

CurrentCare for Me User Agreement

This CurrentCare for Me User Agreement is entered into as of the date signed below (the “Effective Date”) between Rhode Island Quality Institute (“RIQI”) and the user (“Subscriber”) of CurrentCare for Me.

1. Subscription Service. Subject to the terms and conditions of this Agreement and during the Term only, RIQI hereby provides Subscriber with (i) a limited, non-exclusive and terminable license to access and to use CurrentCare for Me solely for Subscriber’s personal use. RIQI shall host CurrentCare for Me and may update the functionality and user interface of CurrentCare for Me from time to time in its sole discretion and in accordance with this Agreement as part of its ongoing mission to improve CurrentCare for Me and Subscribers’ use of CurrentCare for Me.

2. Restrictions. Subscriber shall not, nor assist another to, copy, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile CurrentCare for Me or otherwise attempt to discover the source code thereof. Subscriber agrees that, as between RIQI, and Subscriber, RIQI shall own all rights, title and interest in and to CurrentCare for Me.

3. Data Storage, License from Subscriber. RIQI shall, at least daily, back up Subscriber Data and store such data. RIQI shall, in addition, deploy data replication techniques to ensure that current data is stored on multiple storage devices. Subject to the terms and conditions of this Agreement, Subscriber grants RIQI a limited, non-exclusive license to copy, store, record, transmit, maintain, display, view, print, or otherwise use Subscriber Data to the extent necessary to perform its obligations under this Agreement.

4. Term

4.1. Term of Agreement. The term of this Agreement is from the commencement of the Subscriber’s use of CurrentCare for Me, unless earlier terminated pursuant to Section 6, and will automatically extend for successive renewal terms of one (1) year each (“Renewal Term”) (collectively “Term”), unless Subscriber or RIQI provides written notice of non-renewal to the other party at least six (6) months before the expiration of the then current term. CurrentCare for Me Subscribers, however, are permitted to cancel their accounts at any time prior to the automatic renewal date.

5. Terms of Service.

5.1. Subscriber Internet Access. Subscriber must have access to the Internet to use CurrentCare for Me. RIQI cannot guarantee optimal performance.

5.2. Accuracy of Subscriber’s Contact Information. Subscriber agrees to provide accurate, current and complete information on all information provided by Subscriber, and maintain and promptly update this information if it should change.

5.3. E-mail. Subscriber agrees that RIQI may provide any and all notices, statements, and other communications to Subscriber by e-mail at the e-mail address provided in Subscriber’s

account. RIQI shall be entitled to rely and act on all information and instructions provided to RIQI from the e-mail address provided in Subscriber's account.

5.4. Passwords, Access, and Notification. Subscriber must provide and assign a unique password, e-mail address and user name for use of CurrentCare for Me. Subscriber is solely responsible for the confidentiality and use of all such passwords, e-mail addresses and user names. Subscriber shall not share his or her username or password with another individual. Subscriber shall immediately notify RIQI if Subscriber becomes aware of any loss, theft or unauthorized use of any of such passwords, e-mail addresses or user names or unauthorized access to your CurrentCare for Me account.

5.5. Subscriber's Lawful Conduct. CurrentCare for Me allows Subscriber to send Electronic Communications directly to CurrentCare for Me. Subscriber agrees to comply with all applicable laws and governmental regulations relating to Electronic Communications. Subscriber agrees not to access CurrentCare for Me by any means other than through the interfaces provided by CurrentCare for Me. Subscriber shall not license, rent, sell, lease, transfer, assign, distribute, display, host, outsource, disclose, or otherwise commercially exploit or make CurrentCare for Me available to any third party or unauthorized user, including but not limited to, by "mirroring" or "framing" any part of CurrentCare for Me, or by creating Internet links to CurrentCare for Me which include log-in information, user names, passwords, and/or secure cookies. Subscriber shall not upload, post, reproduce or distribute any information, CurrentCare for Me or other material protected by copyright or any other intellectual property right (including but not limited to rights of publicity and privacy) without first obtaining the permission of the owner of such rights. Subscriber shall not in any way express or imply that any opinions contained in Subscriber's Electronic Communications are endorsed by CurrentCare for Me. Neither Subscriber, nor someone acting on Subscriber's behalf, may use CurrentCare for Me to target for solicitation any CurrentCare for Me subscribers for purposes of providing any competitive product. Subscriber shall ensure that any use of CurrentCare for Me by Subscriber's agents is in accordance with the terms and conditions of this Agreement.

