

Terms and Conditions

These terms and conditions shall apply to the Affiliate Licensing Agreement, OrthoAscent Device License Agreement or Add-On OrthoAscent Device License Agreement (“Agreement”) and are incorporated therein. All terms and definitions stated in the Affiliate Licensing Agreement, OrthoAscent Device License or Add-On OrthoAscent Device License Agreement apply to these terms and conditions. Licensee is not permitted to alter or otherwise amend these terms and conditions without the express written consent of Licensor.

1. **HIPAA:** Licensor and Licensee agree that all sharing of Protected Health Information, as defined by the Health Information Portability and Accountability Act of 1996 and the regulations thereunder (collectively “HIPAA”), shall be done in compliance with HIPAA.

2. **Background Screening:** Every provider working for Licensee who prepares the Injectates shall be subject to background screening as a precondition to the granting of the License under this Agreement. Licensee hereby authorizes Licensor to investigate its background and qualifications. Licensee acknowledges and agrees that Licensor will utilize a third-party vendor or vendors to assist in checking such information, and Licensee specifically authorizes such an investigation by information services and outside entities of the Licensor’s choice. Licensee acknowledges and agrees that it may withhold permission to conduct such an investigation, and in such a case, no investigation will be done, and no License shall be granted to any physician who refuses to participate. The “Background Screening” may include, at a minimum: (i) drug screening; (ii) check for criminal and civil proceedings at both the state and federal levels; (iii) driver’s license history examination; (iv) professional licensure status check for each jurisdiction in which Licensee is or has been licensed; (v) child, dependent adult, and sexual abuse registry check; (vi) verification of academic and work history including obtaining copies of student records, state board records and employment files; and (vii) any other screening (not including a credit history examination) that Licensor believes to be reasonable and necessary. Licensee physicians who have not completed the Background Screening may NOT use the License during the pendency of the Background Screening. If Licensor determines, in its sole and absolute discretion, to withhold a License to an individual physician of the Licensee as a result of the Background Screening, Licensor shall give written notice to the Licensee of such determination (the “Rescission Notice”). The Parties hereby expressly agree that this Agreement shall be unconditionally rescinded ab initio effective as of the Effective Date, and each Party to the Agreement will be restored to the position it was in immediately before the Agreement was executed. Effective as of the date of the Rescission Notice, each Party, for itself and each of its respective successors and assigns, hereby fully and unconditionally releases and forever discharges the other Party, and its successors and assigns, of and from any and all actions, causes of action, suits, debts, obligations, claims, liabilities, and demands whatsoever that it has or may have under this Agreement. Each Party hereby covenants to the other Party that, with respect to any claim or obligation released by the rescission under this Section 4(b), it will not directly or indirectly encourage, solicit, or voluntarily assist or participate in any way in the filing, reporting, or prosecution by itself or any third party of a suit, arbitration, mediation, or claim (including a third-party or derivative claim) against the other Party relating to any such released claim or obligation.

3. **Fees and Payment:** Except for the Onboarding Fee which is non-refundable and due upon signing, all recurring fees under this Agreement, or for any additional services elected by Licensee, shall be due and payable on the first day of each month. Payment shall be processed using a credit card on file,

and Licensor shall provide Licensee with a credit card receipt following such payment. For 2025, pricing shall be two thousand five hundred fifty-one dollars and no/100 (\$2,552) for one OrthoAscent PRP masterpack and three thousand nine hundred ninety-six dollars and no/100 (\$3,996) for one OrthoAscent BMC masterpack). Pricing is subject to adjustment effective January 1 of each calendar year; provided, however, that Licensor reserves the right to implement mid-cycle price changes, whether temporary or permanent, in response to extraordinary market or economic conditions. Call center and patient liaison fees shall be quoted separately and shall be governed by the same Terms and Conditions set forth in this Agreement. If Licensee fails to pay Fees within 30 days of receiving an invoice from Licensor, a reasonable late fee will be assessed not to exceed twelve percent (12%) per annum. At such time as the total Fees due exceeds five thousand dollars and no/100 (\$5,000), unless Licensee provides reasonable assurance of its ability to timely pay fees due and establishes a payment plan with Licensor, Licensor reserves the right to suspend or terminate the Licensee’s license, and/or withhold Corporate program payments.

