

Adamo Diagnostics, LLC

Terms of Service

Last Updated: January 19, 2022

1. TERMS OF SERVICE.

Acceptance. Adamo Diagnostics, LLC (dba 'Add Your Labs') (Add Your Labs) owns and operates the websites

*.addyourlabs.io,

*platform.addyourlabs.io

*.https://adx.slingrs.io/prod/runtime/login.html,

*.https://adxlims.slingrs.io/prod/runtime/login.html

(collectively, the Site) and the Platform (defined below) and Add Your Labs software (Service, as defined below). Your access to the Site and Platform and all other use of the Service is subject to acceptance without modification of all of the terms and conditions contained herein (Terms of Service). The Terms of Service shall also be deemed to include all other operating rules, conditions, policies and procedures that are referred to below or that may otherwise be published or implemented by Add Your Labs, from time to time, within the Platform, on the Site or through the Service (collectively, Policies), including without limitation, the Privacy Policy and Business Associate Agreement.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE ACCESSING THE PLATFORM OR USING THE SERVICE OFFERED BY ADD YOUR LABS. BY EXECUTING THE ORDER FORM (DEFINED BELOW) WITH ADD YOUR LABS INTO WHICH THESE TERMS OF SERVICE ARE INCORPORATED, CUSTOMER (AS DEFINED BELOW AND AS LISTED IN THE ORDER FORM), AGREES TO BE BOUND BY THESE TERMS OF SERVICE, THE WORK ORDER, THE ORDER FORM, AND ALL OTHER TERMS AND CONDITIONS THAT ARE APPLICABLE TO CUSTOMER (WHETHER SET FORTH IN THESE TERMS OF SERVICE OR IN ANY ORDER FORM BETWEEN CUSTOMER AND ADD YOUR LABS) AND CUSTOMER AGREES THAT IT IS CUSTOMER'S RESPONSIBILITY TO IDENTIFY, UNDERSTAND AND COMPLY WITH THESE TERMS OF SERVICE AND ALL SUCH OTHER TERMS AND CONDITIONS. IF AN INDIVIDUAL IS ACCEPTING THESE TERMS OF SERVICE ON BEHALF OF A CUSTOMER, SUCH INDIVIDUAL REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO BIND SUCH CUSTOMER TO THESE TERMS OF SERVICE. IF THE INDIVIDUAL ACCEPTING THESE TERMS OF SERVICE DOES NOT HAVE SUCH AUTHORITY OR DOES NOT AGREE WITH THESE TERMS OF SERVICE, SUCH INDIVIDUAL MUST NOT ACCEPT THESE TERMS OF SERVICE AND MAY NOT REGISTER FOR, DOWNLOAD, USE OR ACCESS THE SERVICE OR THE PLATFORM. IN THE ABSENCE OF AN ORDER FORM, CUSTOMER AGREES THAT DOWNLOADING ANY APP, COMPLETING OUR REGISTRATION PROCESS OR OTHERWISE ACCESSING OR USING THE PLATFORM OR ANY OTHER PART OF THE SERVICE WILL CONSTITUTE ACCEPTANCE OF, AND CREATE A LEGALLY ENFORCEABLE CONTRACT UNDER WHICH YOU AGREE TO BE BOUND BY, ALL OF THE TERMS OF SERVICE, WITHOUT MODIFICATION.

THERE ARE VARIOUS USERS (AS DEFINED BELOW) FOR THE SERVICE. EXCEPT WHERE INDICATED OTHERWISE, "CUSTOMER" SHALL REFER TO CUSTOMER AND ALL OF ITS USERS.

Updates. Add Your Labs reserves the right, at its sole discretion, to update, modify or replace the Terms of Service (including any Policy), in whole or in part, at any time. Add Your Labs will use reasonable efforts to notify Customer of any material change in advance of the effective date of any change. Change notices may be communicated by postings via the Platform, email or otherwise. In any case, Customer should periodically check the Policies and other Terms of Service for changes. Continued access or use of the Service following any change to the Terms of Service constitutes Customer's acceptance of those changes. The Terms of Service may not otherwise be amended, as they apply to Customer, except by a written agreement executed by Customer and Add Your Labs. Add Your Labs may modify, suspend or terminate the Service (including without limitation, access to the Platform), in whole or in part, at any time. In the event that Add Your Labs suspends or terminates the Service, Add Your Labs will use commercially reasonable efforts to continue to operate the Service for a reasonable period of time (not to exceed 6 months) in an effort to provide Customer with time to plan its transition away from the Service.

Eligibility. The Service is intended by Add Your Labs to be made available only to Customer's Users who are at least 18 years old or the age of majority in Customer's jurisdiction, whichever age is older. If any User does not qualify, then that User is prohibited from accessing, registering for, uploading, downloading or using any aspect of the Service. Add Your Labs will not collect personally identifiable information from any person who is actually known to us to be under the age of 13. For the avoidance of doubt, Service Data (as defined below) may include information about individuals under the age of 13. If we become aware that a person under 13 has provided personally identifiable information, Add Your Labs will take steps to remove such information and terminate that individual's account, access and use of the Service. Add Your Labs may refuse to offer or continue offering the Service to any person or entity, and may change its eligibility criteria from time to time.

