LIFESCIENCE TECHNOLOGIES, LLC
CVi CONNECT PROFESSIONAL EDITION

SUBSCRIPTION AGREEMENT

THIS **SUBSCRIPTION AGREEMENT** (the "Agreement") is effective as of _____, 2020 (the "Effective Date"), and is made and entered into by and between **LifeScience Technologies, LLC**, a Kansas limited liability company ("LST") and the client listed below ("Customer"), each a "Party" and together the "Parties."

Customer Information

Name of Customer:	
Address:	
City/State/ZIP:	
Primary Contact:	
Phone:	
Email:	
Tax Exempt?	Yes: ☐ No: ☐

*If tax exempt, please attach certificate of exemption to this Agreement as Exhibit A.

BACKGROUND

(A)   LST has developed CVi Connect Professional Edition ("CViConnect Pro"), a software application for people with cortical visual impairment, that can be accessed through the web, which it makes available to subscribers via the internet on a subscription basis.

(B)   The Customer wishes to use CVi Connect Pro for its students who have cortical visual impairment.

(C)   LST has agreed to provide and the Customer has agreed to subscribe to and pay for CViConnect Pro, subject to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises hereof and the mutual covenants, agreements, obligations and consideration hereafter provided, it is agreed by the Parties hereto as follows:

1.   **Definitions.** Terms not otherwise defined herein, have the following meaning:

1.1   "Authorized Users" means those employees, agents, independent contractors and students of Customer who are authorized by Customer to use the Services and for whom a Subscription Fee has been paid. Each Authorized User will have a unique username and login as set forth in more detail below.

1.2   "Authorized User Data" means the personal data and information Authorized Users provide to LST and/or input by Customer into the Service for the purpose of creating an account for an Authorized User but excluding the Customer Data and LST Data.

1.3   "Business Hours" means generally 8:00-5:00 Central Standard Time.

1.4   "Customer" means an educational organization that has been approved by LST and has signed this Agreement. The Customer signing this Agreement will be responsible for the obligations of other schools or entities which participate under this Agreement.

1.5   "Customer Data" means all data, information, workflows, files, including hypertext markup language files, documents, audio and visual information, graphics, scripts, programs, that Customer creates, installs, uploads to or transfers in or through the Software or content produced in the course of using the Software.

1.6   "Confidential Information" means each Party's information that would reasonably be considered confidential and/or proprietary given the nature of the information or the manner of disclosure and regardless of whether such was marked or stamped as confidential, including, but not limited to, personally identifiable student education records as defined in the Family Educational Rights and Privacy Act of 1974 ("FERPA"), .

1.7   "Intellectual Property Rights" means, including without limitation, rights in patents, trademarks, service marks, trade names, other trade-identifying symbols and inventions, copyrights, design rights, database rights, rights in know-how, trade secrets and any other intellectual property rights arising anywhere in the world, whether registered or unregistered, and including applications for the grant of any such rights;

1.8   "LST Data" means (i) such information or data provided by LST to Customer as part of the Services; (ii) any meta data extracted by LST from Customer's use of the Services to be used to provide the Services; and (iii) any feedback or suggestions from Customer or Authorized Users to LST relating to the Services;

1.9   "Services" means (i) use of the Software in accordance with this Agreement, (ii) use of LST Data; (iii) the provision of the Support Services.

1.10   "Software" means the CVi Connect Professional Edition accessed via a web-based application, a mobile application, available in the Apple app store, and the Support Services.

1.11   "Subscription Fee" has the meaning set forth in Section 6.1.

1.12   "Support Services" means the support services described on Exhibit C.

1.13   "Updates and Upgrades" means modifications, corrections versions, fixes, and program temporary fixes to the Software and new versions of the Software.

1.14   "Virus" means any thing or device (including any software, code, file or program)

which may prevent, impair or otherwise adversely affect the access to or operation, reliability or user experience of any computer software, hardware or network, telecommunications service, equipment or network or any other service or device, including worms, trojan horses, viruses and other similar things or devices.

