

TERMS OF SERVICE

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY CLICKING "ACCEPTED AND AGREED TO," CUSTOMER AGREES TO THESE TERMS AND CONDITIONS.

These Terms of Service constitute an agreement (this "Agreement") by and between Happy Acres Children's Home ("Provider") and the corporation, LLC, partnership, sole proprietorship, or other business entity executing this Agreement ("Customer"). This Agreement is effective as of the date Customer clicks "Accepted and Agreed To" (the "Effective Date"). Customer's use of and Provider's provision of Provider's SaaS (as defined below in Section 1.6) are governed by this Agreement.

EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS, AND THAT THE PERSON SIGNING ON ITS BEHALF HAS BEEN AUTHORIZED TO DO SO. THE PERSON EXECUTING THIS AGREEMENT ON CUSTOMER'S BEHALF REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO BIND CUSTOMER TO THESE TERMS AND CONDITIONS.

1. DEFINITIONS. The following capitalized terms will have the following meanings whenever used in this Agreement.

- 1.1. "AUP" means Provider's acceptable use policy, defined in Section 12 below. Provider requires that all Customers conduct themselves with respect for others. All Customers are required to observe the rules listed in the AUP.
- 1.2. "Customer Data" means all information processed or stored through the SaaS by Customer or on Customer's behalf. Customer data does not include payment records, credit cards or other information Customer uses to pay Provider, or other information and records related to Customer's account, including without limitation identifying information related to Customer staff involved in payment or other management of such account.
- 1.3. "Documentation" means Provider's standard manual related to use of the SaaS, as well as training material, technical support documentation.
- 1.4. "Order" means a monetary purchase for access to the SaaS.
- 1.5. "Privacy/Security Law" means privacy and security laws governing Provider's handling of Customer Data.
- 1.6. "SaaS" means Provider's Software as a Service. The Provider's service facilitates the management and creation of specific Forms, various statistic Reporting, and may include more helpful services Customer can choose to use.
- 1.7. "Form" is a file which contains the result of Customer entering Customer Data into the SaaS.
- 1.8. "SLA" means Provider's standard service level agreement, defined in Section 13 below.
- 1.9. "Term" is defined in Section 11.1 below.
- 1.10. "User" means any individual who uses the SaaS on Customer's behalf or through Customer's account or passwords, whether authorized or not.

2. THE SAAS.

- 2.1. Use of the SaaS. During the Term, Customer may access and use the SaaS pursuant to the terms of any outstanding Order, including such features and functions as the Order requires.
- 2.2. Service Levels. Provider shall provide the remedies listed in the SLA for any failure of the SaaS. Such remedies are the Customer's sole remedy for any failure of the SaaS. Credits issued pursuant to the SLA apply to outstanding or future invoices only and are forfeit upon termination of this Agreement. Provider is not required to issue refunds after termination of this agreement.
- 2.3. Documentation. Customer may reproduce and use the Documentation solely as necessary to support Users' use of the SaaS.
- 2.4. SaaS Revisions. Provider may enhance the SaaS from time to time. These enhancements will not diminish or remove current functionality. Customer will be given 30 day notice of the implementation of such enhancements with the associated modifications to the Documentation.

