



## **triValence Terms and Conditions**

THESE TERMS AND CONDITIONS (TERMS) GOVERN THE INFORMATION PROVIDED BY YOUR ORGANIZATION IN ORDER TO JOIN A WAITING LIST FOR POSSIBLE FUTURE USE OF FREE TRIVALENCE SOFTWARE (“FREEWARE”).

BY CLICKING ON THE “ACCEPT” BUTTON, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS, YOU UNDERSTAND THE RIGHTS, OBLIGATIONS, AND TERMS SET FORTH HEREIN, AND YOUR ORGANIZATION EXPRESSLY CONSENTS TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THE TERMS, DO NOT CLICK ON THE ACCEPT BUTTON AND DO NOT PROVIDE YOUR ORGANIZATION’S INFORMATION.

WHERE APPLICABLE, THE TERM “YOU” REFERS TO EITHER OR BOTH THE INDIVIDUAL SUBMITTING THE INFORMATION AND/OR THE ORGANIZATION ON BEHALF OF WHICH THE INDIVIDUAL HAS SUBMITTED THE INFORMATION.


### **General Terms**

In consideration of your agreement to these Terms, triValence will review your organizational information and determine whether your organization qualifies to be placed on a waiting list for consideration for the triValence Freeware program, which is expected to launch in early 2023. Your submission of information does not guarantee that your organization will be accepted into the Freeware program, which acceptance is in the sole discretion of triValence and will be based on verification of organizational information, triValence capacity to accept new Freeware customers, and a number of other factors.

### **Warranties and License**

By submitting your organization’s information to triValence, you represent and warrant that:

- The information is accurate to the best of your knowledge and belief;
- You have the authority to submit the information on behalf of your organization and bind your organization to these Terms;
- You grant to triValence a perpetual, royalty-free license to retain the information you submit for triValence’s internal use;

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- You grant to triValence the right to share relevant information submitted by organization information with select suppliers and distributors to validate and prepare for use of the triValence software platform.

### **triValence Obligation and Disclaimer**

triValence agrees to use commercially reasonable efforts to maintain the confidentiality of any non-public information that you submit to triValence and to inform you if triValence determines that its servers have been subject to any unauthorized third-party intrusion. Except for the foregoing, triValence makes no warranties, express or implied. Additionally, you understand that triValence has no control over and disclaims any responsibility for the security and use of your company's information specified above (organization name, NPI number and vendor account number) once it is provided by triValence to third-party suppliers and distributors.

Under no circumstances shall triValence or its officers, directors, employees, agents or affiliates be liable for any claim, loss, or damage (including, without limitation, direct, indirect, incidental, special, or consequential damages, or lost profits of any kind whatsoever) in connection with, as a result of, or arising from the submission of your organization's information to triValence or your organization's acceptance or rejection into the Freeware program.