

MediaLab Service Terms and Conditions

These MediaLab Service Terms and Conditions ("T&Cs") govern the relationship between MediaLab and Customer, MediaLab's provision of Services (defined below) to Customer and Customer's access to and use of the Services. "Customer" means, in the case of an individual accepting these T&Cs on his or her behalf, such individual, or in the case of an individual accepting these T&Cs on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting these T&Cs, along with any Affiliate of such company or entity that is named in Order Form(s) or whose laboratory site(s) or Authorized Users are included within the scope of the site-based or Authorized user-based licensing limitations set forth in the Order Form(s) or otherwise use the Services (Customer is also referred to in these T&C's as "you" and "your"). "Affiliate" means an entity that directly or indirectly controls (i.e., "control" means the power to direct, or cause the direction of, the management and policies of a company or legal entity, whether through the ownership of voting securities, by contract or otherwise), is controlled by, or is under common control with the subject company or legal entity. "MediaLab" means MediaLab Solutions, LLC (also referred to in these T&Cs as "we").

BY CHECKING AND/OR CLICKING ON A BOX AND/OR BUTTON THAT INDICATES ACCEPTANCE OR BY EXECUTING, PAYING ANY FEES SET FORTH IN, OR USING ANY SERVICES SET FORTH IN, AN ORDER FORM (DEFINED BELOW) THAT REFERENCES THESE T&Cs, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE T&Cs; (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ACCEPT THESE T&Cs AND, IF ACCEPTING THESE T&Cs FOR AN ORGANIZATION, THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ORGANIZATION AND ITS AFFILIATES (AND YOU AGREE THAT ALL REFERENCES IN THESE T&Cs TO "CUSTOMER", "YOU" OR "YOUR" INCLUDE SUCH ORGANIZATION AND ITS AFFILIATES); AND (C) ACCEPT THESE T&Cs AND AGREE THAT YOU ARE LEGALLY BOUND BY THEIR TERMS. IF YOU DO NOT HAVE AUTHORITY TO ACCEPT THESE T&Cs OR DO NOT AGREE TO THEIR TERMS, YOU MUST NOT ACCEPT THESE T&Cs AND MAY NOT USE THE SERVICES.

- 1. Services:** Subject to and conditioned on Customer's payment of the fees set forth in one or more order forms or online orders specifying the Services (defined below) to be provided hereunder that is entered into between MediaLab and Customer, including any addenda and supplements thereto (collectively, the "Order Forms" and each, individually, an "Order Form"), and compliance with the terms and conditions of these T&Cs and the applicable Order Form(s), MediaLab hereby grants Customer a non-exclusive, non-transferable right to internally access and use the services further described in MediaLab's online Service Descriptions, available at <https://www.medialab.com/service-descriptions>, that are set forth in the applicable Order Form(s) (collectively, the "Services" and each, individually, a "Service") during the respective Initial Terms and any Renewal Terms of such Order Form(s), as defined therein, solely for use by Customer and Customer's human individual employees, contractors and agents who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to these T&Cs and the applicable Order Form(s) and for whom access to the Services has been purchased under the applicable Order Form(s) (collectively, "Authorized Users"), in accordance with the terms and conditions of these T&Cs and the applicable Order Form(s). For purposes of clarification, the Services will not include any services that are not expressly set forth in the Order Form(s), with the exception of the Sandbox if provided to Customer by MediaLab, as noted in the "Use or Access to Sandbox Environment" paragraph below. The Services are subject to the site-based and Authorized User-based licensing limitations set forth in the Order Form(s), in accordance with the terms and conditions of these T&Cs and the applicable Order Form(s).

