

iHealthHome Software Terms and Conditions

Last Updated: December 2023

1. Definitions.

1.1 “Effective Date” means the date above.

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

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

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

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

1.6 “Customer” means a third-party employer or group that contracts with Company to perform services for individual persons (“Clients”) who are group members of the Customer.

1.7 “iHealthHome Devices” means those gateways and/or other connectivity devices that are purchased by Company from iHH and listed in an Order for purposes of connecting peripheral devices and sensors to the iHealthHome Service. Such iHealthHome Devices exclude any and all peripherals, such as medical devices, motion sensors, medication dispensers or other devices that connect to the iHealthHome Devices which transmit data to the iHealthHome Service. The Company shall purchase all such peripheral devices directly from iHH approved vendors.

1.8 “iHealthHome Service” means access and use of the online, web-based applications and platform as made available by iHH.

1.9 “Order” means a purchase order or order form that incorporates the terms of, or is subject to, this Agreement that is submitted to iHH or executed by Company. Orders may be in written as Exhibits to this Agreement, facsimile or soft-copy form and may be signed manually or electronically. Initial Order is attached as Exhibit B-1.

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

1.11 “Services” means the iHealthHome Services, support, maintenance, training and other services provided by iHH to Company under this Agreement.

1.12 “Update” means any improvement, enhancement, modification and/or changes to the iHealthHome Service offered or provided by iHH, including any customizations and other developments made for Company.

1.13 “User Materials” means any on-line help files, videos or written instruction manuals regarding the use of the iHealthHome Service or iHealthHome Device.

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

2. Provision and Use of iHealthHome Service.

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

2.2 Client Subscriptions. The iHealthHome Service is purchased based on the number of Company Clients active on the system and the number of Clients using the biometric remote monitoring module as may be described in the Order.

2.3 User Management. iHH will provide Company with the ability to authorize members of its Workforce to access and use the iHealthHome Service subject to the terms and conditions of this Agreement by providing log in credentials.

2.4 Availability. iHH will use commercially reasonable efforts to maintain the iHealthHome Service so that it is accessible for use by Company and operates effectively and reliably. iHH reserves the right to take down applicable servers hosting the iHealthHome Service to conduct routine maintenance checks (“Scheduled Maintenance”). iHH will use commercially reasonable efforts to perform Scheduled Maintenance outside of regular business hours. iHH will not be responsible for any damages or costs incurred by Company, if any, for Scheduled Maintenance.

2.5 Training and Support. iHH will provide Company with iHH’s standard, basic training with respect to the use of the iHealthHome Service or as otherwise set forth in the Order. If requested by Company, iHH will provide Company with reasonable telephone and/or email support related to implementation and use of the iHealthHome Service and in accordance with the Order. iHH’s standard support will be available Monday through Friday, 9am to 5pm Pacific Time. iHH reserves the right to charge Company for excessive support requests.

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

3. Provision and Use of iHealthHome Devices.

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

3.2 Availability. iHH will use commercially reasonable efforts to support the iHealthHome Devices so that they operate effectively and reliably with third-party medical devices and peripherals from iHH approved vendors. iHH reserves the right to change the make or model of the iHealthHome Devices that connect with iHealthHome Services.

4. Subscription License

4.1 License Grant. Subject to the terms and conditions hereof, iHH hereby grants to Company a nonexclusive, non-sublicensable, and nontransferable license, during the term of this Agreement, to (a) authorize members of its Workforce to be Authorized Users; and (b) allow its Authorized Users to access and use the iHealthHome Service and iHealthHome

Devices on its behalf solely for Company's internal use to support the provision of services for Company's Customers and Clients. All rights not expressly granted to Company herein are expressly reserved by iHH.

