

End User License Agreement and Terms of Use

This **END USER LICENSE AGREEMENT AND TERMS OF USE** (collectively, the “Agreement” and individually, the “Term” or “Terms”) is between Children’s Health System of Texas (“We”, “Our”, “Us” or the “Licensor”) and the end user who accepts the terms in this Agreement (“You” or “Your”), whether in their individual capacity or as a parent or legal guardian. In either case, the individual whose data is entered into or through the services provided as set forth in this Agreement may be referred to herein as the “User”. We provide a broad range of services that are subject to this Agreement (“Services”), including apps and sites, platforms, integrated services, and devices. Your permission to use our Services continues so long as you agree to these Terms and any Service-specific additional Terms, [Link to specific terms], which might include, for example, additional age requirements, and which may be amended from time to time.

THIS AGREEMENT IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND THE LICENSOR. THIS AGREEMENT SHALL GOVERN:

- **YOUR INSTALLATION AND USE OF THE SERVICES PROVIDED BY THE LICENSOR FOR USE ON YOUR MOBILE DEVICE (“MOBILE DEVICE”); AND**
- **ANY MANUALS, INSTRUCTIONS, DESCRIPTIONS, SPECIFICATIONS OR OTHER MATERIALS, IN HARD COPY OR ELECTRONIC FORM, PROVIDED BY THE LICENSOR (THE "DOCUMENTATION") DESCRIBING OR RELATING TO THE USE OF THE SERVICES.**

BY CLICKING THE "ACCEPT" BUTTON OR BY INSTALLING, USING OR OTHERWISE ACCESSING THE SERVICES, YOU (I) INDICATE THAT YOU INTEND YOUR ACT TO SERVE AS YOUR SIGNATURE TO THIS AGREEMENT AND TO HAVE THE SAME FORCE AND EFFECT AS THE USE OF A MANUAL SIGNATURE AND (II) REPRESENT AND WARRANT THAT YOU, THE USER, ARE 18 YEARS OF AGE OR OLDER OR THAT, IF THE USER IS UNDER THE AGE OF MAJORITY IN HIS/HER STATE OF RESIDENCE, THE PERSON INSTALLING AND USING THE SERVICES IS THE PATIENT’S PARENT OR LEGAL GUARDIAN.

IF YOU DO NOT ACCEPT ALL TERMS OF THIS AGREEMENT, CLICK THE "DECLINE" BUTTON AND DO NOT INSTALL THE SERVICES OR OTHERWISE USE OR ACCESS THE SERVICES.

THE SERVICES ARE NOT A REPLACEMENT FOR ANY HEALTH CARE REGIMEN DEVELOPED BY THE USER’S HEALTH CARE PROVIDER. IF, AT ANY TIME, YOU DO NOT UNDERSTAND A DIRECTION OR QUESTION PRESENTED BY THE SERVICES, CONSULT YOUR HEALTH CARE PROVIDER IMMEDIATELY.

PARENTS AND LEGAL GUARDIANS – IF YOU ARE ACCEPTING THIS AGREEMENT AND INSTALLING AND USING THE SERVICES AS THE PARENT OR LEGAL GUARDIAN OF A USER, YOU REPRESENT AND WARRANT THAT YOU WILL PERSONALLY USE THE SERVICES ON THE USER’S BEHALF. THE

SERVICES ARE NOT INTENDED FOR USE BY MINORS WITHOUT PARENTAL OR LEGAL GUARDIAN SUPERVISION. YOU HEREBY ACKNOWLEDGE AND ASSUME FULL RESPONSIBILITY FOR THE USER’S USE OR MISUSE OF THE SERVICES.

BY ACCEPTING THIS AGREEMENT, YOU ACKNOWLEDGE THAT THERE ARE INHERENT RISKS IN COMPUTER SOFTWARE, HARDWARE AND INTERNET CONNECTIVITY THAT MAY RESULT IN INTERRUPTIONS OR ERRORS IN THE SERVICES AND THE DATA TRANSMITTED OR DISPLAYED USING THE SERVICES; LOSS OF PRIVACY, CONFIDENTIALITY, INFORMATION OR PROPERTY; AS WELL AS OTHER LOSSES, DAMAGES OR ADVERSE OCCURRENCES, REGARDLESS OF THE MEASURES TAKEN TO AVOID SUCH OCCURRENCES.

YOU ACKNOWLEDGE THAT YOU WILL BE USING THE SERVICES IN CONNECTION WITH PRODUCTS AND SERVICES PROVIDED BY THIRD PARTIES WHICH ARE NOT PROVIDED BY THE LICENSOR AND FOR WHICH THE LICENSOR HAS NO RESPONSIBILITY. THE SERVICES AND COMMUNICATIONS PROVIDED BY ANY OTHER THIRD PARTY INCLUDING PRODUCTS, COMMUNICATIONS AND SERVICES WILL BE REFERRED TO COLLECTIVELY AS “THIRD PARTY SERVICES”. THE LICENSOR MAKES NO CLAIMS AS TO THE VALIDITY, ACCURACY, RELIABILITY OR STATUS OF THESE THIRD PARTY SERVICES AND SHALL NOT BE HELD RESPONSIBLE FOR ANY CLAIMS RELATING TO THE THIRD PARTY SERVICES.

