



## TERMS OF USE AGREEMENT

Please read this Terms of Use agreement (the “agreement”) carefully. It is a legal and binding contract between you and Franciscan Health and Wellness Services, Inc. d/b/a HEALTHY LIVES (HEALTHY LIVES), a Louisiana non-profit corporation. When you click on the “I accept” button after registering for HEALTHY LIVES’ online services (the “services”), you agree that you understand the agreement and agree to be bound by it in its entirety. If you are registering for HEALTHY LIVES’ services on behalf of a corporation or other legal entity, you represent that you have the authority to bind the legal entity, and you agree that the legal entity will be bound by each and every provision of the agreement. If you do not agree with the terms of the agreement, you must immediately discontinue your use of the services and click the “I decline” button below.

### 1. USE OF HEALTHY LIVES’ SERVICES AND ITS WEBSITE

Your use of HEALTHY LIVES’ Services and its website is governed by and subject to each and every term of this Agreement. The terms “you” and “your” as used in this Agreement pertain to each User of the Services. You agree that each person listed in your account information is your agent and has full authority to act on your behalf as to the Services. The terms of this Agreement will cover any situation where you use and access the Services or you permit a person to use and access the Services, even if that person is not listed on your account information.

### 2. GRANT OF LICENSE, OWNERSHIP OF WEBSITE, AND OWNERSHIP OF INTELLECTUAL PROPERTY

Based on the conditions set forth in this Agreement and other policies incorporated herein by reference, HEALTHY LIVES hereby licenses to you on a non-exclusive and non-transferable basis the right to use HEALTHY LIVES Services, website, and underlying Software (“Software”). HEALTHY LIVES retains all rights, title, and interest to the website and Software, as well as all rights in the related documentation, if any. HEALTHY LIVES retains all intellectual property rights in and to its Software, including, but not limited to, rights under federal copyright laws, federal patent laws, or any applicable state laws. You may not delete or in any manner alter any copyright, trademark, and other proprietary rights notices or markings appearing on any information that you receive from HEALTHY LIVES or which appears on HEALTHY LIVES’ website.

### 3. OWNERSHIP OF YOUR DATA

HEALTHY LIVES does not own any data, information or material that you submit to HEALTHY LIVES in the course of using its Services (“Customer Data”). You, not HEALTHY LIVES, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and HEALTHY LIVES shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data.

### 4. PROHIBITED CONDUCT

You agree that you will not use the Services to: (a) upload or otherwise transmit any information, domain name, or any other information or data that is unlawful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another’s privacy, hateful, or racially, ethnically, or otherwise objectionable; (b) harm minors in any way; (c) impersonate any person or entity, including, but not limited to, any HEALTHY LIVES representative, or misrepresent HEALTHY LIVES affiliation with any person or entity; (d) forge headers or otherwise

manipulate identifiers in order to disguise the origin of any stored information transmitted through the Services; (e) upload or otherwise transmit any stored information that you do not have a right to transmit under any law or under contractual relationships (such as inside information, proprietary, and confidential information learned or disclosed as part of employment relationships, or under nondisclosure agreements); (f) upload or otherwise transmit any stored information or domain name that infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any person; (g) upload or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, 'junk mail', 'spam', 'chain letters', 'pyramid schemes', or any other form of solicitation, except in those areas of the Services that may be designated for such purpose; (h) upload or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (i) interfere with or disrupt the Services or servers or networks connected to the Services; (j) violate any applicable law or regulation, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission and any rules of any securities exchange, and laws regarding the export of technical data; (k) incite or provide instructional information about illegal activities; or (l) conduct raffles, contests, lotteries, or sweepstakes.

## 5. RESTRICTIONS

HEALTHY LIVES' website contains copyrighted material, trade secrets, and other proprietary material. In order to protect them, and except as permitted by applicable legislation, you may not:

- (i) Decompile, reverse engineer, disassemble, modify, translate, otherwise reduce the Software to a human-perceivable form, or make any attempt to discover the source code.
- (ii) Modify, network, rent, lend, loan, distribute, or create derivative works based upon the Software in whole or in part.
- (iii) Electronically transmit the Software from one computer to another or over a network.
- (iv) Sublicense, rent, or lease any portion of the Software to another user.

