



TigerConnect, Inc. third party pass through terms:

1. **THE PARTIES.** Please read this End User License Agreement (this “**EULA**”) carefully before accessing, downloading or using the Services (defined below). By accessing, downloading or using the Services, you and/or any entity for which you act on behalf of (the person or entity using the Services, “**Subscriber**”) agree to be bound by the terms of this EULA. If Subscriber is an entity, the term Subscriber shall include Subscriber, and all of Subscriber’s affiliates, employees, representatives, contractors and users of the Services. The agreement by an employee, consultant or contractor acting on behalf of an entity to these terms will be deemed to be the agreement of that entity. Any such employee, consultant or contractor hereby represents and warrants that he, she or it has authority, or has been provided authority, to bind the entity to this EULA.

TigerConnect, Inc., a Delaware corporation (“**TigerConnect**”) is only willing to grant Subscriber access to the Services if Subscriber accepts all of the terms of this EULA. Each of Subscriber and TigerConnect may be referred to herein as a “**party**,” and Subscriber and TigerConnect together may be referred to as the “**parties**.”

2. **PERMITTED USES AND RESTRICTIONS.** “**Services**” means the services TigerConnect agrees to provide Subscriber pursuant to the terms of an agreement between Subscriber and Netsmart Technologies, Inc. (“**Netsmart**”). The Services are offered solely pursuant to Subscriber’s agreement with Netsmart, and not directly by TigerConnect, and, accordingly, in no event shall Subscriber, any Authorized Users (defined below), or any of Subscriber’s officers, directors, employees, agents have any independent right of action against TigerConnect or be third-party beneficiaries of any agreement between TigerConnect and Netsmart. Any action relating to the Services or Subscriber’s use thereof shall be brought solely by Netsmart on behalf of Subscriber.

Subject to the terms of this EULA, TigerConnect grants Subscriber a non-exclusive, non-transferable and non-sublicensable right for Subscriber to access, download and use the Services in conjunction with Subscriber’s internal business purposes and in accordance with TigerConnect’s applicable documentation.

Subscriber is entitled to freely allocate, transfer, or cancel user subscriptions among individuals it authorizes to use the Services (its “**Authorized Users**”). Subscriber remains at all times fully liable for the acts and omissions of each Authorized User.

Subscriber is granted permission to access, download and use the Services, provided that Subscriber shall:

- Not use the Services for any illegal or unauthorized purpose, or beyond the scope of the Services’ expected use;
- Not intentionally interfere with the operation of the Services or with any other person’s use of the Services;
- Not intentionally gain unauthorized access to the Services;
- Not use the Services in excess of or beyond the maximum number of registered users and/or devices that Subscriber has agreed to;

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- Be solely liable for Subscriber's conduct, acts and omissions, including for the conduct acts or omissions of all its employees, affiliates, consultants, service providers and users;
- Not merge the Services with other software;
- Not resell, sell, lease, lend, redistribute, sublicense, assign or otherwise transfer the Services to any third party;
- Not use the Services for any purpose other than internal business needs;
- Not use the Services to compete against TigerConnect;
- Not alter, modify, adapt, reverse engineer, decompile, disassemble or hack the Services, create derivative works from the Services or otherwise attempt to derive the source code for the Services;
- Not remove or alter any copyright notices or other notices included in the Services;
- Not alter or modify another website so as to falsely imply that it is associated with TigerConnect;
- Not use the Services to create or transmit unwanted email, junk email, bulk email, promotions, spam or content that includes any advertising;
- Not intentionally transmit any viruses, bugs, worms, or any other computer code of a destructive nature or that may harm a network, computer, server, hardware, software or telephone equipment using the Services;
- Not violate anyone else's legal rights (e.g. privacy rights) or any laws (e.g. copyright laws) in Subscriber's jurisdiction while using the Services;
- Remain solely responsible for any message data sent from Subscriber's account;
- Use the Services in accordance with all applicable laws;
- Not use any data mining, robots or similar data gathering and extraction methods in connection with the Services;
- Not impose an unreasonable burden on the Services or network;
- Not breach, or attempt to breach, the security of the Services;
- Not use the Services or export the Services in violation of U.S. export laws and regulations;
- Not solicit any activity, unlawful or otherwise, that infringes TigerConnect's rights or the rights of any other party;
- Not enable others to violate any of these terms and conditions; and
- Ensure that all users of the Services are at least 18 years of age or older.