4. **Covered Persons:** Licensee expressly acknowledges and agrees that the terms and conditions of this Agreement, together with all of its obligations, apply to each Covered Person, regardless of whether such Covered Person prepares, has involvement with the preparation of, or has knowledge of the process of preparing, the Regenexx Injectates. Licensee covenants and agrees to ensure that no Covered Person violates the terms and conditions of this Agreement and shall be liable for any violations.

5. **Intellectual Property Rights:** All intellectual property: (1) belonging to Licensor or its affiliates, or (2) associated with the License including, without limitation, all patents, patent applications, trademarks, service marks, copyrights know-how and trade secrets (collectively the “IP”), including any improvements developed by Licensee, is the exclusive property of Licensor and the License granted herein does not convey any ownership rights therein to Licensee. In additional consideration for the License granted herein, Licensee acknowledges and agrees that: all (A) IP developed by Licensee during, or arising out of, or as a result of, the preparation of the Injectates; (B) SOPs or educational materials (such as written documents, presentations, lectures, videos, etc.) related to the Injectates (whether or not provided by the Licensor); and (C) further written or electronic content created by the Licensee (or any Covered Person) related to the IP ((A), (B), and (C) collectively, the “Derivative IP”), is the exclusive property of the Licensor. Licensee hereby assigns all interests, rights and ownership in such Derivative IP, or materials related thereto, to Licensor. Licensee expressly agrees not to develop, or attempt to develop, any Derivative IP without the prior written consent of the Licensor. Licensee agrees to cooperate with Licensor and any governmental or quasi governmental entity, and to assist Licensor through, inter alia, the provision of data as well as technical, marketing, patenting and licensing information and assistance, and the signing of all necessary documents and papers, to allow Licensor to perfect its interests and to acquire ownership in said IP and any Derivative IP. In addition, Licensee hereby irrevocably designates and appoints the Licensor and its duly authorized officers and agents, as Licensee’s agents and attorneys-in-fact, with full power of substitution, to act for and on behalf of Licensee and instead of Licensee, to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by Licensee. Any assignment of copyright hereunder includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as “moral rights” (collectively “Moral Rights”). To the extent such Moral Rights cannot be assigned under applicable law and to the extent the following is allowed by

the laws in the various countries where Moral Rights exist, Licensee hereby waives such Moral Rights and consent to any action of the Licensor that would violate such Moral Rights in the absence of such consent. Licensee will confirm any such waivers and consents from time to time as requested by the Licensor. Licensee shall disclose promptly all IP or Derivative IP developed hereunder to the Licensor. During the Term, Licensee shall have an ongoing duty to report to Licensor any potential or actual IP infringement by Licensee or any other third party

6. **Branding:** Licensee must first obtain Licensor approval prior to discussing Regenexx in a public forum. This includes, but is not limited to advertising, news media, and other public discussion of the Injectates by Licensee. In all approved uses, Licensee shall ensure that the media, including public or private social media, must use the Regenexx Branding as discussed in these Terms and Conditions.

7. **Website Use:** For the Term hereof, Licensee hereby grants Licensor the right to place one web page (the "Licensor Page") on the Licensee's website (or more pages as required by the Licensor). Licensor Page(s) shall be readily accessible by the public from the Licensee's home page or a suitable web page (e.g., a web page on which medical services or treatments are listed or described). Licensor shall provide a limited license to the Licensee to use the Regenexx logo for purposes of hyperlinking or advertising the Licensor Page. Licensor shall have complete control over the content and style of the Licensor Page; provided, however, that Licensee shall have the right to approve the Licensor Page before it is accessible by the public; such Licensee approval shall not be unreasonably withheld. Licensor shall be solely responsible for the content of the Licensor Page, including compliance with applicable federal and state laws and regulations. Licensor shall be solely responsible for any cost in developing the content of the Licensor Page; however, Licensee shall be responsible for any costs incurred in placing the Licensor Page on Licensee's website, including any formatting or coding of the content. Licensor agrees that it shall not use the Licensor Page to solicit patients to Licensor or its affiliates. During the Term, Licensor shall list Licensee as a participant of the Regenexx Provider Network on Licensor's website and in its print materials; but only for such areas that Licensee has successfully completed (or tested out of) IOF Intermediate Skill Levels. Licensor is solely responsible for ensuring that its promotion of the Regenexx Provider Network and Licensee as a participant in the Regenexx Provider Network as well as the content of its website and all print materials produced by Licensor and/or its agents referencing the Regenexx Provider Network comply with applicable federal and state laws and regulations. For the Term of the Agreement, Licensor hereby grants Licensee the right to place one web page (the "Licensee Page") on the Licensor's website. Licensee Page shall be readily accessible by the public on such page(s) designed for other licensees. Licensee Page shall comply with all technical, content, and style specifications promulgated by the Licensor from time to time. Licensee shall be solely responsible for any cost in developing the content of the Licensee Page; however, Licensor shall be responsible for any costs incurred in placing the Licensee Page on Licensor's website, including any formatting or coding of the content.

