

iCustomer Portal User Agreement

Terms & Conditions

PLEASE READ THESE TERMS OF USE (the "Agreement") CAREFULLY BEFORE ACCESSING OR USING THIS PORTAL.

DST Health Solutions, LLC and/or its affiliated companies (herein referred to as "DSTHS", "we", "us", and/or "our") operate this iCustomer portal and the pages thereof (collectively, the "Portal") in order to provide information about and/or to deliver products and services offered by DSTHS and its affiliates to its customers. For the purposes of this agreement, "Customer" shall refer to the entity that has contracted with DSTHS for products or services and has given you authorization to use the Portal in conjunction with such product or service. Your use of the Portal is subject to all of the terms and conditions of use which are set forth in detail below. By accessing or using the Portal, you are granted a limited license to access the Portal subject to the acceptance and compliance with the terms.

Access

The Portal is provided for the use of DSTHS customers and is permitted to be used only by authorized users. At the request of Customer, DSTHS will provide you with access to the Portal and assign you a unique identifier or login and password to facilitate your access to and use of the Portal in accordance with the terms and conditions of this Agreement. The Portal may only be accessed through a secure connection to DSTHS. Each user is completely responsible for all activities that occur under the login of such user. Each user who gains access to the Portal agrees and acknowledges that such user (1) has read and understands the Agreement, (2) gained access to the Portal through legal and appropriate means, (3) gained access to the Portal only through the use of information such user owned or legally possessed and had the right to use in connection with the use of the Portal, (4) is authorized legally to view the information with respect to the account accessed by such use and to undertake any of the actions with respect to such account that such user takes, (5) will maintain the confidentiality and privacy in all respects with the Privacy Laws and Privacy Practices and Non-Disclosure of Confidential Information sections below.

IF YOU ARE NOT AUTHORIZED TO USE THE PORTAL, YOU SHOULD TERMINATE YOUR USE OF THE PORTAL IMMEDIATELY. BY ACCESSING THE PORTAL YOU ARE INDICATING YOU HAVE AUTHORIZATION TO DO SO ON BEHALF OF CUSTOMER AND YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT WISH TO AGREE TO THE TERMS OF THIS AGREEMENT, YOU SHOULD IMMEDIATELY DISCONTINUE USING AND ACCESSING THE PORTAL. WE MAY MODIFY THIS AGREEMENT AT ANY TIME AND FROM TIME TO TIME IN OUR SOLE DISCRETION. YOU SHOULD REVIEW THIS AGREEMENT CAREFULLY PRIOR TO EVERY LOGIN IN ORDER TO MAKE SURE THAT YOU ARE AWARE OF THE MOST CURRENT TERMS AND CONDITIONS FOR THE USE OF THE PORTAL. ANY USE OR VIEWING OF THE PORTAL BY YOU AFTER ANY CHANGE TO THIS AGREEMENT, WHETHER OR NOT YOU HAVE REVIEWED THE AMENDED AGREEMENT, CONSTITUTES YOUR ACCEPTANCE OF THE AGREEMENT AS CHANGED.

You also agree and acknowledge that from time to time the Portal may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions, (ii) periodic maintenance procedures or repairs which may be undertaken from time to time, or (iii) causes which are beyond our control or which are not reasonably foreseeable. We may discontinue the operation, maintenance or

provision of the Portal, any pages thereof, and/or any related content, features, products or services, or the terms thereof, at any time without notice or liability to you or any third party.

You are responsible for obtaining and maintaining all telephone equipment and services, internet connection services, computer hardware and software, and other equipment necessary for you to access and use the Portal. We are not responsible or liable to you for any errors or failures resulting from defects in or malfunction of your computer or related equipment or services, nor are we responsible or liable to you for any computer virus or related problems that may be associated with the use of an online system.

Ownership of Content

You acknowledge and agree that DSTHS, our licensors, and/or our services providers own all rights to the Portal and the content and works of authorship displayed on the Portal, including, without limitation, text, software, photos, images, sound recordings and graphics (collectively, the "Site Property"), and such Site Property is protected by United States and international copyright laws. You are authorized to access, view and use the Site Property only for permitted uses pursuant to the terms of this Agreement or pursuant to the express terms of use regarding any specific product or service available through the Portal. Unless otherwise expressly authorized, you may not copy, reproduce, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, commercially exploit, or create derivative works from any Site Property in any form. You further agree not to reverse engineer or reverse compile any of our technology, including but not limited to, any Java applets associated with the Site Property. You further acknowledge and agree that the DSTHS names and logos and all related product and service names, design marks and slogans, as well as other trade and service marks appearing on the Portal (collectively, the "Marks"), are the property of DSTHS, our licensors and/or our service providers. You are not authorized to use such Marks without our prior express written consent and/or the prior express written consent of the owner of the applicable Mark. You acknowledge that, except as expressly provided in this Agreement, we have granted you no license or rights whatsoever in or to any Site Property or Marks, and we and/or our licensors and service providers retain all rights therein.