Any violation of this EULA by Subscriber may result in the termination of Subscriber's TigerConnect account and Subscriber's ability to access or use the Services.

3. **TERM AND TERMINATION.** This EULA commences on the effective date of the agreement between Subscriber and Netsmart (the "**Effective Date**") and shall remain in effect until the earlier of (a) the termination of the agreement between Subscriber and Netsmart or (b) the termination of the Agreement between TigerConnect and Netsmart pursuant to which Netsmart is authorized to sub-license the Services to Subscriber (the "**EULA Term**").

TigerConnect and Netsmart may terminate this EULA, without penalty, if Subscriber has materially breached the terms of this EULA and fails to cure such breach within fifteen (15) days' notice of such breach.

Upon termination of the EULA Term, Subscriber shall no longer be permitted to use or access the Services. The terms herein that contemplate obligations after the EULA Term, including but not limited to Indemnification, Disclaimer, Limitation of Liability, Controlling Law and Severability, and Confidentiality, shall survive termination.

4. **SUBSCRIBER DATA.** Subscriber owns all of Subscriber's data, text, information, graphics, photos, profiles, audio and video clips, links and other content and materials that Subscriber submits and/or transmits using the Services, (collectively, "**Data**"). TigerConnect may use Data to provide, monitor and improve the Services. Subscriber shall be fully liable and responsible to ensure that Data does not violate any law, regulation or the terms of this EULA. Notwithstanding the foregoing, TigerConnect may monitor, collect, use and store usage data, metadata and other anonymous aggregate data regarding use of the Services (the "**Usage Data**"). TigerConnect owns all title, right and interest, including any associated intellectual property rights, in and to the Usage Data. TigerConnect shall not be responsible for maintaining backups of Data on TigerConnect systems. All Data will be processed and stored within the geographic limits of the United States. Upon termination of Subscriber's TigerConnect account, Data will no longer be stored on TigerConnect's systems.
5. **SUBSCRIBER ACKNOWLEDGEMENTS.** Subscriber acknowledges that the Services, and their respective structures, organization, documentation, software and source code, constitute TigerConnect's valuable intellectual property owned solely by TigerConnect. TigerConnect does not grant, and Subscriber acknowledges that it has no right, license or interest in, any patents, copyrights, trademarks, or trade secrets owned, used or claimed now or in the future by TigerConnect. No title to or ownership of the intellectual property contained in (a) the Services, the software or any part of the Services or the software, (b) any enhancements, updates, modifications, local versions or any derivatives of the Services or the software, (c) any and all intellectual property and proprietary rights therein, or (d) TigerConnect's confidential information is transferred to Subscriber.

"TigerConnect" and other TigerConnect graphics, logos, designs, page headers, button icons, scripts and service names are trademarks in the United States and other countries. TigerConnect's trademarks and trade dress, as well as third party trademarks, logos and service marks used in conjunction with the Services, may not be used in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without TigerConnect's prior written permission.

Subscriber fully understands and acknowledges that: (a) the Services are intended to deliver non-critical, non-emergency messages between users; (b) the Services are dependent upon a number of factors outside TigerConnect's control, including but not limited to the operation of third party provided hardware and network services; (c) the Services are not a substitute for any of Subscriber's current systems of administering and safeguarding medical treatment and/or medicine; (d) there may be occasional communication failures or delays in delivering or receiving properly sent TigerConnect messages; (e) the Services are not expected to perform at the same level of performance and/or reliability one might expect from medical devices used in delivering critical medical care environments; (f) Subscriber is solely

responsible for providing to TigerConnect accurate information regarding Subscriber's account or the delivery of the Services, including, without limitation, user information, changes in personnel, phone number changes and email address changes; and (g) TigerConnect conducts criminal background checks only on those TigerConnect employees that may have access to protected health information and not all TigerConnect employees involved in providing the Services.

