

BLATCHFORD APP INSTITUTION END USER LICENSE AGREEMENT – USA

This BLATCHFORD APP INSTITUTION END USER LICENSE AGREEMENT ("EULA") sets out the scope of the rights to the Platform and other terms agreed by **Blatchford** and **Institution**. This EULA forms part of the agreement between Blatchford and Institution pursuant to which Institution is granted access to the Platform ("Agreement") and capitalized terms used in this EULA shall have the same meanings as those used in the Agreement unless the context otherwise requires.

- A. Blatchford develops and markets the Platform for the purpose of facilitating the treatment of Patients by Blatchford and other health care providers.
- B. Institution desires to obtain one or more licenses solely for the purpose of using the Platform in accordance with the Agreement and with any applicable instructions for use.
- C. Institution agrees that each Authorized User (as defined below) is required to comply with the terms of the Agreement.

By executing the Agreement, Institution agrees to be bound by the terms of this EULA. If Institution does not agree with these terms, Institution should not execute the Agreement.

1. DEFINITIONS.

Unless otherwise specifically provided, the following terms shall have the meanings set forth below for the Agreement and all exhibits and attachments hereto:

"Admin User" means the users with administrative privileges permitted by Institution to manage its use of the Platform.

"Affiliate" means any entity, which directly or indirectly controls, is controlled by, or is under common control with a Party. The term "control" means the possession of the power to direct or cause the direction of the management and the policies of an entity, whether through the ownership of at least fifty percent (50%) of the outstanding voting stock securities or by contract.

"Authorized User" means a user of the Platform (other than a Patient) meeting reasonable requirements specified by Blatchford from time to time and authorized to use the Platform by Institution. For clarity, Admin Users, employees, and other individuals meeting reasonable requirements specified by Blatchford from time to time and authorized to use the Platform by Institution or its Affiliates are Authorized Users. Authorized User accounts will be created by Blatchford on behalf of Institution.

"Confidential Information" means all information, whether written or unwritten, 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: the Agreement, all pricing information, all data, information, procedures, and know how relating to the Party's products, services, and business operations, technical documentation and specifications as may be embodied, without limitation, in specifications, design sheets, engineering data, software, object codes, procedure codes, file layouts, flow charts, source listings, ideas, concepts, systems, designs, programs, structures, logic flows, file contents and algorithms, manuals, and supporting

documentation. Confidential Information does not include: (a) information already known to the Receiving Party (defined below) prior to disclosure by the Disclosing Party (defined below); (b) information that is or becomes generally known to the public (e.g., open source code), other than as a result of misappropriation or breach of confidentiality; (c) information that is learned from a third party holding the same lawfully and not under an obligation of confidentiality; (d) information that is independently developed, without any direct or indirect reliance, reference to or benefit from the Disclosing Party's Confidential Information; and (e) information that is required by valid subpoena or other applicable law to be disclosed, but only to the extent of such requirement and only in the event, where not prohibited, the Disclosing Party has been notified in advance of such requirement.

"Device" means a prosthetic, orthotic or other device manufactured by Blatchford.

"Documentation" means any documentation, instructions, or other related materials provided with the Platform, in printed, electronic, or other form that describe the installation, operation, use, or technical specifications of the Platform.

"Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"Maintenance" means corrective maintenance and updates made to the Platform by Blatchford.

"Patient" means an individual who is a user of a Device and to whom Institution and Blatchford each provide health care services. Patient accounts may be created by Institution or Blatchford.

"Patient Information" means any information submitted to or accessible via the Platform that identifies, relates to, describes, is capable of being associated with or identifying, or could reasonably be linked, directly or indirectly, with a particular Patient, including, without limitation, any inferences drawn therefrom or derivatives thereof.

"Platform" means the Internet-accessible applications and web-based portals provided by Blatchford and collectively known as the Blatchford App, and any updates, modifications, improvements, or enhancements thereto.

"Support" means the Institution service support provided by Blatchford to Institution under the Agreement.

2. REPRESENTATIONS AND WARRANTIES

2.1 General.

Each Party hereby represents and warrants to the other Party as follows:

- (a) Such Party is duly organized, validly existing, and in good standing under the laws of the state in which it is legally formed.
- (b) Such Party (i) has the power, authority, and legal right to enter into the Agreement and to perform its obligations hereunder, and (ii) has taken all legally necessary

action on its part to authorize the execution and delivery of the Agreement and the performance of its obligations hereunder.

- (c) Entering into and carrying out the terms and conditions of the Agreement will not violate any obligation binding upon it.
- (d) the Agreement has been duly executed and delivered on behalf of such Party, and constitutes a legal, valid, binding obligation, enforceable against such Party in accordance with its terms.

2.2 Platform Performs as Documented.

Blatchford represents and warrants that the Platform will perform materially in accordance with the Documentation during the Term (as defined herein), as long as the Platform is properly accessed and used by Institution and Authorized Users in accordance with such Documentation and the Agreement. Institution's sole remedy, and Blatchford's sole responsibility and liability, for a breach of the foregoing warranty shall be for Blatchford to take reasonable measures to repair such non-conformity.

2.3 Compliance with Applicable Law.

Each Party represents and warrants that it will materially comply with applicable laws and regulations in connection with the Platform including, without limitation, with respect to the use of the Platform and the protection of Patient Information.

3. OBLIGATIONS OF INSTITUTION

3.1 Use of the Platform.

Institution shall use the Platform in conformance with the selections and configurations of the Platform selected by Blatchford or, where applicable, Institution.

3.2 Limitations on Use of the Platform.

Institution will not use the Platform or permit or encourage others to use the Platform in an unauthorized or unintended manner or in violation of the terms of the Agreement, or divulge or transfer any materials or information related to the operation of the Platform to any third party except Patients and Authorized Users.

3.3 Adjustable Configurations.

Institution is responsible for selecting and setting those Platform configurations, settings, preferences, and other selections which Authorized Users are permitted to modify based on their account credentials ("Adjustable Configurations"). The Platform may include default or proposed Adjustable Configurations and during the Term Blatchford may update Adjustable Configurations for Institution at Institution's request; however, Institution is solely responsible for all Adjustable Configurations and the results from such Adjustable Configurations. The use or non-use of a formal approval process for Adjustable Configurations does not change Institution's foregoing responsibility for Adjustable Configurations and the results from them.

3.4 Authorized Users.

User accounts and credentials for Authorized Users are for the named Authorized Users only and cannot be shared or used by more than one individual but with Blatchford's approval may be reassigned to new Authorized Users who are replacing former Authorized Users that no longer use the Platform. With the exception of Patients, Institution shall not permit anyone who is not an Authorized User to use the Platform, and Institution is solely responsible for selecting Authorized Users; provided, Blatchford retains the right to reject any proposed Authorized User or revoke access to the Platform of any Authorized User who fails to meet reasonable training and other requirements specified by Blatchford from time to time. Institution will cause Authorized Users to comply with the Agreement. Institution shall not allow individuals under the age of 18 to be Authorized Users. During the Term, Institution may only select individuals who have a professional health care-related need for access to the Platform in connection with their work or services to be Authorized Users.