2.   **Subscription; Addition Terms of Service.**

2.1   <u>Users and Services</u>. LST will provide the Services during the Term in accordance with the terms set out in this Agreement. Subject to the Customer purchasing the User Subscription(s), the restrictions set out in this Section 2 and the terms and conditions of this Agreement, LST hereby grants to the Customer a non-exclusive, non-transferable right to permit the Authorized Users to use the Services during the Term solely for Customer's internal uses.

2.2   <u>Unique Authorized Users</u>. In relation to the Authorized Users, Customer agrees that the maximum number of Authorized Users that it authorizes to access and use the Services will not exceed the number of User Subscriptions it has purchased from time to time. Customer further agrees that it will not allow any User Subscription to be used by more than one individual Authorized User unless it has been reassigned in its entirety to another individual Authorized User, in which case the prior Authorized User will no longer have any right to access or use the Services.

2.3   <u>Passwords</u>. Each Authorized User will keep a secure password for of the Services and each Authorized User will keep Authorized User's password confidential.

2.4   <u>No Illegal Activity or Viruses</u>. Customer will not access, store, distribute or transmit any Viruses, or any material, including without limitation Customer Data and the Authorized User Data, during the course of its use of the Services that (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (ii) facilitates illegal activity; or (iii) in a manner that is otherwise illegal or causes damage or injury to any person or property; and LST reserves the right, without liability or prejudice to its other rights to Customer, to disable Customer's access to any material that breaches the provisions of this Section.

3.   **Customer Obligations**.

3.1   Customer will not:

3.1.1   attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software in any form or media or by any means; or

3.1.2   attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

3.1.3   access all or any part of the Services in order to build a product or service which competes with the Services; or

3.1.4   use the Services to provide services to third parties, except that Customer may use the Services to provide services to students enrolled in one or more of Customer's constituent school districts as defined in Michigan's Revised School Code; or

3.1.5   license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the Authorized Users, or

3.1.6   attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided in this Agreement; or

3.1.7   Customer will use all reasonable methods to prevent any unauthorized access to, or use of, the Services and, in the event of any such unauthorized access or use, promptly notify LST.

3.2   <u>Additional User Subscriptions</u>. Customer may, from time to time during the Term, purchase additional User Subscriptions for additional fees as set out on Exhibit A and LST will grant access to the Services to such additional Authorized Users in accordance with the provisions of this Agreement.'

3.3   <u>Services Availability and Support</u>

3.3.1   LST will, as part of the Services and at no additional cost to Customer, provide Customer with LST's standard Support Services during Business Hours. LST may amend the Support Services for improvements in its sole and absolute discretion from time to time.

3.3.2   Customer may purchase enhanced support service packages separately, as may be offered by LST from time to time, as set forth on <u>Exhibit C</u>, at LST's then current rates for any such additional support services (as notified to Customer by LST from time to time).

3.4   <u>Updates and Upgrades</u>. During the Term, LST will provide Customer with Updates and Upgrades as soon as reasonably possible after the launch of a new version of the Software. During the Term, at Customer's request, LST will provide Customer with all Updates and Upgrades necessary to support the Software.

4.   **Term; Termination**

4.1   <u>Term</u>. This Agreement will be effective on the Effective Date and will continue for (1) one year (the "<u>Initial Term</u>"). Provided that Customer is not in default under this Agreement, this Agreement will automatically renew for successive one-year periods (the Initial Term and any successive periods will be referred to as the "<u>Term</u>") unless either Party gives the other Party written notice of intent not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term, or the then existing renewal period, subject, however, to termination under <u>Section 4.2</u>

4.2   <u>Termination</u>.

4.2.1   Termination for Convenience. After the first anniversary of the Effective Date, either Party may terminate this Agreement without Cause by giving the other Party at least ninety (90) days advance written notice.

4.2.2   Termination for Cause. This Agreement may be terminated by either Party for Cause pursuant to the terms of this Agreement. Prior to termination for Cause, the non-breaching Party will provide written notice (which notice will, in reasonable detail, specify the nature of the breach) to the breaching Party and allow the breaching Party to cure such breach within thirty (30) days after the receipt of such written notice before the non-breaching Party can terminate this Agreement upon written notice.

