

Welcome to Health Data & Management Solutions, Inc.'s ("HDMS") data analytics software solution. These Terms of Use (the "Terms") apply to those websites and software applications (including mobile applications) that we operate and that contain a link to or reference these Terms (an "Application" or together the "Applications").

By using our Applications you are agreeing to these Terms. Please read them carefully.

We may modify these Terms at any time by posting the revised Terms on the Applications. You can determine when these Terms were last revised by referring to the "LAST UPDATED" legend at the bottom of these Terms. Any modifications will be effective immediately upon such posting. Your use of or access to the Applications after such modifications are posted will signify your acceptance of the modifications and your agreement to be bound by them. Notwithstanding the foregoing, any modifications to these Terms shall not apply to any dispute between us arising prior to the date on which we post the revised Terms that contain such modifications.

Access to this Application is restricted to authorized users to whom HDMS has issues and authorized user ID. Unauthorized access, or inappropriate use of the information and data available through this Application, will be prosecuted to the fullest extent permitted by law.

You shall use and access the Application solely to perform health benefit plan reporting and analysis using a database established and maintained by HDMS and solely in connection with your employer's and/or your employer's customers' administration of a benefits plan. You shall use and access the Application solely in accordance with applicable law. No other data other than the health benefits reporting and analytics database established and maintained by HDMS may be processed using the Software. You shall not use the Application in any manner that is illegal or inconsistent with applicable law or the rights of any other person or entity. You shall not disclose to any third party any authorized user ID, password or other user identification, account number, account profile or personally identifiable information used in connection with or gathered or processed by the Application.

The Applications and all software incorporated therein are provided "AS IS" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. The data and information set forth in or accessible through the Application comes from third parties and is for informational purposes only. No warranty is made that the information is error-free. Without limitation of anything contained herein, HDMS expressly disclaims any and all warranties, whether express or implied, with respect to the accuracy of information and data (including with respect to the accuracy, manner of use, disclosure, integrity and loss thereof) transmitted or accessible through the Applications, third party software, open source software and you and your employer's software (without regard in the case of each of the foregoing

software to whether such software was recommended or incorporated into the software by HDMS).

Please note that once you leave an Application or arrive at an Application, website or software from another non-HDMS location, either by using a link we may have provided for your convenience or by specifying your own destination, HDMS accepts no responsibility for the content, products and/or services provided at these non- HDMS locations. HDMS does not control, endorse, promote or have any affiliation with any other website or software application (including mobile applications) unless expressly stated herein.

Limitation of Liability

IN NO EVENT WILL HDMS BE LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, SPECIAL OR OTHER CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OF THE APPLICATIONS, OR ANY OTHER HYPER-LINKED WEBSITE OR SOFTWARE APPLICATION (INCLUDING MOBILE APPLICATIONS), INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR DATA ON YOUR EQUIPMENT, OR OTHERWISE, EVEN IF WE ARE EXPRESSLY ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.

IN GRANTING THE RIGHT TO ACCESS AND USE THE APPLICATION, HDMS IS ACTING SOLELY AS AN INFORMATION SERVICES PROVIDER AND DOES NOT PURPORT TO BE ENGAGED IN THE PRACTICE OF MEDICINE OR ANY OTHER PROFESSIONAL CLINICAL ACTIVITY, AND THAT THE WORK PRODUCT GENERATED BY THE APPLICATION CONSISTS SOLELY OF INFORMATION TO BE EVALUATED BY HEALTH PLAN ADMINISTRATORS AND MEDICAL OR OTHER HEALTH CARE PROFESSIONALS IN THE EXERCISE OF THEIR INDEPENDENT PROFESSIONAL JUDGMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL HDMS HAVE ANY LIABILITY HEREUNDER OR OTHERWISE WITH RESPECT TO ANY CLAIMS (WHETHER BY YOU, YOUR EMPLOYER, YOUR EMPLOYER'S CUSTOMERS, AUTHORIZED USERS, MEMBERS OR THIRD PARTIES) BASED ON ALLEGATIONS OF MEDICAL MALPRACTICE OR LIABILITY ARISING OUT OF DELIVERY OF, OR FAILURE TO DELIVER, MEDICAL CARE. FURTHERMORE, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL HDMS HAVE ANY RESPONSIBILITY OR LIABILITY HEREUNDER OR OTHERWISE WITH RESPECT TO ANY CLAIMS ARISING FROM OR RELATED TO THE TERMS OF YOUR EMPLOYER'S OR YOUR EMPLOYER'S CUSTOMER'S BENEFITS PLANS. YOU ACKNOWLEDGE THAT YOUR EMPLOYER AND YOUR EMPLOYER'S CUSTOMERS ARE SOLELY RESPONSIBLE FOR AND HAVE SOLE AND COMPLETE AUTHORITY TO CONTROL THE TERMS AND OPERATIONS OF YOUR EMPLOYER'S AND YOUR EMPLOYER'S CUSTOMERS PLANS AND THE BENEFITS PROVIDED THEREUNDER.

