

DOSEME'S STANDARD TERMS AND CONDITIONS

The Patient Dosing Software Subscription ("Subscription") between DoseMe, LLC, a Delaware limited liability company, and Customer is governed by these Standard Terms and Conditions ("Standard Terms"), which are incorporated by reference therein. The Subscription, Standard Terms, and any applicable Business Associate Agreement constitute the entire Software Licensing and Services Agreement ("Agreement"). The Agreement governs the relationship between DoseMe and Customer.

The Standard Terms may be modified from time to time by DoseMe in DoseMe's sole discretion; *provided* that any modification of the Standard Terms will not materially alter the Subscription, the essential nature of the Services, or the essential functionality of the Software without Customer's prior written consent.

1. Certain Definitions. The following terms have the following meanings, and all other capitalized terms have the meaning ascribed elsewhere in these Standard Terms and the Subscription:

1.1. "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

1.2. "Authorized Affiliate" means an Affiliate of Customer that is within the expressly intended scope of the Software license granted and the Services to be provided to Customer according to this Agreement. An Authorized Affiliate expressly identified on the Subscription, if any, is deemed to be included with "Customer" in these Standard Terms.

1.3. "Authorized Users" means individuals who are employees or contractors of Customer and are duly authorized and fully credentialed to use the Software in accordance with the Documentation and request and receive Services for the purposes contemplated by and in accordance with the terms and conditions of this Agreement.

1.4. "Business Day" means any day other than Saturday or Sunday or a day on which national banks in the United States are required or permitted by applicable law to be closed for banking business.

1.5. "Customer Data" means all data, information, or other content provided to DoseMe by or on behalf of Customer or any Authorized User for purposes of this Agreement, whether or not contained in any DoseMe repository or otherwise in the possession or under the control of or otherwise provided to DoseMe, and any de-identified form or other derivatives, including documents, reports, technical information, studies, plans, charts, drawings, calculations, tables, schedules, and other data stored by any means.

1.6. "Documentation" means instructions, manuals, or guidelines provided by DoseMe in tangible or electronic form to assist Customer and its Authorized Users in the proper use and operation of the Software, and as to the availability of and means of accessing the Services.

1.7. "Dollars" or "\$" means lawful currency of the United States.

1.8. "Intellectual Property Rights" means any rights associated with any patent, copyright, trademark, service mark, trade secret, know how, or any other proprietary or intellectual property, regardless of whether registered, applied for, or pending.

1.9. "License" means the license granted by DoseMe to Customer to use the Software.

1.10. “Service Levels” means general expectations Customer may reasonably have with respect to delivery of the Services, including response priorities and anticipated response times for specified levels of Service disruption and DoseMe’s efforts to minimize disruptions, and including metrics for determining response compliance, which also provide instructions for making support requests.

1.11. “Third-Party Software” means any computer software programs or applications, other than the Software as provided or installed by DoseMe, into which the Software is integrated by DoseMe as a part of DoseMe’s customary installation services, or that otherwise is used by Customer in connection with the Software or that is a part of the requirements for operating the Software as indicated in the Subscription or the Documentation.

2. Software License.

2.1. License. Subject to the terms and conditions of this Agreement, DoseMe grants to Customer and its Authorized Users a nonexclusive, nontransferable, non-sublicensable, and nonassignable License during the Term of this Agreement to access, use, and operate the Software and Documentation solely for the Software’s intended purpose and in connection with Customer’s internal healthcare business operations. This License does not convey any right, title, or interest in or to any Intellectual Property Rights in or related to the Software or Documentation. All right, title, and interest in and to the Software and Documentation, and all DoseMe Intellectual Property Rights, are and will remain with DoseMe.

2.2. Access and Use. Any access to or use or operation of the Software by Customer or its Authorized Users shall at all times comply with the directions and requirements in the Documentation and any additional specifications in the Subscription or elsewhere in this Agreement. Customer shall supply all hardware or other environmental requirements necessary for operating the Software, including any Third-Party Software, as identified in the Subscription or Documentation. Customer shall use commercially reasonable efforts to implement any recommendations DoseMe may from time to time make for improving the hardware or other environmental requirements for operating the Software.

2.3. License Limitations. Customer shall not permit any third party who is not an Authorized User to access or use the Software for any purposes. Customer shall require all of its Authorized Users to be properly credentialed and trained for using, accessing, or operating the Software, including such as may be described in the Subscription or Documentation, and shall establish policies and procedures requiring each Authorized User to have a distinct, individualized password and to prohibit sharing passwords with other persons for any purpose other than as directed or required in the Documentation.

2.4. License Restrictions. Customer shall not, and shall not permit any third party who is not an Authorized User to, access or use the Software except as expressly permitted by this Agreement and any third-party agreement, if applicable. Except as otherwise expressly provided herein, Customer shall not, and shall not permit any third party, including but not limited to any Affiliate or Authorized User to, directly or indirectly (a) disassemble, decompile, or reverse engineer or otherwise try to discover any source code or underlying structures, ideas, or algorithms of the Software without prior written authorization from DoseMe; (b) use any of DoseMe’s Confidential Information to create any software or documentation that is similar to any of the Software or Documentation; (c) encumber, transfer, rent, lease, or use the Software or Documentation for the benefit of any third party; (d) copy, adapt, create derivative works of, translate, localize, port or otherwise modify the Software or Documentation; (e) use the Software to license, transfer, transmit, export, or re-export all or any part of any product thereof in violation of any export control laws or regulations of the United States or any relevant jurisdiction; (f) reproduce or distribute copies of the Software or Documentation except in accordance with the terms and conditions of this Agreement; or (g) authorize any third party to engage in any of the foregoing proscribed acts.

