

HOMERUN SOFTWARE LLC TERMS OF SERVICE

1. ACCEPTANCE OF TERMS OF SERVICE

1.As a precondition and requirement to use the services available via ECLIENTTRACKER.COM you, for yourself and for the company or other person(s), if any, you represent ("Subscriber" or "Subscribers", as applicable), hereby accept and agree to be legally bound by these Terms of Service ("Terms"). These Terms are effective immediately between the Subscriber and HOMERUN SOFTWARE LLC, its subsidiaries and affiliates. Each Subscriber is subject to these Terms, and by using HOMERUN SOFTWARE LLC services, network and/or systems (collectively the "Services"), Subscriber agrees to be legally bound by and subject to all terms and conditions contained in these Terms, including as well all usage policies and other policies herein. To the extent not inconsistent therewith, these Terms are also incorporated into the individual service agreement, if any, of each Subscriber.

2.Subscriber represents and warrants that, if an individual, Subscriber is at least 18 years old and otherwise legally competent in all respects to, or, if an entity, Subscriber is a corporation, limited liability company, partnership, or other legal entity duly formed and in good standing, as applicable, and possesses all legal authority and power to accept and be bound by these Terms. Additionally, Subscriber represents and warrants that neither it, she, or he (as applicable), nor any entity it, she or he represents, is prohibited from registering or signing up with or otherwise subscribing to or receiving any of the Services from HOMERUN SOFTWARE LLC. Further, Subscriber represents and warrants all information provided by Subscriber to HOMERUN SOFTWARE LLC has been and is complete, accurate, and current, and that Subscriber shall continue to provide complete, accurate and current information to HOMERUN SOFTWARE LLC in connection with all registration or renewal processes and further agrees to update all such information as necessary to maintain complete, accurate and current information. Although subscribers of paid services offered through HOMERUN SOFTWARE LLC must be at least 18 years of age and otherwise legally competent to accept and be legally bound by these Terms, a parent or legal guardian of a minor may obtain an account on the minor's behalf, and by doing so, consents to such minor's use of the Services. Subscribing parents and legal guardians each for herself or himself, as applicable, accept and agree to be legally bound by these Terms, and assume full responsibility and liability associated with any failure of compliance with the Terms in connection with said minor's use of any of the Services.

3.HOMERUN SOFTWARE LLC intends to provide the best possible CLIENT TRACKING software and database hosting service to each of its Subscribers. HOMERUN SOFTWARE LLC is also dedicated to staying abreast of new and available technologies that will better serve our Subscribers. However, due to changing technologies, changing laws and the individual and collective needs of our Subscribers, HOMERUN SOFTWARE LLC reserves the right, in its sole discretion, to change, modify, add or remove all or any part of these Terms at any time with or without notice.

4.Subscribers may view the most current version of these Terms at EClientTracker.com. Any use of the Services by Subscriber, after changes, modifications, additions or deletions to these Terms are posted on the EClientTracker.com website, shall constitute Subscriber's acceptance of all such changes, additions, modifications or deletions. If a Subscriber does not agree to any such alterations to these Terms, the Subscriber's sole and exclusive remedy is to cancel the Subscriber's account as set forth in Paragraph 3 below.

5.Notwithstanding HOMERUN SOFTWARE LLC right to alter these Terms without prior notice, HOMERUN SOFTWARE LLC may, within its sole discretion and as a courtesy to all affected Subscribers, make an effort to provide Subscribers with 7 days advanced notice of any alteration of these Terms if it appears to HOMERUN SOFTWARE LLC, in its sole discretion, that said alteration may materially and adversely impact said Subscriber's use of the Services.

