

## TERMS OF USE AGREEMENT

This Terms of Use Agreement (the "Agreement") is between ARL Bio Pharma, Inc. ("ARL"), an Oklahoma corporation, and you ("you"), the person using any one or more of ARL's following websites: the General Website ([www.arlok.com](http://www.arlok.com)) and the Submission Website and Online Results Website ([www.arlokapps.com](http://www.arlokapps.com)). The General Website, Submission Website, Online Results Website, and all related webpages are collectively referred to as the "Websites". This Agreement governs your access and use of the Websites. Please read this Agreement carefully before accessing or using any of the Websites. **By accessing or using any part of the Websites, you agree to be bound by this Agreement. If you do not agree to this Agreement, you must not access any of the Websites.**

1. Applicability. This Agreement applies to your use of the Websites and its contents, to the exclusion of all other agreements, including, but not limited to, any terms and Agreement that you purport to apply. No alteration or variation of this Agreement by you will be binding on the ARL unless confirmed in writing by an officer of ARL with the authority to modify this Agreement.

2. Member Account. If ARL gives you permission to access the Submission Website and/or Online Results Website, ARL will provide you with an account and password that enables you to access each Website. You must provide: (a) all equipment necessary for your own Internet connection, including computer and modem, (b) your own access to the Internet, and (c) pay any fees related to such internet connection. You are entirely responsible for any and all activities that occur under your account whether authorized or not authorized. You will notify ARL of any unauthorized use of your account or any other breach of security of which you have knowledge. Your permission to access the Submission Website and/or Online Results Website applies only to you.

3. Modifications and Interruption to Service. ARL reserves the right to modify or discontinue the Websites with or without notice to you. ARL will not be liable to you or any third party should ARL modify or discontinue any or all of the Websites. ARL does not guarantee continuous, uninterrupted, or secure access to the Websites. The operation of the Websites may be interfered with or adversely affected by numerous factors or circumstances outside of ARL's control. You will not hold ARL liable for any failure of the Websites or your access to the Websites for any reason, even if such failure is caused by ARL's negligence.

4. Use of Website. You may not use the Websites for any illegal or unauthorized purpose that violates any applicable local, state, federal, or international laws, regulations, or other government requirements, including patent, copyright, and other intellectual property laws. You will not to transmit any material that is or encourages the commission of a criminal offense, gives rise to civil liability, or otherwise violates any applicable local, state, national, or international law or regulation. You will not access or use the Websites to transmit any worms or viruses or any code of a destructive nature. You will not reproduce, duplicate, copy, sell, resell, or exploit any portion or use of the Websites without express written permission by ARL

5. Termination of Access To and Use of Website. ARL reserves the right, in its sole discretion, to terminate access to any or all of the Websites, or any portion of the Websites, at any time without notice. Your

breach or violation of any of these Agreement may result in immediate termination of your access to the Websites or any portion of the Websites.

6. Privacy Policy. You warrant and represent that you have read ARL's Privacy Policy (available at [www.arlok.com](http://www.arlok.com)) and agree to be bound by its terms. The terms of the Privacy Policy form part of this Agreement and are incorporated by reference as if set forth fully herein. You consent to the use and disclosure of your identifiable information and other practices described in our Privacy Policy.

7. Comments.

a. General Website. ARL's General Website contains ways for you to contact ARL, including by e-mail, telephone, fax, and regular mail. Any contact you make with ARL, by whatever method, and any information or materials you submit to ARL, whether at ARL's request or on your own volition, including creative ideas, comments, feedback, reviews, suggestions, proposals, plans, or other materials (collectively, "Comments") are not subject to confidentiality protections except as stated in the Privacy Policy. Unless otherwise stated in the Privacy Policy, ARL may, at any time without restriction, edit, copy, publish, distribute, translate, or otherwise use in any form or medium any Comments you submit to ARL. ARL has no obligation: (a) to maintain any Comments in confidence; (b) to pay compensation for any Comments; or (c) to respond to any Comments. ARL may, but has no obligation to, monitor, edit, or remove Contents that ARL determines in its sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene, or otherwise objectionable or in violation of any intellectual property rights or these Conditions. Your Comments must not violate any right of any third party, including copyrights, trademarks, privacy rights, personality rights, or other personal, proprietary, or intellectual property rights. Your Comments must not contain libelous or otherwise unlawful, abusive, or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Websites. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead ARL or third-parties as to the origin of any Comments. You are solely responsible for any Comments you submit, including their content and accuracy. ARL is not responsible and assumes no liability for any Comments made by you or any third party.

