



## **Covered Entity Portal Terms and Conditions**

Avita ("Avita," "we," "our," or "us") makes this Portal and all software, services, extensions, subdomains, and application programming interfaces related to the Portal (collectively, our "Portal") available for your use subject to this Terms of Use Agreement (this "Agreement"). Avita does not permit and disclaims all liability and grants no warranties, express or implied, associated with the unpermitted, misuse, or use for an unintended purpose of this Portal and any related services. **BY CREATING LOG IN INFORMATION AND ACCESSING THIS PORTAL, YOU HEREBY AGREE TO BE BOUND BY THE TERMS THIS AGREEMENT AND AGREE TO ONLY USE THE PORTAL FOR THE USES AND IN THE MANNER FOR WHICH AVITA HAS EXPRESSLY DESIGNED AND AUTHORIZED FOR SUCH TO BE USED.**

### **1. OUR SERVICES**

**1.1. Avita's Services.** Avita and its affiliated entities, "collectively Avita", contracts with covered entities who are eligible to participate in or will soon be registered as a "Covered Entity" as defined in Section 340B of the Public Health Service Act ("Section 340B"), and eligible to purchase for use by their patients, certain outpatient drugs at reduced prices pursuant to the 340B Drug Purchasing Program ("340B Drugs") to provide certain pharmacy services on behalf of such covered entities. These services are defined in the Pharmacy Services and/or Pharmacy Management Agreements currently in force between Avita and the Covered Entity. Pursuant to these Agreements, Avita provides specific information related to the performance of services to covered entities. These include information related to the utilization of services, number of patients serviced, the 340B qualification of the services provided, 340B and non-340 revenue related to those services, drug costs related to those services, and other reporting, as may be appropriate.

Avita has created this Portal to provide covered entities and those providers, employees, or other persons or entities affiliated with such entities with a means to understand performance under their Agreements, coordinate care between shared patients, healthcare operations, and otherwise manage their patient and provider populations. Our Portal allows covered entities and their designees to see current performance figures, understand the factors and influences impacting future performance, add, subtract, or revise provider or patient population information, manage prescribing information and utilization, submit request for prescription orders (non-covered), and other defined services and reports. By using the information displayed on or submitted through our Portal, Avita is able to assist our patients and provider partners in maintaining accurate information related to the provision of pharmacy services.

**1.2. Submission or Verification of Information.** By interacting with this Portal and submitting or managing information through such, you hereby grant to Avita a nonexclusive, sub-licensable, worldwide, perpetual, royalty-free, right and license to use, reproduce, modify, adapt, publish, display,



distribute, aggregate, create derivative works or compilations of, and otherwise use information generated through transactions on behalf of Covered Entity and Covered Entity's patients or information entered into the Portal by Covered Entity and their representatives for the purposes of: (a) providing, protecting, and maintaining our Portal; (b) performing our contractual obligations to our Covered Entity customers; (c) complying with law enforcement; (d) perform pharmacy healthcare operations; and (e) carrying out any other Avita commercial purpose subject to applicable law. Such rights shall be subject to the terms and condition of any other contractual agreements with such covered entities or other entities, including but not limited to confidentiality and competition provisions. We reserve the right to modify, add, or remove provider- or Avita-supplied information from our Portal at any time and for any reason without notification to you.

**YOU REPRESENT AND WARRANT THAT THE INFORMATION THAT YOU OR YOUR AGENT PROVIDE THROUGH THE PORTAL WILL BE COMPLETE AND ACCURATE TO THE BEST OF YOUR KNOWLEDGE. YOU AGREE THAT YOU WILL EVALUATE AND BEAR ALL RISK RELATED TO YOUR USE OF, OR ANY ACTIVITIES ASSOCIATED WITH, THE INFORMATION THAT YOU OR YOUR AGENT PROVIDE THROUGH THE PORTAL. THE RESULTS OF ANY ACTIONS YOU TAKE BASED ON INFORMATION OR OTHER CONTENT YOU FIND ON OUR PORTAL IS SOLELY YOUR RESPONSIBILITY.**

