

Selected Organization CAP#: 8835544
DevLab, LLC || Laboratory
783 N Denton Tap Rd Ste 110
Coppell, TX, 75019

Terms and Conditions of Use Agreement

The College of American Pathologists (herein "CAP") owns the "CAP ACCREDITED Mark" (shown above and referred to herein as the "Certification Mark"). CAP licenses this Certification Mark to each laboratory (herein "Licensee") that has met the Standards for Laboratory Accreditation of the College of American Pathologists' Laboratory Accreditation Program. As a laboratory that has met the CAP Standards for Laboratory Accreditation, you are entitled to use the Certification Mark subject to the terms set forth in this Agreement.

Please read this Agreement carefully. If you agree to its terms, please indicate your acceptance by clicking where indicated at the end of the Agreement.

1. Subject to the terms in the Agreement, CAP grants Licensee a limited, non-exclusive, world-wide, revocable, non-transferable royalty-free license to use the Certification Mark on or in connection with its laboratory provided Licensee has met the Standards for Laboratory Accreditation set by CAP.
2. Except for the limited license rights granted in this agreement, CAP reserves to itself all right, title and interest in and to the Certification Mark.
3. The license granted is subject to the following requirements and limitations:
 - a. **Compliance with the CAP Accreditation Requirements.** Licensee agrees to comply with all accreditation requirements set forth by CAP as currently existing or later revised in its Standards for Laboratory Accreditation Program. If Licensee does not agree with any changes made by CAP in its accreditation standards, Licensee's sole remedy shall be to terminate this Agreement.
 - b. **Certification Mark used with certified laboratories only.** Licensee agrees to only use the Certification Mark in conjunction with those facilities that have been certified in accordance with CAP standards and designated in its Certificate of Conformance. Licensee agrees that it will only use the Certification Mark on those facilities which have been approved as certified by CAP and shall not permit use by affiliates or related entities which have not individually been certified by CAP. When the Certification Mark is used in printed publications or advertisements, Licensee shall only apply the Mark to those publications or advertisements that relate to certified facilities. Licensee agrees that CAP shall determine, in its sole discretion, if use of the Certification Mark is inappropriate or unclear, and Licensee agrees to revise the use or placement of the Certification Mark, or remove the Certification Mark, as directed by CAP.
 - c. **Certification Mark may not be modified.** Licensee agrees not modify, enhance or change the Certification Mark or combine it with another mark, or use, adopt or register any marks confusingly similar to the Certification Mark.

d. **Certification Mark may not be used:**

- (i) in any manner that is likely to reduce, diminish or damage the goodwill, value or reputation associated with the Certification Mark;
- (ii) in any manner as would violate the rights of any third parties;
- (iii) in any manner as would result in any third party claim or any governmental investigation, claim or proceeding alleging unlawful or improper use of the Certification Mark;
- (iv) on or in connection with any products or services other than the certified facilities or services; or
- (v) in any manner other than as a certification mark.

e. **Inspection.** Licensee will, upon CAP's request and at no cost to CAP, provide CAP with samples of all uses of the Certification Mark by Licensee.

f. **Manner of Use/Compliance:** CAP may from time to time publish specific guidelines for the manner of display of the Certification Mark in materials used by Licensee. Upon notification of such guidelines, Licensee agrees to comply therewith in its uses of the Mark. Licensee agrees to immediately and at its sole costs and expense correct any usage of the Certification Mark that CAP regards as failing to comply with the requirements set forth by CAP.

g. **Withdrawn Accreditation.** If at any time the CAP Accreditation is withdrawn by CAP, Licensee will immediately cease all use of the Certification Mark.

h. **Unauthorized Use.** Licensee acknowledges that if it engages in any unauthorized use or reference to the Certification Mark, its right to continue using the Certification Mark may be terminated and that irreparable injury will occur if such unauthorized use continues.

4. **CAP ownership of Certification Mark.** Licensee acknowledges CAP's exclusive right, title and interest in and to the Certification Mark and acknowledges that nothing in this Agreement shall be construed to provide to Licensee any rights in the Certification Mark except as expressly provided in the Agreement. Licensee acknowledges that all such use of the Certification Mark and the goodwill generated thereby will inure to the benefit of the CAP. Licensee warrants and represents that:

- a. It will not at any time challenge the CAP's right, title or interest in the Certification Mark or the validity of the Certification Mark or any registration of the Certification Mark;
- b. It will not contest or in any way impair or tend to impair the rights of the CAP in the Certification Mark;
- c. It will not represent that it has any ownership in or rights with respect to the Certification Mark; and
- d. It will not, either during or subsequent to the term of this Agreement, adopt, use or register any certification mark, trademark, service mark, trade name, insignia or logo that is confusingly similar to or a colorable imitation of the Certification Mark or any of the CAP's other marks.

5. No warranty by CAP. CAP provides the license granted in this Agreement without warranty of any kind. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CAP DISCLAIMS ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES.

6. Limitation of Liability. IN NO EVENT SHALL CAP BE LIABLE FOR LOST PROFITS OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH CLAIM IS BASED AND EVEN IF THE CAP HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

7. Effective date, term and termination.

- a. **Effective date.** This Agreement shall commence and the license granted under the Agreement shall become effective upon the indicated acceptance or execution of this Agreement by Licensee.
- b. **Termination by Licensee.** Licensee may terminate this Agreement at any time by providing written notice to CAP and by discontinuing all use of the Certification Mark. Termination in this manner shall be effective upon receipt of the written notice by CAP or at such time (not to exceed thirty (30) days after the date notice is received) specified in the notice from Licensee.
- c. **Termination.** CAP may terminate this Agreement upon thirty (30) days notice if Licensee breaches any provision of this Agreement or requirement established by CAP and made a part of the requirements in the accreditation and re-accreditation process relating to this Mark. CAP also may terminate this Agreement upon thirty (30) day notice, if CAP discontinues use of the Certification Mark or modifies the design of the Certification Mark. Upon termination of this Agreement, the license granted shall immediately terminate. Licensee will immediately discontinue all use of the Certification Mark, shall destroy all materials in its possession containing the Certification Mark and shall certify to the destruction of such materials if the CAP requests that it do so.

8. Miscellaneous.

- a. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois as applied to agreements entered into and fully performed therein by residents thereof. Both parties submit to jurisdiction in Illinois and further agree that any cause of action arising under this Agreement shall be brought in a court in the County of Cook, Illinois.
- b. **Independent contractors.** The parties are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this Agreement. Neither party shall make any warranties or representations on behalf of the other party.
- c. **Assignment.** Licensee may not transfer its rights or obligations under this Agreement in whole or in part to any third party without the prior written consent of CAP. If the foregoing terms and conditions are acceptable, please indicate your acceptance by clicking the I Accept button.