

## SOFTWARE AS A SERVICE (SUBSCRIPTION) AGREEMENT

This Software As A Service (Subscription) Agreement ("**Agreement**") is a binding contract between our client and Alter Life Sciences LLC, d/b/a Care Predictor™ a corporation organized under the laws of the State of California and having a principal place of business at 34270 Pacific Coast Highway, Suite C, Dana Point, CA 92629 (hereinafter "**Licensor**"). Each of Licensor and Licensee may be referred to herein as a "**Party**" and collectively as the "**Parties**".

LICENSOR PROVIDES THE LICENSED PRODUCT SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT LICENSEE ACCEPTS AND COMPLIES WITH THEM. THIS AGREEMENT TAKES EFFECT WHEN YOU CLICK THE "ACCEPT" BUTTON/CHECKING THE "ACCEPT" BOX ON THE ORDER FORM OR BY ACCESSING OR USING THE LICENSED PRODUCT (the "**Effective Date**"). BY CLICKING THE "ACCEPT" BUTTON/CHECKING THE "ACCEPT" BOX ON THE ORDER FORM, OR BY ACCESSING OR USING THE LICENSED PRODUCT, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND, IF ENTERING INTO THIS AGREEMENT FOR AN ORGANIZATION, THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ORGANIZATION TO ITS TERMS; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE SELECT THE "I DECLINE" BUTTON. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, LICENSOR WILL NOT AND DOES NOT LICENSE THE PRODUCT TO YOU AND YOU MAY NOT ACCESS OR USE THE PRODUCT.

### 1. DEFINITIONS AND CONSTRUCTION

(a) "Confidential Information" shall mean, with respect to each Party, all valuable and proprietary information (including, without limitation, trade secrets and unpublished and non-public information) belonging to or pertaining to that Party, whether in oral, written, or electronic form that is not generally known by or available to the Party's competitors, but is generally known only to that Party and those of that Party's employees, independent contractors, representatives, or agents to whom such information must be confided in for internal business purposes and that may be provided or disclosed (whether before or during the term of this Agreement) by one of the Parties (the "Disclosing Party") to the other Party (the "Receiving Party"), which is marked as "Proprietary" or "Confidential", is disclosed orally and confirmed in writing as confidential within thirty (30) days following such disclosure, or for which its confidential or proprietary nature is reasonably apparent under the circumstances; provided, however, that the term "Confidential Information" shall exclude information that is: (i) already known to the Receiving Party prior to the time of disclosure hereunder by the Disclosing Party

(provided that the Receiving Party is able to provide the Disclosing Party with reasonable documentary proof thereof), or (ii) now or hereafter becomes publicly known other than through acts or omissions of the Receiving Party, or (iii) is disclosed to the Receiving Party by a third party not under an obligation of nondisclosure or confidentiality with respect thereto, or (iv) independently developed by the Receiving Party completely without reference to any Confidential Information of the Disclosing Party and by persons who have not received such Confidential Information, as evidenced by the Receiving Party's written records. Confidential Information does not include suggestions and feedback from Licensee, as described in Section 6, or anonymous Data, as described in Section 11.

(b) "Care Predictor™ Index (CPI)" (hereinafter, the "Licensed Product") shall mean intellectual property, and other proprietary rights and related documentation developed and exclusively owned by Licensor that is usable in connection with an applicable login link and other electronic means, a cloud-based computing system, website, web page, URL, web portal, computing device configured to communicate with the internet, or another computing device and configured to provide an assessment score and/or assessment report (each, a "Score" and "Report") in connection with data collected from a behavioral health care provider, including data representing personal attributes of the behavioral health care provider (hereinafter "Assessment Data") collected through an assessment questionnaire or set of data points or other means of data collection (hereinafter an "Assessment"), and utilizing a proprietary scoring algorithm and proprietary data for predicting the behavioral health care provider's ability to form a therapeutic alliance with one or more help seekers, and to provide support options or other related services;

(c) "Intellectual Property" shall mean any and all of the following: (i) United States, international and foreign patents and applications (whether provisional or non-provisional) therefor and divisionals, continuations, continuations-in-part, substitutions, reissues, reexaminations, renewals, extensions, or post-issuance amendments of any of the foregoing; (ii) inventions (whether patentable or not), invention disclosures, and improvements; (iii) trade secrets, proprietary information, and know how; (iv) industrial designs and any registrations and applications therefor; (v) registered or unregistered trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications for registration, and renewals of, any of the foregoing; (vi) copyrights and works of authorship, whether or not copyrightable, and all registrations, applications for registration, and renewals of any of the foregoing; (vii) internet domain names, uniform resource locators, social media account or user names (including "handles"), whether or not trademarks, all associated web addresses, URLs, websites and web pages, social media sites and pages, and all content and data thereon or relating thereto, whether or not Copyrights; (viii) mask works, and all registrations, applications for registration, and renewals thereof; (ix) moral and economic rights of authors and inventors, however denominated; and (x) databases, data collections, framework,

Software, Source Code, Object Code (including any and all enhancements and updates thereto, and documentation therefor), and all rights therein.

(d) “Documentation” shall mean (i) all documents and materials (in any language, format or medium) that are normally supplied by Licensor to its commercial customers to aid in the use and operation of the Licensed Product and (ii) training guides and user manuals.

(e) “Order Form” means the order form filled out and submitted by or on behalf of Licensee on Licensor’s website, and accepted by Licensor, for Licensee's purchase of the license to use the Licensed Product granted under this Agreement.

(f) “Subscription” means the right to use the Licensed Product as a service on a term basis.

(g) “Fees” means the fees, including platform setup fees, one-time fees, installments payable on a term basis, fees payable per assessment, fees payable per training module or session, or other fees in connection with support options or additional services described on Licensor’s website and Order Form, and all taxes thereon, paid or required to be paid by Licensee for the license granted under this Agreement.

(h) “Access Credentials” means any user name, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device, used alone or in combination, to verify an individual's identity and authorization to access and use the Licensed Product.

(i) “Authorized Users” means Licensee’s employees, contractors, agents, representatives, or other end users (a) who are authorized by Licensee to access and use the Licensed Product under the rights granted to Licensee pursuant to this Agreement; and (b) for whom access to the Licensed Product has been purchased hereunder.