4.3   Effect of Termination.

4.3.1   Termination of all Licenses. Upon the termination of this Agreement, the rights granted to (i) Customer by LST will terminate immediately and the Customer and all Authorized Users will cease all use of the Services and (ii) LST to Customer Data, Customer Confidential Information, and any Customer Intellectual Property will terminate immediately and LST will cease all use of such.

4.3.2   Payment of Fees. No termination of this Agreement will release the Customer from its obligations to pay LST any fees or expenses which accrued prior to the termination date or which accrue after the termination date. If Customer terminates this Agreement without Cause within the first twelve (12) months of the Term, Customer is obligated to pay any fees for the remaining months of the first twelve months (the "Termination Period"), including the Subscription Fee. The obligations related to protection of Confidential Information set forth in this Agreement will survive termination of this Agreement.

5.   **Delivery and Use**

5.1   Delivery. LST will provide access to the Software as soon as reasonably possible after the Effective Date or as mutually agreed to by the Parties in writing.

5.2   Use. Customer recognizes that the Software may be used while working with minors, and Customer agrees that Customer will obtain all necessary consents to use the Software while working with minors. LST will not be responsible for any failure of Customer to obtain the appropriate consents that may be required to use the Software with any minors.

6.   **Subscription Fees**

6.1   In consideration for the use of Software and other services set forth in this Agreement, Customer will pay LST the license fee (the "Subscription Fee") as set forth in Exhibit B.

6.2   Customer will pay the Subscription Fees and any additional fees related to the Services as set forth on Exhibit B to LST in accordance with this Section 6.

6.3   All Fees and approved expenses will be paid by Customer in full and without

deduction within thirty (30) days of the date of invoice.

6.4   If LST has not received payment for any invoices by the due dates and without prejudice to any other rights and remedies of LST, LST by giving thirty (30) Business Days prior written notice to Customer, without liability to Customer, disable Customer's and Authorized Users' passwords account and access to all or part of the Services and LST will be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and charge interest which will accrue on such due amounts at the higher of (i) an annual rate equal to 18% or (ii) the standard statutory delay interest rate under applicable law.

6.5   All amounts and Fees stated or referred to in this Agreement are non-refundable and are exclusive of all taxes. Customer will be solely responsible for, and paying all applicable taxes relating to this Agreement, and the use or access to the Services.

7.   **Confidentiality**

7.1   <u>LST Trade Secret</u>. Customer acknowledges that the Software is proprietary to LST and constitutes an LST trade secret. The Software will be kept confidential by Customer and will not be disclosed by Customer to any person or Party without LST's prior written consent, except those Customer employees who have a reasonably necessary need to know for operation of Customer's business.

7.2   <u>Treatment of Confidential Information</u>. No Party (the "<u>Receiving Party</u>") will duplicate, use or disclose all or any part of the other Party's Confidential Information (the "<u>Disclosing Party</u>"), except in accordance with the terms and conditions of this Agreement, and the Confidentiality Agreement as incorporated by reference. Each Party will have an appropriate agreement with each of its employees, contractors and agents having access to the other Party's Confidential Information sufficient to enable that Party to comply with all the terms of this Agreement. The Receiving Party agrees to protect the Disclosing Party's Confidential Information with the same standard of care and procedures which it uses to protect its own trade secrets and Confidential Information of like importance and, in any event, will adopt or maintain procedures reasonably calculated to protect such Confidential Information.

<u>Nondisclosure</u>. Customer will not disclose the terms and conditions of this Agreement to (i) any third party; (ii) any person in Customer's organization other than those who require it in the performance of their jobs. Customer may disclose any such information requested by the government agencies that may require that information in the performance of examinations and audits of their clients.

7.3   <u>Remedies</u>. If Customer or any of its employees, agents, or representatives attempt to use, duplicate, reverse engineer, or dispose of the Software, in whole or in part, in a manner contrary to the terms of this Agreement, LST will have the right, in addition to such other remedies as may be available to it, to injunctive relief enjoining such acts or attempts, it being acknowledged that legal remedies are inadequate.

