

SERVICES AGREEMENT

This Services Agreement (this “Agreement”) is a legal agreement between you and LifeReach, LLC, a Tennessee limited liability company (“we,” “us,” or “our”). By using any services and/or materials provided by us, you agree to be bound by all terms and conditions of this Agreement, and you acknowledge and agree that this Agreement has the same force and effect as a signed agreement. If you do not agree to this Agreement, you may not use any services or materials provided by us.

IF YOU DO NOT AGREE TO THIS AGREEMENT, PRIOR TO USING THE KIT OR ANY PRODUCTS OR SERVICES PROVIDED BY US, PLEASE RETURN THEM TO US AND WE WILL ISSUE A REFUND.

1. SERVICES

We will provide certain anaphylaxis management and consultation products and services, including without limitation, anaphylaxis emergency kits (the “Kits”) and related incident tracking, medication tracking, training and education services, as set forth below (collectively, the “Services”).

Kits. BY USING ANY KITS FROM LIFEREACH, YOU ACKNOWLEDGE AND AGREE THAT LIFEREACH HEREBY EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION WITH YOUR USE, STORAGE, PLACEMENT, DISPOSAL, REPLACEMENT, AND/OR ADMINISTRATION OF THE KITS AND/OR ANY EPINEPHRINE AUTO-INJECTORS YOU MAY PLACE IN THE KITS. IT IS YOUR SOLE AND EXCLUSIVE RESPONSIBILITY TO MONITOR AND MAINTAIN THE KITS, AND TO ENSURE (A) ALL EPINEPHRINE AUTO-INJECTORS ARE REPLACED PRIOR TO THEIR LISTED EXPIRATION DATES, (B) THAT NO TAMPERING, MODIFICATION, OR DESTRUCTION OCCURS WITH RESPECT TO ANY KIT, (C) THAT YOU DETERMINE AND MAINTAIN THE APPROPRIATE DOSAGES OF EPINEPHRINE AUTO-INJECTORS YOU STORE IN THE KITS, AND (D) ALL EPINEPHRINE AUTO-INJECTORS COMPLY WITH ALL MANUFACTURER’S GUIDELINES FOR PROPER USE, STORAGE, REPLACEMENT, AND ADMINISTRATION OF THEM.

Incident Tracking. Incident tracking is an optional service provided to you, but in the event you elect to use it, we will create and make available to you forms and/or a customized online interface for you to record and provide detailed information on: (a) any incident associated with or arising out of an anaphylactic reaction; and/or (b) any use or administration of an epinephrine auto-injector, whether such epinephrine auto-injector was included in a Kit, personally held and maintained by any individual, or otherwise (each, an “Incident”). You agree to provide detailed written notice to us of any Incident as soon as possible (but in any event, within twenty-four (24) hours) after the Incident occurs or any other occasion in which supplies from the Kits are used. Such notice shall include at a minimum the nature of the Incident(s), the type and amount of any supplies used (including without limitation, all epinephrine auto-injectors), and any other documentation and information that we may request. Please note we do not collect, and you should not send, any Protected Health Information (as defined below).

Training and Educational Services. We may provide certain training and education services, which may include: (a) education and training on the purpose and ideal placement of the epinephrine auto-injectors and the Kits, as well as how to recognize and respond to anaphylactic reactions; and (b) training on proper use, administration, and handling of epinephrine auto-injectors. However, you are solely and exclusively responsible for, and we shall have no liability for, your placement, location, and use of the Kits or any epinephrine auto-injector. In the event of any change in any product or service (including without limitation, any manufacturer changes to epinephrine auto-injectors) and/or any changes in applicable laws, rules, or regulations, we shall not have any responsibility or liability to inform or educate you regarding such change, or to alter the way in which we provide the Services and/or the Kits, and our sole obligation shall be to use commercially reasonable efforts to include information regarding such change(s) in education and training sessions that occur subsequent to such changes becoming effective.

2. YOUR RESPONSIBILITIES

Delays. We shall not be liable for any delay or failure in the performance of our obligations under this Agreement to the extent such delay or failure is caused by your actions or omissions or due to your breach of this Agreement. In particular, you expressly acknowledge and agree that your failure to timely provide all necessary information to us may result in our inability to perform some or all services effectively, and we shall have no liability for any such failure or delay or any consequences thereof, or for any of your acts or omissions.

