EXECUTING THIS AGREEMENT:

We encourage you to review the ServOP Software Service Agreement ("AGREEMENT") below.

If you access or use the SOFTWARE SERVICE in any manner whatsoever, then you acknowledge that you are bound by the terms of this agreement.

This AGREEMENT is entered into by and between Service App, LLC ("ServOP"), a Maryland Limited Liability Company, and a business or individual ("SUBSCRIBER"), collectively referred hereinafter as the PARTIES.

Now therefore, in consideration of the mutual covenants set forth herein, the PARTIES agree as follows:

Article I - Definitions

AUTOMATED CLEARING HOUSE ("ACH") shall mean the electronic network for financial transactions in the United States, which is used to process consumer payments directly from their bank checking accounts. This is referred to outside the United States by other terms, such as "PAP" and "DDA".

1.   BUSINESS MODE shall mean SUBSCRIBER's use of the SOFTWARE SERVICE as an administrative user to input, review, and maintain SUBSCRIBER DATA, including information for public view by SUBSCRIBER's customers, if and when such capabilities for consumer use are implemented.

2.   CARDHOLDER DATA shall mean credit card numbers, expiration dates, billing addresses, and cardholder names of SUBSCRIBER's customers.

3.   COMPILED DATA shall mean a portion of SUBSCRIBER DATA, excluding CARDHOLDER DATA, aggregated with data obtained from other ServOP subscribers for the purposes of, among other things, producing indices, statistics, summaries, and industry reports for use by ServOP subscribers. COMPILED DATA shall not reveal proprietary or identifying information about SUBSCRIBER or SUBSCRIBER's customers.

4.   CONFIDENTIAL INFORMATION shall have the meaning provided in Article VII.

5.   CONSUMER USE shall mean SUBSCRIBER's use of the SOFTWARE SERVICE to enable SUBSCRIBER to publicly display SUBSCRIBER PUBLIC DATA, such as class and appointment schedules, and products and services on SUBSCRIBER's website, if and when such services become available.

6.   EFFECTIVE DATE shall mean the earlier of (i) two (2) weeks from the date of purchase of the SOFTWARE SERVICE or (ii) the first date on which SUBSCRIBER uses SOFTWARE SERVICE, unless separately arranged between the parties in writing.   The subscription shall renew each month on the same day of the month.

7.   INTEGRATED MERCHANT ACCOUNT shall mean an optional service that allows the SOFTWARE SERVICE to process credit card and ACH payments.  ServOP shall utilize a THIRD PARTY credit card processing service that meets all reliability standards reasonably utilized in the industry.

8. MONTHLY SUBSCRIPTION FEE shall mean the monthly fee for the SOFTWARE SERVICE as set forth in the RECEIPT.

9. ONSITE TRAINING shall mean training provided by ServOP to SUBSCRIBER at SUBSCRIBER's facilities for an additional fee. ONSITE TRAINING is only available in certain geographical areas, as determined by ServOP in its sole discretion.

10. PCI DSS shall mean the requirements of the Payment Card Industry Data Security Standard, as detailed on https://www.pcisecuritystandards.org/, and as may be updated from time to time. ServOP shall utilize Braintree and Chargebee for credit card transactions.  Braintree's security information is available at the following link:  https://www.braintreepayments.com/developers/security.  Chargebee's security information is available at:  https://www.chargebee.com/privacy.html

11. RECEIPT shall mean the receipt received by SUBSCRIBER via email at the time SUBSCRIBER received this AGREEMENT describing the SOFTWARE SERVICE and MONTHLY SUBSCRIPTION FEE.

12. STARTUP TRAINING shall mean resources and training provided by a ServOP professional trainer to SUBSCRIBER while SUBSCRIBER is in the process of implementing the SOFTWARE SERVICE. Such training is delivered via telephone and optional Internet link and may include an additional fee.

13. REPRESENTATIVES shall have the meaning provided in Article VII.

14. SCHEDULED MAINTENANCE shall mean periodic planned SOFTWARE SERVICE outages expected to be less than three (3) hours in duration, as may be necessary from time to time to maintain optimum system performance, and which are announced in advance by ServOP.

15. SERVICES shall mean optional offerings available from ServOP such as data imports, supplemental trainings, and other services not required to use SOFTWARE SERVICE.

16. SOFTWARE SERVICE shall mean the ServOP SOFTWARE SERVICE identified in the RECEIPT as the service purchased by SUBSCRIBER subject to this AGREEMENT, and is priced according to the quantity and size of SUBSCRIBER business units and locations. The SOFTWARE SERVICE includes any users guide, multimedia content, and relevant documentation made available through the SOFTWARE SERVICE and ServOP's website, and any other materials provided to SUBSCRIBER by ServOP pursuant to this AGREEMENT.

17. SUBSCRIBER'S CUSTOMERS shall mean the businesses or individuals scheduling and purchasing products and services from SUBSCRIBER.

