



Unite USA Inc. ("Unite Us")
217 Broadway, Floor 8
New York, NY 10007

UNITE US PLATFORM – ORDER FORM

General Terms

Overview. Unite Us has developed proprietary software to coordinate electronic referrals and case management tasks between health and social service organizations on a common platform (the "Unite Us Platform"). Subject to Customer's payment of the fees set forth below and the terms set forth in the Unite Us Network Participation Terms and Conditions, Unite Us shall provide Customer web-based end-user licenses to use the Unite Us Platform within Sarasota County, Florida (the "Territory") during the Initial Term (as defined below).

Term. This Order Form shall remain in effect from the Effective Date through June 1, 2022 (the "Initial Term") and shall automatically renew for additional one-year terms unless either party provides notice of its intent not to renew at least 30 days prior to the expiration of the then-current term (each, a "Renewal Term" and, together with the Initial Term, the "Term").

Termination. Either party may terminate this Order Form upon the default of the other party. Default includes: (i) failure of Customer to pay any amount due under this Order Form within 10 days of receipt of notice from Unite Us regarding such failure to pay and (ii) except for the failure in subsection (i), the material breach by either party of any of the terms of this Order Form if the defaulting party fails to cure such breach within 30 days following notice from the non-defaulting party.

Training. Unite Us shall provide new user training and at least one annual virtual training session at no additional cost to Customer.

Support. Unite Us shall provide technical support via Unite Us-approved support channels from 9 AM to 10 PM Eastern Time.

Marketing. Customer agrees to allow Unite Us to add Customer's name and/or logo to a list of selected or representative customers and in other promotional material (such as marketing presentations).

Fees

Customer shall pay Unite Us in accordance with the following fee schedule:

Description	Annual Fee	Due Date
36 Web-Based Licenses to the Unite Us Platform within the Territory	Waived	N/A

Customer may also elect to purchase additional licenses during the Initial Term in the following amounts:

Number of Licenses	Annual Fee
10 Additional Web-Based Licenses	\$7,200 annually

Payments to Unite Us are due within 30 days of receipt of the applicable invoice.

IN WITNESS WHEREOF, the parties listed below have caused this Order Form to be executed by their respective duly authorized representatives as of the last date set forth below (the "Effective Date").

Customer Entity: _____

Unite USA Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: _____

Primary Customer Contact:

Email Address:

*Patricia Forman Contact
9/20/21*



SIDE LETTER AGREEMENT

This Side Letter Agreement is effective concurrently with the Network Participation Terms and Conditions between the Parties (“**Agreement**”) is entered as of _____ of _____ 2021 (“**Effective Date**”), by and between Unite USA Inc. (“**Unite Us**”), a Delaware corporation, with its principal office located at 217 Broadway, Floor 8, New York, NY 10007, and School Board of Sarasota County (“**Network Participant**”), with its administrative office located at 1960 Landings Blvd., Sarasota, FL, 34231 (each, a “**Party**” and collectively the “**Parties**”). This Agreement may only be modified by a writing signed by both Parties, although this Addendum and any amendment may be executed in counterparts, each of which may be executed separately, but all of which shall form one and the same document. A copy, facsimile, scanned, pdf, or electronically signed Addendum shall be as valid as an original. In the event of any conflict between this Addendum and the Agreement, the terms of this Addendum shall control.

WHEREAS Unite Us has developed a proprietary care coordination and care management platform (the “**Unite Us Platform**”) for a network of health and social service organizations (“**Network Participants**”) to coordinate electronic referrals and case management tasks;

WHEREAS **Network Participant** wishes to access the coordinated care network made available via the Unite Us Platform as a Network Participant and signed the Network Participation Terms and Conditions and Eula to access the Platform; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. Service.** Use of the Unite Us platform is subject to this Side Letter Agreement and the Network Participation Terms (“**Network Terms**”) and the End User Licensing Agreement (“**EULA**”) which are hereby incorporated into this agreement by reference. In the event of any conflict between this Side Letter and the Network Terms and Eula, this Side Letter shall govern the conflicting provision.
- 2.** The following Provisions of the Network Terms and Eula have been deleted in their entirety and shall now read as follows:

Confidentiality. Except as required by state or federal law, including laws governing access to student records and Florida’s public record laws, each party agrees (a) to protect the disclosing party’s confidential information from unauthorized dissemination and use; (b) to use the disclosing party’s confidential information only for the performance of the receiving party’s obligations and in connection with the exercise of the receiving party’s rights hereunder; (c) to disclose any confidential information only to those of its



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employees, agents, or contractors who have a need to know for the performance of their duties and who are bound to comply with confidentiality obligations no less restrictive than the requirements set forth in this section; (d) not to disclose or otherwise provide to any third party, without the prior written consent of the disclosing party, any confidential information or any part or parts thereof; (e) to undertake whatever action is necessary to prevent or remedy (or authorize the disclosing party to do so in the name of the receiving party) any breach of the receiving party's confidentiality obligations set forth herein or any other unauthorized disclosure of any confidential information by its current or former employees, agents, or contractors; and (f) not to remove or destroy any proprietary or confidential legends or markings placed upon or contained within any confidential information.

