

Terms And Conditions of Use

Welcome to the Pulsara healthcare logistics and communications platform offered by CommuniCare Technology, Inc., dba Pulsara, a Delaware corporation in the United States of America ("Pulsara"). Access to and/or use of the platform and Pulsara's Services by the organisation(s) identified in the Call-Off Contract (the "Subscriber") is/are governed by the following terms and conditions (the "Terms").

ARTICLE 1 DEFINITIONS

Section 1.1

For purposes of this Agreement, "Software" shall mean the licensed Pulsara web and/or mobile applications as purchased by Subscriber in the Call-Off Contract.

Section 1.2

"Error" means a failure of the Software to conform in all material respects to the Product Specifications; provided, however, that any nonconformity resulting from Subscriber's improper use of the Software, combining or merging the Software with software not approved by Pulsara for use with the Software, or modification of the Software which has not been performed by Pulsara, shall not be considered an Error.

Section 1.3

"Healthcare Providers" means Subscriber's physicians, physician assistants, nurses, paramedics, emergency care responders, and other physician extenders providing healthcare services on behalf of Subscriber whether they are employees, independent contractors or professionally affiliated with Subscriber as a member of Subscriber's medical staff or other Subscriber-authorized persons.

Section 1.4

"Licensed Documentation" means all written materials, binders, training disks, and other materials supplied to Subscriber and related to the Software, other than the Software.

Section 1.5

"Call-Off Contract" means the document executed by Subscriber pursuant to which Subscriber orders Software. The Call-Off Contract must expressly reference and shall form a part of this Agreement.

Section 1.6

"Patient Information" means, collectively, information and data related to the provision of healthcare services to patients, their health status, medical records, and related information, including images, reports, lab and test results, medical treatments performed by Healthcare Providers, Customer Personal Data (as defined in the Data Processing Addendum) comprised therein and any other information provided on or entered into the Software or made available by Subscriber or its Healthcare Providers through the Software.

Section 1.7

"Product Specifications" means the technical and performance functions of the Software, as more fully described in the Licensed Documentation.

Section 1.8

"Intellectual Property Rights" means all copyrights and related rights, patents, rights to inventions, utility models, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for renewals and extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Section 1.9

"Confidential Information" means any information that is clearly labelled or identified as confidential or ought reasonably to be treated as being confidential. Confidential Information of Pulsara includes any information relating to the operation of the Software, its processes and/or methodologies.

Section 1.10

"Agreement" means these Terms and Conditions of Use, the Data Processing Addendum attached hereto, and any and all Call-Off Contracts and Statements of Work entered into hereunder.

Section 1.11

"Contract Year" means each period of one (1) year commencing on the 60th day after the Start Date (Subscription Date) and each anniversary thereof during the Term or, in respect of the last year of the Term, the period commencing on the Subscription Date or anniversary thereof and ending on the effective date of termination.

Section 1.12

"Results" means any content generated by the Software in the course of the ordinary operation thereof.

Section 1.13

"Access Protocols" means the user log-in credentials, together with the network link required to enable users to set their passwords, that are necessary to access the Software.

Section 1.14

"Losses" means all losses, liabilities, damages, costs, claims, charges, demands, proceedings, and expenses (including legal and professional fees and disbursements and costs of investigation, litigation, settlement, judgement, interest and penalties.)

ARTICLE 2 GRANT/SERVICES

Section 2.1 - Grant of Software Licence

Pulsara grants to Subscriber a limited, nonexclusive, non-transferable licence during the Term, in the United Kingdom for Subscriber's Healthcare Providers only, to install, execute, access, and use the Software and the Licensed Documentation (collectively, the "Licensed Product") in the manner described in this Agreement and the Call-Off Contract. Pulsara reserves all rights in the Licensed Product not expressly granted under this Agreement.

Section 2.2 - Service Performance

Usage data and Error reports collected through the Software help Pulsara improve Software performance and effectiveness.