3. PAYMENT.

- 3.1. Subscription Fees. Customer shall pay Provider the fee set forth in each Order (the "Subscription Fee") for each Term after Initial Setup Fee. Customer Term will be 1 month. Provider's invoices are due within 1 Month of issuance. There is a 1 Month grace period after due date for late payment, after which Customer will be considered delinquent and subject to Termination and Erasure at Provider's discretion. Provider must provide a minimum 30 day written notice of such Termination and Erasure prior to execution. IF abuse of the grace period continually occurs, Provider reserves the right to Terminate access or Erasure of the Customer's SaaS upon a 30 day written notice. Provider will not be required to refund the Subscription Fee under any circumstances.
- 3.2. Initial Setup Fee. The first Order includes an Initial Setup Fee which facilitates the configuration, setup, and initial actions needed for Customer access to the SaaS. The Initial Setup Fee will only apply on the first Order of a Customer or on the most recent Order of a Customer who has previously Terminated access.
- 3.3. Taxes. Amounts due under this Agreement are payable to Provider without deduction for any tax, tariff, duty, or assessment imposed by any government authority (national, state, provincial, or local), including without limitation any sales, use, excise, ad valorem, property, withholding, or value-added tax, whether or not withheld at the source (collectively, "Sales Tax"). Except as forbidden by applicable law, Provider may require that Customer submit applicable Sales Taxes to Provider. However, the preceding sentence does not apply to the extent that Customer is tax exempt, provided it gives Provider a valid tax exemption certificate within 30 days of the Effective Date. Provider's failure to include any applicable tax in an invoice will not waive or dismiss its rights or obligations pursuant to this Section 3.2. If applicable law requires withholding or deduction of Sales Taxes or any other tax or duty, Customer shall separately pay Provider the withheld or deducted amount, over and above fees due. For the avoidance of doubt, this Section 3.2 does not govern taxes based on Provider's net income.

4. CUSTOMER DATA & PRIVACY.

- 4.1. Use of Customer Data. Provider shall not: (a) access, process, or otherwise use Customer Data other

than as necessary to facilitate the SaaS; or (b) give Customer Data access to any third party, except Provider's subcontractors that have a need for such access to facilitate the SaaS and are subject to a reasonable written agreement governing the use and security of Customer Data. Further, Provider: (c) shall exercise reasonable efforts to prevent unauthorized disclosure or exposure of Customer Data; and (d) shall comply with all Privacy/Security Laws that are applicable both specifically to Provider and generally to data processors in the jurisdictions in which Provider does business and operates physical facilities.

- 4.2. Additional Fees. Customer recognizes and agrees that Provider may charge additional fees (without limitation) (a) for activities (if any) required by Privacy/Security Laws and (b) for activities Customer requests to help it comply with Privacy/Security Laws.
- 4.3. Privacy Policy. Customer acknowledges Provider's privacy policy at hachfamily.com/privacy-policy, and Customer recognizes and agrees that nothing in this Agreement restricts Provider's right to alter such privacy policy. If the Privacy Policy and this Agreement conflict in any way, then this Agreement will take precedence.
- 4.4. De-Identified Data. Provider reserves the right to use, reproduce, sell, publicize or otherwise exploit De-Identified Data (as defined below) for performance and system usage information only. This includes the aggregation of data from other Customers. Customer content data is specifically excluded from this right and will not be accessed or shared with any entity. "De-Identified Data" refers to Customer Data with the following removed: information that identifies or could reasonably be used to identify an individual person, household or Customer.
- 4.5. Erase. Upon a 30 day written notice to Customer, Provider may permanently erase Customer Data if Customer's account is delinquent, suspended, or terminated for 30 days or more, without limiting Provider's other rights or remedies. Upon Erasure Provider will destroy all instances of Customer Data except De-Identified Data (Section 4.4). Erasure may include but is not limited to content data, backups, virtual containers, and databases.
- 4.6. Required Disclosure. Notwithstanding the provisions above of this Article 4, Provider may disclose Customer Data as required by applicable law or by proper legal or governmental authority. Provider shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.
- 4.7. Risk of Exposure. Customer recognizes and agrees that hosting data online involves risks of unauthorized disclosure or exposure and that, in accessing and using the SaaS, Customer assumes such risks. Provider offers no representation, warranty, or guarantee that Customer Data will not be exposed or disclosed through errors or the actions of third parties.
- 4.8. Data Accuracy. Provider shall have no responsibility or liability for the accuracy of data uploaded to the SaaS by Customer, including without limitation Customer Data and any other data uploaded by Users.
- 4.9. HIPAA. (Health Insurance Portability and Accountability Act of 1996) Customer Data includes personal health information which is protected health information under HIPAA. The SaaS supports compliance with HIPAA obligations. Section 4.7 "Risk of Exposure" also applies to HIPAA governed Customer Data.