5.6. Third-Party Web Browser. Subscriber agrees to use a third party web browser necessary for accessing CurrentCare for Me, including, but not limited to, a web browser that supports a data security protocol compatible with the protocol used by CurrentCare for Me. Until notified otherwise by RIQI, Subscriber agrees to use a web browser that supports the Secure Socket Layer (SSL) protocol or other protocols accepted by RIQI and to follow logon procedures for services that support such protocols. RIQI shall not be responsible for notifying Subscriber of any upgrades, fixes or enhancements to any such web browser or for any compromise of data transmitted across computer networks or telecommunications facilities, including, but not limited to, the Internet, which are not owned or operated by RIQI.

5.7. Transmission of Data. Subscriber understands that the technical processing and transmission of Subscriber's Electronic Communications is fundamentally necessary to Subscriber's use of CurrentCare for Me. Subscriber expressly consents to RIQI's interception and storage of Electronic Communications and/or Subscriber Data, and Subscriber acknowledges and understands that Subscriber's Electronic Communications will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by RIQI. Subscriber acknowledges and understands that changes to Subscriber's Electronic

Communications may occur in order to conform and adapt such data to the technical requirements of connecting networks or devices. Subscriber further acknowledges and understands that Electronic Communications may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone, or other electronic means. RIQI shall not be responsible for any Electronic Communications and/or Subscriber Data which are delayed, lost, altered, intercepted or stored during the transmission of same across networks not owned or operated by RIQI, including, but not limited to, the Internet.

5.8. Links/Third-Party Data. CurrentCare for Me may provide, or third parties may provide, links to other websites or resources. RIQI shall not be responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. In addition, RIQI shall have no liability with respect to third party internet sites.

5.9. Confidentiality. Subscriber Data stored by CurrentCare for Me shall be deemed Confidential Information, except to the extent such information is (a) generally available to the public on a non-confidential basis through no fault of RIQI, its independent contractors, agents or representatives, (b) independently developed by RIQI, its independent contractors, agents or representatives without benefit of Subscriber Data, (c) rightfully received from another source on a non-confidential basis, (d) required to be disclosed pursuant to applicable law or governmental regulation, or (e) permitted by Subscriber to be disclosed. RIQI shall not disclose Confidential Information to any third party except third parties you have authorized to have access to CurrentCare for Me. RIQI shall implement reasonable security measures to protect Confidential Information and prevent its unauthorized disclosure. In the event RIQI discovers a breach of security relating to Confidential Information, RIQI shall promptly (a) notify Subscriber of such breach, including the extent of such breach and the information disclosed, lost, compromised or stolen, (b) investigate such breach, and (c) provide Subscriber with a report outlining measures to be implemented to protect against the recurrence of such breach. RIQI shall comply with applicable state and federal privacy regulations.

6. Suspension/Termination.

6.1. Suspension for Ongoing Harm. If Subscriber or anyone using Subscriber's username and password causes or uses CurrentCare for Me's owned or controlled portal to be used in a denial of service attack, spamming or any illegal activity (collectively, "Harmful Activity"), CurrentCare for Me may temporarily suspend a Subscriber's CurrentCare for Me account immediately upon identifying the problem(s). Subscriber must cause the Harmful Activity to cease within 72 hours. If Subscriber fails to do so, RIQI may indefinitely suspend Subscriber's access to CurrentCare for Me and the facility hosting same until Subscriber has taken action that prevents continued Harmful Activity, provided, however, that such suspension of access will be as minimal as required, and only to the extent required to prevent the Harmful Activity. In such event, the parties will work together diligently and in good faith to resolve the issues causing the suspension. Upon such resolution, RIQI will promptly restore Subscriber's access to CurrentCare for Me and hosting facility. Subscriber shall indemnify and hold harmless RIQI from such Harmful Activity.

6.2. Modification to or Discontinuation of the CurrentCare for Me. RIQI reserves the right at any time and from time to time to modify, temporarily or permanently, CurrentCare for Me. In the event that RIQI modifies CurrentCare for Me in a manner which removes or disables a feature or functionality on which Subscriber materially relies, RIQI, at Subscriber's request, shall use commercially reasonable efforts to substantially restore such functionality to Subscriber. In the event that RIQI is unable to substantially restore such functionality (unless enjoined from doing so by a court of competent jurisdiction), Subscriber shall have the right to terminate the Agreement.