Confidentiality

You shall protect the confidentiality of the Application, its features and functions and the information (including but not limited to the Application related documentation and member information) to which you have access through or in connection with use of the Application using at least the degree of care and security you and your employer use to protect your and your employer's own confidential information.

Changes to the Applications

Information may be changed or updated without notice. HDMS has no obligation to update information presented on the Applications, so information contained herein may be out of date at any given time. HDMS may also make improvements and/or changes in the products and/or programs described in this information at any time without notice.

Products and Services Offerings

"HDMS" is the brand name used for products and services provided by one or more of the HDMS affiliated companies.

Not all reports, features or functionality accessed through this Application are available to all plan sponsors, employers or employer's customers. Anyone interested in a particular product or service should contact their HDMS representative to determine whether the product and/or service is available.

Trademarks

All trademarks, service marks, trade names, logos, domain names, URLs and icons ("Marks") appearing on this website, registered or not, are the property of HDMS, its affiliates or their respective owners. Nothing on this website grants you any right or license to use any of the Marks on this site without the express written permission of HDMS or the third-party owners of the Marks. Unauthorized use may violate trademark and other laws. HDMS, Aetna and CVS are part of the CVS Health family of companies.

Ownership of the Applications

The Applications are the property of HDMS (or its licensors) and are protected by applicable intellectual property laws. The Applications are licensed, not sold, to you. You may utilize the Applications only as permitted by these Terms and in accordance with the terms of the license and services agreement between your employer and HDMS. You may not, and will not permit any other party to: (1) modify, adapt, alter, translate or create derivative works of the Applications; (2) use or merge the Applications, or any component or element thereof, with other software, databases or services not provided by HDMS; (3) sublicense, distribute, sell or otherwise transfer the Applications to any third party; (4) use the Applications as a service bureau, or lease, rent or loan the Applications to any third party; (5) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code or structure of the Applications; (6) interfere in any manner with the operation of the Applications; (7) circumvent, or attempt to circumvent, any electronic protection measures in place to regulate or control access to the Applications or information or data contained or accessible through the Application; (8) create a database by systematically downloading

and storing the Applications; (9) use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or in any way gather the Applications or reproduce or circumvent the navigational structure or presentation of the Applications without our express prior written consent; or (10) use the Applications for any commercial purposes. You agree not to develop, distribute or sell any software or other functionality capable of launching, being launched from or otherwise integrated with the Applications. You may not remove, alter or obscure any copyright notice or any other proprietary notice that appears on or in the Applications.

Compliance with Law

You will access and use the Application and any information accessed or derived using the Application in compliance with applicable law, including but not limited to the Health Insurance Portability and Accountability Act of 1996 and rules promulgated there under, including but not limited to the privacy rule at 45CFR parts 160 and 164. To the extent you access information on behalf of a plan sponsor, all plan documents required by 45 CFR Section 164.504(f) are in place and you will act in accordance with any restrictions contained therein.

Termination

HDMS may suspend or terminate your use of or access to the Applications if you fail to comply with these Terms. Such suspension or termination may result in the permanent deletion of your information or other previously available content.

Not a Substitute for Professional Health Care or Advice

The health information contained in these Applications is general in nature and is not a substitute for professional health care. It is not meant to replace the advice of health care professionals. If you or your employees or members have specific health care needs, or for complete health information, please consult a doctor or other health care provider.

Terms of Use update: 3/20/2020