

Subscription Agreement

THIS AGREEMENT GOVERNS YOUR ACQUISITION AND USE OF OUR SERVICES.

IF YOU REGISTER FOR A FREE TRIAL FOR OUR SERVICES, THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY 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 "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. 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.

1. DEFINITIONS

"**Agreement**" means this Subscription Agreement.

"**Beta Services**" means Our services that are not generally available to customers.

"**Order Form**" means an ordering document specifying the Services to be provided hereunder that is entered into between You and Us or any of Our Affiliates, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

"**Purchased Services**" means Services that You or Your Affiliate purchase under an Order Form, as distinguished from those provided pursuant to a free trial.

"**Services**" means the products and services that are ordered by You under a free trial or an Order Form and made available online by Us.

"**User**" means an individual who is authorized by You to use a Service, for whom You have ordered the Service, and to whom You (or We at Your request) have supplied a user identification and password. Users may include, for example, Your employees, consultants, contractors and agents, and third parties with which You transact business.

"**We,**" "**Us**" or "**Our**" means the AHS IT Services (AHS)

"**You**" or "**Your**" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

"**Your Data**" means electronic data and information submitted by or for You to the Purchased Services or collected and processed by or for You using the Purchased Services

2. FREE TRIAL

If You register on this webpage for a free trial, We will make this Service available to You on a trial basis free of charge until the earlier of (a) the end of the free trial period, which is **FOURTEEN DAYS**, for which you registered to use the applicable Service, or (b) the start date of a Purchased Service subscription ordered by You for such Service.

ANY DATA YOU ENTER INTO THE SERVICE DURING YOUR FREE TRIAL WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A SUBSCRIPTION TO THE SAME SERVICE AS THOSE COVERED BY THE TRIAL. DURING THE FREE TRIAL THE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY.

3. RESTRICTIONS

The End-User may NOT assign or distribute copies of the App to others. The App contains trade secrets. The End-User may NOT decompile, reverse engineer, disassemble, or otherwise reduce the App to a human readable form. THE END-USER MAY NOT MODIFY, ADAPT, TRANSLATE, RENT, LEASE, LOAN, RESELL FOR PROFIT, DISTRIBUTE, OR OTHERWISE ASSIGN OR TRANSFER THE APP, OR CREATE DERIVATIVE WORKS BASED UPON THE APP OR ANY PART THEREOF.

4. NO WARRANTY

AHS provides no warranty of any kind with regards to the product. As a practical matter, however, the AHS welcomes contact from any End-User that has any problems as to the product but offers no training as to its use. AHS does not undertake the responsibility to "teach" how to use the App included in this agreement.

NO WARRANTY IS PROVIDED, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE END-USER ASSUMES ALL RISK AS TO THE SUITABILITY, QUALITY, EASE OF USE, AND PERFORMANCE OF THE APP. IN NO EVENT WILL AHS, OR ITS DIRECTORS, OFFICERS, EMPLOYEES OR AFFILIATES, BE LIABLE TO THE END-USER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION, AND THE LIKE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE APP OR ACCOMPANYING WRITTEN MATERIALS, EVEN IF AHS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

AHS'S LIABILITY TO THE END-USER (IF ANY) FOR ACTUAL DIRECT DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO, AND IN NO EVENT SHALL EXCEED, UP TO ONE CALENDAR YEAR'S AMOUNT PAID TO AHS FOR CONTINUED USE OF THE APP.

AHS does not warrant or represent that ;
the app can be used by any and all organizations ;
it has a duty to update the app regularly ;
it has a duty to support the app for every user ; and
the app is free from technical issues, harmful components, interruptions or errors.

AHS does not assume any liability for these matters. In other words, you use the App at your own risk. Under no circumstances, including, but not limited to, negligence, shall AHS be liable for any direct or indirect, special, incidental or consequential damages. This includes loss of data or profit arising out of the use or the inability to use the content of this App, even if one of our representatives has been advised of the possibility of your damages. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages. In such jurisdictions, our liability is limited to the greatest extent permitted by law.

5. ENHANCEMENTS

From time to time AHS may, in its sole discretion, advise the End-User of updates, upgrades, enhancements or improvements to the App and/or new releases of the App (collectively, "Enhancements"), and may license the End-User to use such Enhancements upon payment of prices as may be established by AHS from time to time. All such Enhancements to the App provided to the End-User shall also be governed by these Terms and Conditions.