Section 2.3 - Application Support

Pulsara will use commercially reasonable efforts in the provision of Pulsara application support for the Pulsara application versions, and compatible device operating systems, hardware devices, and browser versions listed on its website at www.pulsara.com/faqs, which may be updated from time to time.

Section 2.4 - Executive Sponsor

Subscriber shall designate a person from within its executive-level leadership team (the "Executive Sponsor") to provide pre-implementation support and ongoing oversight and support, as described more particularly in the Executive Sponsor Commitment.

ARTICLE 3 FEES AND PAYMENT

Section 3.1 - Fees

As compensation for the licence granted by Pulsara to Subscriber hereunder, Subscriber will pay to Pulsara annually all fees and costs as set forth in the Call-Off Contract. Unless otherwise provided for in this Agreement, all fees are due upon receipt of Pulsara's invoice, will be paid in local currency, and will become past due per the purchase terms in the Call-Off Contract.

ARTICLE 4 TERM AND TERMINATION

Section 4.1 - Term

The term of this Agreement shall commence on the Start Date as indicated in Part A: Order Form of the Call-Off Contract, and shall continue for the period set forth in the Call-Off Contract (the "Term").

Section 4.2 - Healthcare Provider Access

Pulsara may disable a Healthcare Provider's access if the Healthcare Provider is in violation of the terms of this Agreement and/or the Licensed Documentation.

Section 4.3 - Termination

Either party may terminate this Agreement prior to the expiration of the Term upon written notice to the other party only as follows:

(a) if either party breaches a material provision of this Agreement and such breach is not cured within thirty (30) days after written notice has been given to the breaching party; provided, however, that Subscriber and/or any and all Healthcare Providers' access to the Software may be suspended during the thirty (30) day cure period if the breach would cause potential damage to the Software or third parties' continued safe use of the Software.

(b) in the event that either party becomes insolvent, or is adjudicated a bankrupt, or voluntarily seeks protection under any bankruptcy or insolvency law or, whether, voluntary or involuntary, makes an assignment for the benefit of creditors;

(c) by Subscriber upon thirty (30) days written notice to Pulsara without refund of fees already paid. Upon early termination, Subscriber will not be responsible for payment of remaining annual fees set forth in the Call-Off Contract; or

(d) by Pulsara upon thirty (30) days written notice to Subscriber.

Section 4.4 - Effect of Termination

Upon any termination of this Agreement, Subscriber's access to the Software will terminate. Upon written request by Subscriber made no later than thirty (30) days after the effective date of termination, Pulsara will make available to Subscriber single-user access to the platform for secure download of the Subscriber's data.

ARTICLE 5 USAGE

Section 5.1 - Use of Software

Subscriber shall use the Software only in a manner and for the purposes for which the Software was designed and using only Subscriber's and/or Healthcare Providers' data for their sole and exclusive benefit. To the maximum extent permitted by applicable law, all uses not expressly permitted under this Article 5 are prohibited. Pulsara does not endorse, recommend, or otherwise favour a particular device for Subscriber's use of the Software. Pulsara assumes no liability for or relating to the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Software, such as but not limited to user actions or inactions or system outages by cellular or internet service providers or cloud computing services (such as AWS).

Section 5.2 - Authorised Use

Subscriber is solely responsible for authorising its Healthcare Providers access to the Software, maintaining all login information and overseeing use of the Software.

Section 5.3 - Patient Information

Subscriber and Pulsara acknowledge and agree that the Software may be used to transmit, collect, store, access, manage, and display Patient Information between and among Subscriber and Healthcare Providers and that Patient Information may be stored by Pulsara. Subscriber acknowledges and agrees that the Patient Information stored by Pulsara shall not serve as the system of record for any patient, personal representative of a patient, Healthcare Provider, any business associate of a Healthcare Provider, or any affiliates of the foregoing. The terms of the Data Processing Addendum attached hereto and hereby incorporated into this Agreement set out Subscriber's and Pulsara's respective rights and obligations in respect of Pulsara's processing of Personal Customer Data under this Agreement.

