

INTRANET TERMS OF USE AGREEMENT

YOU AGREE TO READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS INTRANET WEBSITE OR HOSTED APPLICATION (COLLECTIVELY HEREINAFTER, "INTRANET"). YOUR CONTINUED ACCESS TO OR USE OF THE INTRANET OR USE OF THE INFORMATION AND/OR SERVICES CONTAINED ON THE INTRANET ("INTRANET SERVICES") INDICATES YOUR ACKNOWLEDGEMENT OF THESE TERMS OF USE AND YOUR ACCEPTANCE OF ALL THE PROVISIONS HEREOF.

Right at Home, LLC, a Delaware limited liability company (the "**Company**"), as a franchisor, provides its franchisees ("**Franchisees**") and their staff; the Company's staff and the staff of Company-owned outlets; certain approved suppliers; and certain prospective franchisees ("**Users**") with access to the Intranet (and related modules) and Intranet Services (collectively, the "**System**").

The Company requires all authorized Users to comply with the requirements of this Terms of Use Agreement, use the System appropriately and to protect the Intranet and all content thereon. In order to access the Intranet, you must carefully read and agree to abide by these Terms of Use, as further described below. If you cannot agree to the Terms of Use below, please do not attempt to access this Intranet.

Certain products or services offered on this Intranet, and certain areas within this Intranet may be governed by additional terms of use and/or other agreements ("**Additional Terms**") presented in conjunction with those products or services. You must agree to these Additional Terms before using those areas. The Additional Terms are hereby incorporated by reference, where applicable, and the Additional Terms and these Terms of Use shall apply equally. In the event of an irreconcilable inconsistency between the Additional Terms and these Terms of Use, the Terms of Use shall control.

The Company reserves the right, at its sole discretion, to change, modify, add or remove any portion of these Terms of Use and any other policy or Additional Terms posted on the Intranet, in whole or in part, at any time. Notification of changes to the Company's Terms of Use may be posted on this Intranet. You are responsible for regularly reviewing the Terms of Use and all posted policies and Additional Terms on the Intranet. By continuing to use the Intranet after we have posted changes to these Terms of Use or any other posted policy or Additional Terms, you agree to and accept such changes.

In exchange for the privilege of obtaining access to the System, you, as a User, hereby agree to the following terms and conditions:

1. Confidential Information; Your Duty to Protect Usernames and Passwords

All information on the Intranet, including, but not limited to, usernames (sometimes referred to as "User IDs") and passwords, training programs, manuals, policies, marketing concepts, operating methods, technology platforms and techniques, financial results, sales and profit information, confidential communications, proprietary and confidential information (all of the

preceding information is referred to herein as the “**Confidential Information**”) is deemed to be proprietary to and trade secrets of the Company. You do not acquire any interest in the Confidential Information by your use of the System. If you learn about an unauthorized use of any Confidential Information, you must report it to the Company immediately.

You may not disclose or share your username, password, or any other information on the Intranet, including the Intranet’s domain name or URL, to any person. Each User will have a separate account with his or her own username and password. You may not use another User’s account and password. The Company will never ask you for your password. It is your responsibility to maintain the confidentiality of your Intranet username and password.

You are entirely responsible for all activities that occur under your password and username. You must take the precautions that the Company periodically specifies to protect the Confidential information. If you learn of a breach of the confidentiality of a username or password assigned to you, or any breach of security through a User’s account, you must report it to the Company immediately. The Company is not liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. Your confidentiality obligations continue even if your access to the Intranet ends.

2. Authorized Access; Termination

Access to and use of the Intranet is permitted only for: (i) current authorized staff of the Company; (ii) current authorized officers, employees, agents, and principals of Franchisees in good standing; (iii) current authorized consultants, auditors, and service providers of the Company, (iv) current authorized officers, employees, agents, and principals of Company-owned outlets, (v) certain approved suppliers and (vi) certain prospective franchisee candidates as authorized by the Company. Access to or use of the Intranet by any other persons is strictly prohibited without the express prior written consent of the Company.

