

Terms and conditions

iSage Rx Terms & Conditions of Use (“Terms of Use”)

Welcome to iSage, a mobile application on a phone or tablet (“Mobile App”) that provides support in titrating your basal insulin (collectively, “Services”). iSage is available through this Mobile App as well as through a Healthcare Provider Web Portal (“Website”). iSage is prescribed to a patient by his or her physician and allows the patient and his or her care manager, physician, health plan, pharmacy and other users to communicate services for the patient’s care.

Amalgam Rx, Inc. and its subsidiary iSage Rx, Inc., collectively referred to as (“Amalgam,” “we,” or “us”) owns and operates iSage. These Terms of Use apply to iSage and the Services provided through iSage by Amalgam and Amalgam’s vendors and partners. Any reference to iSage in this Agreement applies to Amalgam, and any reference to Amalgam Rx in this Agreement applies to iSage, where appropriate.

Please read the following carefully. This is a legally binding agreement between you as a User (as defined below) and Amalgam. These Terms of Use together with all amendments, addenda, and licenses, and collectively with all iSage rules and policies, including the iSage Privacy Policy, constitute the “Agreement” between you and us for your access to and use of iSage. By accessing or using iSage (including the Website, the Mobile App, or any of the Services) you signify that you have read the Agreement and that you understand and agree to be bound by the Agreement.

If you use or access iSage you indicate your acceptance of the Agreement. If you are accessing or using iSage on behalf of any business, organization, or other entity of any kind, you represent and warrant that you are authorized (a) to accept these terms on its behalf and (b) to bind such business, organization, or entity to the Agreement. If you have not read the Agreement, do not understand or agree to be bound by the Agreement, or are not able to consent to be bound by the Agreement (e.g., if you are not old enough to enter into a binding legal contract), do not use iSage.

PLEASE BE AWARE THAT ISAGE (INCLUDING THE WEBSITE, THE MOBILE APP, AND THE SERVICES) IS NOT TO BE USED FOR EMERGENCIES AND WE DISCLAIM ALL LIABILITY FOR USE OF ISAGE IN CONNECTION WITH EMERGENCIES. IF YOU ARE A PATIENT USER, PLEASE GO TO YOUR NEAREST HOSPITAL IN THE EVENT OF AN EMERGENCY. IF YOU ARE A PROVIDER, DO NOT USE ISAGE TO COMMUNICATE WITH YOUR PATIENTS ABOUT EMERGENCY MEDICAL ISSUES.

Definitions

The term “iSage” includes (1) all of the features and functionality of both the Mobile App

iSage Rx Terms & Conditions of Use (“Terms of Use”)

and the Website (referred to collectively as the “Site”), (2) all of the content accessible through the Mobile App and Website, i.e., everything on the Site, whether accessible online wirelessly or electronically or offline after, e.g., downloading and printing, and (3) all Services provided by or otherwise made available to you through the Site.

The term “User” refers to you as a iSage user, regardless of the means by which you access iSage. As a User, you may be (1) a patient (“Patient User”) or (2) a non-patient healthcare service provider, payer (including an employer-sponsored payer), pharmacy, disease management organization, case manager or another individual who is involved in the management or care of the patient, including their employees and agents (“Non-Patient User”).

The term “Personal Information” refers to any patient information collected or available through iSage.

Purpose of iSage and the Services

iSage provides different Services to different Users, including:

- For Patient Users, to receive Personal Information about diabetes and management of your condition,
- For Patient Users, to receive electronic reminders concerning medication and testing,
- For Patient Users, to access and use a personal, password-protected database for entry of Personal Information and to later review such Personal Information related to the management and treatment of your diabetes,
- For Non-Patient Users, to provide personal, password-protected access to patient data to support the management or care of patients, including by modifying treatments via electronic messages delivered by iSage.

Not all Services will necessarily be used by or for every User.

Scope of these Terms of Use

We maintain iSage for your personal use, if you are a Patient User, and for your business use, if you are a Non-Patient User. By using iSage, or by bypassing the Agreement or these Terms of Use in any way (for example, by linking to a page within this Site), you are entering into an agreement with us to be bound by the then-current version of the Agreement, including these Terms of Use. You are also bound by all applicable laws. The Agreement is the entire agreement between you and us relating to your use of iSage. We have the right to revise the Agreement at any time, including for example any rules or postings on the Site related to using specific features of iSage (such as how to establish an account), and such revisions shall be effective when we post them on the Site.

Representations and Warranties.

