UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Form 10-Q/A

☒ **QUARTERLY REPORT UNDER SECTION 13 OR 15 (d) OF THE SECURITIES EXCHANGE ACT OF 1934**

FOR THE QUARTERLY PERIOD ENDED MARCH 31, 2013

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15 (d) OF THE SECURITIES EXCHANGE ACT OF 1934**

FOR THE TRANSITION PERIOD FROM _____ TO _____

Commission file number 001-35647

LIFEVANTAGE CORPORATION
(Exact name of Registrant as specified in its charter)

COLORADO	**90-0224471**
(State or other jurisdiction of incorporation or organization)	**(IRS Employer Identification No.)**

9815 S. Monroe Street, Ste 100, Sandy, UT 84070
(Address of principal executive offices)

(801) 432-9000
(Registrant's telephone number)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15 (d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.   Yes ☒   No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).   Yes ☒   No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☒
Non-accelerated filer	☐ (Do not check if a smaller reporting company)	Smaller reporting company	☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).   Yes ☐   No ☒

The number of shares outstanding of the issuer's common stock, par value $0.001 per share, as of May 1, 2013 was 113,524,045.

Explanatory Note

This amendment (Form 10-Q/A) is being provided for the sole purpose of furnishing complete Exhibits 10.1 and 10.2, originally filed with our Form 10-Q for the period ended March 31, 2013. As a result of a technical error, portions of Exhibits 10.1 and 10.2 furnished with the Form 10-Q as originally filed were erroneously omitted.

No other changes have been made to the Form 10-Q. This Form 10-Q/A does not reflect events that may have occurred subsequent to the original filing date of the Form 10-Q, and does not modify or update any related disclosures made in the Form 10-Q.

Item 6. Exhibits

See the exhibit index immediately following the signature page of this report.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

LIFEVANTAGE CORPORATION

Date: May 24, 2013	/s/ *Douglas C. Robinson*
	Douglas C. Robinson
	President and Chief Executive Officer
	(Principal Executive Officer)
Date: May 24, 2013	/s/ *David S. Colbert*
	David S. Colbert
	Chief Financial Officer
	(Principal Financial Officer)

Exhibit	Description
10.1#	Software Service Agreement with JIA, Inc. dated September 28, 2012
10.2#	Software License Agreement with JIA, Inc. dated September 28, 2012
31.1	Certification of principal executive officer pursuant to Rule 13a-14(a)/15d-14(a)
31.2	Certification of principal financial officer pursuant to Rule 13a-14(a)/15d-14(a)
32.1*	Certification of principal executive officer pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2*	Certification of principal financial officer pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101*	The following financial information from the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2013 formatted in XBRL (extensible Business Reporting Language): (i) Condensed Consolidated Balance Sheets at March 31, 2013 and June 30, 2012; (ii) Unaudited Condensed Consolidated Statements of Operations and Other Comprehensive Income for the three and nine month periods ended March 31, 2013 and 2012; (iii) Unaudited Condensed Consolidated Statement of Stockholders' Deficit for the nine months ended March 31, 2013; (iv) Unaudited Condensed Consolidated Statements of Cash Flows for the nine month periods ended March 31, 2013 and 2012; and (v) Notes to Unaudited Condensed Consolidated Financial Statements, tagged as blocks of text.

\#   The Company has requested confidential treatment for portions of this agreement. Accordingly, certain portions of this agreement have been omitted in the version filed with this report and such confidential portions have been filed with the Securities and Exchange Commission.

*   Filed as an exhibit to the Company's Form 10-Q for the fiscal period ended March 31, 2013, filed with the Securities and Exchange Commission on May 9, 2013.

SOFTWARE SERVICE AGREEMENT

The following document constitutes a Software Service Agreement (together with its appendices, the "Agreement"), which is entered into as of **September 28, 2012** ("Effective Date") by and between:

JIA, Inc (Jenkon)., a corporation organized and existing under the laws of the State of Washington, United States of America, located at **203 SE Park Plaza Drive, Suite 250, Vancouver, Washington, 98684**, hereinafter referred to as "JIA", and

LifeVantage Corporation, a corporation organized and existing under the laws of the State of Utah located at **9815 S. Monroe Street, Suite 100, Sandy, UT 84070**, hereinafter referred to as "Licensee".

1. **BASIS OF AGREEMENT:**

   Licensee has engaged JIA to provide services as described below with respect to the Licensed Software purchased by the Licensee as described in the Software section of the Order Form in Appendix B, excluding customizations or modifications to the Licensed Software, (hereinafter referred to as the "Licensed Software") which is the subject of the Software License Agreement dated **September 28, 2012** between JIA and Licensee.

2. **PRICE AND PAYMENT:**

   2.1. Price
   Licensee shall pre-pay JIA annually for Covered Service, as determined in the Order Form defined in Appendix B which specifies the amount owed for Covered Services and terms of payment.

   2.2. Payment Schedule
   JIA will invoice Licensee in advance for each Term of Covered Service. Payments are required to be received by JIA prior to the start of the Term to insure continued service.

   Payment Schedule: See Order Form defined in Appendix B.

   2.3. Effective Date
   The effective date of this Agreement shall be the Effective Date, and shall remain in force so long as Licensee is not in default under this Agreement, subject to section 4.

   2.4. Taxes
   All service charges are exclusive of applicable federal, national, provincial, state or local taxes, tariffs, duties or fees. Licensee shall pay or reimburse JIA for any such taxes to the invoices submitted to Licensee by JIA.

   2.5. Changes in Price
   JIA may change the Price for Covered Service anytime with thirty (30) days prior written notice to the Licensee. Licensee has the right to cancel this Agreement within thirty (30) days of receiving such notice with a written cancellation notice. JIA may not increase the service charges more often than annually. When additional licenses and or modules are purchased standard service charges will be calculated as of the date of purchase.

3. **COVERED SERVICE:**

   3.1. Covered Service
   Covered Service shall be provided during JIA's normal business hours, which is defined as 7:00am PST to

[***] -- Confidential portions of this document denoted by [***] have been redacted and filed separately with the Securities and Exchange Commission

6:00pm PST, Monday through Friday. Licensee shall have access to Emergency Hotline Support of this Software Service Agreement. JIA shall provide to Licensee under the terms of this Agreement, the following:

3.1.1. Free telephone support service during JIA's normal business hours. JIA shall respond to a call from Licensee during JIA's normal business hours for covered services within one hour.

3.1.2. Access to twenty-four (24) hour Emergency Hotline Support Services outside of normal business hours and during holidays, which are listed in Appendix A of this Agreement. JIA shall respond to a call from Licensee outside of JIA's normal business hours within [***] hours. Emergency Hotline Support is available for the following conditions:

- Licensee cannot connect or 'log on' to the Licensed Software
- Processing of commissions via the Licensed Software has ceased to operate or failed to operate as specified according to the 'Commissions Sign Off Document' executed between JIA and Licensee

3.1.3. License to new patches and upgrades to the Licensed Software as they are made generally available, which does not include professional services for the upgrade. Major Licensed Software enhancements are priced and purchased separately.

3.1.4. JIA will, from time to time, advise Licensee of new devices, software programs, or other information that will aid Licensee in the ongoing utilization of the Licensed Software.

3.1.5. Repair or correction of Licensed Software programming due to modifications made by JIA at Licensee's request for a period of thirty (30) days following installation of the modification. Licensee is responsible for testing any modifications within thirty (30) days and reporting any errors to JIA.

