

Terms of Use Agreement between Inspire Care 360, Inc. (“IC360”) and User:

Read This Terms of Use Agreement Before Accessing Website.

Effective Date: This Terms of Use Agreement was last updated on March 25, 2022.

This Terms of Use Agreement sets forth the standards of use of the IC360 Online Service for Registered Members. IC360 is the operating company, of which Inspirecare360.com is its primary operating service. Through Inspirecare360.com (the “Site”) you have access to content, documents, materials, information, products and services (collectively “Content”). By using the Site, you (the “User”) agree to follow and be bound by the following terms and conditions concerning your access to and use of the Site and the Content provided by our Terms and Use. If you do not agree to the terms and conditions of this agreement, you should immediately cease all usage of this website. We reserve the right, at any time, to modify, alter, or update the terms and conditions of this agreement without prior notice. Modifications shall become effective immediately upon being posted on the Site. Your continued use of the Service after amendments are posted constitutes an acknowledgement and acceptance of the Agreement and its modifications. Except as provided in this paragraph, this Agreement may not be amended.

1. Description of Service / Price / Terms / Renewal

Inspirecare360.com is providing User with online assistance in operating your daycare center through multiple-back-office on demand and diagnostic services supporting early learning and childcare centers in the areas of Human Resources, Training, Development and Organizational Development, Purchasing and Procurement, Technical computer help-desk support, communication, public relations and brand development support, copyrighted curriculum and wellness services that will be made available to subscribers (collectively the “Services”). There is a charge to you for using the Services. User shall commit to 1 (one) year of service, broken down into 12 (twelve) equal payments. User shall pay for twelve-month (minimum) programs based on number of subscribing member locations. Our pricing is available on our website at <http://www.inspirecare360.com/pricing/>. Monthly fee (twelve-month minimum) is charged directly to your credit card or directly debited via ACH payment. User hereby authorizes IC360 to charge User’s credit card or bank account on file, via ACH account payment for said monthly fee. In the event that the User’s credit card payment is rejected, IC360 will process payments using the bank account provided. Cancellation of membership within the first year of service will result in the User immediately owing the remaining payments as described in the twelve-month minimum. Any amount past due over ten (10) days will incur a 2% late fee. After 30 days of non-payment, users’ access to the Site and Services will be suspended until payment is made current. If Services are suspended, user agrees to pay a \$100.00 reconnection fee in addition to the monthly membership fee that is due. Payment does not constitute termination of membership. Upon past due for thirty (30) days , if member does not immediately satisfy the account

the entire remaining balance is due including late and collection fees. User shall be responsible for all costs and expenses of collection, including reasonable attorneys' fees. Following the end of the first year of service, this Terms of Use Agreement will automatically renew on a month to month basis. User will continue using and paying for the Services according to the Terms of Use Agreement described herein on a month-to-month basis. During the month-to-month term, the User must provide 60 days written notice to IC360 prior to any cancellation of Services and related payments, providing IC360 with the opportunity to solve any situation the User has prior to the cancellation. For additional users and additional services, please follow this link <http://www.inspirecare360.com/pricing/> to review our Subscriber Pricing.

IC360 has the right to increase Subscriber Pricing. Typically, a 30-day notice will be provided to Users. Pricing increases will be based on the national consumer price index once a year as determined by IC360.

Through the Site, User will have access to all the content, documents, materials, information, products and services (collectively the "Content"). IC360 has the right and without notification to increase the number or different types of Services as well as decrease the numbers and/or types of Services, and to modify, extend or decrease the Content, and such modification does not release User from its obligations under this Agreement. This does not modify or release in any way the subscriber from the agreement.

In addition to the terms of this Agreement, User hereby agrees to follow and be bound by the Site's Terms of Use page, as may be amended by us from time to time without notice. Modifications shall become effective immediately upon being posted on the Site. Your continued use of the Service after amendments are posted constitutes an acknowledgement and acceptance of the Terms of Use and its modifications.

2. Handbook Development

As part of our service offerings included in the Inspire! Care 360 membership, we will complete a Childcare Center Employee Handbook and a Childcare Center Family Handbook.

- a. **Childcare Center Handbook** - IC360 will prepare a handbook that includes state requirements, federal requirements with a focus on childcare centers and teachers. Each handbook's tone is crafted to speak to an audience of teachers, educators, caregivers and administrators. As part of our service we allow modifications to Inspire! Care 360's intellectual property, personalizing the handbooks to the Member's requirements for many areas.
- b. **Family Handbook** - IC360 will prepare a handbook consistent with state and federal requirements and with a focus on the childcare center's policies for care of children as communicated to the parents. Each handbook's tone is crafted to speak to an audience of parents. As part of our service we allow modifications to Inspire! Care 360's intellectual property, personalizing the handbooks to the Member's requirements for many areas.

