

**Carahsoft Rider to Manufacturer Commercial Supplier Agreements
(for U.S. Government End Users)
Revised 20161213**

- 1. Scope.** This Carahsoft Rider and the Manufacturer's Commercial Supplier Agreement (CSA) establish the terms and conditions enabling Carahsoft to provide Software and Services to U.S. Government agencies (the "Client" or "Licensee").

- 2. Applicability.** The terms and conditions in the attached Manufacturer's CSA are hereby incorporated by reference to the extent that they are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341(a) (1) (B)), the Contracts Disputes Act of 1978 (41 U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 U.S.C. 15), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Manufacturer's CSA is inconsistent with the Federal Law (*See* FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant orders under Carahsoft's Multiple Award Schedule Contract, GS-35F-0119Y, including, but not limited to the following:
 - (a) Contracting Parties.** The Government customer (Licensee) is the "Ordering Activity", defined as an entity authorized to order under Government contracts as set forth in General Services Administration Order OGP 4800.2I, as may be revised from time to time. The Licensee cannot be an individual because any implication of individual licensing triggers the requirements for legal review by Federal Employee unions. Conversely, because of competition rules, the contractor must be defined as a single entity even if the contractor is part of a corporate group. The Government cannot contract with the group, or in the alternative with a set of contracting parties.

 - (b) Changes to Work and Delays.** Subject to General Services Administration Acquisition Regulation (GSAR) 552.238-81 Modifications (Federal Supply Schedule) (APR 2014) (Alternate I – APR 2014) and GSAR 552.212 -4 (f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) regarding which of the GSAR and the FAR provisions shall take precedence.

 - (c) Contract Formation.** Subject to FAR Sections 1.601(a) and 43.102, the Government Order must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.

- (d) Audit.** During the term of this CSA: (a) If Ordering Activity's security requirements included in the Order are met, Manufacturer or its designated agent may audit Ordering Activity's facilities and records to verify Ordering Activity's compliance with this CSA. Any such audit will take place only during Ordering Activity's normal business hours contingent upon prior written notice and adherence to any security measures the Ordering Activity deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. Carahsoft on behalf of the Manufacturer will give Ordering Activity written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Ordering Activity's security requirements are not met and upon Manufacturer's request, Ordering Activity will run a self-assessment with tools provided by and at the direction of Manufacturer ("Self-Assessment") to verify Ordering Activity's compliance with this CSA.
- (e) Termination.** Clauses in the Manufacturer's CSA referencing suspension, termination or cancellation of the Manufacturer's CSA, the License, or the Customer's Account are hereby deemed to be deleted. Termination, suspension or cancellation shall be governed by the GSAR 552.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:
- Carahsoft may request cancellation or termination of the CSA on behalf of the Manufacturer if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in Section (q) below or if such remedy is otherwise ordered by a United States Federal Court.
- (f) Consent to Government Law / Consent to Jurisdiction.** Subject to the Contracts Disputes Act of 1978 (41 U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of this Rider and the CSA will be governed by and construed in accordance with the laws of the United States. All clauses in the Manufacturer's CSA referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.
- (g) Force Majeure.** Subject to GSAR 552.212 -4 (f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored). Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer's CSA referencing unilateral termination rights of the Manufacturer's CSA are hereby deemed to be deleted.
- (h) Assignment.** All clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (MAY 2014) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Manufacturer's CSA are hereby deemed to be deleted.
- (i) Waiver of Jury Trial.** All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (MAY 2014), and all clauses governing waiver of jury trial in the Manufacturer's CSA are hereby deemed to be deleted.

- (j) **Customer Indemnities.** All of the Manufacturer's CSA clauses referencing Customer Indemnities are hereby deemed to be deleted.
- (k) **Contractor Indemnities.** All of the Manufacturer's CSA clauses that (1) violate DOJ's right (28 U.S.C. 516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be deleted.
- (l) **Renewals.** All of the Manufacturer's CSA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted.
- (m) **Future Fees or Penalties.** All of the Manufacturer's CSA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from paying any fees or penalties beyond the Contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.
- (n) **Taxes.** Taxes are subject to GSAR 552.212-4(k) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) and GSAR 552.212-4 (w) (1) (x) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored).
- (o) **Third Party Terms.** Subject to the actual language agreed to in the Order by the Contracting Officer. Any third party manufacturer will be brought into the negotiation, or the components acquired separately under Federally-compatible agreements, if any. Contractor indemnities do not constitute effective migration.
- (p) **Installation and Use of the Software.** Installation and use of the software shall be in accordance with the Rider and Manufacturer's CSA, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid task order placed pursuant to the Government contract.
- (q) **Dispute Resolution and Venue.** Any disputes relating to the Manufacturer's CSA and to this Rider shall be resolved in accordance with the FAR, the GSAR and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. See GSAR 552.212-4 (w) (1) (iii) Contract Terms and Conditions – Commercial Items, Law and Disputes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored). The Ordering Activity expressly acknowledges that Carahsoft, as the vendor selling the Manufacturer's licensed software, shall have standing under the Contract Disputes Act to bring such claims that arise out of licensing terms incorporated into Multiple Award Schedule Contract GS-35F-0119Y.

(r) Limitation of Liability: Subject to the following:

Carahsoft, Manufacturer and Ordering Activity shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, Carahsoft, Manufacturer and Ordering Activity shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

(s) Advertisements and Endorsements. Unless specifically authorized by an Ordering Activity in writing, such use of the name or logo of any U.S. Government entity is prohibited.

(t) Public Access to Information. Manufacturer agrees that the CSA and this Rider contain no confidential or proprietary information and acknowledges the CSA and this Rider will be available to the public.

(u) Confidentiality. Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court. The Licensee may provide information to other components of the United States Government pursuant to proper requests for such information as permitted by law, regulation or policy (e.g., disclosures to Congress, auditors, Inspectors General, etc.).

IHEALTHENGINES CUSTOMER SERVICES AGREEMENT : v05.01

This iHealthEngines Customer Services Agreement (the "**Agreement**") is entered into by and between iHealthEngines Inc., a Delaware corporation, with offices at 1000 Willowleaf Way, Potomac, MD 20854 ("**IHE**") and the entity agreeing to these terms ("**Customer**"). This Agreement is effective as of the date set forth in the Order Form or similar document (the "**Effective Date**"). If you are accepting on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority to bind your employer, or the applicable entity, to these terms and conditions; (ii) you have read and understand this Agreement; and (iii) you agree, on behalf of the party that you represent, to this Agreement. If you don't have the legal authority to bind your employer or the applicable entity, please do not sign this Agreement. This Agreement governs Customer's access to and use of the Services.