2. DEFINITIONS.

Agreement means these Terms of Service (including then current Policies), together with all Order Forms (defined below) and all Work Orders (defined below).

Analytics means statistics, metrics, abstractions, rules, or models, collections, combinations and other analyses that are based on or derived from the Service or Service Data (including without limitation, measurements of Service usage and performance), which are developed in a manner that does not disclose the identity of Customer, any User or any individual identified in the Service Data and that does not disclose any Service Data except in aggregated form (combined with other data, results or measurements) or, in the case of PHI, in a de-identified form (in accordance with 45 CFR §164.514(a)-(c)).

API means an application programming interface that provides additional ways to access and use the Service. Such API is considered part of the Service (defined below) and its use is subject to all of these Terms of Service.

Business Associate means a "business associate," as such term is defined under HIPAA. Order Form means the order form or other similar writing provided by Add Your Labs or its authorized distributor (as the case may be) that describes the Service being purchased and the corresponding pricing and term

offered to Customer, whichever is most current (or the corresponding invoice, if no such other writing exists).

Covered Entity means a "covered entity," as such term is defined under HIPAA.

Customer means any laboratory, company, or other organization or entity that has entered into an agreement with Add Your Labs to establish an account to use and pay for the Service.

Deliverable means any work product that is delivered to Customer, and which results from Work performed by Add Your Labs.

Feedback means ideas, assessments, suggestions and other feedback related to the function or performance of the Platform, Service and other Add Your Labs IP (including performance and benchmarking results related to the Service).

HIPAA means the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, including the Standards for the Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Part 160 and Subparts A and E of Part 164) and the Security Standards for the Protection of Electronic Protected Health Information (Security Rule) (45 CFR Part 160 and Subparts A and C of Part 164), and the Health Information Technology for Economic and Clinical Health Act (Title XIII, Subtitle D) and its implementing regulations (HITECH).

Add Your Labs IP means the Site, Platform, Service, Analytics, Deliverables, Add Your Labs Confidential Information, access credentials and all other Service-related documentation, data, know-how and information provided by Add Your Labs.

PHI means electronic and other "protected health information," as such term is defined under HIPAA; provided PHI is understood to mean only the PHI that Add Your Labs creates, receives, maintains or transmits in providing the Service or Work for Customer.

Platform means the technology platform developed and/or used by Add Your Labs in providing the Service (including all related ideas, concepts, inventions, systems, hardware, software, interfaces, dashboards, tools, utilities, content, templates, forms, samples, techniques, methods, processes, algorithms, know-how, trade secrets and other technologies, implementations and information), and all corrections, improvements and extensions thereto.

Results means the charts, graphs, data, messages, reports and similar work products, if any, that are generated by Add Your Labs, which are based on Service Data and displayed, delivered or otherwise made available to Customer as a result of using the Service.

Service means Add Your Labs's application, including, without limitation, any and all modules and add-ons listed or described in the Order Form, for laboratory, information, and data management (with certain types of data management being provided by Add Your Labs commonly referred to as a laboratory information management system) that is made available under these Terms of Service, as such application may be hosted in a cloud environment and branded and provided on a software-as-a-service basis from time to time by Add Your Labs, or as certain Add Your Labs software may be made available to download and install as may be specified in the applicable Order Form. Among other things, the Service permits Customer and its Users to organize, track and share scientific, technical and/or clinical data. Add Your Labs may use online hosting services (such as, for example, Amazon Web

Services) in connection with providing the Service (including without limitation, for the purposes of processing and storing Service Data).

Service Data means non-public information and data, including, without limitation, PHI, provided by or collected or learned from Customer and its Users in connection with their use of the Service (including without limitation, scientific, technical and clinical data, and files and metadata). For the avoidance of doubt, Service Data shall not include any data provided by Add Your Labs to Customer, or provided by Customer to Add Your Labs, in connection with the Customer's use of the Services in order to provide certain deliverables to Add Your Labs under a separate written agreement outside of its role as Customer.

Work Order means any written work statement that references these Terms of Service and that is acceptable to and executed by Customer and Add Your Labs, and which will include other information related to the Work (as the term is defined in Section 3) (such as, for example, task descriptions, schedules and payments).

Third Party Data means Service Data that is received from another Customer or that Customer's Users. User means each of the Customer's individual employees or agents who Customer has authorized to use the Service or access the Platform under Customer's Account by providing each such individual with access credentials or a User Account (as defined below).

3. SERVICE.

License. Subject to compliance with all Terms of Service, Add Your Labs will make the Service available to Customer and hereby grants to Customer a nonexclusive right and license (without the right to sublicense): to access and use the Service through a web-based interface or to download and install or otherwise access certain Add Your Labs software as may be specified in the applicable Order Form or Work Order; and to permit identified Users to do the same under its Account. The Add Your Labs IP may be used only in unmodified form and solely for research and scientific purposes, clinical sample management and workflow management and Customer's internal business purposes (which may include providing clinical laboratory services to third parties). Customer's access and use of the Add Your Labs IP shall comply with all other conditions that may be set forth in these Terms of Service or the Order Form (such as, for example, restrictions regarding the number or identity of authorized Users, data formats, size limits, time limits or prohibited uses). From time to time, Customer and its Users may (at their discretion) provide Feedback to Add Your Labs.

