

CRIME LAB® PROGRAM TERMS OF SERVICE

Last Revised: February 1, 2021

The Agreement (as defined below) is entered into by and between Mr Dog Poop, Inc., a Florida corporation (“**MDP**”) and Customer (as defined below) to be effective on the Effective Date. MDP and Customer are referred to herein collectively, as the “**Parties**” and individually, each a “**Party**.”

The Parties agree as follows:

1. DEFINITIONS.

1.1. “**Affiliate**” means, with a respect to a Party, any entity controlling, controlled by or under common control with any other entity, where such entity possesses, directly or indirectly, the power to direct or cause the direction of the management policies or operations of the other entity, whether through ownership of voting securities, by contract, or otherwise.

1.2. “**Agreement**” means, collectively, (a) these Crime Lab® Program Terms of Service; (b) the fully executed Crime Lab® Service Agreement, if any; (c) the Privacy Policy set forth at <https://mrdogpoop.com/privacypolicy.html>, as periodically updated; (d) the Refund Policy set forth at <https://mrdogpoop.com/refundpolicy.html>, as periodically updated; (e) Mr Dog Poop’s DNA Swabbing Procedure set forth at https://management.mrdogpoop.com/images/swabbing_instructions.pdf, as periodically updated; (f) the Collecting Dog Poop for DNA Analysis instructions set forth at https://management.mrdogpoop.com/images/fecal_collection_instructions.pdf, as periodically updated; and (g) all other addenda, attachments, and exhibits referenced therein.

1.3. “**Authorized User(s)**” means Customer and its employees, authorized agents, and Affiliates.

1.4. “**Canine Data**” means the data, information and materials related to a canine or other animal, including breed, weight, and sex, that is provided to MDP by Customer or Resident in connection with the Services. Canine Data does not include any DNA Data.

1.5. “**Customer**” means the corporation, educational institution, home owners association, limited liability company, partnership, or other entity that, as applicable, is identified as the property owner in the Portal, is identified as the customer in the Crime Lab® Service Agreement, or registers for access to the Portal.

1.6. “**Customer Data**” means the data, information and materials related to Customer and Authorized Users provided by or on behalf of Customer under the Agreement, including Authorized User’s Personally Identifiable Information. Customer Data does not include any Resident Data.

1.7. “**DNA Data**” means the data, information and materials obtained or developed by MDP under the Agreement, including the canine genetic fingerprint and all data derived through the processing of the DNA sample.

1.8. “**Documentation**” means, without limitation, all written or electronic documentation pertaining to the Software that relate to the functional, operational or performance aspects of the Software, including but not limited to manuals, functional or technical specifications, user guides, help pages, screenshots, training materials, sales and marketing literature, “technical white papers,” and videos, which MDP makes available to Customer pursuant to the Agreement.

1.9. “**Effective Date**” is the date the Service Proposal signed by Customer is countersigned by MDP.

1.10. “**Improvement**” means any enhancement, error correction, update, upgrade, modification, revision or addition to, or derivative work of the Software that MDP may develop or acquire and incorporate into its standard version of the Software or which the MDP has elected to make generally available to its customers.

1.11. “**Licensed Works**” means collectively, the Software and Documentation.

1.12. “**Personally Identifiable Information**” means any personal information that individually identifies an Authorized User or Resident, including personally identifiable information as may be defined by an applicable state law.

1.13. “**Portal**” means that certain web portal made available by MDP at <https://management.mrdogpoop.com> that Customer will use to manage the Services, including, without limitation, contact support, manage Customer’s contact information and ownership information, add and remove communities for the Services, purchase supplies, pay for processing, add and update Resident Data and Canine Data, and access billing and payment history, invoices, pricing, poop match certificates, and training resources.

1.14. “**Residents**” means the individuals residing within a Customer’s community.

1.15. “Resident Data” means the data, information and materials related to Residents provided by or on behalf of Customer under the Agreement, including but not limited to, Personally Identifiable Information. Resident Data does not include any Canine Data.

1.16. “Services” means those certain canine DNA matching services that Customer purchases from MDP, which involve MDP processing the canine saliva and fecal samples provided by Customer for viable DNA, and matching the DNA fingerprint retrieved from viable canine fecal samples, with the DNA fingerprint retrieved from viable canine saliva samples that are logged in MDP’s CRIME LAB® canine DNA database.

1.17. “Software” means any of MDP’s proprietary software, including the Portal and that certain software marketed as CRIME LAB®, together with all improvements thereto.

1.18. “Third Party Products” means those third party products, services, and software programs, data and databases that are embedded or included within the Software, including those subject to open source licenses.

2. SERVICES. In exchange for Customer’s compliance with the Agreement, including the timely payment of the fees, costs, and expenses, MDP agrees to provide the Services for Customer.

3. CUSTOMER RESPONSIBILITIES.

3.1. Cooperation. Customer understands and acknowledges that MDP cannot perform the Services contemplated in the Agreement without the assistance and cooperation of Customer, its employees, agents, contractors, and residents. To that end, Customer will: **(a)** cooperate, in good faith, with MDP with respect to such reasonable activities as they relate to the Services; **(b)** provide such information and make such staff resources available to MDP as it may reasonably request for purposes of performing activities related to the Agreement; **(c)** use commercially reasonable efforts to educate and inform Customer’s Residents about the CRIME LAB® program; and **(d)** devote such time and resources, at its sole expense, as may reasonably be required to roll-out and undertake the CRIME LAB® program and to consult with, assist, and advise MDP with respect to activities as they relate to the Agreement. Notwithstanding the foregoing, nothing in this Section 3.1 will require Customer to enroll a Resident and its canine into the CRIME LAB® program, *provided, however* that Customer agrees and understands that canine fecal samples can only be matched to DNA samples that are logged in MDP’s CRIME LAB® canine DNA database. Customer is solely responsible for ensuring that all canines and Residents are current residents in Customer’s community.

