



SWYFT SOLUTION LICENSE AGREEMENT  
FOR SECURE SWYFT SOFTWARE LICENSES ACQUIRED FROM BLACKBERRY AND ITS DISTRIBUTORS

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE INSTALLING OR USING THE SOFTWARE. BY CLICKING ON THE APPROPRIATE BUTTON BELOW, OR BY INSTALLING, ACTIVATING OR USING THE SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

**1. DEFINITIONS**

- 1.1. **“Customer”** means the end user of Clients’ products and services.
- 1.2. **“Authorized Users”** means any of the following to whom You give permission to use the Software: (a) any of Your employees, consultants or independent contractors; (b) any friend or family member, or any person that resides in Your premises; and (c) any other person who Swyft authorizes in writing.
- 1.3. **“Customer Data”** means data in electronic form provided by Client specific to each of their Customers.
- 1.4. **“Services”** means the provision by Swyft of a secure hosted software solution integrated into a Client’s own information systems environment requiring computing resources, communications, and data storage equipment, as well as support, maintenance, backup, disaster recovery and any other related services defined in the Agreement.
- 1.5. **“Software”** means a series of Swyft owned computer programs used by Client to manage customer information and collect and track customer interactions. Swyft’s product documentation and technical manuals (“Documentation”) for the Software, as well as any and all supporting utilities and programs provided by Swyft, are incorporated herein by reference into the definition of the Software.

**2. PROCESSING SERVICES**

- 2.1. **Service Schedules.** Swyft will perform the Services for Client using its Software, technology equipment, and data processing skills.
- 2.2. **Additional Services.** Client may request Swyft to provide additional services or changes to the Software and Services set forth in the applicable original Schedule (“Additional Services”). Any such request shall be made to Swyft by Client in writing. Swyft reserves the right to accept or decline, in its sole discretion, the request to provide Additional Services and shall use commercially reasonable efforts to modify the existing Software and Services. In the event that the parties mutually agree upon Additional Services to be performed, then a description of such Additional Services shall be set forth in a new Schedule and written Statement of Work (“SOW”). In the event that the parties mutually agree upon modifications to an existing Schedule, then such modifications shall be set forth in a written instrument signed by the parties, containing such changes, including any revised pricing (“Change Order”). Any such additional Schedules or Change Orders shall be incorporated into the Agreements.

**3. SOFTWARE**

**3.1. Software and Documentation License.** The Software is licensed and not sold under this Agreement. Your license to use the Software is conditional upon payment of the applicable license fees, if any. Subject to the terms and conditions herein, this Agreement grants You a personal, revocable, non-exclusive, non-transferable license that permits You and Your Authorized Users, collectively:

- 3.1.1. to enable up to the number of users for which fees have been paid to BlackBerry or BlackBerry’s authorized distributor. If no fees are payable to BlackBerry or BlackBerry’s authorized distributor to enable users to access the Software, then to enable up to the number of users otherwise authorized in writing by Swyft, BlackBerry or its authorized distributor.
- 3.1.2. The Swyft Mobile for Salesforce licenses are an organization level entitlement, not a per user entitlement. A single user is entitled to use the software on multiple mobile devices.

**3.2. Intellectual Property Rights.** Client acknowledges and agrees that Swyft shall retain all right, title and interest in and to all Intellectual Property rights hereunder related to, in connection with, or deriving from the Software and Services. For purposes of the Agreements, “Intellectual Property Rights” shall mean any and all now known or hereafter known tangible and intangible i) rights associated with works of authorship throughout the universe, including but not limited to copyrights, moral rights, and mask-works, ii) trademark and trade name rights and similar rights, iii) trade secret rights, iv) patents, designs, algorithms and other industrial property rights, v) all other intellectual and industrial property rights (of every kind and nature



throughout the universe and however designated, including logos, “rental” rights and right to remuneration), whether arising by operation of law, contract, license, or otherwise, and vi) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof, now or hereafter in force (including any rights in any of the foregoing).

