

THIS END USER LICENSE AGREEMENT AND ANY EXHIBITS OR ATTACHMENTS HERETO (THE "EULA"), IS MADE AND ENTERED INTO BY LIFEWALLET, 701 WATERFORD WAY, SUITE 300, MIAMI, FL 33126, AND YOU, AS END USER OF THE LIFEWALLET OFFERINGS (AS DEFINED BELOW). Hereinafter, LifeWallet or you may be referred to individually as a "Party," or collectively as the "Parties."

1. **INSTRUCTIONS:** Upon acceptance of this EULA by You, this constitutes a binding agreement, subject to the terms hereof. This EULA will become effective on the date of Your agreement hereto (the "Effective Date").

2. **DEFINITIONS:** The following terms (used in this EULA) will have the meanings specified below:

2.1 "Authorized Users" means individuals employed by or affiliated with You and that are designated by You to use the LifeWallet Offerings. An Authorized User shall include Your employees, relatives, representatives, assigns and others that use the LifeWallet Offerings through, with or for You.

2.2 "Confidential Information" means: (i) any non-public information of a Party; (ii) all information relating to the LifeWallet Offerings, as well as LifeWallet's other current or planned products and services, technology, techniques, know-how, research, engineering, designs, finances, accounts, procurement requirements, manufacturing, customer lists, business forecasts and marketing plans; (iii) Your information received by LifeWallet; (iv) other information of a Party that is disclosed in writing and is conspicuously designated as "Confidential" at the time of disclosure or that is disclosed orally and identified as "Confidential" at the time of disclosure; (v) any PHI (as defined below) provided or input by You into the LifeWallet Offerings. Notwithstanding the foregoing, Confidential Information shall not include information that: (i) is or becomes generally known or available by publication, commercial use or otherwise through no fault of the receiving Party; (ii) was in the receiving party's possession at the time of disclosure without violation of any confidentiality restriction and without any restriction on the receiving Party's further use or disclosure; (iii) is independently developed by the receiving Party without use of the disclosing Party's Confidential Information; and/or (iv) any information or records the disclosure of which is required by court order and/or the provisions of Chapter 119, Florida Statutes, Florida's Public Records Law.

2.3 "Enhancements" means updates and improvements to the LifeWallet Offerings issued by LifeWallet from time to time.

2.4 "LifeWallet Offering(s)" means the products and services provided by LifeWallet to You as defined herein or elsewhere including, without limitation, any combination of the following: Services, Support and Professional Services.

2.5 "Materials" means all manuals, specifications, instructions, training documents and content provided by LifeWallet in connection with the LifeWallet Offerings, whether in written form or on a URL.

2.6 "PHI" means "protected health information" as that term is used in the Health Insurance Portability and Accountability Act ("HIPAA") of 1996 and regulations promulgated there-under, as amended, and the Health Information Technology for Economic and Clinical Health ("HITECH") Act and their implementing regulations.

2.7 "Professional Services" means services provided by LifeWallet as defined in an order form or statement of work, as mutually agreed to by LifeWallet and You for, among other things, consulting services, technical assessment, system configuration, system setup, data conversion, data migration, interface development, user training and applicable travel-related expenses.

2.8 "Service(s)" means the software-as-a-service (SaaS) provided by LifeWallet to You consisting of LifeWallet's proprietary multi-user system developed, maintained and owned by LifeWallet for use by customers, including, without limitation, the architecture, databases, infrastructure, software, technology and web services deployed by LifeWallet, as well as the content provided by LifeWallet for a customer's use (i.e., algorithms, documents, forms, functions, medical data, rules, screens, templates and videos).

2.9 "Support" means the technical support to resolve Service issues provided by LifeWallet to You.

3. **TERM, TERMINATION AND PAYMENT:** LifeWallet will provide the LifeWallet Offerings as described in a URL or elsewhere at the prices set forth therein.

3.1 **Term.** The initial term of this EULA shall commence on the Effective Date and continue for a term of three (3) years unless terminated by You or LifeWallet hereunder. The duration of this EULA shall be referred to herein as the "Term." The City shall have the option to renew this Agreement for two (2) one-year terms.