3. Services.

3.1. DoseMe. Subject to the terms and conditions of this Agreement, DoseMe shall provide Services to Customer, its Authorized Affiliates, and their respective Authorized Users as described in the Subscription. Additionally, DoseMe shall provide implementation of the Software and training in the operation of the Software for Customer's Authorized Users.

3.2. Customer. Customer shall cooperate reasonably, promptly, and in good faith with DoseMe for DoseMe's installation of the Software, including by providing such onsite access as is necessary for installation and any testing of the Software as DoseMe may from time to time request or as may be described in the Subscription or Documentation.

3.3. Services and Support. DoseMe shall use commercially reasonable efforts to maintain the operational condition of the Software and Services by Authorized Users with minimal operational disruption and provide help desk support to Authorized Users substantially in accordance with the Service Levels.

4. Customer Obligations.

4.1. Resources. Customer is responsible for the readiness of computer hardware; network, telecommunication, and internet infrastructure; facilities; internet bandwidth; proper operating systems for computers; any necessary Third-Party Software; and personnel for utilization of the Software, and the same must be ready prior to any training by DoseMe. Customer is also responsible for identifying Authorized Users of the Software.

4.2. Customer Cooperation. Customer is responsible for obtaining, and will obtain, the proper operating systems for computers and any necessary Third-Party Software at Customer's expense, and will ensure its computer network and bandwidth meet DoseMe's specifications for installation and operation of the Software. During the Term, Customer will (a) set up, maintain, and operate in good repair all systems on or through which the Software is used; (b) provide DoseMe personnel with access to Customer's premises and systems as necessary for DoseMe to perform the Services; and (c) cooperate with and assist DoseMe, as DoseMe may reasonably request, so that DoseMe may perform its obligations according to this Agreement.

4.3. Customer Delay or Failure. DoseMe is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay or failure to perform its obligations under this Agreement. Customer must reimburse DoseMe for any expenses incurred due to Customer's delay in the implementation of or training for the Software unless Customer has provided DoseMe with notice of the delay at least thirty (30) days prior to the scheduled implementation or training.

5. Fees and Payment.

5.1. Fees. Fees to be paid by Customer to DoseMe for the Software and Services ("Fees") and related payment and provisioning terms are set forth in the Subscription. DoseMe will invoice Customer immediately upon acceptance of the Agreement. Amounts invoiced shall be due within thirty (30) days of the date of each invoice, and paid by wire or ACH transaction.

5.2. Taxes. Unless otherwise stated, DoseMe's Fees do not include any taxes arising in any jurisdiction, including but not limited to any direct or indirect local, state, federal, or foreign sales, use, property, excise, custom duty, gross receipts, value added, withholding, access, bypass, franchise, telecommunications, consumption, or other taxes, levies, fees, duties, charges or surcharges, or similar governmental assessments of any nature (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with the Software and Services provided pursuant to this Agreement, excluding taxes based on DoseMe's net income or property. If DoseMe has the legal obligation to pay or collect Taxes for

which Customer is responsible under this Section, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides DoseMe with a valid tax exemption certificate authorized by the appropriate taxing authority.

5.3. Fee Increase. Unless otherwise indicated in the Subscription, DoseMe, at its sole discretion, shall have the right to increase Fees as set forth in the Subscription.

5.4. Pass-Through Fees. Fees exclude pass-through fees from DoseMe's business partners ("Pass-Through Fees"), which DoseMe will include on monthly invoices to Customer without further notice. DoseMe, at its sole discretion, shall have the right to increase Pass-Through Fees to offset any increases in rates or other costs.

5.5. No Deductions. All amounts payable to DoseMe under this Agreement will be paid by Customer to DoseMe in full without any setoff, recoupment, counterclaim, deduction, debt, or withholding for any reason (other than may be required by law).

5.6. Overdue Payments. Any amounts owing by Customer to DoseMe not paid on or before the due date shall accrue interest at DoseMe's sole discretion at the lesser of (a) 1.5% per month or (b) the maximum daily rate allowed by law. DoseMe shall be entitled to recover from Customer, and Customer shall pay on demand, any fees, costs, or expenses (including reasonable attorneys' fees) incurred by DoseMe in demanding, collecting, or otherwise enforcing Customer's payment obligations pursuant to this Agreement. In addition to any other rights or remedies available to DoseMe in this Agreement or arising otherwise by contract, at law, in equity, or by statute, if any amounts remain unpaid by Customer for more than ten (10) Business Days after DoseMe gives notice of nonpayment to Customer, then DoseMe shall have the right at any time after such period, for so long as such nonpayment is continuing, to disable Customer's, and Customer's Authorized Users', ability to operate the Software and suspend all Services entirely, or terminate the Agreement.

