

End User License Agreement For Hootsuite Services arranged by Vision Service Plan

This License Agreement ("Agreement") is between Vision Service Plan, a California not-for-profit corporation with its principal place of business at 3333 Quality Drive, Rancho Cordova, CA 95670 ("VSP"), and the party agreeing to the terms set forth in this End User License Agreement for Hootsuite Services ("Doctor"). This Agreement is effective as of the later of the dates beneath the parties' signatures below (the "Effective Date").

1. LICENSED PRODUCTS AND SERVICES

1.1 License of Products and Services. During the Term only, VSP hereby grants Doctor a nonexclusive, non-transferable license to use Hootsuite Services (as used herein, "Hootsuite Services" or "Products and Services") for Doctor's internal business purposes only, for the term (the "Term") listed. The parties may, from time to time, eliminate the Products and Services being licensed hereunder.

1.2 Use of Products and Services. Making copies of the Products is prohibited. Giving copies to another person, duplicating the Products or Services by any other means, including electronic transmission, or providing third parties access to Products or Services is also prohibited. Doctor may not copy the printed materials accompanying the Products or Services or print copies of the user documentation. Doctor hereby agrees to comply with all terms of the Hootsuite End User License Agreement ("Hootsuite Agreement"), as set forth in Section 1.3 Below.

1.3 Additional License Terms. Additional terms and conditions of this Agreement are set forth in the Hootsuite Agreement found on <https://hootsuite.com/legal/eula>, which are fully incorporated into and made a part of this Agreement by this reference as if fully set forth herein. To the extent that any provision contained in this Agreement conflicts with any provision of the Hootsuite Agreement, the Hootsuite Agreement shall govern and control. This License Agreement and the Hootsuite Agreement are referred to collectively as this "Agreement".

1.4 Provision of Products and Services. During the Term only, VSP shall make the Hootsuite Services available to Doctor pursuant to this Agreement. Doctor agrees that its licenses hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by VSP regarding future functionality or features.

1.5 Third Party Beneficiary. Hootsuite, Inc. is a third party provider of software and services to VSP under this Agreement and is an intended third party beneficiary of this Agreement with the rights, power and obligations of VSP under this Agreement.

1.6 Disclaimer of Warranties. EXCEPT TO THE EXTENT PERMITTED BY LAW, THE HOOTSUITE SERVICES, SUPPORT, TRAINING, AND ANY OTHER SERVICES ARE PROVIDED "AS IS" AND "AS-AVAILABLE," WITH ALL FAULTS, AND WITHOUT WARRANTIES OF ANY KIND. HOOTSUITE AND ITS VENDORS AND LICENSORS DISCLAIM ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY OF INFORMATION, AND TITLE/NON-INFRINGEMENT. DOCTOR EXPRESSLY AGREES AND ACKNOWLEDGES THAT USE OF HOOTSUITE SERVICES IS AT DOCTOR'S SOLE RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY VSP OR HOOTSUITE OR ITS OR THEIR AUTHORIZED REPRESENTATIVES CREATES ANY OTHER WARRANTIES OR IN ANY WAY INCREASES THE SCOPE OF VSP'S OR HOOTSUITE'S OBLIGATIONS UNDER THIS AGREEMENT. THE HOOTSUITE SERVICES MAY BE USED TO ACCESS AND TRANSFER INFORMATION, INCLUDING CONFIDENTIAL INFORMATION, OVER THE INTERNET. DOCTOR ACKNOWLEDGES AND AGREES THAT VSP AND HOOTSUITE AND THEIR RESPECTIVE VENDORS AND LICENSORS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT (A) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (B) UNAUTHORIZED THIRD PARTIES (e.g., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE DOCTOR'S DATA, WEBSITES, COMPUTERS, OR NETWORKS. NEITHER VSP NOR HOOTSUITE WILL BE LIABLE FOR ANY SUCH ACTIVITIES NOR WILL SUCH ACTIVITIES, IN AND OF THEMSELVES, CONSTITUTE A BREACH BY VSP OR HOOTSUITE OF ITS OR THEIR OBLIGATIONS UNDER THIS AGREEMENT. The Hootsuite Services may include gateways,

links, or other functionality that allows Doctor and Doctor Affiliates to access third party services (“Third Party Services”) and third party content and materials (“Third Party Materials”). Neither VSP nor Hootsuite supplies nor is either responsible for any Third Party Services or Third Party Materials, which may be subject to their own licenses, end-user agreements, privacy and security policies, and terms of use. **ALL THIRD PARTY MATERIALS ARE PROVIDED AS-IS, WITHOUT WARRANTIES OF ANY KIND. NEITHER VSP NOR HOOTSUITE MAKES ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO ANY PRESENT OR FUTURE METHODOLOGY EMPLOYED IN ITS GATHERING OR REPRODUCING OF ANY THIRD PARTY MATERIAL, OR AS TO THE ACCURACY, CURRENCY, OR COMPREHENSIVENESS OF THE SAME.**

