

hc1.com Subscription Services Agreement, July 21, 2017

THIS SUBSCRIPTION SERVICES AGREEMENT (THE "AGREEMENT") GOVERNS YOUR ACQUISITION AND USE OF OUR SERVICES.

BY ACCEPTING THIS AGREEMENT WHEN EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES SIGNING AN ORDER FORM. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES. CUSTOMER SHOULD CAREFULLY READ THE FOLLOWING TERMS BEFORE EXECUTING AN ORDER FORM.

Capitalized terms not defined elsewhere in this Agreement shall have the meaning given to them in the Main Terms of Service, posted at <https://www.hc1.com/terms-of-service/>, the Professional Services Addendum, posted at <https://www.hc1.com/professional-services-addendum/> or the Support and Service Level Agreement posted at <https://www.hc1.com/support/> (collectively, the additional "Terms and Conditions").

This Agreement was last updated on July 21, 2017. It is effective between Customer and hc1.com Inc. ("hc1.com") as of the date Customer accepts this Agreement which acceptance shall occur on the Effective Date of the first Order Form signed by Customer and hc1.com.

hc1.com and Customer hereby agree as follows:

1. Subscription Service. Subject to the terms and conditions of this Agreement and during the Term, hc1.com shall make the Service available to Customer solely for Customer's and its Affiliates' internal business operations. The terms of this Agreement shall also apply to updates and upgrades subsequently provided by hc1.com to Customer for the Service. hc1.com shall host the Service and may update the functionality and user interface of the Service from time to time in its sole discretion and in accordance with this Agreement, the Main Terms of Service (the "Terms of Service") or the Support and Service Level Agreement as part of its ongoing mission to improve the Service and Customer's use of the Service.

Unless otherwise provided in the applicable Order Form, the Service is purchased as subscriptions. Subscriptions may be added during the Term at the same pricing as the underlying subscription pricing, prorated for the portion of the Term remaining at the time the subscriptions are added. Any added subscriptions will terminate on the same date as the underlying subscriptions.

Subscriptions are subject to usage limits, including, for example, the quantities specified in Order Forms. Unless otherwise specified, a quantity in an Order Form refers to Users, and the Service may not be accessed by more than that number of Users purchased. User passwords may not be shared with any other individual. A User identification may only be reassigned to a new individual replacing one who will no longer use the Service.

2. Order Forms. The Service shall be ordered by Customer or its Affiliate(s) pursuant to Order Forms. Each Order Form are attached hereto as Exhibit A and shall include at a minimum a listing of the Service and any hc1.com Professional Services and/or activation services being ordered and the fees therefore. Except as otherwise provided on the Order Form, each Order Form shall be subject to the terms and conditions of this Agreement. For any order by Customer or its Affiliate(s) for the benefit of Customer's Affiliate(s), the term "Customer" shall refer to Customer and such Affiliate(s).

3. Term, Fees, Payment & Taxes

3.1. Term of Agreement. Unless otherwise specified on the Order Form or earlier terminated pursuant to Section 4 hereof, the term of this Agreement shall be for thirty-six (36) months commencing on the Effective Date of the first Order Form signed by Customer and hc1.com (the "Initial Term"), and the Term shall be extended as set forth in subsequent Order Forms (each successive renewal term, a "Renewal Term" and, collectively, the "Term"). If Customer has not delivered an Order Form to hc1.com regarding the upcoming Renewal Term prior to the expiration of the then current Term, the Term shall be automatically extended for successive Renewal Terms of thirty-six (36) months each, unless either party provides written notice of non-renewal to the other at least ninety (90) days before such expiration.