3.1.6. Correction of Licensee's data that was caused by a Licensed Software program error.

3.2. Billable Service Call

Billable service call will be any service, other than Covered Service, performed by JIA and billed at JIA's current hourly rate, and includes, but is not limited to, the following types of service:

3.2.1. Repair or correction of any Licensee data which is caused by Licensee's error, or Licensee's equipment failure.

3.2.2. Work on any software not sold and licensed to Licensee by JIA.

3.2.3. Licensee shall advise JIA in writing of any modifications made to the Licensed Software. JIA shall not be responsible for maintaining Licensee modified portions of the Licensed Software. Corrections or defects traceable to Licensee's errors or system changes will be billed at JIA's current hourly rate.

3.2.4. Work required for the delivery of an upgrade to the Licensed Software.

3.2.5. Correction to incorrect data resulting from any error that was discovered after the commission period, as configured in the Licensed Software, has been closed. Licensee is responsible to complete an audit of any compensation calculations prior to closing any such commission period.

3.2.6. Time spent researching a reported issue that is determined by JIA to not be an error in the Licensed Software

3.2.7. Repair or correction of any data that results from incorrect data entry on behalf of the Licensee by any employee or agent of Licensee.

3.2.8. Work requested by the Licensee for the creation of new software programs, or the enhancement or customizing, of existing Licensed Software programs.

3.2.9. Changing data at the request of Licensee.

[***] -- Confidential portions of this document denoted by [***] have been redacted and filed separately with the Securities and Exchange Commission

3.2.10. Work required to correct Licensed Software, tables, commission plan components or system settings which has been modified by the Licensee or a third party.

3.2.11. Work required to correct problems which would not have occurred if the current release of the Licensed Software, which had been offered to the Licensee, was being used by Licensee but the Licensee elected not to load it on the system.

3.2.12. Training, consulting, or advising Licensee on matters not covered under Covered Service.

3.2.13. Training, consulting or advising consultants, contractors, or any third parties contracted by Licensee.

3.3. Billable Service Terms and Rates

Billable service will be charged to the Licensee according to the JIA's billable rates in force at the time the service is carried out. All charges for billable service shall be paid by Licensee within thirty (30) days of the invoice date or according to the terms set in the applicable sales order, otherwise within the due date on the invoice. Failure to comply with this shall cause a default of this Agreement. Interest will be charged on the past due balances at an annualized rate of eighteen percent (18%) (1.5% per month) or the maximum allowed by law, whichever is less.

Billable Service Calls performed at Licensee's site or office location will be charged at billable rates in force at the time the service is performed. Each additional hour of service requested by the Licensee in a single day beyond the first eight hours may be billed at a rate equal to one hundred fifty percent (150%) of the normal rate in force at the time. Billable service rates will not increase by more than ten percent (10%) annually while Licensee is not in default of this agreement.

4. **TERM AND TERMINATION:**

This Agreement shall become effective on the Effective Date of this Agreement, and unless sooner terminated as hereinafter provided, shall remain in full force and effect for an initial term of one (1) year from such date, and then automatically renewed each subsequent year unless otherwise terminated by either party by written notice delivered at least thirty (30) days in advance. Automatic renewal shall not occur if Licensee is in default of a material term of the Agreement.

5. **LIMITED REMEDY:**

JIA's entire liability, and Licensee's exclusive remedy, for breach of Section 1.1 with respect to the Covered Services or breach of any other provision in this Agreement, regardless of the form of action, whether in contract or in tort, including negligence, shall be as follows:

5.1. JIA will use commercially reasonable efforts to correct Licensed Software not conforming to JIA's specification and to correct or restore any Licensee data that was damaged or corrupted by any such non-conformity.

5.2. In as much as Licensee shall prepare commission checks or other forms of compensation disbursements using the Licensed Software, Licensee shall accept full responsibility to audit and verify all compensation, earnings, performance, credit and other calculations before releasing any compensation or performance payments, credits or information to any other person or entity. In the event an error is found, whether before or after any such payments, credits or other information is released by Licensee, JIA's exclusive liability shall be to correct the Licensed Software in a timely fashion. If Licensee releases incorrect compensation, earnings, performance, credits or other information to any person, JIA shall not be liable in any form or manner for any of Licensee's losses or damages.

5.3. If, after reasonable efforts, JIA is unable to make the Licensed Software operate in accordance with JIA's specifications, Licensee may terminate this Agreement and recover its actual direct damages, subject to the limitation in Section 5.2 above and in Section 6 below.

5.4. In no event will JIA be liable for damages caused by a Licensee's breach of the Software License Agreement or this Agreement or for any damages caused by Licensed Software that has been modified Licensee, JIA or any other person.

5.5. No action regardless of form, arising out of a claim of a breach of this Schedule may be brought by either Party more than one (1) year after the date of the alleged breach, except that an action for nonpayment will be limited only by the statute of limitations of the State of Washington.

6. **LIMITATION OF LIABILITY:**

IN NO EVENT SHALL (A) JIA BE LIABLE UNDER THIS SCHEDULE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER OR FOR ANY LOST PROFITS, LOSS OF USE OR COST OF CURE; AND (B) JIA'S LIABILITY FOR MONEY DAMAGES, HOWEVER CAUSED, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES EXCEED THE SUPPORT FEES PAID BY LICENSEE UNDER THIS AGREEMENT WITHIN THE [***] PERIOD BEFORE THE DATE LICENSEE NOTIFIED JIA OF THE CLAIM. THESE LIMITATIONS WILL APPLY EVEN IF JIA HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES AND REGARDLESS OF THE LEGAL THEORY OF LIABILITY, WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR ANY OTHER THEORY WHATSOEVER.

7. **GENERAL:**

7.1. Representations of JIA Products and Services

Licensee acknowledges and understands that the following individuals are the only persons at JIA who have the authorization or right to make any commitment, claim, or request regarding any financial matter between JIA and Licensee including, but not limited to, the quotation or estimation of any professional services, or functionality that may or may not be available, or made available, within the Licensed Software:

- Licensee's assigned JIA Project Manager or Account Manager
- Vice President-level personnel
- President & CEO

7.2. Default

It is a default under this Agreement if Licensee breaches any one or more of the covenants, terms or conditions of this Agreement to be paid, performed, or complied with by Licensee.

7.3. Notices

All material notices regarding this Agreement shall be given in writing and shall be personally delivered or sent by postage prepaid mail addressed to the parties at their addresses first mentioned, or at such other addresses as either party may designate to the other by notice as provided in this section. Notices shall be deemed effective upon their deposit with a courier service (such as Federal Express, UPS, DHL or USPS Priority) with next day delivery, properly addressed and postage prepaid.

All notices, requests and demands to or upon the respective Parties shall be in writing to:

To Licensee	To:
LifeVantage Corporation	JIA, Inc.
9815 S. Monroe Street, Suite 100 Sandy, UT 84070	203 SE Park Plaza Dr, Suite 250
	Vancouver, WA 98684
Attn: Bob Cutler	Attn: Accounting Department

7.4. Invalid Provisions

If any provision of this Agreement were invalid or unenforceable, then the remainder of this Agreement shall not be affected thereby.

[***] -- Confidential portions of this document denoted by [***] have been redacted and filed separately with the Securities and Exchange Commission

7.5. Assignment

This Agreement is assignable by JIA upon written notice to Licensee. This Agreement is not assignable by Licensee without written consent of JIA. In the event of assignment, the promises and covenants herein contained shall continue to be binding upon the original parties.