Your authorization to access the Intranet may be limited to certain services, web pages or content. You agree to access only that portion of the Intranet to which you have been given access. Access to and use of Intranet access may be revoked or restricted at any time at the sole discretion of the Company. Individuals and/or entities may have varying degrees of access to the Intranet, as determined by the Company. The Company may or may not give you prior notice of revocation or restriction of your access.

3. Rules of Conduct; Your Representations and Warranties

The Intranet may only be used for the benefit of the Company and its Franchisees in good standing and may not be used for the benefit of any third party or individual without the express prior written consent of the Company. You may use the Intranet for lawful purposes only. Your use of and access to the Intranet is at your sole risk. The content is provided for informational purposes only on an “AS IS” basis without any express or implied warranty of any kind, including warranties of merchantability, non-infringement, or fitness for any particular purpose. Company makes no representations, warranties or guarantees as to the quality, suitability, truth, accuracy or completeness of the content. Company further makes no representations, warranties

or guarantees that the quality and reliability of any information will meet your expectations and requirements, be virus-free, or perform error- and damage-free. You assume all risk and responsibility for any loss or damage whatsoever to your computer system, data and business arising out of your use of the Intranet and/or its content.

By way of illustration and not limitation, you represent, warrant and covenant that you shall not upload, post or transmit to or distribute or otherwise publish through the Intranet or the services provided thereon, any materials which (i) restrict or inhibit any other user from using and enjoying the Intranet, (ii) are unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, offensive, harassing, pornographic, profane, hateful, violent, sexually explicit or indecent, or otherwise objectionable, (iii) constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate applicable law, (iv) violate, plagiarize or infringe the rights of third parties including, without limitation, copyright, trademark, patent, rights of privacy or publicity or any other proprietary right, (v) contain a virus, Trojan horse, worms, time bombs, spiders, robots or other harmful component intended to disrupt or interfere with the intended operation of the Intranet or any other site on the World Wide Web, (vi) impose an unreasonable or disproportionately large load on any systems or infrastructure, or (vii) constitute or contain false or misleading indications of origin or statements of fact.

In addition you agree that you will not (a) attempt to gain unauthorized access to the Intranet, any part thereof, or the accounts of others; (b) use the Intranet, or any part thereof, to harass or harm any other User or any other person in any way; (c) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; (d) interfere with or disrupt the Intranet or servers of networks connected to the Intranet, or disobey any Terms of Use, Additional Terms, requirements, procedures, policies or regulations of networks connected to the Intranet; (e) harvest, collect or store information about the users of this Intranet or the content posted by others on this Intranet or use such information for any purpose inconsistent with the purpose of the Intranet; (f) disparage, defame, libel or make untrue, malicious, offensive statements about the Company or the Intranet; or (g) use the Intranet or Services to violate any applicable, local, state, national or international law or regulation. This list is not intended to be exhaustive. If you violate any of the above-mentioned representations, warranties, or covenants, your access to and use of System may be revoked or restricted at any time at the sole discretion of the Company.

4. Limitation of Liability

You expressly understand and agree that Company and any contributor to the user generated content SHALL NOT BE LIABLE to you for:

- 1) any loss or damage which you may incur, including without limitation as a result of any reliance placed by you on the accuracy, completeness or suitability of the content, or any changes Company may make to the System or content, or any temporary interruption or permanent cessation in the provision of the System or content, or, if applicable, your failure to safeguard your account details or passwords.

2) TO THE FULL EXTENT PERMITTED BY LAW, COMPANY IS NOT LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR RELATED TO THE SYSTEM AND CONTENT (INCLUDING WITHOUT LIMITATION FOR LOSS OF OR DAMAGE TO BUSINESS, REVENUES, GOODWILL OR DATA) EVEN IF COMPANY HAD PREVIOUSLY BEEN ADVISED OF, OR REASONABLY COULD HAVE FORESEEN, THE POSSIBILITY OF SUCH DAMAGES, HOWEVER THEY ARISE, WHETHER IN BREACH OF CONTRACT, NEGLIGENCE OR OTHER TORTUOUS ACTION.

