

## Medigate End User License Agreement

This End User License Agreement ("**EULA**") is entered into between Medigate Corporation, a corporation established under the laws of Delaware, U.S.A., (on its behalf and on behalf of its affiliates, collectively referred to as "**MEDIGATE**"), and the entity submitted an order or PO for its internal use as an end-user ("**CUSTOMER**").

**WHEREAS**, MEDIGATE owns or has rights to license a certain dedicated medical device security platform (the "**Software**") hosted by MEDIGATE, and owns or has rights to license the use of certain servers and other hardware materials in order to enable use of the Software (the "**Hardware**"); (the Software and Hardware are collectively the "**Materials**").

**WHEREAS**, the parties desire that CUSTOMER shall have the right to use the Materials under the terms set forth herein, which shall apply to CUSTOMER'S use of the Materials which it is purchasing via a reseller ("**Reseller**") subject to a separate agreement or order between CUSTOMER and RESELLER ("**PO**").

NOW, in consideration of the mutual covenants herein, the parties agree as follows:

1. **License.** MEDIGATE hereby grants to CUSTOMER a limited, personal, non-transferable, non-exclusive, temporary license to access and use the Materials ("**License**") for CUSTOMER'S internal use as specified in the PO. CUSTOMER shall permit the Hardware to be connected to its networks and allow access thereto. MEDIGATE shall provide non-cancelable hosting services for the Software during the term, as defined in Section 6 below.
2. **Payment.** CUSTOMER shall pay RESELLER in accordance with the PO. MEDIGATE has the right to do a retroactive true-up at the end of each contract year and to charge for any underpayments with respect to any IoMT devices (as defined by Medigate at its sole discretion and which shall include connected medical devices and other dedicated clinical devices unique to a healthcare setting, all as classified on the MEDIGATE Dashboard). MEDIGATE shall not be obligated to make available the Materials, grant the License or provide maintenance to CUSTOMER unless MEDIGATE has received the applicable fees from RESELLER.
3. **Restrictions.** CUSTOMER shall not and shall not encourage or permit any third party to: (i) alter, merge, adapt, modify, translate, reverse engineer, decompile, disassemble or otherwise derive, or attempt to derive, the source code of the Software; (ii) create derivative works based upon the Software; (iii) sell, rent, lease, transfer, or sublicense the Materials; (iv) copy the Software; (v) remove any proprietary notices or labels on or affixed to the Materials; (vi) use the Materials for any purpose other than this EULA; (vii) use the Materials to develop any product which is similar to the Hardware or Software; (viii) work around any technical limitations in the Materials; (ix) use the Materials for any unlawful purpose, or (x) modify any Software embedded in the Hardware unless expressly directed by MEDIGATE.
4. **Confidentiality.** "Confidential Information" means: (i) the Materials and accompanying documentation; (ii) any feedback from CUSTOMER relating to the Confidential Information; or (iii) information (whether tangible, oral or in any other form or media) that should be reasonably known by CUSTOMER to be confidential. CUSTOMER will keep confidential the Confidential Information using at least the same degree of care as it uses for its own confidential information, but in any event no less than reasonable care and shall not disclose the Confidential Information to any third party, except, on a need-to-know basis, to employees of CUSTOMER who are bound by equivalent confidentiality obligations.
5. **Title.** MEDIGATE retains all right, title and interest in and to the Materials and the Confidential Information, including all intellectual property rights therein, and all derivatives, fixes, improvements, modifications, results, feedback and suggestions to or in connection with the Materials made during, after, in connection with or as a result of the EULA or the Confidential Information. Furthermore, any anonymous information, which is derived from the use of the Materials (i.e., metadata, aggregated and/or analytics information) which is not personally identifiable information may be used by MEDIGATE for any purpose, including for development or improvement of MEDIGATE's products or related services.
6. **Term and Termination.** The term of this EULA is effective upon MEDIGATE's acceptance of an order or PO and will remain in effect for the term specified therein, unless terminated in accordance with this Section 6 or as otherwise agreed in writing with MEDIGATE. Either party may terminate this EULA upon written notice if the other party materially breaches this EULA and does not cure such breach within 30 days after written notice thereof, or on immediate notice in the event of the other party's insolvency, making an assignment for the benefit of creditors, or ceasing to do business. Immediately following termination, CUSTOMER shall cease use of the Materials and promptly deliver the Hardware, at CUSTOMER'S expense, in accordance with MEDIGATE's instructions and in good condition subject to reasonable wear and tear. CUSTOMER shall not be entitled to any refund. The provisions of Sections 3-9 of this EULA shall survive termination.

7. Limitation of Liability. THE MATERIALS ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR PURPOSE OR NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ANY LOST PROFITS OR LOSS OF DATA. IN ANY EVENT, TO THE EXTENT PERMITTED BY LAW, MEDIGATE'S AGGREGATE LIABILITY TO CUSTOMER UNDER THIS EULA OR IN RELATION TO THE MATERIALS SHALL NOT EXCEED THE FEES PAID BY CUSTOMER IN THE TWELVE MONTHS PRECEDING ANY CLAIM.
8. Open Source. The Software includes embedded third party components which are licensed as part of the Software under such terms located at [www.medigate.io/notifications](http://www.medigate.io/notifications). Those license terms will prevail over any terms contained herein.
9. Miscellaneous Provisions. This EULA may not be assigned by CUSTOMER without MEDIGATE's written consent. MEDIGATE may assign this EULA to its affiliate or to an acquirer or successor in interest in connection with a merger, acquisition, sale or transfer of all or substantially all of the assets of MEDIGATE without the prior written consent of CUSTOMER. This EULA shall be governed by the laws of the State of Delaware, U.S.A, and subject to the exclusive jurisdiction of the courts of Delaware, U.S.A. The United Nations Convention on Contracts for the International Sale of Goods and the UCITA shall not apply. This EULA sets forth the entire understanding between the parties, and supersedes all prior agreements concerning the subject.