LICENSE AGREEMENT

THIS AGREEMENT, made this August 16, 2018, by and between Psychological Assessment Resources, Inc., a Florida Corporation, with its principal offices located at 16204 North Florida Avenue, Lutz, Florida 33549, hereinafter referred to as PAR, and Fundacion de Investigacion Biomedica del Hospital Universitario de Getafe (FIBHUG), with principal offices located at Carretera Madrid – Toledo KM 12.500, Getafe, Madrid 28905, Spain, NIF: G83727024, hereinafter referred to as Licensee.

1) RECITALS

PAR has developed and holds all copyrights and distribution rights to certain psychological tests and related materials as listed in Schedule A, hereinafter called "Test". The Test consists of PAR's items, scoring keys, scales, profiles, standard-score conversion tables, norms tables, interpretive information, and related materials created, prepared, devised, and combined by PAR for the administration, scoring, reporting, and analysis of the Test, and includes the words, symbols, numbers, and letters used to represent the Test. Licensee desires to develop automated procedures for the secure and encrypted administration of the Test through Licensee's secure internet assessment website utilizing eCRFweb. The access to Licensee's website will be by only one (1) administrator via one (1) tablet device in connection with Licensee's research titled, *Integrated supportive services/ products to promote FrAilty Care and wEll funcTion (FACET Project)* and to subjects for this research purpose only (the "Limited Purpose(s)"). Unless permitted to do so by a separate license agreement, Licensee only has the right to use the Test for the Limited Purpose described above.

In consideration of the mutual covenants and promises expressed herein and other good and valuable considerations, it is agreed as follows:

2) LICENSE

PAR hereby grants to Licensee, subject to the terms of this Agreement, a non-transferable, non-refundable, non-exclusive license to place the Test on Licensee's Website for the Limited Purpose described in Section 1 above. Licensee agrees to hold secure and treat as proprietary all information transferred to it from PAR. Licensee shall carefully control the use of the Test for the Limited Purpose described in this Agreement. Licensee's use of the Test will be under the supervision or in consultation with a qualified psychologist or other qualified individual and consistent with the then current edition of the Standards for Educational and Psychological Testing published by the American Psychological Association.

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3) TERMS AND TERMINATION

The initial term of this Agreement shall extend from August 16, 2018 through May 15, 2019, and may be extended only by mutual agreement of the parties. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if any of the following events occur:

(a) Termination is mutually agreed to by the parties.

(b) Licensee defaults in the performance of any of its duties hereunder.

On the effective date of expiration or termination of this Agreement pursuant to subsections (a) and (b) above, all rights in this Agreement revert to PAR. Computer software programs written by or for Licensee remain the property of Licensee. Licensee warrants that upon expiration or termination of this Agreement under subsections (a) and (b) above, and except as set forth in any separate license agreement relating thereto, all portions of the Test licensed hereunder shall be removed from Licensee's Website. Failure to cease all uses of the Test shall constitute copyright infringement.

4) TERMINATION RIGHTS

In the event of termination pursuant to paragraph 3 above for any reason, PAR shall not be liable to Licensee for compensation, reimbursement or damages for any purpose, on account of any expenditures, investments, leases or commitments made or for any other reason whatsoever based upon or growing out of this Agreement.

5) CONDITIONS OF USE

PAR shall have the right to review, test, and approve that portion of Licensee's Website which includes the Test. Following PAR's approval of that portion of Licensee's Website containing the Test, the manner in which the Test appears on such Website shall not be changed in any material way without prior approval of PAR.

The computer programs developed by Licensee and used in any phase of administration and scoring of the Test shall be fully tested by Licensee and shall be encrypted and reasonably protected from access, intrusion and changes by persons who are not authorized agents of Licensee. In addition to the foregoing, Licensee shall exert all reasonable commercial efforts to prevent the Programs, and any accompanying code for the administration of the Test from being accessed, viewed or copied by others. Licensee warrants the accuracy of such scoring and reporting.