## 6. SECURITY

HEALTHY LIVES takes commercially reasonable measures to secure and protect information transmitted to and from HEALTHY LIVES' website. However, HEALTHY LIVES cannot and does not guarantee that any such communications or any electronic commerce conducted on or through the website is or will be totally secure. You are responsible for maintaining the confidentiality of any login User ID and any password that may be assigned to you by HEALTHY LIVES, and you are fully responsible for all access and any activity that occurs through use of your User ID or password. You agree to immediately notify HEALTHY LIVES of any unauthorized use of your User ID or password or any other breach of Site security of which you become aware. You also agree to take such further steps as may be reasonably requested by HEALTHY LIVES to prevent unauthorized use of your User ID and password. HEALTHY LIVES cannot and will not be liable for any loss or damage arising from any unauthorized access or use of your User ID or password.

## 7. DISCLOSURE OF INFORMATION

Interfaces enable HEALTHY LIVES to send information, including, but not limited to, a consumer's personal information, directly to third parties. HEALTHY LIVES is not responsible for any information sent by you to such third parties and is not responsible for information requested by such third parties. HEALTHY LIVES assumes no

responsibility as to whether information requested by a third party is appropriate. It is your sole responsibility to contact a third party regarding what particular type of information is being shared or exchanged, the third party's use and sharing practices of such information, and whether the third party has updated or revised its policies regarding the third party's use and sharing practices. HEALTHY LIVES assumes no responsibility for the disclosure, dissemination, collection, use, sale, or sharing of information about you. It is your sole responsibility to ensure that you and your agents comply with any applicable laws, including, but not limited to, all applicable privacy laws that are currently in effect or may be enacted in the future, and to make sure that the third parties comply with any applicable laws, including, but not limited to, all applicable privacy laws that are currently in effect or may be enacted in the future.

## 8. CONFIDENTIALITY

You agree that the Services and the Software contains proprietary information, including, but not limited to, trade secrets, know-how, and other confidential information that is HEALTHY LIVES' exclusive property. During the effective period of this Agreement and all times afterward, you and your agents agree that you will not disclose any trade secrets, know-how, and confidential information to third parties without HEALTHY LIVES' prior written authorization. You further agree to take the necessary precautions to safeguard and maintain the confidentiality of HEALTHY LIVES' trade secrets, know-how, and confidential information. You agree that any breach of this Section will irreparably harm HEALTHY LIVES and that HEALTHY LIVES is entitled to seek injunctive relief in addition to any other remedies that HEALTHY LIVES may have at law or in equity.

## 9. PRIVACY POLICY

### A. Information collected to register Account Holders and End Users

Non-public personal information that HEALTHY LIVES collects and reviews to register any Users may be disclosed, as provided by state and/or federal laws, to companies that perform Services on our behalf so that we may provide customers competitive products and services. We may also disclose non-public personal information about you under circumstances as permitted or required by state and/or federal law or where we have a good faith belief that such action is necessary to comply with a judicial proceeding, a court order, or legal request by a governmental agency. We restrict access to non-public information about you to those employees who need to know that information to provide the Services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your non-public personal information. No method of transmission of information over the Internet or electronic storage, however, is completely secure. Therefore, while we strive to use commercially acceptable means to protect your personal information, we cannot guarantee its absolute security.

### B. Third-Party Intermediaries

We do not share personal information with third parties except as needed to fulfill a request for access to HEALTHY LIVES' Services, such as with a credit card authorization company. HEALTHY LIVES does not maintain any of your credit card information. Any third-party credit authorization companies or credit card billing companies do maintain personal information for any secondary purposes.

### C. Information submitted by you through the Services

In using the Services, we understand that you will be sending Customer Data, including, but not limited to, non-public and personal documents and other information regarding your customers through the Services provided

under this Agreement. While monitoring or repairing the website or the Services, employees of HEALTHY LIVES may gain access to Customer Data in order to maintain the website and the Services. We restrict access to such information to those employees or agents of HEALTHY LIVES who need access to maintain the website or the Services. We also follow generally accepted industry standards to protect Customer Data, both during transmission and once received. No method of transmission over the Internet or electronic storage, however, is completely secure. Therefore, while we strive to use commercially acceptable means to protect Customer Data, we cannot guarantee its absolute security. Under no circumstances shall HEALTHY LIVES be liable for any loss, damage, or other consequences relating to or arising from the use or storage of Customer Data on the Site.

