

LIFESHARE TECHNOLOGIES
TECHNOLOGY LICENSE AGREEMENT

LIFESHARE TECHNOLOGIES, LLC, an Indiana limited liability company ("LifeShare"), provides and makes available its web-based, proprietary communication software system (the "Application" or the "Application Services") subject to the terms contained in this **Technology License Agreement** (the "Agreement"). Any person or entity signing up, registering, or otherwise using the Application ("User") acknowledges that he/she has read, understood, and agrees to be bound by this Agreement. If you do not accept the terms of this Agreement, you shall not access, browse or use the Application or submit any material to LifeShare.

RECITALS:

WHEREAS, LifeShare has developed and owns a web-based, proprietary communication software system (the "Application" or the "Application Services"); and

WHEREAS, User desires to subscribe to and access the Application via the Internet, and LifeShare desires to provide access to the Application, together with related maintenance and support services, all pursuant to the terms and subject to the conditions of this Agreement;

NOW, THEREFORE, in consideration of the premises, of the mutual promises, agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, LifeShare and User agree as follows:

SECTION 1

License

1.1 Grant of License. Subject to the terms of this Agreement, LifeShare hereby grants to User a non-exclusive, non-transferable right and license (the "License") to (a) access and use the Application via the Internet, and (b) use any related user documentation or materials provided or disclosed to User by LifeShare in the course of providing such access to the Application (the "Documentation"). **BY THIS LICENSE, USER IS GRANTED NO RIGHTS TO THE OBJECT OR SOURCE CODE OF THE APPLICATION OR ANY TRANSLATIONS OR DERIVATIVE WORKS THEREOF. USER SHALL NOT CREATE DERIVATIVE WORKS OF, MODIFY, ASSIGN, SUBLICENSE, SELL, RENT, REVERSE ENGINEER, DISASSEMBLE OR DECOMPILE THE APPLICATION.** You may not use the Application to provide time-sharing services or operate a service bureau for others. You may not transfer or assign your rights or obligations under this Agreement to any person or entity without the prior written consent of LifeShare. LifeShare reserves all rights not expressly granted under this Agreement.

1.2 Scope of License. The License shall permit access to the Application for User's internal business purposes only and otherwise in accordance with this Agreement. User shall be provided with an administrative username and password; such administrative user shall have the ability to add, modify or delete user accounts for access to the Application by its employees and/or agents. User will ensure that such passwords are used only by the user assigned to the password and not by any other person. User shall be responsible for protecting the security of usernames and passwords, and shall promptly notify LifeShare upon suspicion that a username has been lost, stolen, compromised, or misused.

SECTION 2

Equipment

2.1 **Hardware Component.** LifeShare will provide User with a proprietary hardware component that is necessary to access the Application via the Internet. User shall be solely responsible for obtaining and maintaining all other hardware, software and ancillary services, including a television or computer monitor and internet access.

2.2 **Internet Update.** The Application connects to LifeShare or its service provider over the Internet and from time to time may obtain updates or additional components for installation. You may not receive a separate notice when the Software makes this connection, or upon installation of such updates or components. BY USING THE APPLICATION, YOU CONSENT TO THE TRANSMISSION OF SUCH INFORMATION. IF YOU DO NOT CONSENT TO THE TRANSMISSION OF SUCH INFORMATION, PLEASE DO NOT USE THE APPLICATION. ADDITIONAL MODULES MAY BE MADE AVAILABLE TO YOU UNDER THIS AGREEMENT, BUT THE TERMS OF USE FOR THE ADDITIONAL MODULES MAY BE SUPPLEMENTED BY ADDITIONAL TERMS PROVIDED WITH THE ADDITIONAL MODULE(S).

The Application may receive scheduled maintenance and be unavailable during, what LifeShare considers, non-peak hours.

2.3 **Supplemental Code.** A "Patch" (sometimes referred to as a "fix") is supplemental code that addresses one or more specific issues in the Application; it is considered part of the Application and is subject to the terms and conditions of this Agreement unless accompanied by its own terms.