3.2. Fees and Payment. Customer shall pay hc1.com the fees for the Services ("Subscription Fees"), as specified in each Order Form. All payments shall be made in United States Dollars (USD). If Customer requests (and hc1.com agrees) for hc1.com to accept payments denominated in a foreign currency, a surcharge of 5%, at a minimum, will apply to each invoice. In the event that hc1.com provides certain professional services to Customer, the professional services shall be provided by hc1.com pursuant to a Professional Services Addendum (the "PSA"), which, if applicable, is hereby fully incorporated herein by reference. hc1.com reserves the right to change the Subscription Fees and other charges included in an Order Form at any time during the Term of this Agreement by amending the Order Form(s) upon thirty (30) days' prior written notice to Customer, by email or otherwise. Additional Users and other items purchased during a Term will co-terminate with and be prorated through the end of the then current Term. Subscription Fees on all subsequent Order Forms and for all Renewal Terms shall be set at then current hc1.com pricing. Unless otherwise specified in an Order Form, the Subscription Fees shall accrue and will be invoiced and due annually in advance.

3.3. Taxes. Subscription Fees do not include any local, state, federal or foreign taxes, levies or duties of any nature, including value-added, sale, use or withholding taxes ("Taxes"). Customer is responsible for paying all Taxes, excluding only taxes based on hc1.com's net income. If hc1.com has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides hc1.com with a valid tax exemption certificate authorized by the appropriate taxing authority.

3.4. Late Payments. Late payments shall be subject to a service charge equal to 1.5% of the amount due (calculated on a monthly basis) or the maximum amount allowed by law, whichever is less.

4. Termination. Either party may immediately terminate this Agreement and all Order Forms issued hereunder in the event the other party commits a material breach of any provision of this Agreement, which is not cured within thirty (30) days' of written notice from the non-breaching party.

Such notice by the complaining party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach ("Notice"). Upon termination or expiration of this Agreement, Customer shall have no rights to continue use of the Service. If this Agreement is terminated by Customer for any reason other than a termination expressly permitted by this Agreement, Customer agrees that hc1.com shall be entitled to all of the fees, including without limitation the Subscription Fees, due under this Agreement for the then current Term. If this Agreement is terminated as a result of a breach on hc1.com's part, hc1.com shall refund the pro-rata portion of any Subscription Fees paid by Customer to hc1.com under this Agreement for the terminated portion of the Term.

5. Excluded Provider Warranty. Each party represents and warrants that it is not now and at no time has been excluded from participation in any federally funded health care program, including Medicare and Medicaid. Each party shall immediately notify the other of any actual exclusion from any federally funded health care program, including Medicare and Medicaid. Each party further represents and warrants that, to its

knowledge, none of its employees are now excluded from participation in any federally funded health care program, including Medicare and Medicaid. In the event that either party is excluded from participation in any federally funded health care program during the term of this Agreement, this Agreement shall, as of the effective date of such exclusion or breach, automatically terminate.

6. Business Associate Addendum. The parties shall comply with the terms and conditions of the Business Associate Addendum (“BAA”) signed by Customer and hc1.com. The parties shall further negotiate in good faith any amendments to the BAA to the extent necessary to comply with any changes to applicable laws and regulations.

7. Screening for Viruses and Malicious Code. hc1.com will use commercially reasonable measures, including generally accepted virus screening software, to protect the Service and its systems or software used from viruses and other malicious code. In the event that any viruses and other malicious code are discovered, they will be corrected pursuant to the provisions of this Agreement relating to support.

8. Disclaimer of Warranties. HC1.COM DOES NOT REPRESENT THAT CUSTOMER'S USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR THE ACCURACY OF THE INFORMATION OR DATA IN THE SERVICE OR THAT ALL ERRORS IN THE SERVICE AND/OR DOCUMENTATION WILL BE CORRECTED OR THAT THE OVERALL SYSTEM THAT MAKES THE SERVICE AVAILABLE (INCLUDING BUT NOT LIMITED TO THE INTERNET, THE AMAZON CLOUD, OTHER TRANSMISSION NETWORKS, AND CUSTOMER'S LOCAL NETWORK AND EQUIPMENT) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE WARRANTIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY HC1.COM. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. EXCEPT AS OTHERWISE STATED HEREIN, THE SERVICE IS PROVIDED TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES.

