

LIFECARE, INC.

SMALL/MID-SIZED BUSINESS (SMB) CLICK-THRU LIFEMART TERMS AND CONDITIONS

LifeCare, Inc. (“LifeCare”) is pleased that the SMB company completing this on-line process (the “Company”) desires to offer LifeMart services (“LifeMart” or the “Services”) its employees and their family members (“Participants”), subject to these Terms and Conditions (“Terms and Conditions” or the “Agreement”). These Terms and Conditions apply only to the Company and set forth the terms and conditions for the use of LifeMart. Please review the Terms and Conditions carefully and if the Company agrees to these Terms and Conditions, acknowledge the Company’s acceptance by checking the acceptance box below. If the Company does not agree to these Terms and Conditions, please do not accept them. If the Company does not accept these Terms and Conditions, the Company and the Participants will not be allowed to use the LifeMart Services. Accepting these Terms and Conditions is the first step in the process becoming a LifeMart customer. Once the Company has “Agreed” to these Terms and Conditions, the Company will be notified by email if it has been accepted as a LifeMart customer. Should it be determined that the Company will not be accepted as a LifeMart customer for whatever reason, the Company shall also be notified by email.

1. **LifeMart Services.** LifeCare shall provide the Company and its Participants located in the United States only access to LifeCare’s proprietary on-line discount center that offers Company and its Participants information, discounts, savings and/or cash-back offers on a variety of products and services offered through various discount vendors (“Discount Vendors”). LifeMart services will be accessible through a link provided to the Company by LifeCare. LifeCare shall not provide any customization of LifeMart whatsoever and shall not provide any reporting to the Company or Participants.

2. **Term and Termination.** The term of this Agreement shall be for one (1) year from the Effective Date (the “Initial Term”). Thereafter this Agreement shall automatically renew for additional one (1) year terms on the anniversary of the Effective Date (each a “Renewal Term”) unless either party shall provide the other with written notice of the desire not to renew the Agreement ninety (90) days prior renewal. LifeCare may terminate this Agreement upon any breach by Company and for its convenience upon ninety (90) days prior written notice. In the event of termination of this Agreement for any reason, the licenses granted hereunder shall terminate. Termination of the license(s) shall be in addition to and not in lieu of any additional remedies available to LifeCare.

3. **No Fees.** The Services shall be provided free of charge.

4. **The License.** During the term hereof, subject to and in accordance with the terms and conditions hereof, and further subject to payment of all Fees (if any) to LifeCare hereunder, LifeCare hereby grants to Company a non-exclusive, non-sublicensable, non-transferable, license to use LifeMart solely in connection with the delivery of the Services to Participants. Any rights not granted herein are reserved to LifeCare. The Company shall not and shall not permit any third party to copy, translate, modify, enhance, adapt, decompile, disassemble or reverse engineer LifeMart either during the Term or after the termination of this Agreement. The Company agrees that they will not sell, transfer or assign or provide or permit access to LifeMart to any other person or entity. Nothing contained herein shall be construed as providing Company with any exclusive use of or rights to LifeMart. LifeCare may terminate this license if the Company breaches the terms of this Agreement.

5. **Ownership of Materials.** Company acknowledges and agrees that all right, title and interest, including worldwide ownership of proprietary rights, in and to the Services, LifeCare.com, LifeMart, and any and all other LifeCare materials (collectively “LifeCare Materials”) provided by LifeCare to the Company or Participants hereunder, including any modifications, upgrades or enhancements thereto and all copies thereof are and shall at all times remain the property of LifeCare (or other respective third party owners from whom LifeCare licenses such materials). Neither the Company, nor the Participants shall have any rights or interests in or to the LifeCare Materials other than the rights granted herein.

6. **Trademarks; Third Party Materials.** All LifeCare trademarks (“LifeCare Trademarks”) and trade names are owned by LifeCare. Trademarks and trade names of any Discount Vendor are owned by the applicable Discount Vendor (“Third Party Trademarks”). Use of LifeCare Trademarks is not permitted without LifeCare’s prior written consent in each instance of use. Use of Third Party Trademarks is expressly prohibited.