SECTION 3

Services

3.1 **Support, Maintenance, and Training Services.** LifeShare shall provide to User, during the Term, support, maintenance and training services according to the following parameters and specifications:

- Provide remote access to the Application.
- Access to the Application, and transmittal of all data, login and password information between the client and the server will be encrypted using Secure Sockets Layer (SSL).
- All User Data will be stored in a separate, logical database within a shared physical server. All User Data is handled by the Application in isolation from the data of other Users.
- The hardware, software and network will be monitored and maintained and will normally be accessible, in accordance with industry standards, except for scheduled maintenance and required repairs.
- If a system outage occurs, LifeShare will promptly commence remedial activities and use reasonable efforts to resolve any such outage within a reasonable amount of time.

LifeShare shall use commercially reasonable efforts during the Term to correct any reproducible material error, malfunction or defect in the Application that prevents the Application from substantially and materially performing in accordance with the then-current Documentation, and shall commence such efforts within seven (7) business days after its receipt of a written request by User for such maintenance, which request shall include a detailed description of the error, malfunction or defect. **LIFESHARE WILL HAVE NO OBLIGATION WITH RESPECT TO ANY PURPORTED ERROR, MALFUNCTION OR DEFECT WHICH ARISES FROM CAUSES EXTERNAL TO THE APPLICATION OR THE APPLICATION REMOTE HOSTING ENVIRONMENT OR BY IMPROPER USE BY USER OR ITS AGENTS.**

3.2 Data Entry. The entry of User information and data required for User to utilize the Application ("User Data") will be performed by User at User's sole expense.

SECTION 4

Fees

4.1 Fees. In consideration of the License and the Support Services, User shall pay the fees described in and/or computed in accordance with agreed upon published rates. LifeShare shall have the right to modify the Fees at any time following the date of this Agreement via written notice to the User. Any increase in the Fees (a) shall be effective on the date stipulated in such notice, provided that the effective date shall be no earlier than thirty (30) days from the date of such notice and (b) shall subsequently be increased no more frequently than once every year.

4.2 Fee Invoices. LifeShare may choose to bill through an invoice, in which case, full payment for invoices issued must be received by LifeShare ten (10) days after the date of the invoice. Unpaid invoices are subject to interest of 1.5% per month on any outstanding balance. Applicable taxes covering the License or Support Services, including sales, use, personal property, value-added, withholding, excise or other taxes and duties, if any, but specifically excluding any income or corporate franchise taxes, will be added to the invoice as prescribed by applicable law.

SECTION 5

Term and Termination

5.1 Term. The term shall commence upon acceptance of the Agreement and, unless terminated earlier as provided therein, shall continue for a period of twelve (12) months (the "Initial Term").

Upon expiration of the Initial Term or any subsequent renewal term, this Agreement shall automatically renew for successive one (1) year renewal terms, unless either party gives the other party written notice of its desire not to renew at least thirty (30) days prior to the end of the then current term. (The Initial Term as it may be renewed or terminated pursuant to the provisions of this Agreement being sometimes referred to as the "Term"). An early termination fee of the lesser of six months of contracted service or the remainder of the term will apply to all users.

5.2 Termination.

- (a) Upon termination of this Agreement, User shall:
 - (i) Immediately and permanently discontinue using, in any manner whatsoever, the Application;
 - (ii) Return all LifeShare information reasonably requested by LifeShare, including, without limitation, the Documentation;

(iii) Return all hardware components provided by LifeShare; and

(iv) Within thirty (30) days of the effective date of such termination and upon request by LifeShare, certify in writing to LifeShare that all actions set forth in this Section 5.2(a) have been complied with by User.

(b) Upon termination of this Agreement, LifeShare shall:

(i) Use commercially reasonable efforts to return User Data in electronic format if applicable.

