

iSalus API Terms and Conditions

Version: May 30, 2019

Thank you for using the iSalus application programming interfaces (the "API").

Effective as of the above-referenced date (the, "Effective Date"), iSalus, LLC ("iSalus") has established the iSalus API Terms and Conditions, hereinafter referred to as the "Agreement".

By accepting this Agreement, either by accessing or using the API, enabling any software application You own or administer to utilize the API, or authorizing or permitting any individual to access or use the API, You agree to be bound by this Agreement. If You are entering into this Agreement on behalf of a company, organization or another legal entity (an "Entity"), You are agreeing to this Agreement for that Entity and representing to iSalus that You have the authority to bind such Entity and its affiliates to this Agreement, in which case the terms "Licensee", "You", "Your" or a related capitalized term herein shall refer to such Entity and its Affiliates. If You do not have such authority, or if You do not agree with this Agreement, You must not accept this Agreement and may not access nor use the API.

ISALUS RESERVES THE RIGHT AT ANY TIME TO MODIFY, ADD, OR DELETE ("CHANGE") PORTIONS OF THIS AGREEMENT WITHOUT NOTICE TO YOU. ISALUS WILL, HOWEVER, MAKE COMMERCIALY REASONABLE EFFORTS TO NOTIFY YOU PRIOR TO MAKING SUCH CHANGES, IF PRACTICABLE TO DO SO, AND WILL POST THE CHANGES ONLINE. IT IS YOUR RESPONSIBILITY TO CHECK PERIODICALLY FOR SUCH CHANGES. YOUR CONTINUED USE OF THE SERVICES AFTER ANY CHANGES ARE POSTED (OR, IF APPLICABLE, AFTER ISALUS HAS INDICATED TO YOU IN WRITING THAT SUCH CHANGES WILL BECOME EFFECTIVE), CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS AS SO CHANGED.

"You" means you individually or the entity that you represent. If you are entering into this Agreement for an entity, you represent and warrant to iSalus that you have the legal authority to bind that entity to this Agreement. You and iSalus are sometimes referred to in this Agreement each individually as a "Party," and collectively as the "Parties."

1. LICENSEE'S OBLIGATIONS; INTEGRATION ACCESS.

1.1. ACCESS. During the term of this Agreement (as defined in Section 11), Licensee may use the APIs to provide capabilities or integrations that leverage one or more the iSalus products or services available for purchase at www.isalus.com (the " iSalus Services") into any additional functionality, products, websites and/or services that are offered by You (the "Offerings"), subject to the terms and conditions of this Agreement.

1.2. CONSENT TO CONTACT. You shall provide iSalus with Your contact information and You hereby consent to iSalus sharing such information with any User (defined below) or prospective User of the Offering. You shall update the contact information, as needed, such that iSalus always has current contact information for the Licensee and the Offering. By entering into this Agreement, You consent to receiving phone calls, emails, texts or any other type of messages from iSalus to inform it of changes or additions to the iSalus Services, this Agreement, the APIs or the General API Policies and any other matter related to the foregoing and for general marketing purposes; provided, You may unsubscribe from marketing messages at any time, but not transactional messages.

2. LICENSED USES AND RESTRICTIONS.

2.1. Licensee's access to and use of the API for internal use is governed by this Agreement, including any and all restrictions and policies implemented by iSalus from time to time with respect to the API as set forth in the documentation, guidelines or directives provided by iSalus to You, this Agreement or as otherwise communicated to Licensee (collectively, "General API Policies"). All rights not expressly granted to you are reserved by iSalus.

2.2. Subject to the terms and conditions of this Agreement, iSalus grants you a revocable, limited, non-exclusive, non-sublicensable, non-transferable license to access and use the API solely for the purpose of developing, testing, displaying, and distributing your Offerings. iSalus may revoke this license at any time for any reason without notice to You. You will not, and will not permit any person, directly or indirectly, to reverse engineer, disassemble, reconstruct, decompile, translate, modify, copy, rent, modify, or alter, other than as explicitly permitted hereunder, create derivative works of the API or any other portion of the iSalus Services.

2.3. iSalus shall have a royalty-free, fully paid-up, worldwide, transferable, sub-licensable, irrevocable and perpetual license to implement, use, modify, commercially exploit and/or incorporate into the iSalus Services and/or the API any suggestions, enhancement requests, recommendations or other feedback iSalus receives from Licensee.

3. RESTRICTIONS.

3.1. The licenses granted in Section 2 of this Agreement are explicitly conditioned on Licensee's adherence to the following restrictions and compliance with its responsibilities as set forth herein.