18. SUBSCRIBER DATA shall mean any data stored by SUBSCRIBER on ServOP's host computer system using the SOFTWARE SERVICE, including CARDHOLDER DATA entered by SUBSCRIBER using the SOFTWARE SERVICE. This data is the sole property of SUBSCRIBER and shall be held confidential by ServOP in accordance with the terms and conditions of Article VII of this Agreement.

19. SUBSCRIBER PUBLIC DATA shall mean that portion of SUBSCRIBER DATA that SUBSCRIBER wishes to display, such as schedules, and products and services for sale to consumers.

Article II - Description of SOFTWARE SERVICE

1. Operation, Maintenance, and Security of SOFTWARE SERVICE

   a. ServOP will operate and maintain the SOFTWARE SERVICE. ServOP reserves the right to replace, modify, and/or upgrade the SOFTWARE SERVICE purchased by SUBSCRIBER in its sole discretion, and will notify SUBSCRIBER of any pending user interface changes resulting from such replacements, modifications, and upgrades at least three (3) days in advance of releasing such change. Any replacement or upgrade to such SOFTWARE SERVICE shall be treated as part of the SOFTWARE SERVICE for the purpose of this AGREEMENT.

   b. ServOP will provide all equipment, software, and security services necessary for the operation and maintenance of its host computer system. ServOP reserves the right to change the configuration of its host computer system and change or delete equipment or software at any time.

   c. ServOP will provide sufficient bandwidth and processor capability to enable SUBSCRIBER to utilize SOFTWARE SERVICE.

2. Ownership, Maintenance and Use of SUBSCRIBER DATA

   a. SUBSCRIBER DATA is owned by the person(s) identified during the acceptance of this AGREEMENT. Further, the person(s) who provides payment for the SOFTWARE SERVICE and other services may or may not be the owner of SUBSCRIBER DATA. In the event of an ownership dispute, ServOP, at its sole discretion, reserves the right to restrict access to the SOFTWARE SERVICE solely for the purpose of resolving such ownership dispute. SUBSCRIBER agrees that it is their responsibility to provide proper documentation to ServOP in order to resolve any ownership dispute. SUBSCRIBER further agrees that ServOP has no responsibility to determine proper ownership in the event of an ownership dispute.

   b. Subject to the provisions of Article II, 5 below, SUBSCRIBER shall own SUBSCRIBER DATA at all times.

   c. SUBSCRIBER is solely responsible for the operation and maintenance its use of SOFTWARE SERVICE, including, but not limited to all SUBSCRIBER DATA entered and DATA that appears publicly, if any. SUBSCRIBER shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability and appropriateness of SUBSCRIBER DATA and SUBSCRIBER PUBLIC DATA. SUBSCRIBER warrants to ServOP that SUBSCRIBER DATA and SUBSCRIBER PUBLIC DATA does not violate applicable law or the rights of any third party.

   d. SUBSCRIBER may have ability to enable or disable public access to SUBSCRIBER DATA. For assistance in these settings, SUBSCRIBER may contact the ServOP Customer Service Team at (888)535-1530.

3. Security of CARDHOLDER DATA

   a. ServOP expressly disclaims any and all liability for SUBSCRIBER's handling of CARDHOLDER DATA. ServOP recommends that when handling CARDHOLDER DATA, SUBSCRIBER follow the requirements of the PCI DSS. In connection with SUBSCRIBER's

use of the SOFTWARE SERVICE, SUBSCRIBER shall follow the Cardholder Data Recommended Practices attached hereto as Exhibit B, as may be updated from time to time.

b. ServOP shall utilize a THIRD PARTY merchant account operators to manage CARDHOLDER DATA. SUBSCRIBER is responsible for compliance with the terms of the THIRD PARTY user agreement. https://www.braintreepayments.com/developers/security and https://www.**chargebee**.com/**privacy**.html.

4. Access to SUBSCRIBER DATA

a. SUBSCRIBER may download portions of the SUBSCRIBER DATA directly from the SOFTWARE SERVICE by using available reporting and exporting tools, if any, provided by ServOP within the SOFTWARE SERVICE.

b. SUBSCRIBER is responsible for maintaining the security of any copy of the SUBSCRIBER DATA received pursuant to this Article II, 4.

5. ServOP RESEARCH - Ownership and Access to COMPILED DATA

a. ServOP will compile aggregate components of SUBSCRIBER DATA (excluding the CARDHOLDER DATA) together with information received from ServOP's other subscribers to create COMPILED DATA.

b. ServOP agrees that COMPILED DATA will be presented in an aggregate manner only and will not reveal proprietary or personal, identifying information about SUBSCRIBER or SUBSCRIBER'S CUSTOMERS.

c. SUBSCRIBER acknowledges and agrees that COMPILED DATA is owned solely by ServOP, and will be used by ServOP, in part, in connection with its research and development.