3.5 Account Credentials.

Institution shall ensure that the account credentials for the Authorized Users are protected and will not be disclosed to unauthorized persons for any reason. If Institution or Blatchford have any basis to believe that an account or account credentials of an authorized User or Patient have been compromised, Institution agrees to immediately change the affected password (if it has the functional ability within the Platform) and immediately notify Blatchford that the password should be or has been changed due to a potential compromise. Blatchford will change Authorized User account credentials upon Institution's request and reserves the right to change any account credentials at any time in Blatchford's sole discretion to protect the Platform, Blatchford, and/or the interests of others.

3.6 Responsibility for Authorized Users and Their Accounts.

Institution shall supervise, monitor, and train the Authorized Users to ensure the proper use of the Platform, compliance with the Agreement, and the security of the Patient Information maintained in the Platform; provided, Blatchford shall provide Blatchford Training required by Blatchford or reasonably requested by Institution as described below. Institution acknowledges and agrees that Blatchford is not responsible for the supervision of the Authorized Users. Institution acknowledges that Blatchford on its own behalf may audit the usage by accounts associated with the Authorized Users for proper use and access of the Platform and to identify any changes made to Patient Information. Institution is fully responsible for the acts and omissions of Authorized Users, employees, staff, and subcontractors, and any other person to whom Institution or an Authorized User may provide access to or use of the Platform and/or Documentation, whether such access or use is permitted by or in violation of the Agreement, in connection with the use of the Platform under the Agreement the same as if they were Institution's acts and omissions. Institution is responsible for: (a) the content and data transmitted to or from the Platform by Institution or Authorized Users, or their accounts; (b) the content and data received by the Platform from third-party platforms or software on behalf of Institution; (c) Authorized Users' compliance with the Agreement and Documentation; and (d) the effects of any breach of security in connection with the activity of Authorized Users' accounts in connection with the Platform. Institution is solely responsible for its and Authorized Users' interactions with Patients in connection with and separate from the Platform.

3.7 Responsibility for Communications Made Through the Platform.

Institution acknowledges and agrees that except as expressly stated in this Agreement, the Platform facilitates Blatchford's and Institution's communications through the Platform and Institution is solely responsible for the communications it, its Affiliates, Authorized Users, and

their accounts initiate and receive using the Platform. Without limiting the foregoing, Institution is solely responsible for ensuring its and Authorized Users' compliance with applicable international, federal, state, and local laws, regulations, and rules (including consent requirements) associated with electronic communications by text message and electronic mail including, without limitation, the Telephone Consumer Protection Act, the U.S. CAN-SPAM Act, and similar state laws. Institution acknowledges and agrees that it and Authorized Users select and agree to the timing, content, and recipients of the communications they initiate through the Platform and that with respect to such communications, Blatchford acts solely as a service provider to Patients providing a platform facilitating the transmission of such communications. Institution agrees that it, Authorized Users, and their accounts are prohibited from using the Platform for telemarketing and other related purposes. Blatchford in its sole discretion may restrict, suspend, or permanently stop any and all use of the Platform for communications by Institution and Authorized Users including, without limitation, restricting the timing, content, and recipients of communications. Institution agrees that Blatchford may impose additional terms and conditions associated with communications made through the Platform by Institution and Authorized Users, and Institution and Authorized Users must comply with such terms and conditions or cease using the Platform to initiate communications.

3.8 Institution's Affiliates.

Blatchford acknowledges and agrees that during the Term Institution may use the Platform by and through one or more of its Affiliates. Institution is fully responsible for the acts and omissions of its Affiliates in connection with the use of the Platform under the Agreement the same as if they were Institution's acts and omissions.

3.9 Notice of Defects or Security Incident.

Institution shall promptly report to Blatchford any significant defects or problems with the Platform (including non-conformance with Documentation) observed by Institution. Such report shall describe with reasonable specificity the location and nature of the problem and any known cause thereof. In addition, Institution shall immediately report to Blatchford any actual or suspected security incident involving the Platform and/or Patient Information (including loss or compromise of Platform account credentials) that Institution becomes aware of, and Institution will fully cooperate with Blatchford, law enforcement and/or any other applicable regulatory body in addressing the incident. Without limiting Blatchford's other rights and remedies, if there is a violation of any of the security-related requirements under the Agreement by Institution or any Authorized Users, that violation shall be a breach of the Agreement, and Blatchford shall have the immediate right in its sole discretion to suspend or terminate the Institution's (including any Authorized Users') access to the Platform.

3.10 Responsibility for Internet Access and Computer System Requirements.

Institution is solely responsible for obtaining, maintaining, securing, and paying for any Internet connections necessary to access the Platform. Institution, at its sole expense, shall be responsible for meeting the minimum computer system requirements (a list of which may be provided by Blatchford upon request) and providing the equipment and technical expertise for the Authorized Users to access the Platform. The Platform may require the use of software provided by unaffiliated third parties (e.g., a web browser and Adobe PDF viewer) ("Third-Party Software") to enable the full functionality of the Platform. Use by Institution of Third-Party Software shall be subject to the terms and conditions to which the Institution agrees with the providers of such Third-Party Software, and Institution shall pay for all such Third-Party Software, as necessary, and comply with all terms and conditions of any agreements

applicable to Third-Party Software. Blatchford disclaims all responsibilities, warranties, and liabilities relating to the use of Third-Party Software.

3.11 Exporting Patient Information into Institution's System of Record.

Institution acknowledges that the Patient Information available to Institution through the Platform is not an electronic medical record, and the Platform should not be treated as a system of record. For clarity, Blatchford is not responsible for responding to Patient requests made pursuant to the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations.

3.12 Taxes.

Blatchford's fees do not include any taxes or duties (including, without limitation, sales, use, value-added, and withholding taxes and duties) and related fees, and Institution is responsible for paying all taxes, duties, and related fees arising from its purchases under the Agreement, excluding taxes based on Blatchford's net income, employees, or property. If Blatchford has the legal obligation to pay or collect taxes, duties, or related fees for which Institution is responsible, the appropriate amount of such taxes, duties, and related fees shall be invoiced to and paid by Institution, unless Institution provides a valid tax exemption certificate authorized by the appropriate taxing authority.

4. OBLIGATIONS OF BLATCHFORD

4.1 Updates, Upgrades, Support, and Maintenance.

Blatchford will provide in its sole discretion ongoing Support by online or telephonic methods at reasonable times during normal business hours. Institution understands and acknowledges that the Platform is a shared platform and that Blatchford reserves the right (but is not required to) from time to time and in its sole discretion to add, change, and remove certain functionality, and otherwise improve the Platform. Blatchford reserves the right to require Institution to accept Platform revisions or upgrades deemed necessary by Blatchford, at its sole discretion, and Institution agrees to cooperate with the implementation of any such updates, modifications, or improvements. Institution specifically acknowledges that this provision does not include enhancements to the Platform that must be paid for by Institution through a separate support services agreement. Institution agrees that Blatchford may temporarily suspend access to the Platform to perform Maintenance at any time. Blatchford will make reasonable efforts (a) to notify Institution of planned down-time due to Maintenance, and (b) to suspend access to the Platform to perform scheduled Maintenance outside of normal business hours.

