



Web Site Use Agreement

This Agreement is between you and Optum (on behalf of itself and its affiliates and subsidiaries including OptumHealth Behavioral Solutions of CA referred to as "we," "us," and "our") and governs your use of this Web site ("Site"). If you or the organization you belong to has an existing agreement ("Business Agreement") with us, the services you use through this Site are also subject to the terms and conditions of that Business Agreement, incorporated herein which, together with this Agreement shall constitute the entire agreement between you and us pertaining to your use of our Site.

How You Accept This Agreement

You agree to the terms of this Agreement by using our Site. If you do not agree to these terms, you may not use this Site. We may modify this Agreement at any time with or without notice, by posting it on our Site and successive modification will become effective immediately. You agree to review this Agreement from time to time.

What You Represent and Warrant to Us

You represent and warrant to us that (a)you are who you portray yourself to be when you use this site (b)your use of the Site has been authorized (c)you will use the Site only in connection with doing business with us, and in a way that does not disrupt the network connected to the Site; and (d)you have obtained the necessary and proper consents required for you to view, send and/or receive the Medical Information (defined below) through our Site.

Your Obligation Regarding User Ids and Passwords

You agree to treat your password and User ID as confidential and to share them only with your personnel who have a need to use them for your legitimate business purposes with us. You agree that you are solely liable for all actions taken using your password and User ID. If you believe your password or User ID has been accessed by an unauthorized person, contact us immediately so we may deactivate them. You may not attempt to log in with a User ID and password other than your own, and you may only access portions of the site you are authorized to access. In the event your organization only uses one password and User ID, you agree to keep current written records of who has been provided the password and User ID.

Data; Hardware

You agree to regularly back up your own data and maintain adequate records to be able to replicate any data transmitted through our Site. We are not liable for the content or any errors in the data

transmitted through our Site, or any lost data. You are responsible for obtaining and paying for any hardware, software and/or service necessary to use our Site.

Medical Content; Products Mentioned

Any medical content (i.e. articles) made available through our site is for educational and informational purposes only. Our mention of specific products or services at this site does not constitute or imply a recommendation or endorsement by us, unless we explicitly state it.

Links Referenced out of the Site

While visiting our Site, you may leave the Site and access certain non-Optum sites. We provide links to other sites solely as pointers to information on topics that may be useful to you. We do not endorse, and are not responsible for the content and accuracy of these sites. We also do not warrant that these sites are free from any claims of copyright, trademark, or other infringement of the rights of third parties, or that such sites are free of computer viruses. We are also not responsible for the contents of any site linked to our site.

Confidentiality

You acknowledge that through our Site you may be able to view, send and/or receive confidential medical information, including without limitation patient-related and claims information ("Medical Information") for your patients. In addition to your obligations in the Business Agreement regarding such information, you agree to maintain the security and privacy of patient-related information, and agree that all Medical Information shall be held in strictest confidence. You shall ensure that access to Medical Information shall be limited to your employees on a "need to know" basis and that such information will be used solely for purposes relating to medical treatment, communications with us, and other healthcare operations. You also agree to promptly notify us in the event you become aware of any violations of this provision.

You agree not to use or disclose any of our business information or information regarding our Site (including without limitation information regarding its functionality, options, "look and feel")("Site Confidential Information") without our prior written permission.

Ownership, License and Restrictions on Use of Materials

As between us and you, all right, title and interest (including all copyrights, trademarks, trade secrets and other intellectual property rights) in all portions of the Site belongs to us. Adobe, the Adobe logo, Acrobat and the Acrobat logo, are either trademarks or registered trademarks of Adobe Systems incorporated into the United States and/or other countries. You are hereby granted a nonexclusive, nontransferrable, limited license to view and use information retrieved from this site solely in connection with doing business with us; provided you do not remove or obscure the copyright notice or other notices that may appear on such materials. Except as expressly provided above, no part of this Site, including but not limited to materials retrieved therefrom and the underlying code, may be

reproduced, republished, copied, transmitted, or distributed in any form or by any means. In no event shall materials from this site be stored in any information storage and retrieval system without prior written permission. You may link to our homepage only. We prohibit linking to other content within our site without our express written permission.