(j) “Support Plan” means Licensor’s product support plan set forth in Exhibit A.

(k) “Support Services” means the support provided by Licensor for the Licensed Product under the Support Plan.

(l) “Intellectual Property Right” shall mean a right in or to Intellectual Property.

(m) “Licensed Territory” shall mean the geographical territory in which Licensee may exercise the rights under the License (defined below) of the Licensed Product granted to Licensee herein, and includes the United States of America, its territories, dependencies and possessions.

(n) “Object Code” shall mean the machine-readable object code form of Software (defined below), as applicable.

(o) “Software” shall mean data, data structures, and programming instructions (in whatever form or language) that cause an electronic device to operate in a desired manner when a machine-readable form of such programming instructions is executed by a processing unit of such electronic device.

(p) “Source Code” shall mean the human-readable source code form of Software, as applicable.

(q) “Tool” shall mean a Software tool that operates over the internet, network, or computing device, as applicable.

(r) “Link” shall mean an HTML object that links from a hypertext file or document to another location or file, as applicable, typically activated by clicking on a highlighted word or image on the screen.

(s) “Portal” shall mean a platform or web-based platform that collects information from different sources into a user interface and presentation, as applicable.

(t) “Term” shall have the meaning set forth in Section 11 of this Agreement.

(u) “Party” or “Parties” mean Licensor and Licensee, individually or collectively.

(v) Rules of Construction. In this Agreement, except to the extent expressly provided otherwise:

(i) The definitions of the terms herein shall apply equally to the singular and plural forms of the terms defined. Neutral pronouns and any variations thereof shall be deemed to include the feminine and masculine and all terms used in the singular shall be deemed to include the plural, and vice versa, as the context may require. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The word “will” shall be construed to have the same meaning and effect as the word “shall”. The word “any” shall mean “any and all” unless otherwise clearly indicated by context. “\$” as used in this Agreement means the lawful currency of the United States of America. Where either Party’s consent is required hereunder, except as otherwise specified herein, such Party’s consent may be granted or withheld in such Party’s sole discretion. Derivative forms of any capitalized term defined herein shall have meanings correlative to the meaning specified herein.

(ii) Unless the context requires otherwise: (1) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or

otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or therein), (2) any reference to any laws herein shall be construed as referring to such laws as from time to time enacted, repealed or amended, (3) any reference herein to any Person shall be construed to include the Person's successors and permitted assigns, (4) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, and (5) all references herein to Articles, Sections, or Exhibits, unless otherwise specifically provided, shall be construed to refer to Articles, Sections or Exhibits of this Agreement.

## 2. LICENSE

(a) License Grant. Subject to and conditioned upon Licensee's payment of the Fees described on Licensor's website and Order Form and Licensee's compliance with all terms and conditions set forth in this Agreement, Licensor hereby grants to Licensee a limited, non-exclusive, revocable, non-transferable, non-assignable, non-sublicensable license to use the Licensed Product during the Term of this Agreement utilizing an applicable login link and Access Credentials, strictly in accordance with the Licensed Product's Documentation solely to have Licensee, Licensee's employee, contractor, agent, representative, or other end user who is authorized by Licensee to use the Licensed Product input data and have the Licensed Product produce Scores and/or Reports predictive of behavioral health care providers' ability to form a therapeutic alliance with one or more help seekers.

(b) Support Services. Licensor agrees to provide Licensee the Support Services in accordance with the provisions of Exhibit A annexed hereto.

(c) Additional Services. Subject to and conditioned upon Licensee's payment of the Fees described on Licensor's website and Order Form, extended support options are available from Licensor, which services may include, among other things, consulting services, training services, additional information technology services, data conversion services, migration services, and system configuration. This Agreement does not oblige Licensor to perform any services not expressly set forth in this Agreement, the Order Form, or an exhibit hereto, such as, conversion of data, or the development of any additional or modified software. Any services which Licensor is not required to perform under this Agreement ("Additional Services"), if provided by Licensor, shall be subject to payment by Licensee to Licensor for such services at Licensor's prevailing rates, together with any expenses incurred.

(d) Use Restrictions. Licensee shall use the Licensed Product strictly in accordance with the terms and conditions of this License Agreement and shall not: (i) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the Licensed Product; (ii) make any modification, adaptation, improvement, enhancement, translation or derivative work

from the Licensed Product; (iii) violate any applicable federal laws, rules or regulations in connection with Licensee's access or use of the Licensed Product; (iv) remove, alter or obscure any proprietary notice (including any notice of copyright, trademark, or patent) of Licensor or its affiliates, partners, suppliers or the Licensors of the Licensed Product; (v) use the Licensed Product for any revenue generating endeavor, commercial enterprise or other purpose for which it is not designed or intended, (vi) use the Licensed Product for creating a product, service or software that is, directly or indirectly, competitive with or in any way a substitute for any services, product or software offered by Licensor; (vii) make the Licensed Product available over a network or other environment permitting use of the Licensed Product in a workflow, website, web page, platform, software suite, or digital application not owned or otherwise controlled by Licensee; (viii) use any proprietary information or interfaces of Licensor, its affiliates or its suppliers or other intellectual property of Licensor, its affiliates or its suppliers in the design, development, manufacture, licensing or distribution of any applications, accessories or devices for use with the Licensed Product; or (ix) store, backup or distribute files, information or data or other files, information or data that may be prohibited by applicable laws, rules and regulations.

(e) Except as provided above, Licensor retains all right, title and interest in the Licensed Product and any related Documentation and nothing contained herein shall be construed as the relinquishment on the part of Licensor of any of Licensor's ownership interest in the Licensed Product and any related Documentation.

(f) Account Use. Licensee is responsible and liable for all uses of the Licensed Product and Documentation resulting from access provided by Licensee, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Licensee is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Licensee will be deemed a breach of this Agreement by Licensee. Licensee shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Licensed Product and shall cause Authorized Users to comply with such provisions.

(g) Passwords and Access Credentials. Licensee is responsible for keeping Licensee's passwords and access credentials associated with the Licensed Product confidential. Licensee will not sell or transfer them to any other person or entity. Licensee will promptly notify Licensor about any unauthorized access to Licensee's passwords or access credentials.

