

SOFTWARE DEVELOPMENT AGREEMENT

This Software Development Agreement (this “Agreement”) is dated as of ~~June 17, 2020~~ (the “Execution Date”), but effective as of ~~June 17, 2020 February 23, 2018~~ (the “Effective Date”) by and between _____ (“Consultant”), with an address located at _____ and MEDLEARNITY LLC, a limited liability company (“Medlearnity”), with a business address located at 15608 Riverside DR W, APT 5F, New York, NY 10032.

BACKGROUND

Consultant is a software developer and consultant. Medlearnity desires to retain Consultant as an independent contractor to perform certain services for Medlearnity and Consultant is willing to perform such services for Medlearnity. In consideration of the mutual covenants and agreements set forth herein, the parties hereby agree as follows:

1. **Definitions.** As used in this Agreement, the following terms, whether used in the singular or plural, will have the following meanings:
 - 1.1 “Deliverables” means (a) any work product, report or other deliverable described in or delivered under any Statement of Work and all work-in-process and (b) any work product, report or other deliverable prepared by or on behalf of Consultant and delivered to Medlearnity from and after the Effective Date in connection with the relationship between Consultant and Medlearnity prior to the Execution Date hereof.
 - 1.2 “Intellectual Property Rights” means, collectively, all rights in, to and under patents, trade secret rights, copyrights, trademarks, service marks, trade dress, and similar rights of any type under the laws of any governmental authority, including without limitation, all applications and registrations relating to the foregoing.
 - 1.3 “Services” means any service described in any Statement.
 - 1.4 “Statement” or “Statement of Work” means any statement of work that (a) references this Agreement, (b) is signed by authorized representatives of both parties and (c) sets forth, at a minimum, the services to be performed by Consultant and the fees for such services.
 - 1.5 “Technology” means any and all intellectual property and/or technology, and tangible embodiments thereof, including without limitation ideas, inventions, discoveries, developments, designs, methods, modifications, improvements, processes, know-how, show-how, techniques, algorithms, specifications, data, databases, computer software and code (including software and firmware listings, assemblers, applets, compilers, source code, object code, net lists, design tools, user interfaces, application programming interfaces, protocols, formats, documentation, annotations, comments, data, data structures, databases, data collections, system build software and instructions), mask works, formulae, supplier and customer lists, trade secrets, plans, drawings, graphics or images, text, audio or visual works, materials that document design or design processes, or that document research or testing, schematics, diagrams, product specifications and other works of authorship.

2. Scope; Schedule.

- 2.1 Scope of Services. Consultant will perform the Services and deliver the Deliverables described in any Statement of Work. The initial Statement of Work is attached as Statement No. 1. If there is any conflict between the terms and conditions of any Statement and any portion of this Agreement, the relevant term or condition of the Statement of Work will control.
- 2.2 Schedule. Consultant agrees to perform the Services and complete the Deliverables in accordance with the schedule set forth between Medlearnity and Consultant. Tasks are requested by Medlearnity on an as-needed basis. The Consultant agrees to complete tasks within a reasonable time from their assignment.
- 2.3 Changes. Medlearnity may at any time request changes that will require additional work. Medlearnity will pay for such work in accordance with the agreed upon hourly rate.

3. Project Manager; Acceptance.

- 3.1 Project Managers. Each party hereto will appoint and maintain at all times during the term of this Agreement, by notice to the other party, a project manager, who will have authority to grant any approvals called for under this Agreement, to consult with such other party and to arrange access to the personnel and resources of the appointing party to the extent necessary or appropriate for purposes of this Agreement, and generally to communicate on behalf of the appointing party with respect to this Agreement and the subject matter hereof. The identity of each party's initial Project Manager will be set forth on the relevant Statement.
- 3.2 Acceptance. Medlearnity's Project Manager will review the Services and Deliverables on a regular basis. [He] will request the Consultant's Project Manager of changes or modifications as needed.

