

Software License Agreement

This Software License Agreement (“Agreement”) is made between Mountain States Consulting, LLC, a Wyoming limited liability company, located at 970 W Broadway #471, Jackson, Wyoming 83002, U.S.A. (“MSC”), and the licensee named below (“Licensee”).

1. License Terms and Conditions

1.1 The Software. “Software” means the computer programs, database structure, templates, documentation and all other items provided by MSC to Licensee on any media and in any format, including by download, during the term of this Agreement.

1.2 License. Subject to the terms and conditions of this Agreement and upon MSC’s receipt of full payment of the applicable fees, MSC grants Licensee the right to install and interact with the Software pursuant to this Agreement (the “License”). The License is non-exclusive and non-transferable. The License is limited to the number of individual employees and independent contractors (“Concurrent Users”), the number of computer processors (“CPUs”), and the number of authorized locations (“Sites”) specified in the Schedule. MSC currently offers two types of License: (1) a year-to-year license (“Annual Subscription”), and (2) an open-ended license (“Full License”).

1.3 Annual Subscriptions. In the event that Licensee chooses an Annual Subscription, the License for the Software shall be for an initial limited term of one (1) year from the date MSC first makes the Software accessible to Licensee, unless a different date is stated on the applicable Schedule. Each Annual Subscription shall automatically expire at the end of the then-current term, unless MSC receives Licensee’s payment in full of the renewal fees as detailed in the then-current price list. Any Annual Subscription renewal period shall be governed by the terms and conditions of this Agreement.

1.4 Customization and Derivative Works. With the exception of Annual Subscription licenses, Licensee may customize the Software for its own internal purposes. However, Licensee may not distribute the Software, the customization of the Software or any derivative works of the Software to any third parties.

1.5 License Limitations. The Software may be used only for Licensee’s internal business use. Licensee shall not, nor permit any third party to, reverse engineer, decompile, disassemble or otherwise reduce the Software to any other humanly perceivable form, and may not modify, adapt, rent, lease, loan or create derivative works based upon the Software or any part thereof, except as expressly permitted by this Agreement. The Software may not be used to process the data of any third party or for the benefit of any third party, including without limitation on a service bureau or application software provider basis. Licensee may not distribute, export, copy, transfer, sell, license, sublicense, lease, give, decompile, reverse engineer, disseminate, publish, assign (whether directly or indirectly, by operation of law or otherwise), transmit or otherwise reproduce, disclose or make available to others, the Software or any portion or derivative work thereof. Licensee agrees not to remove any proprietary legends,

markings, copyright notices, copyright management information, or any MSC trademarks, logos or names.

1.6 Back-up Copies. Under the License, Licensee may make one copy (in machine-readable form only) of the Software solely for back-up or disaster recovery purposes. Licensee must reproduce each such copy without modification, including all copyright and other proprietary notices that are on the original copy.

1.7 Ownership. Licensee acknowledges and agrees that MSC and its licensors own and reserve all rights in the Software not expressly granted to Licensee, including without limitation: (a) The title and ownership of all rights in the Software; (b) all intellectual property rights, including without limitation all copyright rights, patent rights and trade secrets under the law of the United States and in every other country and jurisdiction in the world. Licensee will not take any action to jeopardize, limit or interfere in any manner with MSC's ownership or other rights in the Software.

1.8 Limited Warranty. MSC warrants for a period of thirty (30) days from the initial delivery date of the Software ("Warranty Period") that (a) the media provided by MSC, if any, on which the Software is recorded will be free from material defects in materials and workmanship under normal use, and (b) the operation of the Software, as provided by MSC, will substantially conform to MSC's published documentation for the Software. In the event Licensee notifies MSC in writing during the Warranty Period that the Software as received is in breach of this limited warranty, the Licensee's sole and exclusive remedy is that MSC, at its sole option and expense, shall replace the media, repair the Software, or replace the Software. This warranty shall not apply if the Software has been altered or modified by any one other than MSC, or has not been installed, operated, repaired or maintained in accordance with instructions and documentation created and supplied by MSC.

2. Disclaimers and Limitations

2.1. DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, REGARDLESS OF ANY ADVERTISEMENTS MARKETING MATERIALS OR WEB SITES, MSC HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE SOFTWARE AND ALL MODIFICATIONS OR UPGRADES THERETO, REGARDLESS OF FORM, AND RELATED DOCUMENTATION, INCLUDING WARRANTIES OF NON-INFRINGEMENT, FREEDOM FROM INTERFERENCE WITH ENJOYMENT, MERCHANTABILITY, QUALITY, ACCURACY, FITNESS OF RESULTING WORK PRODUCT, FITNESS FOR A PARTICULAR PURPOSE OR THAT LICENSED SOFTWARE WILL GENERATE CERTAIN RESULTS.

2.2 ACKNOWLEDGEMENT. LICENSEE HEREBY ACKNOWLEDGES AND AGREES THAT EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT: (A) NO OTHER REPRESENTATIONS AND WARRANTIES HAVE OR WILL BECOME PART OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES RELATING TO THE LICENSE OR SUPPORT OF THE LICENSED SOFTWARE UNDER THIS AGREEMENT OR OTHERWISE, AND (B) LICENSEE HAS NOT RELIED ON ANY PROMISES OR

OTHER COMMITMENTS RELATING TO THE LICENSE OR SUPPORT OF THE LICENSED SOFTWARE OTHER THAN AS EXPRESSLY INCLUDED IN THIS AGREEMENT, WHETHER, IN THE CASE OF (A) OR (B), CONTAINED IN OR BASED ON ADVERTISEMENTS, MARKETING MATERIALS, PRODUCT DESCRIPTIONS, PRODUCT SAMPLES, MODELS OR DEMONSTRATIONS, OR OTHER MATERIALS, DISCUSSIONS OR MEANS.

2.3 LIMITATION OF LIABILITY. IN NO EVENT WILL MSC, ITS SUBSIDIARIES OR ANY OF THE LICENSORS, DIRECTORS, OFFICERS, EMPLOYEES OR AFFILIATES OF ANY OF THE FOREGOING BE LIABLE TO LICENSEE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE), ARISING FROM LICENSEE'S USE OF THE SOFTWARE. MSC'S TOTAL LIABILITY ARISING FROM LICENSEE'S USE OF THE SOFTWARE WILL BE LIMITED TO DIRECT DAMAGES OF NO MORE THAN THE LICENSE FEES RECEIVED BY MSC FOR SUCH SOFTWARE, IF ANY. LICENSEE ACKNOWLEDGES AND AGREES THAT THE FOREGOING AMOUNT IS NOT AN ESTIMATE OF DAMAGES AND WILL NOT BE ADMISSIBLE FOR ANY PURPOSE IN ANY ACTION AGAINST MSC. THIS LIMITATION OF LIABILITY IS INDEPENDENT OF, AND SHALL SURVIVE ANY FAILURE OF, ANY EXCLUSIVE REMEDIES OTHERWISE PROVIDED FOR IN THIS AGREEMENT.

2.4 No Other Services. No maintenance, installation, technical support or training for the Software is included with this Agreement. Maintenance may be available under the terms of MSC's then-current Annual Maintenance Agreement. Installation, technical support and training, where commercially offered by MSC, may be ordered under separate agreement at MSC's then-current fees.

2.5 No Third Party Warranties. MSC does not warrant, and expressly disclaims any warranties, express or implied, that the Software will work on the Licensee's hardware or in connection with any operating systems or other computer programs, regardless of whether the same were selected or recommended by MSC. All warranties (if any) for any third party computer programs, equipment, or other information technology are made by such third party vendors or distributors, and not by MSC.

3. General Provisions

3.1 Pricing and Payment. Payment terms are net 30 days from the date of invoice. MSC may assess late charges to any payments or fees not paid when due. Licensee agrees to pay all applicable taxes, and/or other fees associated with the delivery and installation of the Software, as well as all collection costs, including reasonable attorney's fees, incurred as a result of nonpayment of fees. Licensee agrees to be responsible and liable for interest on past due sums at the lesser of the maximum legally chargeable interest rate or 18% per annum.

3.2 Confidentiality. Licensee acknowledges that the Software, proprietary tools, knowledge, methodologies and other information disclosed by MSC to Licensee under or relating to this Agreement (collectively the “Confidential Information”) is MSC’s valuable and proprietary information, and the unauthorized use or disclosure of the Confidential Information would cause severe damage to MSC. Licensee will use its best efforts and take all reasonable steps to hold the Confidential Information in strict confidence, and protect the Confidential Information from any use, reproduction, publication, disclosure or distribution, except as specifically authorized by this Agreement or as specifically authorized in advance in writing by MSC. Licensee will immediately inform MSC in writing if Licensee becomes aware of any unauthorized use or disclosure of the Confidential Information, and Licensee will cooperate with MSC in any litigation or other action brought by MSC against third parties to protect its Confidential Information and proprietary rights. Licensee will limit access to the Confidential Information to those of its Users who need access for purposes permitted by this Agreement, and will inform the Users of the restrictions on their use and disclosure of the Software under this Agreement. Licensee will have its independent contractors sign a confidentiality agreement that protects MSC’s interests consistent with this Agreement. Licensee will be responsible for any breach of the confidentiality provisions of this Agreement by Licensee’s Users.

3.3 Assignment. Licensee may not lease, assign, sublicense or transfer any of its rights or obligations under this Agreement to any third party without MSC’s prior written consent, which consent MSC may refuse in its sole discretion. Any purported or attempted assignment or transfer in violation of this provision will be void and without effect, and will constitute grounds for immediate termination of this Agreement by MSC.

3.4 Software Supplied to the U.S. Government. For each Licensee that is a branch or agency of the United States Government, the Software was developed entirely at private expense without the use of any U.S. Government funds, and is a “commercial item,” as that term is defined in 48 C.F.R. §2.101, as amended, consisting of “commercial computer software” and “commercial computer software documentation,” as such terms are used in 48 C.F.R. §12.212. Consistent with 48 C.F.R. §12.212 and 48 C.F.R. §227.7202-1 through §227.7202-4, as amended, any use, modification, reproduction, release, performance, display, disclosure or distribution of the Software by the U.S. Government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted herein.

3.5 Waiver of Sovereign Immunity. For each Licensee that may have a right to claim sovereign immunity or otherwise limit MSC’s right to bring claims against Licensee under this Agreement, the Licensee hereby agrees to waive, and does hereby waive, its sovereign immunity or such other limitation to the fullest extent possible under all applicable laws, regulations and treaties. This waiver applies to any and all entities that may claim sovereign immunity or any other restriction on the applicability of law arising out of the Licensee’s legal status, including without limitation whether the Licensee is a branch, agency or part of a governmental entity in or for any country, the U.S. Government, a State or Provincial Government, or a Local Government (including without limitation any county, parish, township, borough or city government).

3.6 Term and Termination. This Agreement is effective when signed by Licensee and countersigned by an authorized officer of MSC, or upon installation of the Software, whichever occurs first. The Agreement is effective until termination or expiration, either through mutual agreement by the parties, or immediately upon Licensee's material breach of this Agreement, or upon written notice by MSC. Immediately upon written notice of such termination or expiration, Licensee must immediately destroy the Software and all copies thereof, in its original form and as modified by Licensee, (including copies stored in computer memory), and shall so certify to MSC in writing.

3.7 Third Party Beneficiaries. Nothing in this Agreement is intended to confer, or shall have the effect of conferring, benefits, rights or remedies unto any person other than the parties hereto, and their respective successors and permitted assigns. Licensee covenants not to sue or bring any action against any of MSC's licensors, employees, officers or shareholders for any claim arising under or related to this Agreement or the Software licensed hereunder.

3.8 Severability. If any of the provisions of this Agreement are held to be in violation of applicable law, void or unenforceable in any jurisdiction, then such provisions are herewith severed from this Agreement and shall not affect the validity or enforceability of the remaining provisions of this Agreement.

3.9 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous statements, understandings, representations, agreements, warranties, promises or other communications, written or oral, regarding the same.

3.10 Amendments and Modifications. No amendment to or modification of this Agreement will be binding unless made in writing and signed by both Licensee and a duly authorized representative of MSC, including any new, modified or additional Schedule.

3.11 Waiver of Rights under this Agreement. Any waiver of a right or remedy under this Agreement will not constitute a waiver of any other right or remedy, or of the same right or remedy upon any other occasion.

3.12 Dispute Resolution. This Agreement is governed by the law of the State of Wyoming, without giving effect to conflicts of law principles, and excluding the U.N. Conventions on Contracts for the International Sale of Goods. Licensee hereby expressly agrees that MSC, in addition to any other rights or remedies which MSC may possess, shall be entitled to injunctive and other equitable relief without having to post bond or other security to prevent a material breach or continuing material breach of this Agreement. Except for such injunctive relief sought by MSC, any controversy or claim between the parties, whether or not it arises out of or relates to this Agreement ("Dispute") shall be resolved exclusively and finally by one arbitrator in binding arbitration administered by the American Arbitration Association ("AAA") and conducted under its Commercial Arbitration Rules in Jackson, Wyoming, U.S.A. Evidence may be submitted on the documents, by telephone, online or in person, as the arbitrator deems appropriate.

The decisions and awards of the arbitrator shall be final and binding, and judgment may be entered thereon in any court of competent jurisdiction. The arbitrator shall award MSC any collection expenses, including attorney's fees, incurred to collect any unpaid amounts. Should either party bring a Dispute in a forum other than the AAA, the arbitrator may award the other party its reasonable costs and expenses, including attorney's fees, incurred in staying or dismissing such other proceedings or in otherwise enforcing compliance with this Dispute Resolution provision. Licensee expressly waives the right to a court proceeding and agrees to resolve any Disputes through binding arbitration as stated in this provision.

The above terms and conditions are accepted by Licensee.

Accepted by "Licensee":

Signature: _____
 Signer's Name: _____ Signer's Title: _____
 Date of Signing: _____

Licensee Name: _____ Contact Name: _____
 Address: _____ Email: _____
 _____ Phone: _____
 City, State, Zip: _____, _____ Fax: _____
 Country: U.S.A.

Accepted by Mountain States Consulting, LLC ("MSC"):

Signature:  _____
 Signer's Name: Rick Collard Signer's Title: Member
 Date of Signing: _____

Schedule:

Software: MSC-LIMS No. of Concurrent Users: _____
 License Type: _____ No. of CPUs: _____
 Fees: N/A
 Site(s): _____