

TERMS OF SERVICE FOR THE DWELL AT HOME SERVICE

Welcome to Dwell At Home! Dwell At Home is a service provided by Dwell At Home, LLC. (“Dwell At Home”), an independent software vendor to allow you to use the Dwell At Home.com web portal to invite Authorized Users to access and use Dwell At Home’s software (the “Dwell At Home Software”), respond to job offers to provide care for Care Seekers, to track and schedule jobs offered to Care Givers, and to administer payments to Care Givers.

The following Terms of Service (“Terms”) constitute a binding legal agreement directly between the you (“you” or the “Customer”) and Dwell At Home regarding your use of the Dwell At Home.com websites and related services provided by Dwell At Home (collectively, the “Dwell At Home Services” or “Service”). The Dwell At Home Services are hosted by Dwell At Home and accessed and used by Customers via the Internet.

Becoming a User. The Service may only be used by users who can form legally binding contracts under applicable law. The Service is not available to children (persons under the age of 18), those who do not satisfy all eligibility terms, or users who have had their user account temporarily or permanently deactivated. By becoming a user, you represent and warrant that you are at least 18 years old and that you have the right, authority and capacity to enter into and abide by the terms and conditions of this Agreement. You may not allow other persons to use your User account, and you agree that you are the sole authorized user of your account.

1. Definitions.

“**Affiliates**” means any entity that directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with a party to these Terms, by way of majority voting equity ownership.

“**Authorized Users**” means individuals who are authorized by Customer to use the Dwell At Home Software and who have been supplied user identifications and passwords by Customer.

“**Customer**” means you, the person or legal entity entering into this agreement for the purpose of offering Authorized Users access to the Dwell At Home Software.

“**Care Seeker**” mean a person requesting services from a Caregiver.

“**Care Giver**” means a person providing services to Care Seekers (or their dependents).

“**Customer Data**” means all electronic data or information submitted by Customer to and stored by the Dwell At Home Service.

“**Documentation**” means the administrative and user manuals published by Dwell At Home and provided by Dwell At Home to Customer within the Dwell At Home Service, which may be updated from time to time, but excluding any sales or marketing materials.

“**Electronic Communications**” means any information transmitted in whole or part, electronically received and/or transmitted through the Dwell At Home Service.

“**Term**” has the meaning set forth in Section 9.1 below.

2. Dwell At Home Services License Terms

2.1 License. Subject to these terms and payment of the applicable fees to Dwell At Home, for the duration of the Term, subject to the use parameters specified herein, and solely for the internal business operations of Customer and its Affiliates, Dwell At Home grants to Customer a limited, non-exclusive, non-transferable license to Customer’s Authorized Users to use the Dwell At Home Software.

2.2 Authorized Users: Passwords, Access, and Notification. Customer shall authorize access to the Dwell At Home Software to Authorized Users. Dwell At Home will act as though any Electronic Communications it receives under Customer’s passwords, username, and/or account number will have been sent by Customer. Customer shall use commercially reasonable efforts to prevent unauthorized access to or use of the Dwell At Home Services and shall promptly notify Dwell At Home of any unauthorized access or use of the Dwell At Home Services and any loss or theft or unauthorized use of Customer’s password or name and/or Dwell At Home Services account numbers.

2.3 Use of the Dwell At Home Service. Customer is responsible for all activities (either by Customer or Customer’s Affiliates) and Electronic Communications, compliance with these Terms, including the content of all Customer

Data. Customer will not: (a) sell, lease, license or sublicense the Dwell At Home Services or invite Authorized Users except according to these Terms; (b) introduce into or transmit through the Dwell At Home Services any virus, worm, trap door, back door, and other harmful or malicious code, files, scripts, agents, or programs; (c) transmit or store infringing material in the Dwell At Home Services; (d) send any Electronic Communication from the Dwell At Home Services that is unlawful, harassing, libelous, defamatory or threatening. Except as permitted by these Terms, no part of the Dwell At Home Services may be copied, republished, displayed in any form or by any means. Customer agrees not to access the Dwell At Home Services by any means other than through the interfaces that are provided by Dwell At Home.