**3.3. Software Use Restrictions.** Client shall not, and shall not permit others to, directly or indirectly: (i) use the Software for purposes other than those set forth herein; (ii) attempt to download, copy, recreate, disassemble, modify, translate, reverse engineer or decompile the Software; (iii) remove, alter or obscure any copyright or other proprietary notices contained in the Software; (iv) sell, rent, lease or sublicense or otherwise transfer Client’s right to use the Software as set forth herein; (v) use the Software other than for Client’s internal business purposes; or (vi) access the Software or probe the Software via an automated tool, except as specifically consented to in advance in writing by Swyft. Swyft shall have the right upon reasonable advance notice to audit and inspect Client’s facilities and records that pertain to the Software, during normal business hours, to verify compliance with these limitations and the other terms of the Agreements.

**3.4. Software Support.** Swyft Technology supports the Swyft Mobile for Salesforce solution through its customer’s internal helpdesk contacts. Swyft Technology provides identified helpdesk contacts email support through the [dfs\\_support@swyftmobile.com](mailto:dfs_support@swyftmobile.com) address with response provided within end of next business day, with a target of 24 hours Monday through Friday. Standard business hours are 9AM – 5PM Eastern Time, Monday – Friday excluding USA Federal Holidays.

The Customer, BlackBerry and Salesforce helpdesks will identify and resolve issues including user devices, connectivity, activation, credentials, Single Sign-on, and Salesforce Cloud Services. Swyft Technology fully supports the application that brings together the security features of BlackBerry Dynamics with the end-user experience of Salesforce.

## 4. CONFIDENTIAL Information

**4.1. Confidential Information.** Each party (in each case, a “Recipient”) acknowledges that it may receive the confidential or proprietary data of the other party (in each case, an “Owner”) in connection with the performance of the Agreements. The parties’ respective confidential information shall include, without limitation: (a) in the case of Swyft: the Software and Services, and all information, programs, documentation, strategies, plans, and pricing concerning it, and (b) in the case of Client: the Customer Data and all other information, regarding and relating to the customers, former customers, applicants and prospective customers of Client, as well as confidential information regarding Client’s products, pricing, business strategies, marketing programs, and offers (together “Confidential Information”). Notwithstanding anything to the contrary herein, neither party shall have any obligation (pursuant to the Agreements or otherwise) with respect to any Confidential Information which: (i) is already known to Recipient without any confidentiality undertaking (as evidenced by supporting documentation); (ii) is or becomes publicly known through no fault of Recipient; (iii) is approved for release in writing by Owner; (iv) is required to be disclosed by law or pursuant to the request of a court or governmental agency; provided, however, that Recipient shall provide Owner with at least ten (10) days’ advance written notice of such legal requirement prior to disclosure and assist Owner as requested in obtaining a protective order for such Confidential Information or other similar relief; or (v) is rightfully received from a third person having no secrecy or confidentiality obligation to Owner. Each Recipient agrees to hold each Owner’s Confidential Information in confidence, in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care), and to refrain from disclosing same to any third parties or to its own employees other than those who need to know same, and use same only as authorized hereunder; except that each party shall be permitted to disclose Confidential Information to its attorneys, accountants, and similar professionals for its own internal business purposes provided that such persons are subject to restrictions at least as strict as those set forth in this Section. Such restrictions shall remain in effect during the term hereof and for a period of three (3) years after termination of the Agreements for any reason; provided, however, that if any such Confidential Information is subject to government or other regulation or constitutes a trade secret (as defined in the Florida Trade Secrets Act), such restrictions shall remain in effect for so long beyond such period as such Confidential Information continues to qualify as so defined. Upon termination of the Agreements, both parties agree to return the Confidential Information they have received prior to or during the term of the Agreements and to destroy any copies that have been made, and if so required by the other party, to certify in writing that it has returned or destroyed all parts of the Confidential Information. The parties further acknowledge that the terms and conditions of the Agreements and the related negotiations between the parties with respect to the Agreements shall be treated as confidential pursuant to this Section.

## 5. INFORMATION SECURITY

**5.1. Appropriate Safeguards.** Without limitation to Swyft’s general obligations of confidentiality, Swyft shall protect the security and confidentiality of Customer Data and Client Confidential Information by implementing administrative, technical



and physical safeguards which protect the integrity and confidentiality of records, and protect against anticipated threats or hazards to the security and unauthorized disclosure or use of such records. Swyft shall document all such safeguards and shall keep them current in light of changes in relevant technology. Swyft shall provide Client with such documentation upon the reasonable request of Client at any time, and promptly provide Client with information regarding any failure of such safeguards.

