

EMPLOYER TERMS OF USE

PLEASE READ THE EMPLOYER TERMS OF USE (the “Agreement”) CAREFULLY BEFORE USING THIS SOLUTION

This Agreement is a legal agreement between you, for yourself and your heirs and assigns (“You”), and Ascension Care Management, LLC, and its subsidiaries and affiliates (“Ascension Care Management”) regarding Your use of the Screen & Go solution and any other software solution or services associated with the solution for which this Agreement is presented as a condition of use (the “Solution”). By clicking below on “**SUBMIT**” on the website, You agree to be bound by the terms and conditions of this Agreement and as you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to this Agreement, in which case the terms “You” or “Your” shall refer to such entity. If you do not have such authority, or if you do not agree with this Agreement, you are not authorized to use the Solution.

Ascension Care Management may revise and update this Agreement at any time. Your continued usage of the Solution means You have accepted those changes. The most current version will be available at **<http://employersolutions.ascension.org/ourservices/screen-and-go/terms>**. If Ascension Care Management makes material changes to the Agreement, then You will be required to acknowledge Your agreement to such changes prior to continued use of the Solution.

You may have previously or separately agreed to abide by Ascension policies or have become a party to one or more other agreements with Ascension Care Management, or You may become a party to other agreements with Ascension Care Management in the future. These other policies and agreements remain in effect, and are not modified by this Agreement. However, Your use of the Solution is also governed by these other policies and agreements to the extent they apply to technology such as the Solution, or to information that is available through the Solution. In the event of a conflict between this Agreement and such other policies and agreements, such other policies and agreements will control.

This Agreement is effective as of the date you accept this Agreement (“Effective Date”).

IMPORTANT INFORMATION ABOUT YOUR USE OF THE SOLUTION

Ascension Care Management shall not be liable for any information you obtained from the Solution or how that information is used. You acknowledge your reliance on any information provided by the Solution is solely at your own risk and You assume full responsibility for all risk associated therewith. Furthermore, you acknowledge that Ascension Care Management does not advise regarding the legality of the collection of this information in accordance with the Americans with Disabilities Act. As the employer, it is ultimately your responsibility to monitor and confirm the legality of continuing to collect this information in accordance with it being job related and consistent with business necessity, as required under the Americans with Disabilities Act.

You hereby acknowledge that You are responsible for Your compliance with federal, state and local laws. Ascension Care Management makes no representations that the information provided or collected on the Solution is applicable to, appropriate for, or available to users in certain locations in the United States or outside the United States. You acknowledge You are ultimately responsible for ensuring that the Privacy Policy and Terms of Use agreed upon by your employees and contractors in connection with their use of the Solution are compliant with all existing and future applicable laws (including Privacy Laws). You consent to Ascension Care Management's storage of Your information and data in the Cloud. Upon Ascension Care Management's transfer of the data to You, You acknowledge that ongoing data retention requirements shall be your exclusive responsibility upon transfer of the data. Your ability to access and use the Solution and distribute the Solution to others is conditioned upon and in reliance upon You making these acknowledgements and Ascension Care Management is relying upon these acknowledgements in order to provide this Solution.

If any third party claims (including government claims) are brought against Ascension Care Management based upon the responsibilities You have undertaken in the prior paragraph, you agree to defend and indemnify Ascension Care Management from any resulting damages, costs or claims. This is in addition to and in no way limiting Your Indemnification obligations referenced below.

LICENSE GRANT & INTELLECTUAL PROPERTY

- THE SOLUTION IS LICENSED, NOT SOLD. Subject to all other terms and conditions of this Agreement, Ascension Care Management hereby grants to You a nonexclusive, non-transferable, and non-sublicensable license to use and access the Solution for the term of such Work Order. Use of the Solution is contingent upon continued and timely payment of the fees as outlined in Your Work Order.

You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Solution in any manner, and You shall not use or exploit the Solution in any unauthorized way whatsoever. You may only use the Solution in connection with Your own internal business purposes related to managing processes and cases related to COVID-19 issues. You may not use the Solution to develop any other solution. You must limit access and use of the Solution to Your employees and contractors for whom COVID-19 screening is applicable. You are responsible for Your employees and contractors who violate this Agreement, including all usage by user accounts provisioned by You. You must maintain the confidentiality of Your account information, and You must use reasonable efforts to restrict access to Your computers. You must request that employees and contractors contact You with questions, concerns, or any breach of security associated with the Solution. In the event of a breach of security associated with the Solution, You must immediately notify Ascension Care Management of such breach via **<http://employersolutions.ascension.org/support>**.

