

SAFEDOSE INCORPORATED
2023 ENTERPRISE LICENSE AGREEMENT

This ENTERPRISE LICENSE AGREEMENT (“**Agreement**”) is made and entered into as of the signature date of the Ordering Document (“**Effective Date**”) by and between SafeDose, Incorporated, a Massachusetts company (“SAFEDOSE, INC”), and Licensee, as defined on the Ordering Document.

1. BACKGROUND.

SAFEDOSE, INC, Inc has developed certain proprietary software-as-a-service and related software application(s) described below. Licensee desires to subscribe for the use of the Licensed Products from SAFEDOSE, INC for use by Licensee and its staff, and SAFEDOSE, INC desires to make the Licensed Products available to Licensee for such purposes, all subject to the following terms and conditions.

The “**Licensed Product(s)**” for which this Enterprise License Agreement is provided are the products and services listed in Ordering Document from SAFEDOSE, INC’s SafeDose line of products and services. The licenses are for an unlimited number of users located at the locations identified in the Ordering Document. Additional “Optional Products” may be listed in the Ordering Document which may be ordered by Licensee in the future and if so ordered will become a Licensed Product.

Additional Authorized Locations may be subscribed for by Licensee during the Term at a rate equivalent to the currently contracted fee rate for such items. See Section 3(c) below.

2. LICENSES AND RESTRICTIONS.

(a) Licensee’s and its Users’ (defined in Section 2(b) below) rights to use the Licensed Product is subject to the following restrictions, and SAFEDOSE, INC may limit any use outside of such restrictions. Licensee shall not use, nor permit the use, of the Licensed Products other than by Users at the Authorized Location(s). Licensee shall not permit the use of the Licensed Products by anyone other than Users. The number of Users who may be Users of the Mobile App at any one time is limited to the Number of Licenses indicated above.

(b) Subject to the above and the other terms and conditions of this Agreement, SAFEDOSE, INC will provide Licensee and its employees, consultants and agents whom Licensee deems qualified and necessary or appropriate to use the Licensed Products (Licensee’s “**Users**”) with access to the Licensed Products subject to the limitations provided in clause (a) above, with the maximum number of Users hereunder being provided access limited to the Number of Licenses. The date on which SAFEDOSE, INC provides Licensee with access and ability to use the Licensed Products is the “**Initialization Date.**” SAFEDOSE, INC reserves all rights not expressly granted in this Agreement, and no licenses are granted by estoppel, implication or otherwise.

(c) Licensee agrees that it will not, nor will it permit any Users or other third party(ies), in whole or in part, to: (i) disassemble, decompile, reverse engineer or translate into another computer language the Licensed Products, (ii) copy or otherwise reproduce the Licensed Products, or ‘scrape’ the Licensed Products for the information conveyed thereby, (iii) except as expressly authorized herein, remove, modify or otherwise tamper with notices or legends on the Licensed Products, (iv) create derivative works from, adapt, modify, change, improve, or enhance the Licensed Products, or (v) distribute, sell, license, sublicense, rent, sub-subscribe, lease, or otherwise transfer by any means or in any form, by operation of law or otherwise, the Licensed Products or use thereof, without SAFEDOSE, INC’s prior written consent.

(d) Licensee agrees that it shall not, directly or indirectly, develop, integrate, license or sell any product that is based upon or incorporates SAFEDOSE, INC’s Proprietary Information.

(e) Licensee acknowledges that Users of the Licensed Products may be required to agree to additional terms and conditions upon logging into or using the Licensed Products (or downloading, installing or opening the mobile application).

3. FEES.

(a) Licensee shall pay the initial Annual Subscription Fee and all other Fees hereunder no later than 30 days from execution of this Agreement. This payment covers in advance licenses hereunder (up to the Number of Licenses set forth above) for one year from the Initialization Date (a “**Term Year**”). Thereafter, Licensee shall pay the Annual Fee for future Term Years upon invoice, which SAFEDOSE, INC may send to Licensee no earlier than 45 days prior to the end of the then-current Term Year.

