

Advantage Anywhere™

Subscription License Agreement, Technology Services and SLA Terms & Conditions

BY ACCEPTING THIS AGREEMENT THROUGH A QUOTE, ORDER DOCUMENT OR ONLINE SIGNUP THAT INCORPORATES THIS AGREEMENT, YOU AGREE TO THE FOLLOWING AND ARE BOUND BY THE TERMS AND CONDITIONS OF THIS TECHNOLOGY SUBSCRIPTION LICENSE AGREEMENT.

This subscription agreement (“Agreement”) governs your use of Advantage Anywhere™ Technology Services and Licensed Software. By executing this agreement you are agreeing to all the terms of this agreement. If you are entering into this agreement on behalf of a company or other legal entity, you are representing that you have the authority to bind said entity and its affiliates to the terms of this agreement. Further, if you do not have such authority or **if you do not agree with the terms and conditions of this agreement you must not accept this agreement and therefore not use or discontinue use of our Technology Services.**

ADVANTAGE ANYWHERE SERVICES AND SUBSCRIPTION LICENSE AGREEMENT

This Advantage Anywhere Services and Subscription license agreement (this “agreement”) is between Genesis Global Technologies and the individual or entity that has executed this Agreement whether through physical signature, electronic signature or clicking to acknowledge acceptance of this Agreement (“You”).

1. AGREEMENT DEFINITIONS

Incorporation. All definitions below are hereby incorporated in these Terms and Conditions as if fully set herein.

- 1. “Agreement” or “SLA”** means the Technology Services Subscription License Agreement including the SLA Terms and Conditions including any exhibits.
- 2. “Advantage Anywhere™”** refers to the Technology Services and Licensed Software developed by International Business Services of America, Inc. and Genesis Global Technologies and hereafter referred to as Genesis Global Technologies, “Makers”, “Our”, “We” or “Us”. Software and services may be standardized by industry and referred to as Advantage Anywhere for Business, Advantage Anywhere for Senior Living, Advantage Anywhere for Home Health/Care, Advantage Anywhere for Developers.

3. **“Confidential Information”** refers to any non-public information of Ours, including, but not limited to software source code, technical specification, engineering data, computer software programs, technical know-how, algorithms, plans and ideas relating to, incorporated in or forming part of the Services including the terms of this Agreement.
4. **“Intellectual Property”** refers to all intellectual property rights, including but not limited to patents, patent applications, copyrights, copyright applications, moral rights, trade dress and trade secrets, trademarks, trademark applications, proprietary information, confidential information, development tools, know-how, scripts, API’s, and websites.
5. **“Advantage Anywhere Technology Services and Licensed Software”** means any technology services, data migration, software, programming, custom features, API, Bridge or third party programmed interface, including all code, scripts, URLs, incorporated open source coding, custom designed/integrated features, updates, fixes, additional features, or additional services, add-on’s, SaaS platforms or modules provided by Us.
6. **“User”** means each definitive user provided access to log on to Advantage Anywhere services.
7. **“Company or legal entity” and “affiliates”** means a business entity owned by, owning, or joint-ownership, whether domestic or foreign where a Party to the SLA, TS, SLA TC and has majority ownership of equity or other entity controlled and having effective control of the person, sole-proprietor, firm, entity, partnership or corporation or client.
8. **“Terminable”** means able to be terminated, coming to an end after a specific period, event, non-compliance, an uncured breach or failing to abide by the terms of the is agreement.

2. TERMS AND CONDITIONS

The following is the end user license agreement and is a legal binding document for the Company or legal entity, affiliates and all users. By accepting this document you agree to all the terms and conditions set forth within.

1. **License Provision of Technology Subscription Services** Upon acceptance of this Agreement, Genesis Global Technologies will provide or make available access to each definitive user with a user name and temporary password to access the Advantage Anywhere platform for the intended purpose of business operations. Each user has the ability to update their password and access credentials at any time. Access shall be held in strict confidence by users. The receiving party shall use the same degree of care used to protect the confidentiality of its own Company Confidential Information. The access credentials and ability to utilize the technology services is a license that is non-exclusive and terminable. Each technology subscription license authorizes your access to use the specified technology services. Each user requires a separate and unique technology subscription license and license fee. You agree that your purchase(s) hereunder are

neither contingent on the delivery of any functionality or features nor dependent on any oral or written public comments made by us regarding future functionality or features.