- You agree that You shall not allow any third party to access or use the Solution except for access by employees and contractors as described in the paragraph above, that You will not disclose information made available through the Solution to any person who is not authorized to see such information.
- You must access and use the Solution in accordance with all applicable laws and regulations. If You violate this Agreement, Your license and right to use this Solution is automatically and immediately revoked.
- This Solution contains proprietary information and material that is owned by Ascension Care Management and its affiliates, and is protected by applicable intellectual property and other laws, including but not limited to copyright. You agree that You will not use such proprietary information or materials in any way whatsoever except in compliance with this Agreement. You agree not to remove, alter or obscure any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Solution.
- In addition, You may not access the Solution for purposes of monitoring its availability, performance or functionality, or for any benchmarking or competitive purposes.
- You shall not and shall not allow anyone working on Your behalf to perform any technical security integrity review, penetration test, load test, denial-of-service simulation or vulnerability scan of the Solution without Ascension Care Management's prior written consent.
- If when using the Solution You communicate to Ascension Care Management suggestions for improvements, ideas, enhancement requests or other feedback in connection with the Solution ("Feedback"), We shall own all right, title, and interest in and to the same, even if You have designated the Feedback as confidential, and Ascension Care Management shall be entitled to use the Feedback without restriction.

TERMS OF USE

- The Solution and any content included therein should not be considered medical advice. The content on the Solution is not meant as guidance with respect to whether any particular action or inaction is safe, appropriate or effective for You, You make such determination in your sole discretion.
- Use of the Solution may be affected by technical and equipment malfunctions, congestion on communications networks, availability of the Internet, available signal on any electronic device, or a combination thereof. You agree that alternative means of communications may be more effective in some situations.
- The Solution is currently made available to You for Your permitted use in accordance herewith. Ascension Care Management reserves the right to amend or withdraw the Solution, or charge for the Solution provided to You in accordance with this Agreement, at any time

and for any reason. However, any such charges would be a material change to this Agreement, and would not apply without Your express authorization.

GENERAL DISCLAIMER

- YOU ACKNOWLEDGE AND AGREE THAT THE SOLUTION IS NOT ERROR-FREE; THAT THE SOLUTION IS INTENDED TO BE USED AS A TOOL TO ASSIST YOU, AND IS NOT DESIGNED TO BE USED ALONE OR TO REPLACE YOUR INDEPENDENT PROFESSIONAL JUDGMENT.

LIABILITY OF ASCENSION CARE MANAGEMENT

- YOU ASSUME ALL RISK OF USING THE SOLUTION AND ANY INFORMATION OR MATERIALS INCLUDED OR MADE AVAILABLE TO YOU THROUGH THE SOLUTION AND YOUR PROVISION OF ANY INFORMATION TO ASCENSION CARE MANAGEMENT WHEN USING THE SOLUTION. THE SOLUTION IS PROVIDED “AS-IS” AND “AS AVAILABLE,” WITH ALL FAULTS AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND. ASCENSION CARE MANAGEMENT EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS, RESULTS, AND LACK OF NEGLIGENCE.
- TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ASCENSION CARE MANAGEMENT, ITS REPRESENTATIVES, OR AGENTS BE LIABLE TO YOU FOR ANY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF CONFIDENTIAL OR OTHER INFORMATION, BUSINESS INTERRUPTION, PERSONAL INJURY, LOSS OF PRIVACY, FAILURE TO MEET ANY DUTY (INCLUDING OF GOOD FAITH OR OF REASONABLE CARE), NEGLIGENCE, AND ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER, IN EACH CASE ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR YOUR USE OF OR INABILITY TO USE THE SOLUTION, EVEN IF ASCENSION CARE MANAGEMENT KNEW OF, OR SHOULD HAVE KNOWN OF, THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SOLUTION, OR WITH ANY OF THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SOLUTION. TO THE EXTENT LIABILITY CANNOT BE EXCLUDED OR DISCLAIMED, LIABILITY IS LIMITED TO \$1.00 USD. THE FOREGOING LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY

REMEDY FAILS ITS ESSENTIAL PURPOSE, AND WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES ARE FORESEEABLE OR ASCENSION CARE MANAGEMENT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU ACKNOWLEDGE AND AGREE THAT (I) THIS SOLUTION DOES NOT ESTABLISH ANY PROVIDER-PATIENT RELATIONSHIP AND ANY INFORMATION SUBMITTED THROUGH THIS SOLUTION IS NOT SUBJECT TO, NOR PROTECTED BY PATIENT PRIVACY LAWS, INCLUDING HIPAA; (II) ASCENSION CARE MANAGEMENT IS NOT ENGAGED IN THE PRACTICE OF MEDICINE AND (III) ASCENSION CARE MANAGEMENT IS NOT DETERMINING APPROPRIATE MEDICAL USE OF THE SOLUTION. ASCENSION CARE MANAGEMENT EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM THE SOLUTION, INCLUDING, BUT NOT LIMITED TO LIABILITY FOR MEDICAL MALPRACTICE OR BREACH OF APPLICABLE PRIVACY LAWS.

INDEMNIFICATION

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD ASCENSION CARE MANAGEMENT AND ASCENSION CARE MANAGEMENT'S PARENTS, SUBSIDIARIES, AFFILIATES, LICENSORS, SUPPLIERS AND THEIR DIRECTORS, OFFICERS, AFFILIATES, SUBCONTRACTORS, EMPLOYEES, AGENTS, AND ASSIGNS HARMLESS FROM AND AGAINST ANY AND ALL LOSS, COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES), CLAIMS, DAMAGES AND LIABILITIES RELATED TO OR ASSOCIATED WITH YOUR USE OF THE SOLUTION, ANY ALLEGED VIOLATION BY YOU OF THESE TERMS AND ANY THIRD PARTY CLAIMS ARISING OUT OF YOUR FAILURE TO COMPLY WITH ANY APPLICABLE LAWS AND REGULATIONS. ASCENSION CARE MANAGEMENT RESERVES THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE OF ANY CLAIM FOR WHICH ASCENSION CARE MANAGEMENT IS ENTITLED TO INDEMNIFICATION UNDER THIS SECTION. IN SUCH EVENT, YOU SHALL PROVIDE ASCENSION CARE MANAGEMENT WITH SUCH COOPERATION AS ASCENSION CARE MANAGEMENT REASONABLY REQUESTS.

INTERNATIONAL USE

The Solution is intended for use by residents of the United States. Ascension Care Management does not intentionally provide access to the Solution to individuals located outside the United States. Ascension Care Management makes no representation that the information and services

provided on the Solution are applicable to, appropriate for, or available to users in locations outside the United States. Accessing the Solution from territories where the content is illegal is prohibited. If You choose to access the site from a location outside the U.S., you do so on your own initiative and you are responsible for compliance with local laws.

GOVERNING LAW & JURISDICTION

- This Agreement is governed by the laws of the State of Missouri without respect to its conflict of laws principles. Exclusive venue for any claims arising out of or related to the Agreement or your use of the Solution shall be in the state courts located in St. Louis County, Missouri, or federal courts in the Eastern District of Missouri. By using the Solution, you accept the jurisdiction of such courts. Any claim that You may bring must be brought within six months of the date of the first event giving rise to the claim.
- You irrevocably and unconditionally waive any right You may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement.

TERM

- Each Work Order shall contain a term and renewal options for the Solution and any services associated with the Solution provided thereunder. This Agreement shall be for an initial term of six (6) months beginning on the Effective Date. This Agreement shall automatically renew for successive six (6) month terms if there are any unexpired Work Orders outstanding on the respective termination date.

FEES AND PAYMENT

- Fees and payments terms for the Solution shall be set forth in the respective Work Order. In the event that any payment due to Ascension Care Management shall remain unpaid for 60 days after the due date, the unpaid amount shall accrue interest at the rate of 1.5% per month. Any payment due to Ascension Care Management remaining unpaid more than ninety (90) days after the due date shall be a breach of the payment terms of this Agreement and Ascension Care Management may cease providing all services associated with such overdue payment, including suspending access to the Solution. You shall pay to Ascension Care Management all costs of collection, including reasonable attorney's fees. Fees do not include excise, use sales or any other taxes or charges that may now or hereafter be established or

levied by any governmental authority of any domestic or foreign state upon the Solution or services associated with the Solution. Taxes will be added by Ascension Care Management to the sales price whenever Ascension Care Management is required by law to collect same and will be paid by You unless You provide Ascension Care Management with proper tax exemption certificates.