**5.2. Limited Access to Data.** To the extent Swyft has access to customer data and client confidential information, Swyft shall designate a senior Swyft employee (the "Responsible Manager") who shall have responsibility for preserving the security of Customer Data and Client Confidential Information at all times. The Responsible Manager shall authorize Swyft employees, agents and independent contractors who are necessary for and directly involved in Swyft's performance of its obligations under the Agreements, to have access to the minimum necessary Customer Data and Client Confidential Information on a "need to know" basis (collectively, including the Responsible Manager, the "Authorized Persons"). Swyft shall not allow anyone other than Authorized Persons to have access to the Customer Data and Client Confidential Information. Authorized Person will be apprised of and required to acknowledge the confidential and proprietary nature of the Customer Data and Client Confidential Information, and will be trained with respect to the procedures designed to preserve its confidentiality.

**5.3. Secure Area.** To the extent Customer Data and Client Confidential Information is contained in physical media, Swyft shall maintain such Customer Data and Client Confidential Information in a secure facility (the "Facility"), to which access may be obtained only through a key or computerized card-access security system and to which only the Authorized Persons shall have access. The Facility shall be equipped with 24-hour onsite security and monitoring, security alarm systems, and other reasonable measures designed to protect the security and integrity of the Customer Data and Client Confidential Information.

**5.3.1. Computer System.** To the extent any Customer Data and Client Confidential Information is stored electronically on any information processing system, such system shall meet the following requirements: (a) Such system will have password-controlled access. Each system user will have a unique user id and associated password. Each such password will be randomly selected, non-obvious, and nontrivial. Logon passwords will be changed at least every sixty (60) days. Any generic ID passwords used for connecting to backend databases from front-end applications, such as a web site, will be changed at least every six (6) months. Displaying and printing of passwords will be either inhibited or masked. The Customer Data and Client Confidential Information shall be stored in databases, which shall be protected by a firewall from the public internet and/or internet DMZ and require authentication to gain access; (b) If remote access to, and/or electronic transmission of, Customer Data and Client Confidential Information is required for the performance of Swyft's obligations hereunder: (i) all dial up/in facilities will be protected by a secure call-back system or other secure method, and shall only be accessible from locations in the United States and only through appropriate security gateways/firewalls and (ii) Customer Data and Client Confidential Information shall be encrypted, using at least 128 bit encryption technology, when transferred electronically using public communication facilities; and (c) Only Authorized Persons and Client employees shall be issued password access to data containing Customer Data and Client Confidential Information.

**5.4. Connectivity.** If remote access or connectivity to Client computing systems is required for the performance of Swyft's obligations hereunder, Swyft will ensure that: (i) all Swyft interconnectivity to Client computing systems and/or networks and all attempts at same shall be only through Client's security gateways/firewalls; (ii) it will not access, and will not permit any other person or entity to access, Client computing systems and/or networks without Client's authorization and any such actual or attempted access shall be consistent with any such authorization; and (iii) it will use the latest available, most comprehensive virus detection/scanning program as specified by Client prior to any attempt to access any of Client's computing systems and/or networks, and upon detecting a virus all attempts to access Client's computing systems and/or networks shall immediately cease and shall not resume until such virus has been eliminated.

**5.5. Records and Investigations.** The Responsible Manager shall maintain a record of (i) Swyft's practices relating to the use and disclosure of Customer Data and Client Confidential Information, and (ii) all persons who have access to the Customer Data and Client Confidential Information. Further, Swyft's computer systems shall maintain a record of each time a user accessed the Customer Data and Client Confidential Information, and the user id of such user. Swyft shall record and investigate all unauthorized attempts to gain access to the Customer Data and Client Confidential Information (or systems and equipment used to store, access or transmit Customer Data and Client Confidential Information), and shall promptly notify Client of any such attempt. Swyft shall make such records available to Client at Client's request.

**5.6. Security Reviews.** Swyft shall regularly test and monitor its security procedures and systems, and shall conduct periodic reviews to ensure compliance with the requirements set forth herein. Swyft shall make such reviews available to Client at Client's request. Client shall have the right, at Client's own cost, to conduct periodic reviews and investigations to ensure compliance with the requirements set forth herein, including inspections of the Facility and relevant records maintained



by Swyft, on prior written notice and during normal business hours. If any review or inspection conducted pursuant to this Section reveals a material technical issue, security problem, or other non-compliance with the Agreements, Swyft will propose an appropriate written response, including a plan for the remediation of the problem, within the time reasonably requested by Client or its designee.

