

BY CLICKING ON “I AGREE” BELOW OR OTHERWISE DOWNLOADING, ACCESSING AND/OR USING THE CARE CONTINUITY PROGRAM, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS OF USE OF THE CARE CONTINUITY PROGRAM (THE “TERMS OF SERVICE”). IF YOU DO NOT AGREE TO THE TERMS OF SERVICE, CLICK “I DON’T AGREE” AND DO NOT ACCESS OR USE THE CARE CONTINUITY PROGRAM.

1. General. Welcome to The Care Continuity Program (hereinafter the “Program”). The Program offers support services and compliance tools for health care providers who prescribe controlled substances. By checking the box below, you are authorizing each of your enrolling physicians and/or the physicians you select during the online enrollment process (hereinafter, collectively, “Health Care Providers”) to use and disclose to Sure Med Compliance, LLC (hereinafter “Sure Med”) and Clarity, LLC (hereinafter “Clarity”) your medical information and any other information necessary to facilitate your participation in the Program. You are also authorizing Sure Med and Clarity to disclose all information collected through the Program, including information you supply to a Care Continuity Program Representative, to your Health Care Providers. You also understand and agree to the following: Unless you have authorized us to share it for marketing purposes, your protected health information will only be disclosed to your Health Care Providers, Sure Med and Clarity. All services through the Program are provided subject to the terms of this Terms of Service Agreement. Sure Med reserves the right, at its discretion, to change this Agreement on a going-forward basis at any time by providing notice to you. In the event that a change to this Agreement materially modifies your rights or obligations, Sure Med will make reasonable efforts to notify you of such change. Sure Med may provide notice through a pop-up or banner within the Program, by sending an email to any address you may have used to register for access, or through other similar mechanism. Additionally, if the changed Agreement materially modifies your rights or obligations, Sure Med may require you to provide consent by accepting the changed Agreement. If Sure Med requires your acceptance of the changed Agreement, changes are effective only after your acceptance. If you do not accept the changed Agreement, Sure Med may terminate your access to and use of the Program. All other changes are effective upon the earlier of your acceptance of the modified Agreement, your use of the Program with actual knowledge of the change, or thirty (30) days following publication of the modified Agreement. Disputes arising under this Agreement will be resolved in accordance with the Agreement in effect at the time the dispute arose.

2. Rights. The Program is owned by Sure Med and contains material which is derived in whole or in part from Sure Med and other sources and is protected by international copyright, trademark and other intellectual property laws. You may not modify, copy, reproduce, republish, upload, post, transmit or distribute in any way any content or material from the Program including code and software. Sure Med reserves all right, title and interest in and to the Program, including all related intellectual property rights. No rights are granted to any user, whether by implication, estoppel, or otherwise. All enhancements, modifications, and derivative works made to the Program (collectively, the “Derivatives”), and all intellectual property rights therein, shall be owned by Sure Med, whether or not such Derivatives are made at any user’s request or instruction.

3. Restrictions. You shall not (i) modify or create derivate works based on the Program, (ii) reverse engineer the Program, or (iii) access the Program in order to (a) build a similar or competitive product or service to the Program, (b) carry out benchmarking of the Program, including by monitoring its availability, performance or functionality, or (c) copy any features, functions or graphics of the Program.