7.6. Entire Agreement

This Agreement supersedes all prior agreements, letters of intent, negotiations, representations and proposals, written or oral, requests for proposals, or previous discussions of the parties. There have been no other promises or inducements, oral or written, given by any party to the other to enter into this Agreement. The parties agree that this Agreement or any term or provision thereof shall not be modified in any manner whatsoever without the written authorization of both parties hereto and signed by both an authorized representative of Licensee and by an authorized representative of JIA. To the extent of any conflict or inconsistency, the Software License Agreement shall supersede and prevail over any term of this Software Service Agreement as to the matters addressed herein. **This Agreement is subject to all terms of the Confidentiality Agreement in Appendix B of the Software License Agreement.**

7.7. Arbitration

If any controversy or dispute arises out of this Agreement, or the breach thereof, the parties will endeavor to settle such dispute amicably. If the parties shall fail to settle any dispute, such dispute shall be finally settled by binding arbitration conducted in Clark County, Washington. All arbitration shall be in accordance with the then existing Commercial Arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof; provided that nothing in this section shall prevent a party from applying to a court of competent jurisdiction to obtain temporary relief pending resolution of the dispute through arbitration. The parties hereby agree that service of any notices in the course of such arbitration at their respective addresses as provided for in this Agreement shall be valid and sufficient. If either party seeks to enforce its rights under this Agreement, the non-prevailing party shall pay all costs and expenses incurred by the prevailing party.

7.8. Attorney Fees

The prevailing party in any arbitration or lawsuit concerning this Agreement or any matter related thereto shall be entitled to any award of reasonable attorney fees and costs from the other, including fees incurred through trial, appeal or in bankrupt proceedings. Attorney fees awarded pursuant to this paragraph shall not be included within the definitions of "Damages" or otherwise limited by paragraph 5.1.3.

7.9. Governing Laws

This Agreement shall be governed by and construed in accordance with the laws of the state of Washington. Jurisdiction and Venue for any dispute regarding this Agreement will be based in Clark County, Washington.

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8. **AUTHORIZED SIGNATURE:**

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement effective as identified below.

Accepted by:	*JIA, Inc.*	*LifeVantage Corporation*
Name : (Please Print)	J. Robert Cavitt	Douglas C. Robinson
Name : (Signature)	/s/ J. Robert Cavitt	/s/ Douglas C. Robinson
Title:	President & CEO	President & CEO
Date:	October 1, 2012	September 28, 2012

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[***] -- Confidential portions of this document denoted by [***] have been redacted and filed separately with the Securities and Exchange Commission

APPENDIX A

JIA closes its offices in observance of national holidays. Following is an example of such occurrences. Note that some national holidays that fall on the weekend, will be observed during the business week and may vary from year to year:

2011

President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving (2 days)
Christmas (2 days)
New Year's Day

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JIA, Inc. Order Form

203 SE Park Plaza Drive, Suite 250
Vancouver, WA USA 98684

LifeVantage Corporation
10813 S. River Front Parkway, Suite 500
South Jordan, UT 84095

Professional Services	Amount
	$[***]

Project Management – [***] Hours Estimated
Includes up to [***] hours for the overall project coordination and weekly status reporting for the standard un-modified implementation of the Licensed Software. *Additional Project Management Service will be identified for any services that are not yet estimated and listed as To Be Determined. These services will be included in any separate quotes provided by Jenkon.*

$[***]

Business Analysis Services – [***] Hours Estimated
Includes up to [***] hours for System Study and Fit Analysis services for the existing LifeVantage operations which will have the intent of identifying:
- Standard System Configuration
- Identification of any Unique Customizations & Modifications to the Software
- System Integration Requirements
- Required Custom Database Fields for Unique Requirements
- Data Conversion Requirements

J6 Software Custom Development Services – To Be Determined   *To Be Determined*
Jenkon shall provide a separate quote for those Professional Services for any custom development identified during the Business Analysis Services.

Data Conversions – To Be Determined   *To Be Determined*
Estimate will be provided upon completion of the Business Analysis phase.

Compensation Plan Set-up – To Be Determined   *To Be Determined*
Jenkon will provide a quote upon receipt of Compensation Plan rules.

System Installation – [***] Hours Estimated $[***]
Includes up to [***] hours for the initial installation of a single Production Account and Training Account of the Licensed Software.

System Configurations – [***] Hours Estimated

Includes up to [***] hours for configuration of j6 standard business rules as defined during the System Study process.

$[***]

Amount

Professional Services - continued

Reporting Configurations – [***] Hours Estimated

Includes up to [***] hours for setup of the following reports
   •   jCoach, Genealogy Viewer, Fully Genealogy Report, Group Status Report and Earnings Report.

$[***]

J6 Integration Consulting & Technical Training Services – [***] Hours

$[***]

Includes up to [***] hours of consulting services on the use of the standard J6 Web Services and APIs for integration with internal and third-party systems. This estimate assumes that LifeVantage will provide the technical services required to integrate their third party systems with j6 for the following categories of data:
   •   Orders & Shipping Details
   •   Commission volume and adjustments
   •   Earnings Disbursement
   •   Account s (Customers, Distributors, etc.)

If required, Jenkon is also available to modify the web services at an additional cost.

Custom Performance Dashboard Configuration – To Be Determined

Jenkon will provide an estimate for custom configuration of the Performance Dashboard.

To Be Determined

Branding Consulting Services – [***] Hours

$[***]

Includes up to [***] hours of consulting services of branding of the Personal Websites and Business Portal. *Does not include Jenkon services for actual branding of the sites*.

User Training – [***] Hours

$[***]

Includes up to [***] hours for User Training of the standard j6 features including:
   •   Commissions Processing & Auditing
   •   Genealogy Management & Customer Service
   •   Order Processing
   •   Inventory and Product Offer Management
   •   Communication Module and Templates
   •   J6 Administration

[***] & SQL Schema Training – [***] Hours

$[***]

Includes up to [***] hours for advanced user training of jPulse and SQL Schema Training.

Onsite Go Live Support – [***] Hours

$[***]

Professional services for Jenkon personnel to be onsite to support the pre and post go-live activities of the j6 custom application.

Training Services may be provided online, on-site or through consulting via conference calls as needed. Method and locations will be identified in project planning with LifeVantage.

Total for Professional Services

$[***]

Note: Costs related to any additional software modifications identified during the Business Analysis and the project implementation described above, Jenkon will provide separate quotations for those Professional Services.

Payment Terms

   •   Deposit of $[***] due upon execution of Software Services Agreement.
   •   All Professional Services identified in this Order Form are estimates. Actual Professional Services and related costs will vary from the estimates herein. All Professional Services will be invoiced monthly based on actual time posted by

[***] -- Confidential portions of this document denoted by [***] have been redacted and filed separately with the Securities and Exchange Commission

Jenkon personnel for services related to this Order Form at the rate of $[***] per hour.

- Final payment will be based on the balance of the total hours required for services less any applicable deposit amounts.

Annual Fee for Software Service Agreement

Payment of $[***] is due annually beginning [***].

