Terms of Use

The Pulsara communications and logistics platform is offered by CommuniCare Technology, Inc., dba Pulsara, a Delaware corporation ("Pulsara") on a subscription basis to an organization ("Subscriber") providing medical and/or emergency management services. Access to and use of the platform, Software, and Pulsara's services (collectively the "Services") are governed by the following terms (the "Terms").

ACCEPTANCE OF TERMS

The Services are offered subject to your acceptance of the Terms contained herein. By accessing, registering for and/or using the Services in any manner, you agree to the Terms.

ARTICLE 1
DEFINITIONS

Section 1.1
"Software" means the Pulsara web, mobile, and Connectivity applications as described at www.pulsara.com/packages and as licensed to Subscriber.

Section 1.2
"Error" means a failure of the Software to conform in all material respects to the Licensed Documentation; provided, however, that any nonconformity resulting from Subscriber's improper use of the Software, combining or merging the Software with software not approved by Pulsara for use with the Software, or modification of the Software which has not been performed by Pulsara, shall not be considered an Error.

Section 1.3
"Licensed Documentation" means all the technical and performance specifications of the Software and support materials that are supplied to Subscriber.

Section 1.4
"Final Quote" means the document executed by Subscriber pursuant to which Subscriber purchases a subscription to the Services. The Final Quote shall form a part of these Terms. If any terms of the Final Quote conflict with any Terms herein, the terms of the Final Quote will control.

Section 1.5
"Patient Information" or "PHI" means "protected health information" as defined under HIPAA provided on or entered into the Software by Subscriber's end users.

Section 1.6
"Connectivity" means facsimile transmission, direct secure messaging transmission, Carequality connectivity, and other transmission functionality within the healthcare networks.

Section 1.7
"Suppliers" means those certain vendors contracted with Pulsara to provide Connectivity.

ARTICLE 2
GRANT/SOFTWARE

Section 2.1 - Grant of Software License
Pulsara grants to Subscriber a limited, nonexclusive, non-transferable license to install, execute, access and use the Software and the Licensed Documentation (collectively, the "Licensed Product") in the manner described in these Terms and, if applicable, the Final Quote. Pulsara reserves all rights in the Licensed Product.

Section 2.2 - Software Support
Pulsara will provide support for current versions of the Software when coupled with device operating systems, hardware devices, and browser versions listed at the URL, which will be updated from time to time: https://www.pulsara.com/faqs/which-web-browsers-and-mobile-devices-can-we-use.

Section 2.3 - Software Performance Usage Data
Aggregated and/or de-identified usage data and Error reports may be collected through the Software to improve Software performance and effectiveness.

ARTICLE 3
FEES AND PAYMENT

Section 3.1 - Fees
As compensation for the licenses granted by Pulsara to Subscriber, Subscriber will pay to Pulsara all fees as set forth in the Final Quote for paid subscriptions. Unless otherwise provided for in these Terms, all fees will be paid in US dollars and become due per the Final Quote terms.

Section 3.2 - Taxes
Fees listed in the Final Quote are exclusive of sales and services taxes. Subscriber is responsible for payment of all such taxes arising from the payment of the Fees unless tax exemption status is provided.

ARTICLE 4
TERM AND TERMINATION

Section 4.1 - Term
The effective date of the subscription term (the "Term") commences on the date of the Subscriber's signature on the Final Quote for paid subscriptions. For free subscriptions, the Term commences upon the Subscriber's representative clicking the "Sign Up Now" button on www.pulsara.com.

Section 4.2 - Termination
Either party may terminate the subscription upon written notice to the other party only as follows:

(a) if either party breaches a material provision of these Terms and such breach is not cured within thirty (30) days after written notice has been given to the breaching party in accordance with Section 4.2; provided, however, that Subscriber access to the Software may be suspended during the thirty (30) day cure period if the breach would cause potential damage to the Software or third parties' continued safe use of the Software;

(b) in the event that either party becomes insolvent, is adjudicated a bankruptcy, voluntarily seeks protection under any bankruptcy or insolvency law, or makes an assignment for the benefit of creditors, whether voluntary or involuntary;

(c) by Subscriber upon thirty (30) days written notice to Pulsara without refund of fees due as of the termination date of these Terms. Upon early termination, Subscriber will not be responsible for payment of fees for subsequent years set forth in the Final Quote; or

(d) by Pulsara upon thirty (30) days written notice to Subscriber.

Section 4.3 - Effect of Termination
Upon termination of the Term, Subscriber's access to the Software will cease. Upon written request by Subscriber made within thirty (30) days after the termination date, Pulsara will make available to Subscriber single-user access to the platform for ten (10) days for a final download (export) of the Subscriber's data (which shall constitute a "return" of Subscriber's data).

ARTICLE 5
USAGE

Section 5.1 - Use of Software
Subscriber shall use the Software only in a manner and for the purposes for which the Software was designed. All uses not expressly permitted under this Article 5 are prohibited.

