



EXHIBIT C
SmartHealth PayCard™ Provider Program
CLA

CONTENT LICENSING AGREEMENT

This CONTENT LICENSING AGREEMENT (the “**CLA**”) is entered into by and between **SmartHealth PayCard, LLC (“SHPC”)**, and the party set forth on the signature page to the Program, as defined below (the “**Provider**”), effective as of the date set forth on the signature page (the “**CLA Effective Date**”). This CLA is subject to and incorporates the terms and conditions of the Provider Program by and between SHPC and the Provider dated effective as of _____, 2020 (the “**Program**”).

In consideration of the mutual terms, provisions, covenants, conditions, understandings, and agreements set forth here in this CLA and in the Program, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree that this CLA addresses the Content to be provided to the Provider by SHPC during the term of the Program.

- 1) **SHPC CONTENT:** SHPC has the exclusive rights, titles and interests in Materials and Content such as trademarks, trade names, service marks, logotypes, brand identifiers, derivative works, company profile, data, product information and service information which may be available over the Internet or in digital forms such as images, videos, icons, templates, project files, HTML files, scripts, tutorials, links, widgets, applications, gadgets, RSS feeds and related media (collectively the “SHPC Content”). SHPC has the sole right and authority to enter into an agreement, to use, license and grant the rights hereunder. Nothing in this Agreement shall confer to Provider any rights or ownership in the SHPC Content.

- 2) **DIGITAL PLATFORM:** Provider has the exclusive rights, titles and interests in the Provider’s Digital framework or networks (including, without limitation, applications and wireless networks) in connection with the Provider’s proprietary software framework and platform including codes, data, and designs (collectively the “Digital Platform”). Digital Platform, as used herein, includes Provider’s Terms of Use, which means those terms and conditions of access to and use of the Digital Platform by each End User. Provider has the sole right and authority to enter into an agreement, to use, license and grant the rights hereunder. Nothing in this Agreement shall confer to SHPC any rights or ownership in Provider’s Digital Platform.

- 3) **GRANT OF LICENSE.** Subject to the terms and conditions of this Agreement, Provider grants SHPC a non-exclusive, perpetual, royalty-free, worldwide license to use, modify, reproduce, distribute, display and transmit the SHPC Content in electronic form in connection (i) with the presentation of SHPC Content on the Provider’s Digital Platform, (ii) with the marketing and promotion of SHPC Content on the Digital Platform, and (iii) to permit users of the Digital Platform to access, download and print SHPC Content.



- 4) **TERM AND TERMINATION.** Either party may terminate this Agreement at any time, for any reason or simply for convenience, without liability to the other party. The termination shall be effective upon written notice to the other party. Upon the termination of this Agreement, all licenses granted under this Agreement shall also terminate, and Provider shall immediately delete from the Digital Platform all SHPC Content. Notwithstanding the foregoing, provisions set forth in paragraphs with the headings Disclaimer and Limitations of Liability and Indemnification, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination of this Agreement, will survive any termination of this Agreement.

- 5) **CONFIDENTIAL INFORMATION:** Provider acknowledges that, in connection with this Agreement and its relationship with SHPC, Provider may obtain information relating to SHPC, which is of a confidential and proprietary nature (“Confidential Information”). Such Confidential Information may include, but is not limited to, trade secrets, know how, inventions, techniques, processes, programs, schematics, software source documents, data, customer lists, financial information, and sales and marketing plans or information which Provider knows or has reason to know is confidential, proprietary or trade secret information of SHPC. Provider shall at all times, both during the term of this Agreement and in perpetuity after its termination, keep in trust and confidence all such Confidential Information, and shall not use such Confidential Information other than as expressly authorized by SHPC under this Agreement, nor shall the receiving party disclose any such Confidential Information to third parties without SHPC’s written consent. Provider further agrees to immediately return to SHPC all Confidential Information (including copies thereof) in Provider’s possession, custody, or control upon termination of this Agreement at any time and for any reason. The obligations of confidentiality shall not apply to information which (a) has entered the public domain except where such entry is the result of Provider’s breach of this Agreement; (b) prior to disclosure hereunder was already rightfully in Provider’s possession; (c) subsequent to disclosure hereunder is obtained by the Provider on a non-confidential basis from a third party who has the right to disclose such information to Provider; or (d) is required to be disclosed pursuant to law or government regulation, provided Provider uses reasonable efforts to give SHPC reasonable notice of such required disclosure and an opportunity to obtain an appropriate protective order. The foregoing obligation of confidentiality shall apply reciprocally for any information designated as Confidential Information by Provider.