Additional Terms & Conditions

Travel Costs	If in the course of providing services travel is required, costs incurred traveling to and from Customer Site will be billed to the Customer. All expenses of economy class airfare (or business class airfare for overseas travel), lodging, ground transportation, telephone expenses, Internet charges and per diem will be invoiced, with pre-paid terms. Travel time while Jenkon employee(s) are in transit is invoiced at $[***]/hr, with a maximum of 8 hours per day.
Software Modifications & Other Professional Services	Unless specified, prices do not include any customizations or modifications to the software. Any additional software customizations and professional services will be performed on an hourly time & material basis by JIA. JIA's current hourly rate, at the time of execution of this Agreement, is $[***]/hour.
Third-party Products	Unless designated as part of this Agreement, the Customer is responsible for any and all third-party products or services including, but not limited to, hardware , operating systems, database, SSL Certificates, accounting software, tax withholding reports, commissions disbursements, tax data, credit card merchant accounts, order fulfillment, shipping and warehouse management. Any third party products provided by Jenkon are not refundable.
Regulatory Fees, Taxes	Customer is responsible for any and all governmental, regulatory, import or export fees, tariffs, duties, and sales taxes, which includes any such fees associated with the past, present or future purchase or delivery of all JIA products and services. Additionally, for any products or services provided to Lessee in the United States jurisdictions of Texas, Washington and California, Lessee may be billed directly by JIA for applicable sales taxes.
Training	Unless specified in this Order Form, training may be provided at the Customer's facilities, or remotely via web or phone conferencing. Customer may request additional time for training beyond the amount identified in this Order Form. Use of the Report Builder requires Customer to obtain training from 3rd party Microsoft partners or online services that specialize in reporting services features. Use of the Report Builder also requires Visual Studio licenses and an internal j6® reporting services environment.
Credit Cards	If accepting Credit Card payments for j6 orders, the Customer has the option to have a Credit Card Merchant Account from an approved services provider to use the existing standard j6 interface with PayPal Payflow Pro Gateway or the ProPay Gateway. Customer may also elect to use a different Merchant Account and Processor for credit card payments which may result in additional software modification costs to the Customer. Customer is responsible for establishing and maintaining the business relationship and agreements with the merchant account providers.
PCI Compliance	JIA has a relationship with ProPay who offers additional data security for PayPal or ProPay credit card payment transactions by providing compliance with Payment Card Industry Data Security Standards (PCI/DSS), via their Protect Pay product. For the purposes of maintaining PCI/DSS compliance with the Application located at JIA's hosting facility, the Lessee is required to establish a Protect Pay account with ProPay, or request Professional Services for the implementation of another PCI-compliant credit card processing solution.
US Sales Tax (if required)	For customers requiring US sales tax rates, the Customer is required to directly contract with CCH for use of their Sales Tax Online, Vertex or Avalara for use of their Avatax product.
Cancellation	Any and all cancelled orders, prior to delivery of the software or service, are subject to a [***] cancellation fee, plus all related expenses in the form of services rendered at the rate of $[***]/hour, travel costs, hotel, car, and per diem. Upon receipt of the Licensed Software or Professional Service, Customer may not cancel any Order Form.

SOFTWARE LICENSE AGREEMENT

The following document constitutes a Software License Agreement (together with its appendices, the "Agreement"), which is entered into as of **September 28, 2012** ("Effective Date") by and between:

JIA, Inc., a corporation organized and existing under the laws of the State of Washington, United States of America, located at **203 SE Park Plaza Drive, Suite 250, Vancouver, Washington, 98684**, hereinafter referred to as "JIA", and

LifeVantage Corporation, a corporation organized and existing under the laws of the State of Utah , located at **9815 S. Monroe Street, Suite 100, Sandy, UT 84070** , hereinafter referred to as "Licensee".

1. DEFINITIONS

"**Affiliate**" means, with respect to either Party, any other person directly or indirectly controlling, controlled by or under common control with that Party. The term "control" means the beneficial ownership of 51% or more of the voting equity securities or other equivalent voting interests of the relevant person together with the power to direct or cause the direction of the management, policies and/or affairs of that person.

"**Confidential Information**" shall have the meaning as specified in the Confidentiality Agreement attached hereto as Appendix B.

"**Licensed Software"** means particular program(s) selected by the Licensee as described in the Software section of the Order Form, represented in Appendix A.

"Operational Entity" LifeVantage Corporation is the business unit that will be utilizing the Licensed Software.

"**User**" means Licensee's employees and independent sales representatives using the Licensed Software.

2. GRANT OF LICENSE

JIA hereby grants and Licensee hereby accepts a nonexclusive, nontransferable license to use the Licensed Software, for use by Licensee, as described on the Order Form as defined in Appendix A in accordance with the terms set forth in this Agreement. JIA reserves all rights not expressly granted to Licensee.

3. LICENSE FEES

Licensee shall pay the fees for the Licensed Software as described on the Order Form. Any late payment according to the terms set forth in the Order Form shall be subject to a late payment charge of one and one half percent (1 1/2%) per month, or the maximum allowed by law, whichever is less, on the past due balance, commencing with the payment's due date. The license fees stated herein are for the Licensed Software only and are exclusive of all taxes, duties, and other governmental charges. The Licensee agrees to pay any and all taxes, duties, and other governmental charges on the Licensed Software however designated or levied.

4. USE RESTRICTIONS

Licensee's right to use the Licensed Software is limited to use by Licensee's employees for Licensee's own internal business

[***] -- Confidential portions of this document denoted by [***] have been redacted and filed separately with the Securities and Exchange Commission

purposes, which shall not compete or conflict with the interest of JIA. This License allows use of the Licensed Software for a single Operational Entity as defined in Section 1. Licensee shall not have the right to sublicense the Licensed Software or to otherwise allow the use of the Software by any other person, including it's affiliates, or third party entity without JIA's prior written consent.

Upon JIA's request, Licensee will immediately provide written disclosure of all users, Affiliates, businesses or other entities accessing the Licensed Software. Licensee agrees to not attempt to exceed in any manner the type or quantity of users allowed to access the Licensed Software defined in the Order Form. Should Licensee require additional users or Affiliates to have access to the Licensed Software, Licensee agrees to contact JIA and satisfy any applicable commercial conditions prior to additional usage.

5. COPY RESTRICTIONS

Licensee shall not: (a) copy the Licensed Software except as required for use as provided in this Agreement and for archival storage to assure against loss, and then only if Licensee reproduces and includes JIA's copyright notice and other proprietary notices on each copy; (b) alter, remove, distort or otherwise disturb any copyright, patent, trademark or other proprietary rights notices on the Licensed Software or any other materials that JIA provides under this Agreement; (c) modify the Licensed Software (notwithstanding Section 6) or any Confidential Information without JIA's prior written consent; or (d) reverse engineer, decompile or disassemble the Licensed Software or any Confidential Information except to the extent applicable law allows Licensee to do so to create interfaces or any other purpose required by law, and then only if Licensee gives JIA prior written notice and the opportunity to submit a proposal to Licensee for any interfaces or other purposes required by law.

6. OWNERSHIP

JIA shall own all changes and/or modifications made by JIA (JIA owned modifications) or Licensee to the Licensed Software. Without limiting the preceding, Licensee, on its own behalf, (a) acknowledges and agrees that JIA shall be considered the author for copyright purposes of all copyrightable material contained in JIA owned modifications and JIA owned materials, and (b) acknowledges JIA's authorship and/or ownership of all intellectual property and proprietary rights with respect to the Licensed Software, including without limitation, all copyright, trademark, patent, service mark, logo, Confidential Information of JIA or trade secret rights, and (c) disclaims any and all such interests. For good and valuable consideration, including the license rights granted to Licensee under this Agreement, Licensee irrevocably assigns to JIA all right, title and interest in and to all changes, modifications and/or enhancements made by or on behalf of Licensee before or after the date of this Agreement, as and when created, including without limitation, all copyrights, patent rights, trademark rights, and trade secret rights therein. Upon Licensee's request, Licensee will execute and deliver to JIA any documentation reasonably requested by JIA to reflect that assignment. Rights granted by JIA to Licensee under this Agreement shall in no manner affect exclusive ownership by JIA of the Licensed Software. JIA shall have the right to retain, obtain, and hold in its own name all copyrights, registrations, and similar protection which may be available with respect to the Licensed Software. Licensee will assist JIA, at JIA's expense, to perfect the ownership of such rights in JIA, and to that end Licensee shall require all employees, independent contractors and consultants to disclose all such JIA owned modifications and JIA owned materials to Licensee and JIA. Licensee shall require those employees and independent contractors either to assign any and all rights therein to JIA, as and when created. Licensee warrants to have executed a written assignment of those rights to JIA and that Licensee will not in any way contest JIA's ownership of those rights. No right, license or other right is granted to Licensee, expressly or by implication, estoppel or otherwise, with respect to any proprietary information or patent, copyright, trade secret or other intellectual property right owned or controlled by JIA except as expressly provided in this Agreement. JIA does not own Licensee's Confidential Information and will either return or destroy it upon termination of this Agreement, upon request. Reverse engineering, decompilation or any other source code derivations of any object code and Confidential Information by Licensee are expressly prohibited

