

Terms and Conditions of Use CareCommunity Platform

These terms and conditions of use (“**Agreement**” or “**Terms**”) are entered into by and between you and MatrixCare, Inc. (“**MC**”, “**we**” or “**us**”), and govern your access to and use of the CareCommunity Platform, including any content, functionality and services offered on or through the CareCommunity Platform. If you do not agree to these Terms, you may not use or otherwise access the CareCommunity Platform. Your use of the CareCommunity Platform constitutes acknowledgement that you have the legal authority to be bound by these Terms. You acknowledge and agree that you have read and are hereby bound by these Terms and agree to comply with all applicable laws, regulations and rules with regard to use of and access to the CareCommunity Platform.

Definitions

Words not otherwise defined in the body of this Agreement shall have the following meanings:

“**CareCommunity Platform**” means the cloud-based and patient-based electronic medical record (“**EMR**”) aggregation and care coordination platform for use with MC and third-party EMR solutions.

“**De-identified Data**” means Personal Information (or any portion thereof) that (a) has been the subject of reasonable efforts to de-identify, aggregate and/or anonymize such data such that no individual, entity or particular record can be identified, or (b) is Protected Health Information that has been de-identified in compliance with the de-identification standards set forth in 45 C.F.R. § 164.514(b).

“**HIPAA**” refers to the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (“**HITECH**”) and their implementing regulations.

“**Patient Data**” means all information introduced into the CareCommunity Platform by Patient or any third party, including Personal Information and any other information submitted to the CareCommunity Platform, to allow or facilitate the observation, documentation or assessment of the health or health risk of Patient, but not including De-identified Data.

“**Patient Portal**” means the web-based access to the CareCommunity Platform located at my.carecommunity.com.

“**Personal Information**” means any information that, individually or in combination, does or can reasonably be expected to identify a specific individual or by or from which a specific individual may be identified or contacted, including any data concerning or relating to the care and treatment of Patient. Personal Information includes Protected Health Information but does not include De-identified Data.

“**Protected Health Information**” has the meaning set forth under HIPAA at 45 C.F.R. §160.103.

Portal Access

Access. This Agreement permits you to access the Patient Portal and: (i) if you are a patient or a person holding power-of-attorney on behalf of a patient (the “**Patient**”), to view Patient’s Patient Data and other Personal Information, as well as to manage any Patient Data such Patient uploads to the CareCommunity Platform and manage access to the Patient’s Patient Data by certain third parties; (ii) if you are a family member or a trusted contact of a Patient (“**Family Member**”) and if expressly permitted by Patient, to

access the Patient Portal to view Patient's Patient Data, and communicate through the Patient Portal with such Patient, various Healthcare Providers providing care to such Patient and other Family Members that such Patient has authorized to use the Patient Portal; or (iii) if you are a doctor, nurse practitioner, physician's assistant or other healthcare provider who has provided or is providing healthcare services to Patient ("**Healthcare Provider**") and if expressly permitted by Patient, to view such Patient's Patient Data through the Patient Portal in order to provide care and treatment to such Patient, to conduct payment and healthcare operations activities (as defined under HIPAA) and to add Patient Data to such Patient's record in the CareCommunity Platform. In some cases, you may be acting in the role of more than one of the user types discussed in the foregoing sentence, and in such cases the terms that apply to each particular type of user should apply to you when you are acting in that capacity. To be clear, if you access the Patient Portal as a person holding power-of-attorney on behalf of a patient, you represent and warrant that you have full legal authority to act on the Patient's behalf with respect to the Patient's medical affairs and are considered a personal representative of such patient pursuant to HIPAA.

License. MC grants to you, for the term of this Agreement, a non-exclusive right and license to access and use the Patient Portal as provided in this paragraph. If you are a Patient, you shall have all the rights made available to Patients on the Patient Portal from time to time, including those rights described in the preceding paragraph. If you are a Family Member or Healthcare Provider, you shall have the rights available to the particular type of user on the Patient Portal from time to time, including those rights described in the preceding paragraph for the applicable type of user, solely with respect to each Patient who has authorized you to view or otherwise manage such Patient's Patient Data through the Patient Portal, and solely to the extent such Patient has authorized such use.

