

END USER LICENSE AGREEMENT

Between GoX Studio, INC ("GoX Studio") dba
GoX Labs

And

End User

This End User License Agreement ("**Agreement**") is a binding agreement between the end user ("**you**", "**your**" or "**End User**") of the software application and website (as defined herein) and GoX Studio, INC ("**GoX Studio**"). This Agreement governs your use of the GoX Studio Mobile Device Software, including the Hosted Software (both as defined herein) and all related documentation. The Mobile Device Software is licensed, not sold, to you.

BY DOWNLOADING/INSTALLING OR USING THE APPLICATION, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OLDER; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD, INSTALL OR USE THE APPLICATION AND DELETE IT FROM YOUR MOBILE DEVICE.

1. Definitions

"**Deidentified**" means data that has been processed to remove, hide, encrypt, anonymize or aggregate identifying information such that one could not, using reasonable efforts, link such information back to you.

"**End User Data**" means data entered or uploaded by you to the Hosted Software via the Mobile Device Software.

"**Hosted Software**" means the online software, platform and websites which you can access via the Mobile Device Software and your account that are hosted and maintained by GoX Studio.

"**Mobile Device Software**" means the downloadable software application offered by GoX Studio through which your GoX Studio account is accessed.

"**Mobile Device**" means a smartphone, tablet, or other mobile computing device on which the Mobile Device Software is installable or installed.

"**Services**" means a web-based software platform with interactive tools to record symptoms, medication compliance and other aspects of patient care reported by the end users.

"**GoX Studio Data**" means all information, including, but not limited to, data, analyses, measurements, reports, trends, and metrics, generated from, derived from, based on or related to End User Data.

"Website" means the website accessible at goxstudio.com or via the Mobile Device Software.

2. License Grant

GoX Studio, through the Mobile Device Software, provides the Services to users. Subject to your compliance with the terms of this Agreement, GoX Studio grants you a personal or commercial, limited, terminable, non-exclusive, non-transferable license to:

- (a) download, install, and use the Mobile Device Software for your personal or commercial use on your Mobile Device strictly in accordance with the Mobile Device Software's documentation; and
- (b) access and use on such Mobile Device the Services made available in or otherwise accessible through the Mobile Device Software, strictly in accordance with this Agreement.

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 - o (i) copy the Mobile Device Software;
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 - o (iii) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Mobile Device Software, the Hosted Software or any part thereof;
 - o (iv) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Mobile Device Software;
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 - o (vi) remove, disable, circumvent or otherwise create or implement any workaround to any copy protection, rights management or security features in or protecting the Mobile Device Software; or,
 - o (vii) upload or introduce any virus or malware to the Hosted Software.
- (b) You are responsible for keeping your account login credentials (user name and password) confidential and not sharing them with unauthorized users. If you disclose your login credentials to someone, you are responsible for any use, disclosure, additions, deletions and modifications of your End User Data.

4. Reservation of Rights

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You acknowledge that when you download, install or use the Mobile Device Software, GoX Studio may use automatic means (including, for example, cookies and web beacons) to collect information about your Mobile Device and about your use of the Mobile Device Software (which is included in the definition of End User Data). You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the Mobile Device Software or certain of its features or functionality, and the Mobile Device Software may provide you with opportunities to share information about yourself with others. All information GoX Studio collects through or in connection with this Mobile Device Software and your use thereof is subject to GoX Studio 's privacy policy, which is located on GoX Studio 's website www.goxstudio.com and which may be updated from time to time without notice ("**Privacy Policy**"). By downloading, installing, using, and providing information to or through this Mobile Device Software, you consent to all use and actions taken by us with respect to your information pursuant to the Privacy Policy. You also consent to any transfer, sale, assignment, conveyance or license by GoX Studio of your End User Data. All data provided to third parties will be de-identified data.

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- (b) GoX Studio Data. All GoX Studio Data is the sole property of GoX Studio. GoX Studio has the right to use, collect, store, create, aggregate, mine, analyze, modify, commercialize, assign, convey, sell, lease, license or transfer GoX Studio Data in any form, for any purpose and in any manner. Any GoX Studio Data provided to you shall be subject to limitations and restrictions imposed by GoX Studio 's Privacy Policy and other commercial agreements to which GoX Studio may be a party.

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GoX Studio may from time to time in its sole discretion develop and provide Mobile Device Software updates, which may include upgrades, bug fixes, patches and 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 GoX Studio 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:

- (a) the Mobile Device Software will automatically download and install all available Updates; or
- (b) you may receive notice of or be prompted to download and install available Updates.

In order to be able to fully utilize the Mobile Device Software, you must promptly download and install all Updates. You acknowledge that the Mobile Device Software 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 Mobile Device Software and be subject to all terms and conditions of this Agreement.

9. Third Party Materials

The Mobile Device Software may display, include or make available third-party content (including data, information, applications 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 GoX Studio is not responsible for Third Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. GoX Studio 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 at entirely at your own risk and subject to such third parties' terms and conditions.

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- (a) The term of Agreement commences when you download/install the Mobile Device Software or acknowledge your acceptance, and will continue in effect until terminated by you or GoX Studio as set forth in herein.
- (b) You may terminate this Agreement by deleting the Mobile Device Software and all copies thereof from your Mobile Device.
- (c) GoX Studio may terminate this Agreement at any time without notice if it ceases to support the Mobile Device Software, which GoX Studio may do in its sole discretion. In addition, GoX Studio may immediately terminate this Agreement with or without any notice if you violate any of the terms and conditions of this Agreement.
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 - (iii) your access to GoX Studio 's Hosted Software, your account and your End User Data will be terminated.
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- (b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE GREATER OF (i) THE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICATION AND (ii) ONE HUNDRED DOLLARS (U.S.). 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 GOX STUDIO 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.

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13. Indemnification

You agree to indemnify, defend and hold harmless GoX Studio and its officers, directors, employees, agents, affiliates, service providers, 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 reasonable attorneys' fees, arising from or relating to your use or misuse of the Mobile Device Software or your breach of this Agreement.

14. Governing Law

This Agreement is governed by and construed in accordance with the internal laws of the State of Arizona without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of or related to this Agreement or the Mobile Device Software shall be instituted exclusively in the federal courts of the United States or the courts of the State of Arizona. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

15. 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 APPLICATION MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

16. Entire Agreement

This Agreement constitutes the entire agreement between you and GoX Studio with respect to the Mobile Device Software and the use of the Hosted Software and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect thereto. 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. 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.