7. TERM AND TERMINATION

The term of Licensee's license under this Agreement shall commence upon the Effective Date and shall remain in force so long as Licensee is not in default under this Agreement. In the event of a breach of Sections 4, 5 or 6 above, or Sections 9, 10, 14, or Confidentiality Agreement below, this Agreement will terminate immediately without notice or an opportunity to cure. In the event that Licensee defaults under any other section of this Agreement and that default is not cured within thirty (30) days following written notice from JIA, Licensee's rights hereunder shall terminate. Upon termination of this Agreement for any

reason, Licensee will (a) delete and destroy or return to JIA the original and all copies of the Licensed Software and not to retain any copies of the Licensed Software; and (b) within 30 days of termination, will certify in writing that Licensee has complied with the terms of this paragraph.

8. WARRANTY DISCLAIMER

Licensee acknowledges and agrees that it has been provided with ample opportunity to evaluate the suitability of the Licensed Software for Licensee's needs. Licensee shall look to the services offered by JIA pursuant to its maintenance program under a separate agreement as the exclusive remedy with respect to any errors in or problems with the Licensed Software. JIA DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE LICENSED SOFTWARE, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL JIA BE LIABLE FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER OR FOR ANY LOST PROFITS, LOST OF USE OR COST OF CURE. JIA'S LIABILITY SHALL IN NO EVENT EXCEED THE LIMITATION OF LIABILITY IDENTIFIED IN THE SOFTWARE SERVICES AGREEMENT EXECUTED BETWEEN THE LICENSEE AND JIA .

9. TRADE SECRETS & CONFIDENTIALITY

Without limiting JIA's intellectual property rights, Licensee acknowledges and agrees, on its own behalf: (a) that the Licensed Software and the source code for the Licensed Software (the "Source Code") are JIA's valuable trade secret; (b) that the Licensed Software is the fundamental product offered by JIA and any unapproved release of the Licensed Software, the Source Code or any of JIA's other Confidential Information will be materially damaging to JIA; (c) that Licensee and the Users will exercise great care to protect the Licensed Software and the Source Code and JIA's other Confidential Information from being viewed or accessed by an unauthorized individual or entity; (d) that Licensee shall keep the Source Code and JIA's other Confidential Information at a location designated that will support Licensee's obligations of Confidentiality; and (e) not to allow anyone but the Users to access or use the Licensed Software, the Source Code or any of JIA's other Confidential Information. Without limiting the preceding, Licensee will ensure that except for Licensee and the Users, none of Licensee's other Affiliates, access or use the Licensed Software, the Source Code or any of JIA's other Confidential Information.

Each Party will promptly inform the other Party of any improper access or breach of its confidentiality obligations, and cooperate in all respects in protecting the disclosing Party's interests in and to Confidential Information. Nothing in this Agreement may be construed to affect the intellectual and proprietary rights of either Party or Licensee in and to its Confidential Information, including as modified by JIA or Licensee with or without permission.

This section, and the Confidentiality Agreement in Appendix B,shall survive the termination of this Agreement for any and all reasons. Upon termination of this Agreement, both Parties agree to return to the other Party all written materials, software, hardware, lists, and other information that contains Confidential Information of the disclosing Party upon request.

10. MODIFICATIONS; SOURCE CODE

Licensee is not authorized to access or alter Source Code of the Licensed Software in any manner unless a source code license to the Licensed Software has been purchased from JIA. If Licensee obtains access to any Source Code, whether from JIA or otherwise, Licensee shall treat that Source Code as Confidential Information constituting a trade secret of JIA, subject to the restrictions set forth in Sections 4, 5, 6, 9 and the Confidentiality Agreement of this Software License Agreement.

If Licensee purchases a Source Code license from JIA, Licensee is not authorized to grant access to the Source Code of the Licensed Software to any consultant, contractor, agent or third-party of any kind unless such access has been authorized by JIA in writing. JIA may, among other factors, condition the grant of access to the Source Code to the proposed recipient's execution and delivery to JIA of a non-disclosure and confidentiality agreement in form and content satisfactory to JIA in its sole discretion. Any breach of these terms will be considered a violation by Customer and Licensee of the conditions set forth in Sections 4, 5, 6 and 9 of this Agreement and the Confidentiality Agreement set forth in Appendix B of this Agreement.

Any modifications made to the Source Code and Licensed Software at the request of Licensee, whether made by JIA, Licensee or an employee, agent or representative of Licensee under the Source Code license, shall be for Licensee's own internal use only, shall be considered part of the Licensed Software, shall be owned by JIA, and shall be subject to the restrictions on the

Source Code and Licensed Software, as applicable, provided for in this Agreement.

11. ACCEPTANCE

JIA shall install the current general release version of Licensed Software on servers accessible to the Licensee. The Licensed Software shall be considered to have been successfully installed and accepted by the Licensee when the Licensee is able to successfully login to the Licensed Software located upon the servers designated by the Licensee. All payments made by Licensee for the Licensed Software under this Agreement are fully earned and non-refundable.

12. INDEMNITY BY JIA

JIA agrees to indemnify Licensee, as limited by this paragraph and paragraph 8 of the Agreement, with respect to any suit, claim or proceeding brought by a third party against Licensee alleging that Licensee's use of the Licensed Software constitutes an infringement of any valid United States patent or copyright. JIA agrees to defend Licensee against any such claims and to pay litigation costs, reasonable attorney's fees, and damages awarded by a court of competent jurisdiction to that third party if, and only if, Licensee promptly gives notice to JIA of any such suit, claim or proceeding, tenders sole control of such suit, claim or proceeding to JIA, and cooperates with JIA in the defense or settlement of such suit, claim or proceeding.

If a claim or allegation is made, or in either Party's judgment is likely to arise, JIA may, at JIA's option:

      (i)   procure for Licensee the right to continue using the Licensed Software;

      (ii)   replace or modify the Licensed Software so that Licensee's use is not subject to any such claim or allegation; or

      (iii)   accept return of the Licensed Software to JIA, and in the event of such return, refund the license fee paid for the Licensed Software, less a discount for Licensee's past beneficial use.

Upon JIA's satisfaction of any of the preceding options, JIA shall have no further liability or obligations arising from any claim of patent or copyright infringement under this Agreement or otherwise.

JIA's indemnity obligations shall not apply to claims to the extent that they arise from any modification or alteration of Licensed Software by anyone other than JIA.

13. KEY FILES

Licensee acknowledges that the Licensed Software may contain Key Files which are a form of disabling code. For the purposes of this section, "disabling code" means computer code which interferes with the normal operation of the Licensed Software in order to prevent unauthorized use of the Licensed Software.

14. GENERAL PROVISIONS

All notices, requests and demands to or upon the respective Parties shall be in writing to:

To Licensee:	To:
LifeVantage Corporation	JIA, Inc.
9815 S. Monroe Street, Suite 100, Sandy, UT 84070	203 SE Park Plaza Dr, Suite 250
	Vancouver, WA 98684
Attn: Bob Cutler	Attn: Accounting Department

Neither Party shall be liable for any failure or delay in its performance under this Agreement, except for payment of invoices, due to causes, including, but not limited to, acts of God, acts of civil or military authority, fires, epidemics, floods, earthquakes,

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riots, wars, sabotage, labor shortages or labor disputes, and governmental actions, which are beyond reasonable control. Any delay incurred as a result of such causes shall extend the term of this Agreement for a period equal to the duration of the cause.