Account. Add Your Labs will provide Customer with access credentials (and/or a mechanism that permits Customer to specify access credentials) to create a primary Customer-specific account that has the ability to identify, authorize and designate roles for Customer's Users (Account). The Account's designated administrators will provide and configure the access credentials for each of its Users to establish, administer, configure, manage and use the Service through such an account (User Account). Customer is solely liable and responsible for understanding the settings, privileges and controls of the Service and for controlling whom Customer designates to have a User Account and what the settings and privileges are for such User Account. Customer is responsible for maintaining the confidentiality of all Account and User Account information (including access credentials). Customer agrees to be liable for

all activities under its Account and all User Accounts. Customer agrees to, and shall cause its Users to, keep all Account and User Account information up-to-date and to notify Add Your Labs immediately of any unauthorized use of its Account or any User Account. Customer is responsible for each User's compliance with these Terms of Service and any actions taken through User Accounts. Customer shall implement and comply with reasonable policies and methods to confirm and verify the actual identity of Users that will be registered to access and use the Service under its Account.

Resources. As between the parties, Customer is responsible for ensuring the accuracy and completeness of Service Data that Customer and Customer's Users provide, and for acquiring all: (a) consents, authorizations, permissions and other rights necessary for Add Your Labs to receive, access, copy, store, process, distribute, transmit, display and use Service Data as provided in these Terms of Service; (b) servers, storage, software, databases, network and communications systems and services needed by Customer and its Users to access, manage and use the Service, Service Data and Results; and (c) backup, recovery, network security and maintenance services for Customer's and its Users' internal systems (collectively, the Customer Resources).

Sharing Service Data. Using the Service, Users may share Service Data with other Users, and other Users may share Third Party Data. Add Your Labs does not review the substance of Service Data, Third Party Data or communications via the Service and does not control the use of Service Data that has been shared with other Users. Authentication of the true identity of Internet users is difficult, and so Add Your Labs cannot and does not confirm that any User is the person or entity who they claim to be. Accordingly, Add Your Labs makes no representation or warranty, and assumes no liability, regarding the accuracy, quality, integrity, legality, reliability or appropriateness of any Third Party Data. Customer agrees to assume all risk and liability arising from (a) sharing their own Service Data (including any further distribution or use for an unintended purpose) and (b) using Third Party Data (including all results that are generated using Third Party Data).

Support Services. Customer's level of support services shall be set forth in the applicable Order Form. Unless as otherwise specified in the Order Form, Add Your Labs will provide the following base-level support services using commercially reasonable efforts: assist Customer to access, configure, verify and commence User operation of the Service under its Account; provide reasonable ongoing technical support for the Service (telephone, email or web-based), in accordance with its standard practices during Add Your Labs's published support hours located at Service Support Policy, which may be updated from time to time, unless as otherwise specified in the Order Form or Work Order; and endeavor to analyze and resolve material errors. Add Your Labs has no obligation to operate or support any version of the Service other than the then current version. Add Your Labs may charge Customer in accordance with its then current policies for support services that result from problems, errors or inquiries related to, by way of example, the Service Data or Customer Resources.

Additional Services. From time to time, Customer may request and Add Your Labs may agree to provide certain additional implementation, integration, data analysis, development, training or other professional services related to the Service (Work). Add Your Labs agrees to undertake and use commercially reasonable efforts to complete the Work as described in the corresponding Work Order. Add Your Labs owns all right, title and interest (including all intellectual property rights of any sort throughout the world) to all resulting Deliverables. Add Your Labs grants Customer a nonexclusive, nontransferable right and license (without right to sublicense) to use the resulting Deliverables solely in

conjunction with authorized use of the Service, subject to the terms of these Terms of Service and other rights or restrictions set forth in the Work Order.

Third Party Services. Certain applications, platforms and services provided by third parties (collectively, Third Party Services) may be accessed from the Service. Third Party Services are not operated or controlled by Add Your Labs, and Add Your Labs shall not be responsible for the availability, accuracy or any other aspect of the content or function of Third Party Services. Additional or different terms and conditions (including without limitation, privacy and security practices) apply to the use of Third Party Services, and Customer hereby agrees to, and hereby causes all of its Users to agree to, comply with such terms and conditions when using Third Party Services.