1. **Services.**

- **1.1 Facilities and Data Transfer.** All facilities used to store and process Customer Data will adhere to reasonable security standards no less protective than the security standards at facilities where IHE stores and processes its own information of a similar type. IHE has implemented at least industry standard systems and procedures to ensure the security and confidentiality of Customer Data, protect against anticipated threats or hazards to the security or integrity of Customer Data and protect against unauthorized access to or use of Customer Data. As part of providing the Services IHE may transfer, store and process Customer Data in the United States or any other country in which IHE or its agents maintain facilities. By using the Services Customer consents to this transfer, processing and storage of Customer Data.
- **1.2 Modifications.**
 - **a. To the Services.** IHE may make commercially reasonable changes to the Services from time to time. If IHE makes a material change to the Services IHE will inform Customer, provided that Customer has subscribed with IHE to be informed about such change.
 - **b. To URL Terms.** IHE may make commercially reasonable changes to the URL Terms from time to time. If IHE makes a material change to the URL Terms, IHE will inform Customer by either sending an email to the Notification Email Address or alerting Customer via the Admin Console. If the change has a material adverse impact on Customer and Customer does not agree to the change, Customer must so notify IHE via the Help Center within thirty days after receiving notice of the change. If Customer notifies IHE as required, then Customer will remain governed by the terms in effect immediately prior to the change until the end of the then-current Services Term for the affected Services. If the affected Services are renewed, they will be renewed under IHE's then current URL Terms.

- 1.3 the following additional terms apply:
 - a. **Retention.** IHE will have no obligation to retain any archived Customer Data beyond the retention period specified by Customer (other than for any legal holds).

2. Customer Obligations.

- 2.1 **Compliance.** Customer will use the Services in accordance with the attached Acceptable Use Policy specified in our Terms of Use Agreement. IHE may make new applications features or functionality for the Services available from time to time the use of which may be contingent upon Customer's agreement to additional terms. If Customer does not desire to enable any of the Non-IHE Products, Customer can notify IHE or enable or disable them at any time through the Admin Console.
- 2.2 **Aliases.** Customer is solely responsible for monitoring responding to and otherwise processing emails sent to the "abuse" and "postmaster" aliases for Customer Domain Names but IHE may monitor emails sent to these aliases for Customer Domain Names to allow IHE to identify Services abuse.
- 2.3 **Customer Administration of the Services.** Customer may specify one or more Administrators through the Admin Console who will have the rights to access Admin Account(s) and to administer the End User Accounts. Customer is responsible for: (a) maintaining the confidentiality of the password and Admin Account(s); (b) designating those individuals who are authorized to access the Admin Account(s); and (c) ensuring that all activities that occur in connection with the Admin Account(s) comply with the Agreement. Customer agrees that IHE's responsibilities do not extend to the internal management or administration of the Services for Customer and that IHE is merely a data-processor.
- 2.4 **End User Consent.** Customer's Administrators may have the ability to access, monitor, use or disclose data available to End Users within the End User Accounts. Customer will obtain and maintain all required consents from End Users to allow: (i) Customer's access, monitoring, use and disclosure of this data and IHE providing Customer with the ability to do so and (ii) IHE to provide the Services.
- 2.5 **Unauthorized Use.** Customer will use commercially reasonable efforts to prevent unauthorized use of the Services and to terminate any unauthorized use. Customer will promptly notify IHE of any unauthorized use of or access to the Services of which it becomes aware.
- 2.6 **Restrictions on Use.** Unless IHE specifically agrees in writing, Customer will not, and will use commercially reasonable efforts to make sure a third party does not: (a) sell, resell, lease or the functional equivalent, the Services to a third party (unless expressly authorized in this Agreement); (b) attempt to reverse engineer the Services or any component; (c) attempt to create a substitute or similar service through use of, or access to, the Services; (d) use the Services for High Risk

Activities; or (e) use the Services to store or transfer any Customer Data that is controlled for export under Export Control Laws. Customer is solely responsible for any applicable compliance with HIPAA.

- **2.7 Third Party Requests.** Customer is responsible for responding to Third Party Requests. IHE will, to the extent allowed by law and by the terms of the Third Party Request: (a) promptly notify Customer of its receipt of a Third Party Request; (b) comply with Customer's reasonable requests regarding its efforts to oppose a Third Party Request; and (c) provide Customer with the information or tools required for Customer to respond to the Third Party Request. Customer will first seek to obtain the information required to respond to the Third Party Request on its own and will contact IHE only if it cannot reasonably obtain such information.

3. Payment.

- **3.1 Payment.** All payments due are in U.S. dollars unless otherwise indicated on the Order Page or invoice.
 - **a. Credit Card Orders.** Fees for Credit Card orders are due immediately upon order placement. IHE will bill the credit card provided via the Order Page for all applicable Fees when due. If credit card authorizations or charge attempts are declined, IHE may immediately disable or cancel the Services in its sole discretion.
 - **b. Invoice Orders.** Fees for orders where IHE issues an invoice are due upon Customer's receipt of the invoice and are considered delinquent thirty days after the date of the applicable invoice.
- **3.2 Delinquent Payments.** Delinquent payments may bear interest at the rate of one-and-one-half percent per month (or the highest rate permitted by law if less) from the payment due date until paid in full. IHE shall invoice Customer for all reasonable expenses incurred by IHE in collecting such delinquent amounts except where such delinquent amounts are due to IHE's billing inaccuracies.
- **3.3 Taxes.** Customer is responsible for any Taxes and Customer will pay IHE for the Services without any reduction for Taxes. If IHE is obligated to collect or pay Taxes, the Taxes will be invoiced to Customer unless Customer provides IHE with a valid tax exemption certificate authorized by the appropriate taxing authority. If Customer is required by law to withhold any Taxes from its payments to IHE, Customer must provide IHE with an official tax receipt or other appropriate documentation to support such payments.

4. Technical Support Services.

- **4.1 By Customer.** Customer will, at its own expense, respond to questions and complaints from End Users or third parties relating to Customer's or End Users' use of the Services. Customer will use commercially reasonable efforts to resolve support issues before escalating them to IHE.
- **4.2 By IHE.** If Customer cannot resolve a support issue consistent with the above, then Customer may escalate the issue to IHE in accordance with

the **Tech Support** Guidelines. IHE will provide **Tech Support** to Customer in accordance with the **Tech Support** Guidelines.

5. **Suspension.**

- **5.1 Of End User Accounts by IHE.** If IHE becomes aware of an End User's violation of the Agreement, then IHE may specifically request that Customer Suspend the applicable End User Account. If Customer fails to comply with IHE's request to Suspend an End User Account, then IHE may do so. The duration of any Suspension by IHE will be until the applicable End User has cured the breach which caused the Suspension.
- **5.2 Emergency Security Issues.** Notwithstanding the foregoing, if there is an Emergency Security Issue, then IHE may automatically Suspend the offending use. Suspension will be to the minimum extent and of the minimum duration required to prevent or terminate the Emergency Security Issue. If IHE Suspends an End User Account for any reason without prior notice to Customer, at Customer's request, IHE will provide Customer the reason for the Suspension as soon as is reasonably possible.