2.4 Customer Requirements

2.4.1 **Compliance with the Law.** Each Customer will comply with all applicable laws which failure will constitute a material breach of these terms and is subject to termination of these terms, and Customer's access to the Dwell At Home Service no notice.

2.4.2 **Prohibited Conduct. BY USING THE SERVICE YOU AGREE NOT TO:**

- (a) transmit, post, distribute, store or destroy material, including without limitation Dwell At Home Content, in violation of any applicable law or regulation, including but not limited to laws or regulations governing the collection, processing, or transfer of personal information, or in breach of Dwell At Home's Privacy Policy;
- (b) take any action that imposes an unreasonable or disproportionately large load on the Dwell At Home Service's hosting infrastructure;
- (c) use any device to navigate or search the Dwell At Home Services other than the tools made available on the Dwell At Home Service, generally available third party web browsers, or other tools approved by Dwell At Home;
- (d) use any data mining, robots or similar data gathering or extraction methods;
- (e) violate or attempt to violate the security of the Dwell At Home Services including attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
- (f) forge any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting;
- (g) reverse engineer or decompile any parts of the Dwell At Home Service;
- (h) aggregate, copy or duplicate in any manner any of the Dwell At Home content or information available from the Dwell At Home Service other than as permitted by these Terms;
- (i) frame or link to any Dwell At Home Content or information available from the Dwell At Home Service, unless permitted by these Terms;
- (j) post any content or material that promotes or endorses false or misleading information or illegal activities, or endorses or provides instructional information about illegal activities or other activities prohibited by these Terms, such as making or buying illegal weapons, violating someone's privacy, providing or creating computer viruses or pirating media;
- (k) attempt to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Dwell At Home Service, overloading, "flooding", "spamming", "mailbombing" or "crashing";
- (l) use the Dwell At Home Services for any unlawful purpose or any illegal activity, or post or submit any content, resume, or job posting that is defamatory, libelous, implicitly or explicitly offensive, vulgar, obscene, threatening, abusive, hateful, racist, discriminatory, of a menacing character or likely to cause annoyance, inconvenience, embarrassment, anxiety or could cause harassment to any person or include any links to pornographic, indecent or sexually explicit material of any kind, as determined in Dwell At Home's discretion.
- (m) Violations of system or network security may result in civil and/or criminal liability. Dwell At Home will investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Authorized Users who are involved in such violations.

2.5 Security and Privacy. Each party will use commercially reasonable measures to maintain and enforce physical and logical security procedures to prevent unauthorized access to and/or use of the Dwell At Home Services and the Customer Data. Dwell At Home will use commercially reasonable measures to secure and defend the Dwell At Home Services against "hackers" and others who may seek to modify or access the Dwell At Home Services or the Customer Data without authorization. Dwell At Home will use commercially reasonable efforts to remedy any

breach of security or unauthorized access. Dwell At Home shall not be responsible or liable for the disclosure of or unauthorized access to Customer Data caused by Customer, its Authorized Users, Customer's affiliates, or the employees, agents or contractors of any of the foregoing. The privacy of individuals using the Dwell At Home Services is important to Dwell At Home. Dwell At Home's Privacy Policy is hereby incorporated into these Terms by reference. Please read the Privacy Policy carefully for information relating to Dwell At Home's collection, use and disclosure of personal information.

2.6 Transmission of Data. The Dwell At Home Services allows Customer to send and receive Electronic Communications and Customer understands that the technical processing and transmission of Customer's Electronic Communications is fundamentally necessary to use of the Dwell At Home Service. Customer acknowledges and understands that Customer's Electronic Communications will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by Dwell At Home. Dwell At Home is not responsible for any Electronic Communications and/or Customer Data which are delayed, lost, altered, intercepted or stored during the transmission of any data across networks not owned and/or operated by Dwell At Home, including but not limited to, the Internet and Customer's local network.

