

LABSTATS

TERMS OF SERVICES

These Terms of Service (“Terms”) constitute a legal agreement between the person or organization agreeing to these Terms (“Customer”) and Labstats, a business unit of Cordance Operations LLC, Delaware limited liability company (the “Company”). By signing an Order, accepting these Terms, or using the Services, Customer represents that Customer has the authority to bind the Customer to the Order, these Terms, and any applicable schedules, exhibits, or appendices incorporated or referenced herein.

1. DEFINITIONS

- 1.1. “Affiliate” of a party means an entity which, directly or indirectly is controlled by, controls or is under common control with that party where “control” of the party or other entity is the possession of the power to direct or cause the direction of the management and policies of the party or other entity, whether by voting, contract or otherwise.
- 1.2. “Agreement” means the Order, these Terms of Service including all referenced schedules, exhibits, or appendices hereto, and any mutually executed agreements incorporated herein by reference. No provisions of either party’s pre-printed purchase orders (other than the Order), acknowledgements, or click-through terms may modify this Agreement, and such other or additional terms or conditions are void and of no effect.
- 1.3. “Customer Content” means content, data, and information, including text, graphics, videos, or other material, submitted, uploaded, imported, or otherwise provided to or through the Services by Customer or by a third party on behalf of or for the benefit of Customer, including Customer’s customers, prospective customers, and Users of the Services.
- 1.4. “Documentation” means Company’s then-current generally available documentation, specifications, and user manuals for the Product which are available upon login to the Services or on its website, as well as any documentation included in or attached to this Agreement.
- 1.5. “Products” means the Company’s Services, professional services and or Software products listed on the Order.
- 1.6. “Services” has the meaning provided in Section 2.1.
- 1.7. “Software” means the Company’s software application(s) provided by Company, in object code form, to Customer to install and run on Customer’s computer(s).

1.8. "User" means an individual employee, consultant, contractor, student, alumni, or agent of Customer who has been authorized by Customer to use the Services on behalf of Customer and/or its Affiliates.

2. ACCESS AND USE OF PRODUCTS.

2.1. Company's Provision of the Services. If Customer's Order includes Company's software-as-a-services offerings (the "Services"), Company will make the Services available to Customer pursuant to the terms of the Agreement, and the Documentation. Company grants Customer a limited right to access and use the Services and Documentation only for Customer's internal purposes. Customer's Affiliates, third party agents, contractors or service providers may use the Services or Documentation as Users under Customer's account, provided that Customer takes full responsibility for such third parties' compliance with this Agreement. Company will use commercially reasonable efforts to make the Services available 24x7. Customer acknowledges that its use of the Services requires third-party hardware, software, internet and/or telecommunications access (which may involve extra charges), and that Customer's ability to access and use the Services may be affected by Customer's choices and the performance of these products and services.

2.2. Limitations on Customer Use. By using Company's Services, Customer agrees on behalf of itself, its Affiliates and Users, not to (i) modify, prepare derivative works of, or reverse engineer, the Services; (ii) access or use the Services or Documentation for any competitive purpose; (iii) use the Services in a way that abuses or disrupts its networks, user accounts, or the Services; (iv) transmit through the Services any harassing, indecent, obscene, or unlawful material; (v) market, or resell the Services to any third party; (vi) use the Services in violation of applicable laws, or regulations; (vii) use the Services to send unauthorized advertising, or spam; (viii) harvest, collect, or gather user data without their consent; (ix) transmit through the Services any material that may infringe the intellectual property, privacy, or other rights of third parties; or (x) use the Services to commit fraud or impersonate any person or entity.

2.3. License to Software. If Customer's Order includes Software, Company grants Customer a non-exclusive license to download and install an object code copy of the Software on Customer's devices up to the maximum number of licenses stated on Customer's Order. Customer may only use the Software during the Term (as defined below) and only for Customer's own internal business purposes. If Customer installs more copies than the maximum number of licenses on Customer's Order, Customer will automatically be locked out of its account until Customer purchases additional licenses. Once Customer has, Company's support team will help restore Customer's account. Customer agrees to use commercially reasonable efforts to install and use Company's most current version/release of the Software. Customer agrees on behalf of itself, its Affiliates and Users, not to (i) decompile, modify, prepare derivative works of, or reverse engineer, the Software; (ii) use the Software or Documentation for any competitive purpose; (iii) knowingly or negligently use the Software in a way that abuses or disrupts Company's networks, user accounts, or the Services; (iv) market, or resell the use of the

Software to any third party; (v) use the Software in violation of applicable laws, or regulations; or (vi) use the Software to commit fraud or impersonate any person or entity.