4. Method of Performing Services.

- 4.1 Personnel. The personnel assigned by Consultant to perform the Services will be qualified to perform the assigned duties and available to perform the tasks assigned them in a timely and responsive manner. Consultant acknowledges the importance to Medlearnity of Medlearnity's confidence in the personal services of Consultant's personnel, some of whom may be asked by Medlearnity to participate directly with Medlearnity's customers. Accordingly, Medlearnity reserves the right, in its sole discretion, to disapprove the initial or continuing assignment of any personnel assigned to provide Services under this Agreement. If Medlearnity exercises this right, Consultant will replace the disapproved personnel as soon as is reasonably possible.

5. Compensation.

- 5.1 Compensation. Medlearnity agrees to pay Consultant for the Services in accordance with the applicable Statement of Work. Unless otherwise agreed in writing, Consultant will invoice Medlearnity upon any amounts becoming due and payable pursuant to the applicable Statement and Medlearnity will pay all invoices, including any invoice under Section 9.5, within seven-to-fourteen (7-14) days of receipt.
- 5.2 Taxes. Consultant acknowledges and agrees that it is Consultant's responsibility to compensate Consultant's personnel, and pay all related federal and state income tax withholding, social

security taxes, and unemployment or disability insurance applicable to such personnel, and Consultant will indemnify Medlearnity and hold Medlearnity harmless to the extent of any obligation imposed by law on Medlearnity to pay any such amounts in connection with any payments made by Medlearnity to Consultant under this Agreement on account of Consultant or Consultant's agents or employees.

6. Ownership and Licenses.

6.1 Sources of Deliverables. Deliverables may be composed of any or all of a combination of Medlearnity Technology, Consultant Technology, Third Party Technology and Newly Developed Technology (as each such term is defined below).

- (a) "Medlearnity Technology" means, collectively, any and all (i) Technology provided or made available to Consultant by Medlearnity from and after the Effective Date and (ii) Intellectual Property Rights in or to such Technology or that claim or cover such Technology.
- (b) "Consultant Technology" means, collectively, any and all (i) Technology that is (A) owned and developed or created by Consultant prior to the Effective Date, (B) incorporated into any Deliverable and (C) identified by Consultant in a Statement of Work prior to using such materials in connection with the applicable Services and (ii) and (ii) Intellectual Property Rights in or to such Technology or that claim or cover such Technology.
- (c) "Third Party Technology" means any and all Technology that is identified in a Statement of Work as owned by a third party.
- (d) "Newly Developed Technology" means, collectively, other than Medlearnity Technology, Third Party Technology and Consultant Technology, any and all (i) Technology that constitutes or is incorporated into any Deliverable and/or that is necessary to operate, support or maintain any Deliverable and (ii) and (ii) Intellectual Property Rights in or to such Technology or that claim or cover such Technology.

6.2 Allocation of Intellectual Property Rights.

- (a) Rights in Medlearnity Technology.
 - (i) Medlearnity Technology will be owned exclusively by Medlearnity, except for the limited rights to the Medlearnity Technology described in Section 6.2(a)(ii) below.
 - (ii) Medlearnity hereby grants to Consultant a limited, nonexclusive, non-assignable, non-transferable right and license to copy, create derivative works, modify and otherwise use any Medlearnity Technology provided to Consultant hereunder, solely for the purpose of rendering the Services. Such limited right and license will extend to no other materials or for any other purpose and will terminate automatically upon expiration or termination of the relevant Statement(s) or this Agreement for any reason. Any and all modifications and derivative works of Medlearnity Technology created by Consultant will be owned by Medlearnity. Effective as of the Effective Date, Consultant hereby assigns and transfers, and

will assign and transfer, to Medlearnity, and hereby confirms previous assignment, without further compensation, all right, title and interest in and to such modifications and derivative works and all Intellectual Property Rights in or to such modifications and derivative works or that claim or cover such modifications and derivative works.