6. Personnel.

6.1. Compliance On Site. To the extent that DoseMe's personnel are required to be located on site at Customer's place of business in connection with performing the Services, DoseMe shall require such personnel while on site to comply with any applicable policies and procedures of Customer of which DoseMe has actual knowledge, and all applicable laws and regulations. Customer shall promptly advise DoseMe of any violation of Customer's policies or procedures or any applicable laws or regulations by any on site personnel of DoseMe of which Customer becomes aware.

6.2. Discipline. None of DoseMe's personnel providing Services to Customer has, and shall not have at any time during the Term of the Agreement, to DoseMe's knowledge, ever been suspended, excluded, barred, or sanctioned by Medicare or convicted of a criminal offense related to healthcare. Upon any discovery of such by DoseMe, DoseMe shall take prompt action to remove the individual from continuing to provide Services and, if necessary, will promptly advise Customer of such discovery and the remedial actions taken by DoseMe.

7. Compliance and Security.

7.1. Covered Entity. If Customer is a Covered Entity (as defined at 45 C.F.R. § 160.103) then DoseMe shall be considered a Business Associate of Customer for the purposes contemplated by this Agreement and, as such, the Parties shall comply with applicable requirements of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d *et seq.* ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), 42 C.F.R. Part 2, as each may be amended from time to time, and any current and future regulations promulgated thereunder, including the federal privacy regulations contained at 45 C.F.R. Part 160 and Part 164, Subparts

A and E (the “Federal Privacy Regulations”), the federal security standards contained at 45 C.F.R. Part 160 and Part 164, Subparts A and C (the “Federal Security Regulations”), the federal breach notification rules contained at 45 C.F.R. Part 160 and Part 164, Subparts A and D, and the federal standards for electronic transactions contained at 45 C.F.R. Parts 160 and 162 (collectively the “Privacy Requirements”). The Parties shall not use or further disclose any Protected Health Information (as defined in the Privacy Requirements) or other patient records, other than as expressly permitted by the terms of this Agreement and only in accordance with Privacy Requirements. The Parties shall enter into any additional agreements as may be required to protect the confidentiality and security of Protected Health Information and other patient records, including a mutually agreeable Business Associate Addendum containing customary terms and conditions for such purpose.

7.2. Customer Restrictions and Privacy Obligations. Customer will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Customer Data as processed by the Software. Customer further represents and warrants that to the extent the Software stores, processes, or transmits Customer Data, Customer will not, without appropriate prior consent or except to the extent required by applicable law, (a) modify the content of Customer Data in a manner that adversely affects the integrity of that Customer Data, (b) disclose Customer Data to any third party, or (c) use Customer Data for any purpose other than those contemplated by this Agreement for use of the Software. Customer shall also maintain and handle all Customer Data in accordance with privacy and security measures reasonably adequate to preserve its confidentiality and security and in accordance with all applicable privacy laws and regulations and as set forth in this Agreement.

7.3. DoseMe Restrictions and Privacy Obligations. DoseMe and its employees and agents, and any service providers, subcontractors, vendors, or other third parties contracted by DoseMe (collectively “DoseMe Resources”), with access to Customer Data or other personally identifiable information shall perform all Services under this Agreement in the United States and shall access, view, transfer, transmit, share, process, download, and store Customer Data only on computers and other systems located in the United States and only by DoseMe Resources located in the United States (and no other individuals). No DoseMe Resources shall access, view, transfer, transmit, share, process, download, or store Customer Data at or from any location outside the United States without Customer’s prior written consent. In the event DoseMe discovers or reasonably believes that any Customer Data has been or is being accessed, viewed, transferred, transmitted, shared, processed, downloaded, or stored in a country other than the United States (other than as expressly permitted by Customer), or learns that a DoseMe system or Customer’s system allows the foregoing, DoseMe shall (a) promptly notify Customer, (b) destroy or otherwise dispose of any Customer Data in its possession outside of the United States in a reasonable manner as mutually agreed with Customer, and (c) reasonably cooperate with Customer in preventing future access, viewing, transfer, transmission, sharing, processing, downloading, or storage of Customer Data contrary to this provision.

7.4. Retention of Customer Data. DoseMe has no obligation to retain Customer Data following one hundred eighty (180) days after expiration or termination of this Agreement. Customer shall have one hundred eighty (180) days from the date of expiration or termination of this Agreement in which to request a copy of Customer Data, which will be made available by DoseMe to Customer in a .csv format.

7.5. License of Customer Data. Customer shall, and hereby does, grant to DoseMe a worldwide, nonexclusive, nontransferable, sublicenseable, royalty-free, fully-paid, perpetual license to use, reproduce, process, transfer, and store Customer Data provided to DoseMe for the purpose of providing the Software functionality, including a license to store, record, transmit, maintain and display the Customer Data, but only to the extent necessary in the functionality of the Software and only in accordance with applicable law (“**DoseMe License**”).

7.6. Security. DoseMe shall establish and maintain a commercially reasonable information security program that (a) reasonably ensures the security and confidentiality of Customer Data; (b) provides reasonable protection against any anticipated or foreseeable threats or hazards to the security or integrity of Customer Data; (c) provides reasonable protection against unauthorized access to or use of Customer Data; (d) ensures the proper secure disposal of Customer Data in accordance with this Agreement; and (e) ensures that all subcontractors of DoseMe, if any, comply with all of the foregoing. DoseMe shall promptly notify Customer of any security breach with respect to the Services and advise the Customer of any remedial actions taken by DoseMe. A security breach includes any unauthorized access, system compromise, or loss or destruction of, or access to, data. DoseMe shall also establish and maintain a commercially reasonable system and data backups that are sufficient for the orderly and prompt recovery of such systems and data if necessary or appropriate.