Article III- Other Services

1. The following SERVICES are included in the fees set forth in Article IV, 1:

a. Data Import. SUBSCRIBER may elect in writing to ServOP to have ServOP import SUBSCRIBER's CUSTOMERS names and contact information upon startup of the SOFTWARE SERVICE. This election must be made within thirty (30) days of the EFFECTIVE DATE. If SUBSCRIBER makes this election, then the following will apply:

i. ServOP will provide a one-time importation of SUBSCRIBER'S CUSTOMERS names, notes and contact information from any single open database format, including, but not limited to .txt, .xls., and .csv.

ii. SUBSCRIBER will provide ServOP with its customer names and contact information in an open, unlocked, un-password protected format within thirty (30) days of the EFFECTIVE DATE.

iii. ServOP provides no guarantee that one-time importation assistance will resolve all issues relating to importation of subscriber data. Successful importation of data is

affected by the quality, format and other factors outside of ServOP's control. ServOP will make a single one-time attempt at importation.

iv. ServOP will provide training sessions not to exceed the following durations per business location identified:

v. One (1) Fifteen (15) minute Introductory call;

vi. One (1) Fifty (50) minute software setup training;

vii. Online webinar training sessions when available;

viii. Two (2) Fifteen (15) minute Check in calls;

ix. ServOP reserves the right to modify the minimum training sessions as it deems necessary, in its sole discretion.

Article IV - Payment

1. Fees & Payment Options

   a. SUBSCRIBER shall pay ServOP the fee identified on the RECEIPT.

   b. By executing this agreement, SUBSCRIBER is authorizing ServOP to collect the MONTHLY SUBSCRIPTION FEE via automatic ACH payment from SUBSCRIBER's checking account or direct charge to SUBSCRIBER's credit card.

2. Changes in Fees. The MONTHLY SUBSCRIPTION FEE shall remain unchanged through the first month from the EFFECTIVE DATE, providing the size and quantity of SUBSCRIBER business units and locations remains unchanged. ServOP reserves the right to change the MONTHLY SUBSCRIPTION FEE at any time following thirty (30) days service from the first EFFECTIVE DATE (the date of the month that service began), provided that ServOP shall give SUBSCRIBER at least thirty (30) days advance written notice of any change in such fees.

3. Payment Terms. All amounts set forth in this article shall be due and payable when specified in this AGREEMENT. Any payment not received within thirty (30) days of the applicable due date is a breach of this AGREEMENT and ServOP shall be entitled to terminate this AGREEMENT as provided below, and to deactivate SUBSCRIBER's account with ServOP. In the event that ServOP deactivates SUBSCRIBER's account for late payment and ServOP decides to reactivate such account at SUBSCRIBER's request, SUBSCRIBER shall pay ServOP a one hundred and fifty dollar ($150) reactivation fee per SUBSCRIBER database prior to any such reactivation.

Article V - Intellectual Property

1. ServOP Intellectual Property. ServOP shall have sole and exclusive ownership of all right, title, and interest in and to:

   a. The SOFTWARE SERVICE (including any ServOP provided images, photographs, animations, video, audio, music, text, and applets);

b. All derivatives, modifications and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), subject only to the rights and privileges expressly granted to SUBSCRIBER herein by ServOP;

c. The COMPILED DATA. This AGREEMENT does not provide SUBSCRIBER with title or ownership of the SOFTWARE SERVICE, the COMPILED DATA, or any components thereof, but only a right of limited use as specified in Article VI.

2. SUBSCRIBER Intellectual Property. SUBSCRIBER shall have sole and exclusive ownership of all right, title, and interest in all SUBSCRIBER DATA.

Article VI - License

1. Rights Granted. In addition to the limited license granted by ServOP to SUBSCRIBER as to the use of the COMPILED DATA provided in Article II, 5 above, ServOP grants SUBSCRIBER a non-exclusive, non-transferable right to access, use, display, run, or otherwise interact with the SOFTWARE SERVICE subject to the terms and conditions set forth in this AGREEMENT. ServOP grants SUBSCRIBER'S CUSTOMERS the right to use the SOFTWARE SERVICE to schedule services and for any other use that ServOP shall make available.

2. SUBSCRIBER acknowledges and agrees that the SOFTWARE SERVICE is licensed on a per SUBSCRIBER basis, and the rights of any licensed user to access and/or utilize the SOFTWARE SERVICE may not be shared between SUBSCRIBER and any third party or used by any third party.

3. Limitation on Rights Granted. ServOP reserves all rights not expressly granted herein.

4. Restrictions. SUBSCRIBER shall not, in whole or in part, directly or indirectly: (a) reverse engineer, disassemble, decompile, translate, reproduce, modify, alter or otherwise attempt to access or derive the source code or the underlying ideas, algorithms, structure or organization of the SOFTWARE SERVICE or reduce the SOFTWARE SERVICE to a human-perceivable form; (b) remove any copyright notices, logos, identification or any other proprietary notices from the SOFTWARE SERVICE; (c) make any change to the SOFTWARE SERVICE or create any derivative works thereof; or (d) publish, sell, rent, lease, sublicense, transfer, transmit, resell, or distribute the SOFTWARE SERVICE or any part thereof.