7. **DISCLAIMERS.** EXCEPT AS EXPRESSLY CONTAINED HEREIN TO THE FULLEST EXTENT PERMITTED BY LAW, LIFECARE MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE SERVICES OR THE PRODUCTS OR SERVICES OF DISCOUNT VENDORS. LIFECARE DOES NOT WARRANT THAT ACCESS TO, OR USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. LIFECARE EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. DISCOUNT VENDORS ARE INDEPENDENT ENTITIES AND ARE NOT OWNED BY LIFECARE NOR ARE THEY LIFECARE’S SUBCONTRACTORS. PARTICIPANTS ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM THEIR USE OF THE SERVICES AND THE PRODUCTS AND SERVICES OF DISCOUNT VENDORS.

Company acknowledges and agrees that LifeCare is not responsible for the availability of Discount Vendor sites, and does not endorse and is not responsible or liable for any content, accuracy, quality, price, delivery, advertising, products, or other materials on or available from Discount Vendors, and LifeCare hereby disclaims any such responsibility or liability. All complaints or issues regarding any goods or services (including shipping issues) should be directed by the Participant to the Discount Vendor. All fees and costs associated with the

goods and services purchased through LifeMart are the responsibility of the purchaser. Discount Vendors' coupons or offerings may be time sensitive and all coupons offered are void after the expiration date and/or if altered.

8. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LIFECARE BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF OR RELATING TO THE SERVICES (EVEN IF LIFECARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). TO THE EXTENT ALLOWED BY APPLICABLE LAW, LIFECARE'S MAXIMUM CUMULATIVE LIABILITY IN CONNECTION WITH THE SERVICES AND THE EXCLUSIVE REMEDY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO ONE HUNDRED (\$100.00) DOLLARS.

9. **Confidentiality.** Both parties agree that pursuant to this Agreement, each party shall be provided with or given access to information, verbally, in writing or other tangible form that is proprietary and confidential to the other party ("Confidential Information"). Each party agrees not to disclose the Confidential Information of the other and use reasonable care in protecting the other's Confidentiality Information from disclosure. Recipient may disclose Confidential Information as may be required by law. The party disclosing Confidential Information (the "Discloser") agrees that the receiving party ("Recipient") shall have no obligation with respect to any information which the Recipient can establish: (i) was or becomes publicly known through no wrongful act of Recipient or a third party; (ii) was rightfully obtained by Recipient from a third party; or (iii) was independently developed by the Recipient without the use of any Confidential Information. Confidential Information shall be returned to the Discloser upon request. The terms of this Paragraph shall survive the termination of this Agreement.

10. **Injunctive Relief.** Each Party recognizes that its breach of Paragraphs 4, 5, 6 and 9 hereof may give rise to irreparable injury to the non-breaching party and acknowledges that remedies other than injunctive relief may not be adequate. Accordingly, in the event a breach or threatened breach of Paragraphs 4, 5, 6 or 9 hereof, the non-breaching party has the right to equitable and injunctive relief to prevent the breach or suspected breach of any of its proprietary rights. The terms of this Paragraph shall survive the termination of this Agreement.

11. **Miscellaneous.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter. This Agreement shall prevail over terms and conditions (if any) on any purchase orders or other documents. This Agreement may not be assigned by Company without the prior written consent of LifeCare. Any provisions of this Agreement which must survive to give meaning to their terms shall survive the termination of this Agreement. This Agreement shall not be modified except by a written agreement and signed by both parties. Neither party shall use the other's name for any purpose without prior written consent. Failure of LifeCare to exercise or enforce a right hereunder shall not be deemed a waiver of such right. If any provision of this Agreement is held unenforceable, the remaining provisions shall be enforced to the fullest extent permitted by law. All notices to be given hereunder must be given by Certified US Mail, recognized national overnight courier service, or fax with proof of transmission, to the addresses of a party set forth herein. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, without giving effect to principles of conflicts of laws. Any dispute arising hereunder shall be adjudicated exclusively in the Federal and State Courts located in Connecticut, as to which courts the parties waive any claim of inconvenient forum. Company agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this Agreement or the Services must be filed within one (1) year after such claim or cause of action arose or be forever barred. Accepting these Terms and Conditions has been duly authorized and constitutes the legal, valid and binding obligation of the Company. Electronic acceptance of this Agreement by the Company shall be deemed an original signature for the purpose of this Agreement.

12. **Agreement.**

By checking the acceptance box below, the Company unconditionally agrees to these Terms and Conditions and agrees that the individual agreeing to these Terms and Condition has the authority to do so.