The Licensor may change the Terms of this Agreement at any time by notifying You of a change when You next log-in to the Services following the installation of an update which You may receive directly from the Licensor or from the applicable app store or online platform. Your continued use of the Services after any such amendment is posted constitutes consent to bound by the new Term or Terms in particular and the Agreement in its entirety. If you do not consent to any changed Agreement, You must stop using the Services.

I. USER ACCOUNTS.

A. New User Account.

Some Services require that you register and create a User account. (a “User Account”), as well as reaffirm your acceptance of and agreement to this Agreement and those additional terms, conditions and policies referenced herein, as we may require from time-to-time. Unless otherwise permitted by us in writing, an individual User may only have one (1) non-transferable User Account.

B. Age requirements. If you are under the age of majority where you live (for example, eighteen in Texas), you must have your parent or legal guardian’s permission to use our products or services. Please have your parent or legal guardian read these terms with you.

If you are a parent or legal guardian, and you allow your child to use our products or services, then these terms apply to you and you are responsible for your child's activity on the services as the User. Please our Privacy Policy [Link Privacy Policy] for more information on how we collect, use, and maintain your child's information, and how you can manage it.

- C. **Data and Privacy.** For information about what personal information and other data ("User Data") may be collected, used, shared and/or disclosed, please see our Privacy Policy. You understand and agree that User Data is subject to the terms of our Privacy Policy, which you should review here: <https://www.childrens.com/mobileresources>.
- D. **Termination of Account.** Licensor may terminate a User Account at any time, for any or no reason, and without notice (including, without limitation, if Licensor believes that you have violated or acted inconsistently with this Agreement). Upon such termination, all rights granted to You hereunder shall automatically revert back to Licensor, and all representations, warranties, covenants, certifications, indemnifications, and promises made by You under this Agreement shall survive in perpetuity.
- E. **PROTECTION OF USER ACCOUNT INFORMATION; INDEMNIFICATION.** YOU AGREE THAT YOU SHALL TAKE ALL STEPS NECESSARY TO PROTECT YOUR USER ACCOUNT DETAILS AND ACCESS INFORMATION (INCLUDING YOUR USER OR LOGIN NAME AND PASSWORD); TO KEEP THEM SECRET; TO REFRAIN FROM GIVING THEM TO SOMEONE ELSE; AND TO REFRAIN FROM ALLOWING SOMEONE ELSE TO USE THEM. IF YOU FAIL TO COMPLY WITH ANY OF THE FOREGOING (WHETHER INTENTIONALLY OR UNINTENTIONALLY), THEN YOU ACCEPT FULL RESPONSIBILITY FOR THE CONSEQUENCES THEREOF (INCLUDING, WITHOUT LIMITATION, ANY UNAUTHORIZED DISCLOSURES, CHARGES AND PAYMENTS, AND ANY UNAUTHORIZED CHANGES TO YOUR USER ACCOUNT INFORMATION AND SETTINGS), AND AGREE TO FULLY INDEMNIFY, RELEASE, HOLD HARMLESS, AND COMPENSATE LICENSOR FOR ANY LOSSES, HARM, OR CLAIMS THAT MAY RESULT.

II. NON-TRANSFERABILITY OF USER ACCOUNT.

- A. **No Transfer.** The use of Services and User Account may not be transferred to another end user and should be uninstalled if You transfer Your Mobile Device on which it is installed. The data You transmit and view using the Services is specific to the User Account associated with the User. If another end user desires to utilize the Services, she or he should create his or her own User Account consistent with this Agreement.
- B. **Restrictions.** You may not rent, lease, lend, sell, redistribute, transfer, assign or sublicense the Services or Documentation, or use the Services for commercial timesharing or otherwise in providing services to third parties. You may not sublicense, assign or transfer the License, Services or Documentation.

III. CONTESTS.

- A. Some Services may provide the opportunity to join or participate in contests. Prizes may or may not be available. The level of skill required will vary by contest. Specific terms and conditions may apply to each contest and will be provided in connection with each such contest.
- B. You agree to carefully review any contest official rules prior to participation. You agree to be bound by the terms of any applicable official rules, and your use of the Services constitutes consent to be bound by those terms.

