

PROTEAN BIODIAGNOSTICS INC.
TERMS AND CONDITIONS
BIOSPECIMEN AND DATA PROCUREMENT SERVICES

These Terms and Conditions (“**Terms and Conditions**”) govern the Biospecimen and Data Procurement Services provided by Protean Biodiagnostics Inc., a Florida corporation (“**Protean**” or the “**Company**”), to Client. All capitalized terms used herein shall have the meaning ascribed to such terms in Section 1.

1. DEFINITIONS

As used herein, the following terms shall have the meanings set forth below.

“**Affiliate**” shall mean, with respect to a particular party or entity, another person or entity that controls, is controlled by or is under common control with such party or other entity. For the purposes of this definition, the term “control” or any derivative thereof shall mean to the ownership of no less than fifty-one percent (51%) of the voting power of such entity.

“**Applicable Law**” shall mean all applicable laws, rules, and regulations governing the collection, handling, storage, banking, transport, transfer, use, disposal, import or export of Biospecimens, Data, Client Supplies and Client Confidential Information, including laws, regulations and guidelines governing data protection and privacy.

“**Biospecimens**” shall mean any human biological materials, including without limitation, tissue, tissue derivatives, cell lines, blood, blood derivatives, primary cells, biofluids, and tissue microarrays.

“**Change Order**” shall have the meaning ascribed to such term in Section 4.3.

“**Client**” shall mean the legal entity or organization identified in the applicable Statement of Work.

“**Client Supplies**” shall have the meaning ascribed to such term in Section 5.

“**Confidential Information**” shall have the meaning ascribed to such term in Section 12.2.2 unless Protean and Client are parties to a separate NDA, in which case the term Confidential Information shall have the meaning ascribed to such term in the NDA.

“**Contract**” shall mean the Statement of Work signed by Protean and Client together with these Terms and Conditions.

“**Data**” shall mean any clinical or research information about a Donor, or about the Biospecimens themselves, and may include pathology and autopsy information.

“**Donor**” shall mean any physical person from whom Biospecimens were originally obtained.

“**Insolvency Event**” shall have the meaning ascribed to such term in Section 22.2.

“**IP Rights**” shall have the meaning ascribed to such term in Section 10.2.

“**Logistical Details**” shall mean requirements of Client related to Services, other than Specifications, including, without limitation, shipping instructions, requested delivery dates, billing and shipping addresses, and contact information.

“**Materials**” shall mean Biospecimens and/or Data as identified in the applicable SOW.

“**NDA**” shall have the meaning ascribed to such term in Section 12.1.

“**Quotation**” shall mean any written document provided by Protean at Client’s request, setting forth the details of the Services requested by Client, including the specifications and quantities of Biospecimens or Data requested by Client.

“**Reagents**” shall mean any research materials supplied by Client to Protean, including but not limited to antibodies, cell lines, therapeutic agents, and test compounds.

“**Services**” shall mean all services provided by Protean in connection with the procurement of Materials on behalf of, and as requested by, Client as set forth in an applicable Statement of Work.

“**Specifications**” shall mean the technical and/or scientific specifications, characteristics, quantities, and other requirements or special instructions of Client applicable to Materials or Services requested by Client.

“**Statement of Work**” or sometimes abbreviated to “**SOW**” shall refer to any written document, signed by Client and Protean, setting forth the Specifications and Logistical Details for the Services to be performed by Protean.

2. ETHICS & COMPLIANCE

2.1 Protean represents and warrants that (i) the Services undertaken by Protean on behalf of Client shall be performed in compliance with Applicable Law, (ii) Biospecimens and Data have been collected, processed, tracked, stored, de-identified and transported in a manner appropriate to ensure compliance with the ethical regulations and guidelines established by the Declaration of Helsinki (2013), and, if necessary, IRB (Institutional Review Board) approval has been obtained.

