

CARING DATA, LLC.
END USER LICENSE AGREEMENT

THIS END USER LICENSE AGREEMENT (this “**Agreement**”) is entered into by and between Caring Data, a Delaware Limited Liability Company (“**Licensor**”), and users (hereinafter a **User**) of the services provided by Caring Data, LLC.

WHEREAS, Licensor has developed and owns an Internet-based system that runs on proprietary and third-party Software and Documentation (defined below);

WHEREAS, Licensee has evaluated the Software and desires to license the Software in accordance with the terms of this Agreement;

NOW THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement, the parties agree as follows:

1. Definitions.

As used in this Agreement, the following terms shall have the following meanings:

1.1. “**Access**” means the ability to retrieve data from, store data in or otherwise made use of (directly or indirectly) through electronic means or otherwise the Software.

1.2. “**Authorized User**” means a specific named Licensee employee, independent contractor, or other individual who has received a valid Password from the Licensee’s User Administrator. Licensee shall make any Authorized User aware of the terms and conditions of this Agreement.

1.3. “**Documentation**” means all manuals, user documentation, and related materials pertaining to the Software which are furnished to Licensee in connection with the Software.

1.4. “**License Fee**” means those fees and other charges provided in Schedule A of this Agreement.

1.5. “**License Term**” means the period of time between the Effective Date and the termination of this Agreement as provided in Section 4 (Term; Termination).

1.6. “**Password**” shall refer to a unique password given to an Authorized User by the User Administrator that permits a single individual to access Software. Passwords may not be shared.

1.7. “**Software**” means a cloud based software as a service (SAAS), hosting software for use by others for use in residential care facilities for the elderly.

1.8. “**Unauthorized Access**” means any access to the Software that is not in accordance with the terms and conditions of this Agreement.

1.9. “**Unauthorized Users**” means any individual or entity who accesses the Software in violation of the terms and conditions of this Agreement.

1.10. “**User Administrator**” shall mean the person designated to administer the use of Software by Licensee’s Authorized Users.

2. Grant of License.

2.1. License Grant. Subject to the terms and conditions of this Agreement, Licensor hereby grants, and Licensee hereby accepts, subject to the terms and conditions of this Agreement, a non-exclusive, nontransferable right and license, beginning on the Effective Date, to use the Software and Documentation for the License Term.

2.2. Restrictions. Licensee nor any of its Authorized Users shall not rent, lease, sublicense, distribute, transfer, timeshare, copy, screenshot, share, or in any way reproduce, reverse-engineer, create derivative works or otherwise modify the Software or any portion thereof, or use such as a component of or a base for products or services prepared for commercial sale, sublicense, lease, access or distribution. Licensee agrees not to disclose the results of any testing or benchmarking of the Software, which information will constitute Confidential Information of Licensor, without Licensor’s prior written permission. Licensor reserves all rights not expressly granted to Licensee in this Section 2.

2.3. Authorized Use. Licensee shall make every attempt to prevent Unauthorized Access to the Software and Unauthorized Users from accessing the Software.

3. License Fees and Payments.

3.1. License Fees. In consideration of the license rights granted herein, Licensee shall pay to Licensor the License Fees and other consideration provided in Schedule A and as may be adjusted from time to time with or without notice to Licensee.

3.2. Invoicing: The License Fees shall be invoiced to Licensee monthly in advance. Upon execution of this Agreement, Licensee shall provide Licensor with valid payment information and agrees to maintain and keep such payment information current. Licensee hereby authorizes Licensor to debit such payment information for the License Fees monthly in accordance with this Agreement.

3.3. Late Payments. If any payment is declined for any reason and Licensee fails to cure any non-payment within five (5) days, Licensor may immediately terminate this Agreement without notice to Licensee. After such termination, Licensor may charge Licensee a late payment and reinstatement fee of \$50.00 should this Agreement be reinstated following termination under this Section 3.3.

4. **Term; Termination.**

4.1. Term. Except as otherwise provided in this Agreement, either Party may terminate this Agreement with thirty (30) days written notice prior to the end of the current License Term.

4.2. Data. Licensee shall be solely liable to make and maintain backups of Licensee data and information stored in Software. The Software provides functionality such as reports and other certain functions that enables Licensee to export data and information.

4.3. Survival. The following provisions will survive any termination or expiration of this Agreement: 4 (“Term and Termination”), 4 (“Proprietary Rights”), 5 (“Limitation of Liability”), 6 (“Indemnification”), 7 (“Confidential Information”), and 8 (“General Conditions”).