**1.3. Provider or Provider's Agent Information Restrictions.** Neither Party may upload, post, or transmit any information that: (a) would violate or infringe the proprietary, privacy, confidentiality, publicity, or intellectual property rights of Avita, the Covered Entity, or any third party; (b) is obscene, defamatory, threatening, harassing, abusive, libelous, hateful, or harmful to any other person or entity; (c) violates any applicable law, statute, ordinance, or regulation; (d) puts in jeopardy Avita or our Portal; or (e) any information that impermissibly or unnecessarily discloses, disseminates, or causes to be disclosed or disseminated the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual (collectively, "Individually Identifiable Health Information"). The provision of any Individually Identifiable Health Information or Protected Health Information ("PHI") shall be subject to any existing agreements, including Business Associate Agreements, that may now or in the future be in effect and any state and federal patient privacy and disclosure laws. This includes, but is not limited to the Health Insurance Portability and Accountability Act of 1996 ("the HIPAA Act"), as amended by the Health Information Technology for Economic and Clinical Health Act under the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, (the "HITECH Act") and these Acts' implementing regulations found at 45 C.F.R. Parts 160, 162 and 164, as may be amended from time to time and the regulations commonly known as the "Enforcement Rule" found at 68 Fed. Reg. 18895 and 71 Fed. Reg. 8390, as may be amended from time to time. Providing any such information may be grounds for termination from use of our Services.

Avita reserves the right, but has no obligation, to pre-screen, review, flag, filter, modify, refuse, or remove any and all Provider Information from our Services. We cannot and do not assume any responsibility for your use or misuse of Provider Information, or any other information transmitted, monitored, stored, or received while using our Portal. By providing Provider Information via our Portal,



you understand and agree that you do so at your own risk and agree to take any and all actions required of you related to that use or misuse.

**1.5. Data Ownership.** You hereby acknowledge and agree that as between you and Avita, Avita exclusively owns all right, title, and interest worldwide: (i) in the data and data sources owned or licensed by Avita, including any and all modifications, enhancements, improvements, transformations or derivative works thereof, and to all intellectual property rights worldwide thereto, and (ii) to all modifications, enhancements, improvements, transformations or derivative works created by or on behalf of Avita to the Portal or based on the information transmitted or otherwise displayed in the Portal and to all intellectual property rights worldwide thereto. To the extent that you have or assert any rights in any derivative works that arise out of, or related to your use of the Portal or the content therein, you hereby irrevocably and in perpetuity assign to Avita an unrestricted, worldwide license to use such content in any way not otherwise restricted by this Agreement. Both Parties retain individually any data use or disclosure rights expressly authorized or not otherwise prohibited by this or any other Agreement in force between the parties at the time of such use or disclosure.

**1.6. Representations.** You (individually or in your role as an Agent) hereby represent and warrant that: (a) you (i) are over the age of 18; (ii) have the power and authority to enter into and perform your obligations under this Agreement; and (iii) are authorized to access, view, enter, revise, submit, or otherwise manage information related to the provider, patient, or Covered Entity with respect to whom you have entered, revised, or removed content; (b) all information you submit or confirm to us is truthful, accurate and complete; (c) you understand, acknowledge, and agree that information you submit or confirm may be: (i) used to meet regulatory requirements or contractual reporting or disclosure requirements; (ii) used in correspondence with patients, providers, or their appointed representatives; (iii) used in various transactions, including claims-related activities, with public and private third-party payers and payment collection or processing organizations; (iv) subject to outside audit by a regulatory authority, such as CMS, or private organizations, such as pharmaceutical manufacturer and their representatives; (d) you will comply with the terms and conditions of this Agreement and any other agreement to which you are subject that is related to your use of our Portal, your submissions, or any part thereof; (e) if applicable, you have provided and will maintain accurate and complete information with us, including, without limitation, your legal name, email address, and any other information we may reasonably require; (f) your access to and use of our Portal or any part thereof will not constitute a breach or violation of any other agreement, contract, terms of use or any law or regulation to which you are subject; (g) you will immediately notify us in the event that you learn or suspect that the information you provided to us has been disclosed or otherwise made known to any other person in a manner which could give rise to liability to disclosure requirements; (h) you will not use our Portal in order to gain competitive intelligence about us, our Portal or Services, or other partners and covered entities or the patients that they serve; and (i) your information does not violate the rights of any third party, including, without limitation, the intellectual property, privacy or publicity rights of any third party.