2.2 Client represents and warrants that (i) Client will comply with Applicable Law in connection with its activities under the Contract, including, without limitation, the handling and use Materials, and (ii) the Specifications and any other information provided by Client to Protean for inclusion in an SOW, including, without limitation, Client’s intended use of Biospecimens and Data, is accurate and complete. Client understands that Protean is relying on Client’s representation in Section 2.2(ii) regarding Specifications and intended use in sourcing Materials and determining whether IRB approval is required.

2.3 Client covenants and agrees not to seek to identify any Donor. If Client inadvertently identifies any individual Donor, Client shall not (i) record the Donor’s identity, (ii) share the Donor’s personal or identifying information with any other person, and (iii) attempt to contact the Donor. Client will inform Protean as soon as reasonably practicable, giving reasonable detail of the circumstances under which the identification of the Donor occurred, but shall not disclose the identity of the Donor to Protean without Protean’s express prior written consent.

3. HAZARDOUS MATERIALS

MATERIALS DELIVERED TO CLIENT MAY BE EXPERIMENTAL IN NATURE AND HAVE HAZARDOUS OR UNKNOWN PROPERTIES. MATERIALS ARE TO BE HANDLED AS IF POTENTIALLY INFECTIOUS AT ALL TIMES. PROTEAN MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS OF THE BIOSPECIMENS OR DATA FOR A PARTICULAR PURPOSE. PROTEAN ACCEPTS NO RESPONSIBILITY FOR ANY INJURY (INCLUDING DEATH), DAMAGES, OR LOSS THAT MAY ARISE DIRECTLY OR INDIRECTLY FROM THE USED OF BIOSPECIMENS OR DATA. Client covenants and agrees that its employees and others who handle Materials on Client's behalf shall (i) be made aware of the hazards and risks involved in handling potentially infectious human biological materials, and (ii) adhere to Universal Precautions for the Prevention of Transmission of HIV and other Bloodborne Pathogens (www.cdc.gov/niosh/topics/bbp/). If Client provides Protean with Reagents or Materials for use in the Services, Client shall provide all relevant information regarding the safety, handling, use, disposal and environmental effects of such Reagents and Materials. Client assumes all risk and responsibility in connection with the receipt, handling, storage, disposal, transfer, and use of the Materials including, without limitation, taking all appropriate safety and handling precautions to minimize health or environmental risk.

4. RESEARCH USE ONLY

CLIENT AGREES AND ACKNOWLEDGES THAT BIOSPECIMENS SUPPLIED BY PROTEAN, OR ANY MATERIAL ISOLATED FROM THE BIOSPECIMENS, ARE **FOR RESEARCH USE ONLY** AND MAY NOT BE USED IN HUMANS. CLIENT SHALL NOT USE ANY BIOSPECIMENS OR DATA OBTAINED FROM PROTEAN (A) FOR ANY USE THAT IS IN VIOLATION OF APPLICABLE LAW, INFORMED CONSENT OR, IF APPLICABLE, IRB APPROVAL; OR (B) AS A SOURCE OF MATERIAL FOR CLINICAL THERAPIES. Client shall not transfer any Biospecimens and Data to any third party without Protean's prior written consent unless such transfer is to an Affiliate of Client for use in a manner consistent with this Section 3 and is not for valuable consideration.

5. QUOTATIONS, STATEMENTS OF WORK, AND CHANGES

5.1 To procure Biospecimens and Data, Client may submit to Protean a request for a Quotation. Each such request shall set forth the Specifications of the requested Materials, as well as any Logistical Details. Each Quotation shall be separate and distinct from all other Quotations. If Protean is able to accommodate Client's request for Materials, Protean will issue a Quotation. A Quotation is only valid until the expiration date stated therein. Protean does not guarantee that Materials are available on the terms and conditions specified in a Quotation, if at all, after the expiration date stated in the Quotation.

5.2 To indicate its acceptance of a Quotation and these Terms and Conditions, Client must deliver a countersigned Quotation to Protean. A Quotation countersigned by Client and delivered to Protean shall be a Statement of Work for purposes of these Terms and Conditions. All SOWs are subject to these Terms and Conditions and shall be deemed to be incorporated herein by reference. Client agrees and acknowledges that Protean shall not be required to commence

performing any Services unless and until Protean received a Statement of Work countersigned by Client.