3.2. Customer Data. Customer may need to provide to MDP certain Customer Data and Resident Data to permit MDP to provide the Services and for the proper operation of the Software and Customer will use commercially reasonable efforts to provide such Customer Data and Resident Data to MDP in a timely manner. Customer will be responsible for, and assumes the risk of, any problems resulting from, the content, accuracy, completeness and consistency of all Customer Data and Resident Data. Customer will, at its own expense, obtain all third party consents and/or permissions that may be necessary and appropriate for MDP’s use and display of the Customer Data and Resident Data in accordance with the Agreement.

4. AUTHORIZED USERS.

4.1. Access Credentials. MDP will provide to Customer a unique user name and password to access and use the Software (“**Access Credentials**”). Customer will **(a)** ensure the security and confidentiality of the Access Credentials and will be responsible for the use of, and all acts or omissions performed under, such Access Credentials, and any act or omission by an Authorized Users which, if undertaken by Customer, would constitute a breach of the Agreement, will be deemed a breach of the Agreement by Customer; and **(b)** promptly notify MDP in the event Customer or any of its Authorized Users have any reason to believe or become aware of any loss, theft or unauthorized use of the Access Credentials, the loss of a mobile device that stored or otherwise saved the Access Credentials, or access to the Software may have been in any way compromised.

4.2. Management of Authorized Users. Customer agrees and understands that Customer, and not MDP, is responsible for managing whether Customer’s Authorized Users are authorized to access the Software and otherwise to share, disclose, create and use Personally Identifiable Information with the Software and MDP will have no obligations relating thereto.

4.3. Security Measures. Customer agrees and understands that the protection of Personally Identifiable Information stored in the Software is not the sole responsibility of MDP given the types of services being provided under the Agreement. Customer agrees and acknowledges that it will take appropriate administrative, physical, and technical safeguards to secure the Customer-side environment and to protect access into the Software by, for example, protecting Access Credentials, using secure Wi-Fi, locking mobile devices and computers, training Authorized Users on security, and taking other commercially reasonable steps as may be applicable.

4.4. Malicious Code. Customer will use commercially reasonable efforts and will implement and will cause its Authorized Users to implement technical and administrative safeguards intended to prevent transmission of any “computer viruses,” “time bombs,” “malware,” worms, trojans, malicious software or any code that is designed to delete, disable, deactivate, interfere with, or otherwise harm or disrupt the Software or that in any way affects the use, enjoyment or service of the Software, or any user’s computer or other medium used to access the Software.

5. FEES AND PAYMENT TERMS.

5.1. Fees. Customer will purchase Services’ collection kits and supplies through the Portal at the then-current rates. Customer understands that collection kits and supplies are used for DNA collection and processing, which means they must be maintained with a certain level of integrity. Accordingly, Customer understands and agrees that collection kits and supplies are nonreturnable (even if unopened) and the fees are nonrefundable, regardless of the circumstances. Customer should carefully evaluate and assess the number of kits and supplies needed and only purchase when Customer is actually ready to launch the canine DNA testing program at the relevant community. Collection kits and supplies purchased by Customer are the property of Customer. Customer is under no obligation to return any kits to MDP for processing. MDP will invoice and Customer will pay the processing fees (including, if applicable, the retest fees) at the then-current relevant processing rates (*i.e.*, for saliva specimens and fecal specimens) for MDP collection kits received by MDP for processing. MDP reserves the right to charge and Customer will pay fee(s), including a disposal fee, for saliva and fecal samples that Customer provides to MDP in a manner other than as required by the Agreement, including using the correct type of MDP kit. Further, MDP will not credit or refund Customer for kits and supplies that Customer misuses or that Customer uses in any manner other than in accordance with the Agreement, including, without limitation in accordance with the Mr Dog Poop’s DNA Swabbing Procedure or the Collecting Dog Poop for DNA Analysis instructions. Customer is responsible for all shipping and handling costs as well as postage due charges for insufficient postage. MDP’s ordering system is automated using the data Customer provides in the Portal. Customer will not be credited or refunded for any shipping or handling costs for returned packages if such returns are due to some fault of Customer, including Customer providing incorrect address information. The US Postal Service charges MDP for postage due for packages that have insufficient postage (“**Postage Due**”). For packages that MDP receives from Customer that have Postage Due, MDP will flow down the Postage Due to Customer without upcharge and such costs will appear on the invoices in the Postage Due line item. MDP does not charge monthly fees for maintaining an active account, but Customer must spend a minimum of \$25.00 each year (“**Minimum Spend**”). If Customer does not spend at least the Minimum Spend, Customer’s account will be considered inactive and subject to the account cancellation terms set forth in Section 11.2.2 (Termination Due to Inactivity).

5.2. Payments and Invoicing. In consideration for the Services and the rights granted in the Agreement, Customer will pay all fees, costs, and expenses set forth in the undisputed invoices via credit card on file (“**Credit Card Account**”), unless the Parties expressly agree by entering into the Crime Lab® Service Agreement that MDP will bill Customer by mailing invoices, in which case Customer will pay the undisputed invoices via credit card or by mailing a check (“**Monthly Billing Account**”). All payments must be in United States dollars and with no deductions, setoffs, or abatements. If Customer’s account is a Credit Card Account, Customer may choose to have Customer’s credit card billed daily or once per month on a specific day between the 1st and 15th of the month as scheduled by Customer, *provided that* if Customer is billed daily, Customer will not be billed until the accrued balance equals or exceeds \$2.50. If Customer chooses to be billed once per month and fails to schedule a billing day, MDP will charge Customer’s credit card on the 1st of the month that immediately follows the month when the amounts were accrued. Customer understands that Customer must apply for a Monthly Billing Account, which MDP will approve at its sole discretion. MDP may, at its option, run a business credit check and require additional assurances of Customer’s ability to pay in connection with any such application process and thereafter during the term of the Agreement as solely determined by MDP. If Customer’s account is a Monthly Billing Account, MDP will issue invoices on the 1st of each month for the amounts accrued in the previous month and will mail the invoices via first class US mail to the address listed in the Portal as the billing address, *provided that* MDP will not generate or mail an invoice until the accrued balance equals or exceeds \$10.00 (which Customer may adjust from \$0.00 – \$25.00 through the Portal). Customer may pay such invoices by credit card by logging into the Portal and selecting the invoice to be paid, or without logging into the Portal at <https://mrdogpoop.com/payments/> if the individual making the payment has the invoice number and the payment authorization code found at the bottom of the applicable invoice. Customer is solely responsible for ensuring that the Portal has Customer’s current contact and billing information. Customer may access and download all generated invoices any time through the Portal. If Customer has a Credit Card Account, Customer may request to convert to a Monthly Billing Account, in which case Customer must apply for a Monthly Billing Account as described in this Section. If Customer’s account is a Monthly Billing Account, MDP may, at its sole discretion, upon advance written notice (which notice may be provided by posting notice in the Portal, by support ticket through the Portal, or by email) to Customer, require Customer to convert to a Credit Card Account to continue to use the Services.

