

2. LICENSE

2.1 AADE Prevention Network License. Subject to the terms and conditions of this Agreement, AADE grants to Subscriber a nonexclusive, limited license to access and use the AADE Prevention Network, DAPS® and any applicable Ancillary Materials during the Term solely for Subscriber's own internal business purposes (the "License").

2.2 DAPS® Access. Subscriber may access and use the DAPS® Database via the AADE Prevention Network only through a secure Internet connection (i.e., a browser with encryption enabled). AADE will provide Subscriber with a personal log-on identification code and confidential password for such access and use. Subscriber acknowledges and agrees that actual access to the AADE Prevention Network and DAPS® may be delayed if Subscriber's technical environment does not conform to AADE's requirements. Subscriber acknowledges and agrees to monitor the use of its log-on identification and password and acknowledges that AADE is not responsible for any access to Subscriber's data using the log-on identification and password.

2.3 License Restrictions. Subscriber will not have the right to grant access to the AADE Prevention Network, or any part thereof, to any third party. Unless otherwise set forth in a written agreement between AADE and Subscriber, Subscriber's access will be limited to information and portions of databases relating solely to Subscriber. Further, Subscriber shall not (a) permit any parent, subsidiary, affiliated entity or other third party to access, view or use the AADE Prevention Network without a prior written agreement approved by AADE; (b) use the AADE Prevention Network to provide hosting, service bureau, time sharing, outsourcing, facility management, training or other services to third parties, or sell, lease, transfer, distribute, license or sublicense the AADE Prevention Network to third parties; (c) publish the results of any AADE Prevention Network performance benchmarks to any third party without AADE's prior written consent; (d) use the AADE Prevention Network for any unlawful purpose and/or in any manner not in accordance with this Agreement; (e) reverse engineer the software that powers the AADE Prevention Network in any manner, including, without limitation, through decompilation or disassembly; (f) edit, modify or create derivative works based on the AADE Prevention Network, it being understood that AADE shall have all right, title or interest in and to all edits, modifications or derivative works based on the AADE Prevention Network.

2.4 Ownership of AADE Prevention Network. AADE will retain all right, title and interest in the AADE Prevention Network, DAPS®, Ancillary Materials and any Updates or subsequent revisions thereof and any other intellectual property of AADE provided to Subscriber, including but not limited to any Intellectual Property Rights now owned or that may be owned in the future by AADE. All rights not expressly granted hereunder are reserved by AADE.

2.5 Updates. During the Term, from time to time, AADE may implement Updates to the AADE Prevention Network, DAPS®, and the Ancillary Materials at its sole discretion.

2.6 User Generated Content. AADE does not ordinarily monitor, filter, censor, edit or regulate information and content provided by third parties on the AADE Prevention Network site, including any such information provided in chat rooms, listservs, bulletin boards or other interactive areas, but reserves the right to do so in its sole discretion. AADE neither endorses nor is it liable for the contents, accuracy or reliability of such information and content.

By participating in interactive portions of the AADE Prevention Network site, Subscriber represents that Subscriber has proper right and authorization to use any information or content Subscriber uploads or posts, and Subscriber automatically grants (or warrants that the owner of such materials has expressly granted) to the AADE an unlimited, royalty-free, irrevocable license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such content into any form, medium, or technology now known or later developed. In addition, Subscriber warrants that all so-called "moral rights" in those materials have been waived. Finally, Subscriber agrees to abide by the following code of conduct:

- Subscriber will not upload or otherwise provide infringing, defamatory, obscene, pornographic, threatening, abusive, illegal or otherwise improper content.

- Subscriber will not upload viruses or harmful components.
- Subscriber will not use the AADE Prevention Network site to further any unlawful purpose or to violate the rights of any party.
- Subscriber will not upload or otherwise provide content with a commercial purpose or attempt to solicit funds or advertise goods and services.
- Subscriber will not utilize the AADE Prevention Network site to engage in communications leading or related to an agreement in restraint of trade, to exchange specific information relating to Subscribers prices, profits, or costs, or in any other manner to limit competition or restrain trade in violation of state and federal antitrust laws.

AADE will assist law-enforcement officials in investigating illegal activity or violations of this Agreement. Any user who believes a violation of this code of conduct has occurred is encouraged to report it to the AADE web editor (insert address).