5. CUSTOMER'S RESPONSIBILITIES & RESTRICTIONS.

- 5.1. Acceptable Use. Customer shall comply with the AUP listed in Section 12.1 and this Section 5.1. Customer shall not: (a) use the SaaS for service bureau or time-sharing purposes or in any other way

allow third parties to exploit the SaaS; (b) provide SaaS passwords or other log-in information to any third party; (c) share non-public SaaS features or content with any third party; (d) access the SaaS in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics of the SaaS, or to copy any ideas, features, functions or graphics of the SaaS; or (e) engage in web scraping or data scraping on or related to the SaaS, including without limitation collection of information through any software that simulates human activity or any bot or web crawler. In the event that it suspects any breach of the requirements of this Section 5.1, including without limitation by Users, Provider may suspend Customer's access to the SaaS without advanced notice, in addition to such other remedies as Provider may have. Neither this Agreement nor the AUP requires that Provider take any action against Customer or any User or other third party for violating the AUP, this Section 5.1, or this Agreement, but Provider is free to take any such action it sees fit.

- 5.2. Unauthorized Access. Customer shall take reasonable steps to prevent unauthorized access to the SaaS, including without limitation by protecting its passwords and other log-in information. Customer shall notify Provider immediately of any known or suspected unauthorized use of the SaaS or breach of its security and shall use best efforts to stop said breach.
- 5.3. Compliance with Laws. In its use of the SaaS, Customer shall comply with all applicable laws, including without limitation Privacy/Security laws.
- 5.4. Users & SaaS Access. Customer is responsible and liable for: (a) Users' use of the SaaS, including without limitation unauthorized User conduct and any User conduct that would violate the AUP or the requirements of this Agreement applicable to Customer; and (b) any use of the SaaS through Customer's account, whether authorized or unauthorized.

6. IP & FEEDBACK.

- 6.1. IP Rights to the SaaS. Provider retains all rights, titles, and interests in and to the SaaS, including without limitation all software used to provide the SaaS and all graphics, user interfaces, logos, and trademarks reproduced through the SaaS. This Agreement does not grant Customer any intellectual property license or rights in or to the SaaS or any of its components, except to the limited extent that such rights are necessary for Customer's use of the SaaS as specifically authorized by this Agreement. Customer recognizes that the SaaS and its components are protected by copyright and other laws.
- 6.2. Feedback. Provider has not agreed to and does not agree to treat as confidential any Feedback (as defined below) that Customer, Customer's Clients, or other Users give Provider, and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict Provider's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting Customer. Feedback will not be considered Customer's trade secret. ("Feedback" refers to any suggestion or idea for improving or otherwise modifying any of Provider's products or services.)

7. CONFIDENTIAL INFORMATION. "Confidential Information" refers to the following items Provider discloses to Customer: (a) any document Provider marks "Confidential"; (b) any information Provider orally designates as "Confidential" at the time of disclosure, provided Provider confirms such designation in writing within 7 business days; (c) the Documentation, whether or not marked or designated

confidential; and (d) any other nonpublic, sensitive information Customer should reasonably consider a trade secret or otherwise confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in Customer's possession at the time of disclosure; (ii) is independently developed by Customer without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of Customer's improper action or inaction; or (iv) is approved for release in writing by Customer. Customer is on notice that the Confidential Information may include Provider's valuable trade secrets.

- 7.1. Injunction. Customer agrees that: (a) no adequate remedy exists at law if it breaches any of its obligations in this Article 7; (b) it would be difficult to determine the damages resulting from its breach of this Article 7, and such breach would cause irreparable harm to Provider; and (iii) a grant of injunctive relief provides the best remedy for any such breach, without any requirement that Provider prove actual damage or post a bond or other security. Customer waives any opposition to such injunctive relief or any right to such proof, bond, or other security. (This Section 7.1 does not limit either party's right to injunctive relief for breaches not listed.)
- 7.2. Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. Provider will retain all right, title, and interest in and to all Confidential Information.
- 7.3. Exception & Immunity. Pursuant to the Defend Trade Secrets Act of 2016, 18 USC Section 1833(b), Customer is on notice and acknowledges that, notwithstanding the foregoing or any other provision of this Agreement:
 - (a) Immunity. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that- (A) is made- (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.
 - (b) Use of Trade Secret Information in Anti-Retaliation Lawsuit. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual- (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