(ii) Within thirty (30) days of the effective date of such termination and upon request by User, certify in writing to User that all actions required by this Section 5.2(b) have been complied with by LifeShare;

SECTION 6

Default and Remedies

6.1 Events of Default. Each of the following shall constitute an Event of Default under this Agreement:

(a) User fails to pay any amount due hereunder within ten (10) days after receipt of written notice from LifeShare that said payment is past due; and

(b) Either party fails to perform or observe any obligation, covenant, term, condition or provision of this Agreement, and such failure is not remedied or cured by the defaulting party within thirty (30) days after receipt of written notice thereof by the other party hereto

(c) User fails to comply with the provisions of LifeShare's Acceptable Use Policy, as may be amended from time to time, located at <http://www.lifesharetech.com/aupolicy>.

6.2 Remedies. In the event of any Event of Default, the non-defaulting party may, at its option, pursue any one (1) or more of the following remedies:

(a) suspend performance of its obligations under this Agreement for so long as the Event of Default continues unremedied;

(b) terminate this Agreement or any portion hereof;

(c) seek an injunction for breach or a threatened breach; and

(d) avail itself of any and all remedies at law or equity.

SECTION 7

Representations and Warranties

Each party represents and warrants that it has the power and authority to enter into this Agreement. LifeShare represents and warrants that (a) it will provide the Support Services in a manner consistent with generally accepted industry standards, and (b) the Application shall perform substantially in accordance with the Documentation under normal use. User represents and warrants that it has the full right and license to use the User Data in connection with the Application and that such use shall not infringe on any third party intellectual property rights. User is responsible for all activity occurring under User's user accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with User's use of the Application, including those related to data privacy, international communications and the transmission of technical or personal data. By this Agreement, LifeShare does not attain ownership in any User Data. User, not LifeShare, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client Data, and LifeShare shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Client Data.

SECTION 8

Disclaimer of Warranties; Limitation of Liability

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7, THERE ARE NO OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, OR OTHER TERMS CONCERNING THE APPLICATION OR THE SUPPORT SERVICES, AND LIFESHARE AND ITS LICENSORS EXPRESSLY DISCLAIM ANY OTHER WARRANTIES WITH REGARD TO THE APPLICATION OR THE SUPPORT SERVICES, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. IN NO EVENT SHALL LIFESHARE OR ITS LICENSORS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF GOODWILL, OR TORTIOUS CONDUCT RELATING TO, CAUSED BY, OR ARISING OUT OF ANY BREACH OF ITS OBLIGATIONS OR USER'S USE OR INABILITY TO USE THE APPLICATION, EVEN IF USER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF LIFESHARE AND ITS LICENSORS ARISING OUT OF THIS AGREEMENT EXCEED THE TOTAL AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM USER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO ANY CLAIM BY USER AGAINST LIFESHARE.

SECTION 9

Proprietary Rights and Confidentiality

9.1 Proprietary Rights. All trademarks, service marks, patents, copyrights, trade secrets and other intellectual property rights in the Application (collectively, "Materials") are and will remain the exclusive property of LifeShare or its licensors, whether or not specifically recognized or perfected under applicable local law. User will not create derivative works of, modify, assign, sublicense, sell, rent, reverse engineer, disassemble or decompile the Materials. Any rights not expressly granted herein are reserved to LifeShare or its licensors. User will not take any action that jeopardizes LifeShare or its licensors' proprietary rights in the Materials or acquire any right in the Materials. The obligations of User under this Section 9.1 shall survive the expiration or earlier termination of this Agreement.

9.2 Confidential Information of User.

(a) LifeShare may receive from User, or otherwise acquire, certain confidential, proprietary, and/or valuable information of User, its affiliates, predecessors, successors or permitted assigns and/or business collaborators, including without limitation the User Data (any such information shall hereinafter be referred to as the “**Confidential Information**”). All Confidential Information shall remain the sole and exclusive property of User, its affiliates, predecessors, successors or permitted assigns and/or business collaborators as the case may be. LifeShare hereby covenants, represents and warrants that LifeShare shall treat confidentially and maintain in strict confidence all of the Confidential Information and shall not disclose, in whole or in part, directly or indirectly, any Confidential Information to any person or entity other than to its employees who have a need to know such information for the benefit of User to further this Agreement and/or the Support Services; provided, however, that LifeShare nor any of its employees shall directly access the Confidential Information without the prior written consent of the User.