IV. GRANT OF LICENSE.

- A. **Limited License - the Services.** The Licensor hereby grants You a limited, non-transferable, non-exclusive license (the “License”) to install and use the Services on Your Mobile Device and to otherwise other log in to Your User Account on any Mobile Device, provided that You agree to and comply with all terms and conditions of this Agreement in connection with Your use of the Services on Your Mobile Device or log in to Your User Account on any Mobile Device.
- B. **Reservation of Rights.** You do not have the right to distribute the Services or post or otherwise make available the Services, or any portion thereof, in any form, on the Internet or in any other way, to any other person. You have no right to receive, distribute, use or examine any source code or design documentation relating to the Services, except and then solely to the extent required to be permitted by applicable law. The License granted herein does not constitute a sale of the Services or the Documentation, or any portion or copy thereof. **RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED BY THE LICENSOR.** You agree to only use the Services as expressly permitted herein. The Services is licensed, not sold, to You by the Licensor. You acknowledge that the Services contain CONFIDENTIAL source code and agree not to disclose, provide, or otherwise make available confidential information within the Services in any form to any third party without the prior written approval of Licensor. Unauthorized copying of the Services or failure to comply with the restrictions in this Agreement (or other breach of the License herein) will result in automatic termination of this Agreement and You agree would cause immediate, irreparable harm to the Licensor, its affiliates and/or their licensors for which monetary damages would be an inadequate remedy and that injunctive relief will be an appropriate remedy for such breach.
- C. **Third Party Services.** Notwithstanding the terms and conditions of this Agreement, any Third Party Services that are licensed or provided to You may be subject to the terms and conditions of a purchase agreement, software license agreement, privacy policy or services agreement accompanying or otherwise provided to You with respect to such Third Party Services, whether in the form of a discrete agreement, shrink wrap license or electronic license terms accepted at time of download or installation. Your use of the Third Party Services shall be

governed entirely by the terms and conditions of any such agreement(s) or policy(ies). LICENSOR SHALL NOT HAVE ANY LIABILITY WITH RESPECT TO ANY OF THE THIRD PARTY SERVICES.

- D. **Ownership Of Intellectual Property.** The Licensor, its affiliates and its suppliers own or license all rights, title and interest in and to the Services and the related Documentation. You agree to refrain from any action that would diminish such rights or would call them into question. You acknowledge and agree that all Intellectual Property Rights (as defined hereinafter) in the Services and Documentation and any improved, updated, upgraded, modified, customized or additional parts thereof are owned by the Licensor, its affiliates or its licensors and are protected by law and international treaty provisions, including but not limited to copyright, patent, trade secret, trade dress, trademark, rights in get-up, goodwill, rights in designs, technology, artwork, rights in computer software (including source code), database and similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any media now known or hereinafter invented, in any part of the world ("Intellectual Property Rights"). The license granted herein confers no title or ownership in the Intellectual Property Rights in the Services, the Documentation, or any other technology, information or materials, and as between the parties, the Licensor retains exclusive ownership of all right, title and interest in and to all aspects of the Services, the Documentation, and all other technology, information and materials, as well as any and all copies or modifications thereof (by whomever made and whenever made), including, but not limited to, all Intellectual Property Rights with respect to any and all of the foregoing. Portions of the Services may include copyrighted material provided by third parties. The licensors of such third party materials retain all of their respective right, title and interest in and to such third party materials and all copies thereof, including, but not limited to, any and all Intellectual Property Rights. The use of this material and the associated rights are hereby acknowledged except, and then solely to the extent, that the foregoing is ineffective in certain countries / states / provinces / jurisdictions.

Any goodwill derived through the use of the Intellectual Property Rights pursuant to the terms of this Agreement shall inure solely to the benefit of the Licensor, its affiliates and/or its licensors. The structure, organization and code of the Services are the valuable trade secrets and confidential information of the Licensor, its affiliates and/or its licensors. You shall not remove any product identification, copyright notices or proprietary restrictions from the Services. Any and all goodwill derived through the use of the Services or Licensor trademarks pursuant to the terms of this Agreement shall inure solely to the benefit of Licensor. Other trademarks included or accessed during the use of the Services are the trademarks of their respective licensors. Licensor reserves all rights not expressly granted to You in this Agreement.

- E. **Limitation On Reverse Engineering.** Except to the extent that such restriction is not permitted under applicable law, You are not permitted (and You agree not to and not to permit or facilitate third parties to) reverse engineer, decompile,

disassemble, decode, create derivative works of, gain access to the source code, reduce non-human readable elements in the Services to human-readable form, modify or adapt the Services, any updates to same, or any part thereof, except and then solely to the extent required to be permitted under applicable law.