Upgrades. Updates and upgrades of the CareCommunity Platform may be issued by MC from time to time. Unless otherwise specified by MC, such updates and upgrades are automatically included in the CareCommunity Platform rights available to you and will not be subject to acceptance or rejection by you.

Hardware and Software. You will be responsible for obtaining and maintaining all hardware and software necessary to access the Internet and the CareCommunity Platform.

Additional Terms for the CareCommunity Platform

Additional Guidelines. When using the CareCommunity Platform, you may be subject to any additional posted guidelines or terms and conditions applicable to specific services and features which may be posted from time to time (the "**Guidelines**"). All such Guidelines are hereby incorporated by reference into the Terms. In addition, your use of the CareCommunity Platform is governed by the MC privacy policy available at <http://www.matrixcare.com/privacy/> (the "**Privacy Policy**"), which is hereby incorporated by reference into the Terms, and you consent to the collection, use and disclosure of any Personal Information provided by you to use in accordance with the Privacy Policy.

Modification of Terms. We reserve the right, at our discretion, to change, modify, add, or remove portions of these Terms at any time. Please check these Terms and any Guidelines periodically for changes. Your continued use of the CareCommunity Platform after the posting of changes constitutes your binding acceptance of such changes. For any material changes to these Terms, such amended terms shall automatically be effective after they are initially posted on the CareCommunity Platform.

Restrictions. As a condition of your use of the Care Community Platform, you will not use the CareCommunity Platform for any purpose that is unlawful or prohibited by these Terms. Both you and MC are responsible for complying with all applicable rules, laws, and regulations including, without limitation, rules about intellectual property rights, the Internet, technology, data, email or privacy.

Modifications to CareCommunity Platform. MC reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the CareCommunity Platform (or any part thereof) with or without notice. You agree that MC shall not be liable to you or to any third party for any modification, suspension or discontinuance of the CareCommunity Platform (or any part thereof).

Patient Data. You acknowledge data on the CareCommunity Platform will not necessarily be updated in real time and you remain obligated to gather and confirm all necessary information in order to make care, treatment or any other decisions.

Security

Identification. During the term of the Agreement, you will have a log-on identification and password necessary for accessing and using the CareCommunity Platform and the Patient Portal. You agree to use commercially reasonable efforts: (i) to protect the security of your log-on information; (ii) not to permit individuals other than those approved by you to use the log-on to gain access to your account on the CareCommunity Platform; (iii) not to disclose any log-on information to any person except on a need-to-know basis; and (iv) to ensure that an approved person can access your account on the CareCommunity Platform only in connection with your medical care. You will promptly notify MC upon any loss or unauthorized disclosure of your log-on information. You agree to be fully responsible for all activities that occur under your log-on information and account or any other breach of security, and MC cannot and will not be liable for any loss or damage arising from your failure to comply with this and the following paragraph.

Platform Security. MC will use commercially reasonable efforts to maintain the security of the CareCommunity Platform, including, without limitation, constructing and maintaining firewalls and other security devices to limit any unauthorized access to information accessible from the CareCommunity Platform. You and MC will each take commercially reasonable precautions to avoid introducing any “virus”, “trojan horse”, “worm” or other malicious computer code. Except in furtherance of the purposes set forth in these Terms, you may not upload, download, modify, disassemble, decompile or copy MC intellectual property or otherwise take any action that may affect the use or functionality of the CareCommunity Platform.

Links to Third Party Web Sites and Third Party Content

The CareCommunity Platform may contain third party content and links to websites operated by third parties. Such third party content and links are included solely for your convenience and do not constitute MC’s approval, endorsement or warranty of any third party website or content. We are not responsible for the accuracy, completeness or reliability of the information, products or services offered or sold through any linked websites. You use them at your own risk. Any Personal Information you submit on them will not be collected or controlled by MC but instead will be subject to the privacy notice and terms of use of that website. We recommend you review that website’s privacy policy and terms of use before using it.