Permitted Use

You may only access and use the Portal for its intended purpose as contemplated by DSTHS and Customer. You may use the technical documentation posted therein as a reference and guide for Customer's permitted use, support and licensure of DSTHS products and services. If DSTHS includes a news group in the Portal to participate in discussions about DSTHS products and services with DSTHS and other DSTHS customers who also agree to abide by these terms of use, you may post questions and comments, and responses to any questions or comments posted by DSTHS or any other DSTHS customer in such news group. All questions, comments and responses must be related solely to the permitted use, support or licensure of DSTHS products and services. You may print and copy documents or graphics from the Portal only for the permitted uses described above. You agree that all prints or copies shall contain or refer to the copyright or proprietary notices in the Portal from which it was copied or printed.

We take commercially reasonable measures to protect the security of information electronically transmitted to us through the use of forms integrated into the Portal. However, we advise you to exercise caution when sending us email through the Internet as such transmissions may not be secure. For example, e-mail may be intercepted by a third party or may not be immediately received by the designated person or department. Please do not use e-mail to send us Confidential Information, as defined below, privileged information, information that may need our immediate attention, or information we have required you to send us in a signed writing or by other express means. We will not be liable to you for any losses or damages incurred as a result of the interception or unauthorized use by any third party of any information transmitted by you via insecure e-mail or as a result of your use of e-mail for the

transmission of, or our failure to respond to e-mail that includes, information that we have required you submit through another express means or medium. Please be aware that when you receive a message acknowledging your e-mail, it means that your e-mail has been routed into the Internet and not that the message has been received by us.

You agree that we may disclose any information you submit (i) if we have a right or duty to do so, (ii) if we are compelled or permitted by law to do so, (iii) as directed by you or Customer, and/or (iv) as necessary to provide you or Customer with products or services you have requested. Any information, feedback, questions, concepts, comments, suggestions, ideas or the like which you send to us by or through the Portal, or at any e-mail address we have provided at the Portal, will be treated as being nonconfidential and nonproprietary as to you, and we will be free to use the same or any information contained therein for any purpose whatsoever (including, without limitation, for the purposes of developing, manufacturing and marketing products and services) without paying any compensation to you, and the same shall be deemed our property upon receipt. You acknowledge and agree that we may monitor and keep a record of your use of the Portal.

Prohibited Use

You will not access or use the Portal for any purpose other than the permitted uses described in the Permitted Use Section of this Agreement. Without limiting the foregoing sentence, you agree you will not: (i) use the Portal for personal communications or any communication which does not concern DSTHS and DSTHS products and services; (ii) modify any question, comment, response or other document after it has been posted to the Portal; (iii) assist or permit any person not authorized by Customer or any other entity to access or use the Portal; (iv) transmit any worms, viruses or other disabling devices to, or otherwise interfere with or disrupt, the Portal; (v) Print or copy documents created by parties other than DSTHS and appearing in the Portal, unless otherwise authorized in advance by DSTHS; (vi) revise, delete or otherwise alter the format or content of the website through which the Portal is conducted; or (vii) transmit any program code (source or machine readable) to, or download or otherwise copy any such material from, the Portal, unless authorized in advance by DSTHS.

You agree not to use the Portal for illegal purposes or for the transmission of material that is unlawful, harassing, libelous (untrue and damaging to others), invasive of another's privacy, abusive, threatening, or obscene, or that infringes the rights of others. You also agree that your use of the Portal is on behalf of Customer and that you will not resell or assign use of the Portal or make any unauthorized commercial use of the Portal. You agree that we may display advertisements and promotions of all kinds on the Portal, and you agree not to disable any technology required or utilized to serve or display such advertising.

Not all products and services described in the Portal are available in all geographic areas, and the terms of certain products and services may vary from geographic area to area. You may not qualify for certain products and services, and we reserve the right to determine eligibility for any product or service. Products and services described, as well as fees, charges, terms and conditions relating to such products and services, are subject to change without notice. The Portal and/or any products, services or information described or provided therein are not intended to be distributed or made available to or used by any person or entity in any jurisdiction, state or country where such distribution, availability or use would violate applicable law.

