

User Agreement

Welcome to www.MedStarMyHealth.com. MedStar Health, Inc., a Maryland not-for-profit corporation, has contracted with Evolent Health, Inc., a Delaware corporation to provide population health management services for MedStar and its affiliates' employees and eligible dependents that annually elect to receive coverage under the standard health plans. Services include wellness program tools and technology, including this website, delivered and operated through Evolent Health's license with UPMC Health Plan. Services also include the health assessment, online lifestyle improvement programs and interactive health education provided on this website. Evolent Health additionally provides MedStar with health plan administration services for MedStar and its affiliates' employees and eligible dependents that annually elect to receive coverage under the MedStar Select Plan. Services provided under health plan administration include provider network access, provider networking management, quality assurance and process improvement, utilization review and management, covered member services and claims administration.

The following registration process is for MedStar MyHealth members only.

The following are the terms and conditions for use of the Evolent Health ("Evolent Health") Member Services Internet Application ("the Application"). Please read them carefully. The Application is provided to individuals who are active members. BY CLICKING THE "I ACCEPT" BUTTON AND COMPLETING THE REGISTRATION PROCESS, YOU ARE STATING THAT YOU ARE ELIGIBLE TO REGISTER AND THAT YOU AGREE TO BE BOUND BY ALL OF THESE TERMS AND CONDITIONS OF THE APPLICATION ("TOS").

The Application is offered to you conditioned on your acceptance without modification of the terms, conditions and notices contained herein.

1. Member Account, Password, and Security

To open an account, you must complete the registration process by providing us with current, complete and accurate information as prompted by the registration form. You then will choose a password. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account.

You agree to notify Evolent Health immediately of any unauthorized use of your account or any other breach of security.

2. Member Privacy

It is Evolent Health's policy to respect the privacy of its members. Evolent Health will not monitor, edit or disclose any personal information about you or your use of the Application, including its contents, without your prior permission unless Evolent Health has a good faith belief that such action is necessary to: (1) conform to legal requirements or comply with a legal process; (2) protect and defend the rights or property of Evolent Health; (3) enforce the TOS; or (4) act to protect the interests of its members or others. Be advised that your Internet Protocol address is transmitted with each message sent from your account.

You agree that Evolent Health may access your account, including its contents, as stated above or to respond to service or technical issues.

3. Member Conduct

As a condition of your use of the Application, you warrant to Evolent Health that you will not use the Application for any purpose that is unlawful or prohibited by these terms, conditions and

notices.

The Application is provided to individuals only and for personal use only. You agree to use the Application only for your personal use and those of your dependents as listed on your member policy. Any unauthorized commercial use of the Application, or the resale of its services, is expressly prohibited.

You agree to abide by all applicable local, state, national, and international laws and regulations and are solely responsible for all acts or omissions that occur under your account or password, including the content of your transmissions through the Application. By way of example, and not as a limitation, you agree not to:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful material or information.
- Advertise or offer to sell or buy any goods or services for any non-personal purpose.
- Harvest or otherwise collect information about others, including email addresses, without their consent.
- Create a false identity for the purpose of obtaining information about another member.
- Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity that is not an Application member any directory of the service members or other user or usage information or any portion thereof other than in the context of your use of the Application as permitted under the TOS.
- Transmit or upload any material that contains viruses, trojan horses, worms, time bombs, cancelbots, or any other harmful or deleterious programs.
- Transmit or upload any material that contains software or other material protected by intellectual property laws, rights of privacy or publicity or any other applicable law unless you own or control the rights thereto or have received all necessary consents.
- Interfere with or disrupt networks connected to the Application or violate the regulations, policies or procedures of such networks.
- Attempt to gain unauthorized access to the Application, other accounts, computer systems or networks connected to the Application, through password mining or any other means.
- Violate any applicable laws or regulations including, without limitation, laws regarding the transmission of technical data or software exported from the United States through the service.
- Interfere with another member's use and enjoyment of the Application or another individual or entity's use and enjoyment of similar services.

Evotent Health has no obligation to monitor the Application or any user's use thereof or retain the content of any user session. However, Evotent Health reserves the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request.

4. Links to Third Party Sites

The links included within the Application may let you leave the Application websites ("linked sites"). The linked sites are not under the control of Evotent Health and Evotent Health is not responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites. Evotent Health is not responsible for webcasting or any other form of transmission received from any linked site. Evotent Health is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Evotent Health of the site or any association with their operators.

