

Your use of UltraTouch Verify (this “Website”), and the services described herein, including any related and ancillary services provided by UltraTouch Verify, and any updates, new features and enhancements to these services (collectively, “Services”), is governed by the terms and conditions below, including any addenda (“Terms of Service”). These Terms of Service constitute a legally binding agreement between you and D2 Pharma Consulting LLC, a Delaware limited liability company also known as “D2 Solutions” (hereinafter “UltraTouch Verify”, “we” or “us”). Reference to UltraTouch Verify herein includes any subsidiaries or affiliates of UltraTouch Verify involved with providing the Services offered by UltraTouch Verify.

In order to use the Services, you must be a licensed health care provider with the intent to prescribe or dispense a prescription, an employee of such a licensed health care provider, or a pharmaceutical hub provided with access to the Services by UltraTouch Verify. If you are an employee of an organization, you represent that you are authorized to agree to these Terms of Service on behalf of the organization. No other person or entity, including any consulting company, other reimbursement support service provider, or pharmaceutical company, is permitted to agree to these Terms of Service or to access the Services through these Terms of Service. Notwithstanding the foregoing, pharmaceutical sales representatives may create a user account solely for Demonstration Purposes (as defined below), provided that such representatives identify themselves accordingly during account set up. For the purposes of these Terms of Service, “Demonstration Purpose” means use for the purpose of educating the individual sales representative with respect to the functionality of the UltraTouch Verify Services. Any user in violation of this provision is subject to immediate account termination as set forth in the Website Administration section below. The servers that host this Website are located in the United States, and any Protected Health Information, as defined in 45 CFR § 160.103 (“PHI”), provided to us will be processed by UltraTouch Verify in the United States.

By using UltraTouch Verify product(s) and services, you agree that you have read, understand, and agree to be bound by these Terms of Service and the attached Business Associate Agreement (defined below). If you do not agree with these Terms of Service and the Business Associate Agreement, you may not use the Services.

WHAT ARE THE SERVICES

UltraTouch Verify offers various Services, including, but not limited to, Services relating to: (i) the patient journey, (ii) prior authorizations (“PA”), (iii) PA assistance, including follow up communications, (iv) benefit verification and investigation, (v) patient financial assistance, (vi) prescription management and follow up communications to patients regarding patient enrollments, (vii) hub services, (viii) messages and information related to a prescription medication, and (ix) identification and qualification of patients for participation in certain clinical trials and research opportunities.

UltraTouch Verify may establish business relationships with certain economic sponsors, such as pharmaceutical manufacturers and payors, to facilitate the Services and may share protected health information pursuant to a valid Health Insurance Portability and Accountability Act (“HIPAA”) authorization that complies with 45 CFR 164 to support certain program drugs prescribed to the patient.

WHAT ARE THE PRIVACY OBLIGATIONS OF ULTRATOUCH VERIFY?

UltraTouch Verify generally provides its Services as a business associate to health care providers. Therefore, to use the UltraTouch Verify Services pursuant to these Terms of Service, health care providers, including employees agreeing to these Terms of Service on behalf of an employer that is a health care provider, must read and agree to the attached business associate agreement (“Business Associate Agreement”), which is part of these Terms of Service. The Business Associate Agreement requires UltraTouch Verify to protect your PHI and specifies the purposes for which it may be lawfully used and disclosed by UltraTouch Verify. Use of the Services constitutes acceptance of the terms of the Business Associate Agreement. UltraTouch Verify may use subcontractors to assist in performing some of its Services. When these subcontractors have access to PHI, they will enter into business associate agreements with UltraTouch Verify to the extent required by applicable law. The Services are provided to you at no cost, dependent upon UltraTouch Verify’s ability to share or use data created or obtained in the course of providing Services as specified in the Terms of Service and as permitted by law.

UltraTouch Verify may share or use de-identified data with third parties including, but not limited to, pharmaceutical manufacturers for various purposes such as, but not limited to, billing and validation of certain transactions, evaluating the effectiveness of the Services, and providing data analytics and market insights, including prescribing practices. Additionally, data is used for continuous improvement of current services, such as to improve the end user experience, and streamline the prior authorization process, as well as the development of future products, and services. You acknowledge and agree that UltraTouch Verify, or its subcontractors, or both, are hereby authorized to de-identify PHI in accordance with 45 C.F.R. § 164.514(a)-(c) of HIPAA, and subsequently use and disclose such de-identified data as permitted by applicable law, including, without limitation, for UltraTouch Verify’s internal business use and third-party reporting.