Section 5.4 - Medical Advice and Treatment

Subscriber acknowledges and agrees that Pulsara does not provide medical advice, diagnosis, or treatment. Subscriber further acknowledges and agrees that the Software is merely a conduit of information related to patients and the provision of healthcare to patients by independent third-party Healthcare Providers.

ARTICLE 6 PATIENT INFORMATION

Section 6.1 - Intellectual Property Rights

As between Pulsara and Subscriber, all Intellectual Property rights in and to Patient Information and Results shall vest in Subscriber upon their creation absolutely and Pulsara shall not obtain any right, title, or interest in the Patient Information and Results whatsoever, except that Pulsara shall be permitted to use the Patient Information and Results in accordance with the licence granted in Section 6.2.

Section 6.2 - Grant of Licence

Subscriber hereby grants to Pulsara a non-exclusive, worldwide, royalty-free licence, irrevocable during the Term, to use the Patient Information and Results for the purposes described in and anticipated by this Agreement for Pulsara to provide the services described in this Agreement.

Section 6.3 - Third Party Loss, Destruction, or Alteration

Pulsara shall not be responsible for any loss, destruction, alteration, or disclosure of Patient Information or Results caused by any third party.

Section 6.4 - Subscriber Warranty

Subscriber warrants and represents on an ongoing basis that, and undertakes that, throughout the Term it shall have the necessary rights, power, consents, and authority to transmit Patient Information and Results to Pulsara under, and in the fashion described in, this Agreement, and to grant Pulsara the licences to use Patient Information and Results in Section 6.2.

Section 6.5 - Subscriber Indemnity

Subscriber will indemnify, defend, and hold Pulsara and its officers, directors, employees, and agents harmless from and against any and all Losses arising from or in connection with Subscriber's breach of the warranty, representation, and/or undertaking given in Section 6.5.

Section 6.6 - Back-Up Copies

Subscriber will be responsible for maintaining back-up copies of all Patient Information and Results residing in or relying in any way on the Software.

ARTICLE 7 WARRANTY

Section 7.1 - Warranty

Pulsara warrants that the Software licensed in this Agreement is free from significant programming Errors and substantially complies with all applicable specifications set forth in the Licensed Documentation so long as the user is running a version of the application published within the previous 3 months and running their mobile device on a supported device operating system or using a supported browser as defined in the knowledge base article "Which Web Browsers and Mobile Devices can we Use?".

Section 7.2 - Limitations on Warranty

Except as provided for in Section 7.1, Pulsara makes no representations or warranties, express or implied, with respect to Software, and expressly disclaims all such representations, warranties, and terms and conditions, including any with respect to merchantability, satisfactory quality, reliability, or fitness for a particular use or purpose. Without limiting the generality of the foregoing, Pulsara, makes no warranty, representation, or guarantee: (1) as to the sequence,

accuracy, timeliness, relevance, or completeness of the Software; (2) as to the accuracy of any information offered or provided within or through the Software regarding treatment of medical conditions, actions, diagnoses, procedures, application of medication, or other provision of medical services; and (3) that the use of the Software will be uninterrupted or error-free; or (4) as to the efficacy of the application if not updated at least quarterly by the user. Except as otherwise expressly provided for in this Agreement, Subscriber's use of the Software and any third-party technology is at the Subscriber's own risk.

Section 7.3 - Access

Pulsara disclaims and waives any and all responsibility of Pulsara for any defect or service interruption in connection with local telecommunication network activity, capacity, and compatibility with third-party communication equipment, internet access, software, browsers, and servers, or with the Subscriber's computer and telecom systems used to access the Software. Subscriber agrees that Pulsara is in no way responsible for any telecommunications or internet difficulties Subscriber may experience as a result of attempting to transmit data while using the Software, and Subscriber waives any and all claims against Pulsara in connection with such use, unless the difficulties were caused solely by the fraud or fraudulent misrepresentation of Pulsara.