2. TERM - PAYMENT -

a. Term of Service. The term of Subscriber's subscription to the Services commences upon Subscriber's acceptance of these Terms and terminates as set forth in paragraph 3 below.

b. Payment. Subscriber agrees to pay all applicable fees for Services in effect at the time of registration and/or renewal, subject to these Terms as same may be modified by HOMERUN SOFTWARE LLC from time to time.

c. User Fee. User fee is due for entire month even if user (user defined as either admin or therapist with username and password to access the application) was only active for part of the month. User Fees are due every 30 days, dependent on the day that the Subscriber first subscribed to the Service. Data access will be restricted when the Subscriber's account expires.

User fees are subject to an annual increase not exceeding 25% per year.

If in the future, legislative mandates require software to be modified, fees for such modifications may be passed on to Subscriber in order for all existing subscribers to be compliant.

d. Authority. In the event Subscriber is a corporation, limited liability company, partnership, joint venture, other business entity or group of individuals, the person registering for or renewing HOMERUN SOFTWARE LLC Services on behalf of Subscriber hereby certifies that he/she has the authority to and does hereby bind the corporation, LLC, partners, joint venture or other individuals in this manner and in connection with Subscriber's acceptance of all other Terms set forth herein.

3. CANCELLATION OF SERVICES - REFUND POLICY

1. Cancellations and Refunds. HOMERUN SOFTWARE LLC provides a 30-day money back guarantee for new account registrations, subject to the following terms and conditions:

A. Nonrefundable Fees: Fees paid by Subscriber in connection with the set-up and training will be non-refundable.

B. Cancellations within First 3 Days of Registration. In the event Subscriber cancels the Services prior to the expiration of 3 calendar days after registration, Subscriber will receive a full refund of all fees paid in connection with the registration upon request, with the exception of any Nonrefundable Fees set forth in Paragraph 3.01(A) if any training was provided already.

C. Cancellations after 3 Days. In the event Subscriber cancels the Services after the expiration of 3 calendar days after registration, no refunds will be given for any amounts previously paid.

D. Notice of Cancellation. Subscriber must direct all cancellation requests to HOMERUN SOFTWARE LLC via email sent to support@eClientTracker.com

2. Chargeback and Reversals. In the event Subscriber issues a chargeback or reversal of charges without first following the above cancellation procedures, the Subscriber will be responsible for a \$50.00 billing service fee.

3. Non payment of subscription/User Fee. In the event a subscriber does not pay subscription, access to database will be suspended until all outstanding fees and service fees are paid in full, including any unpaid monthly fees prior to the month Subscriber requests reinstatement. Customer will be responsible for downloading data. Homerun Software LLC will not be responsible for any data downloaded by the customer.

4. PROPRIETARY RIGHTS

These Terms do not give Subscriber any rights in HOMERUN SOFTWARE LLC intellectual property or technology. HOMERUN SOFTWARE LLC and related trademarks and logos are the exclusive property of HOMERUN SOFTWARE LLC. HOMERUN SOFTWARE LLC and Subscriber agree that neither will, directly or indirectly, reverse engineer or decompile object code or execution code, nor otherwise seek to obtain source code or trade secrets of the other party. Notwithstanding the foregoing, nothing herein shall bar HOMERUN SOFTWARE LLC from using any knowledge, information or skills that are generally known or that can be learned or otherwise acquired in the normal course of business.

5. SECURITY AND OWNERSHIP

a.Site Security. HOMERUN SOFTWARE LLC uses sophisticated means of security in connection with the Services. Notwithstanding the foregoing, it is exclusively Subscriber's obligation to maintain and control passwords to Subscriber's data, and Subscriber exclusively is responsible for all activities that occur in connection with Subscriber's user name, passwords. Subscriber agrees to immediately notify HOMERUN SOFTWARE LLC of any unauthorized uses of the Service or any other breaches of security. HOMERUN SOFTWARE LLC will not be liable for any loss or damages of any kind, under any legal theory, caused by Subscriber's failure to comply with the foregoing security obligations or caused by any person to whom Subscriber grants access to Subscriber's Services.

b.Access and Control Policy. When a new account, is registered with or transferred to HOMERUN SOFTWARE LLC or with one of its affiliates, the process requires and results in the creation of the following within the records of HOMERUN SOFTWARE LLC, in association with said new account: i) Name of person registering; ii) email address; iii) user name; iv) password.