Article VII - Confidentiality

1. CONFIDENTIAL INFORMATION. For the purposes of this Article VII, CONFIDENTIAL INFORMATION shall include the SOFTWARE SERVICE, the SUBSCRIBER DATA, and any accompanying or related documentation. CONFIDENTIAL INFORMATION does not include information which is:

a. Developed by the non-disclosing party independently of the disclosing party as supported by the non-disclosing party's written records;

b. Rightfully obtained without restriction by the non-disclosing party from a third party;

c. At the time of disclosure or thereafter becomes publicly available other than through the fault or negligence of the non-disclosing party;

d.    Released without restriction by the disclosing party to anyone including the U.S. Government as supported by the non-disclosing party's written records; and

e.    Known to the non-disclosing party at the time of disclosure as supported by the non-disclosing party.

2.    Protection of CONFIDENTIAL INFORMATION

a.    During the term of this AGREEMENT and for a period of five (5) years after its termination or expiration, the PARTIES agree they shall not disclose any of the CONFIDENTIAL INFORMATION in any manner whatsoever, except as provided in subparagraphs (b) and (c) below, and shall hold and maintain the CONFIDENTIAL INFORMATION in strictest confidence.

b.    A party may disclose CONFIDENTIAL INFORMATION to such party's directors, officers, employees, agents; and financial, legal, other advisors and affiliates (collectively, REPRESENTATIVES) with a bona fide need to know such CONFIDENTIAL INFORMATION, but only to the extent necessary to evaluate or carry out the terms of this AGREEMENT and only if such REPRESENTATIVES are advised of the confidential nature of such CONFIDENTIAL INFORMATION and the terms of this AGREEMENT and are bound by a written agreement or by a legally enforceable code of professional responsibility to protect the confidentiality of such CONFIDENTIAL INFORMATION. Further, the PARTIES acknowledge and agree that nothing in this Article VII shall prohibit the collection, compilation and distribution of any COMPILED DATA by ServOP in accordance with Article II, 5 of this AGREEMENT.

c.    A party may disclose CONFIDENTIAL INFORMATION if and to the extent that such disclosure is required by court order, provided that such party provides the other party a reasonable opportunity to review the disclosure before it is made and to interpose its own objection to the disclosure.

d.    The CONFIDENTIAL INFORMATION is being disclosed to the PARTIES and the PARTIES receive the CONFIDENTIAL INFORMATION solely for the purpose stated herein and specifically agree not to use the CONFIDENTIAL INFORMATION for any other purpose.

Article VIII - Interoperability Requirements

1.    SUBSCRIBER Responsibilities

a.    SUBSCRIBER will maintain the functional operation of all of its workstations, networks, and Internet connections necessary to ensure proper operation of the SOFTWARE SERVICE, including installation and operation of any associated operating system and web browser according to applicable manufacturer specifications and recommendations.

b.    Prior to contacting ServOP concerning connectivity problems, SUBSCRIBER shall verify that it is able to properly connect to the Internet by verifying navigation through common sites, such as www.cnn.com or www.google.com, and verify that it is running the most recent release of Internet Explorer, Mozilla Firefox, Chrome or Safari.

2. Technical Requirements. The communications and network interoperability for the SOFTWARE SERVICE require a high-speed Internet connection and the following web browsers only:

   a. For Personal Computers/Windows: Internet Explorer version 9.0 or greater; and

   b. For Macintosh Computers: MAC OS X running Safari.

Article IX - Limited Warranty/Limitation on Liability

1. SOFTWARE SERVICE Warranty

   a. ServOP warrants that the SOFTWARE SERVICE shall be 99.9% available twenty-four (24) hours per day, seven (7) days per week, three-hundred and sixty-five (365) days per year. This translates to eight (8) hours and forty-five (45) minutes of unplanned outage time per year. Our server inventory will be expanded as determined by ServOP to accommodate the SUBSCRIBER's progressive data expansion. Hardware expansion will aid to keep up with the needs of SUBSCRIBER so that the SUBSCRIBER's site performance will not be slowed by either the SUBSCRIBER's data expansion or the addition of new subscribers to the ServOP servers.

