

**DIGITAL RELAB, LLC  
TERMS OF SERVICE**

**EFFECTIVE DATE: April 20, 2017**

**THIS IS A LEGAL AGREEMENT BETWEEN YOU (“YOU” AND “YOUR”) AND DIGITAL RELAB, LLC, A DELAWARE LIMITED LIABILITY COMPANY (“DIGITAL RELAB”). DIGITAL RELAB IS WILLING TO MAKE AVAILABLE AND LICENSE ITS LENS SOFTWARE APPLICATION (THE “SERVICE”) TO YOU ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THESE TERMS AND CONDITIONS AND ANY RELATED ORDER FORM (COLLECTIVELY, THE “AGREEMENT”). PLEASE READ THIS AGREEMENT CAREFULLY BEFORE AGREEING TO THESE TERMS OF SERVICE AS YOUR AGREEMENT WILL INDICATE YOUR ASSENT TO THIS THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO THE BELOW TERMS OF SERVICE, THEN DIGITAL RELAB IS UNWILLING TO ALLOW YOU TO USE THE SERVICE.**

1. Subject to the following terms and conditions, Digital ReLab grants to you a nonexclusive, nontransferable limited license to access and use the Service solely for your internal business purposes and subject to the limitations in this Agreement. If you are accepting on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority to bind your employer, or the applicable entity, to this Agreement; (ii) you have read and understand this Agreement; and (iii) you agree, on behalf of the party that you represent, to this Agreement. If you don’t have the legal authority to bind your employer or the applicable entity, please do not agree to these Terms of Service or use the Services.

2. In order to gain access to the Service, you must open up an account with Digital ReLab. You represent that all information you provide during the account registration process and at any time thereafter (“Registration Information”) will be true, accurate, complete, and current and that you will promptly update your Registration Information as necessary such that it is, at all times, true, accurate, complete, and current. Digital ReLab may use all Registration Information, subject to Digital ReLab’s compliance with the Digital ReLab Privacy Policy that can be found at [insert link]. This Agreement incorporates the terms and conditions set forth in the Privacy Policy. You are consenting to have your personal data used by Digital ReLab as set forth in the Privacy Policy. You alone are responsible for maintaining the security of your Registration Information and for all uses of the Service accessed via your account. You are responsible for maintaining access to the email address associated with your account. You hereby represent and warrant that you are the age of majority and have all legal rights to open up an account and agree to the terms of this Agreement.

3. For use of the Service, you are required to pay a monthly subscription fee that may change from time to time subject only to your right to terminate your subscription in accordance with the terms herein. You will be provided with not less than sixty (60) days notice by email of any increase in your monthly subscription rate. Your continuation of your monthly subscription will be deemed an acceptance of any price increase. Fees vary by the applicable subscription that you have purchased. Current fee schedules are available on the Digital ReLab web site ([www.digitalrelab.com](http://www.digitalrelab.com)). You are responsible for payment of all applicable monthly subscription fees incurred by your account. At this time, Digital ReLab does not collect a sales and or use tax for providing you access to the Services, but it may do so in the future. If any tax is to be paid to state or local governments by your purchase of the Service, it is your responsibility to report and make such tax payments in compliance with all applicable laws. In the event that Digital ReLab collects any taxes on the sale and or use of Services, such taxes will be itemized separately on your invoice and/or receipt.

You agree that Digital ReLab may charge all monthly subscription fees to the payment method (e.g., credit card, PayPal account, debit card, etc.) you have provided in your Registration Information. All monthly subscription fees are due in advance and will be billed to your payment method in advance. It is your responsibility to notify Digital ReLab if your payment method has changed by making the appropriate changes to your account settings. If you do not provide a valid payment method, or if your designated payment method is determined by Digital ReLab to be inactive for any reason, Digital ReLab may immediately discontinue providing the Service to you. You agree not to cause your credit or debit card company to reverse or “chargeback” any monthly subscription fees charged in accordance with this Agreement; and in the event you do so, Digital ReLab may terminate your use of the Service, and you agree to reimburse Digital ReLab for any costs incurred in responding to such chargeback, including, without limitation, Digital ReLab’s actual costs paid to the credit or debit card company, including chargeback fees, and the value of the time Digital ReLab employees spend on the matter as determined in Digital ReLab’s discretion in good faith.