6. **Confidential Information.**

- **6.1 Obligations.** Each party will: (a) protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information; and (b) not disclose the Confidential Information except to Affiliates, employees and agents who need to know it and who have agreed in writing to keep it confidential. Each party (and any Affiliates' employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill its obligations under this Agreement, while using reasonable care to protect it. Each party is responsible for any actions of its Affiliates' employees and agents in violation of this Section.
- **6.2 Exceptions.** Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by another party.
- **6.3 Required Disclosure.** Each party may disclose the other party's Confidential Information when required by law but only after it, if legally permissible: (a) uses commercially reasonable efforts to notify the other party; and (b) gives the other party the chance to challenge the disclosure.

7. **Intellectual Property Right**

- **7.1 Intellectual Property Rights.** Except as expressly set forth herein, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the parties, Customer owns all Intellectual Property Rights in Customer Data and IHE owns all Intellectual Property Rights in the Services.
- Customer Content and Conduct

- Customer may submit Content to the Service, including videos, notes, emails, and user comments. Customer understands that iHealthEngines does not guarantee any confidentiality with respect to any Content Customer submits.
- Customer shall be solely responsible for its own Content and the consequences of submitting and publishing Content on the Service. Customer affirms, represents, and warrants that Customer owns or has the necessary licenses, rights, consents, and permissions to publish Content you submit; and Customer licenses to IHE all patents, trademarks, trade secrets, copyrights or other proprietary rights in and to such Content for publication on the Service pursuant to the Terms of Service.
- For clarity, Customer retains all of its ownership rights in its Content. However, by submitting Content to IHE, you hereby grant IHE a worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the Content in connection with the Service and IHE's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels. Customer also hereby grants each user of the Service a non-exclusive license to access Customer's Content through the Service, and to use, reproduce, distribute, display and perform such Content as permitted through the functionality of the Service and under the Terms of Service. The above licenses granted by Customer in Content it submits to the Service terminates within a commercially reasonable time after it removes or deletes Customer's content from the Service. Customer understands and agrees, however, that IHE may retain, but not display, distribute, or perform, server copies of Customer content that have been removed or deleted. The above licenses granted by Customers in user comments it submits are perpetual and irrevocable.
- Customer further agrees that Content it submits to the Service will not contain third party copyrighted material, or material that is subject to other third party proprietary rights, unless Customer has permission from the rightful owner of the material or Customer is otherwise legally entitled to post the material and to grant IHE all of the license rights granted herein.
- Customer further agrees that it will not submit to the Service any Content or other material contrary to applicable local, national, and international laws and regulations.
- IHE does not endorse any Content submitted to the Service by any user or other licensor, or any opinion, recommendation, or advice expressed therein, and IHE expressly disclaims any and all liability in connection with Content. IHE does not permit copyright infringing activities and infringement of intellectual property rights on the Service, and IHE will remove all Content if properly notified that such Content infringes on

another's intellectual property rights. IHE reserves the right to remove Content without prior notice.

8. **Representations, Warranties and Disclaimers.**

- **9.1 Representations and Warranties.** Each party represents that it has full power and authority to enter into the Agreement. Each party warrants that it will comply with all laws and regulations applicable to its provision, or use of the Services, as applicable (including applicable security breach notification law). IHE warrants that it will provide the Services in accordance with the applicable SLA.
- **9.2 Disclaimers.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT. IHE MAKES NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH THE SERVICES. CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE NOT A TELEPHONY SERVICE AND THAT THE SERVICES ARE NOT CAPABLE OF PLACING OR RECEIVING ANY CALLS INCLUDING EMERGENCY SERVICES CALLS OVER PUBLICLY SWITCHED TELEPHONE NETWORKS.

10. **Term**

- **10.1 Agreement Term.** This Agreement will remain in effect for the Term.
- **10.2 Services Term and Purchases During Services Term.** IHE will provide the Services to Customer during the Services Term. Customer may request End User Accounts by: (i) notifying its designated IHE Account Manager; or (ii) ordering End User Accounts via the Admin Console.

11. **Termination.**

- **11.1 Termination for Breach.** Either party may suspend performance or terminate this Agreement if: (i) the other party is in material breach of the Agreement and fails to cure that breach within thirty days after receipt of written notice; (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety days; or (iii) the other party is in material breach of this Agreement more than two times notwithstanding any cure of such breaches.
- **11.2 Effects of Termination.** If this Agreement terminates, then: (i) the rights granted by one party to the other will cease immediately (except as set forth in this Section); (ii) IHE will provide Customer access to, and the

ability to export the Customer Data for a commercially reasonable period of time at IHE's then-current rates for the applicable Services; (iii) after a commercially reasonable period of time, IHE will delete Customer Data by removing pointers to it on IHE's active servers and overwriting it over time; and (iv) upon request each party will promptly use commercially reasonable efforts to return or destroy all other Confidential Information of the other party.

12. **Indemnification.**

- **12.1 By Customer.** Customer will indemnify, defend, and hold harmless IHE from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim: (i) regarding Customer Data or Customer Domain Names; (ii) that Customer Brand Features infringe or misappropriate any patent, copyright, trade secret or trademark of a third party; or (iii) regarding Customer's use of the Services in violation of the Acceptable Use Policy.
- **12.2 By IHE.** IHE will indemnify, defend, and hold harmless Customer from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim that IHE's technology used to provide the Services or any IHE Brand Feature infringe or misappropriate any patent, copyright, trade secret or trademark of such third party. Notwithstanding the foregoing, in no event shall IHE have any obligations or liability under this Section arising from: (i) use of any Services or IHE Brand Features in a modified form or in combination with materials not furnished by IHE, and (ii) any content, information or data provided by Customer, End Users or other third parties.
- **12.3 Possible Infringement.**
 - **a. Repair, Replace, or Modify.** If IHE reasonably believes the Services infringe a third party's Intellectual Property Rights, then IHE will: (a) obtain the right for Customer, at IHE's expense, to continue using the Services; (b) provide a non-infringing functionally equivalent replacement; or (c) modify the Services so that they no longer infringe.
 - **b. Suspension or Termination.** If IHE does not believe the foregoing options are commercially reasonable, then IHE may suspend or terminate Customer's use of the impacted Services. If IHE terminates the impacted Services, then IHE will provide a pro-rata refund of the unearned Fees actually paid by Customer applicable to the period following termination of such Services.
- **12.4 General.** The party seeking indemnification will promptly notify the other party of the claim and cooperate with the other party in defending the claim. The indemnifying party has full control and authority over the defense, except that: (a) any settlement requiring the party seeking indemnification to admit liability or to pay any money will require that party's prior written consent, such consent not to be unreasonably withheld or delayed; and (b) the other party may join in the defense with its own counsel at its own expense. THE INDEMNITIES ABOVE ARE A

PARTY'S ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION BY THE OTHER PARTY OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

13. **Limitation of Liability.**

- 13.1 **Limitation on Indirect Liability.** NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.
- 13.2 **Limitation on Amount of Liability.** NEITHER PARTY MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AMOUNT PAID BY CUSTOMER TO IHE HEREUNDER DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.
- 13.3 **Exceptions to Limitations.** These limitations of liability apply to the fullest extent permitted by applicable law but do not apply to breaches of confidentiality obligations, violations of a party's Intellectual Property Rights by the other party, or indemnification obligations.

