

Welcome to your Trial Account for Velocity, Veda's proprietary roster ingestion engine that automates the intake, validation, and enhancement of provider roster data. During the Trial Period, let us show you how Velocity can replace the manual workflows to which you may be accustomed. You will see how Velocity can (1) automatically format your rosters for ingestion into your downstream systems; (2) validate the data contained therein to ensure your roster information is up-to-date and accurate; and (3) if updating is needed, enhance your roster data with the best available answer for the data element in question.

Since this is a free trial, you will be experiencing each feature of Velocity, but in a somewhat limited capacity. If you like what you see, we can quickly set you up with a subscription to continue using Velocity, but with enhanced access to its full suite of functionality.

The terms below will govern your use of Velocity during the Trial Period.

Let's get started!

Terms of Use.

These Terms of Use (the "Terms") constitute the sole and entire agreement between Veda Data Solutions, Inc. ("Veda") and you (the "User" or "you") with respect to the evaluation of Velocity during the Trial Period. These Terms supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, between you and Veda.

By accessing Velocity during the Trial Period, you are acknowledging that you have read, understand and agree to be bound by these Terms. If you do not agree to any of these Terms, you may not access or otherwise use Velocity.

Definitions. As used in these Terms:

"Velocity" means Veda's proprietary roster ingestion platform, as initially made available to you, together with all improvements, enhancements, developments, derivative works, and other modifications thereto, whether developed during the Trial Period or otherwise, and whether or not developed with User feedback or input.

"Intended Purpose" means User's use of Velocity to test its functionality with regard to a maximum of 20 provider rosters during the Trial Period.

"Trial Period" means the trial period commencing on the date that User first accesses Velocity and ending at the earlier of (i) 90 calendar days thereafter or (ii) User has reached the 20 roster processing limit.

"User Data" means any provider data provided by you and ingested by Velocity during the Trial Period.

Access to Velocity.

During the Trial Period, Veda will provide you with a no-cost, revocable, and non-transferable license to access Velocity solely for the Intended Purpose, in accordance

with these Terms. Each company or organization will be permitted to have one User only, and each User will be limited to one Trial Period.

Conclusion of Trial Period.

If you would like to continue using Velocity after the Trial Period, you may separately contract for a paid subscription for Velocity by contacting a member of Veda's Sales team. The terms and conditions of such subscription will be governed by a separately executed, mutually acceptable license agreement between you and Veda.

Data Ownership and Destruction.

As between you and Veda, you will retain ownership to all User Data. Your User Data will not be commingled by Veda with any other data and Veda will not sell, license, or otherwise convey User Data to any third party. However, you grant Veda a non-exclusive, non-transferable, non-sublicensable license to access and use the User Data during the Trial Period. At the conclusion of the Trial Period, Veda will destroy all User Data uploaded to Velocity, and will not retain or otherwise use User Data for any purpose.

Confidentiality and Security.

Veda considers all User Data to be confidential and proprietary to its users. Veda employs strict protocols and safeguards to ensure your User Data is kept private and safe. Veda tightly controls access to User Data and only allows those employees who have an approved need to access User Data. Veda is also HITRUST certified, so your data is maintained in accordance with the highest industry security standards.

In addition, through the Trial Period, you will be exposed to materials and information considered to be confidential to Veda, including, without limitation, the Velocity platform, information concerning the architecture, operation, and performance of Velocity, and other information generally treated by businesses in a confidential and proprietary manner. You agree not to disclose such information to any third party and not to use such information for any purpose other than as provided in this Agreement.

Legal Compliance.

User and Veda will each comply with all applicable laws and regulations with respect to the use of Velocity. Veda may terminate User's access to Velocity, in its sole discretion, for any use of Velocity in a way that violates applicable laws and regulations or these Terms, or any instance of posting or uploading material that infringes or is alleged to infringe on the copyright or trademark rights of any person or entity.

Restrictions on Use.

You agree to use Velocity and the data outputs that it produces solely for your own internal business purposes, and not for any other commercial purpose. You agree not to (a) sell, resell, license, sublicense, lease, lend, distribute, demonstrate, or otherwise transfer or provide access to Velocity to any third party; (b) publish or otherwise disclose information relating to the performance, quality, or capability of Velocity to any third party; (c) modify,

reuse, disassemble, decompile, reverse engineer or otherwise translate any software or algorithms contained within Velocity or any portion thereof; (d) create derivative works based on Velocity or its outputs; or (e) delete, alter, cover, or distort any copyright, trademark, or other proprietary rights notice placed by Veda on or in Velocity.

Intellectual Property.

Veda owns and will retain all right, title and interest in and to all intellectual property rights embodied in and appertaining to Velocity, including, without limitation, all such rights in the software, algorithms, workflows, applications, tools, and all elements of the foregoing.

Availability of Service.

You agree that Velocity may be unavailable at times. Reasons for such unavailability may be related to security, technical, or legal issues. You agree that Veda is not required to inform you of any such periods of unavailability even if anticipated or planned by Veda, and you release Veda from any liability relating to such unavailability.

Representations and Warranties.

Veda represents and warrants to User that it holds all rights necessary to grant the license set forth herein and to provide Velocity as contemplated by these Terms. VELOCITY IS OTHERWISE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. VEDA MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO VELOCITY, AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

You represent and warrant that (i) you have the right, authority and capacity to agree to and abide by these Terms; (ii) there is no other existing contract or duty on your part that conflicts with or is inconsistent with these Terms; and (iii) your use of Velocity and agreement to these Terms will not obligate you to violate or breach any obligations with a third party, including obligations of confidentiality.

Limitations on Liability.

To the extent permitted by law, in no event will either Veda or User be liable for any indirect, punitive, or consequential damages, including lost profits or business opportunities.