

**Home Centered Care Institute
Confer Analytics™**

TERMS OF SERVICE

Please read these Terms of Service carefully before using the Software.

Acknowledgment

BY CLICKING THE ‘I AGREE’ BUTTON, OR BY INSTALLING, OR USING THE CONFER ANALYTICS (“CONFER ANALYTICS ” OR THE “SOFTWARE”), OR ANY OF HOME CENTERED CARE INSTITUTE’S (“HCCI”, THE “COMPANY”, “WE”, “US”, OR “OUR”) SERVICES RELATED TO OR ENABLED BY CONFER ANALYTICS, YOU (“YOU” OR “USER”) ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF SERVICE (THE “TERMS” OR “TERMS OF SERVICE”), UNDERSTAND THEM, AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. THIS WILL BE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND US AND YOUR USE OF THE SERVICES IS ENTIRELY VOLUNTARY.

IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS CONTAINED HEREIN, YOU SHOULD REJECT THEM BY NOT CLICKING ON ‘I AGREE’ AND BY NOT INSTALLING OR USING CONFER ANALYTICS.

YOUR ACCESS TO AND USE OF CONFER ANALYTICS IS SUBJECT IN ALL RESPECTS TO THE TERMS OF OUR PRIVACY POLICY AVAILABLE AT WWW.HCCINSTITUTE.ORG/PRIVACY, AS WE MAY UPDATE THAT PRIVACY POLICY FROM TIME TO TIME ON REASONABLE NOTICE TO YOU AS DESCRIBED UNDER OUR PRIVACY POLICY (“PRIVACY POLICY”).

USE OF MOST FEATURES OF CONFER ANALYTICS REQUIRES AN ONLINE CONNECTION (WI-FI, CELLULAR DATA) BETWEEN YOUR DEVICE AND THE INTERNET. YOU ARE SOLELY RESPONSIBLE FOR ALL COSTS AND EXPENSES OF SUCH CONNECTION, AS SPECIFIED IN YOUR SUBSCRIBER PLAN OR CONTRACT WITH YOUR COMMUNICATION SERVICE PROVIDER. SOME OF THE FEATURES WITHIN CONFER ANALYTICS MAY BE DEPENDENT ON YOUR WIRELESS SERVICE AND THE WIRELESS COVERAGE WITHIN THE AREA IN WHICH YOU ARE LOCATED AT THAT TIME.

USER REPRESENTS THAT USER IS OVER EIGHTEEN (18) YEARS OF AGE. HCCI DOES NOT PERMIT USE OF THE SOFTWARE BY ANY USER UNDER THE AGE OF 18.

Definitions

For the purposes of these Terms of Service:

- “Affiliate” means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or

- other securities entitled to vote for election of directors or other managing authority.
- “Account” means a unique account created for You to access our Software or parts of our Software.
 - “Content” refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by the User, regardless of the form of that content.
 - “Device” means any device that can access the Software now or in the future, including, but not limited to a computer, a cell phone, or a digital tablet.
 - “Feedback” means feedback, innovations or suggestions sent by the User to the Company regarding the attributes, performance or features of our Software.
 - “Website” refers to CONFER ANALYTICS, accessible from www.conferanalytics.com.
 - “User” means the individual accessing or using the Software, or the company, or other legal entity, on behalf of which such individual is accessing or using the Service, as applicable.
 - “User Entity” means the company or legal entity purchasing access to the Website.

1. License Grant

Subject to the terms and conditions of these Terms and conditioned upon User’s payment of fees, HCCI hereby grants User a personal, non-transferable, non-exclusive, non-sublicensable, revocable, royalty free, limited license to:

- Download, install and use the Software for User’s own internal, non-commercial purposes on a Device owned or otherwise controlled by User; and
- Access and use on such Device the Services and the Content that are made available in, or otherwise accessible through, the Software.

2. License Fee

The User Entity agrees to pay to the Company a fee of \$5,450 U.S. *per year, per license*, for use of the Website. For the avoidance of doubt, the monthly or annual fee covers use of only one (1) license for the Website. User Entity shall purchase the appropriate number of licenses needed for its use of the Website. Payment shall be made by automatic draft on the 1st of each month, pursuant to the purchase order consummated between the User Entity and the Company. License fees are non-refundable and non-transferrable. Failure to pay the license fee shall result in termination and suspension of all User Accounts associated with the User Entity, pursuant to Section 11 of these Terms.