Termination. Without prejudice to any payment obligations set forth in the Governing Documents, Unite Us may immediately terminate your access to the Unite Us Platform (a) in the event that you materially breach any term or condition of this EULA or (b) in connection with any termination of any of the Governing Documents. In the event of any such termination or the termination of this EULA, consistent with state and federal law, including the obligations imposed by state and federal student record requirements and Florida's public record laws, you shall immediately cease use of the Unite Us Platform and return or destroy all materials and documentation provided by Unite Us. Unite Us further reserves the right to block, terminate, or otherwise deny you access to the Unite Us Platform, or remove any material from the Unite Us Platform, in the event that Unite Us believes in good faith that such access or material violates the copyright, privacy, trademark, or publicity rights of any person or party, or otherwise violates applicable law.

Authorized Users. Network Participant shall be responsible for the acts or omissions of any person who accesses the Unite Us Platform using passwords or access procedures provided to or created by Network Participant or its Authorized Users, up to the limits imposed by Florida Statutes 768.28. Unite Us reserves the right to refuse registration of, or to cancel, login IDs that violate these Network Terms. Network Participant agrees to notify Unite Us immediately upon learning of any unauthorized use of Network Participant's or any of its Authorized Users' accounts. Each Authorized User accessing the Unite Us Platform will enter electronically into an end-user license agreement governing the access to, use of, and all rights and obligations of the end-user relating to the Unite Us Platform. Nothing herein shall be construed to waive, limit, or alter in any way the statutory provisions contained in Florida Statute 768.28.

Protection of Confidential Information. Except as required by state or federal law, including laws governing access to student records and Florida's public record laws, each party agrees (a) to protect the disclosing party's Confidential Information from unauthorized dissemination and use; (b) to use the disclosing party's Confidential Information only for the performance of the receiving party's obligations and in connection with the exercise of the receiving party's rights hereunder; (c) to disclose any confidential information only to those of its employees, agents, or contractors who have a need to know



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for the performance of their duties and who are bound to comply with confidentiality obligations no less restrictive than the requirements set forth in this section; (d) not to disclose or otherwise provide to any third party, without the prior written consent of the disclosing party, any Confidential Information or any part or parts thereof; (e) to undertake whatever action is necessary to prevent or remedy (or authorize the disclosing party to do so in the name of the receiving party) any breach of the receiving party's confidentiality obligations set forth herein or any other unauthorized disclosure of any Confidential Information by its current or former employees, agents, or contractors; and (f) not to remove or destroy any proprietary or confidential legends or markings placed upon or contained within any Confidential Information. Unite Us agrees to not sell or otherwise disclose or re-disclose any information provided to Unite Us by the Network Participant, including student and parent information, for any purpose outside of the scope of connecting parents and students to services consistent with this Agreement.

Indemnity. Up to the limits imposed by Florida Statute 768.28, the Network Participant shall hold harmless Unite Us, and their respective subsidiaries, affiliates, officers, directors, employees, agents, successors and permitted assigns (each, an "Indemnitee") from and against losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, in connection with any third-party claim against any Indemnitee, arising out of or resulting from such Network Participant's failure to comply with any of its obligations under these Network Terms. The Network Participant is not responsible for indemnifying or holding harmless Unite Us for any reason arising out of or resulting from the willful, negligent, malicious, or intentional acts or omissions of: (1) Unite Us, (2) any subsidiary, affiliate, officer, director, employee, agent, successor and permitted assign of Unite Us, (3) any of Unite Us' other network participants, (4) the subsidiaries, affiliates, officers, directors, employees, agents, successors and permitted assigns of Unite Us' other network participants, or (5) any other end user or service provider that accesses the Unite Us platform. Nothing herein shall be construed to waive, limit, or alter the provisions contained in Florida Statute 768.28.

3. The EULA and Network Terms have been updated to include the following provisions:

Public Records. Obligations Pursuant to Florida Statute 119.0701. Pursuant to Florida Statute 119.0701, Unite Us agrees to:

1. Keep and maintain public records required by the School related to this Agreement.



2. Upon request from the School's custodian of public records, provide the School with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Unite Us does not transfer the records to the School.
4. Upon completion of the contract, transfer, at no cost, to the School all public records in possession of Unite Us or keep and maintain public records required by the School related to this Agreement. If Unite Us transfers all public records to School upon completion of the contract, Unite Us shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Unite Us keeps and maintains public records upon completion of the contract, Unite Us shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School, upon request from the School's custodian of public records, in a format that is compatible with the information technology systems of the School.

IF UNITE US HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO UNITE US' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SCHOOL'S CUSTODIAN OF PUBLIC RECORDS AT 941-927-4009; 1960 LANDINGS BLVD., SARASOTA, FL, 34231; publicrecordsrequest@sarasotacountyschools.net.

Employment Eligibility. Obligations Pursuant to Florida Statute 448.095. Pursuant to Florida Statute 448.095, Unite Us shall use the U.S. Department of Homeland Security's E-Verify system, <https://www.e-verify.gov/> to verify the employment eligibility of all employees hired during the term of this Agreement.