Your Idea Submissions to Our Site

Apart from personal information, which we address through our Privacy Statement, information you submit to us through our Site or otherwise, will become and remain our property. For example, we may use one of your questions in a future version of our Frequently Asked Questions (FAQ).

You agree that we are free to use, for any purpose, any ideas, concepts, expertise, or techniques contained in the information you provide for any purpose whatsoever.

Your use of this Site allows us to gather certain limited information about you and your usage of the Site. You agree and consent to our use of such information in aggregated form.

Site System Integrity

You may access our system for normal use. You may not use any device, software, routine or agent to interfere or attempt to interfere with the proper working of our site. You may not take any action, which imposes an unreasonable or disproportionately large load on our infrastructure. You may not disclose or share your password to or with third parties or use your password for any unauthorized purpose. You may not attempt to log in with a User ID other than your own.

We do not guarantee continuous, uninterrupted access to our services and operation of our Site. Numerous actions beyond our control may interfere with our Site.

What We Disclaim

The claims and authorization status information accessible through this Site is for your convenience only and is subject to change. Eligibility and coverage information, when made available, for individuals you provide health or medical services for are governed by the terms of the Business Agreement between you and our affiliate. Payment of claims is not guaranteed through the use of this Site, and is governed by the Business Agreement between you and our affiliate.

We use reasonable methods to include accurate and up-to-date information on this Site. Because of the possibility of human and mechanical error as well as other factors, we disclaim any express or implied warranties of any kind, including without limitation those of merchantability, representation about its accuracy, completeness, or appropriateness or fitness for a particular purpose, and non-infringement. Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you.

What We Will Not Be Liable For

We will not be liable to you or any third party for any delay, difficulty in use, inaccuracy or incompleteness of information, unauthorized access, computer viruses, malicious code, loss of data, compatibility issues, or otherwise. We will not be liable to you or any third party for any direct or indirect, special incidental, consequential, exemplary or punitive damages (including lost profits, lost data, cost to procure replacement services or goods or business opportunities) arising out of your access to or use of our Site, or any other link we provide to another site, or any acts, omissions, defects, security breaches, or delays, regardless of the basis of the claim or if we have been advised of the possibility of such damage or loss.

Indemnification

In addition to your obligations, if any, to indemnify us under the Business Agreement, you agree to defend, indemnify and hold us and our affiliates harmless against any claims, losses, damages, expenses or costs (including without limitation reasonable costs of litigation such as attorney's fees and expert fees) arising from incurred as a result of, or related to your breach of this Agreement, your unauthorized or illegal use of the Site or the information contained within or transmitted through it, whether you or any other person using your password or user ID.

Integration and Severability

In the event that we fail to enforce any of our rights under this Agreement, or applicable laws, it shall not constitute a waiver of such right or any other right(s).

A court, or other tribunal of competent jurisdiction, may hold that a provision of this Agreement is unlawful, void, or for any reason unenforceable. In that event, the provision will be deemed severable from this Agreement and not affect the validity or enforceability of the remaining provisions. We will replace the unenforceable provision by an enforceable provision that comes closest to the intention of the underlying enforceable provision.

Termination; Governing Law; Legal Jurisdiction; Survival

You may terminate this Agreement by providing us written notice of such termination and discontinuing your access or use of our Site. We may terminate this Agreement and your right to access or use our Site, at any time, with or without cause. The laws of the State of Minnesota govern this Agreement, without regard to conflict of law principles. You submit to the exclusive jurisdiction of the courts in the State of Minnesota and waive any jurisdictional venue or inconvenient forum objects to such court. All provisions, which by their nature survive, shall survive termination of this Agreement.