- (b) Third Party Technology. Unless otherwise specified in the applicable Statement, (i) Consultant will be responsible for obtaining Medlearnity's prior written consent to the use of any Third Party Technology in connection with the performance of the Services and (ii) upon granting the consent described in the prior clause (i), Medlearnity will be responsible for entering into appropriate licensing agreements concerning such Third Party Technology, including payment therefor.
- (c) Rights in the Consultant Technology.
 - (i) The Consultant Technology will be owned by Consultant, except for the license to the Consultant Technology described in Section 6.2(c)(ii) below.
 - (ii) Consultant hereby grants Medlearnity and its affiliates a perpetual, irrevocable, paid-up, royalty-free, nonexclusive, worldwide license to (A) copy, distribute, transmit, display, perform, and create derivative works of the Consultant Technology, in whole or in part, including, without limitation, the right to add to, subtract from, arrange, rearrange, revise, modify, change and adapt the Consultant Technology and any part or element thereof; and (B) use the Consultant Technology and/or any subject matter of the Consultant Technology, in whole or in part, including without limitation, the right and license to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and/or lease products or services which practice or embody, or are configured for use in practicing, the Consultant Technology and/or any subject matter of the Consultant Technology and the right to practice, and to authorize any other person to practice, any method covered by or included in the Consultant Technology and/or any subject matter of the Consultant Technology. Medlearnity may sublicense, directly or indirectly, through multiple tiers, the rights granted to Medlearnity under this Section 6.2(c)(ii).
- (d) Rights in the Newly Developed Technology. The Newly Developed Technology constitutes "works made for hire" for the Medlearnity, as that phrase is defined in the Copyright Act of 1976 (Title 17, United States Code), and the Medlearnity will be considered the author and will be the owner of the Newly Developed Technology, including, for clarity, any Newly Developed Technology with respect to Deliverables delivered to Medlearnity as of and following the Effective Date. If any Newly Developed Technology does not qualify for treatment as "works made for hire", or if Consultant retains any interest therein for any other reason, effective as of the Effective Date, Consultant hereby assigns and transfers, and will assign and transfer, to the Medlearnity all ownership and interest in such Newly Developed Technology and any and all Intellectual Property Rights in and to any Newly Developed Technology or that claim or cover any Newly Developed Technology. Medlearnity will have the sole right to determine the treatment of any Newly Developed Technology, including the right to keep

the same as trade secrets, to prepare and execute patent applications thereon, to use and disclose the same without prior patent application, to file registrations for copyright or trademark thereon in its own name, or follow any other procedure that the Medlearnity deems appropriate. Consultant agrees to execute any documents of assignment or registration requested by the Medlearnity relating to any and all Newly Developed Technology. Consultant agrees at the cost and expense of Medlearnity to cooperate fully with Medlearnity, both during and after the engagement, with respect to the procurement, maintenance and enforcement of Intellectual Property Rights in or related to Newly Developed Technology. If Medlearnity is unable, after reasonable effort, to secure Consultant's signature on any such papers, Consultant hereby irrevocably designate and appoint each officer of Medlearnity as Consultant's agent and attorney-in-fact to execute any such papers on Consultant's behalf, and to take any and all actions as Medlearnity may deem necessary or desirable in order to protect Medlearnity's rights and/or interests in any Newly Developed Technology.

- (e) Employee and Contractor Agreements. Consultant represents, warrants and covenants that all employees, contractors and other personnel performing Services for Medlearnity under this Agreement have and will have executed appropriate agreements with Consultant so that Consultant may fulfill Consultant's obligations under this Section 6.2. Copies of such agreements with each employee or agent of Consultant who will perform Services hereunder will be provided to Medlearnity before the applicable employee, contractor or other person commences any work.