(h) Suspension. Notwithstanding anything to the contrary in this Agreement, Licensor may temporarily suspend Licensee's and any other Authorized User's access to any portion or all of the Licensed Product if: (i) Licensor reasonably determines that (A) there is a threat or attack on any of the Licensor IP; (B) Licensee's or any other Authorized User's use of the Licensor IP disrupts or poses a security risk to the Licensor IP or to any other Licensee or

vendor of Licensor; (C) Licensee or any other Authorized User is using the Licensor IP for fraudulent or illegal activities; (D) subject to applicable law, Licensee has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Licensor's provision of the Licensed Product to Licensee or any other Authorized User is prohibited by applicable law; (ii) any vendor of Licensor has suspended or terminated Licensor's access to or use of any third-party services or products required to enable Licensee to access the Licensed Product; or (iii) in accordance with Section 3(f) (any such suspension described in subclause (i), (ii), or (iii), a "Service Suspension"). Licensor shall use commercially reasonable efforts to provide written notice of any Service Suspension to Licensee and to provide updates regarding resumption of access to the Licensed Product following any Service Suspension. Licensor shall use commercially reasonable efforts to resume providing access to the Licensed Product as soon as reasonably possible after the event giving rise to the Licensed Product Suspension is cured. Licensor will have no liability for any damage, liabilities, losses (including any loss of or profits), or any other consequences that Licensee or any other Authorized User may incur as a result of a Service Suspension.

### 3. FEES AND PAYMENTS

(a) Fees and Payments. As consideration for the rights and license granted by Licensor, Licensee shall pay to Licensor license fees payable in accordance with the fees as described on Licensor's website [<https://carepredictor.com/>] and the Order Form (hereinafter "Fees").

(b) Licensee shall remit payment without offset or deduction for the first installment or one-time fees described on Licensor's website or the Order Form to Licensor on the Effective Date.

(c) Licensee shall remit payment without offset or deduction for each successive installment described on Licensor's website or the Order Form to Licensor within the first five (5) business days after the first day of each installment period during the Term of the Agreement.

(d) All installments of any renewal periods shall be equal to the installments of the prior installment period unless Licensor has provided the Licensee with written notice of increase in installment fees.

(e) Escalation. Licensor may increase the license subscription fees chargeable to Licensee under this Agreement, subject to the following limitations: (i) the fees may not be increased prior to the first anniversary of the Effective Date; (ii) the fees may not be increased

more than ten percent (10%) annually; (iii) Licensor shall provide Licensee not less than thirty (30) days notice of any such increase prior to the first day of the installment period in which the increase will take effect; and (iv) Licensee shall be entitled, for a period of thirty (30) days after Licensor's notice of such increase, to provide written notice of Licensee's intent to terminate this Agreement.

(f) If Licensee fails to make any payment when due, without limiting Licensor's other rights and remedies: (i) Licensor may charge interest on the past due amount at the rate of [1.5% per month] calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Licensee shall reimburse Licensor for all reasonable costs incurred by Licensor in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for 30 days or more, Licensor may suspend, in accordance with Section 2(h), Licensee's and all other Authorized Users' access to any portion or all of the Licensed Product until such amounts are paid in full. All Fees and other amounts payable by Licensee under this Agreement are exclusive of taxes and similar assessments. Licensee is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Licensee hereunder, other than any taxes imposed on Licensor's income.

#### 4. CONFIDENTIALITY.

(a) Disclosure of Information. Through the Parties' performance under this Agreement, each Party may become exposed to, be furnished with, and receive information of the other Party comprising the other Party's Confidential Information regardless of whether such Confidential Information are prepared or disclosed by a Party or its agents, advisors, representatives, or otherwise. The Parties acknowledge that the other Party's Confidential Information represent a substantial investment by the other Party. The Parties also acknowledge that any disclosure or use of any of the other Party's Confidential Information except as otherwise authorized, would be wrongful and could cause immediate and irreparable injury to the other Party.

(b) Treatment of Confidential Information. In recognition of the Parties' need to protect their Confidential Information and legitimate business interests, the Parties agree as follows:

(1) That during this Agreement and for a period of three (3) years after the expiration or earlier termination of this Agreement, and with regard to the Disclosing Party's Confidential Information which constitutes a trade secret, for a period as long as such Confidential Information remains a trade secret but no less than three (3) years, the Receiving



Party of such Confidential Information shall take reasonable steps to preserve in confidence such Confidential Information, prevent the disclosure thereof to third parties (except as expressly permitted herein) and the unauthorized use thereof, and in furtherance thereof, shall abide by and treat such Confidential Information in accordance with the terms and conditions of this Agreement.

(2) The Receiving Party of a Disclosing Party's Confidential Information shall use the Disclosing Party's Confidential Information only in connection with (i) the exercise of the Receiving Party's rights under this Agreement, and (ii) the performance of the Receiving Party's obligations under this Agreement (collectively, the "Allowed Uses"), and for no other use or purpose. In no event shall a Receiving Party use a Disclosing Party's Confidential Information to directly or indirectly compete against the Disclosing Party or to make, attempt to make, have made, cause to be made, or assist in the making of, any product or technology that competes with the products or services of the Disclosing Party.

(3) The Receiving Party of a Disclosing Party's Confidential Information may share the Disclosing Party's Confidential Information only with its directors, officers, members, representatives, advisors, agents, employees, independent contractors, sublicensees, and subsidiaries, who have a need to know such Confidential Information in order to carry out their respective functions in connection with such Allowed Uses; provided that the Receiving Party shall inform such person or entities of the confidential nature of such information and the terms hereof with respect to the treatment of Confidential Information and shall direct such persons or entities and such persons and entities shall agree prior to any disclosure of the Disclosing Party's Confidential Information thereto or any use of the Disclosing Party's Confidential Information thereby: (i) to abide and be bound by obligations of confidentiality with respect to such Confidential Information that are no less stringent than those present herein; (ii) to treat such Confidential Information as set forth herein; and (iii) to not disclose, divulge, disseminate, publish, provide, or distribute any part of such Confidential Information to any third party, except as expressly permitted herein; provided further that no disclosure or provision of a Disclosing Party's Confidential Information shall be made without original restrictive legends and such other markings as may be reasonably required by the Disclosing Party to preserve its confidential nature. The Receiving Party of a Disclosing Party's Confidential Information shall take reasonably diligent means, which in any event shall be no less than the level of care or effort the Receiving Party uses to protect its own Confidential Information and no less than reasonable care, to safeguard the Disclosing Party's Confidential Information.

