



## **END USER LICENSE AGREEMENT**

This **END USER LICENSE AGREEMENT** (the "**Agreement**") is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_(the "**Effective Date**") by and between [Customer] (hereinafter "**Customer**"), with a principal place of business located at [Address] and **EVEREST DX** (hereinafter "**EDXi**"), with a principal place of business located at 243 Tresser Blvd, 17th Floor, Stamford, CT 06901. Hereinafter, Customer and EDXi are each sometimes referred to individually as a "**Party**" or collectively as "**Parties**." In consideration of the mutual promises contained herein, the Parties agree as follows:

### **1. DEFINITIONS.**

- 1.1. "**Authorized User**" means an employee, contractor or consultant of Customer, who has been authorized by Customer to use the Services in accordance with the terms and conditions of this Agreement, and has been allocated a license or user credentials for which the applicable fees have been paid.
- 1.2. "**Confidential Information**" means any information which is disclosed by one party (the "**Disclosing Party**") to the other (the "**Receiving Party**") which is not generally known or publicly available, and information and physical material entrusted in confidence under this Agreement. Confidential Information includes, without limitation technical data, trade secrets, know-how, research, product or service ideas or plans, software codes and designs, algorithms, developments, inventions, patent applications, processes, formulas, techniques, mask works, engineering designs and drawings, hardware configuration information, agreements with third parties, lists of, or information relating to, employees and consultants of the Disclosing Party, lists of, or information relating to, suppliers and customers, price lists, pricing methodologies, cost data, market share data, marketing plans, licenses, contract information, business plans, financial forecasts, historical financial data, budgets or other business information disclosed by Disclosing Party, whether written or oral, and regardless of whether such Confidential Information is designated in writing to be confidential or proprietary.
- 1.3. "**Deliverables**" means any work product under this Agreement, whether or not completed, including without limitation, all designs, design assets, images, data, software program code, and other materials included in the final deliverable.
- 1.4. "**Documentation**" means any user manuals, handbooks, or guides that EDXi provides or makes available to Customer and which describe the functionality, components, feature, or requirements of the Services.
- 1.5. "**Intellectual Property**" shall mean all inventions, improvements, modifications, enhancements, derivatives, compositions, discoveries, know-how, processes, methodologies, formulas, designs, drawings, data, information and all works of authorship, including all worldwide rights therein under patent, copyright, trade secret, confidential information, moral rights, and other property rights, which are or will be developed, discovered, invented, authored or first reduced to practice by a Party and are the property of Party.



- 1.6. "**Invoice**" means a written invoice submitted by EDXi to Customer for the payment of Fees in exchange for the performance and delivery of Deliverables.
  - 1.7. "**Required Specifications**" means (i) the requirements (including, without limitation, levels of accuracy, quality, completeness, timeliness, responsiveness, resource efficiency and productivity) set forth in a SOW, and (ii) standards generally accepted in the industry, each used to measure the completeness or adequacy of the Deliverables.
  - 1.8. "**Services**" means EDXi's proprietary AUSIYTIC, CiM suite which is cognitive and data driven Services that support the growing influence of Digital Infrastructure Operations(I/O) and Application Operations(A/O) includes not limited to VantageX (ITOps, SecOps, Optix, InsightONE, Xplorer, CloudPrism and BotX).
  - 1.9. "**SOW**" means a mutually agreed upon written statement of work, substantially in the form of Exhibit A attached hereto and signed by the Parties' authorized representatives, which authorizes and specifies the pricing terms, technical specifications and performance requirements for EDXi to provide and deliver any customizations, as may be requested by Customer. Each SOW will expressly refer to this Agreement, will form a part of this Agreement, and will be subject to the terms and conditions contained herein.
2. **ACCESS TO SERVICES.**
- 2.1. **Grant of License.** Upon payment of all the applicable fees and subject to the terms and conditions herein, EDXi hereby grants Customer a non-exclusive, non-sublicensable, non-transferable, license during the Term (as defined below), to allow Authorized Users access the CiM Services as specified in the SOW attached hereto solely for the operation of the Services. The Services is a product of EDXi, provided to Customer under license, and may be subject to modification from time to time at EDXi's sole discretion.
  - 2.2. **Restrictions.** Customer will not, and will not knowingly permit any third party to, (a) copy, create a derivative work of, reverse engineer or decompile the Services or any part thereof or otherwise attempt to discover any source code or modify the Services in any manner or form unless expressly permitted by EDXi in an SOW or by applicable law; (b) use unauthorized modified versions of the Software, including for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Services; (c) access the Services by any means other than through the interfaces provided by EDXi; or (d) deploy the Services to Customer's client customer without executing a licensing agreement with such client.
  - 2.3. **Customization; Integrations.** EDXi may provide customizations to the Services upon execution of an SOW outlining Customer's customization requirements and will be charged a one-time fee as specified in the SOW, unless otherwise agreed by the Parties. EDXi may integrate the Services with third party services and API integration based mutual agreement between the Parties.
  - 2.4. **Maintenance and Support.** EDXi will provide ongoing support and maintenance services to the Customer. The support services will be set forth in the applicable SOW.
  - 2.5. **Business Continuity and Disaster Recovery.** EDXi shall provide a business continuity and disaster recovery plan and shall ensure that it achieves Customer's Recovery Time Objective (RTO), as agreed to by the Parties and as set forth in the SOW and/or SLA.