3. SUBSCRIBER REPRESENTATIONS AND OBLIGATIONS

3.1 Authority and Performance. Subscriber represents and warrants that it has the legal right and authority to enter into this Agreement and perform its obligations hereunder, and that the performance of its obligations and use of the AADE Prevention Network and any Services will not cause a breach of any agreements between Subscriber and any third parties.

3.2 Technical Environment. Subscriber agrees to provide a technical environment for appropriate access to and use of the AADE Prevention Network, including DAPS® and the Ancillary Materials, which environment shall meet all AADE requirements. Subscriber acknowledges that AADE is not responsible for obtaining or selling to Subscriber the hardware, Internet access or any stand-alone third-party software that may be required to meet such requirements, or for providing maintenance or support thereof.

3.3 Access and Use. Subscriber shall only access and use the AADE Prevention Network during the Term and for its intended purposes. Subscriber is solely responsible for maintaining the confidentiality and security of the password used by Subscriber to access the AADE Prevention Network. AADE is not liable for any harm related to theft of Subscriber's password, disclosure of the password or Subscriber's authorization of another person or entity to use the password to access and use Subscriber's data in the AADE Prevention Network or DAPS® Database. If, at any time during the Term, Subscriber suspects that any Subscriber password has been inadvertently or intentionally compromised, Subscriber shall promptly change the password. Subscriber shall notify AADE immediately of any compromise of any Subscriber password, use of a password that is not in accordance with the terms of this Agreement and any breach of confidentiality.

3.4 AADE Publicity. Subscriber agrees that AADE may, from time to time, disclose the name of Subscriber, orally or in print, for promotional and public relations purposes related to the AADE Prevention Network.

3.5 Subscriber Publicity. AADE allows and Subscriber agrees to use the appropriate logo ("AADE Prevention Network – Member" or "AADE Prevention Network – Affiliate") in its materials to identify its participation in the AADE Prevention Network. All use of such logos is subject to AADE's approval. Subscriber agrees to modify or cease any use of the logos as requested by AADE. A color and black and white version of the appropriate logo will be made available to Subscribers. Subscribers may not use the general "AADE Prevention Network" brand logo without written permission.

4. TERM AND TERMINATION

4.1 Term. The initial term of this Agreement will commence on the Effective Date and will terminate twelve (12) months thereafter (such period, the "Initial Term"). Approximately sixty (60) days prior to the expiration of the Initial Term, AADE will contact Subscribers via email as set forth in Section 5.1.

4.2 Termination for Material Breach. Either party may terminate this Agreement if the other party commits a material breach or default (including nonpayment of fees) and fails to remedy such breach or default within thirty (30) days after notice thereof. Notwithstanding the foregoing, either party may terminate this Agreement immediately in the event of a breach by the other party of its obligations under Article 6.

4.3 Termination for Convenience. Either party may terminate this Agreement, with or without cause, at any time without penalty upon thirty (30) days' prior written notice to the other party. The notice shall set forth the effective date of such termination. If Subscriber terminates this Agreement pursuant to this Section, no refund shall be due to Subscriber. In the event AADE terminates this Agreement pursuant to this Section, AADE shall refund to Subscriber a pro-rata amount of the fees paid by Subscriber for the then current Term of this Agreement, pro-rated to reflect the number of full calendar months remaining in the unexpired period of such Term.

4.4 Effect of Termination or Expiration. Upon any termination or expiration of this Agreement, (i) the Services and License shall terminate and (ii) all payment obligations of Subscriber to AADE under this Agreement incurred through the date of termination or expiration will immediately become due. Additionally, within thirty (30) days of any termination or expiration of this Agreement, at Subscriber's written request and expense, AADE shall provide Subscriber with one (1) copy of all of Subscriber's data maintained in the DAPS® database in a mutually agreed electronic format.

5. FEES AND PAYMENT TERMS

5.1 Subscription Fees. The subscription fees payable by Subscriber for the License shall be as set forth on the AADE Prevention Network website for the Initial Term and each renewal Term. Subscriber's access to the AADE Prevention Network is subject to payment of the subscription fees. If Subscriber is a new user of the AADE Prevention Network, upon acceptance of this Agreement Subscriber shall pay AADE the subscription fee for the Initial Term. Prior to the end of each Term, Subscriber shall receive an email from AADE specifying the renewal process. If Subscriber fails to respond and pay the applicable fee, then the License and this Agreement shall automatically terminate at the end of the Term.