- F. **License - User Data.** All data, information, communications, and any other content that You submit to or publish on or through the Services is hereinafter defined as the “User Materials.” You hereby grant Us an irrevocable, non-exclusive, royalty-free, fully-paid, transferable, sub-licensable, perpetual, and universe-wide license for Us to host, store, cache, reproduce, transmit, distribute, sell, resell, license, sublicense, market, modify, adapt, create derivative works such as (without limitation) predictive analytics, dynamic intelligence, and metadata (“Derivative Work Product”), communicate, publish, syndicate, publicly perform, publicly display, archive and otherwise use and exploit all or any part of such User Materials and any elements and derivatives thereof in any manner, medium or form, whether now known or hereinafter devised, as We see fit in our sole discretion. You retain full ownership of all your User Materials. For more information on use of User Data, consult Licensor’s Privacy Policy, available here: <https://www.childrens.com/mobileresources>.
- G. **WARNINGS; DISCLAIMERS.** LICENSOR IS NOT RESPONSIBLE FOR, AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING FROM OR IN CONNECTION WITH, THE USE OR DISCLOSURE OF ANY USER DATA THAT YOU VOLUNTARILY SUBMIT THROUGH THE SERVICES.
- V. **UPDATES AND UPGRADES.** From time to time updates to the Services may be available through the app store provider or an online platform. Depending on the update, You may not be able to use the Services until You have downloaded the latest version of the particular Service and accepted any new Terms that may apply. To use the Services identified by the Licensor as an upgrade, You must first be licensed to use the original Services identified by the Licensor as eligible for the upgrade. After upgrading, You may no longer use the original Services that formed the basis for Your upgrade eligibility and the upgraded software shall be deemed the “Services” licensed hereunder. This Agreement will apply to Your use of the update or upgrade unless the Licensor provides other terms along with the update or upgrade. In case of a conflict between this Agreement and other terms provided with respect to updates or upgrades, such other terms will prevail. This Section will not require the Licensor to deliver new features and functionality which are priced separately by the Licensor nor any future products which may be offered by the Licensor.
- VI. **PROHIBITED ACTIVITIES.** You shall not engage in any of the following activities at any time with respect to the Services: (a) the impersonation of any person or entity; (b) any act that infringes or otherwise violates the intellectual property, privacy, or publicity rights of any person or entity (including, without limitation, the copyrights, trademarks, patents, and trade secrets held by Licensor, its affiliates and its licensors with respect to the Services); (c) the reproduction of the Services or any data or content found thereon or therein, in whole or in part, or the creation of any derivatives works of the foregoing (unless

expressly authorized by Licensor herein); (d) the publication of any content that is objectionable or illegal (including, without limitation, content that is indecent, obscene, infringing, defamatory, disparaging, deceptive, misleading, untruthful, fraudulent, or abusive); (e) the publication of a person's or entity's personal information or private facts without his/her/its prior consent; (f) the publication of any machine, computer, or randomly generated content; (g) any act that constitutes a commercial activity; (h) any act intended or designed to drive traffic to or boost the search rankings of third-party websites, networks, platforms, servers, or applications; (i) the systematic retrieval or copying of any information or content found on or through the Services or any servers to directly or indirectly create or compile, in whole or in part, a collection, compilation, database, or directory; (j) the use of any software, program, process, device, application, or routine (including, by way of example only, robots, scrapers, spiders, viruses, spyware, and malware) to monitor, copy, disrupt, damage, injure, interfere with, or impermissibly access, in whole or in part, the Services, any servers, or any data or content found thereon or therein; (k) any act that involves or concerns decrypting, security bypassing or circumventing, hacking, data mining, data scraping, data harvesting, reverse engineering, decompiling, disassembling, attempting to derive source code, modifying, copying, or the like in relation to the Services or any servers; (l) any act that overloads, unreasonably disrupts, or unreasonably interferes with the infrastructure of the Services or any servers; (m) gain or attempt to gain unauthorized access to computer systems, networks, information, or materials through the Services or any servers; or (n) any other act that Licensor becomes aware of and believes in good faith is improper, illegal, or harmful to the Services, any servers, any person or entity, or the property of any person or entity.

VII. LINKS TO OTHER SITES, NETWORKS, PLATFORMS, SERVERS, AND SERVICESS. The Services may contain links to third-party websites, networks, platforms, servers, and/or applications ("Linked Technologies"). The Linked Technologies are not under the control of Licensor. The Services contain such links, if any, only as a convenience to you. LICENSOR IS NOT RESPONSIBLE FOR ANY INFORMATION, CONTENT, GOODS, SERVICES, PROMOTIONS, ADVERTISEMENTS, PROGRAMS, CODES, OR OTHER ITEMS WHICH MAY BE FOUND ON OR EXCLUDED FROM THE LINKED TECHNOLOGIES (INCLUDING, WITHOUT LIMITATION AND BY WAY OF EXAMPLE ONLY, MALICIOUS SOFTWARE, SPYWARE PROGRAMS, INACCURATE INFORMATION, AND ILLEGAL CONTENT). LICENSOR DOES NOT MAKE, NOR HAS LICENSOR MADE, ANY REPRESENTATIONS OR WARRANTIES (EXPRESS, IMPLIED, OR OTHERWISE) CONCERNING THE TERMS OF USE, PRIVACY POLICIES, AGREEMENTS, INFORMATION, CONTENT, GOODS, SERVICES, PROMOTIONS, ADVERTISEMENTS, PROGRAMS, CODES, OR OTHER ITEMS WHICH MAY BE FOUND ON OR EXCLUDED FROM THE LINKED TECHNOLOGIES; NOR SHALL THE FACT THAT THE SERVICES LINK TO ANY LINKED TECHNOLOGIES CONSTITUTE AN AFFILIATION WITH, ASSOCIATION WITH, OR ENDORSEMENT OF SUCH LINKED TECHNOLOGIES ANY INFORMATION, CONTENT, GOODS, SERVICES, PROMOTIONS, ADVERTISEMENTS, PROGRAMS, CODES, OR OTHER ITEMS WHICH MAY BE FOUND ON OR EXCLUDED FROM SUCH LINKED TECHNOLOGIES. IF YOU DECIDE TO