8.   **Representation and Warranties**

8.1   Party Representations. Each Party represents and warrants that:

8.1.1   The Party has the power and authority to enter into and perform this Agreement.

8.1.2   The representative executing this Agreement is duly authorized to execute this Agreement.

8.1.3   The Party is not restricted in any way, by agreement or otherwise, from entering into this Agreement.

8.2   Customer's Representations and Warranties.

8.2.1   Customer represents and warrants that, without the written consent of LST, Customer will not sublicense any right granted herein to any third party, except as provided in this Agreement.

8.2.2   Customer will not modify, adapt, translate, reverse engineer, decompile, disassemble, or sell or create derivative works based on the Software, in whole or in part, nor modify, adapt, translate or create derivative works based on the Software, in whole or in part, without the prior written consent of LST.

8.3   LST's Representations and Warranties.

8.3.1   LST and its respective employees and agents will perform their responsibilities in a professional, competent, manner.

8.3.2   LST represents and warrants that there is no litigation pending against LST, nor does it know of any potential litigation against it, which would limit, restrict, or prevent Customer's use of the Software or any other services under this Agreement.

8.3.3   LST represents and warrants CVi Pro is free of the claim of any third person by way of infringement of any patent, copyright, or other proprietary right.

9.   Warranty; Limitation of Liability and Warranty

9.1   Warranty. LST warrants that the Services (excluding any third-party application) will be performed with reasonable skill and care for the Subscription Term.

9.2   Exclusion from Warranty. The warranty provided in Section 7.1 shall not apply to the extent of any non-conformance which is caused by Customer's use of the Services contrary to LST's' instructions, or modification or alteration of the Services by any party other than LST or LST's duly authorized contractors or agents. If the Services do not conform with the warranty provided in clause 7.1, LST will, at its expense, use commercially reasonable efforts to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes Customer's

sole and exclusive remedy, and LST's sole and exclusive liability for any breach of the warranty.

9.3   Limitations. Notwithstanding the foregoing, LST:

9.3.1   does not warrant that Customer's use of the Services will be uninterrupted or error-free; or that the Services and/or the information obtained by Customer through the Services will meet Customer's requirements;

9.3.2   is not responsible for any delays, delivery failures, or any other loss or damage resulting from Customer's access to and use of the Services through third party applications (such as Google) or the transfer of data over communications networks and facilities, including the internet, and Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities;

9.3.3   is not responsible for any Virus which was not detected by LST using reasonable current commercial methods of detection;

9.3.4   nor its suppliers, shall have any liability whatsoever for the accuracy, completeness, or timeliness of Customer Data, or for any decision made or action taken by Customer, any Authorized User, or any third party in reliance upon any Customer Data.

9.4   Limitation of Liability. THE LIABILITY OF LST AND CLIENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, IN CONNECTION WITH THE SERVICES PROVIDED UNDER THIS AGREEMENT, WILL BE THE LESSER OF: (1) THE ENTIRE FEES FOR THE SERVICES AND LICENSED SOFTWARE PAID TO LST IN CONNECTION WITH THIS AGREEMENT; OR (2) THE LICENSE FEE FOR THE LICENSED SOFTWARE PAID TO LST IN CONNECTION WITH THE LICENSED SOFTWARE FOR THE PREVIOUS TWELVE (12) MONTHS. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR OTHER ECONOMIC LOSS ARISING UNDER THIS AGREEMENT. THIS LIMITATION OF LIABILITY WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE AND INDEPENDENT OF ANY FAILURE OF ESSENTIAL PURPOSE OF THE REMEDIES PROVIDED HEREUNDER, AND WILL APPLY WHETHER OR NOT A PARTY HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PROVISIONS OF THIS SECTION WILL NOT APPLY TO: (i) ANY BREACH BY A PARTY OF CONFIDENTIALITY AND/OR NON-DISCLOSURE PROVISIONS THEREUNDER, (ii) GROSS NEGLIGENCE, OR (iii) MISUSE OF THE INTELLECTUAL PROPERTY BY A PARTY.

9.5   Limitation on Warranty. WITH THE EXCEPTION OF EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT, LST PROVIDES THE LICENSED SOFTWARE "AS IS", WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED AND LST DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR

PURPOSE.

