

THIRD-PARTY HEALTH APPLICATION REVIEW LICENSE AND NOTICE

ElderServe Health Inc. dba RiverSpring (hereinafter “**RiverSpring**”, “**we**”, “**us**”, “**our**”) reviews third-party health applications (“**Apps**”) selected and approved for health data sharing by our members under 45 C.F.R. § 422.119 in accordance with existing legislation. App developers agreeing and consenting to the present License and Notice are hereinafter referred to as “**You**” and “**your**”.

LICENSE. You hereby agree, by presenting your App to RiverSpring for consideration, that RiverSpring may initially and continuously connect to, review and analyze your App in order to (1) ascertain the possibility of your App presenting an unacceptable security risk as concerns protected health data on RiverSpring information systems, and (2) fulfil member connection and health data transfer requests (hereinafter referred to collectively as the “**Purpose**”). You hereby grant RiverSpring and our personnel an express, nonexclusive, royalty-free license to use, operate, run and reproduce for all activities concerning the Purpose any and all software code and accompanying documentation for your App (including all relevant modifications and updates) that you make available to or link to RiverSpring at all times when a member is using your App to access RiverSpring systems. RiverSpring recognizes your continued and full ownership of your App.

SECURITY INFORMATION. You agree to meet all requests for information from RiverSpring concerning the Purpose with complete and accurate responses. Your failure to provide all the requested information may have a detrimental effect on RiverSpring’s ability to effectively carry out our security assessment, and you therefore acknowledge that if you do not submit the requested information, RiverSpring may reject your App for approval in accordance with existing legislation. Similarly, RiverSpring bears no liability or responsibility to you or any other party for rejected attempts to connect.

MEMBER EDUCATION; PRIVACY ATTESTATION. You may be required by RiverSpring to submit an attestation covering your privacy practices as they relate to the App in accordance with existing legislation. You agree that RiverSpring possesses the right, but is not obliged to, (a) verify any information provided by you against publicly available information, (b) summarize important information about your App and policies for the benefit of our members, and (c) inform members in case of any failure to submit an attestation where requested as well as advising members against using your App or to use the app with caution.

NO GUARANTEE. The RiverSpring App review process and submission of all requested information do not guarantee that the App will meet our security requirements. RiverSpring reserves all rights under existing legislation, where it is determined that provision of API access to the App would engender an unacceptable risk level in terms of the security of protected health data stored on RiverSpring’s systems, to deny access to the App at any time.

SUSPENSION. If it is found that connecting to the App presents unacceptable security risks, we may disconnect the App from our systems automatically and without notice, bearing no liability or responsibility to you or any other individual or entity. Any decision on reconnecting the App and the time frame for reconnection will be made in full compliance with existing legislation.

NO RIVERSPRING LIABILITY; DISCLAIMERS. RIVERSPRING DOES NOT GUARANTEE THAT YOUR APP WILL BE MADE AVAILABLE TO MEMBERS AFTER UNDERGOING THE SECURITY REVIEW. YOU AGREE THAT, IF ACCESS OR CONNECTION REQUESTS TO YOUR APP ARE DENIED, RIVERSPRING SHALL BEAR NO LIABILITY OR RESPONSIBILITY TO YOU OR ANY OTHER PARTY. YOUR SOLE AND EXCLUSIVE RECOURSE IN THE EVENT OF A REJECTION IS THE REEVALUATION OF YOUR APP

AFTER YOU HAVE RESOLVED ANY SECURITY ISSUES IDENTIFIED BY RIVERSPRING THAT LED TO OUR REJECTION UNDER 45 C.F.R. § 422.119. IN THE CASE THAT ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES ARE INCURRED AS A RESULT OF OUR REVIEW OF OR IN CONNECTION TO YOUR APP, INCLUDING ANY LOST PROFITS, WHETHER ARISING FROM OR BASED UPON A CLAIM OR ACTION OF CONTRACT, WARRANTY, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE, RESTRAINT OF TRADE, TORTIOUS INTERFERENCE, OR INTERFERENCE WITH BUSINESS RELATIONSHIPS), INDEMNITY, BREACH OF STATUTORY OR REGULATORY DUTY OR ANY OTHER LEGAL THEORY OR CAUSE OF ACTION, RIVERSPRING SHALL NOT BEAR LIABILITY.

GOVERNING LAW. All claims hereunder are to be exclusively brought and heard in courts seated in or having jurisdiction over New York County in the State of New York given that this License and Notice falls within the jurisdiction of the laws of the State of New York, without regard to conflict of laws rules.

TERMINATION. This License and Notice may be terminated at any time, as long as your App is made unavailable for use by RiverSpring members and disconnected from all RiverSpring systems.

AMENDMENT. Modifications and amendments to this License and Notice may be made in writing provided that they are signed by both parties.

In submitting your App for consideration and connection, you agree to this License and Disclaimer in its entirety.