14. **Miscellaneous.**

- 14.1 **Notices.** Unless specified otherwise herein, (a) all notices must be in writing and addressed to the attention of the other party's legal department and primary point of contact and (b) notice will be deemed given: (i) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (ii) when verified by automated receipt or electronic logs if sent by facsimile or email.
- 14.2 **Assignment.** Neither party may assign or transfer any part of this Agreement without the written consent of the other party, except to an Affiliate, but only if: (a) the assignee agrees in writing to be bound by the terms of this Agreement; and (b) the assigning party remains liable for obligations incurred under the Agreement prior to the assignment. Any other attempt to transfer or assign is void.
- 14.4 **Force Majeure.** Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.
- 14.5 **No Waiver.** Failure to enforce any provision of this Agreement will not constitute a waiver.
- 14.6 **Severability.** If any provision of this Agreement is found unenforceable, the balance of the Agreement will remain in full force and effect.
- 14.7 **No Agency.** The parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture.
- 14.8 **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

- 14.9 **Equitable Relief.** Nothing in this Agreement will limit either party's ability to seek equitable relief.
- 14.10 **Governing Law.** This Agreement is governed by federal law.
- 14.11 **Amendments.** Any amendment must be in writing and expressly state that it is amending this Agreement.
- 14.12 **Survival.** The following sections will survive expiration or termination of this Agreement: Section 3, 6, 7.1, 11.2, 12, 13, 14 and 15.
- 14.13 **Entire Agreement.** This Agreement, the terms and conditions of Carahsoft Technology Corporation's Multiple Award Schedule Contract, and all documents referenced herein, is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject.
- 14.14 **Interpretation of Conflicting Terms.** If there is a conflict between the documents that make up this Agreement, the conflict will be resolved in accordance with General Services Administration Acquisition Regulation (GSAR) 552.212-4(s) Order of Precedence.

15. THIRD PARTY WEB SITES, CONTENT, PRODUCTS AND SERVICES

15.1 The Services may enable Customer to link to, transmit Customer Content to, or otherwise access, other Web sites, content, products, services, and information of third parties. IHE does not control and is not responsible for such Web sites or any such content, products, services and information accessible from or provided through the Services, and Customer bears all risks associated with access to and use of such Web sites and third party content, products, services and information.

15.2 Any Third Party Content made accessible by IHE in or through the Services Environment is provided on an "as-is" and "as available" basis without any warranty of any kind. Third Party Content may be indecent, offensive, inaccurate, infringing or otherwise objectionable or unlawful, and Customer acknowledges that IHE is not responsible for and under no obligation to control, monitor or correct Third Party Content; however, IHE reserves the right to take remedial action if any such content violates applicable restrictions, including the removal of, or disablement of access to, such content.

15.3 Customer acknowledges that: (i) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (ii)

features of the Services that interoperate with third parties such as Facebook™, YouTube™ and Twitter™, etc. (each, a “Third Party Service”), depend on the continuing availability of such third parties’ respective application programming interfaces (APIs) for use with the Services. IHE may update, change or modify the Services under this Agreement as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. If any third party ceases to make its Third Party Content or APIs available on reasonable terms for the Services, as determined by IHE in its sole discretion, IHE may cease providing access to the affected Third Party Content or Third Party Services without any liability to Customer. Any changes to Third Party Content, Third Party Services or APIs, including their availability or unavailability, during the Services Period does not affect Customer obligations under this Agreement or the applicable order, and Customer will not be entitled to any refund, credit or other compensation due to any such changes.

15.4 Any Third Party Content that Customer stores in its Services Environment will count towards any storage or other allotments applicable to the Cloud Services that Customer ordered.

16 SERVICES TOOLS AND ANCILLARY PROGRAMS

16.1 IHE may use tools, scripts, software, and utilities (collectively, the “Tools”) to monitor and administer the Services and to help resolve Customer IHE service requests. The Tools will not collect or store any of Customer Content or Customer Applications residing in the Services Environment, except as necessary to provide the Services or troubleshoot service requests or other problems in the Services. Information collected by the Tools (excluding Customer Content and Applications) may also be used to assist in managing IHE’s product and service portfolio, to help IHE address deficiencies in its product and service offerings, and for license and Services management.

16.2 As part of the Cloud Services, IHE may provide Customer with on-line access to download certain Ancillary Programs for use with the Services. If IHE does not specify Separate Terms for such Ancillary Programs, Customer shall have a non-transferable, non-exclusive, non-assignable, limited right to use such Ancillary Programs solely to facilitate Customer access to, operation of, and/or use of the Services Environment, subject to the terms of this Agreement and Customer’s order. Customer’s right to use such Ancillary Programs will terminate upon the earlier of IHE’s notice (which may be through email at support@ihealthengines.com or posting on URL designated by IHE), the end of the Cloud Services associated with the Ancillary Programs, or the date on which the license to use the Ancillary Programs ends under the Separate Terms specified for such programs.

17 SERVICE ANALYSES

IHE may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services Environment in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as “Service Analyses”).

IHE may make Service Analyses publicly available; however, Service Analyses will not incorporate Customer Content or Confidential Information in a form that could serve to identify Customer or any individual, and Service Analyses do not constitute Personal Data. IHE retains all intellectual property rights in Service Analyses.

18 EXPORT

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services. Customer agrees that such export laws govern Customer use of the Services (including technical data) and any Services deliverables provided under this Agreement, and Customer agrees to comply with all such export laws and regulations (including “deemed export” and “deemed re-export” regulations). Customer agrees that no data, information, software programs and/or materials resulting from Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

19 NOTICE

19.1 Any notice required under this Agreement shall be provided to the other party in writing. If You have a dispute with IHE or if You wish to provide a notice under the Indemnification Section of this Agreement, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: IHE America, Inc., 1000 Willowleaf Way, Potomac, MD 20854. Attention: General Counsel, Legal Department.

19.2 To request the termination of Services in accordance with this Agreement, You must submit a service request to IHE at the address specified in Customer order or the Service Specifications.

19.3 IHE may give notices applicable to IHE’s Cloud Services customer base by means of a general notice on the IHE portal for the Cloud Services, and notices specific to Customer by electronic mail to Customer’s e-mail address on record in IHE’s account information or by written communication sent by first class mail or pre-paid post to Customer’s address on record in IHE’s account information.