6. **SERVICES UPDATES.** By using the Services, Subscriber grants TigerConnect permission to send to Subscriber's end users messages regarding the Services, its features, service alerts and network activity. Notwithstanding the foregoing, it is Subscriber's responsibility to register for updates from, and/or regularly check, TigerConnect's webpages at <http://status.TigerConnect.com> and <http://www.TigerConnect.com/releasenotes/> for updates with respect to the Services. Subscriber's continued use of the Services after such updates will constitute its acceptance of the changes.
7. **PRIVACY POLICY.** This EULA is subject to Subscriber's acceptance of the terms and conditions set forth in TigerConnect's Privacy Policy (the "**Privacy Policy**"), the terms of which are incorporated into this EULA, and which can be found at <https://www.TigerConnect.com/terms-use/>. The terms and conditions in the Privacy Policy may be changed by TigerConnect in its sole discretion, and those changes become effective upon posting. It is Subscriber's responsibility to review the Privacy Policy for any revisions.
8. **INDEMNIFICATION.** Subscriber agrees to defend, indemnify, hold harmless and defend TigerConnect, Netsmart and their officers, shareholders, predecessors, successors in interest, directors, employees, agents, subsidiaries, affiliates, licensors and suppliers from and against any and all claims, charges, complaints, damages, losses, liabilities, costs and expenses (including attorneys' fees and experts' fees) due to, arising out of or relating in any way to Subscriber's use of, or access to, the Services, including any message content.
9. **MEDICAL CLAIMS.** Notwithstanding anything to the contrary, with regard to any third party claims or actions for personal injury, tort, medical malpractice, or for other acts, errors or omissions in the delivery of medical care, or that otherwise arise out of Subscriber's, or any of its users and/or affiliates' delivery of medical care (a "**Medical Claim**"), Subscriber shall indemnify, hold harmless and defend TigerConnect, Netsmart and their officers, directors, employees, and agents from and against any such Medical Claim and against any and all losses, damages, expenses (including reasonable attorneys' and expert fees), claims, liabilities, suits or actions resulting therefrom.
10. **DISCLAIMER.** SUBSCRIBER EXPRESSLY ACKNOWLEDGES AND AGREES THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN ANY AGREEMENT BETWEEN SUBSCRIBER, NETSMART AND/OR TIGERCONNECT, USE OF THE SERVICES IS AT SUBSCRIBER'S SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH SUBSCRIBER. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "**AS IS**" AND "**AS AVAILABLE**" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. TIGERCONNECT AND NETSMART 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, SATISFACTORY QUALITY, FITNESS

FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. TIGERCONNECT AND NETSMART DO NOT WARRANT AGAINST INTERFERENCE WITH SUBSCRIBER'S ENJOYMENT OF THE SERVICES, THAT THE FUNCTIONS CONTAINED IN OR PERFORMED BY THE SERVICES WILL MEET SUBSCRIBER'S REQUIREMENTS, THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY UPDATE WILL CONTINUE TO BE MADE AVAILABLE, THAT DEFECTS IN THE SERVICES WILL BE CORRECTED OR THAT THE SERVICES WILL BE COMPATIBLE OR WORK WITH ANY THIRD PARTY SOFTWARE, APPLICATIONS OR THIRD PARTY SERVICES. INSTALLATION OF THE SERVICES MAY AFFECT THE USABILITY OF THIRD PARTY SOFTWARE, APPLICATIONS OR THIRD PARTY SERVICES. SUBSCRIBER FURTHER ACKNOWLEDGES THAT THE SERVICES ARE NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAY OF, OR ERRORS OR INACCURACIES IN, THE CONTENT, DATA OR INFORMATION PROVIDED BY THE SERVICES COULD LEAD TO DEATH, PERSONAL INJURY OR SEVERE PHYSICAL, FINANCIAL OR ENVIRONMENTAL DAMAGE. USING THE SERVICES FOR TRADING SECURITIES IS NOT PERMITTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY TIGERCONNECT OR AN APPROVED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE SERVICES PROVE DEFECTIVE, SUBSCRIBER ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION, IF APPLICABLE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY IN THOSE JURISDICTIONS.

