

## **Terms and Conditions of Use Aledade Population Health Management Platform**

These terms and conditions of use (“**Terms**”) are entered into by and between you and Aledade Inc. (“**Aledade**”, “**we**” or “**us**”), and govern your access to and use of the web-based Aledade Population Health Management Platform (“**Aledade Application**”), including any content, functionality and services offered on or through the Aledade Application. The Aledade Application assists Authorized Users of the Aledade Application in effectively managing the quality and total cost of Patients’ care by integrating data from a variety of sources to create visibility across the care continuum. These Terms supplement, and do not displace, any contractual agreement between Client and Aledade, Inc or affiliates thereof.

### **Acceptance of Terms**

The Aledade Application is offered subject to acceptance of all of the terms and conditions contained in these Terms and all other operating rules, policies, and procedures that may be published by Aledade, which are incorporated by reference, including any Participation Agreement or contract under which a license is granted. These Terms apply to every user of the Aledade Application.

If you do not agree to these Terms, you may not use or otherwise access the Aledade Application. Your use of the Aledade Application constitutes acknowledgement that you have the legal authority to be bound by these Terms. You acknowledge and agree that you have read and are hereby bound by these Terms and agree to comply with all applicable laws, regulations and rules with regard to use of and access to the Aledade Application.

### **Definitions.**

Words not otherwise defined in the body of these Terms shall have the following meanings:

“**Aledade Property**” means Aledade Application, Aledade services, Aledade content, materials, service descriptions, proprietary methods, templates, spreadsheets, databases and other electronic tools created or owned by Aledade, including all data and information included in or entered into Aledade Application that Aledade compiles, sorts, integrates, normalizes, analyzes, maps, stores, processes, selectively aggregates and/or combines with multiple disparate data sources, for comparison, benchmarking or other similar and lawful purposes, as well as edits, improvements, additions, modifications, interfaces, and derivative works prepared from or relating to any of the foregoing, and any and all tangible and intangible works of authorship, copyrights, patents, trademarks, trade secrets and trade dress, and all intellectual property rights in any of the foregoing.

**“Aledade Web-Based Population Health Management Platform”** means the non-downloadable, software as a service, cloud-based platform Aledade makes available to Authorized Users and which is located online at [app.aledade.com](http://app.aledade.com).

**“Applicable Law”** means all federal, state, and local laws and regulations, including without limitation, those relating to kickbacks, fraud and abuse, confidentiality (including HIPAA), Medicare, Medicaid, in each case to the extent directly applicable to Aledade’s or Client’s performance of its obligations under these Terms.

**“Authorized Users”** means those users (i) who are designated by Client and who are (A) employees of Client, or (B) other individuals, corporations, or entities that are not, and are not affiliated with, third- party payers or competitors of Aledade, and have a valid HIPAA business associates agreement or other agreement with Client, and (ii) who have been granted access to the Aledade Application in its exercise of reasonable discretion relating to the receipt of Aledade Services hereunder by Client, and (iii) from whom Client has obtained reasonable assurances that they will comply with the access and use and confidentiality terms in these Terms.

**“Client”** means those entities with a contractual right to access the Aledade Application whether directly or through an authorized sublicense. Should a Client’s contractual or license agreement with Aledade or any applicable business associates agreement terminate, lapse, or be breached, Client’s right to use the Aledade Application and to designate Authorized Users of the Aledade Application will terminate automatically.

**“Client Data”** means all data and information of Client provided by Client or its Authorized Users to Aledade, including through the Aledade Application. Client Data includes Client’s Confidential Information.