8. REPRESENTATIONS & WARRANTIES.

- 8.1. From Provider. Provider represents and warrants that it is the owner of the SaaS and of each and every component thereof, or the recipient of a valid license thereto, and that it has and will maintain the full power and authority to grant the rights to use the SaaS set forth in this Agreement without the further consent of any third party. Provider's representations and warranties in the preceding sentence do not apply to use of the SaaS in combination with hardware or software not provided by Provider. In case of breach of the warranty above in this Section 8.1, Provider, at its own expense, shall promptly: (a) secure for Customer the right to continue using the SaaS; (b) replace or modify the SaaS to make it noninfringing; or if such remedies are not commercially practical in Provider's reasonable opinion, (c) refund the fees paid for the SaaS for every month remaining in the then-current Term following the date after which Customer access to the SaaS ceases as a result of such breach of warranty. If Provider exercises its rights pursuant to Subsection 8.1(c) above, Customer shall promptly cease all use of the SaaS and all reproduction and use of the Documentation and

erase all copies in its possession or control. This Section 8.1, in conjunction with Customer's right to terminate this Agreement where applicable, states Customer's sole remedy and Provider's entire liability for breach of the warranty above in this Section 8.1.

- 8.2. From Customer. Customer represents and warrants that: (a) it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement; (b) it has accurately identified itself and it has not provided any inaccurate information about itself to or through the SaaS; and (c) it is a corporation, the sole proprietorship of an individual 18 years or older, or another entity authorized to do business pursuant to applicable law.
- 8.3. Warranty Disclaimers. Except to the extent set forth in the SLA and in Section 8.1 above, CUSTOMER ACCEPTS THE SAAS "AS IS," WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) PROVIDER HAS NO OBLIGATION TO INDEMNIFY OR DEFEND CUSTOMER OR USERS AGAINST CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY; (b) PROVIDER DOES NOT REPRESENT OR WARRANT THAT THE SAAS WILL PERFORM WITHOUT INTERRUPTION OR ERROR; AND (c) PROVIDER DOES NOT REPRESENT OR WARRANT THAT THE SAAS IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT CUSTOMER DATA WILL REMAIN PRIVATE OR SECURE.

9. INDEMNIFICATION. Customer shall defend, indemnify, and hold harmless Provider and the Provider Associates (as defined below) against any "Indemnified Claim," meaning any third party claim, suit, or proceeding arising out of or related to Customer's alleged or actual use of, misuse of, or failure to use the SaaS, including without limitation: (a) claims by Users or by Customer's employees, as well as by Customer's own customers; (b) claims related Data Incidents (as defined below); (c) claims related to infringement or violation of a copyright, trademark, trade secret, or privacy or confidentiality right by written material, images, logos or other content uploaded to the SaaS through Customer's account, including without limitation by Customer Data; and (d) claims that use of the SaaS through Customer's account, including by Users, harasses, defames, or defrauds a third party or violates the CAN-Spam Act of 2003 or any other law or restriction on electronic advertising. INDEMNIFIED CLAIMS INCLUDE, WITHOUT LIMITATION, CLAIMS ARISING OUT OF OR RELATED TO PROVIDER'S NEGLIGENCE. Customer's obligations set forth in this Article 9 include, without limitation: (i) settlement at Customer's expense and payment of judgments finally awarded by a court of competent jurisdiction, as well as payment of court costs and other reasonable expenses; and (ii) reimbursement of reasonable attorneys' fees incurred before Customers' assumption of the defense (but not attorneys' fees incurred thereafter). If Customer fails to assume the defense on time to avoid prejudicing the defense, Provider may defend the Indemnified Claim, without loss of rights pursuant to this Article 9. Provider will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it or a Provider Associate admit wrongdoing or liability or subjects either of them to any ongoing affirmative obligation. ("Provider Associates") are Provider's officers, directors, shareholders, parents, subsidiaries, agents, successors, and assigns. A "Data Incident" is any (1) unauthorized disclosure of, access to, or use of Customer Data, including without limitation Excluded Data, or (2) violation of Privacy/Security Law through Customer's account. Data Incidents include, without limitation, such events caused by Customer, by Provider, by Customer's customers or other users, by hackers, and by any other third party.)