5.2 Payment Terms. All payments shall be made in U.S. dollars and shall be non-refundable. Any invoice requested shall be due and payable within thirty (30) days of date of invoice.

5.3 Late Payments. If Subscriber is delinquent in its payments, AADE may, upon written notice, (i) require assurances to secure payment hereunder, and/or (ii) suspend access to and use of the AADE Prevention Network and the provision of some or all of the services to Subscriber.

6. CONFIDENTIAL INFORMATION AND SECURITY

6.1 Confidentiality of Protected Health Information. Each party acknowledges that the privacy regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") require Subscriber and AADE to enter into certain contractual arrangements in order to comply with HIPAA for the DAPS® Database. In consideration of the parties' continuing obligations under this Agreement, the parties agree to the terms and conditions of the Business Associate Agreement attached as Exhibit 1 in order to address the requirements of HIPAA and to protect the interests of both parties.

6.2 AADE Proprietary Information. Subject to Section 6.3, Subscriber will regard any information provided to it by AADE pursuant to this Agreement as proprietary or confidential ("Proprietary Information") and will protect the

confidentiality of the Proprietary Information in the same manner as it protects its own valuable proprietary information and, at a minimum, with reasonable care. Subscriber expressly agrees that the AADE Prevention Network, DAPS® Database System, Ancillary Materials, Updates and the terms and conditions of this Agreement are the Proprietary Information of AADE. Subscriber will not remove or destroy any proprietary markings or restrictive legends reasonably placed upon or contained within the AADE Prevention Network or the Ancillary Materials. Each party agrees, for itself and its agents and employees, to protect the confidentiality of any proprietary information of third parties in its possession and accepts responsibility for any breach of this Agreement by its agents or employees.

6.3 Exceptions. Information will not be deemed Proprietary Information hereunder to the extent such information: (i) is known to Subscriber prior to receipt from AADE directly or indirectly, other than from a source having an obligation of confidentiality to AADE; (ii) becomes known (independently of disclosure by AADE) to Subscriber directly or indirectly from a source other than one having an obligation of confidentiality to AADE; (iii) becomes publicly known or otherwise publicly available, except through a breach of this Agreement by Subscriber; or (iv) is independently developed by Subscriber. Subscriber may disclose Proprietary Information pursuant to the requirements of applicable law, legal process or government regulation, provided that it gives AADE reasonable prior written notice to permit the disclosing party to contest such disclosure, and such disclosure is otherwise limited to the required disclosure.

6.4 De-identified and Aggregated Data. AADE shall have unrestricted access to and use of all de-identified and aggregated data and any Subscriber data provided for use in the DAPS® Database that is not Protected Health Information and may retain all such data for all purposes after any expiration or termination of this Agreement.

7. DISCLAIMERS; LIMITATIONS; INDEMNIFICATION

7.1 Independent Medical Judgment. Subscriber acknowledges and agrees that while the AADE Prevention Network is intended to be a resource for use by healthcare practitioners, the AADE Prevention Network and all content and functionality therein is not a substitute for the professional judgment of healthcare practitioners in diagnosing and treating patients. In providing access to the AADE Prevention Network hereunder, AADE is not giving medical advice or providing medical or diagnosis services through the AADE Prevention Network. Subscriber is solely responsible for making all medical, diagnostic or prescription decisions - and for verifying the availability or accuracy of any data to the extent it would verify paper records - regardless of whether the AADE Prevention Network and DAPS® Database is available and/or providing related alerts, workflows or other content.

7.2 Disclaimers. THE AADE SITE, AADE PREVENTION NETWORK, DAPS® DATABASE, ALL AADE PREVENTION NETWORK CONTENT, ANY LICENSED THIRD PARTY CONTENT (E.G., CANARY INSIGHTS, SIDEKICK™), THE ANCILLARY MATERIALS AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. AADE IS NOT RESPONSIBLE FOR PROVIDING THE ENTIRETY OF PAYER POLICIES, PAYER COVERAGE CHANGES AND UPDATES.