6) PROPRIETARY RIGHTS

PAR is the owner of all right, title and interest in the Test. Licensee shall acquire no right or interest in the Test, by virtue of this Agreement or by virtue of the use of the Test, except the right to use the Test in accordance with the provisions of this Agreement. Licensee shall not modify or revise the Test in any manner without written approval by PAR. All uses of the Test by Licensee shall inure to the benefit of PAR. Licensee agrees not to challenge or otherwise interfere with the validity of the Test or PAR's ownership of them.

7) ROYALTIES

Licensee agrees to pay PAR a royalty fee for use of the Test and copyrighted materials contained therein, at the rate of $1.48 USD per each test administration of the Test. Licensee will also provide PAR with an itemized accounting of all administrations of each Test administered by Licensee during the term of this agreement. Licensee shall pay to PAR Two Hundred Sixty-Six US Dollars and Forty Cents ($266.40 USD) as an initial license fee ($1.48 USD per administration for 180 administrations), which is due and payable upon the signing of this License Agreement. Licensee shall also pay PAR $1.48 USD per each test administered for any tests administered above 180 by May 30, 2019.

Licensing fees paid to PAR will be payable in US Dollars drawn on a US bank. Any taxes levied on fees by Licensee's government, or fees deducted by Licensee's bank (originating or intermediary) and/or financial institution, shall be paid by Licensee and shall not reduce the amount due to PAR.

For the purposes of this Agreement, an administration of the Test includes any subject evaluation where the Test is completed wholly or in part by site personnel for a given study subject where any data is collected.

8) ACCOUNTING

Licensee shall develop secure computerized accounting methods acceptable to PAR. Such accounting methods must include an electronic counting mechanism which will accurately record the number of administrations of each Test used. Licensee will keep accurate financial records of all transactions relating to the use of the Test, and PAR shall have the right to examine the software and records of Licensee pertaining to the use of the Test. Licensee will make such software and records accessible to PAR or its nominee during normal working hours upon not less than five (5) business days' prior written notice. Licensee shall retain such software and records for at least one year from the date this Agreement expires or the effective termination date.

The Website shall contain the following copyright notice:

> "Adapted and reproduced by special permission of the Publisher, Psychological Assessment Resources, Inc., 16204 North Florida Avenue, Lutz, Florida 33549, from the Mini-Mental State Examination, by Marshal F. Folstein, MD and Susan E. Folstein, MD, Copyright 1975, 1998, 2001 and the Mini-Mental State Examination-2, Copyright 2010 by Mini Mental LLC, Inc. Published 2001, 2010 by Psychological Assessment Resources, Inc. Further reproduction is prohibited without permission of PAR, Inc. The MMSE-2 can be purchased from PAR, Inc. by calling (813) 968-3003."

9) INDEMNITY

Licensee agrees to indemnify PAR and hold PAR harmless against any claim or demand or against any recovery in any suit (including taxes of any kind, reasonable attorney's fees, litigation costs, and other related expenses) that may be:

(a) brought by or against PAR, arising or alleged to have arisen out of the use of the Test by Licensee;

(b) sustained or incurred by PAR, arising or alleged to have arisen in any way from the breach of any of Licensee's obligations hereunder; or

(c) incurred by PAR in any litigation to enforce this Agreement, including litigation against Licensee.

10) ASSIGNMENT

Licensee shall not assign this Agreement or any license, power, privilege, right, or immunity, or delegate any duty, responsibility, or obligation hereunder, without the prior written consent of PAR. Any assignment by PAR of its rights in the Test shall be made subject to this Agreement.