Unite Us shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Subcontractors shall provide Unite Us with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Florida Statute 448.095. Unite Us shall provide a copy of such affidavit to the School upon receipt and shall maintain a copy for the duration of the Agreement.

Unite Us shall provide evidence of compliance with Florida Statute 448.095 within fifteen (15) days of execution of this Agreement and going forward as necessary. Evidence may consist of, but is not limited to, providing notice of Unite Us' E-Verify number.



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Failure to comply with this provision is a material breach of the Agreement, and the School may choose to terminate the Agreement at its sole discretion. Unite Us may be liable for all costs associated with the School's securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

IN WITNESS WHEREOF, the Parties have caused this Side Letter to be executed by duly authorized representatives of the Parties as of the Side Letter Effective Date.

UNITE USA INC.

By: _____

Name _____
(Print): _____

Title: _____

Date: _____

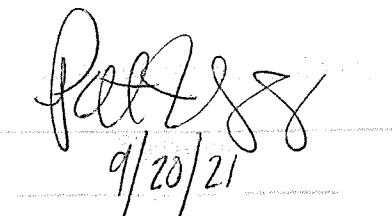
SCHOOL BOARD OF SARASOTA COUNTY

By: _____

Name _____
(Print): _____

Title: _____

Date: _____



9/20/21

END-USER LICENSE AGREEMENT

By accessing or using this software (the “**Unite Us Platform**”), you agree to the terms and conditions of this end-user-license agreement (the “**EULA**”). If you do not agree to any terms and conditions in the EULA, do not access or use the Unite Us Platform or any related materials or documentation, and immediately return to Unite Us all materials and documentation provided by Unite Us.

The EULA may be modified by Unite Us at any time with or without notice. Any such modification will be effective immediately upon public posting. Your continued use of the Unite Us Platform following any such modification by Unite Us constitutes your acceptance of the modified terms.

YOUR USE OF THE UNITE US PLATFORM

Unite Us Intellectual Property Rights. As between Unite Us and you, Unite Us and its licensors own and shall retain all intellectual property rights in and to the Unite Us Platform and any services, materials, documentation and infrastructure used to provide the Unite Us Platform. If you provide any feedback to Unite Us concerning the functionality and performance of the Unite Us Platform (including identifying potential errors or improvements), you hereby assign to Unite Us all right, title and interest in and to the feedback and Unite Us is free to use such feedback without payment or restriction. You may use the Unite Us Platform solely as permitted by the Governing Documents. For purposes of this EULA, the “**Governing Documents**” means (a) the master agreement and statement of work with Unite Us (if applicable) and (b) the Network Participation Terms and Conditions, in each case as agreed to by the entity with whom you are affiliated (such entity, the “**Affiliated Network Participant**”).

Unauthorized Use. Unite Us reserves the right to refuse registration of, or to cancel, login IDs that violate this EULA. You agree to notify Unite Us immediately upon learning of any unauthorized use of your account.

Platform Restrictions. You may not and may not permit third parties to (a) sell, assign, sublicense or otherwise transfer the Unite Us Platform to third parties; (b) resell the Unite Us Platform to any third party; (c) use the Unite Us Platform to provide or perform service bureau processing, or hosting services for any third party; (d) otherwise use the Unite Us Platform for the benefit of any third party; (e) disassemble, decompile, reverse engineer or use any other means to attempt to discover any source code of the Unite Us Platform, or the underlying ideas, algorithms or trade secrets therein; (f) use the Unite Us Platform to knowingly transmit malware, spam or other unsolicited emails in violation of applicable law, or to post or send any unlawful, threatening, harassing, racist, abusive, libelous, pornographic, defamatory, obscene, or other similarly inappropriate content; (g) remove any copyright notice, trademark notice or other proprietary legend set forth on or contained within any of the documentation or other materials provided by Unite Us; or (h) otherwise use the Unite Us Platform or any data accessed therein in violation of any applicable law.

Data Restrictions. You may submit or upload personally identifiable information (including protected health information) (collectively, “**PII**”) to Unite Us in the course of using the Unite Us Platform only if (a) disclosure of such PII is necessary for permitted exploitation of the Unite Us Platform and services provided by Unite Us; (b) you or the Affiliated Network Participant has all consents, rights and authorizations necessary to provide Unite Us with such PII; (c) such PII is collected and disclosed to Unite Us pursuant to and in accordance with the applicable privacy policies of the Affiliated Network Participant and (d) your provision of such PII to Unite Us and Unite Us' retention and use of such PII as contemplated under this EULA does not and will not violate any applicable privacy policy of the Affiliated Network Participant or any applicable laws.

UNITE US RESPONSIBILITIES

Training and Support. Unite Us shall maintain the Unite Us Platform and provide technical and advisory training and support to the Affiliated Network Participant in connection with its use of the Unite Us Platform. Unite Us shall determine the scope and frequency of such training and support in its sole and reasonable discretion.