A.If a person contacts HOMERUN SOFTWARE LLC and claims that she or he is entitled to access to an account, website, or domain registered with HOMERUN SOFTWARE LLC or its affiliate but is without access (for any reason such as but not limited to forgotten password or forgotten user name, data loss or corruption on personal computer, improperly locked out, and so forth), HOMERUN SOFTWARE LLC will give access to the person who acceptably evidences she or he has substantially all of: i) name of the person who originally registered or last paid for said account; ii) email address of the person who originally registered or last paid for said account; iii) the user name of the person who originally registered or last paid for said account, if possible. Otherwise, HOMERUN SOFTWARE LLC will not give access and control to a claimant unless HOMERUN SOFTWARE LLC is served with a valid order of a court, agency, or appropriate internet controlling entity such as Internet Corporation for Assigned Names and Numbers ("ICANN"), requiring HOMERUN SOFTWARE LLC to give such access and control to said. Subscriber acknowledges and accepts that the foregoing access and control policies and procedures are the only way that notice(s) can be given and changes can be effected regarding said access and/or control; and, further, that any other changes made directly by Subscriber or by others within the online records of HOMERUN SOFTWARE LLC or of its affiliates shall not be deemed effective to give notice to HOMERUN SOFTWARE LLC or its affiliates of any changes in said access or control.

B.Subscriber acknowledges and accepts said access and control policy and procedure, agrees not to bring any claim in the form of a lawsuit or otherwise against HOMERUN SOFTWARE LLC arising out of its following said policy and procedure, agrees immediately to dismiss any claim so brought, and hereby releases HOMERUN SOFTWARE LLC from all liability and all claims for damages or any other liability whatsoever that may arise out of HOMERUN SOFTWARE LLC following said policy and procedure.

6. PRIVACY POLICY

1.Commitment. HOMERUN SOFTWARE LLC commitment to our Subscribers' privacy is set forth in this section. Except as required by law or as otherwise provided herein, HOMERUN SOFTWARE LLC will take commercially reasonable steps to ensure your right to privacy. HOMERUN SOFTWARE LLC is committed to developing long lasting relationships that are built on trust and will never intentionally violate that trust.

2.Encryption. When Subscriber orders from HOMERUN SOFTWARE LLC, all of Subscriber's personal information is protected. HOMERUN SOFTWARE LLC uses Secure Sockets Layer (SSL), the industry standard, for encrypting all personal information, including name, address and credit card numbers. HOMERUN SOFTWARE LLC conforms to all HIPPA requirements

3.Confidentiality. With the exception of trusted business affiliates and/or associates who work on behalf of or in connection with HOMERUN SOFTWARE LLC, subject to specific confidentiality agreements, HOMERUN SOFTWARE LLC will not provide or sell to any third party your personal information and will keep all Subscriber/Patient information confidential, subject to the following:

A.HOMERUN SOFTWARE LLC will respond to subpoenas, court orders, or other legal process, and will utilize Subscriber information as necessary to establish or exercise HOMERUN SOFTWARE LLC legal rights or defend against legal claims.

B.HOMERUN SOFTWARE LLC will share information to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations or suspected violations of these Terms, or as otherwise required by law.

C.HOMERUN SOFTWARE LLC may transfer information about Subscribers if HOMERUN SOFTWARE LLC is acquired by or merged with another company, in which event HOMERUN SOFTWARE LLC will notify Subscriber.

4.HOMERUN SOFTWARE LLC service is a shared hosting service, which means that multiple Subscriber data are hosted from the same server and share server resources. HOMERUN SOFTWARE LLC service is designed to meet the typical needs of small business. HOMERUN SOFTWARE LLC will make every commercially reasonable effort to provide additional resources to Subscribers who are using their data consistent with these Terms, including moving Subscribers to newer and bigger shared servers as necessary. However, in order to ensure a consistent and quality experience for all Subscribers server down time maybe experienced due to upgrades.