3. License Restrictions

To the extent permitted by applicable law, User shall not:

- Sublicense, sell, distribute, rent, lease, transfer, loan or otherwise convey or commercially exploit the Software or the Content made available through the Software or any portion thereof to anyone, and under no circumstance may You use or allow the use of the Software in any manner other than as expressly set forth above.
- Modify the Software, incorporate the Software in whole or in part in any other product,

- create derivative works based on all or part of the Software;
- Use the Software in connection with a service bureau, time sharing or fee-for- service arrangement with third-parties;
- Remove or obscure any copyright notice, trademark notice, or other proprietary rights notice displayed on or in conjunction with the Services;
- Modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile, or reverse engineer, or otherwise attempt to derive any of the Software’s source code;
- Access, view any source code or object code of HCCI or Our licensors (if applicable);
- Remove, disable, circumvent or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Software. If You dispose of any media embodying Software or Content, You will ensure that You have completely erased or otherwise destroyed any Software and Content stored on such media; or
- Use the Software in breach of any applicable laws or regulations.

4. User Accounts

Your access to the Software must be via login credentials (“Login Credentials”). When creating his/her/their Login Credentials, User agrees that User may not use as a username (i) the name of another person or entity or that is not lawfully available for use; (ii) a name or trademark that is subject to any rights of another person or entity other than that User without appropriate authorization; or (iii) a name that is otherwise offensive, vulgar, or obscene. User must also provide information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of User’s Account. User represents that User has not misrepresented User’s identity or affiliation with another party or entity.

User agrees to be responsible for protecting User’s Login Credentials from unauthorized use, and User is responsible for all activity that occurs under those Login Credentials. User agrees to notify us immediately if User believes that any of User’s Login Credentials have been or may be used without User’s permission so that appropriate action can be taken. User agrees not to disclose User’s Login Credentials with a third-party, nor transfer User’s Account to a third-party.

Users must notify HCCI immediately upon becoming aware of any breach of security or unauthorized use of the User’s account. HCCI is not responsible for any loss or damage caused by, or expense incurred by User as a result of, User’s failure to safeguard User’s Login Credentials. HCCI will protect as confidential any personal data that User may provide to complete the applicable online forms to establish User’s Login Credentials with HCCI.

Users are prohibited from using the Software in any manner other than described in this Agreement or disclosing Content to any third party.

5. Service Levels.

HCCI will use commercially reasonable efforts to make Content available and to provide notice of

anticipated downtime. Unplanned outages or downtime may occur without notice. HCCI will have no liability for any damages, liabilities, losses (including any loss of data or profits), or any other consequences that any User may incur as a result.

6. Content Backups

Although regular backups of Content are performed, HCCI does not guarantee there will be no loss or corruption of data. Corrupt or invalid backup points may be caused by, without limitation, Content that is corrupted prior to being backed up or changes during the time a backup is performed. HCCI has no liability related to the integrity of Content or the failure to successfully restore Content to a usable state.

7. Intellectual Property

The Software and its original Content (excluding any Content provided by Users) and any copies including translations, compilations, partial copies, modifications and updates as well as features and functionalities are and will remain the exclusive property of HCCI and its licensors. The Software is protected by copyright, trademark, and other laws of both the United States and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of HCCI.

8. Reservation of Rights

User agrees and acknowledges that:

- The Software is licensed to User, not sold, and HCCI transfers no ownership interest in the Software, in the intellectual property in any Software or in any Software copy, to User under these Terms or otherwise;
- HCCI reserves all rights not expressly granted to User hereunder;
- HCCI reserves and shall retain all right, title and interest in and to the Software (including, but not by way of limitation, any images, algorithms, photographs, animations, video, audio, music and text incorporated in the Software);
- The Software is protected by United States Copyright Law and international treaties relating to protection of copyright; and
- The Software includes, and these Terms will cover, any updates, upgrades or bug fixes for the Software provided to User.