2.7 Compliance with Laws. Customer will be solely responsible: (i) for compliance by Customer with all laws and governmental regulations affecting Customer's business, (ii) for using the Dwell At Home Services in a manner to assist it in complying with same, and (iii) the content and accuracy of all reports and documents prepared in whole or in part by using the Dwell At Home Services. Customer agrees and acknowledges that Dwell At Home is not a law firm, does not provide legal advice or representation, and that no attorney-client relationship exists or will be formed between Dwell At Home and Customer.

2.8 Third-Party Sites, Products and Dwell At Home Services; Links. The Dwell At Home Services may include links or references to other web sites or services solely as a convenience to Users ("Reference Sites"). Dwell At Home does not endorse any such Reference Sites or the information, materials, products, or services contained on or accessible through Reference Sites. In addition, your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Dwell At Home Services are solely between you and such advertiser. ACCESS AND USE OF REFERENCE SITES, INCLUDING THE INFORMATION, MATERIALS, PRODUCTS, AND SERVICES ON OR AVAILABLE THROUGH REFERENCE SITES IS SOLELY AT YOUR OWN RISK.

3. Confidentiality

3.1 Confidential Information. For purposes of these Terms, "**Confidential Information**" shall include Customer Data, each party's proprietary technology, business processes and technical product information, designs, issues, all communication between the Parties regarding the Dwell At Home Services and any information that is clearly identified in writing at the time of disclosure as confidential. Notwithstanding the foregoing, Confidential Information shall not include information which: (1) is known publicly; (2) is generally known in the industry before disclosure; (3) has become known publicly, without fault of the Receiving Party; (4) the Receiving Party becomes aware of from a third party not bound by non-disclosure obligations to the Disclosing Party and with the lawful right to disclose such information to the Receiving Party; (5) is independently developed by the Receiving Party without use of or reference to the Confidential Information, or (6) is aggregated, de-identified data that does not contain any personally identifiable or Customer-specific information.

3.2 Non-Disclosure Obligations. Each party agrees: (a) not to use or disclose Confidential Information except to the extent reasonably necessary to perform its obligations or exercise rights under these Terms or as directed by the disclosing party; (c) to protect the confidentiality of Confidential Information in the same manner as it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of such Confidential Information), and (d) to make Confidential Information available to authorized persons only on a "need to know" basis. Either party may disclose Confidential Information on a need to know basis to its contractors and service providers who have executed written agreements requiring them to maintain such information in strict confidence and use it only to facilitate the performance of their services in connection with the performance of these Terms. Notwithstanding the foregoing, this Section will not prohibit the disclosure of Confidential Information to the extent that such disclosure is required by law or order of a court or

other governmental authority or a regulation.

4. Ownership

4.1 Ownership of Dwell At Home Services. Customer agrees that all rights, title and interest in and to all intellectual property rights in the Dwell At Home Services and Documentation (including without limitation the software used to provide the Dwell At Home Services) are retained and owned exclusively by Dwell At Home or its licensors. In addition, Dwell At Home shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, and perpetual license to use or incorporate into the Dwell At Home Services and its other product and service offerings any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Authorized Users, relating to the operation of the Dwell At Home Services, Dwell At Home Software, and associated services. Any rights not expressly granted herein are reserved by Dwell At Home. Dwell At Home service marks and trademarks, logos and product and service names are marks of Dwell At Home (the "**Dwell At Home Marks**"). Customer agrees not to display or use the Dwell At Home Marks in any manner without Dwell At Home's express prior written permission. The trademarks, logos and service marks of Third Party Application providers ("**Marks**") are the property of such third parties. Customer is not permitted to use these Marks without the prior written consent of such third party who may own the Mark. The contents of the Dwell At Home Service, such as designs, text, graphics, images, video, information, logos, button icons, software, audio files and other Dwell At Home content (collectively, "**Dwell At Home Content**"), are protected under copyright, trademark and other laws. Except for any Customer Data, all Dwell At Home Content is the property of Dwell At Home or its licensors. The compilation (meaning the collection, arrangement and assembly) of all content on the Dwell At Home Services is the exclusive property of Dwell At Home and is protected by copyright, trademark, and other laws. Unauthorized use of the Dwell At Home Content may violate these laws and/or applicable communications regulations and statutes, and is strictly prohibited. You must preserve all copyright, trademark, service mark and other proprietary notices contained in the original Dwell At Home Content on any authorized copy you make of the Dwell At Home Content.