   b. If the cumulative service level for the SOFTWARE SERVICE drops below 99.9% for any year of service, as determined on each anniversary of the EFFECTIVE DATE, ServOP may credit SUBSCRIBER with additional complimentary service as determined by ServOP. In order to receive any credit of free service pursuant to this Article IX, SUBSCRIBER shall notify ServOP in writing no later thirty (30) days after the end of the contract month in which the availability of the SOFTWARE SERVICE fell below the warranted level of SUBSCRIBER's intent to collect any service credit related to such shortcoming in availability during the following month of service. To the extent ServOP does not receive timely notice from SUBSCRIBER as provided in this paragraph,

      i. ServOP shall have no further obligation to provide SUBSCRIBER any free service or any other compensation; and

      ii. SUBSCRIBER shall be deemed to have waived and released ServOP as to any and all claims related to its use or non-use of the SOFTWARE SERVICE as to the applicable month.

   c. SUBSCRIBER shall not receive any credit or refund under this Article IX in connection with any failure or deficiency caused by or associated with any of the following:

      i. Circumstances beyond ServOP's reasonable control, including, but not limited to, war, insurrection, sabotage, terrorism, armed conflict, embargo, fire, flood, earthquake, Internet virus, or denial of service attacks;

      ii. Major telecommunications or Internet failure outside of ServOP's control;

      iii. Acts or omissions of SUBSCRIBER, its employees, or its agents, including, without limitation, custom scripting or coding, any negligence, willful misconduct, or use of the SOFTWARE SERVICE outside the scope of this AGREEMENT; and

iv. SCHEDULED MAINTENANCE conducted between the hours of 9 PM and 9 AM in the Eastern Time Zone and SUBSCRIBER is notified at least forty-eight (48) hours in advance of such SCHEDULED MAINTENANCE.

2. ServOP shall make reasonable effort for functionality that requires nightly scripts (e.g., Auto Emails, suspension lifts, and maintenance on expired series) to finish by 5:00 am of their scheduled date (in an effort to run them off peak hours). If any of the ServOP nightly scripts do not finish their scheduled date, then ServOP will attempt to notify the SUBSCRIBER of the delay and forecasted completion date of the nightly scripts via email. SUBSCRIBER understands and acknowledges that the timely and successful completion of these scripts is, in part, dependent on third parties including payment processors and that ServOP cannot provide any assurances as to the reliability and functionality of any third party processes.

3. DISCLAIMER OF FURTHER WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THIS ARTICLE, THE SOFTWARE SERVICE IS PROVIDED AS IS AND WITH ALL FAULTS. NO WARRANTY OR ASSURANCE, EXPRESS, IMPLIED, OR STATUTORY, IS GIVEN BY ServOP WITH RESPECT TO THE SOFTWARE SERVICE OR ANY OTHER MATTER, INCLUDING, WITHOUT LIMITATION (AND ServOP EXPRESSLY DISCLAIMS) ALL WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, LACK OF VIRUS, NEGLIGENCE, OR LACK OF WORKMANLIKE EFFORT ON THE PART OF ServOP.

4. LIMITATION OF LIABILITY

   a. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE PARTIES BE LIABLE, WHETHER IN CONTRACT, IN TORT, OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, BUT NOT LIMITED TO STRICT LIABILITY AND NEGLIGENCE) FOR LOST PROFITS OR REVENUES, LOSS OR INTERRUPTION OF USE, LOST OR DAMAGED DATA, REPORTS, DOCUMENTATION, OR SECURITY, OR SIMILAR ECONOMIC LOSS, LOSS OF PRIVACY, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT.

   b. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ServOP BE LIABLE FOR ANY CLAIM MADE AGAINST SUBSCRIBER BY ANY OTHER PARTY, EVEN IF ServOP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM.

   c. IN NO EVENT SHALL ServOP'S LIABILITY UNDER ANY CLAIM MADE BY SUBSCRIBER EXCEED THE TOTAL AMOUNT OF FEES THERETOFORE PAID BY SUBSCRIBER IN THE CURRENT CONTRACT MONTH. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT MAY BE BROUGHT BY SUBSCRIBER MORE THAN ONE (1) YEAR AFTER THE FIRST TO OCCUR OF:

      i. THE TERMINATION OR EXPIRATION OF THIS AGREEMENT; OR

      ii. THE EVENT GIVING RISE TO SUCH CAUSE OF ACTION.

   d. SUBSCRIBER AND SUBSCRIBER'S CUSTOMERS ACKNOWLEDGE AND AGREE THAT:

i. TRANSMITTING CARDHOLDER DATA ON THE INTERNET MAY INVOLVE CERTAIN SECURITY RISKS; AND

ii. ASSOCIATING WITH A THIRD PARTY PROVIDER WHO MEETS AT LEAST MINIMAL INDUSTRY USE STANDARDS MAY REDUCE THESE RISKS. ServOP'S THIRD PARTY PROVIDER UTILIZES THE SECURITY MEASURES AS OUTLINED: https://www.braintreepayments.com/developers/security and https://www.chargebee.com/privacy.html

iii. ServOP SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES OR LOSS CAUSED, OR ALLEGED TO BE CAUSED, AS A RESULT OF THE TRANSMISSION OF THE CARDHOLDER DATA PRIOR TO ITS ENCRYPTION AND RECEIPT BY THIRD PARTY'S SERVER(S), INCLUDING BUT NOT LIMITED TO DAMAGES, FRAUD, EMBEZZLEMENT, THEFT, IDENTITY THEFT OR INVASION OF PRIVACY.