4.2 Restrictions. Company will not, in whole or in part, (a) copy the iHealthHome Service or any User Materials or distribute copies of the iHealthHome Service or User Materials to any third party; (b) modify, adapt, translate, reverse engineer, make alterations, decompile, disassemble or make derivative works based on the iHealthHome Service or User Materials except as otherwise permitted by law; (c) rent, loan, sub-license, lease, distribute or attempt to grant any rights to the iHealthHome Service and/or iHealthHome Device to third parties; or (d) use the iHealthHome Service or iHealthHome Device or User Materials to act as a service bureau or application service provider, or to permit access to the iHealthHome Service or iHealthHome Device or User Materials by any kind to any third party.

4.3 Confidentiality. In connection with this Agreement, each party may have access to private and confidential information owned or controlled by the other party, including without limitation any specifications, designs, algorithms and methodologies associated therewith, and business and financial information including the terms of this Agreement, including without limitation the license fee and payment schedule) (collectively, the "**Confidential Information**"). With respect to Confidential Information, each party agrees that it shall: (a) hold confidential and not disclose to persons other than those having a reasonable need to know such Confidential Information of the other party in connection with the permitted purposes hereunder, and only to those persons who are bound by written confidentiality obligations at least as stringent as those set forth in this Section 4.3; (b) use such Confidential Information of the other party only in connection with the performance of its obligations under the Agreement; and (c) use at least the same means it uses to protect its own confidential information, but in any event use not less than reasonable means, to prevent the disclosure of and to protect the confidentiality of the Confidential Information of the other party.

5. Fees and Payment.

5.1 Fees. Company shall pay to iHH fees for the iHealthHome Services monthly in advance on the first of every calendar month. The fees for the first month of iHealthHome Services and for any iHealthHome Devices, if any, that are set forth in the applicable Order in Exhibit B and any subsequent Change Orders during the term of this Agreement. The fees for each subsequent month of iHealthHome Services will be based on the Package Tier selected by the Company for a fixed number of users log ins. It is the Company's responsibility to maintain and manage the accuracy of active Users. iHH reserves the right to audit the number of users and the right to modify its fees for any renewal term upon thirty (30) days' notice to Company after the Initial Term.

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

5.3 Payment Terms. All fees and charges will be due and payable in advance and will be paid via ACH electronic funds transfer or Credit Card. Company will pay any invoices issued by iHH within 30 days of the invoice date. If Company fails to pay any charges when due, iHH reserves the right to charge interest of the lesser of 1.5%, or the maximum permissible rate, per month on any outstanding balance. In addition to any other rights and remedies of iHH hereunder, if payment is past due, iHH may, in its sole discretion, elect to suspend the iHealthHome Service and any other services under this Agreement.

5.4 Purchase of Additional Services. If requested by Company and agreed upon by iHH, Company may purchase additional training, consulting, custom software development or other services at iHH's then-current standard rates. Company and iHH shall agree upon a written scope of services for the additional services requested by Company and

execute an Order. iHH shall have no obligation to provide additional services prior to its receipt of an executed Order. However, in cases where Company fails to provide an Order and services have been provided by iHH, Company acknowledges and agrees it is still responsible to pay for the services.

6. Company Responsibilities.

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

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

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

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

6.5 Acceptable Use. Company will use the iHealthHome Service and iHealthHome Devices only in accordance with the User Materials and this Agreement. Company shall not, nor shall it permit or assist others: (i) to abuse or fraudulently use the Services; (ii) to access, alter, or destroy any information of any Company of iHH by any fraudulent means or device, or attempt to do so; or (iii) take any action that: (a) interferes or attempts to interfere with the proper working of the iHealthHome Service or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of the iHealthHome Service; (b) circumvents, disables, or interferes or attempts to circumvent, disable, or interfere with security-related features of the iHealthHome Service or features that prevent or restrict use, access to, or copying of any data or enforce limitations on use of the iHealthHome Service or data; or (c) imposes or may impose, in iHH's sole discretion, an unreasonable or disproportionately large load on the iHealthHome Service infrastructure.

iHEALTHHOME IS NOT A PERSONAL EMERGENCY RESPONSE SYSTEM AND SHOULD NOT BE USED FOR CRISIS MANAGEMENT OR REAL TIME MONITORING.

