) necessary to access the Application. You will not disclose or share your password to or with third parties or use your password for any unauthorized purpose. Any unauthorized use of your user identification or password is your responsibility. You will not use or otherwise export the Application except as authorized by these Terms, United States law and the laws of the jurisdiction in which the Application was obtained.

Disclaimer of Warranty

In using the application, you will not rely solely on any of the information contained therein or provided thereby. The information available through the application may not be accurate or up to date. This application may not provide an exhaustive list of every doctor or facility (provide) in your network, and may not be available for all health plans. This application and the information you access through the application is provided on an "AS IS" and "AS AVAILABLE" basis, with all faults and without warranty, express or implied, to the fullest extent permissible pursuant to applicable law. CareStarter disclaims all express and implied warranties related to the application including, but not limited to, implied warranties for merchantability, non-infringement, and fitness for a particular purpose. CareStarter cannot and does not warrant against human, services and machine errors, omission, delays, failures, interruptions or losses. CareStarter cannot and does not guarantee or warrant that the application will be free of infection or viruses, worms, Trojan horses or other malicious codes. CareStarter reserves the right to terminate, without notice, your use of the application at any time and for any reason. Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you.

Limitation of Liability

Under no circumstances will CareStarter be liable for any harm you suffer as a result of your use of, or reliance on, this application or any information provided by the application or any medical services or advice you receive from the provider you select, nor will we be liable for any incidental, special, consequential, indirect or punitive damages whatsoever, including, without limitation, damages for medical malpractice, loss of profits, loss of data, business interruption or any other personal injury or commercial damages or losses arising out of or that result from the use of, or the inability to use, the application, regardless of the theory of liability (contract, tort or otherwise) even if we have been advised of the possibility of such damages. Your use of the application is at your own risk. CareStarter cannot and does not assume any responsibility of liability for any information you submit, or your or third parties' use or misuse of information transmitted or received using the application. In no event shall CareStarter's total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of five dollars



(\$01). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

No Endorsement

Listings in this Application do not constitute an endorsement of a particular provider or their suitability for your needs. Providers are listed in geographic order based solely on proximity to the current location data reported by the device hosting the Application or the Zip Code entered by you, if you requested a search based on the Zip Code.

Location Data

In order for the Application to function properly, CareStarter, the manufacturer of the mobile device, telecommunication or application providers and their partners may collect, maintain, process and use your location data, including the real-time geographic location of your mobile device. By using or activating any location-based services on your mobile device, you agree and consent to CareStarter's and such parties' collection, maintenance, processing and use of your location data. CareStarter does not collect location data in a form that personally identifies you. CareStarter collects the minimum amount of data needed to locate providers based off of search criteria. The information CareStarter collects includes current location or zip code and diagnosis.

Turn off Location Data

You may discontinue our access to your location data by turning off the phone's GPS (location-based) feature on your mobile device or by not using the application location-based features. Turning off or not using these features will impact the functionality of the Application. Location data provided by the Application is for basic navigational purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to harm of any kind including death, personal injury, property or environmental damage. Use of real time route guidance is at your sole risk. Location data may not be accurate. Neither CareStarter, nor its partner or service providers guarantee the availability, accuracy, completeness, reliability or timeliness of information or location displayed by the Application.

Storage of Usage Information

The Application will store information on the mobile device pertaining to your use of the Application. This information may be accessed by others who use your mobile device.

Choice of Laws, Jurisdiction, Entire Agreement

By using the Application, you expressly agree that these Terms shall be governed by and construed in accordance with the laws of the State of California, without giving effect to its conflict of law's provisions or your actual state or country of residence. You expressly agree that this Application is intended for use within the United States and is not for export to any other country. You further expressly agree that exclusive jurisdiction for any dispute with CareStarter in any way relating to



your use of this Application is in the federal or state courts of California, (Los Angeles County), and you agree and expressly consent to the exercise of personal jurisdiction in state or federal court in the State of Texas, (Tarrant County) in connection with any such dispute including any claim involving CareStarter or its affiliates or content providers. If any provision of this agreement is unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the subject matter herein. As a user of the Application, you agree to contact us prior to seeking legal recourse for any harm you believe our Application has caused you, and you agree to inform us and to give us (60) days to cure the harm before initiating any action. You also agree that you must initiate any cause of action within one (1) year after the claim has arisen, or you will be barred from pursuing any cause of action.

