

Extended Tools Subscription Agreement

This ESIDIAN Subscription Agreement (this "AGREEMENT") contains the terms and conditions that govern your access to and use of THE SERVICE (as defined below) and is an agreement between ESIDIAN (also referred to as "us" or "our") and you or the entity you represent ("you" or "your"). This Agreement takes effect when you click an "Accept" check box presented with these terms, when we receive your mail in payment, or, if earlier, when you use THE SERVICE (the "EFFECTIVE DATE"). You represent to us that you are not a minor and that you are lawfully able to enter into contracts. If you are entering into this AGREEMENT for an entity, you represent to us that you have legal authority to bind that entity. Please see Section 14 for precise definitions in this AGREEMENT.

1. Use of THE SERVICE.

1.1 You may access and use THE SERVICE in accordance with this AGREEMENT subject to your compliance with the TERMS OF USE and all applicable legal duties arising from your use of THE SERVICE. The TERMS OF USE is pointed to by the 'Terms' link on THE SERVICE Website.

1.2 Your Account. To access THE SERVICE under this AGREEMENT, you must have a PROVIDER ACCOUNT or PHA ACCOUNT associated with a valid email address and contact information. Only one PHA ACCOUNT may exist for each national or second level administrative subdivision. Purchase of any subscription offered by THE SERVICE requires a valid form of payment. Unless explicitly permitted by the TERMS OF SERVICE, you will only create one account per email address.

2. Changes.

2.1 Changes To THE SERVICE. We may update or improve THE SERVICE at our discretion and without notice and discontinue THE SERVICE with at least 1 month prior notice except that this notice will not be required if it (a) would pose a security issue to us or THE SERVICE, (b) is economically or technically burdensome, or (c) would cause us to violate a legal obligation.

No notice is given if the PPT-EXT subscription is replaced by the regional PPT-EXTR subscription. However, such replacement is without material change to THE SERVICE and does not interfere with your rights under THIS AGREEMENT.

2.2 Changes To This AGREEMENT. We may change this AGREEMENT from time to time in accordance with Section 12.

3. Security and Data Privacy.

3.1 ESIDIAN Security. We will implement reasonable, appropriate, and industry standard measures to help you secure your content against accidental or unlawful loss, access or disclosure.

3.2 Data Privacy. We will not access, disclose, or use personally identifiable content except as necessary to maintain or provide THE SERVICE or as necessary to comply with a legal duty. The logic of THE SERVICE shall at all times conform to requirements created by the published privacy policy.

4. Your Responsibilities.

4.1 Your Account. (a) You are responsible for all activities that occur under your account, regardless of authorization by you or undertaken by your employees or a third party, and (b) We are not responsible for unauthorized access to your account.

4.2 Your Content. You will ensure that your content or your use of THE SERVICE do not violate any legal right of any natural person or legal entity, including rights under any other non-disclosure or privacy agreements with other users of THE SERVICE. You are solely responsible for the development, operation, maintenance, and use of your content.

4.3 Login Credentials and Private Keys. ESIDIAN login credentials and private keys generated by THE SERVICE are for your internal use only and are intended to preserve the privacy of your content and to authenticate the source of data fed into THE SERVICE. You will not sell, transfer or sublicense login credentials or private keys to any other natural person or legal entity except as necessary for your use of THE SERVICE.

5. Fees and Payment.

5.1 Subscription Fees. We calculate and bill charges as described in the PayPal billing agreement. You will pay us the applicable fees and charges for use of THE SERVICE as instructed on THE SERVICE Web Site. If your subscription is for PPT-EXT, you may use the service without charge if an active PPT-EXTR subscription exists for your region.

All amounts payable by you under this AGREEMENT will be paid to us without setoff or counterclaim, and without any deduction or withholding. Fees and charges for any new services or features will be effective when posted on THE SERVICE Web Site, unless expressly stated otherwise in a notice.

We may increase or add new fees and charges for any existing component of THE SERVICE subject to a 30 day prior notice under Section 13.10.

We may elect to charge you interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) on all late payments.

If the subscription is for PPT-EXT and is replaced by PPT-EXTR purchased by a regional public health agency, we may cancel recurring payments and issue a pro-rated refund for the then current subscription period with no interruption of your rights under this AGREEMENT. In such event, you may continue to use THE SERVICE at no cost while the PPT-EXTR subscription is active. If such PPT-EXTR subscription is cancelled, suspended, or expired, you must re-subscribe to PPT-EXT to continue your use of paid services.