3.2 **Termination for Cause.** Throughout the Term, either Party may terminate this EULA for cause, upon written notice to the breaching Party, for the following reasons: (a) a payment default that is not cured within ten (10) days of the invoice due date; or (b) a non-monetary default that is not cured within ten (10) days following receipt of written notice describing such default. The following includes a non-exclusive listing of material defaults hereunder: (i) You violate Section 6 (Usage; Ownership); (ii) an assignment for the benefit of creditors, or a bankruptcy, insolvency or receivership proceeding, is commenced by or against LifeWallet or You, and such proceeding is not dismissed within sixty (60) days; (iii) a Party winds-up or dissolves its business and affairs; or (iv) a right of Yours under this EULA becomes subject to levy, seizure, assignment, application or sale for or by any creditor or governmental agency.

3.3 **LifeWallet Termination for Any Reason.** Either Party may terminate this EULA, for any reason, with or without cause, at any time on ten (10) days' written notice to the other Party.

3.4 **Return of Data.** After termination of this EULA, LifeWallet shall provide You with any data it maintains in the LifeWallet Offerings for You including, without limitation, the PHI for, provided You have met your performance and payment obligations hereunder.

3.5 **Payments.** Unless otherwise specified, all LifeWallet fees and costs will be due and payable as specified herein or in an invoice. LifeWallet shall invoice or notify You of the applicable payment owed. Each LifeWallet invoice or payment notice shall be sent to You via email, which You shall pay by electronic debit or may be automatically deducted from your bank account, as determined jointly by You and LifeWallet and as specified in an exhibit to this agreement, an invoice or other document.

3.6 **Disputed Amounts.** If You object to an item on a LifeWallet invoice or payment notice, You must deliver a written notice to LifeWallet articulating Your objection no later than seven (7) days after transmission of the invoice (the "Objection Notice"). If the Objection Notice is not timely delivered, You shall waive Your right to object thereto. Notwithstanding delivery of the Objection Notice, You will make payment of the full invoice amount as specified in the invoice. If, after reasonable investigation, LifeWallet agrees (in whole or in part) with an Objection Notice, it shall refund monies owed to You via check or electronic funds transfer, or may credit such amount against subsequent invoices issued to You.

3.7 **Default Interest.** If You fail to pay any undisputed payment when due, LifeWallet may charge You interest thereon at a rate of one and one-half (1½%) percent per month. Your payment of sums owed will not waive or extend any obligation of You to make ongoing payments, when due.

3.8 **Taxes.** All payments required by this EULA are exclusive of Federal, state, local and foreign taxes, levies and assessments. Each Party shall be responsible for its own taxes (whether federal, state or local), together with all governmental filings related thereto, which arise out of the LifeWallet Offerings rendered hereunder.

3.9 **Suspension of Service.** LifeWallet may suspend Your access to the LifeWallet Offerings if You fail to timely remit payment and/or are in default hereunder. To the extent practicable, LifeWallet shall provide notice of the default and an impending suspension. Any such notice may be combined with a

termination notice. You may not resume use of the LifeWallet Offerings until all defaults are cured to LifeWallet's reasonable satisfaction.

3.10 Changes to Terms, Conditions and Pricing. LifeWallet may change any terms, conditions, rates, fees, expenses or charges regarding LifeWallet Offerings at any time. You shall have the right to terminate this EULA with thirty (30) days' advance notice if You do not agree with the changes affected by LifeWallet.

3.11 Interfaces. LifeWallet may create custom interfaces for You (in the form of Professional Services), if required, to enable You to share data with the LifeWallet Offerings. If, as the result, You require periodic changes to such interfaces and/or additional Support related thereto, LifeWallet reserves the right to charge You additional fees for such changes/support.

3.12 Desktop Support. If LifeWallet is asked by You to provide support for Your desktop computers or in-house IT environment, it shall charge extra Support fees that are not included within the standard Support that LifeWallet provides customers for use of the the LifeWallet Offerings.

4. SYSTEM ACCESS AND USE

4.1 Limited Use. Your use of the LifeWallet Offerings is provided on a limited, non-exclusive, non-transferable basis subject to the terms and restrictions herein.