Indemnity

You will defend, indemnify and hold CareStarter, its officers, directors, employees, agents, licensors, and vendors, harmless from and against any claims, actions or demands, liabilities and settlements including without limitations, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Terms, whether by act omission or negligence, including but not limited to any claims involving intellectual property, trademarks or copyrights.

Amendment

We have the right, at any time and without prior written notice, to add to or modify the Terms, by amending the Terms available within the Help menu or by requesting you to accept an updated Agreement upon accessing the Application. Your access or use of the Application after the date of such amended Terms constitutes acceptance of such amended Terms.

Contact Us

If you have any questions regarding your health plan, please contact CareStarter Customer Care at support@carestarter.co

For information on how to use this application, please visit www.CareStarter.co

MASTER SUBSCRIPTION AGREEMENT

THIS AGREEMENT GOVERNS YOUR ACQUISITION AND USE OF OUR SERVICES.

IF YOU REGISTER FOR OUR SERVICES, THIS AGREEMENT WILL ALSO GOVERN.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring of OUR availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on January 1, 2014. It is effective between You and Us as of the date of You accepting this Agreement.

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1. DEFINITIONS

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.



“Agreement” means this Master Subscription Agreement.

“Beta Services” means Our services that are not generally available to customers.

“Content” means information obtained by Us from Our content licensors or publicly available sources and provided to You pursuant to an Order Form, as more fully described in the Documentation.

“Documentation” means Our online user guides, documentation, and help and training materials, as updated from time to time, accessible via help.CareStarter.co or login to the applicable Service.

“Malicious Code” means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

“Order Form” means an ordering document specifying the Services to be provided hereunder that is entered into between You and Us or any of Our Affiliates, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

"Purchased Services" means Services that You or Your Affiliate purchase under an Order Form, as distinguished from those provided pursuant to a free trial.

“Services” means the products and services that are ordered by You under an Order Form and made available online by Us, including associated offline components, as described in the Documentation. “Services” exclude Content.

“User” means an individual who is authorized by You to use a Service, for whom You have ordered the Service, and to whom You (or We at Your request) have supplied a user identification and password. Users may include, for example, Your employees, consultants, contractors and agents, and third parties with which You transact business.

"We," "Us" or "Our" means the CareStarter company described in Section 11 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction).

"You" or "Your" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

“Your Data” means electronic data and information submitted by or for You to the Purchased Services or collected and processed by or for You using the Purchased Services, excluding Content.

2. OUR RESPONSIBILITIES

2.1. Provision of Purchased Services. We will (a) make the Services and Content available to You pursuant to this Agreement and the applicable Order Forms, (b) provide Our standard support for the Purchased Services to You at no additional charge, and/or upgraded support if purchased, and (c) use commercially reasonable efforts to make the online Purchased Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which We shall give at least 8 hours electronic notice and which We shall schedule to the



extent practicable during the weekend hours between 6:00 p.m. Friday and 3:00 a.m. Monday Central time), and (ii) any unavailability caused by circumstances beyond Our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees), Internet service provider failure or delay, Non-CareStarter Application, or denial of service attack.

2.2. Protection of Your Data. We will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data, as described in the Documentation. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Your Data by Our personnel except (a) to provide the Purchased Services and prevent or address service or technical problems, (b) as compelled by law in accordance with Section 6.3 (Compelled Disclosure) below, (c) as You expressly permit in writing, or (d) in accordance with HIPPA Business Associate regulations.

2.3 Our Personnel. We will be responsible for the performance of Our personnel (including Our employees and contractors) and their compliance with Our obligations under this Agreement, except as otherwise specified herein.