4.2 Blatchford Training.

Blatchford shall provide online and/or on-site training related to the Platform to Institution's personnel during the Term as reasonably requested by Institution and in accordance to Blatchford's then current practices ("Blatchford Training"). Blatchford Training may include without limitation face-to-face training sessions, supervised Device fittings, and examinations requiring appropriate passing scores. Blatchford may require individuals to successfully complete (as determined by Blatchford in its sole discretion) specified Blatchford Training prior to being designated as Authorized Users and/or being given access to specified activities or functions within the Platform. Institution will be responsible for

reasonable travel expenses in connection with on-site Blatchford Training in accordance with Blatchford's related policies and procedures.

4.3 Third-Party Websites and Services.

Although the Platform may, as a convenience, provide links to and/or information about third-party products and services, Institution and Authorized Users should independently review and evaluate those products and services. Blatchford does not provide any warranty or make any representation concerning the quality, suitability, or any other aspects of the third-party products and services.

5. INTELLECTUAL PROPERTY AND RIGHTS AND RESTRICTIONS

5.1 Ownership by Blatchford.

Institution acknowledges and agrees that, as between the Parties, the Platform, Blatchford's Confidential Information disclosed to Institution, and Blatchford's Confidential Information conceived, reduced to practice, made, acquired, or developed by Blatchford in connection with the Platform or the Agreement, or conceived, reduced to practice, made, or developed by Blatchford prior to execution of the Agreement or separate from Blatchford's performance of the Agreement, all derivatives of the foregoing (collectively, "Blatchford Properties"), and all Intellectual Property Rights in the foregoing, are and will remain the sole property of Blatchford or its licensors, and no rights, title, or interest are granted to Institution, Authorized Users, or any third party under the Agreement with respect to the Blatchford Properties and all Intellectual Property Rights therein other than as expressly set forth in the Agreement.

Other than as expressly permitted in the Agreement, nothing in the Agreement shall be construed to transfer any right, title, or interest to Institution of Blatchford Properties or any Intellectual Property Rights therein. Institution disclaims all rights to the Blatchford Properties and any Intellectual Property Rights therein, other than those rights granted in the Agreement, and will assert no claim (copyright, patent, or otherwise) to their use, development, and/or production. Institution may not access, use, resell, sell, license, sublicense, distribute, make available, rent, or lease the Blatchford Properties or any Intellectual Property Rights therein for any purpose, except as expressly authorized by the Agreement. Institution agrees to respect and not to remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on the Blatchford Properties or output generated by the Blatchford Properties. Institution shall undertake no action that will interfere with or diminish the Intellectual Property Rights of Blatchford or its third-party licensors.

Blatchford owns any input, feedback, and suggestions Institution or its Authorized Users provide to Blatchford ("Feedback") and has the full right to exploit such Feedback in any manner and for any purpose, including to improve the Platform and create other products and services, without any compensation to Institution.

5.2 Rights to Institution.

Subject to Institution's continued compliance with and in accordance with the terms and conditions of the Agreement, Blatchford grants to Institution a limited, nonexclusive, nontransferable, non-sublicenseable (except as otherwise expressly provided herein), revocable right to access and use (and permit Authorized Users to access and use) the Platform solely in accordance with the Agreement and the Documentation during the Term for Institution's internal lawful business purposes (and not for redistribution) and for no other

purpose (“Access Right”). For clarity, the Access Right includes the right for Institution to designate and manage access for Admin Users and other Authorized Users and to create Patient accounts during the Term subject to the Agreement. Other than as permitted under the Access Right, Institution shall not permit any third party to access or use the Platform. Without limiting the foregoing, any and all goodwill associated with Institution’s use of the Blatchford Properties or the Intellectual Property Rights therein will inure to the benefit of Blatchford.

5.3 Ownership by Institution

Institution retains all right, title, and interest in and to Institution’s Confidential Information and Institution’s name, trademarks, and logos (“Institution Properties”).

5.4 Rights to Blatchford

Institution grants Blatchford a limited, non-exclusive, royalty-free, non-fee-bearing license to use the Institution Properties in connection with Blatchford providing the Platform to Institution, for Blatchford to meet its obligations under the Agreement and applicable law, and as otherwise permitted by the Agreement. The foregoing license shall include, without limitation, Blatchford’s right to use Institution’s name and logo for the purposes of providing access to the Platform to Institution, including to display such name and logo to Patients. Institution agrees that Blatchford will not be required to make any payments relating to, arising out of, or in connection with the exploitation of Institution Properties in accordance with the Agreement and Institution will be responsible for paying all royalties, commissions, fees or other monies due to any appropriate third parties in connection with the publication, reproduction, communication to the public and all other uses of Institution Properties. If Blatchford reasonably believes any Institution Property violates the law, infringes, disrupts Blatchford’s provision of the Platform, misappropriates the rights of any third party, or otherwise violates a material term of the Agreement, Blatchford will notify Institution and remove such Institution Property from the Platform or disable access to it.

5.5 Acceptable Use of Platform.

Institution and Authorized Users will not and will not permit anyone to:

- (a) use the Platform without authorization of Institution;
- (b) access and use the Platform in non-compliance with Documentation or the Agreement;
- (c) disassemble, decompile, reverse engineer, or copy (except that Institution may make copies of Documentation solely for the purpose of instructing Authorized Users and Patients) any portion of the Platform or Documentation, or make any attempt to discover the source code of the Platform;
- (d) modify the Platform or Documentation or merge it with other programs or materials;
- (e) translate or create derivative works based on the Platform or Documentation;
- (f) remove, obscure, or alter any notice of the trademark, patent, copyright, or other proprietary rights related to the Platform or Documentation;

- (g) operate the Platform or permit the Platform to be copied or used other than in compliance with Documentation, Institution policies or procedures, and standards of medical care or applicable laws and regulations;
- (h) disable, circumvent or de-install any access management routines, access codes or control programs included by Blatchford as part of the Platform;
- (i) provide any other Person, including any subcontractor, independent contractor, affiliate, or service provider of Institution, with access to or use of the Platform or Documentation unless they are Authorized Users or Patients;
- (j) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Documentation, the Platform, or any features or functionality of the Platform, to any third party (except Authorized Users and Patients as permitted hereunder) for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud, or other technology or service;
- (k) use the Platform or Documentation in violation of any law, regulation, or rule;
- (l) use the Platform or Documentation for the benefit of any party other than Institution or purposes of competitive analysis of the Platform, the development of a competing software product or service, or any other purpose that is to the Blatchford's commercial disadvantage;
- (m) use the Platform to transmit or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or that violates third-party privacy rights;
- (n) use the Platform to transmit or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs;
- (o) gain access, or attempt to gain access, by any means, to any unauthorized portion of the Platform or to any other system, website, software, material or database offered by Blatchford with respect to which Institution is not granted a license or right;
- (p) take any actions to circumvent any limit on the number of Authorized Users;
- (q) misuse or abuse the Platform, or interfere with or disrupt the integrity or performance of the Platform or the data contained therein;
- (r) misappropriate any of Blatchford's software, technology or other services; or
- (s) bypass or disable any protections that may be put in place against unlicensed use of the Platform, or perform load, technical, security, or other vulnerability testing of the Platform.