20 ASSIGNMENT

Customer may not assign this Agreement or give or transfer the Services (including the IHE Programs) or an interest in them to another individual or entity. The foregoing shall not be construed to limit the rights Customer may otherwise have with respect to Separately Licensed Third Party Technology licensed under open source or similar license terms.

21 OTHER

21.1 IHE is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We each will be responsible for paying our own employees, including employment related taxes and insurance. Customer shall defend and indemnify IHE against liability arising under any applicable laws, ordinances or regulations related to Customer's termination or modification of the employment of any of Customer's employees in connection with any Services under this Agreement. Customer understands that IHE's business partners, including any third party firms retained by Customer to provide consulting services or applications that interact with the Cloud Services, are independent of IHE and are not IHE's agents. IHE is not liable for nor bound by any acts of any such business partner, unless the business partner is providing Services as an IHE subcontractor on an engagement ordered under this Agreement and, if so, then only to the same extent as IHE would be responsible for IHE resources under this Agreement.

21.2 If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of this Agreement.

21.3 Except for actions for nonpayment or breach of IHE's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two years after the cause of action has accrued.

21.4 IHE Programs and Services are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. Customer agrees that it is Customer's responsibility to ensure safe use of IHE Programs and Services in such applications.

21.5 Customer shall obtain at customer's sole expense any rights and consents from third parties necessary for Customer's Content, Customer's Applications, and Third Party Content, as well as other vendor's products provided by Customer that Customer uses with the Services, including such rights and consents as necessary for IHE to perform the Services under this Agreement.

21.6 Customer agrees to provide IHE with all information, access and full good faith cooperation reasonably necessary to enable IHE to provide the Services and Customer will perform the actions identified in Customer's order as Customer's responsibilities.

21.7 Customer remains solely responsible for Customer's regulatory compliance in connection with Customer's use of the Services. Customer is responsible for making IHE aware of any technical requirements that result from Customer's regulatory obligations prior to entering into an order governed by this Agreement. IHE will cooperate with Customer's efforts to determine whether use of the standard IHE Services offering is consistent with those requirements. Additional fees may apply to any additional work performed by IHE or changes to the Services.

21.8 IHE may audit Customer's use of the Services (e.g., through use of software tools) to assess whether Customer's use of the Services is in accordance with Customer's order. Customer agrees to cooperate with IHE's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Customer's normal business operations. IHE/Carahsoft shall invoice Customer for any fees applicable to Customer's use of the Services in excess of Customer's rights. Customer agrees that IHE shall not be responsible for any of Customer's costs incurred in cooperating with the audit.

21.9 The purchase of Cloud Services, Professional Services, or other service offerings, programs or products are all separate offers and separate from any other order. Customer understands that it may purchase Cloud Services, Professional Services, or other service offerings, programs or products independently of any other order. Customer's obligation to pay under any order is not contingent on performance of any other service offerings or delivery of programs or products.

22 Definitions.

- "**Acceptable Use Policy**" means the acceptable use policy for the Services available and specified in the IHE Master Terms Document
- "**Account Manager**" means the IHE business person working with Customer regarding Customer's purchase of the Services.
- "**Admin Account(s)**" means the administrative account(s) provided to Customer by IHE for the purpose of administering the Services. The use of the Admin Account(s) requires a password, which IHE will provide to Customer.

- "**Admin Console**" means the online tool provided by IHE to Customer for use in reporting and certain other administration functions.
- "**Administrators**" mean the Customer-designated technical personnel who administer the Services to End Users on Customer's behalf.
- "**Confidential Information**" means information disclosed by a party to the other party under this Agreement that is marked as confidential or would normally be considered confidential under the circumstances. Customer Data is Customer's Confidential Information.
- "**Customer Data**" means data, including email, provided, generated, transmitted or displayed via the Services by Customer or End Users.
- "**Customer Domain Names**" mean the domain names owned or controlled by Customer, which will be used in connection with the Services and specified in the Order Page.
- "**Emergency Security Issue**" means either: (a) Customer's use of the Services in violation of the Acceptable Use Policy, which could disrupt: (i) the Services; (ii) other customer's use of the Services; or (iii) the IHE network or servers used to provide the Services; or (b) unauthorized third party access to the Services.
- "**End Users**" means the individuals Customer permits to use the Services.
- "**End User Account**" means a IHE-hosted account established by Customer through the Services for an End User.
- "**Export Control Laws**" means all applicable export and reexport control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State.
- "**Fees**" means the amounts invoiced to Customer by IHE for the Services as described in an Order Page.
- "**Help Center**" means the IHE help center accessible at support@ihealthengines.com, or other such URL as IHE may provide.
- "**High Risk Activities**" means uses such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage.
- "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, as may be amended from time to time, and any regulations issued thereunder.
- "**Initial Services Term**" means the term for the applicable Services beginning on the Service Commencement Date and continuing for 12 months (or, if different, the duration set forth on the Order Page).
- "**Intellectual Property Rights**" means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.

- "**Notification Email Address**" means the email address designated by Customer to receive email notifications from IHE. Customer may change this email address through the Admin Console.
- "**Order Page**" means the online order page Customer completes in signing up for the Services or attached to this Agreement, and which contains: (i) the Services being ordered; (ii) Fees; (iii) number of, and Initial Services Term for, End User Accounts; (iv) the applicable form of payment (e.g. a valid credit card); and (v) Customer Domain Names.
- "**Service Commencement Date**" is the date upon which IHE makes the Services available to Customer, and will be within one week of IHE's receipt of the completed Order Page, unless otherwise agreed by the parties.
- "**Service Pages**" mean the web pages displaying the Services to End Users.
- "**Services**" means the applicable IHE Core Services (e.g. ihealthcentral, PLE, SME services) provided by IHE and used by Customer under this Agreement.
- "**Services Term**" means the applicable Initial Services Term and all renewal terms for the applicable Services.
- "**SLA**" means the Service Level Agreement
- "**Suspend**" means the immediate disabling of access to the Services, or components of the Services, as applicable, to prevent further use of the Services.
- "**Taxes**" means any duties, customs fees, or taxes (other than IHE's income tax) associated with the sale of the Services, including any related penalties or interest.
- "**Term**" means the term of the Agreement, which will begin on the Effective Date and continue until the earlier of (i) the end of the last Services Term or (ii) the Agreement is terminated as set forth herein.
- "**Third Party Request**" means a request from a third party for records relating to an End User's use of the Services. Third Party Requests can be a lawful search warrant, court order, subpoena, other valid legal order, or written consent from the End User permitting the disclosure.
- "**Tech Support**" means the technical support services provided by IHE to the Administrators during the Term pursuant to the **Tech Support Guidelines**.
- "**Tech Support Guidelines**" means IHE's technical support services guidelines then in effect for the Services.
- "**URL Terms**" means the "Acceptable Use Policy," the "SLA," and the "**Tech Support Guidelines**."
- "Terms of Use Document" is attached as Appendix A
- "Privacy Policy Document" is Attached hereto as Appendix B

Appendix A: IHE Website Terms of Use

Acceptable Use. These Terms of Use (“Terms”) apply to visitors of all sites operated by IHealthEngines, including www.ihealthengines.com (“Site”). IHealthEngines grants you, the user, the right to use the Site and the features, content or applications offered in connection with the Site, subject to the Terms set forth below. By using the Site, you agree to comply with and to be bound by these Terms, and the terms set forth in IHealthEngines’s Privacy Policy. If you disagree with these Terms and/or the Privacy Policy, or do not agree to be bound by them, you are not authorized to access the Site.