     9.6   Survival. This section will survive termination of this Agreement.

10.   **Intellectual Property; Infringement Indemnity and Replacement**

     10.1   Intellectual Property Rights. Customer acknowledges and agrees that LST and/or its licensors own all Intellectual Property Rights in the Software, Services and LST Data. Except as expressly stated herein, this Agreement does not grant Customer any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect of the Software, Maintenance Releases, Services or LST Data.

     10.2   Infringement Indemnity. Each party (an "Indemnifying Party") agrees to indemnify, defend and hold the other Party and its officers, directors, agents, employees, successors and assigns ("Indemnified Parties") harmless from and against any and all losses incurred by an Indemnified Party arising from any third party claim related to an Intellectual Property Right asserted against the Indemnified Party by virtue of the Indemnified Party's use of the Indemnifying Party's intellectual property; provided, however, that (i) the Indemnifying Party is given prompt notice of any such claim, (ii) the Indemnifying Party has the right to control and direct the defense of such claim, and (iii) the Indemnified Party fully cooperates with the Indemnifying Party in such defense.

     10.3   No Infringement Indemnity. LST will not have any liability for any claim of infringement to the extent such results from (i) any modification or enhancement to its Software or Licensed Materials made by an Indemnified Party without the consent of the other Party, (ii) any failure by Customer or an Indemnified Party to implement or install the Software as directed by LST, (iii) the combination, operation or use of the Software with third party programs, data or documentation except as allowed under this Agreement or as approved by the other Party and (iv) materials, items, resources, or services provided or performed by the Indemnified Party (whether or not used in connection with or incorporated into the Indemnified Party's software).

     10.4   Customer Indemnity. Customer agrees to indemnify and hold LST and its officers, directors, agents, employees, successors and assigns harmless from and against any and all losses incurred by an Indemnified Party arising from any third party claim arising out of Customer's misuse of any Software or Licensed Materials provided hereunder or arising out of Customer's violation of any law or regulation, in connection with its use of the Software or Licensed Materials; provided, however, that (i) Customer is given prompt notice of any such claim, (ii) Customer has the right to control and direct the defense of such claim, and (iii) Customer fully cooperates with the Indemnified Party in such defense.

     10.5   Modification. In the event the Software is likely to, or does become, the subject of a claim of infringement, LST will have the right, at its sole option and expense, to (i) modify the allegedly infringing intellectual property, so that it is non-infringing, (ii) in the case of an infringement of third-party rights, obtain for the Indemnified Party a license or the right to continue to use the allegedly infringing intellectual property, or (iii) replace the affected software with

equally suitable and functionally equivalent, non-infringing software and/or documentation.

11.   **Customer Data.**

11.1   <u>Ownership</u>. Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, appropriateness, completeness, reliability, integrity, accuracy and quality of the Customer Data and Authorized User Data.

11.2   <u>License</u>. Solely to enable LST to provide the Services to Customer, Customer grants LST and its Associated Companies a non-exclusive license for the Subscription Term and 30 days afterwards to (i) host, copy, transmit and display Customer Data and to incorporate the Customer Data with the LST Data and (ii) where necessary, to transfer Customer Data to Third Party Application providers used by LST, only as required for the provision of the Services and in accordance with LST's Privacy Policy.

11.3   <u>Responsibility for Customer Data</u>. Customer acknowledges that responsibility for all Customer Data and any communications with others or between Authorized Users using the Services is the sole and exclusive responsibility of Customer and that LST will not be held responsible in any way for any copyright infringement or violation, or the violation of any other person's rights or the violation of any laws, including but not limited to infringement or misappropriation of copyright, trademark or other property right of any person or entity, arising or relating to Customer Data. Customer agrees to indemnify and hold harmless LST from and against all losses, damages, actions or causes of action, suits, claims, demands, penalties and interest arising in connection with or out of any such Customer Data, to the extent not caused by LST's willful misconduct.

12.   **Miscellaneous Provisions**

12.1   <u>Amendment</u>. Any amendments to this Agreement must be in writing and signed by both Parties.