Section 5.2 - End User Access
Subscriber is solely responsible for authorizing its end users' access to the Software, maintaining all login information and overseeing use of the Software by its end users.

Section 5.3 - Patient Information
Subscriber acknowledges and agrees (1) that the Software is used to transmit, collect, access, manage, and display PHI and (2) that PHI is stored by Pulsara. Subscriber acknowledges and agrees that Subscriber determines which patient information comprises their designated record set and is accessible to the patient as defined under HIPAA 45 CFR 164.501. By design, the patient information communicated in Pulsara for the purposes of care coordination is not intended to serve as the system of record.

Section 5.4 - Medical Advice and Treatment
Subscriber acknowledges and agrees that Pulsara does not provide medical advice, diagnosis, or treatment.

ARTICLE 6
WARRANTY

Section 6.1 - Warranty
Pulsara warrants that the Software substantially meets and performs in compliance with all applicable specifications set forth in the Licensed Documentation.

Section 6.2 - Limitations on Warranty
Except as provided for in these Terms, Pulsara makes no other representations or warranties, express or implied, with respect to Software, and expressly disclaims all such other representations and warranties, including any with respect to merchantability, reliability, or fitness for a particular use or purpose. Without limiting the generality of the foregoing, Pulsara, makes no warranty, representation, or guarantee: (1) as to the sequence, accuracy, timeliness, relevance, or completeness of information entered into the Software, including any information regarding treatment of medical conditions, actions, diagnoses, procedures, application of medication, or other provision of medical services; (2) that the use of the Software will be uninterrupted or error-free; or (3) as to the efficacy of the Software if not updated

at least quarterly and accessed on supported device operating systems, hardware devices, and browser versions listed on www.pulsara.com, which will be updated from time to time.

Section 6.3 - Access
Pulsara disclaims and Subscriber waives any and all responsibility of Pulsara for interruption of Software access due to network connectivity, including system outages caused by cellular providers, internet service providers (ISPs), or cloud computing services (such as AWS). Subscriber waives any and all claims against Pulsara in connection with such use, unless the difficulties were caused solely by the gross negligence or willful misconduct of Pulsara.

Section 6.4 - Limited Liability
(a) The parties' liability to the other for breach of these Terms, including any breach of the warranty contained herein and any claim for indemnity against a third-party claim relating to such breach of warranty shall not exceed the License Fees paid by Subscriber for the Licensed Products during the twelve (12)-month period immediately preceding said breach, less any discount or credits previously received for the Licensed Products.

(b) The limitation stated in Section 6.4 (a) does not apply to Pulsara's breach of Subscriber data, violation of HIPAA, breach of the terms of the parties' BAA, infringement of third-party intellectual property rights, gross negligence, or willful misconduct.

(c) Neither party will be liable to the other party for consequential, special, indirect, incidental, punitive, or exemplary damages, costs, expenses or losses or lost profits under these Terms.

The parties acknowledge that the terms of this section reflect the allocation of risk set forth in these Terms and that the parties would not enter into these Terms without these limitations of liability.

ARTICLE 7
INDEMNIFICATION

Section 7.1 - Indemnification by Subscriber
Provided that such indemnification does not conflict with Subscriber's state law, Subscriber shall indemnify, defend and hold Pulsara, its licensors, parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents harmless from and against any and all reasonable claims, costs, damages, losses, liabilities, and expenses arising out of or relating to Subscriber's negligent use of the Software and any breach of these Terms.

Section 7.2 - Indemnification by Pulsara
In addition to the indemnification stated in Section 6.4(a), Pulsara shall indemnify, defend and hold Subscriber, its parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents harmless from and against any and all reasonable claims, costs, damages, losses, liabilities, and expenses arising out of any of the circumstances identified in Section 6.4(b) hereof. The indemnification stated herein shall not exceed the greater of (i) Pulsara's applicable liability insurance or (ii) the License Fees paid by Subscriber for the Licensed Products during the twelve (12)-month period immediately preceding said breach, less any discount or credits previously received for the Licensed Products.

Section 7.3 - Limitations to Indemnification Obligations
Notwithstanding anything to the contrary in this Article 7, Pulsara shall have no obligation to defend Subscriber with respect to any claim, costs, damages, losses, or liabilities arising from any acts or omissions of Subscriber and/or any end user related to the provision of Subscriber's operations.

ARTICLE 8
INTELLECTUAL PROPERTY AND CONFIDENTIALITY

Section 8.1 - Intellectual Property
(a) Except for the limited license and use rights expressly granted to Subscriber under these Terms during the Term, all title to and the rights in the Licensed Product, including ownership rights to patents (registrations, renewals, and pending applications), copyrights, trademarks, trade secrets, Pulsara's or third party hardware, other technology, any derivatives of and all goodwill associated with the foregoing, is the exclusive property of Pulsara, its Suppliers and/or other third parties.