**“Confidential Information”** means information that is disclosed by one Party to the other and that the receiving Party knows is confidential to the disclosing Party or that is of such a nature that someone familiar with the type of business of the disclosing Party would reasonably understand is confidential to it. Without limitation, Confidential Information includes financial and other business information of either Party. With respect to Aledade, Confidential Information includes Aledade Application functionality, Aledade Content, materials, the terms of these Terms, and each Service Description, and in each case, any visual reproduction thereof. Notwithstanding the foregoing, Confidential Information does not include PHI or information that the receiving Party can demonstrate: (i) is in the public domain or is generally publicly known through no improper action or inaction by the receiving Party; (ii) was rightfully in the receiving Party’s possession or known by it prior to receipt from the disclosing Party; (iii) is rightfully disclosed without restriction to the receiving Party by a third party without violation of obligation

to the disclosing Party; or (iv) is independently developed for the receiving Party by third parties without use of the Confidential Information of the disclosing Party.

**“De-identified Data”** means (i) Protected Health Information (“PHI”) that has been de-identified in compliance with the de-identification standards set forth in 45 C.F.R. § 164.514(b); or (ii) non-PHI (or any portion thereof) that has been the subject of reasonable efforts to de-identify or anonymize such data such that no individual, entity or particular record can be identified.

**“Effective Date”** means the date Client clicks the button below labeled “I agree to the Terms and Conditions above” and agrees to the terms and conditions of these Terms.

**“HIPAA”** refers to the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 and their implementing regulations, as amended from time to time.

**“Patient”** means a patient on whose behalf the Authorized User is providing services.

**“Personal Information”** means any information that, individually or in combination, does or can reasonably be expected to identify a specific individual or by or from which a specific individual may be identified or contacted, including any data concerning or relating to the care and treatment of Patient. Personal Information includes PHI but does not include PHI that has been de-identified in compliance with the de-identification standards set forth in 45 C.F.R. § 164.514(b);

**“Protected Health Information”** has the meaning set forth under HIPAA at 45 C.F.R. § 160.103.

**“Security Incident”** means: (i) unauthorized acquisition, access, use, or disclosure of PHI, personal information, or confidential information; or (ii) the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

**“Workforce”** has the meaning set forth under HIPAA at 45 C.F.R. § 160.103 and includes any employees, volunteers, trainees or other persons working on behalf of and under the control of a healthcare provider, whether or not they are paid by such provider.

## **Platform Access**

These Terms permit Authorized Users to access Aledade Property exclusively for purposes of

facilitating the management of care for Patients and health care operations. You shall, and Client will ensure you, comply with these Terms. Access shall be terminated (i) when you no longer meet the definition of "Authorized User;" or (ii) if your conduct breaches these Terms. Client is responsible for all acts and omissions of any Authorized User in connection with such Authorized User's access and use of the Aledade Application. Aledade may restrict, suspend, or terminate an Authorized User's access to the Aledade Application if Aledade determines in its discretion that these Terms were violated or use is otherwise outside the intended scope of use.

**Rights.** Aledade grants to you a non-exclusive, revocable, limited right to access and use the Aledade Application and Aledade Property only as provided in these Terms and as authorized in the contractual agreement with Client Aledade Application and as consistent with HIPAA and any other applicable law.

**Upgrades.** Updates, upgrades or changes of the Aledade Application and Aledade Property may be issued by Aledade from time to time. Unless otherwise specified by Aledade, such updates, upgrades and changes are automatically included in the Aledade Application rights available to you and will not be subject to acceptance or rejection by you.

**Hardware and Software.** You will be responsible for obtaining and maintaining all hardware and software and service necessary to access the Internet and the Aledade Application.

**Compliance.** You, Client and Aledade shall comply with Applicable Law. Client is solely responsible for compliance with all legal and regulatory requirements with respect to Client's use of the Aledade Application and Aledade Property. Specifically, You, Client and Aledade covenant and agree that you shall each comply with all applicable provisions of HIPAA, the terms of Client's contractual agreement or license with Aledade, including any applicable business associates agreement, and any applicable state laws governing the privacy, security or confidentiality of Personal Information. The access, maintenance, use, and disclosure of PHI in connection with these Terms are governed by HIPAA and the terms of Client's contractual agreement or license with Aledade, including any applicable business associates agreement.