14.1. Announcement

JIA and Licensee may acknowledge, announce, or in similar fashion reveal the existence of their business relationship provided such announcement does not infringe upon either the Confidential Information of the other Party or Licensee or does not provide in any detail the specific rates, terms, and conditions found within this Agreement. Additionally, each Party may place the logo of and a link to the other Party or Licensee on its Web page and tradeshow booth.

14.2. Assignment

This Agreement is assignable by JIA upon written notice to Licensee. This Agreement is not assignable by Licensee without written consent of JIA. In the event of assignment, the promises and covenants herein contained shall continue to be binding upon the original parties.

14.3. Invalid Provisions

If any provision of this Agreement is invalid or unenforceable, then the remainder of this Agreement shall not be affected thereby.

14.4. Entire Agreement; Amendments

This Agreement supersedes all prior agreements, letters of intent, negotiations, representations and proposals, written or oral, requests for proposals, or previous discussions of the Parties. There have been no other promises or inducements, oral or written, given by any Party to the other to enter into this Agreement. The Parties agree that this Agreement or any term or provision thereof shall not be modified in any manner whatsoever without the written authorization of both Parties hereto and signed by both an authorized representative of Licensee and by an authorized representative of JIA.

14.5. Governing Laws

This Agreement shall be governed by and construed in accordance with the laws of the state of Washington. Jurisdiction and Venue for any dispute regarding this Agreement will be based in Clark County, Washington.

14.6. Arbitration

Licensee and JIA agree that any controversy or disputes arising out of this Agreement, or the breach thereof, will be resolved as described in this Section. The Parties will endeavor to settle such dispute amicably. If the Parties, and if applicable, Licensee, shall fail to settle any dispute, such dispute shall be finally settled by binding arbitration conducted in Clark County, Washington. All arbitration shall be in accordance with the then existing Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the competent jurisdiction to obtain temporary relief pending resolution of the dispute through arbitration. The Parties hereby agree that service of any notices in the course of such arbitration at their respective addresses as provided for in this Agreement shall be valid and sufficient. The non-prevailing Party shall pay all costs and expenses incurred by the prevailing Party.

14.7. Attorney Fees

The prevailing Party in any arbitration or lawsuit concerning this Agreement or any matter related thereto shall be entitled to any award of reasonable attorney fees and costs from the other, including fees incurred through trial, appeal or in bankruptcy proceedings.

14.8. Authority

Each individual signing this Agreement warrants that he or she is authorized to, and by his or her signature does intend to, bind the entity or person for which he or she purports to act.

14.9. Equitable Relief

Because Licensee will have access to and become acquainted with Confidential information of JIA, the unauthorized use or disclosure of which would cause irreparable harm and significant injury which may be difficult to ascertain and which may not be compensable by damages alone, each Party agrees that the other Party 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 each Party may have for the other Party's breach of this Agreement.

[***] -- Confidential portions of this document denoted by [***] have been redacted and filed separately with the Securities and Exchange Commission

14.10. Inspection

JIA have the right to inspect, from time to time, the Licensed Software, the Licensed Software database, User profiles, User count or other applicable criteria to ensure compliance to this Agreement at JIA's discretion. JIA shall treat such information as Confidential.

14.11. Hiring of JIA Personnel

JIA has invested significant time and resources in the selection, training, education and development of each JIA employee. Licensee, on its own behalf, acknowledges and agrees that significant harm and damage would result to JIA in the event JIA's employee was to terminate employment with JIA to work for Licensee, whether as an employee or as an independent contractor.

14.11.1. Licensee will not directly or indirectly through any other person enter into any discussion about employment, engagement or compensation in any form whatsoever, or the possibility of the same including offers of employment, engagement, compensation, or other arrangements of forming a business relationship directly with any employee of JIA unless express written permission has been granted by JIA in advance. The Parties hereto do hereby acknowledge that JIA would suffer significant damage in the event that an employee of JIA were to become employed in any way by Licensee within [***] of the employees termination from JIA.

14.11.2. The Parties further agree that it would be difficult to ascertain with any degree of certainty the amount of damages which would be sustained by JIA. In light of the foregoing, the Parties hereto do hereby agree that in the event an employee of JIA does become so employed by Licensee within the time period set forth herein, Licensee shall pay to JIA as liquidated damages, and not as a penalty, an amount equal to [***] of the employee's last salary at JIA, which sum shall be compensation to JIA for the inconvenience, disruption, recruitment, training, education and development of the replacement employee. Licensee shall pay that amount to JIA within thirty (30) days of the date on which the former employee of JIA commences work or services with or for Licensee.

14.12. Severability

If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be void, invalid, or unenforceable, that provision of the Agreement shall be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect.

14.13. Survival

The provisions set forth in the following Sections and Subsections of this Agreement will survive after termination or expiration of this Agreement and will remain in effect until fulfilled: "Use Restrictions", "Copy Restrictions", "Ownership", "Warranty Disclaimer", "Trade Secrets & Confidentiality", "Modifications; Source Code" and "General Provisions".

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[***] -- Confidential portions of this document denoted by [***] have been redacted and filed separately with the Securities and Exchange Commission

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement effective as identified below.

Accepted by:	*JIA, Inc.*	*LifeVantage Corporation*
Name : **(Please Print)**	J. Robert Cavitt	Douglas C. Robinson
Name : **(Signature)**	/s/ J. Robert Cavitt	/s/ Douglas C. Robinson
Title:	President & CEO	President & CEO
Date:	October 1, 2012	September 28, 2012

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JIA, Inc. Order Form

203 SE Park Plaza Drive, Suite 250

Vancouver, WA USA 98684

Date: September 28, 2012

LifeVantage Corporation

10813 S. River Front Parkway, Suite 500
South Jordan, UT 84095

Licensed Software	**Amount (USD)**

j6® System License Fee

[***]

License allows for:

- A single Production copy of the software
- Unlimited number of Users may use the Licensed Software
- Unlimited number of Countries may be configured within the single Production copy of the Licensed Software
- **License for use by the direct selling operations of LifeVantage Corporation**

$[***].00
([***].00)
$[***].00

Employee Portal v7.5 or greater

Major Standard Features Include:

Plan Builder:

- ¤ Supports multiple, concurrent compensation & incentive plans & [***]
- ¤ Graphical User Interface To Create Compensation Plans, Contests/Promotion Plans, & Reporting Metrics (Key Operating Indicators)
  - Define each Plan's rules for Qualifications
  - Define each Plan's rules for Earnings or Point calculations
  - Control Plan Parameters (percentages, fixed payouts or values)
  - [***]
  - [***]
- ¤ Copy Existing Plans
- ¤ Add New Plans And [***]
  - View Historical Plan Rules
- ¤ Automatically archives the Genealogy and Transactions for each plan and period

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Major Standard Features continued:

Earnings Module:
- Multiple Titles & Title Groups
    - Allows organizing of titles and ranks within specific categories (groups) defined by the user.
- Define Earning Categories for auditing and analysis reporting
- Multiple Volume Types
    - Track, count or calculate different transaction types or events (i.e. orders, sales by SKU, enrollment activity, customers, event registrations) that are transmitted into the j6 database
- Multiple Calendars/Periods for different Plans
- Manage [***] Types and [***] Rules (i.e. [***], Etc.)
- Manage Multiple Account Classes Which Categorize Account Types (i.e. Retail, Distributor, Preferred Customer, Lead, Etc.)
- Manage the sponsoring rules by Account Classes

Multi-Plan Processor:
- Can provide [***] Qualifications status
- Generates Plan Results and Audit reporting
    - Includes standard Earnings Summary Report, Audit Detail Report, Qualifications Inquiry, Earnings Report, Downline Earnings Report and Commission Statement
- Exemption Management
- Earnings Adjustments
- Volume Adjustments
- Custom Plan Settings
- Processing Workbench - Graphical Administrative Page
    - 'At-a-glance' view of processing status for every production and model plan
    - Easy-to-use, icon-based plan processing

Genealogy Management & Customer Service
- Add New Account, Inquiry and Edit
- Contact Management & Inquiry by Account & Employee
- Sponsor and Title Management
- Account Status Management
    - Terminate, Class Change And Reinstate With Or Without Downline
- First Level Change Inquiry
- Web Profile Management
- Graphical Genealogy
- Tree View Genealogy
- Performance [***]
- [***]Viewing the Distributor view of the [***] page within the Employee Portal.