- 7. Representations, Warranties and Covenants. Consultant understands that Medlearnity respects proprietary rights and does not desire to acquire from Consultant any intellectual property or confidential information of third parties. Consultant represents, warrants and covenants to Medlearnity that (a) this Agreement has been duly and validly executed and delivered by Consultant and constitutes the valid and binding agreement of Consultant, enforceable against Consultant in accordance with its terms; (b) neither Consultant nor Consultant's employees or agents is under any pre-existing obligation inconsistent with the terms of this Agreement; (c) all personnel performing Services for Medlearnity under this Agreement have and will have executed appropriate agreements with Consultant so that Consultant may fulfill Consultant's obligations under this Agreement, including Section 6.2(d); (d) the Services to be performed under this Agreement and the results thereof (including without limitation, the Deliverables, but other than the Third Party Technology) will be the original work of Consultant, free and clear of any claims or encumbrances of any kind, and will not infringe any patent, copyright or other proprietary right or violate or misappropriate a trade secret of any person or entity; (e) any Deliverables provided in electronic form include no computer instructions whose purpose is to disrupt or damage or interfere with the use of computer and telecommunications facilities or to perform functions which are not an appropriate part of the functionality of the Deliverables and whose intended result is to disrupt processing; (f) Consultant's performance of the Services does not and will not violate or conflict with or result in a breach of any terms, conditions, duties or obligations Consultant has to any third party or any other rights of any third party; and (g) the final Deliverables will function according to the applicable description or specifications in the relevant Statement of Work and any change orders.

- 8. Confidential Information. Consultant acknowledges that Consultant may acquire information from Medlearnity of a competitively sensitive or proprietary nature in connection with the Services performed by Consultant ("Confidential Information"), and that, for example, the

Deliverables (other than any Consultant Technology or Third Party Technology) and the source code and firmware of Medlearnity's software constitute Medlearnity's Confidential Information. Consultant agrees to hold such Confidential Information in strict confidence and to use and disclose the same only for purposes of performing Services hereunder. Consultant agrees that Consultant will not allow any unauthorized person access to the Confidential Information, either before or after the termination of this Agreement, and that Consultant will take all action reasonably necessary and satisfactory to Medlearnity to protect the confidentiality of the Confidential Information, including without limitation implementing and enforcing operating procedures to minimize the possibility of unauthorized use or copying of Confidential Information and limiting access to only those employees who have a need to know for purposes of performing the Services, have been advised of the confidential nature, and are under an express written obligation to maintain such confidentiality. These restrictions will not apply to (a) information generally available to the public or (b) information released by Medlearnity generally without restriction. Consultant agrees to provide Medlearnity notice immediately after learning of or having reason to suspect a breach of any of the confidentiality obligations set forth in this Agreement. Notwithstanding the foregoing restrictions, Consultant may disclose information to the extent required by an order of any court or other governmental authority, but only after Consultant has notified Medlearnity and given Medlearnity a reasonable opportunity to obtain protection for such information in connection with such disclosure.

9. Term and Termination.

- 9.1 Term. This Agreement will be in effect from the Effective Date until terminated in accordance with the provisions of this Section 9.
- 9.2 Termination for Convenience. Medlearnity may terminate a Statement of Work or this Agreement upon at least ten (10) days prior written notice without obligation except for payment to Consultant for actual Services performed prior to termination.
- 9.3 Termination for Breach. In the event either party fails to cure a breach of this Agreement within thirty (30) days after receiving written notice thereof, then the non-breaching party may terminate this Agreement upon written notice.
- 9.4 Termination Upon Completion of all Statements of Work. If there are no outstanding Statements of Work under which services are still being provided by Consultant to Medlearnity, upon fourteen (14) days written notice to the other, either party may terminate this Agreement as of the date specified in such notice of termination.
- 9.5 Procedure Upon Termination. Upon termination, Consultant will immediately deliver to Medlearnity all Deliverables (including work-in-process) and all tangible embodiments of Confidential Information. Within sixty (60) days of termination of a Statement of Work under this Agreement for any reason, Consultant will submit to Medlearnity an itemized invoice for Services for which amounts are properly payable by Medlearnity in accordance with this Agreement and the applicable Statement of Work. If Medlearnity has pre-paid amounts in excess of those owed, Developer will refund such excess amount. If Medlearnity owes an amount for properly delivered Services, upon payment of such amount so invoiced, Medlearnity will thereafter have no further liability or obligation to Consultant whatsoever for any further fees or expenses arising under such Statement of Work.

