

# **MPRAPP, LLC END USER LICENSING AGREEMENT (EULA)**

## **1. INTRODUCTION**

### **A. Description of Product:**

In order to properly use this product, you must use a smart cellphone with either an Android or IOS operating system.

The App is designed to help you take your medications on the date, hour and dosage that the Provider, your physician or pharmacist has designated to treat your condition, disease or illness. It is to help you be compliant with their instructions. It does not replace the need for you to be aware that you have ignored or not taken the medication. This is still your responsibility.

You will have certain options when you install the software to help you be compliant including having a reminder sent to you by the software that it is time to take the medication and to mark off that you have in fact taken the medication. You also have the option to not select either of these options. Ultimately, the proper taking of your medication is your responsibility.

### **B. Software requirements:**

1. The software can only be purchased and downloaded through. The Apple Store or Google Store. Therefore, you must have either an iPhone or Android cell phone prior to purchasing the App and downloading it.

2. You must use PayPal to purchase and download the App.

3. You will be given a software license that will be good for one year. Renewal rates and terms will be sent to you for approval and acceptance one month before expiration. The software use may be limited by the Provider who authorizes you to obtain the App.

4. The software will only work in conjunction with the Provider's authorization. If he/she does not continue to permit its operation, the right to use the software will cease.

5. You must also provide for the payments to maintain your phone service.

In order to have the use of this software you must agree to comply with the terms of the End User License Agreement which is set forth above and below. You will not be able to install the product unless you agree to the terms.

**IMPORTANT NOTICE: THESE TERMS AND CONDITIONS CONTAIN A BINDING ARBITRATION PROVISION AND WAIVER OF JURY TRIALS AND CLASS ACTIONS GOVERNING DISPUTES ARISING FROM USE OF THE SOFTWARE. IT AFFECTS YOUR LEGAL RIGHTS AS DETAILED IN THE MANDATORY ARBITRATION AND WAIVER OF CLASS ACTION SECTION BELOW. PLEASE READ CAREFULLY.**

2. **EFFECTIVE DATE.** This Software License Agreement (the "Agreement") is made, and effective date of purchase indicated on the bill of sale of the product. A record of the purchase from PayPal will be kept by PayPal and not by Licensor. The records of PayPal as to the date of purchase and the purchaser will be final.

3. **PARTIES TO THIS AGREEMENT.** The Agreement is between MPRAPP, LLC as (the "Licensor"), with its offices located at: 16311 Middlebelt Road, Livonia, Michigan 48154, the provider and the patient who is provided the software by the Provider, the purchaser of the license

**PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING OUR SOFTWARE ON YOUR MOBILE DEVICE AND RELATED WEBSITE.**

A. MRPAPP, LLC is a Michigan limited company with its principal offices in Livonia, Michigan and is hereinafter referred to as "MRPAPP," "Licensor," or "software provider." MRPAPP, LLL provides your physician or pharmacist with the MRP App, related Website for informational purposes, and other written material to support the App and its function.

B. The following Terms and Conditions are referred to as (this "Agreement"). The App and the Website and any other supporting materials, written or recorded are referred to together as the "Product." As used in these Terms and Conditions, 'you' or 'users' refers to individuals using the Product, having obtained the right to use the software through their pharmacist or physician referred to as the "Providers" who have been authorized by this license to use the Product to supervise or support the users.

C. By using the Product and/or by clicking the "I Agree" button, you unconditionally agree to follow and be bound by this Agreement and our Privacy Policy. By not agreeing to be bound the software will not be activated. If you do not agree to be bound by and comply with all of the terms of this Agreement, you may not use our Product. If you breach the agreements that follow and are contained in the Privacy Policy, you will not be allowed to use the software.