INSTITUTION ACKNOWLEDGES AND AGREES THAT MODIFYING OR ALTERING THE PLATFORM OR DOCUMENTATION IN ANY WAY CONSTITUTES WILLFUL INFRINGEMENT OF THE PLATFORM OR DOCUMENTATION LICENSED BY Blatchford HEREUNDER. ANY SUCH MODIFICATION OR ALTERATION MAY RENDER THE PLATFORM AND ANY DEVICES

ADULTERATED UNDER THE UNITED STATES FEDERAL FOOD, DRUG AND COSMETIC ACT AND OTHER APPLICABLE LAWS, AND COULD SUBJECT INSTITUTION AND/OR AUTHORIZED USERS TO ACTION BY THE UNITED STATES FOOD AND DRUG ADMINISTRATION OR OTHER APPLICABLE REGULATORY AUTHORITIES.

6. CONFIDENTIALITY

6.1 Disclosure of Confidential Information.

In the course of their relationship, the Parties acknowledge that a Party ("Disclosing Party") may provide its Confidential Information to the other Party ("Receiving Party"). Without limiting the generality of the foregoing, Blatchford's Confidential Information shall include the Platform and the Documentation.

6.2 Safeguards.

During the Term and for a period of five (5) years from the expiration or termination of the Agreement, each Party agrees to safeguard the other Party's Confidential Information against unauthorized use or disclosure with measures at least as stringent as those it employs to safeguard its own most proprietary and confidential information, and in no event with less than reasonable means. Each Party acknowledges that the other Party's Confidential Information constitutes such Party's valuable proprietary information and trade secrets. Each Party expressly agrees that it is entering into the Agreement and providing the other Party copies of its Confidential Information hereunder, in reliance upon the other Party's promise of confidentiality as provided for herein in connection with Confidential Information. The Receiving Party shall reasonably cooperate with and assist the Disclosing Party in identifying and preventing any unauthorized use, copying, or disclosure of the Disclosing Party's Confidential Information. Without limiting the foregoing, the Receiving Party shall advise the Disclosing Party immediately in the event the Receiving Party learns or has reason to believe that any person or entity has violated or intends to violate the confidentiality of the Disclosing Party's Confidential Information. The Receiving Party will reasonably cooperate with the Disclosing Party in seeking injunctive or other equitable relief in the name of, in the Disclosing Party's sole discretion, either the Receiving Party or the Disclosing Party, against any such person or entity.

6.3 Nondisclosure.

Neither Party shall use, disclose, make or have made any copies of the other Party's Confidential Information in whole or in part, except as necessary to perform its obligations under the Agreement, without the prior express written authorization of the other Party. A Party may disclose the other Party's Confidential Information, including necessary copies thereof, to those of its employees, contractors, representatives, agents, or Authorized Users only to the extent necessary to perform the duties and authorized activities under the Agreement. Each Party shall be responsible for the acts and omissions of its employees, contractors, representatives, or agents with respect to the other Party's Confidential Information as though such acts or omissions were those of such Party.

6.4 Compelled Disclosure.

The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent requested or required by a regulatory, self-regulatory, or supervisory authority having appropriate jurisdiction, including any court of law, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and

reasonable assistance, at the Disclosing Party's cost, so the Disclosing Party may seek an appropriate protective order or other appropriate remedy, and the Receiving Party shall reasonably cooperate with the Disclosing Party to obtain a protective order or other relief if requested to do so by the Disclosing Party; provided, however, that no such notice shall be necessary in the event Confidential Information is provided to a governmental, regulatory or self-regulatory authority in the course of a routine audit, examination or inspection.

6.5 Equitable Relief.

Each Party agrees that any violation of the provisions of Sections 6.2 and 6.3 of this EULA will immediately give rise to continuing irreparable injury to the Disclosing Party that is inadequately compensable in damages at law, and the Disclosing Party shall be entitled to immediately seek equitable relief to protect its interests herein, including, but not limited to, injunctive relief, in addition to any other legal remedies which may be available, and the Disclosing Party shall be entitled to recover reasonable costs, including but not limited to, reasonable attorneys' fees, expert witness fees, and court costs associated therewith.

7. Roles of the Parties; Recordkeeping; Compliance

7.1 Health Care Provider.

Each Party acknowledges that the other Party is "health care provider" and does not operate as a "business associate" (each as defined at 45 C.F.R. § 160.103) pursuant to the Agreement.

7.2 Recordkeeping.

Notwithstanding anything to the contrary in the Agreement, if applicable, Blatchford shall, until the expiration of four (4) years after the furnishing of any services pursuant to the Agreement, and to the extent required by 42 U.S.C. § 1395x(v)(1)(I) and 42 C.F.R. § 420.300 et seq., provide the Secretary of the U.S. Department of Health and Human Services or the Comptroller General, or their representatives, upon request, the Agreement and such books, documents, and records as may be necessary to verify the nature and extent of the costs of the services rendered hereunder. Institution shall maintain adequate records in connection with activity under the Agreement as required by applicable law.

7.3 Institution and Authorized User Compliance.

Institution represents and warrants that it will comply with all applicable confidentiality and privacy laws and regulations with respect to Patient Information in connection with Institution's use of the Platform and any disclosures by Institution to Blatchford. Without limiting the generality of the foregoing, Institution is solely responsible and liable for its and any Authorized User's use of the Platform, including without limitation for using the Platform in compliance with all applicable law.

8. DATA PROVISIONS

8.1 Submitted Data.

Institution is responsible for the means by which Institution acquires all electronic information submitted to the Platform by Institution or Authorized Users or through any of their accounts ("Submitted Data"). Institution represents and warrants that it has and will continue to have the rights to lawfully (a) provide access to Submitted Data to Blatchford, and (b) permit Blatchford to retain, process, use, and disclose Submitted Data as permitted in the

Agreement. Institution represents and warrants that Institution's provision and use of Submitted Data or the Platform will not violate the rights of any third party or any applicable law, rule, or regulation.

