

Terms and Conditions

By virtue of registering and using the services provided by the LabRoots, Inc, you hereby agree to the following usage agreement ("Visitor Agreement"). LabRoots Inc may amend this Visitor Agreement by posting an amended version on the Terms & Conditions tab of the LabRoots web site. By continuing to use the services, you agree to the Terms & Conditions then posted.

1. Rules for Registration: You must register to use services provided by the LabRoots, Inc. As part of the registration process, you will select a password. You agree that the information you supply during that registration process will be accurate and complete and that you will not register under the name of another person. You will not disclose your password to any third party. You will be responsible for preserving the confidentiality of your password. You will notify us of any known or suspected unauthorized use of your account.

By registering, you represent to us that you are over the age of 18 or have the permission of your parent or guardian to register and attend events.

2. Posted Content: Responsibility for what is posted on the website lies with each user--you alone are responsible for the content of your messages, and the consequences of any such messages. You agree not to use our sites to send or submit materials:

- a. that are false, inaccurate or misleading;
- b. that infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
- c. that violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination and false advertising);
- d. that are libelous, threatening or harassing;
- e. that are obscene or contain any kind of pornography;
- f. that contain any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;
- g. that might create liability for us or might cause us to lose (in whole or in part) the services of our Internet service providers or other suppliers;
- h. that interfere with the ability of others to enjoy our site;
- i. that impersonate any other person or entity, whether actual or fictitious, including impersonating an employee or consultant of LabRoots, Inc;
- j. that link to or include descriptions of goods or services that: (i) are prohibited under this Agreement; or (ii) you do not have a right to link to or include;
- k. that contain any content that you do not have the right to make available under any law or any contractual or fiduciary relationship (such as inside information and confidential information learned under a non-disclosure agreement); or
- l. that instigate or encourage others to commit illegal activities or cause injury or property damage to any person.

We neither endorse nor guarantee the accuracy or propriety of the information users submit. We do, however, reserve the right, but do not assume the obligation, to restrict or prohibit your use of the website if we believe you are violating any of the terms of this Visitor Agreement and to remove, edit, or relocate any submission as we see fit, whether for legal or other reasons.

Users may share their email information in our discussion areas. Accordingly, you may not use any other user's information, personal or otherwise, for any commercial purpose, to send chain letters, junk mail, "spam," or other bulk communications or for developing lists. Any such use by you will be a violation of this Visitor Agreement.

3. Rights: You acknowledge that:

- We permit access to content that is protected by copyrights, trademarks and other intellectual and proprietary rights and;
- This Visitor Agreement and applicable copyright, trademark and other laws govern your use of such content.
- The LabRoots website (the "Website") and all content contained therein including all images, graphics, information, data, texts, video, audio or other content either shown on the Website, or downloadable from the Website belongs to LabRoots and can only be used with LabRoots' permission. Contents on the Website are protected by copyright, trademark and other US and International Laws. Some of the icons, domain names, logos, service marks, trademarks and trade names within the Website are owned by LabRoots or other owners and used with permission given to LabRoots. You are not granted any right, or license, to use such logos, service marks, trademarks and trade names or any other content on the Website without the express written permission of LabRoots or any third party owner. You agree not to modify the content of this Website in any way, reproduce it, display it in any public or private setting or for commercial purposes, modify any copyright, trademark, service mark or other proprietary notices contained within the Website. You agree to be bound by the terms and conditions set forth on the Website as an express condition to your use.

4. Privacy: Use of the LabRoots, Inc, services is also governed by our Privacy Policy, which is incorporated into this Agreement by this reference. This includes policy on email solicitation.

5. Links: We welcome links to our website. Hypertext links are allowed as long as the link does not state or imply any sponsorship or endorsement of your site or use a logo without written consent.

During the event we may offer links to third-party websites. We are not responsible for those websites or the parties that control them. We are not liable for the content, quality, suitability, functionality or legality of any such sites. You hereby waive any claim you might have against us with respect to such sites and their operators. Services or merchandise ordered through these links are not affiliated with us. All matters concerning such merchandise and services are solely between you and the merchants with whom you do business.