- 2.4. Changes to Products. Company reserves the right to enhance, upgrade, improve, modify or discontinue features of the Products as Company deems appropriate and in its discretion. Company will not materially reduce the core functionality or discontinue any Product unless Company provides Customer with prior written notice. Company may offer additional functionality to its standard Products or premium feature improvements for an additional cost.
- 2.5. Registration for the Services. Customer's Users may be required to provide information about themselves to register for and/or use certain Services. Customer agrees that any such information will be accurate. Customer's Users may also be asked to choose a username and password. Customer is entirely responsible for maintaining the security of those usernames and passwords and agree not to disclose such to any third party.
- 2.6. Responsibility for Users. Customer is responsible for the activities of all Users who access or use the Software or the Services through Customer's account, and agrees to ensure that any such Users will comply with the terms of this Agreement. If Customer becomes aware of any violation of this Agreement in connection with use of the Services by any person, please contact Company.
- 2.7. Training. At mutually agreeable dates and times, Company will provide standard virtual implementation and training of Customer's administration team on a reasonable, as needed basis for the set-up fee specified in the Order. Training does not include customized training, onsite training, or end-user training. These additional services can be purchased via a mutually executed SOW (as defined below).
- 2.8. Support and Maintenance. Company will, at no additional charge, provide standard customer support for the Services and Software, available by contacting Company at <https://support.labstats.com>.
- 2.9. Professional Services. Company will, upon execution of a mutually agreed Statement of Work ("SOW") provide professional services as mutually agreed by the parties.

3. ORDERS, FEES AND PAYMENT.

- 3.1. Orders. Customer's order for Product is detailed in an executed Order, quote, statement of work or similar document (each, an "Order"). Customer may order Products using the then-current ordering processes. All Orders are effective on the earlier of (i) the date Customer submits its Order, or (ii) the date on the signature block of the Order ("Effective Date"). Acceptance of Customer's Order may be subject to verification and credit approval process. Each Order will be treated as a separate and independent Order.
- 3.2. Fees and Payment. Customer agrees to pay all applicable, undisputed fees for the Products on the terms set forth in the Order, this Agreement, or Customer's invoice. Unless otherwise specified in the Order or invoice, Customer agrees to pay all undisputed fees within 30 days of the date thereof. Except as set forth in Sections 4.3 and 8 below, any payments Customer makes to Company for access to the Product are final and non-refundable. Customer is responsible for all fees and charges imposed by third parties such as hardware, software, internet, voice and/or data transmission providers related to Customer's access and use of the Products. Customer is responsible for providing accurate and current billing, contact and payment information to Company. Customer agrees that

Company may charge Customer's payment card or bill Customer for all amounts due for Customer's use of the Products and take steps to update Customer's payment card information (where permitted) to ensure payment can be processed. Customer agrees that Customer's credit card information and related personal data may be provided to third parties for payment processing and fraud prevention purposes. Company may suspend or terminate Customer's use of the Product if at any time Company determines that Customer's payment information is inaccurate or not current, and Customer is responsible for fees and overdraft charges that Company may incur when Company charges Customer's card for payment. Company reserves the right to update the fees for Products annually after Customer's Initial Term. Company will give Customer notice of any fee change at least 30 days in advance of such change.