ACCESS ANY LINKED TECHNOLOGIES, THEN YOU DO SO AT YOUR OWN RISK.

VIII. TERM. This Agreement is effective upon Your acceptance of the same and shall continue unless terminated in accordance with the terms of this Agreement. This Agreement will terminate immediately and without additional notice in the event that You breach, and/or fail to comply with, any term or condition of this Agreement. If Your license to the Services terminate, You must discontinue use of the Services and Your User Account; You must uninstall and destroy all copies of the Services and Documentation; all rights granted to You under this Agreement shall cease; You must immediately cease all activities authorized by this Agreement; and You will no longer be able to use the Services or Your User Account.

IX. MOBILE APPLICATIONS AND CARRIER CHARGES. If you access or use the Services, then you hereby acknowledge and agree that information about your use of the Services through a mobile device and/or a mobile device carrier (such as, by way of example only, the identity of the mobile device, and/or the mobile device carrier) may be communicated to Licensor; and that you accept full responsibility for all mobile device and carrier fees, rates, and charges that may apply, if any. The data fees, rates, and charges of your mobile device carrier may apply to your access and/or use of the Services. Licensor is not responsible for, and you further accept full responsibility for, all mobile device and carrier fees, rates, and charges that may apply, if any.

X. DISCLAIMER OF WARRANTIES; WARNINGS.

A. The Services are provided to enable You to access educational resources. **THE USE OF THE SERVICES IS AT YOUR SOLE RISK.** The Services are not intended for use on a mobile device that has been altered or customized to remove, replace, or circumvent the manufacturer's approved kernel, system configuration or use restrictions, or which violates the manufacturer's warranty. Use of the Services may adversely affect the operation of other software and devices. Any content created for, or included in, the Services is for the purpose of providing information only. In providing the Services, the Licensor does not provide medical advice. The Licensor shall not have any responsibility for the User Data. The Licensor cannot warrant the accuracy of any communications or data, including User Data. The Licensor is not responsible for injuries or physical harm to You or another person incurred while using the Services. **DO NOT USE THE SERVICES DURING EMERGENCY SITUATIONS OR IN SITUATIONS WHERE YOUR, OR ANOTHER PERSON'S HEALTH OR SAFETY IS AT RISK.** If You are concerned with Your condition or that of a another person, You should contact the appropriate health care provider or emergency services. Do not ignore indications that Your health or the health of someone else is at risk. The Services are not meant to serve as a substitute for medical advice, diagnosis, treatment, or the individualized advice or care of a health care provider. Some of the foregoing disclaimers may be ineffective in certain countries / states /provinces / jurisdictions, so they may not apply to You in their entirety.

- B. THE SERVICES ARE NOT TO BE USED AS A SUBSTITUTE FOR PROFESSIONAL HEALTHCARE JUDGMENT, DIRECT MEDICAL SUPERVISION OR EMERGENCY INTERVENTION; OR FOR EMERGENCY USE OR FOR TRANSMISSION OR INDICATION OF ANY REAL-TIME ALARMS OR TIME CRITICAL DATA. ALL PATIENT MEDICAL DIAGNOSES AND TREATMENT ARE TO BE PERFORMED BY AN APPROPRIATE HEALTHCARE PROFESSIONAL. NEITHER THE LICENSOR, NOR ANY OF ITS AFFILIATED COMPANIES, ARE RESPONSIBLE OR LIABLE FOR ANY DIAGNOSIS, DECISION OR ASSESSMENT MADE BY A PATIENT, OR ANY INJURIES YOU OR SOMEONE ELSE MAY INCUR AS A RESULT OF ANY DECISIONS MADE BASED ON THE CONTENT OF THE SERVICES AND DOCUMENTATION.
- C. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSOR AND ITS AFFILIATES PROVIDE THE SERVICES "AS IS" AND WITH ALL FAULTS AND DEFECTS AND WITHOUT ANY OTHER WARRANTY OF ANY KIND, AND HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE AND NON-INFRINGEMENT, ANY IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, AND OF LACK OF VIRUSES ALL WITH REGARD TO THE SERVICES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE LICENSOR OR AN AUTHORIZED REPRESENTATIVE OF THE LICENSOR SHALL CREATE A WARRANTY.