4.2 Restrictions. Except as authorized by LifeWallet in writing, You will not: (i) access or use the LifeWallet Offerings to provide any products or services to third parties, except for Authorized Users or your clients; (ii) access or use the LifeWallet Offerings, except through Authorized Users acting within the scope of their employment or affiliation with You; (iii) resell, sublicense, lease, encumber, copy, distribute, publish, exhibit, transmit, provide access to, or provide use of the LifeWallet Offerings to any third party, nor use it or allow it to be used in any public system, public electronic bulletin board, multiple computer or user arrangement or network that includes access by any third party, except for Your clients; (iv) derive specifications from, reverse engineer, reverse compile, disassemble, translate, record, or create derivative works based on, the LifeWallet Offerings; (v) use the LifeWallet Offerings in a manner that delays, impairs or interferes with system functionality for others or that compromises the security or integrity of any data, equipment, software or system input or output; (vi) enter data in the LifeWallet Offerings that is inaccurate, threatening, harmful, lewd, offensive or defamatory, or that injures or infringes the rights of others; (vii) apply "screen-scraping" or other similar technology or methods to the LifeWallet Offerings to systematically make printed or electronic copies of it or its elements, pages, screens or formats; or (viii) use the LifeWallet Offerings, or any part or aspect of thereof, for any unlawful purpose or to mislead or harass anyone. Use of or access to the LifeWallet Offerings in violation of the terms hereof is strictly prohibited. Permission to access or use the LifeWallet Offerings may be limited or suspended immediately if, in LifeWallet's discretion, this Section has been violated. You agree that a violation of this Section will cause LifeWallet irreparable and immediate harm, and that LifeWallet is entitled to Injunctive relief to prevent such violation.

5. CONFIDENTIAL INFORMATION: Each Party, to the extent that it receives Confidential Information of the other Party under this EULA, will take reasonable steps, and exercise reasonable care, to hold such Confidential Information in confidence, and to not use it or disclose it (or willingly allow it to be used or disclosed) to any other person or entity, except: (i) as permitted under the terms of this EULA or as reasonably necessary for performance or enforcement hereof; (ii) as agreed to in writing by the other Party hereto; (iii) for a Party's proper management and administration of its duties and obligations hereunder (i.e., provided that it obtains reasonable assurances from all recipients that the information will be kept confidential and used only for the purpose of its disclosure); and, (iv) as required by law.

6. USAGE, OWNERSHIP: Except for the right to use the LifeWallet Offerings subject to the terms and conditions contained herein, this EULA does not confer on You an interest in, or ownership of, the LifeWallet Offerings. The LifeWallet Offerings were developed exclusively at private expense by LifeWallet. You agree that the LifeWallet Offerings include, without limitation, Enhancements, edits, Improvements, additions, modifications and derivations

thereto, and will remain the exclusive property of LifeWallet. LifeWallet will have the unrestricted and permanent right to use and implement all ideas, advice, recommendations or proposals of You with respect to the Services in any manner and in any media, which LifeWallet shall own.

7. REPRESENTATIONS, WARRANTIES AND LIMITATIONS

7.1 LifeWallet Representations and Warranties

7.1.1 Non-Infringement. LifeWallet warrants that the LifeWallet Offerings, when used properly and as authorized, (a) contain no code, virus or other mechanism used to disable, adversely affect or harm, any of Your data or equipment; and (b) do not infringe on or misappropriate any valid U.S. patent, copyright or trade secret of a third party under laws of the United States or any of its states; Provided, however, LifeWallet makes no warranties against infringement or misappropriation if: (i) a claim results from use or access of the LifeWallet Offerings by You or the Authorized Users in combination with any data, software or equipment that are not approved for use with the LifeWallet Offerings by LifeWallet; or (ii) from any breach of an agreement, or negligent or other wrongful act or omission, of a third party or You (other than arising solely out of use of the LifeWallet Offerings as permitted in the EULA).

7.1.2 Warranty. LifeWallet warrants that the LifeWallet Offerings will be of professional quality conforming to generally accepted industry standards. As LifeWallet's sole responsibility and Your exclusive remedy in the event of any LifeWallet Offering fails to meet such standard, LifeWallet shall cause the LifeWallet Offerings to be fixed at no cost to You or, if unable to do so, shall refund all or a portion of the fees paid by You for the defective service. If You have paid no fees, You have no right to monetary damages.

