



SAIFE Receipt & Agreement

This Agreement is made between SAIFE ("Licensor") and _____ ("Licensee")

Nature of Agreement: Non-Binding Pre-Order Deposit

Your pre-order deposit is fully refundable if you decide to cancel your order prior to your SAIFE system delivery and installation date. *This agreement is a pre-order for the sale of SAIFE Technology, which locks in pricing and a production slot.* Location Name(s) _____ Number of Rooms _____

You are under no obligation to purchase a SAIFE system from us at this time. When we notify you of your SAIFE system installation date, if you choose to proceed, such sale and purchase will be governed by a separate and legally binding purchase agreement at that time, and your deposit will be credited against the purchase price.

Priority

Your deposit establishes your priority installation position. We may decline pre-orders to avoid over-subscription or as we deem appropriate at our sole discretion. If your pre-order is declined, you will be notified and your deposit will be refunded.

PRE-ORDER EQUIPMENT DEPOSIT ISPA CONF RATE \$500 per location	MONTHLY SAIFE SERVICE LICENSE FEE \$397 per location (activated upon install)
<p>Notes: \$2,600 per unit - installed plus tax</p> <p>INCLUDED:</p> <ul style="list-style-type: none"> \$1 million bond on SAIFE technology if you meet SAIFE standards (\$20,000 in value) Efficiency analytics to help with optimizing your spa (\$5000 in value) Real Time Reporting (\$4000 in value a month) Monthly online training for your team (\$1500 in value) 24-7 customer support (including weekends) (\$1250 in value a month) SAIFE Certification with front window display decal (\$2000 in value) Listed on StaySAIFE.com as a SAIFE Certified Business (\$3400 in value) Included in monthly Blog Post (\$250 in value) SAIFE social media mentions (2 per month for 6 months) (\$700 in value) 	

Licensor

Saife, LLC
1250 Avenida Ponce de León
San Juan, Puerto Rico 00907

Ph: 833.474.3724
Email: info@staysaife.com

Management approval:

Name/Title: _____
Date: _____

Sales & Marketing Manager:

Authorized Signatory for Licensee

Company: _____

Address: _____

Licensee Contact: _____ **Billing Contact:** _____

Title: _____ Title: _____

Cell: _____ Phone: _____

Email: _____ Email: _____

signatory hereby attests they are authorized to bind the company to and hereby acknowledges receipt and agreement with the terms on this document.

Signature: _____ **Date:** _____



ATTACHMENT I

1. Grant of Rights

Licensor hereby owns all trademarks and service marks associated with the Products. Licensor owns all rights and title to copyrights, the techniques and the instructions ("Works"); and the Licensor is the owner of all processes, patentable or otherwise in the Products as a business method ("Methods"). Licensor hereby grants Licensee a limited use license in the right to use the Works and Methods for the term of this Agreement and under the terms of this Agreement.

2. Terms and Termination

You are under no obligation to purchase a SAIFE system from us at this time. When we notify you of your SAIFE system installation date, if you choose to proceed, such sale and purchase will be governed by a separate and legally binding purchase agreement at that time, and your deposit will be credited against the purchase price. Pricing will be the special ISPA 2019 Conference rate as indicated on this agreement. Cancellation: This agreement may be cancelled anytime up to the install date with a thirty (30) day notification via email or written via sales@staysaife.com for a full refund of your deposit.

3. Transferability

This Agreement is not transferable or assignable to another party without the prior written approval of a SAIFE representative.

4. Delivery Schedule

Although we will make efforts to begin delivering Products as soon as reasonably practicable, you understand and agree that there may be delays. An estimated time of delivery (ETD) is only an estimate, is subject to change, and SAIFE does not represent or warrant that it will be able to ship the Product by the estimated date. As a result, in the event that a delay arises and the estimated shipment and/or release of the product is not met, SAIFE is not responsible for any damages that may occur due to the delay, nor shall it be obligated, except as set forth in these Terms, to provide any discounts, refunds or credits due to any such delays. We will provide you periodical updates with respect to such delivery schedule. If for any reason you decide that you do not wish to continue to wait for your Product, you may cancel your reservation as provided for in Section 6 below.

5. Price

The purchase price ("Price") does not include taxes and other government charges, which are your responsibility. If the Price drops after you have pre-ordered, we will refund you the difference. If the Price goes up, your order is secure at the low Price. The Pre-Order Price is valid from the moment you place the Pre-Order right up to 10 days after you receive the item. To claim a refund for the difference, email us at sales@SAIFE.com.