5. **Warranties.**

5.1. Licensor Warranty. Licensor represents that it is the owner of the entire right, title, and interest in and to Software and the Documentation, that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder except as stated herein.

5.2. Software Warranty. Licensor represents and warrants that the Software will perform substantially as described in the Documentation throughout the term of this Agreement (the “**Warranty Period**”).

5.3. Limited Warranty. THE FOREGOING WARRANTIES ARE LIMITED WARRANTIES AND ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES OF MERCHANTABILITY. EXCEPTING THE WARRANTIES EXPRESSLY ACKNOWLEDGED HEREUNDER, [LICENSOR /LICENSEE AND LICENSOR] HEREBY DISCLAIM[S] AND LICENSEE HEREBY WAIVES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING , BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES OF MERCHANTABILITY.

5.4. Limitations. Notwithstanding the warranty set forth in Section 5.3 (Limited Warranty), all of Licensor’s obligations with respect to such warranty shall be contingent upon Licensee’s use of the Software in accordance with this Agreement and in accordance with the instructions set forth in the Documentation, as such instructions may be amended, supplemented, or modified by Licensor from time to time. Licensor shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field.

5.5. Licensee’s Sole Remedy. Licensor’s entire liability and Licensee’s exclusive remedy for a breach of the warranty set forth in Section 5.3 (Limited Warranty)

shall be, at Licensor's option, either: (a) return of the License Fee paid to date; or (b) repair or replacement of the Software; provided, however, that such remedies shall only be available to Licensee if Licensor receives written notice of such breach from Licensee during the Warranty Period. Any replacement Software will be warranted for the remainder of the original Warranty Period following delivery of the replacement Software, whichever is longer.

5.6. Limitation of Liability. **LICENSEE AGREES THAT IN NO EVENT WILL LICENSOR BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFIT, LOST REVENUE, LOSS OF USE, LOSS OF DATA, COSTS OF RECREATING DATA, THE COST OF ANY SUBSTITUTE EQUIPMENT, PROGRAM OR DATA, OR CLAIMS BY ANY THIRD PARTY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** Notwithstanding any provision herein to the contrary, the maximum liability of Licensor to any person, firm or corporation whatsoever arising out of or in the connection with any license, use or other employment of any Software delivered to Licensee hereunder, whether such liability arises from any claim based on breach or repudiation of contract, warranty, tort or otherwise, shall in no case exceed the actual License Fee paid to Licensor by Licensee for the Software whose license, use, or other employment gives rise to the liability. The essential purpose of this provision is to limit the potential liability of Licensor arising out of this Agreement. The parties acknowledge that the limitations set forth in this Section 5.6 (Limitation of Liability) are integral to the amount of consideration levied in connection with the license of the Software and Documentation and any services rendered hereunder and that, were Licensor to assume any further liability other than as set forth herein, such consideration would of necessity be set substantially higher.

6. Indemnification.

6.1. Indemnification of Licensor. Licensor shall indemnify, hold harmless and defend Licensee against any action brought against Licensee to the extent that such action is based on a claim that the unmodified Software, when used in accordance with this Agreement, infringes a United States copyright or patent and Licensor shall pay all costs, settlements and damages finally awarded in connection with any such action; provided, however, that Licensee promptly notifies Licensor in writing of any claim, gives Licensor sole control of the defense and settlement thereof and provides all reasonable assistance in connection therewith. If any Software is finally adjudged to so infringe, or in Licensor's opinion is likely to become the subject of such a claim, Licensor shall, at its option, either: (a) procure for Licensee the right to continue using the Software, (b) modify or replace the Software to make it non-infringing, or (c) refund the License Fees paid, less reasonable depreciation, upon return of the Software.

6.2. Limitation. Notwithstanding Section 6.1 (Indemnification of Licensor) of this Agreement, Licensor shall have no obligation to indemnify Licensee regarding any claim arising out of: (a) use of other than a current, unaltered release of the Software unless the infringing portion is also in the then current, unaltered release, (b) use of the Software

in combination with non-Licensors software, data or equipment if the infringement was caused by such use or combination, (c) any modification or derivation of the Software not in accordance with this agreement unless specifically authorized in writing by Licensor or (d) use of third-party software. SECTION 6.1 (INDEMNIFICATION OF LICENSOR) AND SECTION 6.2 (LIMITATION) OF THIS AGREEMENT STATE THE ENTIRE LIABILITY OF LICENSOR AND THE EXCLUSIVE REMEDY FOR LICENSEE RELATING TO INFRINGEMENT OR CLAIMS OF INFRINGEMENT OF ANY COPYRIGHT OR OTHER PROPRIETARY RIGHT BY THE SOFTWARE OR DOCUMENTATION.