- 11. LIMITATION OF LIABILITY.** Except where prohibited by law, in no event will TigerConnect, Netsmart or any of their officers, shareholders, predecessors, successors in interest, directors, employees, agents, subsidiaries, affiliates, licensors or suppliers be liable (the “**Indemnitees**”) for any indirect, special, punitive, incidental, exemplary or consequential damages even if such Indemnitees have been advised of the possibility of such damages or any direct damages that result from: (1) the use of, or inability to use, the Services; (2) the performance of the Services; or (3) any failure in the Services. Subscriber assumes total responsibility for using the Services. Subscriber's only remedy against TigerConnect for dissatisfaction with the Services is to stop using the Services. If, notwithstanding these terms, TigerConnect or Netsmart is found liable to Subscriber for any damage or loss that arises out of or is in any way connected with Subscriber's use of the Services, TigerConnect and Netsmart's liability shall in no event exceed the amount paid by Subscriber for the Services during the previous twelve (12) months. In addition to the forgoing limitations, Subscriber agrees that Subscriber will not join any claim against TigerConnect and/or Netsmart with the claim of any other person or entity in a lawsuit, arbitration or other proceeding; that no claim Subscriber has against TigerConnect and/or Netsmart shall be resolved on a class-wide basis; and that Subscriber will not assert a claim in a representative capacity against TigerConnect and/or Netsmart on behalf of anyone else.

12. MISCELLANEOUS

- a. Governing Law and Venue. This EULA and all matters arising out of or relating to this EULA shall be governed by and construed in accordance with the laws of the State of California, without regard to any conflict of law provisions. Each party irrevocably agrees that any claim brought by it in any way arising out of this EULA or the Services must be brought solely and exclusively in state or federal court located

in Los Angeles County, California, and each party irrevocably accepts and submits to the sole and exclusive jurisdiction of such courts, generally and unconditionally, with respect to any action, suit, or proceeding brought by it or against it by the other party.

- b. Assignment. Neither party may assign, subcontract, delegate or otherwise transfer this EULA or any of its rights or obligations hereunder, nor may it contract with third parties to perform any of its obligations hereunder except as contemplated in this EULA, without the other party's prior written consent; provided, however, that a reorganization, merger or sale of all, or substantially all, of TigerConnect's assets or equity shall not be considered an assignment under this provision and Subscriber's written consent shall not be needed to consummate such a transaction.
- c. Notices. All notices required or contemplated by this EULA shall be in writing. Any notice to be given or served hereunder, by either party shall be deemed given and received when delivered personally or five (5) days after being mailed certified mail, postage prepaid. Notices to TigerConnect shall be sent to the principal office address of TigerConnect as indicated on www.tigerconnect.com. Notices to Subscriber shall be sent to the address for Subscriber listed on any agreement between Subscriber and TigerConnect, or to such other address as Subscriber may designate in writing to TigerConnect.
- d. Entire Agreement. This EULA shall constitute the entire agreement between TigerConnect and Subscriber and contains all of the understandings and agreements of the parties in respect of the subject matter hereof. Any and all prior understanding and agreements, expressed or implied, between the parties in respect of the subject matter of this EULA are superseded hereby.
- e. Severability. If any terms or provisions in this EULA or any application thereof is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this EULA or any application thereof shall not in any way be affected or impaired, except that, in such event, this EULA shall be deemed revised in order to provide the party adversely affected by such declaration with the benefit of its expectation, evidenced by the provision(s) affected by such declaration, to the maximum extent legally permitted.
- f. Modifications and Amendments. Except as expressly set forth herein, this EULA may not be modified or amended except by an instrument in writing signed by the parties. Accordingly, no course of conduct shall constitute an amendment or modification of this EULA.
- g. Force Majeure. TigerConnect shall not be liable to the other for failure to perform under this EULA if the failure results, directly or indirectly, from government action or inaction, mechanical or electrical breakdown or natural disaster. If either party is affected by an interruption or delay contemplated by this Section, it will: (a) promptly provide notice to the other party, explaining the full particulars and the expected duration of the delay and (b) use its commercially reasonable efforts to remedy the interruption or delay if it is reasonably capable of being remedied.
- h. Breach and Waiver. No waiver of any breach of this EULA shall: (a) be effective unless it is in a writing which is executed by the party charged with the waiver, or (b) constitute a waiver of a subsequent breach, whether or not of the same nature. All waivers shall be strictly construed. No delay in enforcing any right or remedy as a result of a breach of this EULA shall constitute a waiver thereof.