Client and Aledade agree that (i) any fees or amounts paid hereunder are not intended, nor will they be construed to be, an inducement or payment for referral of patients among Aledade, Client, or any third party, and (ii) neither Party will enter into any agreements, or otherwise make any payments, for the purpose of rewarding the referral of patients among Aledade, Client, or any third party.

Client and Aledade shall each separately maintain effective compliance programs consistent with applicable federal regulations and the relevant compliance guidelines set forth by the Office of the Inspector General of the Department of Health and Human Services and shall

cooperate with each other to provide prompt, accurate, and full responses to any material inquiry or concern related to compliance and to any reasonable request for clarification, documentation, or further information concerning Client's provision of, or referrals related to, health services for its patients.

Client is solely responsible for the accuracy, completeness and appropriateness of all data that it enters directly into the Aledade Application or that it provides to third parties and ultimately is entered into the Aledade Application, including that entered by Authorized Users. Client represents and warrants to Aledade that (i) all data it provides to Aledade or that it selects in the Aledade Application, including, but not limited to, codes and practitioner identifiers, are accurate and in conformity with all legal requirements; (ii) its medical records appropriately support all codes that it enters, selects, or approves; (iii) it and its personnel are duly authorized to enter and access such data; and (iv) Aledade is duly authorized to receive, use, and disclose such data subject to these Terms. Aledade is not a health plan or healthcare provider and it cannot and does not independently review or verify the medical accuracy or completeness of the medical information entered or displayed in the Aledade Application or made available to it. Use of and access to the Aledade Application, including, but not limited to, clinical information in the Aledade Application, is at the sole risk and responsibility of Client, Authorized Users, and any practitioner or health care provider or facility using data provided by Aledade through the Aledade Application. Aledade will not be liable for any action or inaction of Client which may give rise to liability under the federal False Claims Act or any state version thereof.

**Consents and Authorizations.** You shall, as applicable, obtain any and all consents, authorizations and requests for rights to access, from a Patient or otherwise, necessary for you to use and for Personal Information to be utilized by the Aledade Application in the manner set forth in these Terms.

**Additional Guidelines.** When using the Aledade Application, you may be subject to any additional posted guidelines or terms and conditions applicable to specific services and features which may be posted from time to time (the "**Guidelines**"). All such Guidelines are hereby incorporated by reference into these Terms. In addition, your use of the Aledade Application is governed by the Aledade Application privacy policy available at [aledade.com/app-privacy](https://aledade.com/app-privacy) (the "**Privacy Policy**"), which is hereby incorporated by reference into these Terms, and you consent to the collection, use and disclosure of any Personal Information provided by you to use in accordance with the Privacy Policy.

**Modification of Terms.** We reserve the right, at our discretion, to change, modify, add, or remove portions of these Terms at any time. Please check these Terms and any Guidelines periodically for changes. Your continued use of the Aledade Application after the posting of changes constitutes your binding acceptance of such changes. For any material changes to these Terms, such amended terms shall automatically be effective after they are initially

posted on the Aledade Application.

**Restrictions.** As a condition of your use of the Aledade Application, you will not use the Aledade Application for any purpose that is unlawful or prohibited by these Terms or the applicable Client's contractual relationship. You, Client and Aledade are responsible for complying with all applicable rules, laws, and regulations including, without limitation, rules about intellectual property rights, the Internet, technology, data, email or privacy.

**Modifications to Aledade Application.** Aledade reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Aledade Application (or any part thereof) with or without notice. You agree that Aledade shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Aledade Application (or any part thereof).