2.4 Beta Services. From time to time, We may invite You to try Beta Services at no charge. You may accept or decline any such trial in Your sole discretion. Beta Services will be clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation or by a description of similar import. Beta Services are for evaluation purposes and not for production use, are not considered “Services” under this Agreement, are not supported, and may be subject to additional terms. Unless otherwise stated, any Beta Services trial period will expire upon the earlier of one year from the trial start date or the date that a version of the Beta Services becomes generally available. We may discontinue Beta Services at any time in Our sole discretion and may never make them generally available. We will have no liability for any harm or damage arising out of or in connection with a Beta Service.

3. USE OF SERVICES AND CONTENT

3.1 Subscriptions. Unless otherwise provided in the applicable Order Form, (a) Services and Content are purchased as subscriptions, (b) subscriptions may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions.

3.2 Usage Limits. Services and Content are subject to usage limits, including, for example, the quantities specified in Order Forms. Unless otherwise specified, (a) a quantity in an Order Form refers to Users, and the Service or Content may not be accessed by more than



that number of Users, (b) a User's password may not be shared with any other individual, and (c) a User identification may be reassigned to a new individual replacing one who no longer requires ongoing use of the Service or Content. If You exceed a contractual usage limit, We may work with You to seek to reduce Your usage so that it conforms to that limit. If, notwithstanding Our efforts, You are unable or unwilling to abide by a contractual usage limit, You will execute an Order Form for additional quantities of the applicable Services or Content promptly upon Our request, and/or pay any invoice for excess usage in accordance with Section 4.2 (Invoicing and Payment).

3.3 Your Responsibilities. You will (a) be responsible for Users' compliance with this Agreement, (b) be responsible for the accuracy, quality and legality of Your Data and the means by which You acquired Your Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services and Content, and notify Us promptly of any such unauthorized access or use, (d) use Services and Content only in accordance with the Documentation and applicable laws and government regulations.

3.4 Usage Restrictions. You will not (a) make any Service or Content available to, or use any Service or Content for the benefit of, anyone other than You or Users, (b) sell, resell, license, sublicense, distribute, rent or lease any Service or Content, or include any Service or Content in a service bureau or outsourcing offering, (c) use a Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Service or Content in a way that circumvents a contractual usage limit, (h) copy a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in an Order Form or the Documentation, (j) frame or mirror any part of any Service or Content, other than framing on Your own intranets or otherwise for Your own internal business purposes or as permitted in the Documentation, (k) access any Service or Content in order to build a competitive product or service, or (l) reverse engineer any Service (to the extent such restriction is permitted by law).

3.5. Removal of Content. If We are required by a licensor to remove Content, or receive information that Content provided to You may violate applicable law or third-party rights, We may so notify You and in such event You will promptly remove such Content from Your systems to resolve the potential violation.

4. FEES AND PAYMENT FOR PURCHASED SERVICES

4.1. Fees. You will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on Services and Content purchased and not



actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term.

4.2. Invoicing and Payment. You will provide Us with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to Us. If You provide credit card information to Us, You authorize Us to charge such credit card for all Purchased Services listed in the Order Form for the initial subscription term and any renewal subscription term(s) as set forth in Section 12.2 (Term of Purchased Subscriptions). Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, We will invoice You in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

4.3. Overdue Charges. If any invoiced amount is not received by Us by the due date, then without limiting Our rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 4.2 (Invoicing and Payment).

4.4. Suspension of Service and Acceleration. If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue (or 10 or more days overdue in the case of amounts You have authorized Us to charge to Your credit card), We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full. We will give You at least 10 days' prior notice that Your account is overdue, in accordance with Section 11.2 (Manner of Giving Notice), before suspending services to You.

4.5. Payment Disputes. We will not exercise Our rights under Section 4.3 (Overdue Charges) or 4.4 (Suspension of Service and Acceleration) above if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

4.6. Taxes. Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this Section 4.6, We will invoice You and You will pay that amount unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are



solely responsible for taxes assessable against Us based on Our income, property and employees.

4.7. Future Functionality. You agree that Your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Us regarding future functionality or features.

5. PROPRIETARY RIGHTS AND LICENSES

5.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, We and Our licensors reserve all of Our/their right, title and interest in and to the Services and Content, including all of Our/their related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

5.2. License by Us to Use Content. We grant to You a worldwide, limited-term license, under Our applicable intellectual property rights and licenses, to use Content acquired by You pursuant to Order Forms, subject to those Order Forms, this Agreement and the Documentation.

