



MedBot Marketplace

Terms of Use and Mobile Application End User License Agreement

This MedBot Marketplace Terms of Use and Mobile Application End User License Agreement (the "**Terms**") is a binding agreement between you ("**End User**" or "**you**") and the Company Technologies, LLC d/b/a MedBot ("**Company**"). This Agreement governs your access to and use of the MedBot Marketplace mobile application (including all related MedBot Documentation, the "**MedBot Marketplace App**"), which shall be strictly in conformance with the terms and conditions set forth in this Agreement and subject to the MedBot Marketplace Privacy Policy (the "**Privacy Policy**" and together with the Terms, the "**Agreement**"). Any capitalized terms not otherwise defined in the section in which such term first appears shall have the meaning ascribed to such term in Section 1 herein. The MedBot Marketplace App is licensed, not sold, to you.

BY DOWNLOADING AND USING THE MEDBOT MARKETPLACE APP, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE EIGHTEEN (18) YEARS OF AGE OR OLDER; (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS; AND (D) AGREE THAT YOU ARE AN AUTHORIZED USER PURSUANT TO THE PROVIDER AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE MEDBOT MARKETPLACE APP AND DELETE IT FROM YOUR DEVICE IMMEDIATELY.

1. Definitions.

(a) "**Agent**" means any officer, director, manager, member, shareholder, employee, contractor, consultant, professional advisor or other Persons acting on behalf of or pursuant to an agreement with Practice.

(b) "**Aggregated Statistics**" means data and information related to or generated by your use of the MedBot Marketplace App and access to the MedBot Marketplace and which is stored and used by the Company in an aggregate manner and deidentified in accordance with the HIPAA Privacy Rule's de-identification standards at 45 CFR § 164.514(a)-(c) and 45 CFR § 164.502(d), including to compile statistical and performance information related to the provision and operation of the MedBot Marketplace App and MedBot Marketplace, as well as information pertaining to sales generated thereon.

(c) "**Authorized User**" means any Agent who, pursuant to the Provider Agreement, is provided the necessary user ID's, passwords, and network links or connections to enable access and use of the MedBot Marketplace App and MedBot Marketplace.

(d) “**Business Associate Agreement**” or “**BAA**” means the agreement by and between the Company and Practice in compliance with any applicable rules of the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”), which generally require that Covered Entities and Business Associates, as those terms are defined in the BAA, enter into contracts with their Business Associates to ensure that the Business Associates will appropriately safeguard Protected Health Information.

(e) “**Feedback**” means any communications or materials sent or transmitted to Company by mail, email, telephone, or otherwise, suggesting or recommending changes to the MedBot Marketplace App or MedBot Marketplace, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like.

(f) “**Logistics Provider**” means a company operating in the United States and selected by the Company that is responsible for fulfillment and logistics, including inventory storage, packing and shipping of all Products ordered by Patient-Buyers and sold by Practice-Sellers on the MedBot Marketplace.

(g) “**Marketplace Facilitator**” means a Person, including any Affiliate of the Person, that, like the Company: (i) contracts or otherwise agrees with Marketplace Sellers to facilitate for consideration, regardless of whether deducted as fees from the transaction, the sale of the Marketplace Seller’s products through a physical or electronic marketplace operated, owned, or otherwise controlled by the Person; and either directly or indirectly through contracts, agreements, or other arrangements with third parties, collects the payment from the purchaser and transmits all or part of the payment to the Marketplace Seller.

(h) “**Marketplace Seller**” means a seller, like Practice, that makes sales through any physical or electronic marketplace operated, owned, or controlled by a Marketplace Facilitator.

(i) “**MedBot Marketplace**” means the Marketplace Facilitator owned and operated by the Company, and offered to you in the form of a non-downloadable web application, which uses the MedBot Software to:

(i) facilitate the sale of Products from Product Providers to Practices for resale to Patients;

(ii) transmit the offer and the acceptance between the Patient as buyer and Practice as seller of the purchase and sale of the Products using Medbots.

(iii) engage, directly or indirectly, through one or more Persons, in the following activities regarding the Products sold by Practice-Sellers to Patient-Buyers:

(A) payment processing services (currently Stripe);

(B) inventory storage, packing, shipping and other fulfillment services, through one or more Logistics Providers engaged by the Company;

(C) listing Products for sale, along with their retail prices, and communicating the same via Medbots sent by the Practice Provider to his or her Patient;

(D) processing purchases made through the MedBot Marketplace;

(E) collecting and remitting sales tax as a Marketplace Facilitator on behalf of Practice, if required of the Company by applicable law; and/or

(F) processing returns, exchanges and/or refunds of purchases made through the MedBot Marketplace.