8.2 Data Analysis.

Institution agrees that Blatchford may create and use aggregated and/or de-identified data generated or derived from Submitted Data or generated or derived from the use of the Platform by Institution and the Authorized Users, for Blatchford's business purposes, subject to any applicable legal limitations on the use thereof. As between the Parties, Blatchford shall own all right, title, and interest in such resulting data. Institution specifically acknowledges and agrees that Blatchford is permitted to utilize the aggregated and/or de-identified data for such educational, promotional, regulatory, and commercial purposes as Blatchford may determine in its sole discretion.

Blatchford shall have the right to directly (or through the use of third parties) monitor the operation of the Platform and the use of the Platform by Institution and Authorized Users to provide and improve the Platform, Documentation, and Blatchford's other products and services, and help ensure compliance with the Agreement by Institution and Authorized Users.

9. DISCLAIMER OF ALL REPRESENTATIONS AND WARRANTIES

9.1 Disclaimer of Warranty.

EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN SECTIONS 2 AND 13.6 OF THIS EULA, BLATCHFORD PROVIDES ACCESS TO THE PLATFORM AND DATA THEREIN AND PROVIDES THE PLATFORM ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH NO OTHER EXPRESS OR IMPLIED WARRANTY OF ANY KIND. EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN SECTIONS 2 AND 13.6 OF THIS EULA, BLATCHFORD EXPRESSLY DISCLAIMS AND INSTITUTION AND ITS AFFILIATES AND THEIR SUBCONTRACTORS, LICENSORS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS, AUTHORIZED USERS, AND ASSIGNS (COLLECTIVELY, **INSTITUTION GROUP**) WAIVE ALL EXPRESS AND IMPLIED WARRANTIES UNDER THE AGREEMENT TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF NON-INFRINGEMENT, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ALL WARRANTIES AS TO ANY RESULTS TO BE OBTAINED FROM THE PLATFORM, THIRD-PARTY SOFTWARE, OR DATA, INFORMATION, OR RESULTS DERIVED THEREFROM. BLATCHFORD DOES NOT WARRANT ACCESS TO THE DATA OR PLATFORM WILL BE UNINTERRUPTED, VIRUS-FREE, WITHOUT DEFECTS, COMPLETE, USEFUL, OR ERROR-FREE.

THE PARTIES UNDERSTAND THAT INSTITUTION MAY USE CERTAIN THIRD PARTY SOFTWARE (INCLUDING WEB BROWSERS) OR HARDWARE IN CONNECTION WITH USING THE PLATFORM, AND WITHOUT LIMITING THE GENERALITY IN THIS SECTION 9.1, BLATCHFORD MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE, INTEGRATION, OR SUITABILITY OF SUCH THIRD-PARTY SOFTWARE OR HARDWARE. THE ASSESSMENT OF THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE, AND SUITABILITY OF SUCH THIRD-PARTY SOFTWARE OR HARDWARE LIES SOLELY WITH INSTITUTION AND THE VENDOR OR SUPPLIER OF SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT, AS THE CASE MAY BE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY BLATCHFORD, ITS AGENTS, OR EMPLOYEES SHALL CREATE A WARRANTY.

9.2 Medical Disclaimer.

THE PLATFORM AND DOCUMENTATION ARE NOT A SUBSTITUTE FOR THE PROFESSIONAL JUDGMENT OF INSTITUTION IN DIAGNOSING AND TREATING PATIENTS. WHILE BLATCHFORD USES INFORMATION IT RECEIVES VIA THE PLATFORM TO IMPROVE TREATMENT GUIDANCE TO PATIENTS, NEITHER BLATCHFORD NOR ITS PLATFORM OR DOCUMENTATION OR DEVICES OR APPLICATIONS GIVES MEDICAL ADVICE OR PROVIDES MEDICAL OR DIAGNOSTIC SERVICES. RELIANCE UPON THE PLATFORM BY INSTITUTION OR ANY OF ITS AUTHORIZED USERS IS SOLELY AT INSTITUTION'S OWN RISK. INSTITUTION ACKNOWLEDGES AND AGREES THAT BLATCHFORD IS IN NO WAY RESPONSIBLE FOR THE USE OF ANY PHARMACOLOGICAL, MEDICAL, LEGAL, OR SIMILAR INFORMATION CONTAINED IN, ENTERED INTO, OR USED IN CONNECTION WITH THE PLATFORM, AND INSTITUTION AND AUTHORIZED USERS, AS APPLICABLE, SHOULD VERIFY THE ACCURACY OF THE INFORMATION AND COMPLETENESS OF SUCH INFORMATION WHENEVER NECESSARY TO DO SO FOR INSTITUTION'S PROVISION OF HEALTH CARE SERVICES. BLATCHFORD MAKES NO WARRANTY REGARDING THE IMMEDIATE OR UNINTERRUPTED AVAILABILITY OF THE PLATFORM. INSTITUTION ACKNOWLEDGES AND AGREES THAT THE USE OF THE PLATFORM BY INSTITUTION AND AUTHORIZED USERS FOR ANY PURPOSE RELATED TO INSTITUTION'S PROVISION OF PATIENT CARE SHOULD BE UNDER THE SUPERVISION OF A HEALTH CARE PROFESSIONAL. AS BETWEEN BLATCHFORD AND INSTITUTION, INSTITUTION SHALL BE SOLELY RESPONSIBLE AND LIABLE FOR ITS TREATMENT AND CARE OF PATIENTS, INCLUDING ALL RESPONSIBILITY FOR PERSONAL OR PSYCHOLOGICAL INJURY OR LOSS OF LIFE.

10. INDEMNIFICATION

10.1 Blatchford Indemnification.

BLATCHFORD WILL INDEMNIFY, DEFEND AND HOLD HARMLESS INSTITUTION FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITIES, JUDGMENTS, AWARDS, EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS ("IP DAMAGES") RELATED TO A CLAIM, SUIT, PROCEEDING, OR OTHER CAUSE OF ACTION BROUGHT BY A THIRD PARTY (BUT NOT AN AGENT, EMPLOYEE, OR AFFILIATE OF INSTITUTION) ("INFRINGEMENT CLAIM") RELATING TO OR ARISING OUT OF ANY ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS BY INSTITUTION'S USE OF THE PLATFORM OR DOCUMENTATION IN COMPLIANCE WITH THE AGREEMENT.

