

Optum Portal Policy Terms of Use

Introduction

THIS LEGAL AGREEMENT BETWEEN USER AND OPTUM AND GOVERNS USE OF THE OPTUM PORTAL SOFTWARE, SERVICES, AND WEBSITES (COLLECTIVELY REFERRED TO AS THE "SERVICE"). IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THE FOLLOWING TERMS. BY ACCESSING THIS PORTAL, YOU ACKNOWLEDGE THAT THESE TERMS WILL APPLY WHENEVER YOU CHOOSE TO ACCESS OR USE THE SERVICE.

Databank IMX, LLC ("DataBank") is the provider of the service, which permits you to utilize certain internet services, including storing, accessing, editing and managing your content and making it accessible on your compatible devices and computers, and certain location based services, only under the terms and conditions set forth in this agreement.

The Optum Portal Service provides a repository where certain Users may obtain information about and access to certain Optum products, services and software made available by Optum.

Requirements for Use of the Service

A. Age

The Service is only available to individuals aged 18 years or older. We do not knowingly collect, use, or disclose personal information from children under 13 without verifiable parental consent. Parents and guardians should remind minors that conversing with strangers on the Internet can be dangerous and take appropriate precautions to protect children, including monitoring their use of the Service.

B. Devices and Accounts

Use of the Service may require compatible devices, Internet access, and certain software (fees may apply); may require periodic updates; and may be affected by the performance of these factors. Optum reserves the right to limit the number of user accounts ("Accounts") that may be created from a device and the number of devices associated with an Account. The latest version of required software may be necessary for certain transactions or features. Optum Portal User agrees that meeting these requirements is your responsibility.

C. Limitations on Use

Optum Portal Users hereby agree to use the Service only for purposes permitted by this Agreement and only to the extent permitted by applicable law. If use of the Service or other behavior intentionally or unintentionally threatens Optum or DataBank's ability to provide the Service, Optum and or DataBank shall be entitled to take all reasonable steps to

protect the Service and Optum's systems, which may include suspension of your access to the Service. Repeated violations may result in termination of your Account.

C. Acceptance of Terms

Notwithstanding anything to the contrary set forth in a separate signed agreement or agreements between Optum and the applicable Optum Portal User governing the provision of Optum Services, Optum Portal User hereby acknowledges and agrees that access and use of the Optum Portal, Optum Materials, or any Optum Portal Services are subject to these Optum Portal Terms of Use. Optum Portal Users are responsible for the access and use of the Optum Portal Sites, Optum Materials and Optum Portal Services by their administrators ("Administrators"), other users ("Users") and Affiliates.

If your company is not an Optum Portal Customer, you are not permitted to access or use the applicable Optum Portal Site. If an Optum Portal User does not agree to the terms of these Optum Portal Terms of Use, it must not access or use the applicable Optum Portal Site.

D. Availability of the Service

The Service or any feature or part thereof may not be available in all languages or in all countries, and Optum makes no representation that the Service or any feature or part thereof is appropriate or available for use in any particular location. Optum Portal Users are responsible for compliance with any applicable laws when accessing and using the Service.

E. Changing the Service

Optum reserves the right at any time to modify this Agreement and to impose new or additional terms or conditions on your use of the Service. For paid services, material adverse changes will not be made before the end of the current paid term unless immediate changes are necessary due to legal, regulatory, or governmental action; user security, privacy, or technical integrity concerns; service disruptions; or other similar occurrences outside of Optum's control.

You can find the latest version of the Optum Portal Terms of Use on the portal's landing page.

