

## **Referral Connect – Third-Party Material Terms**

1. Customer is prohibited from causing or permitting the reverse engineering, disassembly or de-compilation of the Third-Party Materials and the Third-Party Materials must be used only in conjunction with the System and only for Customer's internal business operations;
2. Customer is prohibited from using the Third-Party Materials to provide service bureau data processing services or to otherwise provide data processing services to third parties;
3. Customer will not allow the Third-Party Materials to be used by, or disclose all or any part of the Third-Party Materials to any person except its authorized employees, clinical and administrative staff, and contractors who need to have access to the Third-Party Materials in order to perform their duties on behalf of Customer and who are bound by obligations of confidentiality with respect to use of the Third-Party Materials which are no less restrictive than the terms of these terms;
4. Customer acknowledges and agrees that U.S. export control laws and other applicable export and import laws govern its use of the Third-Party Materials and Customer will neither export or re-export, directly or indirectly, the Third-Party Materials, nor any direct product thereof in violation of such laws, or use the Third-Party Materials for any purpose prohibited by such laws;
5. Customer acknowledges that a special security program or code ("Key") may be required to operate the Third-Party Materials, and that any such Key may prevent the Third-Party Materials from operating on any configuration other than the authorized equipment or for more than the maximum number of authorized users;
6. MatrixCare, and the provider of the Third-Party Materials, disclaim, to the extent permitted by applicable law, all warranties and conditions except that (a) each Third-Party Materials will operate without a Documented Defect (i.e., a material deviation between the then-current, general release version of the Third-Party Materials and its Documentation) for which Documented Defect there has been given enough information to replicate the deviation on a computer configuration which is both substantially similar to the equipment for a period of ninety (90) days from the Delivery Date, and (b) the media on which the Third-Party Materials is delivered will be free of material defects in material and workmanship for a period of ninety (90) days from the Delivery Date. The sole obligation with respect to a breach of either of the foregoing warranties shall be for MatrixCare to repair or replace the Third-Party Materials or media giving rise to the breach of warranty. The remedies in this section are exclusive and in lieu of all other remedies, and represent the sole obligations for a breach of the foregoing warranties. Customer must provide notice of any warranty claim within the warranty period;
7. **DISCLAIMER OF WARRANTY.** The limited warranties in this section are made to Customer exclusively and are in lieu of all other warranties. There are no other warranties whatsoever, express or implied, with regard to the Third-Party Materials, in whole or in part, or any other matter under this Agreement. There are no other warranties whatsoever, express or implied, with regard to the Third-Party Materials, in whole or in part, or any other matter under this Agreement, and MatrixCare and its third party providers and/or licensors explicitly disclaim all warranties of non-infringement, merchantability and fitness for a particular purpose. MatrixCare and its third party providers and/or licensors do not warrant that the Third-Party Materials will be error free, will operate without interruption, will be compatible with any hardware or systems or software configurations other than the authorized equipment, or will meet Customer's requirements;
8. **LIMITATIONS ON DAMAGES.** In no event, shall MatrixCare or its third party providers and/or licensors be liable for any incidental, special, punitive, indirect or consequential damages or damages for lost profits, whether based on breach of contract, tort (including negligence), product liability, or otherwise, and whether or not MatrixCare or its third party providers has been advised of the possibility of such damages. The total liability of MatrixCare and its third party providers and/or licensors in connection with the Third-Party Materials, this license, or any other matter relating to this Agreement (whatever that basis for the cause of action) shall not exceed the fee that Customer actually paid to MatrixCare for the Third-Party Materials giving rise to the liability.