

SERVICE AGREEMENT

This agreement ("Agreement") between Health Care Solutions, Inc. ("HCS") and you or the entity you represent ("you" or "your") takes effect on the date when you click an "Accept Service Agreement" checkbox (or other electronic means made available by HCS for such purpose). You represent to HCS that you are lawfully able to enter into contracts (e.g., you are not a minor). If you are entering into this Agreement for an entity, such as the company you work for, you represent to HCS that you have the legal authority to bind that entity, in which case the terms "Care Facility" shall refer to such entity and its affiliates.

HCS is in the software as a service business and wants to engage the Care Facility to use its software platform AIDA.

The parties therefore agree as follows:

SERVICES.

HCS's software platform AIDA is used by medical facilities/individuals to locate and communicate with care facilities that are appropriate for a client's specific care needs. The Care Facility agrees to use AIDA to engage with medical facilities/individuals for said purposes. The Care Facility agrees to allow HCS to publish, re-publish, reproduce and display the Care Facility's name, address, phone numbers, photos, contact information, pricing, levels of care provided and any other public information regarding the Care Facility's services for purposes of bringing clients to the Care Facility for their specific care needs.

The parties understand that all final decisions on choosing a care facility are made by the clients, their representatives or their medical care providers and not by HCS, HCS staff or HCS software solutions.

PAYMENT TERMS AND SCHEDULE.

HCS is offering the Care Facility the use of AIDA software to engage with medical facilities/individuals for the purposes stated above for a fee of \$0.00 per month.

PAYMENT SCHEDULE.

Invoices are billed for each month the Care Facility uses the AIDA software.

DUE DATE.

Invoices are due on the date indicated on the invoice. All overdue payments from the Care Facility are subject to a penalty per month 15 days after the due date until the amount is fully paid. Such penalty shall be 2% per month, or the maximum legal rate of interest under state law, whichever is lesser.

FEES AND TAXES.

HCS reserves the right to adjust the fees set forth herein by providing the Care Facility with written notice of an adjustment at least thirty (30) days prior to its effective date ("Notice Period"). All fees payable to HCS under this Agreement are net of all sales, use or other taxes or duties. The Care Facility will not deduct from payments due to the HCS hereunder any amounts paid or payable to third parties for taxes or duties.

TERM AND TERMINATION.

This Agreement will continue from month to month until either party provides a written termination notice with a 30 days' notice. This Agreement can be terminated by HCS at any time and without prior notice, if the Care Facility is convicted of any crime or offense and/or fails to maintain all state/federal legal compliance. After the termination of this Agreement for any reason, the Care Facility shall promptly pay HCS for Services rendered before the effective date of the termination.

TERMS OF USE AND PRIVACY AGREEMENTS.

For Terms of Use Agreement please refer to <https://aidaforparents.com/terms-of-use/carefacility/v1>

For Privacy Agreement please refer to <https://aidaforparents.com/privacy-policy/carefacility/v1>

RESPONSIBILITIES & RESTRICTIONS.

In exchange for HCS providing Care Facility access to and use of the Software Solution, Care Facility will not (and will not allow any third party to), directly or indirectly: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code, data, or underlying structure, ideas or algorithms of the Software Solution; (b) modify, translate, or create derivative works based on the Software Solution; (c) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Software Solution; (d) use the Software Solution for timesharing or otherwise for the benefit of a third party; or (e) remove any proprietary notices in the Software Solution.

Care Facility shall be responsible for maintaining the security of its Account and all passwords, and for all uses of its Account with or without Care Facility's knowledge or consent. Notwithstanding the foregoing, HCS shall be permitted to list Care Facility's name and logo in its list of Care Facilities on its websites and in its marketing materials, provided HCS shall promptly remove Care Facility's name from its website upon request.

CONFIDENTIALITY; NON-SOLICITATION.

At all times during their performance under this Agreement the parties shall hold in strictest confidence, and not use, except for the benefit of the other hereunder, or disclose to any person, firm, or corporation without the prior written authorization of the other, any of the other's confidential information or trade secrets. The parties shall each comply with all applicable state and federal laws respecting the confidentiality of data and other confidential or personal information concerning the medical or personal affairs of the parties to this Agreement. Each Party (the "Receiving Party") understands that the other Party (the "Disclosing Party") has disclosed or may disclose information relating to the Disclosing Party's business ("Proprietary Information"). Notwithstanding the foregoing, nothing (except the Software Solution and underlying software, algorithms, data, and information embodied therein) will be considered Proprietary Information of the Disclosing Party unless it is or was disclosed in tangible or written form and is conspicuously marked "Confidential," "Proprietary"

(or the like) at the time of disclosure, it is identified as confidential or proprietary at the time of disclosure and is delivered in the appropriately marked form within 30 days of disclosure, or by its nature is reasonably understood by the parties to be Proprietary Information.