SECURITY

Security. The Unite Us Platform may contain technological measures designed to prevent unauthorized or illegal use. You agree that Unite Us may use these measures to verify your compliance with the terms of this EULA and enforce Unite Us' rights, including all intellectual property rights, in and to the Unite Us Platform and any materials or documentation provided by Unite Us. Unite Us may collect, maintain, process and use diagnostic, technical, usage, and related information to improve the performance or effectiveness of the Unite Us Platform.

Security Incident Reporting. In the event that you (a) discover or are notified of any act or omission that materially compromises the security, confidentiality or integrity of any data on the Unite Us Platform or any physical, technical, administrative or organizational safeguards that relate to the security, confidentiality or integrity of such data or (b) receive a complaint in relation to the Affiliated Network Participant's privacy practices or notice of a breach or alleged breach of this EULA in connection with such privacy practices (collectively, a "**Security Incident**"), you shall notify Unite Us of such Security Incident by sending an email to compliance@uniteus.com with detailed information regarding the Security Incident as soon as possible, but in any event no later than twenty four (24) hours from the discovery of facts giving rise to such knowledge or belief and cooperate with Unite Us in the remediation of such Security Incident.

CONFIDENTIALITY

Confidentiality. Each party agrees (a) to protect the disclosing party's confidential information from unauthorized dissemination and use; (b) to use the disclosing party's confidential information only for the performance of the receiving party's obligations and in connection with the exercise of the receiving party's rights hereunder; (c) to disclose any confidential information only to those of its employees, agents, or contractors who have a need to know for the performance of their duties and who are bound to comply with confidentiality obligations no less restrictive than the requirements set forth in this section; (d) not to disclose or otherwise provide to any third party, without the prior written consent of the disclosing party, any confidential information or any part or parts thereof; (e) to undertake whatever action is necessary to prevent or remedy (or authorize the disclosing party to do so in the name of the receiving party) any breach of the receiving party's confidentiality obligations set forth herein or any other unauthorized disclosure of any confidential information by its current or former employees, agents, or contractors; and (f) not to remove or destroy any proprietary or confidential legends or markings placed upon or contained within any confidential information.

Legally Compelled Disclosures. Notwithstanding the restrictions on the use and disclosure of confidential information set forth herein, the receiving party may use or disclose confidential information to the extent the receiving party is legally compelled to disclose such confidential information; provided, however, prior to any such compelled disclosure the receiving party shall (to the extent allowed under applicable law) notify the disclosing party and cooperate fully with the disclosing party in protecting against any such disclosure, and if applicable, obtaining a protective order narrowing the scope of such disclosure and use of the confidential information.

Equitable Relief. Each party acknowledges and agrees that, due to the unique nature of such confidential information, there may be no adequate remedy at law to compensate the disclosing party for the breach of the confidentiality obligations set forth herein; that any such breach may result in irreparable harm to the disclosing party that would be difficult to measure; and, therefore, that upon any such breach or threat thereof, the disclosing party shall be entitled to seek injunctive and other appropriate equitable relief (without the necessity of posting a bond), in addition to whatever remedies it may have at law, under this EULA, or otherwise.

WARRANTY DISCLAIMER

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE UNITE US PLATFORM AND SERVICES PROVIDED BY UNITE US ARE AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO

SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. THE UNITE US PLATFORM AND SERVICES ARE PROVIDED "AS IS" AND, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, UNITE US EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE UNITE US PLATFORM (INCLUDING ALL THIRD PARTY AND OPEN-SOURCE COMPONENTS), DOCUMENTATION, DATA, MEDIA AND ANY OTHER SERVICES AND MATERIALS PROVIDED TO YOU UNDER THIS EULA, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, UNITE US PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, THAT THE UNITE US PLATFORM OR SERVICES PROVIDED BY UNITE US WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE.

LIMITATION OF LIABILITY

IN NO EVENT WILL UNITE US OR ANY OF ITS LICENSORS, PARTNERS OR REPRESENTATIVES BE LIABLE UNDER THIS EULA TO YOU OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES FOR BUSINESS INTERRUPTION, INTERRUPTIONS IN THE UNITE US PLATFORM, UNITE US WEBSITE, OR UNITE US SERVICES, LOSS OF USE, DATA, REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OR ACCURACY OR COMPLETENESS OF ANY DATA CONTAINED IN OR ACCESSIBLE VIA THE UNITE US PLATFORM OR UNITE US WEBSITE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER UNITE US WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL UNITE US' COLLECTIVE AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS EULA OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EXCEED \$1,000. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF YOUR REMEDIES UNDER THIS EULA FAIL OF THEIR ESSENTIAL PURPOSE.

TERMINATION

Termination. Without prejudice to any payment obligations set forth in the Governing Documents, Unite Us may immediately terminate your access to the Unite Us Platform (a) in the event that you materially breach any term or condition of this EULA or (b) in connection with any termination of any of the Governing Documents. In the event of any such termination or the termination of this EULA, you shall immediately cease use of the Unite Us Platform and return or destroy all materials and documentation provided by Unite Us. Unite Us further reserves the right to block, terminate, or otherwise deny you access to the Unite Us Platform, or remove any material from the Unite Us Platform, in the event that Unite Us believes in good faith that such access or material violates the copyright, privacy, trademark, or publicity rights of any person or party, or otherwise violates applicable law.