9. Your Feedback to Us

User assigns all rights, title and interest in any Feedback provided to the Company. If for any reason such assignment is ineffective, User agrees to grant the Company a global, non-exclusive, perpetual, irrevocable, royalty-free, worldwide right and license to (a) use, reproduce, disclose, sub-license, distribute, modify, adapt, publish, translate, create derivative works from, publicly perform, publicly display and exploit such Feedback without restriction; (b) develop, support and use Content to detect patterns in data; and (c) to use, reproduce, analyze, aggregate and otherwise process personal data in accordance with the Privacy Policy.

10. Links to Other Websites

The Software may contain links to third-party websites or services that are not owned or controlled by HCCI. HCCI has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. User further acknowledges and agrees that the Company shall not be responsible or liable, directly, or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such third-party websites or services. HCCI strongly advises that Users read the terms and conditions and privacy policies of any third-party websites or services used or visited.

11. Suspension of Services; Termination

If the User wishes to terminate their Account, simply notify HCCI in writing with a 30 days' advance notice. Additionally, User agrees to immediately notify HCCI in writing in the event any person within its organization with an assigned User Account terminates (either voluntary or involuntarily) such person's affiliation with User.

HCCI has the right to cancel User's access to the Account at any time at our discretion for any reason or for no reason. Without limiting the generality of the foregoing, User specifically acknowledge that HCCI has the right to terminate or suspend User's Account in the event that we determine, at our sole discretion, that User has violated these Terms, including participating in any activities that adversely affect other users' experiences. Additionally, HCCI has the right to immediately terminate or suspend User's Account due to non-payment, as outlined in Section 2 of these Terms. Unless we have expressly agreed to otherwise, we are not obligated to provide User with the reason for suspending or terminating User's access to the Software. User agrees not to use the Software or the Website if User has been previously removed or banned by HCCI.

If User violates these Terms, User's permission to use CONFER ANALYTICS and its Content automatically terminates. User's records containing User's personal data are available in accordance with Our Privacy Policy. Termination will not limit any of HCCI's rights or remedies at law or in equity.

HCCI may also suspend or terminate User's access if we have reason to believe that User has violated or may have violated another's intellectual property rights.

User acknowledges and agrees that the Software is under development and will continually change as HCCI may determine from time to time. HCCI reserves the right to terminate any portion of the Software or any services related to the Software at any time.

12. Limitation of Liability

USER WILL NOT HOLD HCCI LIABLE FOR ISSUES STEMMING FROM INACCURATE DATA RECEIVED FROM EXTERNAL SOURCES OR USER. IN NO EVENT WILL THE COMPANY BE LIABLE UNDER OR IN CONNECTION WITH THIS LICENSE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDE BREACH OF CONTRACT, TORT, (INCLUDING NEGLIGENCE), STRICT

LIABILITY, AND OTHERWISE. NOTWITHSTANDING ANY DAMAGES THAT MIGHT INCURRED, THE ENTIRE LIABILITY OF HCCI AND ANY OF ITS SUPPLIERS UNDER ANY PROVISION OF THIS TERMS AND YOUR EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING SHALL BE LIMITED TO THE LESSER OF (I) THE AMOUNT ACTUALLY PAID BY THE USER THROUGH THE SERVICE; OR (II) \$100 U.S. (IF USER MADE NO PURCHASES THROUGH THE SOFTWARE). TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL HCCI OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, THE COST TO COVER, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, LOSS OF PRIVACY ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SERVICE, THIRD-PARTY SOFTWARE AND/OR THIRD-PARTY HARDWARE USED WITH THE SERVICE, OR OTHERWISE IN CONNECTION WITH ANY PROVISION OF THESE TERMS), EVEN IF HCCI OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR DAMAGES WERE OTHERWISE FORESEEABLE, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING OUT OF THESE TERMS. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHICH MEANS THAT SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY. IN THESE STATES, EACH PARTY'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

13. "AS IS" and "AS AVAILABLE" Disclaimer

THE SOFTWARE IS PROVIDED TO USERS "AS IS" AND "AS AVAILABLE" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, HCCI, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SOFTWARE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, HCCI PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE SOFTWARE WILL MEET USERS' REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. WITHOUT LIMITING THE FOREGOING, NEITHER HCCI NOR ANY OF THE COMPANY'S PROVIDERS MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED: (I) AS TO THE OPERATION OR

