

END USER LICENSE AGREEMENT

VERSION 1.0, 10 May 2016

This Smartphone Application End User License Agreement ("Agreement") applies to the GoLivePhone and GoLiveAssist smartphone Application(s), including the Web Application(s) (the "Application(s)"), and related content, including text, graphics, images, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through Application(s) to you (the "Licensed Content") created by Gociety Solutions ("Owner") and provided to you via its licensed Reseller(s) ("Reseller").

YOU SHOULD CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE USING THE APPLICATION(S). BY CLICKING THE ACCEPTANCE BUTTON, AND INSTALLING THE APPLICATION(S), YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE BUTTON THAT INDICATES YOU DO NOT ACCEPT THE TERMS, AND DO NOT INSTALL THE APPLICATION(S).

This Agreement sets forth the terms and conditions ("Terms") of your use of the Application(s) and Licensed Content. For the purposes of this Agreement, "you" means you, the End User, and "Licensor" means the entity from whom you purchased the software—either the Owner and its subsidiaries and affiliates or an authorized Reseller(s).

These Terms will change over time. If we make minor changes to the Terms without materially changing your rights, we will post the modified Terms on www.gocietysolutions.com. We will notify you if we make a modification that materially changes your rights. If you continue to use the Application(s) and Licensed Content after this notification, you are telling us that you accept the modified Terms.

Any information that Licensor collects through your use of the Application(s) is subject to the **Gociety Solutions Privacy Policy**, which is part of these Terms.

By continuing to use the Application(s), you agree as follows:

- You have paid for this software license, where applicable;
- You understand and intend that this Agreement is a legally binding agreement and the equivalent of a signed, written contract;
- You will use the Application(s) and Licensed Content in a manner consistent with applicable laws and regulations and in accordance with the Terms as they may be amended by Licensor from time to time; and
- You understand, accept, and have received this Agreement and its Terms, and acknowledge and demonstrate that you can access this Agreement.

If you do not agree with and accept the Terms in this Agreement, please discontinue all further use of the Application(s) and Licensed Content. Do not continue the installation process and immediately delete all installed files, if any, of the accompanying Application(s) and Licensed Content from your mobile phone. If you have bought a mobile phone with the Application(s) and Licensed Content or

part thereof preinstalled by or on behalf of Owner, immediately return or destroy the product and the accompanying Application(s) and Licensed Content.

I. Definitions

- Section 1.1 Application.** Software available under this Agreement for download to an End User's mobile device or computer, including, but not limited to, the GoLivePhone and GoLiveAssist products.
- Section 1.2 End User.** You; the person for whom the Applications(s) and Web Site are designed and user of Owner products and services.
- Section 1.3 Owner.** The owner of the Applications' copyright and trademark (Gociety Solutions).
- Section 1.4 Reseller.** The entity that is authorized by the Owner to sell the Application(s) on its behalf.
- Section 1.5 Licensed Content.** All marks, data, documentation, and other content available through and on the Applications and Web Site.
- Section 1.6 Licensor.** The entity from whom you purchased the software—either the Owner and its subsidiaries and affiliates or an authorized Reseller(s).
- Section 1.7 User Content.** Information submitted by an End User to Owner via the Application(s) or Web Site.

II. Grant of License to End User

Section 2.1 Licensor hereby grants to you a single, non-exclusive, non-transferable, limited personal license to access and use the Application(s) and Licensed Content only for the purposes described herein. This license is conditioned on your continued compliance with the Terms in this Agreement. Except for any content you generate, the Application(s) and Licensed Content and the Application(s)'s underlying technology are protected by copyright, trademark, patent, intellectual property, and other laws of the United States and foreign countries. The Application(s) and Licensed Content are protected by international copyright laws and conventions as well as other intellectual property laws and treaties.

Section 2.2 The GoLivePhone Application is intended for your personal, non-commercial use. The GoLiveAssist Application is intended for informal caregivers' personal, noncommercial use OR for the internal business purposes of a care provider. This license is provided solely for the above purposes, according to the type of user, as permitted in these Terms.

Section 2.3 You may not rent, lease, lend, sell, transfer, redistribute, or sublicense the Application(s) and Licensed Content, except that you may, after prior written notification to Licensor, transfer the Application(s) and Licensed Content as a whole to a third party so long as you do not retain any copies of the Application(s) and Licensed Content or parts thereof and such third party accepts the Terms of this Agreement.