5.2 Taxes. Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges that are imposed on that party upon or with respect to the transactions and payments under this AGREEMENT.

We may charge you any and all applicable indirect taxes or fees that we are legally obligated or authorized to collect from you. You will provide such information to us as reasonably required to determine whether we are obligated to collect such taxes or fees from you.

6. Temporary Suspension.

6.1 Generally. We may suspend or restrict your account and your access to THE SERVICE immediately upon notice to you if we determine: (a) your use of THE SERVICE (i) poses a security risk to THE SERVICE or a third party, (ii) could adversely impact our systems or THE SERVICE (iii) could subject us or any third party to liability, or (iv) could be fraudulent; (b) you are, or your employees, are in breach of this AGREEMENT; (c) you are in breach of your payment obligations under this AGREEMENT; (d) you have ceased normal operations, such as because of bankruptcy, liquidation, reorganization, or dissolution, and future payment from you is in doubt and no adequate assurance of future payment is received by us.

6.2 Effect of Suspension. If we suspend your right to access or use all or any portion of THE SERVICE: (a) you remain responsible for all fees and charges you incur during the period of suspension; and (b) you will not be entitled to any refund for payments made under this AGREEMENT for any period of suspension.

7. Contract Period and Termination.

7.1 Contract Period. The term of this AGREEMENT will commence on the EFFECTIVE DATE and will remain in effect until terminated under Section 7. Any notice of termination by either party must include a Termination Date and comply with notice requirements in Section 7.2.

7.2 Termination.

(a) Termination At Will. This Agreement may be terminated for any reason by providing us notice and closing your account. We may terminate this AGREEMENT for any reason by providing you at least 30 days advance notice, however notice will not be given if termination is required to satisfy a legal duty. (b) Termination for Cause. (i) Termination for Cause By Either Party. Either party may terminate this AGREEMENT for cause if the other party is in material breach of this AGREEMENT and such breach remains uncorrected for 30 days from receipt of notice by the other party. No later than the Termination Date, you will close your account. (ii) Termination for Cause By Us. We may terminate this AGREEMENT immediately upon notice to you (A) for cause if we have the right to suspend under Section 6, (B) if a third-party service offering expires, terminates or requires alteration, or (C) to comply with a legal duty imposed by a governmental entity. If such legal duty requires an immediate Termination Date, pro-rated refund of fees for the billing period will be given with 30 days.

7.3 Effect of Termination. (a) Generally. Upon the Termination Date: (i) except as provided in Section 7.3(b), all your rights under this AGREEMENT immediately terminate; (ii) you remain responsible for all fees and charges incurred through the Termination Date and for fees and charges incurred during the post-termination period, except as provided in 7.2(b)(ii). (b) Post-Termination. Unless we terminate your use of THE SERVICE pursuant to Section 7.2(b), during the 30 days following the Termination Date: (i) we will not take action to remove from our systems any of your content as a result of the termination; and (ii) we will allow you to retrieve your content from THE SERVICE only if you have paid all amounts due under this AGREEMENT.

For any use of THE SERVICE after the Termination Date, the terms of this AGREEMENT will apply and you will pay the applicable fees at the rates under Section 5.

8. Proprietary Rights.

8.1 Your Content. Except as provided in this Section 8, you consent to our use of your content to provide THE SERVICE to you and end users.

8.2 Service License. We or our licensors own all rights, title, and interest in and to THE SERVICE, and all related technology and intellectual property rights. Subject to the terms of this AGREEMENT, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to do the following: (a) access and use THE SERVICE solely in accordance with this AGREEMENT and the TERMS OF SERVICE; and (b) copy and use the content solely in connection with your permitted use of THE SERVICE.

Except as provided in this Section 8.2, you obtain no rights under this AGREEMENT from us to THE SERVICE, including any related intellectual property rights.

8.4 License Restrictions. You will not use THE SERVICE in any manner or for any purpose other than as expressly permitted by this AGREEMENT. You will not (a) modify, alter, tamper with, or repair any source code that constitutes a part of THE SERVICE, (b) reverse engineer, disassemble, or decompile THE SERVICE or apply any other process or procedure to derive the source code of any software included in THE SERVICE (except to the extent applicable law doesn't allow this restriction), (c) access or use THE SERVICE in a way intended to avoid incurring fees or exceeding usage limits or quotas, or (d) resell or sublicense THE SERVICE.