3.2. You shall:

3.2.1. Use the iSalus API as directed by our shared customer.

3.2.2. Use the iSalus API responsibly and ensure access to it is tested thoroughly.

3.2.3. Comply with all restrictions set forth in this Agreement, the iSalus Terms and Conditions (as applicable) and Privacy Policy, which are incorporated herein, in all uses of the API and iSalus Data. Licensee must also comply with all restrictions set forth in this Agreement.

3.2.4. "iSalus Data" means any data or information iSalus obtains from its customers and/or end users.

3.3. You shall not:

3.3.1. Use iSalus API for any application that replicates or attempts to replace the essential user experience of our website(s).

3.3.2. In order to use and access the API, Licensee must obtain API credentials (a "Token") by becoming a Subscriber. Licensee may not share its Token with any third party, shall keep such Token and all Login information secure, and shall use the Token as Licensee's sole means of accessing the API. You are responsible for all use that occurs under your iSalus Token, including any activities by you or your employees, contractors or agents. If you believe an unauthorized person has gained access to your iSalus Token we issue you, you must notify us as soon as possible.

3.3.3. Attempt to cloak or conceal your identity or your application's identity when requesting authorization to use iSalus API.

3.3.4. Use iSalus API for any application that constitutes, promotes or is used in connection with spyware, adware, other malicious programs or code.

3.3.5. Use iSalus API in any manner or for any purpose that violates any law or regulation, any right of any person, including but not limited to intellectual property rights, rights of privacy, or rights of personality.

3.3.6. Use iSalus API in a manner that adversely impacts the stability of the API, the iSalus Service, and/or the isalus.com servers. iSalus reserves the right to deactivate your Token or

block any IP address associated with your Token without limitation or notice if it determines, in its sole discretion, that traffic associated with your Token is adversely impacting the stability of the API, the iSalus Service, and/or the iSalus servers.

3.3.7. Make API calls exceeding a reasonable amount per day, as determined in iSalus' sole discretion and in accordance with this Agreement.

3.3.8. Substantially replicate products or services offered by iSalus, including, without limitation, functions or clients on platforms (such as iOS or Android) where iSalus offers its own client or function. You understand that iSalus may currently or in the future develop products and services that may be similar to or compete with your applications. Nothing in this Agreement shall in any way restrict iSalus from pursuing any business activities or from entering into any agreement with any other person or company. Offerings may not use or access the API or a iSalus Service in order to monitor the availability, performance, or functionality of any of the API or a iSalus Service or for any similar benchmarking purposes.

3.3.9. Repackage, sublicense, or resell the iSalus Services, the API, or iSalus Data, or access thereto, or any part thereof,. Licensee is not permitted to use the API or any iSalus Data in any manner that does or could potentially undermine the security of the iSalus Services, the API, iSalus Data or any other data or information stored or transmitted using the iSalus Services. In addition, Licensee shall not, and shall not attempt to: (a) interfere with, modify or disable any features, functionality or security controls of the iSalus Services or the API, (b) defeat, avoid, bypass, remove, deactivate or otherwise circumvent any protection mechanisms for the iSalus Service or the API, or (c) reverse engineer, decompile, disassemble or derive source code, underlying ideas, algorithms, structure or organizational form from the iSalus Services or the API.

3.3.10. Licensee acknowledges that Licensee is solely responsible, and that iSalus has no responsibility or liability of any kind, for the content, development, operation, support or maintenance of Offerings. Without limiting the foregoing, Licensee will be solely responsible for (a) the technical installation and operation of its Offerings; (b) creating and displaying information and content on, through or within its Offerings; (c) ensuring that its Offerings do not violate or infringe the Intellectual Property Rights of any third party or iSalus; (d) ensuring that Offerings are not, as determined by iSalus in its sole discretion, offensive, profane, obscene, libelous or otherwise illegal; (e) ensuring that its Offerings do not contain or introduce malicious software or code into a iSalus Service, an API, any iSalus Data or other data stored or transmitted using the iSalus Service; and (f) ensuring that its Offerings are not designed to or utilized for the purpose of spamming any iSalus agents or end-users.

3.3.11. Licensee will respect and comply with the technical and policy-implemented limitations of the API and the restrictions of this Agreement in designing and implementing Offerings. Without limiting the foregoing, Licensee shall not violate any explicit rate limitations on calling or otherwise utilizing an API.

3.4. API Call Limitations: iSalus may limit the number and type of API calls you are permitted to make during any given period. iSalus will determine call limits based on various factors, including the ways your Offerings may be used or the anticipated volume of use associated with your applications. If you exceed the call limits established by iSalus, we reserve the right to charge you for excess API calls or to terminate your access to the API in accordance with Section 11. In no event will unused API calls roll over to the next day or month, as applicable.