DSTHS provides the Portal for use only by persons located within the United States. You shall not export, directly or indirectly, any technical data, or product utilizing such data, acquired through the Portal to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

Review and Retention of Material

DSTHS reserves the right, but has no duty, to monitor electronically the Portal for adherence to the terms and conditions of this Agreement and may disclose any and all data and information posted to the Portal to the extent necessary to protect the rights or property of DSTHS, its affiliates or licensees, or to satisfy any law, regulation or authorized governmental request. DSTHS reserves the right, but has no duty, to prohibit conduct, questions, comments, responses or any communication, data or information posted to the Portal which it deems, in its sole discretion, to be harmful to DSTHS, any affiliate of DSTHS, any licensee or customer thereof or any other third party. You acknowledge that DSTHS does not have the practical ability to restrict conduct, questions, comments, responses or other communication which might violate this Agreement, the rights of other parties or any laws prior to transmission to the Portal or prior to periodic monitoring of its contents by DSTHS. You also acknowledge that DSTHS cannot ensure editing or removal of any inappropriate, questionable or illegal question, comment, response or other communication or material after it has been posted to the Portal. Accordingly, You agree that DSTHS has no liability for any action or inaction with respect to questions, comments, responses, communications or other materials posted to or deleted from the Portal. All questions, comments, responses, communications and other materials posted to any news group established by DSTHS in the Portal will be removed by DSTHS thirty days after they have been posted.

Privacy Laws and Privacy Practices

Some or all of the information accessible through the Portal may constitute Protected Health Information (“PHI”) or electronic protected health information (“E PHI”) within the meaning of the regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and codified at 45 CFR Parts 160 and 164, as amended from time to time or which is non-public personal information (“NPPI”) within the meaning of the regulations promulgated by a state with jurisdiction over this agreement in response to the privacy provisions of the Gramm Leach Bliley Act (“GLBA Privacy Rules”), the Health Information Technology for Economic and Clinical Health (“HITECH”) Act, and other related federal and state laws and regulations (collectively, the “Privacy Laws”). All users of the Portal are required to comply in all respects with the Privacy Laws. For the purposes of this Agreement, any PHI, E PHI or NPPI accessible through the Portal shall be referred to collectively as Protected Information (“PI” or “the PI”).

We treat as confidential all PI contained in the Portal in accordance with privacy practices. You are responsible for maintaining the confidentiality of all information accessed through the Portal and for restricting access to your computer, and are fully responsible for all activities that occur under your login or account. You agree to immediately notify us and Customer of any unauthorized use of your login or account, or any other breach of security. DSTHS will not be liable for any loss or damage arising from your failure to comply with this provision.

Non-Disclosure of Confidential Information

“Confidential Information” means all questions, comments, responses, data, documents, software, unique identifiers or logins and passwords, PI, and all other information posted on, or otherwise available through or relating to the Portal.

With the exclusion of PI, Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available through a source other than the Portal without breach of any obligation owed to DSTHS by you or Customer; (ii) became known to you or Customer from a source

other than the Portal other than by the breach of an obligation of confidentiality owed to DSTHS; or (iii) is independently developed by you or Customer without reference to information obtained from the Portal.

With the exception of PI, all Confidential Information posted to the Portal by DSTHS is and shall remain the property of DSTHS. The posting of Confidential Information to the Portal does not place such material in the public domain or constitute any waiver by DSTHS of any trademark, copyright or other proprietary rights in such material, or the grant of any express or implied right or license to you to, or under, DSTHS's patents, copyrights, trademarks, trade secrets or other intellectual property. You hereby waive any and all copyrights or other proprietary rights to, or restrictions upon the use of any question, comment, response or other data or information posted to the Portal by you, with the exception of PI.

You shall not use any Confidential Information except in connection with your use of DSTHS products and services under written agreement(s) between Customer and DSTHS. All usage of such DSTHS products and services, including any documents or software obtained through the Portal, is limited by the terms and conditions of such written agreement(s). You shall not disclose any Confidential Information to third parties without the prior express written consent of DSTHS. You may disclose the Confidential Information to Customer's employees only as provided below. You shall take reasonable security precautions, at least as great as the precautions you take to protect your own and Customer's confidential information, to keep the Confidential Information protected from disclosure to third parties.