The monthly fee for Services will be billed on the monthly anniversary of the date you agree to these Terms of Service and provide your payment method (the “Start Date”). If the monthly anniversary of the Start Date is not possible for a given month (e.g., if your monthly anniversary is the 31<sup>st</sup>) you will be invoiced on the next day. You will receive an email notification of each charge made against your payment method. All monthly subscription fees paid are nonrefundable except in the event of a billing error or in the event that Digital ReLab unilaterally terminates the Services without cause. In order to be considered a “billing error” you must provide reasonable documentation that shows that you were billed incorrectly and Digital ReLab shall promptly correct the error. In the event that Digital ReLab unilaterally terminates the Services without cause, you will receive a pro rata refund of any prepaid amounts for the time period in which Services are not provided.

4. Your subscription is on a month to month basis and is contingent upon receipt in advance of the applicable monthly subscription fee. You may terminate your subscription and this Agreement at the end of any monthly subscription period by cancelling your

subscription pursuant to cancellation feature located in your account. No refunds will be provided in connection with a termination of your subscription. Digital ReLab may cancel your account and terminate your subscription at any time if, in our sole discretion, you have breached the terms of this Agreement or your representations, warranties, and covenants in this Agreement. Any provisions of this Agreement that by their nature should continue after termination of your subscription and this Agreement will continue to apply even after the expiration or termination of this Agreement, including without limitation, Sections 2, 4, 5, 6, 7, 8, 9 10, 11, 12 and 13.

5. You may not sublicense, rent, distribute, lease or otherwise assign your rights in the Service. You may not change, alter or modify the Service, translate, port, reverse assemble, reverse compile, disassemble, or in any way reverse engineer the Service. You may not create derivative works of the Service. This license does not grant you any right to bug fixes, enhancements, service patches, updates or new releases, but if such are made available to you by Digital ReLab, then any such bug fixes, enhancements, service patches, updates or new releases shall become part of the Service and shall be governed by the terms of this Agreement. You may not use the Service, except as specified in this Agreement, and you may not remove any proprietary notices on the Service. Digital ReLab reserve all rights not expressly granted to you in this Agreement.

6. You may not transfer the Service to another entity or person. Any breach of the terms and conditions herein shall immediately terminate your rights and license under this Agreement. You hereby certify and agree that the Service will not be shipped, transferred, or re-exported, directly or indirectly, into any country prohibited by the United States Export Administration Act and the regulations thereunder, and the Service will not be used for any purpose prohibited by the same.

7. You may not erase, delete or modify any copyright, trademark or other proprietary notices included on the Service. You agree that if you infringe Digital ReLab's intellectual property rights or exceed the scope of permitted use of this license, Digital ReLab will be irreparably injured and may terminate this Agreement and obtain a court order to enjoin you from further use of the Service.

8. This license is not a sale. Title, ownership rights, and intellectual property rights in and to the Service shall remain in Digital ReLab. You agree to abide by the copyright laws and all other applicable laws of the United States and international treaties. Failure to comply with the above restrictions will result in automatic termination of this Agreement and will make available to Digital ReLab other legal remedies.

9. Although Digital ReLab has no obligation to provide upgrades to the Service, Digital ReLab may from time to time provide upgrades. Any upgrades to the Service shall be deemed to become part of the Service and shall be subject to the terms and conditions of this Agreement.