The Licensor, its affiliates, and/or their licensors do NOT warrant that the functions contained in the Services will meet Your requirements or that the operation of the Services will be uninterrupted or error free or that such errors will be corrected. Software, such as that used in the Services, is inherently subject to bugs and potential incompatibility with other computer software and hardware. You should not use the Services for any applications in which failure could cause any significant damage or injury to persons or tangible or intangible property. Some countries / states / provinces / jurisdictions do not allow exclusion of implied warranties or limitations on the duration of implied warranties, so the above disclaimer may not apply to You in its entirety. To the extent applicable law requires the Licensor to provide warranties, You agree that the scope and duration of such warranty shall be to the minimum extent required to be provided under such applicable law.

- D. ANY OPINIONS, ADVICE, STATEMENTS, OFFERS, OR OTHER INFORMATION, COMMUNICATIONS, OR CONTENT FOUND ON OR THROUGH THE SERVICES ARE THOSE OF THEIR RESPECTIVE AUTHORS, AND NOT THOSE OF LICENSOR. SUCH AUTHORS ARE SOLELY RESPONSIBLE FOR THE ACCURACY OF SUCH INFORMATION, COMMUNICATIONS, OR CONTENT. LICENSOR DOES NOT GUARANTEE, ADOPT, OR ENDORSE THE ACCURACY, COMPLETENESS,

RELIABILITY, OR USEFULNESS OF ANY SUCH INFORMATION OR CONTENT. LICENSOR IS NOT RESPONSIBLE FOR THE ACCURACY, COMPLETENESS, RELIABILITY, OR USEFULNESS OF ANY SUCH INFORMATION, COMMUNICATIONS, OR CONTENT. UNDER NO CIRCUMSTANCES SHALL LICENSOR BE LIABLE TO YOU OR ANY THIRD PARTIES FOR ANY LOSS OR DAMAGE CAUSED BY OR ARISING FROM OR IN CONNECTION WITH YOUR RELIANCE ON ANY SUCH INFORMATION, COMMUNICATIONS, OR CONTENT.

E. IN NO EVENT DOES THE LICENSOR PROVIDE ANY WARRANTY OR REPRESENTATION WITH RESPECT TO ANY THIRD PARTY SERVICES AND THE LICENSOR DISCLAIMS ALL LIABILITY WITH RESPECT TO ANY FAILURES THEREOF. THE LICENSOR DISCLAIMS ANY AND ALL LIABILITY THAT MAY DERIVE FROM ACTIONS OF OR CLAIMS AGAINST ANY THIRD PARTY SERVICE PROVIDERS. SOME COUNTRIES / STATES / PROVINCES / JURISDICTIONS DO NOT ALLOW DISCLAIMERS OF WARRANTIES, SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU IN ITS ENTIRETY.

XI. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY LOSSES THAT YOU MAY INCUR, THE ENTIRE LIABILITY OF THE LICENSOR, ITS AFFILIATES AND/OR THEIR LICENSORS UNDER ANY PROVISION OF THIS AGREEMENT AND YOUR EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING SHALL BE LIMITED TO EITHER THE FIXING, REPAIRING OR OTHERWISE RECTIFYING ANY FAULTS IN THE SERVICES, EVEN IF ANY SUCH LOSS WAS FORESEEABLE OR CONTEMPLATED BY THE PARTIES, OR WHERE APPLICABLE, THE GREATER OF THE AMOUNT ACTUALLY PAID BY YOU FOR THE SERVICES OR \$10.00. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE LICENSOR, ITS AFFILIATES AND/OR THEIR LICENSORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, FOR LOSS OF DATA OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SERVICES, THIRD PARTY SERVICES (INCLUDING THIRD PARTY SOFTWARE AND/OR THIRD PARTY HARDWARE USED WITH THE SERVICES), FOR LOSS FROM ANY VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR DEVICE DUE TO YOUR DOWNLOADING THE SERVICES OR ANY MATERIAL/WEBSITE LINKED TO IT, OR OTHERWISE IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT), EVEN IF THE LICENSOR, ITS AFFILIATES AND/OR THEIR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE. YOU UNDERSTAND AND AGREE TO THE LIMITATIONS OF LIABILITY IN THIS SECTION AND ACKNOWLEDGE THAT WITHOUT YOUR AGREEMENT TO THIS PROVISION, THE FEE CHARGED FOR THIS SERVICES WOULD BE HIGHER. Some countries / states / provinces /

jurisdictions prohibit or limit the exclusion or limitation of liability or incidental or consequential damages, so the above limitations or exclusions may not apply to You.