(4) In the event that any reproduction of a Disclosing Party's Confidential Information, or any part thereof, is made by or on behalf of the Receiving Party thereof, the Receiving Party shall ensure that any such reproduction includes all of the Disclosing Party's restrictive legends, if any, which are present on, in, or associated with such Confidential Information.

(5) The Receiving Party of a Disclosing Party's Confidential Information shall control access to the Disclosing Party's Confidential Information under and in accordance with all applicable laws and regulations, including, without limitation, all laws and regulations pertaining to export, security, and privacy.

(6) The Receiving Party of a Disclosing Party's Confidential Information shall immediately notify the Disclosing Party of any intended, or unintended, unauthorized disclosure or use of any of the Disclosing Party's Confidential Information of which the Receiving Party becomes aware. The Receiving Party shall cooperate fully with and reasonably assist the Disclosing Party in the procurement, maintenance, and enforcement of any protection of the Disclosing Party's rights in or to any of the Disclosing Party's Confidential Information.

(c) Required Disclosures. In the event that a Receiving Party of a Disclosing Party's Confidential Information receives a request to disclose all or any part of the Disclosing Party's Confidential Information under the terms of a subpoena, civil investigative demand or similar process, or order issued by a court of competent jurisdiction or by a governmental body, the Receiving Party agrees to (i) promptly notify the Disclosing Party of the existence and terms of the request, so that the Disclosing Party may seek an appropriate protective order and/or waive compliance with the provisions of this Agreement related to such Confidential Information, and (ii) if disclosure of such information is legally required in the opinion of counsel to the Receiving Party, the Receiving Party and its representatives shall be permitted to make such disclosure without any liability hereunder only after the Receiving Party and its representatives have exercised reasonable efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such disclosed Confidential Information.

(d) Return of Confidential Information. Upon expiration or an early termination of this Agreement or the completion of the Receiving Party's post termination obligations under this Agreement, the Receiving Party shall promptly deliver, or cause to be delivered, to the Disclosing Party or, where such delivery is not practical (as is often the case with Confidential Information in electronic form), irrevocably destroy or cause to be irrevocably destroyed, all Confidential Information of the Disclosing Party provided to the Receiving Party or in the possession or control of the Receiving Party, its directors, officers, members, representatives, advisors, agents, employees, independent contractors, sublicensees, or subsidiaries, in whole or in part, and any notes or other materials prepared by the Receiving Party, or on behalf of the Receiving Party, pertaining thereto. The Receiving Party shall promptly certify its compliance with this provision to the disclosing party in writing.

(e) Collection and Use of Information.

(i) Licensor may use automatic means (including, for example, cookies and web beacons) to collect information about devices related to Licensee's use of the Licensed Product. Licensee also may be required to provide certain information as a condition to

downloading, installing or using the Licensed Product or certain of its features or functionality. All information collected through or in connection with the Licensed Product is subject to Licensor's Privacy Policy. By accessing and providing information to or through the Licensed Product, including Assessment Data, Licensee consents to all actions taken by Licensor with respect to the provided information in compliance with the Privacy Policy. Licensee warrants that: (1) Licensee has all necessary rights to provide the Assessment Data to Licensor and warrant that the Assessment Data was not collected, generated, compiled, obtained and/or being supplied to Licensor in any manner that would subject Licensor to legal or regulatory liability for the use as contemplated herein; (2) none of the individuals included in the Assessment Data have "opted out" of receiving future messages from Licensee; (3) Licensee's providing the Assessment Data to Licensor does not infringe any rights of any third party; (4) there are no material suits, claims, charges or proceedings currently pending or threatened against Licensee relating to the Assessment Data; and (5) the individuals whose Assessment Data is included reside in the United States.

(ii) If Licensee provides information relating to personal contact information (e.g., email, mail, telephone, and fax) of behavioral health care providers or third parties, such information shall be provided by Licensee free of any charge or fee. Licensee warrants that: (1) Licensee makes no claim of copyright or other intellectual property rights in the personal contact information ; (2) Licensee has all necessary rights to provide the personal contact information to Licensor and warrant that the personal contact information was not collected, generated, compiled, obtained and/or being supplied to Licensor in any manner that would subject Licensor to legal or regulatory liability for the use as contemplated herein; (3) none of the individuals included in the personal contact information have "opted out" of receiving future messages from Licensee; (4) Licensee's providing the personal contact information to Licensor does not infringe any rights of any third party; (5) there are no material suits, claims, charges or proceedings currently pending or threatened against Licensee relating to the personal contact information; and (6) the individuals whose contact information is included in the Data reside in the United States.

## 5. INTELLECTUAL PROPERTY.

(a) Licensor Ownership. Subject to the License granted to Licensee pursuant to this Agreement, all right, title and interest (including, but not limited to, all Intellectual Property Rights and other proprietary rights) in and to the Licensed Product and all parts thereof, are and shall at all times remain the sole and exclusive property of Licensor. Furthermore, all copies of the Software, Source Code, and Object Code of the Licensed Product and the format, directories, queries, algorithms, structure and organization of the Licensed Product are the intellectual property and proprietary and confidential information of Licensor and are and will remain the exclusive property of Licensor and shall not be disclosed, distributed, or furnished by Licensee to any other person or entity, except as expressly authorized by this Agreement. Licensor may use,

distribute, sell, assign, transfer and license the Licensed Product to third parties free of any claim of Licensee. The proprietary scoring algorithm and its related interpretation, Scores, and Reports are and shall at all times remain the sole and exclusive property of Licensor. Licensor reserves all rights to protect the algorithm and retains the exclusive right to sell the Scores, Reports, or other data which includes the results derived from the Assessment Data by the Licensed Product.

