

GREG KNOLLMEYER SERVICES, LLC
CONSULTING AGREEMENT

1. This Agreement is effective *date*, between Greg Knollmeyer Services, LLC (Consultant), a Michigan LLC with its principal place of business at 210 Collingwood Rd. #100, Ann Arbor, MI 48103, and *your name* (Company), a *state* Chiropractor with its principal place of business at *your address*.
2. Consultant agrees to provide a client management system (CMS) in accordance with the terms and conditions of this Agreement.
3. Consultant warrants and agrees that the CMS will be free from any disabling code or computer viruses.
 - a. “Disabling code” means any program or routine specifically and intentionally designed to cause the CMS or any portions of it to be destroyed, damaged, or otherwise made inoperable in the course of authorized use of the CMS.
 - b. “Computer virus” means a computer program, code, or set of instructions that is not designed to be a part of the CMS and that when inserted into the computer’s memory duplicates all or part of itself without specific user instructions to do so or erases, alters, or renders unusable any computer data, memory, software, or related hardware without specific user instructions.
 - c. These warranties do not apply to change Company makes over time, or other changes that do not result from any error on the part of Consultant.
4. Consultant shall not, at any time during or after the term of this Agreement, in any manner, either directly or indirectly, divulge, disclose, or communicate to any person, firm, corporation or other entity, or use for his own benefit or for the benefit of any other person, firm, corporation or other entity, and not for the benefit of the Company, any information acquired from the Company or its affiliates, without the express prior written consent of an authorized executive officer of the Company.
5. Consultant shall begin configuring the CMS when this agreement is executed. Consultant shall complete the setup within 1 week.

6. Consultant is an independent contractor and not an employee, agent, co-venturer, or representative of the Company. Consultant shall at all times disclose that he is an independent contractor of the Company and shall not represent to any third party that he is an employee, agent, coventurer, or representative of the Company. The Company shall not withhold any funds from Consultant for tax or other governmental purposes, and Consultant shall be responsible for the payment of same.
7. Consultant hereby grants Company full non-exclusive rights to use the CMS to help manage Company's business. Consultant retains rights to the design of the system. Company has no rights to sell the CMS, Consultant's work nor any derivative of it.
8. Company shall pay Consultant before configuration of the client's CMS. If further services are needed, the parties will agree upon that work separately and in writing.
9. EXCEPT AS SET FORTH IN SECTION 3 AND SECTION 4, EACH PARTY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
10. Company agrees to defend, indemnify, and hold the other harmless for any and all damages, charges, losses, and expenses (including reasonable attorney fees and costs) for any claim arising out of the negligence of the other, provided that the indemnifying party receives timely notice of such claim and controls all litigation and settlements.
11. The maximum of any liability for the Consultant shall be the amount of fees paid by the Company to the Consultant.
12. Both parties shall comply with all applicable international, national, and local laws and regulations.
13. A copy of the signature of any party will be immediately binding on that party when other party receives it by email. It will have the same effect as an original signature.
14. This Agreement, and its exhibits and any amendments, represents the entire agreement between the parties regarding the setup and installation of the CMS and shall not be modified without the express written consent of both parties.

15. This Agreement shall be governed by and construed in accordance with the laws of the state of Michigan.

Greg Knollmeyer Services, LLC

Dated:

By: /s/ _____

Greg Knollmeyer

Its: Member

Dated:

date

By: /s/ _____

you

Its: Proprietor