(b) Patent Notice. The Software may be covered by one or more patents or pending patent applications owned or controlled by Pulsara or its affiliates. Visit www.pulsara.com/legal for more information.

8.2 - Confidentiality
(a) "Confidential Information" means any and all non-public, confidential proprietary information, trade secrets, and such other confidential information of or relating to a party furnished by the party and/or its personnel ("Disclosing Party") on a confidential basis to the other party ("Receiving Party"). PHI, while confidential, is addressed in and subject to the parties' BAA and applicable law. Notwithstanding anything in these Terms to the contrary, Confidential Information will not include information which: (1) at or prior to the time of disclosure by the Disclosing Party was known to or independently developed by the Receiving Party, except to the extent unlawfully appropriated by the Receiving Party or third party; (2) at or after the time of disclosure by the Disclosing Party becomes generally available to the public through no wrongful or negligent act or omission on the Receiving Party's part; or (3) the Receiving Party receives from a third party free to make such disclosure without breach of any legal obligation.

(b) Each party agrees not to reveal or disclose any Confidential Information of the Disclosing Party for any purpose to any third party, or to use any Confidential Information for any purpose other than as contemplated in, or otherwise necessary in connection with the Receiving Party's performance under these Terms without the prior written consent of the Disclosing Party. A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, the Disclosing Party gives the Receiving Party reasonable notice of such disclosure and, where notice of disclosure is not prohibited and is given in accordance with this Article, it takes into account the reasonable requests of the other party in relation to the content of such disclosure. Each party agrees to treat Confidential Information disclosed to it by the other with the same degree of care as the Receiving Party uses in protecting its own confidential and proprietary information, but in no event less than a reasonable care.

8.3 - Restrictions
Subscriber is prohibited from reverse engineering, disassembly or modifying the Software including, removal of any proprietary notices, and any use of the Software in violation of any applicable laws (including any export control laws).

ARTICLE 9
GENERAL PROVISIONS

Section 9.1 - Governing Law
These Terms will be construed in accordance with and governed by the internal law of Subscriber's state, without regard to the choice or conflicts of law provisions of any jurisdiction. In the event that either party institutes any action or proceeding arising out of or relating to these Terms, exclusive jurisdiction

will be in the state or federal court in the county where the Subscriber's corporate office is located. Pulsara Suppliers and other third parties are express beneficiaries to these Terms.

Section 9.2 - Severability
If any provision of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.

Section 9.3 - Independent Contractors
No joint venture, partnership, employment, or agency relationship exists between Subscriber and Pulsara as a result of these Terms or use of the Software.

Section 9.4 - Assignment
The rights and/or obligations contained in these Terms may not be assigned, delegated or otherwise transferred by either party (except to a direct or indirect parent or subsidiary) without the prior written approval of the other party, not to be unreasonably withheld, provided, however that either party may assign these Terms in connection with a merger, consolidation, reorganization, or acquisition of a party resulting in a change of control or a transfer or sale of all or substantially all of the assets of either party. No assignment or delegation shall relieve either party of liability for its obligations hereunder.

Section 9.5 - Waiver
The failure of either party to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by that party in writing.

Section 9.6 - Entire Agreement
These Terms, together with any applicable BAA, Final Quote, or Master License Agreement, comprise the entire agreement ("Agreement") between Subscriber and Pulsara and supersede all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, including any Software or platform click through terms regarding the subject matter contained herein. This Agreement may be amended in writing from time to time by mutual consent of the parties hereto and in accordance with the procedures of State law and permitted uses.

Section 9.7 - Insurance
During the Term, Pulsara shall maintain in full force and effect insurance policies in the minimum amounts stated below, issued by a carrier with an "A-" or better rating from A.M. Best. Pulsara shall not permit such insurance to be reduced, expired, or canceled without reasonable prior written notice to Subscriber. Below is a summary of the insurance coverages carried by Pulsara and does not include information regarding terms, conditions, deductibles, and exclusions. Upon request, Pulsara shall provide a Certificate of Insurance to Subscriber.

Policy Type	Per Occurrence Limit	Annual Aggregate / Policy Limit
Product Liability	$10MM	$10MM

Cyber Risk Liability
  Privacy and Security
  Technology E&O
  Privacy Breach Notification
  Cyber Extortion
	$5MM
	$5MM
	$3MM
	$3MM
		$5MM

Umbrella, attaching to:
  General Liability
  Auto Liability
  Employers Liability
	$9MM	$9MM

General Liability	$1MM	$2MM
Auto Liability (Hired & Non-Owned)	$1MM	N/A
Workers' Compensation	Statutory	N/A
Employers' Liability (BI by Accident, BI by Disease)	$1MM	$1MM
State of Washington Stop Gap (BI by Accident, BI by Disease)	$1MM	$1MM
Crime	$500K	N/A