

END-USER LICENSE AGREEMENT

By accessing or using this software (the “**Unite Us Platform**”), you agree to the terms and conditions of this end-user-license agreement (the “**EULA**”). If you do not agree to any terms and conditions in the EULA, do not access or use the Unite Us Platform or any related materials or documentation, and immediately return to Unite Us all materials and documentation provided by Unite Us.

The EULA may be modified by Unite Us at any time with or without notice. Any such modification will be effective immediately upon public posting. Your continued use of the Unite Us Platform following any such modification by Unite Us constitutes your acceptance of the modified terms.

YOUR USE OF THE UNITE US PLATFORM

Unite Us Intellectual Property Rights. As between Unite Us and you, Unite Us and its licensors own and shall retain all intellectual property rights in and to the Unite Us Platform and any services, materials, documentation and infrastructure used to provide the Unite Us Platform. If you provide any feedback to Unite Us concerning the functionality and performance of the Unite Us Platform (including identifying potential errors or improvements), you hereby assign to Unite Us all right, title and interest in and to the feedback and Unite Us is free to use such feedback without payment or restriction. You may use the Unite Us Platform solely as permitted by the Governing Documents. For purposes of this EULA, the “**Governing Documents**” means (a) the master agreement and statement of work with Unite Us (if applicable) and (b) the Network Participation Terms and Conditions, in each case as agreed to by the entity with whom you are affiliated (such entity, the “**Affiliated Network Participant**”).

Unauthorized Use. Unite Us reserves the right to refuse registration of, or to cancel, login IDs that violate this EULA. You agree to notify Unite Us immediately upon learning of any unauthorized use of your account.

Platform Restrictions. You may not and may not permit third parties to (a) sell, assign, sublicense or otherwise transfer the Unite Us Platform to third parties; (b) resell the Unite Us Platform to any third party; (c) use the Unite Us Platform to provide or perform service bureau processing, or hosting services for any third party; (d) otherwise use the Unite Us Platform for the benefit of any third party; (e) disassemble, decompile, reverse engineer or use any other means to attempt to discover any source code of the Unite Us Platform, or the underlying ideas, algorithms or trade secrets therein; (f) use the Unite Us Platform to knowingly transmit malware, spam or other unsolicited emails in violation of applicable law, or to post or send any unlawful, threatening, harassing, racist, abusive, libelous, pornographic, defamatory, obscene, or other similarly inappropriate content; (g) remove any copyright notice, trademark notice or other proprietary legend set forth on or contained within any of the documentation or other materials provided by Unite Us; or (h) otherwise use the Unite Us Platform or any data accessed therein in violation of any applicable law.

Data Restrictions. You may submit or upload personally identifiable information (including protected health information) (collectively, “**PII**”) to Unite Us in the course of using the Unite Us Platform only if (a) disclosure of such PII is necessary for permitted exploitation of the Unite Us Platform and services provided by Unite Us; (b) you or the Affiliated Network Participant has all consents, rights and authorizations necessary to provide Unite Us with such PII; (c) such PII is collected and disclosed to Unite Us pursuant to and in accordance with the applicable privacy policies of the Affiliated Network Participant and (d) your provision of such PII to Unite Us and Unite Us’ retention and use of such PII as contemplated under this EULA does not and will not violate any applicable privacy policy of the Affiliated Network Participant or any applicable laws.

UNITE US RESPONSIBILITIES

Training and Support. Unite Us shall maintain the Unite Us Platform and provide technical and advisory training and support to the Affiliated Network Participant in connection with its use of the Unite Us Platform. Unite Us shall determine the scope and frequency of such training and support in its sole and reasonable discretion.

SECURITY

Security. The Unite Us Platform may contain technological measures designed to prevent unauthorized or illegal use. You agree that Unite Us may use these measures to verify your compliance with the terms of this EULA and enforce Unite Us' rights, including all intellectual property rights, in and to the Unite Us Platform and any materials or documentation provided by Unite Us. Unite Us may collect, maintain, process and use diagnostic, technical, usage, and related information to improve the performance or effectiveness of the Unite Us Platform.

Security Incident Reporting. In the event that you (a) discover or are notified of any act or omission that materially compromises the security, confidentiality or integrity of any data on the Unite Us Platform or any physical, technical, administrative or organizational safeguards that relate to the security, confidentiality or integrity of such data or (b) receive a complaint in relation to the Affiliated Network Participant's privacy practices or notice of a breach or alleged breach of this EULA in connection with such privacy practices (collectively, a "**Security Incident**"), you shall notify Unite Us of such Security Incident by sending an email to compliance@uniteus.com with detailed information regarding the Security Incident as soon as possible, but in any event no later than twenty four (24) hours from the discovery of facts giving rise to such knowledge or belief and cooperate with Unite Us in the remediation of such Security Incident.