5.Backups. HOMERUN SOFTWARE LLC performs periodic backs up of data on its servers, but under no circumstance will HOMERUN SOFTWARE LLC be liable to anyone FOR DAMAGES OF ANY KIND under any legal theory for loss of Subscriber FILES AND/or data on any HOMERUN SOFTWARE LLC server.

\$100 service fee will be incurred if a restoration is required due to customer negligence.

6.Accurate Account Information. Subscriber must continually update and keep accurate and current Subscriber's contact information stored and saved on HOMERUN SOFTWARE LLC in order to avoid termination of Subscriber's HOMERUN SOFTWARE LLC account(s).

7.Governing Law. These Terms shall be governed by the laws of the State of Michigan without reference to conflict of law principles. The United Nations Convention on the International Sale of Goods shall not apply and is hereby expressly excluded. By subscribing to or using any of the Services of HOMERUN SOFTWARE LLC, Subscriber agrees that all disputes, if any, involving HOMERUN SOFTWARE LLC shall be subject exclusively to the jurisdiction of the State and Federal Courts within the State of Michigan; provided, further, that all action brought against HOMERUN SOFTWARE LLC in State Court must be brought in Ottawa County, Michigan and, if in Federal Court, in Ottawa County, Michigan. Subscriber hereby agrees that it is subject to the in person am jurisdiction of said courts for all purposes in connection with these Terms and/or in

connection with any claim or dispute involving HOMERUN SOFTWARE LLC. Subscriber hereby waives any and all objections that it has or might have, known or unknown, whether under Michigan's long arm statute or otherwise, to the existence of said in person jurisdiction. Subscriber agrees that it has no right to and shall not file or otherwise bring a lawsuit against HOMERUN SOFTWARE LLC outside the State of Michigan; and, that Subscriber, if involved before a court in a lawsuit outside of the State of Michigan, shall be deemed to support and to stipulate to a motion made by HOMERUN SOFTWARE LLC to dismiss said lawsuit with respect to HOMERUN SOFTWARE LLC.

7. WARRANTY DISCLAIMER - LIMITATIONS - INDEMNIFICATION

1. Warranty Disclaimer. YOU, THE SUBSCRIBER, ACKNOWLEDGE THAT THE SERVICES AND THE SOFTWARE ARE PROVIDED "AS IS, AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND. HOMERUN SOFTWARE LLC HEREBY DISCLAIMS ANY WARRANTY OR CONDITION WITH RESPECT TO THE QUALITY, PERFORMANCE OR FUNCTIONALITY OF THE SERVICES AND SOFTWARE, OR WITH RESPECT TO THE QUALITY OR ACCURACY OF ANY INFORMATION OBTAINED FROM OR AVAILABLE THROUGH USE OF THE SERVICES AND SOFTWARE, OR THAT THE SERVICES AND SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICES AND SOFTWARE MAY CONTAIN ERRORS. NO ADVICE OR INFORMATION GIVEN BY HOMERUN SOFTWARE LLC OR HOMERUN SOFTWARE LLC REPRESENTATIVES INCLUDING, WITHOUT LIMITATION, SUBSCRIBER SUPPORT REPRESENTATIVES, SHALL CREATE A WARRANTY. HOMERUN SOFTWARE LLC DISCLAIMS ALL WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED OR STATUTORY INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF QUIET ENJOYMENT AND NON-INFRINGEMENT AND ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OF COMPUTER PROGRAMS AND CONTENT. HOMERUN SOFTWARE LLC DOES NOT GUARANTEE THAT USERS WILL BE ABLE TO USE THE SERVICES AT TIMES OR LOCATIONS OF THEIR CHOOSING. HOMERUN SOFTWARE LLC DOES NOT WARRANT THAT THE SERVICES ARE COMPATIBLE WITH ANY THIRD PARTY SERVICE OR SOFTWARE, EVEN IF SUCH THIRD PARTY CLAIMS, REPRESENTS OR WARRANTS THAT SUCH SERVICE OR SOFTWARE IS COMPATIBLE WITH ANY SERVICE OR HOMERUN SOFTWARE LLC IN PARTICULAR.