10. LIMITATION OF LIABILITY.

- 10.1. Dollar Cap. PROVIDER'S CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED the dollar amount paid for the Initial Setup Fee.
- 10.2. Excluded Damages. Except with regard to breaches of Article 7 (*Confidential Information*), IN NO EVENT WILL PROVIDER BE LIABLE FOR LOST PROFITS OR LOSS OF BUSINESS OR FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.
- 10.3. Clarifications & Disclaimers. THE LIABILITIES LIMITED BY THIS ARTICLE 10 APPLY TO THE BENEFIT OF PROVIDER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND THIRD PARTY CONTRACTORS, AS WELL AS: (a) TO LIABILITY FOR NEGLIGENCE; (b) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (c) EVEN IF PROVIDER IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (d) EVEN IF CUSTOMER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. Customer acknowledges and agrees that Provider has based its pricing on and entered into this Agreement in reliance upon the limitations of liability and disclaimers of warranties and damages in this Article 10 and that such terms form an essential basis of the bargain between the parties. If applicable law limits the application of the provisions of this Article 10, Provider's liability will be limited to the maximum extent permissible. For the avoidance of doubt, Provider's liability limits and other rights set forth in this Article 10 apply likewise to Provider's affiliates, licensors, suppliers, advertisers, agents, sponsors, directors, officers, employees, consultants, and other representatives.

11. TERM & TERMINATION.

- 11.1. Term. The term of this Agreement (the "Term") will commence on the Effective Date and continue for the period set forth in the Order or, if none, for 1 Month. Thereafter, the Term will renew for successive 1 periods, unless either party refuses such renewal by written notice 30 or more days before the renewal date.
- 11.2. Termination for Cause. Either party may terminate this Agreement for the other's material breach by written notice specifying in detail the nature of the breach, effective in 30 days unless the other party first cures such breach, or effective immediately if the breach is not subject to cure.
- 11.3. Effects of Termination. Upon termination of this Agreement, Customer shall cease all use of the SaaS and delete, destroy, or return all copies of the Documentation in its possession or control. Upon termination of this Agreement, Customer access will be terminated, and Section 4.5 Erasure will take effect. The following provisions will survive termination or expiration of this Agreement: (a) any obligation of Customer to pay fees incurred before termination; (b) Articles and Sections 6 (*IP & Feedback*), 7 (*Confidential Information*), 8.3 (*Warranty Disclaimers*), 9 (*Indemnification*), and 10 (*Limitation of Liability*); and (c) any other provision of this Agreement that must survive to fulfill its essential purpose.

12. ACCEPTABLE USE

12.1. Unacceptable Use

- (a) *Abusive Behavior*: Do not harass, threaten, or defame any person or entity. Do not contact any person who has requested no further contact. Do not use ethnic or religious slurs against any person or group.
- (b) *Privacy*: Do not violate the privacy rights of any person. Do not cooperate in or facilitate identity theft. Do not collect or disclose any Personal Information without the subject's prior consent. "Personal Information" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with an individual person or household. Personal Information includes (without limitation) all of the following: Social Security numbers, other personal tax ID numbers, military identification numbers, student identification numbers, passport numbers, driver's license numbers, other government identification numbers, financial account data, payment card numbers, biometric information, health or medical information, insurance information, usernames, Internet protocol addresses, passwords, access codes, and security questions, as well as any information that if compromised could permit a person to assume the identity of another person.
- (c) *Intellectual Property*: Do not infringe upon the copyrights, trademarks, trade secrets, or other intellectual property rights of any person or entity. Do not reproduce, publish, or disseminate software, audio recordings, video recordings, photographs, articles, or other works of authorship without the written permission of the copyright holder.
- (d) *Hacking, Viruses, & Network Attacks*: Do not access any computer or communications system without authorization, including the computers used to provide the Service. Do not attempt to penetrate or disable any security system. Do not intentionally distribute a computer virus, launch a denial of service attack, or in any other way attempt to interfere with the functioning of any computer, communications system, or website. Do not attempt to access or otherwise interfere with the accounts of other users of the Service.
- (e) *Spam*: Do not send bulk unsolicited e-mails ("Spam") or sell or market any product or service advertised by or connected with Spam. Do not facilitate or cooperate in the dissemination of Spam in any way. Do not violate the CAN-SPAM Act of 2003.
- (f) *Fraud*: Do not issue fraudulent offers to sell or buy products, services, or investments. Do not mislead anyone about the details or nature of a commercial transaction. Do not commit fraud in any other way.
- (g) *Violations of Law*: Do not violate any law