2.6. **Access to Logs and Reports.** Upon request from Customer, EDXi shall provide reports to Customer and retention period as specified in the SOW.

### 3. **TESTING AND ACCEPTANCE OF DELIVERABLES**

3.1. **Testing and Acceptance.** EDXi shall notify Customer when the Services is ready for use by Customer. Upon receipt of such notice, Customer shall have ten (10) days from delivery to test the Services to assess whether it complies with the Required Specifications or other requirements set forth in this Agreement or the applicable SOW. If Customer believes there are defects in the Services it shall so notify EDXi and the Parties shall mutually cooperate in fixing any such defects. Customer shall be deemed to have accepted the customized Services (i) if it does not notify EDXi of defects within such ten (10) day period, (ii) when it notifies EDXi of such acceptance, or (iii) when it has used the customized Services in commerce for thirty (30) days, whichever occurs first.

3.2. **Deficiencies.** If Customer is unsatisfied with the applicable Services and the performance and delivery thereof, and finds that such Services and the performance and delivery thereof fail to meet the applicable Required Specifications or becomes aware of any material defects in any Service or in the performance and delivery thereof (each such defect, a "**Deficiency**"), Customer will notify EDXi in writing of such Deficiency (a "**Deficiency Notice**") within ten (10) days from the date of Customer's receipt of the Deliverables. EDXi, at its own expense, will modify or re-perform such Service to bring the Deficiency into conformance with the applicable Required Specifications within ten (10) days after receipt of such Deficiency Notice.

3.3. **Modification, Re-Performance and Re-Delivery.** If the modification, re-performance and re-delivery of the Service fails to meet the Required Specifications or other requirements set forth in this Agreement or the applicable SOW, or a Service is rejected again for non-compliance with such requirements Customer may in its reasonable sole discretion reject the Service, terminate the applicable SOW or repeat the procedure in this Section 4 as often as it determines is reasonably necessary to remedy such Deficiency. Upon EDXi's completion of the modification, re-performance and re-delivery of such Service, EDXi will re-present the Service Completion for Customer's execution.

4. **SCOPE CHANGES.** Either Party may request a modification of the Deliverables to be provided under an individual SOW by submitting to the other Party a written agreement stating such request (each, a "**Change Request**"). Upon execution of the Change Request by both Parties, the obligations of EDXi with respect to such Change Request will be considered Deliverables under this Agreement and the relevant SOW. Change Request must be executed by both Parties to be effective and EDXi will not provide Deliverables outside the scope of any SOW unless and until the performance and delivery of such Deliverables has been authorized by both Parties through a Change Request.

