

TRIAL AGREEMENT FOR SMARTAUDIT

PLEASE READ THE TERMS OF THIS TRIAL AGREEMENT (THIS “AGREEMENT”) CAREFULLY BEFORE SUBMITTING YOUR TRIAL REGISTRATION REQUEST. THIS AGREEMENT GOVERNS ACCESS TO AND USE BY THE REGISTERED AGENCY (AS DEFINED BELOW) OF ALL SERVICES PROVIDED THROUGH THE WEBSITE HOSTED AT WWW.SMARTAUDIT-TOOL.COM (THE “SERVICES”). THE SERVICES ARE AVAILABLE FOR USE BY REPRESENTATIVES OF THE REGISTERED AGENCY ONLY ON THE CONDITION THAT THE REGISTERED AGENCY AGREES TO THE TERMS OF THIS AGREEMENT, AS SET FORTH BELOW. IF THE REGISTERED AGENCY DOES NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, REPRESENTATIVES OF THE REGISTERED AGENCY SHOULD NOT ACCESS OR USE THE SERVICES. BY ACCESSING OR USING THE SERVICES, EACH INDIVIDUAL USER SIGNIFIES, ON BEHALF OF THE REGISTERED AGENCY THAT SUCH USER REPRESENTS, TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

By submitting a Trial Registration Request (at www.smartaudit-tool.com), the named Registered Agency acknowledges and agrees that it has reviewed, understands and accepts the terms of this Agreement. For purposes of this Agreement, “Registered Agency” means a registered Medicare/Medicaid service provider or branch or division of a service provider, that is identified in a Trial Registration Request.

This Agreement is between the Registered Agency and Qualidigm, Inc. (“Qualidigm”) with respect to the Registered Agency’s access to and use of the Services during the Trial Subscription Term (as defined below). This Agreement is supplemental to the <Privacy Policy> that generally governs access to and use of the website hosted at www.smartaudit-tool.com. In the event of any conflict between the <Privacy Policy> and this Agreement, the terms of this Agreement shall prevail.

Use; Agency Access

Services to be used by Medicare/Medicaid service providers: The Services are intended for use by registered Medicare/Medicaid service provider entities or organizations with Medicare/Medicaid service provider identification numbers providing home healthcare services, or their branches or divisions that have been issued separate Medicare/Medicaid service provider identification numbers.

Use of Service: Subject to the terms of this Agreement, the Registered Agency may store and analyze data using the Services during the Trial Subscription Term. The Services may be used solely for the Enrolled Agency’s testing purposes. Any other use is expressly forbidden.

Responsibility for SmartAudit User Credentials and Users: The Registered Agency shall be responsible for controlling use of the user credentials (user id and password) issued to, or used by, such Registered Agency (the “SmartAudit User Credentials”) upon submission of a Trial

Registration Form (at www.smartaudit-tool.com). The Registered Agency is solely responsible for maintaining the confidentiality of the access ID and password assigned to it and agrees to promptly inform Qualidigm of any unauthorized use of its ID or password or any need to deactivate a user ID due to security concerns. Qualidigm is not liable for any harm related to the theft of the Registered Agency's user ID or password. The Registered Agency shall be liable for all actions taken by any user that accesses the Services using the SmartAudit User Credentials (an "User"), and Qualidigm shall be entitled to assume the authority of such User to act on behalf of the Registered Agency. The Registered Agency is solely responsible for ensuring Users' compliance with this Agreement, all acts or omissions by Users, and for any damages incurred as a result thereof.

Right of Qualidigm to terminate or disable access to Services: Qualidigm may terminate or disable access to the Services at any time in its sole discretion if Qualidigm has reason to believe that a User has violated the terms of this Agreement or poses a risk to the security or integrity of the Services.

Term; Termination

Term of Trial: The term of this Agreement shall be fourteen (14) days (or longer to the extent agreed in writing by Qualidigm), beginning immediately upon the issuance by Qualidigm of SmartAudit User Credentials, unless terminated earlier as provided below.

Termination for Convenience: This Agreement may be terminated by Qualidigm at any time, with or without notice.

Effect of Termination: Upon termination of this Agreement, the Registered Agency will immediately cease all access to, and use of, the Services. The following provisions of this Agreement shall survive any termination or expiration: (i) Confidential Information; Data, (ii) Content; Copyright, (iii) Term; Payment; Termination, (iv) No Warranties, (v) Limitation of Liability, (vi) Indemnification, and (vii) Applicable Law; Jurisdiction.