2. Usage. Technology Subscription Services and intellectual property are to be used as intended.

The user, entity or a third-party entity (You) **shall not**:

- a) Share access, or share password credentials to access Advantage Anywhere with anyone other than a system administrator or IT Administrator;
- b) Use this subscription service in any manner which may be perceived as unlawful or violate any local, state or federal restrictions;
- c) Change, modify, enhance, subdue or decrease functionality in whole or part;
- d) Sub-license, distribute or re-label Advantage Anywhere without proper written authorization;
- e) Provide access to a third-party, support a third-parties' operations through access or use of Advantage Anywhere, rent, lease or assign access;
- f) Reverse engineer, decompile, re-construction, mimic or share any portion or feature therein;
- g) Use the technology subscription service to transmit, store or otherwise, any unlawful materials, unlawful transactions, unlawful content, or to void any privacy or information rights;
- h) Attempt to gain access to the subscription services of other subscription users or other entities subscriptions services or non-paid areas of Our systems;
- i) Use the subscription service in an illegal manner, for the purpose of performing illegal actions or activities, to violate anti-SPAM laws, to falsely represent or impersonate an entity, organization or service provider, or willfully defraud the public, entity, or decision making body.

The user, entity or a third-party entity (You) **shall**:

- j) Maintain the confidentiality of your username, database ID and password(s);
- k) Promptly notify Us by email at the support email address provided to you of any unauthorized use of your passwords or login ID's;
- l) Notify Us immediately of any known breach or unauthorized access.

3. License. Upon acceptance of this agreement, by signing or clicking "I Accept", We shall make the purchased subscription license services available to You (or your employer) pursuant to this agreement.

4. General. Under no circumstances may any Subscription User sublicense, assign, or transfer the license, or disclose any trade secrets embodied in the Software. Any attempt to sublicense, assign or transfer any rights, duties or obligations hereunder shall automatically terminate this

subscription with the remainder of the initial contract period due immediately. Genesis Global Technologies reserves the right to audit services provided. Without prejudice to any other rights, Genesis Global Technologies may cancel service if you do not abide by these terms and conditions, in which case you will forfeit all access to this service.

5. **Purchased User Subscriptions.** Unless otherwise specified in writing, services are purchased under subscriptions licenses limited to the number of specified and paid users. Additional user subscriptions may be added during the applicable subscription term at the same pricing as for the pre-existing subscriptions thereunder. Any added user subscriptions will terminate on the same day as the pre-existing subscriptions and be subject to the same terms and conditions as the original user subscriptions. User subscriptions are for the designated user(s) only and should not be shared or used by more than one user. In the event of a subscription user no longer requiring the use of this service it may be assigned to new users with written notification. Any written user change notices will apply to the next billing cycle and will not be credited, provided future credit or adjusted in arrears. User licenses are subject to the same terms and conditions whether generated/created by Genesis Global Technologies, Genesis Global Technologies Help Desk or Support staff, or by Paid Administrative Level Access Licensed Users (You).
6. **Additional Services.** Additional services may be provided, per Company for use by users or management to facilitate additional features, data manipulation, personalized training, on-site training, support, data export, data log exports, custom API functions, bridges, connections or other technology services. These services will be provided at Genesis Global Technologies discretion and requires written documentation, scope of work and/or written acknowledgement of services prior to the commencement of work. At no time is Genesis Global Technologies obligated to perform additional services. Additional services will be billed separately and in addition to Technology Subscription License Fees. Any internal documentation, scripts, software, templates, programming, interfaces and other tangible or intangible technical materials used in the creation of additional services shall remain under the ownership of Genesis Global Technologies.
7. **Business Associate Agreement.** At Your discretion, you may request a signed Business Associate Agreement between Genesis Global Technologies and Your Company.
8. **Fees.** You shall pay all subscription fees in accordance with the Quote, Order Document or Online Signup and comply with the obligations defined herein. In addition, 100% of any fees for setup, training, on-site training, data manipulation, data scrubbing shall be due upon signing this agreement. All monthly service fees and Technology Subscription fees are based on services purchased and not the actual usage. Payment obligations are non-cancelable and non-refundable. Payment is due on the 1st in advance of use of services for that month. Payment will be made automatically paid by Client's credit card on file with Genesis Global Technologies, or by an automated deduction from Client's Checking account through ACH (Automated Clearing House) payment on the 1st of every month. A statement will be emailed to the email on file for that client on or about the 15th of the month prior to the due/payment date. Company (You)