CONFIDENTIALITY

Confidentiality. Each party agrees (a) to protect the disclosing party's confidential information from unauthorized dissemination and use; (b) to use the disclosing party's confidential information only for the performance of the receiving party's obligations and in connection with the exercise of the receiving party's rights hereunder; (c) to disclose any confidential information only to those of its employees, agents, or contractors who have a need to know for the performance of their duties and who are bound to comply with confidentiality obligations no less restrictive than the requirements set forth in this section; (d) not to disclose or otherwise provide to any third party, without the prior written consent of the disclosing party, any confidential information or any part or parts thereof; (e) to undertake whatever action is necessary to prevent or remedy (or authorize the disclosing party to do so in the name of the receiving party) any breach of the receiving party's confidentiality obligations set forth herein or any other unauthorized disclosure of any confidential information by its current or former employees, agents, or contractors; and (f) not to remove or destroy any proprietary or confidential legends or markings placed upon or contained within any confidential information.

Legally Compelled Disclosures. Notwithstanding the restrictions on the use and disclosure of confidential information set forth herein, the receiving party may use or disclose confidential information to the extent the receiving party is legally compelled to disclose such confidential information; provided, however, prior to any such compelled disclosure the receiving party shall (to the extent allowed under applicable law) notify the disclosing party and cooperate fully with the disclosing party in protecting against any such disclosure, and if applicable, obtaining a protective order narrowing the scope of such disclosure and use of the confidential information.

Equitable Relief. Each party acknowledges and agrees that, due to the unique nature of such confidential information, there may be no adequate remedy at law to compensate the disclosing party for the breach of the confidentiality obligations set forth herein; that any such breach may result in irreparable harm to the disclosing party that would be difficult to measure; and, therefore, that upon any such breach or threat thereof, the disclosing party shall be entitled to seek injunctive and other appropriate equitable relief (without the necessity of posting a bond), in addition to whatever remedies it may have at law, under this EULA, or otherwise.

WARRANTY DISCLAIMER

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE UNITE US PLATFORM AND SERVICES PROVIDED BY UNITE US ARE AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO

SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. THE UNITE US PLATFORM AND SERVICES ARE PROVIDED "AS IS" AND, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, UNITE US EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE UNITE US PLATFORM (INCLUDING ALL THIRD PARTY AND OPEN-SOURCE COMPONENTS), DOCUMENTATION, DATA, MEDIA AND ANY OTHER SERVICES AND MATERIALS PROVIDED TO YOU UNDER THIS EULA, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, UNITE US PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, THAT THE UNITE US PLATFORM OR SERVICES PROVIDED BY UNITE US WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE.

LIMITATION OF LIABILITY

IN NO EVENT WILL UNITE US OR ANY OF ITS LICENSORS, PARTNERS OR REPRESENTATIVES BE LIABLE UNDER THIS EULA TO YOU OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES FOR BUSINESS INTERRUPTION, INTERRUPTIONS IN THE UNITE US PLATFORM, UNITE US WEBSITE, OR UNITE US SERVICES, LOSS OF USE, DATA, REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OR ACCURACY OR COMPLETENESS OF ANY DATA CONTAINED IN OR ACCESSIBLE VIA THE UNITE US PLATFORM OR UNITE US WEBSITE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER UNITE US WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL UNITE US' COLLECTIVE AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS EULA OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EXCEED \$1,000. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF YOUR REMEDIES UNDER THIS EULA FAIL OF THEIR ESSENTIAL PURPOSE.

TERMINATION

Termination. Without prejudice to any payment obligations set forth in the Governing Documents, Unite Us may immediately terminate your access to the Unite Us Platform (a) in the event that you materially breach any term or condition of this EULA or (b) in connection with any termination of any of the Governing Documents. In the event of any such termination or the termination of this EULA, you shall immediately cease use of the Unite Us Platform and return or destroy all materials and documentation provided by Unite Us. Unite Us further reserves the right to block, terminate, or otherwise deny you access to the Unite Us Platform, or remove any material from the Unite Us Platform, in the event that Unite Us believes in good faith that such access or material violates the copyright, privacy, trademark, or publicity rights of any person or party, or otherwise violates applicable law.

GENERAL TERMS

Nondiscrimination Policy. You shall not discriminate as to race, color, age, religion, sex, national origin, socioeconomic status, sexual orientation, gender identity or expression, disability, veteran status, or source of payment in connection with your use of the Unite Us Platform.

Force Majeure. In the event that a party is prevented from performing, or is unable to perform, any of its obligations under this EULA due to any cause beyond its reasonable control, the affected party shall give written notice thereof to the other party and its performance shall be extended for the period of delay or inability to perform due to such occurrence.

Assignment. You may not assign or transfer any of your rights under this EULA, either voluntarily or by operation of law, without Unite Us' prior written consent.

Severability. Any provision of this EULA that is deemed invalid, void or illegal shall in no way affect, impair, or invalidate any other provisions set forth herein, and such other provisions shall remain in full force and effect.