- **Payment Disputes.** You will notify Ascension Care Management in writing in the event You dispute any fees or taxes paid or payable by You under this Agreement. Where You are disputing any fees or taxes, You must act reasonably and in good faith and shall cooperate diligently with Ascension Care Management to resolve the dispute. You shall provide notice of any dispute with respect to the fees or taxes including a description of the dispute to Ascension Care Management within sixty (60) days of the date Ascension Care Management invoices You for such fees or taxes. The parties will work together to resolve the applicable dispute promptly.

GENERAL

- Ascension Care Management may immediately terminate this Agreement, including all licenses granted hereunder, at any time with or without cause.
- To the extent that Ascension Care Management stores any data in connection with the provision of the Solution, upon termination of the Agreement, You shall have ninety (90) days to provide Ascension Care Management with a written request to electronically transfer such data to You. After the earlier of: (i) the successful transition of data has been confirmed in writing by You or (ii) ninety (90) days after the termination of the Agreement, Ascension Care Management shall have no further liability to You whatsoever with respect to the storage of any data, and Ascension Care Management may proceed, without liability to You, to delete or destroy any or all such data.
- If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect, and to the extent necessary, a provision most closely effectuating the intent of Ascension Care Management shall be substituted for such invalid provision. No waiver of any provision of this Agreement shall be deemed a further or continuing waiver of such provision, term or condition or any other provision, term or condition.
- You are fully responsible for all fees, charges, and taxes incurred while using the Solution. You acknowledge that the terms of agreement with Your respective mobile network provider will continue to apply when using the Solution. As a result, You may be charged by the Mobile Provider for access to network connection services for the duration of the connection while accessing the Solution or any such third-party charges as may arise. You accept responsibility for any such charges that arise.

- You may not assign or otherwise transfer this Agreement or any rights or obligations hereunder without Ascension Care Management's prior written consent.

By using the Solution, you also agree to the terms of Ascension Care Management's Privacy Policy, including any changes we may make to the Privacy Policy over time. A copy of the Privacy Policy may be found below in this document, or at **<http://employersolutions.ascension.org/ourservices/screen-and-go/terms>**. By using the Solution, you consent to Ascension Care Management's storage of your information in Ascension Care Management's information systems, which include use of Cloud storage platforms, and processing of your information consistent with Ascension's Privacy Policy. You are responsible for confirming that the Privacy Policy is compliant with all Privacy Laws applicable to you based on Your use of the Solution and any data collected in connection therewith. The Privacy Policy only applies to information collected from the Solution that is not protected health information (or "PHI"). Ascension Care Management may use data on the Solution for any legal purpose.

- Ascension Care Management may provide updates to the Solution, including updates that modify or delete features or functionality, in its sole discretion. Ascension Care Management has no obligation to provide any update or fix any bugs or errors in the Solution. Any updates will be deemed to be part of the Solution and subject to this Agreement. Ascension Care Management may require You to accept a revised or replacement version of this Agreement in connection with certain updates, in which case You must accept such version prior to using such updates.
- In the event of a conflict or discrepancy between a Work Order and this Agreement, this Agreement shall take precedence. Notwithstanding the foregoing, the terms of the Work Order may supersede the terms of the Agreement by expressly indicating which terms it is changing and such superseding is limited to the Work Order in which it is included.
- The following provisions survive the expiration or termination of this Agreement for any reason whatsoever: General Disclaimer, Liability of Ascension Care Management, Indemnification, Governing Law & Jurisdiction, General, and Complete Agreement.

Complete Agreement

This Agreement, including the Privacy Policy, constitutes the entire agreement between You and Ascension Care Management with respect to the use of the Solution.