## 2. OUR PORTAL AND TECHNOLOGY

**2.1. Grant of License.** On the condition that you comply with all your obligations under this Agreement, and subject to additional terms of any third-party licenses applicable to third-party software included in our Portal, we hereby grant to you a limited, revocable, non-exclusive, non-transferable, non-sublicensable right and license to access our Portal for the provider's own non-commercial use and solely to enable Provider to view or manage provider, Avita, and patient performance and utilization. Any use for another purpose or by any other person is strictly prohibited and constitutes a violation of this Agreement, unless expressly authorized, in writing, by Avita, which may result in the termination of your right to access and use our Portal. If you do not comply with this Agreement, we reserve the right to revoke any license granted in this Agreement and limit your access to our Portal.

**2.2. Modification.** We may discontinue or alter any aspect of our Portal, change the user experience and add new user functionality and applications, restrict the time our Portal is available, and restrict the amount of use permitted at our sole discretion and without prior notice or liability to you. We may also install bug fixes, updates, patches, and other upgrades to our Portal without prior notice or liability to you. Your only remedy is to discontinue using our Portal if you do not want a modification we make to our Portal.

**2.3. Removal of Access.** Your access to our Portal is provided on a temporary basis with no guarantee for future availability. You agree that we may immediately suspend or terminate your access to our Portal or any part thereof. Cause for such measures include, without limitation: (a) breach or violation of this Agreement or other incorporated agreements or guidelines; (b) discontinuance or material modification to our operations; (c) unexpected technical or security issues or problems; (d) extended periods of inactivity; (e) termination of a contract for the Services or information for which the information transmitted via this Portal relates; or (f) your engagement in fraudulent or illegal activities. You further agree that such measures may be taken in our sole discretion and without liability to you or any third party.

**2.4. Links; Third Party Materials.** Our Portal may include material owned or licensed by third parties, as well as open-source software, and links to websites owned by third parties (collectively, "Third Party Materials"). Avita uses commercially reasonable efforts to maintain the Third-Party Materials provided through our Portal, but disclaims any liability or obligation to you in respect of your right to use of Third Party Materials. Therefore, you acknowledge and agree that we will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by, in connection with, resulting from your use of or reliance on any Third-Party Materials available on or through our Portal. For the avoidance of doubt, any Third-Party Materials are provided strictly "AS IS" without warranty of any kind to the extent permitted by applicable law. To the extent available, we strongly encourage you to review any separate terms of use and privacy policies governing use of Third-Party Materials.



**2.5. Submissions.** We welcome your suggestions, feedback, ideas, concepts, comments, illustrations, and other materials regarding our Portal or any of our other services (collectively, "**Submissions**"). Your Submissions will become our property upon your submission to us. Submissions can be submitted directly to the client representative associated with the Covered Entity for or on whose behalf you are accessing and using this Portal. By submitting your Submissions to us, you agree to assign, and hereby irrevocably assign to us, all right, title, and interest in and to the Submissions and all copyrights and other intellectual property rights embodied in such Submissions on a worldwide basis. We will be free to use, copy, distribute, publish and modify your Submissions on an unrestricted basis, without compensation to you. Moreover, you hereby assign or waive, as the case may be, any moral rights that you may have in or to the Submissions.

**2.6. Restrictions.** You, as a provider or provider's agent, may not directly or indirectly: (a) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party any portion of our Portal in any way; (b) copy, modify, adapt, alter, translate, create derivative works, reverse engineer, decompile, disassemble, or otherwise attempt to learn the source code, structure, or ideas upon which our Portal is based; (c) use our Portal or other Avita content to develop a competing service or product; (d) use any device, software, malicious code or destructive routine intended to damage or otherwise interfere with the proper functioning of our Portal, servers, or networks connected to our Portal or take any other action that interferes with any other person's use of our Portal; (e) decrypt, transfer, create Internet links to our Portal, or "frame" or "mirror" our Portal on any other server or wireless or Internet-based device; (f) use or merge our Portal or any component thereof with other software, databases, or services not provided or approved by us; (g) circumvent or attempt to circumvent any electronic protection measures in place to regulate or control access to our Portal; (h) use our Portal for unlawful purposes; (i) develop, distribute, or sell any software or other functionality capable of launching, being launched from, or otherwise integrated with our Portal; (j) use any bot, spider, or other automatic or manual device or process for the purpose of harvesting or compiling information on our Portal for any reason; (k) delete, modify, hack, or attempt to change or alter our Portal, Avita Content, or notices on our Portal; (l) connect to or access any Avita computer system or network other than our Portal; (m) impersonate any other person or entity to use or gain access to our Portal; or (n) in any way that otherwise violates this Agreement.