XII. INDEMNITY. YOU AGREE TO INDEMNIFY AND HOLD THE LICENSOR, ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, ASSIGNS AND LICENSORS HARMLESS FROM ANY CLAIM OR DEMAND (INCLUDING BUT NOT LIMITED TO REASONABLE LEGAL FEES) MADE BY A THIRD PARTY DUE TO OR ARISING OUT OF OR RELATED TO YOUR VIOLATION OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOUR VIOLATION OF ANY LAWS, REGULATIONS OR THIRD PARTY RIGHTS INCLUDING ANY INFRINGEMENT BY YOU ON THE COPYRIGHT OR INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY, OR YOUR NEGLIGENT ACT, OMISSION OR WILLFUL MISCONDUCT.

XIII. U.S. GOVERNMENT CUSTOMERS. The Services are a “Commercial Item” as that term is defined in 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable. Consistent with 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable, Commercial Computer Software and Commercial Computer Software Documentation are licensed to the U.S. Government users (i) only as Commercial Items and (2) only with those rights granted to other users under this Agreement. Unpublished rights are reserved under the copyrights of the United States.

XIV. COMPLIANCE WITH LAWS. You shall comply with all laws and regulations of the United States and other countries (“Export Laws”) to ensure that the Services are not (1) exported, directly or indirectly, in violation of Export Laws; or (2) used for any purpose prohibited by Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation. You also agree that you are not on the United States list of Specially Designated Nationals Denied Persons List, Unverified List Debarred Party List or Entity List, as these lists, regulations and laws may be amended from time to time, which lists are currently consolidated at http://export.gov/ecr/eg_main_023148.asp.

XV. REPRESENTATIONS AND WARRANTIES. You represent, warrant, and covenant to Licensor that: (a) you are a natural person; (b) you have read this Agreement in its entirety; (c) you have the full right and authority to enter into and abide by the terms and conditions of this Agreement; (d) you understand and acknowledge that by accepting this Agreement you are giving up certain legal rights and remedies; (e) you voluntarily accept and agree to, and will fully comply with, the terms and conditions of this Agreement; (f) you will not violate any applicable international, federal, state, or local laws, which may concern the Services, any servers, or any information, communications, or content found on or through them; (g) you are the exclusive owner of all rights, titles, and interests in and to the User Data (including, without limitation, all copyrights, trademarks, rights of publicity, and rights of privacy), and/or, if applicable, have secured all necessary rights and permissions from all subjects depicted in, and all persons and entities who contributed to, the User Data to allow for your performance and grant of rights hereunder; (h) the User Data is wholly original to You; (i) the User Data does not and will not infringe upon or otherwise violate the proprietary, publicity, or privacy rights of any person or entity; (j) the User Data does not and will not defame, disparage, embarrass, or disclose confidential, private, or personal

information about or belonging to any person or entity; (k) nothing contained in the User Data is or will be, or contains or will contain links to material that is, profane, indecent, obscene, threatening, abusive, illegal, false, misleading, or any form of spam, malware, virus, bug, bot, spyware, or other malicious or tracking technology; (l) Licensor is not required to seek the permission of or compensate any third party(s) to exercise any of the rights granted by you under this Agreement; (m) no obligation, disability, agreement, or adverse claim exists that may restrict your performance or grant of rights hereunder; (n) all information you provide to Licensor in connection with your access or use of the Services is truthful and accurate; (o) you are eighteen (18) years of age or older or have the requisite consent to use this Services as set forth in this Agreement; (p) you are not located in a country that is subject to a United States government embargo, or that has been designated by the United States government as a “terrorist supporting” country; and (q) you are not listed on any United States government list of prohibited or restricted parties.

XVI. SEVERAL NOTES ABOUT THIS AGREEMENT AND APPLE.

- A. The following addresses certain matters with respect to Apple Inc. (“Apple”) and/or the so-called “Usage Rules” set forth in Apple’s App Store Terms of Service (<http://www.apple.com/legal/internet-services/itunes/us/terms.html>) as of the effective date hereof:
- B. **ACKNOWLEDGEMENT.** The Parties hereby acknowledge that:
1. this Agreement is between the Parties only, and not with Apple;
 2. Apple is not responsible for the Services or the content thereof;
 3. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Services;
 4. Apple is not responsible for addressing any claims you or any third party have or may have relating to the Services or your possession and/or use of the Services, including, without limitation, (i) product liability claims, (ii) any claim that such Services fails to conform to any applicable legal or regulatory requirement, (iii) claims arising under consumer production or similar legislation, and (iv) intellectual property infringement claims;
 5. This Agreement’s usage rules for the Services is not intended to be less restrictive than Apple’s Usage Rules;
 6. Apple, and Apple’s subsidiaries, are third-party beneficiaries of this Agreement;
 7. Upon your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary hereof; and

8. In the event of any failure of the Services to conform to any applicable warranty, You may notify Apple, and Apple will refund the purchase price of the Services to You. To the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the Services.