(b) Validity. Licensee agrees that it will not contest, or cause or assist any third party in contesting, the validity of any of Licensor's Intellectual Property or Intellectual Property Rights licensed to Licensee hereunder. In the event that a third party contests the validity of any of the Intellectual Property or Intellectual Property Rights licensed under this Agreement, Licensee shall continue to meet its obligations hereunder with respect to such Intellectual Property or Intellectual Property Rights licensed hereunder, as if such contest were not underway.

(c) Licensee Ownership. Licensee is the owner of the Assessment Data that is collected from behavioral health care providers by Licensee and input into the Licensed Product by Licensee, Licensee's employee, contractor, agent, representative, or other end user who is authorized by Licensee to use the Licensed Product to input the Assessment Data. Licensee hereby grants Licensor and Licensor hereby accepts a non-exclusive, non-sublicensable, non-transferable license to access and use the Assessment Data to the extent Licensor determines necessary or beneficial for the purpose of providing the Scores and/or Reports and/or other data which includes the results derived from the Assessment Data by the Licensed Product. Licensee shall be solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness and rights to use all Assessment Data.

## 6. ENHANCEMENTS AND FEEDBACK

(a) Licensor may at any time and from time to time, in its sole discretion, automatically update the Licensed Product without Licensee's prior notice or consent and upgrade, enhance, change and modify the Licensed Product (collectively, "Enhancements"). All Enhancements shall remain subject to this Agreement.

(b) Licensee may provide feedback to Licensor with respect to the Licensed Product, its associated Services, and the Scores and Reports. Licensee understands and agrees that Licensor may use Licensee's feedback without obligation to Licensee of any kind. If Licensee provides feedback, Licensee hereby grants Licensor and its affiliates an unrestricted, nonexclusive, royalty-free, perpetual, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute and display such feedback throughout the world in any media. Licensee further agrees that Licensor is free to use

without limitation and without any compensation to Licensee any ideas, concepts and know-how that Licensee or individuals acting on Licensee's behalf provide to Licensor.

7. INFRINGEMENT.

(a) Enforcement.

(i) Notice. Licensor and Licensee shall each promptly notify the other if it knows or has reason to believe that any Intellectual Property Rights in or to the Licensed Product are being infringed, misappropriated, or violated by a third party or that such infringement, misappropriation, or violation is threatened. The Party knowing of or believing the existence or threatening of such infringement, misappropriation, or violation shall also provide the other Party with reasonable evidence thereof.

(ii) Enforcement. Licensor intends to protect the Licensed Product against infringement or misappropriation, or otherwise act to eliminate such infringement or misappropriation when, in Licensor's sole judgment, such action may be reasonably necessary, proper, and justified. Licensor shall have the sole right to initiate and control suits for alleged infringement or misappropriation of the Intellectual Property of the Licensor Licensed Product and settlements thereof. In the event that Licensor enters into a suit against an alleged infringer or misappropriating party with respect to an alleged infringement or misappropriation of any of the Intellectual Property of the Licensed Product, (1) Licensor shall have the right to choose its counsel for such suit at its sole discretion, (2) Licensor shall have the right to keep all proceeds collected in connection with such suit for its sole benefit and enjoyment, (3) Licensor shall have the right at its sole discretion to join Licensee as a necessary and indispensable party in such suit, (4) Licensee shall have the right, at its sole discretion and expense, to join such suit as a coplaintiff; and (5) Licensee shall provide reasonable cooperation in connection with the initiation and prosecution by Licensor of such suit. Licensee shall have no right to bring suit for infringement, misappropriation, or violation of any Intellectual Property of the Licensor Licensed Product.

(b) No Implied Obligations. Except as expressly provided in this Section 7, Licensor has no obligation to bring or prosecute actions or suits against any third party for infringement, misappropriation, or violation of the Intellectual Property of the Licensor Licensed Product.

8. INDEMNIFICATION, EXCLUSION OF DAMAGES, LIMITATION OF LIABILITY.

(a) Indemnification. Licensee agrees to indemnify, defend and hold harmless Licensor and its officers, directors, employees, agents, affiliates, successors and assigns from and

against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, arising from or relating to (i) use or misuse of the Licensed Product or the Scores, Reports, and/or other data derived from the Assessment Data by the Licensed Product by Licensee, Licensee's employees, contractors, agents, representatives, or other end users who are authorized by Licensee to use the Licensed Product, or (ii) breach of this Agreement by Licensee, Licensee's employees, contractors, agents, representatives, or other end users who are authorized by Licensee to use the Licensed Product. In the event Licensor seeks indemnification or defense from Licensee under this provision, Licensor will promptly notify Licensee in writing of the claim(s) brought against Licensor for which Licensor seeks indemnification or defense. Licensor reserves the right, at Licensor's option and in Licensor's sole discretion, to assume full control of the defense of claims with legal counsel of Licensor's choice. Licensee may not enter into any third-party agreement that would, in any manner whatsoever, constitute an admission of fault by Licensor or bind Licensor in any manner, without Licensor's prior written consent. In the event Licensor assumes control of the defense of such claim, Licensor will not settle any such claim requiring payment from Licensee without Licensee's prior written approval.

(b) Exclusion of Damages. IN NO EVENT SHALL EITHER PARTY (INCLUDING ITS OFFICERS, DIRECTORS, MEMBERS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUCCESSORS, AND PERMITTED ASSIGNS) BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE DAMAGES, COSTS OR PROCUREMENT OF SUBSTITUTE SOFTWARE, LOST PROFITS, LOST BUSINESS, LOSS OF DATA, LOSS OF USE OF DATA, OR INTERRUPTION OF BUSINESS, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS OF THE OTHER PARTY OR ITS CUSTOMERS OR THIRD PARTIES ARISING OUT OF BREACH OF EXPRESS OR IMPLIED WARRANTIES, BREACH OF CONTRACT, INFRINGEMENT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, EXCEPT ONLY IN THE CASE OF PERSONAL INJURY WHERE AND TO THE EXTENT THAT APPLICABLE LAW REQUIRES SUCH LIABILITY.

(c) Limitation of Liability.

(i) IN NO EVENT SHALL LICENSOR BE LIABLE TO LICENSEE OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT, IN THE CASE OF PERSONAL INJURY WHERE AND TO THE EXTENT THAT APPLICABLE LAW REQUIRES SUCH LIABILITY, FOR AN AMOUNT EXCEEDING THE SUM OF PAYMENTS MADE TO LICENSOR DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE ON WHICH SUCH LIABILITY AROSE.