AADE, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT. AADE DOES NOT AND CANNOT GUARANTEE THAT THE SERVICES, AADE SITE, AADE PREVENTION NETWORK, DAPS® DATABASE, OR ANY CONTENT/DATA IN THE SYSTEM WILL BE FREE FROM (A) ANY COMPUTER PROGRAM FILE CAPABLE OF ATTACHING TO OTHER FILES AND REPLICATING ITSELF REPEATEDLY WITHOUT AUTHORIZATION, OR (B) ANY OTHER TYPE OF UNEXPECTED OR MALICIOUS PROGRAMS OR MOBILE CODES, INCLUDING, BUT NOT LIMITED TO, COMPUTER VIRUSES, TROJANS AND WORMS (COLLECTIVELY, A "VIRUS"). SUBSCRIBER'S SOLE REMEDY FOR ANY ERROR OR FAILURE IS TO CEASE USE OF THE AADE PREVENTION NETWORK OR DAPS® DATABASE. SUBSCRIBER ACKNOWLEDGES THAT AADE IS NOT RESPONSIBLE FOR: (I) THE ACCURACY OF DATA IN THE DAPS® DATABASE, (II) ANY DATA SUBMITTED BY ANY USER OF THE DAPS® SYSTEM, (III) THE PERFORMANCE OF SUBSCRIBER'S EQUIPMENT USED TO ACCESS THE AADE PREVENTION NETWORK, DAPS® SYSTEM, (IV) ANY VIRUS, HOWEVER ACQUIRED OR TRANSMITTED, OR (V) ANY ACTS OR OMISSIONS OF SUBSCRIBER OR ITS REPRESENTATIVES OR SERVICE PROVIDERS.

7.3 Actions Caused by and/or Under the Control of Third Parties. Subscriber acknowledges and agrees that Subscriber's access to the Internet and the Services are each provided by one or more third parties. As such, AADE does not and cannot control the flow of data to or from its hosting environment and other portions of the Internet, nor does it control the availability or functionality of Subscriber's access to the AADE Prevention Network or DAPS® Database. AADE DOES NOT WARRANT THAT OPERATION OF THE AADE PREVENTION NETWORK OR DAPS® DATABASE OR SUBSCRIBER'S ACCESS THERETO WILL BE CONTINUOUS, ERROR -FREE OR UNINTERRUPTED. AADE IS NOT RESPONSIBLE FOR PROVIDING ANY SUPPORT OR MAINTENANCE RELATING TO SUBSCRIBER'S NETWORK OR EQUIPMENT UTILIZED TO ACCESS THE AADE PREVENTION NETWORK AND DAPS® DATABASE.

7.4 Limitation of Liability. IN NO EVENT SHALL AADE, ITS SUPPLIERS, ITS SERVICE PROVIDERS, ITS LICENSORS OR ANY THIRD PARTIES MENTIONED ON OR PROVIDING SERVICES OR PRODUCTS THROUGH THE AADE PREVENTION NETWORK BE LIABLE FOR (A) ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE THE AADE PREVENTION NETWORK, THE DAPS® DATABASE, THE SERVICES, ANY VIRUS, THE ANCILLARY MATERIALS OR ANY CONTENT PROVIDED ON OR THROUGH THE FOREGOING, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT AADE IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (B) PERSONAL INJURY, INCLUDING, WITHOUT LIMITATION, DEATH, CAUSED BY SUBSCRIBER'S USE OR MISUSE OF THE AADE PREVENTION NETWORK, THE DAPS® DATABASE, THE AADE PREVENTION NETWORK CONTENT, THE ANCILLARY MATERIALS, OR THE SERVICES; OR (C) THE COST OF PROCURING SUBSTITUTE GOODS, SERVICES, OR TECHNOLOGY.

7.5 Limitations. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO SUBSCRIBER.

7.6 Indemnification. Subscriber shall defend, indemnify and hold harmless AADE and its affiliates from and against any and all costs, liabilities, expenses or fees related to third-party claims arising from Subscriber's use of the AADE Prevention Network, except to the extent caused by the gross negligence or willful misconduct of AADE.

7.7 Proceedings. No proceeding, regardless of form, arising out of the subject matter of this Agreement may be brought by Subscriber more than one (1) year after the claim becomes known to Subscriber.