5.3. Purchase Order Numbers. MDP provides several options to integrate purchase order numbers into invoices automatically, including enabling Customer to include a purchase order on the specimen packaging or providing a purchase order with set values that Customer can update as needed in the Portal. If Customer’s accounts receivable department requires the use of a purchase order, then Customer understands that Customer must provide the required purchase order

number(s) to MDP before MDP enters the specimens mailed by Customer into the MDP system. Customer understands that MDP cannot modify the invoices after they are generated to add purchase order number(s). But, if Customer adds the purchase order information into the Portal, the purchase order number(s) will be printed on the invoices generated the following month.

5.4. Payment Terms. All payments will be due by the "**Payment Due Date**", which, if Customer's account is a **(a)** Credit Card Account, means daily, if Customer selects the daily billing option, or the designated billing day, if Customer selects the monthly option; or **(b)** Monthly Billing Account, 30 calendar days from the date the invoice issued. Undisputed amounts not paid on or before the Payment Due Date will be deemed past due. MDP may, at its option, provide notice of non-payment, which notice may be issued by sending Customer another invoice with a past due statement, through a support ticket, via email, or otherwise automatically through the Portal. Checks received from Customer will be credited to Customer's account. If the check is for an invoice that was previously paid, MDP will credit the amount to the pending charges or as a credit to be used for future charges. If Customer has an credit on Customer's account as a result of an over payment, Customer may request a refund check for the amount by submitting the form in the Portal that appears on the pending charges page. MDP will issue a refund check promptly upon receipt of a fully completed form from Customer. Customer understands that MDP deposits all checks received prior to crediting them to individual invoices. Accordingly, Customer acknowledges that checks cannot not be returned.

5.5. Payment Authorization. By providing MDP with a credit card, Customer **(a)** consents to MDP's use of account information regarding the selected payment method provided by the issuing bank or applicable payment network to charge the credit card; **(b)** hereby authorizes MDP to charge Customer's payment method automatically and as further described in the Agreement (e.g., automatically on the applicable Payment Due Date) until the Agreement is terminated; and **(c)** represents and warrants that Customer and the Authorized User that provided the payment details are authorized to use that payment method, that any payment information Customer and the Authorized User provides is true and accurate, and that Customer will maintain such information current. Customer understand that MDP may receive updater services from card issuers or acquirers, such that certain types of credit card numbers will be updated automatically (e.g., credit card number updated automatically if Customer's bank issues Customer a replacement card). Accordingly, Customer must handle all terminations directly with MDP.

5.6. Late Payments. MDP will deem delinquent any **(a)** undisputed invoices not paid in full by 90 calendar days from the Payment Due Date, or **(b)** settled disputed amount of invoices not paid within 7 calendar days after resolution of such dispute. Upon the occurrence of any such delinquent invoices, Customer will be in material breach and MDP will be entitled to any or all of the following: **(i)** immediately suspend all Access Credentials issued or otherwise made available hereunder until all outstanding payments are received by MDP; **(ii)** immediately suspend all Services and continue to charge Customer the applicable fees, costs, and expenses for mailed specimens (including, without limitation, postage due) until all outstanding amounts together with all such other additionally accrued fees, costs, and expenses are received by MDP; **(iii)** request and receive a deposit or other advance payment before any additional performance is rendered by MDP, including reactivation of any Access Credential, and thereafter require advance payments or deposit refresh by Customer in advance of performance by MDP; **(iv)** charge interest at the lower of 1.5% per month, compounded, or the maximum amount allowed by law, as applied against the past due amounts, until and including the date payment is received and charge an additional \$2.50 invoicing fee each month that an overdue invoice is mailed to Customer; and **(v)** submit reports to Dun & Bradstreet and other business credit reporting organizations. Further, in the event of any such delinquent undisputed invoices or settled disputed amounts, Customer will be responsible to pay all collection costs and expenses including, without limitation, reasonable attorneys' fees, MDP staff time, collection agency fees and expenses, court costs, and collection bonds and such costs will immediately become due and payable to MDP. Customer agrees that if any payment is returned unpaid or if any credit card is rejected, denied, or there is a charge back (collectively, the "**NSF**"), in addition to Customer remaining responsible for the applicable Services fees, costs, and expenses, MDP will charge (to the credit card on file or by invoice) and Customer will pay the applicable NSF fee charged to Customer by its bank or the applicable merchant account provider plus MDP may charge (to the credit card on file or by invoice) and Customer will pay MDP's then current NSF administrative handling fee.

5.7. Disputing Fees. Customer must give MDP written notice by submitting a ticket through the Portal of a dispute with respect to any invoices within 45 days of the applicable invoice date or such invoice will be deemed to be correct and binding on Customer and, to the fullest extent permitted by applicable law, Customer waives all rights to dispute or otherwise make any claim of any kind with respect to such invoiced amount.

5.8. Fee Increases. MDP reserves the right to increase the fees and otherwise change its fee schedule for the Services at any time with or without notice, *provided that* MDP will use commercially reasonable efforts to provide notice (which notice may be provided by posting notice in the Portal, by support ticket through the Portal, or by email) at least 30 calendar days in advance of any such changes going into effect.

