

MVA TERMS AND CONDITIONS OF USE AND LICENSE

1. This Is a Contract. Read It. This is a contract between you (“**You**”) and MVA Diagnostics, Inc., its holding companies, subsidiaries and or sister corporations, (“**MVA**”). Your use of the MVA’s website or the “**Website**”) and its web-based services (the “**Services**”) is governed by this contract. If You also download the XQOhm app (the “**App**”), your use of the app will be governed by license, the terms of which are also set forth herein.

By (1) using and/or visiting App or Website (including all content available on or through the www.mvadiagnostics.com domain name) and/or (2) clicking on “I Agree” if you elect to subscribe to the services, download the app or both, You signify your assent to both this terms and conditions of use and license (the “**Terms and Conditions of Use and License**” or “**Agreement**”) and the MVA privacy policy (the “**privacy policy**”), which is available at www.mvadiagnostics.com, which is incorporated herein by reference. **If You do not agree to any of these terms or policies, then do not click on “I Agree” or otherwise use the website or services.**

If You have paid money to MVA, the owner and operator of XQOhm and mvadiagnostics.com, for the use of its Website and App prior to reviewing these terms and conditions of use and license and You now disagree with them, please contact MVA at sales@mvadiagnostics.com about obtaining a refund. Please print out a copy of this document now and retain it for your future reference as it will become a binding contract when you click on “I Agree” or continue to use or browse the site at XQOhm or mvadiagnostics.com.

If you are entering into this agreement on behalf of a company or other legal entity, You represent that You have the authority to bind such entity and its affiliates to these terms and conditions of use and license, in which case the terms “**You**” or “**Your**” shall refer to such entity and its affiliates. If You do not have such authority, or if You do not agree with these terms and conditions of use and license, You must not accept this agreement and may not use the services, the website or the app. please contact “sales” at sales@mvadiagnostics.com to discuss negotiating an alternative form of contract.

We encourage You to review this agreement with Your lawyer before accepting these terms. Please also print out a copy of this agreement when You accept it and keep the copy with Your other important papers.

This Agreement was last updated on January 31, 2020. It is effective between You and MVA as of the date and time in our location when you click on the “I Accept” button or otherwise accept this Agreement by continuing to use the Website.

2. Use of the Services.

A. The Services consist in whole or in part of software running remotely on servers controlled by MVA. You have no right to receive either an object code or source code

version of the software operating on the remote servers. Your usage rights are constrained by this Agreement and are limited to accessing the services via a designated portal using username(s) and password(s) provided to you by MVA in MVA's sole discretion.

B. Our Responsibilities. MVA shall: (i) provide to You basic support for the Services at no additional charge; (ii) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which MVA shall attempt to give at least 24 hours' notice via our web site, it@mvadiagnostics.com, and which we shall attempt to schedule to the extent practicable during the weekend hours from 6:00 p.m. Eastern time Saturday to 6:00 a.m. Eastern time Sunday), or (b) any unavailability caused by circumstances beyond our reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, or internet service provider failures or delays or other systemic Internet issues; and (iii) provide the Services only in accordance with applicable laws and government regulations.

C. Your Responsibilities. You shall (i) be solely responsible for the accuracy, quality, integrity and legality of Your Data and of the means by which You acquired Your Data; (ii) prevent unauthorized access to or use of the Services, and notify us promptly of any such unauthorized access or use; and (iii) use the Services only in accordance with this Agreement and applicable laws and government regulations. You shall not (i) make the Services available to anyone other than an authorized user; (ii) sell, resell, rent or lease the Services; (iii) use the Services to store or transmit infringing, libelous, obscene or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy or intellectual property rights; (iv) use the Services to store or transmit malicious code; (v) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein; (vi) attempt or permit others to attempt to gain unauthorized access to the Services or their related systems or networks; or (vii) copy, reproduce, publicly perform or create derivative works based upon the Services or their documentation or templates or make or have made any feature or functionality of the Services.

D. Usage Limitations. The Services may be subject to other limitations, such as, for example, limits on server or cloud storage space or Internet bandwidth. We shall employ commercially reasonable efforts to apprise you of any such limitations. The Services notification information will enable You to monitor Your compliance with such limitations.