**2.7. Portal Ownership.** Our Portal may include or provide access to information, software, photos, videos, text, graphics, music, sounds, and other material or information provided by us or third parties that are protected by copyrights, patents, trademarks, trade secrets, or other intellectual property laws. You understand and agree that as between you and Avita, Avita owns the rights in any such content as expressed in any form, media, or technologies existing now or developed in the future. Our Portal, our information database, the designs of each of the foregoing, and any other proprietary technology used in our Portal and any and all intellectual property rights worldwide in the foregoing, including all improvements, modifications, enhancements and derivative works thereof, shall at all times remain the exclusive property of Avita and/or its third-party licensors. You are not acquiring any rights in or to the



Avita Technology other than a non-exclusive right to access and use our Portal solely in accordance with the terms of this Agreement.

**2.8. Data Collection and Use.** Through your engagements with this Portal and other Avita Portals and services, you acknowledge and agree to allow Avita to collect, store, and use data collected from you in accordance with our Privacy Policy located at \_\_\_\_\_, which is incorporated into this Agreement by reference.

### **3. DISCLAIMERS**

**3.1. General.** To the maximum extent permitted by law, our Portal is provided “as is” and “as available, and at your sole risk. We expressly disclaim all warranties of any kind, whether express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular use or purpose, title, and non-infringement. Without limitation, we make no warranty that our Portal will meet your requirements, that use of the foregoing will be uninterrupted, timely, secure, or error-free, that defects in the operation or functionality and any content or information found on our Portal will be accurate or reliable, that defects in the operation or functionality of our Portal will be corrected, virus-free, or that the quality of information of information, content, or other materials obtained through our Portal will meet your expectations. Some jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above limitations may not apply to you.

**3.2. Medical.** Our services are for information sharing purposes only and are not intended as a substitute for, nor does our services replace, recommend, or endorse professional medical advice, diagnosis, or treatment. Nothing stated, posted, or available through our services is intended to be, and must not be taken to be, the practice of medicine or the provision of medical care. No licensed medical professional/patient relationship is created, modified, or terminated by using our services.

### **4. INDEMNITY; LIMITATION OF LIABILITY**

**4.1. Indemnity.** Each Party (the “Indemnifying Party”) shall indemnify, defend and hold the other Party, its officers, shareholders, members, managers, and employees (collectively, the “Indemnified Parties”) harmless from and against any and all liabilities, losses, claims, lawsuits, costs, damages or expenses whatsoever (including reasonable attorneys’ fees and defense costs) (collectively, “Damages”) arising out of, incident to or in any manner occasioned by the performance or nonperformance of any duty, responsibility or obligation arising under this Agreement by the Indemnifying Party, or any of its officers, members, employees, agents, contractors, or subcontractors, provided that such indemnification and hold harmless shall not apply to the extent such Damages are attributable to the negligence, intentional misconduct, or breach of this Agreement by the Indemnified Parties; and provided further that CareConnect shall have no duty to indemnify, defend or hold harmless User for Damages arising out of, incident to or in any manner occasioned by (a) your use of our Portal,





(b) your violation of this agreement, (c) any information you attest to or otherwise provide through our Portal, (d) your violation of any law or the rights of any third party, and (e) your negligence or willful misconduct.

**4.2. Limitation of Liability.** Under no circumstances shall Avita be liable for any direct or indirect losses or damages arising out of or in connection with the use of or inability to use our Portal. If you are dissatisfied with our Portal, or with this agreement, your sole and exclusive remedy is to discontinue using our Portal. In any event, the total maximum aggregate liability under this agreement for the use of any or all parts of our Portal in any manner whatsoever shall be limited to one hundred dollars (\$100.00).