8. Confidentiality and Personal Information Protection.

8.1. Definition. In this Agreement, “Confidential Information” means all non-public information of a Party (the “Disclosing Party”), in any form and on any medium, disclosed to the other Party (the “Receiving Party”), regardless of the form of disclosure, 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, including without limitation and without the need to designate as confidential: (a) the terms and conditions of the Subscription and any attachments or exhibits thereto (which are the Confidential Information of both Parties); (b) the Software, including its underlying technology and architecture (which is DoseMe’s Confidential Information); (c) the Documentation (which is DoseMe’s Confidential Information); (d) the Disclosing Party’s business and marketing plans, technologies, and technical information, product designs, financial information, and business processes (which is the Disclosing Party’s Confidential Information); and (e) Customer Data (which is Customer’s Confidential Information).

8.2. Exceptions. Information will not be considered to be Confidential Information to the extent, but only to the extent, that such information is: (a) or becomes generally known to the public without breach of any obligation owed to or benefitting the Disclosing Party; (b) known to the Receiving Party free of any confidentiality or other restriction prior to its disclosure by the Disclosing Party without breach of any obligation owed to or benefitting the Disclosing Party; (c) independently developed by the Receiving Party without breach of any obligation owed to or benefitting the Disclosing Party and without reference to any Confidential Information; or (d) subsequently received by the Receiving Party from a third party free of any confidentiality or other restriction and without breach of any obligation owed to or benefitting the Disclosing Party.

8.3. Confidentiality Obligations. Subject to Sections 8.4 [*Compelled Disclosure*] and 8.5 [*Permitted Disclosures*], and unless the Disclosing Party expressly agrees in writing otherwise, the Receiving Party will: (a) use the Disclosing Party’s Confidential Information only during the Term and only as necessary to perform the Receiving Party’s obligations under this Agreement; (b) disclose the Disclosing Party’s Confidential Information only to the Receiving Party’s directors, officers, agents, employees, and authorized subcontractors and their employees only to the extent that such disclosure is necessary to perform the Receiving Party’s obligations or exercise the Receiving Party’s rights under this Agreement; (c) both during and for two (2) years (or, in the case of Customer Data, indefinitely) after the Term maintain the strict confidentiality of the Disclosing Party’s Confidential Information using the same degree of care as the Receiving Party affords to its own Confidential Information of a similar nature which it desires not to be published or disseminated, and in no event less than reasonable care, to prevent the unauthorized use or disclosure of the Disclosing Party’s Confidential Information; and (d) ensure that the persons to whom the Receiving Party discloses the Disclosing Party’s Confidential Information comply with the requirements and restrictions set forth in items (a), (b), and (c) above (subject to Sections 8.4 [*Compelled Disclosure*] and 8.5 [*Permitted Disclosures*]) and are under confidentiality obligations at least

as stringent as those included herein either as a condition of their employment or receiving the Confidential Information.

8.4. Compelled Disclosure. Notwithstanding the restrictions set forth in Section 8.3 [*Confidentiality Obligations*], the Receiving Party may disclose the Disclosing Party's Confidential Information to the extent such disclosure is required by a valid order of a court or governmental body of competent jurisdiction and authority or by applicable law, provided that the Receiving Party will provide the Disclosing Party with reasonable prior notice of such disclosure (to the extent legally permitted) and upon request by the Disclosing Party will reasonably assist the Disclosing Party, at the Disclosing Party's cost, to obtain an order or other relief preventing or limiting the potential disclosure or use of the Disclosing Party's Confidential Information.

8.5. Permitted Disclosures. Notwithstanding the restrictions set forth in Section 8.3 [*Confidentiality Obligations*], the Receiving Party may disclose (a) the Disclosing Party's Confidential Information to its legal, accounting, and tax advisors to the extent that such disclosure is required for a bona fide legal, accounting, or tax purpose, provided that the Receiving Party will ensure that such persons comply with the requirements and restrictions set forth in items (a), (b), and (c) of Section 8.3 [*Confidentiality Obligations*], and (b) the terms and conditions of this Agreement to potential investors on a confidential basis in connection with bona fide investment proposals or as required in connection with a securities offering.

8.6. HIPAA. Customer will comply, and will ensure that its personnel and permitted subcontractors comply, with all applicable laws and regulations relating to the access, collection, use, processing, storage, sharing, distribution, transfer, disclosure, security, destruction, or disposal of any personal, sensitive, or Confidential Information or data, including any personal information protected under applicable laws, rules, or regulations, or otherwise related to the privacy, security, or security breach notification requirements, in the United States, including but not limited to (a) all applicable laws, rules, and regulations in the United States and, as applicable, HIPAA, and the California Consumer Privacy Act of 2018; and (b) industry standards applicable to the industry in which Customer operates.

8.7. Remedies. Each Party acknowledges and agrees that, in the event of a breach or threatened breach by the Receiving Party of any of the provisions of this Section 8 [*Confidentiality and Personal Information Protection*], damages will not be an adequate remedy for the Disclosing Party and, accordingly, the Disclosing Party may be entitled, in addition to any other remedies available to it, to seek injunctive relief against such breach or threatened breach.