2. Limitations on HOMERUN SOFTWARE LLC Liability. HOMERUN SOFTWARE LLC SHALL NOT BE LIABLE FOR NONPERFORMANCE OR DELAY IN PERFORMANCE CAUSED BY ANY REASON, WHETHER WITHIN OR OUTSIDE OF ITS CONTROL. IN NO EVENT SHALL HOMERUN SOFTWARE LLC BE LIABLE UNDER CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOST PROFITS, LOSS OF DATA OR INFORMATION OF ANY KIND OR LOSS OF BUSINESS GOODWILL OR OPPORTUNITY) WHETHER OR NOT HOMERUN SOFTWARE LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. HOMERUN SOFTWARE LLC SHALL NOT BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY. HOMERUN SOFTWARE LLC ENTIRE LIABILITY AND SUBSCRIBER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY USE OF THE SERVICES IS THE CANCELLATION OF SUBSCRIBER'S ACCOUNT AS SET FORTH HEREIN. IN NO EVENT SHALL HOMERUN SOFTWARE LLC LIABILITY TO YOU, THE SUBSCRIBER, EXCEED THE GREATER OF ONE DOLLAR (\$1.00) OR ANY AMOUNTS ACTUALLY PAID IN CASH BY YOU, THE SUBSCRIBER, TO HOMERUN SOFTWARE LLC FOR THE PRIOR ONE MONTH PERIOD. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THESE TERMS OR OUT OF THE SERVICES MAY BE BROUGHT BY YOU, THE SUBSCRIBER, MORE THAN ONE YEAR AFTER THE EVENT WHICH GAVE RISE TO THE CAUSE OF ACTION. SOME JURISDICTIONS DO NOT ALLOW A LIMITATION ON LIABILITY FOR NEGLIGENCE THAT CAUSES DEATH OR PERSONAL INJURY AND, IN SUCH JURISDICTIONS HOMERUN SOFTWARE LLC LIABILITY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

3. Indemnification of HOMERUN SOFTWARE LLC. You, the Subscriber, agree to defend, indemnify and hold HOMERUN SOFTWARE LLC, its affiliates and its sponsors, partners, other co-branders and the respective directors, officers and employees of each harmless from and against any and all claims, losses, damages, liabilities and costs (including, without limitation, reasonable attorneys' fees and court costs) arising out of or relating to your breach of any of these Terms or use by you or any third party of the Services, except to the extent the foregoing directly result from HOMERUN SOFTWARE LLC own gross negligence or willful misconduct. HOMERUN SOFTWARE LLC reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, the Subscriber.

IF YOU, FOR YOURSELF OR ON BEHALF OF ONE OR MORE PERSONS YOU ARE REPRESENTING WITH RESPECT TO HOMERUN SOFTWARE LLC SERVICES, DO NOT AGREE TO ANY OF THE FOREGOING TERMS, YOU MUST, FOR YOURSELF AND ON BEHALF ANY SUCH PERSON(S), DISCONTINUE THE REGISTRATION PROCESS, DISCONTINUE YOUR USE OF THE SERVICES, AND, IF YOU ARE ALREADY A MEMBER, CANCEL YOUR HOMERUN SOFTWARE LLC ACCOUNT. BEGINNING NOW, ANY CONTINUATION BY YOU IN USING THE SERVICES CONSTITUTES FOR YOU AND THOSE REPRESENTED BY YOU AN EXPRESS AFFIRMATION AND COMMITMENT TO BE (OR TO CONTINUE TO BE, AS APPLICABLE) LEGALLY BOUND BY AND TO COMPLY WITH ALL OF THESE TERMS.