**4.3. For California Residents.** If you are a California resident or could otherwise claim the protections of California law, you further expressly waive the provisions of section 1542 of the California civil code, which reads as follows: "a general release does not extend to the claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release which, if known by him or her, must have materially affected his or her settlement with the debtor." You acknowledge that you have read and understand section 1542 of the California civil code, and you hereby expressly waive and relinquish all rights and benefits under that section and any law of any jurisdiction of similar effect with respect to your release of any claims you may have against Avita.

## **5. DISPUTE RESOLUTION AND GOVERNING LAW**

**5.1. Governing Law.** This Agreement will be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Texas, without reference to its conflicts or choice of law principles. Any arbitration or court proceeding will take place in the State of Texas, and you hereby consent to the exclusive jurisdiction and venue of the state or federal courts in Collin county, Texas. You irrevocably submit and consent to the personal jurisdiction of such courts.

**5.2 Disputes.** Avita reserves the right to take any actions necessary to protect confidential information, make any required disclosures, and/or mitigate any detrimental impacts of any unauthorized access. Avita also retains the right to take any action, legal or otherwise, permitted to the extent of federal or state law or pursuant to any contracts that may now or in the future be in force with respect to such content.

**5.3. Dispute Resolution.** To the extent feasible, the parties desire to resolve any dispute, claim or controversy arising out of or relating to your use of or access to our Portal or Avita Technology, this Agreement or the breach, termination, enforcement, interpretation, or validity of this Agreement, including the determination of the scope or applicability of this agreement to arbitration through discussions and negotiations between each other. The parties agree to attempt to resolve any Disputes by negotiation with the other party (by phone, electronic correspondence,



or written correspondence). If we are not able to resolve any Dispute ourselves, you and Avita agree to resolve such Dispute through confidential binding arbitration as set forth below.

Our failure to enforce any provision of this Agreement will not be deemed to be a waiver of our right to enforce them.

**5.4. Binding Arbitration.** If you and Avita are unable to resolve a dispute through informal negotiations, either you or Avita may elect to have a dispute (except those disputes expressly excluded below) finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) and, where appropriate, the AAA’s Supplementary Procedures for Consumer Related Disputes (“AAA Consumer Rules”) both of which are available at the AAA website [www.adr.org](http://www.adr.org). The determination of whether a dispute is subject to arbitration shall be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Rules and, where appropriate, limited by the AAA Consumer Rules. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator will make a decision in writing but need not provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except as otherwise provided in this Agreement you and Avita may litigate in court to compel arbitration, stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

**5.5. Waiver of Rights.** You hereby agree that you understand the consequences of agreeing to binding arbitration under this Section, including giving up any constitutional rights to have the Dispute determined by a court of law or by a jury and any right that you may have to have a trial de novo by a court after nonbinding arbitration of a dispute concerning fees or costs; that discovery of information in arbitration may be limited; and that the arbitration decision will be final and binding, except to the limited extent that judicial review might be available. All claims and disputes within the scope of this agreement must be arbitrated or litigated on an individual basis and not on a class basis. Claims of more than one provider or user cannot be arbitrated or litigated jointly or consolidated with those of any other provider or user.

## **6. MISCELLANEOUS**

**6.1. Independent Contractors.** You understand and expressly agree that you and Avita are independent contractors and not agents or employees of the other party. Neither you nor Avita has any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party.





**6.2. Business Relationship.** You acknowledge and agree that by virtue of using our Portal and in connection with your use of Avita's Services, you and Avita have entered into, and have established, a business relationship until terminated by either party. As such, you consent to, and you acknowledge that Avita may: (a) contact you by phone, email, text, fax, or other media now or in the future; and (c) take all other actions necessary to keep your information or information related to the Services provided by Avita, including through this Portal, complete and current. In the event the business relationship between you and Avita terminates, Avita may still contact you for transactional reasons. In compliance with the Telephone Consumer Protection Act, Avita will not contact by phone any residential telephone subscriber before the hour of 8 a.m. or after 9 p.m. (called party's local time). Further, Avita will not contact any residential telephone number on the national do-not-call registry.

