

Tri-Cura Software as Service Agreement

Last update: March 14, 2018

This iTri-Cura Software-as-a-Service Subscription Agreement (this “Agreement”) is a legal agreement between you (“Customer” or “you”) and Tri-Cura, Inc.(“TC”). Please read this Agreement carefully. Any person or entity who wants to order, purchase, obtain, access and/or use any Tri-Cura Services must accept the terms and conditions of this Agreement without change. BY SUBMITTING OR EXECUTING AN ORDER FOR SERVICES AND/OR BY OBTAINING, ACCESSING OR USING ANY SERVICES, YOU (ON BEHALF OF YOURSELF AND THE BUSINESS THAT YOU REPRESENT) AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING ALL TERMS AND CONDITIONS INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT ACCEPT THIS AGREEMENT, DO NOT SUBMIT OR EXECUTE AN ORDER FOR SERVICES OR OBTAIN, ACCESS OR USE ANY SERVICES.

1. Definitions.

1.1 “Effective Date” means, 30 calendar days after the Agreement Date. The Company may cancel this Agreement without cause or penalty upon written notice to Tri-Cura before the Effective Date.

1.2 “Affiliate” means, with respect to a party, any entity controlling, controlled by or under common control with such party.

1.3 “Authorized User” means a person and who obtains access to the Tri-Cura Service through Company.

1.4 “Client” means a unique person who receives services from Company or an Affiliate of Company.

1.5 “Company Data” means any information, images, records, files, forms, documents and data entered into, processed, stored or transmitted by or for Company, using the Tri-Cura Service.

1.6 “Tri-Cura Devices” means those touchscreen, tablet, mobile phone and/or other devices that are not purchased by Company, listed in an Order and provided by TC to Company for the purpose of accessing Tri-Cura Service. Such Tri-Cura Devices exclude any and all peripherals, including medical devices, which Company shall purchase separately.

1.7 “Tri-Cura Service” means access and use of the online, web-based applications and platform as made available provided by TC.

1.8 “Order” means a purchase order or order form that incorporates the terms of, or is subject to, this Agreement that is submitted to TC or executed by Company. Orders may be in written as Exhibits to this Agreement, facsimile or soft-copy form and may be signed manually or electronically.

1.9 “Proprietary Rights” means any and all intellectual property or proprietary rights throughout the world, whether registered or unregistered, in and with respect to patents, copyrights, confidential information, know-how, trade secrets, moral rights, contract or licensing rights, confidential and proprietary information protected under contract or otherwise under law, trade names, domain names, trade dress, trademarks, service marks, and other similar rights or interests in intellectual or industrial property.

1.10 “Services” means the Tri-Cura Services, support, maintenance, training and other services provided by TC to Company under this Agreement.

1.11 “Update” means any improvement, enhancement, modification and/or changes to the Tri-Cura Service offered or provided by TC, including any customizations and other developments made for Company.

1.12 “User Materials” means any on-line help files or written instruction manuals regarding the use of the Tri-Cura Service or Tri-Cura Device.

1.13 “Workforce” means Company’s employees and other members of its workforce, including caregivers, administrative staff, students, trainees, contractors and other service providers providing services to Company’s Clients on behalf of Company.

2. Provision and Use of Tri-Cura Service.

2.1 Offering. Subject to the terms and conditions of this Agreement, TC shall make the Tri-Cura Service available to Company during the term of this Agreement. Company agrees that Company's purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by TC regarding future functionality or features.

2.2 Client Subscriptions. The Tri-Cura Service is purchased based on the number of Company Users and a subscription must be purchased for each User of Company as defined in the Statement of Work in Exhibit B. Additional Clients shall be added during the term at the Tri-Cura Service fee then in effect at the time the additional Clients are added. Use of the Tri-Cura Service will terminate on the termination date of this Agreement. A User subscription cannot be shared or used by more than one User.