3. Handbook Drafts

IC360 develops these handbooks by investing up front to develop a best-of-breed template from which to start, so the cost of a handbook is thousands of dollars. The effort to personalize these handbooks is part of our membership so we limit the development process to three (3) drafts of each under the following general provisions:

- a. **First Draft** – We will provide a state and federal government compliant handbook that we will review with you to determine the specific content you need.
- b. **Second Draft** – Based on the results of the First Draft review, we will modify the documents and send them for review. We will then conduct a Second Draft Review with the member.
- c. **Final Draft** – Based on the Second Draft Review, we will make any final changes to the Handbooks and deliver them to you.

4. Handbook Delivery

The final drafts of the handbooks are delivered to you as PDF documents that reside on our Learning Management System as part of a course to be delivered perpetually to all your employees or families.

Due to the investment Inspire! Care 360 makes in the handbooks, we retain copyright until after the first 18-months of membership. Upon your request, and after the 18-month period, you will receive the Handbooks as editable MS Word documents.

As an alternative, prior to the expiration of the 18-month term, the member may buyout the final draft of the document as an editable MS Word file for a one-time price of \$1,800 at the beginning of the membership. The price is prorated \$100 for each month of membership.

5. Annual State and Federal Regulation Handbook Updates

Once per membership year, we will review any updates from the State or Federal Government that affect your handbooks. We will make these changes at no additional cost, assuming good standing as a member of Inspire! Care 360. These updates are normally begun on the anniversary of your membership.

6. Other Updates to the Handbooks

Other than the annual State and Federal Regulation updates, we recognize that there may be minor updates needed. These will be completed by Inspire! Care 360 during the membership year for up to 5% of the content (by word count) in the Employee or Family Handbooks.

If the requested modifications to the Handbooks exceed 5% of the content, Inspire! Care 360 will provide the changes at its sole discretion, following the process below:

- a. The Member will forward the latest version of the Handbook to Inspire! Care 360 with a brief description of the required changes.
- b. Inspire! Care 360 and the Member will meet to discuss the changes to ensure clarity and discuss options.
- c. Inspire! Care 360 will provide a firm-fixed price quote for the updates.
- d. After approval of our quote, we will invoice for the amount and commence the updates upon payment.

7. Training Development

Inspire! Care 360 also provides training personalization for a single course – *My Company Orientation*, under the following provisions.

We create our content using the Articulate 360 Rise application and review comments for the content are enabled in the Review 360 application. In Review 360, a reviewer (presumably an owner or director) enters comments in areas that require modification from the original content.

To help contain the costs for personalization of training materials in the annual membership, we offer three (3) drafts. We will make these changes at no additional cost, assuming good standing as a member of Inspire! Care 360. Determination of the amount of change is at the sole discretion of Inspire! Care 360, and is based on an analysis of finished course length versus the requested changes:

- a. **Alpha Draft** – Of the existing, standard course content, up to 25% of the My Company Orientation course is personalized to your centers for this draft, and the draft is presented to the member as the Alpha Draft.
- b. **Beta Draft** – Of the existing Alpha Draft content, up to 10% is open to modification and this draft is presented as the Beta draft.
- c. **Final Draft** – Of the existing Beta Draft content up to 5% is open to modification and this draft is presented as the Final draft.

The training is then promoted to our Learning Management System for access by your team.

8. Other Updates to the My Company Orientation Training Program

Given the expertise and software required for changes to the My Company Orientation course, there is no option for the Member to modify the course.

If additional changes to My Company Orientation are deemed necessary beyond what is described above, Inspire! Care 360 will update the course under the following provisions.

The cost of updates is dependent on the scope of changes required as a percentage of the existing course. There may also be charges for research. To initiate this process, the following steps will occur:

- a. The Member will request the latest version of the My Company Orientation course from Inspire! Care 360 so it can be annotated using the Review 360 application. The annotations will constitute the entire change.
- b. Inspire! Care 360 and the Member will meet to discuss the changes to ensure clarity and discuss options.
- c. Inspire! Care 360 will provide a firm-fixed price quote for the updates.
- d. After approval of our quote, we will invoice for the amount and commence the updates upon payment.