4. Limitation of Liability. Under no circumstances, including, but not limited to negligence, shall Sure Med, its subsidiary and/or parent companies or affiliates be liable for any direct, indirect, incidental, special or consequential damages that result from the use of, or the inability to use the Program. If you are dissatisfied with any material, or with, any of the Program's terms and conditions, your sole and exclusive remedy is to discontinue using the Program. Your use of the Program also signifies your release of Sure Med and its affiliates from any damages that you incur, and agree not to assert any claims against them, arising from your use of the Program.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SURE MED, ITS AFFILIATES AND ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, MANAGERS, MEMBERS, OWNERS, EMPLOYEES, AGENTS, CONTRACTORS AND OTHER REPRESENTATIVES (THE "SURE MED PARTIES") MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH OF THE SURE MED PARTIES SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION: THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PROGRAM, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION THAT THE USE OF THE PROGRAM WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE; OR WITH RESPECT TO ANY USER DATA OR OTHER THIRD PARTY CONTENT THAT MAY BE ACCESSED, PROVIDED, OR MADE AVAILABLE; OR ANY THIRD PARTY SERVICES ACCESSED OR USED, IN CONNECTION WITH THE PROGRAM; AND HEREBY EXPRESSLY DISCLAIMS ANY LIABILITY WITH RESPECT THERETO. THE SURE MED PARTIES WILL NOT BE LIABLE TO YOU FOR ANY LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS OR SERVICES, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, INCIDENTAL, PUNITIVE, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF DATA, OR INTERRUPTION OF BUSINESS, EVEN IF THE SURE MED PARTIES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER THEORY OF CONTRACT, TORT STRICT LIABILITY OR OTHERWISE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE SURE MED PARTIES HAVE ANY LIABILITY TO USER OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED, WHETHER ARISING AS A RESULT OF STATUTE, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY, RELATING TO THIS AGREEMENT OR THE PROGRAM, WHETHER OR NOT THE SURE MED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ANY SURE MED PARTIES' AGGREGATE TOTAL LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF THIS AGREEMENT OR RELATING TO THE PROGRAM, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY RECEIVED BY THE SURE MED PARTIES WITH RESPECT TO YOUR USE OF THE PROGRAM GIVING RISE TO THE APPLICABLE CLAIM DURING THE ONE (1) MONTH PRIOR TO THE DATE ON WHICH SUCH CLAIM OR CAUSE OF ACTION AROSE. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF YOUR REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

5. Privacy. You understand that any information disclosed while speaking to a Care Continuity Program Representative may be shared with your Health Care Provider(s) at any time. The Program may utilize disclosed information to provide directed marketing and advertising to your Health Care Provider(s) whether on behalf of the Program or on behalf of marketing partners of the Program. No protected personal information provided by you will be directly or indirectly shared with any party other than your Health Care Provider(s).

6. Disclaimer. You do not have to complete this authorization. However, if you do not complete this authorization, you will not be allowed to participate in the Program. You should discuss with your Health Care Provider(s) whether your participation in the Program will affect your treatment options. Sure Med does not make decisions about your healthcare treatment. These decisions will ultimately be made by you and your Health Care Provider(s).

7. Termination. This agreement is effective until terminated by Sure Med at any time without notice. In the event of termination, you will no longer be authorized to access the Program and all and all restrictions imposed on you with respect to your prior use of the Program, shall survive.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without application of conflicts of laws rules or principles. Any dispute relating to the terms, interpretation or performance of this Agreement (other than claims for injunctive relief or other equitable remedies) will be submitted at the request of either party to binding arbitration. Arbitration will be conducted in Mobile, Alabama, under the rules and procedures of the American Arbitration Association ("AAA"). The parties will request that AAA appoint a single arbitrator. Any claims for injunctive or other equitable relief shall be brought and heard in the state or federal courts located in Mobile, Alabama, and you consent to such venue and personal jurisdiction therein for any such proceedings. YOU HEREBY IRREVOCABLY WAIVE THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST SURE MED INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. In the event any provision of this Agreement is held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of this Agreement will remain in full force and effect. The waiver of any breach or default of this Agreement will not be valid unless given in writing signed by the party giving the waiver and shall not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party. A printed version of this Agreement

and of any notice given in electronic form shall be admissible in any legal proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

9. Severability. If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

If you are in agreement with these Terms & Conditions, please click “I Agree” below. If you do not agree with these Terms & Conditions, click on the button below that says, “No, thank you,” in which case will you be returned to the Program’s home page.

This authorization will remain in effect until you are no longer participating in the Program, at which time it will expire. You may cancel this authorization at any time by contacting your enrolling Health Care Provider. If you cancel, your Health Care Provider will not further disclose your information, unless you have authorized us to use your information for marketing purposes and have not revoked that authorization, in which case Sure Med Compliance, LLC retains the right to use and disclose aggregated information (which will not identify you by name, email address, or social security number). Cancellation will cause you to be ineligible to participate in the Program and may impact your future health care, at your Health Care Provider’s discretion. You may obtain a copy of this authorization from your Health Care Provider.