5.3. License by You to Host Your Data and Applications. You grant Us and Our Affiliates a worldwide, limited- term license to host, copy, transmit and display Your Data, and applications and program code created by or for You using a Service, as necessary for Us to provide the Services in accordance with this Agreement. Subject to the limited licenses granted herein, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data or any Non-CareStarter.co Application or program code.

5.4. License by You to Use Feedback. You grant to Us and Our Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by You or Users relating to the operation of the Services.

5.5. Federal Government End Use Provisions. We provide the Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data ñ Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with Us to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.



6. CONFIDENTIALITY

6.1. Definition of Confidential Information. “Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information includes Your Data; Our Confidential Information includes the Services and Content; and Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

6.2. Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party’s prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate’s, legal counsel’s or accountant’s compliance with this Section 6.2.

6.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party’s Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

7. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS



7.1. Representations. Each party represents that it has validly entered into this Agreement and has the legal power to do so.

7.2. Our Warranties. We warrant that (a) this Agreement, the Order Forms and the Documentation accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data, (b) We will not materially decrease the overall security of the Purchased Services during a subscription term, (c) the Purchased Services will perform materially in accordance with the applicable Documentation, and (d) the Purchased Services and Content will not introduce Malicious Code into Your systems. For any breach of an above warranty, Your exclusive remedies are those described in Sections 10.3 (Termination) and 10.4 (Refund or Payment upon Termination).

7.3. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONTENT AND BETA SERVICES ARE PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

8. MUTUAL INDEMNIFICATION

8.1. Indemnification by Us. We will defend You against any claim, demand, suit or proceeding made or brought against You by a third party alleging that the use of a Purchased Service in accordance with this Agreement infringes or misappropriates such third party's intellectual property rights (a "Claim Against You"), and will indemnify You from any damages, attorney fees and costs finally awarded against You as a result of, or for amounts paid by You under a court-approved settlement of, a Claim Against You, provided You (a) promptly give Us written notice of the Claim Against You, (b) give Us sole control of the defense and settlement of the Claim Against You (except that We may not settle any Claim Against You unless it unconditionally releases You of all liability), and (c) give Us all reasonable assistance, at Our expense. If We receive information about an infringement or misappropriation claim related to a Service, We may in Our discretion and at no cost to You (i) modify the Service so that it no longer infringes or misappropriates, without breaching Our warranties under Section 7.2 (Our Warranties), (ii) obtain a license for Your continued use of that Service in accordance with this Agreement, or (iii) terminate Your subscriptions for that Service upon 30 days' written notice and refund You any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and



indemnification obligations do not apply to the extent a Claim Against You arises from Content, a Non-CareStarter.com Application or Your breach of this Agreement.

8.2. Indemnification by You. You will defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of any Service or Content in breach of this Agreement, infringes or misappropriates such third party's intellectual property rights or violates applicable law (a "Claim Against Us"), and will indemnify Us from any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us, provided We (a) promptly give You written notice of the Claim Against Us, (b) give You sole control of the defense and settlement of the Claim Against Us (except that You may not settle any Claim Against Us unless it unconditionally releases Us of all liability), and (c) give You all reasonable assistance, at Your expense.

8.3. Exclusive Remedy. This Section 8 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 8.

9. LIMITATION OF LIABILITY

9.1 Limitation of Liability. NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE AMOUNT PAID BY CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. HOWEVER, THE ABOVE LIMITATIONS WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 6 (FEES AND PAYMENT FOR PURCHASED SERVICES).

9.2. Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

10. TERM AND TERMINATION



10.1 Term of Agreement. This Agreement commences on the date You first accept it and continues until all subscriptions hereunder have expired or have been terminated.

10.2. Term of Purchased Subscriptions. The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any automatic renewal term will be the same as that during the immediately prior term unless We have given You written notice of a pricing increase at least 60 days before the end of that prior term, in which case the pricing increase will be effective upon renewal and thereafter.

