

TOUCHPOINTCARE SUBSCRIPTION SERVICE AGREEMENT

THIS TouchPointCare Subscription Service Agreement (this "Agreement") is made as of the Effective Date _____ by and between TouchPointCare, LLC ("TPC") and _____ ("Customer"). TPC and Customer hereby agree that the following terms and conditions will apply to the services and software provided by TPC to Customer.

Customer and Users. The term "Customer" shall mean the individual or legal entity identified to TPC in this Agreement. The term "User" and "Users" shall mean an individual, and if the Customer is representing a business, the term shall also encompass its employees or agents, who access the Service established by the Customer.

The Service. TPC will provide the Customer with the use of the TouchPointCare web-based software, consisting of a browser interface, data transmission, available data access, and data storage (the "Service"). The Customer's sign-up and registration for, or use of, the Service shall be deemed to be agreement by the Customer to abide by all the terms and conditions of this Agreement.

Implementation Service Fee. A one time Implementation Service Fee of \$500.00 is due upon execution of this Agreement. The Service includes product training and consulting in amounts and methods as determined by TPC.

Service Access and Availability. The Customer is responsible for obtaining and maintaining all computer hardware, software and communications equipment needed to access the Service, and for paying all third-party access charges incurred while using the Service. TPC warrants that the Service will have 100% uptime reliability. If the Service experiences an outage, the Customer will be entitled to a refund of the Monthly Usage Fee equal to the reported outage time as a per cent of the total monthly uptime. The Customer acknowledges, and agrees, that written notice from the Customer showing proof of the outage must be made within 5 days of the outage, and that planned outages in which TPC provides at least 24 hours advanced notice shall not be entitled to refunds.

Proprietary Software and License. Customer acknowledges, and agrees, that the Service uses proprietary software (the "Software") owned by TPC, and the Customer is being granted an individual, limited, non-exclusive, non-transferable license to use the Software subject to the terms and conditions of this Agreement. The Customer acknowledges, and agrees, that the Customer, its employees and agents, are expressly prohibited, directly or indirectly, from attempting to discover the source code, underlying algorithms, or technology of the Software; renting, leasing, selling, assigning, or transferring rights to the Software; modifying or making derivative works based on the Software; or using the Software in any service bureau or timeshare capacity. The Customer acknowledges, and agrees, that TPC retains exclusive ownership throughout the world of its Software, including portions or copies, and all rights not expressly granted to the Customer are reserved by TPC.

Billing Period and Payment Method. . The Customer acknowledges, and agrees, that TPC charges and collects fees based upon the monthly usage of the Service. An invoice will automatically be issued to a Customer at the first of every month for the Total Monthly Usage Fee. Invoices are billed in U.S. Dollars and payable by check or money order in U.S. Dollars drawn on a U.S. Bank. The Customer agrees to pay the Total Monthly Usage Fee, which is non-refundable, for its account in accordance with the usage fee and billing terms in effect at the time the fees are due and payable.

Calculation of Total Monthly Usage Fees. The Total Monthly Usage Fee charge to the Customer shall be equal to the total number of completed question series times \$.85, the cost per completed questions series in affect for the Customer. TPC reserves the right to change the usage fee and usage policies, and to introduce new charges at any time, with 30 days prior notice to the Customer.

Local and State Taxes. Invoice amounts are exclusive of all taxes, levies, or duties that may be imposed by taxing authorities having jurisdiction over the Customer's access location. Due to the mobility of access to the Service, the Customer acknowledges, and agrees, to be responsible for the payment of such taxes, levies, or duties, if any.

Invoice Errors. The Customer must contact TPC in writing within 45 days of the date of an invoice claimed to reflect a billing error to be eligible to receive a credit or adjustment.

Renewal of Service Agreement. The Customer acknowledges, and agrees, that this Service Agreement is a monthly agreement and shall automatically renew each month unless either party requests a change to the Agreement or its

termination in accordance with this Agreement.

Non-Payment. In the event the Customer account becomes more than 30 days overdue, TPC reserves the right to suspend the Service provided to the Customer. The Customer acknowledges, and agrees, that suspension of the account will deny the Customer, and all users accessing the Service using the Customer account, access to the Service until all past due invoices are paid in full. In addition to the right to suspend the Service granted herein, TPC reserves the right to terminate this Agreement in accordance with the terms and conditions of this Agreement.

Termination of Service Agreement. The Customer or TPC may terminate this Service Agreement by notifying the other party in writing at least 30 days before the beginning of the next monthly billing period. Upon termination of the Service Agreement for any reason, the Customer, and all users accessing the Service using the Customer account, will immediately be denied access to the Service. After termination, TPC will remove all data in the Customer account. TPC will provide a file of the Customer data to the Customer for a fee provided the Customer requests such a file in writing at the time notice of termination is given and all Customer charges are paid in full upon termination. The Customer acknowledges, and agrees, that, in the absence of a written request for a file copy of Customer data, TPC is not obligated to retain the Customer data after termination, and will delete the data after termination.

