

TERMS AND CONDITIONS - SERVICES

Thank you for your interest in purchasing products from LMSI, LLC d/b/a Lighthouse Lab Services (referred to herein as “we”, “us”, “our”, or “LLS”). We value your business, and our goal is to make your experience as smooth as possible. For the purposes of these Terms and Conditions, the terms “you,” “your,” and “Client” refer to the purchaser of products or services from LLS (each of LLS and Client individually a “Party”). Unless otherwise expressly agreed in writing, your purchase of products or services are subject to the following terms and conditions:

1. Agreement Terms

- 1.1. General Terms. These terms and conditions (“**Terms**”) govern the relationship between you and LLS for your purchase of products or services from us. You agree to accept and be bound by these Terms by ordering products or services from us.
- 1.2. Supplementary Terms. Some of our products and services are subject to additional software licenses, limited use label licenses, or other written contract terms that you will not find here (“**Supplementary Terms**”). You will find any Supplementary Terms that apply in your quote or other signed agreement with LLS (“**Statement of Work**” and together with the Terms and Supplementary Terms, the “**Agreement**”), on our website, or in literature that accompanies the product or service.
- 1.3. Conflicting Terms. If any conditions within the Agreement documents conflict with each other, we will give them the following priority: (a) Statement of Work; (b) any applicable Supplementary Terms; and (c) finally, these Terms. We expressly reject any different terms or provisions contained in any document you provide, and if the terms and conditions in this Agreement differ from the terms of your offer, this Agreement will serve as the governing terms for our contract.
- 1.4. When the Terms Take Effect. These Terms between us take effect when you receive written or email confirmation that we have accepted your order or that we are kicking off your project.

2. General Indemnification

- 2.1. To the full extent permitted by law, both LLS and Client (“The Party’s”) will indemnify, defend, and hold harmless the other Party’s affiliates and their respective officers, directors, shareholders, employees, attorneys, agents, and representatives from and against any and all claims, losses, and damages, including, but not limited to, any and all fines, penalties, liabilities, and obligations (whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, matured or unmatured, determined or determinable, disputed or undisputed, liquidated or unliquidated, or due or to become due), including all reasonable fees, costs, and expenses (including, without limitation, reasonable expenses of investigation and mediation and reasonable attorneys’, accountants’, and other professional fees) relating thereto (collectively, “Damages”), which either Party may incur or be liable for as a result of any third-party claim, suit, investigation, audit, or proceeding, or threatened claim, investigation, audit, suit or proceeding (collectively, “Proceedings”), directly or indirectly, arising out of, or relating to (a) either Party’s employees’, or agents’ negligent or wrongful acts or omissions, (b) any bodily injury, death of any person, or damage to real or tangible property on either Party’s premise. Additionally, Client shall indemnify, defend, and hold harmless LLS and LLS’s officers, directors, shareholders, employees, attorneys, agents, and representatives from and against any and all Damages from Proceedings directly or indirectly arising out of or relating to Client’s billing, coding, utilization, compliance, sales, or other practices outside of the scope of this Agreement. Notwithstanding the foregoing, neither party shall be required to indemnify the other party for the other Party’s own negligence or more wrongful conduct.
- 2.2. The Parties’ obligations under Section 2 are conditioned upon the each Party (a) providing written notice to the other Party of any Claim within thirty (30) days after that Party has knowledge of such Claim (except that failure to timely provide such notice will relieve that Party of its obligations only to the extent that that Party is materially prejudiced as a direct result of such delay); (b) giving the that Party sole control over the defense thereof and any related settlement

negotiations; and (c) cooperating and, at that Party's request and expense, assisting in such defense. Notwithstanding the foregoing, each Party may participate at its own expense in the defense and any settlement discussions and will have the right to approve any settlement agreement that involves an admission of fault by the other Party or imposes non-monetary obligations on the other Party; provided, however, that such approval will not be unreasonably withheld.

2.3. The Parties agree that the foregoing obligations set forth in this Section 2.3 shall survive termination of this Agreement for any reason.