The Receiving Party agrees: (a) to take reasonable precautions to protect such Proprietary Information, and (b) not to use (except as expressly permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof (except the Software Solution and underlying software, algorithms, data, and information embodied therein which shall remain Proprietary Information indefinitely) or any information that the Receiving Party can document: (i) is or becomes generally available to the public without breach of this Section 3; (ii) was in its possession or known by it without restriction on disclosure prior to receipt from the Disclosing Party; (iii) was rightfully disclosed to it without restriction by a third party; or (iv) was independently developed without use of any Proprietary Information of the Disclosing Party. The Receiving Party may disclose certain Proprietary Information that is required by law to be disclosed by Receiving Party, provided that Receiving Party: (A) gives Disclosing Party prompt written notice of such requirement prior to such disclosure; (B) cooperates with Disclosing Party in obtaining an order protecting the information from public disclosure; and (C) limits the disclosure to the specific Proprietary Information and to the extent reasonably required by law to be disclosed.

Additionally, HCS and Care Facility shall execute a Business Associate Agreement.

Feedback. Any suggestions, comments or other feedback provided by a Party to the other in connection with this Agreement, including with respect to the Services (collectively, "Feedback") is and will be treated as the recipient's Proprietary Information. HCS may use Feedback for any purpose without obligation of any kind. To the extent a license is required under any Care Facility intellectual property rights to make use of the Feedback, Care Facility grants HCS an irrevocable, non-exclusive,

perpetual, royalty-free license to use the Feedback in connection with HCS's business, including the enhancement of the Products, provided any use of Feedback by HCS is at HCS's sole risk. HCS acknowledges and agrees any Feedback is provided by Care Facility "as is" without warranty of any kind and Care Facility shall have no liability whatsoever with respect to the Feedback, including HCS's receipt and/or use of the Feedback.

Non-Solicitation:

Non-exclusive. Nothing herein is intended nor shall be construed as creating any exclusive arrangement between the parties. This Agreement shall not restrict either party from acquiring or providing similar, equal or like goods or services from/to other entities or sources.

Non-Solicitation. During the term (and any extensions thereof) and for one year after termination of the Agreement, neither party will directly or indirectly solicit for employment directly or through other parties, without the other party's written permission, the other party's employees who have (within the past 12 months) been involved in performance of the Agreement or the Work; provided, however, only active, targeted solicitation is prohibited. Hiring individuals who respond to general public recruiting advertisements and events, including notices on a party's website, or who are presented unsolicited by third party recruiters shall not violate this provision.

IP OWNERSHIP, DATA & PII.

Intellectual Property. As between HCS and Care Facility, HCS owns all right, title and interest in and to the Software Solution and any and all related Intellectual Property Rights. As used herein, "Intellectual Property Rights" means any and all patents, code, copyrights, moral rights, trademarks, trade secrets and any other form of intellectual property rights recognized in any jurisdiction in the world, including any applications and registrations for any of the foregoing. Each party reserves all rights not expressly granted in this Agreement, and no licenses are granted by a party to the other party under this Agreement, whether by implication, estoppel or otherwise, except as set forth in this Agreement.

Data.

Under no circumstances shall HCS be deemed in any respect to be the owner of any PHI used or disclosed by or to HCS pursuant to the terms of this agreement. HCS has the right to utilize de-identified data for the purposes of improving its products and services.

INDEMNIFICATION.

Care Facility agrees to indemnify and hold HCS harmless from and against damages, liability or expenses resulting from, directly or indirectly, a placed client to the Care Facility, to include damages, liability or expenses to the Care Facility, its employees or visitors or independent contractors engaged, contracted or paid by the Care Facility.

EFFECTIVENESS.

This agreement ("Agreement") between Health Care Solutions, Inc. ("HCS") and you or the entity you represent ("you" or "your") takes effect on the date when you click an "Accept Service Agreement" checkbox (or other electronic means made available by HCS for such purpose).

GOVERNING LAW AND VENUE.

This Agreement shall be governed and construed by the laws of the State of Washington and venue shall be situated in King County, Washington.

ENTIRE AGREEMENT.

This Agreement together with Business Associate Agreement of the parties constitutes the entire agreement of the parties and supersedes all prior agreements and understandings, written and oral.