8. **Other Advertising:** To the extent that Licensee offers its patients proprietary treatments, services, devices, or products, which do not directly or indirectly compete with any Licensor Injectate, product, or services (collectively, the "Licensee Offerings"), during the Term hereof, Licensor grants Licensee access to other Regenexx Network Providers to allow Licensee to promote the Licensee Offerings to such Regenexx Network Providers. Licensee agrees to defend, indemnify and hold harmless the Licensor Indemnified Parties (as defined below) from any and all claims, demands, liability, judgments, costs

and expenses (including investigation fees and costs, and reasonable attorneys' fees and costs at all arbitration, trial, and appellate levels) arising out of or related to the Licensee Offerings. Licensee explicitly agrees to obtain prior written approval from Licensor in order to advertise, market, present, publicize or otherwise promulgate in any nationwide media or in a forum reasonably intended or calculated to create nationwide interest or attention with respect to the Licensor, its physicians, or practice concerning the Injectates. All advertising and promotional uses of the Branding by Licensee shall conform to or exceed all applicable laws, regulations and policies governing the advertising of medical services in the United States. From time to time as requested by Licensor, all Covered Persons must review, and sign Licensor's policies and Injectates related to marketing and advertising and sit for training courses and assessment exams. Violation of any of the provisions set forth may result in the immediate termination of this Agreement, in the sole discretion of Licensor, as well as any other remedies set forth herein or available to the Licensor at law or equity. Further, the parties agree that the actual, alleged, or anticipated breach of any of the restrictions shall allow the Licensor to seek injunctive relief, including a temporary injunction in a summary proceeding preventing the Licensee from engaging in the activity which is the subject of the suit. Licensee shall waive any requirement that Licensor post a bond or surety obligation related to its action to seek such a temporary injunction related to the actual, alleged, or anticipated breach of this section.

9. **Registry Participation and Required Education:** Ongoing participation of the Licensee and, to the extent patients agree to participate, its patients in the Regenexx Patient Registry is required under the License. Licensee shall also complete all necessary training and continued education. With respect to the registry: (i) Licensee hereby covenants and agrees to execute a separate Participation and Data Use Agreement within 30 days of the Effective Date of this Agreement. Licensee further acknowledges that it is responsible for an annual monthly registry fee, and covenants and agrees to pay such fees when due and payable; (ii) If reasonably requested by Licensor, Licensee covenants and agrees to attend additional injection training classes offered by and through the IOF and to pay all fees assessed by the IOF for such training; (iii) If reasonably requested by Licensor, Licensee covenants and agrees to attend additional cadaver training courses (by body region) offered by and through the IOF and to pay all fees assessed by the IOF for such training; (iv) Licensee covenants and agrees to attend hands-on, accredited continuing medical education ("CME") classes offered by and through, and as required by, the IOF and to pay all fees assessed by the IOF for such training; and (v) All IOF fees are set exclusively by the IOF; Licensee shall communicate with the IOF to determine applicable fees.

10. **Non-Competition:** In the event of a breach or threatened breach by either party of the obligations under Section 8 of the Agreement, each party acknowledges that an offended party will not have an adequate remedy at law, that damages for breach of the restrictive covenant provisions are difficult to ascertain, and that therefore the remedy of injunctive or other equitable relief is appropriate. Each party further agrees that in the event of a dispute as to whether or not there has been a violation of any part of this Section 8, the offended party shall be entitled to seek a temporary injunction in a summary proceeding preventing the offending party from engaging in the activity which is the subject of the suit, upon a prima facie showing by the offended party of a breach or threatened breach of any provision of this Section 8. Licensee hereby waives any requirement that Licensor post a bond or surety obligation related to its action to seek such a temporary injunction related to any alleged breach or threatened breach of Section 8 of the Agreement. Nothing shall be construed as prohibiting the offended party

from pursuing other remedies available for breach or threatened breach of Section 8 of the Agreement, including the recovery of damages. Each party acknowledges that such damages may include, but shall not be limited to, disgorgement to the offended party of all profits, distributions, wages or any other forms of personal inurement or gain obtained by such party as a result of such party's breach or threatened breach of this Section 8.