5.9. Taxes. All amounts payable under the Agreement will exclude all applicable sales, use, withholding, and other taxes and similar charges, however designated, levied, or imposed, that may be assessed by any jurisdiction, under current or future laws or regulations, including penalties and interest thereon (collectively, the “**Taxes**”). Taxes does not include taxes based on MDP’s revenues, number of employees, corporate existence, or net income. Except to the extent Customer provides MDP with a valid tax exemption certificate or other documentation acceptable to the taxing authorities, Customer will be responsible for payment of and agrees to pay all such Taxes arising from the payment of any fees, costs, and expenses hereunder. Customer will make all payments required hereunder to MDP free and clear of, and without reduction for, any Taxes. If Customer is legally required to make any withholding or deduction for any Taxes from any payment due to MDP under the Agreement, the sum payable by Customer upon which such withholding or deduction is based will be increased to the extent necessary to ensure that, after such withholding or deduction, MDP receives and retains, free from liability for such withholding or deduction, a net amount equal to the amount MDP would have received and retained in the absence of such required withholding or deduction. Customer will pay, indemnify, and hold MDP harmless from all such Taxes as may be assessed against MDP, during the term, which are levied or imposed by reason of the performance by MDP of the Services for Customer.

6. LICENSE, RESTRICTIONS, AND PROPRIETARY RIGHTS.

6.1. License to Licensed Works and DNA Data. Subject to Customer’s full and ongoing compliance with the terms and conditions of the Agreement (including, without limitation, timely payment of the fees, costs, and expenses), MDP hereby grants Customer and Customer hereby accepts a non-exclusive, non-transferable (except in accordance with Section 12.6 (Assignment)), non-sublicenseable, revocable, limited license to **(a)** use the Software solely as made available online by MDP, from a computer or mobile device owned or controlled by Customer, and solely for Customer’s internal business purposes in connection with a good faith use of the Services; **(b)** to use the Deliverables and DNA Data solely for Customer’s internal business purposes in connection with a good faith use of the Services; and **(c)** permit Authorized Users, subject to Section 4 (Authorized Users), to use the features and functions of the Software in accordance with the Agreement from a computer or mobile device owned or controlled by Customer and solely for Customer’s internal business purposes in connection with a good faith use of the Services. Customer understands that access to the Software and Documentation is licensed and not sold.

6.2. Copies. In accordance with the license granted in Section 6.1 (License), Customer may make a reasonable number of copies of the Documentation solely for Customer’s internal business purposes in connection with a good faith use of the Services, including for backup or archival purposes, *provided* that all titles, trademarks, proprietary, and confidential notices and copyright notices are reproduced. Such copies are MDP’s Confidential Information. For the avoidance of doubt, no right is granted to make a copy of the Software or any component thereof, resell any component of the Software, or to actually receive a copy of any Software source code.

6.3. Third Party Products. Use of the Software may require a commercial license or an open source license to and use of Third Party Products. To the extent applicable, MDP will identify Third Party Products included in the Software in or through the Software itself. All the commercial Third Party Products are licensed to Customer subject to the terms and conditions of an end user license agreement (“**Commercial Third Party Terms**”) provided as either a document accompanying such Third Party Products or as a pop-up screen during initial use of such Third Party Products. All of the open source Third Party Products are licensed to Customer subject to the open source license agreement (“**Open Source Licenses**”). Some of the Open Source Licenses may require MDP to provide the open source software to Customer on the terms of the applicable open source license instead of the terms of the Agreement and, in such event, the terms of the open source license will apply. Notwithstanding the foregoing, if Customer is using the Software in the form made available to Customer and in accordance with the license granted in Section 6.1 (License), then none of the Open Source Licenses impose any obligations on Customer beyond those provided in the Agreement. MDP does not control, endorse, or accept responsibility for Third Party Products. Any and all agreements, services, or transactions between Customer and such third party in connection with the Third Party Products, including but not limited to such third party’s privacy policies, delivery of services, and any other terms, conditions, warranties, or representations associated with such agreements, services, or transactions, are solely between Customer and such third party. MDP may, in its sole discretion, modify or discontinue the availability of any Third Party Products provided with the Software at any time.

6.4. Restrictions. MDP RETAINS ALL RIGHTS, TITLE, AND INTEREST IN AND TO THE INTELLECTUAL PROPERTY, INCLUDING THE AGREEMENT, THE LICENSED WORKS, AND DNA DATA AND ALL RIGHTS NOT EXPRESSLY GRANTED HEREUNDER ARE RESERVED. Without limiting the generality of the foregoing, Customer will not, nor will it permit any Authorized Users or third party, over which it exercises control, to: **(a)** except as set forth in Section 6.2 (Copies), copy or reproduce the Documentation or DNA Data in whole or in part; **(b)** modify, adapt, translate, publicly display, publish, create derivative works of or distribute the Crime Lab® Service Agreement, the Licensed Works, or DNA Data, or any component thereof; **(c)** reverse engineer, decompile, disassemble or otherwise attempt to gain, perceive, or obtain the source code to the Software or from which any component of the Software is compiled or interpreted and Customer hereby acknowledges that nothing in the Agreement will be construed to grant Customer any right to obtain or

use such source code; **(d)** distribute, sublicense, assign (except as permitted in [Section Error! Reference source not found.](#) (*Assignment*)), share, timeshare, sell, rent, lease, grant a security interest in, use for service bureau purposes or otherwise transfer the Crime Lab® Service Agreement or the Licensed Works; **(e)** export, re-export, divert or transfer the Licensed Works to any country that is embargoed by the United States; **(f)** remove or modify any copyright, trademark or other proprietary notice of MDP or any third parties contained on or within the Crime Lab® Service Agreement, the Licensed Works, or DNA Data; **(g)** access the Crime Lab® Service Agreement, or the Licensed Works to build a competitive product or service; or **(h)** unless expressly authorized by MDP in writing, authorize or undertake a penetration test, vulnerability scan, social engineering test or any other similar activity against the Software or the MDP. Customer acknowledges and agrees that the Software constitutes a trade secret and the Crime Lab® Service Agreement and Documentation each constitute Confidential Information of MDP. Customer will not permit any person under the control of Customer other than Authorized Users to access or use the Crime Lab® Service Agreement, the Licensed Works or the DNA Data, Customer will promptly notify MDP of any threatened or actual infringement thereof, and will cooperate without charge in MDP's efforts to protect its rights therein.