5. Payment Terms

5.1 Dwell At Home Services Fees. In order to use the Dwell At Home Services Customer will promptly pay all fees required under these terms and as otherwise specified by Dwell at Home.

5.2 No Refunds. Except as expressly provided in these Terms, all payments made to Dwell at Home in return for Customer's access to the Dwell At Home Services are final and non-refundable. If you believe any amount has been paid to Dwell at Home in error, you must notify Dwell at Home of such dispute within 30 days of the imposition of such charge, or you waive your right to dispute those charges.

5.3 Invoicing and Payment. Except as otherwise agreed to by the parties in writing, invoicing and payment shall be handled by the parties in accordance with this Section. Customer shall provide Dwell at Home with valid and updated credit card information. Customer hereby authorizes Dwell at Home to charge that credit card for the Service during the term of this Agreement. Without limiting Customer's rights under this Agreement, or at law, all payments by Customer are non-refundable. For payments made by Customer, upon request Dwell at Home will provide a receipt evidencing payment. Customer is responsible for maintaining complete and accurate billing and contact information in the Product Offering. Customer is also responsible for providing updated credit card information should a new card issue or an account close or change.

7.3 Overdue Charges. Except as otherwise agreed to by the parties in writing, if any payment is not received from Customer when due, then, at Dwell at Home's discretion, (a) such charges may accrue late interest at the rate of 2.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date the payment was due until the date paid, and (b) Dwell at Home may require future payments to be made in advance.

7.4 Suspension of Product Offering and Acceleration. If any amount owing under this Agreement or any other agreement for Dwell at Home's services is five or more days past due, Dwell at Home may, without limiting Dwell at Home's other rights and remedies, accelerate Customer's unpaid fee obligations under this Agreement and the other agreements so that all such obligations become immediately due and payable, and suspend Dwell at Home's Product Offering to Customer until such amounts are paid in full.

7.5 Taxes. Unless otherwise expressly stated, Dwell at Home's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes,

assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with Customer's purchases in connection with this Agreement. If Dwell at Home has the legal obligation to pay or collect Taxes for which Customer are responsible under this paragraph, the appropriate amount will be invoiced to and paid by Customer, unless Customer provide Dwell at Home with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Dwell at Home is solely responsible for taxes assessable against it based on Dwell at Home's income, property and employees.

6.0 Disclaimer / No Warranty.

6.1 Disclaimer. DWELL AT HOME DOES NOT REPRESENT THAT YOUR USE OF THE DWELL AT HOME SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE DWELL AT HOME SERVICE WILL MEET ALL OF YOUR REQUIREMENTS. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.2 No Warranty. THE SERVICES ARE PROVIDED "AS IS", "AS AVAILABLE", AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, DWELL AT HOME, AND ITS AFFILIATES, PARTNERS, LICENSORS AND SUPPLIERS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM DWELL AT HOME OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. YOU EXPRESSLY ACKNOWLEDGE THAT, AS USED IN THIS SECTION 6.2, THE TERM DWELL AT HOME INCLUDES DWELL AT HOME'S OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS AND SUBCONTRACTORS.