5.3 Any change in the details of an SOW or the assumptions upon which and SOW is based (including, but not limited to, an adjustment of the budget or a change in any Logistical Details) shall be set forth in a written amendment to the applicable SOW (such amendment, a “**Change Order**”). Each Change Order shall detail the requested changes to the applicable SOW. A Change Order will become effective upon the execution of the Change Order by both Protean and Client, and Protean will be given a reasonable period of time, but no less than ten (10) business days, within which to implement the changes. Both parties agree to act in good faith and promptly when considering a Change Order requested by the other party. Without limiting the foregoing, Client agrees that it will not unreasonably withhold approval of a Change Order, even if it involves a fixed price agreement, if the proposed changes in budgets or timelines result from, among other appropriate reasons, forces outside the reasonable control of Protean or changes in the assumptions upon which the initial budget or timelines were based. Protean reserves the right to postpone effecting material changes in the scope of Services until such time as the corresponding Change Order has been signed by Client.

6. CLIENT SUPPLIES

Client may provide Protean with Reagents, Biospecimens, Data (“**Client Supplies**”), or Client’s Confidential Information for use in performing the Services. The expense and risk of loss for deliveries, shipments, or mailings of Client Supplies shall be borne by Client. Client represents and warrants that (i) it has all necessary consents, permits, rights, and licenses in Client Supplies and Client Confidential Information required by Applicable Law to provide such Client Supplies and Client Confidential Information to Protean for the purpose of Protean performing the Services, and (ii) it shall comply with all Applicable Law to provide such Client Supplies and Client Confidential Information to Protean. Nothing in these Terms and Conditions or any SOW shall be deemed to grant Protean a license to Client Supplies or Client Confidential Information except as reasonably necessary for Protean’s performance of the Services. Protean shall exercise reasonable care in handling any Client Supplies or Client Confidential Information and shall, at Client’s request, return or destroy any Client Supplies remaining in Protean’s possession upon completion of the Services, to the fullest extent permitted by Applicable Law.

7. PERFORMANCE

7.1 All Services performed by Protean pursuant to the Contract shall be performed with all reasonable skill and care, using suitably qualified and experienced personnel.

7.2 Protean obligations as set forth in the Contract shall be subject to the following: Protean shall not carry out such obligations if (a) the relevant Services would lead to a conflict of interest with Protean’s preexisting contractual or legal obligations; (b) necessary Materials are unavailable; or (c) Protean is prevented from doing so by any reason outside of its reasonable control, including breach of the Contract by Client.

7.3 Either party may cancel any SOW at any time by providing no less than thirty (30) days prior written notice to the other party. Any cancellation by Protean shall be without penalty, and its sole obligation shall be to return any advance payment paid by Client to the extent any advance payment remains on account of Services not yet rendered by Protean. Protean shall retain the right to suspend performance of any SOW or require adequate assurance satisfactory to Protean when, in its sole discretion, reasonable grounds exist for such action. In case of cancellation or

termination by Client of an SOW which is signed and in effect, Protean shall be entitled to retain any advance payments made by Client and Client shall compensate Protean for all and any Materials already collected, prepared or provided or any Services that Protean has already performed prior to such cancellation or termination.

7.4 Protean does not guarantee any favorable or useful result arising from the performance of any Services or provision of Materials.

7.5 Biospecimens shall: (a) conform in all material respects with Specifications; and (b) be free from material defects.

8. INVOICES, PAYMENTS, LATE CHARGES

Protean shall invoice Client based on the schedule set forth in the applicable SOW. Payment by Client shall be due no later than thirty (30) days of the date of each invoice. The method of payment shall be as set forth in the in the Applicable SOW. Unless expressly stated otherwise in an SOW, Client shall be responsible for and pay all applicable sales tax, shipping, import or export duties, customs fees and freight charges. Client shall pay Protean interest in an amount equal to one and a half percent (1.5%) per month or the maximum amount permitted by law, whichever is less, of all amounts owing under an SOW and not paid within thirty (30) days of the date of the invoice. Client shall not assert any credit, set-off or counterclaim against Protean to justify withholding payment of any such amount in whole or in part. The parties agree that all payments made hereunder are for Protean's services in connection the procurement of Materials and are not for the Biospecimens or Data themselves.