5. Disclaimers/Limitation of Liability

The information and services included in or available through the Application may include inaccuracies or typographical errors. Changes are periodically added to the information herein. Evolent Health and/or its respective suppliers may make improvements and/or changes in the Application at any time.

Evolent Health does not represent or warrant that the Application will be uninterrupted or error-free, that defects will be corrected, or that the Application or the server that makes it available, are free of viruses or other harmful components. Evolent Health does not warrant or represent that the use or the results of the use of the Application or the materials made available as part of the Application will be correct, accurate, timely, or otherwise reliable.

You specifically agree that Evolent Health shall not be responsible for unauthorized access to or alteration of your transmissions or data, any material or data sent or received or not sent or received, or any transactions entered into through the Application. You specifically agree that Evolent Health is not responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights. You specifically agree that Evolent Health is not responsible for any content sent using and/or included in the Application by any third party.

Evolent Health and/or its respective suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the Application for any purpose. The Application is provided "as is" without warranty of any kind. Evolent Health and/or its respective suppliers hereby disclaim all warranties and conditions with regard to the Application, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement.

In no event shall Evolent Health and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Application or related websites, with the delay or inability to use the Application or related websites, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the Application, or otherwise arising out of the use of the Application, whether based on contract, tort, negligence, strict liability or otherwise, even if the health plan or any of its suppliers has been advised of the possibility of damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. If you are dissatisfied with any portion of the Application, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the Application and its related websites.

6. Termination

Evolent Health may terminate your access to any part or all of the Application and any related service(s) at any time, with or without cause, with or without notice, effective immediately, for any reason whatsoever.

Evolent Health may also terminate or suspend your account for inactivity, which is defined as failing to sign-in to the Application for an extended period of time, as determined by Evolent Health. Upon termination of the Application, your right to use the Application immediately ceases.

If you wish to terminate your account, you may do so by contacting the Health and Wellness Service Line at 855.242.4871, Monday – Friday, 7 a.m. to 7 p.m., and Saturday, 8 a.m. to 3 p.m. TTY/TDD users call 855.250.5604.

7. Participation in Promotions of Advertisers

Any dealings with advertisers on the Application or participation in promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties

or representations associated with such dealings or promotions, are solely between you and the advertiser or other third party. Evolent Health shall not be responsible or liable for any part of any such dealings or promotions.

8. Proprietary Rights to Content

You acknowledge that content, including but not limited to text, software, music, sound, photographs, video, graphics or other material contained in either sponsor advertisements or electronically distributed, commercially produced information presented to you by the Application, by Evolent Health, or the Evolent Health's advertisers or other content providers, is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. You may make a copy of this content for your personal, non-commercial use only, provided that you keep all copyright and other proprietary notices intact. You may not modify, copy, reproduce, republish, upload, post, transmit, or distribute in any way content available through the Application and its associated websites, including code and software.

9. Modifications to Terms of Service, Member Policies

Evolent Health reserves the right to change the TOS or policies regarding the use of the Application at any time and to notify you by posting an updated version of the TOS on this website. You are responsible for regularly reviewing the TOS. Continued use of the Application after any such changes shall constitute your consent to such changes.

10. General

This agreement is governed by the laws of the State of Pennsylvania and the United States of America. Use of the Application is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Evolent Health as a result of this agreement or use of the Application. Evolent Health's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Evolent Health's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Application or information provided to or gathered by Evolent Health with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Evolent Health with respect to the Application (excluding the use of any software which may be subject to an end-user license agreement) and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Evolent Health with respect to the Application. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You and Evolent Health agree that any cause of action arising out of or related to this Application must commence within one year after the cause of action arose; otherwise, such cause of action is permanently barred. The section titles in the TOS are solely used for the convenience of the parties and have no legal or contractual significance.

11. Language

It is the express will of the parties that this agreement and all related documents have been drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.

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The example companies, organizations, products, people and events depicted herein are fictitious. No association with any real company, organization, product, person, or event is intended or should be inferred.

Any rights not expressly granted herein are reserved.

NOTICES AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT.
Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to Service Provider's Designated Agent. Last Revised 05/11/2001