- 2. Fees:** Customer shall pay MediaLab the fees ("Fees") as set forth in each Order Form between Customer and MediaLab by the due dates identified in each Order Form.
- a. For the purpose of this Section, "Site" shall be defined as: a distinct, physical location where laboratory testing, specimen collection, diagnostic services, or regulated quality workflows are performed or managed. A location is considered a separate Site if any one or more of the following conditions applies:
 - i. It operates at a unique physical street address or campus location;
 - ii. It holds its own CLIA certificate, accreditation number, or other regulatory identifier (where applicable);
 - iii. It maintains separate laboratory, clinical, or quality leadership oversight;
 - iv. It performs independent testing, specimen collection, diagnostic workflows, or reporting;
 - v. It undergoes separate inspection, audit, accreditation, or regulatory review processes.For clarity, this includes, but is not limited to, hospital laboratories, reference laboratories, clinic laboratories, physician office laboratories, free-standing emergency departments, patient service centers (PSCs), specimen collection sites, and other satellite or ancillary testing locations. Grouping multiple physical facilities under a single organizational "division," service line, or administrative structure does not constitute a single Site if any of the above conditions are met. Multiple departments or specialties within the same physical facility operating under the same regulatory certificate and address are considered a single Site.
 - b. If Customer exceeds the site-based and/or Authorized User-based licensing limitations set forth in any Order Form, MediaLab may prepare an additional Order Form, with retroactive and prospective Fees as necessary, to cover retroactive and prospective use of the Services, as applicable, with respect to such excess sites or Authorized Users of Customer, and MediaLab may suspend Customer's and its Authorized Users' access to any portion or all of the Services MediaLab provides to Customer until such additional Order Form is accepted and the applicable Fees are paid by Customer.
 - c. The number of Site or User subscriptions, as applicable, cannot be decreased during the relevant subscription Term.
 - d. If Customer fails to make any payment when due, without limiting MediaLab's other rights and remedies, MediaLab may suspend Customer's and its Authorized Users' access to any portion or all of the Services MediaLab provides to Customer until such amounts are paid in full.
 - e. All Fees and other amounts payable by Customer under these T&Cs and the Order Form(s) between Customer and MediaLab are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on MediaLab's income.
- 3. Implementation:** MediaLab's Services are subscription-accessed, off-the-shelf cloud-based Software-as-a-Service (SaaS). You are responsible for implementation of MediaLab's Services, including but not limited to adding Authorized Users, configuring groups and permissions, uploading files/documents, creating assignments, and creating custom courses. You are responsible for providing Internet access to your Authorized Users (including but not limited to Internet provider, hardware, and software). MediaLab shall provide Customer with technical support for questions regarding implementation as provided herein.

- 4. Service Term:** The specific Services set forth in each Order Form between Customer and MediaLab will be provided for Initial Terms identified in the each Order Form under "Initial Term" or a similar heading, beginning on the effective date or services start date set forth in the Order Form, as may be adjusted by MediaLab pursuant to the terms of the Order Form. Each Order Form, along with the specific Services set forth therein, shall then automatically renew for additional successive Renewal Terms set forth in the Order Form under "Renewal Term" or a similar heading unless (i) either party provides the other party with written notice of nonrenewal of such Order Form, or written notice of nonrenewal of specific Services set forth in such Order Form, pursuant to the terms of such Order Form or (ii) a replacement Order Form is duly offered and accepted in accordance with these T&Cs, in which case the Services set forth in such replacement Order Form will be provided for Initial Terms and Renewal Terms set forth in the replacement Order Form.
- 5. Support:** MediaLab provides implementation assistance and ongoing technical support for subscribers by toll-free phone number and e-mail. Support is available Monday through Friday, 10AM to 5:30PM ET, excluding federal holidays. MediaLab will use commercially reasonable efforts to respond to all support voicemails and e-mails within one (1) business day. MediaLab does not provide on-site support.
- 6. Electronic Communications:** You agree that MediaLab may, at its discretion, review, but is not obligated to review, Customer and Authorized User information and activity within MediaLab systems and resources provided in connection with the Services for purposes of monitoring the performance of MediaLab systems and resources as well as your, and your Authorized Users', compliance with these T&Cs and the associated Order Form(s). You agree that Customer will not, and will ensure that its Authorized Users will not, (a) use the Services for any purpose that is unlawful, abusive, harassing, libelous, defamatory, obscene, or threatening; or (b) upload, post, reproduce, or distribute any information, software, images, or other material that is protected by copyright or any other intellectual property rights (including rights of publicity and privacy), without written permission of the intellectual property rights holder. You agree that you are solely responsible for any violation of intellectual property rights or applicable law in connection with any material not provided by MediaLab that you or your Authorized Users submit to, or use in connection with, the Services.
- 7. Confidentiality:** From time to time, either party may disclose or make available to the other party information about its business affairs, products (including without limitation software interfaces, object code, images, text and videos), confidential intellectual property, trade secrets, third-party confidential information, confidential software related materials and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party at the time of disclosure; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party. The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees, independent contractors, attorneys and advisors who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder. In particular, and not by way of limiting the non-disclosure requirements of this paragraph, Customer may not disclose any MediaLab Confidential information on the Internet or any publicly-accessible forum. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party, if legally permitted.