have 25 days upon receipt to contest or dispute any monthly statement. Any undisputed amounts not paid will be considered unpaid fees. User subscription fees are based on monthly periods that begin on the subscription start date and each monthly anniversary thereafter. If user subscriptions are added at any point during the course of a month, the full monthly subscription fee still applies and will be charged monthly for each of the periods remaining in the subscription term.

9. **Subscription Payments.** We will bill monthly during the term of the subscription agreement, due on the 1st of the month. Payments can be made monthly through a valid credit card or via ACH. If you provide a credit card to us you agree to allow us to charge such credit card for all user subscription(s) in accordance with this agreement. Such charges will be at the monthly anniversary of the sign up date and charged monthly for the yearly term of this agreement. You are responsible for providing accurate billing, contact, mailing, and, if relevant, charge card, and banking details, to us and to notify us in the event of any changes. ACH payments will be considered authorization to debit directly from the company's checking or savings account for the purpose of bill payment.
10. **Unpaid Fees.** If payment is not received by the due date, the credit card charges are declined, or the ACH payment is returned, then at our discretion we will terminate access to your subscription/database and contacts. In any case, access to Advantage Anywhere will terminate on the 10th of month without remedy. Reinstatement of access can occur within a period of 45 days of the delinquency so long as all the outstanding subscription fees are paid and any related delinquency fees, remedies or charges are paid in full and a valid credit card is on file for future monthly subscriptions. Exceeding the first 45 day period of delinquency terminates the agreement and Genesis Global Technologies is no longer obligated to retain the database, Company's data, the subscriber's contacts, method of access, user details or related information and the data will be destroyed or deleted permanently. If You fail to pay any amounts owing to Us by the applicable due date, We will have the right to access late charges for each month until such amount is paid in full in an amount equal to one percent (1%) of the overdue amounts or the maximum amount permissible under the law and suspend any or all Technology Services, without relieving You of Your obligations with respect to amounts due to Us.
11. **Suspension of Subscription Services.** In the event any fees are not paid within 10 days from the due date, we may at our discretion suspend your service until the obligation is paid in full, including any unpaid fees. We may without limiting our rights and remedies restrict access to your subscription. We will however provide email notice to the designated contact provided to us that your account is past due before suspending technology subscription services.
12. **HIPAA Compliance.** A HIPAA compliant version is available upon request. Genesis Global Technologies makes this option available to all databases (at the time of setup). These features apply to all users accessing that specific database/company. Client is responsible to determine if the HIPAA version is required for their company/industry/technology usage. Applicable fees may apply.