4. **SUPPORT.** iSalus may elect to provide you with support or modifications for the iSalus API (collectively, "Support"), in its sole discretion, and may terminate such Support at any time for any reason without notice to you.

5. **OWNERSHIP.** You acknowledge and agree that the iSalus Service, the iSalus Content, including

iSalus' trademarks and logos (the "Marks"), and the API are protected by applicable intellectual property laws and treaties (whether those rights happen to be registered or not, and wherever in the world those rights may exist). As between You and iSalus, the iSalus Service, the iSalus Content, including iSalus Marks, and the API, together with any and all intellectual property rights contained in the foregoing, are and will at all times remain the sole and exclusive property of iSalus. You agree that at no time during or after the termination of this Agreement will you attempt to register any trademarks (including domain names) that are derived from or confusingly similar to those of iSalus, nor will you buy or otherwise arrange to use any such domains to redirect internet content to your site. All uses by you of iSalus' logos or trademarks shall inure to the sole benefit of iSalus.

6. CONFIDENTIALITY. Licensee may from time to time, gain access to confidential information of or on behalf of iSalus and its affiliates ("Confidential Information"). Licensee may use Confidential Information only to the extent necessary to exercise its rights under this Agreement. "Confidential Information" includes all confidential or proprietary information provided by iSalus or its affiliates to you in connection with this Agreement, the API, and/or the iSalus Services, and all other information that may be reasonably considered confidential in nature. Subject to the express permissions set forth herein, Licensee may not disclose Confidential Information to a third party without the prior express consent of iSalus, provided in writing or by email. Without limiting any other obligation of Licensee under this Agreement, Licensee agrees that it will protect Confidential Information from unauthorized use, access, or disclosure in the same manner that Licensee would use to protect its own confidential and proprietary information of a similar nature and in any event with no less than a reasonable degree of care.

7. DISCLAIMER OF WARRANTIES. ALL ASPECTS OF THE ISALUS SERVICES AND THE API, INCLUDING ALL SERVER AND NETWORK COMPONENTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW, AND ISALUS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT ISALUS DOES NOT WARRANT THAT THE SERVICE OR API WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR FREE FROM VIRUSES OR OTHER MALICIOUS SOFTWARE, AND NO INFORMATION OR ADVICE OBTAINED BY YOU FROM ISALUS OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

8. LIMITATION OF LIABILITY.

8.1. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) WILL EITHER PARTY TO THIS AGREEMENT, OR THEIR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA, BUSINESS INTERRUPTION, LOSS OF GOODWILL, OR FOR ANY TYPE OF INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGES, OR ANY OTHER LOSS OR DAMAGES INCURRED BY SUCH PARTY OR THIRD PARTY IN CONNECTION WITH THIS AGREEMENT, THE API OR THE ISALUS SERVICES, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.

8.2. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, ISALUS' AGGREGATE LIABILITY TO LICENSEE OR ANY THIRD PARTY ARISING OUT THIS AGREEMENT,

SHALL IN NO EVENT EXCEED ONE HUNDRED U.S. DOLLARS (\$100.00). ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE (1) YEAR OF THE FIRST EVENT OR OCCURRENCE GIVING RISE TO THE CLAIM.

8.3. Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to Licensee. IN THESE JURISDICTIONS, ISALUS' LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. The limitations set forth in this Section 8 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

9. **RELEASE AND WAIVER.** To the maximum extent permitted by applicable law, you hereby release and waive all claims against iSalus, and its subsidiaries, affiliates, officers, agents, licensors, co-branders or other partners, and employees from any and all liability for claims, damages (actual and/or consequential), costs and expenses (including litigation costs and attorneys' fees) of every kind and nature, arising from or in any way related to your use of iSalus API. You understand that any fact relating to any matter covered by this release may be found to be other than now believed to be true and you accept and assume the risk of such possible differences in fact. In addition, you expressly waive and relinquish any and all rights and benefits which you may have under any other state or federal statute or common law principle of similar effect, to the fullest extent permitted by law.

10. **INDEMNIFICATION.** Licensee will indemnify and hold iSalus, its affiliates, officers, directors, employees, licensors, users, partners and agents harmless against any claim brought by a third party against such iSalus related party arising from or related to (a) your use of the iSalus API, Service or any iSalus license provided herein, (b) any breach of an obligation, representation, warranty, covenant or other provision of this Agreement by you or any matter which Licensee has expressly agreed to be responsible pursuant to this Agreement, or (c) your gross negligence or willful misconduct. You will initially control the defense and settlement of any claim subject to indemnification by you hereunder, provided that iSalus may at any time, at its sole discretion, elect to take over control of the defense and settlement of any claim. You may not settle or compromise any such claim without iSalus' prior written consent.