CUSTOMER ACKNOWLEDGES THAT THE PROPER PROVISION OF CARE TO CUSTOMER'S CLIENTS IS SOLELY CUSTOMER'S RESPONSIBILITY AND THAT THE SERVICE IS DESIGNED TO BE USED IN CONJUNCTION WITH OTHER PROCESSES AND PROCEDURES TO ENSURE PROPER PROVISION OF CARE UNDER ANY CIRCUMSTANCES, INCLUDING UNANTICIPATED FAILURE OF THE SERVICE. AS SUCH, CUSTOMER SHALL MAINTAIN PAPER VERSIONS OF UPDATED CARE PLANS AND SCHEDULES AND TO PROVIDE THOSE PLANS AND SCHEDULES TO CAREGIVERS REGULARLY TO ENSURE THAT PROPER CARE IS PROVIDED TO CUSTOMER'S CLIENTS UNDER ANY AND ALL CIRCUMSTANCES. CUSTOMER FURTHER ACKNOWLEDGES THAT PRODUCT OFFERING IS A TOOL AND ITS COMPLIANCE WITH ANY RULE AND REGULATIONS IS NOT GUARANTEED. DWELL AT HOME IS NOT PROVIDING THE SERVICE AS A REGULATED OR COVERED ENTITY. CUSTOMER IS SOLELY AND EXCLUSIVELY RESPONSIBLE FOR ENSURING THAT THEIR USE OF THE SERVICE IS COMPLIANT WITH ALL APPLICABLE LAWS, RULES AND REGULATIONS

6.3 "As is" and "As available" and "With All Faults". YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE AND ANY DATA, INFORMATION, THIRD- PARTY SOFTWARE, USER COMMUNICATIONS, REFERENCE SITES, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SERVICE ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND EITHER EXPRESS OR IMPLIED.

7. Disclaimer; Limitations of Liability.

7.1 Damage Type Limitation. IN NO EVENT SHALL DWELL AT HOME BE LIABLE TO YOU OR ANY THIRD PARTY FOR LOST PROFITS OR REVENUE OR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, COST OF COVER, SPECIAL, RELIANCE OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE OR KIND HOWEVER CAUSED, WHETHER FROM BREACH OF WARRANTY, BREACH OR REPUDIATION OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL CAUSE OF ACTION FROM OR IN CONNECTION WITH THESE TERMS (AND WHETHER OR NOT DWELL AT HOME HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES TO THE MAXIMUM EXTENT PERMITTED BY LAW).

7.2 Limitation of Liability. IN NO EVENT WILL DWELL AT HOME OR ITS AFFILIATES', CONTRACTORS', EMPLOYEES',

AGENTS', OR THIRD-PARTY PARTNERS', LICENSORS', OR SUPPLIERS' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE TERMS OR YOUR USE OF THE SERVICE OR YOUR INTERACTION WITH OTHER SERVICE USERS (WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, WARRANTY, OR OTHERWISE), EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE SERVICE DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM OR FIVE DOLLARS, WHICHEVER IS GREATER.

7.3 Reference Sites. THESE LIMITATIONS OF LIABILITY ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY YOU BY REASON OF ANY PRODUCTS OR SERVICES SOLD OR PROVIDED ON ANY REFERENCE SITES OR OTHERWISE BY THIRD PARTIES OTHER THAN DWELL AT HOME AND RECEIVED THROUGH OR ADVERTISED ON THE SERVICE OR RECEIVED THROUGH ANY REFERENCE SITES.

7.4 Basis of the Bargain. YOU ACKNOWLEDGE AND AGREE THAT DWELL AT HOME HAS OFFERED ITS PRODUCTS AND SERVICES, SET ITS PRICES, AND ENTERED INTO THE TERMS IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND DWELL AT HOME, AND THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND DWELL AT HOME. DWELL AT HOME WOULD NOT BE ABLE TO PROVIDE THE SERVICE TO YOU ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS.

7.5 Limitations by Applicable Law. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION.

7.6 No class actions. YOU AND DWELL AT HOME AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. FURTHER, UNLESS BOTH YOU AND DWELL AT HOME AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

8. Indemnification

8.1 Customer's Indemnity.

(a) Customer shall, at its own expense, defend Dwell At Home from and against any and all claims alleging that the Customer Data or any Customer trademarks or service marks, or any use thereof, infringes the intellectual property rights or other rights, or has caused harm to a third party and shall hold Dwell At Home harmless from and against liability for any Losses to the extent based upon such Claims.