### 5. **FEES**

5.1. **Subscription Fees.** Customer will pay EDXi the subscription fees set forth in a SOW for the Services (the "**Fees**"). All Invoices are due and payable by Customer within ninety (90) days after receipt of invoice. All Invoices and payments will be in U.S. dollars.

5.2. **Expenses.** EDXi will invoice Customer for any expenses incurred in connection with the provision of Deliverables, provided, that, EDXi may not incur any such expenses without



Customer's prior written consent. EDXi will provide supporting documentation for such expenses upon Customer's request.

- 5.3. **Taxes.** If any federal, state, local or any other governmental taxes or duties are imposed upon the subscription services provided herein, such taxes will be paid by Customer in addition to the prices quoted or invoiced. In the event EDXi is required to pay any such tax, fee or charge, Customer will reimburse EDXi for the amounts paid. Neither Party shall be liable for taxes or assessments on the other Party's net income, gross income, capital, net worth, franchise, property, or any similar taxes or assessments.

## 6. PROPRIETARY RIGHTS

- 6.1. **Ownership.** Except as the Parties may otherwise specifically agree in writing, all Intellectual Property belonging to EDXi shall belong to EDXi. Neither this Agreement nor the disclosure of information made under or in connection with it, shall grant Customer any ownership rights or license under or in connection with any Intellectual Property, or other any other proprietary right now or subsequently owned or controlled by the EDXi, except in the manner provided herein. Any Intellectual Property which is owned, created, developed or controlled by either Party shall at all times continue to be owned and/or controlled by said Party. On an ongoing basis during the Term (as defined below), except for the limited license or authorization to access and use the Services granted to Customer and its Authorized Users, all rights, title and interest in and to the Services and all enhancements and all intellectual property rights incorporated therein, including any EDXi marks, are owned exclusively by EDXi or its licensors. Customer will not own or acquire any right, title or interest whatsoever therein or thereto. EDXi reserves all rights not expressly granted to Customer herein. In addition, EDXi will own all rights in and to any enhancement requests, recommendations, feedback or other contributions provided by Customer relating to the Services or the operation thereof and Customer hereby assigns, all such rights to EDXi. Customer will not, and will not knowingly permit any third party to, copy, distribute, reproduce or use any of the foregoing except as expressly permitted under this Agreement. For the avoidance of doubt, all data of Customer under this Agreement shall remain the sole property of Customer.

- 6.2. **Trademarks.** Neither Party will use, without the prior written consent of the other, any trademark or trade name of the other or Customer, or any other word or device likely to be confused therewith as part of the other's or Customer's corporate, firm or trade name in connection with any form of advertisement or otherwise.

- 6.3. **Free and Open Source Software (FOSS).** The Services may contain or be provided with components which are subject to the terms and conditions of open source software licenses ("**Open Source Software**"). The Open Source Software may be identified in the documentation relating to the Services, or in a list of the Open Source Software provided upon EDXi's written request.

## 7. CONFIDENTIALITY.

- 7.1. Each party ("**Receiving Party**") agrees to keep confidential and not to disclose, publish, or disseminate to any third party, without the prior written consent of the other party ("**Disclosing Party**"), any non-public, confidential, or proprietary information that is disclosed or made available, directly or indirectly, by the Disclosing Party in connection with this agreement, whether in oral, written, electronic, or other form, and that is designated as confidential or that reasonably should be understood to be confidential



given the nature of the information and the circumstances of disclosure ("**Confidential Information**"). Confidential Information includes, without limitation, business and marketing plans, technology and technical information, product designs, financial information, trade secrets, and business strategies. The Receiving Party shall use the Confidential Information solely for the purpose of performing its obligations or exercising its rights under this Agreement and shall restrict disclosure to its employees, contractors, or advisors who have a need to know and who are bound by confidentiality obligations no less protective than those set forth herein.