3. Fees for the Services and the App.

A. [Insert financial terms.]

4. Third-Party Sites and Linking.

A. The Website may contain links to third-party websites that are not owned or controlled by MVA. MVA has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites. In addition, MVA will not and cannot censor or edit the content of any third-party site. By using the Website, you expressly relieve MVA from any and all liability arising from your use of any third-party website. Accordingly, we

encourage you to be aware when you leave the Website and to read the terms and conditions and privacy policy of each other website that you visit. YOU MAY BE ASKED TO ENTER INTO CONTRACTS WITH THOSE THIRD-PARTY SITES OR THEIR OWNERS OR OPERATORS BY VIRTUE OF YOUR CLICKING ON A LINK ON THIS WEBSITE AND BEING TRANSPORTED TO THE EXTERNAL THIRD-PARTY SITE(S). YOU UNDERSTAND AND ACCEPT THE RISK OF PERHAPS BEING REQUIRED TO ENTER INTO SUCH THIRD-PARTY CONTRACTS AS A CONDITION OF YOUR RECEIVING THE SERVICES OFFERED BY THIS WEBSITE AND THE LINKED THIRD-PARTY SITES AND THAT MVA IS NOT RESPONSIBLE FOR YOUR ACTIONS OR INACTIONS IN CONNECTION WITH ANY THIRD-PARTY SITE.

B. To view or access all the features of the Website, your web browser may require additional third-party software, also known as plug-ins, add-ons, extensions, etc. MVA makes no warranties that this third-party software will be compatible with your computer and specifically disclaims any liability for direct or consequential damages that arise when you download, install, or use third-party software to access the content or features of the Website.

C. You may not obtain a username and password and thereafter access or use, or allow your agent or employee to access or use, the Services or Website or download the App if You are our direct competitor, except with our prior written consent, and only authorized persons may obtain or utilize issued usernames or passwords. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

5. Website Access.

A. MVA hereby grants you limited, revocable license to use the Website and/or App subject to your compliance with these Terms and Conditions of Use and License and further conditioned upon: (i) your use of the Website as permitted hereby is solely for your personal, noncommercial use; (ii) you will not copy or distribute any part of the Website in any medium without MVA's prior written authorization; (iii) you will not alter or modify any part of the Website other than as may be reasonably necessary to use the Website for its intended purpose; (iv) you will not register or obtain domain names, Twitter handles, Facebook pages, or Instagram, Pinterest or other social media accounts using or incorporating any MVA intellectual property, including but not limited to its trademarks; and (v) you will otherwise comply with the terms and conditions of these Terms and Conditions of Use and License.

B. In order to access some features of the Website and subscribe to the Services, you may have to create an account. You may never use another's account without MVA's permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify MVA immediately of any breach of security or unauthorized use of your account. Although MVA will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of MVA or others due to such unauthorized use.

C. You agree not to use or launch any automated system, including without limitation, “robots,” “spiders,” “offline readers,” etc., that accesses the Website in a manner that sends more request messages to the MVA servers in a given period of time than a human can reasonably produce in the same period by using a conventional web browser. Notwithstanding the foregoing, MVA grants the operators of public search engines permission to use automated systems to copy materials from the Website for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. MVA reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the Website, and not to use the communication systems provided by the Website for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Website with respect to their User Submissions (as defined below).

6. Rights in Data.

A. You hereby authorize and consent to the collection, storage and use, by MVA and its affiliates, partners and agents, of any information and data related to or derived from Your use of the Website, the Services or the App, and any information or data that You provide to MVA and its affiliates, partners and licensors (“**Data**”). As between MVA and You, You exclusively own all rights, title and interest in and to all of your Data. Other data generated by your use of the Services, Website or App shall be owned by us.

B. You grant MVA a non-exclusive, royalty-free, worldwide license to use Your Data to improve the Services. Without limiting the generality of the foregoing, the Data shall include, without limitation, the following types of information and data, in an aggregate (not user level) form: search requests, search results, patterns, referrer site information, data and suggestions based on user actions. Notwithstanding the foregoing, You shall not provide or disclose and the Information shall not include any information or data that is personally identifiable to You. The Data will be treated as being non-confidential and nonproprietary, and MVA assumes no obligation to protect confidential or proprietary information (other than personally identifiable information, per the Privacy Policy) from disclosure and will be free to reproduce, use, sell, license, and distribute the Data to others without restriction. MVA will also be free to use, monetize, sell, license and develop intellectual property out of and from any ideas, concepts, know-how or techniques contained in the Data for any purpose whatsoever including, without limitation, developing, manufacturing and marketing products and services incorporating such information.