9. PRICE ADJUSTMENTS

9.1 In the event Services specified in an SOW are provided by Protean over multiple calendar years, Protean may, in its sole discretion, determine to increase its fees at the beginning of each calendar year to reflect increases in Protean's business costs on a prospective basis only. Protean's overall costs may be increased for the next twelve (12) month period using the percentage change in consumer prices for services as measured by the United States Department of Labor Consumer Price Index entitled "All Services Less Rent or Shelter" or similar index, if such index should no longer be published. Protean shall notify Client in writing, but the consent of Client shall not be required for any such increase to take effect.

9.2 In the event the quantity of Biospecimens or Data requested by Client exceeds what Protean is able to procure at that time, Client can elect to accept what Protean is then able to deliver by checking the "Accept Partial Fulfillment" box on a Quotation. If subsequently Protean is able to procure additional Biospecimens or Data, Protean shall issue a new Quotation. Client agrees and acknowledges that such new Quotation may have terms and conditions, including pricing for Services, that are different from those set forth in the initial Quotation.

10. DELIVERY

All Materials transferred to Client will be shipped or delivered in accordance with the Logistical Details set forth in the applicable SOW. All delivery dates are best estimates based on current and anticipated conditions. Protean shall not be liable for any loss, damage or claim by Client arising out of failure to meet an estimated delivery date. Protean shall keep Client reasonably informed of the availability and estimated delivery dates of Materials. The expense and risk of loss for deliveries, shipments, or mailings of Materials by Protean shall be borne by Client. Protean disclaims any liability for the actions or omissions of third-party delivery services or carriers.

11. OWNERSHIP & IP

11.1 All right and title to the Biospecimens and Data (but excluding, in either case, Protean's IP Rights (as defined herein), shall pass to Client upon delivery in accordance with Section 8 of these Terms and Conditions, subject to receipt by Protean of full payment of all associated Protean invoices.

11.2 Each party shall remain the sole and unencumbered owner of any intellectual property rights owned by or otherwise in the possession of that party at the date of signature of the relevant SOW, including without limitation, any know-how, trade secrets, copyrights, trademarks, patent applications, and patents (hereinafter, "**IP Rights**"). As between the parties, Client shall own any invention to the extent that it is first reduced to practice by Protean during the course of the Services, but only if, and to the extent that, such invention incorporates either Client's IP Rights or Client's Confidential Information. The foregoing notwithstanding, Client agrees and acknowledges that (i) Client shall not be granted any ownership rights, licenses, title or any other rights in or to any Protean rights to the extent that such rights relate to any Protean IP Rights, which include, but are not limited to any method, process, assay, software, source code, information, analyses or other technology or know-how used by Protean in its own business; and (ii) Client shall not assert or seek to assert against Protean or its other clients any such right to the extent it would preclude Protean from: (a) providing its Services to third parties or (b) freely utilizing Protean IP Rights. Nothing in these Terms and Conditions shall be deemed to grant Client any license to practice any Protean IP Rights.

12. ACCEPTANCE

Client shall accept all Materials that comply with the Specifications set forth in the applicable SOW. Client may reject Biospecimens or Data that do not conform to the Specifications. To properly reject any Biospecimens or Data, Client shall deliver written notice of its intent to reject the Materials within three (3) business days of receipt in the case of Biospecimens and within seven (7) business days in the case of Data, together with a written indication of the basis for such rejection. If such notice is not delivered within the specified period of time, any such Biospecimens or Data shall be deemed accepted by Client. For any Materials properly rejected hereunder, Client shall be entitled to return the Materials, in reasonably good condition, at Client's expense, for replacement by Protean. This shall be Client's sole and exclusive remedy for Protean's breach of Section 6.5.