F. Limitations of Liability

IN NO EVENT SHALL EITHER PARTY OR, IN THE CASE OF DATABANK OR OPTUM, ITS SUPPLIERS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST

SAVINGS, BUSINESS INTERRUPTION DAMAGES OR EXPENSES, THE COSTS OF SUBSTITUTE SOFTWARE, WORK PRODUCTS OR SERVICES, LOSSES RESULTING FROM ERASURE, DAMAGE, DESTRUCTION OR OTHER LOSS OF FILES, DATA OR PROGRAMS OR THE COST OF RECOVERING SUCH INFORMATION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

THE PARTIES' LIABILITY FOR ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE PERFORMANCE OR NON-PERFORMANCE OF SERVICES OR THE USE OR INABILITY TO USE SOFTWARE OR ANY WORK PRODUCTS, SHALL IN NO EVENT EXCEED THE LESSER OF (1) \$1,000,000.00; OR (2) THE AGGREGATE OF ALL SOFTWARE LICENSE FEES, PROFESSIONAL SERVICES FEES, EDUCATION SERVICE FEES AND ANNUAL MAINTENANCE FEES ACTUALLY PAID BY CUSTOMER TO DATABANK UNDER THIS AGREEMENT OR THE PARTICULAR STATEMENT OF WORK IN DISPUTE DURING THE PERIOD OF UP TO THE IMMEDIATELY PRECEDING TWELVE (12) MONTHS DURING THE TERM OF THIS AGREEMENT. THE LIMITATIONS OF LIABILITY CALCULATED PURSUANT TO THIS SECTION SHALL NOT INCLUDE PROCEEDING EXPENSES AWARDED TO CUSTOMER.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE LIMITATIONS OF THIS, AS APPLICABLE, SHALL NOT APPLY WITH RESPECT TO ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF THE RESPONSIBLE PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, ANY CLAIMS, LOSSES OR DAMAGES OF THIRD PARTIES THAT ARE SUBJECT TO THE RESPONSIBLE PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, OR ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF CUSTOMER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

G. Governing law

This Agreement and any claim, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Delaware.

H. Severability

If any part of this Terms of Use shall be held by a court of competent jurisdiction to be invalid, illegal, unenforceable or overly broad as to particular provisions, this Terms of Use shall remain in full force and effect as to the remaining provisions.

I. Export Control

The Customer acknowledges and agrees that any products, materials, software, or technology provided by Optum in connection with these Terms are subject to the export control laws and regulations of the United States. The Customer agrees to comply with these laws and regulations in their use of such items under these Terms.

J. Two-Factor Authentication

The Optum Portal User may only use two-factor authentication ("2FA") for accessing their Optum accounts through the Optum Portal. The use of 2FA necessitates the use of other Optum Services, and the Optum Portal User is responsible for any applicable fees associated with these services. The Optum Portal User is solely responsible for acquiring, configuring, operating, and securing any hardware or non-Optum software used in connection with 2FA, including any authentication applications or devices utilized by the Customer, its Administrators, Users, or, in the case of Optum Channel Partners and/or Clients. Configuration values for 2FA will be considered Confidential Information under these Terms.

Features and Services

A. Folder and File Sharing

When Optum Portal Users use the Service, Optum stores any files you share or upload until you delete them. Optum Portal Users may give access to people to view, save, copy, or edit these files. Optum Portal Users have the option to grant editing or viewing rights. Files shared via a web link will be publicly accessible to anyone with the link. You can stop sharing files at any time; however, files previously copied to another device or computer will not be deleted.

B. Third-Party Apps

If Optum Portal Users sign in to third-party apps with your Optum Portal credentials, you agree to allow that app to store data in your account, and for Optum to collect, store, and process such data on behalf of the relevant third-party app developer. This data will count towards your storage limit and may be shared with other apps from the same developer.

Your Use of the Service

A. Your Account

As a registered user of the Service, you must establish an Account. Do not reveal your Account information to anyone else. Optum Portal Users are solely responsible for maintaining the confidentiality and security of your Account and all activities that occur through it. Notify Optum immediately of any security breach. The Service is designed for

individual use, and sharing your Account and/or password details with another individual is prohibited.