10.3. Termination. A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

10.4. Refund or Payment upon Termination. If this Agreement is terminated by You in accordance with Section 10.3 (Termination), We will refund You any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by Us in accordance with Section 10.3, You will pay any unpaid fees covering the remainder of the term of all Order Forms. In no event will termination relieve You of Your obligation to pay any fees payable to Us for the period prior to the effective date of termination.

10.5. Your Data Portability and Deletion. Upon request by You made within 30 days after the effective date of termination or expiration of this Agreement, We will make the Your Data available to You for export or download as provided in the Documentation. After that 30-day period, We will have no obligation to maintain or provide Your Data, and will thereafter delete or destroy all copies of Your Data in Our systems or otherwise in Our possession or control as provided in the Documentation, unless legally prohibited.

10.6. Surviving Provisions. The Sections titled "Fees and Payment for Purchase Services," "Proprietary Rights and Licenses," "Confidentiality," "Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Refund or Payment upon Termination," "Portability and Deletion of Your Data," "Who You Are Contracting With, Notices, Governing Law and Jurisdiction," and "General Provisions" will survive any termination or expiration if this Agreement.

11. WHO YOU ARE CONTRACTING WITH, NOTICES, GOVERNING LAW AND JURISDICTION

11.1. General.

Notices should be addressed to: Legal



The governing law is: Texas

The courts having exclusive jurisdiction are: Travis County, Texas

The United States of America

CareStarter Technology, Inc., a Delaware corporation

The address, 4407 Monterey Oaks Blvd, Ste. 140, Austin, TX 78749, U.S.A., Fax: +1-512-532-6500

11.2. Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Billing-related notices to You shall be addressed to the relevant billing contact designated by You. All other notices to You shall be addressed to the relevant Services system administrator designated by You.

11.3. Agreement to Governing Law and Jurisdiction. Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

12. GENERAL PROVISIONS

12.1. Export Compliance. The Services, Content, other technology We make available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. You shall not permit Users to access or use any Service or Content in a U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation.

12.2. Anti-Corruption. You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Our Legal Department at legal@CareStarter.co.

12.3 Entire Agreement and Order of Precedence. This Agreement is the entire agreement between You and Us regarding Your use of Services and Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement



will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in Your purchase order or in any other of Your order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) the Documentation.

12.4. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination, We will refund to You any prepaid fees covering the remainder of the term of all subscriptions. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.5. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, and fiduciary or employment relationship between the parties.

12.6. Third-Party Beneficiaries. Our Content licensors shall have the benefit of Our rights and protections hereunder with respect to the applicable Content. There are no other third-party beneficiaries under this Agreement.

12.7. Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

12.8. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

Terms of Use

THIS ORDER FORM ADDENDUM AND TERMS OF USE FOR CARESTARTER SITES ("TERMS") ARE LEGALLY BINDING TERMS GOVERNING YOUR USE OF THE CARESTARTER SERVICE. IF YOU HAVE ENTERED INTO AN ORDER FORM FOR OUR FEATURED PROVIDER EDITION, REFERRAL EDITION OR CARESTARTER FREE EDITION SERVICE, THESE TERMS CONSTITUTE AN ORDER FORM ADDENDUM, WHICH IS AN INTEGRATED PART OF YOUR ORDER FORM FOR THAT SERVICE. BY ACCEPTING THESE TERMS OR USING THE CARESTARTER SERVICE, YOU:



I AGREE TO THESE TERMS ON BEHALF OF OUR CUSTOMER WITH WHICH YOU ARE EMPLOYED OR ASSOCIATED, I REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THAT CUSTOMER TO THESE TERMS, AND I REPRESENT THAT YOU ARE AN AUTHORIZED USER UNDER THE MASTER SUBSCRIPTION AGREEMENT BETWEEN THAT CUSTOMER AND US.

IF YOU DO NOT HAVE SUCH AUTHORITY, ARE NOT AN AUTHORIZED USER, OR DO NOT AGREE TO THESE TERMS, YOU MAY NOT USE THE CARESTARTER SERVICE.

These Terms were last updated on January 1, 2014.

1. DEFINITIONS

“CareStarter Site” means a website or mobile app provided by a CareStarter Service.