Intellectual Property

Content and copyrights: Excluding only the Registered Agency's data and the data of other subscribers to the Service, the content of the website hosted at www.smartaudit-tool.com (the "Site") and all components thereof, including, without limitation, text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (the "Content"), including but not limited to, the design, structure, selection, coordination, expression, "look and feel" and arrangement of such Content presented through the Site are owned, controlled or licensed by or to Qualidigm and may be protected by trade dress, copyright, patent and trademark laws and various other intellectual property rights and unfair competition laws. The Content includes works that are the property of Qualidigm's licensors that also may be protected by copyright and other intellectual property laws. The Registered Agency may display and, subject to any expressly stated restrictions or limitations relating to specific material, download portions of the material from the Site solely for the Registered Agency's own

internal use. Any redistribution, retransmission or publication of any copyrighted material is strictly prohibited without Qualidigm's express written consent. The Registered Agency agrees not to change or delete any proprietary notices from materials downloaded from the Site.

Limited License: Qualidigm grants the Registered Agency a limited, non-transferable and non-exclusive license to use the Services, subject to the terms of this Agreement. The Registered Agency will not, and agrees not to permit any third party to: (i) copy the Site or any of the Content; (ii) reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from, the Site; or (iii) modify, translate or otherwise create derivative works of the Site or any of the Content.

Service Availability

Service Availability: Qualidigm does not guarantee the continuous, uninterrupted or secure access to the Site or the Services, however, Qualidigm will use reasonable efforts to make the Site and the Services available twenty-four (24) hours per day, seven (7) days a week, excluding (i) scheduled downtime for systems maintenance, including without limitation diagnostics, upgrades, and operations reconfiguration, and (ii) unscheduled downtime caused by forces beyond Qualidigm's immediate control, including software defects, hardware failures, or downtime caused by the Registered Agency's network or internet connection.

Confidential Information; Aggregated Data; PHI; Interface Data

Confidential Information: The Service may enable the Registered Agency and its Users to transmit, store and receive confidential information and may allow the Registered Agency and its Users to transmit, store and receive the confidential information of third parties (collectively, "Confidential Information"). The Registered Agency agrees that Qualidigm, its licensors, and all other persons or entities involved in the provision of the Services, have the right to monitor, retrieve, store and use Confidential Information in connection with the operation of the Services, and are acting on the Agency's behalf in transmitting Confidential Information. Qualidigm agrees to use commercially reasonable efforts to maintain the confidentiality of such information and prevent the disclosure of such information to third parties except in connection with the transmission, storage, retrieval, and disclosure of such information on the Registered Agency's behalf and as may be required or permitted by law.

Use by Qualidigm of Aggregated Data: Qualidigm may, from time to time, and the Registered Agency specifically acknowledges and agrees that Qualidigm may, use the Registered Agency's data or an aggregation of such data with similar data of other subscribers to the Services in order to improve the Services, prepare for internal use or publication studies or reports using such data, or to enhance the range of other products and services that Qualidigm develops whether or not applicable solely to the Services.

Do not upload PHI to the Site: The Services are not intended, nor designed, to collect or process protected health information (as defined in the Health Insurance Portability and Accountability Act) ("PHI"), and the Registered Agency and its Users should not use the Service

to transmit, store or receive PHI. State and federal laws may impose upon the Registered Agency obligations with respect to patient confidentiality and other obligations that may limit the right of physicians, health care providers, and persons acting on their behalf, to make use of the Service or to transmit certain information to third parties. The Registered Agency represents and warrants that it will, at all times during the term of this Agreement and thereafter, comply with all laws directly or indirectly applicable to it that may now or hereafter govern the gathering, use, transmission, processing, receipt, reporting, disclosure, maintenance, and storage of the Confidential Information. The Registered Agency is, at all times during the term of this Agreement and thereafter, solely responsible for obtaining and maintaining all other legally necessary consents or permissions required or advisable to disclose, process, retrieve, transmit, and view the Confidential Information it transmits, stores, or receives in connection with use of the Services.

No liability for personal information. QUALIDIGM IS NOT LIABLE OR RESPONSIBLE FOR ANY USER'S ACTS OR OMISSIONS IN USING THE SERVICES IN WAYS THAT ARE NOT IN COMPLIANCE WITH ANY SUCH REQUIREMENTS OR A USER'S USE OR MISUSE OF CONFIDENTIAL INFORMATION TRANSMITTED, MONITORED, STORED, OR RECEIVED USING THE SERVICES.

Qualidigm's Confidential Information. The Registered Agency also agrees that data formats, access methods and related information and materials, including questions designed to aid the Registered Agency in providing the relevant information to make use of the Services, used in implementing or providing the Services ("Interface Data") may contain Qualidigm's confidential and trade secret information. Consequently, the Registered Agency agrees to (1) maintain the confidentiality of the Interface Data; (2) use the Interface Data solely for the purposes of using the Site and the Services; and (3) prevent the disclosure or use of the Interface Data to or by any third party except with Qualidigm's express prior written consent.