Compliance. If the Service is being used in connection with Customer's provision of clinical laboratory Services, then Add Your Labs and Customer agree, and Customer causes all of its Users to agree, to comply with all applicable federal, state and local laws, regulations and rules (including without limitation, HIPAA, the Physician Self-Referral Law (42 USC 1395nn), the federal Medicare/Medicaid Anti-Kickback Law and regulations promulgated thereunder). Without limiting the generality of the foregoing, it is neither a purpose nor requirement of these Terms of Service, the Order Form, Work Order or any other agreement between the parties to offer or receive any remuneration or benefit of any nature, to solicit, require, induce or encourage the referral of any patient, payment of which may be made in whole or in part by Medicare or Medicaid. No payment made or received under these Terms of Service is in return for the referral of patients or in return for the purchasing, leasing, ordering or arranging for or recommending the purchasing, leasing or ordering of any good, service, item or product for which payment may be made in whole or in part under Medicare or Medicaid.

4. PAYMENTS.

Fees. Customer shall pay Add Your Labs the fees described in the Order Form and, if applicable, each Work Order, in the amounts and at the times set forth therein, and as otherwise stated in these Terms of Service.

Payment Terms. The Service is provided on a subscription basis, and unless specified otherwise in the Order Form, all amounts due hereunder shall be paid in full and in advance (without deduction, set-off or counterclaim) within 30 days after invoice in US dollars at Add Your Labs's address or to an account specified by Add Your Labs. Past due amounts shall bear a late payment charge, until paid, at the rate of 1.0% per month or the maximum amount permitted by law, whichever is less. If any payment is past due, Add Your Labs shall have the right to take whatever action it deems appropriate (including without limitation, disabling the Account, suspending access to the Service, requiring payment in advance or terminating the Agreement pursuant to Section 10). Customer agrees to reimburse Add Your Labs for all costs (including attorneys' fees) incurred in collecting late payments.

Add-On Products. If Customer elects to add-on other product(s) during the Term (as defined below) as such add-ons may be set forth in the Order Form, then, except as otherwise specified in the Order Form, Customer shall pay Add Your Labs, in advance prior to having access to or use of the add-on products, in an amount equal to the applicable add-on product(s) for the remainder of the then-current term

(calculated on a pro-rata basis based on the number of months and partial months remaining in such term).

Non-Refundable. Except as otherwise set forth in the Order Form or in these Terms of Service, all payment obligations are non-cancellable and non-refundable during the Term.

Taxes. All payments required by these Terms of Service are exclusive of federal, state, local and foreign taxes, duties, tariffs, levies, withholdings and similar assessments (including without limitation, sales taxes, use taxes and value added taxes), and Customer agrees to bear and be responsible for the payment of all such charges, excluding taxes based upon Add Your Labs's net income. All amounts due hereunder shall be grossed-up for any withholding taxes imposed by any foreign government. If Customer claims exemption from any tax, then it shall furnish Add Your Labs with a valid tax exemption certificate issued by or acceptable to the applicable taxing jurisdiction or entity.

5. CONFIDENTIALITY.

Scope. The term Confidential Information means all trade secrets, know-how, inventions, software and other financial, business, scientific, clinical or technical information and data disclosed by or for a party in connection with using or providing the Service. The restrictions on use and disclosure of Confidential Information will not apply to any information or data that the receiving party can demonstrate is (a) rightfully furnished to it without restriction by a third party, (b) generally available to the public without breach of these Terms of Service or (c) independently developed by it without reliance on such information or data. For clarity, all Service Data will be treated as Customer's Confidential Information, and all Feedback, Add Your Labs IP and pricing information will be treated as Add Your Labs's Confidential Information.

Confidentiality. Except for the specific rights and licenses granted by these Terms of Service, and except for disclosures that are necessary to comply with any legal, regulatory, law enforcement or similar requirement or investigation, the receiving party shall not access, reproduce, use or disclose any of the other party's Confidential Information without its written consent, and shall use reasonable care to protect the other's Confidential Information from unauthorized access, use and disclosure (including by ensuring that its personnel who access any Confidential Information have a need to know for the permitted purpose and are bound by written obligations that are at least as protective as these Terms of Service). Each party shall be responsible for any breach of confidentiality by its personnel (including Users, in the case of Customer). Promptly after any termination (or at the disclosing party's request at any other time), the receiving party shall, unless otherwise agreed, return all of the other's tangible Confidential Information, erase Confidential Information from any storage media and destroy information, records and materials developed therefrom (except Confidential Information stored in accordance with automated backup procedures in the ordinary course of business). Each party may disclose only the general nature, but not the specific terms, of the Agreement without the prior consent of the other party; provided, Customer or Add Your Labs may provide a copy of the Agreement or otherwise disclose its terms in connection with any legal or regulatory requirement, audit, financing transaction or due diligence inquiry.

PHI. If and only if (a) Customer is a Covered Entity, (b) Customer notifies Add Your Labs in writing that all or any part of the Service Data includes or constitutes PHI and (c) Add Your Labs qualifies as a Business Associate of Customer as a result of the Service and/or Work provided hereunder, then the terms and conditions in the Business Associate Agreement shall apply as of the date all such conditions are met (BAA Effective Date). Otherwise, the Business Associate Agreement shall not have any force or effect.