7. Intellectual Property Rights. The content on the Website, except all User Submissions (as defined below), including without limitation, the text, software, metatags, scripts, graphics, photos, sounds, music, videos, interactive features and the like (“**Content**”) and the trademarks, service marks, trade dress and logos contained therein (“**Marks**”), are owned by or licensed to MVA, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Content on the Website is provided to you **AS IS and with all faults accepted** for your information and personal use only and may not be used,

copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. MVA reserves all rights not expressly granted in and to the Website and the Content. You agree not to engage in the use, copying, or distribution of any of the Content other than expressly permitted herein, including any use, copying, or distribution of User Submissions of third parties obtained through the Website for any commercial purposes. If you download or print a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security related features of the Website or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Website or the Content therein.

8. Term and Termination.

A. This Agreement commences on the date You accept it and continues until terminated as provided herein.

B. Term of Purchased Subscriptions. Subscriptions purchased by You commence on the date you click on “I Agree.” Except as otherwise specified or agreed, all subscriptions shall automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless we have given You written notice of a pricing increase at least 30 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter.

C. Termination. A party may terminate this Agreement for cause: (i) upon 30-days’ written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. We may also terminate this Agreement at any time on without notice to you.

D. Refund or Payment upon Termination. Upon any termination for cause by You, if applicable, MVA shall refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by MVA, You shall pay any unpaid fees covering the remainder of the term after the effective date of termination. In no event shall any termination relieve You of the obligation to pay any fees payable to MVA for the period prior to the effective date of termination.

9. User Submissions.

A. The Website may now or in the future permit the submission of photographs or other communications submitted by you and other users (“**User Submissions**”) and the hosting, sharing, and/or publishing of such User Submissions. You understand that whether or not such

User Submissions are published, MVA does not guarantee any confidentiality with respect to any submissions.

B. You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, you affirm, represent, and/or warrant that: (i) you own or have the necessary licenses, rights, consents, and permissions to use and authorize MVA to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by the Website and these Terms and Conditions of Use and License; and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person in the User Submission to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the User Submissions in the manner contemplated by the Website and these Terms and Conditions of Use and License. For clarity, you retain all of your ownership rights in your User Submissions. However, by submitting the User Submissions to the Website, you hereby grant MVA a worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, make, have made, sell, lease, rent, copy, reproduce, distribute, and prepare derivative works of, display, and publicly perform the User Submissions in connection with the Website and MVA's (and its successor's) business, including without limitation for promoting and redistributing part or all of the Website (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the Website a non-exclusive license to access your User Submissions through the Website, and to use, reproduce, distribute, prepare derivative works of, display and perform such User Submissions as permitted through the functionality of the Website and under these Terms and Conditions of Use and License.

C. In connection with User Submissions, you further agree that you will not: (i) submit material that is subject to protection under the copyright laws of the United States or any foreign country, protected by trade secret, or otherwise subject to third-party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant MVA all of the license rights granted herein; (ii) publish falsehoods or misrepresentations that could damage MVA or any third party; (iii) submit material that is unlawful, defamatory, libelous, threatening, harassing, hateful, sexually explicit, or racially or ethnically offensive, or that encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or otherwise be inappropriate; (iv) post advertisements or solicitations of business; or (v) impersonate another person. MVA does not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and MVA expressly disclaims any and all liability in connection with User Submissions. MVA does not permit copyright infringing activities and infringement of intellectual property rights on its Website, and MVA will remove all Content and User Submissions if properly notified that such Content or User Submission infringes on another's intellectual property rights pursuant to Section 9D below. MVA reserves the right to remove Content and User Submissions without prior notice. will also terminate a User's access to its Website, if they are determined to be a repeat MVA infringer. MVA will not be obligated to refund any unused portion of a listing, membership or subscription fee if an account is terminated for repeat copyright infringement. A repeat infringer

is a User who has been notified of infringing activity more than twice and/or has had a User Submission removed from the Website more than twice. MVA also reserves the right to decide whether Content or a User Submission is appropriate and complies with these Terms and Conditions of Use and License for violations other than copyright infringement and violations of intellectual property law, including, but not limited to, whether a User Submission is defamatory, excessively long, or otherwise violates these Terms and Conditions of Use and License. MVA may remove such User Submissions and/or terminate a User's access for uploading such material in violation of these Terms and Conditions of Use and License at any time, without prior notice and at its sole discretion.