12.2. Consequences of Violation. Violation of this Acceptable Use Policy (this "AUP") may lead to suspension or termination of the user's account or legal action. In addition, the user may be required to pay for the costs of investigation and remedial action related to AUP violations. Provider reserves the right to take any other remedial action it sees fit. However, Provider is not required to take any action against any customer or user violating this AUP.

12.3. Reporting Unacceptable Use. Provider requests that anyone with information about a violation of this AUP report it via e-mail to the following address: contact@hachfamily.com. Please provide the date and time (with time zone) of the violation and any identifying information regarding the violator, including e-mail or IP (Internet Protocol) address if available, as well as details of the violation.

12.4. Revision of AUP. Provider may change this AUP at any time by posting a new version on this page and sending the user written notice thereof. The new version will become effective on the date of

such notice.

13. SERVICE LEVEL AGREEMENT

13.1. Terms.

- (a) *“Monthly Uptime”* means the total minutes in the month minus the minutes of Downtime suffered during such month; provided Downtime of less than 5 minutes does not count for such purposes, in the aggregate or otherwise.
- (b) *“Credit”* means a credit against future System fees. Credits (a) do not apply to other amounts Customer may owe Provider, (b) apply to outstanding or future invoices only, and (c) are forfeit upon termination of the Agreement. Provider is not required to issue refunds or to make payments against Credits under any circumstances, including without limitation termination of this Agreement.
- (c) *“Downtime”* means any period during which Customer cannot log into the System, other than because of errors of Customer or its agents or failures of software or equipment operated by Customer or under its control. Notwithstanding the foregoing, Downtime does not include: (a) Scheduled Maintenance; or (b) failures due to Force Majeure (as defined in Section 13.1.d, Force Majeure). Downtime begins when Customer submits a Trouble Ticket.
- (d) *“Force Majeure”* means an Act of God for which no party can be held accountable. Which include but are not limited to Natural Disasters, Armed Conflict, Governmental or Societal Actions.
- (e) *“Scheduled Maintenance”* means any period of maintenance on the System, provided Provider has given Customer 7 days’ notice of such maintenance.
- (f) *“Trouble Ticket”* means a written notice properly submitted through Provider’s customer portal or emailed to contact@hachfamily.com.

13.2. Service Levels.

	SaaS Product Purchase	All functionality including all modules. No exclusions
	Software as a Service	
(a)	Environment	Access to one instance of SaaS hosted software on shared server located in a secure server farm in Los Angeles.
(b)	Back-ups	Hourly – on site Daily-in cloud Monthly – off site in secure location
(c)	Disaster Recovery	Requires minimum 1 week written notification to Customer
(d)	Customer Response Time	5 seconds
(e)	Customer Seat Limitations	None
(f)	SaaS bug fixes	Urgent: Immediate Important: 1 Week Low Impact: Next Release No charge for Bug Fixes
(g)	SaaS Enhancements	No charge for those agreed on
(h)	Customer Requested Enhancement	New Form: \$100 upcharge Other: Agreed upon upcharge

(i)	CARF and State Required Modifications	Provider will update SaaS with all modifications required by CARF or State at no cost to Customer
(j)	Training	- PDF's of all Documentation - On-Site Classes as requested only during the first Term - Any additional training/consultation may be provided at the discretion of the Provider

13.3. Monthly Uptime. Provider shall issue a Credit to Customer if Monthly Uptime falls below 95% of the total minutes in any calendar month, based on the table below.

