SAAS LICENSE TERMS AND CONDITIONS

1. These SaaS License Terms and Conditions (these **"Terms"**) apply to the use of the SAAS Services (defined below) and other services provided through www.hapinnovations.com (this **"Website"**). By using this Website and the SAAS Services, you accept and are bound by these Terms. These Terms are subject to change by SPENCER HEALTH SOLUTIONS, LLC (referred to as "**sHS**", **"us"**, **"we"**, or **"our"** as the context may require) without prior written notice at any time, in our sole discretion. The latest version of these Terms will be posted on this Website, and you should review these Terms prior to purchasing any product or services that are available through this Website. Your continued use of this Website and the SAAS Services after a posted change in these Terms will constitute your acceptance of and agreement to such changes.

2. Definitions.

 a. "**End User Content**" means certain data, content, or materials provided by you (**"End User"**) when using the SAAS Services. End User is solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness, and copyright of all End User Content. End User shall obtain and maintain any rights, consents, and approvals required to grant sHS and authorized third parties the right to access and use any End User Content for the purposes described herein.

 b. "**Malicious Code**" means viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents, or programs.

 c. "**SAAS Services**" means the generally available web-based, on-line, hosted software as a service listed in your contract and provided by sHS for use with other services provided to the End User.

3. Grant of License.

 a. *Grant*. Subject to the terms and conditions of these Terms, sHS hereby grants to End User, and End User's authorized users who have been registered with sHS, a non-exclusive and nontransferable license, during the term of your contract, to access and use the SAAS Services via the Internet. End User agrees that its purchase of subscription(s) for the SAAS Services is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by sHS with respect to future functionality or features. Upon expiration or termination of your contract, the rights and licenses granted hereunder will automatically terminate, and End User may not continue to use the SAAS Services.

 b. *Restrictions*. The license granted in Section 3(a) above is conditioned upon End User's compliance with the terms and conditions of these Terms. End User may use the SAAS Services solely for its own personal purposes, in compliance with applicable law, and shall not: (i) permit any third party to access the SAAS Services except as permitted herein, (ii) create derivative works based on the SAAS Services; (iii) modify, reverse engineer, translate, disassemble, or decompile the SAAS Services, or cause or permit others to do so; (iv) access the SAAS Services in order to (A) build a competitive product or service, or (B) copy any ideas, features, functions, or graphics of the SAAS Services; and (v) remove any title, trademark, copyright, and/or restricted rights notices or labels from the SAAS Services. Violation of any provision of this Section shall be the basis for immediate termination of the SAAS Services by sHS.

 c. *Reserved Rights*. sHS hereby reserves all rights in and to the SAAS Services not expressly granted in these Terms. Nothing in these Terms or your contract shall limit in any way sHS's right to develop, use, license, create derivative works of, or otherwise exploit the SAAS Service or to permit third parties to do so.

4. Use of SAAS Services.

 a. *sHS Responsibilities*. sHS shall endeavor to respond to End User's support inquiries within a reasonable time, provided that End User supplies sHS with any information and/or materials reasonably requested, including without limitation any information needed to replicate, diagnose, and correct any error or other problem reported by End User relating to the access or use of the SAAS Services. Information that sHS may request to aid in the diagnosis and resolution efforts may include: (i) the name and contact information of the reporting person; (ii) symptoms of the suspected failure; (iii) any testing performed by End User with respect to the suspected failure; and (iv) whether use of the SAAS Services may be

temporarily suspended by sHS for testing purposes. sHS shall respond only to support inquiries originated by End User, and End User shall be responsible for responding to the support inquiries of its authorized users.

b.   *End User Responsibilities*. End User shall be responsible for its and its authorized users' compliance with these Terms and shall be responsible for the End User Content. End User shall not (i) use the SAAS Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (ii) use the SAAS Services to store or transmit Malicious Code, (iii) interfere with or disrupt the integrity or performance of the SAAS Services or third-party data contained therein or any systems or networks or violate the regulations, policies, or procedures of such networks used with the SAAS Services, (iv) attempt to gain unauthorized access to the SAAS Service or its related systems or networks, the sHS data or the data of any other sHS customers, or (v) harass or knowingly or intentionally interfere with another sHS customer's use and enjoyment of the SAAS Services. Any conduct by End User that in sHS's sole discretion restricts or inhibits any other sHS customer from using or enjoying the SAAS Services is expressly prohibited. End User will use commercially reasonable efforts to prevent unauthorized access to, or use of, the SAAS Services, and notify sHS promptly of any such unauthorized access or use.

c.   *Username and Password*. End User is solely responsible for maintaining the confidentiality of each username and password used with End User accounts. End User is solely responsible for any and all activities that occur under all End User's accounts. End User agrees to notify sHS immediately of any unauthorized use of End User's accounts or any other breach of security. sHS will not be liable for any loss that End User may incur as a result of someone else using End User's passwords or accounts, either with or without the End User's knowledge.

d.   *Reserved Rights*. sHS reserves the right in its sole discretion to decline to license access and use of the SAAS Services to End User. sHS further reserves the right in its sole discretion to terminate End User's license to access and use the SAAS Services, at any time, for reasons including, but not limited to, a breach or other violation of the terms and conditions set forth in these Terms; abuse of the SAAS Services or sHS's underlying systems; illegal or misrepresentative use of the SAAS Services or underlying systems; and acts or circumstances detrimental to sHS, its other customers, associates, business partners, suppliers, or others, whether or not such circumstances are directly under the control of End User. sHS shall promptly communicate to End User its decision to terminate End User's license to access and use the SAAS Services pursuant to this Section as well as, if it so chooses, the relevant reason(s) for such termination. End User agrees to provide any assistance reasonably requested by sHS in connection with such termination. Termination under this Section 4(d) shall be without any liability to End User whose access and use license is terminated.