AVAILABILITY OF THE SOFTWARE, OR THE INFORMATION, CONTENT, AND MATERIALS OR PRODUCTS INCLUDED THEREON; (II) THAT THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE; (III) AS TO THE ACCURACY, RELIABILITY, OR CURRENCY OF ANY INFORMATION OR CONTENT PROVIDED THROUGH THE SOFTWARE; OR (IV) THAT THE SOFTWARE, ITS SERVERS, THE CONTENT, OR E-MAILS SENT FROM OR ON BEHALF OF HCCI ARE FREE OF VIRUSES, SCRIPTS, TROJAN HORSES, WORMS, MALWARE, TIME BOMBS OR OTHER HARMFUL COMPONENTS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN TYPES OF WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU. BUT IN SUCH A CASE THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS SECTION SHALL BE APPLIED TO THE GREATEST EXTENT ENFORCEABLE UNDER APPLICABLE LAW.

USER ACKNOWLEDGES THAT THE ALLOCATION OF RISK IN SECTIONS 10, 11, AND 12, IS REASONABLE AND HCCI WOULD NOT PROCEED IN THE ABSENCE OF SUCH ALLOCATION, AND COMPANY ESTABLISHES ITS FEES FOR THE OFFERINGS IN RELIANCE UPON SUCH ALLOCATION.

14. Third-Party Products

HCCI may from time to time make Third-Party Products available to User. For purposes of this License Agreement, such Third-Party Products are subject to their own terms and conditions and the applicable flow-through provisions of such products. If User does not agree to abide by the applicable terms for any such Third-Party Products, then User should not install or use such Third-Party Products. HCCI DISCLAIMS ALL WARRANTIES TO ANY THIRD-PARTY PRODUCTS.

15. Governing Law

The laws of the United States of America, State of Illinois, excluding its conflicts of law rules, shall govern these Terms and Users' use of the Software. A user's use of the Software may also be subject to other local, state, national, or international laws.

The parties hereby consent to the exclusive jurisdiction and venue in the state courts in [Cook] County, Illinois or any federal court located therein. In any action or proceeding to enforce or interpret these Terms, the prevailing party will be entitled to recover the costs and expenses (including reasonable attorneys' fees) that it incurred in connection with such action or proceeding and enforcing any judgment or order obtained.

16. For European Union (EU) Users

If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident in.

17. United States Legal Compliance

User represents and warrants that (i) User is not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a “terrorist supporting” country, and (ii) User is not listed on any United States government list of prohibited or restricted parties.

18. Complete Agreement: Severability and Waiver

Complete Agreement

This Agreement supersedes all proposals, oral or written, all negotiations, conversations, discussions, agreements, and all past course of dealing between User and HCCI relating to the Software or the terms of its license to User, and may only be modified in writing signed by User and HCCI.

Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

19. Assignment

These Terms and any rights and licenses granted hereunder may not be transferred or assigned by you without HCCI’s prior written consent but may be assigned by HCCI without restriction. Any assignment attempted to be made in violation of these Terms shall be void. These Terms shall be binding upon and inure to the benefit of the parties hereto, and their permitted successors, heirs, and assigns. User may not sublicense, delegate, assign or otherwise transfer these Terms, the license granted herein, or any other of your rights or obligations under these Terms, in whole or in part.

20. Changes to These Terms of Service

HCCI reserves the right, at Our sole discretion, to modify or replace these Terms at any time and for any reason. We will post the most current version of the Terms on the Website. If a revision is material, we will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion. Your continued use of the Software after a modification to the Terms indicates your consent to be bound by the revised Terms. If You do not agree to the new terms, in whole or in part, please stop using the Website and the Software.

21. Section Headings.

The Section headings are for reference only and shall not limit or control the meaning of any provision of this Agreement.

22. Notices; Contact Us

Notices to User hereunder shall be sent to the email address provided in User's Account. Notices to HCCI shall be sent to CONFER ANALYTICS for Home Centered Care c/o Home Centered Care Institute, 1900 East Golf Road, Suite 950, Schaumburg, IL 60173. Each party may change such address upon written notice to the other party.

If you have any general questions about these Terms of Service, contact us:

- By sending us an email: conferanalytics@hccinstitute.org
- By visiting this page on our website: www.conferanalytics.com