Patient User Representations and Warranties

If you are a Patient User, you represent and warrant that:

iSage Rx Terms & Conditions of Use (“Terms of Use”)

1. You are acting on behalf of yourself personally and that you will use iSage solely for management of your basal insulin;
2. You will input accurate information about yourself. If you discover any inaccurate information in iSage regarding you or your condition, you agree to take all reasonable steps necessary to correct such inaccurate information;
3. You understand how a Non-Patient User may use iSage for your care and you have read the representations and warranties for a Non-Patient User in the section below;
4. Clinical treatment and medications prescribed by your healthcare provider and the service coverage under your health plan shall be determined independent of, and without input from, iSage;
5. It is your responsibility to use iSage to receive medication reminders, and educational information available on the Mobile App, and Amalgam Rx is not responsible if you don't use iSage as prescribed;
6. iSage is designed to help you manage your medical condition, but you are ultimately responsible for your own treatment and care. The content provided by iSage does not constitute medical advice or a substitute for seeing your provider responsible for your treatment and care of your condition; and
7. If you experience any serious problem or need immediate medical assistance, you shall immediately call your healthcare provider or 911 for emergency help.

Non-Patient User Representations and Warranties

If you are a Non-Patient User, you represent and warrant that:

1. You are, or are employed by, a licensed healthcare professional or other organization involved in the management or care of patients;
2. You are acting on behalf of yourself or your employer to treat patients having diabetes who are under your care for that condition;
3. You are authorized to accept the Agreement, including these Terms of Use, on behalf of yourself and your employer;
4. You are participating voluntarily to support the provision of care to your patients, and that Amalgam Rx is not responsible for any of the following:
 - whether or not you log onto or access iSage to review any data
 - associated with regard to your patients; obtaining or retrieving patient blood glucose or other data from iSage;
 - any treatment, treatment decisions, modification to treatment plans or diagnosis, or any other decision within your scope of practice or under an agreement with a patient that you provide, whether or not based on data obtained from iSage; and
 - your compliance with HIPAA, or any other federal or state law.

License Grant

Subject to the terms of the Agreement, Amalgam Rx grants you a limited, non-transferable, non-assignable, non-sublicensable, non-exclusive, personal, and revocable license (a) to access and use the Site and the Services as described in these Terms of Use, (b) to upload onto your iSage-compatible phone, personal digital assistant, or other handheld wireless communication device software intended to facilitate communication between the iSage servers and such devices, and (c) to print

from iSage for your personal use only. No license is granted to any third party and you have no right to make available to anyone access to the Site or the Services. You have no right or license to use the Site or Services for the benefit of another, except if you are a Non-Patient User involved in the management or care of a patient, and you are using iSage for the benefit of the patient.

Product and Service

Reference to any product or service on iSage does not constitute an offer to sell or supply that product or service and does not mean that the product or service is available. PRICES AND AVAILABILITY OF THE PRODUCTS AND SERVICES IDENTIFIED ON THE SITE ARE SUBJECT TO CHANGE WITHOUT NOTICE. The listing, description of, or reference to, a product or service on iSage does not imply that we endorse that product or service or that the owner of such product or service endorses iSage.

Ownership of Materials and Use Restrictions

Amalgam Rx is, unless otherwise stated, the owner of all copyright, trademark, patent, trade secret, database and other proprietary rights to information on iSage, including without limitation, the Site. Without limitation of the foregoing, we assert ownership of a copyright in the entire iSage system, including without limitation, the Site, as a collective work and/or compilation, and in the selection, co-ordination and arrangement of the information and content in iSage. You may not publish, distribute, extract, re-utilize, or reproduce

any part of iSage in any material form (including photocopying or storing it in any medium by electronic means) other than in accordance with the limited use license set out in these Terms of Use or as permitted by the United States Copyright Act. Except as expressly provided in these Terms of Use and the copyright notice, we grant no rights to you under any patents, copyrights, trademarks, trade secrets or any other proprietary rights. Notwithstanding the foregoing, Amalgam Rx does not own the original Personal Information that Users input into iSage.