Intellectual Property. Unless otherwise stated, all intellectual property, materials, works, software, code and other functions accessible through the Site, including, but not limited to, text, graphics, images, illustrations, designs, icons, photographs, video clips, and written and other materials that appear as part of the Site, as well as their selection and arrangement and “look and feel” (collectively, the “Content”) are protected by copyright, trademark, patent, and/or other intellectual property laws. Any unauthorized use of the content of the site may violate such laws and these Terms. Except as expressly provided in these Terms, IHealthEngines does not grant you any express or implied rights to use the content found on this Site. You agree not to copy, reproduce, republish, frame, download, transmit, modify, display, reverse engineer, create derivative works based on Site content, sell, or participate in any sale of, rent, lease, loan, assign, distribute, license, sublicense, or exploit in any way, in whole or in part, any Site content, except as expressly authorized by the Site or through the written consent of IHealthEngines.

Third Party Content. The Site may also make available materials, information and services provided by third parties, such as photographs, text, graphics, pictures, sound, video, information and software applications. Such content may be governed by separate license agreements that accompany such content. IHealthEngines does not investigate, monitor or check for accuracy, appropriateness, or completeness of third party content. IHealthEngines offers no guarantees and assumes no responsibility or liability of any type with respect to the third party content.

IHealthEngines is not responsible for any third party websites accessed through the Site, and you should review the terms of service and policies of any website to which you navigate from the Site. If you decide to leave the Site and access third party websites or content, you do so at your own risk and you should be aware that our Terms no longer govern. To the extent the Site contains links to outside services and resources, you acknowledge that IHealthEngines is not responsible for the content of any linked site or any link contained in a linked site, or any changes or updates to such sites. IHealthEngines provides these links to you only as a convenience, and the inclusion of any link does not imply approval or endorsement of third party content. Any issues or concerns regarding any such site should be directed to the owner or operator of that site.

Content you Provide IHealthEngines. Certain Site functions may provide you the ability to submit content to IHealthEngines, such as the Contract Us, Request a Demo, or Live Web Chat Site pages and features. You represent that all of the information, data and other materials you provide on this Site or to IHealthEngines through any other means are valid, legal, and reliable.

IHealthEngines is not responsible or liable for any content you submit through the Site. You are solely responsible for the accuracy of the information you provide the Site.

You may not submit any content that:

- a. Is confidential, proprietary, invasive of privacy or publicity rights, infringing on intellectual property rights, unlawful, harmful, threatening, false, fraudulent, libelous, defamatory, obscene, vulgar, profane, abusive, harassing, hateful, racially, ethnically or otherwise objectionable, including, but not limited to any content that encourages conduct that would constitute a criminal offense, violates the rights of any party or otherwise gives rise to civil liability or otherwise violates any applicable U.S. or foreign laws;
- b. May contain software viruses or malware;
- c. Contains advertisements or solicitations of any kind;
- d. Is designed to impersonate others;
- e. Contains personal information (such as messages that include phone numbers, Social Security numbers, payment card numbers, account numbers, addresses or employer references), except where we expressly ask you to provide such information; or
- f. Contains messages that offer unauthorized downloads of any copyrighted, confidential or private information;

You may not use a false email address or other false identifying information, impersonate any person or entity, or otherwise providing misleading information as to the origin of any content.

With respect to any content you submit through the Site, other than Personal Information, which is handled in accordance with the Privacy Policy, you grant IHealthEngines a perpetual, irrevocable, non-terminable, worldwide, royalty-free and non-exclusive license to use, copy, distribute, publicly display, modify, create derivative works, and sublicense such content or any part of such content, in any media. You hereby represent, warrant and covenant that any content you provide does not include anything (including, but not limited to, text, images, music or video) to which you do not have the full right to grant such a license to IHealthEngines.

Password Protected Features. Access to and use of password-protected areas of the Site is restricted to authorized users who have been issued log-in credentials by IHealthEngines or an authorized third party. If you are an authorized user of any password-protected area of the Site, you are responsible for protecting your login credentials, including any password or username. You agree that you will be responsible for any and all statements made, and acts or omissions that occur, through the use of your login credentials. If you have any reason to believe or become aware of any loss, theft or unauthorized use of your login credentials, notify IHealthEngines immediately. IHealthEngines may assume that any communications we receive from your email or other address, or communications that are associated with your login credentials or your account on this Site, have been made by you unless we receive notice indicating otherwise. Your

use of any password protected areas of the Site may otherwise be governed by a specific Terms of Service that is entered into upon initial registration, along with any contractual relationship you may have established with IHealthEngines or with one of its resellers.

Prohibited Use. IHealthEngines grants you a limited license to access and make personal use of this Site for informational purposes only. IHealthEngines strictly prohibits any other use of any content available through the Site, including but not limited to:

- a) Any downloading, copying or other use of the content or the Site for purposes competitive to IHealthEngines or for the benefit of another vendor or any third party;
- b) Any caching, unauthorized linking to the Site or the framing of any content available on the Site;
- c) Any modification, distribution, transmission, performance, broadcast, publication, uploading, licensing, reverse engineering, transfer or sale of, or the creation of derivative works from, any content, products or services obtained from the Site that you do not have a right to make available (such as the intellectual property of another party);
- d) Any uploading, posting or transmitting of any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer;
- e) Using any hardware or software intended to surreptitiously intercept or otherwise obtain any information (such as system data or personal information) from the Site.
- f) Any action that imposes or may impose (in IHealthEngines's sole discretion) an unreasonable or disproportionately large load on IHealthEngines's infrastructure, or damage or interfere with the proper working of our infrastructure;
- g) Any action intended to disable, bypass, defeat, avoid, remove, deactivate or otherwise circumvent any technical measures we have implemented to safeguard the stability of our Services, or the confidentiality, integrity or availability of any information, content or data hosted or housed on our Services;

You are solely responsible for obtaining access to the Site, and that access may involve third-party fees (such as internet service provider, cellular data, or airtime charges). In addition, you must provide and are responsible for all equipment necessary to access the Site. You may not bypass any measures that have been implemented to prevent or restrict access to this Site. Any unauthorized access to the Site by you (including any such access or use that involves in any way an account you may establish on the Site or any device you may use to access the Site) shall terminate the permission or license granted to you by IHealthEngines.