**PURCHASE OF A LICENSE FOR THE SOFTWARE THROUGH AN APP STORE IS ALSO GOVERNED BY THE TERMS OF SERVICE OF THAT APP STORE. LICENSOR HAS NO RESPONSIBILITY FOR AND WILL NOT BE LIABLE FOR ANY MATTER OR DISPUTE RELATED TO AN APP STORE TRANSACTION**  
**INTENDED USERS AND PERMITTED USE**

D. The Product is available only to users who are at least 18 years old. Under no circumstances should the Product be used by children without the consent of the issuing physician or pharmacist and without the parent/guardian's agreement to properly supervise the use of this software which is intended to further compliance with the taking of medications for the treatment of diseases and disease processed for both short term and long term.

E. Your use of the software on behalf of your minor is a consent to be bound individually and on behalf of the minor of the EULA and Privacy Policy. If you discover that

your child has been using the software without your consent, or that someone has been using it on behalf of your child without your consent, please contact us using the information below under “How to Contact Us,” and we will take the steps necessary to prevent the further use of the software. This software is being allowed to be used by you for your own personal use as designated by your Provider and only in accordance with their instruction and subject to this EULA and Privacy Rules. Use of and access to the use of the software is void where prohibited.

F. By accessing and using the software, you shall ensure that

(a) any and all registration information you submit to the Provider(s) is truthful and accurate

(b) you will maintain the accuracy of such information with the Provider

(c) your use of the software will comply with and does not violate any applicable law, regulation, order or guideline and

(d) you consent to receiving messages, updates, maintenance, and service of the software when required for its operation either from the Provider or from Licensor.

G. Information may come initially from your Provider. Licensor does not maintain a record of your personal information for contact purposes unless provided to it by your Provider. By using the license, you consent to having the Provider maintain your contact information for this purpose and to allow it to be given to Licensor by your Provider for the above purposes. After completion of the need for contact, the personal information will be deleted.

#### 4. MODIFICATIONS OF THIS AGREEMENT

We reserve the right to update or modify this Agreement at any time. Since we do not maintain your contact information you agree to periodically but not less than quarterly check the website for the current versions of the Privacy Policy and Licensing Agreements.

By continuing to use the software after any such changes are made to the Agreement, you agree to follow and be bound by this Agreement as changed. For these reasons, we encourage you to periodically review this Agreement. The current licensing agreement and privacy policies will be posted on the website.

#### 5. PROPRIETARY RIGHTS

Licensee/Providers acknowledges and agrees that the copyright, patent, trademarks, logos, trade secret, and all other intellectual property rights of whatever nature in the Software, Software Codes, Documentation and Specifications are and shall remain the property of Licensor, and nothing in this Agreement should be construed as transferring any ownership, aspects or ownership, or claim of interest of such rights to Licensee or any third party.

#### 6. CONFIDENTIALITY

Confidential, Privileged, and Proprietary Information. "Confidential, Privileged and Proprietary Information", shall mean the Software, Documentation, Specifications, and terms and conditions

of this Agreement. Licensee/Provider acknowledges the confidential, privileged, and proprietary nature of the Confidential Information and agrees that it shall not reveal or disclose any Confidential Information for any purpose to any other person, firm, corporation, or other entity, other than Licensee's/Provider's employees with a need to know such Confidential Information to perform employment responsibilities consistent with Licensee's/Provider's rights under this Agreement. Licensee/Provider shall safeguard and protect the Confidential Information from theft, piracy, or unauthorized access in a manner at least consistent with the protections Licensee/Provider uses to protect its own most confidential information. Licensee/Provider shall inform its employees of their obligations under this Agreement and shall take such steps as may be reasonable in the circumstances, or as may be reasonably requested by Licensor, to prevent any unauthorized disclosure, copying or use of the Confidential Information. Licensee/Provider acknowledges and agrees that in the event of the Licensee's/Provider's breach of this Agreement, Licensor will suffer irreparable injuries not compensated by money damages and therefore shall not have an adequate remedy at law. Accordingly, Licensor shall be entitled to a preliminary and final injunction without the necessity of posting any bond or undertaking in connection therewith to prevent any further breach of these confidentiality obligations or further unauthorized use of Confidential Information. This remedy is separate and apart from any other remedy Licensor may have.