Section 2.4 You may not copy, decompile, reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Application(s), any updates, or any part thereof (except as and only to the extent that any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open-sourced components included with the Application(s)), without Owner's express written consent. You must make best efforts to prevent any officers, employees, agents or independent contractors from doing the same.

Section 2.5 You may not remove, change or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Application(s) and Licensed Content. If you make an authorized copy of the Application(s) or Licensed Content, you agree to produce any and all copyright, trademark, service mark or other proprietary rights notices on those copies.

Section 2.6 No license is granted to you in the human readable code of the Application(s) (source code). Except as provided below, this Agreement does not grant you any rights to patents, copyrights, trade secrets, trademarks, or any other rights in the Application(s) and Licensed Content.

Section 2.7 You agree that you have no right, power or authority to make any modifications to or unauthorized copies of the Application(s).

Section 2.8 You may not use, display, mirror or frame the Application(s), any of its parts, its name, trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Owner's express written consent.

Section 2.9 You may not access or tamper with non-public areas of the Application(s) or its systems, test the vulnerability of the Application(s)'s systems, breach any security or authentication measures, circumvent any technological measure implemented by Owner or any other third party (including another user) to protect the Application(s), or access the Application(s) through the use of any mechanism other than through the use of Owner software.

Section 2.10 No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Owner, except for the licenses and rights expressly granted in these Terms.

III. Grant of License to Licensor

Section 3.1 Any communications or material of any kind that you email, post, or otherwise transmit to Licensor using the Application(s), including data, questions, comments, or suggestions (your "Communications") will become the property of Owner.

Section 3.2 You hereby grant a license to Licensor to use any ideas, concepts, know-how, or techniques contained in your Communications for any purpose including, but not limited to, developing and marketing products using such information.

With regard to any non-personally-identifiable content you make available under the use of Owner's Application(s) ("User Content"), you give Licensor and its licensors and providers a worldwide, royalty-free and non-exclusive license to use, distribute, reproduce, change, modify, and display publicly such User Content as is reasonably required to provide you with Application(s), make improvements, and, unless you object, market the Application(s).

IV. The Application Account

Section 4.1 Full use of the Application(s) requires that you create an account by providing us with a valid email address and strong password. You are responsible for all activity that occurs in association with your account.

Section 4.2 We may need to contact you via e-mail about the use of the Application(s) for support purposes. These communications are part of the Application(s) and you may not opt-out from receiving them. You can manage and opt-out from receiving other communications and keep your email address up-to-date from your account settings.

V. Electronic Signature

Section 5.1 You agree to be bound by any affirmation, assent, or agreement you transmit to Licensor using the Application(s), including but not limited to any consent you give to receive communications from Licensor solely through electronic transmission.

VI. Payment

Section 6.1 You authorize Licensor to rely on your electronic signature to identify you when you use the Application(s), and as signature authorization for any payment made. You acknowledge and agree that you are responsible for all payments you make using the Application(s) and for paying any and all late charges or penalties. You also acknowledge and agree that if you permit another person or persons to use the Application(s) or give them your account credentials, you are responsible for any payment that person makes to your account, even if the person exceeds your authorization. You agree that Licensor may comply with the payment instructions entered by any person using your account credentials.

VII. Carrier Charges

Section 7.1 Licensor does not charge for the Application(s) beyond the subscription rate, but your carrier's data rates may apply to your use of the Application(s).

VIII. Use of Application(s)

Section 8.1 The following requirements apply to your use of the Application(s):

- (a) You will not use any electronic communication feature of the Application(s) for any purpose that is unlawful, tortious, abusive, intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening, or hateful.
- (b) You will not use the Application(s) to upload, post, reproduce, or distribute any information, software, or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights.
- (c) You will not use the Application(s) for any external business purpose not expressly approved by Licensor in writing. You will not use the Application(s) to upload, post, email, or otherwise transmit any advertising or promotional materials, including

without limitation, “junk mail,” “surveys,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation or unauthorized communication.

(d) You will not upload, post, email, or otherwise transmit any material that contains viruses or any other computer code, files, or programs which might interrupt, limit, or interfere with the functionality of any computer software or hardware or telecommunications equipment.