You may disclose Confidential Information only to those employees of Customer who have a need-to-know, and only to such employees who are obligated to maintain the confidentiality of such information and comply with the terms and conditions of this Agreement. You shall be responsible for ensuring compliance by all of Customer's employees with the terms and conditions of this Agreement. Upon Customer's revocation of your authorization to use the Portal, your unique identifier or login and password shall be deleted and verified as deleted in accordance with DSTHS security procedures for the Portal.

You agree to segregate all Confidential Information from materials of other parties in order to prevent commingling. Confidential Information may not be reproduced, summarized or distributed without the prior consent of DSTHS.

Without limiting the foregoing, Confidential Information may not be used by you or Customer: (i) in connection with the solicitation or evaluation of any proposal for the sale of products, systems, goods or services by any competitor of DSTHS; or (ii) in connection with the conduct of any activity similar to the Portal in which a competitor of DSTHS is participating.

Rights and Remedies

You shall notify DSTHS immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by you or Customer, and will cooperate with DSTHS in every respect to help DSTHS regain possession of the Confidential Information and prevent any further unauthorized use of the Portal or the Confidential Information.

Upon receipt of written request by DSTHS, you, Customer, and Customer's employees shall: (i) return to DST any Confidential Information and all copies thereof; (ii) destroy any analyses, compilations, studies or documents in whatever form or media made by you, Customer, or Customer's employees, consultants, agents or representatives containing any Confidential Information; and (iii) provide DSTHS with a written statement certifying compliance with this paragraph.

In the event of any breach of this Agreement by you, DSTHS may immediately revoke your and Customer's access to the Portal without prior notice and terminate this Agreement.

You acknowledge and agree that in the event of any breach or threatened breach of this Agreement, termination of this Agreement, revocation of access, monetary damages and legal remedies may not be sufficient remedies. DSTHS shall be entitled, without waiving any other rights or remedies, to the issuance of an injunction (without payment of any bond or other deposit) for the purpose of preventing any further breach or threatened breach of this Agreement, as well as any other equitable and/or other relief as may be deemed appropriate by a court of competent jurisdiction.

Disclaimer of Warranties and Limitation of Liability

Under no circumstances shall DSTHS be liable for any damages whatsoever, whether direct, indirect, incidental, consequential, special or exemplary (even if DSTHS has been advised of, or has foreseen the possibility of such damages), arising from the access, use, or inability to access or use the Portal and the information on the Portal, including, without limitation, claims for defamation or loss of revenue or anticipated profits or lost business. THE PORTAL IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. DSTHS DOES NOT MAKE, AND DSTHS HEREBY SPECIFICALLY DISCLAIMS TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PORTAL, INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. NO MATERIAL POSTED TO THE PORTAL SHALL CONSTITUTE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO DSTHS OR ANY OTHER PRODUCT OR SERVICE OF DSTHS OR ITS AFFILIATES, NOR SHALL ANY SUCH MATERIAL MODIFY OR AMEND THE TERMS OF ANY LICENSE OR OTHER CONTRACT BETWEEN CUSTOMER AND DSTHS OR ITS AFFILIATES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DSTHS SPECIFICALLY DISCLAIMS ANY WARRANTY REGARDING THE AVAILABILITY OF THE PORTAL AT ANY PARTICULAR TIME OR FOR ANY LENGTH OF TIME. DSTHS DOES NOT WARRANT THAT THE PORTAL, ITS SERVERS, OR E-MAIL SENT FROM DSTHS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS AND ASSUMES NO RESPONSIBILITY, AND IS NOT LIABLE FOR ANY DAMAGE TO, OR VIRUS OR OTHER HARMFUL CODE THAT MAY AFFECT YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY BASED ON YOUR ACCESS TO, OR USE OF, THE PORTAL. THIS ALSO APPLIES TO THE DOWNLOADING OF ANY OBJECTS FROM THE PORTAL.

Any links from the Portal to any website that is not owned, operated, controlled or maintained by us (a "Third Party Site") are provided strictly for convenience. If you click a link for a Third Party Site, you will leave the Portal and enter an external website owned, operated, controlled and/or maintained by a third party that is not affiliated with us and that is solely responsible for its own contractual obligations. We (i) do not control nor are we responsible for the content, products and/or services provided by any Third Party Site, (ii) do not endorse or guarantee the products, information, or recommendations provided by any Third Party Site, and (iii) are not liable for any failure of the products or services advertised on or provided by any Third Party Site. The privacy and information-sharing and security policies and procedures of Third Party Sites are distinct from those of DSTHS, and a Third Party Site may not be as secure as the Portal.

