

License Agreement

This Agreement between the licensee ("Customer") and Home Health Systems, Inc. sets the terms for licensing the Home Care Infection Prevention and Control Program®.

Ownership. In this Agreement:

1. "Program" means the Home Care Infection Prevention and Control Program®, any updates Home Health Systems provides, all related policies, procedures, forms, checklists, tools, and materials, and the media on which it is supplied.
2. "Derivative Works" means all works and updates Home Health Systems creates based on the Program or on other works it owns or has the right to adapt.
3. "Intellectual Property Rights" means all copyright, patent, trade secret, trademark, moral, termination, authorship, right of publicity, and other proprietary rights.

The Program, the Derivative Works, and all related Intellectual Property Rights are and remain the property of Home Health Systems. Customer receives only the rights expressly granted in this Agreement. Customer owns its own policies and forms, including its supplemental policies.

Grant of Site License. Home Health Systems grants Customer a non-exclusive, limited, non-transferable license to use the Program and the Derivative Works in the usual course of its business operations, only at the business name and address(es) shown on the invoice or order form. Customer may not reproduce the Program or the Derivative Works, in whole or in part, except as this Agreement allows or Home Health Systems authorizes in writing.

License. Customer's employees and contracted staff ("End Users") may access the Program and any Derivative Works through Customer's cloud-based policy management software or on secure electronic systems operated by or for Customer and accessible only to End Users. End Users may not share their usernames or passwords, or reproduce any part of the Program in a way this Agreement does not allow, including by screenshots, scanning, or printing copies for distribution outside Customer. Customer is responsible for its End Users' compliance with this Agreement, and this Agreement binds Customer's agents and representatives.

Restrictions. Customer and its End Users may not:

1. Use the Program at more than one location or business entity unless a license for each site has been purchased and appears on the invoice or order form;
2. Create derivative works from the Program, such as modified forms or education programs, except that Customer may use the Program as written to educate its End Users;
3. Copy, distribute, give, sell, transfer, rent, or lease the Program, in whole or in part, in any form or media, or use it in any material for resale or redistribution, except for Customer's own internal use as permitted in this Agreement or with Home Health Systems' written permission;
4. Assign this Agreement, or allow any other person or entity to use the Program;
5. Reverse engineer, decompile, or disassemble any software included in the Program, or otherwise attempt to reproduce its source code, structure, or methods;
6. Store the Program electronically, except on secure systems operated by or for Customer and accessible only to its End Users, and only while Customer holds an active license or a continuing right of use under the Discontinuation section; or
7. Upload, input, or submit all or any part of the Program into any artificial intelligence system, large language model, or machine-learning tool, whether public or private, including any artificial intelligence feature built into policy management or other software, to create customized, summarized, translated, or derivative content, or to train, fine-tune, or prompt such a system, unless expressly authorized by Home Health Systems in writing. Any such authorization is limited to the software and purposes stated in it and does not permit Customer to create derivative works or to use the Program to train, fine-tune, or improve any artificial intelligence system.

Customer shall promptly notify Home Health Systems of any suspected unauthorized access, copying, disclosure, or distribution of the Program and reasonably cooperate to stop it. Routine encrypted backups and automated security scanning are permitted if they do not expose the Program to unauthorized persons or train artificial intelligence models.

Confidentiality. Customer shall use reasonable safeguards to protect the Program and its access credentials and shall not disclose them to anyone other than End Users or service providers bound by confidentiality duties. This does not apply to information that is publicly available through no breach of this Agreement or that Customer lawfully obtained without a confidentiality duty. Customer may make disclosures required by law, with advance notice to Home Health Systems when legally permitted.

Disclaimer. The Program is a guideline for meeting regulatory requirements governing healthcare practice. Customer should review its policies and procedures against local and county requirements and its own needs, and may adopt its own supplemental policies to address them, provided those policies do not copy, modify, or adapt the text of the Program. Those supplemental policies belong to Customer. Because clinical practice continually evolves, users should independently assess whether a guideline or procedure is appropriate in each situation, considering applicable federal and state laws and the standard of care in their jurisdiction, which may take precedence. The Program is intended to support healthcare professionals in their clinical and operational practice. It does not provide legal or medical advice and does not replace professional judgment, medical advice, or treatment. The author, editor, and publisher are not responsible for injury to persons or property, errors, omissions, or any other harm or consequences arising from use or application of the Program. Applying this information in a particular situation remains the professional responsibility of the practitioner, and the clinical treatments described are not absolute or universal.