6. NON-CONFIDENTIALITY

AHS does not want to receive confidential or proprietary information from you through the AHS Twitter page, email address, or any other means of contacting AHS. If you transmit to or post on our AHS

email address or Twitter page, any material, data, information or idea by any means, it will be treated as non-confidential and non-proprietary and AHS shall be free to reproduce, publish, or otherwise use such information for any purposes whatsoever including, without limitation, the research, development, manufacture, use or sale of products incorporating such information. The sender of any information to AHS is fully responsible for its content, including its truthfulness, accuracy, and its non-infringement of any other person, organization, or entity's proprietary rights.

7. COPYRIGHTS

The trademarks, service marks, trade names and logos used and displayed on our App are our registered and unregistered trademarks. Nothing on this App should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, without our written permission. We aggressively enforce our intellectual property rights. The names "AHS IT Services", "klikNtrak" or our logo may not be used in any way, including in advertising or publicity pertaining to distribution of materials on our App, without prior written permission. You may not use any metatags or any other "hidden text" utilizing AHS's name or trademarks without the express written consent of AHS. You are not authorized to use our logo as a hyperlink to our App unless you obtain our written permission in advance.

ALL OTHER TRADEMARKS, SERVICE MARKS, AND TRADE NAMES ARE THE PROPERTY OF THEIR RESPECTIVE COMPANIES. AHS DISAVOWS ANY PROPRIETARY INTEREST OR CLAIMS IN THE MARKS OF OTHER COMPANIES OR CORPORATIONS.

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By subscribing this App, you agree that AHS may NOT BE HELD LIABLE under any of the following and other circumstances:

- loss of company or employee data;
- productivity loss;
- lost business; and
- any other financial or other damages observed by the organization

8. GENERAL

This License will be governed by and construed in accordance with the laws of the AHS's headquarters' state, and shall inure to the benefit of AHS and End-User and their successors, assigns and legal representatives. If any provision of these Terms and Conditions is held by a court of competent jurisdiction to be invalid or unenforceable to any extent under applicable law, that provision will be enforced to the maximum extent permissible, and the remaining provisions of this License will remain in full force and effect. Any notices or other communications to be sent to AHS must be mailed first class, postage prepaid, to the AHS's address as listed on the product or accompanying materials.

9. NO WAIVER

The waiver or failure of either party to exercise in any respect any right provided in this agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

10. CHANGES TO THE TERMS AND CONDITIONS

We may at any time revise these Terms and Conditions by updating this posting. By using our App, you agree to be bound by any such revisions and should therefore periodically visit this page to

determine the then current terms and conditions to which you are bound. Certain provisions of these Terms and Conditions may be superseded by other legal notices or terms located on parts of our App.

10. LOCAL LAWS

This App is controlled by us from our offices within the United States of America. We make no representation that content or materials on the App are appropriate or available for use in other jurisdictions. Access to our App content or materials from jurisdictions where such access is illegal is prohibited. If you choose to access this App from other jurisdictions, you do so on your own initiative and are responsible for compliance with applicable local laws. We are not responsible for any violations of law. You may not use or export the materials on this App in violation of U.S. export laws and regulations. Any claims relating to our App and its content and materials shall be governed by the laws of the State of Michigan without giving effect to any principles of conflicts of laws.

11. INDEMNIFICATION

You hereby jointly and severally agree to indemnify, defend and hold us and our suppliers or affiliates, and any of our or their respective officers, directors, owners, agents, employees, information providers, licensors and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liability and costs, including, without limitation, attorneys' fees and costs incurred by the Indemnified Parties in connection with any claim arising out of your use of our App or any breach by you of these Terms and Conditions, or the purchase by you of securities, including any liabilities associated with a violation of federal or state securities laws. If the indemnity provided in this paragraph is not available or is insufficient to hold harmless the Indemnified Parties for any reason, you agree to contribute to the aggregate losses, claims and liabilities to which the Indemnified Parties may be subject in such proportion as appropriate to reflect the relative fault by you and the Indemnified Parties with respect to the activity giving rise to the indemnity claim. You will cooperate as fully as reasonably required in the defense of any claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you will not in any event settle any such matter without our written consent.

12. GOVERNING LAW

This Agreement shall be construed and enforced according to the laws of the State of Michigan and any dispute under this Agreement must be brought in this venue and no other.

13. SEVERABILITY

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.