(b) Customer shall, at its own expense, defend Dwell At Home from and against any and all claims brought by any governmental, state, or local agencies or arising from any failure by Customer to comply with all applicable laws, rules and regulations.

(c) Customer shall, at its own expense, defend Dwell At Home from and against any and all claims arising from any violation of Customer of any of these terms.

8.2 Indemnification Procedures and Survival. In the event of a potential indemnity obligation under this Section 8, the indemnified party shall: (i) promptly notify the indemnifying party in writing of such claim; (ii) allow the indemnifying party to have sole control of its defense and settlement; and (iii) upon request of the indemnifying party, cooperate in all reasonable respects, at the indemnifying party's expense, with the indemnifying party in the investigation and defense of such Claim. The indemnification obligations under this Section 8 are expressly conditioned upon the indemnified party's compliance with this Section 8.2.

9. Term; Subscription Renewals;

9.1 Term; Renewals. The period of time which you are permitted to access and use the Dwell At Home Services (the “Term”) shall be one year. The Term will automatically renew unless terminated according to the terms of this agreement, or unless either party gives the other sixty days prior written notice of non-renewal. Dwell At Home may terminate these terms upon a material breach of these Terms by you upon thirty (30) days prior written notice if such breach which is not cured during such notice period.

9.2 Termination.

a. Termination by Dwell at Home. You agree that Dwell at Home, in its sole discretion, for any or no reason, and without penalty, may terminate any Account you may have with Dwell at Home or your use of the Service and remove and discard all or any part of your Account, User profile, and any user communications, at any time. Dwell at Home may also in its sole discretion, and at any time, discontinue the Service or discontinue providing access to the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service or any Account you may have or portion thereof may be affected without prior notice, and you agree that Dwell at Home will not be liable to you or any third party for any such termination. Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies Dwell at Home may have at law or in equity. As discussed herein, Dwell at Home does not permit copyright infringing activities on the Service, and will terminate access to the Service, and remove all user communications and other content submitted by any Users who are found to be repeat infringers.

b. Termination by You. Your only remedy with respect to any dissatisfaction with (i) the Service, (ii) any term of these Terms of Service, (iii) any policy or practice of Dwell at Home in operating the Service, or (iv) any content or information transmitted through the Service, is to terminate the Terms and your Account. You may terminate the Terms at any time by deleting your login Account with the Service and discontinuing use of any and all parts of the Service.

c. Survival. Sections which by their terms are intended to survive the termination of the Terms or your use of the Service shall survive in accordance with such terms.

9.3 Termination, Expiration, Return of Customer Data.

Upon termination of Customer’s right to use the Dwell At Home Services hereunder, Customer shall have no rights to continue use of the Dwell At Home Service. Upon termination of Customer’s subscription to use the Dwell At Home Service, all of the Customer Data, will be marked as deleted in, and may be deleted from, Dwell At Home’s databases.

9.4 Suspension of Account. Dwell At Home reserves the right to suspend Customer’s and any of its Authorized Users’ access to and/or use of the Dwell At Home Services or the Dwell At Home Software for any violation of these terms or for violation of any agreement between Dwell At Home and an Authorized User. Customer agrees that Dwell At Home shall not be liable to Customer or to any Customer Affiliate or other third party for any suspension of the Dwell At Home Services or the Dwell At Home Software pursuant to this Section.

9.5 Suspension for Ongoing Harm. Customer agrees that Dwell At Home may with reasonably contemporaneous telephonic or electronic notice to Customer suspend access to the Dwell At Home Services if Dwell At Home reasonably concludes that Customer’s use of the Dwell At Home Service: (i) is being used to engage in denial of service attacks, spamming, or illegal activity; or (ii) is causing immediate, material and ongoing harm to Dwell At Home or others. Customer further agrees that Dwell At Home shall not be liable to Customer nor to any third party for any suspension of the Dwell At Home Services under such circumstances as described in this Section.