## 6. RESPONSIBILITIES

**6.1. Standard of Service.** Swyft agrees that the Software and Services provided to Client hereunder shall be performed in a professional and workmanlike manner and in accordance with prevailing reasonable commercial standards applicable thereto. For purposes of the Agreements, Software and Services shall be deemed to be "Non-conforming" when they do not meet the requirements set forth herein. In the event the Software and Services are Non-conforming, Client may require Swyft, at Swyft's expense, to re-perform or replace such Non-conforming Software and Services;

**6.2. Delay or Error.** Both parties acknowledge that any delay or error by either party shall excuse performance by the other party under the Agreements to the extent performance has been prevented or delayed by each such delay(s) or error(s).

**6.3. Force Majeure.** Swyft or Client shall not be responsible for delays and failures in performance resulting from acts beyond their control. Such acts shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, communication line failures, power failures, earthquakes, or other disasters.

## 7. WARRANTIES

**7.1. Right to Use.** Swyft represents and warrants that the Software and Services were developed by Swyft for its own use, and that Swyft has all the necessary right to use such the Software and Services under the terms of the Agreements;

**7.2. Third Party Infringement.** The Services provided hereunder do not and shall not infringe any trademark, copyright, patent or other proprietary right, or otherwise misappropriate a trade secret of a third party;

**7.3. Corporate Power.** Swyft has all requisite corporate or organizational power, authority and capacity to carry on its business as it is now being conducted, to execute and deliver the Agreements, and to perform all of its obligations hereunder. Swyft does not believe, nor does it have any cause or reason to believe, that it cannot perform each and every covenant contained in the Agreements; and

**7.4. Disclaimer of Further Warranty.** Except for the specific warranties provided in this Section 9, Client agrees to accept all Software and Services, and any information obtained through or from Swyft, at Client's own risk. SWYFT DOES NOT MAKE ANY FURTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE AND SERVICES RENDERED BY ITS PERSONNEL OR THE RESULTS OBTAINED FROM THEIR WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## 8. INDEMNIFICATION

**8.1. Infringement Indemnification.** Swyft shall indemnify and defend Client against any claims, costs, liabilities or expenses ("Claims") incurred or suffered by Client as a result of Swyft's breach of the Infringement Warranty, as defined in Section 9; provided, however, that Client: (a) provides Swyft with prompt notice of any such claim or allegation, (b) allows Swyft to assume the defense or settlement of same in its sole discretion, and (c) provides reasonable assistance to Swyft upon request in resolving any such matters. In the case of a final award of damages in any such suit, Swyft will pay such award, but shall not be responsible for any settlement made without its prior written consent. If Swyft is held to have infringed a third party's copyright, trademark or patent registered or issued in the United States, Swyft shall, at its option: (a) modify the Software or Services, as applicable, in a manner to make it non-infringing; (b) replace the infringing Software with non-infringing software; (c) attempt to obtain a license from the owner of the intellectual property that the Software is held to infringe; or (d) if none of the preceding three options are available, terminate the Agreement and refund to Client all fees which have been prepaid by Client to Swyft for Services beyond the effective date of termination. This Section states Swyft's total responsibility and liability, and Client's sole remedy, for any actual or alleged breach of the Infringement Warranty. Without limitation of the foregoing, in no event shall Swyft be liable for any indirect, special, or consequential damages resulting from any breach of the Infringement Warranty.

**8.2. Indemnification by Client.** Client shall indemnify and defend Swyft against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with Claims made or brought against Swyft by a third party alleging that the Client's use of the Services in violation of the Agreements has harmed, such third party; provided, that Swyft (a) promptly gives written notice of the Claim to Client; (b) gives Client sole control of the defense and settlement of the Claim (provided that



Client may not settle or defend any Claim unless it unconditionally releases Swyft of all liability); and (c) provides to Client, at Client's cost, all reasonable assistance.