- 7.2. The obligations under this provision shall not apply to information that the Receiving Party can demonstrate (i) was publicly known at the time of disclosure or becomes publicly known through no fault of the Receiving Party, (ii) was lawfully known to the Receiving Party, without restriction, prior to disclosure by the Disclosing Party, (iii) is disclosed with the prior written approval of the Disclosing Party, or (iv) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.
- 7.3. In the event the Receiving Party is required by law, regulation, or court order to disclose any Confidential Information, to the extent permitted by law, provide the Disclosing Party with prompt written notice of such requirement so that the Disclosing Party may seek an appropriate protective order, or take such other action as it deems appropriate. The Receiving Party shall reasonably cooperate with the Disclosing Party, at the Disclosing Party's expense, in seeking any such protective order or other remedy. Any disclosure of Confidential Information pursuant to this provision shall not affect the confidential nature of such information for any other purpose, and the Receiving Party shall continue to treat such information as Confidential Information as otherwise provided under this Agreement. The obligations set forth in this provision shall survive the termination or expiration of this agreement for a period of three (3) years.

## 8. TERM AND TERMINATION

- 8.1. **Term.** The term of this Agreement shall begin on the Effective Date and will continue for the period of [thirty-six (36) months] on a subscription basis unless and until terminated as provided under with Agreement (the "**Term**"). Customer may, at its option, notify EDXi sixty (60) days before the expiration of each Term to extend the Term in one-year increments, provided the subscription fees for each such renewal shall not increase by more than United States Department of Labor Bureau of Labor Statistics Consumer Price Index (CPI) or two percent (2%), whichever is less.
- 8.2. **Termination.** Either Party may terminate this Agreement or any SOW, immediately upon written notice to the other Party under any of the following circumstances, each of which will constitute a material breach of this Agreement: (a) a default on any of the material obligations of a Party under this Agreement, or any SOW and such default is not cured within fifteen (15) days after written notice is received by the defaulting Party specifying, in reasonable detail, the nature of the default; (b) the other Party becomes unable to pay its debts as they become due; or (c) the other Party becomes the subject of a proceeding, whether voluntary or involuntary, under the bankruptcy or insolvency laws of the United States or any other jurisdiction, unless, in the case of an involuntary proceeding, such proceeding is dismissed or withdrawn within thirty (30) days of the date such proceeding is initiated. Any termination under will not serve to limit any other remedies to which a





Party may otherwise be entitled to under this Agreement or at law or equity.

- 8.3. **Post-Termination Obligations.** Upon expiration or termination of this Agreement, the license granted hereunder will immediately terminate and Customer will stop using the Services. Customer will uninstall and destroy the Services and Documentation or undertake such actions as to ensure that the Services and Documentation will not be used after the effective date of termination. Upon request, Customer shall provide EDXi with a certification that the Services and any related Documentation have been returned or destroyed. All terms of this Agreement which must survive in order to fulfill their essential purpose shall survive termination or expiration of this Agreement.

9. **INDEMNITY.**

- 9.1. **By Customer.** Customer agrees to indemnify, defend, and hold harmless EDXi its affiliates, directors, officers, employees, agents, and representatives from and against any and all third-party claims, liabilities, damages, losses, expenses, fines, penalties, or other amounts (including reasonable attorneys' fees) arising out of, related to, or in connection with Customer's (a) gross negligence, willful misconduct, , (b) a material breach of this Agreement, or (c) violation of applicable laws or regulations.
- 9.2. **By EDXi.** EDXi shall indemnify, defend, and hold harmless Customer from and against any third-party claim, suit, or proceeding alleging that the Services, as provided by EDXi and used in accordance with this Agreement, infringe any valid U.S. patent, copyright, or trademark, or misappropriate any trade secret of such third party. EDXi's obligations under this Section do not apply to claims arising from (a) Customer's use of the Services in combination with any data, software, hardware, or services not provided by EDXi; (b) modifications to the Services made by anyone other than EDXi; or (c) Customer's use of the Services after EDXi has notified Customer to cease such use to avoid further infringement. If the Services become, or in EDXi's reasonable opinion are likely to become, the subject of an infringement claim, EDXi may, at its sole option and expense: (i) procure the right for Customer to continue using the Services; (ii) modify the Services to be non-infringing without materially reducing functionality; or (iii) terminate the Agreement and provide a pro-rata refund of any prepaid, unused fees.
- 9.3. The party seeking indemnification ("**Indemnified Party**") must promptly notify the other party ("**Indemnifying Party**") in writing of any claim. The Indemnifying Party will have the right to assume and control the defense of the claim with counsel of its choosing, reasonably acceptable to the Indemnified Party. The Indemnified Party may participate in the defense at its own expense. The Indemnifying Party may not settle any claim without the Indemnified Party's prior written consent if such settlement (a) imposes any liability or obligation on the Indemnified Party, (b) does not include a full release of the Indemnified Party, or (c) involves any admission of wrongdoing. If the Indemnifying Party does not assume the defense within a reasonable time, the Indemnified Party may do so at the Indemnifying Party's expense.