2.3 Activation Code. TC will provide Company with access to the Tri-Cura Service using an activation code assigned by TC. The activation code provided to Company is Confidential Information of TC.

2.4 Availability. TC will use commercially reasonable efforts to maintain the iTri-Cura Service so that it is accessible for use by Company and operates effectively and reliably. TC reserves the right to take down applicable servers hosting the Tri-Cura Service to conduct routine maintenance checks (“Scheduled Maintenance”). TC will use commercially reasonable efforts to perform Scheduled

Maintenance outside of regular business hours. TC will not be responsible for any damages or costs incurred by Company, if any, for Scheduled Maintenance.

2.5 Training and Support. TC will provide Company with TC's standard, basic training with respect to the use of the Tri-Cura Service or as otherwise set forth in the Order. If requested by Company, TC will provide Company with reasonable telephone and/or email support related to implementation and use of the Tri-Cura Service and in accordance with the Order. All requests to TC for support will be initiated by one or more members of Company's Workforce that have been designated by Company, and approved by TC, as Company's support contacts. TC reserves the right to charge Company for excessive support requests.

2.6 No Commingling of Company Data. The Services shall be operated in an environment where all Company Data shall be stored on files separate from those of other Companies of TC, or (ii) all files containing Company Data are partitioned for the purposes of protecting the security and privacy of Company Data.

3. Provision and Use of Tri-Cura Devices.

3.1 Offering. Subject to the terms and conditions of this Agreement, TC shall make the Tri-Cura Devices available to Company during the term of this Agreement. Company agrees that Company's subscription hereunder is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by TC regarding future functionality or features.

3.2 Availability. TC will use commercially reasonable efforts to maintain the Tri-Cura Devices so that it operates effectively and reliably. TC reserves the right to repair or replace any Tri-Cura Device with a comparable Tri-Cura Device. A replacement iTri-Cura Device may be new or reconditioned.

3.3 Ownership. Company at no time shall acquire title to an Tri-Cura Devices and shall be responsible for returning all Tri-Cura Devices upon termination of Tri-Cura Service.

4. Subscription License

4.1 License Grant. Subject to the terms and conditions hereof, TC hereby grants to Company a nonexclusive, non-sublicensable, and nontransferable license, during the term of this Agreement, to (a) authorize members of its Workforce to be Authorized Users; and (b) allow its Authorized Users to access and use the Tri-Cura Service and Tri-Cura Devices on its behalf solely for Company's internal use to support the provision of services for Company's Clients. All rights not expressly granted to Company herein are expressly reserved by TC.

4.2 Restrictions. Company will not, in whole or in part, (a) copy the Tri-Cura Service or any User Materials or distribute copies of the Tri-Cura Service or User Materials to any third party; (b) modify, adapt, translate, reverse engineer, make alterations, decompile, disassemble or make derivative works based on the Tri-Cura Service or User Materials except as otherwise permitted by law; (c)

rent, loan, sub-license, lease, distribute or attempt to grant any rights to the Tri-Cura Service and/or Tri-Cura Device to third parties; or (d) use the Tri-Cura Service or Tri-Cura Device or User Materials to act as a service bureau or application service provider, or to permit access to the Tri-Cura Service or Tri-Cura Device or User Materials by any kind to any third party.

5. Fees and Payment.

5.1 Fees. Company shall pay to TC fees for the Tri-Cura Services and Tri-Cura Devices monthly in advance. The fees for the first month of Tri-Cura Services and Tri-Cura Devices, which begins on the Effective Date, are set forth in the applicable Order in Exhibit B. The fees for each subsequent month of Tri-Cura Services will be based on the number of Users and/or Clients active in the Tri-Cura Services in the preceding month. For purposes of billing, the number of User subscriptions billed will be equal to the highest number of concurrently active Users and/or Clients of Company in the month. All fees are non-refundable. Tri-Cura reserves the right to modify its fees for any renewal term upon thirty (30) days' notice to Company after the Initial Term. Company will pay TC on a time and materials basis for all additional services at TC's then-current rates.

