

SUBCONTRACTOR AGREEMENT

1. **The Parties.** This Subcontractor Agreement (“Agreement”) made on November 14, 2019, between a business entity known as Schoenhals Services with a mailing address of 2525 West Commercial Street, Broken Arrow, Oklahoma, 74012 (“Contractor”) and three individual(s) known as Zach Osman, Jonathon Alexander (“Subcontractor”) all of whom agree as follows:

The Subcontractor acknowledges that any work performed under this Agreement must be in accordance with the latest version agreement(s) (“Prime Contract”) made between the Contractor and business entity known as the Laureate Institute for Brain Research with a mailing address of 6655 South Yale Avenue, Tulsa, Oklahoma, 74136 (“Client”).

2. **Services Provided.** Subcontractor agrees to furnish all labor, materials, equipment, and any other facilities required to complete the following: Development of Graphic User Interface (GUI) as described in the attached ‘R34 Project Description’ Hereinafter known as the “Services”.

3. **Responsibilities.** Costs and responsibility related to the Services shall be as follows:

- a. **Materials.** Including, but not limited to, all supplies and products shall be the responsibility of the Subcontractor.
- b. **Equipment.** Including, but not limited to, machinery, accessories, or devices needed in order to complete the Services shall be the responsibility of the Subcontractor
- c. **Travel.** Including, but not limited to, ensuring that any labor, materials, and/or equipment are provided at the Location started in Section 5 and shall be the responsibility of the Subcontractor; and

Subcontractor shall not be liable for any other costs in connection to the Services (“Responsibilities”)

4. **Attachments.** The Contractor may attach any plans, schematics, drawings, details, or other information to assist the Subcontractor in the aforementioned Services. Any attachment made shall be part of the entire agreement.

5. **Location.** The location for the Services to be completed by the Subcontractor shall be the Float Clinic and Research Center at the address of the Client

6. **Commencement Date.** The Subcontractor shall be permitted to begin the Services on:

Date: November 16, 2019

7. **Completion.** The Subcontractor will be required, unless otherwise stated under the terms of this Agreement, to complete the Services in accordance with attached ‘R34 Project Scope of Work’ document.

8. Payment. Subcontractor shall be paid for their Services and Responsibilities in the following manner: \$35.00 per hour for a maximum of 90 hours. Total not to exceed \$3,150.00. Hours worked beyond 90 will not be compensated.

9. Payment Method. Payments shall be made on a weekly basis. If the Subcontractor completes the Services to the satisfaction of the Contractor, before the full amount of the Payment has been paid, any remaining amount shall be payable immediately.

10. No Right to Subcontracting. Subcontractor may not subcontract, either in part or in whole, the Services authorized under this Agreement.

11. Assignment. Subcontractor shall not have the right to assign any rights under this Agreement or any part of the Services herein. Subject to the foregoing, this Agreement shall be binding upon the Parties' heirs, executors, successors and assigns.

12. Insurance. The Contractor shall not require the Subcontractor, along with each of its subcontractors, to have any type of insurance before commencing Services.

If the parties have a dispute, regardless of aforementioned dispute remedies, the Contractor may, before, during, or after any arbitration or mediation, take any steps as required by law to preserve or secure any lien on the property to enforce payment of monies due. Specifically, the Contractor may record one or more lien certificates in the appropriate Registry of Deeds and may commence legal action to enforce and preserve any lien as provided under State Law.

Completion, as determined under this Section, may be changed if the Services cannot begin or end due to circumstances beyond the control of the Contractor, including but not limited to, lack of readiness of the Location, unavailability of building materials, or any other issues considered outside the control of the parties in this Agreement.

13. Termination. Contractor or Subcontractor may, at any time and for any reason, terminate this Agreement for convenience with at least 5 business day(s) notice. In the event of termination for convenience, Subcontractor shall recover only the actual cost of work completed to the date of termination in approved units of work or percentage of completion.