5. Use of Trademark

a. SUBSCRIBER agrees to indemnify and hold ServOP, its subsidiaries, affiliates, officers, directors, agents, and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of SUBSCRIBER's breach of this AGREEMENT, SUBSCRIBER's violation of any law, or SUBSCRIBER's violation of the rights of a third party, including the infringement by SUBSCRIBER of any intellectual property or other right of any person or entity. These obligations will survive any termination of the terms of this AGREEMENT.

b. SUBSCRIBER hereby authorizes ServOP to list SUBSCRIBER as a subscriber of ServOP on ServOP'S website, and include SUBSCRIBER's name and trademarks in ServOP's public directories and the ServOP CONNECT SERVICE. ServOP will provide SUBSCRIBER with the ability to remove SUBSCRIBER's name, information, and trademark from these public directories at any time. SUBSCRIBER assumes sole responsibility for the protection of any copyrights, trademarks, service marks, trade names and other intellectual property owned wholly or partially by SUBSCRIBER or which SUBSCRIBER is authorized to use or display. If ServOP receives notice or documentation demonstrating that another person or entity contests SUBSCRIBER's right to use or display a name, trademark, service mark or other content, ServOP may, in its sole discretion, reject or discontinue listing SUBSCRIBER on the ServOP website without liability to SUBSCRIBER or ServOP until such time as SUBSCRIBER has resolved that dispute with the other party to ServOP's satisfaction.

c. ServOP does not make it its responsibility to monitor the use of trademarks, copyrights or other rights of SUBSCRIBER or third parties. ServOP may, however, in appropriate circumstances and in ServOP's sole discretion, remove, suspend, terminate access, or take other appropriate action against subscribers who infringe the copyright rights of others. Therefore, if SUBSCRIBER reasonably believes that any materials on ServOP's website contain unauthorized reproductions of SUBSCRIBER's copyrighted work or trademarks, and SUBSCRIBER wants ServOP to take any action, then SUBSCRIBER

must provide the following information to ServOP (as required under the Digital Millennium Copyright Act (17 U.S.C. sec. 512)):

    i.    A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

    ii.    Identification of the copyrighted work claimed to have been infringed;

    iii.    Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit ServOP to locate the material;

    iv.    Information reasonably sufficient to permit ServOP to contact SUBSCRIBER, such as an address, telephone number and e-mail address;

    v.    A statement that SUBSCRIBER has a good faith belief that the use of the material in the manner complained of is not authorized by the owner, its agent or the law; and

    vi.    A statement that the information in the notice is accurate, and under penalty of perjury, that SUBSCRIBER is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

    vii.    Please e-mail this information at:  info@ServOP.com

## Article X - Cancellation and Refund Policy

1. SUBSCRIBER has thirty (30) days from the date of purchase to determine that the SOFTWARE SERVICE does not meet its needs. If SOFTWARE SERVICE does not meet the SUBSCRIBER's needs, then the SUBSCRIBER must notify ServOP in writing within thirty (30) days from the date of purchase that SUBSCRIBER wishes to terminate the SOFTWARE SERVICE provided hereunder and receive a refund of the corresponding fee paid by SUBSCRIBER, less the cost of any SERVICES provided prior to such cancellation based on ServOP's fees in effect at the time of such cancellation.

2. Current ServOP Fees. For the purposes of this Article X, ServOP's current fees may be found at www.servop.com/pricing.aspx.  These fees are subject to change at any time.

## Article XI - Term / Termination

1. Term. The term of this AGREEMENT shall be for one (1) month from the EFFECTIVE DATE. The term of this AGREEMENT shall automatically renew for an additional one (1) month term each month of the same date during the month (ie.  If the EFFECTIVE DATE was January 15 then AGREEMENT shall automatically renew on the 15th of each month) until terminated by either party pursuant to Article XI, 2.

2. Termination

    a.    Termination at Time of Renewal. Either party may terminate this AGREEMENT by providing at least thirty (30) days advance written notice prior to the EFFECTIVE DATE to

the other party of its intent to terminate this AGREEMENT, and said termination shall take place on the anniversary of the EFFECTIVE DATE.

b. Breach. In the event of a data breach or default of this AGREEMENT by SUBSCRIBER, ServOP shall have the right to immediately terminate this AGREEMENT without notice from ServOP. In the event of any breach or default of this AGREEMENT by ServOP, SUBSCRIBER shall have the right to terminate this AGREEMENT by giving thirty (30) days written notice to ServOP; provided, however, that ServOP shall have the right to cure said reason for the termination during the thirty (30) day notice period, and in the event of a cure by ServOP, said termination shall be null and void and this AGREEMENT shall remain in full force and effect. SUBSCRIBER will not have the right to cancel any portion of this AGREEMENT and/or receive a refund pursuant to Article X if SUBSCRIBER has breached this AGREEMENT.