**6.3. Consent To Do Business Electronically.** We use and rely upon electronic records and electronic signatures for the execution and delivery of this Agreement and any other agreements, undertakings, notices, disclosures or other documents, communications or information of any type sent or received in accordance with this Agreement and in performing our obligations and exercising our rights under this Agreement. Neither you nor Avita will prevent or inhibit in any way the other party from printing, saving, or otherwise storing electronic records sent or otherwise made available to the other party. You agree not to contest the authorization for, or validity or enforceability of, electronic records and electronic signatures, or the admissibility of copies thereof, under any applicable law relating to whether certain agreements, files, or electronic records are to be in writing or signed by you to be bound thereby. You will bear your own costs and expenses in conducting business electronically, and will undertake all steps necessary, including software, hardware, and other equipment upgrades and purchases, in order to be able to conduct business electronically.

**6.4. Compliance with Law.** The Parties shall comply with all applicable provisions of federal, state, local and other laws, ordinances and government rules and regulations, including without limitation, the Medicare and Medicaid Anti-Fraud and Abuse or Anti-Kickback Amendments to the Social Security Act (presently codified in Section 1128B(6) of the Social Security Act), the Stark Statutes codified at Section 1877 of the Social Security Act and the regulations promulgated thereunder, Section 340B, and any other laws similar to the foregoing.

**6.4. Notices.** The Avita Compliance Department shall be the designated recipient of any notifications related to or required by this Agreement. Please send notifications to: Avita Compliance Department, 5700 Granite Parkway, Suite 425, Plano, TX 75024, or send an email to [compliance@AvitaPharmacy.com](mailto:compliance@AvitaPharmacy.com).

For clarity, any feedback, comments, requests for technical support, and other communications should be directed to Avita customer service [itsupport@AvitaPharmacy.com](mailto:itsupport@AvitaPharmacy.com).

**6.5. Entire Agreement.** This Agreement constitutes the entire agreement between you and Avita with



respect to the Portal and supersedes all prior agreements, both oral and written, with respect to the subject matter hereof. However, this Agreement shall not supersede any terms and conditions contained within a Pharmacy Services or Pharmacy Management Agreement that is currently or may in the future be in force between Avita and the Covered Entity on whose behalf you are engaging with this Portal to the extent that they may conflict with this agreement.

**6.6. Equitable Relief.** You agree that breach of the provisions of this Agreement would cause irreparable harm and significant injury to us which would be both difficult to ascertain and which would not be compensable by damages alone. As such, you agree that we have the right to enforce the provisions of this Agreement by injunction (without necessity of posting bond), specific performance, or other equitable relief without prejudice to any other rights and remedies we may have for your breach of this Agreement.

**6.7. Assignment.** You may not assign, transfer, or sell (voluntarily or by operation of law) your rights or obligations under this Agreement, nor delegate your duties hereunder to any other person, without our prior written consent. Any purported assignment without our consent will be void and will constitute a breach of this Agreement. We may assign this Agreement or delegate or subcontract our obligations under this Agreement at any time.

**6.8. Force Majeure.** Neither you nor Avita will be liable for inadequate performance to the extent caused by a condition (natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond either party's reasonable control.

**6.9. Survival.** The provisions of this Agreement that by their content are intended to survive the expiration or termination of this Agreement, including, without limitation, provisions governing ownership and use of intellectual property, disclaimers, liability, indemnification, governing law, jurisdiction, venue, remedies, rights after termination, and interpretation of this Agreement, will survive the expiration or termination of this Agreement for their full statutory period.

If any term or provision of this Agreement will be held to be invalid, illegal, or unenforceable, the remaining terms and provisions of this Agreement will remain in full force and effect, and such invalid, illegal, or unenforceable term or provision will be deemed not to be part of this Agreement.

**6.10. Agreement Updates.** We may revise and update this Agreement from time to time, and will post the updated Agreement to our Portal. **UNLESS OTHERWISE STATED IN THE AMENDED VERSION OF THIS AGREEMENT, ANY CHANGES TO THIS AGREEMENT WILL APPLY IMMEDIATELY UPON POSTING.** Although we are not obligated to provide you with notice of any changes, any changes to this Agreement will not apply retroactively to events that occurred prior to such changes. Your continued use of our Portal will constitute your agreement to any new provisions within the revised Agreement.

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