No Warranties; Additional Disclaimers; Limitation of Liability

No Warranties: THE REGISTERED AGENCY EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE SITE AND SERVICES IS PROVIDED WITHOUT WARRANTY OF ANY KIND, AND THAT THE REGISTERED AGENCY IS SOLELY RESPONSIBLE FOR THE RISK THAT THE SERVICES MAY NOT FUNCTION WITH SATISFACTORY QUALITY, PERFORMANCE, OR ACCURACY. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND QUALIDIGM, AND ITS LICENSORS, HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, TITLE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. QUALIDIGM DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED ON THE SITE OR THE SERVICES WILL MEET THE REGISTERED AGENCY'S REQUIREMENTS, THAT THE OPERATION OF THE SITE OR SERVICES WILL BE CONTINUOUS,

UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SITE OR SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY QUALIDIGM OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY.

Additional Disclaimers: The precise nature of the data input required by the Services to perform its designed function means that quality and accuracy of the output of the Services is dependent upon the Registered Agency's data input. Identification and inputting of that data is solely the Registered Agency's responsibility, and Qualidigm is not responsible for any errors or omissions in any responses the Registered Agency receives from the Services arising from or related to the inputting or use of incorrect, incomplete or inapplicable data. Likewise, functions of the Site or Services that provide recommendations or advice regarding the status of the Registered Agency's (or its affiliated entity's) compliance with applicable laws are based in part on sampling techniques and are merely predictive based upon Qualidigm's experience, and such predictions are intended only to recommend certain possible courses of action after extrapolating the results of such sampling to broader data sets and cannot be relied upon as any assurance of the Registered Agency's (or its affiliated entity's) compliance with such laws in all circumstances.

Limitation of Liability: TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL QUALIDIGM OR ITS LICENSORS BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THE REGISTERED AGENCY'S USE OR INABILITY TO USE THE SITE OR THE SERVICES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF QUALIDIGM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT FULLY APPLY TO THE REGISTERED AGENCY. In no event shall Qualidigm's total liability to the Registered Agency for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of paid by the Registered Agency to Qualidigm for the Services during the 12-month period immediately preceding the first occurrence of any act resulting in damages. **The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.**

Indemnification

Indemnification by Registered Agency: The Registered Agency agrees to indemnify and hold harmless Qualidigm and its directors, officers, employees and agents from and against any and all claims, damages, liabilities, and expenses (including reasonable attorneys' fees) ("Liabilities") arising from or related to (i) the Registered Agency's (or its Users') breach of this Agreement, (ii) the Registered Agency's (or its Users') unauthorized or unlawful use of the Site or the Services,, (iii) the unauthorized or unlawful use of the Site or the Services by any other

person using the Registered Agency's SmartAudit User Credentials, and (iv) any inaccurate or incomplete data the Registered Agency provides to Qualidigm. These obligations will survive any termination of this Agreement.

Miscellaneous

Amendment of this Agreement: Qualidigm may modify or change this Agreement at any time by posting the amended terms of this Agreement at the Site, and any such amended terms shall become effective thirty (30) days after they are posted. The Registered Agency agrees to review the Site periodically to become aware of any such postings. If any such modifications or changes are unacceptable to the Registered Agency, it must discontinue accessing the Site and using the Services. The Registered Agency's continued access of the Site or use of the Services after such posting will be considered acceptance of those changes.

Applicable Law; Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut without regard to its choice of law provisions. The Registered Agency agrees that any legal action or proceeding between Qualidigm and the Registered Agency for any purpose concerning this Agreement shall be brought exclusively in a State or federal court of competent jurisdiction sitting in Hartford County, Connecticut, United States. Qualidigm's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right.

Assignment: Qualidigm may assign its rights and duties under this Agreement to any party at any time without notice to the Registered Agency. The Registered Agency may not assign or transfer any rights to any other person or entity, without Qualidigm's express prior consent. Any purported assignment in contravention of the foregoing shall be null and void. This Agreement is binding upon the Registered Agency's successors or permitted assigns.

Severability: The provisions of this Agreement are intended to be severable. If for any reason any provision of this Agreement shall be held valid or unenforceable in whole or in part, such provision shall, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof.

Entire Agreement: This Agreement constitutes the entire agreement between the Registered Agency and Qualidigm regarding Registered Agency's access to, and use of, the Site and the Services. Any waiver of any term or condition shall not be effective unless it is in a written document signed by an authorized representative of Qualidigm.

Notice: Qualidigm may provide any notice or notification contemplated under this Agreement by either posting such notification on the Site or contacting an authorized representative of the Registered Agency directly via an e-mail address designated by the Registered Agency in any applicable Trial Registration Form. The Registered Agency may provide notice or notification to Qualidigm via e-mail as described on the Site.