Section 7.4 - Limited Liability

(a) Subject to Sections 7.4(b), (c) and (d) below, Pulsara's aggregate liability in respect of any and all breaches of the limited warranty provided in Section 7.1 of this Agreement arising in each Contract Year, and Subscriber's exclusive remedy in respect thereof, will be a cash refund equal to the Licence fees paid by Subscriber for the Licensed products during such Contract Year.

(b) Subject to Section 7.4(d) below, neither party will be liable to the other party for (i) any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill, or (ii) any consequential, special, indirect, incidental, punitive, or exemplary damages, costs, expenses, or losses under this Agreement. Pulsara will not be liable for any failure to perform its obligations under this Agreement because of misuse of the Software by Subscriber and its users or third-party technology.

(c) Subject to Section 7.4(d), Pulsara shall not in any circumstances be liable to Subscriber for:

(i) any loss or corruption of data or information (whether direct or indirect);

(ii) any loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time);

(iii) Subscriber's failure to comply with any applicable law, regulation, or code of best practice as a result of, or in relation to, its use of the Software;

(iv) any use of Access Protocols by any third party;

(v) any loss or liability (whether direct or indirect) under or in relation to any other contract; or

(vi) any loss or liability (whether direct or indirect) arising as a result of Subscriber's, or any third party's use of, or reliance upon, any Results.

(d) Nothing in this Agreement limits or excludes the liability of either Party for: (i) death or personal injury caused by its negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other act, omission, or liability which may not be limited or excluded by applicable law.

(e) Excluding any liability under Section 7.2 to which Section 7.4(a) shall apply, Pulsara's aggregate liability in respect of all claims in each Contract Year, whether arising in contract, tort (including negligence), misrepresentation (other than fraudulent misrepresentation), breach of statutory duty, or otherwise, under or in connection with this Agreement, will be limited to the total of the fees paid by Subscriber to Pulsara in such Contract Year.

(f) The parties acknowledge that the terms of this section reflect the allocation of risk set forth in this Agreement and that the parties would not enter into this Agreement without these limitations of liability.

ARTICLE 8 INDEMNIFICATION

Section 8.1 - Indemnification by Subscriber

To the maximum extent permitted by applicable law, Subscriber shall indemnify, defend, and hold Pulsara, its licensors, parent organisations, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents harmless from and against any and all Losses arising out of or relating to Subscriber's negligent use of the Software and any breach of this Agreement. Indemnity is subject to Subscriber's compliance with the terms set forth in Section 8.3 - Subscriber to Notify of IPR Claims and Section 8.4 - IPR Claims.

Section 8.2 - Indemnification by Pulsara

To the maximum extent permitted by applicable law, Pulsara shall indemnify, defend, and hold Subscriber harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including reasonable attorneys' fees and costs) incurred by Subscriber as a result of amounts awarded in judgement or settlement of any third-party claim or proceeding against Subscriber that Subscriber's use of the Software in accordance with the terms of this Agreement infringes the Intellectual Property Rights of any third party ("IPR Claims").

Section 8.3 - Subscriber to Notify of IPR Claims

Subscriber shall notify Pulsara in full, accurate and complete detail in writing promptly after it becomes aware of any event or any allegation, claim, demand, proceeding or other action, which it believes may give rise to an IPR Claim.

Section 8.4 - IPR Claims

Subscriber shall:

- (a) allow Pulsara sole authority to control the defence and settlement of any IPR Claim;
- (b) provide Pulsara with all reasonable cooperation in the defence of such IPR Claim; and
- (c) not settle or compromise any IPR Claim or make any admission of liability without the express prior written consent of Pulsara.