- 3.3. Taxes and Withholdings. Customer is responsible for all applicable sales, services, value-added, goods and services, withholding, tariffs, or any other similar taxes or fees (collectively, "Taxes and Fees") imposed by any government entity or collecting agency based on the Products, except those taxes and fees based on its net income, or Taxes and Fees for which Customer has provided an exemption certificate. In all cases, Customer will pay the amounts due under this Agreement to Company in full without any right of set-off or deduction.
- 3.4. Disputes; Delinquent Accounts. Customer must notify Company of any fee dispute within 15 days of the invoice date, and once resolved, Customer agrees to pay those fees within 15 days. Company may, on 10 days' notice to Customer, suspend Customer's use of the Products if Customer does not pay undisputed fees by their due date, and Customer agrees to reimburse Company for all reasonable costs and expenses, including overdraft charges, collection costs and attorneys' fees, incurred in collecting delinquent amounts. Customer further agrees that Company may collect interest at the lesser of 1.5% per month or the highest amount permitted by law on any amounts not paid when due.

4. TERM AND TERMINATION.

- 4.1. Term. The initial term commitment for Customer's purchase of Products will be as specified in the Order ("Initial Term") and begins on the Effective Date. If the Order is silent, the Initial Term will be 12 months. After the Initial Term, the Term will automatically renew for additional 12-month periods ("Renewal Terms"), unless either party provides notice of non-renewal at least 30 days before the current term expires. Terminating use of a specific Product does not affect the term of any other Product still in effect.
- 4.2. Termination for Cause. Either party may terminate the Agreement (i) if the other party breaches its material obligations and fails to cure within 30 days of receipt of written notice, or (ii) where permitted by applicable law, if the other party becomes insolvent or bankrupt, liquidated or is dissolved, or ceases substantially all of its business.
- 4.3. Effect of Termination. If the Agreement or the Order(s) for any Products is terminated, Customer will immediately discontinue all use of the terminated Product, except that Company will provide Customer

with limited access to the Product for a period of at least 60 days solely to enable Customer to retrieve its Customer Content from the Product. Unless otherwise agreed in writing, Company has no obligation to maintain Customer Content after the agreed upon retention period. Upon Customer's request made before the end of such 60-day period, Company will securely destroy Customer Content. Termination of the Agreement, and termination will not affect any claim arising prior to the termination date. If Company discontinues a Product or materially reduces the core functionality in accordance with Section 2.4 above, and Customer elects to terminate the affected Product or this Agreement, Company will provide Customer with a pro rata refund of any prepaid, unused fees. Notwithstanding anything to the contrary herein, the terms of this Agreement will continue to apply to any Product(s) that are still in effect.

4.4. Survival. Upon termination of the Agreement, any provision which, by its nature or express terms should survive, will survive such termination or expiration.

5. PROPRIETARY RIGHTS.

5.1. Company's Proprietary Rights and Marks. Customer acknowledges that Company or its licensors retain all proprietary right, title and interest in the Products, all Documentation its name, logo, or other marks (together, the "Marks"), and any related intellectual property rights, including, without limitation, all modifications, enhancements, derivative works, and upgrades thereto. Except for the express limited rights set forth in this Agreement, no right, title or interest in Company's Products, Documentation, or Marks is granted to Customer. Customer agrees that it will not use or register any trademark, service mark, business name, domain name or social media account name or handle which incorporates in whole or in part Company's Marks or is similar to any of these.

5.2. Customer Content. Customer retains all rights to its Customer Content and is solely responsible for the Customer Content sent or transmitted by Customer or displayed or uploaded by Customer in using the Services and for compliance with all laws pertaining to the Customer Content, including, but not limited to, laws requiring Customer to obtain the consent of a third party to use the Customer Content and to provide appropriate notices of third-party rights. Customer hereby grants Company a worldwide, royalty-free, non-exclusive license to use, modify, reproduce, and distribute Customer Content in order to provide and operate the Services. Company will not view, access, or process any Customer Content, except: (x) as authorized or instructed by Customer or Customer's Users in this Agreement or in any other agreement between the parties, or (y) as required to comply with its policies, applicable law, or governmental request.

5.3. Feedback. Customer agrees that Company will have a fully paid-up, royalty-free, worldwide, transferable, sub-licensable, assignable, irrevocable, and perpetual license to implement, use, modify, commercially exploit, incorporate into the Products or otherwise use any suggestions, enhancement requests, recommendations or other feedback Company receives from Customer, its Affiliates and Users ("Feedback"). Company also reserves the right to seek intellectual property protection for any

features, functionality or components that may be based on or that were initiated by Customer's Feedback.