#### D. Receipt of Marketing Materials

Every User that signs up for HEALTHY LIVES' Services agrees to receive any marketing material and information that HEALTHY LIVES produces regarding new features for the Services and website. Every Account Holder and End User also agrees to receive service announcements of any type regarding HEALTHY LIVES' website.

#### E. Responsibility for Security Your Customer Data

You shall have sole responsibility for securing all necessary permissions and clearances with respect to the Customer Data and for ensuring that your use of the website and the Services to access, manage, and manipulate the Customer Data complies with any and all laws, rules, and regulations applicable thereto, including, but not limited to, those concerning any privacy rights of your clients. You shall comply with all applicable laws, regulations, privacy guidelines, and applicable agreements governing the collection and use of personally identifiable information, including without limitation the Gramm-Leach-Bliley Act (collectively, the "Privacy Rules"). You shall have sole responsibility to comply with any and all laws, rules and regulations applicable to the format, location and duration of the retention of the Customer Data. You shall, at your expense, defend, indemnify, and hold harmless HEALTHY LIVES, its officers, directors, and employees from and against any and all liabilities, claims, causes of action, suits, and damages, including reasonable attorneys' fees and expenses arising out of or related to your non-compliance with any of the Privacy Rules.

#### 10. GOVERNMENT END USERS

If you are acquiring the Software on behalf of any unit or agency of the United States Government, the following provisions apply. The Government agrees:

(i) if the Software is supplied to the Department of Defense (DoD), the Software is classified as "Commercial Computer Software" and the Government is acquiring only "restricted rights" in the Software and its documentation as that term is defined in Clause 252.227-7013(c)(1) of the DFARS; and

(ii) if the Software is supplied to any unit or agency of the United States Government other than DoD, the Government's rights in Software and its documentation will be as defined in Clause 52.227-19(c)(2) of the FAR or, in the case of NASA, in Clause 18052.227-86(d) of the NASA Supplement to the FAR.

#### 11. DISCLAIMER OF WARRANTY ON SERVICES AND SOFTWARE

You expressly acknowledge and agree that use of the Services and Software is at your sole risk. The Services and software and related documentation are provided "AS IS" and without warranty of any kind and, to the maximum extent allowed by applicable law, HEALTHY LIVES expressly disclaims all warranties, express and implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. HEALTHY LIVES does not warrant that the functions contained in the website or software will meet your requirements, or that the

operation of the website or software will be uninterrupted or error-free, or that defects in the website or software will be corrected. HEALTHY LIVES does not warrant that the server that makes the website available is free of viruses or other components that may infect, harm, or cause damage to your computer equipment or any other property when you access, browse, download from, or otherwise use the services or website. You specifically acknowledge that the services may become delayed or rendered useless for a period of time due to the inherent problems with using the internet and electronic communications, and you specifically acknowledge that HEALTHY LIVES is not responsible for any damage of any type whatsoever for any delays, delivery failures, or other problems associated therewith. The entire risk as to the results and performance of the software is assumed by you. Furthermore, HEALTHY LIVES does not warrant or make any representations regarding the use or the results of the use of the website or software or related documentation in terms of their correctness, accuracy, reliability, currentness, or otherwise. No oral or written information or advice given by HEALTHY LIVES or HEALTHY LIVES' authorized representative shall create a warranty or in any way increase the scope of this warranty. Should the software prove defective, you (and not HEALTHY LIVES or HEALTHY LIVES' authorized representative) assume the entire cost of all necessary servicing, repair, or correction.

## 12. LIMITATION OF LIABILITY

To the maximum extent allowed under applicable law, under no circumstances, including negligence, shall HEALTHY LIVES or its directors, officers, employees, or agents, be liable to you for any incidental, indirect, punitive, special, or consequential damages (including damages for loss of business profits or revenues, business interruption, loss of business information, personal injury, or any other pecuniary or other loss whatsoever) arising out of the use, misuse, or inability to use the services, website, or software or related documentation, even if HEALTHY LIVES or HEALTHY LIVES' authorized representative has been advised of the possibility of such damages. In no event shall HEALTHY LIVES' total liability to you for all damages, losses, and causes of action (whether in contract, tort (including negligence) or otherwise) exceed the amount paid by you for the Services or software.