Warranty. The Program, including all data, software, and documentation, is provided "as is." Home Health Systems and its affiliates, agents,

License Agreement

distributors, and licensors make no warranties of any kind, express or implied, including warranties of merchantability, fitness for a particular purpose, non-infringement, accuracy, completeness, currency, performance, or ability to achieve a particular result, and do not warrant that the Program will be compatible with Customer's equipment or software or will operate without interruption or errors. Customer assumes all risk regarding the selection, use, and suitability of the Program.

Limitation of Liability. Neither party is liable to the other for any consequential, incidental, special, or indirect damages, even if advised of their possibility. Home Health Systems' total liability arising out of or relating to this Agreement or the Program, whether in contract, tort, negligence, or otherwise, shall not exceed the amount Customer paid Home Health Systems for the Program in the twelve (12) months before the event giving rise to the claim, or one hundred dollars (\$100.00) if the Program was provided free of charge. These exclusions and limits do not apply to Customer's breach of the Restrictions section, infringement or misappropriation of Home Health Systems' Intellectual Property Rights, payment obligations, or indemnification obligations.

Indemnification. Customer shall defend, indemnify, and hold harmless Home Health Systems, Inc. and its officers, directors, shareholders, employees, authors, editors, successors, and assigns from and against all claims, demands, lawsuits, losses, damages, liabilities, judgments, settlements, costs, and expenses, including reasonable attorneys' fees, brought by any third party (including Customer's patients, clients, employees, and contractors) arising out of or relating to (a) Customer's use, modification, adaptation, or application of the Program; (b) the care or services provided by Customer or its End Users; or (c) Customer's breach of this Agreement.

Term of license. This license is for one (1) year from the date of purchase. It renews for another year when Customer pays the renewal fee, unless Home Health Systems has given notice of non-renewal under the Discontinuation section; otherwise it ends at the end of the current term. The renewal fee is Home Health Systems' then-current fee, which may change on thirty (30) days' notice before the renewal date. Home Health Systems may terminate this license immediately on written notice if Customer breaches the Restrictions section, or on ten (10) days' written notice for any other breach, including non-payment, that Customer does not cure within that time. Amounts paid are non-refundable, including upon termination, non-renewal, cancellation, or discontinuation. Upon termination or non-renewal, Home Health Systems will remove digital access, and Customer must stop operational use of the Program and remove it, including all forms, checklists, and similar materials, from all networks and systems Customer operates or manages. Customer may keep inaccessible archival copies only as required by law, a litigation hold, or a binding records-retention requirement, and may not use them operationally. Within thirty (30) days after Home Health Systems' request, Customer shall certify in writing that it has complied with this section. Any use of the Program after termination or non-renewal is unlicensed, and Customer agrees to pay the then-current annual license fee for each year or partial year of such use, in addition to any other remedies available to Home Health Systems.

Discontinuation. Home Health Systems may decline to renew this license on thirty (30) days' written notice, effective at the end of the current term, and may permanently discontinue the Program on thirty (30) days' written notice. A revised edition, a change in delivery method, or a transfer of the Program to a successor that assumes this Agreement is not a discontinuation. If Home Health Systems permanently discontinues the Program, or ceases business, without a successor assuming this Agreement, Customer may continue using the last version lawfully supplied to it, only for internal operations at previously licensed sites, without updates or support, and subject to the Restrictions, Disclaimer, Warranty, Limitation of Liability, and Confidentiality sections. This continuing right cannot be transferred or extended to other sites. If this Agreement is assigned to a successor, the successor shall honor the rest of Customer's then-current paid license term, and later renewals follow the successor's renewal terms.

Acceptance and Updates. Customer accepts this Agreement by (a) clicking to accept it when purchasing or renewing online; (b) signing this Agreement or an order form that references it; (c) paying an invoice that includes or references this Agreement and states that payment constitutes acceptance, including payment by check; or (d) for a subscription that renews automatically, allowing the subscription to renew after Home Health Systems has sent Customer notice of this Agreement, including a link to it, at least thirty (30) days before the renewal date. Customer may cancel an automatic subscription at any time before its renewal date. The person accepting on Customer's behalf represents that he or she is authorized to bind Customer. Home Health Systems may update this Agreement from time to time. The version posted at HomeCareandHospice.com on the date of Customer's purchase or renewal governs that license term, and any updated terms apply beginning with Customer's next renewal, or on the date Customer accepts them, if earlier. When Customer accepts an updated version, it replaces the prior version for the remainder of Customer's current license term.