(b) If Licensee fails to pay fees hereunder on a timely basis, SAFEDOSE, INC may, in addition to any other rights and remedies hereunder or at law, suspend access to the Licensed Products for the Licensee and its Users until such fees are paid. Late fees shall bear interest at the rate of 1.0% per month on amounts outstanding from the date on which such fee was to have been paid until paid with interest.

(c) During the Term hereof, Licensee may subscribe for the use of the Licensed Products at other locations or by more Users in excess of the Number of Licenses initially provided hereunder at the rate currently in effect hereunder for such licenses. Upon notice to SAFEDOSE, INC and agreement to payment terms, the Authorized Locations and/or Number of Licenses hereunder shall be added to or increased.

4. TERM AND TERMINATION.

This Agreement will commence on the Effective Date and shall continue in full force and effect through the Initialization Date for the Term agreed in the Ordering Document and shall automatically renew for additional subsequent Term Years (on a repeating one-year basis), unless earlier terminated as provided in this Section 4.

(a) Either party may elect to re-negotiate or to not renew this Agreement beyond the end of the current Term Year by written notice to the other party of such non-renewal at least sixty (60) days prior to the end of the then current Term Year, in which case the Agreement shall terminate upon expiration of the current Term Year.

(b) This Agreement may be terminated by either party upon a breach hereof by the other party if the party seeking to terminate provides the breaching party with written notice of such breach and the breaching party fails to cure its breach within ten (10) days.

(c) This Agreement may be terminated by mutual agreement of the parties.

(d) In addition to termination of the Agreement, SAFEDOSE, INC may terminate or suspend providing services to any unauthorized Users or to any Users who have violated the terms hereof or of terms and conditions they have agreed to separately, without terminating the entire Agreement and without resulting in a decrease to the fees payable hereunder.

(e) Upon termination of this Agreement for any reason, Licensee and its Users shall immediately cease its use of Licensed Products and any of its components, in whole or in part.

5. RESPONSIBILITIES OF LICENSEE.

Licensee is responsible for ensuring that the physical environment, including necessary related endpoint equipment, is available for operation of the Licensed Products. Licensee will control and limit or cause to be controlled and limited the use of the Licensed Products for the specific purposes authorized in Section 2.

6. REPRESENTATIONS AND WARRANTIES.

Licensee warrants and represents that (i) prior to using the Licensed Products it will read all instructions and warnings applicable to the Licensed Products, (ii) the Licensed Products will be used in accordance with applicable instructions and warnings and (iii) the Licensed Products will only be operated and handled by Licensee’s contractors or employees who are qualified in the operation of like software and who have been properly trained in the use of the Licensed Products and advised of all applicable warnings and instructions. Licensee acknowledges

that such instructions and warnings contain information necessary for the safe and proper operation of the Licensed Products.

7. WARRANTY DISCLAIMER.

EXCEPT AS EXPRESSLY PROVIDED OTHERWISE HEREIN, SAFEDOSE, INC MAKES NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS TO LICENSEE WITH RESPECT TO THE LICENSED PRODUCTS, THE DOCUMENTATION THEREOF, OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF NONINFRINGEMENT, AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

8. LIMITATION OF LIABILITY AND RIGHTS; INDEMNIFICATION.

(a) NEITHER SAFEDOSE, INC NOR ITS MEMBERS, MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES OR OTHER AGENTS SHALL HAVE ANY LIABILITY TO LICENSEE, ITS USERS, ITS CUSTOMERS OR PATIENTS OF THE FOREGOING, WHETHER IN CONTRACT, TORT, OR NEGLIGENCE, FOR ANY LOST PROFITS OR SYSTEMS INTERRUPTION OR DAMAGE, BUSINESS INTERRUPTION, OR FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THE LICENSED PRODUCTS OR THIS AGREEMENT.