**Aledade Application Data, Medical Advice, and Treatment Decisions.** The Aledade Application does not provide medical advice or treatment. The contents of the Aledade Application are for informational purposes only and are not intended to be a substitute for medical advice or decision making. The professional duty to treat the patient lies solely with Client, and Client's use of information contained within or entered into the Aledade Application or provided through other Aledade Services in no way replaces or substitutes for the professional judgment or skill of Client. Client is responsible and liable for the treatment of patients as to whom Client and its personnel access or use the Aledade Application or Aledade Services, including responsibility for personal injury or loss of life.

You hereby acknowledge that you are obligated to gather and independently confirm any information necessary to make diagnosis, care, treatment, or any other decisions, acts, or omissions, and you retain full liability for the care, treatment, and management of care for Patients.

You hereby acknowledge that any HCC risk coding suggestions presented to you in the Aledade Application are not intended to be complete representations of all available coding opportunities or patients' current health conditions. You should dismiss Aledade Application-provided coding suggestions that are inaccurate or irrelevant to the patient and may use the "trash can" icon available within the Aledade Application for this purpose. Coding suggestions provided through the Aledade Application are not a substitute for independent clinical judgment.

**Medical Recordkeeping.** The information made available in or through the Aledade Application does not substitute for a medical record and should not be relied upon as a system for maintaining medical records.

Disruptions in Service. The Aledade Application may not be available at all times. There may be disruptions in service. You are therefore responsible for ensuring that all information needed for care, treatment, business operations, or any other purpose is separately available to you.

## **Security**

Platform Security. Aledade will use commercially reasonable efforts to maintain the security of the Aledade Application, including, without limitation, constructing and maintaining firewalls and other security devices to limit any unauthorized access to information accessible from the Aledade Application. You and Aledade will each take commercially reasonable steps to avoid introducing any “virus”, “trojan horse”, “worm” or other malicious computer code to the Aledade Application. Except in furtherance of the purposes set forth in these Terms, you may not upload, download, modify, disassemble, decompile or copy Aledade intellectual property. You may not upload, download, modify, disassemble, decompile, or copy any code or other data, or otherwise take any action that may affect the performance or functionality of the Aledade Application. You are responsible for ensuring that you have received training in accordance with HIPAA and understand how to properly handle any information obtained from, or uploaded to, the Aledade Application. Aledade accepts no responsibility for your compliance with HIPAA or other security standards or law in connection with your use of the Aledade Application or information obtained from, through, or on it, including information supplied by Aledade, third parties, or you or your practice. Aledade will not be liable for any loss or damage arising from your failure to comply with this and the following three paragraphs of these Terms.

Identification. During the term of the Agreement, Client shall have a log-on identification and password necessary for accessing and using the Aledade Application. Client shall monitor Authorized Users’ use of passwords and require Authorized Users to protect their passwords and login credentials. Client shall promptly notify Aledade of any loss or unauthorized disclosure of its login information or of any other unauthorized use of, or access to, the Aledade Application. You agree to be fully responsible for all activities that occur under your log-on information and account.

Notification to Aledade of Security Incidents. You will notify Aledade within two (2) days of: (i) any unauthorized access to or use of the Aledade Application or any information on it (including, but not limited to PHI, Personal Information, and confidential information); (ii) any Security Incidents (including, but not limited to malware, malicious code, ransomware incidents) that may affect the information on, or security or integrity of the Aledade Application; or any (iii) any loss or unauthorized disclosure of your log-on credentials to the Aledade Application.

