

## **RENDIA, INC.**

### **SOFTWARE LICENSE AGREEMENT**

This Agreement is a contract between You and Rendia, Inc. (“Rendia”), which covers your acquisition and use of Rendia Services. If you do not agree to the terms of this Agreement, then do not log in to, install, download the app or otherwise use the Services. By explicitly accepting this Agreement, however, or by accessing, installing, copying, downloading, or otherwise using the Services, you are acknowledging and agreeing to be bound by the following terms. Your continued acceptance and compliance with this Agreement is a condition precedent to Your right to use the Services.

#### **1. DEFINITIONS**

“Agreement” means this Software License Agreement.

“Content” means information created or obtained by Rendia, including videos, images, and scripts, which are provided to You and any content that You upload to or otherwise display using the Software.

“Documentation” means online or printed user guides, documentation, and help and training materials related to the Services.

“Order Form” means a document completed by You specifying the Services requested to be provided.

“Intellectual Property Rights” means all intellectual property rights, including, without limitation, patent, copyright, trademark, design, layout, scripts and trade secrets.

“Services” means the products and services ordered by You via an Order Form, under a free trial, or otherwise requested by You and made available by Rendia, including all use of the Software and access to the Content, Documentation, and associated offline components, media, printed materials, and electronic documentation.

“Software” means the Rendia proprietary application distributed by Rendia as more specifically described in the Order Form.

“Updates” means a modification, error correction, bug fix, new release, or other update to or for the Services.

“User” means an individual authorized to use the Services, including one to whom Rendia has supplied a user name and password.

“We,” “Us” or “Our” means Rendia, Inc.

“You” or “Your” means the company or other legal entity specified in the Order Form as the individual or entity wishing to receive Services and all of Your Users. Your subsidiaries and affiliates are not included unless specifically noted on the Order Form.

## **2. YOUR RELATIONSHIP WITH RENDIA**

Subject to Your strict compliance with the terms and conditions of this Agreement including payment in full of all license and other fees and charges, Rendia grants to You a limited, nonexclusive, nontransferable license, as follows:

1. to use the Services solely for Your internal business operations in the ordinary course of business, consistent with the use limitations specified or referenced in this Agreement and the Documentation. The license granted hereunder shall extend to Your employees and Your and their patients authorized to have access to the Software who have accepted any additional terms of service (such as an End User License Agreement (EULA)) as a pre-condition to access to the Software. You may not sublicense, rent or lease the Software, use the Software for third-party training, commercial time-sharing or service bureau use or processing data of any other entity, or otherwise permit any third person or party (including non-employee participants in Your professional network, each of whom must enter into a separate license agreement with Rendia in order to access the Software) to access or use Software, other than as expressly permitted under this Agreement;
2. to use the Documentation, if any, provided with the Software solely in support of Your authorized use of the Services;
3. to allow third parties to use the Content solely for the benefit of You in support of Your authorized use of the Services or as an intended recipient of the Content, so long as such use is in accordance, and such third parties comply, with the terms of this Agreement and any other terms and conditions applicable to their use. You hereby indemnify, defend and hold Rendia harmless for all acts and omissions of each third party.

## **3. ACCEPTING THE TERMS**

By clicking “I agree” when shown this Agreement, signing an Order Form or by otherwise using the Services, you have accepted the terms of this Agreement.

You may not use the Services and may not accept the terms of this Agreement if (1) you are not of legal age to form a binding contract with Rendia, (2) you are a person barred from using the Services under the laws of the United States or other countries including the country in which you are resident or from which you use the Services, or (3) you are not a doctor, physician, employee, staff member, associate or affiliate of a health care or medical practice.

## **4. USE OF SERVICES AND CONTENT**

**4.1 Your Responsibilities.** Rendia is only responsible for providing the Services. Rendia has no obligation to support and maintain and specifically disclaims any liability for any Content, including but not limited to any content that You upload to or otherwise display using the Software and for any use of such content or reliance upon such content by any third party. For

clarity, Rendia acts as a passive conduit and does not maintain or store any material including but not limited to any medical records. As between You and Rendia, You are solely subject to applicable laws regarding privacy, data security, confidentiality, transmission, retention, and deletion of patient records.

You will (1) be responsible for Users' compliance with this Agreement, (2) use commercially reasonable efforts to prevent unauthorized access to or use of Services, and notify us promptly of unauthorized access or use, and (3) use Services only in accordance with the Documentation and applicable laws and government regulations. Your log-in credentials are specific to You and You are prohibited from sharing such credentials with unauthorized third parties. You shall be responsible for payment of all additional license fees due for any unauthorized usage of the Services based on Your actions.

You will be solely responsible for the professional, advisory, analytical, and technical services you provide using the Software. Rendia makes no representation concerning the completeness, accuracy, availability or utility of any information provided by using the Services, or concerning the qualifications or competence of individuals creating any Content. Rendia has no liability for the consequences to You or any third party for use of any Content, Services and the Software.