10. **INDEPENDENT CONTRACTOR.** EDXi performing services under this Agreement as an independent contractor and nothing herein will be deemed to create any other relationship between the Parties, including, without limitation, a partnership, joint or shared venture, or employer-employee relation. EDXi will be solely liable for all its personnel matters related to compensation, unemployment, disability insurance, social security, withholding and all other federal, state and local taxes.



11. **NO EXCLUSIVITY.** The Parties acknowledge and agree that this is a non-exclusive engagement, and except as specifically stated in this Agreement with respect to an activity, nothing contained herein shall be construed as preventing or restricting either Party from pursuing any opportunity with clients or prospective clients without involving the other Party or to enter into similar agreements with other third parties.
12. **REPRESENTATIONS AND WARRANTIES.** The Parties warrant that delivery, execution, and performance of this Agreement: (a) have been authorized by all necessary corporate action; (b) do not violate the law, regulation, or court order of any jurisdiction that either party or assets of either party may be subject to; and (c) is not subject to the consent or approval of any third party including the right to grant all licenses granted in this Agreement.
13. **NO WARRANTIES.** EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN WRITING IN THIS AGREEMENT, THE SERVICES ARE PROVIDED BY EDXI "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. EDXI DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.
14. **LIMITATION OF LIABILITY.** EXCEPT FOR THE CONFIDENTIALITY AND INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT, NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT OR ANY SOW OR PURCHASE ORDER, IN NO EVENT, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE AND DELIVERY OF THE DELIVERABLES UNDER THIS AGREEMENT AND ALL SOW'S ISSUED HEREUNDER. EACH PARTY'S MAXIMUM LIABILITY FOR DAMAGES TO THE OTHER PARTY IN CONNECTION WITH THIS AGREEMENT AND ANY SOW HEREUNDER WILL NOT EXCEED THE AGGREGATE AMOUNT OF THE FEES PAID BY CUSTOMER TO EDXI UNDER THIS AGREEMENT FOR A PERIOD OF 12 MONTHS FROM THE DATE SUCH CAUSE OF ACTION AROSE.
15. **DISPUTE RESOLUTION.** In the event a Party provides written notice to the other Party of any controversy, claim, dispute, difference or misunderstanding between the Parties arising out of or relating to this Agreement or any SOW, each Party will designate representatives to meet within ten (10) days and negotiate in good faith in an attempt to reach a mutually acceptable resolution. In the event the Parties are unable to resolve such matter through good faith negotiations within ten (10) days of such meeting each Party agrees to submit to jurisdiction and venue in accordance with Section 16 below.
16. **ARBITRATION.** The Parties agree that any dispute or controversy in connection with this Agreement, including its interpretation, will be conclusively settled by submission to arbitration (the "**Arbitration**") in accordance with the rules of arbitration of the American Arbitration Association ("**AAA**"). The Arbitration will be conducted in Fairfield County, Connecticut before a single arbitrator mutually agreeable to the parties (the "**Arbitrator**"). The initial costs of the Arbitrator will be borne equally by the Parties. The Arbitrator shall have the power to award costs in his or her discretion in making his or her award or decision. Nothing in this clause