You authorize UltraTouch Verify to use and disclose your information provided in connection with the Services, including without limitation, your National Provider Identifier number (“NPI number”), unless prohibited by applicable law.

You acknowledge and authorize that UltraTouch Verify may perform data analytics in connection with your prescribing practices, outcomes of PAs submitted, and use and disclose such analytics for UltraTouch Verify’s internal business use and third-party reporting.

You acknowledge and agree that UltraTouch Verify or its affiliates may also engage directly with patients, and UltraTouch Verify or its affiliates may use and disclose PHI pursuant to an authorization that complies with 45 CFR 164. Additionally, you acknowledge that patients may provide information to UltraTouch Verify or its affiliates, not as part of the Services, that is the same or substantially similar to information obtained by UltraTouch Verify in the course of performing its Services, and that UltraTouch Verify's or affiliates' use and disclosure of such information is subject exclusively to the agreement or agreements between the patient and UltraTouch Verify or its affiliate.

WHAT ARE YOUR OBLIGATIONS WHEN USING ULTRATOUCH VERIFY?

Use of the Services constitutes a representation and warranty that all consents and authorizations required to provide PHI, including genetic information such as genetic test results, to UltraTouch Verify, and for UltraTouch Verify to use and disclose the provided PHI, including genetic information such as genetic test results, to provide its Services and as otherwise provided herein or in the Business Associate Agreement, have been obtained by you in accordance with applicable law. In addition, you represent and warrant that you have provided all notices necessary to comply with applicable federal and state laws and regulations relating in any way to medical privacy, or health privacy, or both including, but not limited to a notice of privacy practices.

You must provide current, complete, and accurate information when you create an account to use our Services. You understand that we may collect information such as your name, physical address, email, telephone number, fax number, organization name, job title, and NPI number when you sign up as a user. Although UltraTouch Verify disclaims any legal duty to verify the accuracy of any data that you provide to us when creating an account, if UltraTouch Verify believes that any information you provide is not current, complete, and accurate, we have the right to refuse access to the Website or any of our Services, and to terminate or suspend your account. You are entirely responsible for maintaining the confidentiality of your password and account as well as for any and all activities that occur by use of your account. You agree to immediately notify UltraTouch Verify of any unauthorized use of your account or any other breach of security related to your account. UltraTouch Verify will not be liable for any loss that you may incur as a result of someone else using your password or account with or without your knowledge. However, you could be held liable for losses incurred by UltraTouch Verify or another party as a result of someone else using your account or password. You may not use anyone else's account or allow anyone else to use your account at any time.

If you are creating an account as an employee of a health care provider, you understand and agree that your account is specific to that health care provider and therefore, if your employment with that healthcare provider ends or is terminated for any reason, you are no longer permitted to access our Services through that account, and must immediately notify UltraTouch Verify at connect@d2rx.com so we may disable that account. You may update your user profile information or disable your user account

at any time by visiting the “Your Preferences” tab after login in, or by sending a request via email to connect@d2rx.com with the words “UPDATE MY INFORMATION” in the subject line. If you withdraw consent, or disable your account, the business relationship created when you registered and agreed to the Terms of Service is terminated.

Any user can disable his or her user account at any time. Disabling your user account will render your account inaccessible; however, our system is required to maintain a record of user accounts and the contents of each for audit purposes, and we may maintain backup copies of all information for legal and compliance purposes. Other healthcare providers may rely on PHI previously submitted while you were an active user after you disable your account.

PA forms, other forms, and services made available to users are optimized to collect the necessary information that the payer organization or regulatory entity which created the form requested. A user must submit PHI in order to utilize the Services available on this website. Other healthcare providers will receive and use PHI a user submits in order to facilitate the provision of Services to the user.

DOES ULTRATOUCH VERIFY OFFER MEDICAL ADVICE?

UltraTouch Verify does not offer medical advice, does not determine medical necessity, insurance coverage or copays and does not otherwise engage in the practice of medicine. The content accessed through the Website is for informational purposes only, and is not intended to address every possible use, direction, precaution, drug interaction, or adverse effect. UltraTouch Verify is not a substitute for a health care providers’ professional medical judgment, or for individual patient assessments and examinations. The content of this Website should not be used during a medical emergency or for the diagnosis or treatment of any medical condition. Reliance on any of the information provided by UltraTouch Verify or provided on or by the Website is solely at the user’s and the health care provider’s own risk. UltraTouch Verify does not recommend or endorse any specific products, services, physicians, tests, procedures, opinions, or other information that may be available on this Website.