11. **TERM AND TERMINATION.**

11.1. **Term.** This Agreement shall commence on the Effective Date and will remain in effect until terminated pursuant to this Section 11 (the "Term").

11.2. **Termination and/or Suspension of access.** Either party may terminate this Agreement at any time, for any reason, or for no reason including, but not limited to, if Licensee violates any provision of this Agreement. Any termination of this Agreement shall also terminate the licenses granted to Licensee hereunder. Such change, suspension or termination of the API may cause Your existing services using the API to stop functioning properly. You agree that iSalus shall not be liable to you or any third party for any costs, liabilities, losses, expenses, or damages that may result from the termination of this Agreement in accordance herewith, or the blocking of your access to the iSalus API. If iSalus believes, in its sole discretion, that Licensee has violated or attempted to violate any term, condition or the spirit of this Agreement, the license afforded Licensee pursuant to this Agreement may be temporarily or permanently revoked, with or without notice to Licensee. All of iSalus rights herein may be exercised without prior notice or liability to Licensee.

11.3. **Effect of Termination.** Upon termination of this Agreement for any reason, Licensee shall cease using, and either return to iSalus, or destroy and remove from all computers, hard drives, networks, and other storage media, all copies of any materials licensed pursuant to this Agreement and any Confidential Information in Licensee's possession, and shall certify to iSalus that such actions have

occurred.

12. AUDIT RIGHTS. *iSalus shall have the right to audit your compliance with any restrictions or obligations in this Agreement.*

13. THIRD PARTY SERVICES. *Your Use of Third Party Services. iSalus may, from time to time, provide access to third party products or services ("Third Party Services"). Licensee's use of such Third Party Services, and any exchange of data between Licensee and any provider of such Third Party Services, is solely between Licensee and the applicable provider of Third Party Services. Licensee's use of Third Party Services is at Licensee's own risk and iSalus disclaim all liability related thereto. iSalus does not warrant or support Third Party Services, whether or not they are designated by us as "certified" or "integration partner" otherwise.*

14. MODIFICATION. *iSalus may change, suspend, or discontinue any aspect of the iSalus API at any time, including the availability of any iSalus API. iSalus may also impose limits on certain features and services or restrict your access to parts or all of the iSalus API or the iSalus Web site without notice or liability.*

15. GENERAL TERMS.

15.1. *Relationship of the Parties. Notwithstanding any provision hereof, for all purposes of this Agreement, you and iSalus shall be and act independently and not as partner, joint venturer, agent, employee or employer of the other. You shall not have any authority to assume or create any obligation for or on behalf of iSalus, express or implied, and you shall not attempt to bind iSalus to any contract.*

15.2. *Invalidity of Specific Terms. If any provision of this Agreement or any other document incorporated by reference herein is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision and the other provisions of such documents remain in full force and effect.*

15.3. *Location of Lawsuit and Choice of Law. This Agreement and the relationship between you and iSalus shall be governed by the laws of the State of Indiana without regard to its conflict of law provisions. You and iSalus agree to submit to the personal jurisdiction of the courts located within the county of Indianapolis, Indiana.*

15.4. *No Waiver of Rights by iSalus. iSalus' failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.*

15.5. *Notices. All notices to you in connection with this Agreement may be delivered via email at the email address provided to iSalus by you. iSalus may respond to and comply with any writ of attachment, lien, levy, subpoena, warrant, or other legal order ("Legal Process") that we believe to be valid. We may deliver, subject to the terms of our Privacy Policy, any information as required under such Legal Process. Where permitted, we will use reasonable efforts to provide you notice of such Legal Process by sending a copy to the email address we have on file for you. iSalus is not responsible for any losses, whether direct or indirect, that you may incur as a result of our complying with Legal Process.*

15.6. *Miscellaneous. The section headings and subheadings contained in this agreement are included for convenience only, and shall not limit or otherwise affect the terms of the API Master Terms and Conditions. Any construction or interpretation to be made of the API Master Terms and Conditions shall not be construed against the drafter. This Agreement, the iSalus Privacy Policy, the iSalus Terms of Use, and the iSalus General API Guidelines, each as applicable, constitute the entire agreement between iSalus and you with respect to the subject matter hereof and thereof.*