(j) “**MedBot Documentation**” means any and all user manuals, handbooks, and guides (in any medium) relating to the MedBot Marketplace App and MedBot Marketplace and use thereof, whether made available in electronic or hardcopy format.

(k) “**MedBot IP**” means the MedBot Marketplace App, MedBot Software, processes, procedures, methodology, patents, copyrights, tradenames, trademarks, design marks (registered or unregistered), content, imagery, documentation (including the MedBot Documentation), and any and all other intellectual property owned by the Company, including all intellectual property associated with the MedBot Software and the MedBot Marketplace. For the avoidance of doubt, MedBot IP includes Aggregated Statistics, Feedback, and any information, data, or other content derived from the Company’s monitoring of access to or use of the MedBot Marketplace App, but does not include Practice Data, PHI, PII, or intellectual property of any third parties.

(l) “**MedBot Software**” means the Company’s proprietary online non-downloadable middleware which interfaces with the Practice EHR and electronic commerce applications to enable Practice Providers to efficiently offer to Patients, through e-mail and/or text messaging (after confirming permission to communicate the sale of Products to each Patient in that manner), Products which are selected for each Patient by their Practice Provider, and sold to the Patient-Buyers on or through the MedBot Marketplace.

(m) “**Medbots**” means digital product promotions which are created via the MedBot Marketplace App and sent via text or email to a Patient in accordance with the Patient’s contact information and permissions in the Practice’s EHR system, and which are from a Practice Provider to a Patient recommending a specific Product or bundle of Products and enabling the Patient to make the purchase through the MedBot Marketplace.

(n) “**Mobile Device**” means any mobile device owned or otherwise controlled by a Practice Provider or the Practice and used to access the MedBot Marketplace and download and use the MedBot Marketplace App.

(o) “**Patient**” means a patient of the Practice.

(p) “**Patient-Buyer**” means a Patient who purchases one or more Products sold by Practice through the MedBot Marketplace.

(q) “**Person**” means any individual, corporation, limited liability company, trust, joint venture, association, company, limited or general partnership, unincorporated organization, governmental authority, or other entity.

(r) “**Personally Identifiable Information**” or “**PII**” refers to information that can be used to distinguish or trace an individual’s identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual.

(s) “**Practice**” means the healthcare practice or practice group you are affiliated with as an Agent, Authorized User, and Practice Provider.

(t) “**Practice Data**” means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Practice, an Authorized User, Practice Provider, or a Patient-Buyer through the MedBot Marketplace, other than Aggregated Statistics.

(u) “**Practice EHR**” (aka **EMR**) means the electronic health (medical) records software utilized by Practice with which the MedBot Marketplace integrates.

(v) “**Practice-Seller**” means the Practice which uses the MedBot Marketplace to resell Products which the Practice or individual Practice Providers select and recommend to Patient-Buyers.

(w) “**Provider Agreement**” means the applicable Healthcare Provider User Agreement executed as between the Company and the Practice, under which you are identified or contemplated as an Authorized User.

(x) “**Product Provider**” means a manufacturer or wholesaler of Products which are made available to Practices for resale to Patients using the MedBot Marketplace.

(y) “**Products**” means the Third-Party Products that are offered to the Practice for resale utilizing the MedBot Marketplace.

(z) “**Protected Health Information**” or “**PHI**” shall have the meaning given to such term at 45 C.F.R. §160.103, limited to the information that the Company creates, receives, maintains or transmits from or on behalf of the Practice.

(aa) “**Services**” means the services that the Company provides in connection with and related to the MedBot Marketplace, including the MedBot Marketplace App and other Marketplace Facilitator services.

(bb) “**Third-Party Products**” means healthcare related products which are manufactured by third-parties and offered to Practice for resale utilizing the MedBot Marketplace, which are generally available without a prescription and over-the-counter, and which MedBot Marketplace does not submit (or facilitate the submission of) for reimbursement by federal health care programs or other third-party payors.