5.   Intellectual Property Rights.

a.   *General*. All right, title, and interest in and to the SAAS Services, sHS's Confidential Information, including, without limitation, all modifications, enhancements, and intellectual property rights thereto, shall belong solely to sHS and/or its applicable licensors.

b.   *Ownership of End User Content*. End User exclusively owns all right, title, and interest in and to the End User Content and End User Confidential Information. In the event of termination or expiration of your contract, and if legally permissible and requested by End User within thirty (30) days of such termination or expiration, sHS agrees to: (i) return to End User the End User Content; or (ii) destroy or permanently erase the End User Content. After such 30-day period, sHS will have no other further obligation to maintain or provide access to End User Content, and shall have the right to destroy the End User Content and permanently erase the End User Content without any liability to End User.

c.   *Derived Data*. Notwithstanding anything to the contrary, sHS shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the services provided to End User and related systems and technologies (including, without limitation, information concerning End User Content and data derived therefrom), and HaPi will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the services and for other development, diagnostic and corrective purposes in connection with the services and other sHS offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

d.   *Suggestions*. sHS shall exclusively own all right, title, and interest in and to any suggestions, ideas, enhancement requests, recommendations, or other feedback provided by End User relating to the SAAS Services.

e.   *Survival*. The terms of this Section 5 shall survive termination or expiration of your contract.

6.	Confidential Information.

a.	Each party (the "**Disclosing Party**" for purposes of this Section 6) may disclose to the other party (the "**Receiving Party**" for purposes of this Section 3) certain non-public information relating to such party's business, including, without limitation, technical, marketing, financial, personnel, planning, and other information that is marked confidential, or which the Receiving Party should reasonably know to be confidential given the nature of the information and the circumstance of disclosure ("**Confidential Information**"). The Receiving Party agrees that it will not disclose Disclosing Party's Confidential Information except (i) to the employees, contractors, advisors, or agents of the Receiving Party to the extent that they need to know that Confidential Information for the purpose of performing such party's obligations under your contract, and who are bound by confidentiality terms with respect to that Confidential Information no less restrictive than those contained in this Section 6; or (ii) as required to be disclosed by law, to the extent required to comply with that legal obligation, provided that the Receiving Party will promptly notify the Disclosing Party of such obligation, unless otherwise prohibited by such law or legal obligation.

b.	With respect to the SAAS Services subscribed to by End User, the definition of Confidential Information set forth in these Terms shall include the End User Content and the SAAS Services (including all underlying software and systems of sHS used with the SAAS Services), subject to the exceptions set forth in these Terms.

c.	The terms of this Section 6 shall survive the termination or expiration of your contract.

7.	Warranties. sHS warrants during the term of your contract that the SAAS Services will be free of material defects and will function in substantial conformance to its documentation provided to End User by sHS, which provision may be through this Website, and which documentation sets out a description of the SAAS Services and the instructions for use of the SAAS Services. sHS DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE FUNCTIONS PERFORMED BY THE SAAS SERVICES WILL MEET END USER'S REQUIREMENTS, THAT THE OPERATION OF THE SAAS SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL DEFECTS IN THE SAAS SERVICES WILL BE CORRECTED. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, AND sHS DISCLAIMS ANY AND ALL OTHER WARRANTIES OR CONDITIONS, WHETHER EXPRESS, IMPLIED, ORAL, OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, REASONABLE CARE, AND/OR FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT sHS KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE). TO THE EXTENT PERMITTED BY APPLICABLE LAW, sHS FURTHER DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, AND/OR REPRESENTATIONS OF TITLE AND NON-INFRINGEMENT. THE SAAS SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY sHS OR ITS EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF sHS'S OBLIGATIONS HEREUNDER. No action for breach of the limited warranty set forth in this Section 7 may be commenced more than one (1) year following the expiration of the term of your contract.

8.	Application Upgrades. The SAAS Services include all maintenance and upgrades. Each of sHS's releases may incorporate major new features or enhancements that increase the core functionality of the SAAS Services.

9.	Access and Monitoring. sHS and its authorized subcontractors may access End User's account and End User Content as necessary to identify or resolve technical problems or respond to complaints about the SAAS Services or as may be required by law. sHS shall also have the right, but not the obligation, to monitor the SAAS Services to determine End User's compliance with these Terms. Without limiting the foregoing and with two (2) days prior notice, sHS shall have the right to remove any material submitted to the SAAS Services that sHS finds to be in violation of the provisions of these Terms.