Compelled Disclosures. These restrictions will not prevent either party from complying with any law, regulation, court order, demand by law enforcement or other legal requirement or investigation that purports to compel disclosure of any Service Data or other Confidential Information. The receiving party will promptly notify the disclosing party upon learning of any such legal requirement, and cooperate with the disclosing party in the exercise of its right to protect the confidentiality of the Confidential Information before any tribunal or governmental agency.

6. PROPRIETARY RIGHTS.

Customer and Users. Customer hereby grants and agrees to grant to Add Your Labs a nonexclusive, royalty-free, worldwide right and license: (i) to access, copy, store, process, distribute, transmit, display and use their Service Data to generate Results and Converted Data (as defined below) and otherwise to provide the Service to Customer and all Users under Customer's Account; (ii) to copy, store, process and use Service Data to develop, improve, extend and test the Platform and Service; and (iii) to design, develop, distribute, commercialize and use Analytics in a manner that does not disclose the identity of Customer, any User or any individual identified in the Service Data.

Converted Data. Add Your Labs may use the Service Data to create new data, and/or combine with other data sets, that consists of (i) Service Data that has been de-identified such that the resulting information is not individually identifiable information as provided in 45 CFR § 164.514(a)-(c) or any other data privacy statutes and (ii) Service Data that is not de-identified but for which Customer or Add Your Labs has obtained an appropriate authorization in accordance with 45 CFR § 164.508 (such information described in clauses (i) and (ii), Converted Data). Add Your Labs shall own all rights, title, and interest (including without limitation, patent rights, copyright rights, trade secret rights and trademark rights and all other intellectual property rights) in and to the Converted Data and, for the avoidance of doubt, may use or disclose the Converted Data for any purpose, including the sale of the Converted Data to third parties. For the avoidance of doubt, Add Your Labs owns and retains all rights, title and interests (including without limitation, patent rights, copyright rights, trade secret rights and trademark rights and all other intellectual property rights) in and to the Analytics.

Add Your Labs. Except for the limited rights and licenses expressly granted hereunder, no other right, license or option is granted, no other use is permitted and (as between the parties) Add Your Labs owns and retains all rights, title and interests (including without limitation, patent rights, copyright rights, trade secret rights and trademark rights) in and to the Add Your Labs IP. Customer agrees that Add Your Labs is free to use the Feedback, and all generalized knowledge, expertise know-how and technologies related to or acquired in providing the Service, in any manner for all purposes (including developing new or improved products and services).

Restrictions. Customer and its Users shall not, directly or indirectly (a) use any of Add Your Labs's Confidential Information to create any software, platform, service or documentation that is similar to any of the Add Your Labs IP, (b) attempt to access any Service component or to disassemble, decompile, reverse engineer or use any other means to discover any source code or underlying organization, structures, ideas or algorithms within the Service (except and only to the extent these restrictions are expressly prohibited by applicable statutory law) or to circumvent any technological measure that controls access thereto, (c) encumber, sublicense, distribute, transfer, rent, lease, lend, access or use any Add Your Labs IP in any time-share, service bureau or similar arrangement, (d) copy, adapt, combine, create derivative works of, translate, localize, port or otherwise modify any Add Your Labs IP, (e) use or allow the transmission, transfer, export, re-export or other transfer of any product, technology or information it obtains or learns using the Service (or any direct product thereof) in violation of any export control or other laws and regulations of the United States or any other relevant jurisdiction or (f) permit any third party to do any of the foregoing.

Third Party Software. The Service may interface, interoperate, link or be delivered with or include software or other technology (In-Licensed Code) that is licensed from and owned by third parties (In-Licensors), the use of which may be subject to additional or different terms set forth in the applicable open source or proprietary license (In-License). Customer unconditionally agrees that the In-Licensors (a) make no representation or warranty concerning the In-Licensed Code or Add Your Labs IP, (b) have no obligation or liability as a result of these Terms of Service and (c) are intended third party beneficiaries of these Terms of Service in respect of their respective In-Licensed Code.

7. LIMITED WARRANTIES AND DISCLAIMERS.

Customer. Customer warrants to Add Your Labs that the access, transfer, collection, processing, distribution and use of Service Data and Converted Data as described in these Terms of Service complies with and will not violate applicable laws, regulations, rules or proprietary rights (including without limitation, professional and scientific standards, copyrights and rights regarding privacy, publicity and defamation). Customer warrants to Add Your Labs that the Service Data it provides is accurate and complete and that Customer and each of its Users has obtained all consents, authorizations, permissions and other rights necessary for Add Your Labs to receive, access, copy, store, process, distribute, transmit, display and use Service Data and Converted Data as provided in these Terms of Service.

Add Your Labs. Add Your Labs warrants to Customer that all Work will be provided in a professional manner and that it will use commercially reasonable efforts to maintain the Service available to Customer and its Users at all times, subject to downtimes for scheduled maintenance, upgrades, repairs, security issues and emergency outages. Add Your Labs will not be responsible for any delay, degradation or failure in the Service resulting from or attributable to (a) unusually high usage volumes, (b) failures in Customer Resources or any third party's services, networks or systems, (c) Customer's or any User's or third party's negligence, acts or omissions, (d) any force majeure or other cause beyond Add Your Labs's reasonable control or (e) unauthorized access to the Service, breach of firewalls or other hacking.