Except as expressly permitted in these Terms of Use, you may not modify or copy in any way any content you obtain from iSage, including without limitation, the Site; distribute or transmit such content to any third party for commercial purposes; frame, scrape, or otherwise display any of the content of iSage on your own or any other website; use such content in any way that is competitive with Amalgam Rx or that disparages Amalgam; mass distribute such content through electronic or other means; or make any unauthorized use of such content. Such modification, distribution, transmission, display, or use shall constitute a material breach of these Terms of Use and infringe Amalgam's copyrights, patents, trademarks, trade secrets, or other intellectual property rights owned by or licensed to Amalgam. You may not decompile, reverse engineer or reverse assemble any portion of iSage or the underlying software. If you download or print any content of iSage, you agree to maintain any and all patent, copyright, trademark notices and other notices or statements of proprietary rights appearing on such content and not to remove, obliterate or cancel from view any such notices or statements. Amalgam Rx has no right or authority to authorize you to access, use, download, print, copy, modify,

iSage Rx Terms & Conditions of Use (“Terms of Use”)

display, distribute, or transmit any content of any other website that you may access from iSage.

You have no right or license to use iSage for the benefit of another in an external service bureau or time-sharing arrangement or otherwise with a user not licensed by Amalgam, except if you are a Non-Patient User involved in the management or care of a patient, and you are using iSage for the benefit of your patient. Under limited circumstances, iSage may permit you to create and upload text, information and content. You represent and warrant that you have the legal right to such text, information and content and that none of the text, information and content violates the copyright, patent, trademark, trade secret and/or other intellectual property of any other party. Amalgam Rx reserves the right to remove any text, information or content uploaded by you that it determines infringes on any third party’s copyrights, trademarks, trade secrets, or other intellectual property rights, or that Amalgam Rx otherwise determines is inappropriate.

In connection with your access to and use of iSage, you may not access or use any password-protected, secure, or non-public areas of the Site, except as specifically authorized in writing by Amalgam; impersonate or misrepresent your affiliation with any person or entity; use any automated means to access or use iSage, including scripts, bots, scrapers, data miners, or similar software; attempt to or actually disrupt, impair, interfere with, alter, or modify iSage, or any information, data, or materials posted or displayed by Amalgam; access data on the Site not intended for you; or attempt to probe, scan, or test the vulnerability of the Site or breach any implemented security or authentication measures, regardless of your motives or intent.

Links to or from iSage

You may not create a link from your website or any other Internet location to the Site without the express written permission of Amalgam. If Amalgam grants you permission to link to the Site, Amalgam reserves the right to revoke such permission at any time. If such permission is revoked, you agree that your failure to sever such link immediately will cause Amalgam immediate and irreparable injury.

Any links to other websites or Internet locations from iSage have been provided for your convenience only. Amalgam Rx may at its discretion provide link-throughs to the websites of other entities with whom you may have relationships, such as a plan or provider. Amalgam Rx does not endorse, sponsor, or approve any of the content of any websites or locations to which iSage links. Amalgam Rx has no control over any of the websites or other Internet locations that you may access through iSage, or from which you access iSage, and is not responsible for the content or accuracy of the content of any such websites or locations. If you access any other website or Internet locations through iSage, you do so at your own risk.

Confidential Information

Except for Personal Information (if you are a Patient User), specific patient data (if you are a Non-Patient User) that you may enter into your password-protected portion of the Site, and your mobile device’s make, model, and screen resolution during iSage’s

iSage Rx Terms & Conditions of Use (“Terms of Use”)

installation, Amalgam Rx does not solicit nor do we wish to receive any personal, confidential, secret or proprietary information or other material from you, either whether through iSage, any of the Services, by e-mail, or in any other way. Unless otherwise expressly agreed in writing prior to your submission to us or as set forth in this Agreement or the Privacy Policy, any comments, feedback, information or other material submitted or sent to us will be deemed not to be confidential or secret. By submitting or sending comments, feedback, information or other material to us you represent and warrant that the information and material is original to you and that no other party has any rights to the information or material. We shall have the unrestricted, worldwide right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display any such information and material (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology, now known or later developed. You also represent and warrant that any "moral rights" in posted information and materials have been waived.

Please see Amalgam Rx and iSage's Privacy Policy for more information on how Amalgam Rx uses your Personal Information.

Trademarks

All brand, product and service names used regarding iSage and Amalgam Rx are the trademarks, trade names or service marks of Amalgam, unless otherwise stated. You may not distribute products or offer services under or by reference to or otherwise use or reproduce any such trademarks, trade names or service marks, or use any meta tags or any other "hidden text" utilizing any such trademarks, trade names or service marks, without the express prior written permission of Amalgam Rx or the owner of such trademarks, trade names or service marks.