The information provided by UltraTouch Verify or provided on or by the Website is not intended to be a substitute for professional medical advice based on your individual condition and circumstances. We are not liable or responsible for any consequences of your having read or been told about such advice or other materials as you assume full responsibility for your decisions and actions. In particular, to the fullest extent permitted by law, we make no representation or warranties about the accuracy, completeness, or suitability for any purpose of the advice, other materials and information published by UltraTouch Verify or provided on or by the Website.

INFORMATION AVAILABLE THROUGH THE WEBSITE

While we attempt to ensure that the information available through our Website is as complete and accurate as possible, we make no warranties, express or implied, about the completeness, accuracy, reliability, suitability or availability of the information. Some information available through the Website may be entered by other authorized professionals. UltraTouch Verify does not review this content for completeness or accuracy or screen it in any way and makes no warranties related thereto. You acknowledge and agree that UltraTouch Verify is not responsible for the content of any materials or information posted to or otherwise available on the Website, whether provided by UltraTouch Verify, you, another user or another third party. Any reliance on such materials is strictly at your own risk.

Our Website may contain links to websites controlled or offered by third parties. UltraTouch Verify does not endorse or recommend any products or services offered by or information contained in any of these third-party sites. UltraTouch Verify hereby disclaims all liability for all information, materials, products or services posted, offered or that may be accessed at any of the third-party sites linked to from our Website. UltraTouch Verify makes no representation regarding the quality of any product or service contained at any such third-party site.

HOW MAY WE CONTACT YOU, YOUR PATIENTS OR OTHERS ON YOUR BEHALF?

YOUR INFORMATION AND UPDATES

It is your obligation to provide and maintain current, complete and accurate information on your UltraTouch Verify account in order to use the Services (see “What are Your Obligations when Using UltraTouch Verify?” above). You agree to indemnify us, as described in “What About Indemnification” below, for any third-party claims arising from our reliance on such information and your failure to provide and maintain current, complete and accurate information on your UltraTouch Verify account.

TRANSMISSION SUBSTITUTION AND CONSENT TO CONTACT ON YOUR BEHALF

You agree we may substitute a fax number provided by you and submitted with a PA request for submission by us to health plans, Pharmacy Benefit Managers (“PBMs”) or other payors on your behalf with an UltraTouch Verify fax number, for example so that the PA determination will be faxed to us and delivered as part of the Services. This substitution helps UltraTouch Verify enhance the Services provided to you, your patient and other authorized providers. You also agree to allow UltraTouch Verify and its agents to submit your prior authorization request via alternate submission methods, up to and including Web portals, in an effort to receive a determination from the Payer.

You also agree that you have obtained the required authorizations from the patient to release the referenced medical and/or other patient information relating to their prior authorization.

You authorize UltraTouch Verify to employ current technology and tools, such as automation, in its process and Services in compliance with Federal standards and guidelines.

UltraTouch Verify may accept other communications that are unrelated to the PAs that you have submitted using the Services via the substituted UltraTouch Verify fax number that a health plan, PBM or other payor may send to you. UltraTouch Verify will make commercially reasonable efforts to forward such unrelated communications to you if we are able to determine, with reasonable certainty, that they are intended for you. However, UltraTouch Verify disclaims any responsibility for failure to deliver to you any communications which a health plan, PBM or other payor transmits to us that are unrelated to the PA requests you submit while using the Services and which UltraTouch Verify has delivered on your behalf.

You agree that we may contact (i) health care providers, (ii) health plans, PBMs and other payors, and (iii) pharmacies on your behalf in connection with PA requests, or other Services, or both.

We may also contact your patients in connection with our Services either on your behalf as directed by you or pursuant to an authorization from such patients. You agree that, for this purpose, we may use the contact information for your patients that you have provided to us.

WITH WHOM IS MY INFORMATION AND MY PATIENTS' INFORMATION SHARED?

Patient information you provide, including, but not limited to PHI, to us through our portal services is used and disclosed as necessary to provide our Services and as otherwise permitted by these Terms of Service, including the Business Associate Agreement attached to and incorporated in these Terms of Service.

WHO OWNS THE WEBSITE AND ITS USER CONTENT, AND ARE THERE LIMITS OF USE?