Disclaimers. EXCEPT AS EXPRESSLY SPECIFIED HEREIN, THE RESULTS, WORK, SERVICE AND OTHER ADD YOUR LABS IP ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. FOR CLARITY, ADD YOUR LABS AND ITS LICENSORS DO NOT WARRANT THAT: (A) ANY

INFORMATION WILL BE TIMELY, ACCURATE, RELIABLE OR CORRECT; (B) THE WORK, SERVICE OR OTHER ADD YOUR LABS IP OR RESULTS WILL BE ERROR-FREE, UNINTERRUPTED, SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR PLACE; (C) ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR (D) THE WORK, SERVICE OR OTHER ADD YOUR LABS IP OR RESULTS WILL MEET CUSTOMER'S OR ANY OF CUSTOMER'S USER'S REQUIREMENTS OR THAT ANY OUTCOME CAN BE ACHIEVED. TO THE FULLEST EXTENT PERMITTED BY LAW, ADD YOUR LABS HEREBY DISCLAIMS (FOR ITSELF AND ITS LICENSORS) ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE RESULTS, WORK, SERVICE AND OTHER ADD YOUR LABS IP, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, ACCURACY, INTEGRATION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

8. INDEMNIFICATION.

Customer. Customer agrees to defend Add Your Labs against any demand, suit, action or other claim by any third party (including any User under its Account) that is related to any Service Data provided by Customer or its Users or any breach of Customer's or any of Customer's User's obligations or warranties under these Terms of Service, and to indemnify Add Your Labs for liabilities (as specified in settlements or judgment awards) that result from such claims.

Add Your Labs. Add Your Labs agrees to defend Customer and its Users (Customer Indemnitees) against any demand, suit, action or other claim by any third party that the Service or any Deliverable misappropriates or infringes its intellectual property rights, and to indemnify Customer Indemnitees for liabilities (as specified in settlements or judgment awards) that result from such claims. If the Service or any Deliverable becomes or, in Add Your Labs's opinion, is likely to become the subject of an injunction or other claim preventing its use as contemplated herein, Add Your Labs may, at its option and expense (a) obtain the rights needed to continue providing the Service or using the Deliverable, or (b) replace or modify the Service or Deliverable without substantially compromising its principal functions. If (a) and (b) are not reasonably available, then Add Your Labs may (c) upon written notice to Customer (email is sufficient), terminate Customer's Account and stop providing the Service, and refund to Customer any prepaid fees, pro-rated for the remainder of the prepaid period. The foregoing states the entire liability of Add Your Labs, and Customer's and each User's exclusive remedy, with respect to any actual or alleged violation of intellectual property or proprietary rights by the Add Your Labs IP or Work, any part thereof or their use or operation.

Exclusions. Add Your Labs shall have no liability or obligation hereunder with respect to any claim attributable to (a) any use of the Add Your Labs IP by Customer or any User of Customer not strictly in accord with these Terms of Service, or in an application or environment or on a platform or with devices for which it was not designed or contemplated or (b) alterations, combinations or enhancements of the Add Your Labs IP not created by Add Your Labs.

Conditions. The indemnifying party's obligations hereunder are conditioned on (a) the party seeking indemnification providing prompt written notice thereof and reasonable cooperation, information, and assistance in connection therewith and (b) the indemnifying party having sole control and authority to defend, settle or compromise such claim. The indemnified party may participate in the defense at its

sole cost and expense. The indemnifying party will not enter into any settlement (other than for payment of money subject to its indemnity) that adversely affects the indemnified party's rights or interests without its prior written approval, not to be unreasonably withheld. The indemnifying party shall not be responsible for any settlement it does not approve in writing.

9. LIMITATION OF LIABILITY.

EXCEPT TO THE EXTENT THAT ANY EXCLUSION OR LIMITATION OF LIABILITY IS VOID, PROHIBITED OR UNENFORCEABLE BY APPLICABLE LAW, AND EXCEPT FOR LIABILITIES TO THIRD PARTIES PURSUANT TO SECTION 8 (INDEMNIFICATION): IN NO EVENT SHALL ADD YOUR LABS (OR ITS LICENSORS), CUSTOMER OR ANY USER OF CUSTOMER BE LIABLE CONCERNING THE SUBJECT MATTER OF THE ORDER FORM, WORK ORDER, OR THESE TERMS OF SERVICE, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), FOR ANY (A) LOSS OF DATA, LOSS OR INTERRUPTION OF USE, OR COST TO PROCURE SUBSTITUTE TECHNOLOGIES, GOODS OR SERVICES OR (B) INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUES, PROFITS OR GOODWILL; AND ADD YOUR LABS (AND ITS LICENSORS) SHALL NOT BE LIABLE TO CUSTOMER OR ANY USER UNDER CUSTOMER'S ACCOUNT FOR AGGREGATE DAMAGES IN EXCESS OF THE FEES CUSTOMER PAID TO ADD YOUR LABS DURING THE PRIOR 12 MONTHS OR US\$25.00, WHICHEVER IS GREATER; EVEN IF CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THESE TERMS OF SERVICE AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN.