8. HIPAA; Maintenance of PHI; Use of MediaLab Services: If MediaLab acts as a "business associate" of Customer in providing the Services, for purposes of the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Subtitle D of the Health Information Technology for Economic and Clinical Health Act and the regulations promulgated pursuant to the foregoing laws (collectively, "HIPAA"), Customer will in an Order Form opt into MediaLab's HIPAA Business Associate Agreement ("BAA"), available at <https://www.medialab.com/business-associate-agreement>. Customer acknowledges and agrees to, and will ensure that its Authorized Users comply with, the following: (i) Customer is permitted to input and maintain limited quantities of HIPAA protected health information ("PHI") using MediaLab's IQE (Intelligent Quality Engine) (for purposes of laboratory non-conforming event documentation and management processes) solution and using MediaLab's Compass (using specific patient examples for competency assessment) and Inspection Proof (clinical inspections may involve some PHI) solutions, but Customer will enter into a BAA with MediaLab prior to inputting or maintaining any PHI using IQE, Compass or Inspection Proof; (ii) all other products, services, modules and solutions provided by MediaLab are not intended for maintenance of any PHI, and Customer will not input or maintain any PHI using any MediaLab product, service, module or solution other than IQE, Compass and Inspection Proof; and (iii) Customer agrees not to use any MediaLab product, service, module or solution in any manner other than as expressly contemplated in these T&Cs and any product or service-specific documentation provided to Customer by MediaLab (e.g., no MediaLab product, service, module or solution is intended to be used as or in a manner similar to an electronic or personal health or medical record).

9. MediaLab's Proprietary Rights; Use Restrictions:

- a. Customer acknowledges that our Services contain proprietary copyrighted software code and proprietary interfaces. Customer acknowledges that, as between Customer and MediaLab, MediaLab owns all right, title, and interest, including all intellectual property rights, in and to the MediaLab IP. "MediaLab IP" means the Services and any and all intellectual property and proprietary materials provided to Customer or any Authorized User in connection with the Services. For the avoidance of doubt, MediaLab IP includes Aggregated Statistics (defined below) and any information, data, or other content derived from MediaLab's monitoring of Customer's access to or use of the Services, but does not include Customer Data (defined below).
- b. Customer is responsible and liable for all uses of the Services resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of these T&Cs. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of these T&Cs if taken by Customer will be deemed a breach of these T&Cs by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of the provisions of these T&Cs as applicable to such Authorized Users' use of the Services, and shall cause Authorized Users to comply with such provisions.
- c. Customer shall not use, and shall not permit its Authorized Users to use, the Services for any purposes beyond the scope of the access granted in these T&Cs. Customer shall not at any time, and shall not permit any Authorized Users to, directly or indirectly: (i) copy, modify, or create derivative works of the MediaLab IP, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the MediaLab IP; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive

or gain access to any software component of the MediaLab IP, in whole or in part; (iv) bypass or breach any security device or protection used by the MediaLab IP or access the MediaLab IP other than by an Authorized User through the use of his or her own then valid access credentials; (v) input, upload, transmit or otherwise provide to or through the Services any information or materials that are unlawful or injurious or contain, transmit or activate any Harmful Code; (vi) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the MediaLab IP or MediaLab's provision of Services, in whole or in part; (vii) remove, delete, alter or obscure any intellectual property or proprietary rights notices, specifications, documentation, warranties or disclaimers from the MediaLab IP; (viii) access or use the MediaLab IP in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (ix) access or use the MediaLab IP for purposes of competitive analysis of the MediaLab IP, the development, provision or use of a competing software service or product or any other purpose that is to the MediaLab's detriment or commercial disadvantage; or (x) perform, run or disclose any security, benchmark or performance testing of the Services or associated infrastructure including without limitation network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, penetration testing, code scanning, use of automated scripts or any other test or procedure not authorized by MediaLab. "Harmful Code" means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other harmful computer code, the purpose or effect of which is to (i) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (a) computer, software, firmware, hardware, system, or network; or (b) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby; or (ii) prevent Customer or any Authorized User from accessing or using the MediaLab IP as intended by these T&Cs.

- d. Customer shall not, and shall not permit its Authorized Users to, share access credentials or use one access credential for multiple users.
- e. MediaLab reserves all rights not expressly granted to Customer in these T&Cs. Except for the limited rights and licenses expressly granted under these T&Cs, nothing in these T&Cs grant, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the MediaLab IP.

10. Customer Data; Aggregated Statistics:

- a. MediaLab acknowledges that, as between MediaLab and Customer, and with the exception of the Aggregated Statistics, Customer owns all right, title, and interest, including all intellectual property rights, in and to the information, data, and other content, in any form or medium, that is owned by Customer and inputted or submitted into the Services by Customer or an Authorized User of Customer ("Customer Data"). Customer hereby grants to MediaLab a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for MediaLab to provide the Services to Customer.
- b. Notwithstanding anything to the contrary in these T&Cs or the applicable Order Form(s), MediaLab may monitor Customer's use of the Services and collect and compile data and information related to Customer's use of the Services that is used by MediaLab in an aggregate and anonymized manner, including without limitation to compile statistical and performance

information related to the Services ("Aggregated Statistics"). As between MediaLab and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by MediaLab. Customer acknowledges that MediaLab may compile Aggregated Statistics based on Customer Data input into the Services.

11. Use or Access to Sandbox Environment: MediaLab may, in its sole and absolute discretion, grant Customer and a limited, prescribed number of its Authorized Users access to MediaLab's non-production information technology environment known as the "Sandbox" for purposes of experimentation with application workflows, configuration, set-up changes and feature previews outside of the Customer production environment. Customer acknowledges and agrees that (i) the Sandbox is not intended for computer system or software validation; (ii) that the code and functionalities within the Sandbox may not match those within MediaLab's other Services intended for a live, production environment; and (iii) agrees that no Customer data may ever be moved between the Sandbox and Customer's production environment. Customer acknowledges and agrees that Customer's and its Authorized Users' access to and use of the Sandbox shall be deemed a part of the Services for all purposes under these T&Cs except as otherwise expressly stated in these T&Cs. MediaLab may terminate Customer's and its Authorized Users' access to and use of the Sandbox at any time and for any or no reason upon written notice to Customer.

12. Use of AI Features: MediaLab may grant Customer and its Authorized Users access to certain AI Features. "AI Features" include any application features or applications available in the Services accessed by Customer that are based on artificial intelligence, machine learning, or similar technologies. "Input" means any information that is provided by Customer to be processed by AI Features, or a request for processing made by Customer. "Output" means results, answers or content generated and returned by AI Features based on Input.

AI Features are disabled by default and will only be available if enabled by Customer and made available to its Authorized Users in Customer's sole discretion. Customer acknowledges and agrees that, if Customer uses the AI Features, the AI Features shall be deemed a part of the Services for all purposes under these T&Cs, except as otherwise expressly stated in these T&Cs. By using any AI Features, Customer acknowledges and agrees, on behalf of itself and its Authorized Users, that (i) the Output produced by AI Features may contain errors, statements, suggestions, scores, grades, or inaccuracies and must not be relied upon without expert human review and verification; (ii) the Output produced by AI Features may include incomplete, incorrect or offensive content that does not represent MediaLab's views; (iii) the quality of Output produced by AI Features will be influenced to some extent by the quality of the Input provided; (iv) certain AI Features may be based upon generative artificial intelligence models that, at any given time, are trained on data that is not completely up to date; (v) AI Features are only designed to produce health care-related answers or content, so Customer should not provide any non-health care-related Input to the AI Features; and (vi) MediaLab uses Microsoft Corporation to provide the AI Features and, accordingly, the AI Features must be used in accordance with Microsoft's Acceptable Use Policy for Online Services, as applicable.