(b) WITHOUT LIMITING THE FOREGOING, NEITHER SAFEDOSE, INC NOR ANY OF ITS MEMBERS, MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES OR OTHER AGENTS SHALL HAVE ANY LIABILITY FOR ANY CLAIM, LOSS, DAMAGE OR EXPENSE BASED UPON LICENSEE'S, ITS USERS' OR ITS CUSTOMERS' USE OR INABILITY TO USE THE LICENSED PRODUCTS OR THAT OTHERWISE MAY ARISE IN RELATION TO THIS AGREEMENT.

(c) LICENSEE SHALL INDEMNIFY, DEFEND AND HOLD SAFEDOSE, INC, ITS AFFILIATES, SUCCESSORS AND ASSIGNS AND THEIR RESPECTIVE MEMBERS, MANAGERS, EMPLOYEES, OFFICERS, DIRECTORS, EMPLOYEES AND OTHER AGENTS FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, DAMAGES COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES) IN CONNECTION WITH ANY CLAIM, DEMAND, ALLEGATION, ACCUSATION OR ACTION BASED UPON, RESULTING FROM OR RELATED TO LICENSEE'S, ITS USER'S, ITS CUSTOMER'S OR PATIENTS OF THE FOREGOING'S: (I) INTENTIONAL ACT, OMISSION, MISREPRESENTATION OR VIOLATION OF LAW, (II) USE OR MISUSE OF THE LICENSED PRODUCTS AND (III) BREACH OF ANY OF LICENSEE'S WARRANTIES, REPRESENTATIONS OR OBLIGATIONS UNDER THIS AGREEMENT.

(d) LICENSEE ACKNOWLEDGES AND AGREES THAT THE CLINICAL INFORMATION DESCRIBED AND RECOMMENDED VIA THE LICENSED PRODUCTS IS BASED ON STANDARD SOURCES AND CONSULTATION WITH NURSING, MEDICAL AND PHARMACEUTICAL AUTHORITIES AND IS TO BE USED BY TRAINED MEDICAL PERSONNEL AS A REFERENCE RESOURCE ONLY. TO THE BEST OF SAFEDOSE, INC'S KNOWLEDGE, THESE MATERIALS REFLECT CURRENTLY ACCEPTED PRACTICE. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE LICENSED SOFTWARE IS NOT INTENDED TO BE USED FOR PATIENT DIAGNOSIS OR AS A SUBSTITUTE FOR TRAINED MEDICAL ADVICE, DECISION-MAKING OR EXPERTISE AND THAT FOR INDIVIDUAL APPLICATIONS, ALL RECOMMENDATIONS NEED TO BE CONSIDERED BY A TRAINED PROFESSIONAL UTILIZING HIS OR HER OWN PROFESSIONAL JUDGMENT IN ORDER TO MAKE FINAL DECISIONS. FURTHER, ALL RECOMMENDATIONS SHOULD BE CONSIDERED IN LIGHT OF THE PATIENT'S CONDITION AND ALSO IN LIGHT OF THE LATEST MEDICATION PACKET INSERT INFORMATION. SAFEDOSE, INC AND ITS AUTHORS AND PUBLISHERS DISCLAIM RESPONSIBILITY FOR ADVERSE EFFECTS RESULTING DIRECTLY OR INDIRECTLY FROM APPLICATION OF THESE MEDICATIONS, OR FROM KNOWN COMPLICATIONS OF TREATMENT.

9. PROPRIETARY INFORMATION.

(a) Licensee acknowledges that the Licensed Products and all documentation thereof are commercially valuable, proprietary products of SAFEDOSE, INC, the design and development of which reflect the effort of skilled development experts, the investment of considerable time and money. The Licensed Products also contain Proprietary Information. For purposes of this Agreement: “**Proprietary Information**” means, except to the extent expressly excluded in Section 9(c) below, all proprietary and nonpublic information of SAFEDOSE, INC or its Licensed Products, including without limitation, the compilation and/or of information which may be wholly or partially available publicly through various sources, but which SAFEDOSE, INC has compiled. Proprietary Information of SAFEDOSE, INC also includes its software code, software architecture, features and functionality of its software.