Intellectual Property Rights

Ownership. You acknowledge and agree that MC or its licensors retain all right, title, and interest in the CareCommunity Platform intellectual property and all modifications and improvements to such intellectual property, regardless of whether any such modification or improvement is the result (in whole or in part) of any suggestions or changes made by you. MC retains the exclusive right to reproduce, publish, sell, and license the CareCommunity Platform intellectual property. At no time during the term

of this Agreement or any time thereafter shall you challenge the validity of MC's rights in the CareCommunity Platform intellectual property.

Ownership by Third Parties. The CareCommunity Platform may contain intellectual property belonging to third parties. All such intellectual property is and will remain the property of its respective owners. Unless otherwise expressly set forth in this Agreement, access to the CareCommunity Platform does not grant a right to you to copy or use any such intellectual property.

Patient Data. As between each Patient and MC or between such Patient and any other permitted user of the CareCommunity Platform, and in accordance with applicable law, such Patient owns all right, title and interest in and to his or her Patient Data, including all intellectual property rights relating thereto, subject to any rights and permissions expressly granted herein or provided by applicable law.

MC Use of Patient Data and Other Personal Information.

You, if a Patient, grant to MC a limited, perpetual, irrevocable, non-exclusive license, under your rights in your Patient Data and other Personal Information (whether or not added to the CareCommunity Platform through the Patient Portal), to use any such Patient Data and other Personal Information as is necessary or useful: (i) for the performance of MC's obligations under the Agreement; (ii) for sharing with other users of the Patient Portal as authorized by you, and with other MC customers that subscribe for use of the CareCommunity Platform, in each case for the treatment and care of the Patient to whom the particular Patient Data or other Personal Information relates; and (iii) as between you and MC, for any other lawful purpose. You, if a Patient, approve, adopt and are hereby deemed to execute the Standing HIPAA Request for Access to Medical and Other Records below (the "**Request**"). You authorize MC to submit a copy of that executed Request, on your behalf, to any healthcare provider that has or may have Patient Data or other Personal Information regarding you. Such Patient Data or other Personal Information, when received by MC, shall constitute Patient Data and Personal Information for all purposes hereof. The foregoing license shall survive any termination of this Agreement or of your access to the Patient Portal.

You, if a Family Member or Healthcare Provider, grant to MC a limited, perpetual, irrevocable, non-exclusive license, under your rights in any Patient Data or other Personal Information that you provide through the Patient Portal, to use any such Patient Data and other Personal Information as is necessary or useful: (i) for the performance of MC's obligations under the Agreement; (ii) for sharing with other users of the Patient Portal as authorized by the applicable Patient, and with other MC customers that subscribe for use of the CareCommunity Platform, in each case for the treatment and care of the Patient to whom the particular Patient Data or other Personal Information relates; and (iii) as between you and MC, for any other lawful purpose. The foregoing license shall survive any termination of this Agreement or of your access to the Patient Portal.

Except as otherwise limited by this Agreement, and in addition to any other permitted uses or disclosures, you hereby grant to MC the right to create De-identified Data, including from Personal Information relating to this Agreement, and to use such De-identified Data for statistical or scientific purposes and for product enhancement, development and commercialization. The foregoing license shall survive any termination of this Agreement or of your access to the Patient Portal.

Confidential Information

Duty. You and MC shall (i) hold the confidential information of the other party in confidence, protecting such information with the same degree of care as such party's own confidential information, but in no case less than reasonable care (or as required by law with respect to Protected Health Information); (ii) use the confidential information of the other party solely to perform such party's obligations or exercise such party's rights under this Agreement; and (iii) not transfer, display, convey or otherwise disclose or

make available all or any part of such confidential information to any third party except as permitted or required by this Agreement or applicable law.