GENERAL TERMS

Nondiscrimination Policy. You shall not discriminate as to race, color, age, religion, sex, national origin, socioeconomic status, sexual orientation, gender identity or expression, disability, veteran status, or source of payment in connection with your use of the Unite Us Platform.

Force Majeure. In the event that a party is prevented from performing, or is unable to perform, any of its obligations under this EULA due to any cause beyond its reasonable control, the affected party shall give written notice thereof to the other party and its performance shall be extended for the period of delay or inability to perform due to such occurrence.

Assignment. You may not assign or transfer any of your rights under this EULA, either voluntarily or by operation of law, without Unite Us' prior written consent.

Severability. Any provision of this EULA that is deemed invalid, void or illegal shall in no way affect, impair, or invalidate any other provisions set forth herein, and such other provisions shall remain in full force and effect.

NETWORK PARTICIPATION TERMS AND CONDITIONS

By agreeing to these Network Participation Terms and Conditions ("Network Terms"), you agree to participate in a network (the "Network") of health and social service organizations ("Network Participants") that connects clients with services using Unite USA Inc.'s ("Unite Us") proprietary care coordination and case management software platform (the "Unite Us Platform"). By scrolling to the bottom and clicking the "I Accept" button, you agree to these Network Terms.

If you are accepting the Network Terms on behalf of another person or company or other legal entity, you represent and warrant that you have full authority to bind that person, company or legal entity to these Network Terms.

These Network Terms may be modified by Unite Us at any time with or without notice. Any such modification will be effective immediately upon public posting. Your continued use of the Unite Us Platform following any such modification constitutes your acceptance of the modified terms.

NETWORK PARTICIPANT RESPONSIBILITIES

Network Participant Profile. In order for the Network to function optimally, Network Participant should make a reasonable effort to keep an up-to-date profile within the Unite Us Platform. Network Participant shall regularly update the available programs hosted by such Network Participant, eligibility for such programs and appropriate contact information for processing of assistance requests and referrals. Network Participant shall immediately terminate access to the Unite Us Platform of any Authorized User who is no longer associated with or employed by such Network Participant or shall contact Unite Us to terminate such access.

Assistance Requests and Referrals. Network Participant has no obligation to service a request for assistance or referral, but if such assistance request or referral is unserviceable by Network Participant, Network Participant must make a commercially reasonable effort to refer such assistance request or referral to an alternate Network Participant in a timely manner. Network Participant agrees to review and process all assistance requests and referrals within a commercially reasonable time appropriate for such assistance request or referral. Following acceptance of a referral or assistance request, Network Participant agrees to contact and begin working with the client within a commercially reasonable time appropriate for such assistance request or referral. Upon processing an assistance request or referral, a Network Participant will document the service outcome of the associated case within the Unite Us Platform. In the event that Network Participant creates an out-of-Network case, Network Participant shall use commercially reasonable efforts to provide status updates, outcomes and other relevant information regarding such out-of-Network case on the Unite Us Platform.

Offline Interactions. Network Participants should make whatever investigation necessary or appropriate before proceeding with any offline interaction with any other Network Participant. Network Participant agrees that Unite Us shall not be responsible or liable for any loss or damage of any sort incurred as a result of or in connection with any such dealings.

HIPAA Compliance. Depending on the services it provides, a Network Participant may be considered a "business associate" that creates, receives, maintains or transmits protected health information in the course of performing services and may be subject to HIPAA. It is the Network Participant's responsibility

to understand its obligations with respect to HIPAA (if applicable) and maintain the security and privacy of protected health information. Depending on the services provided by the Network Participant, it may be required to enter into a Business Associate Agreement with Unite Us.

Hardware and Connectivity. Network Participant shall be solely responsible for all hardware and Internet connectivity required to access the Network and shall use supported Internet browsers to access the Unite Us Platform.

UNITE US RESPONSIBILITIES

Training and Support. Unite Us shall maintain the Unite Us Platform and provide technical and advisory training and support to Network Participant in connection with its use of the Unite Us Platform. Unite Us shall determine the scope and frequency of such training and support and will communicate to each Network Participant the support available during onboarding and thereafter.

Compliance with Laws and Regulations. Without limiting any other provision of these Network Terms relating to the parties' compliance with applicable laws and regulations, Unite Us shall perform in all respects as contemplated by these Network Terms in compliance with applicable federal, state, and local laws, ordinances and regulations and shall maintain the privacy of all of the data on the Unite Us Platform in accordance with its privacy notice.

Malicious Software, Viruses, and Other Threats. Unite Us shall use reasonable efforts to ensure that its provision of the Unite Us Platform does not include, and that any method of transmitting data will not introduce, any program, routine, subroutine, or data (including without limitation malicious software or "malware," viruses, worms, and "Trojan Horses") which will disrupt the proper operation of Unite Us or any Network Participant or which, upon the occurrence of a certain event, the passage of time, or the taking of or failure to take any action will cause the Unite Us Platform or any hardware, software or data used by Unite Us or any other Network Participant to be destroyed, damaged, or rendered inoperable.

