

### Services Agreement

This agreement is made as of October 23, 2103 between StemExpress, a limited liability company, and Planned Parenthood of Santa Barbara, Ventura & San Luis Obispo Counties, Inc. (PPSBVSLO) a professional corporation.

WHEREAS, StemExpress is a company devoted to providing services related to the procurement of human organs, tissues, and blood for medical research in order to facilitate medical research utilizing those tissues; and

WHEREAS, PPSBVSLO provides medical services, education programs, and advocacy initiatives in order to improve people's lives;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, and in order to further their mutual goals, the parties agree as follows:

1. The term "fetal organ" has the same meaning as the term defined in the National Organ Transplant Act (42 U.S.C.A. 274e(c)(1)) and means the human kidney, liver, heart, lung, pancreas, bone marrow, cornea, eye, bone, and skin or any subpart thereof and any other human organ or any subpart thereof, as from a fetus.
2. The term "product of conception" ("POC") means any fetal organ or other fetal or placental material taken from the human uterus during an abortion.
3. The term "maternal bloods" means blood samples taken from a pregnant woman.
4. PPSBVSLO will provide, and StemExpress will pay the reasonable costs for, services and facilities at mutually agreed upon health centers (hereinafter collectively referred to as "services") associated with the following: the removal of fetal organs from POCs; the processing, preservation, quality control, and transportation of the fetal organs; appropriate space in which StemExpress representatives and employees may work; disposal services for non-used portions of cadaveric materials; obtaining maternal blood; seeking consent for donation of fetal organs and maternal blood from appropriate donors, and; maintaining records of such consents so that verification of consent can be supported.
5. The reasonable costs associated with the services specified in this Agreement shall be fifty dollars (\$50.00) per 60cc's of maternal blood, and seventy five dollars (\$75.00) for the collection of fetal tissue, if collected solely by PPSBVSLO staff. If StemExpress staff is onsite to physically collect the sample, then there would be a cost adjustment for the collection of the sample. PPSBVSLO will invoice StemExpress monthly for the number of POC's and number of maternal bloods

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procured by StemExpress. StemExpress will pay PPSBVSLO within thirty days of receipt of the invoice.

6. Any information obtained from PSBVSLO patients' charts shall be privileged, and StemExpress will treat the information in order to preserve the confidentiality of the patients. StemExpress will not receive any information concerning identity of donors except as necessary to obtain patients' consent for use of POCs and maternal bloods. This will always be done in accordance with HIPAA guidelines.
7. The term of this Agreement shall be for one year, beginning from the date hereof, and can be renegotiated for successive years there after. Parties may, at any time, give each other a ninety days written notice of the intention to terminate this Agreement, whereupon the Agreement shall terminate ninety days after the receipt of such notice. .
8. Written notices pursuant to this Agreement shall be sent to the following:

Attn: Virginia Siegfried, MD | Medical Director  
Planned Parenthood of Santa Barbara, Ventura  
& San Luis Obispo Counties, Inc.®  
518 Garden Street | Santa Barbara, CA 93101

Attn: Cate Dyer, CEO  
StemExpress  
778 Pacific Street  
Placerville, CA 95667

9. The parties do not know how many patients will consent to donate POCs or maternal bloods for research, and thus do not know how many POCs or maternal bloods will be obtained pursuant to this Agreement. PPSBVSLO is not obligated to provide any minimum number of POCs or maternal bloods. StemExpress is not obligated to take any minimum number of POCs or maternal bloods, nor is StemExpress obligated to take all the POCs or maternal bloods made available by PPSBVSLO.
10. The parties mutually agree to defend, protect, and hold harmless each other's officers, directors, agents, employees, and consultants from and against any and all expenses, liabilities, demands or claims for loss or damage to property, or for personal injury or death suffered as a result of any actions by the parties in the performance of the Agreement and attributable to the fault or negligence of the parties or their respective officers, directors, agents, employees, or consultants.

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11. No modification to this Agreement, nor any waiver of any rights, shall be effective unless agreed to in writing by the party charged with such waiver or modification. Waiver of any breach or default shall not constitute a waiver of any other right hereunder, or any subsequent breach or default.
12. This Agreement constitutes the entire and exclusive agreement between the parties.
13. This Agreement shall be governed by and interpreted under the laws of the State of California, and venue for any dispute arising hereunder shall be in the County of Sacramento.
14. The prevailing party in any action to enforce the terms of the Agreement shall be entitled to reimbursement by the other party for all costs, including the reasonable attorney fees and professional fees, incurred in connection with such proceeding.
15. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives as of the date written above.

StemExpress, LLC

Planned Parenthood Santa Barbara,  
Ventura & San Luis Obispo Inc.

By:   
Name: Cate Dyer  
Title: CEO

By:   
Name: Cheryl Rollins  
Title: President/CEO