Exclusions. The foregoing shall not apply to confidential information which a receiving party can document (a) is in the public domain through no fault of its own or breach of this Agreement, (b) was properly known to it, without restriction, prior to disclosure by the disclosing party, (c) was properly disclosed to it, without restriction, by another person with the legal authority to do so, (d) is independently developed by receiving party without use or reference to disclosing party's confidential information; or (e) is required to be disclosed pursuant to a judicial or legislative order or proceeding; provided that, receiving party provides to disclosing party prior notice of the intended disclosure and an opportunity to respond or object to the disclosure.

Remedies. You agree that MC and any third-party supplier confidential information contains valuable trade secrets and proprietary information, and any actual or threatened breach of the confidentiality obligations or intellectual property rights entitles MC or the third-party supplier the right to obtain equitable relief, including injunctive relief, specific performance and any other relief that may be available from any court, without need to post a bond or other security, or to further prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, equity or otherwise.

Termination

Termination. This Agreement and your right to use the CareCommunity Platform and any portal designated hereunder will terminate automatically if you breach these Terms. Upon any termination of this Agreement, except as expressly otherwise provided herein: (i) you shall immediately lose access to the CareCommunity Platform and the Patient Portal; and (v) you shall immediately cease all use of any MC services or materials and promptly return to MC, or at MC's written request destroy, all documents and tangible materials containing, reflecting, incorporating or based on any MC materials or MC's confidential information including all Personal Information that may have been downloaded or otherwise copied from the CareCommunity Platform that was not originally uploaded by you, and permanently erase all such materials and confidential information from all systems you directly or indirectly control.

Disclaimer of Warranties

Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, MC MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE CARECOMMUNITY PLATFORM, DATA MAINTAINED ON THE PLATFORM OR ANY OTHER MATTER UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, ACCURACY (INCLUDING REAL-TIME ACCURACY OF PATIENT DATA), TIMELINESS, COMPLETENESS, UNINTERRUPTED OR ERROR-FREE OPERATION OR PROVISION OF THE CARECOMMUNITY PLATFORM, NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM TRADE PRACTICE OR COURSE OF DEALING. THE CARECOMMUNITY PLATFORM, ALL SOFTWARE, MAINTENANCE AND SERVICES ARE PROVIDED TO YOU "AS IS".

Limitation of Liability

MC Limitation of Liability. MC'S LIABILITY FOR DAMAGES TO YOU FOR ANY CAUSE WHATSOEVER ARISING UNDER OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, IS LIMITED TO DIRECT, ACTUAL, PROVABLE DAMAGES AND SHALL NOT EXCEED [FIVE-

THOUSAND DOLLARS (\$5000)]. IN NO EVENT WILL MC OR ITS LICENSORS BE LIABLE FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF MC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY A THIRD PARTY AGAINST YOU. IN NO EVENT SHALL MC BE DEEMED TO BE ENGAGED, DIRECTLY OR INDIRECTLY, IN THE PRACTICE OF MEDICINE OR THE DISPENSING OF MEDICAL ADVICE OR MEDICAL SERVICES, NOR SHALL IT BE RESPONSIBLE OR LIABLE FOR ANY MEDICAL INTERPRETATION OR JUDGMENT.

Exclusions and Limitations. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Indemnity

You will defend, indemnify and hold harmless MC, its officers, employees, agents, affiliates and representatives from and against any and all damage, expense (including the cost of reasonable attorneys' fees and professional fees), causes of action, suits, claims, penalties, judgments and/or liabilities arising from: (i) any breach of this Agreement by you, your officers, employees, agents, affiliates or representatives or any acts or omissions directly or indirectly caused by, arising out of, or attributable to any claim of gross negligence or intentional harm with respect to work or acts performed or failed to be performed pursuant to this Agreement, (ii) your use of the Patient Data, including any processing of Patient Data by or on behalf of MC in accordance with this Agreement, (iii) the use of any other materials or information (including any documents, data, specifications, software, content or technology) provided by or on behalf of you, including MC's compliance with any specifications or directions provided by or on behalf of you, (iv) your use of the CareCommunity Platform, or (v) the operation or use of the CareCommunity Platform with services, software, hardware or other materials not provided by or authorized by MC, or not essential to the intended use and enjoyment of the CareCommunity Platform.