7. **UNAUTHORIZED DISCLOSURE.** Licensee/Provider shall notify Licensor immediately upon discovery of any prohibited use of the App or disclosure of the Confidential Information, or any other breach of these confidentiality obligations by Licensee/Provider and shall fully cooperate with Licensor to help Licensor regain possession of the Confidential Information and prevent the further prohibited use or disclosure of the Confidential Information.

Licensee/Provider also understands and agrees that this App may contain confidential medical information and that it must not be disclosed to a third party without the consent of the User. A violation of this understanding may cause irreparable harm. Licensee/Provider shall notify Licensor of any breach thereof so that further distribution of the material or issues that may affect other users may be detected and corrected.

## 8. **VARIOUS DISCLAIMERS**

A. **REGARDING MEDICAL ADVICE.** Your use of any aspect of the Product is at your own risk. You must consult with healthcare providers and make your medical decisions based on their advice. The Product is intended to aid in the user's compliance with taking medication. It does not replace the duty of the user to timely remember to take their medications and when to take it.

B. **SECURITY OF DATA.** If you use and/or access the Product on or from any device which you do not have a right to legally possess, use, and add software, the Licensor shall not be responsible for the security of your data, including your personal information, and you

shall bear all responsibility for any breach, illegal access, loss and/or corruption or improper use of such data.

IN PROVIDING THIS PRODUCT, LICENSOR IS NOT PROVIDING ANY MEDICAL ADVICE OF ANY KIND. WE MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED WITH RESPECT TO THE PRODUCT. ANY MEDICAL INFORMATION IS GIVEN TO THE USER BY HIS LICENSED PROVIDER CONCERNING ANY CONDITION FOR WHICH TREATMENT IS BEING GIVEN, MEDICAL INFORMATION REGARDING THE UNDERLYING DISEASE, AND ANY OTHER HEALTH, MEDICAL ADVICE AND THE NEED FOR AND PRESCRIPTION OF MEDICATION TO TREAT THE CONDITION, OR OTHERWISE. IN ADDITION, SUCH ADVICE MAY BE PROVIDED BY THIRD PARTIES, INCLUDING OTHER USERS OF THE PRODUCT SUCH AS A PHARMACIST. WE CANNOT ACCEPT ANY LIABILITY WHATSOEVER IN RESPECT OF ANY SUCH CONTENT WHICH IS PROVIDED BY THIRD PARTIES AND/OR ANY OTHER USERS OF THE PRODUCT. ANY ACTIONS YOU TAKE BASED ON CONTENT, NOTIFICATIONS AND OTHERWISE PROVIDED BY THE PRODUCT ARE TAKEN AT YOUR SOLE RISK. YOU SHOULD ALWAYS CHECK ANY INFORMATION PROVIDED THROUGH THE PRODUCT TO ENSURE ITS ACCURACY, SUCH AS CONFIRMING THAT THE RIGHT MEDICATION, QUANTITY, DOSSAGE, ETC IS BEING ENTERED.

C. VIOLATIONS INVESTIGATIONS. We will investigate suspected violations of this Agreement or illegal and inappropriate behavior through the Product. Please note that we will fully cooperate with any law enforcement investigation or court order ordering us or directing us to disclose the identity, behavior or activities of anyone believed to have violated this Agreement or to have engaged in illegal behavior.

D. You may request termination of your account at any time and for any reason by notifying your Provider and by sending an e-mail to [info@mprapp.com](mailto:info@mprapp.com). More information about your rights can be found in our Privacy Policy. Any suspension or termination of your account shall not affect your obligations to us under this Agreement (including but not limited to ownership and limitation of liability), including all those obligations, which by their sense and context are intended to survive the suspension or termination of your account.

9. SUBSCRIPTION FOR SERVICES. At the present time, the subscription for this Product will be arranged for by your Provider so that the Product will be able to be installed and used on either your Android or Apple smart phone.