2. Access to the MedBot Marketplace. Subject to your compliance with all other terms and conditions of this Agreement, the Company hereby grants you a non-exclusive, non-transferable right to access and use the MedBot Marketplace solely for your use in accordance with the terms and conditions herein. Such use is limited to your use, using the user ID and password or other credentials you are provided in accordance with the Provider Agreement; no sub-licensing is permitted.

3. License Grant to Use the MedBot Marketplace App and MedBot Documentation. Subject to the terms of this Agreement, Company grants you a limited non-exclusive, non-transferable license to:

(a) download and use the MedBot Marketplace App for the purposes described in the applicable Provider Agreement for your use on a Mobile Device, strictly in accordance with the MedBot Documentation;

(b) access and use the MedBot Documentation.

4. Use Restrictions. You shall not at any time, directly or indirectly:

(a) use the MedBot Marketplace, MedBot Marketplace App, MedBot Documentation or any other MedBot IP for any purposes beyond the scope of the right of access and limited license granted in this Agreement or in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law;

(b) copy, modify, or create derivative works of the MedBot Software, MedBot Marketplace App, MedBot Documentation or any other MedBot IP, in whole or in part, except as expressly permitted by this license;

(c) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the MedBot Software, MedBot Marketplace App, MedBot Documentation or any other MedBot IP;

(d) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the MedBot Software or MedBot Marketplace App, or any component or part thereof;

(e) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the MedBot Software, MedBot Marketplace App, or MedBot Documentation, including any copy thereof;

(f) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the MedBot Software, MedBot Marketplace App, or MedBot Documentation, or any features or functionality of the MedBot Marketplace App, to any third party for any reason, including by making the MedBot Software or MedBot Marketplace App available on a network where it is capable of being accessed by more than one device at any time; or

(g) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the MedBot Software or MedBot Marketplace App.

5. Reservation of Rights. The Company reserves all rights not expressly granted to you in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to you, Practice, or any third party any intellectual property rights or other right, title, or interest in or to the MedBot IP. You acknowledge and agree that you do not acquire any ownership interest in the MedBot IP under this Agreement, or any other rights thereto other than to use the MedBot Marketplace, MedBot Marketplace App, and MedBot Documentation in accordance with the rights and licenses granted, and subject to all terms, conditions, and restrictions, under this Agreement. Company and its licensors and service providers (as applicable) reserve and shall retain their entire right, title, and interest in and to the MedBot IP, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

6. Aggregated Statistics. Company may monitor your use of the MedBot Marketplace and MedBot Marketplace App and collect and compile Aggregated Statistics. As between you and Company, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Company. You acknowledge that Company may (i) compile Aggregated Statistics based on any data generated by the MedBot Marketplace or MedBot Marketplace App, subject to applicable law, including, without limitation, the HIPAA Privacy Rule's de-identification standard at 45 CFR § 164.514(a)-(c) and 45 CFR § 164.502(d), and (ii) use Aggregated Statistics and/or make Aggregated Statistics publicly available to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify you, your patients, or Practice, and do not violate any BAA executed by MedBot with your Practice.

7. Feedback. You hereby assign to Company on all right, title, and interest in, and Company is free to use, without any attribution or compensation to you, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Company is not required to use any Feedback.

8. Intellectual Property.

(a) MedBot IP. The Company (and its licensors and service providers, as applicable) owns all right, title, and interest, including all intellectual property rights, in and to the MedBot IP.

(b) Practice Data. Practice owns all right, title, and interest, including all intellectual property rights, in and to the Practice Data, subject to the non-exclusive, royalty-free, worldwide license granted to the Company pursuant to the Provider Agreement.

9. Passwords and Access Credentials. You will be provided with passwords and access credentials that will permit you to access both the MedBot Marketplace and the MedBot Marketplace App. You are responsible for keeping your passwords and access credentials secured and confidential, and you shall not permit anyone else to use your username or password. You agree to promptly notify the Company about any unauthorized use of your passwords or access credentials.

10. Suspension. The Company, in its sole discretion, may suspend access or use of the MedBot Marketplace or MedBot Marketplace App at any time for any reason or no reason at all.