11) GOVERNING LAW

This Agreement shall be construed according to the laws of the State of Florida of the United States of America. Venue for any legal action relative to this Agreement shall be in the appropriate state court in Hillsborough County, Florida, or in the United States District Court for the Middle District of Florida, Tampa division. Licensee agrees that, in any action relating to this Agreement, the Circuit Court in Hillsborough County, Florida or the United States District Court for the Middle District of Florida, Tampa Division, has personal jurisdiction over Licensee, and

that Licensee waives any argument it may otherwise have against the exercise of those courts' personal jurisdiction over Licensee.

12) SEVERABILITY

If any provision of this Agreement shall, to any extent, be invalid and unenforceable such provision shall be deemed not to be part of this Agreement, and the parties agree to remain bound by all remaining provisions.

13) EQUITABLE RELIEF

Licensee acknowledges that irreparable damage would result from unauthorized use of the Test and further agrees that PAR would have no adequate remedy at law to redress such a breach. Therefore, Licensee agrees that, in the event of such a breach, specific performance and/or injunctive relief, without the necessity of a bond, shall be awarded by a Court of competent jurisdiction.

14) ENTIRE AGREEMENT OF THE PARTIES

This instrument embodies the whole Agreement of the parties. There are no promises, terms, conditions, or obligations for the Test licensed hereunder other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either written or verbal, between the parties hereto, with the exception of any prior agreements that have not previously been terminated by written consent of both parties or by one party if the terms of the agreement allow. This Agreement may be changed only by an agreement in writing signed by both parties.

15) NOTICES AND MODIFICATIONS

Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if sent by certified or registered mail postage prepaid to the addresses first herein above written or to such addresses as either party may from time to time amend in writing. No letter, telegram, or communication passing between the parties hereto covering any matter during this contract, or periods thereafter, shall be deemed a part of this Agreement unless it is distinctly stated in such letter, telegram, or communication that it is to constitute a part of this Agreement and is to be attached as a right to this Agreement and is signed by both parties hereto.

16) SUCCESSORS AND ASSIGNS

Subject to the limitations on assignments as provided in Section 10, this Agreement shall be binding on the successors and assigns of the parties hereto.

17) PARAGRAPH HEADINGS

The paragraph headings contained in this Agreement are inserted only for convenience and they are not to be construed as part of this Agreement.

18) AUTHORIZATION AND REPRESENTATION

Each party represents to the others that it has been authorized to execute and deliver this Agreement through the persons signing on its behalf.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the date first herein above written.

ACCEPTED AND AGREED:

FIBHUG:

BY: _____

LUIS JULIAN FERNANDEZ VERA

FUNDACIÓN PARA LA INVESTIGACIÓN BIOMÉDICA Sol. Madrid Hospital Universitario de Getafe

Title: DIRECTOR FIBHUG

DATE: August 24th 2018

ACCEPTED AND AGREED:

PAR:

BY: _____

KRISTIN GRECO, MBA

Title: CEO

DATE: September 4, 2018

PAYMENT RECEIVED: Ck# 153369700000742

PAR CUSTOMER No.: 63156

SIGNATURE OF QUALIFIED INDIVIDUAL REQUIRED:

I hereby certify that I am qualified to use and interpret the results of these tests as recommended in the *Standards for Educational and Psychological Testing*, and I assume full responsibility for the proper use of all materials used per this Agreement.

BY: _____

LEOCADIO RODRÍGUEZ MAÑAS, MD, PHD

SCHEDULE A

The Test licensed to Licensee pursuant to the above license consist of PAR's items, scoring keys, scales, profiles, standard-score conversion tables, norms tables, and related materials created, prepared, devised, and combined by PAR for the administration, scoring, reporting, and analysis of the Test, and include the words, symbols, numbers, and letters used to represent the Test. However, PAR and Licensee acknowledge and agree that Licensee may use only the PAR items and scoring information for the Test as appropriate for the Limited Purpose. The Test referred to in the body of this Agreement is defined as follows:

1) Mini Mental State Examination, 2nd Edition (MMSE-2)
Standard Version Blue Form

European Spanish only