7.8 Basis of the Bargain. Subscriber acknowledges and agrees that AADE would not have provided access to the AADE Prevention Network under the terms of this Agreement absent the allocation of risks specified in this Article 7, and that such allocation forms an essential basis of the bargain between the parties. The parties agree that the limitations and exclusions of liability and disclaimers specified in this Agreement will survive and apply even if found to have failed of their essential purpose.

8. GENERAL

8.1 Entire Agreement. This Agreement, including any Exhibits, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all other prior agreements. Any item or service furnished by AADE in connection with this Agreement, even if not specifically identified herein, will be covered by this Agreement, unless specifically covered by a separate written agreement between the parties.

8.2 Notices. All notices will be in writing and given by personal delivery, by certified mail, return receipt requested, by commercial overnight courier, by facsimile with confirmed receipt, or by email to (a) AADE at American Association of Diabetes Educators, 200 W. Madison Street, Suite 800, Chicago, IL 60606 or membership@aadenet.org; (b) the address that AADE has on file for Subscriber; or (c) to such other address as either party may specify by written notice to the other. Notice will be deemed given on (i) the date of personal delivery; (ii) the fifth business day after mailing; (iii) the next business day after delivery to an overnight courier (unless the return receipt or the courier's

records evidence a later delivery); (iv) the date of transmission, if by facsimile with confirmed receipt; or (v) the date of transmission, if by email, unless within twenty-four (24) hours after transmission, the sender receives notification that the email was not received.

8.3 Assignment; Delegation. AADE may assign this Agreement, or any of its interest herein, without the prior written consent of Subscriber. Subscriber may not assign this Agreement, or any of its interest herein, without the prior written consent of AADE, and any attempted assignment without such consent will be void. This Agreement shall apply to and bind the successors and permitted assigns of the parties. AADE may delegate the performance of certain services to third parties, including wholly-owned subsidiaries, provided that AADE controls the delivery of such services and remains responsible to Subscriber for the delivery of such services.

8.4 Non-Competition. During the Term, Subscriber shall not enter into an agreement with a third party that would permit the third party to aggregate Subscriber's DAPS® database data with other data for purposes other than for Subscriber's internal use. Further, during the Term, Subscriber will not, nor will it enter into an agreement with a third party that will, withhold licensing data from its System database to AADE in order to compete with AADE. This Section 8.4 does not preclude Subscriber from licensing its data to third parties for clinical research or clinical trials purposes.

8.5 Survival. All provisions regarding protection of Proprietary Information, De -identified Data, payment, indemnification, warranty, liability and limits thereon will survive termination of this Agreement.

8.6 Governing Law. This Agreement will be governed by the laws of the State of Illinois, exclusive of its rules governing choice of law and conflict of laws. The exclusive forum for any disputes arising out of or relating to this Agreement shall be the state and federal courts in the State of Illinois.

8.7 Waiver or Modification. Any waiver, amendment, supplement or modification of this Agreement will not be effective unless set forth in writing and signed by an authorized representative of each party. Any such waivers, amendments, supplements and modifications will be deemed a part of this Agreement as if incorporated herein. The failure of either party to exercise any of its rights under this Agreement will not be deemed a waiver or forfeiture of such rights.

8.8 Export Restrictions. This Agreement is expressly made subject to any laws, regulations, orders, or other restrictions on the export from the United States of America of the AADE Prevention Network and DAPS® database or information relating thereto that may be imposed from time to time by the government of the United States of America. Subscriber shall not export the AADE Prevention Network, DAPS® database, the Ancillary Materials, or information relating to the foregoing without consent from AADE, and any such export must comply with all such laws, regulations, orders, or other restrictions.

8.9 Force Majeure. Neither party hereto will be liable for any failure or delay in performance of its obligations hereunder by reason of events or circumstances such as acts of God, war, fire, flood, shortage or failure of suppliers, or other similar event.

8.10 Severability. The invalidity or unenforceability of one or more provisions of this Agreement will not affect the validity or enforceability of any of the other provisions hereof, and this Agreement will be construed in all respects as if such invalid or unenforceable provision(s) were omitted.

By clicking the "I accept" button or by accessing or using the DAPS® Database System, Subscriber agrees to be bound by the terms and conditions of this Agreement, including all Exhibits.