## **Links to Third-Party Websites and Third-Party Content**

The Aledade Application contains content provided by third parties (“Third Party Content”) and may contain links to websites operated by third parties. Such Third-Party Content and links are included solely for your convenience and do not constitute Aledade’s approval, endorsement or warranty of any third- party website or content. The Aledade Application aggregates data from a variety of sources including: electronic health record systems, payers (e.g., the Centers for Medicare & Medicaid Services and commercial payers), health information exchanges, healthcare providers (e.g., hospitals and healthcare provider practices), laboratories, and some public records. You acknowledge that Aledade does not exercise control over or have knowledge regarding the accuracy, timeliness, or completeness of this data and does not accept liability for any acts or omissions you or your agents make on the basis of the information and analysis provided in, through, or by the Aledade Application. Data within the Aledade Application will not necessarily be updated in real time or verified. You agree that you are solely responsible for any decision you make or any action you take in reliance on our services or the information or analysis provided in, through, or by the Aledade Application. We are not responsible for the accuracy, completeness or reliability of the Third-Party Content, or the information, products or services offered or sold through any linked websites or which comes from third parties. You use them at your own risk. Any Personal Information you submit on third-party websites or platforms will not be collected or controlled by Aledade but instead will be subject to the privacy notice and terms of use of that website. We recommend you review the applicable privacy policy and terms of use before using third party websites or platforms.

### **Intellectual Property Rights**

**Ownership.** You acknowledge and agree that Aledade or its licensors retain all right, title, and interest in the Aledade Application intellectual property and all modifications and improvements to such intellectual property, regardless of whether any such modification or improvement is the result (in whole or in part) of any suggestions or changes made by you. Aledade retains the exclusive right to reproduce, publish, sell, and license the Aledade Application intellectual property. At no time during the term of these Terms or any time thereafter shall you challenge the validity of Aledade’s rights in the Aledade Application intellectual property.

**Ownership by Third Parties.** The Aledade Application may contain intellectual property belonging to third parties. All such intellectual property is and will remain the property of its respective owners. Unless otherwise expressly set forth in these Terms, access to the Aledade Application does not grant a right to you to copy or use any such intellectual property.

### **Aledade Use of Data**

You grant to Aledade a limited, perpetual, irrevocable, non-exclusive license, under your rights



in any data or information that you provide, use, or maintain on or through the Aledade Application, to use any such data or information as is necessary or useful: (a) for the performance of Aledade's obligations under the Agreement; (b) for sharing with other ACO Participants and others for treatment, payment, or healthcare operations to the extent permitted by HIPAA and other applicable law, to the extent permitted by law; and (c) as between you and Aledade, for any other lawful purpose. The foregoing license shall survive any termination of these Terms or of your access to the Aledade Application.

In addition to any other permitted uses or disclosures, you hereby grant to Aledade the right to create De-identified Data, and to use such De-identified Data for statistical, research or scientific purposes and for product enhancement, development and commercialization to the extent consistent with law. The foregoing license shall survive any termination of these Terms or of your access to the Aledade Application.

### **Confidential Information**

Duty. You and Aledade shall (a) hold the confidential information of the other party in confidence, protecting such information with the same degree of care as such party's own confidential information, but in no case less than reasonable care; (b) use the confidential information of the other party solely to perform such party's obligations or exercise such party's rights under these Terms; and (c) not transfer, display, convey or otherwise disclose or make available all or any part of such confidential information to any third party except as permitted or required by these Terms or applicable law.

Exclusions. The foregoing shall not apply to confidential information which a receiving party can document (a) is in the public domain through no fault of its own or breach of these Terms, (b) was properly known to it, without restriction, prior to disclosure by the disclosing party, (c) was properly disclosed to it, without restriction, by another person with the legal authority to do so, (d) is independently developed by receiving party without use or reference to disclosing party's confidential information; or (e) is required to be disclosed pursuant to a judicial or legislative order or proceeding; provided that, receiving party provides to disclosing party prior notice of the intended disclosure and an opportunity to respond or object to the disclosure.

Remedies. You agree that any confidential Aledade information and any confidential Third Party Content contains valuable trade secrets and proprietary information, and any actual or threatened breach of the confidentiality obligations or intellectual property rights entitles Aledade or the third-party the right to seek equitable relief, including injunctive relief, specific performance or any other relief that may be available from any court, without need to post a bond or other security, or to further prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, equity or otherwise.