Accurate Customer Information. The Customer agrees to provide TPC with accurate billing and contact information, including legal name, company name (if applicable), street address, telephone number, and Email address. The Customer also agrees to notify TPC of any changes to this information within 30 days. TPC reserves the right to terminate Customer access to the Service, without any obligation to return Customer data, if the Customer provides false or fraudulent contact or billing information.

Customer Account Security and Passwords. The Customer is entirely responsible for any and all activities that occur within the Customer's account and additional accounts that may be established by the Customer. The Customer will choose, or be temporarily assigned, all applicable passwords to use with the Service. The Customer shall be solely responsible for maintaining the confidentiality of its passwords and account data, and where applicable the passwords and accounts of each user accessing the Service using an account established by the Customer. Any unauthorized use or breach of security of a Customer account, or any other accounts that may be established by the Customer, shall be reported immediately to TPC.

Customer Support. TPC, or its designee(s), shall provide Email or Telephone support during normal business hours (9:00am to 5:00pm Central Time Zone) Monday-Friday, except on holidays.

Customer Data. TPC acknowledges that all data submitted to the Service by the Customer (Customer Data), or its agents, is and shall remain the exclusive property of the Customer. The Customer acknowledges, and agrees, that the accuracy, integrity, reliability, quality, and legality, of Customer Data shall be the sole responsibility of the Customer, and TPC shall not be held accountable or liable for any correction, deletion, loss, destruction, or failure to store any such Customer Data.

Confidentiality of Customer Data. All Customer Data is considered confidential. TPC will not share, rent, sell, trade or otherwise disclose any personally identifiable information or Customer identifiable information. TPC may, however, in its sole discretion disclose to third parties that Customer Data which is not personally identifiable or Customer identifiable.

Data Backup and Security. TPC shall use all reasonable efforts to protect the Customer's data and conduct data backups.

Inappropriate Use. The Customer, and employees or agents, will not use the Service in any way to transmit through the Service any unlawful, harassing, libelous, unsolicited commercial email ("spam"), abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind. The Customer agrees to defend, indemnify, and hold TPC harmless against any claim or action, civil or criminal that arises from the Customers use of the Service in any manner.

Export Regulations. The Customer agrees to comply strictly with all U.S. export laws and controls and assumes sole responsibility for obtaining licenses or permits for export or re-export as may be required.

Assignment. This Agreement may not be assigned by the Customer without the prior written approval of TPC, but may be assigned by TPC to a parent or subsidiary, an acquirer of assets, or a successor by merger.

Choice of Law. The laws of the state of Illinois shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights of the parties hereto.

Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of the Agreement shall nevertheless remain in full force and effect.

Modification of Service Agreement. TPC reserves the right to change the terms and conditions of this Agreement, and all policies relating to the Service, at any time. TPC shall notify the Customer by posting an updated version of this Agreement on the Service. Customer is responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute Customer's consent to such changes.

Relationship of Parties. TPC, in providing the Services, is acting as an independent contractor and does not undertake by this Agreement or otherwise to perform any regulatory or contractual obligation of the Customer. TPC has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all work to be performed by TPC under this Agreement.

Notices. Any and all notices, demands, or other communications required or desired to be given hereunder relating to the terms and conditions of this Agreement shall be made in writing and shall be validly given or made to another party if personally served; or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested; or if by Email when receipt is electronically confirmed. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand, or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows: If to the Customer: the Customer's address on record in TPC account information. If to TPC the Customer may give notice to: TouchPointCare, LLC, 215 East Park Avenue, Suite D, Libertyville, IL 60048. If such notice, demand, or other communication is given by Email, such notice shall be deemed given 24 hours after sending, or electronically acknowledged, whichever is less.

Warranty Disclaimer. THE TOUCHPOINTCARE SERVICE IS PROVIDED TO THE CUSTOMER STRICTLY ON AN "AS IS" BASIS AND TOUCHPOINTCARE, LLC. AND ITS LICENSORS MAKE NO WARRANTY, REPRESENTATION, OR GUARANTY, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, RELIABILITY, AVAILABILITY, OR ACCURACY OF CONTENT. TOUCHPOINTCARE, LLC. DOES NOT GUARANTY, WARRANT, OR REPRESENT THAT THE SERVICE WILL BE SECURE, UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT ERRORS OR DEFECTS WILL BE CORRECTED.

Limitation of Liability. IN NO EVENT SHALL TOUCHPOINTCARE, LLC. TOTAL LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY THE CUSTOMER TO TOUCHPOINTCARE, LLC. FOR THE TOUCHPOINTCARE SERVICE UNDER THIS SERVICE AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE ACT OF INJURY THAT GAVE RISE TO THE LIABILITY. NEITHER TOUCHPOINTCARE, LLC. NOR ITS LICENSORS SHALL BE LIABLE TO ANYONE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OR INACCURACY OF DATA, REVENUE, OR PROFITS) ARISING OUT OF, OR IN CONNECTION WITH, THIS SERVICE OR THE INABILITY TO USE THE SERVICE, EVEN IF TOUCHPOINTCARE, LLC HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

TOUCHPOINTCARE, LLC.

By: _____
Name: _____
 Please type or print
Title: _____

By: _____
Name: _____
 Please type or print
Title: _____