6.5. Restriction on Government Rights. The Agreement does not transfer ownership of the Licensed Works or any copy thereof, or any other Intellectual Property of MDP. In the event that Customer or Authorized User is a Government end-user that may be entitled to limited government rights, including but not limited to FARs 48 C.F.R. §§ 52.227-13, 52.227-14, and 52.227-15 in its contracts, such Government end-user specifically agrees that rights conferred to the Government by such regulations will be restricted in accordance with the terms and conditions of the Agreement. Such Government end-user acknowledges and agrees that each of the components that constitute the Crime Lab® Service Agreement and License Works is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and/or "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, any use, modification, reproduction, release, performance, display, provision, or disclosure of the Crime Lab® Service Agreement and License Works by the U.S. Government will be governed solely by the terms of the Agreement and will be prohibited except to the extent expressly permitted by the terms of the Agreement.

6.6. Ownership of Intellectual Property Rights. Except as expressly set forth in [Section 6.3](#) (*Third Party Products*) and an applicable Services Order, Customer agrees and acknowledges that all right, title and interest in and to the MDP's Confidential Information, including the Crime Lab® Service Agreement, the Licensed Works and the DNA Data and any components thereof, and all copyrights, patents, trademarks, service marks or other intellectual property or proprietary rights relating thereto existing from time to time under any law or regulations, including patent law, copyright law, semiconductor chip protection law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, or privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations of any of the foregoing, now or hereafter in force and effect worldwide (collectively, the "**Intellectual Property**"), are and will remain the sole and exclusive property of MDP and its licensors, except for any Customer Data, Resident Data or Canine Data therein. Except for the limited license provided in [Sections 6.1](#) (*License*) and [6.2](#) (*Copies*), Customer acknowledges and agrees that no such right, title or interest in the Intellectual Property is granted under the Agreement.

6.7. Feedback. MDP may, in its sole discretion, use all comments, suggestions, recommendations, or ideas for modifications, customizations, improvements or enhancements to the Licensed Works and the Services (collectively, the "**Feedback**") submitted, whether in writing or otherwise, by Customer or its Authorized Users to MDP or its personnel without any compensation to or any attribution or acknowledgment of Customer or its Authorized Users. Customer hereby grants to MDP and MDP hereby accepts a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback into MDP products and services as MDP deems appropriate, in its sole and absolute discretion.

6.8. Intellectual Property Waiver. Customer hereby waives any right to challenge the validity and enforceability and agrees that it will not challenge, directly or indirectly, the validity of the Intellectual Property or MDP's ownership thereof.

6.9. Customer Data and Communication with Authorized Users. As between MDP and Customer, Customer retains all rights, title, and interest in and to the Customer Data. MDP acknowledges that Customer retains the right to use the Customer Data for any purpose in Customer's sole discretion. Notwithstanding the foregoing, Customer hereby grants to MDP and MDP hereby accepts a worldwide, royalty-free, non-exclusive, non-transferrable (except in accordance with [Section 12.6](#) (*Assignment*)) license: **(a)** on a revocable, limited license basis, during the Term to access, host, use, copy, reproduce, reformat, display, disclose and distribute the Customer Data solely for the purpose of providing the Services; and **(b)** on a perpetual basis, to use, copy, modify, create derivative works of (such as reformatted versions and aggregated, anonymized or de-identified versions), and display Customer Data or statistics and to use, copy, disclose and distribute such data and statistics for MDP's business purposes, including for service improvement, product improvement, and system monitoring.

6.10. Communication with Residents, Resident Data and Canine Data. Customer understands and acknowledges that in providing the Services, MDP may need to communicate with Residents from time-to-time (e.g., to respond to their

inquiries about testing and the program). Customer hereby grants to MDP and MDP hereby accepts the right to communicate with Residents in MDP's reasonable discretion, and Customer represents and warrants that Customer has all necessary rights and consents to authorize MDP to take such actions. To the extent permitted under applicable law and notwithstanding anything contrary in the Agreement, Customer hereby grants to MDP (and hereby affirms that its Residents have granted any appropriate rights to Customer to permit Customer to make such grant) and MDP hereby accepts a perpetual, worldwide, royalty-free, non-exclusive, irrevocable, license to the Resident Data and Canine Data to access, host, use, copy, reproduce, display, disclose, distribute and create derivative works of (such as reformatted versions and aggregated, anonymized or de-identified versions) the Resident Data and Canine Data **(a)** for providing the Services; **(b)** for MDP's business purposes, including service improvement, product improvement, and system monitoring; **(c)** to disclose to law enforcement as reasonably determined by MDP, in the event a Resident's canine has been identified as stolen or otherwise lost or missing, *provided that* in any such instance MDP will provide advanced notice to Customer prior to making any such report; or **(d)** engage in any other activities as permitted by such Resident.

7. CONFIDENTIALITY.

7.1. Confidential Information. In contemplation of the provision of the Services hereunder, the Parties may have access to information that is confidential or proprietary to one another ("**Confidential Information**"). Confidential Information includes **(i)** the Crime Lab® Service Agreement, Licensed Works, and Customer Data; **(ii)** the pricing under the Agreement; **(iii)** information relating to the disclosing party's business or financial affairs, such as financial results, business methods, pricing, competitors, and product information; and **(iv)** all other information that should reasonably have been understood by the recipient (because of legends or other markings, the circumstances of disclosure, or the nature of the information itself) to be proprietary or confidential to the disclosing party. When Confidential Information is disclosed in a manner other than in writing, it will be reduced to written form, marked "Confidential Information" and transmitted to the receiving Party within five (5) business days of the disclosure to the receiving Party. Confidential Information will not include any information which the receiving Party can prove by competent written proof:

(a) at the time of disclosure or thereafter is generally available to and known by the public (other than as a result of its disclosure by the receiving Party or its Representatives);

(b) was available to the receiving Party on a non-confidential basis prior to its disclosure by the disclosing Party or their Representatives;

(c) becomes available to the receiving Party on a non-confidential basis from a person who is not otherwise bound by a confidentiality agreement with MDP or Customer or their Representatives, or by any other obligation of secrecy;

(d) is independently developed by the receiving Party without the aid, application or use of the Confidential Information;

(e) subject to Section 7.4 (Required by Law), is required by law to be disclosed; or

(f) is Resident Data, which the Parties agree may be disclosed as contemplated in Section 6.10 (Communication with Residents, Resident Data and Canine Data).