(b) Upon termination or expiration of this Agreement, LifeShare shall return to User any and all of the Confidential Information (in accordance with Section 5.2(b)(i)).

(c) LifeShare shall cause its employees to comply with the obligations in this Section 9 and shall advise its employees of the obligations hereunder. The obligations set forth in this Section 9 shall survive the expiration or earlier termination of this Agreement.

SECTION 10

Miscellaneous

10.1 Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally or sent via electronic mail on the party to whom notice is to be given, or on the third (3rd) day after mailing if mailed to the party to whom notice is to be given, by certified mail, return receipt requested, first class postage prepaid, or other nationally-recognized express courier service and properly addressed to the postal address or electronic mail address set forth in the signature block of this agreement.

10.2 Benefit of Agreement. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

10.3 Entire Agreement; Modification. This Agreement, including any Schedules attached hereto, contains the entire agreement between the parties with respect to the subject matter hereof; all representations, promises, proposals and prior or contemporaneous understandings between the parties with respect to this subject matter hereof are merged into and expressed in this Agreement; and any and all prior or contemporaneous agreements between the parties with respect to the subject matter hereof are hereby canceled.

10.4 Governing Law. This Agreement shall be construed and interpreted in accordance with and governed in all respects by the laws of the State of Indiana, without reference to choice of law principles. Any litigation arising from this Agreement shall be brought in the state or federal courts of the State of Indiana. User agrees to the exercise of personal jurisdiction over it by such courts to the full extent permitted by law.

10.5 Indemnification. User agrees to indemnify and hold harmless LifeShare and its affiliates, officers, agents, employees, licensors and suppliers from any and all third party claims, liability and expenses, including attorneys' fees, whether in tort, contract or otherwise, relating to or arising out of your breach of this agreement, applicable law, particularly patent or copyright law, or any right of LifeShare, its affiliates or any third party.

10.6 Headings. Section headings in this Agreement are for convenience of reference only and shall not govern the interpretation of any provision hereof.

10.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall be deemed but one and the same instrument.

10.8 Incorporation by Reference. All Schedules and Recitals hereto are incorporated herein by this reference.

10.9 Assignment. This Agreement may not be assigned, sublicensed or transferred in any way by User without LifeShare's prior written consent.

10.10 No Joint Venture. Nothing in this Agreement shall be construed to constitute a joint venture, partnership, agency, representative or employment relationship between the parties.

10.11 Force Majeure. If the performance of this Agreement, or any obligation hereunder (except the making of payments) is prevented, restricted, or interfered with by fire, flood, earthquake, explosion or other casualty or accident or act of God; strikes or labor disputes, inability to procure or obtain delivery of parts, supplies, power, telecommunication services, or other services from suppliers, war or other violence; any law, order, regulation, ordinance, demand or requirement of any governmental authority; or any other act or condition whatsoever beyond the reasonable control of the affected party, the party so affected shall be excused from such performance to the extent of such prevention, restriction or interference; provided, however, that the party so affected shall take reasonable steps to avoid or remove such cause of non-performance and shall resume performance hereunder as quickly as reasonably possible when such causes are removed.

10.12 Non-Waiver. Neither the waiver of any breach nor the failure to enforce any term or condition of this Agreement shall operate as a waiver or release of any such term or condition, nor constitute nor be deemed a waiver or release of any other rights, in law or at equity, or claims which either party may have against the other party for any matter arising out of, or connected with, or based upon this Agreement. No waiver shall be enforceable against any party hereto unless set forth in a written instrument or agreement signed by such party.

10.13 Costs and Expenses. In any action at law or in equity to enforce any of the provisions or rights under this Agreement, the unsuccessful party to such litigation, as determined by the court in a final judgment or decree, shall pay the successful party all costs, expenses and reasonable attorneys' fees incurred by the successful party (including, without limitation, costs, expenses and fees on any appeals), and if the successful party recovers judgment in any such action or proceeding, such costs, expenses or attorneys' fees shall be included as part of the judgment.