- 1.7 Limitation of Liability and Damages.** NEITHER PARTY NOR ITS VENDORS NOR ITS LICENSORS WILL HAVE ANY LIABILITY TO THE OTHER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, SALES, BUSINESS, DATA, OR OTHER INCIDENTAL, CONSEQUENTIAL, OR SPECIAL LOSS OR DAMAGE, INCLUDING EXEMPLARY AND PUNITIVE DAMAGES, OF ANY KIND OR NATURE RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, THE HOOTSUITE SERVICES, OR ANY SERVICES RENDERED UNDER THIS AGREEMENT. THE TOTAL LIABILITY OF EITHER PARTY AND ITS VENDORS AND LICENSORS TO THE OTHER PARTY OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT, THE HOOTSUITE SERVICES, AND ANY SERVICES RENDERED UNDER THIS AGREEMENT FOR ANY AND ALL CLAIMS OR TYPES OF DAMAGES WILL NOT EXCEED THE TOTAL FEES PAID HEREUNDER BY DOCTOR DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY.
- 1.8** In the event a claim of infringement is alleged against Doctor arising out of Doctor’s use of the Hootsuite Services, or if VSP or Hootsuite reasonably believes the services may infringe or misappropriate the intellectual property of a third-party, VSP or Hootsuite, in either’s discretion, may (i) modify the Hootsuite Services so that they no longer infringe or misappropriate, and/or (ii) obtain a license for Doctor’s continued use of the Hootsuite Services in accordance with this Agreement, and/or (iii) replace the Hootsuite Services with non-infringing products or services which are substantially similar in functionality and performance, or (iii) terminate Doctor’s sublicense of such Hootsuite Services upon written notice.
- 1.9 Major Upgrades and New Services.** From time to time, VSP may modify and/or may replace the Products or Services with similar or improved offerings.
- 1.10 Consideration.** As consideration for VSP’s providing the Products and/or Services described herein, Doctor agrees to provide to VSP, in a reasonable manner and to the extent reasonably requested by VSP, evaluation of the Products and/or Services.
- 1.11 Suspension of Service.** At its sole discretion, VSP, without limiting its other rights and remedies, may suspend delivery of Products and/or Services until such time, if any, that VSP, in its sole discretion, elects to resume providing the Products and/or Services.
- 1.12 Taxes.** Unless otherwise stated, VSP’s is not collecting any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales and use, or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Doctor is responsible for paying any and all Taxes associated with its receiving Products or Services hereunder. If VSP has the legal obligation to pay or collect Taxes for which Doctor is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Doctor, unless Doctor provides VSP with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, VSP is solely responsible for taxes assessable against it based on its income, property and employees.

2. TERM AND TERMINATION

- 2.1 Term of Agreement.** This Agreement commences on the Effective Date and continues until the first of the following conditions occurs:
- 2.1.1 Doctor fails to qualify for VSP’s Premier status; or
 - 2.1.2 VSP discontinues the Premier program; or

2.1.3 All underlying Product licenses or Service User subscriptions between VSP and Hootsuite have expired or been terminated.

2.2 Termination for Convenience. Either party may, upon written notice to the other, terminate this Agreement, effective upon thirty (30) days' written notice. VSP shall not be liable for any decisions by Hootsuite, Inc. to terminate the availability of, or services for, the Hootsuite Services.

2.3 Termination for Cause. Either party may terminate this Agreement for cause (i) upon 30 days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) immediately if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

2.4 Electronic Signature. The parties agree that an electronic signature, whether typed in or otherwise electronically included, in a cursive font or in any other font, in this Agreement shall be deemed acceptance by either or both parties, respectively, who have inserted their respective electronic signature(s).

WHEREFORE, the parties hereto have executed this Agreement on the date set forth above.

VISION SERVICE PLAN

DOCTOR

(sign) *Michelle Skinner*

(sign) _____

(print) Michelle Skinner

(print) _____

(title) Sr. Vice President, Omni-Channel Solutions

(title) _____

(date) October 20, 2017

(date) _____