To use the Service, Optum Portal Users must enter your login and password to authenticate your Account. Optum Portal Users agree to provide accurate and complete information when registering and using the Service (“Service Registration Data”) and to update your Service Registration Data as necessary. Failure to provide accurate, current, and complete information may result in suspension or termination of your Account. Optum may store and use the Service Registration Data for maintaining and billing your Account.

B. Use of Other Optum Products and Services

Particular components or features of the Service provided by Optum and/or its licensors may require separate software or other license agreements or terms of use. Optum Portal Users must read, accept, and agree to be bound by any such separate agreement as a condition of using these particular components or features of the Service.

C. No Conveyance

Nothing in this Agreement shall be construed to convey to you any interest, title, or license in Optum or similar resources used in connection with the Service. Optum Portal Users agree not to reproduce, copy, duplicate, sell, resell, rent, or trade the Service (or any part thereof) for any purpose.

C. Termination and Accountability

If the Optum Portal User is found to be in material breach of these Terms of Use, any Additional Legal Terms, or its Business Agreement, Optum or DataBank may, at its sole discretion, suspend or terminate the User’s account immediately and without prior notice. This action may include denying access to the current or future use of the Optum Portal Site for the User and/or Clients. Optum will not be liable to the User, or to any Sub-Reseller, Client, or other third parties, for any termination or modifications to the Optum Portal Sites, Optum Materials, or Optum Services, unless otherwise stipulated in the respective Business Agreements.

E. Indemnity

The Optum Portal User acknowledges and agrees that it is responsible for all activities conducted within the Optum Portal Sites by itself, its Administrators, and Users, as well as by any Sub-Resellers and/or Clients and their respective Administrators and Users, including any actions directed to be performed by Optum on their behalf. This responsibility encompasses, but is not limited to, any orders for Optum Services, configuration changes, content removal, usage of Optum Services, and event management

activities. The User agrees to indemnify and hold Optum, DataBank, its affiliates, officers, agents, partners, employees, and licensors harmless from any claims or demands, including reasonable attorney's fees, made by any third party related to or arising from the User's and/or Clients' content or use of the Optum Portal Sites, Optum Materials, or Optum Services, or any breach of these Terms of Use, or any alleged violation of third-party rights.

Content and Optum Portal Users Conduct

A. Content

"Content" refers to any information generated or encountered through the use of the Service, such as data files, written text, software, music, graphics, photographs, images, sounds, videos, messages, and other materials. Optum Portal Users are solely responsible for any Content you upload, download, post, email, transmit, store, or otherwise make available through the Service. Optum Portal Users understand that using the Service may expose you to Content that you may find offensive, indecent, or objectionable, and you may expose others to Content that they may find objectionable. Optum does not control the Content posted via the Service and does not guarantee its accuracy, integrity, or quality. Your use of the Service and any Content is solely at your own risk.

B. Optum Portal Users Conduct

Optum Portal Users agree that you will not use the Service to:

1. Upload, download, post, email, transmit, store, share, or otherwise make available any Content that is unlawful, harassing, threatening, harmful, tortious, defamatory, libelous, abusive, violent, obscene, vulgar, invasive of another's privacy, hateful, racially or ethnically offensive, or otherwise objectionable.
2. Stalk, harass, threaten, or harm another.
3. Request personal or other information from a minor who is not personally known to you.
4. Pretend to be anyone or any entity you are not.
5. Engage in copyright infringement or other intellectual property infringement.
6. Post, send, transmit, or otherwise make available any unsolicited or unauthorized email messages, advertising, promotional materials, junk mail, spam, or chain letters.
7. Forge any TCP-IP packet header or any part of the header information in an email or news group posting.

8. Upload, post, email, transmit, store, or otherwise make available any material that contains viruses or other computer code files or programs designed to harm, interfere with, or limit the normal operation of the Service.
9. Interfere with or disrupt the Service or any servers or networks connected to the Service.
10. Plan or engage in any illegal activity.
11. Gather and store personal information on other users of the Service.

