



SwallowSTRONG System Rental Agreement

This Agreement is dated _____ between Swallow Solutions, LLC., a Wisconsin Limited Liability Company ("Swallow Solutions"), and _____ ("Customer") maintaining an office at _____.

1. Scope of Agreement

- 1.1. Swallow Solutions will rent to Customer one or more SwallowSTRONG Devices for the purpose of delivering oropharyngeal strengthening therapy to individuals with swallowing disorders.
- 1.2. The rental period will start on _____. Swallow Solutions warrants that all rented devices will be delivered on or before this start date provided that the initial rent payment has been received.

2. Payments and Fees

- 2.1. Customer will pay the monthly rental fee as defined in Exhibit A.
- 2.2. The rental payment will be due on the first business day of each month, in advance.
- 2.3. Rental payments not received by the fifth business day of the month shall incur, and Customer agrees to pay, an additional fee of 10%.
- 2.4. Upon initiation of this contract and before the rented devices are delivered, Customer will pay the security deposit as defined in Exhibit A as well as the initial rental payment.
- 2.5. In the event that the rental period starts on a day other than the first business day of the month, the initial rent payment will consist of payment for the partial month, prorated for the number of days remaining in the month, plus payment for the first full month.
- 2.6. Mouthpieces are sold separately and are not included in the rental price.

3. Termination

- 3.1. Customer may terminate this agreement at any time with 30 days advance written notice.
- 3.2. Upon termination of the rental agreement, Customer will return all rented devices, including any and all parts and accessories, to Swallow Solutions in original working condition.



3.3. Upon receipt of the returned rented devices, Swallow Solutions will refund to Customer the security deposit. In the event that any components, parts, or accessories are not returned in original working order, Swallow Solutions may withhold from the security deposit an amount up to the component replacement price as shown in Exhibit B. If the total amount exceeds the security deposit, then Customer agrees to pay the difference to Swallow Solutions within 30 days.

3.4. In the event that Customer has neither returned the rental device(s) nor paid all due rental payments for a period of 30 days, then Swallow Solutions will invoice and Customer agrees to pay the full replacement value as defined in Exhibit A for each outstanding rental device.

4. Warranty

4.1. Swallow Solutions will warranty rented devices against defects in materials and workmanship for the duration of this agreement.

4.2. This warranty does not apply to damage due to use or misuse of the rented devices.

5. Other Considerations

5.1. Customer understands that the rental devices, including all components, parts, and accessories, remain the exclusive property of Swallow Solutions.

5.2. Shipping Costs: The cost shipping will be at least \$60 for each SwallowSTRONG device shipped.

5.3. Customer further understands that the Intellectual Property Rights related to the rental devices covered by this Agreement are the exclusive property of Swallow Solutions or its affiliates or its licensor(s), and, except as is necessary in connection with Customer's use of the products pursuant to the terms of this Agreement, such Intellectual Property Rights shall not be used by Customer in any way without the written prior consent of Swallow Solutions. Nothing in this Agreement shall give Customer any right, title, or interest in any of Swallow Solutions' Intellectual Property Rights.



IN WITNESS THEREOF, the parties, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as set forth below.

Swallow Solutions LLC

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Bill To:

Name: _____

Address: _____

City, State: _____

Tel: _____

Credit Card Information:

CC#: _____

Expiration: : _____

Ship To:

Note: Must be shipped to registered clinician or physician,

Name: _____

Address: _____

City, State, _____

Tel: _____



Exhibit A: Rental Prices and Fees

Security deposit \$250.00 per device (one time)

CIRCLE ONE RENTAL OPTION BELOW:

SwallowSTRONG System rental
Includes SwallowSTRONG Device and Swallow Strong Management System (SSMS) \$200.00 per device per month

SwallowSTRONG Device rental
Without Swallow Strong Management System (SSMS) \$165.00 per device per month

SwallowSTRONG System Full Replacement Value
Includes SwallowSTRONG Device and Swallow Strong Management System (SSMS) \$3,620.00 per device

SwallowSTRONG Device Full Replacement Value
Without Swallow Strong Management System (SSMS) \$2,795.00 per device

Exhibit B: Component Replacement Prices

User Interface with Software \$2300.00 per device

Digitizer Module \$525.00 per device

USB Cable
Connecting user interface and digitizer module \$10.00 per device

Carrying Case \$69.95 per device

Power charger with cable \$15.00 per device