11. Collection and Use of Your Information.

(a) You acknowledge that when you use the MedBot Marketplace or download, install, or use the MedBot Marketplace App, Company may use automatic means (including, for example, cookies and web beacons) to collect information about your Mobile Device and about your use of the MedBot Marketplace or MedBot Marketplace App. You also may be required to provide certain information about yourself as a condition to using the MedBot Marketplace or downloading, installing, or using the MedBot Marketplace App, or certain of their features or functionality. All information we collect through or in connection with the MedBot Marketplace and MedBot Marketplace App is subject to the Privacy Policy, located at: <https://medbot.com/privacy-policy>. By using the MedBot Marketplace or downloading and using, and providing information to or through the MedBot Marketplace or MedBot Marketplace App, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

(b) Notwithstanding anything to the contrary in this Agreement, the Company may monitor your use of the MedBot Marketplace and MedBot Marketplace App and collect and compile Aggregated Statistics, as set forth herein, as well as Practice Data.

12. Geographic Restrictions. The Services are based in the United States and provided for access and use only by persons located in the United States. You acknowledge that you may not be able to access all or some of the Services outside of the United States and that access thereto may not be legal by certain persons or in certain countries. If you access the Services from outside the United States, you are responsible for compliance with local laws.

13. Updates; Service Levels and Support.

(a) _____ Company may from time to time in its sole discretion develop and provide updates to the Services, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "**Updates**"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Company has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Mobile Device settings, when your Mobile Device is connected to the internet either:

(i) the MedBot Marketplace App will automatically download and install all available Updates; or

(ii) you may receive notice of or be prompted to download and install available Updates.

You shall promptly download and install all Updates and acknowledge and agree that the MedBot Marketplace App or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the MedBot Marketplace App and be subject to all terms and conditions of this Agreement.

(b) Company shall use commercially reasonable efforts to make the Services available 24/7 but there will be downtime after hours and as needed to perform maintenance and Updates. The access rights granted hereunder entitle you to support services, which may be requested by email to **support@medbot.com**.

14. Third-Party Materials. The Services may display, include, or make available third-party content (including data, information, and other products, services, and/or materials) or provide links to third-party websites or services, including through third-party advertising ("**Third-Party Materials**"). You acknowledge and agree that Company is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Company does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

15. Term and Termination.

(a) The term of Agreement commences when you access and use the MedBot Marketplace and download the MedBot Marketplace App, respectively, and will continue in effect until terminated by you or Company as set forth in this 14.

(b) You may terminate this Agreement by discontinuing your use of the MedBot Marketplace or deleting the MedBot Marketplace App (and all copies thereof from your Mobile Device), as applicable.

(c) Company may terminate this Agreement at any time without notice, subject to the terms and conditions of the Provider Agreement. In addition, this

Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

(d) Upon termination:

(i) all rights granted to you under this Agreement will also terminate;
and

(ii) you must cease all use of the MedBot Marketplace and MedBot Marketplace App and all MedBot Documentation and delete all copies of the MedBot Marketplace App from your Mobile Device and account.

(e) Termination will not limit any of Company's rights or remedies at law or in equity.

16. Disclaimer of Warranties. THE SERVICES ARE PROVIDED TO YOU "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, COMPANY MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, OR ANY RESULTS OF THE USE THEREOF, WILL MEET YOUR REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT (FINANCIAL OR OTHERWISE), BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

THE COMPANY MAKES NO WARRANTIES REGARDING AND STRICTLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO ANY PRODUCTS AND SERVICES OR PRODUCTS OF LOGISTICS PROVIDERS AND PRODUCT PROVIDERS.

17. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE SERVICES OR THE CONTENT AND SERVICES FOR:

(a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES.

(b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEEDS ONE (1) TIMES THE TOTAL AMOUNT OF MEDBOT FEES (AS DEFINED IN THE PROVIDER AGREEMENT), PAID BY PRACTICE TO MEDBOT UNDER THIS AGREEMENT IN THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR \$50,000, WHICHEVER IS LESS.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

18. Professional Responsibility; Product Selections and Recommendations. You acknowledge that the professional duty to Patients in providing healthcare services, product recommendations, and product sales lies solely with you and Practice. The Company does not manufacture the Products, does not take possession of the Products, does not select the Products for resale by you or Practice, does not make Product recommendations to Patients, and accordingly does not assume any responsibility for any damages to any Persons or property related to or associated with the Products, including but not limited to claims related to the labeling or packaging thereof by Product Providers. You and Practice have responsibility for all decisions associated with Products selected by you or Practice to offer and sell to Patients and for ensuring that all recommended Products are appropriate for each Patient for which the Product is recommended, and that all Product Bundles are safe to be used or taken together by the Patient to whom the Product Bundle is recommended. The MedBot Marketplace involves access of data in the Practice EHR but it does not input or in any manner alter or update any data in the Practice EHR; therefore, if you or Practice want the Practice EHR to include any information about the Products ordered through Medbots by each Patient you or another Agent of Practice must enter that data into the Practice EHR.