Section 8.5 - Limitation of Liability

Notwithstanding Section 8.2 or any provision of this Agreement to the contrary, Pulsara shall have no liability whatsoever to Subscriber in respect of any IPR Claims based on or arising directly or indirectly as a result of:

- (a) Subscriber exceeding the scope of any rights, licence, or consent to use the Software under this Agreement;
- (b) any use of the Software not in accordance with this Agreement or the Licensed Documentation;
- (c) a breach by Subscriber or any third party of any terms of this Agreement;
- (d) any use of the Software in combination with other products, hardware, equipment, software, or data not expressly authorised by Pulsara to be used with the Software; or
- (e) any modification of the Software by any person other than Pulsara or its expressly authorised agents.

ARTICLE 9 INTELLECTUAL PROPERTY & CONFIDENTIALITY

Section 9.1 - Ownership and Title

(a) Except for the limited licence and use rights expressly granted to Subscriber under this Agreement during the term, all title to and the rights in the Software and Documentation (including any and all updates), including ownership rights to patents (registrations, renewals, and pending applications), copyrights, trademarks, trade secrets, Pulsara's or third party hardware, other technology, any derivatives of and all goodwill associated with the foregoing, is the exclusive property of Pulsara and/or third parties.

(b) Patent Notice. This product may, and/or methods used in association with the Software, may be covered by one or more patents or pending patent applications owned or controlled by CommuniCare Technology, Inc. or its affiliates. Please visit our website for more information: www.pulsara.com/legal.

Section 9.2 - Confidentiality

(a) Each party agrees not to reveal or disclose any Confidential Information of the Disclosing Party for any purpose to any third party, or to use any Confidential Information for any purpose other than as contemplated in, or otherwise necessary in connection with the party's performance under this Agreement without the prior written consent of the Disclosing Party. A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by Law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Article, it takes into account the reasonable requests of the other party in relation to the content of such disclosure. Each party agrees to treat Confidential Information disclosed to it by the other with the same degree of care as the Receiving Party uses in protecting its own confidential and proprietary information, but in no event less than a reasonably prudent person.

(b) "Confidential Information" means any and all non-public, confidential proprietary information,

trade secrets, and such other confidential information of or relating to a party furnished by the party and/or its Personnel ("Disclosing Party") on a confidential basis to the other party ("Receiving Party") including (subject to the terms of Article 5) Patient Information.

Notwithstanding anything in this Agreement to the contrary, Confidential Information will not include information which: (1) at or prior to the time of disclosure by the Disclosing Party was known to or independently developed by the Receiving Party, except to the extent unlawfully appropriated by the Receiving Party or third party; (2) at or after the time of disclosure by the Disclosing Party becomes generally available to the public through no wrongful or negligent act or omission on the Receiving Party's part; or (3) the Receiving Party receives from a third party free to make such disclosure without breach of any legal obligation.

ARTICLE 10 GENERAL PROVISIONS

Section 10.1 - Governing Law

This Agreement and all matters arising from it (including any dispute relating to the existence, validity, or termination of this Agreement or any contractual or non-contractual obligation) shall be governed by, and construed in accordance with, English law. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement and all matters arising from it (including any dispute relating to the existence, validity or termination of this Agreement or any contractual or non-contractual obligation).

Section 10.2 - Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.

Section 10.3 - Independent Contractors

No joint venture, partnership, employment, or agency relationship exists between Subscriber and Pulsara as a result of this Agreement or use of the Software.

Section 10.4 - Assignment

The rights and/or obligations contained in this Agreement may not be assigned, delegated or otherwise transferred by either party (except to a direct or indirect parent or subsidiary) without the prior written approval of the other party, not to be unreasonably withheld; provided, however, that either party may assign this Agreement in connection with a merger, consolidation, or acquisition of a party resulting in a change of control or a transfer or sale of all or substantially all of the assets of either party. No assignment or delegation shall relieve either party of liability for its obligations hereunder.

Section 10.5 - Waiver

The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by that party in writing.