5.2 Taxes. All fees and charges are exclusive of taxes. Company will be responsible for the payment of all taxes associated with this Agreement. If Company is exempt from sales tax, a valid exemption certificate provided by Company must be attached to this Agreement. In the event a valid exemption certificate is not attached to this Agreement, Company will be invoiced for all applicable sales tax, if any, resulting from this Agreement or any performance under this Agreement.

5.3 Payment Terms. All fees and charges will be due and payable in advance and will be paid via credit card or ACH electronic funds transfer. Company will complete, execute and maintain in full force and effect during the term of this Agreement, a valid, up-to-date authorization for recurring credit card transactions or ACH in the form required by TC. Company is also responsible for providing updated credit card information should a new card issue or an account close or change. Company will pay any invoices issued by TC within 30 days of the invoice date. If Company fails to pay any charges when due, TC reserves the right to charge interest of the lesser of 1.5%, or the maximum permissible rate, per month on any outstanding balance. In addition to any other rights and remedies of TC hereunder, if payment is past due, TC may, in its sole discretion, elect to suspend the Tri-Cura Service and any other services under this Agreement.

5.4 Purchase of Additional Services. If requested by Company and agreed upon by TC, Company may purchase training, consulting or other services at TC's then-current standard rates. Company shall deliver a written services request to TC for the additional services requested by Company. TC shall have no obligation to provide additional services prior to its receipt of a properly completed services request, including payment information and credit card authorization. However, in cases where Company fails to provide a services request and services have been provided by TC, Company acknowledges and agrees it is still responsible to pay for the services.

6. Company Responsibilities.

6.1 Company Computer Systems. Company is responsible for the security of its own computer systems and the security of its and its Authorized Users' access to and connection with the Tri-Cura Service. Company will be solely responsible for providing and maintaining its own Internet access and all necessary telecommunications equipment, software and other materials necessary for Authorized Users to access and use the Tri-Cura Service.

6.2 User IDs. Company will set up each Authorized User with a unique user login and password ("User ID") for his or her access to the Tri-Cura Service. Company will ensure that its Authorized Users will use only their respective assigned User IDs and will never use another's User ID. Company will adopt and maintain such security precautions for User IDs to prevent their disclosure to and use by unauthorized persons.

6.3 Authorized Users. Company will (a) only authorize members of its Workforce who are providing services to Company's Client as Authorized Users; (b) remain responsible for all obligations under this Agreement arising in connection with its Authorized Users' use of the Tri-Cura Service and Tri-Cura Devices; (c) be directly liable for any act or omission by any of its Authorized Users, which, if performed or omitted by Company, would be a breach of this Agreement; and (d) any act or omission of any Authorized User will be deemed to an act or omission by Company.

6.4 Authorization; Noninfringement. Company is responsible for obtaining all authorizations, consents, releases, and permissions all necessary or desirable to enter Company Data into the Tri-Cura System, to use the Tri-Cura Service to process and store Company Data and to receive the Services. Company and its Authorized Users will not submit any Company Data or use the Services in any way that infringes, misappropriates, or violates any trademark, copyright, patent, trade secret, publicity, privacy or other right of any third party or violates any applicable local, state or federal laws, statutes, ordinances, rules or regulations or any judicial or administrative orders.