b. Submission Website and Online Results Website. Any Comments made by you on the Submission Website or Online Results Website are subject to the terms governing Comments made on the General Website, except that any submission made to ARL in furtherance of an agreement for services between ARL and you will be subject to any applicable confidentiality rules of that agreement.

8. Third-Party Websites. The Websites may include links to other websites on the Internet that are owned and operated by other third parties. Unless specifically stated on the Websites to the contrary, ARL is not affiliated with these third parties and does not endorse or sponsor their websites, products, or services. You acknowledge that ARL is not responsible for the availability of, or the content located on or through, any third-party website. You should contact the website administrator or webmaster for those third-party websites if you have any concerns regarding such links or the content located on such websites. Your use of those third-party websites is subject to the terms of use and privacy policies of each website, and ARL is not responsible for them. You acknowledge that you should review the privacy policies of third-party websites.

9. Copyright and Trademark Information. All content included or available on the Websites, including design, text, graphics, interfaces, and the selection and arrangements, is the property of ARL or is used with permission by ARL. Any use of content on the Websites, including reproduction, modification, distribution, or replication, any form of data extraction or data mining, or other commercial exploitation of any kind, without prior written permission of an authorized officer of ARL is strictly prohibited. You will not use any robot, spider, or other automatic device, or manual process to monitor or copy the Websites or the content contained therein without prior written permission of an authorized officer of ARL. ARL's trademarks and service marks on the Websites, whether registered or unregistered, may not be used in connection with any product or service that is not provided by ARL, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits ARL. All service marks and trademarks displayed on the Websites of third parties are the service marks or trademarks of their respective owners, and constitute neither an endorsement nor a recommendation of those third parties.

10. Notification of Claimed Copyright Infringement. Pursuant to Section 512(c) of the Copyright Revision Act, as enacted through the Digital Millennium Copyright Act, ARL designates the following individual as its agent for receipt of notifications of claimed copyright infringement.

By Mail:       ARL Bio Pharma, Inc.  
                  Attn: Quality Officer  
                  840 Research Parkway, Ste. 546  
                  Oklahoma City, OK 73104

By Phone:     1-800-393-1595

By Email:     info@arlok.com

11. Amendments to Agreement or Websites. ARL reserves the right, at any time, to modify, alter, or update this Agreement or the Websites without prior notice. It is your responsibility to check the Websites periodically for any amendments to this Agreement or the Websites. Modifications to this Agreement are effective immediately upon being posted on the Websites. Any new features, tools, or content added to the current Websites will be subject to the Agreement posted on the Websites at that time. Your continued use of the Websites after any amendments to the Websites or this Agreement constitutes an acknowledgement and acceptance to the amended Websites or this Agreement, as the case may be.

12. Disclaimer of Warranties. The Websites are provided by ARL on an "as is" and on an "as available" basis. The information and software included in or available through the Websites may include inaccuracies or typographical errors. You agree that any access to, use of, and reliance upon the Websites and its contents and information is at your own risk. ARL will have no liability for any interruptions in the use of the Websites. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE WEBSITES, INCLUDING THEIR INFORMATION, SOFTWARE, GRAPHICS, AND OTHER CONTENT, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER STATUTORY, EXPRESS, OR IMPLIED. ARL DISCLAIMS ALL WARRANTIES WITH REGARD TO THE WEBSITES AND THEIR INFORMATION, SOFTWARE, GRAPHICS, AND OTHER CONTENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, WHETHER ARISING BY STATUTE, OTHER SOURCES OF LAW, OR FROM COURSE OF PERFORMANCE OR DEALING, OR USAGE OF TRADE.