(ii) LICENSEE AGREES THAT LICENSOR ASSUMES NO RESPONSIBILITY FOR THE ASSESSMENTS USED BY LICENSEE, THE ASSESSMENT DATA INPUT OR PROVIDED BY LICENSEE, LICENSEE'S EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES, OTHER END USERS WHO ARE AUTHORIZED BY LICENSEE TO USE THE LICENSED PRODUCT, OR ANY THIRD PARTY USING THE LICENSED PRODUCT, OR THE SCORES, REPORTS, AND/OR OTHER DATA DERIVED FROM THE ASSESSMENT DATA BY THE LICENSED PRODUCT. ADDITIONALLY, LICENSEE AGREES THAT THE LICENSED PRODUCT IS INTENDED FOR INFORMATIONAL PURPOSES AND NOTHING CONTAINED IN THE LICENSED PRODUCT IS INTENDED TO REPLACE LICENSEE'S INDEPENDENT JUDGEMENT, OR THE INDEPENDENT JUDGEMENT OF LICENSEE'S EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES, OTHER END USERS WHO ARE AUTHORIZED BY LICENSEE TO USE THE LICENSED PRODUCT, OR ANY THIRD PARTY USING THE LICENSED PRODUCT. LICENSEE AGREES THAT LICENSOR ASSUMES NO RESPONSIBILITY FOR AND IS NOT LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY DAMAGES ARISING OUT OF, OR LICENSEE'S OR ANY THIRD PARTY'S USE OF OR RELIANCE ON, THE INFORMATION CONTAINED IN OR DERIVED FROM THE ASSESSMENT DATA, THE SCORES, REPORTS, AND/OR OTHER DATA DERIVED FROM THE ASSESSMENT DATA BY THE LICENSED PRODUCT, OR FOR ANY DAMAGES ARISING OUT OF ANY HIRING, TERMINATION, DEVELOPMENTAL, PROMOTIONAL, OR ANY OTHER EMPLOYMENT DECISIONS MADE BY LICENSEE OR ANY THIRD PARTY DIRECTLY OR INDIRECTLY UTILIZING THE ASSESSMENT DATA, THE SCORES, REPORTS, AND/OR OTHER DATA DERIVED FROM THE ASSESSMENT DATA BY THE LICENSED PRODUCT. LICENSEE AGREES NOT TO BRING, FILE, OR PARTICIPATE IN ANY CLAIM, SUIT, OR COMPLAINT AGAINST LICENSOR AS A RESULT OF ANY HIRING, TERMINATION, DEVELOPMENTAL, PROMOTIONAL, OR ANY OTHER EMPLOYMENT DECISION MADE BY LICENSEE, LICENSEE'S EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES, OTHER END USERS WHO ARE AUTHORIZED BY LICENSEE TO USE THE LICENSED PRODUCT, OR ANY THIRD PARTY USING THE LICENSED PRODUCT.

9. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

(a) Limited Warranty. Licensor warrants to Licensee that the Licensed Product shall conform to and operate in accordance with Licensor's Documentation for the Licensed Product. Licensee's sole and exclusive remedy for Licensor's breach of the warranty set forth in this section is for Licensor to use commercially reasonable efforts to repair or correct any programming error which causes the Licensed Product not to operate in conformity with

Licensor's Documentation for the Licensed Product, or, if Licensor fails within a reasonable period of time to remedy such breach of warranty as provided in this section (a "Failure"), for Licensee to terminate this Agreement after giving Licensor thirty (30) days' notice of Licensee's intent to terminate. However, Licensor shall have no obligation with respect to this warranty claim unless notified of such claim within thirty (30) days of the Failure's first occurrence. Licensee shall provide reasonable cooperation to Licensor in Licensor's efforts to remedy or repair such errors. Licensor shall have no obligation with respect to this warranty, and Licensee may not terminate the Agreement, where any alleged nonconformity is due to user error as reasonably determined by Licensor after investigation and analysis. Licensor does not warrant that the Licensed Product will be free of non-material errors, bugs or minor interruption, or that all such errors will be corrected.

(b) Representations, Warranties, and Covenants of Licensor. Licensor represents, warrants and covenants that (i) Licensor is the owner of the entire right, title, and interest in and to the Licensed Product; (ii) Licensor has the right and authority to enter into this Agreement and grant the rights and License hereunder; (iii) the execution, delivery and performance of this Agreement by Licensor have been duly authorized by all necessary corporate action of Licensor; (iv) this Agreement constitutes a legal, valid and binding agreement of Licensor, enforceable against Licensor in accordance with its terms, except as limited by bankruptcy, insolvency, receivership and similar creditor's rights laws in effect from time to time; (v) Licensor has not previously granted and will not grant any rights in the Licensor Licensed Product that are inconsistent with the rights and License granted to Licensee herein; (vi) Licensor is not, as of the Effective Date, subject to any claims of third parties alleging infringement, misappropriation, or violation of such third parties' Intellectual Property Rights with respect to the Licensor Licensed Product or that otherwise challenge or call into question the rights of Licensor to grant to Licensee the rights and License hereunder; and (vii) with respect to any information of Licensee disclosed to Licensor that constitutes Confidential Information, Licensor will maintain the confidentiality of and treat such information in accordance with the provisions of Section 4 of this Agreement.

(c) Representations, Warranties, and Covenants of Licensee. Licensee represents, warrants and covenants that (i) Licensee has the right and authority to enter into this Agreement; (ii) the execution, delivery and performance of this Agreement by Licensee have been duly authorized by all necessary corporate action of Licensee; (iii) this Agreement constitutes a legal, valid and binding agreement of Licensee, enforceable against Licensee in accordance with its terms, except as limited by bankruptcy, insolvency, receivership and similar creditor's rights laws in effect from time to time; and (iv) with respect to any information of Licensor disclosed to Licensee that constitutes Confidential Information, Licensee will maintain the confidentiality of and treat such information in accordance with the provisions of Section 4 of this Agreement.