6.5 Acceptable Use. Company will use the Tri-Cura Service and Tri-Cura Devices only in accordance with the User Materials and this Agreement. Company shall not, nor shall it permit or assist others: (i) to abuse or fraudulently use the Services; (ii) to access, alter, or destroy any information of any Company of TC by any fraudulent means or device, or attempt to do so; or (iii) take any action that: (a) interferes or attempts to interfere with the proper working of the Tri-Cura Service or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of the Tri-Cura Service; (b) circumvents, disables, or interferes or attempts to circumvent, disable, or interfere with security-related features of the Tri-Cura Service or features that prevent or restrict use, access to, or copying of any data or enforce limitations on use of the Tri-Cura Service or data; or (c) imposes or may impose, in TC's sole discretion, an unreasonable or disproportionately large load on the Tri-Cura Service infrastructure. **TRI-CURA IS NOT A PERSONAL EMERGENCY RESPONSE SYSTEM AND SHOULD NOT BE USED FOR CRISIS MANAGEMENT OR REAL TIME MONITORING.**

6.6 Care of Tri-Cura Device. Company shall maintain Tri-Cura Devices in good operating condition, repair, appearance, and protect from deterioration other than normal wear and tear. Company shall not permit or assist others: (i) to abuse or fraudulently use any Tri-Cura Device; or (ii) make any modification, alteration or addition to any Tri-Cura Device. Any iTri-Cura Device that is not

in good operating condition or damaged through no fault of TC shall result in Company being charged a replacement fee at the then prevailing market rates.

6.7 Professional Responsibility. TC's Services are one component in care services between Company and Company's Clients. It is the responsibility of Company and Company's Workforce and Company's Client's caregivers to maintain separate and redundant channels of care and services and communications to help protect the safety, security, health, and well-being of Company's Clients. Company, and not TC, shall have sole responsibility to provide services and care for Company's Clients. Company will be solely responsible for any health care and/or professional services that it provides to its Clients, including all patient care decisions resulting from or involving the use of the Company Data or the Services. TC makes no representations concerning the completeness, accuracy, or utility of any Company Data in the Tri-Cura Service or concerning the qualifications or competence of any Authorized User that may place Company Data in the Tri-Cura Service. Neither Company nor any other person will have any claim or cause of action against TC as a result of any patient care or other services rendered or withheld in connection with the use of the Company Data or the Services.

7 Term and Termination.

7.1 Term. The initial term of this Agreement shall be for 12 (twelve) calendar months after the Effective Date. The term shall automatically renew on the anniversary of the Effective Date unless terminated in writing by Company at least 30 days prior to the end of the Term.

7.2 Termination. The Company may terminate this Agreement without cause within the first 30 calendar days after the Agreement Date with written notice to Tri-Cura prior to the Effective Date. Upon completion of the Initial Term, the Company may terminate this Agreement without cause upon 30 days written notice to Tri-Cura.

7.3 Termination of Licenses. Upon termination for any reason, all licenses granted hereunder will automatically terminate, and TC may immediately disable and discontinue Company's access to and use of the Tri-Cura Service without additional notice to Company. In addition, all fees and payment obligations of Company will become immediately due and payable.

7.4 Return of Materials. Within ten (10) days of the expiration or termination of any license under any Order, Company shall return to TC all User Materials and other materials it has acquired pertaining to the Tri-Cura Service or any Confidential Information.

7.5 Return of Tri-Cura Devices. Within ten (10) days of the expiration or termination of any license under any Order, Company, at its own risk and expense, shall return to TC all Tri-Cura Devices acquired under any Order, in the same condition as when delivered, ordinary wear and tear excepted. For any Tri-Cura Device not returned in accordance with the foregoing, Company shall be charged a replacement fee at the then prevailing market rates.

7.6 Transition Services. If Company is current in all payments due to TC at the time of expiration or termination hereof, TC shall provide to Company its Company Data in a standard database document

format readily available to TC at no additional charge. If Company requests the Company Data in a non-standard format, Company shall pay to TC a reasonable fee for technical services as determined by TC.

7.7 Survival. All rights to payment and the provisions of Sections 6.4, 8, 9, and 10 of this Agreement (together with any other provisions of this Agreement that by their sense and context are intended to survive termination) will survive any expiration or termination of this Agreement.