5.4. Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Customer acknowledges and agrees that Company may collect and compile data and information related to Customer's use of the Services to be used by Company in an aggregated and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services ("Aggregated Statistics"). As between Company and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Company. Customer agrees that Company may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law, provided that such Aggregated Statistics do not identify Customer or its Customer Content.

5.5. Publicity. Customer agrees that Company may use Customer's name and logo, and refer to Customer in its promotional or marketing materials and its website, lists and business presentations.

6. DATA PRIVACY AND SECURITY.

6.1. Security Safeguards. Each party will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of its Customer Content and any associated personal data that is collected and/or processed through the Services. On Company's part, those safeguards will include commercially reasonable measures designed to prevent unauthorized access, use, modification, deletion, and disclosure of Customer Content. Customer (not Company) bears sole responsibility for adequate security, protection, and backup of Customer Content when in Customer's or its representatives' or agents' possession or control.

6.2. Sub-processors. Customer acknowledges and agrees that Company may use sub-processors to help provide the Service who may access Customer Content and any associated personal data, to provide, secure and improve the Services. Before sharing Customer Content with any of its sub-processors, Company will ensure that the sub-processor maintains, at a minimum, commercially reasonable data practices for maintaining the confidentiality and security of Customer Content and preventing unauthorized access. Company will be responsible for the acts and omissions of such sub-processors to the same extent that Company would be responsible if Company were performing the Services.

6.3. Data Protection Laws. To the extent that its provision of the Services involves the processing of Personal Data under applicable data protection law, the parties agree that Customer will be deemed to be the Data Controller, and Company will be deemed to be the Data Processor, as those terms are

understood under the applicable data protection law. For the purposes of this Agreement, the term “Personal Data” means any information relating to an identified or identifiable natural person where an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as name, an identification number, location data, an online identifier or to one or more factors specific to their physical, physiological, mental, economic, cultural or social identity of that natural person.

6.4. State Privacy Laws. To the extent that Customer Content contains “personal information” that is subject to the California Consumer Privacy Act of 2018, its implementing regulations, and any amendments thereto (collectively, the “CCPA”), or any other substantially similar state privacy laws, Company agrees that it will comply with all such laws and process such personal information as a service provider (as defined under the CCPA) and will not (a) retain, use or disclose personal information for any purpose other than the purposes set out in this Agreement and/or as permitted by the CCPA; or (b) “sell” (as defined and understood within the requirements of the CCPA) personal information.

7. CONFIDENTIALITY.

7.1. “Confidential Information” means all information that is identified as confidential at the time of disclosure by the Disclosing Party or should be reasonably known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. Customer Content will be deemed Confidential Information of Customer without any marking or further designation. The Products and Documentation, any related intellectual property rights, and the terms and conditions of this Agreement will be deemed Confidential Information of Company without any marking or further designation. Confidential Information will not include information that the Receiving Party can demonstrate: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information.

7.2. Each party (as “Receiving Party”) will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the other party (the “Disclosing Party”) for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. If Receiving Party is required by law or court order to disclose Confidential Information, then Receiving Party will, to the extent legally permitted, provide Disclosing Party with advance written notification, and cooperate in any effort to obtain confidential treatment of the Confidential

Information. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party, the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

- 7.3. FERPA. The Parties acknowledge that (a) Customer Content may include personally identifiable information from education records that are subject to FERPA ("FERPA Records"); and (b) to the extent that Customer Data includes FERPA Records, Company will be considered a "School Official" (as that term is used in FERPA and its implementing regulations) and the Parties will comply with FERPA.

8. WARRANTIES.

Company provides its Services using a commercially reasonable level of care. Company warrants that the Products will materially conform to their documentation under normal use. Company's entire liability and Customer's exclusive remedy under this warranty will be, at Company's sole option and subject to applicable law, to provide conforming Products, or to terminate Customer's use of the non-conforming Product and provide a pro-rated refund of any prepaid fees from the date Customer notifies Company of the non-conformance through the end of the remaining term. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, COMPANY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT REPRESENT OR WARRANT THAT (i) THE USE OF COMPANY'S PRODUCTS WILL BE TIMELY, UNINTERRUPTED OR ERROR FREE, OR OPERATE IN COMBINATION WITH ANY SPECIFIC HARDWARE, SOFTWARE, SYSTEM OR DATA, OR (ii) COMPANY'S PRODUCTS WILL MEET CUSTOMER'S SPECIFIC REQUIREMENTS.