7.2. Limited Use and Disclosure. Each Party agrees that the Confidential Information will be used solely for the purpose of the activities contemplated in the Agreement, limited to the purpose for which it was disclosed, and not in a manner in any way detrimental to the disclosing Party. Neither Party will disclose any Confidential Information to any third party other than its directors, officers, employees, advisors (including without limitation financial advisors, counsel and accountants), agents or Affiliates (collectively, the "**Representatives**") of such Party who have a reasonable need for access thereto, *provided that* the Party agrees to be responsible for any breach of the Agreement by its Representatives. The Parties agree that nothing in the foregoing will prohibit MDP from engaging in the activities contemplated in Section 6.9 (Customer Data and Communication with Authorized Users) or Section 6.10 (Communication with Residents, Resident Data and Canine Data).

7.3. Obligation to Protect. The Parties agree to maintain the confidentiality of the Confidential Information and to protect as a trade secret any portion of the other Party's Confidential Information by maintaining at least the same procedures regarding Confidential Information that it maintains with respect to its own Confidential Information, but in no case less than using commercially reasonable efforts, to prevent any unauthorized copying, use, distribution, disclosure, installation or transfer of possession of such information. Without limiting the generality of the foregoing, Customer will not permit any Authorized User to remove any proprietary or other legend or restrictive notice contained or included in any material provided by MDP.

7.4. Required by Law. In the event that the receiving Party or any of its Representatives receives a request to disclose all or any part of the information contained in the Confidential Information under the terms of a valid and effective

subpoena or order issued by a court of competent jurisdiction, unless otherwise prohibited in such subpoena or order, the receiving Party agrees to (a) immediately notify the disclosing Party of the existence, terms and circumstances surrounding such a request; (b) consult with the disclosing Party on the advisability of taking legally available steps to resist or narrow such request; and (c) if disclosure of such information is required, upon request by the disclosing Party, cooperate with the disclosing Party at the disclosing Party's expense in obtaining an order or other reliable assurance that confidential treatment will be accorded to such portion of the information which the disclosing Party so designates.

7.5. Equitable Relief. The Parties acknowledge that any use or disclosure of the other party's Confidential Information in a manner inconsistent with the provisions of these Terms may cause the non-disclosing Party irreparable damage for which remedies other than injunctive relief may be inadequate, and the Parties agree that the non-disclosing Party will be entitled to receive from a court of competent jurisdiction injunctive or other equitable relief to restrain such use or disclosure. Either Party may bring suit in court to enjoin any violation of the Agreement without the posting of a bond or security, in addition to whatever remedies such Party might have at law.

8. REPRESENTATIONS AND WARRANTIES.

8.1. By MDP. MDP hereby represents and warrants to Customer that: (a) MDP is the lawful owner of the Licensed Works and that it has the full power and authority to grant the licenses granted hereunder; and (b) it will implement appropriate commercially reasonable technical, physical and administrative safeguards to protect Personally Identifiable Information and Confidential Information.

8.2. By Customer. Customer hereby represents and warrants that it will: (a) not violate or tamper with the security of the Software and use commercially reasonable efforts to prevent transmission of any malicious software to the Software in accordance with its obligations under Section 4.4 (Malicious Code); (b) implement commercially reasonable technical, physical and administrative Customer-side safeguards to protect Personally Identifiable Information and Confidential Information; (c) manage Access Credentials and Authorized Users as further contemplated in Sections 4.1 (Access Credentials) and 4.2 (Management of Authorized Users), respectively; and (d) has full authority and authorization to grant the licenses and rights contemplated herein. Customer further represents and warrants that it has accepted and is abiding by the terms and conditions of Third Party Terms associated with any Third Party Products, if any, provided by MDP with the Software.

8.3. By Both Parties. Each Party represents and warrants to the other Party that: (a) it has the right and authority to enter into the Agreement and that no consent, approval or authorization of or designation, declaration or filing with any governmental authority is required in connection with the valid execution, delivery and performance of the Agreement; (b) entering into the Agreement does not violate any agreement or obligation existing between a Party and any third party; and (c) it will, at its own expense, comply with all laws, regulations and other legal requirements that apply to it with respect to the Agreement and the use of the Licensed Works.

8.4. Void. The representations and warranties set forth in Section 8.1 (By MDP) will be void if the breach of a warranty is caused by: (a) Customer's or any Authorized User's modification of the Licensed Works (unless such modification was done at the express direction of or with the written consent of MDP); (b) Customer's or any Authorized User's use of the Crime Lab® Service Agreement or Licensed Works in a manner that is not allowed under the Agreement (unless such modified use was at the express direction of or with the written consent of MDP); or (c) use of the Licensed Works by an unauthorized person that has been given access by any Authorized User.

8.5. Changes in Technology. MDP is not responsible for errors, interruption or any and all other problems caused by changes in, or modifications to, the operating characteristics of any mobile technology, device, computer, hardware, operating system, or any other technology in whatever form, through which the Software is accessed, nor is MDP responsible for errors, interruption or any and all other problems which occur as a result of the use of the Software in conjunction with software of third parties or with hardware which is incompatible with the Software.