9. Limitation of Liability. CUSTOMER AGREES THAT THE CONSIDERATION WHICH HC1.COM CHARGES HEREUNDER DOES NOT INCLUDE CONSIDERATION FOR ASSUMPTION BY HC1.COM OF THE RISK OF CUSTOMER'S INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANYONE FOR LOST PROFITS OR REVENUE OR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, COVER, SPECIAL, RELIANCE OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE OR KIND HOWEVER CAUSED, WHETHER FROM BREACH OF WARRANTY, BREACH OR REPUDIATION OF CONTRACT, NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR ANY OTHER LEGAL CAUSE OF ACTION FROM OR IN CONNECTION WITH THIS AGREEMENT (AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) TO THE MAXIMUM EXTENT PERMITTED BY LAW AND SHALL IN NO EVENT EXCEED THE DIRECT DAMAGE LIMITATIONS AS SET FORTH IN THIS SECTION 9 BELOW.

Except with regard to amounts due under this Agreement, liability resulting from gross negligence or willful misconduct, claims subject to indemnification as set forth in the BAA, or claims subject to indemnification as set forth in Section 10 hereof (in which instance, hc1.com's total liability to Customer shall not exceed \$3,000,000), the maximum liability one party may have to the other party whatsoever arising out of or in the connection with any license, use or other employment of the Service, whether such liability arises from any claim based on breach or repudiation of contract, breach of warranty, negligence, tort, or otherwise, shall in no case exceed One Million Dollars (\$1,000,000). In no event shall this Agreement or the Terms of Service limit a party's right to seek monetary damages and/or injunctive relief for misappropriation, theft, conversion or infringement by one party, directly or indirectly, of another party's intellectual property rights. The parties acknowledge that the limitations set forth in this Section 9 are integral to the amount of fees charged in connection with making the Service available to Customer and that, were hc1.com to assume any further liability other than as set forth herein, such fees would of necessity be set substantially higher.

10. Indemnification.

10.1. Infringement. hc1.com shall, at its own expense and subject to the limitations set forth in this Section, defend Customer from and against any and all allegations, threats, claims, suits, and proceedings brought by third parties (collectively "Claims") alleging that the Service, as used in accordance with this Agreement, infringes third party copyrights, trade secrets or trademarks and shall indemnify and hold Customer harmless from and against liability, damages and costs finally awarded or entered into in settlement (including, without limitation, reasonable attorneys' fees) (collectively, "Losses") to the extent based upon such a Claim.

Excluded from the above indemnification obligations are Claims to the extent arising from (a) use of the Service in violation of this Agreement, the Terms of Service or applicable law; or (b) modifications to the Service or use of the Service in combination with any software, application or service made or provided other than by hc1.com.

If a Claim of infringement is brought or threatened, hc1.com shall, at its sole option and expense, use commercially reasonable efforts either (a) to procure a license that will protect Customer against such Claim without cost to Customer; (b) to modify or replace all or portions of the Service as needed to avoid infringement, such update or replacement having substantially similar or better capabilities; or (c) if (a) and (b) are not commercially feasible, terminate this Agreement and refund to the Customer a pro-rata refund of the Subscription Fees paid for under the Agreement for the terminated portion of the Term. The rights and remedies granted Customer under this Section 10.1 state hc1.com's entire liability, and Customer's exclusive remedy, with respect to any claim of infringement of the intellectual property rights of a third party.

10.2. Customer's Indemnity. Customer shall, at its own expense and subject to the limitations set forth in this Section, defend hc1.com from and against any and all Claims (i) alleging that the Customer Data or any trademarks or service marks, or any use thereof, infringes the intellectual property rights or other rights, or has caused harm to a third party; or (ii) arising out of Customer's breach of Sections 2.4 (Customer's Lawful Conduct), 2.8 (Confidentiality) or 2.11 (Restrictions) of the Terms of Service and shall indemnify and hold hc1.com harmless from and against liability for any Losses to the extent based upon such Claims.