Customer acknowledges and agrees it is solely responsible for its use of the AI Features and any Output generated by the AI Features, including without limitation evaluating the accuracy of such Output, and that any use of the AI Features or such Output is at Customer's sole risk. CUSTOMER AGREES THAT IT WILL NOT PURSUE OR MAINTAIN ANY CLAIM, AND HEREBY EXPRESSLY WAIVES AND RELEASES ANY AND ALL CLAIMS NOW KNOWN OR HEREAFTER KNOWN, AGAINST MEDIALAB OR ANY THIRD PARTY ARISING FROM OR RELATING TO USE OF THE AI FEATURES OR ANY OUTPUT GENERATED BY THE AI FEATURES.

13. Backup Feature: MediaLab provides a feature whereby Customer may create a full backup of Customer Data. Use of this MediaLab backup feature by Customer is limited to once per month. For Customers who use the Backup feature more than once per month, MediaLab may charge a fee outlined in an Order Form.

14. Public Announcements. Neither party shall issue any press release or other publicity or marketing materials relating to the Services arrangement or, unless expressly permitted under these T&Cs, otherwise use the other party's trademarks, service marks, trade names, logos, or other indicia of source, association, or sponsorship, without the prior written consent of the other party, which consent shall not be unreasonably withheld, provided, however, that MediaLab is expressly permitted to include Customer's name and logo in its lists or examples of current or former customers of MediaLab in promotional and marketing materials.

15. Limited Warranty and Warranty Disclaimer:

- a. Subject to the "Limitation of Liability" paragraph set forth below, MediaLab warrants to Customer that the Services (excluding the Sandbox and AI Features) will be consistent with applicable accreditation, certification, and professional registration requirements. In the event the Services (excluding the Sandbox and AI Features) do not conform to the foregoing limited warranty, MediaLab will use reasonable efforts consistent with industry standards to remedy such defect, provided that Customer promptly notifies MediaLab of the same. The foregoing shall be MediaLab's sole obligation and Customer's sole remedy for any breach of the foregoing limited warranty. MEDIALAB MAKES NO WARRANTY AS TO RESULTS TO BE ATTAINED BY USING THE SERVICES. THE FOREGOING LIMITED WARRANTY DOES NOT APPLY WITH RESPECT TO THE SANDBOX OR AI FEATURES.
- b. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THE FOREGOING PARAGRAPH, THE SERVICES ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS AND MEDIALAB HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. MEDIALAB SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

16. Indemnification:

- a. Subject to the "Limitation of Liability" paragraph set forth below, and as Customer's sole remedy and MediaLab's sole obligation in the event of the following, MediaLab shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("Losses") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the Services, or any use of the Services in accordance with these T&Cs, infringe or misappropriate such third party's US patents, copyrights, or trade secrets, provided that Customer promptly notifies MediaLab in writing of such Third-Party Claim, cooperates with MediaLab, and allows MediaLab sole authority to control the defense and settlement of such Third-Party Claim. If a Third Party Claim is made or appears possible, Customer agrees to permit MediaLab, at MediaLab's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If MediaLab determines that neither alternative is reasonably available, MediaLab may terminate this Agreement, in its entirety or with respect to the affected portion of the Services, effective immediately on written notice to Customer. This "Indemnification" section will not apply to the extent that the

alleged infringement arises from Customer Data or the use by Customer of any third party products, services or intellectual property.

- b. Customer shall indemnify, hold harmless, and, at MediaLab's option, defend MediaLab from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with these T&Cs, infringes or misappropriates such third party's intellectual property rights, provided that Customer may not settle any Third-Party Claim against MediaLab unless MediaLab consents to such settlement, and further provided that MediaLab will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice. This section shall not limit any of MediaLab's other rights or remedies, whether at law, in equity, or under these T&Cs.