No PHI. Our duties under this Agreement do not require the transfer to us of Protected Health Information (“PHI”) (as defined in the Health Insurance Portability and Accountability Act of 1996 and related regulations (the “HIPAA Privacy Rule”). Neither of us will be a “business associate,” as defined under the HIPAA Privacy Rule. You agree not to disclose PHI to us and to remove all PHI from all forms and documentation before providing them to us. In the event you fail to fully remove PHI from any documentation or materials provided to us, we shall promptly return such documentation and/or materials to you and will not otherwise disclose PHI to any third party except as required by law or approved by you.

3. DISCLAIMERS, LIABILITY AND INDEMNITY

Disclaimers. EXCEPT AS EXPRESSLY SET FORTH HEREIN, WE MAKE NO WARRANTY, EXPRESS OR IMPLIED WITH RESPECT TO THIS AGREEMENT, TRAINING AND EDUCATIONAL SERVICES, EPINEPHRINE AUTO-INJECTORS, KITS, OR ANY SERVICES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE MAKE NO WARRANTIES REGARDING THE ACCURACY, COMPLETENESS OR TIMELINESS OF ANY INFORMATION PROVIDED IN CONNECTION WITH, OR RESULTS OBTAINED THROUGH USE OF, THE SERVICES OR KITS, AND WE SHALL HAVE NO LIABILITY FOR ANY CLAIM ARISING FROM ANY USE OF SUCH INFORMATION OR RESULTS.

For purposes of illustration only, and without limiting the foregoing or any other disclaimers, exclusions, or limitations in this Agreement, we are not and shall not be responsible, and have no liability, for: (a) any tampering with, modification, or use except as expressly set forth under this Agreement or otherwise directed by us in writing, of the Kits, any supplies or materials therein, epinephrine auto-injectors, or any other products or services; (b) any Kits or portions thereof (including without limitation, epinephrine auto-injectors) that are switched, altered, replaced, relocated, or removed by you; (c) any epinephrine auto-injectors; or (d) any accidental or incorrect administration of any epinephrine auto-injectors.

Limitation of Liability. IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, INCREASED, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, AND WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT YOU OR WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER INCURRED WITH RESPECT TO ONE CLAIM, OR CUMULATIVELY INCURRED FROM MULTIPLE RELATED OR UNRELATED CLAIMS, AND WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY YOU TO US IN THE SIX (6)-MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO SUCH CLAIM. THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Indemnification. You agree to indemnify, defend and hold harmless us, our officers, directors, employees, subsidiaries, subcontractors, medical advisory board members, prescribing physicians, affiliates, representatives, successors and assigns from and against any and all claims, judgments, actions, suits, proceedings, demands, liabilities, costs, losses, damages, and expenses (including reasonable attorneys' fees) arising or resulting from (a) any information provided by you; (b) the use or misuse of the Services and/or the results obtained from the Services; (c) any claim arising out of or related to the Services or use of the Kits by any person; (d) your use, storage, and administration of epinephrine auto-injectors, whether or not any of the foregoing is in accordance with the manufacturer's specifications for such epinephrine auto-injectors; and/or (e) any breach by you of this Agreement.

4. GENERAL

This Agreement will be binding upon both parties and their respective heirs, successors and permitted assigns. This Agreement constitutes the complete agreement and understanding between the parties with respect to the subject matter hereof. No provision in this Agreement, express or implied, shall be construed in any respect whatsoever as creating rights enforceable by any third party. LifeReach, LLC is an independent contractor, and nothing in this Agreement will be construed to create an agency or employment relationship between us and you for any purpose. No waiver of any of the terms of this Agreement will be valid unless in writing and signed by authorized representatives of both parties. Our subcontractors, medical advisory board, suppliers, and prescribing physicians, are all intended third-party beneficiaries of this Agreement. Any forbearance or delay on the part of either party in enforcing any of its rights under this Agreement will not be construed as a waiver of such right to enforce same for such occurrence or any other occurrence. If any one or more of the provisions of this Agreement are for any reason held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will be unimpaired and will remain in full force and effect. Any provision of this Agreement which, by its nature, would survive termination or expiration of this Agreement will survive any such termination or expiration of this Agreement. This Agreement will be governed by, and construed in accordance with, the internal laws of the State of Tennessee, without regard to its choice of laws principles. Any action or proceeding under this Agreement or any provision hereof shall be brought solely and exclusively in the applicable state or federal courts located in Nashville, Tennessee.

Effective as of March 27, 2015