3. Data Portability and Deletion. Upon the termination of this AGREEMENT by either party, the SUBSCRIBER may download, within 10 days after the EFFECTIVE DATE of termination, a copy of current SUBSCRIBER DATA, except for CARDHOLDER DATA, which will be held by a THIRD PARTY. For a Fee, the SUBSCRIBER may request ServOP provide a copy via an encrypted, secure file transfer method within five (5) business days of such request. Upon the 11th day after the EFFECTIVE DATE of the termination, ServOP will have no further obligation to maintain or provide SUBSCRIBERS Data, and will thereafter delete and/or destroy all copies of SUBSCRIBER Data in ServOP's systems or otherwise in ServOP's possession or control, unless legally prohibited.

4. Effect of Termination. Upon termination of this AGREEMENT for any reason, all fees set forth in Article IV shall become immediately due and payable.

Article XII - Indemnity

1. The PARTIES agree to indemnify, defend, and hold each other, their officers, directors, shareholders, employees, and authorized agents harmless from and against any and all claims, damages and expenses (including, without limitation, attorneys' fees) resulting directly or indirectly from:

a. The operation, maintenance, and content of the SOFTWARE SERVICE;

b. SUBSCRIBER's use of the SOFTWARE SERVICE;

c. Failure by SUBSCRIBER to comply with any applicable privacy laws; and

d. Any breach of this AGREEMENT by the PARTIES.

2. SUBSCRIBER shall indemnify, defend, and hold ServOP, its officers, directors, shareholders, employees, and authorized agents harmless from and against any and all claims, damages and expenses (including, without limitation, attorneys' fees) resulting directly or indirectly from access to or use or misuse of the SUBSCRIBER DATA and/or the CARDHOLDER DATA by SUBSCRIBER, its REPRESENTATIVES, or affiliates. This Article XII shall survive the termination of this AGREEMENT.

Article XIII - Miscellaneous

1. Governing Law. This AGREEMENT will be interpreted in accordance with the laws of the State of Maryland, including all matters of construction, validity, performance, and enforcement, without giving effect to any principles of conflict of laws.

2. Dispute Resolution. Any action to enforce or interpret this AGREEMENT, or to resolve disputes with respect to this AGREEMENT, shall be settled by arbitration. Arbitration shall be the exclusive dispute resolution process. Any party may commence arbitration by sending a written demand for arbitration to the other parties. Such demand shall set forth the nature of the matter to be resolved by arbitration. The place of arbitration shall be in the County of Frederick County, Maryland. The substantive law of the State of Maryland shall be applied by the arbitrator to the resolution of the dispute. The parties shall share equally all initial costs of arbitration. All decisions of the arbitrator shall be final, binding, and conclusive on all parties. Judgment may be entered upon any such decision in accordance with applicable law in any court having jurisdiction thereof. The arbitrator (if permitted under applicable law) or such court may issue a writ of execution to enforce the arbitrator's decision.

3. Assignment and Assumption. This AGREEMENT may not be assigned by SUBSCRIBER without the prior written consent of ServOP, which may be withheld at ServOP's sole discretion. ServOP may require any proposed assignee of this AGREEMENT to enter into a new written agreement with ServOP. ServOP may assign this AGREEMENT to any person or entity, and thereafter be relieved of all liability hereunder.

4. Notices

   a. All notices, requests, demands, and other communications shall be validly given if delivered in person, facsimile transmission, sent by electronic mail, or forwarded by registered or certified mail addressed to the other party at the address provided in the signature block of this AGREEMENT, unless such party has notified the other party of a substitute contact information in writing pursuant to this article.

   b. Notices delivered in person or sent via facsimile or electronic mail during normal business hours shall be deemed to be received on the same date. Notices forwarded by registered or certified mail shall be deemed to be delivered three (3) days after such notice was mailed.

5. Relationship. The PARTIES shall do business at their own risk and for their own profit. Nothing in this AGREEMENT shall constitute a partnership or agency relationship between SUBSCRIBER and ServOP or authorize either party to make any representation on behalf of or in any way to bind the other party to any obligation of any kind, express or implied, to any third party, or to incur any liability on behalf of the other party.

6. Government Regulations. SUBSCRIBER shall at its own expense comply with all laws, ordinances, rules, regulations and other requirements of the government having jurisdiction pertaining to or in relation to any matter connected with or arising out of this AGREEMENT.

7. Severability. If any of the provisions of this AGREEMENT shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the other portions of this AGREEMENT shall remain in full force and effect.