- 6) **OBLIGATIONS OF SHPC:** SHPC will be responsible for the design, layout, posting and maintenance of the SHPC Content. SHPC will use its best efforts to ensure that the SHPC Content is timely, accurate, comprehensive and updated regularly as set forth in this Agreement. SHPC will provide reasonable ongoing assistance to Provider with regard to technical, administrative and service-oriented issues relating to the utilization, encoding, transmission and maintenance of the SHPC Content, as Provider may reasonably



request. SHPC agrees to exclude in SHPC Content anything that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invades another's privacy, hateful, or racially, ethnically or otherwise objectionable or that is reasonably determined by Provider to be inappropriate for the Digital Platform. SHPC acknowledges that it has reviewed the Terms of Use and agrees that SHPC is not responsible for the use of the SHPC Content by End Users that violates the Terms of Use. If Provider becomes aware of a violation by an End User of the Terms of Use, Provider should notify SHPC. Depending on the violation SHPC, may choose to block an End User's access to the SHPC Content; however, SHPC may decide to waive any violation without notice to or liability to Provider. If an End User is using SHPC Content in a manner that is objectionable to Provider, Provider may request that SHPC deny future access by an End User to SHPC Content and SHPC will use reasonable efforts to honor that request as soon as reasonably practicable.

- 7) **OBLIGATIONS OF PROVIDER:** Provider agrees to comply with all legal requirements in connection with the use of the SHPC Content; agrees that all rights in and to any of the SHPC Content not expressly licensed are reserved to SHPC; agrees not to sublicense, assign, transfer, pledge, offer as security, or otherwise encumber the SHPC Content or any of the rights granted in this Agreement in any way other than as expressly provided in the Agreement; agrees not to use any of the SHPC Content in any manner or for any purpose in violation of the terms of this Agreement; acknowledges and agrees that it shall not at any time during the Term or thereafter (i) challenge the title or any other rights of SHPC or its licensors in or to the SHPC Content or any parts or derivatives or any variations, (ii) contest the validity of the copyrights or other proprietary interests in and to the SHPC Content or (iii) claim any right, title or interest in or to the SHPC Content or any parts or derivatives or variations; and agrees to use its best efforts to cause sublicensees to comply with the terms of this section. Provider agrees to provide on-going assistance to SHPC with regard to technical, administrative and service-oriented issues relating to the utilization, transmission and maintenance of the SHPC Content. Provider will not alter or impair any acknowledgment of copyright or other intellectual Property Rights of SHPC that may appear in the SHPC Content and the SHPC brand features, including all copyright, trademark and similar notices that SHPC may reasonably request. Provider agrees to exclude in Digital Platform anything that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invades another's privacy, hateful, or racially, ethnically or otherwise objectionable or that is reasonably determined by Provider to be inappropriate for the Digital Platform.
- 8) **DISCLAIMER AND LIMITATIONS OF LIABILITY:** EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, EACH PARTY HEREBY DISCLAIMS ANY WARRANTY, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. NEITHER PARTY SHALL BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL,



LIQUIDATED, SPECIAL OR EXEMPLARY DAMAGES OR PENALTIES, INCLUDING WITHOUT LIMITATION, LOSSES OF BUSINESS, REVENUE OR ANTICIPATED PROFITS, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 9) **INDEMNIFICATION:** SHPC agrees to indemnify, defend and hold Provider harmless against all losses arising out of or resulting from any claim, suit, action or proceeding by an unaffiliated third party related to or arising out of a claim that the SHPC Content, or our use thereof in compliance with this Agreement, infringes an intellectual property right of any third party or violates any applicable law. Provider agrees to indemnify, defend and hold SHPC harmless against all losses arising out of or resulting from any claim, suit, action or proceeding by an unaffiliated third party related to or arising out of the SHPC Content including any material displayed or services provided thereon but excluding SHPC Content used in accordance with this Agreement.

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