13. **Payment Disputes.** Any disputed amounts or disputes in payment(s) shall be requested in writing and will not result in the disruption of service so long as We are provided cooperation and diligence in resolving the matter. This agreement shall be governed by and construed in accordance with the laws of the State of Florida, United States of America. You agree to submit to the exclusive jurisdiction of the courts in the County of Lee, State of Florida for the resolution of any dispute or claim arising out of or relating to this agreement. If any provision of this Agreement is unlawful, void or unenforceable, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions.
14. **Taxes.** Unless otherwise stated we do not include taxes of any kind nor assessments of any type. You are responsible for paying, recognizing, reporting or otherwise, any taxes or other assessments of the services provided hereunder. Should it be deemed necessary for us to collect taxes for which you are responsible, we will appropriately bill these to you. In the event you or your entity are tax exempt you may provide us with a valid tax exempt certificate.
15. **Company Assistance.** Company (You) will assist Genesis Global Technologies in providing services including; providing resources, data, documentation available for the purposes of setup, integration, and reasonable support. Including but not limited to requests for information, requests for data, requests for any and all information deemed necessary to facilitate performing services shall be made available on a timely basis. Company (You) are solely responsible for acquiring, maintaining, and updating all necessary equipment including hardware, computers and software required to access or utilize Advantage Anywhere™.
16. **Genesis Global Technologies Responsibilities.** We will provide login and password rights to the subscription service described herein. We will provide availability to access the subscription services 24 hours a day, 7 days a week with the exception of 1.) planned downtime and maintenance, notice of any planned downtime and maintenance will be disseminated 5 days in advance 2.) acts of God, acts of government, acts of terror, civil unrest, strikes, fires or earthquakes, 3.) internet service provider failures, or internet related deficiency. Further, we agree to provide technical assistance during normal business hours, Eastern Standard Time, not including national recognized holidays or other unforeseen occurrences or acts of God, and subject to availability of staff by Genesis Global Technologies. It is our intention to address any questions, software bugs, or usability issues in a timely and efficient manner. We do not provide internet service, hardware or local configurations that are outside the scope of this agreement. The inability to access internet browsing services, limitation or outages by Your internet service provider or regional internet service outages do not constitute outages of Advantage Anywhere.
17. **Your Data.** You hereby grant Us the rights to host, copy, transmit, and display Your data as necessary for Us to provide the Services according to the terms of this Agreement. We agree to maintain your data on centrally housed servers in a secure environment with the appropriate physical, administrative, technical and confidential safeguards in place. We agree to not modify or disclose any of your data to other parties. It is your right to request an additional backup, insurance or redundancy measures in regards to your data. Such requests will be handled by

Genesis Global Technologies at additional cost to you. We acquire no right or title to your data under this agreement. Upon written request 30 days in advance and with no outstanding payments due to us, we agree to make available for download a file of your data in comma separated value (.csv) format. That file will be available for a period of 30-days and at the end of that 30 day period we shall have no obligation to maintain, backup or to provide any data thereafter. And unless legally prohibited we will delete your data from our systems.

18. **Aggregate Data.** We may gather, collect, utilize information related to Our clients, usage patterns, usage data, help desk usage, utilize or contributed data provided by You in connection with this Agreement. Any such use shall only be made in an aggregate and anonymous format only. On termination of this Agreement, We shall be entitled to retain and use the Usage Data.
19. **Your Responsibilities.** You agree to use all appropriate measures to prevent unauthorized access to subscription services and Your data. You shall not make the subscription services available to anyone other than the subscription users. Adequate care will be taken with regard to passwords and login credentials. This product shall not be used to generate spam or violate any anti-spam laws. Any emails sent shall be deemed sent from the subscribing party and not from Genesis Global Technologies or any of its subsidiaries. You agree to follow all appropriate operating instructions and procedures that We may provide through training or online resources. In the event you lose information through a network, hardware, software platform (other than Advantage Anywhere) or user error, including but not limited to deletion of data, you are responsible for any charges to reinstate, recover or retrieve that data. We cannot guarantee recovery or restoration of data.
20. **Confidentiality and Restrictions on Use.** You acknowledge that We own all right, title and interest in and to the Services and any software or hardware used to provide the Services, in whole or in part, including the title of the Software, all maintenance modifications, copies and enhancements to the software remain the sole property of Genesis Global Technologies.
21. **Term of Agreement.** This agreement commences on the date you accept and sign up for services. This agreement is in place for the "Initial Term" with duration of one (1) year. Then subsequent to the initial term of one year this agreement automatically renews annually. Automatic renewal occurs annually on the anniversary month. Genesis Global Technologies shall have the right to change the subscription rate of any product or service upon giving 30 day's prior written notice to you (your entity). Any increase in subscription fees shall not exceed 10% of the pricing for the current subscription fee, unless the current term subscription fees are promotional, pilot or trial in nature. Under these circumstances the renewal subscription fees are subject to the standard monthly subscription service, non-promotional charges. Non-renewal or cancellation requests must be received in writing or electronically in advance of the renewal date for non-renewal status. Cancellations require 90 days advance written notice. All cancellations will commence on the 1st following the anniversary month. Any outstanding fees must be paid prior to the termination of this agreement.
22. **Trial Access.** Your use of trial services or pilot during a trail period is at your sole risk. The trial services are for a limited trial basis for a defined term. You acknowledge that the trial version of

Our Technology Services may contain limited functionality and will cease all operation after a period of 30 days or such period as defined mutually in writing. Trial versions fall under the same terms and conditions as normal subscriptions. Trial versions roll to paid normal subscriptions after 30 days or as defined mutually in writing and unless You provide written documentation of Your intention to terminate, You will be charged according to the Quote, Order Document on Online Signup and will be considered a Paid Technology License Subscription Service.