## 9. LIMITATION OF LIABILITY

**9.1 Limitation of Liability.** SWYFT'S OBLIGATION IN THE EVENT OF NEGLIGENCE OR ERROR BY SWYFT IN THE PERFORMANCE OR NON-PERFORMANCE OF ITS DUTIES HEREUNDER SHALL BE LIMITED TO REPROCESSING THE CUSTOMER INFORMATION FOR CLIENT. CLIENT AGREES TO NOTIFY SWYFT IN WRITING WITHIN TWO (2) BUSINESS DAYS OF ANY NEGLIGENCE OR ERROR.

**9.2 Damages.** IN NO EVENT WILL SWYFT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR THIRD PARTY DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO LOST PROFITS, LOSS OF GOODWILL OR BUSINESS INTERRUPTION, ARISING OUT OF THE AGREEMENTS OR THE USE OF ANY EQUIPMENT, THE SOFTWARE, DOCUMENTATION OR SERVICE PROVIDED UNDER THE AGREEMENTS EVEN IF SWYFT HAS BEEN ADVISED IN ADVANCE THAT SUCH DAMAGES MAY BE INCURRED.

## 10. DISPUTE RESOLUTION

**10.1. Arbitration.** Any dispute between the parties arising out of or relating to the Agreements (whether or not a contract dispute) shall be resolved exclusively as follows: (a) notice of the dispute, in sufficient written detail to address the dispute or determine an appropriate resolution, shall be submitted to the Chief Financial Officer or equivalent of each party and those executives shall attempt in good faith to resolve the dispute within ten (10) days after such submittal; (b) if the executives are unable to resolve the dispute within such period, and either party wishes to pursue the matter, the parties shall attempt to resolve the dispute by mediation administered by the American Arbitration Association ("AAA") governed by its Commercial Mediation Rules then in effect; and (c) if the dispute is unresolved after two (2) full days of mediation, or such other period as the parties may agree, and any party wishes to pursue the matter, the dispute shall be determined by binding and non-appealable arbitration under the rules of the American Arbitration Association. Any such arbitration shall be conducted by a single arbitrator chosen by the parties, or, if the parties are unable to agree upon a single arbitrator, by a single arbitrator appointed by the Jacksonville, Florida office of such association. All costs and expenses incurred in connection with any arbitration proceeding (including reasonable attorneys' fees) shall be borne by the party against which the decision is rendered, or, if no decision is rendered, the costs and expenses shall be borne equally by the parties. If the arbitrator's decision is a compromise, the determination of which party bears the costs and expenses incurred in connection with the arbitration proceeding shall be made by the arbitrator on the basis of the arbitrator's assessment of the relative merits of the parties' positions. The awards of the arbitrator shall be specifically enforceable by a court of competent jurisdiction

**10.2. Litigation.** The parties to the Agreements agree that the only circumstance in which disputes between them will not be subject to the provisions of Section 12.1 is where a party makes a good faith determination that a breach of the terms of the Agreements by the other party is such that the damages to such party resulting therefrom will be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order and/or other immediate injunctive relief is the only adequate remedy for such breach. If a party making such a determination files a pleading with a court seeking such immediate injunctive relief and this pleading is challenged by the other party to the Agreements and the challenging party succeeds in such challenge, the party filing such pleading seeking immediate injunctive relief shall pay all of the costs and attorneys' fees of the party successfully challenging such pleading.

## 11. MISCELLANEOUS

**11.1. Governing Law: Submission to Jurisdiction.** The Agreements are entered into and shall be governed by the laws of the State of Florida and the parties expressly agree to submit to the jurisdiction of the courts of Duval County, Florida in the event litigation is commenced pursuant to Section 12.2.

**11.2. Publicity.** Client shall allow the use of its company name and company logo on Swyft's website and in Swyft's marketing materials. Client will allow Swyft to issue a press release identifying the Client on the execution and subsequent renewal of the Agreement.

**11.3. Entire Agreement.** The Agreements embodies the entire understanding between the Parties. All prior and contemporaneous correspondence, conversations and memoranda are merged in, replaced by and without effect on the Agreements. All Exhibits, Schedules and Addenda attached hereto shall be incorporated herein and shall be understood to be a part hereof as though included in the body of the Agreements. The Agreements, including all Exhibits, Schedules, and Addenda may be modified only by a written agreement signed by each of the Parties hereto

220 Ponte Vedra Park Drive, Suite 200, Ponte Vedra Beach, FL 32082

Phone: 904-854-6700

www.swyftmobile.com





**11.4. Partial Invalidity.** The final determination by a court or an arbitration panel of the invalidity or unenforceability of any provision or clause of the Agreements, in whole or in part, shall in no way impair or affect the validity or enforceability of any other provision of the Agreements, all of which shall remain fully effective.