OWNERSHIP

UltraTouch Verify and its licensors, if any, own all proprietary rights to the Website and Services, including without limitation all text, images, data, information, and other content (collectively, "UltraTouch Verify Content"), and all intellectual property rights therein, displayed, available, or appearing on the Website. The software coding and the look and feel of the Service provided by UltraTouch Verify are copyrighted by, and the property of, UltraTouch Verify, and all rights are

reserved by UltraTouch Verify. You should assume that everything you see on this Website is copyrighted, unless otherwise noted, and may not be used without permission, except as otherwise provided in these Terms of Service. You may not duplicate, copy, or reuse any portion of the HTML/CSS, JavaScript, visual design elements, or concepts without express written permission from UltraTouch Verify. Any reproduction, redistribution, retransmission, or display of the UltraTouch Verify Content available on the Website, or any portion of such UltraTouch Verify Content, not in accordance with these Terms of Service is expressly prohibited.

UltraTouch Verify uses certain documents from other companies, including but not limited to forms provided by health plans, PBMs, other payors, or their business partners. Copyright of these documents is retained by their respective owners, and UltraTouch Verify claims no ownership of such material. UltraTouch Verify uses such material under fair-use provisions of copyright law or by written consent of the owner.

Provided you are not in default of any of your obligations hereunder, UltraTouch Verify gives you a limited, revocable, non-assignable, and non-exclusive license to use the Website and the Services within the United States in accordance with these Terms of Service. You agree not to infringe upon any intellectual property rights or remove or modify related proprietary notices contained in this Website.

UltraTouch Verify reserves all rights not expressly granted in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to you or any third party, any intellectual property rights or other right, title, or interest in or to the Website and Services.

USER CONTENT

When you create, transmit, or display information while using the Website, you may only provide information that you own or have the right and legal authority to use and disclose. Except for PHI, which is governed by the Business Associate Agreement, any content or information that you submit to this Website or to UltraTouch Verify (“User Content”), such as sample forms not otherwise available on the Website, user tips and tricks, or requests for new features, will be deemed to be non-confidential and may be disclosed through this Website for browsing, downloading, printing, and other uses by other persons or entities, such as your browser licensor or internet service provider. You agree not to submit User Content to this Website or UltraTouch Verify that you do not have full authority to submit, and to only submit User Content that does not infringe *upon* any third party’s intellectual property rights in connection with such submission. It is your obligation to determine the extent to which User Content you submit is protected by applicable intellectual property laws. You agree that UltraTouch Verify will have, and hereby grant to UltraTouch Verify, a worldwide, royalty-free, perpetual, irrevocable, sub-licensable, non-exclusive right and license to use, translate, reproduce, sell, publish, distribute, modify, adapt, display, perform, promote, and link to, in any form or media, any User Content. UltraTouch Verify does not endorse any User Content that may appear on this Website. Nothing in these Terms of

Service will obligate UltraTouch Verify to use any User Content or permit the posting of such User Content on this Website.

USE OF YOUR NAME AND MARKS

You grant to UltraTouch Verify a limited, royalty free, non-sublicensable, non-transferable, nonexclusive license to use your name and the name, trademarks (registered and unregistered), and logos of your company, practice, or organization for UltraTouch Verify's business use, including, without limitation, the right to use your name and the name, trademarks (registered and unregistered), and logos of your company, practice, or organization on UltraTouch Verify's website, and on UltraTouch Verify's customer lists.

COMPLIANCE WITH THE DIGITAL MILLENIUM COPYRIGHT ACT

UltraTouch Verify respects the rights of all copyright holders and in this regard, we have adopted and implemented a policy that provides for the termination, in appropriate circumstances, of access to this Website by users who infringe upon the rights of copyright holders. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information required by the Digital Millennium Copyright Act, 17 U.S.C. Section 512:

- a. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- b. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- c. Identification of the copyrighted content that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and the information reasonably sufficient to permit UltraTouch Verify to locate the copyrighted content;
- d. Information reasonably sufficient to permit UltraTouch Verify to contact the complaining party;
- e. A statement that the complaining party has a good faith belief that the use of the copyrighted content in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- f. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. For copyright inquiries under the Digital Millennium Copyright Act, please contact UltraTouch Verify at: connect@d2rx.com.

AUTHORIZED AND PROHIBITED USES

Your use of the UltraTouch Verify Services will comply with all applicable laws, regulations and ordinances, including, but not limited to, those pertaining to privacy, intellectual property, the export of data or software, coding, billing, payment, and any signature requirements for submitting PAs. You may not access the UltraTouch Verify Services outside of the interfaces we provide, nor may you interfere with or disrupt the proper operation of our Services. You will only submit User Content and material that is functionally and technically compatible with this Website and which you are authorized to submit. You will not engage in any conduct or submit to this Website any content or other material that is illegal, inaccurate, misleading, misappropriated, dilutive, defamatory, obscene, offensive, or otherwise objectionable, or submit any promotional (for advertising or marketing purposes) content or material (collectively “Wrongful Use”). You will not attempt to and will not damage, corrupt, tamper with or infect this Website or any information or telecommunication system of UltraTouch Verify with a virus or other malicious computer program. You expressly agree that you will not (i) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to, or (ii) copy, modify or create derivative works of, any software code or proprietary elements of the Website or UltraTouch Verify’s Services.