6. Cancellation

You or SAIFE may cancel this reservation by terminating the Pre-Order at any time for any or no reason prior to our notice to you that your Product is ready for delivery. If you do so prior to our notice of delivery, you will obtain a refund of the purchase Price without interest. If SAIFE cancels your reservation you will receive a full refund of the purchase Price without interest (and you will not pay any processing fee).

7. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES WILL SAIFE BE HELD LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OR RELATED TO THIS AGREEMENT. IN THE EVENT SAIFE IS HELD LIABLE FOR ANY DAMAGES ARISING OUT OR RELATED TO THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY WILL BE THE FULL REFUND OF YOUR PURCHASE PRICE WITHOUT INTEREST.

8. Terms and Conditions of Sale

The purchase of the Products is subject to additional terms and conditions provided by SAIFE, including in respect of any software included in the Products or intellectual property embodied in the Products or data collected by the Products. Your purchase of the Product will be subject to the terms and conditions of the final service level agreement and the refund policy

9. DISCLAIMER

SAIFE DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROTOTYPE PRODUCT DISPLAYED BY SAIFE WHETHER BEFORE OR AFTER YOU HAVE PLACED THE PRE-ORDER. YOU UNDERSTAND AND AGREE THAT THE PRODUCT, ITS DESIGN AND TECHNICAL FEATURES ARE CURRENTLY UNDER DEVELOPMENT AND THAT THE PRODUCT THAT MAY BE AVAILABLE FOR PURCHASE BY YOU MAY BE MATERIALLY DIFFERENTLY FROM THE PROTOTYPE PRODUCT. IF FOR ANY REASON YOU ARE UNHAPPY WITH THE FINAL VERSION OF THE PRODUCT, YOUR SOLE AND EXCLUSIVE REMEDY WILL BE TO CANCEL YOUR PRE-ORDER AS DESCRIBED IN SECTION 6 ABOVE.

10. Changes to the Terms

SAIFE reserves the right to change any of the terms for any or no reason. We will provide notice of any material changes and, if you are unhappy with such changes, your sole and exclusive remedy will be to cancel your reservation as described in Section 6 above.

11. Miscellaneous Provisions

These Terms constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior agreements, representations and understandings of the parties. This Agreement shall be governed by and shall be construed in accordance with the laws of the Commonwealth of Puerto Rico. The venue for any actions relating to the subject matter or enforcement of this Agreement shall be in the city of San Juan.

12. Indemnity, Confidentiality, Non-Circumvention

Licensee agrees to indemnify and hold Licensor harmless against any loss, expense, or damages incurred by Licensor because of claims relating to or arising from Licensee's conduct, including without limitation (a) any breach of this Agreement by Licensee; (b) any illegal violation of the intellectual property rights of any third party under copyright, trademark or patent law of the United States or any other country, Licensee agrees to safeguard Licensor's Confidential Information to the best of their ability from unauthorized disclosure, access, use and misappropriation.



13. Entire Agreement

This Agreement is the entire agreement of the Parties related to the subject matter hereof, and supersedes any and all prior representations, negotiations, agreements and understandings, written and/or oral, between the Parties.

14. Notices

All notices shall be in writing and shall be addressed (a) if to Licensor, to 1250 Avenida Ponce de León, San Juan, Puerto Rico, 00907, email: sales@staysaife.com, or (b) if to the Licensee at such other address and/or facsimile number as such party may have specified by earlier notice to sender.

15. Amendment

This Agreement may not be amended, modified or changed, in whole or in part, except by a written agreement signed by the Parties.

16. Legal Dispute

In the event a legal dispute arises, Licensor shall have the right to collect from the Licensee its reasonable costs and necessary disbursements and attorney's fees incurred in enforcing this agreement.

Credit Card Authorization Form

Cardholder Name: _____

Card Number: _____ Card Type: **VISA** **MC** **AMEX** **DISCOVER**

Expiration Date: _____ CVV Number: _____ (3-4 digit security code)

Billing Address: _____

City: _____ State/Province: _____ Postal Code: _____

I authorize Saife, LLC to charge my credit card in the amount of: _____ **USD**

Printed Name: _____ Setup Fee: \$ _____ **USD**

Signature: _____ 1st Month: \$ _____ **USD**

Date: _____