

ONLINE TERMS & CONDITIONS
for
CViConnect Limited Freeware Edition

LifeScience Technology LLC, a Kansas limited liability company along with its various affiliates and subsidiaries (collectively known as “LST”), sets forth the following terms and conditions (the “Terms”) that govern the use of LST’s limited, free edition of the subscription-based software known as CViConnect PRO (hereinafter, “CViConnect” or “App”). Your download and subsequent use of the App hereby conveys Your unconditional acceptance of these Terms and agreement to be legally bound as a party of this agreement, for which You will be referred to hereinafter as “You”, “Your”, or as the “User” interchangeably. If the intended User is a minor under the age of eighteen (18), then You must be a parent or legal guardian of the minor to accept the Terms on the minor’s behalf, and You further represent that You will ensure that the minor will continually abide by the Terms set forth below. These Terms are the legal equivalent of a formally written and signed contract that is legally enforceable and binding. If You do not accept these Terms, then You do not have permission to download and/or utilize the App, and You should exit from this platform immediately.

LST may modify these Terms from time to time, as needed, and will always make available the most current version on CViConnect’s website, the App, and/or any other applicable platforms or external websites. It is Your responsibility to monitor and stay informed of any changes to the Terms herein; however, if any changes are likely to have a material effect on your rights and interests as a User, then LST will notify You of such changes. Nevertheless, Your continued use of the App will constitute as Your consent to be bound by these Terms, including any and all modifications hereof. As such, You hereby agree to the Terms as follows:

1. Proprietary Rights. All materials contained in the App is protected by law, including but not limited to, United States federal copyright law. Except as otherwise indicated, LST is the owner of the copyright in the entire content (including trademarks, service marks, text, graphics, logos, email messages, bulletin board postings, brochures, communications, and newsletters), as well as the various website addresses, and LST hereby reserves all rights in that regard. LST warrants that LST has developed, acquired, licensed, and/or owns all intellectual property rights in the App, and any connected products, services, and external websites thereto, and that LST possesses the full power and authority to enter into and to perform the obligations and covenants herein; and, as such, Your use of the App will not infringe the intellectual property rights of any third party. LST grants You permission to access, view, download, copy, print, and distribute non-confidential information found on the App so long as: (i) the copyright notice appears on all copies; (ii) Your use is for internal informational purposes only; and (iii) You do not modify, alter, distort, or change the materials in any way, whatsoever. You may not reproduce, display, publish, transmit, distribute, or otherwise use the materials from the App for any public or commercial purpose without the prior, written permission of LST. LST owns all trademarks, service marks, or other logos featured on the App, and any use or misuse of these trademarks,

service marks or logos is expressly prohibited and may be a violation of federal and state law.

2. Disclaimer of Liability and Warranty. USE OF THE APP IS ENTIRELY AT YOUR OWN RISK. LST PROVIDES THE APP ON AN “AS IS” AND “WHEN AVAILABLE” BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. IN NO EVENT WILL LST OR OTHER THIRD PARTIES MENTIONED OR REFERENCED ON THE APP, BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE, INABILITY TO USE, OR RELIANCE UPON THE APP, OR ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, DEFECTS, DELAYS OR SYSTEM MALFUNCTION OF THE APP, REGARDLESS OF WHETHER LST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER LST OR ANY OF ITS AFFILIATES’ OR SUBSIDIARIES’ TOTAL LIABILITY FOR DIRECT DAMAGES SHALL EXCEED THE AGGREGATE SUM OF TEN DOLLARS (\$10.00) FOR ANY AND ALL CLAIMS WITHIN THE LAST TWELVE (12) MONTH PERIOD. LST DOES NOT GUARANTEE THAT ACCESS TO THE APP WILL BE UNINTERRUPTED, THAT ALL LINKS WILL WORK, OR THAT YOU WILL HAVE ACCESS TO ALL INFORMATION AT ANY GIVEN TIME.
3. Indemnity. By utilizing the App, You agree to indemnify, defend and hold harmless LST, its affiliates and subsidiaries, and all of their respective directors, officers, employees, representatives, proprietors, partners, servants, principals, agents, predecessors, successors, assigns, and attorneys from and against any and all fines, suits, proceedings, claims, causes of action, demands or liabilities of any kind or of any nature arising out of or in connection with Your use of the App, and/or any breach by You of the Terms herein.
4. User Communications, including Email, via the App. All information, ideas, suggestions, bulletin board postings, surveys, feedback, comments, questions, or other communication (hereby collectively known as "Communication") that You transmit or provide through the App are, and will be treated as, non-confidential and non-proprietary, unless such Communication is classified as protected health information pursuant to the Health Insurance Portability and Accountability Act (“HIPAA”). For more information on our Privacy Policies, please visit the CViConnect Privacy Policy website page at <https://cviconnect.co/privacy-policy/>. Your use of the App, and any submission of Communications, is entirely at Your own risk or Your child’s own risk. The User is responsible for whatever Communication is submitted, and the User has full responsibility for any submitted Communication, including its legality, reliability, appropriateness, originality, and copyright. LST prohibits any posting or transmission of a Communication that is unlawful, encourages unlawful behavior, or is otherwise inappropriate. LST reserves the right to refuse or block any Communication or use of the App that is unlawful, encourages unlawful behavior, or is otherwise inappropriate. LST strives to maintain control of the App, within the constraints of current technology; however, as is customary

for non-encrypted Internet email communications, Your email may be accessed and viewed by other Internet users, without Your knowledge and permission, while in transit to LST. For that reason, to protect Your privacy, You should not use email to communicate information to LST that You consider to be confidential, especially any protected or personally identifiable health information. LST disclaims all liability, and You hold LST forever harmless, with respect to any unauthorized access by third parties absent any grossly negligent or willful misconduct attributable to LST.