Use of this Website is provided for the permitted purposes stated in these Terms of Service, and Wrongful Use is precluded with respect to this Website. Without limiting the generality of the foregoing, you agree that you will not undertake any activity which may adversely affect the use of this Website by any person. You are prohibited from using any of our Services to compromise security or tamper with system resources, or accounts, or both. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools, or network probing tools) is strictly prohibited. Integrating with, automating, “spidering,” or “scraping” are all prohibited, in violation of these Terms of Service, and may be illegal. Only human users using the Website manually are permitted. If you become involved in any violation of system security, UltraTouch Verify reserves the right to release your details to system administrators at other sites and law enforcement authorities in order to assist them in resolving security incidents.

You represent and warrant that you will not rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available any UltraTouch Verify Services.

GOOD SAMARITAN POLICY

It is our policy not to tolerate any acts of intellectual property infringement or violations of federal or state law. If we become aware of any Wrongful Use, we will use commercially reasonable efforts to remove, disable, or restrict access to the availability of User Content on the Website that, in our sole discretion, constitutes Wrongful Use, whether or not such material is constitutionally protected. This provision does not impose upon UltraTouch Verify any contractual obligation to undertake, or refrain from undertaking, any particular course of conduct, or to monitor the Website.

If you believe that someone has violated this policy, we ask you to promptly notify us by email at connect@d2rx.com and provide as detailed a description of the alleged violation as possible. Use of this email address will ensure that the complaint is received by the appropriate party who is responsible for investigating alleged violations of this policy.

WEBSITE ADMINISTRATION

We reserve the right to deny access to any user at any time for any reason. UltraTouch Verify may limit, modify, suspend, or terminate your use of this Website at any time without liability or prior notice, and may suspend or terminate your use of our Services if you fail to comply with these Terms of Service. THIS SUSPENSION OR TERMINATION MAY DELETE YOUR ACCOUNT, INFORMATION, FILES, AND OTHER PREVIOUSLY AVAILABLE CONTENT, AND ULTRATOUCH VERIFY SHALL HAVE NO RESPONSIBILITY TO BACKUP OR PRESERVE ANY SUCH MATERIALS OR DATA.

MODIFICATIONS TO THE TERMS OF SERVICE

These Terms of Service are subject to change from time to time and will be effective upon posting. Notices of updates or changes may be provided to you through your use of this Website and the Services. The most current Terms of Service will always be available within D2 Solutions' products. If you do not agree to the modified Terms of Service, you should delete your account with us. For information on how to do so, contact us at connect@d2rx.com.

WHAT ABOUT INDEMNIFICATION?

You agree to indemnify, defend, and hold harmless UltraTouch Verify and its affiliates, officers, directors, employees, contractors, representatives, agents, and licensors from any demands, claims, damages, liabilities, expenses, or harms (including attorneys' fees) arising out of or related to your use of our Services or breach of these Terms of Service. You will not settle any indemnified claim without our written consent.

DOES ULTRATOUCH VERIFY WARRANT ITS SERVICE?

YOU UNDERSTAND AND AGREE THAT OUR SERVICE IS AVAILABLE SOLELY ON AN "AS IS" AND "AS AVAILABLE" BASIS. NEITHER ULTRATOUCH VERIFY NOR ANY OF ULTRATOUCH VERIFY'S REPRESENTATIVES, AGENTS OR LICENSORS MAKE ANY EXPRESS WARRANTIES, AND EACH OF THEM DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, RESULTS, COMPLETENESS, ACCESSIBILITY, COMPATIBILITY,