8. Proprietary Rights.

8.1 iTri-Cura Service. The Tri-Cura Service, Updates, User Materials, TC's Confidential Information, and all other TC work product and other results of Professional Services, as well as any other works, information and/or other materials provided or accessible to Company in connection with this Agreement, including all Proprietary Rights therein, shall remain exclusively vested in and be the sole and exclusive property of TC or its licensors.

8.2 Feedback. To the extent that TC receives from Company or any of its Authorized Users any suggestions, ideas, improvements, modifications, feedback, recommendations, enhancement requests, error identifications or other information related to the Tri-Cura Service or any other products or services ("Feedback"), TC may use, disclose and exploit such Feedback without restriction, including to improve the Services and to develop, market, offer, sell and provide other products and services. The Tri-Cura.com domain name, product names and logos associated with the Services are trademarks of TC or third parties, and no right or license is granted to use them.

8.3 Company Data. Company grants to TC a non-exclusive license, with the right to sub-license, to use Company Data in connection with the provision of the Tri-Cura Service for the purposes of performing its obligations under this Agreement. Subject to the foregoing license, Company will retain all intellectual property and other rights that it may have in the Company Data.

9. Limited Warranty; Disclaimer

9.1 Limited Warranty. TC warrants that the Tri-Cura Service, when used in accordance with the User Materials and this Agreement, will substantially conform with the User Materials for a period of 90 days from the Effective Date. Company shall promptly notify TC in writing if the Tri-Cura Service fails to substantially conform to the User Materials during such 90-day warranty period, and TC's entire liability and Company's exclusive remedy shall be for TC to use commercially reasonable efforts to repair or re-perform the Tri-Cura Service.

9.2 Service Limitations. The Tri-Cura Service may be temporarily unavailable from time to time due to required maintenance, telecommunications interruptions, or other disruptions. TC may also make improvements and/or changes in the Tri-Cura Service at any time without notice. TC will not be responsible for any damages that Company may suffer arising out of use, or inability to use, the Tri-Cura Service. TC will not be liable for unauthorized access to or alteration, theft or destruction of Company's data files, programs, procedures or information through accident, fraudulent means or devices, or any other method. It is hereby acknowledged that it is Company's responsibility to validate for correctness all output and reports. Company hereby waives any damages occasioned by lost or corrupt

data, incorrect reports or incorrect data files resulting from a programming error, operator error, equipment or software malfunction, or from the use of third-party software.

9.3 Disclaimer of Warranties TC MAKES NO WARRANTIES RELATED TO THE SUBSCRIPTION SERVICE OR ANY OTHER SERVICES PROVIDED BY TC HEREUNDER, AND HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. TC DOES NOT WARRANT THAT THE OPERATION OF ANY SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. TC ALSO MAKES NO WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM THE USE OF ANY SERVICES.

9.4 Limitations of Liability. IN NO EVENT WILL TC BE LIABLE, UNDER ANY THEORY INCLUDING CONTRACT AND TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCTS LIABILITY), FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES UNDER THIS AGREEMENT OR IN CONNECTION WITH THE TRICURA SERVICE OR ANY OTHER SERVICES PROVIDED BY TC HEREUNDER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, EVEN IF TC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF AVAILABLE REMEDIES ARE FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY. IN NO EVENT WILL TC'S ENTIRE LIABILITY UNDER THIS AGREEMENT EXCEED THE FEES FOR THE MOST RECENT ONE (1) YEAR OF FEES PAID BY COMPANY TO TC UNDER THIS AGREEMENT. Provided that TC is in compliance with the Business Associate Agreement, the parties agree that TC shall not, under any circumstances, be held responsible or liable for situations (i) where data or transmissions are accessed by third parties through illegal or illicit means, or (ii) where the data or transmissions are accessed through the exploitation of security gaps, weaknesses, or flaws unknown to TC at the time.