14. Claims. If any claim is made by the Contractor or Subcontractor in connection with a Change Order or regarding any related issue with this Agreement or the performance of Services and/or Services to be provided, either party shall have the right to submit written notice of such claim through certified mail with return receipt. After receipt of a written claim by either party of this Agreement, the parties shall have 3 business day(s) to correct the claim prior to seeking a resolution under the instructions in Section 8.

15. Change Orders. Any alteration or deviation from the form the Services mentioned or any other contractual specifications that result in a revision of this Agreement shall be executed and attached to this Agreement as a change order ("Change Order").

16. Warranty. In addition to any additional warranties agreed to by the parties, the Contractor warrants that the Services will be free of defective materials constructed according to the standards of the building code applicable to the local, county, and State Laws.

17. Entire Agreement. The Agreement represents the entire agreement between the Contractor and Subcontractor. This Agreement supersedes any prior written or oral representations. Subcontractors are bound to the Contractor by the prime contract and any contract documents

incorporated therein to the same extent as Contractor is bound to the Client insofar as they related in any way, directly or indirectly, to the Services provided and covered in this Agreement.

18. Time. Subcontractor shall provide the Contractor with scheduling information in a form acceptable to the Contractor and shall conform to the Contractor's progress schedules, including any changes made by the Contractor in the scheduling of Services. Subcontractor shall coordinate its Services so as not to delay or damage their performance.

19. Delays. Should the Subcontractor delay the Contractor, or any other contractors, Subcontractors will identify the Contractor and hold Contractor harmless for any damages, claims, demands, liens, stop notices, lawsuits, attorney's fees, and other costs or liabilities imposed on the Contractor with said delay to the Subcontractor. Among other remedies for Subcontractor's delay, the Contractor may supplement the Subcontractor's work and deduct associated costs at Contractor's election.

20. Inspection of Services. Subcontractor shall make the Services provided accessible at all reasonable times for inspection by the Contractor. Subcontractor shall, at the first opportunity, inspect all software delivered to the job site by others to be used or incorporated into the Subcontractor's Services and give prompt notice of any defect therein. Subcontractor assumes full responsibility to protect the work done hereunder until final acceptance by the Contractor or any authorized third party.

21. Labor Relations. Subcontractor shall maintain labor policies in conformity with the directions of the Contractor and under State laws.

22. Indemnification. To the fullest extent permitted by law, Subcontractor shall defend, indemnify and hold harmless the Client and Contractor along with any of their agents, employees, or individuals associated with their organization from claims, demands, causes of actions and liabilities of any kind and nature whatsoever arising out of or in connection with the Subcontractor's Services or operations performed under this Agreement and causes or alleged to be caused, in whole or in part, by any act or omission of the Subcontractor. This indemnification shall extend to claims occurring after this Agreement is terminated as well as while it is in force. The indemnity shall apply regardless of any passively negligent act or omission of the client or Contractor, or their agents or employees, but Subcontractor shall not be obligated to indemnify any party for claims arising from the active negligence, sole negligence, or willful misconduct of Client or Contractor or their agents or employees or arising solely by the designs provided by such parties. To the extent that State law limits the defense or indemnity obligations of the Subcontractor either to Contractor or Client, the intent hereunder is to provide the maximum defense and indemnity obligations allowed by the Subcontractor under the law. The indemnity set forth in this Section shall not be limited by any insurance requirement or any other provision of this Agreement.

23. Confidentiality. For the purpose of this Agreement, "Confidential Information" shall mean any information or material that is proprietary to a party or designated as confidential by such party ("Disclosing Party") and received by another party ("Receiving Party") as a result of this Agreement. Confidential Information may be considered any information that is conceived, originated, discovered, or developed in whole or in part by the Subcontractor in accordance with providing their Services. Confidential Information does not include (1) information that is or

becomes publicly known without restriction and without breach of this Agreement or that is employed by the trade at or after the time the Receiving Party first learns of such information; (2) generic information or knowledge which the Receiving Party would have learned in the course of similar employment or work elsewhere in the trade; (3) information the Receiving Party lawfully receives from a third party without restriction on disclosure and without a breach of nondisclosure obligation; (4) information of the Receiving Party rightfully knew prior to receiving such information from the Disclosing Party to the extent such knowledge was not subject to restrictions on further disclosure; or (5) information the Receiving Party develops independent of any information origination from the Disclosing Party.