MOBILE SOLUTION PRIVACY POLICY

*Last Modified: **February 21, 2020***

Ascension Care Management, LLC, and its subsidiaries and affiliates ("**Ascension Care Management**"), the developer of the Screen & Go Solution, is committed to protecting your information. We have developed this Mobile Solution Privacy Policy ("**Privacy Policy**") to tell you what information we collect from you when you use the Solution. **We may change the Privacy Policy** from time to time. Our use of the information described in this Privacy Policy is subject to the Privacy Policy in effect at the time of our use.

By using the Solution, you agree with this Privacy Policy and the way we collect, use, and secure information as described below. IF YOU DO NOT AGREE, YOU ARE NOT AUTHORIZED TO USE THE SOLUTION.

INFORMATION WE COLLECT

Information you provide to us may include, but is not limited to, your Ascension Care Management-provided login information, Personal Information, such as your name, address, phone number, e-mail address, and other information you input into forms or text boxes in the Solution.

In addition to Personal Information you provide, we receive and store certain types of information automatically ("**Usage Information**") whenever you use the Solution. Usage Information is necessary to allow your mobile device to operate the Solution and to communicate on the Internet. Usage Information can include your Internet address and Internet service provider, details regarding the equipment and applications you use, the date and time you access the Solution, and your physical location.

We may also use "Cookies" to help us gather information each time you use the Solution. "Cookies" are files that store small amounts of information on your mobile device and "remember" you. Cookies help make it easier to use the Solution.

Because the Solution only collects the information necessary for its performance, you cannot limit the information that you provide to us if you want to use the Solution.

HOW WE USE THIS INFORMATION

We may use the information described in this Privacy Policy to:

- o Verify your identity;
- o Provide and maintain the Solution;
- o Provide you with information about the Solution and us;
- o Assist you and help us perform responsibilities described in the **AGREEMENT**;
- o Fulfill any other purpose for which you provide information; and
- o Comply with our legal obligations.

The Solution is intended for use within the United States. We expect that all use and disclosure of information will occur in the United States, and will be governed by United States law; however, some information may travel over the Internet and may travel outside the United States. Even if some information does travel outside the United States, you agree that the laws of the United States will apply.

SHARING INFORMATION

We will not sell or rent the information described in this Privacy Policy to anyone, but we may share such information with others, such as our subsidiaries, affiliates, and service providers, and if you are an employee, with your employer, as necessary to provide the Solution, operate our business, and as permitted by law.

We may aggregate Usage Information in a non-identifiable manner and use it for our business purposes unrelated to your use of the Solution. For example, we may aggregate data for product development and improvement activities and disclose such aggregated data to third parties.

We may also share any information as required by law or by a court order. Also, we may share any information when we believe, in good faith, that sharing is necessary to protect your safety or the safety of others, to protect our rights, to investigate fraud, or to respond to a government request.

THIRD-PARTIES

The Solution may contain links to websites or content we do not control. These links are for your convenience only, and we do not endorse or make any promises or guarantees about such other websites. You should review the privacy policies posted on these websites carefully before providing any information. We are not responsible for the privacy policies or the content of any other websites.

SECURITY

We protect information about you by using reasonable security measures. These security measures include physical security measures, like a locked data center, administrative security measures, like policies and rules about how our employees use data and who is permitted to handle sensitive data, and technological measures, like encryption. By using several different kinds of security measures, we try to protect information in our control. However, no security is perfect, and no security system can prevent all security breaches. You transmit information to us at your own risk.

CHILDREN'S DATA

We do not intentionally collect information about children under 13 years old unless a parent or guardian expressly consents to collection of information about that child. Parents, please use the "Contact Us" information below to give permission.

If we find out that a user is under 13 years old and we have not received permission from a parent or guardian, all Personal Information will be permanently deleted.

If a parent or guardian becomes aware that a child under 13 years old has provided Personal Information to us without their consent, please contact us through the "Contact Us" below. We will permanently delete that Personal Information within a reasonable time.

CHANGES TO THIS PRIVACY POLICY

This Privacy Policy may be updated or changed from time to time for any reason and at our sole discretion. It is a good idea to review this Privacy Policy frequently for any such changes. Your continued use of the Solution means you accept any changes. We will put a revision date on the Privacy Policy so that you can tell when it was most recently changed.

CONTACTING US

If you have questions about this Privacy Policy, please contact us at the following:

Ascension Care Management

Attn: Compliance Officer

Ascension Digital and Technology

Email: corporateresponsibility@ascension.org