C. **AMENDED SCOPE OF LIMITED LICENSE – THE SERVICES.** If you download, access, or use the Services from or through Apple’s App Store, then the limited license granted to you in Section III.A. is hereby amended to add the following restriction: You may not use the Services on any device other than the Apple-brand device (e.g., iPhone) that you own or control, or in any manner that is contrary to Apple’s Usage Rules.

XVII. APPLICABLE LAW; WAIVER OF JURY TRIAL AND CLASS ACTION. This Agreement, including those additional terms, conditions, and policies referenced herein and/or made available herein by hyperlink (including, without limitation, the Services’ [Privacy Policy](#)), and the entire relationship between the parties including without limitation Your access or use of the Services (the “Parties’ Relationship”) shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Texas. The Federal and State courts located in Dallas County, Texas will be the exclusive venue for any claim or dispute between the Parties whether related to this Agreement, the Parties’ Relationship or otherwise and the Parties hereby consent to the personal jurisdiction of those courts. You agree that this Agreement shall be fully performable in Dallas County, Texas. For the avoidance of any doubt, the United Nations Convention on Contracts for the International Sale of Goods shall have no application whatsoever. EACH PARTY, KNOWINGLY AND AFTER CONSULTATION WITH COUNSEL, FOR ITSELF, ITS CHILD/WARD, ITS SUCCESSORS AND ASSIGNS, WAIVES ALL RIGHT TO TRIAL BY JURY AND TO BRING A CLAIM AS A MEMBER AND/OR REPRESENTATIVE OF A CLASS ACTION FOR ANY CLAIM ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT, THE PARTIES’ RELATIONSHIP OR OTHERWISE.

XVIII. ENTIRE AGREEMENT; SEVERABILITY; SURVIVAL. This Agreement is the entire agreement between You and the Licensor relating to the Services and it supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Services or any other subject matter covered by this Agreement. To the extent the terms of any policies or programs for support services conflict with the terms of this Agreement, the terms of this Agreement shall control. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement will remain in force and effect. Sections I, IV(D), IV(G), VII, VIII, X, XI, XII, XIII, XV, XVI, XVII, and XVIII shall survive termination of this Agreement.

XIX. FORCE MAJEURE. Neither the Licensor, nor any of their affiliates or licensors shall

have any liability for any failure to perform its obligations under this Agreement if such failure is caused by fire, flood, natural disaster, epidemic, act of God, strike, civil unrest, riot, insurrection, revolution, war, terrorism, lack or failure of suppliers or transportation facilities, failure of utilities or telecommunications, failure of third party software, law or governmental regulation or other cause or event which is of a magnitude or a type beyond the reasonable control of the Licensor or such other party.

XX. THIRD PARTY BENEFICIARIES. Other than as provided herein, no person or entity not a Party hereto will be deemed to be a third party beneficiary of this Agreement or any provision hereof.

XXI. DMCA AND COPYRIGHT. We respect the copyrights of others and prohibit users from uploading, posting, distributing, or otherwise transmitting any materials on or through the Services, or from engaging in any activities on or through the Services, which violate the copyrights of others. It is Our policy to terminate, and We reserve the right to terminate without penalty or recourse the right of any subscriber or account holder (which may include, without limitation, You) to access, register with and use the Services, who is a repeat copyright infringer. And if We become aware that a User who is not a subscriber or account holder (which may also include, without limitation, You) is a repeat copyright infringer, then it is Our policy to take reasonable steps within Our power to terminate, and We reserve the right to terminate without penalty or recourse, in appropriate circumstances the right of that User to access and use the Services. It is Our policy to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act (the "DMCA"). If the information You are complaining about is located on a third party site or application, then You should contact that third party site or application. Please be aware that, in order to be effective, Your notice of claim must comply with the detailed requirements set forth in the DMCA. You are encouraged to review them (see 17 U.S.C. § 512(c)(3)) before sending Your claim. You may notify the Company of alleged infringement of intellectual property rights by contacting our Designated Agent at:

Mail: Attn: Innovation Lab, 1935 Medical District, Dallas, TX 75235

Phone: 214-456-7000

Email: innovation@childrens.com

Upon receipt of notice of claimed infringement, we will follow the procedures specified in the DMCA to resolve the claim between the notifying party and the alleged infringer who provided the content at issue.

Please do not send any other communications to the Designated Agent, who is appointed solely for the purposes of receiving notices of copyright claims under the DMCA.

YOU ACKNOWLEDGE THAT YOU HAVE READ THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, UNDERSTAND ALL SUCH TERMS AND CONDITIONS AND AGREE TO BE BOUND THEREBY.

Please print a copy of this Agreement for Your records.