**11.5. No Waiver.** The failure to insist upon strict compliance with any of the terms, covenants or conditions of the Agreements by either Party shall not be deemed a waiver of such terms, covenants or conditions. No waiver or relinquishment of any right or power by either Party under the Agreements at any one or more times shall be deemed a waiver or relinquishment of such right or power at any other time or times.

**11.6. Assignment.** Neither the Agreements nor any rights or obligations hereunder may be assigned by either party hereto without the prior written consent of the other. Merger, consolidation or other business reorganization of either party shall not be deemed an assignment hereunder; provided that the Assignee is not an entity, or an affiliate or subsidiary of an entity, which engages or attempts to engage in the business of providing any software or services that compete with such software or services provided by the non-assigning party. The assigning party hereby agrees to provide reasonable advance notice to the other party of any assignment, which does not require the consent of such other party. The Agreements shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Neither the terms of the Agreements nor any performance hereunder shall be construed to create any rights in any person other than the parties to the Agreements.

**11.7. Applicable Law.** Each Party hereto agrees that it shall comply with all applicable laws, ordinances, codes and regulations in the performance of its obligations or receipt of services pursuant to the Agreements, including but not limited to obtaining the necessary permits, licenses and certificates where required. If at any time during the term of the Agreements, a Party is informed or information comes to its attention that it is or may be in violation of any law or regulation (or if it is so determined by any court, tribunal or other authority), that Party shall immediately take all appropriate steps to remedy such violation and comply with such law or regulation, in all respects. Further, each Party shall: (i) establish and maintain all proper records (particularly, but not limited to, accounting records) required by any law, regulation or policy applicable to it from time to time; and (ii) cooperate to exchange information regarding any changes to legal or regulatory requirements applicable to the Agreements and regarding any judicial or administrative decree, order or ruling that might impact the services governed by the Agreements.

**11.8. Pending Litigation.** Client shall immediately notify Swyft of any pending or threatened litigation, proceeding or governmental investigation, or of any issued order, injunction or decree which is reasonably expected to have a material adverse effect on the Agreements or the services to be provided hereunder.

**11.9. No Exclusivity.** Swyft shall provide Services on a non-exclusive, as-needed basis.

**11.10. No Hiring Without Prior Consent.** Client and Swyft agree that neither party will solicit the services of any employee of the other party during the Original Term or any Extended Term of the Agreements or within one hundred and eighty days (180) following termination, without first obtaining the written consent of the other party. Notwithstanding the foregoing, Client and Swyft understand and agree that the following shall not constitute solicitation under this Section: (i) employment solicitations directed to the general public at large, including without limitation newspaper, radio and television advertisements, and (ii) an employment solicitation directed by a party to an employee of the other party, and any related communication, that occurs after a communication regarding employment that was initiated by the employee.

**11.11. Independent Contractor.** Each Party shall perform the responsibilities described in the Agreements as an independent contractor and unless stated explicitly, nothing contained herein shall be deemed to create any partnership, joint venture, or relationship of principal and agent between the Parties hereto or any of their affiliates or subsidiaries, or to provide either Party with any right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other Party.

**11.12. Notices.** Any notices required or permitted under the Agreements shall be in writing and be given by personal delivery or sent by a nationally recognized overnight mail service or United States first-class mail (except notice of termination which shall be sent by a nationally recognized overnight mail service that obtains evidence of delivery or by United States certified mail), postage prepaid, addressed to the Party for whom it is intended at its address as follows

To Client:	To the attention of the Client Authorized Representative at the Client Address indicated on the Swyft Mobile Order Form executed by the parties.
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To Swyft:		Swyft Technology, LLC
		220 Ponte Vedra Park Dr.
		Suite 200
		Jacksonville FL 32082
	Attn:	Chief Financial Officer
Tele:	(904) 854-6700	

**220 Ponte Vedra Park Drive, Suite 200, Ponte Vedra Beach, FL 32082**  
**Phone: 904-854-6700**  
[www.swyftmobile.com](http://www.swyftmobile.com)