17. Limitation of Liability: IN NO EVENT WILL MEDIALAB BE LIABLE UNDER OR IN CONNECTION WITH THESE T&Cs OR THE SERVICES UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER MEDIALAB WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL MEDIALAB'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE T&Cs OR THE SERVICES UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THREE TIMES (3X) THE TOTAL FEES PAID BY CUSTOMER TO MEDIALAB FOR THE SERVICES UNDER THE ORDER FORM(S) BETWEEN CUSTOMER AND MEDIALAB IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

18. Services Availability: MediaLab monitors its servers 24/7/365 for critical issues using several internal and external monitoring tools. We guarantee a 99.5% uptime (no more than 3.6 hours of downtime per month) from 7am to 11pm Eastern Time Monday through Friday, and 99% uptime (no more than 7.2 hours of downtime per month), from 11pm to 7am Eastern Time Monday through Friday and all day Saturday and Sunday, as measured from the first day to the last day of each calendar month, provided that such uptime guarantee does not apply to the Sandbox. Notwithstanding the foregoing, MediaLab is not responsible should Services become unavailable due to factors outside of MediaLab's control, including without limitation Customer's Internet connectivity, hardware or third-party issues which may affect availability.

19. Suspension: MediaLab may, directly or indirectly, and by use of any lawful means, suspend or otherwise deny Customer's, any Authorized User's, or any other person's access to or use of all or any part of the MediaLab IP if: (i) MediaLab receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires MediaLab to do so or MediaLab's provision of the Services to Customer or any Authorized User is prohibited by applicable law; or (ii) MediaLab believes, in its reasonable discretion, that: (a) Customer's or any Authorized User's use of, access to or acts or omissions with respect to the MediaLab IP disrupt, or pose or contribute to a material threat or security risk to, the MediaLab IP or to any other customer of MediaLab; (b) Customer or any Authorized User has failed to comply with any term of these T&Cs or the applicable Order Form(s), or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under these T&Cs (following written notice to Customer and three (3) business days to cure); or (c) Customer or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services

(following written notice to Customer); or (iii) with respect to the Services set forth in an Order Form executed by Customer and MediaLab, such Order Form has expired or terminated (in which case access/use shall be terminated). Except where otherwise expressly stated above, MediaLab will provide written notice of any access suspension or denial to Customer promptly after the applicable suspension or denial. MediaLab will reestablish any temporarily suspended account or access after the issue causing the suspension has been resolved to its reasonable satisfaction. Customer agrees to notify MediaLab promptly upon learning of any use of or access to MediaLab IP beyond the scope of or for a purpose not authorized under these T&Cs as well as any security issue related to the MediaLab IP. This section shall not limit any of MediaLab's other rights or remedies, whether at law, in equity, or under these T&Cs.

- 20. Force Majeure:** In no event shall either party be liable to the other party, or be deemed to have breached these T&Cs, for any failure or delay in performing its obligations under these T&Cs (except for any obligations to pay Fees), if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, pandemics, epidemics, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.
- 21. Termination:** Any Order Form between Customer and MediaLab may be terminated at any time: (a) by MediaLab, effective on written notice to Customer, if Customer fails to pay any amount when due under such Order Form, where such failure continues more than thirty (30) days after the payment is due; or (b) by either party, effective on written notice to the other party, if the other party materially breaches these T&Cs or any Order Form and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach.

Upon the expiration or termination of any Order Form: (a) MediaLab shall refund to Customer the pro-rated portion of any pre-paid and unearned Fees under such Order Form, as determined and calculated by MediaLab in its reasonable discretion; and (b) all rights and/or authorizations granted to Customer hereunder with respect to such Order Form will immediately terminate and Customer will immediately cease all use of and other activities with respect to the Services set forth on such Order Form.