## **Termination**

Termination. Your right to use the Aledade Application under these Terms will terminate automatically: (i) if you breach these Terms or (ii) if you cease to be an Authorized User. Upon any termination of these Terms, except as expressly otherwise provided herein: (a) you shall immediately lose access to the Aledade Application; and (b) you shall immediately cease all use of any Aledade services or materials directly related to, or obtained from, the Aledade Application and promptly return to the Client that granted you access to the Aledade Application all documents and tangible materials containing, reflecting, incorporating or based on any Aledade materials or Aledade's confidential information from or relating to the Aledade Application, including all Personal Information that may have been downloaded or otherwise copied from the Aledade Application that was not originally uploaded by you, and permanently erase all such materials and confidential information from all systems you directly or indirectly control.

## **Disclaimer of Warranties**

Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ALEDADE MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ALEDADE APPLICATION, DATA MAINTAINED ON THE ALEDADE APPLICATION OR ANY OTHER MATTER UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, ACCURACY (INCLUDING REAL-TIME ACCURACY OF DATA RELATING TO PATIENTS), TIMELINESS, COMPLETENESS, UNINTERRUPTED OR ERROR-FREE OPERATION OR PROVISION OR AVAILABILITY OF THE ALEDADE APPLICATION OR THE INFORMATION CONTAINED THEREIN, NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM TRADE PRACTICE OR COURSE OF DEALING. THE ALEDADE APPLICATION AND ALL OF THE INFORMATION IT CONTAINS, ALL SOFTWARE, MAINTENANCE AND SERVICES ARE PROVIDED TO YOU "AS IS".

WITHOUT LIMITING THE FOREGOING, ALEDADE MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, CURRENTNESS, OR TIMELINESS OF THE CONTENT, INFORMATION, COMMUNICATIONS, SOFTWARE, OR LINKS PROVIDED ON OR THROUGH THE USE OF THE ALEDADE APPLICATION. You have not relied on any representations, warranties, or statements of fact not specifically included in these Terms, and shall not assert, and shall cause its affiliates and personnel not to assert, any claim against Aledade with respect to its or their reliance on any representations, warranties or statements of fact not specifically included in these Terms.

## **Limitation of Liability**

**Aledade Limitation of Liability.** ALEDADE'S CUMULATIVE, AGGREGATE LIABILITY FOR DAMAGES TO YOU FOR ANY CAUSE WHATSOEVER ARISING UNDER OR RELATED TO THIS AGREEMENT OR THE MATTERS COVERED BY IT, OR THE ACTS OR OMISSIONS OF ALEDADE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, IS LIMITED TO DIRECT, ACTUAL, PROVABLE DAMAGES AND SHALL NOT EXCEED FIVE-THOUSAND DOLLARS (\$5000). IN NO EVENT WILL ALEDADE OR ITS LICENSORS BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES OR OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF ALEDADE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY A THIRD PARTY AGAINST YOU. IN NO EVENT SHALL ALEDADE BE DEEMED TO BE ENGAGED, DIRECTLY OR INDIRECTLY, IN THE PRACTICE OF MEDICINE OR THE PROVISION OR DISPENSING OF MEDICAL ADVICE OR MEDICAL SERVICES, NOR SHALL IT BE RESPONSIBLE OR LIABLE FOR ANY MEDICAL OR CARE-RELATED ACT, OMISSION, INTERPRETATION, DECISION OR JUDGMENT.

**Exclusions and Limitations.** SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

### **Indemnity**

You will defend, indemnify and hold harmless Aledade, its officers, employees, agents, affiliates, representatives, licensors, and suppliers from and against any and all damage, expense (including but not limited to the cost of reasonable attorneys' fees and professional fees), causes of action, suits, investigations, demands, claims, penalties, judgments, costs, and/or liabilities arising from or related to: (i) any breach of these Terms by you, your officers, employees, agents, affiliates or representatives; (ii) any acts or omissions directly or indirectly caused by, arising out of, or attributable to work or acts performed or failed to be performed by you pursuant to these Terms, (iii) your use of the information (including Personal Information) provided in, by, or through the Aledade Application, including any processing of such information by or on behalf of Aledade in accordance with these Terms, (iv) the use of any other materials or information (including any documents, data, specifications, software, content or technology) provided by or on behalf of you, including Aledade's compliance with any specifications or directions provided by or on behalf of you, (v) your use of the Aledade Application or the information and analysis provided in, through, or by it, or (vi) the operation or use of the Aledade Application with services, software, hardware or other materials not provided by or authorized by Aledade, or not essential to the intended use and enjoyment of the Aledade Application.