10. General Provisions.

10.1 Notices. Notices between the parties will be by personal delivery, courier, facsimile transmission, or certified or registered mail, return receipt requested, and will be deemed given upon receipt at the address of the recipient party or ten (10) days after deposit in the mail. Addresses used will be the ones set forth by the customer in its account profile or such other address as a party hereto will notify the other in writing.

10.2 Severability. In the event of any invalidity of any provision of these Terms, the parties agree that such invalidity will not affect the validity of the remaining portions of these Terms, and further agree to substitute for the invalid provision a mutually agreeable valid provision that most closely approximates the intent of the invalid provision.

10.3 Headings. The headings in these Terms are for convenience of reference only and have no legal effect.

10.4 No Third Party Beneficiaries. These Terms are intended for the sole and exclusive benefit of the parties hereto and is not intended to benefit any third party. Only the parties to these Terms may enforce it.

10.5 Assignment. Neither party may assign these Terms or any of their respective rights or obligations hereunder, without the other party's prior written consent; provided, that such consent will not be unreasonably withheld or delayed and shall not be required for assignment to an Affiliate of the assigning party or the purchaser of all or substantially all of the assets or equity securities of, the assigning party. Any assignment in violation of these Terms will be void and of no force and effect. All the terms and provisions of these Terms will be binding upon and inure to the benefit of the parties, their successors and permitted assigns.

10.6 Relationship. Each party hereto is an independent contractor, and neither party is, nor will claim to be, a legal representative, partner, franchisee, agent or employee of the other.

10.7 Force Majeure. Neither party will be liable to the other for a failure or delay in its performance of any of its obligations under these Terms are (except for the payment of amounts due hereunder) to the extent that such failure or delay is caused by circumstances beyond its reasonable control or by events such as fire, riot, flood, labor disputes, natural disaster, epidemic or pandemic, regulatory action, internet or telecommunications failures, terrorist acts, or other causes beyond such party's reasonable control, provided that the non-performing party gives notice of such condition and continues or resumes its performance of such affected obligation to the maximum extent and as soon as reasonably possible.

10.8 Entire Agreement. These Terms (including the Exhibits hereto) constitute the entire understanding and agreement between the parties with respect to the subject matter addressed herein and supersedes any and all prior or contemporaneous oral or written communications with respect to such subject matter. In the event of a conflict between the foregoing terms and conditions and any Exhibits to these Terms, the foregoing terms and conditions will control

10.9 Governing Law. These Terms will be governed by the laws of the State of Alabama, excluding its rules regarding conflicts of law. Venue for any dispute hereunder will be a court of competent jurisdiction located in Alabama and the parties irrevocably submit to the exclusive jurisdiction of such courts.

10.10. Dispute Resolution and Arbitration.

(a)Dispute Resolution. In the interest of resolving disputes between Customer and Dwell At Home in the most expedient and cost effective manner, Customer and Dwell At Home agree that any and all disputes arising in connection with the Agreement shall be resolved by binding arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Our agreement to arbitrate disputes includes, but is not limited to all claims arising out of or relating to any aspect of the Agreement, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, and regardless of whether the claims arise during or after the termination of these Terms. Customer understands and agrees that, by entering into the Agreement, Customer and Dwell At Home are each waiving the right to a trial by jury or to participate in a class action.

(b)Exceptions. Notwithstanding subsection (a), we both agree that nothing herein shall be deemed to waive, preclude, or otherwise limit either of our right to (i) bring an individual action in small claims court, (ii) pursue enforcement actions through applicable federal, state, or local agencies where such actions are available, (iii) seek injunctive relief in a court of law, or (iv) to file suit in a court of law to address intellectual property infringement

claims.

(c)Arbitrator. Any arbitration between Customer and Dwell At Home will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by the Agreement, and will be administered by the AAA.

10.13 Representations. You will make no representations or warranties on behalf of Dwell At Home regarding the Dwell At Home Service or Dwell At Home Software.