#### 10. TECHNOLOGY SUPPORT FOR THE SOFTWARE

We do not warrant or guarantee that the Product will function with your mobile device or will be compatible with the hardware or software on any particular smart phone. Information will be transmitted over a medium that will be beyond our control and jurisdiction; multiple factors, including network availability, may affect alert or notification delivery or otherwise interfere with the operation of the Product.

Without limiting the foregoing, we, our licensors, and our suppliers make no representations or warranties about (1) the availability, accuracy, reliability, completeness, quality, performance, suitability or timeliness of the Product and its performance, Content, including software, text, graphics, links, or communications provided on or through the use of the Product; or (2) the satisfaction of any government regulations requiring disclosure of information on prescription drug products or the approval or compliance of any software tools with regard to the Product.

We have no obligation to provide technical support or maintenance for the Product.

Although we take reasonable measures to keep the Product up to date, we do not provide defenses against such things as viruses, worms, Trojan horses or other code that contain destructive properties. We do not warrant or guarantee that files available for downloading through the internet will be free of such contaminations. Therefore, you should have an up-to-date defense installed on your phone for this purpose.

11. THERE ARE NO WARRANTIES FOR THIS SOFTWARE OR THE USE OF IT  
Notwithstanding that there are no warranties of any type given, express or implied, regarding the use of this Product, if Licensee/Provider notifies Licensor of an Error or inability to use the software during the ninety (90) days after downloading and installation, and Licensor is unable to repair the issue so that the software will work as intended, Licensor will refund the purchase price. This is the sole remedy available.

12. UPDATES AND MODIFICATIONS

Licensor will furnish any updates, modifications, improvements, and the like of the product for one year from the effective date. After the first year, Licensor does not warrant that it will continue to maintain, service the software, or renew the license for the use of the App.

13. SOLE REMEDY IN THE EVENT THE SOFTWARE DOES NOT WORK.

As indicated above, if the Licensor is unable to correct a problem in that the software will not perform during the first ninety (90) days as intended after installation THE PARTIES AGREE THAT LICENSOR'S SOLE RESPONSIBILITY IS TO REPLACE THE PRODUCT OR REFUND THE PURCHASE PRICE. EXCEPT FOR THE ABOVE, THE ENTIRE RISK OF THE SOFTWARE'S QUALITY AND PERFORMANCE IS WITH LICENSEE/PROVIDER. IN OTHER WORDS, THE ENTIRE RISK ARISING OUT OF THE USE, PERFORMANCE OR NON-PERFORMANCE OF THIS SOFTWARE IS UPON YOU.

WE ARE NOT RESPONSIBLE FOR THE FAILURE OF THE SOFTWARE TO PROPERLY WORK FOR ANY REASON INCLUDING BUT NOT LIMITED AS A RESULT OF A FAILURE OR ACTION ON THE PART OF YOUR CELL-PHONE SERVICE PROVIDER.

FURTHER LIMITATIONS. LICENSOR SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR DAMAGES OF ANY KIND THAT MY BE ASSERTED BY LICENSEE/PROVIDER INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE LIABILITY OF LICENSOR TO LICENSEE FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO

## LICENSOR REPURCHASING THE PRODUCT AND REFUNDING THE LICENSEE'S/PROVIDER'S COST OF ACQUISITION.

### 14. USER'S RESPONSIBILITIES

If you submit any information to us through or related to the Product or send us any business information, feedback, idea, concept or invention to us by e-mail, you warrant that such information is not confidential and that you have all necessary permission to submit or otherwise make available such information.

You further agree that:

1. you will not reproduce, duplicate, copy, sell, resell, or exploit the Product, its Content, its software or any portion of any of the foregoing;
2. you will not use the Service for any purpose in violation of local, state, national or international laws;
3. you will not solicit another person's password or personal information under false pretenses;
4. you will not impersonate another person or entity or otherwise misrepresent your affiliation with a person or entity, and/or use or access another user's account or password without permission;
5. you will not violate the legal rights of others, including defaming, abuse, stalking or threatening users;
6. you will not infringe the intellectual property rights, privacy rights, or moral rights of any third party;
7. you will not post or transmit any Content that is (or you reasonably believe or should reasonably believe to be) illegal, fraudulent, or unauthorized, or furthers such activity, or that involves (or you reasonably believe or should reasonably believe to involve) any stolen, illegal, counterfeit, fraudulent, pirated, or unauthorized material;
8. you will not publish falsehoods or misrepresentations, including with respect to any medical or health information; and
9. you will not post or transmit any Content that is (or reasonably should be understood to be) libelous, defamatory, obscene, offensive (including material promoting or glorifying hate, violence, or bigotry or otherwise inappropriate to the community ethos of the Service).
10. You agree not to interfere or attempt to interfere with the proper working of the Product or to disrupt the operations or violate the security of the Product. Violations of system or network operation or security may result in civil or criminal liability.
11. We will investigate possible occurrences of such violations, and we may involve and cooperate with law enforcement authorities in prosecuting anyone involved with such violations.
12. You agree to comply with all user responsibilities and obligations as stated in this Agreement. Non-enforcement or our failure to act with respect to a breach by you or others of this Agreement does not constitute consent or waiver, and we reserve the right to enforce such term at our sole discretion.
13. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

14. Nothing contained in this Agreement shall be construed to limit the actions or remedies available to us with respect to any prohibited activity or conduct.

15. WE GRANT YOU A LICENSE

By your consenting to the terms of use of this License, the Company does grant to you a limited, non-exclusive, non-assignable, non-sublicensable license to access and use our Product, and any user guides, specifications or related documentation (the “Documentation”), subject to the terms and conditions of this Agreement. This license is only for your personal and non-commercial use and only for the term of this Agreement. To the extent not limited or restricted under any applicable law or regulation, you are granted permission to temporarily download one copy of the App for personal, non-commercial use only on each mobile device that you own or control. You may not distribute or make the App available for use by others on multiple devices simultaneously. Under this license, except as and only to the extent any of the following restrictions are prohibited by applicable law or any of the restricted activities are permitted by the licensing terms of any open-sourced components incorporated into the App, you may not:

1. lend, rent, lease, sell, redistribute, assign, sublicense or otherwise transfer the App or the right to download or use the App;
2. use the Service for any commercial purpose or for any commercial or non-commercial public display;
3. copy, decompile, reverse engineer, disassemble, attempt to derive the source code of the App, any App updates, or any part of the App or updates, or attempt to do any of the foregoing;
4. copy, modify or create derivative works of the Product, Documentation any Product or Documentation updates or any part of the Product, Documentation or updates;
5. remove any copyright or other proprietary notices from the App, Documentation, part of the App or from the Website;
6. transfer the Content or materials from the App or Website to anyone else or “mirror” the same on any server;
7. circumvent, disable, or otherwise interfere with security-related features of the Product or features that prevent or restrict use or copying of any content;
8. use any robot, spider, site search or retrieval Service, or any other manual or automatic device or process to retrieve, index, data-mine, or in any way reproduce or circumvent the navigational structure or presentation of the Product;
9. harvest, collect or mine information about other users of the Product;
10. post or transmit any virus or other harmful or disruptive element; or violate any applicable law, rule or regulation.



If you violate any of these restrictions, this license will automatically terminate, and you may be subject to prosecution and damages.

## 16. OWNERSHIP

Licensor and its associates, if any, own the Website, Documentation and App, including any material or Content made available through the Product, including our proprietary algorithm, and all worldwide intellectual property rights in the foregoing. Except as expressly permitted herein, you may not copy, further develop, reproduce, re-publish, modify, alter download, post, broadcast, transmit or otherwise use any material made available in the Product. You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in the Product. All trademarks are trademarks or registered trademarks of their respective owners. Nothing in this Agreement grants you any right to use any trademark, service mark, logo, or trade name of ours or any third party.

THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS, SUCH LIST IS BY WAY OF ILLUSTRATION AND NOT LIMITATION. BOTH PARTIES UNDERSTAND AND AGREE THAT THE REMEDIES AND LIMITATIONS HEREIN ALLOCATE THE RISKS OF PRODUCT AND SERVICE NONCONFORMITY BETWEEN THE PARTIES AS AUTHORIZED BY APPLICABLE LAWS. THE FEES HEREIN REFLECT, AND ARE SET IN RELIANCE UPON, THIS ALLOCATION OF RISK AND THE EXCLUSION OF CONSEQUENTIAL DAMAGES SET FORTH IN THIS AGREEMENT

### APPLE, INC. (not sure if this is required)

This provision only applies to the App if used on devices of Apple, Inc. This Agreement is an agreement between you and licensor. Apple has no responsibility for the App or the content of the App, including claims of intellectual property infringement, product liability or that the App does not conform with applicable law. To the maximum extent permitted by applicable law, Apple provides no warranty for the App and has no obligation to provide support for the App. All claims regarding the App must be directed to Licensor and not to Apple. Your use of the App must be in compliance with the App Store Terms of Service, and you may only use the App on an iPhone or iPod that you own or are legally permitted to use. In the event the App fails to perform as intended, you may notify Apple, and Apple will refund the purchase price for the App to you. Apple shall be a third-party beneficiary of this Agreement with the right to enforce this Agreement against you.

## 17. INFRINGEMENT

We accept no responsibility or liability for any material provided or posted by a user, at his sole discretion. We will make a reasonable effort to monitor and moderate the content posted by users for any obvious illegal content. If you believe that something appearing on the Product infringes your copyright, you may send us a notice requesting that it be removed, or access to it blocked.

We suggest that you consult your legal advisor before filing a notice or counter-notice. Be aware that there can be substantial penalties for false claims. It is our policy to terminate the accounts of repeat infringers in appropriate circumstances. Send notices and counter-notices to [info@mprapp.com](mailto:info@mprapp.com).

#### 18. RESTRICTIONS ON EXPORT OR PRODUCT

Except as authorized by U.S. and the laws of the jurisdiction in which the Product was obtained or is used, you may not use, export or re-export the Product. Specifically, and without limiting the foregoing, the Product may not be exported or re-exported into any U.S. embargoed countries or to anyone on the U.S. Department of Commerce Denied Person's List or Entity List or the U.S. Treasury Department's list of Specially Designated Nationals. You represent and warrant that you are not on any such list or located in any such country and that you will not use the Product for any purposes prohibited by U.S. or other applicable law.

#### 19. TERMINATION OF YOUR LICENSE

This Agreement is effective until terminated by either you or us. You may terminate this Agreement at any time, provided that you discontinue any further use of the Service. If you violate this Agreement, our permission to you to use the Service automatically terminates. We may, in our sole discretion, terminate this Agreement and your access to any or all of the Product, at any time and for any reason, after notifying you, without penalty or liability to you or any third party. In the event of your breach of this Agreement, these actions are in addition to and not in lieu or limitation of any other right or remedy that may be available to us. Upon any termination of the Agreement by either you or us, you must promptly uninstall the App on all of your devices and destroy all materials downloaded or otherwise obtained from the Licensor, all Documentation, and all copies of such materials and Documentation. The following provisions survive the expiration or termination of this Agreement for any reason whatsoever: Disclaimers, Ownership, Limitations on Liability, Choice of Law and Forum, Entire Agreement and Severability.

Your right to use the Product when terminated ceases upon termination. You will not be able to use the Product after termination.

#### 20. CHOICE OF LAW AND FORUM

This Agreement shall be governed in all respects under the laws of the State of Michigan, exclusive of its choice of law or conflict of law provisions. In any claim or action by you directly or indirectly arising under this Agreement or related to the Product, you irrevocably agree to submit to the exclusive jurisdiction of the courts located in Wayne County, Michigan.

#### 21. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between you pertaining to the subject matter hereof. Anything contained in or delivered through the Product that is inconsistent with or conflicts with the terms of this Agreement is superseded by the terms of this Agreement. This Agreement may not be modified, in whole or in part, except as described elsewhere in this Agreement.