7.1.3 Services Performance. The only warranties that LifeWallet provides to You are those specifically set-forth in this EULA. LifeWallet is unable to make any other warranties, express or implied, because software and related service offerings are not, by nature, error-free or fault-free. The LifeWallet Offerings are provided "as-is," and LifeWallet makes no warranties regarding the availability, functionality or possible results or achievements thereof.

7.2 Your Representations and Warranties

7.2.1 Use of the LifeWallet Offerings. You represent and warrant that You will use the LifeWallet Offerings for the purposes and subject to the terms set-forth herein.

7.2.2 Data. You represent and warrant that You and the Authorized Users are responsible for the data that You input into the LifeWallet Offerings. You acknowledge and agree that LifeWallet is not responsible for the substance of Your content and data.

7.3 Joint Representations and Warranties

7.3.1 No Disqualification. You and LifeWallet each represent and warrant that neither none of our employees, personnel or contractors, (i) have been convicted of any crime arising from claims or other transactions, financial relationships or financial dealings in connection with health care; or (ii) have been excluded from any federal or state health care program.

7.3.2 Laws and Regulations. You and LifeWallet acknowledge that any PHI to which You or we gain access in fulfilling our obligations under this EULA including, but not limited to, our agents, servants, employees, representatives and contractors, is highly confidential and sensitive. You and LifeWallet each represent and warrant we shall, at all times, keep and maintain PHI in the strictest of confidence, and shall not disclose, disseminate or make available any such information to any person or entity, without the express, prior, written consent of the owners of such data, Your clients, except as permitted under HIPAA, which allows for use of PHI on a de-identified and aggregated basis under certain criteria. You and LifeWallet acknowledge that it is necessary for our employees and contractors (including the Authorized Users) to fully understand the confidentiality of PHI. You represent and warrant that your clients have agreed to your/our use of their medical and/or health information on a de-identified and aggregated basis. Therefore, with their permission, You agree to

LifeWallet's use of your client's/patient's medical and/or health information on an aggregated and de-identified basis in compliance with HIPAA and applicable law.

7.4 Liability, Limitations and Disclaimers

7.4.1 Limitations of Claims. No claim against LifeWallet of any kind will be made more than one (1) year after You know, or (In the exercise of reasonable care) could have known of: (i) such claim; (ii) an act or omission of LifeWallet that would give rise to a claim (even if the connection with any damage is not known or knowable); or (iii) any material damage that would likely be caused by such act or omission (even if the extent or the nature of damage is not known or knowable).

7.4.2 Limitation of Liability. Except for a breach of confidentiality, gross negligence, willful misconduct or the intellectual property indemnification provided hereunder, neither of us will be liable or obligated to the other under this EULA, an order form, statement of work or any document, for any special, indirect, incidental, exemplary, punitive, reliance or consequential damages including, without limitation, loss of profits, revenue, data or use, regardless of the legal theory upon which such claim is based. In addition, except for a breach of confidentiality, gross negligence, willful misconduct or the intellectual property indemnification provided hereunder, in no event shall LifeWallet's liability exceed the lesser of (i) \$10,000; or (ii) the fees paid by customer to LifeWallet during the twelve (12) month period preceding the event giving rise to such liability.

7.4.3 Medical Diagnosis and Treatment. You acknowledge and agree that all clinical and medical treatment and diagnostic decisions are the responsibility of You or the Authorized Users and/or Your clients. You further acknowledge and agree that: (i) neither LifeWallet nor the LifeWallet Offerings make or assist in making clinical or other medical decisions, and are not a substitute for competent, properly trained and knowledgeable medical staff, who bring professional judgment and analysis to the information presented by the LifeWallet Offerings; (ii) You are responsible for verifying the accuracy of all PHI and determining the data necessary for You, the Authorized Users and/or Your clients to make medical, diagnostic or health and wellness decisions, as well as complying with all laws, regulations and licensing requirements applicable to the delivery of healthcare services by You or them; (iii) although LifeWallet and its third-party vendors have used reasonable care in obtaining information (contained within the LifeWallet Offerings) from sources believed to be reliable, it is Your obligation to be informed about any changes or developments in clinical information or guidelines or health and wellness that may not be reflected in the LifeWallet Offerings; and (iv) You or Your clients will make an independent and informed judgment of data to be populated within the LifeWallet Offerings, and of all matters regarding the health and wellness of Your clients or their customers.