## 13. INTERNET DELAYS

The Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. HEALTHY LIVES is not responsible for any delays, delivery failures, or other damage resulting from such problems.

## 14. INDEMNIFICATION

You agree that you will, at your expense, defend, indemnify, and hold harmless HEALTHY LIVES and its affiliates, officers, directors, employees, agents, and attorneys from and against any and all claims, demands, liabilities, costs, expenses (including attorney's fees), losses, damages, judgments, or settlements arising or resulting from i.) any claims, demands, actions, and other proceedings by any party, including any third party, arising out of or relating to this Agreement; ii.) Your use of the Software and the Interfaces; iii.) Your use of any third party's services or products; IV.) Your collection, distribution, dissemination, sharing, use, or sale of information provided to Service Providers; v.) Your violation of any local, state, federal, or international laws or breaches of this Agreement; and VI.) Any act or omission by you or your agents, employees, or independent contractors for any services agreed to be performed by any third party.

## 15. MEDICAL TREATMENT/DIAGNOSIS

I understand that the information and services provided by and through the HEALTHY LIVES website are not intended to provide diagnosis or treatment of any particular diseases, medical conditions, or ailments. For the

diagnosis and treatment of specific medical conditions, you should contact your physician. Utilizing the Services is not a replacement for regularly-scheduled visits to your physician.

#### 16. LINKS TO ADDITIONAL INFORMATION

HEALTHY LIVES' Program Enrollment Consent, Disclaimer, and additional Privacy Policy information can be found at <https://fmoths.org/Pages/Privacy-Policy.aspx> or <https://fmoths.org/Pages/Disclaimer.aspx>. HEALTHY LIVES reserves the right to modify any of these policies in its reasonable discretion from time to time and without your consent. HEALTHY LIVES' Program Enrollment Consent, Disclaimer, and additional Privacy Policy are incorporated into this Agreement by this reference; provided, however, that, if there is any conflict between the terms of HEALTHY LIVES' Program Enrollment Consent, Disclaimer, and additional Privacy Policy on the one hand and this Agreement on the other, the terms of this Agreement shall control.

#### 17. TERMINATION

This Agreement and User's access to HEALTHY LIVES' Services and website will terminate immediately without notice from HEALTHY LIVES if User fails to comply with any provision of this Agreement. HEALTHY LIVES reserves the right to terminate this Agreement and to refuse, restrict, or discontinue service or access to the website and the Services in the event that any information provided by a User in the account registration process is, at any time, untrue, inaccurate, or incomplete or if a User otherwise fails to comply with the terms of this Agreement or any licenses, purchase orders, or other agreements that the User has with HEALTHY LIVES to use the Services.

#### 18. MISCELLANEOUS

(i) This Agreement shall be deemed to be a contract that is made under the laws of the State of Louisiana, U.S.A., and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. No litigation or other claim that is connected in any manner herewith shall be instituted or conducted in any court other than a competent court in the State of Louisiana. By accepting this Agreement, you hereby consent to personal jurisdiction and venue in a competent court in the Parish of East Baton Rouge, State of Louisiana. By accepting this Agreement, you also irrevocably waive and renounce any right that you may have had to institute litigation or a claim of any type whatsoever in any jurisdiction other than in the Parish of East Baton Rouge, State of Louisiana. If any action shall be brought on account of any breach of or to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees.

(ii) If any provision of this Agreement shall be held to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(iii) This Agreement, including all exhibits and documents directly referenced, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

(iv) HEALTHY LIVES reserves the right to modify and update this Agreement without prior notification. If you refuse to access any modifications or updates to this Agreement, HEALTHY LIVES reserves the right to immediately terminate this Agreement and your access to HEALTHY LIVES' website.

(v) HEALTHY LIVES has the right to modify and/or update the Services without prior notice.

(vi) The terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, in whole or in part, that term or provision will not affect the remainder of this Agreement; this Agreement will be deemed amended to the extent necessary to make this Agreement enforceable, valid and to the maximum extent possible consistent with applicable law, consistent with the original intentions of the parties; and the remaining terms and provisions will remain in full force and effect. Your rights under this Agreement are not assignable or transferable.

#### 19. ACCEPTANCE

You hereby agree that, in order to utilize the Software, you must accept this Agreement. You hereby agree that you have read this Agreement in its entirety and unconditionally accept its terms.