Software Services Agreement

This Software Services Agreement (this " Agreement") is made and entered into as of 00/00/2020 (the " Effective Date ") by and between SciFind with its principal place of business at asdf (the Client), and Aven LLC, a limited liability company in the state of California, with its principal place of business at 548 Market St. #74668 San Francisco ("Aven") (each herein referred to individually as a " Party ," or collectively as the " Parties ").

1.	**Services and Payment**
	Aven agrees to undertake and complete the Services (as defined in Exhibit A) in accordance with and on the schedule specified in Exhibit A.

2.	**Fees**
	The Client will pay the Consultant the fees (the "Fees") as specified in Exhibit E.

2.	**Warranty**
	Aven warrants that the Services will be performed in a professional and workmanlike manner and that none of such Services or any part of this Agreement is or will

be inconsistent with any obligation Aven may have to others.

3. **Independent Contractor Relationship**
    Aven's relationship with Client will be that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture, or employment relationship. No part of Aven's compensation will be subject to withholding by Client for the payment of any social security, federal, state ,or any other employee payroll taxes. The Client warrants and guarantees that the Client's software and/or services do not violate and law, codes or regulations, and that the same does not infringe upon any trademarks, patents, copyrights etc. throughout the world. To the fullest extent of the law the Client agrees to indemnify and hold harmless Aven for any suit or claim against Aven which arises out of section 3 of this agreement.

5. **Confidentiality**

5.1. **Definition of Confidential Information**
    "CONFIDENTIAL INFORMATION" as used in this Agreement shall mean any and all technical and non-technical information including patent, copyright, trade secret, proprietary information, computer files, and client information related to the past, current, future, and proposed services of Client and includes, without limitation, Client property, and Client's infor-

mation concerning customers, research, financial information, purchasing, business forecasts, sales and merchandising, and marketing plans and information.

5.2. **Nondisclosure and Nonuse Obligations**
Consultant agrees to protect the confidentiality of all Confidential Information and, except as permitted in this section, Consultant shall neither use nor disclose the Confidential Information. Consultant may use the Confidential Information solely to perform consulting services under this Agreement for the benefit of Client.

5.3. **Exclusion from Nondisclosure and Nonuse Obligations**
Consultant's obligations under Section 5.2 ("NONDISCLOSURE AND NONUSE OBLIGATIONS") with respect to any portion of the Confidential Information shall not apply to any such portion that Consultant can demonstrate (a) was in the public domain at or subsequent to the time such portion was communicated to Consultant by Client; (b) was rightfully in Consultant's possession free of any obligation of confidence at or subsequent to the time such portion was communicated to Consultant by Client; or (c) was developed by Consultant independently of and without reference to any information communicated to Consultant by Client. A disclosure of Confidential Information by Consultant, either (i) in response to a valid order by a court or other governmental body, (ii) otherwise required by law, or (iii) necessary to establish the rights of either party un-

der this Agreement, shall not be considered a breach of this Agreement or a waiver of confidentiality for other purposes, provided, however, that Consultant shall provide prompt written notice thereof to Client to enable Client to seek a protective order or otherwise prevent such disclosure.

6. General Provisions

6.1. Governing Law

This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of California. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the state courts of California, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of such state courts located in California, such personal jurisdiction shall be nonexclusive.

6.2. Severability

If any provision of this Agreement is held by a court of law to be illegal, invalid, or unenforceable, (a) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (b) the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

6.3. **Injunctive Relief for Breach**
Consultant agrees that its obligations under this Agreement are of a unique character that gives them particular value; Consultant's breach of any of such obligations will result in irreparable and continuing damage to Client for which there will be no adequate remedy at law; and, in the event of such breach, Client will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper, including monetary damages if appropriate.

Appendix

Exhibit A. Proprietary Services
Exhibit B. Proprietary Deliverables
Exhibit C. Open Source Deliverables
Exhibit D. Payment
Exhibit E. Schedule