10. Indemnification.

10.1 Intellectual Property. In the event that any third party brings a claim or action against Company that TC's Services, excluding third party software including without limitation open source software, infringe on any U.S. intellectual property right of such third party, TC shall defend Company from such claim or action, and will pay any damages finally awarded to third parties in any such claim or action, provided that (a) TC is promptly notified in writing of such claim or suit, (b) TC shall have the sole control of the defense and/or settlement thereof, and (c) Company furnishes to TC, on request, all relevant information available to TC and, at the request and expense of TC, reasonably cooperates in such defense. In no event shall Company settle any such claim without TC's prior written approval. TC shall have no liability or obligation if the claim arises from (i) any alteration or modification to the Services other than by TC, (ii) any combination of the Services by Company with other programs or data not furnished by TC, or (iii) any use by Company of the Services that is prohibited by this Agreement or

otherwise outside the scope of use for which the Services are intended, or (iv) Company's negligence or willful misconduct.

10.2 Options for Infringement Claims. If Company is enjoined from using the Services, or if TC believes that the Services may become the subject of a claim of intellectual property infringement, TC, at its option, may: (i) procure the right for Company to continue to use the Services; (ii) replace or modify the Services so as to make it non-infringing; or (iii) terminate this Agreement, in which case TC shall refund to Company any prepaid subscription fees for Service not performed as of the date of termination. This Section 10 sets forth the entire liability of TC to Company for any infringement by the Services of any intellectual property right of any third party.

10.3 Company will indemnify, defend (at TCs option and Company's expense) and hold harmless TC and its officers, directors, employees, representatives and agents (the "Indemnified Parties") from and against any and all claims, actions, losses, liabilities, damages, costs and expenses (including without limitation attorneys' fees and court costs) made, incurred, assessed or awarded against TC by any third party arising out of or in connection with: (a) any health care or professional services that it provides to its patients, including all patient care decisions resulting from or involving the use of, or inability to use, the Tri-Cura Service or Company Data; (b) Authorized User's misuse of the Tri-Cura Service or violation of this Agreement; (c) any claims or disputes concerning Company Data, including regarding ownership, infringement or other rights. Company will not settle or compromise such claim, except with prior written consent of the Indemnified Party. The Indemnified Party may participate in the defense or settlement of such claim at its own expense and with its own choice of counsel.

Exhibit A

Business Associate Agreement

1. DEFINITIONS. For the purposes of this Exhibit, a term shall have the definition given in HIPAA, unless otherwise defined in this Exhibit or elsewhere in the Agreement. HIPAA means the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR part 160 and Part 164, the HITECH Act, and the Omnibus Rules adopted in 2013. “PHI” shall mean Protected Health Information limited to that received, created, maintained, or transmitted by TC, in its role as a business associate, from or on behalf of Company. The “Privacy Rule” means Standards for Privacy of Individually Identifiable Health Information. The “Security Rule” means Security Standards for the Protection of Electronic Protected Health Information. The “Breach Notification Rule” means the Notification in the Case of Breach of Unsecured Protected Health Information Rule.

2. OBLIGATIONS OF TC. To the extent TC is acting as Company’s business associate, TC agrees as follows:

2.1 Use and Disclosure of PHI. TC shall not use or disclose PHI other than as permitted or required by this Exhibit or as permitted or required by law and shall not use or disclose PHI in a manner that violates HIPAA if used or disclosed in the same manner by Company (unless specifically permitted for a business associate under HIPAA). Subject to the restrictions set forth in this Exhibit, TC may use and disclose PHI: (a) as necessary or appropriate to perform its other obligations under the Agreement; (b) as necessary for the proper management and administration of TC; (c) to carry out the legal responsibilities of TC pursuant to the Agreement; and/or (d) to provide data aggregation services, to de-identify PHI and to use or disclose de-identified information, and/or to create limited data sets. With respect to any disclosure, TC also shall (i) obtain reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed and (ii) obligate the person to notify TC of any instances of which it is aware in which the confidentiality of the PHI has been breached.