D. In particular, if you are a copyright owner or an agent thereof and believe that any User Submission or other content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (“**DMCA**”) by providing our Copyright Agent with the following information in writing (see 17 U.S.C. 512(c)(3) for further detail):

(i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

(ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

(iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;

(iv) Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;

(v) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

(vi) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

E. MVA's designated Copyright Agent to receive notifications of claimed infringement is: it@mvadiagnostics.com See also <https://www.copyright.gov/dmca-directory/>.

F. You understand that when using the Website, you will be exposed to User Submissions from a variety of sources, and that MVA is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive,

any legal or equitable rights or remedies you have or may have against MVA with respect thereto, and agree to indemnify and hold MVA its Owners/Operators, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the Website.

G. MVA permits you to link to materials on the Website for personal, non-commercial purposes only and reserves the right to disable access to any site acting as the referring site, in MVA's sole discretion. In addition, MVA may provide a linking feature, which you may incorporate into your own personal, non-commercial websites for use in accessing the materials on the Website, provided that you include a prominent link back to the Website on the pages containing the MVA content. MVA reserves the right to discontinue any aspect of the Website at any time.

10. Unsolicited Idea Submission Policy. Please do not send unsolicited ideas to MVA including but not limited to ideas for advertising campaigns, promotions, products, product improvements, processes, materials, marketing plans, or product names. Neither MVA nor any of its employees accept or consider unsolicited ideas. This policy is intended to avoid misunderstandings or disputes when MVA's products, services, or marketing strategies seem similar to unsolicited ideas that were submitted to MVA.

If, despite our request that you not send us your ideas, you still send them, then regardless of what your submission states, the following terms shall apply to your submission: (1) you agree that your ideas will automatically become the property of MVA without compensation to you, and (2) you agree that MVA can use the ideas for any purpose and in any way—even give them to others—without compensation or acknowledgement to you. You accordingly hereby assign and agree to assign such to MVA, and you waive your moral rights to attribution and integrity as to any such unsolicited ideas.

When we wish to solicit your feedback on our services and products, we will do so through a dedicated portion of our Website or through another dedicated communication channel or process.

11. Warranty Disclaimer. ALTHOUGH MVA WILL USE COMMERCIALY REASONABLE EFFORTS TO STORE AND SECURE YOUR DATA, YOU MUST NOT RELY ON MVA AS THE SOLE SOURCE OR REPOSITORY OF ANY SUCH INFORMATION. MVA DISCLAIMS LIABILITY FOR YOUR FAILURE TO KEEP BACKUPS OF YOUR DATA.

YOU AGREE THAT YOUR USE OF THE WEBSITE, THE SERVICES AND THE APP SHALL BE AT YOUR SOLE RISK. THE WEBSITE, THE SERVICES AND THE APP ARE PROVIDED AND LICENSED "AS-IS" AND WITH ALL FAULTS ACCEPTED. TO THE FULLEST EXTENT PERMITTED BY LAW, MVA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. MVA MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE

WEBSITE'S. SERVICES' OR APP'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS WEBSITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT OF THE WEBSITE, THE SERVICES OR THE APP; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE WEBSITE, THE SERVICES OR THE APP; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE OR SERVERS; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY; OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, E-MAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE. MVA DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND MVA WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

12. Limitation of Liability. IN NO EVENT SHALL MVA, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT OF THE WEBSITE, SERVICES OR APP, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT MVA IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

The Website is controlled and offered by MVA from its facilities in the United States of America. MVA makes no representations that the Website is appropriate or available for use in other locations. Those who access or use the Website from other jurisdictions do so at their own volition and are responsible for compliance with local law.

13. Indemnity. You agree to defend, indemnify, and hold harmless _ MVA its parent company, officers, directors, affiliates, employees, and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Website, the Services or the App; (ii) your violation of any term of these Terms and Conditions of Use and License; (iii) your violation

of any third-party right, including without limitation any copyright, patent, trademark, property, or privacy right; or (iv) any claim that one of your User Submissions caused damage to a third party. This defense and indemnification obligation will survive these Terms and Conditions of Use and License and your use of the Website, the Services or the App.

14. Ability to Accept Terms and Conditions of Use and License. You affirm that you are either 18 or more years of age on the date at your location at which you click on “I Agree,” are an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms and Conditions of Use and License, and to abide by and comply with these Terms and Conditions of Use and License.