13. CONFIDENTIALITY

13.1 The parties agree and acknowledge that if Protean and Client entered into a separate agreement with respect to the confidential exchange and non-use of information between them, whether a one-way or a mutual agreement (herein, an "**NDA**"), then the terms and provisions of any SOW shall be deemed Confidential Information for purposes of the NDA and, as such, the NDA shall govern the confidentiality of the SOW. The foregoing notwithstanding, the existence of an SOW, without more, shall not be deemed Confidential Information for purposes of the NDA.

13.2 If no NDA or other agreement of similar import exists between the parties, then the provisions of Subsections 12.2.1 and 12.2.2 shall apply.

13.2.1 The parties take all steps reasonably necessary to hold the other party's Confidential Information in trust and shall not use such Confidential Information for any purpose other than that expressly stated in these Terms and Conditions. Neither party shall disclose the other party's

Confidential Information to any third party without the prior written consent of the disclosing party. Upon request of the disclosing party, the receiving party shall destroy or return all Confidential Information belonging to the disclosing party, except that a party may retain one copy of the Confidential Information of the other party for legal and compliance purposes only.

13.2.2 “**Confidential Information**” shall refer to any information provided to either party by the other in an SOW or pursuant or relating to these Terms and Conditions that is identified by the disclosing party as confidential or proprietary or that is reasonably identifiable under the circumstances of disclosure by the receiving party as confidential, other than any information which (i) has been published or comes into the public domain other through a breach of these Terms and Conditions by the recipient; (ii) is known to the recipient prior to the date of disclosure as evidenced by competent written records; (iii) is disclosed to the recipient by a third party having the legal right to make such disclosure; or (iv) is developed by the recipient, independently of these Terms and Conditions, as evidenced by competent written records. The receiving party may disclose Confidential Information belonging to the disclosing party solely to the extent required by Applicable Law or competent authority (“**Legal Compliance**”), to which the receiving party is subject, provided the receiving party gives the disclosing party notice and a reasonable opportunity to oppose, limit or seek confidential treatment with regard to such required disclosure. Information disclosed for Legal Compliance shall nonetheless be considered Confidential Information subject to the protections of this provision.

14. ASSUMPTION OF RISK

TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT SHALL ASSUME ALL LIABILITY FOR DAMAGES OR LOSS THAT MAY ARISE FROM CLIENT’S USE, STORAGE, TRANSFER, PROCESSING OR DISPOSAL OF MATERIALS. TO THE FULLEST EXTENT PERMITTED BY LAW, PROTEAN SHALL NOT BE LIABLE TO CLIENT OR ANY OTHER PARTY FOR ANY LOSS, CLAIM OR DEMAND MADE BY OR AGAINST CLIENT OR ANY OTHER PARTY DUE TO, OR ARISING OUT OF, (I) THE SERVICES OR THE USE OF MATERIALS, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF PROTEAN, AND (II) CLIENT SUPPLIES. CLIENT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS, PROTEAN, ITS OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, INJURIES, DAMAGES, LOSSES, OR SUITS, INCLUDING ATTORNEY FEES, ARISING OUT OF OR IN CONNECTION WITH CLIENT SUPPLIES.

15. LIMITATION OF LIABILITY

PROTEAN’S LIABILITY TO CLIENT FOR ANY CAUSE WHATSOEVER IN RELATION TO ANY SOW GOVERNED BY THESE TERMS AND CONDITIONS SHALL BE LIMITED TO DIRECT COSTS AND DAMAGES ONLY IN AN AMOUNT NOT EXCEEDING THE TOTAL AMOUNT RECEIVED BY PROTEAN FROM CLIENT UNDER THE PARTICULAR SOW WITH RESPECT TO WHICH THE LIABILITY ARISES. PROTEAN’S MAXIMUM LIABILITY TO CLIENT IN RELATION TO ANY SOW GOVERNED BY THESE TERMS AND CONDITIONS FOR ANY CAUSE WHATSOEVER SHALL BE LIMITED TO DIRECT COSTS AND DAMAGES ONLY, IN AN AMOUNT NOT EXCEEDING THE GRAND TOTAL AMOUNT RECEIVED BY PROTEAN FROM CLIENT UNDER ALL SOWS GOVERNED BY THESE TERMS AND CONDITIONS. THE PARTIES HEREBY AGREE THAT THE LIMITATIONS CONTAINED HEREIN ARE REASONABLE IN LIGHT OF ALL THE