23. **Termination for Cause.** A party may terminate this agreement for cause upon written notice (to cure) to the other party of a material breach for reasons other than non-payment (Item 9). The breaching Party will have thirty (30) days to cure such breach. If such breach remains uncured at the expiration of the thirty (30) day period and the breaching party makes prompt and on-going, reasonable efforts to correct such breach, the Parties will extend the termination date and will reasonably extend the period to cure. If the breach is not cured to the non-breaching Party's satisfaction, and no reasonable effort to cure has been performed, the termination date will be thirty-one (31) days after receipt of the Notice to Cure. Once terminated, Company (You) will cease to access, use and/or permit to use the Services in any manner whatsoever. Upon written notice to the other Party, the Party can terminate this agreement (Termination for breach of insolvency) if the other party becomes subject to a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or assignment for the benefit of creditors. Under termination for cause, all subscriptions paid after the effective date of termination shall be refunded.
24. **Training Materials, Questions and Suggestions.** Any submitted or asked questions, suggestions and live taped training events may be posted online and made available to other subscription users. In this event we will attempt to only use first names and provide no entity identifying information. Genesis Global Technologies makes available reasonable resources for online training. Depending on the specific quote, order document or online signup, Help Desk services may be considered additional services (Item 6).
25. **Indemnification.** We shall indemnify You against all third-party claims made against You alleging that any authorize use of the unmodified Services or Documentation constitutes an infringement of copyright, patent, trademark or trade secret rights. You shall, at Your expense, defend and indemnify Us in any suit, claim or proceeding brought against Us arising out of or resulting from: (a) the use of the Services by You for purposes for which it was not authorized hereunder; (b) all data or information entered into the Services by You and Users; (c) Your use of the product and results of the Services; and (d) the installation and integration and the use of the Services in combination with software or other equipment or products not supplied by Us.
26. **Direct Damages.** In no event shall either Party be liable for direct damages resulting from, arising out of, or in connection with a Party's performance or failure to perform under this Agreement.
27. **Waiver.** No failure or delay by either party in exercising any right under this agreement shall constitute a waiver of that right.

28. **Force Majeure.** With the exception of non-payment and negligence, neither Party will be liable to the other Party or deemed in breach of this Agreement to the extent performance is rendered impossible or delayed beyond the control of the non-performing Party. Events deemed beyond the control of the non-performing Party included but are not limited to; an act of God, Terrorism, acts of war, strike, fire, flood, storm, vandalism, cable cut or piercing, power failure, explosions, governmental acts, orders or restrictions. Failure of suppliers or any other reason where failure to perform is beyond the control of the non-performing party.

Revisions. We reserve the right to make available, modify, add features and modules, remove features and modules, reconstruct and redesign features and options at any time and without prior notice or liability to you. We reserve the right to modify and change this agreement providing electronic notification to You and/or the Company authorized contact. The most current version of the Technology Services Licensing Agreement (this Agreement) is available online on our Website(s) and should be periodically reviewed. We will attempt to provide notification of updates or changes when they occur. Should you **not agree with the terms and conditions of this agreement you must not accept this agreement and therefore not use or discontinue use of our Technology Services.**

This is a binding agreement based on acceptance by clicking “I accept” or by logging in and use of the platform or services. By acceptance, I agree that this agreement constitutes the entire technology subscription service agreement between the parties and supersedes all prior and contemporaneous agreements, proposals and representations whether written or oral. Other documentation not explicitly incorporated in this Agreement shall be not constitute the Agreement and are considered null and void for the purposes of this Agreement.