



MIRACHEM CONTENT LICENSE POLICY

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THIS POLICY CONTAINS INFORMATION ABOUT COPYRIGHTED MATERIAL OR OTHER PROTECTED INTELLECTUAL PROPERTY MADE AVAILABLE BY THE MIRACHEM. Printed versions of this document may not reflect the most current information. The most current revisions may always be found online at Mirachem.com/license. Additional information may be obtained by contacting Mirachem's Customer Support Department, online at Mirachem.com/support, or by calling toll free 800-847-3527.

I. PURPOSE AND SCOPE OF POLICY

Mirachem, LLC ("Mirachem") has adopted this Content License Policy ("Policy") to provide information on how its copyrighted or other protected intellectual property ("Protected Information") may be used, published, distributed, duplicated or adapted by other individuals, organizations or entities ("User"). This policy does not cover Confidential Information as described in Mirachem's Confidential Information Policy (online at Mirachem.com/confidentiality).

II. AFFILIATES AND OTHER CONTRACTORS

Mirachem may contract with certain affiliates or other parties in fulfilling its obligations or exercising its rights hereunder. In such cases, Mirachem's contractors are obliged to act in accordance with applicable Mirachem policies.

III. PROTECTED INFORMATION

Unless otherwise indicated, or as a matter of law, Mirachem defines Protected Information to be:

- a) All logos, service marks, tradenames, product images, marketing slogans, or design schemes.
- b) All product sales and marketing materials.
- c) Product pricing data.
- d) Websites.
- e) Business documents, including sales orders, invoices, contracts, purchase orders and correspondence, whether in physical or electronic form.
- f) Product technical support information.
- g) Industry or regulatory bulletins authored by Mirachem.
- h) Product usage and training materials.

IV. COMMERCIAL PURPOSE

Mirachem develops and deploys Protected Information in furtherance of its commercial purposes. Such information is intended to support current and potential Mirachem customers, facilitate the sales and marketing of company products, ensure efficient communication with Mirachem's business contacts, and provide increased efficiencies in Mirachem's operations.

V. AUTHORIZED USERS

Protected Information is prepared and released for use by current and prospective customers, employees, agents, distributors and representatives of Mirachem, and other authorized business contacts. Protected Information may be intended for use by all Authorized Users, or only specific users and/or segments of Users, as indicated at the time of distribution or in the materials themselves.

VI. USAGE LICENSE

Unless otherwise indicated in this Policy, or by written agreement between Mirachem and User, Users are granted a limited, revocable license to use Mirachem's Protected Information to:

- a) Research, evaluate, or purchase a Mirachem product or service.
- b) Qualify a Mirachem product or service to a regulatory, performance, quality, scientific, industry or safety standard.
- c) Complete a purchase, accounting or administrative transaction with Mirachem.
- d) Conduct an audit or other business review by, or on behalf of, a customer or other Mirachem business contact.
- e) Perform on a contractual or other business to obligation to Mirachem.
- f) Other uses that support Mirachem's Commercial Purpose and which do not violate any law or Mirachem policy.

Authorized Users are permitted to copy or re-distribute Protected Information to parties within their group or organization that share similar purposes, or who are working on the same Mirachem-related task. However, such re-distribution must not be in a format that is accessible to the general public, materials must not be changed or modified in such a way as to compromise the original content or intent of the material, and must contain all original Mirachem source, attribution and copyright/usage information.

VII. PROHIBITED USE

The following uses of Mirachem's Protected Information are expressly prohibited without Mirachem's prior written consent:

- i. As an aid in the development of a business plan, or in the launch of a commercial enterprise.
- ii. To assist in the reverse engineering or other technological analysis of Mirachem's products or technologies.

- iii. To identify Mirachem customers or other business contacts.
- iv. To facilitate, communicate or encourage any type of illegal, illicit or objectionable behavior.
- v. To negatively impact Mirachem's business, operations, customer relationships, or public standing, or to otherwise compromise Mirachem's commercial purpose.

VIII. OTHER AGREEMENTS

From time to time, Mirachem may enter into Other Agreements, or accept contractual obligations, which contain provisions which call for Protected Information to be used in fashion that conflicts with this Policy. Nothing in this policy is intended to, nor should be construed as to, revise, diminish or otherwise alter any provision of such Other Agreement or obligation. In the event of a conflict between any provision contained herein, and a provision found in such Other Agreement or obligation, the Other Agreement or obligation shall control, and this Policy shall be amended to the extent necessary to resolve the conflict. All other provisions in this policy shall remain in force.

IX. OTHER PARTIES' INFORMATION

Mirachem makes no claim on information belonging to other parties, and makes no attempt to control or restrict the release such information. Protected Information released by Mirachem, which, on an incidental or accessorial basis, contains other parties' information, will be treated in the same manner as Mirachem's data. Other Parties' desiring more restrictive protections on such information must notify Mirachem in writing prior to providing the information to Mirachem.

X. CONFIDENTIAL INFORMATION

The use and release of information which is identified as "Confidential" or "Proprietary", either on its face, as a function of another controlling policy or document, or as a matter of accepted law or practice, shall be governed by Mirachem's Confidential Information Policy, online at Mirachem.com/confidentiality.

XI. PUBLICATION AND MAINTENANCE

Mirachem shall publish this entire policy on its website, and make copies reasonably available at no charge, upon request, to any interested party. Mirachem shall also maintain records regarding the versioning of this policy, and historical copies of previous versions and their applicable effective date(s).

XII. EXPLICIT CONSENT NOT REQUIRED

Users' explicit consent to and/or acknowledgement of this policy is not required for it to have full force and effect and be binding on User. Use of Mirachem's Online Properties, or information obtained therefrom, shall constitute User's acknowledgement and acceptance.

XIII. INTEPRETATION

Whenever possible, each provision of this policy shall be interpreted so as to be effective and valid under applicable law, but if any portion of any provision shall be invalid or prohibited by applicable law, such portion shall not invalidate the remaining provisions. All headings contained herein are for reference purposes only and shall not affect the interpretation of this policy.

XIV. ASSIGNMENT

Mirachem may, in its sole discretion and without additional notice, in the future, assign or delegate some or all of its rights or obligations hereunder to any Affiliate, successor, or assign.

XV. CHOICE OF LAW AND FORUM

All aspects of this policy, including, without limitation, its enforcement, interpretation, and validity, shall be governed by the laws of the State of Arizona, United States of America or, to the extent applicable, federal law of the United States of America. In any litigation subsequently arising out of this policy, the parties hereby submit to the exclusive jurisdiction of the state or federal courts of Maricopa County, Arizona, United States of America.