

ENROLLMENT AGREEMENT FOR SMARTAUDIT®

PLEASE READ THE TERMS OF THIS ENROLLMENT AGREEMENT (THIS "AGREEMENT") CAREFULLY BEFORE SUBMITTING YOUR SUBSCRIPTION ORDER. 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 Subscription Order (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 Subscription Order.

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 each 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 Subscription Term. Aggregate Subscription Fee (as defined below) due will be separately due and payable for each unique SMARTAUDIT User Credentials (as defined below) issued to a Registered Agency. The Services may be used solely for the Registered Agency's internal business purposes and may not be used to provide services to other persons or entities (consulting or otherwise). The Registered Agency will be allowed to use only those portions of the Services for which it subscribes. Any other use is expressly forbidden. The Registered Agency's subscription for use of the Services (including the SMARTAUDIT User Credentials) may not be transferred or sold to any other party.

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 Subscription Order (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 an User has violated the terms of this Agreement or poses a risk to the security or integrity of the Services.

Term; Termination

Term of Subscription: By submitting a Subscription Order (at www.smartaudit-tool.com), the identified Registered Agency is agreeing to purchase a subscription for the term of months (the "Subscription Term") selected on the Subscription Order, beginning immediately upon the Registered Agency's payment of the first monthly installment payment of the Aggregate Subscription Fee (as described on the Subscription Order), unless terminated earlier as provided below. Unless specifically stated, the Registered Agency's subscription will be automatically renewed, at the same charges and for a term of months equal to the original Subscription Term, upon the expiration of the then-current Subscription Term, and continually thereafter unless, at least 48 hours prior to the renewal date, the Registered Agency notifies Qualidigm of its decision not to renew the subscription by sending an email to Cancel@Qualiancehh.org, decision and clearly identifying in the email the name of the Registered Agency and the assigned user id.

Termination for material breach: This Agreement may be terminated by the Registered Agency or by Qualidigm if the other breaches a material term of this Agreement, which breach remains uncured within thirty (30) days after delivery of notice of such breach. Qualidigm will not provide a refund for any unused portion of the current Subscription Term following termination for any reason other than Qualidigm's breach of this Agreement and regardless of the reason for termination, the Registered Agency shall remain liable for, and agrees to pay, the unpaid balance of the Aggregate Subscription Fee for the current Subscription Term. If Qualidigm terminates this Agreement due to the Registered Agency's breach, the Registered Agency will pay Qualidigm, within thirty (30) days after termination, the unpaid balance of the

Aggregate Subscription Fee for the current Subscription Term. A breach of this Agreement by any User will be deemed a breach of this Agreement by the Registered Agency.

Termination for Convenience: This Agreement may be terminated by Qualidigm at any time upon thirty (30) days written notice to the mailing address of the Registered Agency provided on the Subscription Order or to such other mailing address as may have been provided to Qualidigm thereafter. In the event of such a termination by Qualidigm, the unpaid balance of the Aggregate Subscription Fee for the current Subscription Term shall be waived.

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.

Data Return Upon Termination: Qualidigm shall provide the Registered Agency's data upon the Registered Agency's request made within 30 days after the effective date of termination or expiration of this Agreement. Qualidigm shall make commercially reasonable efforts to provide such requested data within five (5) business days of such request. Costs for the recovery and provision of such data shall be borne by the Registered Agency and shall be limited to the costs to Qualidigm for such efforts. After such 30-day period, Qualidigm shall have no obligation to maintain or provide any data to the Registered Agency, and will thereafter have the right to delete or destroy all copies of the Registered Agency's data in the SMARTAUDIT system unless legally prohibited.

Subscription Fee; Installment Payments; Payment Method

Subscription Fee: For each Subscription Term, or portion thereof, the Registered Agency agrees to pay the Aggregate Subscription Fee (as described on the Subscription Order).

Installment Payments: The Aggregate Subscription Fee shall be payable in equal monthly installments through the duration of the Subscription Term, commencing on the date the Subscription Order is submitted and on each anniversary date thereafter.

Payment Method: By submitting your Subscription Order, the Registered Agency agrees to pay the full Aggregate Subscription Fee in equal monthly installments through the Subscription Term using the Paypal Subscription online payment systems. On the Paypal Subscription payment page, the Registered Agency will authorize Qualidigm to collect the Aggregate Subscription Fee through (1) the automated clearing house (ACH) electronic payment system, or (2) in the case of an credit/debit card, through a card association network, or (3) in the case of an ATM card, via a debit network. By using this online payment system, you agree to the terms of service establish by Paypal. Qualidigm has no access to any of your bank account or payment card information. Alternate payment methods must be separately arranged with Qualidigm, in advance, and shall be approved in Qualidigm's sole and absolute discretion.

Other Services

In conjunction with the Registered Agency's access to, and use of, the Services, Qualidigm may agree to provide it certain additional services such as, but not limited to, data migration, configuration, and training services. Any such additional services will be covered in a separate written agreement.

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; Disaster Recovery

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.

Disaster Recovery: Qualidigm will make commercially reasonable efforts to create and protect back-up copies of the Registered Agency's data. Subject to the above, Qualidigm shall have no liability for, or duty of indemnification related to, lost or corrupt data.

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 the Registered Agency's subscription and this Agreement.

Indemnification by Qualidigm: Qualidigm agrees to indemnify and hold harmless the Registered Agency and its directors, officers, employees and agents from and against any and all Liabilities incurred by or awarded against the Registered Agency, to the extent that it is based upon a claim that the Site or Services, as provided by Qualidigm to the Registered Agency under this Agreement and used within the

scope of this Agreement, infringes any U.S. patent or copyright issued as of the commencement of the Registered Agency's subscription, or incorporates any misappropriated trade secrets. Qualidigm's indemnification obligations hereunder shall only be valid provided that the Registered Agency: (i) promptly notifies Qualidigm in writing of the claim; (ii) grants Qualidigm sole control of the defense and settlement of the claim, provided that Qualidigm will not settle a pending matter without first notifying the Registered Agency; and (iii) provides Qualidigm with all assistance, information and authority required for the defense and settlement of the claim.

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 subscription 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 Subscription Order. The Registered Agency may provide notice or notification to Qualidigm via e-mail as described on the Site.