Status of the Parties. Home Health Systems and Customer are independent parties. Nothing in this Agreement creates a joint venture, partnership, agency, or employment relationship between them.

Assignment by Home Health Systems. Home Health Systems may assign or transfer this Agreement, in whole or in part, without Customer's consent, to any affiliate or successor, including anyone acquiring all or substantially all assets related to the Program by sale, merger, or otherwise. An assignment may include related customer relationships, license and renewal records, and Customer Information, as described in the Customer Information section. Home Health Systems will give Customer written or electronic notice of the assignment. The assignee assumes obligations arising after the effective date of the assignment, and Home Health Systems is released from those obligations to the extent the law allows. This Agreement binds and benefits permitted successors and assigns.

Customer Information. Home Health Systems may collect, keep, and use Customer's business name and address(es), the names, titles, and business contact information of its representatives, and its purchase, payment, license, site, and renewal records ("Customer Information") to administer this Agreement, provide updates and related services, process renewals, and communicate about new editions, education, and related products. Home Health Systems may share reasonably necessary Customer Information with a bona fide prospective purchaser, investor, or successor, and its professional advisers, only to evaluate a sale, merger, or transfer of the Program or related business, under a written agreement requiring confidentiality, reasonable security, and return or secure destruction of the information if the transaction does not close. Upon a completed sale or

License Agreement

other permitted transfer, Home Health Systems may transfer Customer Information to the purchaser, successor, or assignee, which may use it for the same purposes, must protect it, and must comply with applicable privacy and marketing laws. Customer Information excludes patient records and protected health information, and Customer shall not provide protected health information to Home Health Systems under this Agreement.

Dispute Resolution and Venue. Before filing a lawsuit or other legal proceeding arising out of this Agreement or the Program, the parties shall try in good faith to resolve the dispute by mediation before a Florida Supreme Court certified mediator in Collier County, Florida, or by videoconference if both parties agree. Either party may start mediation by written notice. The parties share the mediator's fees equally and each pays its own attorneys' fees and costs of mediation. If the dispute is not resolved within sixty (60) days after the notice, either party may pursue its remedies. Home Health Systems may at any time seek immediate injunctive or other equitable relief to protect its Intellectual Property Rights or stop unauthorized use, copying, or distribution, or sue to collect amounts due. Any lawsuit shall be brought only in the state courts in Collier County, Florida, or, where federal jurisdiction exists, in the United States District Court for the Middle District of Florida, Fort Myers Division, and each party consents to the jurisdiction and venue of those courts.

Survival. The Ownership, Restrictions, Confidentiality, Disclaimer, Warranty, Limitation of Liability, Indemnification, Discontinuation, Customer Information, Dispute Resolution and Venue, and Governing Law sections, accrued payment obligations, the archival and certification duties under Term of license, and any other provisions that by their nature should survive, continue after this Agreement expires, terminates, or is not renewed.

Force Majeure. Neither party is responsible for delays in performing obligations other than payment that are caused by events beyond its reasonable control, such as natural disasters, widespread network failures, government actions, or labor disruptions, if it uses reasonable efforts to limit the delay and resumes performance promptly. This section does not excuse Customer's confidentiality, security, or intellectual-property obligations.

Severability. If any provision is held unenforceable, the rest of this Agreement remains in effect, and that provision will be limited or interpreted to come as close as possible to the parties' lawful intent.

No Waiver. Home Health Systems' failure to enforce any provision of this Agreement is not a waiver of its right to enforce that provision or any other provision later.

Governing Law. This Agreement is governed by Florida law, without regard to conflict-of-law principles. This Agreement, together with the applicable invoice or order form, is the entire agreement concerning the Program and replaces prior discussions about the same license term, unless a valid written amendment says otherwise. If an invoice, order form, or purchase order conflicts with this Agreement, this Agreement controls, and Customer's purchase-order terms do not apply unless Home Health Systems agrees to them in a signed writing.

Notice. Notices to Home Health Systems, Inc. shall be addressed to the attention of its Principal at 860 6th Ave. S., #211, Naples, FL 34102-6706, or sent by email to info@homecareandhospice.com. Home Health Systems may give notice to Customer by email to the contact address on file, and Customer shall keep a current business email address on file. An email notice is given when sent unless an automated delivery-failure message is received, except where the law requires another method. After an assignment of this Agreement, notices to Home Health Systems shall be sent to the address provided by the assignee.

Version: October 2026 · Effective October 17, 2026