8.6. No Other Warranties. THE WARRANTIES SET FORTH IN THIS SECTION 8 (Representations and Warranties) ARE THE ONLY WARRANTIES MADE BY COMPANY AND EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 8, THE MDP'S SERVICES, LICENSED WORKS, AND ANY OTHER MATERIALS, THIRD PARTY SOFTWARE, DATA OR SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" AND COMPANY MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, LICENSED WORKS, OR ANY OTHER MATERIALS, SOFTWARE, DATA OR SERVICES, OR THE FITNESS OF THE SOFTWARE FOR CUSTOMER'S OR ITS AUTHORIZED USER'S USE. COMPANY HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE OR TRADE USAGE, OR WARRANTIES THAT THE SOFTWARE WILL BE UNINTERRUPTED, DELIVERED FREE FROM DEFECTS OR ERRORS WHICH DO NOT MATERIALLY AFFECT PERFORMANCE, OR THAT ALL DEFECTS OR ERRORS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION GIVEN BY COMPANY, ITS EMPLOYEES, LICENSORS OR THE LIKE WILL

CREATE A WARRANTY. MDP'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS AND MDP IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

9. INDEMNIFICATION. Subject to Section 10 (Limitation of Liability), each Party will indemnify, defend and hold harmless the other Party and its respective officers, directors, employees, agents, and licensors from and against any and all losses, expenses, damages and costs, including reasonable attorneys' fees actually incurred for any third-party claims, resulting from the indemnifying Party's breach of its representations and warranties contained in the Agreement, gross negligence, or willful misconduct. Each Party will use commercially reasonable efforts to provide the other with prompt written notice of any indemnifiable claim(s) and of all related claims; *provided however*, that failure to provide such notice will not diminish the indemnifying Party's indemnity obligations hereunder except and only to the extent that the indemnifying Party forfeits rights or defenses by reason of such failure. Each Party's indemnification obligations under this Section 9 are conditioned upon the indemnified Party cooperating in good faith with the indemnifying Party in the investigation and defense of any indemnifiable claim. In no event will either Party be liable to the other or to any third party for claims (whether direct or indirect) caused by or incurred as a result of the Party's own negligence, acts or omissions or that of its employees, agents, or Affiliates in connection with the Agreement. Further, an indemnifying Party's indemnification obligations hereunder will not extend to the percentage of a claimant's indemnifiable claims attributable to the indemnitee's negligence or other fault, breach of contract or warranty, or to strict liability imposed upon the indemnitee as a matter of law.

10. LIMITATION OF LIABILITY.

10.1. Limitations. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), WARRANTY OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS) FOR ANY REASON, INCLUDING WITHOUT LIMITATION THE BREACH OF THE AGREEMENT OR ANY TERMINATION OF THE AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE CUMULATIVE LIABILITY OF MDP TO CUSTOMER (OR ANY THIRD PARTY CLAIMING BY OR THROUGH CUSTOMER) FOR ALL CLAIMS ARISING FROM OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THE AGREEMENT, AND REGARDLESS OF WHETHER A CLAIM IS BASED IN CONTRACT, NEGLIGENCE, TORT OR STRICT LIABILITY WILL NOT EXCEED GREATER OF **(A)** U.S. \$5,000, OR **(B)** THE TOTAL FEES MDP RECEIVED FROM CUSTOMER HEREUNDER DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM.

10.2. Essential Elements. The Parties acknowledge that the fees, limitations of liability, waivers, and Customer's express waiver in Section 6.8 (Intellectual Property Waiver) for the license granted hereunder and the MDP's provision of Services reflect the allocation of risk between the Parties, are essential elements of the basis of the bargain between the Parties and absent such provisions, including the limitation of liability, the economic terms would be substantially different.

11. TERM AND TERMINATION.

11.1. Term. The Agreement will commence on the Effective Date and will remain in effect for so long as Customer uses the Services ("**Term**"), unless earlier terminated in accordance with Section 11.2 (Termination). Customer understands that Customer is under no obligation to use the Services.

11.2. Termination.

11.2.1. Termination for Convenience. A Party may terminate the Agreement at any time for any or no reason by giving written notice to the other Party, which notice must be provided through the Portal (by submitting a support ticket, or otherwise using the applicable account management features to cancel the account, if available).

11.2.2. Termination Due to Inactivity. If Customer does not terminate the Agreement and does not have any activity (including, without limitation, any outstanding balance due) for any full year on the annual anniversary of the Effective Date, MDP will invoice Customer the Minimum Spend, and **(a)** Customer may pay the Minimum Spend to keep the Agreement in effect and account open for an additional year; **(b)** Customer may cancel the account within 90 calendar days of the invoice date, which cancellation will automatically terminate the Agreement and MDP will void the applicable invoice; or **(c)** if MDP does not receive payment of the Minimum Spend within 90 calendar days of the invoice date, then MDP will automatically and without further notice to Customer terminate the Agreement, close Customer's account, and void the applicable invoice.

11.2.3. Termination for Cause. A Party, upon giving written notice to the other Party, may terminate the Agreement upon the occurrence of any of the following:

(a) In the event such other Party materially breaches the Agreement and fails to cure the breach within 30 days after receipt of written notice describing the material breach in reasonably sufficient detail. The termination will be effective on the 31st day after receipt of the written termination notice, unless otherwise withdrawn by the Party that first provided notice. Notwithstanding the foregoing, if Customer fails to make payments as contemplated in Section 5.4 (Payment Terms), MDP may, at its option, take any or all of the actions as set forth in Section 5.6 (Late Payments) without any additional notice to Customer and without any liability to Customer or any Authorized User. The Parties agree that Sections 6 (License, Restrictions, and Proprietary Rights), 7 (Confidentiality), and 8 (Representations and Warranties) are material.

(b) In the event that: (i) such other Party's assets are seized or attached in conjunction with any action against it by a third party; (ii) such other Party has taken any action for the purpose of entering into winding-up, dissolution, bankruptcy, reorganization, or similar proceedings analogous in purpose or effect thereto, including making a general assignment for the benefit of its creditors; (iii) such other Party becomes insolvent or admitted in writing to its inability to pay its debts as they mature; or (iv) such other Party ceases operations for any reason. The termination will be effective immediately upon written notice to such other Party or such later date as set forth in such notice.

11.3. Obligations Upon Expiration or Termination.

11.3.1. Return of Confidential Information. Upon expiration or termination of the Agreement for any reason, each Party will promptly return to the other Party or, at such other Party's request, destroy, any Confidential Information of the other Party, including all copies and portions thereof, and provide such Party with an officer's written statement certifying to its compliance with the foregoing. Notwithstanding the foregoing, Customer agrees and understands that (a) the return of Confidential Information stored in backup media is not feasible and that the Confidential Information will be destroyed in the normal course of MDP data management activities; and (b) this Section 11.3.1 does not apply to Customer Data as contemplated in Section 6.9 (Customer Data and Communication with Authorized Users) and Resident Data and Canine Data as contemplated in Section 6.10 (Communication with Residents, Resident Data and Canine Data).