7.5 Disclaimers. You understand that LifeWallet disclaims all representations, warranties, responsibility and liability of any kind regarding use of LifeWallet Offerings by You, the Authorized Users and Your clients and their customers. You agree that LifeWallet is not licensed to render medical advice on any topic or for any purpose. LifeWallet disclaims all liability for any diagnoses or treatments recommended by You to your clients and their customers.

7.6 Internet Usage. LIFEWALLET CANNOT CONTROL THE FLOW OF DATA TO OR FROM ITS LICENSED SOFTWARE AND SYSTEMS, AS THE FLOW IS BASED UPON THE INTERNET AND INTERNET AVAILABILITY, WHICH LIFEWALLET DOES NOT OWN OR CONTROL. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICE PROVIDERS OR THIRD PARTIES USED BY YOUR END USERS. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES MAY IMPAIR OR DISRUPT YOUR AND AN END USER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF) AND THEIR ABILITY TO USE THE LICENSED SOFTWARE. ACCORDINGLY, LIFEWALLET DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS. EXCEPT FOR THE WARRANTIES SPECIFICALLY AND EXPRESSLY MADE HEREIN, LIFEWALLET MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS, AND ALL SUCH WARRANTIES ARE DISCLAIMED. LIFEWALLET ALSO MAKES NO SERVICE LEVEL OR RESPONSE TIME WARRANTYIES RELATED TO USE OF THE LICENSED SOFTWARE.

8. INDEMNITY.

8.1 LifeWallet Indemnity. LifeWallet will indemnify and defend You from and against any claims, suits, judgments, proceedings, losses, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and other reasonable costs and expenses) finally awarded in an action brought against You, and the reasonable costs associated with its settlement of any such matter that they may be subject to or incurred by them, directly or indirectly, arising from or relating to: (i) LifeWallet's breach of confidentiality; (ii) LifeWallet's gross negligence; (iii) LifeWallet's willful misconduct; or (iv) a claim that LifeWallet Offerings infringe any copyright, patent or other intellectual property rights, or that the LifeWallet Offerings incorporate any misappropriated trade secrets of any third party. To obtain such indemnification, You must promptly notify LifeWallet of the liability claim, and give LifeWallet all necessary information, reasonable cooperation and the exclusive authority to evaluate, defend and settle the claim. Notwithstanding the foregoing sentence, LifeWallet will not enter into any settlement, without Your prior written consent, unless all third party claims against You are released without any further liability on Your part.

8.2 Injunctions. If Your rights to use the LifeWallet Offerings are, or in LifeWallet's opinion, are likely to be, enjoined due to the type of claim specified in Paragraph 8.1, then LifeWallet may, at its sole option and expense: (i) procure for You the right to continue to use the LifeWallet Offerings under the terms of this EULA; or (ii) replace or modify the applicable LifeWallet Offerings so that it is non-infringing and substantially equivalent in function to the enjoined LifeWallet Offerings. If neither of such alternatives is, in LifeWallet's opinion, commercially reasonable, You shall cease use of the LifeWallet Offerings, and LifeWallet shall, in addition to its indemnity obligations in Paragraph 8.1, refund the applicable fees paid by You, as depreciated, with respect to the affected LifeWallet Offering. Depreciation shall be calculated based upon three (3) years' straight-line depreciation from the time the LifeWallet Offering is delivered to the You, as applicable.

8.3 Indemnity Exclusions. The foregoing indemnification obligations of LifeWallet relating to third party infringement shall not apply with respect to: (a) the LifeWallet Offerings that, after delivery, are modified or used by You, an Authorized User or your clients or their customers, in a manner where such modification or use was not recommended, authorized in writing or required by LifeWallet, and where such modification or use is the basis of the third party claim; (b) the LifeWallet Offerings are combined or bundled with any non-LifeWallet products, processes or materials that were not recommended, authorized or provided by LifeWallet, if such liability would not have arisen but for such combination or bundling.