C. Access to Account and Content

Optum reserves the right to take steps it believes are reasonably necessary to enforce and/or verify compliance with any part of this Agreement. Optum Portal Users acknowledge and agree that Optum and/or DataBank may access, use, preserve, and/or disclose your Account information and any Content to law enforcement authorities, government officials, and/or a third party as Optum believes is reasonably necessary if legally required to do so or if Optum has a good faith belief that such access, use, disclosure, or preservation is reasonably necessary to: (a) comply with legal process or request; (b) enforce this Agreement, including investigation of any potential violation; (c) detect, prevent, or address security, fraud, or technical issues; or (d) protect the rights, property, or safety of Optum, its users, a third party, or the public. Neither Optum nor DataBank are responsible or liable for any Content provided by others and has no duty to screen such Content. However, Optum and/or DataBank reserves the right to determine whether Content is appropriate and in compliance with this Agreement and may prescreen, move, refuse, modify, and/or remove Content at any time without prior notice.

The Optum Portal User is solely accountable for any equipment, devices, hardware, cabling, materials, services, support, products, applications, or licensed software provided by third parties that they utilize in conjunction with the Optum Portal Services and other Optum Services. Optum will not be held directly or indirectly responsible or liable for any damage or loss resulting from or related to the use of or reliance on such third-party equipment, devices, hardware, cabling, materials, services, support, products, applications, or licensed software.

External Websites. The Optum Portal Sites may include links to external websites and information provided on these external sites by Optum partners and third-party service providers. DataBank and Optum are not responsible for the content of any linked website or for any updates or changes to such sites. Users of the Optum Portal further agree that DataBank or Optum will not be held directly or indirectly responsible or liable for any damage or loss resulting from or alleged to be caused by the use of or reliance on any

content, goods, or services available on or through these linked websites by Users, their Administrators and/or Clients.

D. Content Submitted or Made Available by Optum Portal Users on the Service

Except for material licensed to Optum Portal Users, Optum does not claim ownership of the materials and/or Content you submit or make available on the Service. However, by submitting or posting such Content on areas of the Service accessible by other users, you grant Optum a worldwide, royalty-free, non-exclusive license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform, and publicly display such Content on the Service solely for the purpose for which such Content was submitted. Optum Portal Users agree that any Content submitted or posted by you shall be your sole responsibility, shall not infringe or violate the rights of any other party, or violate any laws. By submitting or posting such Content, you represent that you are the owner of such material and have all necessary rights, licenses, and authorization to distribute it.

Trademark Information. DataBank, the DataBank logo, and other DataBank trademarks, service marks, graphics, and logos used in connection with the Service are trademarks or registered trademarks of DataBank. Optum, the Optum logo, and other Optum trademarks, service marks, graphics, and logos used in connection with the Service are trademarks or registered trademarks of Optum. Other trademarks, service marks, graphics, and logos used in connection with the Service may be the trademarks of their respective owners. Optum Portal Users are granted no right or license in any of the aforesaid trademarks, and further agree that you shall not remove, obscure, or alter any proprietary notices (including trademark and copyright notices) that may be affixed to or contained within the Service.

Subject to the terms of this Agreement and applicable laws, the User agrees that Optum and/or DataBank may access, use, and analyze data associated with the User's activity on the Optum Portal for purposes such as enhancing service delivery, optimizing portal performance, maintaining system functionality, and generating business insights aimed at improving user experience and satisfaction. Such analysis will be conducted with strict measures to ensure the confidentiality and security of the data, utilizing aggregated, anonymized, or de-identified data wherever feasible to prevent the identification of individual users or the exposure of sensitive information.

Optum and DataBank will comply with all relevant data protection laws and regulations, implementing commercially reasonable safeguards to protect data from unauthorized access or disclosure. All user data remains the property of the User, and the rights granted hereunder are solely for the purposes of the specified analysis.