Prime Confidential Information. The following shall constitute Confidential Information of the Contractor and should not be disclosed to third parties; the deliverables, discoveries, ideas, concepts, software, in various stages of development, designs, drawings, speculations, techniques, models, data, source code, source files and documentation, object code, documentation, diagrams, flow charts, research, development, processes, procedures, marketing techniques this Agreement and the existence of this Agreement, the relationship between the Contractor and Subcontractor, and any details of the Service under this Agreement. Subcontractor agrees not to use or reference the Contractor and/or their names, likeness, or logos. Subcontractor will not use or reference Contractor identity, directly or indirectly, in conjunction with third parties.

Non-Disclosure. The parties hereby agree that during the term of this Agreement hereof, and at all times thereafter, and except as specifically permitted herein or in separate writing signed by the Disclosing Party, the Receiving Party shall not use, commercialize or disclose Confidential Information to any person or entity, Upon termination, or at any time upon requires of the Disclosing Party, the Receiving Party shall return to the Disclosing Party all Confidential Information, including all notes, data, reference materials, sketches, drawings, documentation and records which in any way incorporate Confidential Information.

Right to Disclose. With respect to any information, knowledge, or data disclosed to the Contractor by the Subcontractor, the Subcontractor warrants that the Subcontractor has full and unrestricted right to disclose the same without incurring legal liability to others, and that the Contractor shall have the full and unrestricted rights to use an publish the same as it may see fit. Any restrictions on Contractor's use of information, knowledge, or data disclosed by Subcontractor must be made known to Contractor.

24. Notices. All notices under this Agreement shall be in writing and sent to the addresses of the recipient specified herein. Any such notice may be delivered by hand, by overnight courier, certified mail with return receipt, or first class pre-paid letter.

25. Injunctive Relief. Subcontractor acknowledges it would be difficult to fully compensate the Client and/or Contractor for damages resulting from any breach of this Agreement. Accordingly in the event of any breach of this Agreement, the Client and/or Contractor shall be entitled to temporary and/or permanent injunctive relief to enforce such provisions.

26. Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

27. Independent Contractor. No term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

28. Independent Contractor. No term, covenant, condition, or provision of this Agreement shall be considered to create an employer and employee relationship, a master-servant relationship, or a principal and agent relationship between Subcontractor and the Contractor or Client. All parties to this Agreement attest that the relationship between the Contractor and Subcontractor shall be recognized as the Subcontractor acting as an independent contractor.

29. Force Majeure. Neither party shall be liable for any failure to perform under this Agreement when such failure is due to causes beyond that party's reasonable control, including, but not limited to, acts of State or government authorities, acts of terrorism, natural catastrophe, fire, storm, flood, earthquake, accident, and prolonged shortage of energy. In the event of such delay, any date stated herein shall be extended by a period of time necessary by both Contractor and Subcontractor. If the delay remains in effect for a period of excess of thirty days, Contractor has the right to terminate this Agreement upon written notice to the Subcontractor.

30. Governing Law. The Agreement shall be governed under the laws in the State where the Services are being provided.

31. Additional Provisions. All Intellectual Property (IP) is owned by the Client. IP means individually and collectively all inventions, improvements or discoveries generated during the course of the Project.

IN WITNESS WHEREOF, this Agreement was signed by the parties under the hands of their duly authorized officers and made effective as of the undersigned date.

CONTRACTORS SIGNATURE _____ Date: _____

Print Name: _____

Company Name: Schoenhals Services

SUBCONTRACTORS SIGNATURE: _____ Date: _____

Print Name: _____