8.8. Return of Confidential Information. Upon Disclosing Party's written request upon expiration or termination of this Agreement (or at any earlier time upon written request by the Disclosing Party), the Receiving Party will: (a) promptly deliver to the Disclosing Party all originals and copies, in whatever form or medium, of the Disclosing Party's Confidential Information and all documents, records, data, and materials, in whatever form or medium, containing such Confidential Information in the Receiving Party's possession, power, or control and the Receiving Party will delete all of the Disclosing Party's Confidential Information from any and all of the Receiving Party's computer systems, retrieval systems, and databases; and (b) request that all persons to whom it has provided any of the Disclosing Party's Confidential Information comply with this Section 8.8 [*Return of Confidential Information*]; and if requested by the Disclosing Party the Receiving Party will deliver to the Disclosing Party a declaration signed by the Receiving Party certifying that the Receiving Party and its personnel have complied with this Section 8.8 [*Return of Confidential Information*]. Notwithstanding the foregoing sentence, but without limiting any of DoseMe's other obligations hereunder, DoseMe's obligations regarding return and disposition of Customer Data after termination or expiration of this Agreement shall be governed solely by Section 7.4 [*Retention of Customer Data*].

9. Representations and Warranties.

9.1. Mutual. Each Party represents and warrants to the other Party that (a) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into this Agreement; and (c) when executed and delivered by both Parties, this Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

9.2. DoseMe. DoseMe represents and warrants that (a) the Software will perform materially in accordance with the specifications identified in the Subscription during the Term; (b) the functionality of the Software will not materially decrease in the aggregate during the Term; (c) all Services performed by DoseMe's personnel under this Agreement will be performed in a professional manner in accordance with industry standards; (d) to the best of its knowledge, the use by Customer of the Software in accordance with the Documentation will not infringe upon any United States copyright or trademark rights of any third party; (e) it has obtained and will maintain any and all consents, approvals, licenses, or other authorizations necessary for the performance of its obligations under this Agreement; and (f) it will not make any representations or warranties on Customer's behalf without Customer's prior written consent. If Customer notifies DoseMe in writing of a substantial non-conformity between the specifications of the Software identified in the Subscription and the Software itself pursuant to subsection (a), and if DoseMe is able to verify that such non-conformity exists, then DoseMe may, at its sole discretion, (i) replace or correct the Software so that it substantially conforms to the specifications identified in the Subscription; or (ii) terminate this Agreement. The remedies set forth in this Section are the sole remedies with respect to any breach of the warranty provided in subsection (a).

9.3. Customer. Customer represents and warrants that (a) it has obtained and will maintain any and all consents, approvals, licenses, or other authorizations necessary for the performance of its obligations under this Agreement; and (b) it will not make, and shall not permit or authorize any Authorized User or other third party to make, any representations or warranties regarding the Services, Software, or Documentation on DoseMe's behalf without DoseMe's prior written consent.

9.4. Services and Software. Except as expressly provided in this Section, all Services and Software are provided "as is" and DoseMe disclaims all warranties, whether express, implied, statutory, or otherwise, with regard to the Services and the Software, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose. All third-party materials are provided "as is" and any representation or warranty of or concerning any third-party materials is strictly between Customer and the third-party owner or distributor of the third-party materials. DoseMe further disclaims any and all liability resulting from or related to internet connectivity and the transport of information via the internet.

9.5. WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PARTIES DO NOT MAKE OR GIVE ANY OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, OR GUARANTEES WHATSOEVER REGARDING THIS AGREEMENT, THE SUBJECT MATTER OF THIS AGREEMENT, OR ANY RELATED MATTER, AND EACH PARTY HEREBY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, CONDITIONS, AND GUARANTEES OF EVERY NATURE AND KIND WHATSOEVER, EXPRESS OR IMPLIED BY LAW, INCLUDING ANY STATUTE OR REGULATION, OR ARISING FROM CUSTOM OR TRADE USAGE OR BY ANY COURSE OF DEALING OR COURSE OF PERFORMANCE, INCLUDING WITHOUT LIMITATION ANY REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9.6. INDEPENDENT DECISIONS. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, CUSTOMER (INCLUDING ITS AFFILIATED CLINICIANS AND OTHER HEALTHCARE PRACTITIONERS) AND ANY AUTHORIZED USERS ARE SOLELY

RESPONSIBLE FOR MAKING THEIR OWN INDEPENDENT, PROFESSIONAL DECISIONS REGARDING DOSE MANAGEMENT OF MEDICATION FOR PATIENTS.

9.7. No Warranty. DoseMe does not warrant that the Software or Services will meet Customer's requirements or that the operation of the Software will be uninterrupted or error free. The Service Level response times and reliability standards are estimates made in good faith but may not be accurate in the circumstances in which support is requested. DoseMe makes no warranties as to any Third-Party Software. Any express warranties given by DoseMe shall become null and void, Customer shall have no rights or remedies with respect thereto, and DoseMe shall not be required to provide any Services (including any Service Level), if and to the extent that (a) Customer or any Affiliate modifies or alters, or permits or authorizes any modification or alteration of, any part of the Software without DoseMe's prior authorization and direction; (b) Customer or any Authorized User uses or operates the Software in a manner or for a purpose that is not consistent with the purposes identified in the Subscription or the Documentation; (c) Customer or any Authorized User uses or operates the Software in an operating environment that does not comply with the requirements or recommendations established by DoseMe; or (d) Customer or any Authorized User fails to cooperate with the applicable Service Level support as required in this Agreement or the Documentation.