Optum and DataBank shall retain user data until the termination of the User's access to the portal and will securely dispose of it, to the extent technologically feasible and after commercially reasonable efforts, following the end of access; provided, however, that Optum or DataBank will not be required to dispose of information that has been aggregated, anonymized, or de-identified for the purposes set forth above. User data will not be shared with third parties without explicit User consent, except as required by law or necessary for the provision of services on behalf of the User.

Software

A. Optum's Proprietary Rights

Optum Portal Users acknowledge and agree that Optum and/or its licensors own all legal right, title, and interest in and to the Service, including graphics, user interface, scripts, and software used to implement the Service, and any software provided to you as part of the Service, including all intellectual property rights. The Service contains proprietary and confidential information protected by applicable intellectual property and other laws. No portion of the Service may be reproduced except as expressly permitted in these terms.

B. Confidential Information

Optum Portal User hereby agrees not to reproduce any Confidential Information (defined below) to which Optum Portal User is provided access through the Optum Portal Sites in any form except as authorized at the time of disclosure.

Any reproduction of Confidential Information shall remain the property of Optum and/or its original owner, and shall contain any and all confidential or proprietary notices or legends that appear on the original.

Optum Portal Users agree to (a) take all necessary precautions (as defined below) to safeguard all Confidential Information; (b) use Confidential Information only as permitted at the time of disclosure; (c) refrain from disclosing any Confidential Information to third parties without Optum's prior written approval; and (d) avoid any reverse engineering or disassembly of software programs that are part of the Confidential Information. Optum Portal Users do not gain any rights to Confidential Information except as specifically outlined above.

Under no circumstances shall Optum Portal Users utilize Confidential Information to create, enhance, modify, rent, lease, loan, sell, distribute, or develop derivative works based on Optum Materials, Optum Portal Services, or other Optum Services, nor use Optum content to develop similar or competing products or offerings.

The term "Confidential Information" refers to all trade secrets and other information, Optum Materials, or Optum Portal Services that Optum or third parties protect against unrestricted disclosure, which may be marked as confidential, accessed through Optum Portal Sites, obtained via software downloads, or otherwise identifiable as confidential based on the nature of the information and the manner of its disclosure.

Additionally, any information provided through the Optum Portal concerning the configuration, utilization, availability, location, and/or performance of Optum Services or assets used by DataBank's or Optum's network and systems is considered Confidential Information. Access credentials provided to Optum Portal Users, including Administrators, Users, and/or Clients, are also classified as Confidential Information. The ability to download or export Confidential Information from an Optum Portal Site does not waive the confidentiality obligations, and such downloaded or exported files will continue to be treated as Confidential Information.

"Reasonable steps" means the actions taken by Optum Portal Users to protect their own similar Confidential Information, which must meet or exceed a reasonable standard of care.

Optum Portal Users are not required to treat information as Confidential Information if such information: (a) was already lawfully in their possession before receiving it from Optum; (b) becomes publicly known through no breach of confidentiality; (c) is disclosed lawfully by a third party not under Optum's control; (d) is independently developed by the Optum Portal User without using the Confidential Information provided; or (e) must be disclosed by law.

Optum Portal Users are not allowed to access Optum or third-party Confidential Information unless explicitly authorized or licensed for the intended purpose under the applicable Business Agreement or as otherwise permitted.

C. License from Optum

THE USE OF THE SOFTWARE OR ANY PART OF THE SERVICE, EXCEPT FOR USE OF THE SERVICE AS PERMITTED IN THIS AGREEMENT, IS STRICTLY PROHIBITED AND INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS AND MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES, INCLUDING POSSIBLE MONETARY DAMAGES, FOR UNAUTHORIZED ACCESS, COPYING, DISTRIBUTION, OR MODIFICATION OF THE SOFTWARE OR SERVICE, IN ADDITION TO ANY OTHER REMEDIES AVAILABLE UNDER APPLICABLE LAW.