**End User License Agreement**

**Welcome to the Trella Health web-based business intelligence and data analytics service (the “Service”) provided by Excel Health Services, LLC d/b/a Trella Health (“Licensor”).**

CAUTION: The Service permits you to submit data to the Service in Notes.

YOU ARE NOT PERMITTED TO INPUT PROTECTED HEALTH INFORMATION OR INDIVIDUALLY IDENTIFIABLE INFORMATION into the Service.

By accessing the Service, You, the end user Recipient as defined in the incorporated Data Use Agreement, agree:

1. You will not submit Protected Health Information or Individually Identifiable Information into the Service at any time.
2. That Licensor and its licensors own their respective rights, title and interests in and to all output and provided data, including third-party content and all related materials and technology, from the Service (“Provided Data”). You agree that, except for the limited rights expressly granted to you in this Data Use Agreement, Trella and its licensors reserve all of their right, title and interest in and to the Provided Data, and that Provided Data will only be used by Recipient for the Purpose as defined in the Data Use Agreement, and other internal business purposes.
3. You will not allow any third party to access or use the Service. A “third party” is any individual or entity who has not entered into a data agreement with Licensor.
4. You will not provide, sublicense, or share the Provided Data with any any third party nor allow any third party to access or use the Provided Data.
5. You agree to the terms and conditions of the Data Use Agreement.

**Data Use Agreement**

**THIS DATA USE AGREEMENT** (this **“Agreement”**) governs the use of the Trella Service as defined in the End User License Agreement, and certain information and intellectual property (the **“Provided Data”**) provided, or to be provided, by the Service to you the end user (**“Recipent”**) by EXCEL HEALTH, LLC d/b/a Trella Health, a Georgia limited liability company (**“Trella Health”**). Please read this Agreement carefully before accepting the terms hereof or exporting the Provided Data, as it describes the terms and conditions under which Recipient may use the Provided Data and Service. Trella Health may amend this Agreement from time to time by posting an amended version.

This Agreement shall apply to any Provided Data, whether previously or thereafter exported by Recipient. Trella Health has entered into an agreement with Recipient’s employer (**“Employer”**) pursuant to which Trella Health shall provide the Service to Employer, subject to confidentiality restrictions set forth therein and in this Agreement. In connection therewith, Recipient shall be provided access to the Service to export the Provided Data to Recipient’s computer. In connection with Recipient’s use and access to the Provided Data, Trella Health, your Employer, and the Recipient agree:

1. **Ownership**. Trella Health and its licensors own their respective rights, title and interests in and to all Provided Data, including third-party content and all related materials and technology, from the Service, and retain exclusive ownership of the Provided Data and all copies and derivatives thereof, and all worldwide intellectual property rights therein.
2. **Permitted Uses**. Except as otherwise specified herein, Recipient may make all uses and disclosures of the Provided Data necessary for sales, marketing, internal metrics, and competitive benchmarking to permit Employer to identify and market to promote care coordination and improved provider performance in support of patient provider choice (the **“Purpose”**). Recipient will use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Provided Data restricted by this Agreement. For the avoidance of doubt, Recipient may not use the Provided Data for sales, marketing, internal metrics, competitive benchmarking, or any other purpose for the benefit of any person or entity other than Employer (other than the clients or customers of Employer on behalf of Employer).
3. **Restrictions on Use**. Recipient may not: (a) sublicense, transfer, or otherwise assign the Provided Data or its rights under this Agreement to any third party nor allow any third party to access or use the Provided Data; (b) copy or modify the Provided Data other than in connection with the Purpose; (c) use or disclose the Provided Data for any purpose other than the Purpose; (d) use the Provided Data or any derivatives of the Provided Data for any marketing purposes other than in connection with the Purpose; or (e) sell, share, or distribute the Provided Data other than in connection with the Purpose and within the permitted use specified in Section 2. The Provided Data may only be used for lawful purposes. For the avoidance of doubt, the Recipient may not disclose any of the Provided Data to any other employee or contractor of the Employer unless such person has also entered into a data agreement with Trella Health. Further, Recipient will ensure that any agent, including a subcontractor, to whom it provides the Provided Data, agrees to the same restrictions and conditions that apply through this Agreement to the Recipient with respect to the Provided Data. Recipient will report to Trella Health any use or disclosure of the Provided Data not provided for by this Agreement of which the Recipient becomes aware within 15 days of becoming aware of such use or disclosure.
4. **Effectiveness; Termination**. The terms of this Agreement shall be effective on the date of acceptance by Recipient, and shall remain in effect until all Provided Data provided to the Recipient is destroyed or returned to Trella Health. Upon request by Trella Health, Recipient will return the Provided Data, including all copies thereof, and all abstracts, summaries, or documents produced using the Provided Data, or, if so directed by Trella Health in writing, Recipient will destroy all copies of the Provided Data (including abstracts, summaries, or documents produced using the Provided Data) and will certify to Trella Health in writing that all copies, abstracts, summaries, and documents have been destroyed.
5. **Enforcement**. Recipient acknowledges that Trella Health would have no adequate remedy at law should Recipient breach its obligations under this Section and agrees that Trella Health will be entitled to enforce its rights under this Section by seeking appropriate equitable relief including a temporary restraining order and an injunction. Trella Health’s right to obtain injunctive relief shall not limit its right to seek further remedies. No delay or failure by Trella Health in exercising any right under this Agreement will be construed to be a waiver of that right or of the right to assert a claim with respect to any future breach of this Agreement.
6. **Miscellaneous**. In any suit or other proceeding to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party will be entitled to recover its costs, including reasonable attorneys’ fees, and all costs and fees incurred on appeal or in a bankruptcy or similar action. A party may not assign or sublicense its rights or obligations under this Agreement without the prior express written consent of the other party and any attempted assignment in violation of this Agreement shall be null and void. This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia, without regard to its conflicts of laws rules. The waiver of a breach or default hereunder shall not constitute a waiver of a subsequent breach or default, or establish a course of dealing, or modify this Agreement or its obligations.
7. **Indemnification**. Recipient and Employer agree to indemnify, defend, and hold Trella Health, and its managers, officers, members, employees, and agents harmless of and from any claims, liabilities, losses, damages, causes of action, amounts paid in settlement, or injuries, together with costs and expenses, including reasonable attorney’s fees, arising out of or resulting from any breach of this Agreement or any unauthorized use of the Service or Provided Data by Recipient.