- 11. Regulatory Activities:** Licensee shall be solely responsible for all regulatory activities arising from its use of the Injectates; provided, however, that Licensee shall advise, and coordinate with, Licensors in advance of any regulatory submission with respect to the Injectates and shall provide Licensors with copies of any such submission or correspondence with the regulatory agency or body. Licensee shall not voluntarily take any action or fail to take any action which would be reasonably likely to have an adverse effect on the license of the Injectates granted to Licensee hereunder.
- 12. Publication:** Licensee explicitly agrees to present manuscripts regarding or referring to the Injectates or any Injectate to the Licensors for review prior to publication. The nature of the Licensors' review shall be to ensure the protection of intellectual property rights inherent in the Injectates. Licensee explicitly agrees not to publish any manuscript in hard copy, electronically, or otherwise, without the approval of the Licensors, which shall not be unreasonably delayed or withheld.
- 13. Commercialization:** Commercialization of any product, process, Injectate, or other arising from or related to Licensee's use or knowledge of the Injectates shall not be undertaken by Licensee without the written consent of the Licensors, which shall not be unreasonably delayed or withheld.
- 14. Legal Opinion:** Licensors strongly recommend that Licensee obtains a legal opinion, in a form satisfactory to Licensors, stating that Licensee's Licensed Use of the Injectates does not violate federal law or the law of the state(s) in which Licensee operates. In the event that Licensee does NOT obtain such a legal opinion, Licensee agrees to defend, indemnify and hold harmless the Licensors Indemnified Parties from any and all claims, demands, liability, judgments, costs and expenses (including investigation fees and costs, and reasonable attorneys' fees and costs at all arbitration, trial and appellate levels) arising out of or related to any action by any federal, state, municipal or other regulatory authority or third party alleging that the Licensee's Licensed Use or other use of Injectates violate or may violate any law, regulation, guideline or policy of such authority.
- 15. Audit Rights:** During the Term, and during the Non-Competition Period (as defined below), Licensee agrees to allow Licensors to audit Licensee's practice given reasonable notice. Licensee shall provide access to all relevant records, systems, documents, and personnel for the purpose of quality control or quality verification, ensure compliance with the License, the payment of Fees hereunder, the restrictive covenants set forth in Section 14 below, and other obligations and covenants of Licensee under this Agreement. Such auditing may include, without prior notice to Licensee, site visits by Licensors and its authorized representatives to Licensee Physical Address(es), review of quality assurance data, and review of Licensee's Regenexx patient schedule, books, and medical records (subject to HIPAA constraints). All such audits shall be conducted during Licensee's normal business hours at Licensee's sole expense. An effective quality assurance program relies upon all patients treated with Injectates being entered into the Regenexx Patient Registry. In the event that Licensee fails to reasonably cooperate with the audit, causes undue delay, or otherwise impedes or obstructs the audit process, the Licensee shall be responsible for all reasonable costs and expenses incurred by Licensors in connection with such audit, including but not limited to accounting and legal fees and administrative costs, if any noncompliance or underpayment is ultimately found. Licensors shall be entitled to recoup such costs by offsetting them against any payments due to the Licensee under this Agreement or by any other lawful means available, including but not limited to seeking direct reimbursement out of fees payable through the corporate program.
- 16. Representations and Warranties:** (a) Licensors hereby represents and warrants that: (i) it has all rights, titles, licenses, permissions and approvals necessary to grant Licensee the License and other rights granted in this Agreement and that the grant of such License and other rights is not in breach of any agreement to which it is a party or otherwise bound or any applicable law or regulation; and (ii) the Injectates and the grant of the License to Licensee do not infringe upon any third party's intellectual property rights or contractual obligations; (b) Licensors makes no warranty of merchantability or fitness of the Injectates for any particular purpose or any other warranty, either expressed or implied; (c) Licensee agrees to assume full responsibility for, and to defend, indemnify and hold harmless the Licensors Indemnified Parties from any and all third-party claims, demands, liability, judgments, costs and expenses (including investigation fees and costs, and reasonable attorneys' fees and costs at all arbitration, trial, and appellate levels) arising out of or related to the use of the Injectates by Licensee, unless such liability results from any act or failure to act of the Licensors; (d) Licensee hereby represents and warrants that: (i) it has all rights, title, licenses, permissions and approvals necessary to perform its obligations under this Agreement; (ii) it will ensure that the Injectates at all times will be used and handled in compliance with all applicable laws, regulations, and practices applicable to the use of medical or surgical Injectates similar to the Injectates; (iii) it will ensure that only physicians who have signed a License Agreement with Licensors shall have access to the Injectates; and (iv) it will ensure that professional malpractice insurance is obtained and maintained in accordance with, and conforms to, best practices and industry standards with respect to insurance; (e) Licensee further represents and warrants that, except as otherwise disclosed in writing to the Licensors: (i) it has never had any license (or other permit to operate) investigated, denied, withdrawn, suspended, terminated, voluntarily relinquished under the threat of disciplinary action, or otherwise restricted in any way; (ii) it has never been subject to a substance use monitoring program (or professional education program therefor); (iii) it has never been suspended, excluded, debarred, or sanctioned under any third-party payor program, including Medicare and Medicaid; and (iv) it has not been subject to professional malpractice claims. Licensee and its physicians shall remain free from any claim of malpractice and state board of medicine and state and federal government investigation. If any such investigation commences or claims are brought against Licensee, its physicians, or both, or Licensee or its physicians should have reasonably known of the likelihood of such investigation or claim, Licensee shall report such claim or investigation to Licensors within five (5) business days; and (f) Each party hereby represents and warrants that it shall comply with any and all laws applicable to the party, including applicable provisions of HIPAA, state privacy laws, and federal and state health care fraud and abuse statutes and regulations, including the federal Anti-Kickback Act and relevant safe harbor regulations.
- 17. Confidentiality:** (i) During the Term, each party may obtain confidential information concerning the personal information, finances, management, structure, marketing and/or general operations of the other party, all of which is proprietary "trade secret" information belonging to the "Disclosing Party" (the "Confidential Information"). Such Confidential Information specifically includes the Injectates, all Background Screening information, and