10.14 Severability. In the event any term, provision or restriction of this Agreement shall be held to be illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall in no way affect the legality, validity or enforceability of the remaining provisions of this Agreement, all of which shall continue unaffected and unimpaired thereby. The parties agree that any such unenforceable term, provision or restriction shall be deemed modified to the extent necessary to permit its enforcement to the maximum extent permitted by applicable law.

LifeShare Technologies Acceptable Use Policy (<http://www.lifesharetech.com/aupolicy>)

This Acceptable Use Policy ("AUP") sets forth guidelines for acceptable use of LifeShare Technologies, products, programs and services ("LifeShare, Services"), by our customers, resellers, partners and other users of LifeShare, Services (each, a "Client"). The guidelines and restrictions in this AUP on use of the LifeShare, Services by a Client shall apply equally to the Client's employees, volunteers, and any other person or entity that is properly provided access to the LifeShare, Services pursuant to the terms of the LifeShare Technologies End User License Agreement, (otherwise, Client is prohibited from provided such access) either directly or indirectly by the Client ("End Users"). This list is not meant to be exhaustive, but merely illustrative of examples of conduct deemed by LifeShare Technologies, to be inappropriate, improper or harmful to LifeShare Technologies, and therefore prohibited when using the LifeShare, Services. By using the LifeShare, Services, Client acknowledges that it has read, understood and agrees to comply with the terms of this AUP.

1. Illegal or Improper Use - Client will not, and will not allow or authorize its users to, use LifeShare, Services to take any actions that (i) infringe on or dilute any LifeShare Technologies, or other third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (ii) violate any applicable law, statute, ordinance or regulation; (iii) are defamatory, libelous, trade libelous, threatening, harassing, or obscene; (iv) interfere with or disrupt any services or equipment with the intent of causing an excessive or disproportionate load on LifeShare Technologies or its licensors or suppliers' infrastructure; (v) involves knowingly distributing viruses, Trojan horses, worms, or other similar harmful or deleterious programming routines; (vi) involves the preparation and/or distribution of emails in violation of the CAN-SPAM Act 2004; (vii) would encourage conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international laws or regulations; or (viii) involves the unauthorized entry to any machine accessible via the LifeShare, Services. LifeShare Technologies, does not monitor or exercise any editorial control over any Client, End User or other third party created content accessible or delivered through LifeShare, Services and LifeShare Technologies, takes no responsibility therefor. Customer is therefore solely responsible for such content and any and compliance with all laws applicable to the publication and distribution of such content.

2. Personal Information - Client understands and agrees its obligations to post and maintain its own privacy policy related to its collection of personal information through the LifeShare, Services. Client shall not use the LifeShare, Services (including the storing of sensitive data in any unassigned fields or files, or otherwise) to (i) collect or store, U.S. Social Security Numbers or other personal identification number issued by other governments, (ii) collect, or store any personal information in violation of any applicable U.S. State, Federal or local law or regulation, including, but not limited to, in violation of any privacy or HIPAA rule or regulation.

3. Cooperation - If Client becomes aware of any activity that violates this AUP, Client shall promptly notify LifeShare Technologies, of any such violation and Client shall take all necessary action to cease such violation. Client shall cooperate with LifeShare Technologies, in any corrective action that LifeShare Technologies, deems necessary to address such violation in cooperation with law enforcement and other authorities in investigating claims of illegal activity or suspected illegal activity. To the extent that LifeShare Technologies, becomes aware of any content or activities that LifeShare Technologies, deems, in its sole discretion to be in violation of this AUP, LifeShare Technologies, may immediately block access to such content, suspend or terminate any LifeShare, Services, cooperate with third parties in response to any legal process, such as a court order or subpoena, or take other action LifeShare Technologies, deems appropriate.

4. Programs - LifeShare Technologies, reserves the right to modify this AUP from time-to-time, in its sole discretion, effective upon posting a revised copy to the LifeShare Technologies, website. Notwithstanding anything in the Agreement to the contrary, LifeShare Technologies, reserves the right to archive system generated detail data ("System Generated Data") associated with use of the LifeShare, Services in order to provide ongoing maintenance and optimize overall system performance. Any violation shall be or suspected violation of this AUP Policy shall be immediately reported to info@lifesharetech.com