5. Updates, Corrections and Changes. LST does not warrant or guarantee the completeness, accuracy, or timeliness of any or all information available on the App or on any externally linked websites. LST reserves the right to modify or delete any or all information at any time without notice. Furthermore, LST is not responsible for Your use, misuse, or failure to use any or all information or services that have been modified or deleted. LST has no obligation to update any information or content on the App. LST may also make improvements and/or changes in the information or content contained in the App at any time without prior notice.
6. Links to External Website. Links to external websites are provided by LST as a service to You. LST does not endorse, approve, certify, or control these external websites and does not guarantee the content, accuracy, completeness, or timeliness of information located at such website. These externally linked websites are maintained by third parties and the responsibility and liability of all information and services rests solely with them. Any access to externally linked websites is entirely at Your own risk. LST is not responsible for the accuracy or reliability of any information, data, opinions, advice or statements made on these websites. LST is not responsible for the functionality of external links or for the functionality of the website themselves. Links to external websites may be removed at any time without notice.
7. Cookies. LST, at its sole discretion, may use what is known as "cookie" technology. A "cookie" is a data element sent to Your browser by a website when You link to, or engage with, that website. By assigning a unique data element to each visitor, the App is then able to recognize repeat Users and track usage patterns to better serve visitors when they return to the App. The cookie does not extract Protected Health Information ("PHI"), Personally Identifiable Information ("PII"), or anything that would violate HIPAA laws and practices. For more information on our Privacy Policies, please visit LST's Privacy Policy page at <https://cviconnect.co/privacy-policy/>. Most browsers provide a simple procedure that enables users to control whether they want to receive cookies or notifies them when a website is about to deposit a cookie file. LST reserves the right to make limited use of cookie technology. Your web browser may allow for the disabling of cookies if You do not wish to receive them; however, certain portions of the App may not function properly without them. The App will only use cookies that LST has created and stored on Your computer, for the sole intention of collecting aggregate User data and User trends in an effort to improve the functionality of the App and satisfaction of the User in connection therewith. Neither LST, nor the App, will access or make use of any other cookies on your computer that were generated from organizations outside of LST or LST affiliates.

8. Data. You shall retain all rights, titles, and interest related to or arising from Your PHI, PII, and all other data and information collected from Your direct use of the App (collectively the “User Data”). You hereby grant to LST a royalty-free, perpetual, irrevocable, and nonexclusive license to collect, analyze, and use for any lawful purpose all non-confidential and/or non-personally identifiable User Data. LST may use this non-confidential and unprotected User Data for any lawful purpose including, without limitation, preparation of case studies, product development strategy, and providing statistical information and data analytic information to our Users and other third parties. The license created hereunder is perpetual and shall survive the termination of these Terms for any reason.
9. No Reverse Engineering. You will not disassemble, decompile, or reverse engineer the App, whether in whole or in part. You will not take any steps to derive a source code equivalent to the functionality of the App, or any related external websites or products. If You violate this section, LST will have the right to immediately suspend Your access to the App and pursue any legal recourse that LST may be entitled to as a direct, or indirect, result of Your misappropriation.
10. Governing Law and Jurisdiction. These Terms will be governed and construed in accordance with the laws of the State of Kansas, without regard to its choice of law or conflict of laws considerations. By accessing, viewing, or using the materials contained within the App, You expressly consent to the jurisdiction of the federal and state courts, as applicable, presiding in Johnson County, Kansas, and agree to accept service of process by mail and hereby waive any and all jurisdictional and venue defenses otherwise available.
11. Warnings. Unauthorized access to secured databases, or circumvention of security measures, on the App may be a violation of state and/or federal laws. Access to, and use of, password-protected and/or secure areas of the App is restricted to authorized users only. Unauthorized individuals attempting to access these areas of the App may be subject to prosecution.
12. Hyperlinks. LST makes no representation or warranty whatsoever, and assumes no responsibility or liability whatsoever, in connection with the accuracy, completeness, suitability, functionality, or operation of any website that may be hyperlinked to or from the App. LST is in no way responsible for the views, content or accuracy of any website which is either hyperlinked to or from the App, nor does LST endorse any content, products or services that may be advertised or noted on these websites.
13. Use of Publications. Use of forms, fliers, manuals and other documents (hereby known as “Publications”) are for Users. Publications may be saved on a User’s computer and may be printed in sufficient quantities for Users. LST grants permission to Users to access, view, download, copy, print, and distribute Publications found on the App or any linked, external websites, provided that: (i) the Publications contain copyright notices on all copies; (ii) the Publications are for internal purposes only; (iii) the Publications are never used for any public or commercial purpose; and (iv) the Publications are never modified, altered,

distorted, or changed in any respect. Any other use of Publications other than those stated above is prohibited without an expressed prior, written permission from LST.

14. Entire Agreement. The Terms contained herein constitute the entire agreement between You and LST with respect to Your download and use of the App. If any part of these Terms is held to be invalid or unenforceable for any reason, the remaining parts will remain in full force and effect. You acknowledge that by downloading, accessing, and using the App, LST has relied on Your unconditional and expressed agreement to be legally bound by these Terms as evidenced thereby.