13. Limitation of Liability. ARL will not be liable for any loss or damage suffered by you or any other person as a result of your use or inability to use the Website, including its software and graphics. IF YOU ARE DISSATISFIED WITH ACCESS TO, THE USE OF, OR ANY CONTENT ON ANY PORTION OF THE WEBSITES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEBSITES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL ARL BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, GENERAL, CONSEQUENTIAL, OR COLLATERAL DAMAGES, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA, REVENUE, OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH: (a) THE PERFORMANCE OF THE WEBSITES; (b) A DELAY OF OR INABILITY TO USE THE WEBSITES; (c) ANY INFORMATION, SOFTWARE, GRAPHICS, OR OTHER CONTENT ON THE WEBSITES; (d) LINKS TO THIRD PARTY WEBSITES LISTED THE WEBSITES; OR (e) ANY OTHER ACCESS TO, USE OF, OR CONTENTS OF THE WEBSITES. THIS LIMITATION ON DAMAGES APPLIES REGARDLESS OF WHETHER SUCH CLAIM IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, VIOLATION OF LAW, TORT, OR ANY OTHER LEGAL THEORY, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

14. Indemnification. You shall indemnify and defend ARL and its respective directors, officers, employees, and agents (together, the "ARL Indemnitees") from and against any third-party claims, demands, suits, actions, or causes of action (collectively, a "Claim"), and any losses, damages, fines, and liabilities, including attorney fees and litigation expenses, resulting from such Claim, against an ARL Indemnitee arising from your (including any other users' use of the any of the Websites, or any portion thereof, with your account): (a) breach, violation, non-compliance, or non-performance of this Agreement; (b) use or inability to use the Websites; (c) negligence, willful misconduct, or any violation of applicable law; (d) violation of any rights of any third party (including, but not limited to, violation of privacy rights or infringement of any intellectual property right); and (e) Comments (whether made by you or a third party under your direction). If you breach your duty to defend and indemnify any ARL Indemnitee against such a third-party Claim, you shall reimburse that ARL Indemnitee for the reasonable attorney fees and litigation expenses incurred by that ARL Indemnitee in defending the Claim, and the reasonable attorney fees and litigation expenses incurred by that ARL Indemnitee in recouping the defense attorney fees and litigation expenses from you.

15. Class Action Waiver. Any lawsuit arising from this Agreement or access to or use of the Websites will take place on an individual basis. Class actions, lawsuits, arbitrations, or other proceedings are not permitted. YOU AND ARL AGREE THAT CLAIMS AGAINST THE OTHER MAY ONLY BE BROUGHT IN YOUR RESPECTIVE INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER.

16. Governing Law, Jurisdiction, and Statute of Limitations. ARL is located in Oklahoma. By using the Websites, you agree that any dispute you have with ARL regarding the Websites will be subject to the governing law of Oklahoma, without regard to its conflict of law principles, and you consent to personal jurisdiction in the District Court of the State of Oklahoma, Oklahoma County. ARL makes no representation that the Websites are appropriate, legal, or available for use in other jurisdictions. Any claim against ARL related to the Websites or for ARL's alleged breach of this Agreement must be brought within one (1) year from the date the cause of action arose.

17. Severability. If any provision of this Agreement is deemed to be invalid or prohibited under applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

18. No Partnership or Similar Relationship. No joint venture, partnership, employment, or agency relationship exists between you and ARL as a result of your access to or use of the Websites.

19. Waiver. ARL's waiver of any term, right, or condition of this Agreement may not be construed or deemed to be a waiver or continuing waiver of any such term, right, or condition on any subsequent occasion, or a waiver of any other term, right, or condition.

20. Merger or Acquisition. This Agreement and the Privacy Policy may be assigned by ARL, in its sole discretion, to a third party in the event of a merger or acquisition.

21. Headings. The headings used in this Agreement are included for convenience only and will not limit or otherwise affect this Agreement.

22. Voluntary Agreement. By using any of the Websites, you represent that you have carefully read and understand all provisions, terms, and aspects of this Agreement, and have knowingly and voluntarily agreed to be bound by them.

23. Integrated Agreement. This Agreement is the complete, final, and exclusive expression of the agreement of you and ARL with respect to your access to and use of the Websites. You and ARL may not rely on any promise or representation, written or oral, other than those expressly contained in this Agreement, and this Agreement supersedes any other such promises, warranties, or representations.

Revised June 2018