(b) Licensee agrees to hold the Proprietary Information in confidence and not to, directly or indirectly, copy, reproduce, distribute, transmit, duplicate, reveal, report, publish, disclose, cause to be disclosed, or otherwise transfer the Proprietary Information to any third party, or utilize the Proprietary Information for any purpose whatsoever other than as expressly contemplated by this Agreement. Licensee represents and warrants that it shall only permit access to the Licensed Products by Users with whom Licensee has existing, enforceable confidentiality or nondisclosure agreements which would cover the Proprietary Information hereunder and provide protections for such Proprietary Information at least as protective as those provided by this Agreement. Only Licensee and its Users are authorized to access and use the Licensed Products. Upon the termination of this Agreement, Licensee and its Users shall cease all use of the Proprietary Information and return to SAFEDOSE, INC all materials comprising or containing Proprietary Information, retaining no copies thereof.

(c) “**Proprietary Information**” will not include any information to the extent that it (i) was publicly known and made generally available in the public domain before SAFEDOSE, INC disclosed it to the Licensee; (ii) becomes publicly known and made generally available in the public domain after disclosure by SAFEDOSE, INC to the Licensee through no action, omission, or fault of the Licensee; (iii) is already rightfully in the possession of the Licensee at the time of disclosure by SAFEDOSE, INC; (iv) is rightfully obtained by the Licensee from a third party free of any confidentiality obligation and without a breach by such third party of any confidentiality obligation; or, (v) is independently developed by the Licensee without use of or reference to the SAFEDOSE, INC’s Proprietary Information and without breach of this Agreement. However, the compilation, presentation and method of access of information which may be publicly available in whole or in part from various sources, is considered Proprietary Information of SAFEDOSE, INC, even if some or all of such information may be available separately in other sources or in other formats.

10. DATA.

SAFEDOSE, INC acknowledges and agrees that except as otherwise set forth herein, all information, transactional and other data generated by Licensee under this agreement is owned exclusively by the Licensee (the “Licensee Data”). SAFEDOSE, INC shall not sell, market or commercialize Licensee Data (excluding the Usage Data as defined below) or otherwise disclose Licensee Data in any manner unrelated to the performance of SAFEDOSE, INC’S obligations under this Agreement. Notwithstanding the foregoing, Licensee hereby acknowledges and agrees that SAFEDOSE, INC shall own and be entitled to collect, use, sell, market or commercialize any and all data associated with Licensee’s use of the Licensed Products (including but not limited to medication dosing and administration information) (the “Usage Data”), provided such data is anonymized at the time of use or disclosure.

11. INJUNCTIVE RELIEF.

Licensee agrees that any violation or threat of violation of this Agreement hereof will result in irreparable harm to SAFEDOSE, INC, for which damages would be an inadequate remedy. In addition to any rights and remedies otherwise available at law, SAFEDOSE, INC shall be entitled to seek equitable relief to prevent any unauthorized use or disclosure, and to such other and further equitable relief as may be deemed proper under the circumstances.

12. SURVIVAL.

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement (including without limitation the provisions of Sections 4 through 15 and the obligation to pay any fees accruing prior to termination) shall so survive.

13. ENTIRE AGREEMENT.

This Agreement and the Ordering Document represents the entire understanding of the parties concerning the subject matter hereof and supersedes all prior communications and agreements, whether oral or written, relating to the subject matter of this Agreement.

Appendix A – SafeDose Technology Summary

- SafeDose is a stand-alone, web-based, online reference tool for weight-based and other pediatric medication dosing information
- SafeDose does not access or use PHI
- SafeDose does not integrate with your EHR, or any other applications or databases on your network
- SafeDose does not collect or store individual user identification
- The only data SafeDose generates, and reports upon is application-specific functionality and medications accessed by weight and indication. This anonymous data is leveraged for benchmarking reporting
- SafeDose is hosted on Amazon Web Services (AWS) and leverages the commonly accepted AWS Well-Architected Framework architectural principles for application hosting and associated data (<https://docs.aws.amazon.com/wellarchitected/latest/framework/welcome.html>)