10. THE SERVICE IS PROVIDED "AS-IS" WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED AND DIGITAL RELAB EXPRESSLY EXCLUDES ANY OTHER WARRANTY OR CONDITION, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. DIGITAL RELAB DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE SERVICE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS, OR OTHERWISE. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SERVICE IS ASSUMED BY YOU. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY DIGITAL RELAB SHALL CREATE A WARRANTY OR CONDITION OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY, AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

11. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL DIGITAL RELAB BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING ANY CLAIMS FOR LOST PROFITS, BUSINESS INTERRUPTION, LOST INFORMATION OR OTHER DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE. IN NO EVENT SHALL DIGITAL RELAB HAVE ANY LIABILITY FOR ANY CONTENT OR DATA STORED OR PROCESSED WITH THIS SERVICE, INCLUDING THE COST OF RECOVERING ANY LOST DATA. YOU ARE SOLELY RESPONSIBLE FOR KEEPING BACK-UP COPIES OF YOUR DATA AND CONTENT. IN ALL EVENTS, DIGITAL RELAB'S SOLE OBLIGATION OR LIABILITY UNDER THIS AGREEMENT IN THE AGGREGATE IS A REFUND OF THE MOST RECENT MONTHLY SUBSCRIPTION FEE PAID FOR THE SERVICE. THE PARTIES AGREE THAT THESE LIMITATIONS ARE AN ESSENTIAL PART OF THE AGREEMENT AND THAT DIGITAL RELAB WOULD NOT ENTER INTO THE AGREEMENT WITHOUT THESE LIMITATIONS. THIS LIMITATION OF LIABILITY CLAUSE WILL SURVIVE FAILURE OF ITS ESSENTIAL PURPOSE.

12. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to the choice of law provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Any dispute or claim arising out of, or in connection with, this Agreement shall be finally settled by binding arbitration in Richmond, Virginia, in accordance with the then-current rules and procedures of the American Arbitration Association Commercial Arbitration Rules and Mediation Procedures by one (1) arbitrator appointed by the American Arbitration Association. The arbitrator shall apply the law of the Commonwealth of Virginia, without reference to rules of conflict of law or statutory rules of arbitration, to the merits of any dispute or claim. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The parties agree that, any provision of applicable law notwithstanding, they will not request, and the arbitrator

shall have no authority to award, punitive or exemplary damages against any party. In the event that any arbitration, action or proceeding is brought in connection with this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees. In the event that the above arbitration provision is held invalid or unenforceable, any dispute with respect to this Agreement shall be brought and heard either in the Virginia state courts located in Richmond, Virginia or the federal district court, located in Richmond, Virginia. In such event, the parties to this Agreement each consent to the in person jurisdiction and venue of such courts. The parties agree that service of process upon them in any such action may be made if delivered in person, by courier service, by telegram, by facsimile or by first class mail, and shall be deemed effectively given upon receipt.

13. This Agreement sets forth the entire agreement between you and Digital ReLab pertaining to the licensing of the Service and supersedes in its entirety any and all written or oral agreements previously existing between the parties with respect to such subject matter. If any provision of this Agreement is held invalid or unenforceable, such provision shall be revised to the extent necessary to cure the invalidity or unenforceability, and the remainder of this Agreement shall continue in full force and effect. In the event of any conflict between any provision of this Agreement and any applicable law, the provision or provisions of this Agreement affected shall be modified to remove such conflict and permit compliance with such law and as so modified this Agreement shall continue in full force and effect. This Agreement may not be assigned without the consent of Digital ReLab. Should you decide to upgrade your Service, you will be asked to reconfirm your agreement to these Terms of Service. Upon such confirmation, your account will be governed by the most recent Terms and Service, including the payment terms set forth therein. Digital ReLab may update these Terms of Service from time to time by publish and updated Terms of Service on the Digital ReLab web site, which will include an updated Effective Date. You will be notified of any update to the Terms of Service by email. Your continued use of the Service will constitute an agreement to the updated Terms of Service. Should you not agree to the updated Terms of Service, your sole recourse and remedy shall be to terminate your account and this Agreement and discontinue your use of the Service.