this Agreement and all its terms and conditions. During the Term hereof and for three years after the date of any rescission, termination, or expiration date of this Agreement (the "Confidentiality Period"), each party and its physicians, officers, directors, managers, equity holders, employees, contractors, representatives, and agents agree not to disclose such Confidential Information to any person or entity without the express written consent of the Disclosing Party, except (A) in undertaking its duties under this Agreement, or (B) to patients and prospective patients as necessary to educate or explain the Injectates to such individuals; or (C) as otherwise required by law. Each party further agrees during the Confidentiality Period not to use any such Confidential Information for any purpose other than performing its obligations and exercising its rights under this Agreement. This prohibition includes, but is not limited to, teaching, discussing, or otherwise communicating with or to individuals or entities not under a current License Agreement with the Licensor information regarding or arising from (A) the Injectates; (B) Regenexx physician and staff training content; and (C) any injection techniques proprietary to Licensor as set forth on the Regenexx Core Injection Skills Checklist, which is available upon request and is incorporated herein by reference. Licensee covenants and agrees to verify with Licensor, in advance, the current license status of any intended recipient of such training, discussions, or communications of Licensor-proprietary information. This Section is not intended to prevent Licensee from teaching, discussing, or otherwise communicating non-proprietary injection techniques (e.g., Hackett Hemwall prolotherapy courses).

18. Non-Disparagement: Neither party shall, at any time, in any communication, in any media (e.g., orally, in writing, electronically), in any form (including public or private social media), or otherwise, criticize, ridicule, or make any statement which disparages or is derogatory of, or otherwise injurious to, the other party or its operations, financial condition, prospects, products or services, or any of its present, former or future equity holders, officers, directors, managers, employees, and/or affiliates.