9. Indemnification.

9.1 General. You will defend, indemnify, and hold harmless ESIDIAN from and against any Losses arising out of or relating to any third-party claim concerning: (a) your use of THE SERVICE (including any activities under your account and use by your employees); (b) breach of this AGREEMENT or violation of applicable law by you, (c) a dispute between you and any end user of THE SERVICE.

You will reimburse us for reasonable attorney fees, as well as our employees and contractors time and materials spent responding to any third party subpoena or other compulsory legal order or process.

10. Disclaimers.

THE SERVICE IS PROVIDED "AS IS" EXCEPT TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, ESIDIAN (A) MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICE OR THE THIRD-PARTY CONTENT, AND (B) DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (I) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, (II)

ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (III) THAT THE SERVICE OFFERINGS OR THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, AND (IV) THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED.

11. Limitations of Liability.

ESIDIAN WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, ESIDIAN WILL NOT BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE SERVICES, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE, (II) OUR DISCONTINUATION OF ANY OR ALL OF THE SERVICE, OR, (III) ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICE FOR ANY REASON; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. IN ANY CASE, EXCEPT FOR PAYMENT OBLIGATIONS UNDER THIS AGREEMENT, ESIDIAN'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT YOU ACTUALLY PAID TO ESIDIAN UNDER THIS AGREEMENT FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE. THE LIMITATIONS IN THIS SECTION 11 APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

12. Modifications to the Agreement.

We may modify this AGREEMENT at any time by posting a revised version on THE SERVICE Site or by otherwise notifying you in accordance with Section 13.10. By continuing to use this Service after the effective date of any modifications to this AGREEMENT, you agree to be bound by the modified terms. It is your responsibility to check THE SERVICE Site regularly for modifications to this AGREEMENT.

13. Miscellaneous.

13.1 Assignment. You will not assign or otherwise transfer this AGREEMENT or any of your rights and obligations under this AGREEMENT, without our prior written consent. Any assignment or transfer in violation of this Section 13.1 will be void.

We may assign this AGREEMENT without your consent in connection with sale of all or substantially all rights under this AGREEMENT. Upon such assignment, the assignee is deemed substituted for ESIDIAN as a party to this AGREEMENT and ESIDIAN is fully released from all of its obligations and duties to perform under this AGREEMENT. Subject to the foregoing, this AGREEMENT will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns.

13.2 Entire Agreement. This AGREEMENT incorporates the TERMS OF USE by reference and is the entire agreement between you and us regarding the subject matter of this AGREEMENT. This AGREEMENT supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of this AGREEMENT.

13.3 Force Majeure. We and our affiliates will not be liable for any delay or failure to perform any obligation under this AGREEMENT where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes, electrical or power outages, utilities or other telecommunications failures, earthquake, storms, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

13.4 Governing Law. This AGREEMENT is governed by the Laws of the United States of America and the State of California.

13.5 Restrictive Jurisdiction.

YOUR USE OF AND THE PROVISION OF THIS SERVICE BY ESIDIAN DOES NOT IMPLY INTENT TO SEEK THE BENEFITS AND PROTECTIONS OF FOREIGN LAW. IN ALL LEGAL COMPILATIONS EXCEPT THE UNITED STATES OF AMERICA, YOU AGREE, WHEREVER POSSIBLE, THE LAWS OF THE NON-UNITED STATES JURISDICTION SHALL BE INTERPRETED AGAINST THE SUFFICIENCY OF PURPOSEFUL AVAILMENT TO SUPPORT A FINDING OF JURISDICTION IN ANY CASE OR MATTER INVOLVING THIS AGREEMENT WITH ESIDIAN AS A PARTY. THIS PROVISION DOES NOT APPLY TO THIRD PARTY AGREEMENTS, PAYMENT PROCESSING AGREEMENTS, OR ANY OTHER AGREEMENT WITH ESIDIAN AS A PARTY.

13.6 Trade Compliance. In connection with this AGREEMENT, each party will comply with all import and export control laws. You represent and warrant

that you and your financial institutions are not a restricted party within the aegis of the United Nations Security Council, the U.S. Government, the European Union or its Member States, or other duly recognized international agencies. You accept responsibility to comply with these rules.

13.7 No Business Organization. This AGREEMENT shall not be construed to create a partnership, joint venture, or any other business organization or relationship that creates or restricts any right not a part of this AGREEMENT.

13.8 Language. All communications and notices pursuant to this AGREEMENT must be in the English language. If we provide a translation of the English language version of this AGREEMENT, the original English language version is authoritative for all parties in any matter.