9. INDEMNIFICATION.

- 9.1. Company's Indemnity. Company will indemnify and defend Customer against any third-party claim alleging that any of the Services infringes upon any patent or copyright, or violates a trade secret of any such third-party (an "IP Claim"), and Company agrees to pay reasonable attorney's fees, court costs, damages finally awarded, or reasonable settlement costs with respect to any such claim. **This Section 9.1 describes Company's sole obligations in the event of an IP Claim, and Customer's sole remedies.** Customer will promptly notify Company of any claim and cooperate with Company in defending the claim. Company will reimburse Customer for reasonable expenses incurred in providing any cooperation or assistance. Company will have full control and authority over the defense and settlement of any claim, except that: (i) any settlement requiring Customer to admit liability requires prior written consent, not to be unreasonably withheld or delayed, and (ii) Customer may join in the defense with its own counsel at its own expense.

- 9.1.1. If (i) Company becomes aware of an actual or potential IP Claim, or (ii) Customer provides Company with notice of an actual or potential IP Claim, Company may (or in the case of an

injunction against Customer, will), at Company's sole option and determination: (a) procure for Customer the right to continue to use the Services; or (b) replace or modify the Services with equivalent or better functionality so that Client's use is no longer infringing; or (c) if (a) or (b) are not commercially reasonable, terminate provision of the Services and refund to Customer any pre-paid Service fees for any periods after the termination of the Service, less any outstanding moneys owed by Customer to Company.

9.1.2. The obligations in Sections 9.1 do not extend to (i) any IP Claim based upon infringement or alleged infringement of any patent, trademark, copyright or other intellectual property right by the combination of the Services with other products, software or services not provided by Company; (ii) any IP Claim related to any Customer Content, or (iii) any IP Claim related to any use or exercise of any other right in respect to the Service outside the scope of the rights granted in this Agreement.

9.2. Customer's Indemnity. Unless prohibited by applicable law, Customer will indemnify and defend Company against any third-party claim resulting from a breach of Sections 2.6 or 5.2 or alleging that any of its Customer Content infringes upon any patent or copyright, or violates a trade secret of any party, and Customer agrees to pay reasonable attorney's fees, court costs, damages finally awarded, or reasonable settlement costs with respect to any such claim. Company will promptly notify Customer of any claim and cooperate with Customer in defending the claim. Customer will reimburse Company for reasonable expenses incurred in providing any cooperation or assistance. Customer will have full control and authority over the defense and settlement of any claim, except that: (i) any settlement requiring Company to admit liability requires prior written consent, not to be unreasonably withheld or delayed, and (ii) Company may join in the defense with its own counsel at its own expense.

10. LIMITATION ON LIABILITY.

10.1. LIMITATION ON LIABILITY. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON FOR ANY PUNITIVE, INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL LOSS, EXEMPLARY DAMAGES, OR DAMAGES ARISING OUT OF OR RELATING TO: (i) LOSS OF DATA, (ii) LOSS OF INCOME, (iii) LOSS OF OPPORTUNITY, OR (iv) CUSTOMER'S LOST PROFITS, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR VIOLATION OF STATUTE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY.

10.2. LIMITATION ON AMOUNT OF LIABILITY. EXCEPT FOR A PARTY'S BREACH OF SECTIONS 2.3, 5.1, 5.2, 7, A PARTY'S INDEMNIFICATION OBLIGATION UNDER SECTION 9, OR A PARTY'S GROSS NEGLIGENCE, WILLFUL MIDCONDUCT OR FRAUD, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL CUMULATIVE LIABILITY OF EITHER PARTY AND THEIR

RESPECTIVE LICENSORS AND SUPPLIERS ARISING OUT OF THIS AGREEMENT IS LIMITED TO THE SUM OF THE AMOUNTS PAID FOR THE APPLICABLE SERVICE DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY. THE FOREGOING DOES NOT LIMIT CUSTOMER'S OBLIGATIONS TO PAY ANY UNDISPUTED FEES AND OTHER AMOUNTS DUE UNDER THIS AGREEMENT.