10. Indemnification.

10.1. DoseMe Indemnification. Subject to this Agreement, DoseMe shall defend, indemnify, and hold harmless Customer against any loss, damage, or costs (including reasonable attorneys' fees) ("Losses") paid to third parties in connection with claims, demands, suits, or proceedings ("Claims") made or brought against Customer by a third party (other than an Affiliate of Customer) (a) alleging that Customer's use of the Software, Documentation, or Services (excluding Customer Data and third-party materials) in compliance with this Agreement infringe the Intellectual Property Rights of a third party within the United States; or (b) based upon a breach of Section 7.2 [*Customer Restrictions and Privacy Obligations*]; provided, that the obligation in subsection (a) does not apply to any Claims or Losses arising out of or relating to any (i) access to or use of the Services, Software, or Documentation in combination with any hardware, system, software, network, or other materials or services not approved by DoseMe; (ii) modification of the Services, Software, or Documentation other than by or on behalf of DoseMe with DoseMe's written approval; or (iii) failure to timely implement any modifications, upgrades, replacements, or enhancements; provided, that Customer (x) promptly gives written notice of the Claim to DoseMe; (y) gives DoseMe sole control of the defense and settlement of the Claim (provided that DoseMe may not settle or defend any Claim unless it unconditionally releases Customer of all liability); and (z) provides to DoseMe, at DoseMe's cost, all reasonable assistance.

10.2. DoseMe Indemnification Mitigation for Intellectual Property Rights. In the event of a Claim brought against Customer by a third party alleging that the use of the Software infringes the Intellectual Property Rights of a third party, or if DoseMe reasonably believes the Software may infringe or misappropriate the Intellectual Property Rights of a third party, then DoseMe may in its sole discretion and at no cost to Customer (a) modify the Software so that it no longer infringes or misappropriates, or (b) obtain a license for Customer's continued use of the Software in accordance with this Agreement. Notwithstanding the foregoing, DoseMe will have no obligation to indemnify Customer for any Claim of infringement of any third party's Intellectual Property Rights to the extent such Claim is based solely on Customer's actions. This Section sets forth Customer's sole remedies and DoseMe's sole liability and obligation regarding any actual, threatened, or alleged Claims that the Services, Software, or Documentation infringes, misappropriates, or otherwise violates any third-party Intellectual Property Right.

10.3. Customer Indemnification. Subject to this Agreement, Customer shall defend, indemnify, and hold harmless DoseMe against any Losses paid to third parties in connection with any Claims made or brought against DoseMe by a third party based upon: (a) Customer's material breach of this Agreement; or (b) Customer's negligence; provided, Customer (i) promptly gives written notice of the

Claim to DoseMe; (ii) gives DoseMe sole control of the defense and settlement of the Claim (provided that DoseMe may not settle or defend any Claim unless it unconditionally releases Customer of all liability); and (iii) provides to DoseMe, at DoseMe's cost, all reasonable assistance. Notwithstanding the foregoing, Customer will have no obligation to indemnify DoseMe for any Claim of infringement of any third party's Intellectual Property Rights to the extent such Claim is based on the Services, Software, or Documentation.

11. EXCLUSIONS AND LIMITATIONS OF LIABILITY.

11.1. LIMITATION OF LIABILITY. IN NO EVENT WILL DOSEME'S AGGREGATE LIABILITY TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER DUE TO ANY DEFECT IN THE SOFTWARE, ANY DEFICIENCY IN THE SERVICES, OR OTHERWISE, EXCEED THE GREATER OF THE AMOUNTS PAID OR PAYABLE TO DOSEME UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY.

11.2. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. IN NO EVENT WILL DOSEME HAVE ANY LIABILITY TO CUSTOMER FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST CUSTOMER DATA OR LOSS OF BUSINESS REVENUES, PROFITS, OR GOODWILL), HOWEVER CAUSED AND WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, REGARDLESS OF WHETHER THE POSSIBILITY OF SUCH DAMAGES WAS DISCLOSED TO, OR COULD HAVE REASONABLY BEEN FORESEEN BY, DOSEME. Customer acknowledges that the exclusions and limitations in this Section are intended to allocate the risks between Customer and DoseMe, are reflected in the pricing for the Software and Services, and are fair and reasonable in the circumstances.

11.3. Third-Party Software. DoseMe assigns to the Customer, to the extent assignable without obtaining any consents, all warranties, representations, and indemnities granted to DoseMe, and any remedies for breach, made by any third party with respect to any Third-Party Software.

12. Term and Termination.

12.1. Term. The Initial Term of this Agreement shall be as stated in the Subscription, unless terminated earlier by either Party pursuant to this Agreement. Thereafter, this Agreement will automatically renew as stated in the Subscription. The Initial Term together with any and all Renewal Terms are collectively referred to as the "Term."

12.2. Termination for Cause – Material Breach. Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement for cause by delivering a written termination notice to the other Party if the other Party materially breaches this Agreement and has not remedied the breach thirty (30) days after receipt of a written notice (the "Default Notice") from the non-breaching Party describing the breach and stating the non-breaching Party's intention to terminate the Agreement.