2.2 Safeguards. TC shall implement and maintain appropriate safeguards to prevent use or disclosure of PHI other than as provided in this Exhibit. TC also shall comply with the applicable provisions of the Security Standards for the Protection of Electronic Protected Health Information (the “Security Rule”) with respect to electronic PHI.

2.3 Access to Books and Records. TC shall permit the Secretary of the Department of Health and Human Services to access TC’s internal practices, books, and records as they pertain to the use and disclosure of PHI to determine whether Company is in compliance with the requirements of HIPAA. Notwithstanding this provision, no legal privilege or discovery protection will be deemed waived by TC or Company as a result of this Section 2.3.

2.4 Access of Individuals to Information. If so requested by Company, TC shall make available to Company PHI maintained in a designated record set to permit Company to comply with its access requirements under HIPAA. In the event any individual requests access to PHI directly from TC, TC

shall forward the request to Company. Any denial of access to the PHI requested shall be the responsibility of Company.

2.5 Amendment of Information. If so requested by Company, TC shall provide PHI maintained in a designated record set to Company for amendment and shall incorporate any amendment to permit Company to meet its amendment requirements under HIPAA. In the event any individual directly requests TC to amend PHI, TC shall forward the request to Company. Company shall be responsible for making determinations regarding amendments to PHI.

2.6 Accounting for Disclosures of PHI. If so requested by Company, TC shall provide to Company an accounting of each Disclosure of PHI made by TC for which an accounting is required under HIPAA. In the event any individual requests an accounting of disclosure of PHI directly from TC, TC, to the extent permitted by law, shall forward the request to Company.

2.7 Disclosures to Subcontractors. TC shall require any subcontractor that creates, receives, maintains, or transmits PHI on behalf of TC to comply with the applicable provisions of the Security Rule and agree to the same restrictions and conditions that apply to TC pursuant to this Exhibit with respect to PHI.

2.8 Reporting. TC shall report to Company: (a) a breach of unsecured PHI as required pursuant to 45 CFR §164.410 of the Breach Notification Rule; (b) use or disclosure of PHI not permitted by this Exhibit; and/or (c) a “successful” Security Incident involving PHI. TC routinely experiences unsuccessful attempts at unauthorized acquisition, access, use, disclosure, modification, destruction, or interference with Systems operations, such as “pings” on a firewall, unsuccessful logon attempts, or access to encrypted information without access to the key. This Exhibit shall serve as ongoing notice to Company of these unsuccessful attempts, and no further notice is required.

2.9 Performance of Covered Functions. To the extent TC is to carry out any of Company’s covered entity obligations under the Privacy Rule, TC shall comply with the requirements of the Privacy Rule in the performance of the obligations.

2.10 Return/Destruction of PHI upon Termination. The Parties agree that the return or destruction of PHI is not feasible. Upon termination of the Agreement for any reason, TC shall extend the protections of this Exhibit to the PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction infeasible, for as long as TC maintains the PHI. This Section 2.10 shall survive termination of the Agreement.

3. OBLIGATIONS OF COMPANY. Company warrants that Company, its officers, directors, Workforce, affiliates, agents, and representatives: (a) shall comply with HIPAA, including the Security Rule; (b) shall comply with the Privacy Rule in using, disclosing, and/or requesting PHI; (c) shall not use or disclose PHI in any manner that violates applicable Laws; (d) shall not request TC to use or disclose PHI in any manner that violates applicable Laws or this Exhibit; (e) may request TC to disclose PHI directly to another party only for the purposes allowed by the Privacy Rule; (f) shall give TC the right to approve any notification to any individuals, the media, and/or the Department of Health and Human

Services that references TC, prior to dissemination of the notification; (g) shall transmit PHI to TC only in a secure manner; and (h) shall obtain any authorizations, consents, acknowledgements, permissions, and releases necessary or appropriate so that TC can perform its obligations under this Agreement.