8.4 Your Indemnity. Within the limits of section 769.28, Florida Statutes, You will indemnify, defend and hold harmless LifeWallet, its affiliates, and its respective officers, directors, trustees, employees and agents, from and against any claims, suits judgments, proceedings, losses, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and other reasonable costs and expenses related thereto), that LifeWallet may be subject to or that may be incurred by it, directly or indirectly, arising out of or relating to (a) any modification, use, alteration or enhancement of the LifeWallet Offerings, where such modification, use, alteration or enhancement was not recommended, authorized in writing or required by LifeWallet, and where, and only to the extent, such modification, alteration or enhancement is the basis of the third party claim; (b) any combination or bundling of the LifeWallet Offerings by You with any non-LifeWallet products, processes or materials that are not recommended, authorized or provided by LifeWallet, and where, and only to the extent, such combination or bundling is the basis of the third party claim; (c) gross negligence or willful misconduct occasioned by You or the Authorized Users; or (d) breach of confidentiality. To obtain such indemnification, LifeWallet must promptly notify You of the liability claim, and give You all necessary information, reasonable cooperation, and the exclusive authority to evaluate, defend and settle the claim. Notwithstanding the foregoing sentence, You will not enter into any settlement without LifeWallet's prior written consent, unless all third party claims against LifeWallet are released without any further liability on LifeWallet's part.

9. **FORCE MAJEURE:** No failure, delay or default in performance of any obligation under this EULA will constitute a breach of this EULA if it is caused by strike, fire, shortage of materials, act of a public authority, unavoidable casualty, civil disorder, riot, insurrection, vandalism, war, severe weather, natural disaster or other act of God, failure of the Internet, failure or error of an Internet services provider or other provider of connectivity, any lines of transmission, any other third party equipment or software through which Internet transmissions occur, or any telecommunications carrier; hacking or electronic vandalism; terrorism; or other cause that is beyond the reasonable control of the Party otherwise chargeable, for so long as such cause continues and for a reasonable period of time thereafter.

10. **FORUM, CHOICE OF LAW, NO JURY TRIAL:** The Parties acknowledge that the LifeWallet Offerings are offered, sold and provided from and within the State of Florida. Accordingly, this EULA, the order forms, invoices, statements of work and amendments hereto, will be governed by the laws of the State of Florida, without regard to conflicts of laws. Venue for all litigated matters shall be the United States District Court for the District of Florida or the state courts of the State of Florida located in Miami-Dade County, Florida. The Parties expressly waive and forego any right to a trial by jury.

11. **NOTICE:** Unless otherwise agreed to by the parties, all notices shall be deemed effective when received and made in writing by either (i) overnight mail; or (ii) email addressed and sent to the receiving party at the addresses provided below. A Party may change its address for notice purposes by providing written notice of such change to the other Party. Email notices to LifeWallet shall be sent to "notices@LifeWallet.com."

12. **MISCELLANEOUS:**

12.1 **Entire Agreement.** This EULA constitutes the entire agreement between the Parties relating to the LifeWallet Offerings, and supersedes all prior agreements, understandings and representations, whether explicit or implicit, before the execution hereof. Exhibits annexed to this EULA, which are incorporated herein by reference, include the following: (A) Order Form; and (B) Business Associate Agreement. This is the only agreement between You and LifeWallet. Therefore, all products and services acquired by You from LifeWallet are subject of the terms and conditions of this EULA unless specifically agreed otherwise in writing by each of LifeWallet and You.

12.2 **Assignment.** You may not assign the EULA without the written consent of LifeWallet, but LifeWallet may assign the EULA without notice to You.

12.3 **Binding Effect.** This EULA will be binding on the Parties and their successors and permitted assigns.

12.4 **No Joint Venture or Partnership.** Nothing contained in the EULA will be construed to create a joint venture, partnership or like relationship between the Parties, and their relationship is and will remain that of independent Parties to a contractual service relationship. Except as otherwise provided herein, in no event will either Party be liable for the debts or obligations of the other Party.

12.5 **Attorney's Fees.** If either party incurs any legal fees associated with the enforcement of this EULA or any rights hereunder, the prevailing Party shall be entitled to recover its reasonable attorney's fees and any court, arbitration, mediation, or other litigation expenses from the other Party.