12.3. Termination for Cause – Other.

12.3.1. Insolvency. Either Party may terminate this Agreement for cause (without opportunity for cure) by delivering a written termination notice to the other Party if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors which is not dismissed within one hundred twenty (120) days.

12.3.2. Intellectual Property Infringement. Either Party may terminate this Agreement for cause (without opportunity to cure) in the event that all of the following conditions are met: (a) an indemnifiable Claim (as set forth in Section 10 *[Indemnification]*) is brought against such Party by a third party alleging intellectual property infringement by the other Party; (b) such Party obtains, at its own expense, an opinion of mutually agreed counsel that the indemnifying Party actually infringes such third party's intellectual property as set forth in the Claim; and (c) the indemnifying Party fails to remedy such infringement as set forth in Section 10 within ninety (90) days following receipt of such opinion of counsel.

12.3.3. Payment Default. In the event of any failure by Customer to make full payment to DoseMe of any required amount on or before the day by which such payment is required to be made ("Payment Default") then DoseMe shall have the right, either immediately or at any time thereafter so long as such Payment Default is continuing, to give Customer Default Notice specifying the amount due, including any interest due. If Customer does not pay the full amount due, including any interest, with ten (10) Business Days of the Default Notice then DoseMe shall have the right, either immediately or at any time thereafter so long as such Payment Default is continuing, to terminate this Agreement, effective immediately upon delivering a written termination notice to the Customer.

12.4. Effect of Non-Renewal or Termination. If the Parties do not renew this Agreement or if this Agreement is terminated by either Party, then, except as otherwise provided in this Agreement: (a) all rights, licenses, consents, and authorizations granted by either Party to the other Party hereunder will immediately terminate; (b) DoseMe will disable all Customer access to the Services and Software; (c) Customer will immediately cease all use of any Services, the Software, or the Documentation; (d) Customer will promptly return, or at DoseMe's written request destroy, all Documentation and tangible materials containing, reflecting, incorporating, or based on DoseMe materials or Confidential Information and will promptly delete any DoseMe materials or Confidential Information from its systems; and if DoseMe terminates this Agreement due to Customer's failure to pay then all fees that would have become payable had the Agreement remained in effect until expiration of the Term will become immediately due and payable upon DoseMe's invoice for same.

12.5. Surviving Terms. Notwithstanding any other provision of this Agreement, the termination or expiration of this Agreement will not relieve either Party of its outstanding payment obligations at the time of such termination or expiration. Further, the following provisions of this Agreement, and all other provisions necessary to their interpretation or enforcement, will survive indefinitely after the expiration or termination of this Agreement and will remain in full force and effect and be binding upon the Parties as applicable: Sections 7 *[Compliance and Security]*, 8 *[Confidentiality and Personal Information Protection]*, 9.4 *[Services and Software]* through Section 9.7 *[No Warranty]*, 10 *[Indemnification]*, 11 *[Exclusions and Limitations of Liability]*, 13.3 *[Inurement / No Third Party Beneficiaries]* through 13.13 *[Announcement of Agreement]*, and Section 1 *[Certain Definitions]*.

13. Miscellaneous. Except as otherwise expressly provided in a particular provision of this Agreement, the provisions of this Section shall apply generally to all provisions of this Agreement.

13.1. Business Associate Agreement. The Parties agree to the terms of the Business Associate Addendum in the form provided by DoseMe or the Business Associate Agreement executed by the Parties.

13.2. Relationship of the Parties. The Parties are non-exclusive, independent contractors, and nothing in this Agreement or done pursuant to this Agreement will create or be construed to create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

13.3. Inurement / No Third Party Beneficiaries. This Agreement will inure to the benefit of and will be binding upon the Parties and their respective successors and permitted assigns. There are no third party beneficiaries to this Agreement.

13.4. Notices. All notices under this Agreement will be in writing and will be delivered by personal delivery, express courier, facsimile or facsimile transmission, or email. Notice will be delivered upon sending such notice. Notices to each Party will be addressed to the addresses as stated in the Subscription.

13.5. No Waiver. No consent or waiver by a Party to, or of any breach or default by the other Party in its performance of, its obligations under this Agreement will be: (a) effective unless in writing and signed by both Parties; or (b) deemed or construed to be a consent to or waiver of a continuing breach or default or any other breach or default of those or any other obligations of that other Party.

13.6. Severability. Although the Parties understand and believe that the limitations contained herein are reasonable and do not impose a greater restraint than necessary to protect the goodwill or other business interests of the Parties, if any restriction set forth in this Agreement is held to be unreasonable or unenforceable in any jurisdiction, then the Parties agree that (a) such provision or part thereof shall, with respect to such circumstances and in such jurisdiction, be deemed amended to conform to applicable laws so as to be valid and enforceable to the fullest possible extent, and (b) the invalidity or unenforceability of such provision or part thereof under such circumstances and in such jurisdiction shall not affect the validity or enforceability of (i) such provision or part thereof under any other circumstances or in any other jurisdiction or (ii) the remainder of such provision or the validity or enforceability of any other provision of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or invalid for any reason, then that provision will be deemed to be severed from this Agreement and the remaining provisions will continue in full force and effect without being impaired or invalidated in any way, unless as a result of any such severance this Agreement would fail in its essential purpose.