(d) Disclaimer. THE LICENSED PRODUCT AND ANY ADDITIONAL SOFTWARE DEVELOPED OR SERVICES PROVIDED BY LICENSOR IN CONNECTION HEREWITH, INCLUDING ANY SCORE(S), REPORT(S), AND/OR OTHER DATA PROVIDED OR GENERATED BY OR IN CONNECTION WITH THE USE OF THE LICENSED PRODUCT, ARE PROVIDED “AS-IS”, “WHERE-IS”, AND LICENSOR CANNOT AND DOES NOT WARRANT THAT THE LICENSED PRODUCT AND ANY ADDITIONAL SOFTWARE DEVELOPED OR SERVICES PROVIDED BY LICENSOR IN CONNECTION HEREWITH, INCLUDING ANY SCORE(S), REPORT(S), AND/OR OTHER DATA PROVIDED OR GENERATED BY OR IN CONNECTION WITH THE USE OF THE LICENSED PRODUCT, WILL OPERATE UNINTERRUPTED OR BE ERROR-FREE AT THE TIME OF DELIVERY TO LICENSEE OR THEREAFTER. OTHER THAN THOSE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, LICENSOR DOES NOT MAKE ANY WARRANTY TO LICENSEE, EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF NON-INFRINGEMENT, NON-MISAPPROPRIATION, VALIDITY, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE LICENSED PRODUCT AND ANY ADDITIONAL SOFTWARE DEVELOPED OR SERVICES PROVIDED BY LICENSOR IN CONNECTION HEREWITH, INCLUDING ANY SCORE(S), REPORT(S), AND/OR OTHER DATA PROVIDED OR GENERATED BY OR IN CONNECTION WITH THE USE OF THE LICENSED PRODUCT PROVIDED HEREUNDER. LICENSEE SHALL BE RESPONSIBLE FOR ENSURING THAT THE LICENSOR LICENSED PRODUCT AND ANY ADDITIONAL SOFTWARE AND SERVICES, IF ANY, ARE SUITABLE FOR LICENSEE’S INTENDED USE.

10. PUBLICITY.

(a) Except as required by law or in the normal course of business or as otherwise permitted by mutual written agreement of the Parties, neither Licensor nor Licensee shall issue any press release or other written statements in connection with this Agreement intended for use in the public media in a manner suggesting any endorsement by the other or of their products or services.

11. TERM AND TERMINATION.

(a) Term. The Agreement and the License granted under this Agreement shall commence on the Effective Date and shall automatically renew and continue for so long as any license granted herein remains in effect, unless this Agreement is sooner terminated in accordance with the provisions hereof.

(b) Termination by Licensor. Licensor may immediately terminate or suspend this Agreement, any rights granted herein, and/or Licensee's licenses under this Agreement, in Licensor's sole discretion at any time and for any reason, by providing notice to Licensor or revoking access to the Licensed Product. Licensor may terminate this Agreement (and the License granted hereunder) or suspend its further performance without terminating this Agreement by written notice to Licensee if Licensee has materially breached, failed to abide by, or perform a provision of this Agreement and has not cured such breach, failure, or non-performance within fifteen (15) days of receiving written notice from Licensor identifying such breach, failure, or non-performance. For the avoidance of doubt, the failure by Licensee to make any payment to Licensor when due shall constitute a material breach of this Agreement. If Licensor claims that Licensee has infringed Licensor's intellectual property in any manner, Licensor may immediately terminate or suspend Licensee's account without prior notice to Licensee. LICENSOR MAY, IN ITS SOLE AND ABSOLUTE DISCRETION, DENY USE OF AND ACCESS TO ALL OR ANY PORTION OF THE LICENSED PRODUCT, INCLUDING SUSPENDING OR TERMINATING THE LICENSE IF LICENSOR DETERMINES THAT LICENSEE IS USING THE LICENSED PRODUCT IN A MANNER INCONSISTENT WITH THIS AGREEMENT OR IN VIOLATION OF LAW. Upon termination of this Agreement or the License, Licensee shall cease all use of the Licensed Product. Licensee hereby acknowledges and agrees that Licensor may, but is not required to, delete all of Licensee's Data upon termination of this Agreement or the License; provided, however, that, in any event, Licensor may retain and use Licensee's Data for any purpose whatsoever to the extent such Data is or is modified by Licensor to become anonymous without reference to Licensee.

(c) Termination by Licensee. Licensee may terminate this Agreement, for convenience and without cause, by giving Licensor at least sixty (60) days written notice prior to the first day of an installment period as defined in Appendix A. Licensee agrees to pay the installments for any installment period(s) commencing within the notice period as defined in Appendix A.

(d) Effect of Expiration or Earlier Termination. Expiration or earlier termination of this Agreement for any reason shall simultaneously and automatically terminate all rights and licenses granted to Licensee under this Agreement; provided, however, that expiration or earlier termination of this Agreement shall not relieve the Parties of their obligations accrued prior such expiration or earlier termination or their continuing obligations under those provisions of this Agreement that survive or require performance after the expiration or termination of this Agreement, including, without limitation, those provisions expressly identified in Section 12(f) below. In addition to any other applicable obligations of Licensee set forth herein, upon expiration or any earlier termination of this Agreement, Licensee shall immediately:

(i) pay to Licensor all amounts then due and owing to Licensor pursuant to the terms of this Agreement;

(ii) cease exercising all of Licensee's licenses rights with respect to the Licensed Product;

(iii) cease using all Licensor Confidential Information and return or destroy the same in accordance with Section 4 hereof;

(iv) return all tangible copies of the Licensed Product, including all copies of framework, Software, Object Code, or Source Code and portions thereof, in Licensee's possession or control, and destroy all intangible copies of the Licensed Product, including all copies of framework, Software, Object Code, or Source Code and portions thereof, stored or residing on any computer in Licensee's possession or under Licensee's control;

(v) instruct all employees, independent contractors, representatives, and agents having a copy of the Confidential Information or the Licensed Product, or any portion thereof, to abide by the above requirements and to acknowledge their compliance with such instructions;

(vi) comply with all other post-termination provisions applicable to Licensee in this Agreement; and,

(vii) acknowledge its compliance with the provisions of this Section 6 of this Agreement.

(e) Automatic Termination. This Agreement shall automatically terminate or expire upon the earlier of cancellation of Licensee's account, expiration of Licensee's subscription, Licensor's discontinuance of the Licensed Product, or Licensee's failure to comply with this Agreement.