CIRCUMSTANCES. TO THE FULLEST EXTENT PERMITTED BY LAW, ALL LIABILITY THAT IS NOT EXPRESSLY ASSUMED BY PROTEAN IN THESE TERMS AND CONDITIONS IS HEREBY EXCLUDED. UNDER NO CIRCUMSTANCES SHALL PROTEAN BE LIABLE TO CLIENT FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE CAUSE.

16. PUBLICATION

Client, and any individuals designated by Client, may publish the results of work performed with the Materials, provided such results do not include proprietary data or Confidential Information belonging to Protean. Client shall use reasonable efforts to reference Protean as the provider of the Materials in any scholarly or industry publication arising from the use of the Materials. The foregoing notwithstanding, neither party shall use the name, logo, trademark or service mark of the other party, or any variation thereof, for any purpose in advertising, press release, publicity or promotional literature without the prior written consent of the party whose mark is proposed to be utilized.

17. INTEGRATION

These Terms and Conditions, and all SOWs governed by it, are the final, complete, and exclusive agreement of the parties with respect to the subject matter hereof and supersede and merge all prior discussions or proposals between the parties. In the event these Terms and Conditions conflict with the terms and provisions of an SOW, these Terms and Conditions shall control, except to the extent the applicable SOW expressly and specifically states an intent to supersede these Terms and Conditions on a specific matter.

18. INDEPENDENT CONTRACTORS

The relationship between the parties is that of independent contractors. Nothing in these Terms and Conditions shall be interpreted so as to create a partnership, joint venture, or employment relationship. No party may act as an agent of the other party hereunder, except as otherwise provided herein.

19. COUNTERPARTS

Facsimile or PDF electronic signatures shall be accepted as original signatures. Placement of any orders or the transaction of any business by electronic medium shall be subject to these Terms and Conditions. An SOW may be executed in two or more counterparts, each of which shall be deemed an original.

20. NO-THIRD PARTY BENEFICIARIES

The Contract is not enforceable by any person or entity that is not a party to it.

21. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performing its obligations under these Terms and Conditions to the extent that such failure or delay is caused by any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable.

22. CLIENT'S INSOLVENCY

22.1 If Client becomes subject to any Insolvency Event, or Protean reasonably believes that Client is about to become subject to any Insolvency Event and notifies Client accordingly, then, without limiting any other right or remedy available to Protean, Protean may cancel or suspend all further deliveries of Services under any SOW then in effect between Client and Protean without incurring any liability to Client, and all outstanding sums with respect to Biospecimens prepared or collected for, or Services performed on behalf of, Client shall become immediately due and payable.

22.2 For the purposes of Section 22.1, the “**Insolvency Events**” are: (a) Client files a petition in bankruptcy or for reorganization pursuant to the Federal Bankruptcy Code or any similar state or foreign law; (b) an order is made for the appointment of an administrator to manage Client's business, properties, and affairs, or such an administrator is appointed; (c) an order is made for a trustee, receiver, or liquidator to be appointed with respect to Client, or any creditors of Client has an involuntary petition in bankruptcy filed against it pursuant to the Federal Bankruptcy Code or any similar state or foreign law, and such order or petition shall not be discharged or dismissed within sixty (60) days; (d) Client is adjudicated as bankrupt or be declared insolvent by court decree, or makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts generally as they become due, or consents to the appointment of a receiver or receivers over all or any part of its property; (e) an application to a court for protection from its creditors is made by Client; (f) any event occurs, or proceeding is taken, with respect to Client in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in condition 22.2(a) through and including 22.2(e); or (g) Client suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

23. NOTICES

Any notice required or permitted to be given pursuant to these Terms and Conditions or an SOW governed hereby by either party shall be in writing and shall be deemed given (i) on the date received if delivered personally or sent by a reputable overnight delivery service, (ii) three (3) days after the date postmarked if sent by registered or certified mail, return receipt requested, postage prepaid, or (iii) upon acknowledgment of receipt if by electronic mail, in each case to the addresses for the parties set forth in the applicable SOW.

