

EXHIBIT A  
Terms and Conditions

1. Services to be Provided. VCA agrees to perform the long-term care eligibility assessment for the Client ("Services").

2. Work Product. For the avoidance of doubt, the results of the modeling associated with any Services will be provided to and owned by Client; however, the underlying tools, methodologies, datasets, and modeling systems will remain proprietary, confidential, and the property of VCA.

3. Qualifications and Licensing; Standard of Care: VCA represents that it is duly licensed (as applicable) and has the qualifications, experience, and ability to properly perform the Services. VCA will perform the Services in accordance with (i) the standards of care, diligence, skill, and judgment that would reasonably and ordinarily be expected from qualified professionals performing services of a similar nature, (ii) generally recognized and sound professional commercial practices, (iii) all applicable laws and regulations, including (without limitation) licensing laws and regulations, and (iv) in cooperation with the Client.

4. Indemnification. Client shall indemnify, defend, and hold harmless VCA, along with VCA's affiliates and their respective contractors, officers, directors, employees, and agents, against all damages, claims, liabilities, losses, and other expenses, including without limitation attorneys' fees and related costs, whether or not a lawsuit or other proceeding is filed, in any way arising out of (1) Client's, breach hereof, negligence, or willful misconduct; (2) Client's, violation of any applicable law, ordinance, rule, or regulation; (3) any allegation that the Goods or Services infringe any third-party right of any kind, including without limitation, any intellectual property right; (4) Client's breach of any warranty provided to VCA hereunder; or (5) any provision of inaccurate, erroneous, or incomplete information by or on behalf of Client hereunder.

5. Other Matters. Except as specifically set forth herein, this Agreement shall not confer upon VCA any power or authority to speak for or act on behalf of Client, and VCA agrees that it will not, without written authorization from Client, enter or make any commitment or incur obligations of any kind in the name of or purporting to be on behalf of or binding upon Client. Nothing herein contained shall be construed to limit or qualify Client's sole and exclusive power and authority to make all determinations regarding commitments to governmental authorities or private parties or the submission of tenders for the negotiation of or the making of contracts for the performance of work by Client.

It is expressly understood that VCA's Services hereunder are exclusively in the capacity of an independent contractor and that no agency is expressed or implied. VCA shall not be entitled to Worker's Compensation or similar benefits, other insurance protection, or any fringe benefits that would be provided by Client if VCA was an employee of Client. On the contrary, VCA shall make its own arrangements for payment of hospital and medical costs in connection with any injury or illness and other insurance coverage for the Services to be performed.

This Agreement shall be binding upon the Parties hereto, their successors and assigns. The Client may assign this Agreement to an affiliate without the consent of the other Party. In the event of an assignment, the Client shall provide advance written notice to VCA.

VCA may provide services in conjunction with other entities, including entities with which VCA has an interest. In some cases, VCA may refer you to or accept a referral from a party with which VCA has a prior existing relationship.

This Agreement shall be governed by and construed and enforced in accordance with the Laws of the State of Texas, without regard to its conflicts of law rules. Each of the parties hereto agrees that any action or proceeding brought to enforce the rights or obligations of any party hereto under this Agreement may be commenced and maintained in any court of competent jurisdiction located in the State of Texas, and that any state court or federal court sitting in the State of Texas shall have exclusive jurisdiction over any such action, suit or proceeding brought by either of the parties hereto. Each of the parties hereto further agrees that process may be served upon it by certified mail, return receipt

requested and consents to the exercise of jurisdiction over it and its properties with respect to any action, suit or proceeding arising out of or in connection with this Agreement or the transactions contemplated hereby or the enforcement of any rights under this Agreement. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

Some long-term care communities may receive compensation for referring clients to VCA.

**Confidentiality.** In the course of its performance under this Agreement, each Party may acquire certain confidential information from the other in regard to the nature of the services performed. All such confidential information shall not be disclosed or revealed by VCA or Client, as applicable, to any other person or entity, nor shall any such information be utilized in any way in the performance of any work for any other person or entity, without prior written approval from the other Party or by order of a government agency with jurisdiction. This Section shall survive the termination of this Agreement. In the event of a conflict between this Section and any confidentiality agreement between the Parties, such confidentiality agreement shall govern.

**Liability.** VCA is acting in a consulting capacity, and any opinions, advice, or analysis presented, or activities undertaken by VCA are based on its professional judgment and do not constitute a guarantee. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO VCA PURSUANT TO THIS AGREEMENT. NEITHER PARTY (OR ITS AFFILIATES, DIRECTORS, OFFICERS, AGENTS OR EMPLOYEES), UNDER ANY CIRCUMSTANCES, WILL BE LIABLE TO THE OTHER PARTY (OR ITS AFFILIATES, OWNERS, DIRECTORS, MANAGERS, OFFICERS, AGENTS OR EMPLOYEES) FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, OR LOST OR IMPUTED PROFITS AND/OR SALES, OR FOR DAMAGES BASED UPON ANY TYPE OF MULTIPLE ARISING OUT OF THIS AGREEMENT OR ITS TERMINATION OR EXPIRATION, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT AND IRRESPECTIVE OF WHETHER ANY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. EACH PARTY HEREBY WAIVES ANY CLAIM THAT THESE EXCLUSIONS DEPRIVE IT OF ANY ADEQUATE REMEDY.

**6. VCA provides general information and content for educational and informational purposes only. The materials and information presented are not intended to be and should not be construed as legal advice. We are not a law firm and do not provide legal services or legal representation.**

7. **Entire Agreement.** This Agreement contains every obligation and understanding between the Parties relating to the Services to be performed hereunder and supersedes all previous agreements and understandings, oral and written, related thereto.

8. **Amendment and Modification.** All changes, alterations, or variations of this Agreement shall be made in writing and signed by both Parties.

9. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed original, and such counterparts together shall constitute one instrument. Signatures may be transmitted by electronic transmission in portable document form (.pdf).