## **Governing Law; Statute of Limitations**

**Governing Law.** These Terms shall be governed by and construed in accordance with the laws of the State of Delaware, including all matters of construction, validity, performance and enforcement and without giving effect to contrary principles of conflict of laws. You and Aledade submit to the personal jurisdiction of any federal or state court in the State of Delaware and the appellate courts having jurisdiction of appeals in such courts.

**Statute of Limitations.** You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to these Terms or use of the Aledade Application must be filed within one (1) year after such claim or cause of action arose or be forever barred.

## **Miscellaneous**

**Entire Agreement.** These Terms, the Privacy Policy, the Participation Agreement, and any other applicable agreements between you and Aledade, if any, constitute the entire agreement between you and us pertaining to your use of the Aledade Application. If any provision of these Terms is held to be invalid, illegal or unenforceable, the remaining provisions of these Terms will be unimpaired and will remain in full force and effect, and the invalid, illegal or unenforceable provision will be replaced by a valid, legal and enforceable provision that comes closest to your and our intent underlying the invalid, illegal or unenforceable provision. Our failure or delay to exercise or enforce any right or provision of these Terms or rights under applicable law will not constitute a waiver of such right or provision. The terms, conditions and warranties contained in these Terms that by their nature and context are intended to survive termination will so survive.

**Force Majeure.** Neither you nor Aledade shall be liable for any loss, damages or penalty resulting from a delay in performance hereunder when such delay is due to causes beyond the reasonable control of such party, including, but not limited to: supplier delay, force majeure, acts of God, labor unrest, fire, explosion, earthquake, accident, acts of public enemy, war, rebellion, insurrection, sabotage, epidemic, quarantine restrictions, labor or material shortages, embargoes, failure or delays in transportation, unavailability of components, material or machinery for the Aledade Application, acts of governmental authorities or judicial action, or material interruption in telecommunications or utility service. Supplier delays, material shortage or unavailability of components must be due to market conditions impacting all similar customers that cannot be remedied by expedited or alternative shipment methods at Aledade's cost. In any such event, the deadline for performance hereunder shall be deemed extended for a period equal to the delay. Further, Aledade will not be held in breach of these Terms if it fails to perform its obligations under these Terms to the extent such non-performance is attributable

to acts, errors or omissions by you or a third party acting on your behalf.

Relationship of the Parties. Nothing in these Terms is intended or shall be construed to create or establish any agency, partnership or joint venture relationship between you and Aledade. The parties expressly disclaim such relationship, agree that they are acting solely as independent contractors hereunder and agree that they have no fiduciary duty to one another or any other special or implied duties that are not expressly stated herein. You have no authority to act as agent for, or to incur any obligations on behalf of or in the name of, Aledade or its affiliates.

Assignment. You shall not assign your rights, duties or obligations under these Terms without the prior written consent of Aledade. Any purported transfer of these Terms by you without Aledade's written consent shall be void. The present Agreement binds you and us as well as your and our successors, legal representatives and permitted assigns.

Third-Party Rights. Except as expressly provided to the contrary herein, these Terms will not be construed to confer any right or benefit on any party other than you and us and your and our permitted successors and assigns.

Contact Us. If you have any questions or complaints about these Terms of Use or the Service, please contact us at [APP@jira.aledade.com](mailto:APP@jira.aledade.com).

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