11. COMPLIANCE WITH LAWS. In connection with the performance, access and use of the Products under the Agreement, each party agrees to comply with all applicable laws, rules and regulations including, but not limited to export, privacy, data protection and anti-bribery laws and regulations. Each party represents that it is not named on any U.S. government denied-party list. Further, Customer will not permit its users to access or use any Service or Product in a U.S. embargoed country or in violation of any U.S. export law or regulation. If necessary and in accordance with applicable law, Company will cooperate with local, state, federal and international government authorities with respect to the Products. If access to the Products or the Documentation are acquired by or on behalf of a unit or agency of the United States government, the government agrees that such Products or Documentation is “commercial computer software” or “commercial computer software documentation” and that, absent a written agreement to the contrary, the government’s rights with respect to such Products or Documentation are limited by the terms of this Agreement, pursuant to FAR § 12.212(a) and/or DFARS § 227.7202-1(a), as applicable. Notwithstanding any other provision in these Terms, Company may immediately terminate the Agreement for noncompliance with applicable laws.
12. SUSPENSION OF SERVICES. Company reserves the right to suspend Customer's use of the Products or restrict access or functionalities if (a) Company reasonably believe that Customer, its Affiliates or Users have materially violated this Agreement, or (b) Company reasonably determine that the security of its Products or infrastructure may be compromised due to hacking attempts, denial of service attacks, or other malicious activities. Unless legally prohibited, Company will use commercially reasonable efforts to notify Customer when taking any of the foregoing actions. Company will not be liable to Customer, its Affiliates or Users or any other third party for any such suspension of use or reduced functionality. Any suspected fraudulent, abusive, or illegal activity by Customer, its Affiliates or Users may be referred to law enforcement authorities at Company’s sole discretion.
13. ADDITIONAL TERMS.
- 13.1. Dispute Resolution. Each party agrees that before it seeks any form of legal relief (except for a provisional remedy as explicitly set forth below) it will provide written notice to the other party of the specific issue(s) in dispute (and reference the relevant provisions of the contract between the parties which are allegedly being breached). Within 30 days after such notice, knowledgeable executives of the parties will hold at least one meeting (in person or by video- or tele-conference) for the purpose of attempting in good faith, to resolve the dispute. The parties agree to maintain the confidential nature of all disputes and disagreements between them, including, but not limited to, informal negotiations, mediation, or arbitration, except as may be necessary to prepare for or conduct these

dispute resolution procedures or unless otherwise required by law or judicial decision. The dispute resolution procedures in this Section will not apply to claims subject to indemnification under Section 9 (Indemnification) or prior to a party seeking a provisional remedy related to claims of misappropriation or ownership of intellectual property, trade secrets or Confidential Information.

- 13.2. Governing Law and Jurisdiction. The Agreement will be governed by the laws of the State of Delaware without giving effect to applicable principles of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby. For any dispute not resolved by informal dispute resolution as prescribed under Section 13.1 above, each party agrees to the personal and exclusive jurisdiction of and venue in the federal and state courts located in Delaware and agrees to submit to personal jurisdiction in the State of Delaware. Furthermore, the parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of any court of the State of Delaware or any federal court sitting in the State of Delaware for purposes of any suit, action or other proceeding arising out of this Agreement.
- 13.3. No Jury. The parties hereby irrevocably waive any and all rights to a trial by jury in any action, suit or other proceeding arising out of or relating to the terms, obligations and/or performance of this agreement.
- 13.4. No Class Actions. Customer may only resolve disputes with Company on an individual basis and Customer agrees not to bring or participate in any class, consolidated, or representative action against Company or any of its employees or affiliates.
- 13.5. Assignment. Neither party may assign its rights or delegate its duties under the Agreement either in whole or in part without the other party's prior written consent, which will not be unreasonably withheld, except that either party may assign the Agreement to an affiliated entity, or as part of a corporate reorganization, consolidation, merger, acquisition, or sale of all or substantially all of its business or assets to which this Agreement relates without prior written consent. Any attempted assignment without consent will be void. The Agreement will bind and inure to the benefit of each party's successors or assigns.
- 13.6. Notices. Notices must be sent by personal delivery, overnight courier, or registered or certified mail. Company may also provide notice to the email last designated on Customer's account, electronically via postings on its website, in-product notices, or via its self-service portal or administrative center. Unless specified elsewhere in this Agreement, notices should be sent to Company at 16 W. Martin Street, Raleigh, NC 27601, Attn: President Cordance Operations LLC, LabStats Business Unit; with a copy to the attention of the legal department at the same address; e-mail: legal@cordance.co, and Company will send notices to the address last designated on Customer's account. Notice is given (a) upon personal delivery; (b) for overnight courier, on the second business day after notice is sent, (c) for registered or certified mail, on the fifth business day after notice is sent, (d) for email, when the email is sent, or (e) if posted electronically, upon posting.