13.7. Assignment. Neither Party may assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other Party (not to be unreasonably withheld). Notwithstanding the foregoing, either Party may assign this Agreement together with all rights and obligations under this Agreement, without consent of the other Party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Any attempt by a Party to assign its rights or obligations under this Agreement in breach of this Section will be void and of no effect.

13.8. Governing Law. This Agreement will be governed exclusively by, and construed exclusively in accordance with, the laws of the United States and the State of Delaware, without regard to its conflict of laws provisions. The state and federal courts located in New Castle County, Delaware will have exclusive jurisdiction to adjudicate any dispute relating to this Agreement. Each Party hereby consents to the exclusive jurisdiction of such courts. Any fees, costs, and expenses, including reasonable attorneys' fees, shall be assessed against the non-prevailing Party as determined by the court.

13.9. Arbitration. The Parties will attempt in good faith to resolve any dispute arising out of or in connection with this Agreement. If any such dispute is not resolved through informal negotiation and consultation within twenty (20) Business Days after one Party delivers notice of the dispute to the other Party then either Party may, by written notice to the other Party, initiate a binding arbitration proceeding with the American Arbitration Association ("AAA") pursuant to its rules (the "AAA Rules"). If the provisions of this Section conflict with any provisions of the AAA Rules, then the provisions of this Section shall control to the extent permitted by the AAA Rules. The Arbitration shall be conducted by a single arbitrator appointed by the AAA or otherwise selected according to the AAA Rules. The arbitrator shall render the award in writing, accompanied by a written opinion specifying any findings of fact and other

conclusions as a basis for such award, within sixty (60) days after the close of the Parties' presentation of evidence. The arbitrator may award any appropriate relief, including an award for damages, specific performance, or other equitable relief, but the arbitrator may not award any punitive or exemplary damages. The decision and award of the arbitrator shall be final and binding on the Parties and judgment on the award may be entered in any court having jurisdiction. Any fees, costs, and expenses of the AAA and the arbitrator shall be assessed against the non-prevailing Party as determined by the arbitrator. The submission of a dispute to arbitration shall not be cause for the delay or suspension of the performance of any duty or obligation under this Agreement. Notwithstanding the foregoing, either Party may seek from a court of competent jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that Party, pending the Parties' selection of the arbitrator. This Section shall survive expiration or termination of this Agreement.

13.10. Entire Agreement. This Agreement, including the Subscription and any attachments or exhibits thereto, constitutes the entire agreement between the Parties as to its subject matter and supersedes all previous and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing signed by both Parties. Except as otherwise expressly stated, in the event of any conflict or inconsistency between the provisions of the Subscription and the Standard Terms, the provisions of the Subscription and any attachment or exhibit thereto shall be controlling.

13.11. Licenses and Permits. Each Party, at its own expense, shall procure, maintain, and comply with any and all governmental licenses or permits required to lawfully perform its obligations under this Agreement.

13.12. Compliance with Laws. Each Party agrees to comply with all applicable laws in its performance of its obligations under this Agreement.

13.13. Announcement of Agreement. DoseMe shall be permitted to identify Customer as its customer in direct communications with DoseMe's current and prospective customers. Customer agrees to respond to DoseMe prospective customers regarding its experience with the Software and Services. In addition, DoseMe shall be permitted to identify Customer as its customer in DoseMe's marketing materials, including a single press release announcing Customer's subscription for the Software and Services. DoseMe and Customer will each consult with the other before issuing or making any reports, statements, or releases to the public with respect to this Agreement or the transactions contemplated hereby and will obtain the other Party's written approval of the form, content, and timing of any such public report, statement, or release.

13.14. Force Majeure. Any failure or delay by a Party (the "Excused Party") in performing any duty, obligation, or covenant under this Agreement (other than a payment or indemnification obligation) shall not constitute a breach or default by the Excused Party to the extent and for so long as such failure or delay is caused by, or results from or in connection with, any cause or event beyond the reasonable control of the Excused Party, including any act of God, fire, flood, epidemic, pandemic, quarantine restriction, war, riot, work stoppage, breakdown, interruption in power, governmental regulation or action, or order of any court or governmental body (a "Force Majeure Event"); *provided*, that the Excused Party promptly notifies the other Party in writing of such Force Majeure Event and uses commercially reasonable efforts to correct such Force Majeure Event and restore the Excused Party's performance. This Section shall not apply to any Payment Default as defined in Section 12.3.3.

13.15. General. Unless the context clearly requires otherwise, this Agreement shall be construed in accordance with the following rules: (a) the Section numbers and headings preceding text have been inserted for convenient reference only and shall not affect the meaning, construction, or effect of this Agreement; (b) references in the Standard Terms to Sections are references to Sections of the Standard Terms; (c) words in the singular include the plural and words in the plural include the singular; (d) the word

“including” means by way of illustration or example but without limitation; (e) the word “or” is not exclusive; (f) any provision permitting a Party to exercise a right in its “sole discretion” means that the Party is not required to act reasonably in exercising such right; (g) any calculations required to be made pursuant to this Agreement shall be made in accordance with generally accepted accounting principles in the United States to the extent applicable thereto; and (h) any payment of money that becomes due on a day that is not a Business Day shall be due and payable on the next Business Day.

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