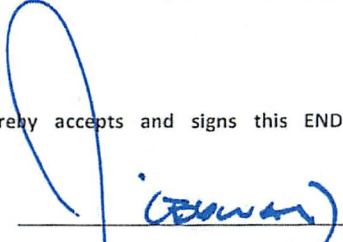
12.6 **Enforceability.** Except as explicitly set forth herein, none of the provisions of the EULA will be for the benefit of or enforceability by any third party.

12.7 **Titles for Convenience.** Section titles and references are for convenience only, and will not affect the meaning of the EULA. No failure by a Party to insist upon the strict performance of any term or condition of the EULA, or to exercise any right or remedy hereunder, will constitute a waiver.

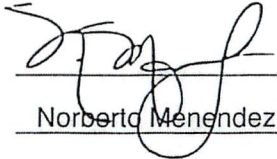
12.8 **Counterparts.** In connection with the LifeWallet Offerings and this EULA, a copy of a signed document sent by PDF electronic image or telephone fax will be deemed an original in the hands of the recipient.

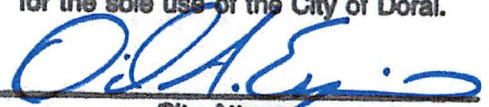
12.9 **Survival.** The provisions of this EULA which, by their nature extend beyond the termination of the EULA, will survive termination or expiration hereof.

CUSTOMER hereby accepts and signs this END USER LICENSE AGREEMENT:

By: 
Name: EDWARD S. ROJAS
Title: CM
Date: 8.16.17
Email: _____

LIFEWALLET hereby accepts and signs this END USER LICENSE AGREEMENT:

By: 
Name: Norberto Menendez
Title: CEO
Date: 8/11/2017
Email: norb@lifewallet.com

Approved as to form and legal sufficiency
for the sole use of the City of Doral.

City Attorney
Daniel A. Espino - WSH
Print Name



City of Doral Step Up Challenge
Technology Platform Proposal

Prepared for: City of Doral
Prepared by: LifeWallet team
June 21, 2017
Proposal number: Dor-0001T

STEP UP CHALLENGE

Objective

Communities are happier and more productive when they are healthier.

The City of Doral ("City") is pursuing initiatives that promote and enhance the health and wellness of the Doral community and is interested in finding partners that help them realize those goals.

One of those initiatives is the Doral Step Up Program ("Challenge"). The Doral Step Up Challenge is a uniquely innovative program that seeks to engage the residents in healthier lifestyles by promoting activity, health and wellness. The goal is to have the residents collectively contribute to the Challenge of walking 1 billion steps in a year!

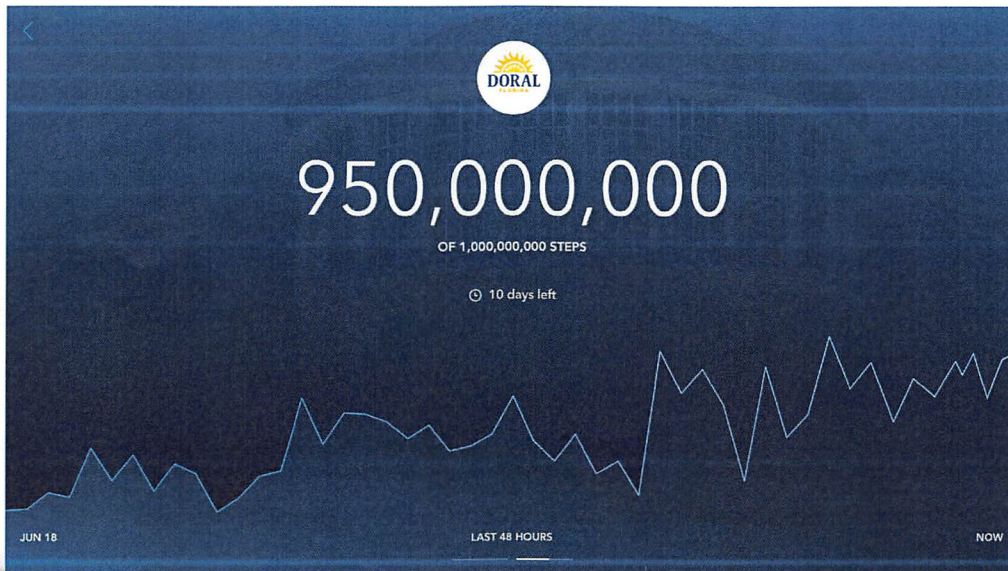
The City needs to find solutions that help them enroll the residents, have them join the Challenge, and collect, analyze, and report their collective progress, in near real time, on a City website.