Monthly Uptime as a percent of minutes in the month	Credit: percent of that month's System fees
80% to 95%	50%
Below 80%	100%

13.4. Miscellaneous. Provider may revise this SLA by posting a new version and providing written notice to Customer. However, during the time of the current Order, Customer may reject any such revision that, on balance, materially reduces Customer's rights or ability to conduct business by providing a written notice of such rejection, disclosing the material reduction in detail, within 30 days of Provider's notice of the revision.

14. MISCELLANEOUS.

14.1. Independent Contractors. The parties are independent contractors and shall so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf.

14.2. Notices. Provider may send notices pursuant to this Agreement to Customer's email contact points provided by Customer, and such notices will be deemed received 72 hours after they are sent. Customer may send notices pursuant to this Agreement to contact@hachfamily.com, and such notices will be deemed received 72 hours after they are sent. In addition, Customer is on notice and agrees that: (a) for claims of copyright infringement, the complaining party may contact contact@hachfamily.com; and (b) Provider will terminate the accounts of subscribers who are repeat copyright infringers.

14.3. Force Majeure. No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, epidemics, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, government orders responding to any of the foregoing, or other causes beyond the performing party's reasonable control.

14.4. Assignment & Successors. Customer may not assign this Agreement or any of its rights or obligations hereunder without Provider's express written consent. Except to the extent forbidden in this Section 14.4, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns.

14.5. Severability. To the extent permitted by applicable law, the parties hereby waive any provision of

law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

- 14.6. No Waiver. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.
- 14.7. Choice of Law & Jurisdiction: This Agreement and all claims arising out of or related to this Agreement will be governed solely by the internal laws of the State of Arizona, including without limitation applicable federal law, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties; (b) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (c) other international laws. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of Maricopa County, Arizona. This Section 14.7 governs all claims arising out of or related to this Agreement, including without limitation tort claims.
- 14.8. Conflicts. In the event of any conflict between this Agreement and any Provider policy posted online, including without limitation the AUP or Privacy Policy, the terms of this Agreement will govern.
- 14.9. Construction. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.
- 14.10. Technology Export. Customer shall not: (a) permit any third party to access or use the SaaS in violation of any U.S. law or regulation; or (b) export any software provided by Provider or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Customer shall not permit any third party to access or use the SaaS in, or export such software to, a country subject to a United States embargo (as of the Effective Date, Cuba, Iran, North Korea, Sudan, and Syria).
- 14.11. Entire Agreement. This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications.
- 14.12. Amendment. Provider may amend this Agreement from time to time by posting an amended version at its Website and sending Customer written notice thereof. Such amendment will be deemed accepted and become effective 30 days after such notice (the "Proposed Amendment Date") unless Customer first gives Provider written notice of rejection of the amendment. In the event of such rejection, this Agreement will continue under its original provisions, and the amendment will become effective at the start of Customer's next Term following the Proposed Amendment Date (unless Customer first terminates this Agreement pursuant to Article 11, *Term & Termination*). Customer's continued use of the Service following the effective date of an amendment will confirm Customer's consent thereto. This Agreement may not be amended in any other way except through a written agreement by authorized representatives of each party. Provider may revise the Privacy Policy and Acceptable Use Policy at any time by posting a new version of either at the Website, and such new version will become effective on the date it is posted; provided if such amendment materially reduces Customer's rights or protections, notice and consent will be subject to the requirements above in this Section 14.12.

EXECUTION

The parties have indicated their acceptance of this Agreement by executing it below. The Signees affirm that they have the authority to sign on behalf of their respective organization.

CUSTOMER

SIGNED BY:	
SIGNED ON:	
ORGANIZATION NAME:	
SIGNATURE:	

PROVIDER

SIGNED BY:	Daniel Blevins
SIGNED ON:	
ORGANIZATION NAME:	Residential Forms
SIGNATURE:	