11.3.2. Payment of Fees, Costs and Expenses. Customer will, within 30 days of receipt of MDP's invoice, pay all undisputed fees, costs, and expenses accrued by Customer as of the effective date of any expiration or termination.

11.4. Effect of Termination. Upon termination of the Agreement for any reason, Customer and its Authorized Users will no longer be authorized to use the Services, the Access Credentials, the Licensed Works, or the DNA Data. Access to the Portal and the Software will be terminated and any further access by or on behalf of Customer and its Authorized Users is expressly prohibited. MDP may further delete all Customer Data and Resident Data, as applicable.

11.5. Survival. The rights and obligations of the Parties under Sections 4.1 (Access Credentials), 4.2 (Management of Authorized Users), 5 (Fees and Payment Terms), 6.4 (Restrictions), 6.5 (Restriction on Government Rights), 6.6 (Ownership of Intellectual Property Rights), 6.7 (Feedback), 6.8 (Intellectual Property Waiver), 6.9 (Customer Data and Communication with Authorized Users), 6.10 (Communication with Residents, Resident Data and Canine Data), 7 (Confidentiality), 8 (Representations and Warranties), 9 (Indemnification), 10 (Limitation of Liability), 11.3 (Obligations Upon Expiration or Termination), 11.5 (Survival), and 12 (General Terms) will survive the termination or expiration of the Agreement until any obligations arising prior to such termination or expiration have been satisfied in accordance with the applicable terms.

12. GENERAL TERMS.

12.1. Waiver of Jury Trial. EACH PARTY TO THE AGREEMENT IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY WAY RELATING TO THE AGREEMENT OR THE TRANSACTION CONTEMPLATED BY THE AGREEMENT.

12.2. Governing Law and Venue. The Agreement will be deemed to have been made in Hillsborough County, Florida, U.S.A. Any and all questions concerning the validity, interpretation and performance of the Agreement will be governed by and decided in accordance with the laws of the State of Florida, without regard to any conflicts of laws and principles thereof. The Parties consent to the exclusive jurisdiction and venue of the state and federal courts residing in Hillsborough County, Florida for the resolution of any and all disputes arising under the Agreement or in any manner related to the Services.

12.3. Independent Contractors. The Parties are independent contractors and nothing in the Agreement is to imply an agency, joint venture, partnership, or fiduciary relationship between the Parties. Neither Party is authorized to make any representations, contracts, or commitments on behalf of the other Party.

12.4. No Third Party Beneficiary. Nothing express or implied in the Agreement is intended to confer, nor will anything herein confer, upon any person other than MDP, Customer, or their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

12.5. Counterparts. The Agreement may be executed by facsimile signature pages and in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

12.6. Amendment. MDP may amend or modify these the Agreement by posting notice in the Portal, providing notice through a service ticket or by email, or by prompting Customer to accept the Crime Lab® Program Terms of Service and the Agreement at the time of Customer's order. No amendment or modification unilaterally offered or proposed by Customer will be valid or binding upon MDP unless such amendment or modification specifically refers to the Agreement, is in writing, and is signed by an authorized representative of each Party. **Further, any purported terms or conditions that Customer includes with its orders, invoices, purchase orders, or other accounting statements, whether delivered by Customer prior to or subsequent to the Agreement are hereby expressly rejected and will not amend or modify the Agreement, will not be deemed to be an addendum hereto, and all such conditions and modifications are void.**

12.7. Severability. If any provision of the Agreement is held to be illegal, invalid or unenforceable in any respect by a court of competent jurisdiction, then the Parties will substitute such provision with a legal, valid and enforceable provision which attempts to obtain the same result as the provision declared illegal, invalid or unenforceable. The provisions hereof are severable, and in the event any provision of the Agreement is held to be illegal, invalid or unenforceable in any respect, then the remaining provisions of the Agreement will remain in full force and effect.

12.8. Waiver. The waiver by either Party of a breach by the other Party of any provision set forth herein or of any right contained herein will not operate as or be construed as a continuing waiver or a waiver of any subsequent breach or right granted herein.

12.9. Entire Agreement. The Agreement and each of its attachments and exhibits, each incorporated herein and made part hereof, expresses the complete and final understanding of the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications between the Parties, whether written or oral, with respect to the subject matter hereof, including but not limited to, any associated purchase order or prior agreement, quotation, proposal, correspondence or oral discussion relating to the subject matter hereof.

12.10. Order of Precedence. The following order of precedence will be followed in resolving any inconsistencies in the terms: **(a)** these Crime Lab® Program Terms of Service; **(b)** the fully executed Crime Lab® Service Agreement, if any; and **(c)** any schedules, exhibits, attachments, and other addenda.

12.11. Usage. Wherever any provision of the Agreement uses the term "including" (or "includes"), such term will be deemed to mean "including without limitation" and "including but not limited to" (or "includes without limitation" and "includes but is not limited to") regardless of whether the words "without limitation" or "but not limited to" actually follow the term "including" (or "includes"). The word "any" means "any and all." The Section headings appearing in the Agreement are inserted for convenience only and in no way define, limit, construe, or describe the scope or extent of such Section or in any way affect such Section.

12.12. Notices. Any notice, request, demand or other communication required or permitted to be given under the Agreement will be given in writing and will be deemed properly given: **(a)** when actually delivered in person; **(b)** 5 business days after deposit with a nationally recognized mail courier; **(c)** 3 business days after mailing via certified mail, postage prepaid; **(d)** when actually delivered via a service ticket properly submitted through the Portal; **(e)** with respect to MDP, when actually posted in the Portal; and **(f)** when delivered by email, *provided that* a Party also submits via service ticket property submitted through the Portal. Any such notice, request, demand, or other communication will be sent to the addresses identified in as each Party's primary contact address in the Portal.

12.13. Electronic Communications. By registering to use the Portal, Customer consents to receiving electronic communications from MDP. These electronic communications are part of Customer's relationship with MDP. Customer agrees that any notices, agreements, disclosures, and other communications that MDP sends Customer electronically will satisfy any legal communication requirements, including that such communications be in writing.

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