(e) You will not use the Application(s) when you are driving a motor vehicle, even if doing so is legally permitted in your location.

IX. Data Transmission and Storage Security

Section 9.1 We have implemented proportionate technical and organizational measures to protect your information. However we cannot guarantee that electronic communications between you and Reseller are always encrypted.

Section 9.2 Subject to the terms of the **Gociety Solutions Privacy Policy**, Licensor and its affiliates and agents are permitted, but not obligated, to review or retain your Communications, subject to your rights in relation to correction and deletion of personal data. Licensor may monitor your Communications to evaluate the quality of service you receive, your compliance with the Agreement and the security of the Application(s). You agree that such monitoring activities, if in compliance with applicable healthcare data privacy and security laws and your rights resulting from these laws, will not entitle you to any cause of action or other right with respect to the manner in which Licensor or its affiliates or agents monitor your Communications and enforces or fails to enforce the Terms of the Agreement.

Section 9.3 We may consult with and disclose unlawful conduct to law enforcement authorities; and pursuant to valid legal process, we may cooperate with law enforcement authorities to prosecute users who violate the law.

Section 9.4 We reserve the right (but are not required) to permanently or temporarily remove or disable access to the Application(s) at any time and without notice, and at our sole discretion, if we determine that User Content or the use of the Application(s) is objectionable or in violation of these Terms. We have the right to investigate violations of these Terms and any conduct that affects the Application(s). You must provide to Licensor access to the Software, Hardware and your equipment and employees, and must otherwise cooperate with Licensor as reasonably necessary for Licensor to verify compliance with and enforce this Agreement and for Licensor to perform any warranty obligations it may have.

X. Support

Section 10.1 Licensor shall provide technical or other support for the Application(s). Support for the Application(s) or parts thereof may be provided by the service providers and licensors of Licensor, according to the warranty and support conditions of such service providers and licensors. In any event, support for the Application(s) shall be provided for free to you during your initial and extension subscription periods. Such support will be provided in the form of updates and/or upgrades (at the discretion of Licensor), technical, billing, and software support. You may access support services via email through the Web Site or Application(s).

Section 10.2 By installing the Application(s) or parts thereof, you hereby agree and consent that service providers and licensors of Licensor may automatically check the version of Application(s) that you are using on your mobile phone or PC and may provide updates (i.e. bug fixes) and/or upgrades (i.e. a new version of the Application(s) or parts thereof) to the Application(s) or parts thereof that may be automatically downloaded on to your mobile phone. If applicable, updates and/or upgrades will be made available, for free, to you during the 24-month subscription term. Outside of the initial or extension subscription periods, the Application(s) will be automatically disabled and will no longer be accessible.

XI. DISCLAIMERS

Section 11.1 THE APPLICATION(S) ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY FITNESS FOR ANY OTHER PURPOSE THAN FOR THE INTENDED USE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that the Application(s) will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of the Application(s). You acknowledge and agree that if you rely on the Application(s), you do so solely at your own risk.

Section 11.2 THE APPLICATION(S) ARE NOT INTENDED TO DIAGNOSE, TREAT, CURE, OR PREVENT ANY DISEASE. IT IS ALSO NOT INTENDED TO REPLACE THE CARE OF, ADVICE FROM, OR MONITORING BY A HEALTHCARE PROFESSIONAL OR GUARDIAN. YOU RELY ON ITS FUNCTIONALITY AT YOUR OWN RISK. CONSIDER CONTACTING YOUR PHYSICIAN PRIOR TO USE.

XII. INDEMNIFICATION

Section 12.1 You will indemnify and hold harmless Licensor and its officers, directors, employees and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, settlement costs and reasonable attorneys’ fees arising out of or in any way connected with (i) your access to or use of the Application(s) and Licensed Content, (ii) the User Content, or (iii) your breach of any warranties made by you hereunder or your violation of any other provision of these Terms. We reserve the right to assume control of the defense of any third-party claim that is subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

XIII. LIMITATION OF LIABILITY

Section 13.1 NEITHER OWNER, RESELLER, NOR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE APPLICATION(S) AND LICENSED CONTENT WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, UNFORESEEABLE, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF ANTICIPATED PROFITS, LOSS OF BUSINESS OR REVENUE, LOSS OF OPERATIONAL SAVINGS OR COSTS, LOSS OF CONFIDENTIAL OR OTHER INFORMATION OR GOODWILL, LOSS OF PRIVACY, SERVICE OR BUSINESS INTERRUPTION, LOSS OF INFORMATION OR DATA, WORK STOPPAGE, FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF

REASONABLE CARE, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES, OR ANY AND ALL OTHER PERSONAL OR COMMERCIAL DAMAGES OR LOSSES ARISING FROM OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE PROGRAMS, OR THE PROVISION OR FAILURE TO PROVIDE SUPPORT SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION IN THIS AGREEMENT, WHETHER OR NOT DUE TO ANY DEFECTS THEREIN, AND WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT LICENSOR HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Section 13.2 IN NO EVENT WILL THE TOTAL LIABILITY OF OWNER, RESELLER, OR OF THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, OR OF ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE APPLICATION(S) AND LICENSED CONTENT ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE APPLICATION(S) SERVICE EXCEED THE AMOUNTS YOU HAVE PAID TO LICENSOR FOR USE OF THE APPLICATION(S) OR ONE HUNDRED € EURO (100), IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO LICENSOR, AS APPLICABLE.

XIV. NOTICE

Section 14.1 Any notices or other communications provided by Licensor under these Terms, including those regarding modifications to these Terms, will be given: (i) via email; or (ii) by posting to the Application(s). For notices made by e-mail, the date of receipt on the message will be deemed the date on which such notice is transmitted.

XV. DISPUTE RESOLUTION

Section 15.1 You agree that any dispute between you and Licensor arising out of or relating to these Terms and/or the Application(s) and Licensed Content (collectively, "Disputes") will be governed by the dispute resolution procedure outlined below. We want to address your concerns without needing a formal legal case. Before filing a claim against Licensor, you agree to try to resolve the Dispute informally by contacting support@gocietysolutions.com. We'll try to resolve the Dispute informally by contacting you through email. If a dispute is not resolved within 15 days after submission, you or Licensor may bring a formal proceeding.

Section 15.2 Any dispute and formal proceeding relating to this agreement, their subject matter and/or their formation, the Privacy Policy, or any non-contractual disputes or claims, shall be governed by and construed in accordance with the laws of the Netherlands. Any such dispute shall be subject to the exclusive jurisdiction of the courts of Amsterdam.

Section 15.3 Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to your use of the Application(s) and Licensed Content must be filed within one (1) year after such claim or cause of action arose, or else that claim or cause of action will be barred forever.

XVI. THIRD PARTY SOFTWARE AND HYPERLINKS

Section 16.1 "Third Party Software" means software and related materials that are furnished by a third party and subject to a separate license agreement between the licensor of that software and the Owner or Licensor. Third Party Software may be made available to you as part of the Application(s), and is made available solely for the purposes outlined in this Agreement. You may not use the Third Party Software in any manner that could damage, disable, overburden, or impair the services provided by the licensors of that software hereunder ("Third Party Services"). Furthermore, you may not use the Third Party Software in any manner that could interfere with any other party's use and enjoyment of the Third Party Services. Licensor reserves the right, without prior notice, to suspend, limit or cancel access to Third Party Services for any reason.

Section 16.2 The Application(s) may contain links to other sites. Licensor does not control such other sites, and Licensor and its affiliates and agents make no representations whatsoever concerning the content, accuracy, security or privacy of those sites. The fact that Licensor has provided a link to a site is not an endorsement, authorization, sponsorship, or affiliation with respect to such site, its owners or its providers. There are risks in using any information, software, or products found on the Internet, and Licensor cautions you to make sure you understand these risks before retrieving, using, relying upon, or purchasing anything via the Internet. You agree that under no circumstances will you hold Licensor or its affiliates or agents liable for any loss or damage caused by use of or reliance on any content, goods, or services available on other sites.

XVII. NO ASSIGNMENT; NO TRANSFER.

Section 17.1 You agree not to transfer or assign the Application(s) or Licensed Content and/or this Agreement to another party without the prior written consent of Licensor.

XVIII. NO MODIFICATION; NO REVERSE ENGINEERING.

Section 18.1 You agree not to modify, translate, reverse engineer, decompile, disassemble, or create derivative works of the Application(s) or assist someone in performing such prohibited acts.