24. ASSIGNMENT

Client shall not assign or transfer these Terms and Conditions without the prior written consent of Protean, which shall not be unreasonably withheld. Protean may assign or transfer these Terms and Conditions, in whole or in part, to an Affiliate pursuant to a merger, acquisition or sale of substantially all of the assets of the company.

25. SEVERABILITY

If any provision of the Contract shall be void, unlawful or for any reason unenforceable, then that provision shall be severed from the Contract and, if possible, replaced by a term or provision which, as far as practicable achieves the legitimate intention of the parties. Any provision deemed void, unlawful or for any reason unenforceable shall not affect the validity and enforceability of the remaining provisions of the Contract.

26. AMENDMENTS AND WAIVER

The parties agree that any amendment, revision, waiver, or alteration to the Contract shall be in writing and signed by both parties. No waiver by either party of any breach of the Contract shall be a waiver of any preceding or subsequent breach. No waiver by either party of any right under the Contract shall be a waiver of any other right.

27. INJUNCTIVE RELIEF

A breach of Sections 3, 11 or 13 may result in irreparable and continuing harm to a party for which there may be no adequate remedy at law and entitles an affected party to seek injunctive relief as well as other and further relief as may be appropriate. The Parties agree to submit to the personal jurisdiction of the State of New York and further agree that any relief sought under this Contract shall be pursued in either federal or state court in the State of New York.

28. GOVERNING LAW & ARBITRATION

28.1 The validity, interpretation and enforcement of the Contract shall be governed by the laws of the State of Florida without regards to provisions thereof respecting conflict or choice of law.

28.2 In the event of any claims, disputes, demands or controversies regarding or in any way arising under the Contract (a “**Dispute**”) which cannot be settled by negotiation of the parties, then as the exclusive and final method of resolving such Dispute, the parties acknowledge and agree that any party shall refer the Dispute to be finally resolved and decided by binding arbitration pursuant to the then-applicable arbitration rules of JAMS. Any party shall refer the Dispute to arbitration by sending a written request to the other party (an “**Arbitration Notice**”), with a copy to JMAS at its Miami, FL, office. The seat of the arbitration proceeding shall be in Miami, Florida. The arbitration shall be before a single arbitrator mutually agreed-upon by the parties, which arbitrator shall be a retired state circuit or appellate judge or a federal district or appellate judge, who has served in Miami-Dade County. or if the parties are unable to agree, then as selected pursuant to the rules of JAMS, subject to the qualifications set forth above. The arbitral proceedings shall be confidential, and any information disclosed therein shall be treated by the parties as Confidential Information.

28.3 The decision of the arbitrator shall be in writing and shall set forth in detail the facts of the Dispute and the reasons for the decision. Each party accepts and consents to the jurisdiction of the arbitral panel and, solely for purposes of the enforcement of the arbitral award, any court of competent jurisdiction, for itself and in respect of its property, and waives in respect of both itself and its property, any defense it may have as to or based on lack of jurisdiction, improper venue or inconvenient forum. The arbitral award shall be binding on the parties, who hereby waive any appeal of such award. In the event that the losing party fails or refuses to comply with the arbitral award within fourteen (14) days following the date of receipt of notice of the award, then the prevailing party or parties, the arbitrator or their respective attorneys-in-fact may immediately proceed to request the judicial approval necessary for execution and enforcement of the award before a competent court or before any other court where such party or its assets and properties may be found, and the parties agree not to oppose the immediate domestication and enforcement of the award in any such court, including, without limitation, the Courts of the United States or any other country.