- 9.6 Survival. Notwithstanding any expiration or termination of any Statement of Work or this Agreement, the provisions of Sections 6 through 10, inclusive, will survive.

10. Miscellaneous.

- 10.1 Section 365(n) of the Bankruptcy Code. All rights and licenses granted under or pursuant to this Agreement by Consultant to Medlearnity are, and will otherwise be deemed to be, for purposes of Section 365(n) of the Bankruptcy Code, licenses of rights to “intellectual property” as defined under Section 101(56) of the Bankruptcy Code. The parties agree that Medlearnity, as a licensee of such rights under this Agreement, will retain and may fully exercise all of its rights and elections under the Bankruptcy Code. The parties further agree that, in the event of the commencement of a bankruptcy proceeding by or against Consultant under the Bankruptcy Code, Medlearnity will be entitled to a complete duplicate of (or complete access to, as appropriate) any such intellectual property and all embodiments of such intellectual property, and same, if not already in its possession, will be promptly delivered to Medlearnity (a) upon any such commencement of a bankruptcy proceeding upon written request therefore by Medlearnity, unless Consultant elects to continue to perform all of its obligations under this Agreement, or (b) if not delivered under (a) above, upon the rejection of this Agreement by or on behalf of Consultant upon written request therefore by Medlearnity.
- 10.2 Relationship of Parties. It is understood and agreed that Consultant is an independent contractor and that Consultant will perform the Services under Medlearnity’s general direction as to the result of such activity, but that Consultant will determine, in Consultant’s discretion, the manner and means by which the Services are accomplished, subject to the express condition that Consultant will at all times comply with applicable law. It is also expressly understood that neither Consultant nor Consultant’s personnel will be considered Medlearnity’s agents or employees, and have no authority whatsoever to bind Medlearnity by contract or otherwise.
- 10.3 Assignment. The rights and liabilities of the parties hereto will bind and inure to the benefit of their respective successors, heirs, executors and administrators, as the case may be; provided that, as Medlearnity has specifically contracted for Consultant’s services, Consultant may not assign or delegate Consultant’s obligations under this Agreement either in whole or in part without Medlearnity’s prior written consent.
- 10.4 Governing Law; Consent to Jurisdiction. All disputes, claims or controversies arising out of this Agreement, or the negotiation, validity or performance of this Agreement, or the transactions contemplated hereby will be governed by and construed in accordance with the laws of New York State without regard to its rules of conflict of laws. Each of the parties hereto hereby irrevocably and unconditionally consents to submit to the sole and exclusive jurisdiction of the courts of New York State and of the United States of America located in New York State (the “New York Courts”) for any litigation among the parties hereto arising out of or relating to this Agreement, or the negotiation, validity or performance of this Agreement, waives any objection to the laying of venue of any such litigation in the New York Courts and agrees not to plead or claim in any New York Court that such litigation brought therein has been brought in any inconvenient forum or that there are indispensable parties to such litigation that are not subject to the jurisdiction of the New York Courts.