15. Assignment. These Terms and Conditions of Use and License, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by MVA without restriction.

16. General.

A. You agree that: (i) the Website is to be deemed to be based solely in Idaho, USA; and (ii) the Website is to be deemed a passive website that does not seek to purposefully avail itself of the benefits and privileges of doing business in any state other than Idaho and thus does not give rise to personal jurisdiction over MVA, its owners, members, officers, directors, employees or agents, either specific or general, in jurisdictions other than West Virginia. These Terms and Conditions of Use and License shall be governed by the internal substantive laws of the State of West Virginia, without respect to its conflict of laws principles. Any claim or dispute between you and MVA that arises in whole or in part from the Website shall be decided exclusively by a court of competent jurisdiction located in Ohio County, West Virginia. These Terms and Conditions of Use and License, together with the Privacy Policy at www.mvadiagnostics.com and any other legal notices published by MVA on the Website, shall constitute the entire agreement between you and MVA concerning the Website. If any provision of these Terms and Conditions of Use and License is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions of Use and License, which shall remain in full force and effect. No waiver of any term of these Terms and Conditions of Use and License shall be deemed a further or continuing waiver of such term or any other term, and MVA’s failure to assert any right or provision under these Terms and Conditions of Use and License shall not constitute a waiver of such right or provision.

B. MVA may amend these Terms and Conditions of Use and License at any time. If you wish to be notified of any changes to these Terms and Conditions of Use and License, you must e-mail us at it@mvadignostics.com and if your e-mail address changes at any time, you are responsible for notifying us of your new address by sending an e-mail to it@mvadignostics.com. If you choose not to be notified of any changes to these Terms and Conditions of Use and License by not complying with the preceding e-mail notification requirements, you thereby waive your right to notification and agree that you are responsible for reviewing these Terms and Conditions of Use and License each time you visit this Website. In all

cases, your use of the Website following any amendment of these Terms and Conditions of Use and License will signify your assent to and acceptance of its revised terms, even if we fail to send you an e-mail notification. CONTACTING US VIA EMAIL FOR THE PURPOSES SET FORTH ABOVE CONSTITUTES YOUR OPTING-IN TO RECEIVE EMAIL COMMUNICATIONS FROM US FOR PURPOSES OF THE UNITED STATES CAN-SPAM ACT. YOU AND MVA AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE WEBSITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION WILL BE PERMANENTLY WAIVED.

C. Entire Agreement. This Terms and Conditions of Use and License including the documents incorporated herein by reference constitute the entire agreement with respect to the use of the Application licensed hereunder and supersedes all prior or contemporaneous understandings regarding such subject matter.

D. Attorney Fees. You shall pay on demand all of our reasonable attorney fees and other costs incurred by us to collect any fees or charges due us under this Agreement following Your breach of Section 6.2 (Invoicing and Payment). Moreover, in any action arising out of or related to this Agreement, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs of suit.

E. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

MVA MOBILE APPLICATION END USER LICENSE AGREEMENT

THE TERMS OF THE MVA TERMS OF SERVICE AND LICENSE AND THE MVA PRIVACY POLICY ARE FULLY INTEGRATED HEREIN. THIS LICENSE GOVERNS YOUR USE OF THE MVA MOBILE APPLICATION (THE “**APPLICATION**”). PLEASE READ THIS END USER SOFTWARE LICENSE AGREEMENT (“**LICENSE**”) CAREFULLY BEFORE CLICKING THE “I AGREE” BUTTON ACCOMPANYING THIS LICENSE. BY CLICKING THE “ I AGREE” BUTTON YOU ARE ENTERING INTO AND AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE.

IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT CLICK THE “I AGREE” BUTTON.

17. General. The Application is licensed, not sold, to You by MVA (the “**Company**”) for use strictly in accordance with the terms and conditions of this License, and any “usage rules” established by any other third party usage rules or terms of use, such as Apple Inc. and such other

vendors (“**Usage Rules**”), which are incorporated herein by this reference. The term “**Application**” shall refer to and consist of the following: (i) the mobile software application accompanying this License, including, without limitation, any software code, scripts, interfaces, graphics, displays, text, documentation and other components; (ii) any updates, modifications or enhancements to the items listed in subsection (i); and (iii) any specific website the Application directs you to via any browser located on an iPhone, Android or such other mobile device (“**Mobile Device**”).

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