SECURITY, AND FREEDOM FROM COMPUTER VIRUS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER ULTRATOUCH VERIFY NOR ANY OF ULTRATOUCH VERIFY'S REPRESENTATIVES, AGENTS OR LICENSORS MAKE ANY WARRANTY THAT THE CONTENT OF THE WEBSITE SATISFIES GOVERNMENT REGULATIONS REQUIRING DISCLOSURE OF INFORMATION ON PRESCRIPTION DRUG PRODUCTS. IN NO EVENT SHALL ULTRATOUCH VERIFY NOR ANY OF ITS LICENSORS, REPRESENTATIVES, OR AGENTS BE LIABLE FOR ANY LOSS OR DAMAGE, DELAY IN PERFORMANCE, OR NONPERFORMANCE CAUSED BY EQUIPMENT MALFUNCTION OR BREAKDOWN, NETWORK OR PIPELINE DISRUPTION, SEVERE WEATHER CONDITIONS, INFORMATION UNAVAILABILITY, STRIKES OR OTHER LABOR DISPUTES, RIOTS, FIRE, INSURRECTION, WAR, FAILURE OF CARRIERS, ACCIDENTS, ACTS OF GOD, OR ANY OTHER CAUSES BEYOND ULTRATOUCH VERIFY'S REASONABLE CONTROL. IF ANY APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE ABOVE IMPLIED WARRANTIES TO APPLY TO YOU, THE ABOVE EXCLUSIONS WILL APPLY TO YOU TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

It is intended that only United States residents use our Services on a computer located in the United States. Accordingly, any use of our Services by anyone other than United States residents, or use of our Services on a computer located outside of the United States, is strictly prohibited and constitutes a breach of the Terms of Service. NEITHER ULTRATOUCH VERIFY NOR ANY OF ULTRATOUCH VERIFY'S LICENSORS, REPRESENTATIVES OR AGENTS MAKE ANY REPRESENTATION CONCERNING THIS WEBSITE, THE SERVICES, OR ANY CONTENT WHEN USED IN ANY OTHER COUNTRY. No software may be downloaded or otherwise exported into any countries that are subject to United States export/import control restrictions or other national security restrictions.

WHAT ARE THE LIMITS ON LIABILITY?

IF YOU ARE DISSATISFIED WITH OUR SERVICES OR ANY OF ULTRATOUCH VERIFY'S TERMS, CONDITIONS, RULES, POLICIES, GUIDELINES, OR PRACTICES, OR OTHERWISE HAVE A DISPUTE WITH ULTRATOUCH VERIFY, YOUR SOLE AND EXCLUSIVE REMEDY IS TO TERMINATE THIS AGREEMENT AND DISCONTINUE USE OF OUR SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER ULTRATOUCH VERIFY NOR ANY OF ITS LICENSORS MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING FROM YOUR USE OF OUR SERVICES OR THIS WEBSITE, OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF OUR SERVICES OR REGISTRATION ON OUR WEBSITE, EVEN IF WE KNOW OR SHOULD KNOW THAT OTHER DAMAGES ARE POSSIBLE OR THAT DIRECT DAMAGES ARE NOT A SATISFACTORY REMEDY. THE LIMITATIONS IN THIS SECTION APPLY ONLY TO THE EXTENT THEY ARE LAWFUL IN YOUR JURISDICTION.

WHAT ARE THE GENERAL LEGAL TERMS?

These Terms of Service, including the Business Associate Agreement, constitute the entire agreement between you and UltraTouch Verify relating to the Website and UltraTouch Verify's Services. If there is any conflict between these Terms of Service and a signed written agreement between your company, practice, or organization and UltraTouch Verify, the signed written agreement will control. 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 headings contained in these Terms of Service are for convenience of reference only and will not affect or alter the meaning or effect of any provision hereof. These Terms of Service are not assignable or transferable by you without the prior written consent of UltraTouch Verify. The laws of the State of Missouri shall govern if any dispute arises hereunder, without regard to choice of law or conflicts principles of Missouri or any other jurisdiction, and the parties consent to binding arbitration in the County of St. Louis in the State of Missouri, in accordance with the rules of the American Arbitration Association, for the determination of any disputes arising under these Terms of Service.

You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. We reserve the right, in our sole discretion, to discontinue the provision of your electronic communications, or to terminate or change the terms and conditions on which we provide electronic communications. We will provide you with notice of any such termination or change as required by law.

[END OF TERMS OF SERVICE; BUSINESS ASSOCIATE AGREEMENT FOLLOWS.]

D2 SOLUTIONS BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (the “**Agreement**”) is entered into between **you** (“**Covered Entity**”) and **D2 Pharma Consulting LLC**, a Delaware limited liability company also known as “D2 Solutions” (“**Business Associate**”), and is effective as of the date that you click the “SIGN UP” button on the Create Your Account screen or initiate use of a Business Associate product or service (the “**Effective Date**”).