6. Disputes: You are solely responsible for your interactions with other visitors. LabRoots, Inc reserves the right, but not the obligation, to monitor disputes between you and other attendees.

You may not take legal action against LabRoots, Inc, that results from our website or services provided through the website without first a) sending us, via registered mail or national overnight courier service, a detailed written description of the facts and law out of which your claim arises; and (b) negotiating with us, in good faith, for not less 30 days, toward resolution of the dispute. Any such notice of a dispute must be sent to the address listed on the Contact Us page, and must be received by us within 90 days of a scenario that first gives rise to a dispute. You agree that all legal action relating to this Agreement or any liability of LabRoots, Inc relating to the provision or non-provision of services relating to this Agreement or any event will be under the jurisdiction of the laws of California, without regard to any laws relating to conflict of laws, shall apply in resolving any dispute. You agree to submit to the jurisdiction of the courts of California and agree that you will not bring any action against LabRoots, Inc in any jurisdiction outside California.

7. Discontinuance, Modification & Restrictions: We may discontinue, change, suspend, or restrict access to any of our sites or any portion of our sites at any time without liability to you or any third party.

8. Liability and Warranties: YOU AGREE THAT USE OF THE SITE IS AT YOUR OWN RISK. WE CANNOT AND DO NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION, MATERIALS AND SERVICES AVAILABLE THROUGH THE SITE. WE DO NOT GUARANTEE OUR SITE TO BE ERROR-FREE, SECURE, CONTINUOUSLY AVAILABLE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

IN NO EVENT SHALL LABROOTS, INC BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, OR SIMILAR DAMAGES, EVEN IF WE WERE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES.

YOU AGREE THAT THE LIABILITY OF LABROOTS, INC ITS AFFILIATES, AGENTS AND LICENSORS, IF ANY, ARISING OUT OF ANY KIND OF LEGAL CLAIM IN ANY WAY CONNECTED TO LABROOTS, INC WILL NOT EXCEED THE AMOUNT YOU PAID, IF ANY, TO US. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF LABROOTS, INC ITS AFFILIATES, AGENTS AND LICENSORS IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.

9. Sponsor Emails and Opting Out : LabRoots users can opt-in to receive email notifications directly from LabRoots or its third party sponsor, Cardinal Health. If you do not want to receive

such emails or would like to manage which emails you prefer to receive, go to the Notification page located within your Account information.

10. Virtual Events

Use of logo and exhibitor name. **Event Organizer** shall have the limited right to use the Exhibitor's exhibitor name, logo, certain marketing materials provided by the Exhibitor for the sole purpose of promoting, marketing and demonstrating LabRoots Virtual Events. Event Organizer shall have the right to refer to the Exhibitor as an Exhibitor of LabRoots Virtual Events in its advertising and promotional materials, as well as publish its own press releases regarding LabRoots Virtual Events. Event Organizer shall submit to Exhibitor a copy of all advertising and promotional materials containing Exhibitor's identity, products or branding prior to their first use for Exhibitor's approval, in Exhibitor's sole and absolute discretion.

Approval by Exhibitor. Prior to the online show, Event Organizer will provide to the Exhibitor an example of the final booth design for the Exhibitor. The Exhibitor will have, in Exhibitor's sole and absolute discretion, approval over the design of the booth, subject to the limitations of templates and colors provided by the Event Organizer's software and capabilities. Failure of Exhibitor to timely object to the proposed final booth design, advertising copy, promotional material or other items submitted to Exhibitor for approval shall be regarded as approval by Exhibitor. If the Exhibitor desires a design outside of the aforementioned limitations, Exhibitor will have the option to pay additional professional services fees to Event Organizer.

Warranty. **Event Organizer** warrants that the LabRoots Virtual Events services will have the functionality and perform in accordance with the specifications set herein, under normal use and circumstances. Event Organizer's sole obligation to Customer for a breach of the foregoing warranties shall be to use commercially reasonable efforts to promptly repair such errors as quickly as possible.