9. Disclaimer of Warranties.

The site is provided by IC360 on an “as is” and on an “as available” basis. To the fullest extent permitted by applicable law, IC360 makes no representations or warranties of any kind, express or implied, regarding; (A) the use or the results of this Site in terms of its correctness, accuracy, reliability, or otherwise, (B) the Site will meet your requirements, (C) the results that may be obtained from the use of the site or any content, documents,

materials, information, software, products or services purchased or obtained by you through the Site will meet your expectations. IC360 shall have no liability for any interruptions in the use of the Site. IC360 disclaims all warranties with regard to the information provided, including the implied warranties of merchantability and fitness for a particular purpose, and non-infringement. Some jurisdictions do not allow the exclusion of implied warranties, therefore in some jurisdictions, the above-referenced exclusion is inapplicable. In no way shall IC360 be deemed to be providing any legal advice. Always consult your own attorney before signing as laws may vary depending on jurisdiction.

10. Limitation of Liability

IC360 SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, AND IN PARTICULAR IC360 SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOSS OF REVENUE, OR LOSS OF USE, ARISING OUT OF OR RELATED TO THIS WEB SITE OR THE INFORMATION CONTAINED IN IT, WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT LAW, OR OTHERWISE, EVEN IF IC360 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE, IN SOME JURISDICTIONS, SOME OF THE ABOVE LIMITATIONS IS INAPPLICABLE.

11. Indemnification

User agrees to indemnify and hold IC360, Inspirecare360.com, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees and costs, made by any third party due to or arising out of User's use of the Service, the violation of this Agreement, or infringement by User, or other user of the Service using User's computer, of any intellectual property or any other right of any person or entity.

12. Modifications and Interruption to Service

IC360 reserves the right to modify or discontinue any portion of the Service with or without notice to the User. IC360 shall not be liable to User or any third party should IC360 exercise its right to modify or discontinue the Service. User acknowledges and accepts that IC360 does not guarantee continuous, uninterrupted or secure access to our website and operation of our website may be interfered with or adversely affected by numerous factors or circumstances outside of our control.

13. Third-Party Sites

Our website may include links to other sites on the Internet that are owned and operated by online merchants and other third parties. You acknowledge that we are not responsible for the availability of, or the content located on or through, any third-party site. You should contact the site administrator or webmaster for those third-party sites if you have any concerns regarding such links or the content located on such sites. Your use

of those third-party sites is subject to the terms of use and privacy policies of each site, and we are not responsible therein. We encourage all Users to review said privacy policies of third-parties' sites. If you choose to purchase any products or services from a third party, your relationship is directly with the third party. You agree that IC360 is not responsible for (A) the quality of third party products or services; and (B) fulfilling any of the terms of your agreement with the seller, including delivery of products or services and warranty obligations related to purchased products or services. You agree that IC360 is not responsible for any loss or damage of any sort you may incur from dealing with any third party.

14. Governing Jurisdiction of the Courts of New York

Our website is operated and provided in the State of New York. As such, we are subject to the laws of the State of New York, and such laws will govern this Terms of Use, without giving effect to any choice of law rules. We make no representation that our website or other services are appropriate, legal or available for use in other locations. Accordingly, if you choose to access our site you agree to do so subject to the laws of the State of New York. The venue for any action to interpret or enforce this Agreement shall be in a court situated in Monroe County, New York.

15. Compliance with Laws.

User assumes all knowledge of applicable law and is responsible for compliance with any such laws within the state in which client is operating. User may not use the Service in any way that violates applicable state, federal, or international laws, regulations or other government requirements. User further agrees not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national, or international law or regulation.

16. Copyright and Trademark Information

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17. Notification of Claimed Copyright Infringement

Pursuant to Section 512(c) of the Copyright Revision Act, as enacted through the Digital Millennium Copyright Act, IC360 designates the following individual as its agent for receipt of notifications of claimed copyright infringement.

Brett E. Dawson, Esq.
Dawson Law Firm, P.C.
1844 Penfield Road
Penfield, New York 14526

18. Disclaimer

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19. Other Terms

You hereby grant IC360 a license to use and display your name and logo on its website for marketing purposes. If any provision of this Terms of Use Agreement shall be unlawful, void or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent. You agree that this Terms of Use Agreement and any other agreements referenced herein may be assigned by IC360, in our sole discretion, to a third party in the event of a merger or acquisition. This Terms of Use Agreement shall apply in addition to, and shall not be superseded by, any other written agreement between us in relation to your participation as a User.