prohibits each Party from seeking injunctive relief in a court of competent jurisdiction against the other Party as referenced in this Agreement. The decision of the Arbitrator shall be final and binding and without any right of appeal. THE PARTIES ACKNOWLEDGE AND AGREE THAT BY AGREEING TO ARBITRATE, THEY ARE IRREVOCABLY AND UNCONDITIONALLY WAIVING ANY RIGHT TO BRING AN ACTION AGAINST THE OTHER IN A COURT OF LAW AND ARE WAIVING THE RIGHT TO HAVE CLAIMS AND DAMAGES, IF ANY, DETERMINED BY A JURY.

## 17. GENERAL PROVISIONS

17.1. **Entire Agreement.** This Agreement, any exhibits attached hereto, and any SOWs executed in connection with this Agreement, constitute the entire agreement between the Parties with respect to the subject matter hereof. All prior and contemporaneous agreements, representations, statements, negotiations, understandings and undertakings, whether written or oral, are superseded by this Agreement. This Agreement may be modified only in a written document signed by both Parties.

17.2. **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable in any jurisdiction, for any reason, then, to the full extent permitted by law (a) all other provisions hereof will remain in full force and effect in such jurisdiction and will be construed in order to carry out the intent of the Parties as nearly as may be possible, (b) such invalidity, illegality or unenforceability will not affect the validity, legality or enforceability of any other provision hereof, and (c) any court or arbitrator having jurisdiction over this Agreement will have the power to reform such provision to the extent necessary for such provision to be enforceable under applicable law.

17.3. **Assignment.** This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns. Neither Party may assign its rights and/or delegate its duties under this Agreement to any third party without the prior written consent of the other Party, except that either Party may assign this Agreement and its rights and obligations hereunder upon written notice to the other Party in connection with a merger or acquisition or sale of substantially all of its assets. Any assignment of rights or delegation of duties under this Agreement by a Party will not release such Party from its obligations hereunder.

17.4. **Force Majeure.** Neither party shall be liable for any failure or delay in performing its obligations under this Agreement (other than payment obligations) to the extent such failure or delay is caused by events beyond its reasonable control, including but not limited to acts of God, natural disasters, epidemic or pandemic, labor disputes or strikes, electrical or power outages, utility failures, internet or telecommunications failures, cyberattacks, acts of war or terrorism, civil unrest, governmental actions, or changes in applicable law or regulation ("**Force Majeure Event**"). The affected party shall promptly notify the other party in writing of the Force Majeure Event, describing its nature and anticipated duration, and shall use commercially reasonable efforts to mitigate the effects of the delay or failure. If a Force Majeure Event continues for more than thirty (30) consecutive days and materially affects the performance of either party, the non-affected party may terminate the Agreement upon written notice, without liability.

17.5. **Notices.** Noticed under this Agreement will be deemed given when: (a) delivered in hand; (b) mailed by registered or certified mail, return receipt requested, postage prepaid; (c) sent by a third-party courier service where receipt is verified by the receiving





Party's acknowledgment; or (d) sent via electronic mail, where transmission is confirmed, to the addresses indicated in the first page of this Agreement.

17.6. **Waiver.** The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.

17.7. **Headings.** The headings of the sections of this Agreement are inserted for convenience only and are not intended to affect its meaning or interpretation. Throughout this Agreement, the singular will apply to the plural and the plural to the singular, unless the context clearly indicates otherwise.

17.8. **Governing Law; Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of New York excluding its body of law controlling conflict of laws. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts. located in New York County, New York and the parties irrevocably consent to the personal jurisdiction and venue therein.

17.9. **Counterparts.** The Agreement and any documents pursuant hereto may be separately executed by the Parties in two or more counterparts, and by facsimile, PDF, or similar means of electronic delivery, and all such counterparts shall be deemed an original, but all of which together shall constitute one and the same instrument and will be binding on the Parties as if they had originally signed one copy of the Agreement.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**[CUSTOMER NAME]**

**EVEREST DX, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

[Provided in separate attachment]