

Products and Services Agreement - SwervePay Health

Agreement dated as of {{{Agreement.Date}}} ("Effective Date"), by and between {{{Customer_Legal_Name}}>("Customer"), and SwervePay, LLC, an Illinois limited liability company, whose address is 38896 N. Cedarcrest Drive, Lake Villa, Illinois 60046 ("SP"), under which SP will license or otherwise make available to Customer one or more of the products and services below (collectively, the "Products and Services").

Confidential Information. Any specific transactional data of Customer that becomes known to SP will be considered as confidential information, and maintained as secure and confidential data.

Payment. Set forth on Exhibit A (the terms of which are incorporated by reference herein and made a part hereof) are the Products and Services that shall be licensed by Customer from SP as of the Effective Date, as well as the initial pricing thereof (subject to adjustment as provided elsewhere herein). Should Customer wish to add Products and Services such addition shall be made by amendment to Exhibit A either by written agreement signed by SP and Customer or by e-mail from one party to the other acknowledged by reply e-mail. SP shall have the right from time to time to increase the prices called for on Exhibit A on thirty (30) days' prior notice to Customer (either by e-mail or written notice), which shall be effective should Customer not object to such price increase within such thirty (30) day period; should customer object to such price increase on a timely basis, then at SP's option, to be delivered in writing or by e-mail, such price increase shall be rescinded retroactive the original notification, subject to SP's right to terminate this Agreement as set forth below. Fixed monthly fees are charged monthly in advance. Charges that are based on usage, such text messages or transaction fees, are billed as soon as practicable following the end of the month. No objection to charges will be valid if not provided by notice to SP within thirty (30) days of the date of the applicable invoice or charge by SP. SP will investigate such charges, which shall remain due and payable (and not subject to set off or deduction) until such point in time, if any, that SP advises Customer to the contrary. Customer agrees to an automatic debit to ACH to settle billings; there shall be no separate invoice sent.

Ownership of Technology. The Products and Services provided by SP to Customer pursuant to this Agreement, including the use of software provided by SP are licensed to Customer under this Agreement and remain the sole property of SP, including but not limited to all intellectual property rights, object code, software code, trademarks, copyrights and patents associated therewith. Customer agrees not to disassemble or reverse engineer any of the software provided by SP or used by SP in delivery of Products and Services to Customer. Nothing in this Agreement shall grant Customer any ownership rights to this property. Certain Products and Services utilize licensed third-party proprietary code via application programming interfaces or open source libraries. SP is owner of the trademark "SwervePay" and associated logos and other trademarks (collectively the "Marks"). Customer agrees to not use the Marks or any trademarks or service marks confusingly similar to the Marks without SP's prior written consent. Any license or right to use the Products and Services in favor of Customer is limited to Customer's use of the same for its internal purposes only, with such license or right to use expressly excluding, without limitation, any reproduction, duplication, sale, resale or other commercial use of the Products and Services or Website (as hereinafter defined) other than for the uses contemplated herein.

Limitation of Liability and SP Disclaimers. The Products and Services, including all information, content, materials, products (including software) and services included on or otherwise made available to Customer through SP are provided by SP on an "as is" and "as available" basis, unless otherwise specified in writing. SP makes no representations or warranties of any kind, express or implied, as to the operation of its software or any internet site used for the delivery of Products and Services to Customer, or the information, content, materials, products (including software) or services included on or otherwise made available to Customer through SP or any of its Affiliates, unless otherwise specified in writing. Customer expressly agrees that Customer's use of Products and Services is at Customer's sole risk. To the full extent permissible by applicable law, SP disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. SP does not warrant that Products and Services, including any information, content, materials, products (including software) or services included on or otherwise made available to Customer through SP's Products and Services, its servers; or electronic communications sent from SP are free of viruses or other harmful components. SP will not be liable for any damages of any kind arising from the use of Products and Services or from any information, content, materials, products (including software) or services included on or otherwise made available to Customer through Products and Services, including, but not limited to direct, indirect, incidental, punitive, and consequential damages, unless otherwise specified in writing signed by SP. Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to Customer, some or all of the above disclaimers, exclusions, or limitations may not apply to Customer, and Customer might have additional rights.

Use of Website. SP maintains the website "SwervePay.com" and may hereafter maintain other websites in the future, including but not limited to any website established to support this Agreement (collectively, the "Website"). Any use by Customer of the Website shall be subject to all terms and conditions for users as set forth on the Website (including but not all user policies and guidelines), the terms and conditions of which are incorporated by reference herein and made a part hereof as if fully rewritten. Should SP provide any password to Customer to the Website (individually or collectively, the "Password"), the Password may only be used in connection with authorized transactions as permitted hereunder and under the Website. Customer is solely responsible for maintaining the security of the Password. Customer will not disclose the Password to any third-party and will ensure that Customer's employees provided access to the Password maintain the confidentiality of the Password, with Customer to be liable for any unauthorized use of the Password by any person or entity. If the Password is compromised, Customer agrees to immediately notify SP on learning of the same. Much of the information on the Website is updated on a real time basis and is proprietary of or is licensed to SP or third-parties. Customer agrees that: it will not: take any action that imposes or may impose in SP's sole discretion, an unreasonable or disproportionately large load on its infrastructure; copy, reproduce, modify, create derivative works from, distribute or publicly display any content; or interfere or attempt to interfere with any proper working of the Website or any activities conducted on the Website.

The Website, Products and Services may be used only for lawful purposes and in a lawful manner, with Customer agreeing to comply with all applicable laws, rules and regulations in its dealings with any of SP, the Websites, the Products and Services. SP reserves the right to report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators or other third-parties. SP may access and disclose any information it considers necessary and appropriate, including without limitation, user contact details, IP addressing and traffic information, usage history and posted content.