19. Termination: This Agreement may be terminated by either party, upon written notice to the other party's breach of this Agreement by the other party, with such breach continuing for 10 days after written notice to the breaching party stating the specific breach; provided, however, (A) if the breach is not susceptible of cure within said 10-day period in the reasonable opinion of the non-breaching party, then the breaching party shall have 30 days to cure such breach, provided that the breaching party commences action to cure said breach within the 10 day notice period and continues diligently to cure such breach thereafter; and (B) if the breach is not susceptible to cure at any time in the reasonable opinion of the non-breaching party, no 10-day notice period need be given to the breaching party prior to the immediate termination of this Agreement; or if (A) either party files for bankruptcy, is adjudicated bankrupt, files a petition under insolvency laws, is dissolved or has a receiver appointed for substantially all of its property; (B) either party or any of its officers or directors is indicted for, convicted of, or enters a pleading of guilty or nolo contendere to, any crime involving moral turpitude or any felony; or (C) either party exhibits willful conduct that is demonstrably and materially injurious to the other, monetarily or otherwise. Any breach or threatened breach of any of the restrictive covenants set forth in Section 7 of the Affiliate Licensing Agreement, OrthoAscent Device Licensing or Add-On Device Licensing Agreement shall constitute grounds for the non-breaching party to terminate this Agreement immediately, with no cure period, upon written notice to the other party. In addition to its other rights of termination under this Agreement, Licensor may terminate this Agreement, without any cure period, with written notice to Licensee upon (i) termination or suspension of

Licensee's status of good standing in any jurisdiction in which it operates; (ii) any imposition of license discipline of a Licensee physician or any physician affiliated with Licensee; (iii) Licensee's failure to comply with the communications and advertising restrictions referenced in Section 9; (iv) Licensee fails to provide reasonable assurances of its ability to maintain a going concern and the ability to meet financial obligations; (v) Licensee has not onboarded and Onboarding Fee has not been paid within 6 months of the Effective Date; or (vi) Licensee fails to schedule and evaluate a Regenexx patient for nine (9) consecutive months.

20. Duties upon Termination or Expiration: Upon any termination or expiration of the Agreement: (i) each party shall return any and all copies of the other party's Confidential Information in its possession or irretrievably delete (or order the deletion of) such Confidential Information that is stored electronically; (ii) Licensee, and all its Covered Persons, will (A) cease all preparation of the Injectates for any purpose; (B) cease presenting itself as a Regenexx Network Provider; (C) cease all use, reference to, or distribution of any and all scientific, educational, or promotional materials (such as written documents, presentations, lectures, videos, or webpages) related to the Injectates, whether or not such materials contain any Branding or are copyrighted by Licensor; (D) return to the Licensor the Centrifuge and any Licensor-provided materials containing the Branding; (E) cease to market themselves as being able to offer Regenexx Injectates. (iii) except in the event of any termination or expiration of this Agreement as a result of the breach of this Agreement by Licensor, all amounts owed to Licensor by Licensee which have accrued prior to, or as a result of, any termination or expiration of this Agreement (including all Fees and Shortfall), shall become immediately due and payable to Licensor; (iv) Licensor and Licensee shall work together in good faith to provide notice to Licensee's patient base that it is no longer a Regenexx network provider and identify alternate Regenexx network providers for future treatment needs; (v) Licensor and Licensee shall participate in a confidential exit interview to discuss company best practices, needs, and ways to improve; and (vii) all duties and obligations of either party under any provisions of this Agreement, which, by their nature, are intended to survive the termination or expiration hereof, shall survive and remain unchanged.

21. Indemnification: In addition to any other indemnification provided in the Agreement: (a) Licensor agrees to defend, indemnify and hold harmless the Licensee and its past, present, and future physicians, officers, directors, managers, employees, agents, successors, and assigns (collectively, the "Licensee Indemnified Parties") from any and all claims, demands, liability, judgments, costs and expenses (including investigation fees and costs, and reasonable attorneys' fees and costs at all arbitration, trial, and appellate levels) arising out of or related to any breach of any warranty or representation made by Licensor or breach of any obligation under this Agreement. (b) Licensee agrees to defend, indemnify and hold harmless the Licensor and its past, present, and future officers, directors, managers, employees, agents, successors, and assigns (collectively, the "Licensor Indemnified Parties") from any and all claims, demands, liability, judgments, costs and expenses (including investigation fees and costs, and reasonable attorneys' fees and costs at all arbitration, trial, and appellate levels) arising out of or related to any breach of any warranty or representation made by Licensee or breach of any obligation under this Agreement; and (c) Notwithstanding the above, to the extent not covered by insurance, each party shall hold harmless and indemnify each other party, and its respective past, present, and future officers, directors, managers, employees, agents, successors, and assigns, from and against any and all third-party claims, actions, causes of action, verdicts, demands, orders, judgments, settlements,

