

LABSTER

SOFTWARE SERVICES AGREEMENT

This Software Services Agreement is entered into on the date below between Labster Inc, a company incorporated in the United States of America, EIN: 81-4817248, with a place of business at 19 West 34th Street, Suite 1018, New York, NY 10001 ("Labster"), and the customer listed below ("Customer"). This Agreement includes and incorporates the below Order Form, the Terms and Conditions (Appendix A) and the Labster Privacy Policy (Appendix B), and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

Order Form

Customer: Heritage High School	Contact: Ross Bauer
Address: 26001 Briggs Rd Menifee, CA 92585	Phone: (951) 940-5447
	E-Mail: ross.bauer@puhsd.org
Billing Contact Name: Billing Contact Email: Billing Contact Phone Number:	

Qty	Cost	Product Code	Product/Service Description	Course Start/End Dates
2,500	\$10.00	OTS-ALL	Full access to Labster for 2,500 students	03/01/2021-02/28/2022
Total				\$25,000.00

1. Term: Full access to Labster for 2,500 students from 03/01/2021 through 2/28/2022.
2. Unless otherwise specified in the Product/Service Description above, this Order Form may be extended upon written agreement between parties.
3. Any licenses which have not been used by the Term will expire and will not roll over the next Term.
4. Effective Date: Upon execution of this Order Form.
5. Payment terms: All initial and subsequent payments shall be due Net 30. Unless otherwise specified, all dollars (\$) are United States currency.

Signatures:

On behalf of Labster

Place:

Date:

Name in print:

Position:

Signature: _____

On behalf of Customer

Place:

Date:

Name in print:

Position:

Signature: _____

APPENDIX A
TERMS AND CONDITIONS

1. TECHNICAL REQUIREMENTS AND SUPPORT TERMS

1.1 Running simulations in a browser requires a stable internet connection and a laptop or desktop computer which meets the requirements below:

Processor: Dual core 2 GHz or higher
Memory: 4 GB or more
Graphic card: Intel HD 3000 / GeForce 6800 GT / Radeon X700 or higher
OS: Windows (64-bit) or Mac OS
Supported browsers: Latest versions of Firefox, Chrome, Safari, and Opera.

1.2 Labster provides customer support help desk service from 8am – 4pm (GMT) Mondays to Fridays. Labster’s support team will always respond within 24 hours, except over weekends or public holidays, to support requests submitted through the help feature within the Labster.com online account, by email to support@labster.com or by telephone on +45 50223061. **Please note: The first level of support is located in Copenhagen and working days are dependent on the Danish bank holiday calendar.**

1.3 Labster will for the duration of the Term specified in this Agreement provide technical support to Customer, such support not to exceed a maximum of 20 hours per year. Labster is not obliged to render technical support to individual users of the Labster simulations (“Users”).

1.4 Resolution times are dependent on the severity level that the Labster Support team assigns to the request. Labster will use its best efforts to resolve reported issues within the applicable Request Resolution Time for the level of severity of the issue, as set forth below.

i) Problem Severity Levels 1 and 2 Response and Resolution: If a Problem Severity Level 1 or 2 request cannot be corrected to the reasonable satisfaction of the requestor within the Request Resolution Time after the requestor makes the initial request for Technical Support, Labster will:

- Immediately escalate the request to Labster’s executive management
- Continue to take all available actions which will most expeditiously resolve the request
- Provide timely reports to the requestor of the steps taken and to be taken to resolve the request, the progress to correct, and the estimated time of correction until the request is resolved
- Provide increasing levels of technical expertise and Labster management involvement in finding a solution to the request until it has been resolved.

ii) Problem Severity Levels 3 and 4 Response and Resolution: If a Problem Severity Level 3 or 4 request cannot be corrected to the reasonable satisfaction of the requestor within the Request Resolution Time after the requestor makes the initial request for Technical Support, Labster will nonetheless continue to work to resolve the request in an expeditious manner.

1.5 Technical Support Problem Severity Levels

i) Problem Severity Level 1

Description: This Problem Severity Level is associated with: (a) one or more simulations are non-functional or not accessible; (b) unauthorized

exposure of all or part of user data; or, (c) loss or corruption of all or part of user data.

Request Response Time: 1 working day
Request Resolution Time: 2 working days

ii) Problem Severity Level 2

Description: This Problem Severity Level is associated with significant and/or ongoing interruption of a user’s use of one or more simulations and for which no acceptable work-around is available.

Request Response Time: 1 working day
Request Resolution Time: 9 working days

iii) Problem Severity Level 3

Description: This Problem Severity Level is associated with minor and/or limited interruption of a user’s use of one or more simulations.

Request Response Time: 1 working day
Request Resolution Time: 14 working days

iv) Problem Severity Level 4

Description: This Problem Severity Level is associated with general questions pertaining to the simulations, or other issues which are not included in Problem Severity Levels 1, 2, or 3.

Request Response Time: 1 working day
Request Resolution Time: 2 working days

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services (“Software”); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Labster or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

2.2 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Labster’s Terms and Conditions and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Labster against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys’ fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer’s use of Services. Although Labster has no obligation to monitor Customer’s use of the Services, Labster may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.3 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, “Equipment”). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer’s knowledge or consent.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose business,

technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Labster includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Labster to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and provided to Customer as part of the Services. Labster shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Labster's support services, and (c) all intellectual property rights related to any of the foregoing.

3.3 Notwithstanding anything to the contrary, Labster shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies including, without limitation, information concerning Customer Data and data derived therefrom (excluding, however, the Customer Data itself and data derived therefrom), and Labster will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Labster offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business, in line with the Privacy Policy (Appendix B) and respecting the laws and regulations of the United States of America. No rights or licenses are granted except as expressly set forth herein

4. PAYMENT OF FEES

4.1 Customer will pay Labster the then applicable fees described in the Order Form for the Services in accordance with the terms therein (the "Fees"). Labster reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Term specified in the Order Form or then current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Labster has billed Customer incorrectly, Customer must contact Labster no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Labster's customer support department.

4.2 Full payment for invoices issued in any given month must be received by Labster thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes

associated with Services other than the taxes based on Labster's net income.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Term as specified in the Order Form, and may be extended upon written agreement between parties.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

6.1 Labster shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Labster or by third-party providers, or because of other causes beyond Labster's reasonable control, but Labster shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, LABSTER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND LABSTER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. INDEMNITY

7.1 Labster shall hold Customer harmless from liability to third parties resulting from infringement by the Service of any patent or any copyright or misappropriation of any trade secret, provided Labster is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Labster will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Labster, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Labster, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Labster to be infringing, Labster may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

8. LIMITATION OF LIABILITY

8.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, LABSTER AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND LABSTER'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO LABSTER FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT LABSTER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2 If either party is prevented from fulfilling its obligations under the Agreement as a result of extraordinary events beyond the control of the party and which the party could not have foreseen when the Agreement was entered into (force majeure), this shall not be considered a breach.

8.3 Neither of the parties shall be liable for a failure to fulfil their obligations under the Agreement if the failure to perform is due to force majeure as set out in the clause above.

9. MISCELLANEOUS

9.1 If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Labster's prior written consent. Labster may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Labster in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. The parties submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Courts of the State of New York. This Agreement shall be governed by the laws of the State of New York without regard to its conflict of laws provisions.

APPENDIX B

LABSTER PRIVACY POLICY

This Privacy Policy governs the manner in which Labster collects, uses, maintains and discloses information collected from users (each, a “User”) of the <http://www.labster.com> website (the “Site”). This Privacy Policy applies to the Site and all products and services offered by Labster..

Personal identification information

Labster may collect personal identification information from Users in a variety of ways, including, but not limited to, when Users visit the Site, register on the Site, log into the virtual laboratory, complete laboratory steps, subscribe to the newsletter, respond to a survey, fill out a form, and in connection with other activities, services, features or resources available on the Site. Users may be asked for, as appropriate, name, email address, mailing address, and/or phone number. Users may, however, visit the Site anonymously. Labster will collect personal identification information from Users only if they voluntarily submit such information. Users can always refuse to supply personally identification information, except that it may prevent them from engaging in certain Site related activities.

Non-personal identification information

Labster may collect non-personal identification information about Users whenever they interact with the Site. Non-personal identification information may include the browser name, the type of computer and technical information about Users’ means of connection to the Site, such as the operating system and the Internet service providers utilized and other similar information.

Web browser cookies

The Site may use “cookies” to enhance the user experience. User’s web browser places cookies on their hard drive for record-keeping purposes and sometimes to track information about them. User may choose to set their web browser to refuse cookies, or to alert them when cookies are being sent. If they do so, note that some parts of the Site may not function properly.

How Labster uses collected information

Labster may collect and use Users’ personal information for the following purposes:

1. To improve customer service

Information Users provide helps us respond to their customer service requests and support needs more efficiently.

2. To personalize user experience

Labster may use information in the aggregate to understand how Users as a group use the services and resources provided on the Site.

3. To improve the Site

Labster may use feedback Users provide to improve products and services.

4. To process payments

Labster may use the information Users provide about themselves when placing an order only to provide service to that order. Labster does not share this information with outside parties except to the extent necessary to provide the service.

5. To run a promotion, contest, survey or other Site feature

Labster may use the information Users provide to send information they agreed to receive about topics that may be of interest to them.

6. To send periodic emails

Labster may use the email address to send Users information and updates pertaining to their order. It may also be used to respond to their inquiries, questions, and/or other requests. If User decides to opt-in to the mailing list, they will receive emails that may include company news, updates, related product or service information, etc. If at any time the User would like to unsubscribe from receiving future emails, Labster includes detailed unsubscribe instructions at the bottom of each email or User may contact Labster via the Site.

7. To conduct scientific research

Labster may use the information Users provide to conduct scientific research that may lead to publications in scientific journals and conferences.

How Labster protects personal information

Labster adopts appropriate data collection, storage and processing practices and security measures to protect against unauthorized access, alteration, disclosure or destruction of Users' personal information, username, password, transaction information and data stored on the Site.

Sensitive and private data exchange between the Site and its Users happens over a SSL secured communication channel and is encrypted and protected with digital signatures.

Sharing personal information

Labster does not sell, trade, or rent Users personal identification information to others. Labster may share generic aggregated demographic information not linked to any personal identification information regarding visitors and users with business partners, trusted affiliates and advertisers for the purposes outlined above. Labster may use third party service providers to help operate the business and the Site or administer activities on Labster's behalf, such as sending out newsletters or surveys. Labster may share User information with these third parties for those limited purposes provided that they have given their permission.

Third party websites

Users may find advertising or other content on the Site that link to the sites and services of Labster's partners, suppliers, advertisers, sponsors, licensors and other third parties. Labster does not control the content or links that appear on these sites and are not responsible for the practices employed by websites linked to or from the Site. In addition, these sites or services, including their content and links, may be constantly changing. These sites and services may have their own privacy policies and customer service policies. Browsing and interaction on any other website, including websites which have a link to the Site, is subject to that website's own terms and policies.

Changes to this privacy policy

Labster has the discretion to update this Privacy Policy at any time. On doing so, Labster will post a notification on the main page of the Site, revising the updated date. Labster encourages Users to frequently check this page for any changes to stay informed about how Labster is helping to protect the personal information collected. Users acknowledge and agree that it is their responsibility to review this privacy policy periodically and become aware of modifications.

Acceptance of these terms

By using the Site, Users signify their acceptance of this Policy. If Users do not agree to this Policy, please do not use the Site. Users' continued use of the Site following the posting of changes to this policy will be deemed an acceptance of those changes.

Contacting Labster

If there are any questions about this Privacy Policy, the practices of this site, or Users' dealings with this site, please contact Labster at: info@labster.com.

Contact Address

Labster ApS

Danneskiold-Samsøes Allé 41

1434 København K

Denmark