

TOTAL RECALL SOLUTIONS SOFTWARE LICENSE AGREEMENT

THIS **SOFTWARE LICENSE AGREEMENT** (this "Agreement") is entered into as of the date of execution hereof set forth at the end of this document (the "Contract Date") by and between TOTAL RECALL SOLUTIONS BH INC., a Delaware corporation with an address at 65-24 172nd Street Fresh Meadows, NY 11365 ("Total Recall") and with an address at (the "Customer"; together with Total Recall, the "Parties" and individually, a "Party"). In addition to the terms below, all of the Terms and Conditions of Agreement located at <https://www.totalrecallsolutions.com/CustomerSite/fpc/TermsAndConditions.aspx> are incorporated by reference and are a part of this Agreement as fully as if set forth herein at length (the "Terms and Conditions").

WHEREAS, Total Recall has developed a cloud based proprietary patient communications platform (the "Software") that integrates with the Customers current practice management software (the "PMS"); and

WHEREAS, the Customer is desirous of licensing the Software pursuant to the terms of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Grant of License; Term; Termination.

1.1. License Grant. Total Recall grants the Customer a non-exclusive, non-transferable license during the Term (as hereinafter defined) to use the Software.

1.2. 30 Day Trial Period. The Customer is entitled to a thirty (30) day free trial of the Software, commencing on the date set forth at the end of this document (the "Trial Commencement Date"). If the Customer cancels this Agreement during the thirty (30) day trial period the Customer will not be obligated to pay any fees for the installation or use of the Software during the trial period.

1.3. Term. The initial term of this Agreement begins on the Contract Date set forth below and ends one month following the Effective Date (which is the day after the end of the trial period); thereafter this Agreement shall automatically renew for successive one (1) month renewal periods, unless terminated by either Party at least fifteen (15) days prior to the end of the then current term.

1.4. Effect of Termination. Upon termination of this Agreement for any reason, the Customer understands and agrees that it must discontinue all use of the Software and that all of its data in the possession of Total Recall may be deleted by Total Recall at any time on or after ten (10) business days following termination, and that the Customer is solely responsible for retrieving and maintaining all such information before data deletion can occur.

2. License Fees; Invoicing.

2.1. License Fees. The Customer shall pay Total Recall the license fees set forth on the signature page to this Agreement in accordance with the billing option selected by the Customer (such selections, the "License Fee" and the "Billing Option," respectively) and any applicable installation fee as set forth thereon.

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2.2. Addition Installation Fee. For the duration of the contract period, in the event that the Customer requires a new installation (including but not limited to; new or upgraded practice management software, new server etc.) the customer will be billed a one-time installation fee of \$99 per occurrence.

2.3. Invoicing. Total Recall will invoice the Customer whenever a payment is due, in accordance with the selected Billing Option. Total Recall will collect all amounts due by directly charging the Customer's credit card or bank account.

2.4. SMS Application. The Software incorporates certain software for SMS communication (the "SMS Application") developed by Twilio Inc. ("SMS PROVIDERS"). The Customer hereby covenants and agrees that it shall be solely responsible for messages sent out by the SMS Application.

3. Customer Support. Total Recall will provide customer support and training as needed to the Customer.

DISCLAIMER OF WARRANTIES. Neither Total Recall nor Total Recall makes any warranties concerning the Software. ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE ARE HEREBY EXPRESSLY DISCLAIMED.

[Signature Page and Purchase Price Information Follows]

TOTAL RECALL COMMUNICATOR - SIGNATURE PAGE TO SOFTWARE LICENSE AGREEMENT

BILLING OPTIONS & LICENSE FEE (to be selected by Customer; select only one)											
BILLING OPTION (EMAIL & SMS)	LICENSE FEES	# OF PAYMENTS	INSTALLATION FEE	VOICE CALLS							
☐ Monthly Fee (Up to F/T Providers)	\$99.00	6	99.00	0 cents per minute							
<i>Subject at all times to late fees equal to 1.5% per month on the unpaid balance until paid in full. All amounts paid to Total Recall are non-refundable. Subject to the right to terminate upon 15 days prior written notice by either party at the end of each monthly billing period.</i>											
PAYMENT METHOD (to be filled in by Customer; select only one)											
☐ Visa ☐ MasterCard ☐ Amex ☐ Discover By signing below, I, _____, do hereby authorize Total Recall to bill directly to the credit card listed below the amount of \$99 as payment for the Software license in accordance with the selection above. Name on Credit Card (exactly as it appears on card) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; height: 20px;"></td> <td style="width: 20%; height: 20px;"></td> <td style="width: 30%; height: 20px;"></td> </tr> <tr> <td style="text-align: center;">Credit Card #</td> <td style="text-align: center;">Exp. Date</td> <td style="text-align: center;">Security Code</td> </tr> </table> Street, Apt. # of credit card billing address City, State Zip ☐ Bank Account By signing below, I, _____, do hereby authorize Total Recall to bill directly to the bank account listed below the amount of _____ payment for the Software license in accordance with the selection above: Name on Bank Account Bank Name Bank Account Number Bank Routing Number									Credit Card #	Exp. Date	Security Code
Credit Card #	Exp. Date	Security Code									
☐ Automatic Billing By checking here and signing below, the Customer hereby authorizes Total Recall to automatically charge the credit card listed above or the bank account listed above all amounts invoiced to the Customer during the Term in accordance with the terms of this Agreement.											

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Contract Date set forth below.

TOTAL RECALL:

THE CUSTOMER:

TOTAL RECALL SOLUTIONS, INC.

By: _____
 Name: Meir Goodman
 Title: CEO

By: _____
 Name: _____
 Title: _____

TO BE FILLED IN BY TOTAL RECALL:

Contract Date: 1/7/2021

Trial Commencement Date:

Effective Date: 1/7/2021