ENDEAVOR BUSINESS MEDIA STANDARD ADVERTISER TERMS AND CONDITIONS

These advertising terms shall apply to all print and digital advertisements ("Advertisements") that are submitted to Endeavor Business Media, LLC and its Affiliates, including, but not limited to Endeavor Healthcare Media I, LLC and Endeavor Healthcare Media II, LLC (collectively "Endeavor"), and which Endeavor accepts for publication. For the purposes of these Terms & Conditions, "Magazine" shall refer to Medical Laboratory Observer, whether print or digital versions. Submission of insertion order for placement of advertising in the Magazine constitutes acceptance of these terms and conditions, as may be revised by Publisher from time to time. No terms or conditions in any insertion orders, oral instructions, reservation orders, blanket contracts, instructions or documents that conflict with or alter these terms and conditions will be binding on Publisher, unless authorized in writing by a senior executive of Publisher. For purposes of these terms, "Advertiser" means the ultimate customer whose products or services are advertised in the Advertisement as well as any agent, broker, or other intermediary submitting an Advertisement (sometimes referred to separately as "Agency"). For the avoidance of doubt, Advertiser and its Agency, if any, shall be jointly and severally liable to Endeavor for any obligation, including payment, arising under these terms. All advertising and copy is subject to Publisher's approval. Publisher reserves the right to reject or cancel any advertisement, insertion order, space reservation, or position commitment at any time for any reason. These Terms and Conditions, other than rates, are subject to change by Publisher without notice. Rates are subject to change upon notice from Publisher, except as specified in a signed contract.

PRINT: Print quality standards are based on SWOP standards and regulations. The Publisher reserves the right to select ad location unless the Advertiser pays for and specifies a special position. Publisher may insert the word "ADVERTISEMENT" or "SPONSORED CONTENT" in any ad that simulates or resembles editorial matter. Advertising requiring additional preparation must be submitted with the insertion order at least one week prior to materials due date. Changes submitted past the due date cannot be guaranteed and are subject to additional charges. Contracts may be canceled by the Advertiser or the Publisher only with advance written notice prior to the closing date of the relevant issue.: Cancellations must be in writing and are not considered accepted until confirmed in writing by Publisher. Cancellation or changes in orders may not be made by the Advertiser or the Agency after the closing date of the Publication. Should the Advertiser fail to fulfill the contract terms of frequency rates agreed upon, the Publisher may bill the Advertiser for the difference between the rate paid on previous ads and the rate earned (short rate). Publisher also may bill Advertiser for the value of merchandising credits utilized, but not earned due to the failure to fulfill the contract.

DIGITAL: Digital Products include but are not limited to Website Ads, Custom Digital Content, Whitepapers, e-Newsletter ads, and Webinars. Advertiser acknowledges and agrees that Publisher is the sole owner of any copyright in all ads (including artwork) prepared by the employees or agents of Publisher on behalf of the Advertiser and neither the Advertiser nor any other party is entitled to publish, reproduce or otherwise enjoy the rights in such ads or artwork without prior written permission. All Digital Products are subject to Publisher's final approval. Advertisements posted on websites may be consecutively and positionally rotated with other ads, unless the Advertisers pays for and specifies a special position. Advertiser's or its Agency's digital signature or email approval on the sample of the ad constitutes Advertiser's financial acceptance of the ad and/or Digital Product and suitability for publication. Full payment must be received by Publisher, along with an executed copy of this Agreement, prior to publishing the Digital Product. Digital products are sold as fl at rate only. Publisher makes no representation or warranty, express or implied, as to the efficacy, viewability, or suitability of any Digital Product published/posted by or on behalf of the Advertiser, nor to the effectiveness, or outcome of, or response to such Digital Product, and the Advertiser's liability to pay the fee in full and without deduction shall not be dependent in any way upon such efficacy, outcome of or response to the Digital Product.

CONFIDENTIALITY: Advertiser agrees that all pricing information is confidential. Advertiser further agrees that all the information contained in the leads shall remain confidential and shall not be disclosed or made available for use by any third party through any means including, but not limited to, sale, rental or transfer. In the event of a breach of this confidentiality provision by Advertiser or Agency, Publisher shall be entitled to seek injunctions, both preliminary and final, without bond or security, and such remedies shall be in addition to any other remedies available, including, but not limited to, a claim for damages.

DEADLINES: If materials (including but not limited to copy, artwork, and ad approval) are not received by the due date, Publisher is authorized to substitute available materials or previously run materials in its place or delete the space and charge the Advertiser for the full cost for the space.

PAYMENT: Advertiser agrees to pay the charges specified in the Media Kit for advertising published at their direction. In the event Advertiser default in payment of bills, the Advertiser and Agency, if any, will be jointly liable for all fees and sums of collection, including but not limited to, reasonable attorney's fees and court costs incurred by the Publisher in the collection of said bills. Amounts due under this agreement not received from Agency within Publisher's payment terms may be rebilled directly to the Advertiser. This Agreement may not be canceled or terminated by the Advertiser and/or Agency for any reason after the order has been fulfilled. The net amount due is non-refundable. If a credit card is used for payment, Advertiser/Agency agrees that Publisher may charge the amount due to the credit card provided. An Agency commission of fifteen percent (15%) is given to Publisher-recognized agencies if payment is made within the Publisher's payment terms for invoices paid within 30 days. No agency commission is payable, and Publisher will not grant any discounts, on production charges. Any discounts received by Advertiser on ad space charges may not be applied to production charges. All past-due account balances shall be subject to a one and one-half percent (1.5%) monthly finance charge so long as the amount is outstanding and all invoices past terms shall be subject to a twenty percent (20%) late fee. Unpaid invoices past 60 days are subject to commission forfeiture.

PAYMENT IS NET 30 DAYS. AUTHORITY AND INDEMNITY: Advertiser and Agency, if any, warrants: (a) that it has full power and authority to enter into this Agreement on behalf of Advertiser; (b) that Advertiser has been made aware of and has agreed to its joint and liability hereunder; and (c) that nothing in this Agreement shall be construed to establish a principal-agent relationship between Publisher and Agency. Advertiser assumes sole and full responsibility for the materials provided and content of any Advertisement and shall indemnify Publisher and hold Publisher harmless, including reimbursement of costs and reasonable attorney's expenses, for any claims arising against Publisher including, but not limited to, claims for defamation, libel, rights of privacy, unfair competition, trademark and copyright infringement, that material or advertisement is or is likely to be misleading, deceptive or in violation of any applicable law, regulation, rule, ordinance, order or guideline.

ASSIGNMENT: Publisher may assign any of its rights or obligations under the Agreement to any third party at any time without notice to the Advertiser. Advertiser may not assign any of its obligations hereunder without prior written approval of Publisher. Advertiser must notify Publisher in writing within 7 days of any change of ownership of the Advertiser and fully indemnifies Publisher against any loss or damage suffered by Publisher as a result of such change. The Agreement shall not be amended or any waiver of any term granted except by a document in writing signed by all parties' authorized representative.

ENFORCEMENT: Every dispute concerning the interpretation, effect, or breach of this Agreement shall be governed in accordance with the laws of the State of Florida without giving effect to any choice or conflict of law provision or rule and the parties agree to resolve every dispute related to Advertiser and Publisher's relationship in a competent court located in Sarasota County, Florida. If Publisher is forced to take legal action to enforce or interpret the provisions of this Agreement, including collection of payments due, all costs, including but not limited to, collection fees, reasonable attorneys' fees, travel expenses, court costs, and any post-judgment collection fees shall be the sole responsibility of Advertiser.