[***] -- Confidential portions of this document denoted by [***] have been redacted and filed separately with the Securities and Exchange Commission

Sales Order Management:
- **Order Entry**
- Product 'fast entry' and 'browse' options in Employee and Distributor Portals
- Browse / Add to Cart in PWS
- Support for pending orders
- **Multiple Order Types**
- Distributor, Customer, Preferred Customer
- Redemption
- Autoship
- Event/Party
- **Inventory Setup**
- Define SKU information
- Warehouse location
- Stock Master (assign inventory to warehouses, define starting quantities)
  - Optionally, track Starting Qty, Reserved Qty, Available Qty in j6
- Optionally, import quantities from 3rd party WMS (requires integration)

- **Product Information Setup**
- Single product assigned to one or more countries
- Optionally, separate products per country
- Support for Individual, Pack, and Service type products
- Support for multiple price types ([***])
- Support for multiple volumes ([***])
- Support for Cart Views and Product Content (browsing)
- Support for Product Categories (browsing)

Database & Change Auditing
Systems Integration Tool Kit (API & Web Services Suite)
Communication Module
- Message Trigger Setup
  - Allows users to create Triggers from the [***] and [***] flows such as [***], and [***]
  - Users can identify method of delivery ([***], and/or [***]).
- Supports Templates for [***] and [***]
  - Email Templates requires integration with SMTP email Server provided by Customer
  - SMS Templates uses associated carrier email address
  - Web Alerts are viewed in the j6 Distributor Portal Web Alerts are viewed in the j6 Distributor Portal which requires a separate Software License purchase.

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Administration
- ¤ Audit Inquiry
- ¤ Genealogy Viewer Filter and Highlight Management
- ¤ Menu Administration
- ¤ Content Resource Management for Language Translation Administration

j6 Distributor Portal - v7.5 or greater
Major Standard Features Include:
- ¤ [***] Performance Success Tracker
- ¤ Business Alerts & Tasks
- ¤ Graphical Genealogy
  - • Highlights & Filters
  - • Save to List
  - • Export to Excel
- ¤ Tree View Genealogy Query
- ¤ Additional Downline Reports
  - • Group Status Report
  - • Full Genealogy Report
- ¤ Commission Earnings Report
  - • With drill down into detail
- ¤ Downline Earnings Report
- ¤ My Profile Manager
  - • Account Information
  - • Banking (ACH) Account Management
  - • Web Profile
    - ¤ Theme select
    - ¤ URL Select
    - ¤ My Story
    - ¤ My Image
- ¤ Online Enrollment
  - • Supports [***] Enrollment process
    - ☐ Customer
    - ☐ Preferred Customer
    - ☐ Distributor
    - ☐ Other
- ¤ Performance Dashboard
- ¤ Distributor Order Entry
  - • Customer Orders
  - • Supply Orders
  - • Redemption/Loyalty/Reward orders
  - • Sales Order Incentives
  - • Autoship Orders
  - • PCI Compliant
- ¤ Event Orders
  - • Hostess Management
  - • Guest List Manager
  - • Invitations & Reminders
  - • Updated by Hostess Portal
  - • Hostess reward calculation and validation against hostess reward rules
  - • Email Blaster and List Builder

j6 Personal Website - v7.5 or greater

Major Standard Features Include:

- Multi - Theme Support
  - Provide themes based on Product Ranges, Opportunity, Party/Hostess, etc.
- Multi - Language Support
- Multi - Country & Currency Support
- Retail Shopping Cart
  - Retail Sales Order Incentives
  - Product Browsing and Details
  - PCI Compliant
- Retail Account Login
  - Account Profile Management
  - Order Status and History
  - Autoship Order Setup & Management
  - Redeem Loyalty Rewards
  - Upcoming Events (Hostess Portal)
- Online Enrollment with Kit Order
  - Distributor, Retail and Preferred Customer Enrollment
  - Add Product to Kit Order

- ¤ Hostess Portal
  - Guest List Manager
  - Invitations & Reminders
  - Guest RSVP Updates (from invitations)
  - Non-attending Guest Orders (e-Order) added to Event/Party totals
  - Hostess Coaching Content
- ¤ Content Management Tool
- ¤ Menu Administration Tool
- ¤ Manage menu and Page Content Type

Software License Fee Total	**$[***].00**

Payment Terms

- $[***].00 due upon execution of Software License Agreement.
- $[***].00 due upon initial installation of the standard Licensed Software at Jenkon's hosting facility or at a location designated by LifeVantage under the terms of this Agreement, whichever is sooner.
- $[***].00 due [***] days after installation of the standard j6 software.

Additional Terms & Conditions

Travel Costs	If in the course of providing services travel is required, costs incurred traveling to and from Customer Site will be billed to the Customer. All expenses of economy class airfare (or business class airfare for overseas travel), lodging, ground transportation, telephone expenses, Internet charges and per diem will be invoiced, with pre-paid terms. Travel time while Jenkon employee(s) are in transit is invoiced at $[***]/hr, with a maximum of 8 hours per day.

Software Modifications & Other Professional Services	Unless specified, prices do not include any customizations or modifications to the software. Any additional software customizations and professional services will be performed on an hourly time & material basis by JIA. JIA's current hourly rate, at the time of execution of this Agreement, is $[***]/hour.
Third-party Products	Unless designated as part of this Agreement, the Customer is responsible for any and all third-party products or services including, but not limited to, hardware , operating systems, database, SSL Certificates, accounting software, tax withholding reports, commissions disbursements, tax data, credit card merchant accounts, order fulfillment, shipping and warehouse management. Any third party products provided by Jenkon are not refundable.
Regulatory Fees, Taxes	Customer is responsible for any and all governmental, regulatory, import or export fees, tariffs, duties, and sales taxes, which includes any such fees associated with the past, present or future purchase or delivery of all JIA products and services. Additionally, for any products or services provided to Lessee in the United States jurisdictions of Texas, Washington and California, Lessee may be billed directly by JIA for applicable sales taxes.
Training	Unless specified in this Order Form, training may be provided at the Customer's facilities, or remotely via web or phone conferencing. Customer may request additional time for training beyond the amount identified in this Order Form. Use of the Report Builder requires Customer to obtain training from 3rd party Microsoft partners or online services that specialize in reporting services features. Use of the Report Builder also requires Visual Studio licenses and an internal j6® reporting services environment.
Credit Cards	If accepting Credit Card payments for j6 orders, the Customer has the option to have a Credit Card Merchant Account from an approved services provider to use the existing standard j6 interface with PayPal Payflow Pro Gateway or the ProPay Gateway. Customer may also elect to use a different Merchant Account and Processor for credit card payments which may result in additional software modification costs to the Customer. Customer is responsible for establishing and maintaining the business relationship and agreements with the merchant account providers.
PCI Compliance	JIA has a relationship with ProPay who offers additional data security for PayPal or ProPay credit card payment transactions by providing compliance with Payment Card Industry Data Security Standards (PCI/DSS), via their Protect Pay product. For the purposes of maintaining PCI/DSS compliance with the Application located at JIA's hosting facility, the Lessee is required to establish a Protect Pay account with ProPay, or request Professional Services for the implementation of another PCI-compliant credit card processing solution.
US Sales Tax (if required)	For customers requiring US sales tax rates, the Customer is required to directly contract with CCH for use of their Sales Tax Online, Vertex or Avalara for use of their Avatax product.
Cancellation	Any and all cancelled orders, prior to delivery of the software or service, are subject to a [***] cancellation fee, plus all related expenses in the form of services rendered at the rate of $[***]/hour, travel costs, hotel, car, and per diem. Upon receipt of the Licensed Software or Professional Service, Customer may not cancel any Order Form.