Registration and Security

By entering any information on iSage, you represent and warrant that: (i) you are at least 21 years of age; (ii) you are using your actual identity; (iii) you have provided only true, accurate, current and complete information; and (iv) you will maintain and promptly update the information that you provide to keep it true, accurate, current and complete. Additionally, you agree to maintain the strict confidentiality of your account and any passwords issued to you for your use of or access to iSage or any portion thereof, and you agree not to allow any other entity to use any username(s) or password(s) that are issued to you. You shall be responsible for all activity that occurs under your account or password. We cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations. If you wish to cancel a username or password, or if you become aware of any loss, theft or unauthorized use of a username or password, please notify us immediately. We reserve the right to delete or change any username or password at any time and for any reason.

Modification of iSage and the Services

We reserve complete and sole discretion with respect to the operation of iSage and the Services. We reserve the right, for any reason, in our sole discretion, to terminate, change, suspend or discontinue any aspect of iSage, including, but not limited to,

iSage Rx Terms & Conditions of Use ("Terms of Use")

content, features or hours of availability. We may also impose limits on certain features of iSage or restrict your access to part or all of iSage without notice or penalty. We may suspend or terminate your account or your use of iSage at any time, for any reason or for no reason at all.

Use Outside United States

Amalgam Rx makes no representation or warranty that the content of iSage is appropriate, lawful, or available for use in countries other than the United States. If you use iSage, including without limitation, the Site, you are responsible for compliance with all applicable laws.

Disclaimer of Warranties and Liability

ISAGE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, ISAGE RX DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ALL WARRANTIES ARISING BY COURSE OF DEALING OR CUSTOM OF TRADE. YOU EXPRESSLY AGREE THAT USE OF ISAGE IS AT YOUR SOLE RISK AND YOU ASSUME FULL RESPONSIBILITY FOR ALL COSTS ASSOCIATED WITH ALL NECESSARY SERVICING OR REPAIRS OF ANY EQUIPMENT YOU USE IN CONNECTION WITH YOUR USE OF ISAGE. NEITHER ISAGE RX NOR ANY OF ITS PARTNERS REPRESENTS OR WARRANTS THAT ISAGE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS, IF ANY, WILL BE CORRECTED, OR THAT ISAGE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, NOR DOES ISAGE RX OR ITS PARTNERS MAKE ANY REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY, RELIABILITY, CURRENCY, QUALITY, PERFORMANCE OR SUITABILITY OF ISAGE. IN THE EVENT OF ANY PROBLEM WITH THE SITE, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING ISAGE.

You acknowledge that data entry and conversion is subject to human and machine errors, omissions, delays, and losses, including inadvertent loss or corruption of data or damage to media, that may give rise to loss or damage. You agree Amalgam Rx will not be liable for any such errors, omissions, delays, or losses, unless caused by Amalgam's gross negligence or willful misconduct. You are responsible for adopting reasonable measures to limit the impact of such problems, including backing up data, and adopting procedures to ensure the accuracy of input data; examining and confirming results prior to use of data; and adopting procedures to identify and correct errors and omissions and reconstruct data. You are also responsible for complying with all local, state, and federal laws pertaining to the use and disclosure of any data.

Amalgam Rx expressly disclaims any responsibility or liability for, and you agree Amalgam Rx will not be responsible or liable for:

(A) Errors in data or data entry, whether caused by you or the hardware or communications medium used for data entry; (B) Errors in dating or filing data caused by you or the hardware or communications medium used for data entry; (C) Errors in therapeutic conclusions or interventional instructions provided by Non-Patient Users

relying on erroneous data or data entry; (D) Malfunction or loss of use of any hardware; (E) Loss or degradation of communications between you and iSage or a Amalgam Rx service provider for any reason not within control of Amalgam; (F) Injury to anyone associated with use of any hardware used for data or voice communication with iSage or with Amalgam; (G) Failure by you to correct erroneous data or to comply with proper instructions; (H) Errors resulting from unauthorized access to iSage or associated data; and (I) Any damage or injury to anyone directly or indirectly resulting from use of or communication with iSage or Amalgam Rx where the proximate cause of such damage or injury is not within the control of Amalgam.