8.  Force Majeure. No liability hereunder shall result to a party by reason of delay in performance caused by force majeure, that is, circumstances beyond the reasonable control of the party, including, without limitation, acts of God, fire, flood, war, terrorist attack, civil unrest, labor unrest, or shortage of or inability to obtain material as equipment.

9.  The failure of either party to enforce at any time or for any period of time, the provisions hereof in accordance with their terms will not be construed to be a waiver of such provisions or of the right of such party thereafter to enforce each and every such provision.

10. No Third Party Beneficiary. The benefits and protection provided by this AGREEMENT shall inure solely to the benefit of the PARTIES. This AGREEMENT shall not be deemed to create any right in any person or entity who is not a party to this AGREEMENT and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party.

11. Questions. All questions and requests for customer service and/or technical support should be directed to ServOP Customer Service Team at support@ServOP.com. If SUBSCRIBER is within the US, call toll free (888)535-1530.

## Exhibit A - Maintenance and Security of SUBSCRIBER DATA

1. ServOP utilizes a THIRD PARTY hosting service with Microsoft Azure. Their security information can be found at: http://www.windowsazure.com/en-us/support/trust-center/security/

2. Data Privacy

   a. ServOP is committed to protecting the privacy of individuals who visit ServOP's websites. See our full privacy policy www.servop.com.

   b. HIPAA Obligations and Activities for Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Rules. ServOP maintains the following HIPAA compliance standards, sufficient for any SUBSCRIBER who may be a HIPAA covered entity, as defined by United States regulations pursuant to 45 CFR - 164.524, as amended from time to time, or any other applicable law:
   ServOP will not disclose Protected Health Information, as defined by applicable law, other than as permitted or required by the AGREEMENT or as required by law;

      i. ServOP uses appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the AGREEMENT;

      ii. ServOP will mitigate, to the extent practicable, any harmful effect that is known to ServOP of a use or disclosure of Protected Health Information by ServOP in violation of the requirements of the AGREEMENT;

      iii. ServOP will report to SUBSCRIBER any use or disclosure of the Protected Health Information not provided for by the AGREEMENT of which it becomes aware;

      iv. ServOP will not disclose Protected Health Information to any agent or subcontractor;

      v. ServOP will document any disclosures of Protected Health information and information related to such disclosures as would be required for SUBSCRIBER to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR -164.528; and

      vi. ServOP will make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by ServOP on behalf of SUBSCRIBER available to SUBSCRIBER, or to the U.S. Secretary of Health and Human Services, in a mutually agreed upon time and manner, or as designated by the Secretary, for purposes of the Secretary verifying ServOP compliance to United States regulations pursuant to 45 CFR -164.524.

## Exhibit B - CARDHOLDER DATA Best Practices

1. Any merchant who accepts Visa, MasterCard, American Express, or Discover credit cards for payment is subject to the Payment Card Industry Data Security Standard (PCI DSS), which

outlines credit card processing merchants' responsibilities for the protection of CARDHOLDER DATA. If SUBSCRIBER uses ServOP's integrated merchant account processing service, ServOP is responsible for protecting CARDHOLDER DATA only after it is properly uploaded and encrypted into SUBSCRIBER DATA by the SOFTWARE SERVICE. SUBSCRIBER remains responsible for the proper handling and protection of CARDHOLDER DATA up to the point that it is properly uploaded and encrypted by the SOFTWARE SERVICE.

2.   ServOP hereby refers SUBSCRIBER to the PCI DSS website, for a complete list of all rules and restrictions that may apply: https://www.pcisecuritystandards.org/.

3.   At a minimum, ServOP recommends that SUBSCRIBER implement the practices set forth below:

   a.   SUBSCRIBER should do the following:

      i.    Maintain updated anti-virus software on all workstations engaged in credit card processing and remove any programs that the anti-virus software flags as potentially malicious.

      ii.   Restrict permission to install software on those computers to SUBSCRIBER business owner and/or trusted senior staff.

      iii.  Maintain up-to-date versions of operating systems (e.g., Microsoft Windows or Macintosh OS) and web browsers (e.g., Internet Explorer, Safari or Firefox), with all security updates and patches installed.

      iv.   Ensure that every individual that logs into the SOFTWARE SERVICE has a unique username and password that is known only by that individual.

      v.    Only store credit card account numbers in encrypted credit card fields designed for that purpose in the SOFTWARE SERVICE system.

      vi.   Destroy any hard copy documents that have CARDHOLDER DATA written on them.

   b.   SUBSCRIBER should not do the following:

      i.    Record CARDHOLDER DATA in notes, contact logs, or other unencrypted text fields within the SOFTWARE SERVICE;

      ii.   Record CARDHOLDER DATA in any locally installed software program, unless that program and SUBSCRIBER's computer network meet all PCI requirements;

      iii.  Email SUBSCRIBER'S CUSTOMERS credit card numbers, or ask them to email their credit card numbers to SUBSCRIBER; or

      iv.   Record credit card track data.