WHEREAS, the U.S. Department of Health and Human Services issued regulations on “Standards for Privacy of Individually Identifiable Health Information” comprising 45 C.F.R. Parts 160 and 164, Subparts A and E (the “**Privacy Standards**”), “Security Standards for the Protection of Electronic Protected Health Information” comprising 45 C.F.R. Parts 160 and 164, Subpart C (the “**Security Standards**”), and “Standards for Notification in the Case of Breach of Unsecured Protected Health Information” comprising 45 C.F.R. Parts 160 and 164, Subpart D (the “**Breach Notification Standards**”), promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”) and as modified by the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (“**HITECH Act**”) (the Privacy Standards, the Security Standards and the Breach Notification Standards are collectively referred to herein as the “**HIPAA Standards**”).

WHEREAS, in conformity with the HIPAA Standards, Business Associate has and/or will have access to, create and/or receive certain Protected Health Information (“**PHI**”) to perform its Services as provided under the Terms of Service entered into by and between Covered Entity and Business Associate (the “**Terms of Service**”).

WHEREAS, Covered Entity is required by the HIPAA Standards to obtain satisfactory assurances that Business Associate will appropriately safeguard all PHI disclosed by or created or received by Business Associate on behalf of Covered Entity.

WHEREAS, the parties hereto desire to enter into this Agreement to memorialize their obligations with respect to PHI pursuant to the requirements of the HIPAA Standards.

NOW, THEREFORE, Covered Entity and Business Associate agree as follows:

Section 1: Definitions

Except as otherwise specified herein, capitalized terms used but not defined in this Agreement shall have the same meaning as those terms as defined in the Terms of Service or, if not defined therein, in the HIPAA Standards.

- a) Protected Health Information (“PHI”) has the same meaning as the term "Protected Health Information" as defined in 45 C.F.R. §160.103, and includes electronic PHI (“ePHI”) limited, however, to such information created or received by Business Associate in a business associate capacity on behalf of Covered Entity.
- b) Secretary means the Secretary of the Department of Health and Human Services or his/her designee.

Section 2: Obligations and Activities of Business Associate

- a) Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement, the Services Agreement, or as permitted or Required by Law.
- b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.
- c) In accordance with the HIPAA Standards, Business Associate shall implement Administrative, Physical and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of ePHI that it creates, receives, maintains or transmits on behalf of the Covered Entity. Specifically, Business Associate shall comply with the Security Standards.
- d) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Agreement, including breaches of Unsecured Protected Health Information as required at 45 CFR 164.410, and any security incident of which it becomes aware. The parties acknowledge and agree that this Section 2(d) constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice to Covered Entity shall be required. “Unsuccessful Security Incidents” means, without limitation, pings and other broadcast attacks on Business Associate’s firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any other incident that does not result in unauthorized access, use or disclosure of PHI.
- e) Business Associate will enter into a written agreement with any Subcontractor that creates, receives, maintains or transmits PHI on behalf of Business Associate for Services provided to Covered Entity, which requires the Subcontractor to agree to restrictions and conditions on the use and disclosure of PHI that are no less restrictive than those that apply through this Agreement to Business Associate with respect to such PHI.
- f) Business Associate will cooperate with Covered Entity’s efforts to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- g) To the extent Business Associate maintains any PHI in a Designated Record Set, within twenty (20) business days of receipt of a written request by Covered Entity, Business Associate agrees to

provide Covered Entity with access to PHI in a Designated Record Set for Covered Entity to comply with the requirements under 45 C.F.R. § 164.524. Business Associate further agrees, within twenty (20) business days of receipt of Covered Entity's written request, to make available PHI for amendment and incorporate any amendments to PHI in a Designated Record Set in accordance with 45 C.F.R. § 164.526. If Business Associate provides copies or summaries of PHI to an Individual it may impose a reasonable, cost-based fee in accordance with 45 C.F.R. § 164.524(c)(4).

h) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI relating to the use and disclosure of PHI created or received by Business Associate on behalf of Covered Entity available, at the request of the Covered Entity, to the Secretary, for purposes of determining Covered Entity's compliance with the HIPAA Standards, subject to any applicable privileges.

i) Business Associate agrees to document those disclosures of PHI, and information related to such disclosures, as required to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. Business Associate further agrees to provide Covered Entity such information within twenty (20) business days of receipt of its written request to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI, in accordance with 45 C.F.R. § 164.528.

j) Business Associate acknowledges that in using, disclosing and requesting PHI, it shall comply with the minimum necessary requirements of the Privacy Standards.

Section 3: Permitted Uses and Disclosures of PHI by Business Associate

a) Business Associate may use or disclose PHI to perform functions, activities, or Services for, or on behalf of, Covered Entity pursuant to the Terms of Service provided that such use or disclosure does not violate the HIPAA Standards.

b) Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate. Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out its legal responsibilities, provided that such disclosures are (i) Required by Law, or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person agrees to notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

c) Business Associate may use and disclose Protected Health Information to provide Data Aggregation services related to the health care operations of Covered Entity.