APPENDIX B

Confidentiality Agreement

1. **<u>Definition</u>**. For the purposes of this Agreement, "Confidential Information" means proprietary information belonging to either Party, including systems, technology, processes, project descriptions, specifications, drawings, business plans, sales & marketing information, prices, technical data, trade secrets, pending trademark and patent applications, computer software, training curriculum, current and prospective clients and customers and financial and accounting information, the source code for the Licensed Software, documentation, technical specifications or information regarding the Licensed Software and any object code, data, fonts and/or technology, financial terms or information communicated by either Party to the other in furtherance of this Agreement not generally known to the public.

2. **<u>Identification of Confidential Information</u>**. Neither Party shall have an obligation to specifically identify any information as to which the protection of this Agreement is desired by any notice or other action, and each Party agrees that all information described in Section 1 disclosed by the other Party shall be deemed to be Confidential Information covered by this Agreement.

3. **<u>Protection</u>.** Unless written consent is otherwise granted by the disclosing Party, release of, access to, or use of Confidential Information disclosed by either Party shall be restricted to those employees and officers of the receiving Party or their respective affiliates who have a need to know the Confidential Information and only for purposes furthering and consistent with the terms of the Software License Agreement. The Parties shall use the same degree of care to protect the confidentiality of the Confidential Information disclosed to each of them as they use to protect their own Confidential Information and will not disclose or use the Confidential Information other than in conjunction with the terms of the Software License Agreement.

4. **<u>Exceptions</u>.** The obligations imposed under paragraph 3, above, shall not apply to Confidential Information:

    a. Which becomes generally available to the public through no wrongful act of the receiving Party;

    b. Which is already lawfully in the possession of the receiving Party and not subject to an existing agreement of confidentiality between the Parties;

    c. Which is received from a third Party without restriction and without breach of this Agreement or other confidentiality agreement between the third Party and the disclosing Party;

    d. Which was independently developed by the receiving Party; or

    e. To the extent necessary to release such Confidential Information in order to comply with applicable law. In the event that the receiving Party is legally requested or required (by oral questions, interrogatories, requests for information and documents, subpoena, or similar process or, in the opinion of counsel for such Party, by other statutes, regulations or laws), to disclose any Confidential Information, the receiving Party shall promptly notify the disclosing Party of such request or requirement so that the disclosing Party will have adequate opportunity to seek an appropriate protective order and monitor compliance with the terms of this Agreement. Failure of either Party to promptly notify the other Party of such request or requirements will constitute a breach of this Agreement.

5. **<u>Limitations</u>.** The original and all copies of all or any part of written Confidential Information that is disclosed under this Agreement shall be returned by the receiving Party upon written request by the disclosing Party,. Upon receipt of returned Confidential Information, disclosing Party shall execute an itemized receipt if so requested by the receiving Party.

6. **<u>Obligations</u>.** No disclosure of Confidential Information and no obligation hereunder shall be construed to obligate any of the Parties to enter into any further agreement or negotiation with or make any further disclosure to the other Party hereto.

7. **<u>Remedies</u>.** In the event of a breach of any of the foregoing provisions, the Parties agree that the harm suffered by the injured Party would not be compensable only by monetary damages and, accordingly, that the injured Party shall be

entitled to an injunction against such breach in addition to any other available legal or equitable remedies.

8. **Term.** This Agreement shall terminate upon the termination or expiration of the Software License Agreement being entered into by the Parties concurrently with this Agreement. Notwithstanding the termination of this Agreement, the Parties obligations regarding the confidentiality of disclosed Confidential Information shall continue as set forth in paragraph 3, above.

9. **Entire Agreement.** This Agreement and Section 9 of the Software License Agreement constitutes the entire agreement and understanding between the Parties with respect to confidentiality of the Confidential Information and it supersedes any and all prior or contemporaneous oral or written understandings or agreements relating thereto. No agent, employee or representative of any Party has any authority to bind such Party to any affirmation, representation or warranty; and, unless such is specifically included within this Agreement, it shall not be enforceable by another Party hereto.

10. **Notices.** Any notices required by this Agreement shall be in writing and shall be given by hand or sent by first class mail to the applicable address noted below:

LifeVantage Corporation	JIA, Inc.
9815 S. Monroe Street, Suite 100 Sandy, UT 84070	203 SE Park Plaza Dr, Suite 250
	Vancouver, WA 98684
Attn: Bob Cutler	Attn: Accounting Department

11. **Governing Law**. This Agreement is to be governed by the laws of Washington and the Parties hereby consent to the jurisdiction of the courts sitting in Clark County, Washington to adjudicate all disputes arising hereunder.

12. **Arbitration.** BY AGREEING TO RESOLVE FUTURE DISPUTES IN ARBITRATION, THE PARTIES ARE WAIVING THEIR RIGHT TO LITIGATE IN COURT, INCLUDING THEIR RIGHT TO A JURY TRIAL. Any claim or controversy between or among the Parties shall be resolved by binding arbitration in Vancouver, Washington, in accordance with the applicable arbitration rules of the American Arbitration Association. The arbitrator(s) shall award recovery of all attorneys' fees and costs, arbitration administration fees and costs, and arbitrator(s)' fees. Judgment on the arbitrator(s)' award may be entered in any court having jurisdiction thereof. This Section does not limit the right of any Party to exercise the remedies provided in Section 7.

13. **Authority.** Each individual signing this Agreement warrants that he or she is authorized to, and by his or her signature does intend to, bind the entity or person for which he or she purports to act.

Accepted by:	*JIA, Inc.*	*LifeVantage Corporation*
Name : **(Please Print)**	J. Robert Cavitt	Douglas C. Robinson
Name : **(Signature)**	/s/ J. Robert Cavitt	/s/ Douglas C. Robinson
Title:	President & CEO	President & CEO
Date:	October 1, 2012	September 28, 2012

[***] -- Confidential portions of this document denoted by [***] have been redacted and filed separately with the Securities and Exchange Commission

Exhibit 31.1

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER

I, Douglas C. Robinson, certify that:

1. I have reviewed this Amendment to Quarterly Report on Form 10-Q/A of LifeVantage Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 24, 2013

/s/ *Douglas C. Robinson*

Douglas C. Robinson

President and Chief Executive Officer

(Principal Executive Officer)

Exhibit 31.2

CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER

I, David S. Colbert, certify that:

1. I have reviewed this Amendment to Quarterly Report on Form 10-Q/A of LifeVantage Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 24, 2013

/s/ *David S. Colbert*

David S. Colbert
Chief Financial Officer
(Principal Financial Officer)