- 13.7. Entire Agreement; Order of Precedence. This Agreement, including any applicable Order, SOW, schedules, exhibits, and appendices, set forth the entire agreement between Customer and Company relating to the Products and supersedes all prior and contemporaneous oral and written agreements, except as otherwise permitted. If there is a conflict between an executed Order, this Agreement, and the Documentation, in each case, as applicable, the conflict will be resolved in that order, but only for the specific Products described in the applicable Order. No modification or amendment to this Agreement will be effective unless mutually agreed in writing.
- 13.8. High-Risk Use. Customer understands that the Products are not designed or intended for use during high-risk activities which include, but are not limited to, use in hazardous environments and/or life support systems.
- 13.9. Third Party Services. The Products may provide the capability for Customer to link to or integrate with third party sites or applications separately accessed by Customer and not purchased from Company. Company is not responsible for and does not endorse such services. Customer has sole discretion whether to purchase or connect to any third-party services and Customer's use is governed solely by the terms for those services.
- 13.10. Beta Services. Company may offer Customer access to beta services that are being provided prior to general release ("Beta Services"). Customer understands and agrees that the Beta Services may contain bugs, errors and other defects, and use of the Beta Services is at Customer's sole risk. Customer acknowledges that its use of Beta Services is on a voluntary and optional basis, and Company has no obligation to provide technical support and may discontinue provision of Beta Services at any time in its sole discretion and without prior notice to Customer. These Beta Services are offered "AS-IS", and to the extent permitted by applicable law, Company disclaims any liability, warranties, indemnities, and conditions, whether express, implied, statutory or otherwise. If Customer is using Beta Services, Customer agrees to receive related correspondence and updates from Company and acknowledges that opting out may result in cancellation of Customer's access to the Beta Services. If Customer provides Feedback about the Beta Services, Customer agrees that Company owns any Feedback that Customer shares with Company. For Beta Services only, these Terms supersede any conflicting terms and conditions in the Agreement, but only to the extent necessary to resolve conflict.
- 13.11. Changes. Company reserves the right to propose changes to this Agreement that are generally applicable to all customers at any time and will, if such changes are material, provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at its sole discretion. By continuing to access or use Company's Products after any revisions become effective, Customer agrees to be bound by the revised terms of the Agreement. If Customer does not agree to the new terms, Customer is no longer authorized to use the Products. In the event of a material change of terms, Customer may terminate the Agreement by giving

Company written notice within 30 days of Company's notice of the change of terms and Company will refund to Customer any pre-paid fees that are applicable to the period after such termination.

13.12. General Terms. If any term of this Agreement is not enforceable, this will not affect any other terms. Both parties are independent contractors and nothing in this Agreement creates a partnership, agency, fiduciary or employment relationship between the parties. No person or entity not a party to the Agreement will be a third-party beneficiary or have the right to modify the Agreement or to make commitments binding on Company. Failure to enforce any right under the Agreement will not waive that right. The Agreement may be agreed to online or executed by electronic signature and in one or more counterparts. No party will be responsible for any delay or failure to perform under the Agreement due to force majeure events (e.g., natural disasters; terrorist activities, activities of third-party service providers, labor disputes; and acts of government) and acts beyond a party's reasonable control, but only for so long as those conditions persist.