13.9 Confidentiality. You may use personally identifiable information discovered through the SERVICE only consistent with the intended use of the SERVICE and under the provisions of the TERMS OF USE. You agree to take all reasonable measures to avoid disclosure, dissemination or unauthorized use of any personally identifiable information discovered in the course of your use of the SERVICE.

13.10 Notice.

(a) Notice To You. Notice under this AGREEMENT is given by (i) posting on the SERVICE Site (ii) Email to the address associated with the user account

Notices are effective when posted on the SERVICE Site or sent to the user email address and assumed to be received when sent. You accept responsibility to maintain a correct and working email address.

(b) Notice To Us. To give us notice under this AGREEMENT, you may do so by mail or email to an address listed at the bottom of this AGREEMENT. Notices received by email will be deemed effective when sent and notices by mail will be deemed effective on the postmark date.

13.11 No Third-Party Beneficiaries. Except as set forth in Section 9, this AGREEMENT does not create any third-party beneficiary rights in any individual or entity that is not a party to this AGREEMENT.

13.12 U.S. Government Rights. The SERVICE is provided to the U.S. Government as "commercial items", "commercial computer software", "commercial computer software documentation", and "technical data" with the same rights and restrictions generally applicable to the SERVICE. If you are using the SERVICE on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent with federal

law, you will give notice in accord with Section 13.10(b) and immediately discontinue your use of the SERVICE.

13.13 No Waivers. The failure by us to enforce any provision of this AGREEMENT will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.

13.14 Severability. If any portion of this AGREEMENT is held to be invalid or unenforceable, the remaining portions of this AGREEMENT will remain in full force and effect. Any invalid or unenforceable portions will be interpreted consistent with the effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this AGREEMENT but the rest of the AGREEMENT will remain in full force and effect.

13.15 Jurisdictional Use Restrictions. If the SERVICE violates a provision of a LEGAL COMPILATION, registration of new users within the jurisdiction for which a violation exists will not be permitted and the SERVICE will be immediately terminated for all users who identify their location as within the jurisdiction and refunds will be issued in accordance with Section 7.2 of this AGREEMENT. If the laws of the jurisdiction change to permit lawful operation, the SERVICE may be restored by giving notice in accord with Section 13.10(b) that includes an authentic copy of the modified law or exemption. Upon finding the SERVICE may lawfully operate within the jurisdiction, use restrictions for the jurisdiction will be removed.

13.16 Stability and Security. You acknowledge that it is in the best interests of both THE USER and ESIDIAN that THE SERVICE be secure and stable. To that end, ESIDIAN reserves the right to modify the service or access to THE SERVICE at any time. You also agree that, in the event of degradation or instability of THE SERVICE or an emergency, ESIDIAN may, in its sole discretion, temporarily suspend your access to or ability to use THE SERVICE in order to counteract security threats or to protect the operational stability and security of THE SERVICE.

14. Definitions.

"THE SERVICE" refers to the ESIDIAN owned Public Pandemic Tools Website located on the Internet at domain name publicpandemictools.com.

"PROVIDER ACCOUNT" refers to a person who has registered for use of THE SERVICE as a health services or testing provider. "PHA ACCOUNT" refers to a public entity or its authorized representatives who have registered for THE SERVICE using the Public Health Authority Account Type and who use THE SERVICE under the aegis of a regional public health authority. "LEGAL

COMPILATION" means the sum of written legal authorities in all known jurisdictions. "TERMS OF USE" means the policy document linked to by the Terms link on the SERVICE Website (and any successor or related locations designated by us). "ACCOUNT INFORMATION" means information about you that you provide to us in connection with the creation or administration of your account within the SERVICE. "CONFIDENTIAL INFORMATION" means all nonpublic information disclosed by the SERVICE. Confidential information within the SERVICE includes: (a) personally identifiable close contacts information inputted by users of the SERVICE. (b) third-party information that we are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between you and us or our affiliates. ESIDIAN confidential information does not include any information that: (i) is or becomes publicly available without breach of this AGREEMENT; (ii) can be shown by documentation to have been known to you at the time of your receipt from us; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortuous act; or (iv) can be shown by documentation to have been independently developed by you without reference to the ESIDIAN confidential information.

Questions, comments, or notices may be directed to

P.O. Box 531, Berkeley, CA 94701

Email admin@publicpandemictools.com

October 22, 2020