THE FOREGOING OBLIGATION SHALL NOT APPLY TO THE EXTENT THE INFRINGEMENT CLAIM IS BASED UPON: (a) THE USE OF THE PLATFORM IN COMBINATION WITH ANY OTHER PRODUCT, SERVICE, DEVICE, OR MATERIALS NOT FURNISHED OR EXPRESSLY PERMITTED BY BLATCHFORD, IF SUCH INFRINGEMENT CLAIM WOULD HAVE BEEN AVOIDED BY THE USE OF THE PLATFORM WITHOUT SUCH PRODUCT, SERVICE, DEVICE, OR MATERIALS; (b) THE USE OF THE PLATFORM OTHER THAN IN ACCORDANCE WITH THE AGREEMENT, THE DOCUMENTATION, OR THE ACCESS RIGHT; (c) A MODIFICATION TO THE PLATFORM NOT PROVIDED OR PERFORMED BY BLATCHFORD; (d) DATA TRANSMITTED, STORED, OR OTHERWISE PROCESSED USING THE PLATFORM; (e) CLAIMED INFRINGEMENT OF ANY RIGHT IN WHICH INSTITUTION OR ANY AFFILIATE OF INSTITUTION HAS ANY OWNERSHIP OR INTEREST (BY LICENSE OR OTHERWISE); (f) USE OF THE PLATFORM AFTER BLATCHFORD HAS PROVIDED A NON-INFRINGEMENT ALTERNATIVE OR TERMINATED THE ACCESS RIGHT OR SUBSCRIPTION FOR ITS USE; (g) INSTITUTION'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR MATERIAL BREACH OF THE AGREEMENT; OR (h) INSTITUTION'S CONDUCT OR INSTITUTION'S OR AUTHORIZED USERS' USE OF THE PLATFORM OR DOCUMENTATION. BLATCHFORD WILL HAVE NO LIABILITY TO INSTITUTION UNDER ANY PROVISIONS OF THIS

SECTION 10.1 TO THE EXTENT THAT INSTITUTION IS IN ARREARS WITH ANY PAYMENT OBLIGATIONS TO BLATCHFORD.

IN THE EVENT OF AN INFRINGEMENT CLAIM, BLATCHFORD WILL, AT ITS SOLE OPTION AND EXPENSE: (x) OBTAIN A LICENSE TO ALLOW FOR CONTINUED USE OF THE INFRINGING ASPECT(S) OF THE PLATFORM OR DOCUMENTATION UNDER THE TERMS OF THE AGREEMENT; (y) REPLACE OR MODIFY THE INFRINGING ASPECT(S) OF THE PLATFORM OR DOCUMENTATION TO BE NON-INFRINGING (IN BLATCHFORD'S SOLE OPINION) WITHOUT A MATERIAL DECREASE IN FUNCTIONALITY; OR (z) IF THE FOREGOING OPTIONS ARE NOT COMMERCIALY REASONABLE, TERMINATE THE ACCESS RIGHT FOR THE PLATFORM AND REFUND INSTITUTION ALL PREPAID FEES FOR THE REMAINDER OF THE CURRENT TERM STARTING FROM THE EFFECTIVE DATE OF TERMINATION. THE PROVISIONS OF THIS SECTION 10.1 SET FORTH BLATCHFORD'S, ITS AFFILIATES', AND THEIR SUBCONTRACTORS', LICENSORS', OFFICERS', DIRECTORS', AGENTS', EMPLOYEES', REPRESENTATIVES', SUCCESSORS', AND ASSIGNS' (COLLECTIVELY, "BLATCHFORD GROUP") SOLE AND EXCLUSIVE OBLIGATIONS, AND INSTITUTION GROUP'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INFRINGEMENT OR MISAPPROPRIATION OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS OF ANY KIND.

10.2 Institution Indemnification.

INSTITUTION WILL DEFEND ALL ACTIONS, CLAIMS, DEMANDS, SUITS, AND PROCEEDINGS ("CLAIM") MADE OR BROUGHT AGAINST ANY OR ALL MEMBERS OF THE BLATCHFORD GROUP BY A THIRD PARTY: (a) IN CONNECTION WITH ANY MEMBER OF THE INSTITUTION GROUP'S NEGLIGENCE, GROSS NEGLIGENCE, RECKLESSNESS, OR WILLFUL MISCONDUCT IN CONNECTION WITH THE AGREEMENT; (b) IN CONNECTION WITH THE USE OF THE PLATFORM BY ANY OF THE INSTITUTION GROUP OR AN ACCOUNT OF ANY AUTHORIZED USER; (c) IN CONNECTION WITH DATA PROVIDED OR TRANSMITTED BY ANY MEMBER OF THE INSTITUTION GROUP OR AN ACCOUNT OF ANY AUTHORIZED USER THROUGH THE PLATFORM, INCLUDING WITHOUT LIMITATION THE FAILURE TO COMPLY WITH APPLICABLE CONFIDENTIALITY AND PRIVACY LAWS AND PROPRIETARY RIGHTS; (d) RELATING TO A VIOLATION OF APPLICABLE LAW IN CONNECTION WITH ANY MEMBER OF THE INSTITUTION GROUP'S PERFORMANCE UNDER THE AGREEMENT; (e) IN CONNECTION WITH THE AGREEMENT; (f) PERFORMANCE OF ANY MEDICAL PROCEDURES; OR (g) IN THE NATURE OF ACTUAL OR ALLEGED INVASION OF PRIVACY, RIGHTS OF PRIVACY OR PUBLICITY, TRADEMARK INFRINGEMENT, COPYRIGHT INFRINGEMENT, PATENT INFRINGEMENT (OR MISAPPROPRIATION OF ANY U.S. OR FOREIGN PATENT) ASSOCIATED WITH THE ACTS OR OMISSIONS OF ANY OF THE INSTITUTION GROUP OR ANY ACCOUNT OF AN AUTHORIZED USER IN CONNECTION WITH THE USE OF THE PLATFORM UNDER THE AGREEMENT, AND IN EACH CASE WILL INDEMNIFY AND HOLD HARMLESS THE MEMBERS OF THE BLATCHFORD GROUP FOR ANY DAMAGES, LOSSES, LIABILITIES, FINES, REASONABLE ATTORNEYS' FEES, EXPENSES, AND COSTS INCURRED BY THE MEMBERS OF THE BLATCHFORD GROUP WITH RESPECT TO THE FOREGOING.

10.3 Indemnification Procedures.

All indemnification obligations under Section 10 of this EULA are contingent on the relevant indemnitees (a) promptly giving the indemnifying Party written notice of the Claims against the indemnitees (provided, however, that a delay in notification shall excuse indemnification only to the extent such delay impairs the defense of such action), (b) giving the indemnifying Party sole control of the defense and settlement of the Claim against the indemnitees (except that the indemnifying Party may not settle any Claim against the indemnitees unless the settlement unconditionally and fully releases indemnitees of all liability and fault), and (c)

giving the indemnifying Party all reasonable assistance, at indemnifying Party's expense. Each Party reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the other Party. The indemnifying Party shall not in any event settle any such matter without the written consent of the indemnitees.