- 10.5 Complete Understanding; Modification. This Agreement (including all applicable Statements of Work) constitutes the entire agreement between the parties. It supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter, and prevails over any conflicting terms or conditions contained on printed forms submitted with purchase orders, sales acknowledgments or quotations. This Agreement may not be modified or waived, in whole or part, except in writing and signed by an officer or duly authorized representative of both parties.
- 10.6 Severability. The terms and conditions of this Agreement are severable. If any term or condition of this Agreement is deemed to be illegal or unenforceable under any rule of law, all other terms will remain in force. Further, the term or condition which is held to be illegal or unenforceable will remain in effect as far as possible in accordance with the intention of the parties as of the Effective Date.
- 10.7 Notices. Any notices required or permitted hereunder will be given to the appropriate party at the address specified on the first page hereof or at such other address as the party will specify in writing. Such notice will be deemed given upon personal delivery to the appropriate address or sent by certified or registered mail, three days after the date of mailing provided that notice of change of address will be deemed effective only upon receipt.
- 10.8 Legal and Equitable Remedies. Consultant acknowledge that the Services are personal and unique and that Consultant will have access to Confidential Information. Medlearnity will have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief without prejudice to any other rights and remedies that Medlearnity may have for a breach of this Agreement without the necessity of posting a bond.
- 10.9 Headings. The titles and headings of the various sections and paragraphs in this Agreement are intended solely for convenience of reference and are not intended to explain, modify or place any construction or limitation upon any of the provisions of this Agreement.
- 10.10 Counterparts; Facsimile Copies. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. The parties hereto intend that each party will receive a duplicate original of the counterpart copy or copies executed by it. For purposes hereof, a facsimile or PDF copy of this Agreement, including the signature pages hereto, will be deemed to be an original. Notwithstanding the foregoing, the parties hereto will deliver original execution copies of this Agreement to one another as soon as practicable following execution hereof.
- 10.11 Defend Trade Secrets Act of 2016; Other Notices. Consultant understands that pursuant to the federal Defend Trade Secrets Act of 2016, Consultant shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Consultant further understands that nothing contained in this Agreement limits Consultant's ability to (A) communicate with any federal, state or local governmental agency or commission, including to provide documents or other information, without notice to the Company, or (B) share compensation information concerning Consultant or others, except that this does not permit Consultant to disclose compensation information

concerning others that Consultant obtains because Consultant’s job responsibilities require or allow access to such information.

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IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the Execution Date.

[CONSULTANT]

[MEDLEARNITY]

Name:
Title:

Name: Akshay Goel
Title: Founder, CEO of Medlearnity LLC

Statement No. 1
Dated ~~February 25, 2019~~ June 17, 2020
To
Development Services Agreement
dated ~~February 25, 2019~~ June 17, 2020
by and between [CONSULTANT NAME] and Medlearnity

Overview

This Statement of Work (“SOW”) is subject to, and governed by, the Software Development Agreement, dated ~~February 25, 2019~~ June 17, 2020 (the “Agreement”), between Medlearnity (“Company”) and [CONSULTANT NAME] (“you”). This SOW sets forth a description of the services to be performed by you (the “Services”) and the Deliverables, time commitment and fees in connection with the Services. This SOW is effective as of ~~February 23, 2018~~ June 17, 2020 (the “SOW Effective Date”). All capitalized terms used herein without definition will have the meanings set forth in the Agreement.

The Project Managers for this agreement are Ritu Shah for the Consultant, and Akshay Goel for Medlearnity.

Services and Deliverables

The Services will consist of code development and user experience design.

The Deliverables will consist of submitting all developed code to Medlearnity’s code repository on GitHub.

Consultant will submit developed code into Medlearnity’s repository at the end of each work day. Medlearnity will review changes and test new improvements to the software, and provide revisions as needed for the Consultant.

Term and Termination

Term. This SOW will be in effect from the SOW Effective Date until terminated in accordance with the provisions of this Section.

Termination for Convenience. Medlearnity may terminate this SOW upon at least ten (10) days prior written notice without obligation except for payment to Consultant for actual Services performed prior to termination.

Termination for Breach. In the event either party fails to cure a breach of this SOW within thirty (30) days after receiving written notice thereof, then the non-breaching party may terminate this SOW upon written notice.

Signature

IN WITNESS WHEREOF, the parties hereto have signed this SOW as of the SOW Effective Date.

[CONSULTANT]

[MEDLEARNITY]

Name:
Title:

Name: Akshay Goel
Title: Founder, CEO of Medlearnity LLC

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