liabilities, losses, costs, obligations, damages, expenses, offsets, deductions, refunds, recoupments, or penalties resulting from or attributable to any act or omission of the first party; provided, however, that this section shall be of no force and effect in the event that it results in a denial or reduction in insurance coverage under an applicable insurance policy.

22. Dispute Resolution: A party shall send written notice to the other party of any Dispute ("Dispute Notice") arising out of or relating to the Agreement. The parties shall first attempt in good faith to resolve any Dispute set forth in the Dispute Notice by negotiation and consultation between themselves. If, after sixty days from the Dispute Notice, the parties cannot resolve any Dispute for any reason, either party may file suit in the District Court in and for Polk County, Iowa.

23. Independent Contractor. This Agreement is not intended, and shall not be construed, to create a venture, partnership, or association as between any party hereto. Each party is an independent contractor of the other. Except as specifically provided herein, no party shall have the authority to act on behalf of or bind another party with respect to any agreement or obligation. Each party shall be responsible to pay its own taxes arising from any activities under this Agreement and any remuneration received by Licensor.

24. Assignments; Amendments: The Agreement and any rights or obligations hereunder may be assigned or transferred, by operation of law or otherwise, by Licensor to any of its affiliated entities, or upon change of control, without the prior written consent of the Licensee; provided, however, Licensor shall give Licensee 30-days' written notice of any such assignment or transfer. Licensee may not assign any of its rights or obligations under this agreement. This Agreement shall not be altered, modified, supplemented or amended except pursuant to an instrument in writing signed by the parties hereto.

25. Waiver of Breach: No waiver of a breach of any provision of this Agreement shall be construed as a waiver of any breach of any other provision of this Agreement or to any succeeding breach of any provision of this Agreement.

26. Governing Law and Choice of Forum: This Agreement shall be governed by the laws of the State of Iowa without regard to contrary conflict of laws provisions or conflicting international law. Any proceeding arising out of this Agreement shall be held in the District Court in and for Polk County, Iowa.

27. Miscellaneous: (a) This Agreement constitutes the entire agreement among the parties with respect to the matters contained herein. It supersedes any prior agreement or understandings among them with respect to the matters contained herein; provided, however, that any rights, duties, or obligations established by any prior license agreement, physician agreement, or other agreement(s) between the parties, specifically including any duties of indemnification or to pay amounts owed, shall not be abridged or extinguished; (b) In the event that any rule, regulation, law or other final decision of a governmental or quasi-governmental entity results in any material term of this Agreement being held to be void or unenforceable, then the parties agree to enter into good faith negotiations to modify this Agreement, and if the parties cannot come to agreement on modifications to the Agreement to remedy the void or unenforceable term, either party may terminate this Agreement upon 60-days' written notice to the other party; (c) Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without impairing the right of each party to enjoy the essential, material considerations contemplated by this Agreement, rendering invalid or unenforceable the remaining terms and provisions of this Agreement, or affecting the validity or enforceability of any

of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only as broad as is enforceable; (d) All representations, warranties, and indemnities contained in this Agreement or in any document or certificate delivered pursuant hereto or in connection herewith, together with any provision which, by its terms, is intended or designed to survive the termination or expiration of this Agreement, shall survive the execution and delivery of this Agreement and the expiration or other termination of this Agreement; (e) The parties acknowledge that they have been represented by independent counsel or have been afforded the opportunity to be represented by independent counsel, in connection with this Agreement and the transactions contemplated hereby. Accordingly, any rule or law or any legal decision that would require the interpretation of any claimed ambiguities in this Agreement against the party that drafted it has no application and is expressly waived by the parties; (f) This Agreement may be executed in several counterparts, and all so executed shall constitute one Agreement binding on all parties hereto, notwithstanding that both parties are not signatories to the same counterpart. Digital and electronic format signatures as well as signatures transmitted digitally or electronically (e.g., via PDF file) shall be construed and accepted as original signatures.