11. LIMITATION ON LIABILITY

11.1 Exclusion of Certain Damages.

EXCEPT FOR BREACHES OF SECTION 6 (CONFIDENTIALITY) OF THIS EULA, NO MEMBER OF THE BLATCHFORD GROUP SHALL BE LIABLE TO ANY MEMBER OF THE INSTITUTION GROUP FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR PENALTIES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST BUSINESS, LOST OR CORRUPT DATA, INACCURATE DATA, LOSS OF USE, BUSINESS INTERRUPTION, AND THE LIKE), HOWEVER IT ARISES, WHETHER FOR BREACH OF CONTRACT, IN TORT, OR FOR PRODUCTS LIABILITY, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR ANY MEMBER OF BLATCHFORD GROUP WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE. THE PARTIES ACKNOWLEDGE THAT AN INDEMNITY OBLIGATION HEREUNDER SHALL BE OWED REGARDLESS OF WHETHER OR TO WHAT EXTENT THE UNDERLYING THIRD-PARTY CLAIM SEEKS RECOVERY OF CONSEQUENTIAL OR OTHER INDIRECT DAMAGES, AND SHALL NOT BE LIMITED BECAUSE THE UNDERLYING THIRD-PARTY CLAIM INCLUDES AN ASSERTED RIGHT TO RECOVER CONSEQUENTIAL OR ANY OTHER INDIRECT DAMAGES.

IN NO EVENT WILL ANY MEMBER OF THE Blatchford GROUP BE LIABLE TO INSTITUTION OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE PLATFORM; DELAYS, INTERRUPTION, OR LOSS OF SERVICES; LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION, OR SHUTDOWN; FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION; FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION; SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION; OR BREACHES IN SYSTEM SECURITY, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT Blatchford WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2 Limitation of Liability.

THE AGGREGATE LIABILITY OF THE BLATCHFORD GROUP ARISING OUT OF OR RELATED TO THE AGREEMENT SHALL BE LIMITED TO THE FEES PAID BY INSTITUTION UNDER THE AGREEMENT. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT, TORT, OR PRODUCTS LIABILITY AND REGARDLESS OF THE THEORY OF LIABILITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT WILL ANY OF THE BLATCHFORD GROUP BE LIABLE TO INSTITUTION GROUP FOR ANY LOSSES, COSTS, DAMAGES, FINES, CHARGES, OR EXPENSES RESULTING FROM LOSS, MISAPPROPRIATION, UNAUTHORIZED ACCESS TO, OR MODIFICATION OF DATA BY ANY THIRD PARTY; FROM MISTAKES, OMISSIONS, OR DELAYS IN TRANSMISSION OF INFORMATION; FROM INTERRUPTIONS IN TELECOMMUNICATIONS CONNECTIONS TO THE PLATFORM, VIRUSES, OR FAILURES OF PERFORMANCE; FROM THE IMPACT OF THE PLATFORM ON INSTITUTION'S SYSTEMS; OR FOR THE INTERCEPTION OR COMPROMISE OF THE PLATFORM INCLUDING, WITHOUT LIMITATION, THE NETWORK OR ANY RECORD OR OTHER COMMUNICATIONS PROVIDED BY INSTITUTION, ANY AUTHORIZED USER, OR ANY OF THE BLATCHFORD GROUP UNDER THE AGREEMENT. THE PROVISIONS OF SECTIONS 9, 10.1, AND 11 OF THIS EULA CONSTITUTE EVERY MEMBER OF THE INSTITUTION GROUP'S SOLE AND EXCLUSIVE REMEDY,

AND EVERY MEMBER OF THE BLATCHFORD GROUP'S SOLE AND EXCLUSIVE LIABILITY UNDER THE AGREEMENT.

11.3 Allocation of Risk.

EACH PARTY UNDERSTANDS AND AGREES THAT THE REMEDIES, EXCLUSIONS, AND LIMITATIONS HEREIN ALLOCATE THE RISKS FROM THE PROVISION, RECEIPT, AND USE OF THE PLATFORM BETWEEN THE PARTIES AS AUTHORIZED BY THE UNIFORM COMMERCIAL CODE, OTHER APPLICABLE LAWS, OR BOTH. THE ACCESS RIGHT GRANTED HEREIN REFLECTS, AND IS SET IN RELIANCE UPON, THIS ALLOCATION OF RISK AND THE WARRANTY DISCLAIMERS, EXCLUSION OF CONSEQUENTIAL DAMAGES AND LIMITATIONS OF LIABILITY SET FORTH IN SECTIONS 9, 10.1, AND 11 OF THIS EULA SET OUT BLATCHFORD GROUP'S ENTIRE COLLECTIVE FINANCIAL LIABILITY TO INSTITUTION WITH RESPECT TO ANY BREACH OF THE AGREEMENT, ANY USE MADE BY INSTITUTION OF THE PLATFORM AND ANY REPRESENTATION, STATEMENT, TORTIOUS ACT, OR OMISSION (INCLUDING NEGLIGENCE) ARISING UNDER OR IN CONNECTION WITH THE AGREEMENT.

12. TERM; TERMINATION.

12.1 Term.

This EULA shall remain in effect for the duration of the term of the Agreement ("Term"), unless sooner terminated in accordance with the terms and conditions of this Section 12.

12.2 Termination by Blatchford for Material Breach.

Blatchford may terminate the Agreement and all rights (including the Access Right) granted hereunder if (a) Institution or an Authorized User is in material breach hereunder and has not cured the breach within five (5) days after written notice to Institution specifying the breach; (b) Institution admits it is unable to pay its debts as they become due, ceases to do business itself or through a successor, or becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors; or (c) an indemnifiable Claim (as set forth in Section 10.2 of this EULA) is brought against Blatchford by a third-party. In the event that Institution ceases business, Blatchford shall have no further obligations under the Agreement and Blatchford need not refund to Institution any fees paid by Institution to Blatchford under the Agreement. Termination of this EULA shall operate to terminate the Agreement, and termination of the Agreement shall operate to terminate this EULA.

12.3 Effects and Duties upon Termination.

Termination or expiration of the Agreement will not affect the obligations of the Parties with respect to Confidential Information that was disclosed hereunder prior to termination, which shall remain subject to the provisions of the Agreement. In the event of termination or expiration of the Agreement, the Access Right immediately expires and terminates, and Institution and all Authorized Users are immediately prohibited from accessing the Platform, and Institution shall destroy all copies of Documentation in its possession, custody, or control. Except as set forth in this Section 12.3 upon Disclosing Party's written request upon expiration or termination of the Agreement (or at any earlier time upon written request by the Disclosing Party), the Receiving Party will promptly deliver to the Disclosing Party all originals and copies of all the Disclosing Party's Confidential Information and all documents, records, data, and materials containing such Confidential Information in the Receiving Party's possession, custody, 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 except to the extent such systems retain such information in the ordinary course of business for back-up and record retention purposes, in which case such Confidential Information will continue to be subject to the terms of the Agreement. The arrangements set forth in this Section 12.3 shall be without prejudice to the other rights and remedies of the Parties under the Agreement.

12.4 Survival.

Institution's obligation to pay all amounts due Blatchford under the Agreement and those provisions of this EULA which by their terms provide for rights or obligations to continue after termination of this EULA, including, but not limited to, Sections 1, 2.1, 3.2, 3.6, 3.8, 3.11, 3.12, 5.1, 5.3, 5.5, 6 through 12, and 13.1 through 13.15 of this EULA shall survive the expiration or termination of the Agreement or is EULA for any reason.