6.6 Professional Responsibility. iHH's Services are one component in care services between Company and Company's Clients. It is the responsibility of Company and Company's Workforce to maintain separate and redundant channels of care and services and communications to help protect the safety, security, health, and well-being of Company's Clients. Company, and not iHH, shall have sole responsibility to provide services and care for Company's Clients. Company will be solely responsible for any health care and/or professional services that it provides to its Clients, including all patient care decisions resulting from or involving the use of the Company Data or the Services. iHH makes no representations

concerning the completeness, accuracy, or utility of any Company Data in the iHealthHome Service or concerning the qualifications or competence of any Authorized User that may place Company Data in the iHealthHome Service. Neither Company nor any other person will have any claim or cause of action against iHH as a result of any patient care or other services rendered or withheld in connection with the use of the Company Data or the Services.

7. Term and Termination.

7.1 Term. The Initial Term of this Agreement shall be for 12 (twelve) calendar months after the Effective Date. The term shall automatically renew on the anniversary of the Effective Date for another 12 (twelve) calendar months unless terminated in writing by Company at least 90 days prior to the end of the Term.

7.2 Termination. The Company may terminate this Agreement after the Initial Term without cause with 90 calendar days advance written notice to iHealthHome prior to the anniversary date of this Agreement. The Company shall pay iHealthHome the fees for the remaining 90-days on the date of notification of termination.

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

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

7.5 Transition Services. If Company is current in all payments due to iHH at the time of expiration or termination hereof, iHH shall provide to Company its Company Data in a standard database document format readily available to iHH at no additional charge. If Company requests the Company Data in a non-standard format, Company shall pay to iHH a reasonable fee for technical services as determined by iHH

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

8. Proprietary Rights.

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

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

8.3 Company Data. Company grants to iHH a non-exclusive license, with the right to sub-license, to use Company Data in connection with the provision of the iHealthHome Service for the purposes of performing its obligations under this

Agreement. Subject to the foregoing license, Company will retain all intellectual property and other rights that it may have in the Company Data.

9. Limited Warranty; Disclaimer

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

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

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

9.4 Limitations of Liability. IN NO EVENT WILL iHH BE LIABLE, UNDER ANY THEORY INCLUDING CONTRACT AND TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCTS LIABILITY), FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES UNDER THIS AGREEMENT OR IN CONNECTION WITH THE IHEALTHHOME SERVICE OR ANY OTHER SERVICES PROVIDED BY iHH HEREUNDER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, EVEN IF iHH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF AVAILABLE REMEDIES ARE FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY. IN NO EVENT WILL iHH'S ENTIRE LIABILITY UNDER THIS AGREEMENT EXCEED THE FEES FOR THE MOST RECENT ONE (1) YEAR OF FEES PAID BY COMPANY TO iHH UNDER THIS AGREEMENT.

10. Indemnification.

10.1 Intellectual Property. In the event that any third party brings a claim or action against Company that iHH's Services, excluding third party software including without limitation open source software, infringe on any U.S. intellectual property right of such third party, iHH shall defend Company from such claim or action, and will pay any damages finally awarded to third parties in any such claim or action, provided that (a) iHH is promptly notified in writing of such claim or suit, (b) iHH shall have the sole control of the defense and/or settlement thereof, and (c) Company furnishes to iHH, on request, all relevant information available to iHH and, at the request and expense of iHH, reasonably

cooperates in such defense. In no event shall Company settle any such claim without iHH's prior written approval. iHH shall have no liability or obligation if the claim arises from (i) any alteration or modification to the Services other than by iHH, (ii) any combination of the Services by Company with other programs or data not furnished by iHH, or (iii) any use by Company of the Services that is prohibited by this Agreement or otherwise outside the scope of use for which the Services are intended, or (iv) Company's negligence or willful misconduct.

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

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