LICENSE TO THE UNITE US PLATFORM

Unite Us Intellectual Property Rights. As between Unite Us and Network Participant or any individual authorized by Network Participant to access the Unite Us Platform (each such individual, an "**Authorized User**"), Unite Us and its licensors own and shall retain all intellectual property rights in and to the Unite Us Platform and any services, materials, documentation and infrastructure used to provide the Unite Us Platform to Network Participant. If Network Participant provides any feedback to Unite Us concerning the functionality and performance of the Unite Us Platform (including identifying potential errors or improvements), Network Participant hereby assigns to Unite Us all right, title and interest in and to the feedback and Unite Us is free to use such feedback without payment or restriction.

License to Network Participant. Unite Us hereby grants to Network Participant a non-exclusive, non-transferable license to (a) access and use the Unite Us Platform for the benefit of Network Participant; (b) reproduce, distribute and display the documentation provided by Unite Us solely to its Authorized Users; and (c) use and access any Network Participant Data as necessary for the care and treatment of individuals seeking treatment or services from Network Participant in compliance with HIPAA and other applicable privacy laws. For purposes of these Network Terms, "**Network Participant Data**" means information (including, without limitation, PII (as defined below)) provided to Network Participant by

or at the direction of a client or information Network Participant requires to provide and document services to such client within the Unite Us Platform in the course of Network Participant's use of the Network.

Authorized Users. Network Participant shall be responsible for the acts or omissions of any person who accesses the Unite Us Platform using passwords or access procedures provided to or created by Network Participant or its Authorized Users. Unite Us reserves the right to refuse registration of, or to cancel, login IDs that violate these Network Terms. Network Participant agrees to notify Unite Us immediately upon learning of any unauthorized use of Network Participant's or any of its Authorized Users' accounts. Each Authorized User accessing the Unite Us Platform will enter electronically into an end-user license agreement governing the access to, use of, and all rights and obligations of the end-user relating to the Unite Us Platform.

Restrictions. Network Participant may not and may not permit third parties to (a) sell, assign, sublicense or otherwise transfer the Unite Us Platform to third parties; (b) resell the Unite Us Platform to any third party; (c) use the Unite Us Platform to provide or perform service bureau processing, or hosting services for any third party; (d) otherwise use the Unite Us Platform for the benefit of any third party; (e) disassemble, decompile, reverse engineer or use any other means to attempt to discover any source code of the Unite Us Platform, or the underlying ideas, algorithms or trade secrets therein; (f) use the Unite Us Platform to knowingly transmit malware, spam or other unsolicited emails in violation of applicable law, or to post or send any unlawful, threatening, harassing, racist, abusive, libelous, pornographic, defamatory, obscene, or other similarly inappropriate content; (g) remove any copyright notice, trademark notice or other proprietary legend set forth on or contained within any of the documentation or other materials provided by Unite Us; or (h) otherwise use the Unite Us Platform or Network Participant Data in violation of any applicable law.

DATA

Data Ownership. Each Network Participant shall remain the owner of any Network Participant Data inputted by such Network Participant of all individuals registered with a Network Participant. Nothing in this section or elsewhere in these Network Terms is intended or will be deemed in any way to limit a Network Participant's use of its own Network Participant Data outside of the Unite Us Platform.

Data Restrictions. Network Participant may include personally identifiable data (including protected health information) (collectively, "PII") in Network Participant Data and provide PII to Unite Us in the course of using the Unite Us Platform only if (a) disclosure of such PII is necessary for Network Participant's exploitation of the Unite Us Platform and services provided by Unite Us; (b) Network Participant has all consents, rights and authorizations under applicable law necessary to provide Unite Us with the Network Participant Data hereunder; (c) such PII is collected by Network Participant and disclosed to Unite Us pursuant to and in accordance with Network Participant's applicable privacy policies and (d) Network Participant's provision of such PII to Unite Us and Unite Us' retention and use of such PII as contemplated under these Network Terms does not and will not violate any applicable Network Participant privacy policy or any applicable laws.

Data License. Each Network Participant hereby grants (a) all other Network Participants and their Authorized Users an irrevocable, worldwide, non-exclusive, royalty-free, fully paid-up license to access the Network Participant Data, and to use and exercise all rights in it under applicable laws, as permitted by the functionality of the Unite Us Platform and services provided by Unite Us, provided that Network Participants and their Authorized Users may not use the Network Participant Data in violation of

applicable law; and (b) Unite Us an irrevocable, worldwide, non-exclusive, royalty-free, fully paid-up license to use, reproduce, modify, distribute and display Network Participant Data (i) on the Unite Us Platform, (ii) for Network evaluation and reporting purposes and (iii) in connection with providing services to Network Participants.

Subject Access Requests; Government Requests. Network Participant acknowledges and agrees that, pursuant to a subject access request or at the request of a government or regulatory agency, any content or data, including Network Participant Data, may be deleted, updated, corrected or otherwise changed or made unavailable with no notice or liability to Network Participant or Unite Us.