XIX. TITLE

Section 19.1 You agree that Licensor owns and holds title to the Application(s) and Licensed Content and all subsequent copies thereof regardless of the form or media. Furthermore, title, ownership rights, and intellectual property rights in the Application(s) and Licensed Content shall remain with Licensor. The Application(s) and Licensed Content are protected by copyright and other intellectual property laws and by international treaties.

XX. TERM AND TERMINATION

Section 20.1 This license will expire twenty-four (24) months from the date that you first use the Application(s), if the license is not earlier terminated or extended. You may terminate this license at any time by destroying the Application(s) and Licensed Content and all copies and merged portions of the Application(s) and Licensed Content in any form. Your license for the

Application(s) and Licensed Content will also terminate immediately if you fail to comply with any term or condition of this Agreement, file for bankruptcy, or are placed in receivership.

Section 20.2 If you violate these Terms (including the terms of the Privacy Policy), we reserve the right to deactivate your account and/or terminate this Agreement, at our sole discretion, at any time and without notice or liability to you. Upon any such termination, we may delete your User Content and other information related to your account. You may cancel your account at any time by contacting support@gocietysolutions.com.

Section 20.3 Upon any termination, discontinuation or cancellation of this Agreement or your account, the following provisions of these Terms will survive: V, X-XII, XIV, XXI.

Section 20.4 Upon termination, you must immediately (1) cease all use of the Application(s) and Licensed Content; (2) destroy or return to Licensor the original and all copies of the Application(s) and Licensed Content; (3) delete the Application(s) and Licensed Content from all mobile phones and PCs on which it was installed; and (4) destroy any related licensed materials or documents, together with all copies thereof. You agree that you will not be entitled to a refund of any applicable license fee upon early termination of this Agreement.

Section 20.5 All disclaimers of warranties and limitation of liability set forth in this Agreement shall survive the termination of this Agreement.

XXI. IMPORT/EXPORT RESTRICTIONS.

Section 21.1 You agree not to import or export the Application(s), the Licensed Content (or any copies thereof), or any products utilizing the Application(s) in violation of any applicable laws or regulations of the United States or the country to which you have imported or exported. You agree to indemnify Licensor from liability if you violate any such laws or regulations.

XXII. GOVERNING LAW AND VENUE

In Europe, your contracting counterpart is Gociety Solutions B.V., and the laws of the Netherlands shall govern this Agreement and you agree to be subject to personal jurisdiction in the Netherlands for the purposes of enforcing the provisions of this Agreement, without regard to its conflict of laws principles. Any judicial action arising out of this Agreement must be filed in the competent courts located in Amsterdam, and both of us consent to the personal jurisdiction and venue of these courts. Notwithstanding the foregoing, Owner may bring an action in any court of competent jurisdiction to enforce and/or to enjoin the infringement of its Intellectual Property Rights.

XXIII. DISCLAIMERS OF WARRANTIES

To the maximum extent permitted by applicable law, Company, Company's licensors and providers, provide the Solution "as is", for informational purposes only, with no guarantee of completeness, accuracy, timeliness or of the results obtained from the use of this information, and without warranty of any kind, express or implied, including but not limited to warranties of performance, merchantability and fitness for a particular purpose.

XXIV. SEVERABILITY

Section 24.1 In the event any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of any of the remaining provisions shall not in any way be affected or impaired.

XXV. ENTIRE AGREEMENT

Section 25.1 You agree that this Agreement describes the entire agreement between us with respect to its subject matter.

XXVI. ACKNOWLEDGEMENT

Section 26.1 By downloading, installing or using any part of this Application(s) and by clicking the button that indicates your agreement ('I agree'), you indicate that you have read this Agreement, understand it, and agree to be bound by its Terms.

XXVII. FORCE MAJEURE

Section 27.1 Licensor shall not be liable hereunder for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is on account of causes beyond its control, including labor disputes, civil commotion, war, fires, floods, inclement weather, governmental regulations or controls, casualty, government authority, strikes, or acts of God, in which event Licensor shall be excused from its obligations for the period of the delay and for a reasonable time thereafter.

PLEASE CONTACT US IF YOU HAVE ANY QUESTIONS ABOUT THESE TERMS.

support@gocietysolutions.com

' I have read this End User License Agreement and agree with the above information. '