- i. Survival of Terms. Notwithstanding anything contained herein to the contrary, all of TigerConnect's and Subscriber's respective obligations, representations and warranties under this EULA that are not, by the express terms of this EULA, fully to be performed while this EULA is in effect shall survive the termination of this EULA for any reason.
- j. Binding Agreement. This EULA shall be binding upon and shall inure to the benefit of the parties and their respective legal representatives, successors and permitted assigns.
- k. Defined Terms and Use of Terms. All defined terms used in this EULA shall be deemed to refer to the masculine, feminine, neuter, singular and/or plural, in each instance as the context and/or particular facts may require. The terms "hereunder", "herein", "hereby", and similar terms refer to this EULA.
- l. Cumulative Remedies. No right or remedy conferred by this EULA is exclusive of any other right or remedy conferred herein or by law or in equity. Rather, all of such rights and remedies are cumulative of every other such right or remedy and may be exercised concurrently or separately from time-to-time.
- m. Ambiguous Terms. Any ambiguities in this EULA will not be strictly construed against the drafter of the language concerned but will be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the parties at the time of contracting. This EULA will not be construed against any party by reason of its preparation.
- n. Attorneys' Fees. If any suit or other action is commenced to construe or enforce any provision of this EULA, the prevailing party, in addition to all other amounts such party is entitled to receive from the other party, shall recover its reasonable attorneys' fees and court costs.
- o. Compliance with Legal Processes. TigerConnect cooperates with government and law enforcement officials to enforce and comply with the law. TigerConnect may therefore disclose any information if TigerConnect deems it reasonably necessary to: (a) satisfy any applicable law, regulation, legal process (such as a subpoena or court order) or enforceable governmental request; (b) enforce the EULA or the Services, including investigation of potential violations thereof; (c) detect, prevent, or otherwise address fraud, security or technical issues; or (d) protect against harm to TigerConnect's rights, property or safety, TigerConnect's users or the public as required or permitted by law.

12. APPLE, INC. APP STORE

The terms of this EULA (the "**Terms**") apply to Subscriber's use of the Services, including iOS applications available via the Apple, Inc. ("**Apple**") App Store (the "**Application**"), but the following additional terms also apply to the Application:

- Both Subscriber and TigerConnect acknowledge that the Terms are concluded between Subscriber and TigerConnect only, and not with Apple, and that Apple is not responsible for the Application or the Services;
- The Application is licensed to Subscriber on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with the Services;
- Subscriber will only use the Application in connection with an Apple device that is owned or controlled by Subscriber;
- Subscriber acknowledges and agrees that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application;

- If the Application fails to conform to any applicable warranty, including those implied by law, Subscriber may notify Apple of such failure; upon notification, Apple's sole warranty obligation to Subscriber will be to refund to Subscriber the purchase price, if any, of the Application paid by Subscriber to Apple;
- Subscriber acknowledges and agrees that TigerConnect, and not Apple, is responsible for addressing any claims Subscriber or any third party may have in relation to the Application;
- Subscriber acknowledges and agrees that, if a third party claims that the Application or Subscriber's possession and use of the Application infringes that third party's intellectual property rights, TigerConnect, and not Apple, will be responsible for investigating, defending, settling and discharging any such infringement claim;
- Subscriber represents and warrants that he, she or it is not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that Subscriber is not listed on any U.S. Government list of prohibited or restricted parties;
- Both Subscriber and TigerConnect acknowledge and agree that, in using the Application, Subscriber will comply with any applicable third party terms of agreement that may affect or be affected by such use; and
- Both Subscriber and TigerConnect acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of the Terms, and that upon Subscriber's acceptance of this EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms against Subscriber as the third party beneficiary hereof.