IHealthEngines neither warrants nor represents that your use of the content available on this Site will not infringe rights of third parties not affiliated with IHealthEngines. Termination of your access or use will not waive or affect any other right or relief to which IHealthEngines may be entitled, at law or in equity.

No Medical or Legal Advice.

Certain informational features of the Site may contain medical or regulatory related information. The content that you obtain or receive from our Site is for informational purposes only. IHealthEngines does not providing legal, regulatory, or medical advice and no attorney/client or physician/patient relationship is created by your use of the Site. IHealthEngines does not ensure the completeness, timeliness or accuracy of any Site content, unless otherwise indicated by the applicable Terms of Service for password-protected areas of the Site.

DISCLAIMERS AND WAIVER. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THESE TERMS OF SERVICE, AS REQUIRED BY APPLICABLE LAW, OR, IF APPLICABLE, AS PROVIDED IN YOUR IHEALTHENGINES SERVICE AGREEMENT OR APPLICATION TERMS OF USE, IHEALTHENGINES MAKES NO REPRESENTATIONS, COVENANTS OR WARRANTIES AND OFFERS NO OTHER CONDITIONS, EXPRESS OR IMPLIED, REGARDING ANY MATTER RELATED TO YOUR USE OF THE SITE.

YOUR USE OF THE SITE IS AT YOUR SOLE RISK. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE RESERVE THE RIGHT TO RESTRICT OR TERMINATE YOUR ACCESS TO THE SITE OR ANY FEATURE OR PART THEREOF AT ANY TIME. IHEALTHENGINES DISCLAIMS ANY WARRANTIES THAT ACCESS TO THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE; THAT THE NON-PASSWORD SECURED PORTIONS OF THE SITE WILL BE SECURE; THAT THE SITE OR THE SERVER THAT MAKES THE NON-PASSWORD SECURED SITE AVAILABLE WILL BE VIRUS-FREE; OR THAT INFORMATION ON THE SITE WILL BE CORRECT, ACCURATE, ADEQUATE, USEFUL, TIMELY, RELIABLE OR OTHERWISE COMPLETE. IF YOU DOWNLOAD ANY CONTENT FROM THIS SITE, YOU DO SO AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH CONTENT. NO ADVICE OR INFORMATION OBTAINED BY YOU FROM THE SITE SHALL CREATE ANY WARRANTY OF ANY KIND. YOUR SOLE REMEDY AGAINST IHEALTHENGINES FOR DISSATISFACTION WITH THE SITE IS TO STOP USING THE SITE.

YOU HEREBY RELEASE AND WAIVE ANY AND ALL CLAIMS YOU MAY HAVE AGAINST IHEALTHENGINES, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, INFORMATION PROVIDERS OR SUPPLIERS FOR LOSSES OR DAMAGES YOU SUSTAIN IN CONNECTION WITH YOUR USE OF THE SITE.

Disputes. If any of the provisions set forth in these Terms are deemed invalid, void, or for any reason unenforceable, the parties agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the unenforceable condition shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions of these Terms. Section headings are for reference purposes only and do not limit the scope or extent of such section.

These Terms and the relationship between you and IHealthEngines will be governed by the federal laws of the United States .

IHealthEngines makes no representation that information, software and/or documentation on the Site are available for viewing or downloading at locations outside the United States, nor that the Site is applicable with any foreign laws. If you access the Site from outside the United States, you are exclusively responsible for compliance with all applicable local laws.

Modifications to These Terms. You acknowledge and agree that IHealthEngines may, in its sole discretion, modify, add or remove any portion of these Terms at any time and in any manner, by posting revised Terms on the Site. To access the most current version of these Terms, you should locate the “Terms of Use” page from the Site homepage.

Entire Agreement. These Terms and the terms and condition of Carahsoft Technology Corporation’s Multiple Award Schedule Contract constitute the entire agreement and understanding between you and IHealthEngines with respect to your use and access of the Site and supersede all prior communications between the parties with respect to such subject matter. Notwithstanding the foregoing, to the extent you or a third party through whom you access the Site have entered into a

contractual agreement governing your use of our Site, including a Terms of Service which may conflict with these Terms, the conflict shall be resolved in accordance with General Services Administration Acquisition Regulation (GSAR) 552.212-4(s) Order of Precedence.

Contact. If you have any questions or comments about these Terms or this Site, please contact us through this website. You also may write to us at:

iHealthEngines Inc. Attn:
Legal Department 1000
Willowleaf Way
Potomac, MD 20854
Effective Date: December 29, 2016

Appendix B:

Privacy Policy

IHealthEngines, Inc. (“IHealthEngines”) is committed to safeguarding your privacy. This Policy explains what information we gather, use, and share when you visit any website controlled and operated by IHealthEngines, including when you access our websites via your mobile device. By accessing our website, you agree to be bound by the terms of this Policy. If you disagree with this Policy or with the IHealthEngines Website Terms of Use, or do not agree to be bound by them, you are not authorized to access any IHealthEngines website.

Information IHealthEngines Collects

We may collect Personal or Non-Personal Information from you. “Personal Information” refers to any information that specifically identifies you as an individual that you provide in connection with your use of our website. Personal Information may include, but is not limited to, your name, telephone number, email address, postal address, location and the name of your organization. “Non-Personal Information” is any information you provide to us that cannot be used to determine your identity. The types and amount of information collected for the features listed above will vary depending on the website and activity. The requested Personal Information may include: first and last name, email address, home address (including city and state), telephone number (work or home), and (for those purchasing products online) credit card information. For some activities, you may be asked to create a username and/or password and/or to provide additional, demographic information, including: (i) your age or date of birth, (ii) gender, (iii) frequency of use, purchase, and consumption of certain IHealthEngines products and/or other similar products, (iv) facts about your business, and/or, (v) other information relevant to the IHealthEngines product you’ve purchased or the specific website which you are visiting.

How IHealthEngines Collects Information About You

We only obtain Personal Information that you provide to us, such as when you request information from IHealthEngines. By using any IHealthEngines website and submitting Personal Information, you consent to the collection and use of your Personal Information by us as described in this Privacy Policy. In addition, when you access or visit our website, we and our service providers and others who host our website may use technology that can recognize, collect, and transmit information that is associated with you, but which does not personally identify you.

How IHealthEngines Uses Information Collected From You

We use information collected or obtained when you use our website, including Personal Information for the purposes set out below:

- Market research;

- Creating new features and services;
- The development of services, new and updated products;
- Responding to feedback, questions, and communications concerning our products or services;
- Informing you about our services which may include contacting you by telephone;
- Maintenance and administration of our website.

Means of Collecting Information

Cookies. We use cookies to improve the use and functionality of our website. A cookie is a small text file that may be placed in your browser by websites you visit and the content partners for those websites. You can use the preferences in your browser to view, control and delete the cookies you have by, for example, emptying the cache in your browser. You may check the “Help” menu on your Internet browser for more information, or check with your browser provider.