7. Warranties, Limitations and Exclusions.

7.1. Warranty. RIQI does not warrant that CurrentCare for Me will be error-free. Subscriber's sole and exclusive remedy for CurrentCare for Me's breach of the warranty contained in this section shall be that RIQI shall be required to use commercially reasonable efforts to modify CurrentCare for Me to achieve reasonable functionality and if RIQI is unable to provide such functionality, Subscriber shall be entitled to terminate the Agreement.

7.2. Security, Data Integrity and Backup Warranty. RIQI shall use commercially reasonable efforts to safeguard and accurately maintain the integrity of Subscriber Data, utilizing, at a minimum, industry standard security and backup procedures.

7.3. Limitation of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CURRENTCARE FOR ME IS MADE AVAILABLE FOR SUBSCRIBER'S USE ON AN "AS IS" BASIS AND RIQI MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO SAME. RIQI DOES NOT WARRANT THAT CURRENTCARE FOR ME IS ERROR-FREE OR THAT IT WILL MEET SUBSCRIBER'S REQUIREMENTS. NO EMPLOYEE, AGENT OR REPRESENTATIVE OF RIQI HAS AUTHORITY TO BIND RIQI TO ANY ADDITIONAL OR OTHER REPRESENTATION OR WARRANTY CONCERNING CURRENTCARE FOR ME.

7.4. Excluded Damages. IN NO EVENT SHALL RIQI BE LIABLE FOR ANY INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND LOST REVENUE) EVEN IF SUCH HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE CLAIMS OR LOSSES.

8. Miscellaneous

8.1. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island without giving effect to principles of conflicts of laws. In the event of any civil action, venue and jurisdiction shall be had in the state courts of Rhode Island.

8.2. Entire Agreement. This Agreement incorporates Subscriber's CurrentCare enrollment form, CurrentCare for Me's Site Privacy Policy and Terms of Use and Conditions which constitutes the entire agreement between the parties to this Agreement with respect to the subject matter of this Agreement and supersedes any and all prior and contemporaneous representations, proposals, agreements, negotiations, advertisements, statements or understandings, whether oral or written made in respect of the subject matter hereof. This

Agreement may not be amended by a purchase order or other similar document, unless same is duly signed by authorized signatories of both parties.

8.3. Notice. Any notices required or permitted under this Agreement must be in writing (which includes e-mail and fax) and will be effective when received at the receiving party's address as herein noted.

8.4. Survival. Sections 2, 3, 5.2, 5.4, 5.5, 6.1, 7.1, 7.3, 7.4, and 8 shall survive termination of this Agreement.

8.5. Severability. If any provision of this Agreement is held to be unenforceable on its face, all other provisions will nevertheless continue in full force and effect and said unenforceable provision, if possible, shall be construed in such a way as to be enforceable and most closely express the intent of the provision on its face.

8.6. Assignment. Except as otherwise permitted by this Agreement, Subscriber shall not assign, sublicense or otherwise transfer in whole or in part, whether voluntary, involuntary by operation of law or otherwise, this Agreement or any of its rights under this Agreement without the prior written consent of RIQI, which shall not be unreasonably withheld.

8.7. Waiver. No delay or failure of either party in exercising any right under this Agreement, nor any partial exercise of a party's rights, will be deemed to constitute a waiver of any rights granted under this Agreement or at law.

8.8. Headings. Headings are for convenience only and shall not be used in the interpretation of this Agreement.

9. Definitions.

A. "Subscriber Data" shall mean any Subscriber data or information of any nature whatsoever transmitted to and maintained by CurrentCare for Me.

B. "Electronic Communications" shall mean any electronic or digital transfer of signs, signals, text, images, sounds, data or intelligence of any nature.

C. "User" means an individual who enters a user name and password in order to gain access to CurrentCare for Me. User names and passwords must be unique and not be shared by, between or among individuals. A User must logoff or logout of CurrentCare for Me before again entering a user name and password to gain access to CurrentCare for Me.

THE SUBSCRIBER ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS.