

SOFTWARE LICENSING AGREEMENT

This Software Licensing Agreement is entered into this [Date], by and between Michael Swisher dba Swisher Solutions (Licensor), and [License Purchaser] (Licensee).

Recitals. WHEREAS, Licensor is engaged in the business of designing and developing computer-related software and hardware systems and related products and has created and developed a software package called SwishLIMS that is Laboratory information Management System and is described in greater detail in the attached Exhibit "A" (the "Software"); and

WHEREAS, Licensee desires to utilize such Software in managing Laboratory Operations;

WHEREAS, Licensor and Licensee believe it is in their mutual interest and desire to enter into an agreement whereby Licensee would use Licensor's Software on its desired platform use for software pursuant to the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of this Agreement, the parties hereto agree as follows:

1. LICENSE. Licensor hereby grants to Licensee, for the term of this Agreement, an non-exclusive, non-assignable (except as noted below), right and license to utilize but not distribute the Software in connection with its business of Sample Testing. Licensor will place the Software on a Web Server owned by Licensee. Licensee is prohibited from distributing any copies of the Software to outside parties. Licensee is further prohibited from using the Software in any manner other than as described above.



2. TERM. This Agreement shall be effective as of the date of execution by both parties and shall extend for the period of 1 year(s) thereafter (the “Initial Term”). This Agreement shall be automatically renewed for 1 year(s) [the “Extended Term(s)”] unless Licensee provides the Licensor notice in writing of its intention not to renew the Agreement, said notice to be provided at least 30 days prior to the expiration of the then in-effect Term.

3. COMPENSATION. In consideration for the licenses granted hereunder and during the Initial Term of the Agreement and for each Extended Term, Licensee agrees to pay to Licensor the Fees recited in Schedule A in accordance with the Fee Payment Schedule recited in Schedule A.

At the time of installation, Licensee agrees to pay Licensor the Installation Fee recited in Schedule A attached hereto.

4. INTELLECTUAL PROPERTY AND CONFIDENTIALITY. Licensor will retain exclusive interest in and ownership of its intellectual property rights in and to the Software and expressly reserves all rights not expressly granted under this agreement. Licensee recognizes that the Software is the proprietary and confidential property of Licensor. Accordingly, Licensee shall not, without the prior express written consent of Licensor, during the term of this Agreement and thereafter, disclose or reveal to any third party or utilize for its own benefit other than pursuant to this Agreement, any Software provided by Licensor, provided that such information was not previously known to Licensee or to the general public. Licensee further agrees to take all reasonable precautions to preserve the confidentiality of Licensor's Software and shall assume responsibility that its employees, sub-licensees, other representatives will similarly preserve

this information against third parties. The provisions of this clause shall survive termination of this Agreement.

5. INSTALLATION, TRAINING, AND ACCEPTANCE. Licensor shall install the Software on Licensee's server in accordance with the Delivery Schedule recited in Schedule A attached hereto. At the time of such installation, Licensor shall provide Licensee with appropriate documentation for the Software reasonably acceptable to Licensee.

At the time of installation of the Software and for no additional consideration, Licensor shall train at least 1 employee of Licensee in the use of the Software via remote access and phone.

In the event that Licensee fails to notify Licensor of any difficulties or problems with the Software within 30 days after installation thereof, Licensee shall be deemed to have accepted the Software. Prior to acceptance of such Software, Licensor shall have the right to repair or replace the Software at its discretion. Upon acceptance of such Software, Licensor shall be under no obligation to repair or replace such Software except as provided for in the Warranties provision of this Agreement.

6. WARRANTIES. Licensor represents and warrants that, to Licensor's knowledge, the Software does not infringe the intellectual property rights or other rights of any third party.

Licensor warrants that the Software will perform in accordance with the specifications provided to Licensee as determined by Licensor.

THE WARRANTY PROVIDED FOR HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, THAT MAY ARISE EITHER BY AGREEMENT BETWEEN THE PARTIES OR BY OPERATION OF LAW, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In the event of a claim by Licensee under this warranty, Licensor shall have the option to either repair or replace the Software. In the event that Licensor fails to repair or replace the Software within a reasonable period, Licensee's sole recourse shall be to terminate the Agreement. In no event shall Licensor be liable for any incidental, consequential, or punitive damages as a result of its performance or breach of this Agreement.

7. TERMINATION. The following termination rights are in addition to the termination rights that may be provided elsewhere in the Agreement:

Right to Terminate Upon Notice. Either party may terminate this Agreement on 30 days' written notice to the other party in the event of a breach of any provision of this Agreement by the other party, provided that, during the 30-day period, the breaching party fails to cure such breach.

Licensee Right to Terminate. Licensee shall have the right to terminate this Agreement at any time on 30 days' written notice to Licensor for any reason.

8. POST-TERMINATION RIGHTS. Upon the expiration or termination of this Agreement, all rights granted to Licensee under this Agreement shall forthwith terminate and immediately revert to Licensor and Licensee shall discontinue all use of the Software and the like.

Upon expiration or termination of this Agreement, Licensor may require that Licensee transmit to Licensor, at no cost, all material relating to the Software, provided, however, that Licensee shall be permitted to retain a full copy of all material subject to the confidentiality provisions of this agreement.

9. INDEMNITY. Licensee (as an indemnifying party) shall indemnify Licensor (as an indemnified party) against all losses and expenses, including reasonable attorneys fees, in connection with any proceeding arising out of Licensee's unauthorized customization, modification, or other alterations to the Software, including claims that its customization, modification, or other alterations infringe a third party's Intellectual Property rights.

10. NOTICES. Any notice required to be given pursuant to this Agreement shall be in writing and delivered via email. Either party may change the address to which notice or payment is to be sent by written notice to the other party pursuant to the provisions of this paragraph.

11. JURISDICTION AND DISPUTES. This Agreement shall be governed by the laws of [Licensee State]. All disputes hereunder shall be resolved in the applicable state or federal courts of [Licensee State]. The parties consent to the jurisdiction of such courts and waive any jurisdictional or venue defenses otherwise available without reference to conflict of laws principles.

12. AGREEMENT BINDING ON SUCCESSORS. This Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their heirs, administrators, successors, and assigns.

13. WAIVER. No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.

14. SEVERABILITY. If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement.

15. ASSIGNABILITY. The license granted hereunder is personal to Licensee and may not be assigned by any act of Licensee or by operation of law unless in connection with a transfer of substantially all the assets of Licensee or with the consent of Licensor.

16. INTEGRATION. This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents that may be in conflict therewith.



IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its or his/her hand and seal the day indicated.

SwishLIMS	[Licensee]
By: Michael Swisher	By:
Title: Owner	Title:
Date:	Date:



SCHEDULE A TO SOFTWARE LICENSE AGREEMENT

DATED [date]

BETWEEN

Michael Swisher

AND

[Licensee]

1. INITIAL FEE. During the Term of this Agreement, the Initial Fee shall be [Monthly Fee] Dollars (\$ [Monthly Fee]).

2. USAGE FEE. Licensee shall pay Licensor a Monthly Usage Fee of [Usage Fee] Dollars (\$ [Usage Fee]). This fee includes five (5) hours of support and development per month, non-cumulative. Additional hours accrued per month are billed at \$ [Hourly Rate] per hour. The Usage Fee is applicable whether any support is provided or not.

3. DELIVERY SCHEDULE. Licensee will endeavor to rollout within 30 days after execution of this Agreement.

4. FEE PAYMENT SCHEDULE. Installation and Usage Fees shall be payable as follows:

40% of Initial Fee	<i>Upon execution of this Agreement</i>
60% of Initial Fee	<i>Upon acceptance by Licensee</i>
Monthly Fee	<i>The first day of every month</i>
Hourly Fee	<i>For support beyond 5 hours per month</i>



EXHIBIT A TO SOFTWARE LICENSE AGREEMENT

DATED [date]

BETWEEN

Michael Swisher

AND

[Licensee]

- SwishLIMS is a Web-based LIMS system built using common technologies PHP, jQuery, HTML and CSS with a MariaDB (MySQL-compatible) database backend on a Linux platform.
- SwishLIMS can be hosted in any environment that can host a Web Server running PHP and a MySQL-compatible Database Server.
- Licensee can modify Software source code as desired, and can hire third party developers to modify and/or maintain Software.
- Licensee retains all rights and full access to all their data as generated by the Software.
- SwishLIMS provides tracking and management of Customers, Licenses and Locations, Samples and Batches for Testing Facilities, and provides a robust Client Portal for Laboratory customers to access and interact with Test Result data.
- SwishLIMS provides .csv upload integration with METRC and other Seed-to-Sale tracking systems as needed.
- SwishLIMS can import response data from instruments in .csv format as needed.
- Sample Reports (CoA) are generated automatically and can be made publicly accessible via the Client Portal. QR Codes are provided for easy access to public Test Result Data and CoAs.