Certain sites accessible on the Internet may contain information or material that may be offensive or inappropriate to some people. We make no effort to review the content of these sites, nor are we responsible for the validity, legality, copyright compliance, or decency of any content contained in these

Third Party Sites. In addition, we are not responsible or liable for any content that may be unlawful, harassing, libelous, privacy invading, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable, nor are we responsible or liable for content that infringes or may infringe upon the intellectual property or other rights of another.

Indemnification

You agree to indemnify and hold DSTHS harmless from any claims, demands, losses, damages, fees or penalties and the cost to investigate and defend same including reasonable attorneys' fees, made by you or any third party due to or arising out of your breach of this Agreement, or your violation of any law or the rights of any third party.

Right to Change the Terms and Conditions

This Agreement constitutes the entire agreement between you and DSTHS regarding the Portal and governs your use of the Portal. This Agreement supersedes any prior Agreement between the parties for access to the Portal. It shall not be modified except by DSTHS. The terms may be updated by us from time to time with notice to you through the login page of the Portal. You agree to review the terms of use then in effect prior to logging into the Portal. You agree to discontinue use of the Portal if you do not accept the modified terms, and your use of the Portal following any such change constitutes your agreement to follow and be bound by the terms and conditions as changed. The modified terms will apply prospectively to your use of the Portal and the prior terms will govern any prior use.

Dispute Resolution by Binding Arbitration

In the event of any dispute, claim question or disagreement arising from or relating to this Agreement or the breach thereof, you agree that you will use your best efforts to settle the dispute, claim, question or disagreement. To this effect, you shall consult and negotiate with DSTHS in good faith and, recognizing our mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If you and DSTHS do not reach such solution within a period of sixty (60) days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with the provisions of its Commercial Arbitration Rules. Any arbitration will take place on an individual basis; class arbitrations and class actions are not permitted. You agree that by entering into this Agreement, you and DSTHS are each waiving the right to a trial by jury or to participate in a class action. The place of arbitration shall be Birmingham, Alabama. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. This agreement governs to the extent it conflicts with the AAA's Commercial Arbitration Rules. To the extent permitted by law, any claim or dispute under this agreement must be filed within one year in an arbitration proceeding. The one year period begins when the claim first could be filed. If a claim is not filed within one year then it is permanently barred.

General Provisions

Different products, features and services available at or through the Portal, and/or different pages or sections of the Portal, may be subject to separate terms and conditions in addition to the terms of this Agreement. In the event of a conflict, such separate terms and conditions will govern and control with respect to the corresponding product, feature, service, page or section. This Agreement is not intended to affect or amend any agreement or contract between you or the Customer and any DSTHS affiliate for the provision of a particular product or service, and our relationship with you and Customer as to such particular product or service shall be governed by the written terms of the agreement or contract

contemplating such product or service. If you should link to or access a separate website maintained by any of the DSTHS affiliates, you should review and will be subject to any terms and conditions applicable to the use of that particular website.

None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of DSTHS, its agents, or employees, but only by an instrument in writing signed by an authorized officer of DSTHS. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

If either party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover the reasonable fees of its attorneys and costs of legal action.

This Agreement shall be construed and controlled by the laws of Alabama without regard to principles of conflicts of law.

Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns. In addition, this Agreement shall inure to the benefit of, and be enforceable by, all DSTHS affiliates that provide DSTHS products and services to Customer.

If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Termination

You agree DSTHS may, in its sole discretion, terminate your access to the Portal or use of the Portal for any reason, including, without limitation, if DSTHS believes that you have violated or acted inconsistently with the letter or spirit of the Agreement. You agree that any termination of your access to the Portal under any provision of this Agreement may be effected without prior notice, and acknowledge and agree that DSTHS may bar any further access to your account or the Portal. Further, you agree that DSTHS shall not be liable to you, Customer, or any third-party for any termination of your access to the Portal. This Agreement shall automatically terminate upon the termination of the last license agreement or service agreement between DSTHS, or any of its affiliates, and Customer then in effect.

Your obligations under this Agreement related to Prohibited Use, Privacy Laws and Privacy Practices, Non-Disclosure of Confidential Information, Rights and Remedies, Indemnification, and Dispute Resolution by Binding Arbitration shall survive any termination of this Agreement by DSTHS.