Indemnification.

a. LabRoots, Inc. Indemnity. LabRoots shall defend, indemnify and hold the Exhibitor harmless from and against all liabilities, costs, damages, losses and expenses (including reasonable attorney fees) arising out of or related to any claim brought against the Exhibitor that the Event Organizer's Show Platform infringes, violates, trespasses or constitutes the unauthorized use or misappropriation of any Intellectual Property of any third party.

b. Exhibitor Indemnity. Exhibitor shall defend, indemnify and hold LabRoots, Inc. harmless from and against all liabilities, costs, damages, losses and expenses (including reasonable attorney fees) arising out of or related to any claim brought against LabRoots that the Exhibitor materials, documents, etc. infringes, violates, trespasses or constitutes the unauthorized use or misappropriation of any Intellectual Property of any third party.

Links and referrals. Event Organizer shall have the right to direct traffic to the Exhibitor's web site in conjunction with the online show. Exhibitor shall have the option, but not the obligation unless discounting was provided for such placement, to place a link to the LabRoots site on its own site for promotional purposes in the time prior to the online show.

Disclaimer of Warranty. Other than expressly provided for in Section 3, Event Organizer, and its licensors make no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the LabRoots Virtual Events platform. Event Organizer and its licensors do not represent or warrant that (a) the use of the LabRoots Virtual Events platform will be secure, uninterrupted or error free, or (b) the LabRoots Virtual Events platform or the servers that make service available are free of viruses or other harmful components. All conditions, representations, and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, or fitness for a particular purpose, are hereby disclaimed to the maximum extent permitted by applicable law by Event Organizer and its licensors.

The LabRoots Virtual Events platform hereunder is being delivered over the Internet, and accordingly, is subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Event Organizer are not responsible for any delays, performance due to user hardware, delivery failures, viruses, hacker intrusions or other damage resulting from such problems.

Term & Termination. The term of this Agreement shall commence upon execution of this Agreement. The Term of this agreement shall end as of thirty (30) days after the last event in which the Exhibitor has a virtual booth. Without prejudice to any other remedies, at any time by giving notice to the other, this agreement may be terminated as follows:

- a.** By Exhibitor, upon 30 days' written notice to Event Organizer, if Event Organizer has committed a material breach of its obligations under the Agreement, and such breach is not cured within the 30 day notice period.
- b.** By Event Organizer, if Exhibitor fails to pay the fees due pursuant to this Agreement within ten days of the date such payment is due, or upon 30 days' written notice to Exhibitor if Exhibitor has committed a material breach of its obligations under the Agreement, and such breach is not cured within the 30 day notice period; or

Payment. All amounts payable by the Exhibitor for the Services ("Fees") are due either immediately in full by credit card or according to the Payment Terms as outlined on page 2 in the section titled Payment Details of this agreement. All fees related to specific events must be paid in full prior to each event. All payments shall be made to LabRoots, Inc. LabRoots, Inc. may, at its option, charge Customer interest of 1½% per month and collection charges on any Fees not paid when due.

Customer will be responsible for the payment of any present or future sales, use, excise or other similar tax (excluding taxes based on LabRoots, Inc.'s net income) applicable to the Services. Fees paid for Services are non-refundable, except in the case of LabRoots, Inc.'s uncured material breach, in which case LabRoots, Inc. will refund to Customer pre-paid amounts for

Services not rendered as of the effective date of such termination.

Pricing after the expiration or termination of the Term of this Agreement shall be at the then-prevailing rates applicable thereto. Any discounts to the standard rate card are only applicable to Services purchased pursuant to this Agreement during the initial Term. If Customer requests credit or LabRoots, Inc. cannot authenticate Customer's identity, then Customer authorizes LabRoots, Inc. to obtain information regarding Customer from trade and bank references, external credit reporting sources, consumer credit agencies and other credit sources as may be reasonably necessary.

Limitation of Liability. IN NO EVENT WILL ANY PARTY BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL PENALTIES OR DAMAGES, INCLUDING LOST PROFITS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXHIBITOR AGREES THAT ANY LIABILITY OF LABROOTS AND ITS LICENSORS FOR DAMAGES ARISING OUT OF THE PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE FEES PAID BY EXHIBITOR FOR THE PARTICULAR SERVICES INVOLVED.

Governing Law, Resolution of Disputes. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of California without giving effect to conflicts of law.