13. GENERAL PROVISIONS

13.1 Insurance.

Institution agrees to maintain, at its own cost and expense, sufficient insurance coverage as shall be necessary to insure Blatchford and its officers, directors, employees, agents and/or subcontractors against any and all claims of any nature that may arise from Institution's performance under the Agreement.

13.2 Choice of Law.

The Agreement shall be governed by and interpreted under the laws of the State of Ohio, without regard to its rules regarding conflicts of law. The Parties hereby disclaim the application of the United Nations Convention on the International Sale of Goods.

13.3 Dispute Resolution.

Any dispute arising out of or in connection with the Agreement or other agreements and arrangements connected to or being the result of the Agreement, shall be escalated initially to the Managing Director of Blatchford and a senior representative of Institution (or their respective nominees) to be settled and if possible to be resolved by them within 45 business days of the matter being referred to them. If the Parties cannot resolve the dispute within such period, the dispute shall be referred to and finally resolved by the courts of Ohio, who shall have exclusive jurisdiction. The Parties consent to the personal and exclusive jurisdiction of courts located in Ohio. In any litigation, arbitration or other proceedings arising out of or related to the Agreement, the prevailing Party shall be entitled to receive its reasonable attorney's fees and reasonable costs and expenses. Nothing in this Section shall prevent either Party from seeking an interim injunction in respect of a breach of the Agreement.

13.4 Assignment.

Institution may not assign or sublicense, without the prior written consent of Blatchford, its rights, duties, or obligations under the Agreement to any person or entity, in whole or in part except that Institution may assign the Agreement to any person or entity that acquires all or substantially all of Institution's assets or business, provided that any such successor or assignee agrees to perform and assume Institution's duties under the Agreement. Blatchford may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise

transfer all or any of its obligations or performance, under the Agreement without Institution's consent. All assignments, delegations, sublicenses, and transfers not permitted by the Agreement shall be null and void and of no force or effect.

13.5 Notice.

All notices to Blatchford required or permitted by the Agreement shall be given in writing and personally delivered, sent by facsimile or mailed by registered or certified mail, postage prepaid and return receipt requested, to Blatchford's addresses below, or to any other address designated by Blatchford in accordance with the provisions of this paragraph. All notices shall be deemed delivered when actually received if personally delivered, on the next business day following the day that they are sent by facsimile, or ten (10) days after having been placed in the mail, addressed in accordance this paragraph. All notices shall be delivered to Blatchford at the addresses set forth below:

BLATCHFORD, INC.
Miamisburg, OH 45342
Email: information.security@blatchford.co.uk
Attn: Data Protection Officer

13.6 No Agency.

The parties acknowledge and agree that Institution is engaged in the operation of its own business. The parties do not intend by entering into the Agreement to create a partnership, joint venture, agency, or any other such relationship. Nothing in the Agreement shall be construed to expressly or impliedly create such a partnership, joint venture, agency or other relationship and nothing in the Agreement authorizes Institution to make any contract, agreement, warranty, or representation on behalf of Blatchford. Each of the Parties warrants and represents that it has not and will not hold itself out as a representative, agent, servant, or employee of the other Party for any purpose. Each Party assumes sole responsibility for fully complying with laws applicable to its own personnel, none of whom shall be deemed employees or agents of the other Party.

13.7 Severability.

If any provision of the Agreement is declared by an arbitrator or court of competent jurisdiction, from which there is no appeal, to be invalid, illegal, or unenforceable, the Agreement shall be construed as though such provision or provisions did not appear herein, and the remaining provisions of the Agreement shall continue in full force and effect. In the event of such invalidity, illegality or unenforceability, the parties shall enter into good faith negotiations in order to agree on a replacement for each such invalid, illegal or unenforceable provision with a valid, legal and enforceable provision that, from an economic viewpoint, most nearly and fairly approximates the effect and intent of the original invalid, illegal or unenforceable provision.

13.8 Export.

Institution shall not, and shall not permit an Authorized User to, export or re-export the Platform without appropriate United States and/or foreign government licenses, and Institution shall, and shall require Authorized Users to, comply with all applicable export and import laws and regulations with respect thereto. Institution may not use the Platform if

Institution is the subject of U.S. sanctions or of sanctions consistent with U.S. law imposed by the governments of the country where Institution is using the Platform.

13.9 Force Majeure.

Neither Party shall be liable for nonperformance, delay, failure of delivery, errors, data loss or other loss arising out of causes beyond its reasonable control including acts of God, war or other hostilities, civil disorder, national emergency, strikes, lockouts, unavailability of supplies, non-use of product, flood, criminal acts, intentional acts by a non-Party, epidemics, pandemics, Internet outages, earthquake or other natural disaster or force of nature, explosion, embargo or any law, regulation, or other act or order of any court, government or governmental agency; provided that Institution shall always be obligated to pay the Fees in accordance with the Agreement.

13.10 Headings.

The subject headings of the Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any provision hereof.

13.11 No Third Party Beneficiaries.

The Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person or entity (including any Authorized User) any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of the Agreement.

13.12 Amendment; Waivers.

The Agreement may only be amended, modified, extended, or supplemented in writing and executed by a duly authorized representative of each Party. No Institution purchase order or other communication shall operate to amend the Agreement unless Blatchford specifically agrees to an amendment in writing. No waiver by either Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise or enforce, or delay in exercising or enforcing, any right, remedy, power, privilege, or term arising from the Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, privilege, or term hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, privilege, or term.

13.13 Interpretation.

For purposes of the Agreement: (a) the words "include," "includes", and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto", and "hereunder" refer to the Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references herein: (x) to Sections, Annexes, Schedules, and Exhibits refer to the Sections of, and Annexes, Schedules, and Exhibits attached to, the Agreement, and references to Sections in this EULA refer to Sections in the EULA unless otherwise stated; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and

any regulations promulgated thereunder. The Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of the Agreement to the same extent as if they were set out verbatim herein.

13.14 Cumulative Rights.

All rights and remedies provided in the Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise.

13.15 Marketing and Logos.

Either Party may include the other Party's name and/or logo in customer or vendor lists. In addition, Blatchford may refer to Institution's receipt of the Platform in its marketing materials and on its websites and social media as well as in discussions with Blatchford's customers, prospective customers, and for legitimate business purposes.

13.16 Audits.

Blatchford shall have the right upon prior notice to Institution and during regular business hours to audit Institution's facilities, records, and use of the Platform or Documentation to verify that Institution is at all times in compliance with the Agreement. In the event that Blatchford can establish or any audit reveals that Institution has knowingly failed to comply with the terms of the Agreement, Institution shall: (a) pay Blatchford for the additional subscription fees of the Platform; and (b) reimburse Blatchford for the costs incurred by Blatchford in establishing the existence of unauthorized copies or to perform such audit.

Last Updated: 15 September 2026