10.3. Indemnification Procedures and Survival. In the event of a potential indemnity obligation under this Section, the indemnified party shall: (i) promptly notify the indemnifying party in writing of such Claim; (ii) allow the indemnifying party to have sole control of its defense and settlement (provided that the indemnifying party shall make no admission of fault or wrongdoing or other statement reflecting negatively on the indemnified party without the indemnified party's prior express written consent); and (iii) upon request of the indemnifying party, cooperate in all reasonable respects, at the indemnifying party's cost and expense, with the indemnifying party in the investigation, trial, and defense of such Claim and any appeal arising therefrom. The indemnification obligations under this Section are expressly conditioned upon the indemnified party's compliance with this Section 10.3 except that failure to notify the indemnifying party of such Claim shall not relieve that party of its obligations under this Section but such Claim shall be reduced to the extent of any damages attributable to such failure. The indemnification obligations contained in this Section shall survive termination of this Agreement for one (1) year.

11. General Provisions. Neither party may assign this Agreement without written consent of the other; provided, however, hc1.com (i) may assign this Agreement and delegate its obligations hereunder to any of its affiliates; and (ii) may assign this Agreement to a successor by way of merger or consolidation or the acquisition of substantially all of the business relating to the subject matter of this Agreement. Subject to the foregoing, this Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns. There are no third-party beneficiaries to this Agreement. This Agreement does not create any joint venture, partnership, agency, or employment relationship between the parties, although hc1.com reserves the right to name Customer as a User of the Service.

This Agreement, including all exhibits, addendums and/or Order Forms, shall constitute the entire hc1.com Subscription Services Agreement (2017) Page 4

understanding between Customer and hc1.com and is intended to be the final and entire expression of their agreement. The parties expressly disclaim any reliance on any and all prior discussions, emails, Requests for Proposals and/or agreements between the parties. Other than the BAA, there are no other verbal agreements, representations, warranties undertakings or other agreements between the parties. Under no circumstances will the terms, conditions or provisions of any purchase order, invoice or other administrative document issued by Customer in connection to this Agreement be deemed to modify, alter or expand the rights, duties or obligations of the parties under, or otherwise modify this Agreement, regardless of any failure of hc1.com to object to such terms, provisions or conditions.

This Agreement shall not be modified or amended, except as expressly set forth herein or in the Terms of Service, or in writing and signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted, or by a properly executed Order Form. Notwithstanding the above, after execution of this Agreement, and during the electronic provisioning of Customer's account, Customer may be presented with the requirement to "agree" to a click through agreement pertaining to Terms of Service before Customer's account can be successfully provisioned. Customer acknowledges that other click through terms and agreements found at <https://www.hc1.com/> or other similar URL, shall apply in the event that such optional services are subsequently ordered or activated by Customer (e.g. hc1.com Third Party Application Terms).

This Agreement shall be governed in accordance with the laws of the State of Indiana and any controlling U.S. federal law and excluding the Uniform Computer Information Transactions Act (UCITA) and the United Nations Convention on Contracts for the International Sale of Goods (CISG). Any disputes, actions, claims or causes of action arising out of or in connection with this Agreement (or the Service) shall be subject to the exclusive jurisdiction of the state and federal courts located in the Southern District of Indiana, Indianapolis Division. In the event of any litigation or any controversy or dispute arising out of or in connection with this Agreement, its interpretations, its performance or the like, the prevailing party shall be awarded reasonable attorneys' fees and/or costs. If any provision is held by a court of competent jurisdiction to be contrary to law, such provision shall be eliminated or limited to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

A waiver of any breach under this Agreement should not constitute a waiver of any other breach or future breach. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of the party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice the party's right to take subsequent action. Neither party shall be liable for any loss or delay (including failure to meet the service level commitments) resulting from any force majeure event, including, but not limited to, acts of God, fire, natural disaster, terrorism, labor stoppage (other than those involving hc1.com employees), Internet service provider failures or delays, civil unrest, war or military hostilities or criminal acts of third parties (collectively, a "Force Majeure Event"), and any payment date or delivery of Service date shall be extended to the extent of any delay resulting from any Force Majeure Event. Sections 3.2, 3.3, 3.4, 5, 6, 8, 9, 10, and 11 of this Agreement and Sections 2.5, 2.6, 2.8, 2.9, 2.10, 3.3, and 5 of the Terms of Service shall survive the termination or expiration of this Agreement.