- 22. Notices:** Except as otherwise expressly stated in these T&Cs, all notices required under or regarding these T&Cs will be in writing and delivered personally, mailed via registered or certified mail (return receipt requested and postage prepaid) or sent by courier (confirmed by receipt, with all fees pre-paid) addressed to MediaLab at the address set forth below or to Customer at its notice address set forth in the corresponding Order Form.

If to MediaLab:
MediaLab Solutions, LLC
1745 North Brown Rd
Suite 300
Lawrenceville, GA 30043
Attention: Contract Manager

- 23. Survival:** The provisions set forth in the following paragraphs, and any other right, obligation or provision under these T&Cs that, by its nature, should survive termination or expiration of all Order Forms between Customer and MediaLab, will survive any expiration or termination of all Order Forms between Customer and MediaLab: Fees, Confidentiality, MediaLab's Proprietary Rights; Use Restrictions, Customer Data; Aggregated Statistics, Use or Access to Sandbox Environment, Limited Warranty and Warranty Disclaimer, Limitation of Liability, Termination, Notices, Survival, Independent

Contractor Status, Entire Agreement, Amendment and Modification, Waiver, Severability, Governing Law; Submission to Jurisdiction and Assignment.

- 24. Independent Contractor Status:** The relationship between the parties is that of independent contractors. Nothing contained in these T&Cs will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
- 25. Entire Agreement:** These T&Cs, together with any other documents incorporated herein by reference, and all related exhibits, schedules and Order Forms, and any documents incorporated into any of the foregoing, constitute the sole and entire agreement of the parties with respect to the subject matter of these T&Cs and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. The parties agree that any term or condition stated in a Customer purchase order, in any other Customer order documentation or in a MediaLab quotation (excluding Order Forms) is void. In the event of a conflict between the terms of these T&Cs and the terms of any Order Form(s), the terms of the Order Form(s) shall govern.
- 26. Amendment and Modification; Acceptance of Order Forms; Waiver:** No amendment to or modification of these T&Cs is effective unless it is in writing and accepted or signed by an authorized representative of each party, unless otherwise expressly stated in these T&Cs or any Order Form between Customer and MediaLab. Notwithstanding anything to the contrary in these T&Cs (a) these T&Cs may be modified by MediaLab (such modified T&Cs will be effective when implemented by MediaLab and made available at the Uniform Resource Locator (web address) reflected in the Order Form(s), with the latest revision date reflected herein), and (b) all references in these T&Cs to Order Forms, which are incorporated into these T&Cs by reference and governed by these T&Cs, shall mean the Order Forms as amended by (and which shall be amended by) any updated, additional and/or renewal Order Forms offered by MediaLab and accepted by Customer. Payment of the applicable Fees set forth in an Order Form by Customer, execution of any Order Form by Customer or access to and use of the services set forth in such Order Form by Customer, shall be deemed acceptance by Customer of such Order Form, and signatures shall not be necessary, whether or not a signature line is included in such Order Form. Except to the extent expressly modified by an Order Form or other amendment or modification, these T&Cs shall remain in full force and effect pursuant to their terms. In the event of a conflict between the terms of any Order Forms, the Order Form offered and accepted later in time shall govern. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in these T&Cs, (a) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from these T&Cs will operate or be construed as a waiver thereof, and (b) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- 27. Severability:** If any provision of these T&Cs is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of these T&Cs or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify these T&Cs so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

- 28. Governing Law; Submission to Jurisdiction:** These T&Cs and the Order Form(s) between Customer and MediaLab are governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware. Any legal suit, action, or proceeding arising out of or related to these T&Cs or the Order Form(s) between Customer and MediaLab will be instituted exclusively in the federal courts of the United States or the courts of the State of Delaware, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
- 29. Assignment:** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign its obligations hereunder or under any Order Form(s) without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale, of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of any applicable Order Form(s) upon written notice to the assigning party. Subject to the foregoing, These T&Cs and the Order Form(s) between Customer and MediaLab are binding upon and inure to the benefit of the parties (for purposes of clarification, including any applicable Affiliates of Customer pursuant to the first paragraph of these T&Cs) and their respective permitted successors and assigns.