10. TERM AND TERMINATION.

Term. Add Your Labs offers access to the Platform and use of the Service on a subscription basis and the initial term and any renewal term(s) of such subscription shall be as described in the Order Form (the Term). If the Term is not specified in the Order Form, access to the Platform and use the Service shall commence on the date of Customer's acceptance of the Order Form and continue in effect on an annual basis. If not otherwise specified in the Order Form, the Term (subject to these Terms of Service) will be extended upon mutual written agreement by and between Customer and Add Your Labs unless terminated by Customer or Add Your Labs. Unless as otherwise specified in the Order Form, Customer may terminate the Agreement at any time by giving at least 10 days prior written notice (email being sufficient) to Add Your Labs.

Termination. The Agreement may be earlier terminated by either party if the other party breaches any material provision of these Terms of Service and fails to cure such breach within 30 days (10 days in the case of Customer's failure to make any undisputed payments) after receiving written notice of such breach from the non-breaching party.

Effects of Termination. Upon any expiration or termination of the Contract, all rights, obligations and licenses of the parties shall cease, except that the following shall survive: all obligations that accrued prior to the effective date of termination (including payment obligations); all remedies for any breach of these Terms of Service; and the provisions of Sections 4 (Payments), 5 (Confidentiality), 6 (Proprietary

Rights), 7 (Limited Warranties and Disclaimers), 8 (Indemnification), 9 (Limitation of Liability), 11 (General Provisions) and this Section 10. Add Your Labs has no obligation to retain any Service Data after any expiration or termination, except that Add Your Labs will transmit a copy of the Service Data to Customer within 60 days after the effective date of termination, but only if requested by Customer in writing (email being sufficient) on or prior to the effective date of termination. For the avoidance of doubt, Converted Data does not constitute Service Data.

11. GENERAL PROVISIONS.

Entire Agreement. These Terms of Service (including then current Policies), together with the Order Form and, if any, all Work Orders, constitute the entire agreement, and supersede all prior negotiations, understandings or agreements (oral or written), among the parties regarding the subject matter hereof (and all past dealing or industry custom). Any additional, different or inconsistent terms on any related purchase order, even if signed by the parties hereafter, shall have no effect under these Terms of Service. In the event of any conflict or inconsistency between the terms set forth in these Terms of Service and the Order Form, the terms in the Order Form shall control as between Add Your Labs and Customer. Except as expressly provided herein, no change, consent or waiver under these Terms of Service will be effective unless in writing and signed by the party against which enforcement is sought. The failure of any party to enforce its rights under these Terms of Service at any time, for any period will not be construed as a waiver of such rights, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy. If any provision of these Terms of Service is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that these Terms of Service will otherwise remain in full force and effect and enforceable. These Terms of Service are in English only, which language shall be controlling in all respects. No version of these Terms of Service in another language shall be binding or of any effect.

Governing Law. The parties' rights and obligations under the Order Form, Work Orders and these Terms of Service shall be governed by and construed in accordance with the laws of the State of Illinois, USA, without regard to its conflicts of law provisions. In the event of any conflict between US and foreign laws, regulations and rules, US laws, regulations and rules shall govern. Neither the United Nations Convention on Contracts for the International Sale of Goods nor the implementation of the Computer Information Transactions Act in any jurisdiction shall apply to these Terms of Service.

Dispute Resolution. A printed version of these Terms of Service (and any Policy) and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Service, Order Form, Work Order or these Terms of Service (including any Policy) to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Customer and Add Your Labs agree that any claim or cause of action arising out of or related to the Service, Order Form, Work Order or these Terms of Service (including any Policy) must be commenced within one year after the claim or cause of action arose. Otherwise, such claim or cause of action is permanently barred.

Except that either party may seek an injunction or other equitable relief from any court of competent jurisdiction (as described below), all disputes between the parties arising out of or in relation to or in connection with the Service, Order Form, Work Order or these Terms of Service (including any Policy)

shall be settled by binding arbitration in accordance with the JAMS streamlined arbitration rules and procedures then in force, by one neutral arbitrator appointed in accordance with the rules. The arbitration shall take place in DuPage County Illinois, USA. The proceedings shall be in English, all evidence shall be in English (or translated into English) and the governing law shall be as set forth herein. The arbitrator's decision shall be in writing and shall comply with all terms and conditions in the applicable version of these Terms of Service and the Order Form. The decision and award rendered shall be final and binding on all parties. The parties acknowledge and agree that the Terms of Service and any award rendered pursuant hereto shall be governed by the UN Convention on the Recognition and Enforcement of Foreign Arbitral Awards. Judgment on the award may be entered in any court of competent jurisdiction.

ANY ARBITRATION UNDER THESE TERMS OF SERVICE WILL TAKE PLACE ONLY ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. CUSTOMER AND ADD YOUR LABS UNDERSTAND AND AGREE THAT BY ENTERING INTO THE ORDER FORM, WORK ORDER, AND THESE TERMS OF SERVICE, EACH PARTY IS WAIVING THE RIGHT TO TRIAL BY JURY AND TO PARTICIPATE IN A CLASS ACTION.