5. Indemnification

You agree to indemnify and hold Company, its subsidiaries, affiliates, members, officers, directors, agents, employees and representatives and Company Franchisees, their subsidiaries, affiliates, shareholders, officers, directors, agents, employees and representatives harmless from any claims and demands, including reasonable attorneys' fees, made by any third party arising from or relating to: (i) your use of and access to the System and content; (ii) content you submit, post, transmit or otherwise make available via the System; (iii) your violation of these Terms of Use. This indemnification obligation will survive the termination of your right to use the Intranet.

6. Intellectual Property

Unless otherwise noted, all materials on the Intranet (including articles, text, photographs, images, illustrations, graphics, video material, audio material, and software) are protected as the copyrights, trade dress, trademarks, patents and/or other intellectual properties owned by the Company or its parent, subsidiaries and affiliates or by other parties that have licensed their material to the Company. Additionally, the Intranet itself is protected by copyright as a collective work and/or compilation.

The Intranet or any portion of the Intranet may not be reproduced, duplicated, copied, sold, resold, or otherwise exploited for any commercial purpose that is not expressly permitted by the Company.

You may browse through the Intranet and occasionally download a copy of materials appearing on the Intranet that are of interest to you solely for the purpose of conducting activities authorized by the Company. You must keep intact all copyright, trademark and other notices contained in your personal copies. You may not reproduce or allow others to reproduce your personal copies of downloaded materials, nor may you make them available electronically. You may not save or archive a significant portion of the material appearing on the Intranet unless specifically authorized by the Company in writing. You may not attempt to alter or modify the content posted on the Intranet. Except as expressly set forth in this paragraph, you may not copy, download, distribute, publish, enter into a database, display, perform, modify, create derivative works, transmit, post, decompile, reverse engineer, disassemble or in any way exploit any of our intellectual property or the Intranet itself.

7. Disputes

These Terms of Use will be governed by and interpreted in accordance with the laws of the State of Nebraska, without regard to its conflicts of laws principles. You agree that your breach of these Terms of Use will result in irreparable harm to the Company, and that the Company is therefore entitled, as a non-exclusive remedy, to obtain injunctive relief in response to a breach of these Terms of Use, including, without limitation, barring you from access to the Intranet.

8. Links to Third-Party Sites

There are links in the Intranet that will allow Users to access other websites. These linked sites are not under the control of the Company, and the Company is not responsible for the contents or practices of any linked site. The Company provides links only as a convenience, and such inclusion of any link does not imply endorsement by the Company of the site or its content.

9. Monitoring, Privacy and Security

Your access and use of the Intranet may be monitored by the Company at any time, with or without notice, and shall not in any way be deemed to be private or personal to you.

The Company reserves the right to use “cookies” (a small amount of software automatically downloaded to your computer’s hard drive) or other programs or methods to gather information about your use of the Intranet in order to improve the System. You may set your browser not to accept cookies, but if you do so, certain areas of the Intranet may not function as intended.

All information, including personally-identifiable information, that you disclose via the Intranet is the property of the Company. The Company reserves the right to use these records and this information for its own purposes or those of its affiliated entities to the extent permitted by applicable law and its agreements with visitors to the Intranet. These purposes may include disclosure to our agents, advisors, affiliates, service providers, assignees, franchisees, and successors in interest.

The Company may reproduce, distribute, transmit, or publish any software, file, information, communication or other content received or accessed through the System. You will not hold the Company responsible for privacy in or to communications transmitted via the System, including, but not limited to, any cyber-attacks by hackers and/or data breaches. You are solely responsible for protecting your computer system from disruptions, Internet access failures, Internet content failures, and cyber-attacks by hackers and other unauthorized intruders. The Company will use industry standard security practices to protect information provided via the Intranet.

10. Contact Us

If you have any questions regarding these Terms of Use, you may call us at 877-697-7537, email us via our Contact Us form at www.rightathome.net or you can write to us at 6700 Mercy Rd. Ste 400 Omaha, NE 68106.