Regulatory Compliance

HIPAA and Other Privacy Law Compliance. You and MC covenant and agree that you shall each comply with all applicable provisions of HIPAA and any applicable state laws governing the privacy, security or confidentiality of Personal Information with respect to your or MC's respective rights, obligations and activities pursuant to these Terms, including the access, use or disclosure of Protected Health Information.

Consents and Authorizations. You shall, as applicable, obtain all consents, authorizations and requests for rights to access, from a Patient or otherwise, necessary for you to use and for Personal Information to be utilized by the CareCommunity Platform in the manner set forth in this Agreement.

Governing Law; Statute of Limitations.

Governing Law. This Agreement shall be deemed to have been made in the state of Minnesota, and shall be governed by and construed in accordance with its laws as a contract made and performed therein. Any claims between the parties to this Agreement must be brought solely and exclusively in the State of Minnesota and suit may not be brought in any other jurisdiction. You and MC submit to the personal jurisdiction of any federal or state court in the state of Minnesota and the appellate courts having jurisdiction of appeals in such courts.

Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to these Terms or use of the CareCommunity Platform or the Patient Portal must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Miscellaneous

Entire Agreement. These Terms, the Privacy Policy and any other applicable agreements between you and MC, if any, constitute the entire agreement between you and us pertaining to your use of the CareCommunity Platform. If any provision of these Terms is held to be invalid, illegal or unenforceable, the remaining provisions of these this Agreement will be unimpaired and will remain in full force and effect, and the invalid, illegal or unenforceable provision will be replaced by a valid, legal and enforceable provision that comes closest to your and our intent underlying the invalid, illegal or unenforceable provision. Our failure or delay to exercise or enforce any right or provision of these Terms or rights under applicable law will not constitute a waiver of such right or provision. The terms, conditions and warranties contained in these Terms that by their nature and context are intended to survive termination will so survive.

Force Majeure. Neither you nor MC shall be liable for any loss, damages or penalty resulting from a delay in performance hereunder when such delay is due to causes beyond the reasonable control of such party, including, but not limited to: supplier delay, force majeure, acts of God, labor unrest, fire, explosion, earthquake, accident, acts of public enemy, war, rebellion, insurrection, sabotage, epidemic, quarantine restrictions, labor or material shortages, embargoes, failure or delays in transportation, unavailability of components, material or machinery for the CareCommunity Platform, acts of governmental authorities or judicial action, or material interruption in telecommunications or utility service. Supplier delays, material shortage or unavailability of components must be due to market conditions impacting all similar customers that cannot be remedied by expedited or alternative shipment methods at MC's cost. In any such event, the deadline for performance hereunder shall be deemed extended for a period equal to the delay. Further, MC will not be held in breach of this Agreement if it fails to perform its obligations under this Agreement to the extent such non-performance is attributable to acts, errors or omissions by you or a third party acting on your behalf.

Relationship of the Parties. Nothing in this Agreement is intended or shall be construed to create or establish any agency, partnership or joint venture relationship between you and MC. The parties expressly disclaim such relationship, agree that they are acting solely as independent contractors hereunder and agree that they have no fiduciary duty to one another or any other special or implied duties that are not expressly stated herein. You have no authority to act as agent for, or to incur any obligations on behalf of or in the name of, MC or its affiliates.

Assignment. You shall not assign your rights, duties, or obligations under the Terms without the prior written consent of MC. Any purported transfer of this Agreement by you without MC's written consent shall be void. The present Agreement binds you and us as well as your and our successors, legal representatives and permitted assigns.

Transferability. You agree that your right to access and use the Patient Portal is non-transferable and any rights to your Patient Portal login information or contents within your Patient Portal account terminate upon your death. Upon receipt of a copy of a death certificate, your account may be terminated and all account-specific contents therein permanently deleted.

Third-Party Rights. Except as expressly provided to the contrary herein, this Agreement will not be construed to confer any right or benefit on any party other than you and us and your and our permitted successors and assigns.

Last updated: 3/9/2017