Use of the Service is not authorized in any jurisdiction that does not give effect to all provisions of the Terms of Service, including without limitation, this section.

International Use. Add Your Labs makes no representation or warranty that the Service is appropriate or legally available for use in locations outside the United States, and accessing and using the Service is prohibited from places where doing so would be illegal. Accessing or using the Service from other locations may be done at Customer's or applicable User's own initiative and Customer or such User shall be liable for compliance with all local laws. Customer hereby expressly consents to Add Your Labs's processing of Service Data in accordance with these Terms of Service. Customer understands and agrees that Service Data may be stored and processed in (or transferred from) the country where it was collected and the United States, and that United States laws regarding the collection, storage, processing and onward transfer of information may be less stringent than the laws where Customer is located. Customer agrees that each person who accesses or uses the Service through its Account or his/her credentials (and each person whose information is included in Service Data) has given express consent to the collection, storage, processing, transfer, distribution, display and use of his or her personal data as provided herein.

Remedies. Except as expressly specified otherwise herein, each right and remedy in these Terms of Service are in addition to any other right or remedy, at law or in equity. Each party agrees that, in the event of any breach or threatened breach of Section 5 or 6, the non-breaching party will suffer irreparable damage for which it will have no adequate remedy at law. Accordingly, the non-breaching party shall be entitled to injunctive and other equitable remedies to prevent or restrain such breach or threatened breach, without the necessity of proving actual damages or posting any bond.

Notices. Except as otherwise stated in these Terms of Service, Order Form or Work Order, all notices under these Terms of Service will be in writing, in English and delivered to the parties at their respective addresses (email is sufficient) stated herein or in the Order Form, or at such other address designated by written notice. Notices will be deemed to have been duly given and effective: when receipt is electronically confirmed, if transmitted by facsimile or email; or when received, if personally delivered or sent by overnight courier or certified or registered mail, return receipt requested.

Notices to Add Your Labs should be sent to the following address: Add Your Labs, Attn: CEO, 133 E Ogden, Suite 100, Hinsdale, IL 60521 USA, support@AddYourLabs.io

Publicity. Customer hereby consents to inclusion of its name and logo in customer lists and presentation materials that may be published and distributed as part of Add Your Labs's marketing and promotional efforts. From time to time upon request, Customer agrees to provide Add Your Labs with reasonable cooperation and assistance in connection with other marketing efforts (such as, for example, by acting as a reference, issuing press releases and providing written or videotaped customer testimonials and case studies, with statements attributed to a named employee of Customer). Except for the foregoing or as required by any applicable law or regulation, neither Customer its Users, nor Add Your Labs may issue any press release or other public announcement concerning the arrangements under these Terms of Service, or use the other party's names, trademarks or logos, without the applicable other party's prior written consent, not to be unreasonably delayed, conditioned or withheld.

Assignment. These Terms of Service and the performance contemplated hereunder are specific to each Customer and Customer shall not have the right or ability to subcontract, delegate, assign or otherwise transfer any rights or obligations under this Agreement without the prior written consent of Add Your Labs. The Order Form, Work Order, these Terms of Service and the rights and obligations therein and herein may not be assigned, in whole or in part, by Customer or Add Your Labs without the other's prior written consent, not to be unreasonably withheld. However, without consent, Add Your Labs may subcontract performance of all or any part of the Service or Work, and Add Your Labs and Customer may assign these Terms of Service together with the Order Form and/or Work Order (but not separately), and all of its rights and obligations hereunder and thereunder, to any of its affiliates or to any successor to all or substantially all of its business which concerns the Agreement (whether by sale of assets or equity, merger, consolidation, reorganization or otherwise). The Order Form, Work Order and these Terms of Service (including under the BAA and other Policies) shall be binding upon, and inure to the benefit of, the successors, representatives and permitted assigns of the parties.

Force Majeure. No party shall be liable for any delay or failure in performing its obligations hereunder that arises out of any cause, condition or circumstance beyond its reasonable control.

Independent Contractors. The parties shall be independent contractors under the Order Form, Work Order and these Terms of Service (including under the BAA and other Policies), and nothing herein will constitute either party as the employer, employee, agent or representative of the other party, or both parties as joint venturers or partners for any purpose; provided, the foregoing is not intended to modify or limit any prior employment or other arrangement between Customer and any of its Users.

Government. Products within the Add Your Labs IP are commercial products, developed solely at private expense and proprietary to Add Your Labs.io, Inc. and its licensors. If Customer is an agency, department or other entity of the United States Government or if any User is accessing and using the Service on behalf of or for the benefit of any such entity, then the use, duplication, reproduction, modification, release, disclosure or transfer of Add Your Labs IP is restricted in accordance with FAR 12.212 for civilian agencies and DFAR 227.7202 for military agencies. The Platform is "commercial computer software", the documentation is "commercial computer software documentation", and their use is further restricted in accordance with these Terms of Service.