CONFIDENTIALITY; PRIVACY AND NETWORK SECURITY

Confidentiality. In performance of their respective responsibilities pursuant to these Network Terms, Unite Us and each Network Participant may come into the possession of certain Confidential Information of the other party. For the purposes hereof, "Confidential Information" means all trade secrets, business plans, marketing plans, know-how, data, contracts, documents, scientific and medical concepts, member and customer lists, costs, financial information, profits and billings, and referral sources, existing or future services, products, operations, management, pricing, financial status, goals, strategies, objectives, and agreements of Unite Us and the Network Participant, whether written or verbal, that are confidential in nature; provided, however, that Confidential Information shall not include any information that: (a) is in the public domain; (b) is already known or obtained by any other party other than in the course of the other party's performance pursuant to the Network Terms; (c) is independently developed by any other party; and/or (d) becomes known from an independent source having the right to disclose such information and without similar restrictions as to disclosure and use and without breach of these Network Terms, or any other confidentiality or nondisclosure agreement by such other party

Protection of Confidential Information. Each party agrees (a) to protect the disclosing party's Confidential Information from unauthorized dissemination and use; (b) to use the disclosing party's Confidential Information only for the performance of the receiving party's obligations and in connection with the exercise of the receiving party's rights hereunder; (c) to disclose any confidential information only to those of its employees, agents, or contractors who have a need to know for the performance of their duties and who are bound to comply with confidentiality obligations no less restrictive than the requirements set forth in this section; (d) not to disclose or otherwise provide to any third party, without the prior written consent of the disclosing party, any Confidential Information or any part or parts thereof; (e) to undertake whatever action is necessary to prevent or remedy (or authorize the disclosing party to do so in the name of the receiving party) any breach of the receiving party's confidentiality obligations set forth herein or any other unauthorized disclosure of any Confidential Information by its current or former employees, agents, or contractors; and (f) not to remove or destroy any proprietary or confidential legends or markings placed upon or contained within any Confidential Information.

Legally Compelled Disclosures. Notwithstanding the restrictions on the use and disclosure of confidential information set forth herein, the receiving party may use or disclose confidential information to the extent the receiving party is legally compelled to disclose such confidential information; provided, however, prior to any such compelled disclosure the receiving party shall (to the extent allowed under applicable law) notify the disclosing party and cooperate fully with the disclosing party in protecting against any such disclosure, and if applicable, obtaining a protective order narrowing the scope of such disclosure and use of the confidential information.

Equitable Relief. Each party acknowledges and agrees that, due to the unique nature of such confidential information, there may be no adequate remedy at law to compensate the disclosing party for the breach of the confidentiality obligations set forth herein; that any such breach may result in irreparable harm to the disclosing party that would be difficult to measure; and, therefore, that upon any such breach or threat thereof, the disclosing party shall be entitled to seek injunctive and other appropriate equitable relief (without the necessity of posting a bond), in addition to whatever remedies it may have at law, under these Network Terms, or otherwise.

Privacy Compliance. Network Participant represents and warrants that its collection, access, use, storage, disposal and disclosure of Network Participant Data does and will comply with applicable law.

Security Incident Reporting. In the event that Network Participant (a) discovers or is notified of any act or omission that materially compromises the security, confidentiality or integrity of any Network Participant Data or any physical, technical, administrative or organizational safeguards that relate to the security, confidentiality or integrity of Network Participant Data or (b) receives a complaint in relation to Network Participant's privacy practices or notice of a breach or alleged breach of these Network Terms in connection with such privacy practices (collectively, a "**Security Incident**"), Network Participant shall notify Unite Us of such Security Incident by sending an email to compliance@uniteus.com with detailed information regarding the Security Incident as soon as possible, but in any event no later than twenty four (24) hours from the discovery of facts giving rise to such knowledge or belief and cooperate with Unite Us in the remediation of such Security Incident. In the event of any Security Incident or potential Security Incident involving or relating to Network Participant Data, Network Participant shall cooperate to resolve any such Security Incident or potential Security Incident as securely and efficiently as possible. In the event of a Security Incident attributable to an act or omission of Network Participant, as part of such remediation, Network Participant shall (a) take all actions at its sole cost and expense required to comply with applicable law relating to the notification of and credit monitoring for individuals or entities whose information may have been disclosed in connection with the breach and (b) provide assurances satisfactory to Unite Us that such breach shall not recur.