## 12. MISCELLANEOUS PROVISIONS.

(a) Entire Agreement: This Agreement, together with the Order Form, and all annexes, schedules, and exhibits attached hereto, and all other documents that are incorporated by reference herein, constitute the entire agreement between the parties with respect to the subject matter hereof and shall not be modified, amended, or terminated except as herein provided or except by another agreement in writing executed by the parties hereto.

(b) Assignment: This Agreement, the License granted hereunder, and the rights and obligations of Licensee hereunder are personal to Licensee and shall not be assigned, in whole or

in part, by Licensee without the prior written consent of Licensor. Any assignment by Licensee without the prior written consent of Licensor shall be null and void, and of no force or effect.

(c) Waiver. None of the terms of this Agreement shall be deemed to be waived, in whole or in part, by a Party unless such waiver is in writing and executed by an authorized representative of such Party. The failure of either Party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of any such provision, nor in any way to affect the validity of this Agreement or any part of it or the right of either Party after any such failure to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. No waiver of any provision of this Agreement shall render unenforceable any other provision of this Agreement.

(d) Amendment. No amendment, change, modification, alteration, or addition to any provision hereof shall be binding unless in writing and executed by authorized representatives of both Parties.

(e) Severability. If any provision of this Agreement is held invalid, void, or inoperative by a court of competent jurisdiction, no other provision of this Agreement shall be affected as a result thereof and the remaining provisions of this Agreement shall be valid and remain in full force and effect as if such void, invalid, or inoperative provision had been omitted.

(f) Survivability. Terms and conditions of this Agreement that shall survive any expiration or earlier termination of this Agreement include, without limitation, all provisions relating to definitions (Section 1), payments (Section 3), recordkeeping and inspection confidentiality (Section 4), Intellectual Property (Section 5), indemnification/exclusion of damages/limitation of liability (Section 8), representations/warranties/covenants (Section 9), effect of expiration or earlier termination (Section 11(d)), and miscellaneous items (Section 12).

(g) Independent Contractor. Each Party will act solely as, and shall be, an independent contractor with respect to the other Party and neither Party will have any power or authority to directly or indirectly bind or act on behalf of the other Party. Nothing contained in this Agreement will be deemed to create a joint venture, partnership, agency or similar endeavor between the Parties hereto.

(h) Benefits and Burdens. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective permitted successors and assigns.

(i) Headings. The headings used herein are for reference and convenience only, and shall not enter into the interpretation of this Agreement.

(j) Force Majeure: If any Party is prevented from fulfilling its duties and obligations under this Agreement by reason of Force Majeure, the obligations of such Party hereunder

during the period of such disability will be suspended; provided, however, that the Party being relieved of its obligations hereunder has used and continues to use commercially reasonable efforts to remove the circumstances that are the cause of the Force Majeure. As used herein, “Force Majeure” means an event or circumstance beyond the reasonable control of the Party claiming Force Majeure. Force Majeure shall include, without limitation, failure to perform under the Agreement due to an act of God; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerrilla action; act of terror; economic sanction or embargo; civil strike, work stoppage, slow down or lock-out; explosion; fire; earthquake; abnormal weather condition (e.g., tsunami; tornado; hurricane; flood; lightning; wind; drought; and peril of the sea); the binding order of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal means); the binding order or regulation of any governmental authority that reduces or terminates either Party's ability to perform under the Agreement.

(k) Execution of Further Documents. Each Party agrees to execute and deliver, without further consideration, any additional documents, and to perform such other lawful acts as the other Party may reasonably request to fully secure, perfect, record, and/or evidence the rights or interests herein.

(l) Notices: Under this Agreement, all required notices or communications shall be in writing and deemed effective upon receipt if sent by certified mail return receipt requested or recognized overnight courier with delivery tracking, and addressed as follows:

Alter Life Sciences LLC  
34270 Pacific Coast Highway, Suite C  
Dana Point, CA 92629  
United States of America  
Attention: [ William Hall ]  
Phone: [ 949-355-1199 ]

With a copy to:

Matthew D. Zapadka  
John J. Dresch  
Arnall Golden Gregory LLP  
2100 Pennsylvania Avenue, NW  
Suite 350S  
Washington, DC 20037  
United States of America  
Phone: 202.677.4930  
Fax: 202.677.4931

Notwithstanding the foregoing, Licensee hereby consents to receiving electronic communications from Licensor. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Licensed Product. Licensee agrees that any notices, agreements, disclosures, or other communications that Licensor sends to Licensee electronically will satisfy any legal communication requirements, including that such communications be in writing.

(m) Governing Law: This Agreement and all amendments, modifications, alterations, or supplements hereto, and the rights of the parties hereunder, shall be construed under and governed by the laws of the State of California, without regard to its choice of law rules.

(n) Dispute Resolution: In the event of any dispute, controversy or claim arising from, out of or in connection with or relating to this Agreement or any breach or alleged breach of this Agreement (each a “Dispute”), the Parties involved shall meet to discuss and attempt to resolve in good faith such Dispute. If such Dispute is not resolved within thirty (30) days, such Dispute may be settled in a court of competent jurisdiction in the State of California.

(o) Third Party Beneficiary: Nothing in this Agreement, express or implied, is intended to, or shall confer upon, any third party, any legal or equitable right, benefit or remedy of any nature whatsoever.

(p) Independence of Parties. Nothing contained in this Agreement shall be construed to make Licensee the agent for Licensor for any purpose, and no party hereto shall have any right whatsoever to incur any liabilities or obligations on behalf or binding upon any other party. Licensee specifically agrees that it shall have no power or authority to represent Licensor in any manner and that it will not at any time represent orally or in writing to any person or corporation or other business entity that it has any right, power or authority not expressly granted by this Agreement.

(q) Interpretation: The parties are equally responsible for the negotiation and preparation of this Agreement, and in any judicial proceeding the terms hereof shall not be more strictly construed against one party than the other.

(r) Counterparts: This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same document.

(s) Equitable Relief: Each party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 4 would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in condition to all other remedies that may be available at law, in equity, or otherwise.

EXHIBIT A  
SUPPORT PLAN

*[Remainder of page intentionally blank; to be determined]*