12.2   <u>Notices</u>. All notices and other communications under this Agreement will be in writing and sent by hand-delivery, reputable commercial courier (e.g., Federal Express, UPS or DHL), facsimile (with a confirmation copy sent by commercial carrier or certified U.S. mail), or electronic mail (with a confirmation copy sent by commercial carrier or certified U.S. mail) addressed to the following described addresses of the Parties hereto, or to such other address as a Party may request in writing

If to Customer: The address listed above

With a copy to:

If to the Company: LifeScience Technologies, LLC
                                   5251 W. 116th Place, S-200
                                   Leawood, Kansas 66211
                                   Attn: Steven A Hendrix, President

12.3   <u>No Waiver</u>. No delay or omission by either Party in exercising any right or remedy hereunder available to that Party will operate as a waiver of such right or remedy or any other right or remedy. A waiver on one occasion will not be construed as a bar to, or waiver of, any right or remedy on any future occasion.

12.4   <u>Severability</u>. If any provisions of this Agreement will be for any reason held to be invalid or unenforceable, such invalidity or unenforceability will not affect any other provision hereof, but this Agreement will be construed as if such invalid or unenforceable provision had never been contained herein.

12.5   <u>Force Majeure</u>. Each Party will be excused from the performance of its obligations under this Agreement, except for any payment obligations accruing prior to the event, for any period to the extent that it is prevented from performing, in whole or in part, as a result of delays caused by the other Party or any act of God, natural disaster, war, civil disturbance, court order or other events beyond the reasonable control of a Party, except where such delay was caused by the act or omission of the non-performing Party. Such non-performance will not be a default or a ground for termination as long as reasonable means are taken by the non-performing Party to expeditiously remedy the problem causing such non-performance.

12.6   <u>Dispute Resolution</u>. Before initiating legal action against the other relating to a dispute herein, the Parties agree to work in good faith to resolve disputes and claims arising out of this Agreement. If the dispute is not resolved within 30 days of the commencement of informal efforts under this section, either Party may pursue formal dispute resolution. This section will not apply if: (i) expiration of the applicable time for bringing an action is imminent; or (ii) injunctive or other equitable relief is necessary to protect a Party's proprietary rights.

12.7   <u>Applicable Law; Venue</u>. This Agreement and all rights and duties hereunder, including but not limited to all matters of construction, validity and performance, will be governed by the law of Delaware regardless of its conflicts of laws provisions.

12.8   <u>Headings</u>. The paragraph headings in this Agreement are for reference purposes only and will not be deemed a part of this Agreement. The wording used in this Agreement is the wording chosen by the Parties to express their mutual intent, and no rule of strict construction will apply against either Party.

12.9   <u>Entire Agreement</u>. This Agreement, any exhibits and any mutually-executed amendments or attachments thereto will constitute the entire agreement between the Parties regarding the subject matter hereof, and any prior understanding or representation of any kind regarding the subject matter hereof preceding the date of this Agreement will not be binding upon either Party except to the extent incorporated into this Agreement.

12.10   Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf), electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

12.11   Non-Recruitment; Non-Solicitation of Employees. LST and Customer recognize and acknowledge that employees who are engaged in software development activities possess special, unique, and extraordinary technical talents which are in great demand in the present economy and further recognize and acknowledge that each Party has incurred substantial expense in recruiting and training such employees and would incur even greater expense if required to replace any such employee. Therefore, both Parties agree not to actively recruit or employ, either directly or indirectly, a present employee of the other Party during the Term and for six (6) months after without the other Party's prior written consent.

THE PARTIES EVIDENCE THEIR AGREEMENT WITH THESE TERMS AND CONDITIONS BY SIGNING BELOW AS OF THE EFFECTIVE DATE.

CLIENT   **LIFESCIENCE TECHNOLOGIES, LLC**

_____   _____
Signature   Steve Hendrix, President

_____
Name

_____
Title

EXHIBIT A

CERTIFICATE OF EXEMPTION

EXHIBIT B

DESCRIPTION OF SOFTWARE AND FEE SCHEDULE

LST will provide the Customer the Software on the following terms:

Software Terms	Fee

EXHIBIT C

SUPPORT SERVICES