- d) Business Associate may use or disclose Protected Health Information to de-identify information or create a Limited Data Set, in accordance with 45 C.F.R. § 164.514(b), and use and disclose such de-identified data as permitted by law and, in the case of a Limited Data Set, as permitted by and in accordance with the Privacy Standards.
- e) Business Associate may use or disclose Protected Health Information for purposes of obtaining, and in accordance with, authorizations that meet the requirements of 45 CFR § 164.508.
- f) Business Associate may use or disclose Protected Health Information as permitted by 45 CFR § 164.506(c).
- g) Business Associate may use or disclose Protected Health Information to for public health and other purposes permitted by 45 CFR 164.512 and to report violations of law to appropriate federal and state authorities consistent with 45 CFR § 164.502(j)(1).

Section 4: Term and Termination

- a) Term. The provisions of this Agreement shall commence on the Effective Date and shall terminate upon termination of the Services except as provided in Section 4(c).
- b) Termination for Cause. Without limiting the termination rights of the parties pursuant to this Agreement and upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall provide a reasonable opportunity of not less than thirty (30) business days for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Agreement.
- c) Effect of Termination.
 - 1) Except as provided in paragraph (2) of this section, upon termination of the Services for any reason, Business Associate shall return or destroy all PHI received or created by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of Subcontractors of Business Associate.
 - 2) If Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction not feasible, for so long as Business Associate maintains such PHI.

Section 5: Covered Entity Obligations

Covered Entity represents and warrants that:(a) it has obtained all permissions, consents and authorizations required for Business Associate to use and disclose PHI to provide its Services and as

otherwise permitted or required herein; (b) it will request from or disclose to Business Associate only the minimum necessary PHI in accordance with the Privacy Standards; (c) it will not provide any PHI to Business Associate that is subject to a restriction pursuant to 45 CFR 164.522(a); and (d) will transmit any PHI to Business Associate in a secure manner and, in the case of ePHI, encrypted in accordance with guidance issued by the Secretary for rendering PHI unusable, unreadable or indecipherable.

Section 6: Notices

Any notices or communications to be given pursuant to this Agreement shall be made, in the case of notices to Covered Entity, to the individual noted in Covered Entity contact appearing in your account set up information and if made to Business Associate, to the address given below:

D2 Solutions

400 Chesterfield Center, Suite 400

Chesterfield, MO 63017

Section 7: Miscellaneous

Regulatory References. A reference in this Agreement to a section in the HIPAA Standards means the section then in effect and as of its applicable compliance date.

Amendment. This Agreement may be updated, revised or otherwise amended by Business Associate from time to time as Business Associate reasonably may deem appropriate, including, but not limited, to take into account statutory or regulatory changes or case law developments.

Waiver; Severability. No failure or delay on the part of either Party in exercising any right under this Agreement will operate as a waiver of, or impair, any such right. No waiver of any such right will have effect unless given in a written document signed by the Party waiving such right. If any part of this Agreement is held to be void or unenforceable, such part will be treated as severable, leaving valid the remainder of this Agreement.

Integration; Interpretation. This Agreement supersedes and replaces any and all previous business associate agreements between the parties. Any ambiguity in this Agreement shall be resolved to permit the parties to comply with the HIPAA Standards. In the event of any inconsistency or conflict between this Agreement and the Terms of Service, the terms and conditions of this Agreement shall govern and control.

No Third-Party Beneficiary. Nothing express or implied in this Agreement or in the Terms of Service is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.

Survival. The respective rights and obligations of Business Associate under Section 4(c) of this Agreement shall survive the termination of this Agreement for so long as Business Associate retains any PHI.

Governing Law. This Agreement shall be governed by and construed in accordance with the same internal laws as that of the Terms of Service.

Modifications. Business Associate shall not be bound by any edits or modifications to this Agreement made by Covered Entity unless Business Associate expressly agrees in writing to any such edits or modifications.

Disputes. The Parties will make efforts to resolve informally any disputes under this Agreement. No Party will be liable to another party for any indirect, incidental, consequential, special or punitive damages with respect to the matters addressed in this Agreement, regardless of the cause or legal theory and whether or not foreseeable.

Each party entering this Agreement represents and warrants that such party is consenting with full and complete authority to bind the party on whose behalf of whom such person is accepting, to each and every term of this Agreement.