“CareStarter Service” means the online, Web-based application, provided by CARESTARTER under the “ CareStarter Sites” brand (or any successor brand designated by CARESTARTER). The CareStarter Service is currently included in Our Patient Edition, Featured Provider Edition, Referral Portal Edition, and CareStarter Free Edition services.

“Master Subscription Agreement” means the master subscription agreement between You and Us under which You subscribe to Our Patient Edition, Featured Provider Edition, Referral Portal Edition and CareStarter Free Edition services.

“Order Form” means, if You are subscribing to the CareStarter Service as part of Our Patient Edition, Featured Provider Edition, Referral Portal Edition and CareStarter Free Edition services, any ordering documents entered into between You and Us for Your subscription to that service.

“Organization” means a unique instance of the Featured Provider Edition, Referral Edition, or CareStarter Free Edition service, i.e., a separate set of Your data and Your service customizations held by Us in a logically separated database (i.e., a database segregated through password-controlled access).

“Users” means individuals who are authorized by You to use the CareStarter Service, and have been supplied user identifications and passwords by You (or by Us at Your request). Users may include but are not limited to Your employees, consultants, contractors and agents. As used in these Terms, “Users” does not mean visitors to your CareStarter.

“We,” “Our” or “Us” means either CareStarter Technology, Inc., or if You have entered into an Order Form for Our Patient Edition, Featured Provider Edition, Referral Portal Edition and CareStarter Free Edition services, which of those companies is named on the Order Form.

“You” or “Your” means the company or other legal entity which is Our customer and for which you are accepting these Terms, including its affiliates if and as provided in the Master Subscription Agreement.



2. USAGE LIMITS AND DISABLING OF CARESTARTER SITES

The CareStarter Sites Service is subject to limits as detailed in the user guide accessible through the Help & Training link. Those limits include (but are not limited to) those below:

Edition

3. RISK OF UNINTENDED ACCESS TO YOUR DATA

The CareStarter Service enables US to provide public access to Your data stored in Our database. It is very important that You carefully follow the instructions in the user guide and review Your CareStarter Service settings (including but not limited to settings for Listings and visibility of list views) before publishing at CareStarter. If You publish a CareStarter Profile with settings that You did not intend, You could cause Your information stored in Our services to be disclosed to the public.

4. YOUR RESPONSIBILITIES

You shall not: (a) display, transmit or otherwise make available on CareStarter or as part of a CareStarter Site URL material that is pornographic, obscene, lewd, indecent, or vulgar; (b) display, transmit or otherwise make available on a CareStarter Site or as part of CareStarter Site URL material that is infringing, threatening, harassing, libelous, hateful, racially or ethnically objectionable, unlawful, tortious, harmful to children, invasive of another's privacy or violation of third party privacy rights; or (c) display or transmit on a CareStarter Site or as part of CareStarter Site URL material promoting or providing instructional information about illegal activities, promoting physical harm or injury against any group or individual, or promoting any act of cruelty to animals, including, but is not limited to, instructions on how to assemble bombs, grenades, and other weapons, and "Crush" sites.

You shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all content and data submitted to or published via the CareStarter Sites Service by You, by Users, or by users of websites created by You using the CareStarter Sites Service; (ii) comply with all applicable laws (including but not limited to export laws) in using the CareStarter Sites Service; and (iii) use the CareStarter Sites Service solely in accordance with its online user guide.

5. DISABLING OF CARESTARTER SITES UNDER U.S. DIGITAL MILLENNIUM COPYRIGHT ACT

If We receive a notice alleging that material on Your CareStarter Site infringes another party's copyright, we may disable that CareStarter Site in accordance with Title II of the Digital Millennium Copyright Act of 1998 (Section 512 of the U.S. Copyright Act).

6. RELATIONSHIP TO OTHER AGREEMENTS

These Terms apply in addition to (and not in lieu of) the Master Subscription Agreement. If You entered into one or more Order Forms for Our Enterprise Edition, Unlimited Edition or CareStarter Free Edition service, these Terms constitute an Order Form Addendum to those Order Forms, and apply in addition to (and not in lieu of) the Order Forms.