Hold Harmless. Customer agree not to use Products and Services in violation of any local, state or Federal laws, rules or regulations, and agrees to indemnify, defend and hold SP harmless from and against any claims brought against SP or any of its Affiliates arising from any alleged improper or illegal use of any of the Products and Services provided to Customer by SP or any of its Affiliates. For the purposes of this Section 6, "claims" means losses, actions, liabilities, damages, expenses, reasonable attorneys' fees and court costs.

Customer agrees not to use Products and Services in violation of any local, state or Federal laws, rules or regulations, or orders, including, but not limited to the Telephone Consumer Protection Act of 1991 ("TCPA") and its related July 10, 2015 Omnibus Ruling, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its related Rules and Regulations, the Fair Debt Collection Practices Act ("FDCPA") and its state or local law equivalents, and agrees to indemnify, defend and hold SP and its Affiliated Entities (defined below) harmless from and against all Losses (defined below) that are incurred, suffered or paid, directly or indirectly, by any of them in connection with, arising out of or resulting from any claim alleging improper or illegal use of any of the Products and Services provided to Customer or any of Customer's clients (or to persons or entities that Customer has directed or retained SP to contact on Customer's behalf) by SP or any of its Affiliated Entities, including but not limited to any claims arising from following the direction of Customer for communications to its clients as to frequency of sending messages by any medium, including but not limited to text, e-mail, facsimile or paper regarding any matter, including but not limited to past due sums, deposits for anticipated procedures, estimates of cost of procedures, appointment reminders, payment receipts or other communications. For purposes of Section 6, indemnification of SP and its Affiliated Entities includes, but is not limited to payment by Customer of any judgment, settlement, claim, penalties and costs, interest, reasonable attorneys' fees and cost of defense, if SP or an Affiliated Entity is named as a party to any action or suit related to delivery of communications to a Customer client or otherwise subject to this indemnification. In such an event, SP and its Affiliated Entities shall have the option at any time of either being defended by Customer's counsel or providing their own defense to the action (subject to regular monthly reimbursement from Customer for costs and fees incurred, regardless of the outcome of such action). For purposes of this Section 6: (i) "Losses" means any and all losses, liabilities, damages, penalties, obligations, awards, fines, deficiencies, demands, interest, costs and expenses (including reasonable attorneys' fees, consultants' fees and other professional fees and disbursements); and (ii) "Affiliated Entity" shall mean any "affiliate" of SP (as such term is construed under Rule 405 promulgated under the Securities Act of 1933), as well as, without limitation, any independent contractor, business partner, solution extender, or service provider under contract with SP that assists SP in delivering any of the Products or Services provided by SP pursuant to this Agreement.

No Liability for Force Majeure Events. Neither Party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), labor strife, internet failure, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

Term and Termination. Payment and pricing terms may not be modified by SP without prior thirty (30) days' written notice. This

Agreement shall be for an initial term of one year from the Effective Date and shall be automatically renewable for successive one-year periods unless either party delivers notice of non-renewal to the other party not less than sixty (60) days prior to the end of the initial term or renewal term then in effect. All rights and obligations of the parties accrued during the initial term or any renewal term of this Agreement shall survive any termination of this Agreement. Dispute Resolution. This Agreement shall be governed by the laws of the State of Illinois. Except as noted below, any dispute or claim arising out of or relating to this Agreement or the breach thereof shall be settled by binding arbitration in accordance with the Commercial Arbitration rules of the American Arbitration Association ("AAA") with an arbitrator selected in accordance with the rules of the AAA, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitration proceeding shall take place and the arbitration award given in writing in the City of Chicago, Illinois. In the event of any litigation or arbitration to interpret or enforce any of the provisions of this Agreement, the prevailing party shall be entitled to recover all costs and expenses associated with the proceeding, including arbitrator compensation and all attorney's fees and expert witness fees and other costs reasonably incurred in such litigation or arbitration. Neither party shall have any liability to the other for any lost profits, lost revenues, incidental or consequential damages, or for punitive damages. SP shall have the right to injunctive relief without the necessity of posting bond to enforce any of its rights set forth in Section 3 hereof, and Customer consents to the exclusive venue and jurisdiction of the state or federal courts situated in Cook County, Illinois for the resolution of any such dispute.

Miscellaneous. This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof, and cannot be modified unless in writing and signed by the parties. This Agreement is not assignable by Customer without the prior written consent of SP. This Agreement may be executed in several counterparts, whether by original, photocopy, e-mail PDF format or facsimile, all of which when taken together will constitute one valid, binding agreement among the parties. No waiver by a party of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision hereof. Any notice hereunder shall be deemed given: when delivered personally; or one (1) business day after when sent via Federal Express (overnight or same day service) or other bonded next day courier service addressed to the party as called for herein as set forth below (or as other provided by notice by the party entitled to notice); or three (3) business days after sent by certified or registered mail, postage prepaid and addressed to the party entitled to notice; or same day if sent by e-mail to the party at the e-mail address set forth below (to the extent this Agreement expressly calls for e-mail delivery), or such other e-mail address as the party entitled to notice shall provide to the other party.

No inference in favor or against any party shall be drawn based upon who served as principal draftsman of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement, to be effective as of the Effective Date.

Customer Information:

Business Name: {{{Customer.Legal.Name}}}

Signature: {{{Customer.Signor}}}

Full Name: {{{Customer.Signor}}}

Email Address: {{{Customer.email}}}

Title: {{{Customer.Signor.Title}}}

Business Address: {{{Business_Address}}}

SwervePay, LLC

Signed by: Jaeme Adams

Title: CEO

Email: legal@swervepay.com

Address: SP North

38896 N. Cedarcrest Dr.

Lake Villa, IL 60046