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, THE SOLE REMEDY FOR ANY CLAIM FOR DAMAGES ARISING OUT OF OR RELATED TO ISAGE OR AMALGAM, INCLUDING WITHOUT LIMITATION, THE SITE, ANY SERVICE, OR ANY PRODUCT OR SERVICE ACQUIRED THROUGH ISAGE SHALL BE LIMITED TO A REFUND OF ANY AMOUNT YOU PAID FOR SUCH PRODUCT OR SERVICE. UNDER NO CIRCUMSTANCES SHALL AMALGAM, OR ANY OF ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS OR REPRESENTATIVES, OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, TRANSMITTING OR DISTRIBUTING ISAGE OR ANY PART THEREOF, BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING LOST OR CORRUPTED DATA OR LOST PROFITS OR OTHER ECONOMIC DAMAGES, ARISING FROM OR IN CONNECTION WITH ISAGE OR ANY PRODUCTS OR SERVICES MADE AVAILABLE OR LISTED ON IT, WHETHER UNDER A THEORY OF BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN THE EVENT THE FOREGOING LIMITATION OF LIABILITY IS HELD TO BE UNENFORCEABLE FOR ANY REASON, THEN OUR MAXIMUM LIABILITY FOR ANY OF THE FOREGOING TYPES OF DAMAGES SHALL BE LIMITED TO THE AMOUNT THAT ISAGE RX RECEIVED FROM YOU FOR THE TRANSACTION THAT GAVE RISE TO THE CLAIM. THE LIMITATIONS IN THIS PROVISION SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Indemnification

You agree to indemnify, defend, and hold harmless Amalgam Rx and its directors, officers, employees, agents and representatives from and against any and all third party claims, demands, lawsuits, damages, liabilities, losses, costs, or expenses (including but not limited to reasonable fees and disbursements of counsel and court costs), judgments, settlements, and penalties of every kind arising from: (i) your use of iSage, the Site, or the Services or content or of any data provided in connection therewith in violation of the Agreement, including these Terms of Use, by you or any of your partners, employees, agents or contractors; (ii) any claim that iSage as modified or altered by you or your partners, employees, agents or contractors, or the use by Amalgam Rx of any

iSage Rx Terms & Conditions of Use (“Terms of Use”)

data submitted by you, infringes the patent, copyright or other intellectual property right, or misappropriates the trade secrets, of any third party; (iii) any inaccurate or incomplete data, or any virus, worms, spyware, back door, Trojan horse or other malicious code transmitted by you; (iv) any breach of the Agreement, including these Terms of Use by you; and (v) any violation of applicable laws, rules or regulations by you.

Term and Termination

Your obligations under the Agreement shall continue for as long as you access or use iSage or use or maintain any of the content of iSage or copies thereof. You may terminate your obligations at any time by discontinuing your use of iSage and by destroying all content obtained from it, and all copies thereof. However, your termination of the Agreement does not relieve you from liability resulting from your failure to comply with the obligations of the Agreement before such termination, and Amalgam Rx reserves the right to enforce such pre-termination obligations before or after you terminate the Agreement. Amalgam Rx reserves the right, in its sole discretion, to terminate your access to or use of iSage, including the Site and the Services, and any related services or any portion thereof at any time and for any reason, including, without limitation, breach of the Agreement.

Force Majeure

Neither party to the Agreement shall be liable to the other under the Agreement or otherwise for performance that is prevented by a cause outside the control of the party, including without limitation, natural disaster, war, riot, labor disturbance, or failure of publicly available channels of communication.

Dispute Resolution

All disputes seeking only monetary damages and arising out of or relating to the Agreement or Amalgam's operation of iSage, except disputes involving infringement or ownership of intellectual property rights, shall be resolved by binding arbitration in Wilmington,

Delaware, pursuant to the rules of the American Arbitration Association. All disputes seeking injunctions or other non-monetary remedies or involving infringement or ownership of intellectual property rights shall be resolved in the federal district court or applicable state court in Delaware, and you consent to personal jurisdiction and venue in such court.

Applicable Law

The Agreement is governed by and will be construed in accordance with the laws of the United States and the State of Delaware, without regard to conflicts of laws principles.

Severability

If any provision or part of a provision of the Agreement is contrary to law, the remaining part of the provision and the remaining provisions of the Agreement will remain in effect.

Operator Notices

iSage is operated by Amalgam Rx, Inc.

All formal notices to us shall be sent to rsysko@isagerx.com.

All notices to you shall be sent to the email address that you provide when you register. Any notice provided under the Agreement shall be deemed given one business day after the email is sent. If you do not register, or register with inaccurate information, you hereby waive any right to notice for any purpose related to the Agreement or iSage. Any action or claim against us must be brought within one year following the date on which the claim first accrued or shall be deemed forever waived.

Assignment

You may not assign, by operation of law or otherwise, any rights or delegate any duties under the Agreement to any third party without prior written consent by Amalgam. Any purported assignment lacking such consent will be void at its inception. Amalgam Rx may assign all or part of its rights and/or delegate all or part of its duties under the Agreement to any party, at any time, and in its sole discretion, upon notice of assignment by posting such notice on the Site or through our Services.