2.4. Customers Obligations.

2.4.1. Cooperate with us in all matters relating to the Services and provide such access to Client's premises, and such office accommodation and other facilities as may reasonably be requested by LLS, for the purposes of performing the Services;

2.4.2. Respond promptly to any LLS request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for LLS to perform Services in accordance with the requirements of the Agreement;

2.4.3. Provide such Client materials or information as LLS may reasonably request and Client considers reasonably necessary to carry out the Services in a timely manner and ensure that such Client materials or information are complete and accurate in all material respects; and

2.4.4. Obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

2.4.5. Client shall assign a primary point of contact(s) to work with the LLS's team. Client will ensure Client's personnel respond in a timely manner to tasks and/or deliverables assigned to them throughout the life of the project.

2.5. LLS Prior Inventions; Residual Rights. (i) Notwithstanding anything to the contrary contained herein (including without limitation the provision of Section 2.4 above, LLS owns all rights, title and interest, including all intellectual property rights, in and to all ideas, inventions, technologies, discoveries, improvements, know-how, and techniques that LLS conceives, reduces to practice, or develops, alone or in conjunction with others, either prior to the existence of the Agreement, outside of performance of this Agreement, or which do not rely upon or incorporate any of Client's Confidential Information (collectively, "LLS Inventions"). Client agrees and acknowledges that LLS shall retain the unlimited, unconditional, right to reuse all LLS Inventions including any and all improvements upon such LLS Inventions even if such improvements are derived from the rendering of the Services and Client shall have no rights to LLS's subsequent developments or use of LLS Inventions outside of LLS's provision of the Services. (ii) Client further acknowledges and agrees that notwithstanding any other provision of this Agreement, LLS shall have the right, at any time during or after the term of this Agreement, to disclose, publish, disseminate, and use any Residual Information for any purpose in its business, provided that LLS does not breach its confidentiality obligations under this Agreement in using such Residual Information. For purposes of this Agreement, the term "Residual Information" means any Confidential Information in intangible form (including, without limitation, ideas, concepts, know-how, or techniques and even if incorporated into a Deliverable that is owned by Client that is retained in the unaided memory of the LLS's representatives. LLS shall not have any obligation to limit or restrict the work assignments of any of its representatives or to pay the Disclosing Party any royalties for any work product developed in reliance on or through the use of, in whole or in part, any Residual Information.

2.6. No Guarantee of Reimbursement. Notwithstanding anything to the contrary in this Agreement, Client acknowledges and agrees that LLS does not provide services with respect to coding, billing and account collection and that payment by Medicare or any other third-party payor is not guaranteed by LLS, and LLS shall have no liability whatsoever to the Client as a result of, related to, or in connection with the Client's inability to collect or retain payment from payors, including as a result of, related to, or in connection with any recoupment, audit, investigation, or other action by any payor, regulator, or authority against Client related to testing services performed by the Lab. Client acknowledges and agrees that LLS is not responsible for and explicitly disclaims all liability for the acts or omissions of the Laboratory's personnel, and Client agrees to waive all claims against LLS for any liabilities, costs, expenses, damages, or other losses that may arise or relate to the acts or omissions of the Laboratory's personnel, all of which and whom shall be solely the responsibility of Client. Based on the nature and purpose of the Services, to the extent LLS provides any conclusions, analysis, advice, or recommendations, this is intended solely to identify potential issues for Client's further

consideration, is not a legal or certified opinion, and must not be regarded as a substitute for specific legal advice or regulatory counsel on the matters addressed. After completion of the Services, LLS will have no responsibility to update its advice, recommendations, or work product (including Deliverables) for changes or modifications to the law, regulations, or rules or for subsequent events or transactions, unless Client separately engages LLS in writing to do so.

2.7. Non-Interference with Employee Contacts. Client acknowledges LLS's legitimate interest in protecting its business for a reasonable time following the termination of this Agreement. Accordingly, Client agrees that during the Term of this Agreement and for a period of one (1) year thereafter, Client shall not, without LLS's express written consent, solicit, request, entice, or induce any employee or contractor of LLS with whom Client may be in contact, to terminate his or her employment or affiliation with LLS, nor shall Client hire personnel of LLS as contractors or employees. Client recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss of which cannot reasonably or adequately be compensated for in damages in any action at law. Accordingly, Client understands and agrees that LLS shall be entitled to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 2.8 of this Agreement, and Client agrees to waive any requirement that LLS post a bond or security in connection therewith. Client also understands and agrees that any such equitable relief shall be in addition to, and not in substitution for, any other relief to which LLS may be entitled. The provision of this Section 2.8 shall survive any termination of this Agreement.