Goals

The technology solution needs to provide ways of accomplishing the following:

- create the challenge for the City that supports the goal of 1 billion steps, the status of the Challenge should be displayed in the City's designated web property,
- have the ability to easily and quickly enroll residents in events at parks and other venues,
- provide an app for residents to download that can connect to activity trackers and track their steps and that allows them to join the City's Challenge and any other challenges that ensue. The app should allow residents to join more than one challenge and to drop and rejoin the challenge at will.
- dynamically collect, analyze, and report on the steps that the participants are taking throughout the duration of the Challenge.
- provide the opportunity for community partners that also want to engage participants that make it easy for participants to enjoy those opportunities. For example, West Kendall Baptist Hospital will be providing health assessments to residents at some of the events, and participants that are already enrolled in the Challenge should not have to enroll in another program to be able to do a health assessment or answer a survey or participate in other challenges from community partners.





Solution

Together with the involvement and collaboration of the City's IT department, LifeWallet will be providing the City a turnkey solution that will meet all of the goals specified herein.

The components of the solution include:

- a website, that could optionally be hosted at the City that displays the information on the Challenge, as well as the step count and time to go dynamically and the leader board with the top 10 participants,
- an app (Encounter) that can be used on an iPad to register participants at events. The app will be hosting the City's registration survey and the associated consent forms from the City,
- a free app that can be downloaded by participants to join the challenge, and to connect to specific wearables to report on the step counts,
- the ability to optionally add other step challenges that participants can opt into that could offer rewards and/or prizes. Those additional challenges can be sponsored by the City or by other community partners and may have additional costs,
- the ability for participants to easily and conveniently partake in health assessments, surveys, and/or other challenges offered by community partners that adopt the platform, using their Challenge log in,
- a HIPAA compliant, secure cloud that maintains the participant's health information, and
- maintenance and support for the system.

We will assist the City in identifying companies that are interested in procuring trackers at a discount and that may potentially sponsor the challenge(s). LifeWallet will also consider sponsoring some challenges.

Project costs

The City questionnaire will include the following fields for each participant:

- Account Info: Name, Address, Cell Phone, email, password
- Personal Info: Height, Weight, Date of Birth, Gender, Body Fat %, BMI (computed by software)

The costs includes all components and technology infrastructure for up to 5,000 participants for one year:

- Design and development of City Branding of website
- City Branding of 1 Billion steps Challenge sponsored by the City
- Design and development of City branded enrollment software with City provided consent form and City provided questionnaire, with licenses for use on up to 15 iPads (iPads not included)
- Localized version of the City provided questionnaire (optional, available at additional cost)
- Dynamic reporting of Challenge information at City website, hosted at the City
- Challenger apps in the respective iPhone and Android stores for residents to download (for free)

Description	Cost
Components listed above	\$ 14,500
Additional features, functionality, services and/or challenges can be added as an addendum with associated costs, implementation schedules, etc.	TBD

With the software provided for the enrollment (Encounter), the City will be able to optionally add other questionnaires and assessments that they want to use with the community.



Summary

The City of Doral has grown to over 50,000 residents and has been leading stellar progress in many ways; now they are taking steps to create innovative approaches that improve the health and wellness, and thereby the productivity and happiness of its community.

The challenge they have chosen to implement is blazing a trail that many cities are sure to follow and that will engage the business community in providing healthy reward challenges to the residents, thereby creating a cycle of health and wellness engagement that is sure to have great success and notoriety. We're going to help achieve this goal with our technology.

We believe in this program and think that it was brilliantly conceived because it unites the residents to pursue healthier lives and involves the community business and provides them an opportunity to positively impact the health and wellness of the residents with a fun Challenge.

We are Miami residents in a Miami based technology company and we frequent the Doral City center and other venues. We salute the City and are honored to be part of this amazing program. We look forward with anticipation to implementing it together with the City of Doral.