REPRESENTATIONS AND WARRANTIES

Network Participant Representations. Network Participant represents, warrants and covenants to Unite Us that Network Participant owns all rights, title and interest in and to the Network Participant Data provided by such Network Participant, or that Network Participant has otherwise secured all necessary rights in the Network Participant Data as may be necessary to permit the access, use and distribution thereof as contemplated by these Network Terms. Network Participant further represents and warrants to Unite Us that (a) Network Participant will not, or allow an Authorized User or third party to, take any action, or upload, download, post, submit or otherwise distribute or facilitate distribution of any content on or through the Unite Us Platform that infringes any patent, trademark, trade secret, copyright, right of publicity or any other proprietary right of any other person or entity, or, that violates any applicable law or contract; (b) Network Participant will not, or allow an Authorized User or third party to, use the Unite Us Platform in violation of any applicable law, including HIPAA and any laws regarding data privacy, marketing or unsolicited messaging, such as the "CAN-SPAM" Act of 2003, 15 U.S.C. §§ 7701-7713 or the Telephone Consumer Protection Act, and any similar laws of any applicable jurisdiction; (c) the Network Participant Data will not contain any obscene, defamatory, infringing, illegal, deceptive, or hateful content; (d) the Network Participant Data will be free of any malware, viruses, worms, Trojan horses, spyware and other computer instructions or devices that were designed to, in each case in any material respect, threaten, infect, assault, vandalize, defraud, disrupt, damage, disable, alter, inhibit or shut down

the Unite Us Platform; and (e) Network Participant has obtained, and is deemed to have hereby granted to Unite Us, all rights and/or licenses necessary to grant the rights granted by it in these Network Terms.

Disclaimer of Warranty. NETWORK PARTICIPANT EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE UNITE US PLATFORM AND SERVICES PROVIDED BY UNITE US ARE AT ITS SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH NETWORK PARTICIPANT. THE UNITE US PLATFORM AND SERVICES ARE PROVIDED "AS IS" AND, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, EXCEPT AS OTHERWISE PROVIDED HEREIN, UNITE US EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE UNITE US PLATFORM (INCLUDING ALL THIRD PARTY AND OPEN-SOURCE COMPONENTS), DOCUMENTATION, DATA, MEDIA AND ANY OTHER SERVICES AND MATERIALS PROVIDED TO NETWORK PARTICIPANT UNDER THESE NETWORK TERMS, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, UNITE US PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, THAT THE UNITE US PLATFORM OR SERVICES PROVIDED BY UNITE US WILL MEET NETWORK PARTICIPANT'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE. NETWORK PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE UNITE US PLATFORM IS NOT BEING PROVIDED TO INDUCE REFERRALS TO ANY PARTICULAR ENTITY OR INDIVIDUAL.

INDEMNITY; LIMITATION OF LIABILITY

Indemnity. Each Network Participant shall defend, indemnify and hold harmless Unite Us and each other Network Participant, and their respective subsidiaries, affiliates, officers, directors, employees, agents, successors and permitted assigns (each, an "Indemnitee") from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, in connection with any third-party claim against any Indemnitee arising out of or resulting from such Network Participant's failure to comply with any of its obligations under these Network Terms.

Limitation of Liability. IN NO EVENT WILL UNITE US OR ANY OF ITS LICENSORS, PARTNERS OR REPRESENTATIVES BE LIABLE UNDER THESE NETWORK TERMS TO NETWORK PARTICIPANT, ANY AUTHORIZED USER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES FOR BUSINESS INTERRUPTION, INTERRUPTIONS IN THE UNITE US PLATFORM, UNITE US WEBSITE, OR UNITE US SERVICES, LOSS OF USE, DATA (INCLUDING NETWORK PARTICIPANT DATA), REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OR ACCURACY OR COMPLETENESS OF ANY DATA CONTAINED IN OR ACCESSIBLE VIA THE UNITE US PLATFORM OR UNITE US WEBSITE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER UNITE US WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL UNITE US' COLLECTIVE AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH

THESE NETWORK TERMS OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EXCEED \$1,000. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF A NETWORK PARTICIPANT'S REMEDIES UNDER THESE NETWORK TERMS FAIL OF THEIR ESSENTIAL PURPOSE.

TERMINATION

Unite Us may immediately terminate Network Participant's access to the Unite Us Platform in the event that Network Participant materially breaches any term or condition of these Network Terms. In the event of any such termination or the termination of these Network Terms, Network Participant shall immediately cease use of the Unite Us Platform and return or destroy all materials and documentation provided by Unite Us. Unite Us further reserves the right to block, terminate, or otherwise deny Network Participant access to the Unite Us Platform, or remove any material from the Unite Us Platform, in the event that Unite Us believes in good faith that such access or material violates the copyright, privacy, trademark, or publicity rights of any person or party, or otherwise violates applicable law.

GENERAL TERMS

Nondiscrimination Policy. Network Participant and its Authorized Users shall not discriminate as to race, color, age, religion, sex, national origin, socioeconomic status, sexual orientation, gender identity or expression, disability, veteran status, or source of payment in connection with its and their use of the Unite Us Platform.

Force Majeure. In the event that a party is prevented from performing, or is unable to perform, any of its obligations under these Network Terms due to any cause beyond its reasonable control, the affected party shall give written notice thereof to the other party and its performance shall be extended for the period of delay or inability to perform due to such occurrence.

Assignment. Network Participant may not assign or transfer any of its rights under these Network Terms, either voluntarily or by operation of law, without Unite Us' prior written consent.

Severability. Any provision of these Network Terms that is deemed invalid, void or illegal shall in no way affect, impair, or invalidate any other provisions set forth herein, and such other provisions shall remain in full force and effect.