

HOPE.AI Subscription & Terms of Use Agreement

THIS SUBSCRIPTION AND TERMS OF USE AGREEMENT ("AGREEMENT") IS A LEGALLY BINDING CONTRACT BETWEEN THE ENTITY SPECIFIED AS A CUSTOMER ("CUSTOMER") AND THE CARE+ VENTURES, LLC ("CARE+") AND GOVERNS CUSTOMER'S USE OF THE HOPE.AI SOFTWARE AND PROVISION OF ANY ASSOCIATED SERVICES.

1. Definitions

"Customer Data" means any information that Customer or an End User provides to Care+, or otherwise authorizes access to in the course of accessing or using the Software.

"End User" means an individual associated with Customer via employment or other legal relationship who is granted permission by Customer to access the Software via Customer's License. An End User must have an active and approved email account with Customer's email domain registered with Care+ in order to access the Software licensed under this Agreement.

"Software" means the HOPE.AI tool.

"Subscription" means the License to use the Software.

2. License

2.1 License Grant for Software. Subject to the terms and conditions of this Agreement, Care+ grants Customer a non-exclusive, non-transferable, revocable, and non-sublicensable license for the term specified herein to use the Software solely for Customer's internal business purposes (the "License"). Except for the limited license rights granted pursuant to this Agreement, title, ownership rights and all intellectual property rights in and to the Software shall remain the sole and exclusive property of Care+.

2.2 License Use by End Users. Customer's License includes access to the Software by End Users. Customer expressly acknowledges and agrees that End Users are subject to all of the terms and conditions of this Agreement, and a breach of any of the terms of this Agreement by an End User shall be considered a breach by Customer.

2.3 License Conditions and Restrictions.

(i) Customer shall not circumvent, or attempt to circumvent, the requirements for an individual login

for each End User, any license requirement, security devices, access logs, or other measures provided, or permit or assist any End User to do the same. Customer assumes sole responsibility for use of any such credentials and shall notify Care+ immediately if such credentials are, or are suspected to have been, misappropriated. Customer is responsible for all acts and omissions of its End Users as if they were Customer's acts and omissions.

(ii) Except as expressly permitted by this Agreement, Customer will not, directly or indirectly, or allow any of its End Users, to:

(a) make access to the Software available to, or use such for the benefit of, anyone other than Customer and its End Users, including but not limited to selling, reselling, licensing, sublicensing, distributing, renting, leasing, or including such Software access in a service bureau or outsourcing offering or other service provided to third parties;

(b) modify the Software or create or attempt to create any derivative works of the Software, or translate, reproduce, reverse engineer, re-engineer, de-compile, disassemble, modify, or adapt the Software;

(c) make use of any of the Software for which it has not paid;

(d) restrict or otherwise limit Care+'s or any other third party's ability to access, use or maintain the Software, including any activity that damages, disables, impairs or otherwise burdens the Software, including the transmission of malicious or disruptive code, uploading of viruses, corrupted files, ransomware, Trojans, etc.

(e) use the Software in violation of any applicable local, state, or federal law or regulation;

(f) alter or remove any proprietary rights notices or legends appearing on or in the Software; or

(g) use the Software or Documentation in any manner inconsistent with this Agreement.

2.4 Customer Data.

(i) Customer agrees not to provide any health, financial, or similarly sensitive personal information that imposes specific data security obligations for the processing of such data. Care+ does not and will not assume any obligations with respect to Customer Data other than as required by applicable law. Customer will have sole responsibility for the accuracy and quality of Customer Data, the

means by which Customer acquired Customer Data and Customer's use of Customer Data with the Software.

(ii) Care+ may use the Customer Data for purposes of providing access to the Software in accordance with the terms of this Agreement. Care+ may use metadata, technical data and related operations information collected from Customer's use of the Software for internal use to develop, improve, operate and support its products and services.

3. Warranty

3.1 Care+ warrants that it is entitled to license the Software to Customer. Care+ does not warrant that operation of the Software will be uninterrupted or "bug" or error free.

3.2 THE FOREGOING WARRANTIES ARE EXCLUSIVE. CARE+ EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES REGARDING THE SOFTWARE, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IF CARE+ BREACHES THE APPLICABLE FOREGOING WARRANTY AND CUSTOMER PROMPTLY NOTIFIES CARE+ IN WRITING OF THE NATURE OF THE BREACH, CARE+ SHALL USE COMMERCIALY REASONABLE EFFORTS TO PROMPTLY REPAIR OR REPLACE THE NON-CONFORMING SOFTWARE WITHOUT CHARGE.

CUSTOMER AGREES THAT THE SOFTWARE, IS PROVIDED "AS IS" AND CARE+ DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, HEREUNDER INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

4. Fees

4.1 Customer agrees to pay the applicable fees charged by Care+ for access to the Software applicable for the number of modules and Customer locations selected by Customer. Care+ reserves the right to suspend or terminate Customer's access to the Software without liability if Customer fails to cure any instance of non-payment within 15 days of receipt of notice from Care+.

4.2 Amount of fees specified are exclusive of applicable sales, use, consumption, and any other

taxes. Customer shall timely pay all such taxes. Customer will indemnify Care+ and hold Care+ harmless from and against any such taxes and will promptly reimburse Care+ for the amount of any taxes that Care+ is required to or otherwise pays as a result of Customer's failure to pay such amount.

5. Term and Termination

5.1 The term of this Agreement shall commence upon Customer's acceptance thereof (the "Effective Date") and shall continue for twelve months after the Effective Date ("Initial Subscription Term"). The Subscription shall automatically extend for additional one-year periods (each, an "Extension Term") at the end of the Initial Subscription Term or, as applicable, any Extension Term, unless Customer or Care+ gives notice of non-renewal at least thirty (30) days prior to the start of the applicable Extension Term.

5.2 Customer will continue to receive the Subscription for any Extension Term in exchange for payment of Care+'s then-current fees. Any fees for an Extension Term shall be due and payable to Care+ prior to the start of the applicable Extension Term.

5.3 Either party may terminate this Agreement immediately by providing written notice to the other party of such termination if the other party breaches any material provision of this Agreement, subject to a reasonable period for the breaching party to cure such breach.

5.4 If this Agreement is terminated or expires, Customer's access and that of all End Users associated with Customer will be immediately terminated.