Section 10.6 - Entire Agreement

These Terms and Conditions of Use, together with the Data Processing Addendum, Call-Off Contract and any and all Statements of Work entered into hereunder, comprise the entire agreement between Subscriber and Pulsara and supersedes all prior or contemporaneous

negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

In cases of any ambiguity or conflict, the terms and conditions of the Call-Off Contract (Part B) and Order Form (Part A) will supersede those of the Supplier Terms and Conditions as per the order of precedence set out in clause 8.3 of the Framework Agreement.

Section 10.7 - Counterparts

This Agreement may be executed in one or more counterparts, each of which may be deemed an original, but all of which constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 10.8 - No Third-Party Rights

Except as expressly stated otherwise, nothing in this Agreement shall create or confer any rights or other benefits in favour of any person other than the parties to this Agreement whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

Section 10.9 - Confidentiality

Each party to this Agreement shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party unless that party is subject to an equivalent duty of confidentiality. Neither party shall use the other's Confidential Information for any purpose other than the implementation of this Agreement and the exercise of its rights and performance of its obligations hereunder. Each Party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access to is not disclosed or distributed by its Personnel in breach of the terms of this Agreement. This section shall survive termination of this Agreement.

Section 10.10 - Export and Sanctions Compliance

Subscriber agrees that Subscriber's use of the Licensed Product will comply with applicable export control and trade sanctions laws, rules and regulations, including without limitation the regulations promulgated by the U.S. Department of Commerce's Bureau of Industry and Security ("BIS") and the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") (collectively, "Export Control Laws"). Subscriber represents and warrants that (i) Subscriber is not located or ordinarily resident in a country or territory that is subject to comprehensive U.S. trade sanctions (including Crimea, Cuba, Iran, North Korea, and Syria); (ii) Subscriber is not identified on, or owned or controlled by any party identified on, any U.S. government restricted party list (including the Specially Designated Nationals and Blocked Persons List, Foreign Sanctions Evaders List, and Sectoral Sanctions Identifications List, administered by OFAC, and the Denied Party List, Entity List, and Unverified List, administered by BIS); and (iii) that no content created or submitted by Subscriber is subject to any restriction on disclosure, transfer, download, export or re-export under the Export Control Laws. Subscriber agrees that Subscriber will not use the Licensed Product to disclose, transfer, download, export or re-export, directly or indirectly, any content to any country, entity or other party which is ineligible to receive such items under the Export Control Laws or under other laws or regulations to which Subscriber may be subject. Subscriber acknowledges that the Licensed Products may not be available in all jurisdictions and that Subscriber is solely responsible for complying with the Export Control Laws.

Section 10.11 - Anti-Corruption Compliance

Subscriber warrants that neither Subscriber, nor any of Subscriber's respective officers, employees, agents, representatives, contractors, intermediaries or any other person or entity acting on Subscriber's behalf, in connection with this Agreement has taken or will take any action, directly or indirectly, in violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or any other applicable anti-corruption or anti-bribery laws.

10.12 Force Majeure

Pulsara will not be liable for any failure to perform its obligations under this Agreement because of circumstances beyond its control.

10.13 Minimum Insurance Coverage

During the Term of this Agreement, Pulsara shall maintain in full force and effect insurance policies in the minimum amounts stated below, issued by a carrier with an "A-" or better rating from A.M. Best. Pulsara shall not permit such insurance to be reduced, expired, or cancelled without reasonable prior written notice to Subscriber. Upon request, Pulsara shall provide a Certificate of Insurance to Subscriber.

Policy Type	Per Occurrence Limit	Annual Aggregate Limit
Product Liability	\$10MM	\$10MM
Cyber Risk Liability including Technology E&O	1st Party - \$5MM 3rd Party - \$3MM	\$5MM
Umbrella	\$9MM	\$9MM
Global General Liability and Property	\$1MM	\$2MM
Auto Liability (Owned, Hired & Non-Owned)	\$1MM	N/A
Crime	\$500K	N/A