6.3. Indemnification of Licensee. Except for the claims identified in Section 6.1 of this Agreement, Licensee shall indemnify and hold harmless Licensor and its officers, agents and employees from and against any claims, demands, or causes of action whatsoever, including those arising on account of Licensee's modification or enhancement of the Software or otherwise caused by, or arising out of, or resulting from, the exercise or practice of the license granted hereunder by Licensee, its subsidiaries or their officers, employees, agents or representatives.

7. Force Majeure.

Neither party shall be liable for any loss or delay resulting from any force majeure event, including accident, fire, natural disaster, terrorism, labor stoppage, war or military hostilities, or inability of carriers to make scheduled deliveries, and any payment or delivery date shall be extended to the extent of any delay resulting from any force majeure event.

8. Intellectual Property Rights; Confidentiality.

8.1. Ownership. Licensor shall retain ownership of all intellectual property rights. Intellectual property rights shall mean (a) all inventions (whether or not patentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, divisions, continuations, continuations-in-part, revisions, renewals, extensions, and reexaminations thereof, (b) all works of authorship, including all mask work rights, database rights and copyrightable works, all copyrights, all applications, registrations and renewals in connection therewith, and all moral rights, (c) all trade secrets, (d) all registered and unregistered trademarks, service marks, trade dress, domain names, logos, trade names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith, (e) all derivative works of any of the foregoing; (f) any other similar rights or intangible assets recognized under any laws or international conventions, and in any country or jurisdiction in the world, as intellectual creations to which rights of ownership accrue, and all registrations, applications, disclosures, renewals, extensions, continuations or reissues of the foregoing now or hereafter in force, and (g) all copies and tangible embodiments of all of the foregoing (a) through (f) in any form or medium throughout the world ("Intellectual Property Rights").

8.2. Definition of Confidential Information. For the purposes of this Agreement, “Confidential Information” means any and all of Licensor’s and Licensee’s (i) technical and non-technical information including patent, trade secret and proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment and algorithms related to One Network, the Site, the One Network System, Site Content, and related documentation; (ii) information relating to costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how; (iii) information designated Confidential Information pursuant to this Agreement; and (iv) information that a reasonable person would deem to be proprietary and/or confidential. Notwithstanding the foregoing, “Confidential Information” shall not include information that: (1) is or becomes generally known or available by publication, commercial use or otherwise through no fault of the disclosing party; (2) is known and has been reduced to tangible form by the disclosing party at the time of disclosure and is not subject to restriction; (3) is independently learned or developed by either party without use of the Confidential Information; or (4) is lawfully obtained from a third party who has the right to make such disclosure without restriction as to confidentiality.

8.3. Disclosure of Confidential Information. The Licensee shall not disclose or use any Confidential Information for any purpose outside the scope of this Agreement, except to Authorized Persons. Licensee shall not duplicate, use or disclose Confidential Information except as otherwise permitted under the provisions of this Agreement.

8.4. Compelled Disclosure. If the Licensee is compelled by law to disclose Confidential Information, it shall provide the Licensor with prior notice of such compelled disclosure (to the extent legally permitted).

8.5. Remedies. If the Licensee discloses or uses (or threatens to disclose or use) any Confidential Information in breach of this Section 8, the Licensor shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, without the necessity of posting bond, it being specifically acknowledged by the parties that any other available remedies are inadequate.

8.6. Disposition Upon Termination. Upon the termination of this Agreement for any reason whatsoever, or upon request of a Disclosing Party, the Receiving Party shall return to the Disclosing Party, or shall destroy, as the Disclosing Party shall specify, all copies of all the Disclosing Party’s Confidential Information in the Receiving Party’s possession. Within five (5) days thereafter, the Receiving Party shall provide the Disclosing Party with a certificate, executed by the Receiving Party or by an officer of the Receiving Party, confirming that all copies of all such Confidential Information have been returned to the Disclosing Party or destroyed, as the case may be.