19. Compliance. You understand and agree that you and your Practice are responsible for ensuring that your use of the MedBot Marketplace is in compliance with all applicable professional ethical standards, as well as state and federal laws and regulations related to communications via text and email with the Practice's Patients (including the Telephone Consumer Protection Act (TCPA) and the Can-Spam Act), and related to remuneration or other payments or items of value received by you and the Practice, including, but not limited to, (i) the federal anti-kickback statute (42 U.S.C. § 1320a-7b(b)) and the associated safe harbor regulations; and (ii) the limitation on certain physician referrals (Stark Law) (42 U.S.C. § 1395nn).

20. Indemnification. You agree to indemnify, defend, and hold harmless Company and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, arising from or relating to your: (i) acts or omissions which may result in any liability or damages due to malpractice, product defects, improper labeling, false claims, failure to warn,

negligence, illegal activity, or any other act or omission that results in damages to Persons, including but not limited to Patient-Buyers, or to property; (ii) use or misuse of the Services, including any modifications not made by the Company; (iii) failure to comply with any applicable laws or regulations; (iv) breach of this Agreement, including but not limited to the content you submit or make available through the MedBot Marketplace; and (v) negligence or willful misconduct as to your use of the MedBot Marketplace, MedBot Marketplace App, or other Services.

21. Indemnification Procedures. Whenever any third-party claim, suit, action, or proceeding (“**Third-Party Claim**”) shall arise for indemnification hereunder, the party entitled to indemnification (the “**Indemnified Party**”) shall promptly provide written notice of such claim to the other party (the “**Indemnifying Party**”). In connection with any Third-Party Claim, the Indemnifying Party, at its sole cost and expense and upon written notice to the Indemnified Party, may assume the defense of such Third-Party Claim with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall be entitled to participate in the defense of any such Third-Party Claim, with its counsel and at its own cost and expense. If the Indemnifying Party does not assume the defense of any such Third-Party Claim, the Indemnified Party may, but shall not be obligated to, defend against such Third Party Claim in such manner as it may deem appropriate, including settling such Third-Party Claim, after giving notice of it to the Indemnifying Party, on such terms as the Indemnified Party may deem appropriate and no action taken by the Indemnified Party in accordance with such defense and settlement shall relieve the Indemnifying Party of its indemnification obligations herein provided with respect to any damages resulting therefrom. The Indemnifying Party shall not settle any Third-Party Claim without the Indemnified Party’s prior written consent (which consent shall not be unreasonably withheld or delayed).

22. Export Regulation. The Services may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Services to, or make the Services accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Services available outside the US.

23. US Government Rights. The MedBot Software and MedBot Marketplace App are commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if you are an agency of the US Government or any contractor therefor, you receive only those rights with respect to the MedBot Software and MedBot Marketplace App as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

24. Severability. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

25. Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Florida. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Florida in each case located in the city of Tampa and County of Hillsborough, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

26. Mutual Waiver of Jury Trial. BECAUSE DISPUTES ARISING IN CONNECTION WITH COMPLEX BUSINESS ARRANGEMENTS AND SOFTWARE PLATFORMS ARE MOST QUICKLY AND ECONOMICALLY RESOLVED BY AN EXPERIENCED EXPERT AND THE PARTIES WISH APPLICABLE STATE AND FEDERAL LAWS TO APPLY (RATHER THAN ARBITRATION RULES), THE PARTIES DESIRE THAT THEIR DISPUTES BE RESOLVED BY A JUDGE APPLYING SUCH APPLICABLE LAWS. THEREFORE, TO ACHIEVE THE BEST COMBINATION OF THE BENEFITS OF THE JUDICIAL SYSTEM AND OF ARBITRATION, EACH PARTY TO THIS AGREEMENT HEREBY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE BETWEEN OR AMONG ANY OF THE PARTIES HERETO, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, RELATED OR INCIDENTAL TO THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY AND/OR THE RELATIONSHIP ESTABLISHED AMONG THE PARTIES HEREUNDER.

27. Limitation of Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE MEDBOT MARKETPLACE APP MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

28. Entire Agreement. This Agreement and our Privacy Policy constitute the entire agreement between you and Company with respect to the Services and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Services.

29. Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.