

## Terms of Use

### Your Agreement with Innovare Data Solutions

#### 1. Not Medical Advice.

Innovare Data Solutions, by and through its licensed technology, herein referred to as Portal or IDSQI, does not offer medical advice. Please consult your doctor or other qualified healthcare provider if you have any questions about a medical condition, or before taking any drug, changing your diet, or commencing or discontinuing any course of treatment. Do not ignore or delay obtaining professional medical advice because of information accessed through the Portal or IDSQI. Call 911 or your doctor for all medical emergencies.

#### 2. Your Use of the Portal or IDSQI is your Acceptance of the Terms of Use.

Use of the Portal or IDSQI constitutes open and notorious acceptance of the Terms of Use. The Licensor or sponsoring organization is solely responsible for the setup information including locations and company resources and all service fees associated with the setup and use of the Portal or IDSQI as identified in the Fee Schedule on Schedule A effective the date of implementation.

#### 3. User Account.

You must provide accurate and complete registration information any time you register to use Portal or IDSQI. You are responsible for the security of your passwords and for any use of your account. You must immediately notify Innovare Data Solutions of any unauthorized use of your password or account. Your use of Portal or IDSQI and any content accessed through it must comply with all applicable laws, regulations, and ordinances, including any laws regarding the export of data or software. You must be at least 18 years old to use Portal or IDSQI. You may not access Portal or IDSQI other than by the interfaces provided by Innovare Data Solutions.

#### 4. Your Information.

If you create, transmit, or display health or other information while using Portal or IDSQI, you may only provide information that you own or have the right to use. When you provide information, you attest the information provided is accurate and reliable and that you have the legal capacity to provide it. Data analytics may occur on data inputs, updates, or appends by the Licensors and users and Innovare Data Solutions is not responsible for the accuracy of the underlying data.

#### 5. Consent and Access to Products and Services.

Use of the Portal or IDSQI is your consent to allow your data to be distributed in connection to Portal services including quality improvement and research purposes. You may be required to select, submit, sign, accept, or acknowledge or take action prompting goods and services for which your data may be used distributed accessed or shared until you disenroll. It is your sole responsibility to understand the goods and services before taking action to use or consenting to share your information. Your understanding and use shall be strictly based on the product label. Innovare Data Solutions may screen, modify, refuse, or remove products or content at any time and is in no way responsible for your satisfaction or understanding of product or services used as recorded by the system. Innovare is not responsible for product disclosures, consents, opinions, or representations on websites or otherwise. Any Service Fees collected by Innovare (whether billed for, with, or relative to products and services prompted by and used in association with the system) shall be considered earned strictly for data services associated with use of the Portal or IDSQI. USE OF THIRD-PARTY PRODUCTS OR SERVICES AND RELIANCE ON THIRD-PARTY CONTENT IS SOLELY AT YOUR OWN RISK. INNOVARE DATA SOLUTIONS MAY NOT BE HELD LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF ANY THIRD-PARTY PRODUCT SERVICE OR CONTENT. Providers of these third-party services and/or content may be Portal or IDSQI "Licensors".

#### 6. Proprietary Rights.

Innovare Data Solutions owns all proprietary rights to the Portal or IDSQI. Innovare Data Solutions gives you a personal, revocable, non-assignable, and non-exclusive license to use the technology.

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#### 7. Modification and Termination of Portal or IDSQI.

Innovare Data Solutions may place limits on, modify, suspend, or terminate the Portal or IDSQI and may suspend or terminate your use of Portal or IDSQI if you fail to comply with this agreement. This suspension or termination may delete your information, files, and other previously available content. If Innovare Data Solutions terminates Portal or IDSQI, this agreement will also terminate, but Sections 2, 3, 5, 7, 8, and 10-12 shall continue to be effective after this agreement is terminated.

#### 8. Changes to this Agreement.

Innovare Data Solutions may change the Agreement from time to time and will post the modified Agreement at [www.Innovaredata.com](http://www.Innovaredata.com). If you do not agree to the modified agreement, you should stop using the Portal or IDSQI. Your continued use of the Portal or IDSQI after the date the modified agreement is posted will constitute your acceptance of the modified agreement.

#### 9. Indemnification.

You will defend or settle any third-party claim against Innovare Data Solutions, any third-party providers or any other licensors arising out of or related to your use of Portal or IDSQI.

#### 10. Exclusion of Warranties.

NEITHER INNOVARE DATA SOLUTIONS NOR ANY LICENSORS MAKE ANY EXPRESS WARRANTIES, AND EACH OF THEM DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NEITHER INNOVARE DATA SOLUTIONS NOR ANY LICENSORS MAKE ANY WARRANTY THAT THE CONTENT SATISFIES GOVERNMENT REGULATIONS REQUIRING DISCLOSURE OF INFORMATION ON PRESCRIPTION DRUG PRODUCTS. CONTENT IN INNOVARE DATA SOLUTIONS IS DEVELOPED FOR USE IN THE UNITED STATES, AND NEITHER INNOVARE DATA SOLUTIONS NOR ANY LICENSORS MAKE ANY REPRESENTATION CONCERNING THE CONTENT WHEN USED IN ANY OTHER COUNTRY.

#### 11. Limitation of Liability.

NEITHER YOU NOR INNOVARE DATA SOLUTIONS OR ANY OF ITS LICENSORS MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR ANY DAMAGES OTHER THAN DIRECT DAMAGES, EVEN IF THE PARTY KNOWS OR SHOULD KNOW THAT OTHER DAMAGES ARE POSSIBLE OR THAT DIRECT DAMAGES ARE NOT A SATISFACTORY REMEDY. THE LIMITATIONS IN THIS SECTION APPLY TO YOU ONLY TO THE EXTENT THEY ARE LAWFUL IN YOUR JURISDICTION. NEITHER YOU NOR INNOVARE DATA SOLUTIONS OR ANY OF ITS LICENSORS MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN \$100. THE LIMITATIONS OF LIABILITY IN THIS SECTION DO NOT APPLY TO BREACHES OF INTELLECTUAL PROPERTY PROVISIONS OR INDEMNIFICATION OBLIGATIONS.

#### 12. General Legal Terms.

If you have not signed a separate written agreement with Innovare Data Solutions related to Portal or IDSQI, this agreement is the entire agreement between you and Innovare Data Solutions. If there is any conflict between this agreement and an in-force signed written agreement between you and Innovare Data Solutions, that is current and in good standing as determined by Innovare Data Solutions and related to Portal or IDSQI, the signed written agreement will control. Licensors may be third party beneficiaries to this agreement at the sole discretion of Innovare Data Solutions. There are no other third-party beneficiaries to this agreement. The parties are independent contractors and nothing in this agreement creates an agency, partnership, or joint venture. Failure to enforce any provision will not constitute a waiver of that provision. If any provision is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose. THE EXCLUSIVE VENUE FOR ANY DISPUTE RELATING TO THIS AGREEMENT IS EL DORADO COUNTY, CALIFORNIA. Nothing in this agreement limits either party's ability to seek equitable relief through arbitration.