9. Ownership of Intellectual Property; Conflicts.

9.1. Ownership of Intellectual Property. Licensor acknowledges and agrees that Licensor shall retain and own all right, title and interest and all Intellectual Property Rights (including copyrights, trade secrets, trademarks and patent rights) in and to all of the

Products (collectively, the “**Licensor Materials**”) and all copies thereof, and that nothing herein transfers or conveys to Licensee any ownership right, title or interest in or to the Licensor Materials or to any copy thereof or any license right with respect to same not expressly granted herein.

9.2. Modification and Reverse Engineering. Licensee shall not modify, disassemble or reverse engineer the Software in any manner. Except as otherwise permitted under this Agreement, Licensee shall not use the Software, Documentation or any materials incidental thereto to develop computer software, hardware or firmware that is competitive with the Licensed Materials, Software or Documentation. Any such modifications shall immediately become the sole and exclusive property of the Licensor and Licensor shall own all right, title and interests to such modified products and any and all copyrights, patents and trade secrets related thereto.

9.3. No Contest. Licensee shall not, under any condition or for any reason, contest or aid in contesting the ownership or validity of the Intellectual Property Rights of the Licensor.

10. Miscellaneous.

10.1. Governing Law. This Agreement will be construed in accordance with and governed by the laws of the State of Delaware, without giving effect to the conflict of law principles of the Delaware.

10.2. Successors and Assigns. Except as otherwise expressly provided in this Agreement, this Agreement will be binding on, and will inure to the benefit of, the successors and permitted assigns of the parties to this Agreement. Nothing in this Agreement is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights or obligations under or by reason of this Agreement, except as expressly provided in this Agreement.

10.3. Assignment. Licensee shall not assign this Agreement or its rights hereunder without prior written consent of the Licensor.

10.4. Notices. All notices and other communications required or permitted hereunder will be in writing and will be delivered by hand or sent by overnight courier, fax or e-mail to:

if to Licensor:

Caring Data, LLC
12340 Seal Beach Blvd, STE B #401
Seal Beach, CA 90740
fax: 562-800-0318
e-mail: mmeader@caringdata.com
Attention: Matt Meader

Each party may furnish an address substituting for the address given above by giving notice to the other parties in the manner prescribed by this Section 10.4 (Notices). All notices and other communications will be deemed to have been given upon actual receipt by (or tender to and rejection by) the intended recipient or any other person at the specified address of the intended recipient.

10.5. Severability. In the event that any provision of this Agreement is held to be unenforceable under applicable law, this Agreement will continue in full force and effect without such provision and will be enforceable in accordance with its terms.

10.6. Venue. The state and federal courts located in New Castle, Delaware shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the jurisdiction of such courts and waives any right it may otherwise have to challenge the appropriateness of such forums, whether on the basis of the doctrine of *forum non conveniens* or otherwise. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

10.7. Construction. The titles of the sections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement. Unless the context of this Agreement clearly requires otherwise: (a) references to the plural include the singular, the singular the plural, and the part the whole, (b) references to one gender include all genders, (c) “or” has the inclusive meaning frequently identified with the phrase “and/or,” (d) “including” has the inclusive meaning frequently identified with the phrase “including but not limited to” or “including without limitation,” and (e) references to “hereunder,” “herein” or “hereof” relate to this Agreement as a whole. Any reference in this Agreement to any statute, rule, regulation or agreement, including this Agreement, shall be deemed to include such statute, rule, regulation or agreement as it may be modified, varied, amended or supplemented from time to time.

10.8. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous agreements and understandings other than this Agreement relating to the subject matter hereof.

10.9. Amendment and Waiver. This Agreement may be amended only by a written agreement executed by the Parties hereto. No provision of this Agreement may be waived except by a written document executed by the Party entitled to the benefits of the provision. No waiver of a provision will be deemed to be or will constitute a waiver of any other provision of this Agreement. A waiver will be effective only in the specific instance and for the purpose for which it was given and will not constitute a continuing waiver.

10.10. Survival. Licensee’s obligations under Sections 3 (License Fees and Payments), 4 (Term; Termination), 5 (Warranties), 6 (Indemnification), 8 (Intellectual Property Rights; Confidentiality), 9 (Ownership of Intellectual Property; Conflicts) and 10 (Miscellaneous Provisions) will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

10.11. Relationship of the Parties. Nothing contained herein shall be construed as creating a partnership, employment relationship or agency relationship between the Parties or as authorizing either Party to act as agent for the other. Each Party shall maintain their separate identity.

10.12. Counterparts. This Agreement may be in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one instrument.

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