Cookies help websites remember visitors when they return to the website. For example, a cookie can help a website remember that you’ve already registered, so you don’t have to sign in again each time you visit. Essentially, cookies are used to customize websites based on the content you view and the preferences you have indicated.

We may use cookies to (i) allow us to personalize information for certain segments of our customer base, (ii) allow us to associate individual customers with their information profiles, (iii) keep track of and administer your status, preferences, business information and other information provided by you, (iv) for security purposes, and (v) to understand visitor usage of our websites on an anonymous basis.

You may remove any cookies as described above or “opt out” of receiving advertisements or other cookies by using services such as those provided by the Digital Advertising Alliance or Network Advertising Initiative. You may find more information about their members and the “opt out” process by going to their websites at www.aboutads.info/choices or www.networkadvertising.org.

IP Addresses. We may keep track of Internet Protocol (IP) addresses to (among other things): (i) troubleshoot technical concerns, (ii) maintain website safety and security, (iii) restrict access to our website to certain users, and, (iv) better understand how our website is utilized. An IP address is a number that is used by computers on the network to identify your computer every time you log on to the Internet.

Log Files. We (or a vendor on our behalf) may collect information in the form of logs. Logs are files that record website activity and gather statistics about web users’ browsing habits. These entries are generated anonymously, and help us gather (among other things) (i) a user’s browser type and operating system, (ii)

information about a user's session (such as the URL they came from, the date and time they visited our website, and which pages they've viewed on our website and for how long), and, (iii) other similar navigational or click-stream data. We also use information captured in log file for our internal marketing and demographic studies, so we can constantly improve and customize the online services we provide you. Log files are used internally only, and are not associated with any particular user.

Web Beacons. We may use web beacons (or clear GIFs) on our websites or include them in the e-mail messages we send you. Web beacons (also known as "web bugs") are small strings of code that provide a method of delivering a graphic image on a web page or in an email message for the purpose of transferring data back to us. The information collected via web beacons may include some of the information described in the IP Address section directly above, as well as information about how a user responds to an email campaign from XXXX (e.g., the time the email is opened, where does the user link to from the email, etc.). We use web beacon information for a variety of purposes, including but not limited to, website traffic reporting, unique visitor counts, advertising and email auditing and reporting, and personalization.

Newsletters and Communication. If you provide us your email address and/or mailing address (whether as part of our general website registration or for a specific newsletter or communication), or provide your contact information on a form intended as a request for information regarding our products and services, the contact information you provide will be used to send you the specific newsletter, communication, or literature requested. In addition, you may receive communications introducing you to other IHealthEngines brands or websites. These materials may come in the form of regular mail or email, depending on the website you register on and the information you provide during registration.

We may also use your email address to send you transactional or administrative communications (e.g., confirmation email when you purchase a product online or when you sign up for, or unsubscribe from, a specific registration or activity), as well as certain service-related announcements (e.g., notices about updates to our Privacy Policy, discontinued features or programs on our websites, changes to our online services or technical support policies, or other related changes). Collectively, these types of communications are referred to in this Privacy Policy as "Administrative Communications."

Business Interests. We may combine (aggregate) your Non-Personal information with other consumers' information or other publicly available information to help us satisfy our legitimate business interests, such as performing trend analysis or market studies; identify consumer preferences or interests; set prices; perform billing functions; establish credit; or comply with government regulations. We may also share anonymized data, such as statistical or demographic information in aggregate form, with third parties for research or

marketing purposes. However, this anonymized data will not contain your individually identifiable Personal Information.

Disclosure of Information to Third Parties

We disclose your Personal Information to our service providers that we engage to provide certain services, such as hosting and maintenance, data storage, customer management and disaster recovery. We expect our service providers to use reasonable measures in order to protect your privacy and Personal Information from unauthorized access.

We also reserve the right to make your Personal Information available:

- To third party marketing and advertising companies;
- To comply with any applicable law, regulation, a court or other legal process, or enforceable government request;
- To take appropriate action regarding any use of our website that may violate any law or regulation;
- To protect the health, safety, security, property, and interests or rights of us or others;
- In order to investigate or respond to or resolve problems or inquiries or defend our interests.
- As otherwise necessary or useful for us to conduct our business, so long as such use is permitted by law.

Miscellaneous

California Privacy Rights. If you are a resident of the State of California, under California Civil Code Section 1798.83, you have the right to request information on how to exercise your disclosure choice options from companies conducting business in California. To request such information, contact us via postal mail, at:

IHealthEngines, Inc.

1000 Willowleaf Way

Potomac, MD 20855

Attn: Legal Department – California Privacy Rights

All requests sent via postal mail must be labeled “California Privacy Rights” on the envelope or post card and clearly stated on the actual request. For all requests, please include your name, street address (if you would like a response via postal mail), city, state, and zip code. We will not accept requests via email, telephone or fax. We are not responsible for notices that are not labeled or sent properly, or do not have complete information.

How We Respond to Browser “Do Not Track” Signals. Some web browsers incorporate a “Do Not Track” feature that signals to websites that you visit that

you do not want to have your online activity tracked. How browsers communicate the Do Not Track signal is not yet uniform. For this reason, the Services are not set up to interpret or respond to Do Not Track signals.

Children’s Online Privacy Protection Act (COPPA). Our Services are not directed to children under the age of 13. We do not knowingly collect Personal Information on our website directly from children and will destroy such information if we become aware that a child has disclosed such information to us without proper parental consent. It is IHealthEngines’s policy not to knowingly solicit or permit children under the age of 13 to provide their Personal Information for any purpose.

Acceptance of and Changes to Privacy Policy. By using [www.iHealthEngines](http://www.iHealthEngines.com) or any other IHealthEngines website, you are accepting the practices described in this Privacy Policy. We reserve the right to periodically modify this Privacy Policy. Any modified privacy policy will be posted on this website and be marked with an effective date. Your continued use of our website after the effective date of any modification means you accept and agree to be bound by the Privacy Policy as modified. Any material changes will generally apply only to activities and information collected after modification. We encourage you to review this Privacy Policy whenever you return to the website to make sure you are aware of the latest Privacy Policy.

Third Party Websites. Our website may contain links to and from websites maintained by other companies or organizations (“Third Party Websites”). We are not responsible for the privacy practices or the content of third party websites. The information practices of third party websites are not covered by this Privacy Policy.

Note to Non-U.S. Visitors. This Privacy Policy is intended to meet the laws and regulations of the United States, which may not necessarily be consistent with the laws and regulations of your home country. Any information that you provide to www.iHealthEngines.com or our related sites will be treated in accordance with this Privacy Policy, the Terms of Use, and U.S. laws.

Questions or Concerns about our Privacy Policy.

Please direct any questions or concerns to:

Privacy Officer

1000 Willowleaf Way

Potomac, MD 20854

Revision Date: 10/11/2016