22. SEVERABILITY

If any of the provisions of this Agreement are held to be not enforceable by a court or other tribunal of competent jurisdiction, then such provisions shall be amended, limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

23. ASSIGNABILITY

You agree that this Agreement and all incorporated agreements between you and us may be assigned by us, in our sole discretion to any third party.

24. CONTACT INFORMATION

All notices to you relating to this Agreement shall be posted on the Product, Website or sent to you at the e-mail or physical address, if any, that you provided to us. All notices to us relating to this Agreement may be made either by e-mail to [info@mprapp.com](mailto:info@mprapp.com) or in writing and sent to the following:

MPRAAP, LLC  
16311 Middlebelt Road  
Livonia, MI 48154

Notice shall be deemed given when notice is posted on the Product, Website or when the e-mail is sent, unless the sending party is notified that the e-mail address is invalid.

25. ARBITRATION AND GOVERNING LAW.

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS.

ARBITRATION IS DIFFERENT FROM COURT; THE RULES, INCLUDING DISCOVERY ARE DIFFERENT AND NO JUDGE OR JURY IS PRESENT AT AN ARBITRATION. THE AWARD IS FINAL AND BINDING AND SUBJECT ONLY TO LIMITED REVIEW BY A COURT.

The exclusive means of resolving any dispute or claim arising out of or relating to this Agreement (including any alleged breach thereof), shall be BINDING ARBITRATION administered by the American Arbitration Association. The one exception to the exclusivity of arbitration is that you have the right to bring an individual claim against Licensor in a small-claims court of competent jurisdiction in the State of Michigan. But whether you choose arbitration or small-claims court, you may not under any circumstances commence or maintain against THIS COMPANY any class action, class arbitration, or other representative action or proceeding.

By using App in any manner, you agree to the above arbitration agreement. In doing so, YOU GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend any claims between you and Licensor (except for matters that may be taken to small-claims court). YOU ALSO GIVE UP

YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER CLASS PROCEEDING. A NEUTRAL ARBITRATOR will determine your rights, NOT A JUDGE OR JURY. You are entitled to a fair hearing before the arbitrator. The arbitrator can grant any relief that a court can, but you should note that arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Any proceeding to enforce this arbitration agreement, including any proceeding to confirm, modify, or vacate an arbitration award, may be commenced in any court of competent jurisdiction in the State of Michigan only. If this arbitration agreement is for any reason held to be unenforceable, any litigation against the Company (except for small-claims court actions) may be commenced only in the federal or state courts located in Wayne County, Michigan. You hereby irrevocably consent to the jurisdiction of those courts for such purposes.

This Agreement, and any dispute between you and the Company, shall be governed by the laws of the state of Michigan without regard to principles of conflicts of law. If applicable, this arbitration agreement shall be governed by the Federal Arbitration Act.

## 26. CLASS ACTION WAIVER

PLEASE READ THIS SECTION CAREFULLY. IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS.

The Parties agree that they will resolve any disputes, claims or controversies on an individual basis, and that any disputes, claims, and controversies arising out of or relating to this EULA (such as with respect to their validity or enforceability) or the Software, or a breach of the Privacy Notice, will be brought in an individual capacity, and not on behalf of, or as part of, any purported class, consolidated, or representative proceeding. The Parties further agree that they shall not participate in any consolidated, class, or representative proceeding (existing or future) brought by any third party arising out of or relating to this EULA.

If any court or arbitrator determines that the class/consolidated/representative action waiver set forth in this section is void or unenforceable for any reason or that arbitration can proceed on a class, consolidated, or representative basis, then the disputes, claims or controversies will not be subject to arbitration and must be litigated in a court of competent jurisdiction located in the City of Detroit, County of Wayne, State of Michigan.

This Class Action Waiver section will also apply to any claims asserted by you against any present or future successors or assigns of the Licensor.

Last updated: June 15, 2022

PMRAPP, LLC

info@pmrapp.com

© 2022. PMRAPP, LLC The PMRAPP. All rights reserved.

PMRAPP™ is a registered trademark.