Notwithstanding the foregoing, You shall be solely responsible for: (i) procuring, at Your expense, the necessary environment at Your location(s) to use the Software via the Internet or otherwise, including, without limitation, all computer hardware, software and equipment, Internet access and telecommunications services ("Your Systems"); (ii) complying with all laws, rules and regulations related to Your use of Software including but not limited to all laws relating to maintenance of privacy, security and confidentiality of patient and other health information and the prohibition on the use of telecommunications facilities and other mediums to transmit illegal, obscene, threatening, libelous, harassing, or offensive messages or otherwise unlawful material; (iii) keeping Your user name and password secret and confidential, and, for any communications or transactions that are made, requiring the same of end users; (iv) ensuring that the intended recipient of any information you transmit is the actual recipient of such information and obtaining any parental consents or other consents as necessary (v) changing Your user name and password if You believe the same has been stolen or might be misused; (vi) maintaining appropriate information security tools, technologies, firewalls, antivirus, spyware, etc. and other technical and administrative precautions to preserve and protect any confidential or protected information, including but not limited to any protected health information (PHI) accessible through or from Software.

**4.2 Usage Restrictions.** You will not (1) make any Service or Content available to, or use any Service or Content for the benefit of, anyone other than You or your Users, (2) sell, resell, license, sublicense, distribute, rent or lease any Service or Content, (3) use a Service to store or transmit infringing, libelous, or otherwise unlawful or tortuous material, or to store or transmit material in violation of third-party privacy rights, (4) interfere with or disrupt the integrity or performance of any Service, (5) attempt to gain unauthorized access to any Services or Content in a way that circumvents a contractual usage limit or a limit as to simultaneous logins, (6) copy a Service or Content or any part, feature, function or user interface thereof, (7) access any

Service or Content in order to build a competitive product or service, or (8) reverse engineer any Service.

4.3 Removal of Content. We may remove any Content at our discretion without notice to You. Upon Our request, You must delete any Content requested to be deleted to which You have access.

## **5. FEES AND PAYMENT FOR PURCHASED SERVICES**

5.1 Fees. You will pay all fees specified in the Order Form and any other fees owed by You as specified by Rendia. Except as otherwise specified herein or in an Order Form, (1) fees are based on Services purchased (which may be limited to a certain number of simultaneous logins) and not actual usage, (2) payment obligations are non-cancelable and fees paid are non-refundable, and (3) quantities purchased cannot be decreased during the relevant subscription term.

5.2 Invoicing and Payment. You will provide Us with valid and up-to-date credit card information, or with a valid purchase order or alternative document reasonably acceptable to Us. If You provide credit card information to Us, you authorize Us to store your credit card information and charge such credit card for all Services listed on the Order Form for the initial subscription term and for any renewal subscription terms as set forth in Section 10.2. You also authorize Rendia to charge you for sales tax as required by law. Such charges will be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

5.3 Overdue Charges. If any invoiced amount is not received by Us by the due date, then without limiting Our rights or remedies, those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.

5.4 Future Functionality. You agree that Your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written comments made by Us regarding future functionality or features.

## **6. PROPRIETARY RIGHTS AND LICENSES**

6.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder, We reserve all of Our right, title and interest in and to the Services and Content, including all of Our related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

6.2 Limited License by Us to Use Content and Services. We grant to You a non-exclusive, non-transferable license to use the Services and Content pursuant to Order Forms, subject to those Order Forms and this Agreement.

6.3 License by You to Use Feedback. You grant to Us a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Content and Services any suggestion,

enhancement request, recommendation, correction, or other feedback provided by You or Users relating to the Content or Services.

6.4. Restrictions. You will not copy or use the Content or Services (including the Documentation) except as expressly permitted in this Agreement. You will not, and will not permit any third party to, sublicense, rent, copy, modify, create derivative works of, translate, reverse engineer, decompile, disassemble, or otherwise reduce to human perceivable form any portion of the Content, Services or Documentation. You will not exceed the number of simultaneous logins included in the Services, if and as set forth on Your Order Form. In no event will You use the Content or Services for your product development or any other commercial purpose.

## **7. CONFIDENTIALITY**

7.1 Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, 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. Our Confidential Information includes the Services and Content and related trade secrets, know-how, inventions, techniques, processes, algorithms, and schematics, and Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, and product plans and designs disclosed by such party. However, Confidential Information does not include any information that (1) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (2) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (3) is received from a third party without breach of any obligation owed to the Disclosing Party, or (4) was independently developed by the Receiving Party.

7.2 Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) (1) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (2) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its legal counsel or accountants will remain responsible for such legal counsel's or accountant's compliance with this section 7.2.

7.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, 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, if the Disclosing Party wishes to contest the

disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

## **8. REPRESENTATIONS AND DISCLAIMERS**

8.1 Representations. Each party represents that it has validly entered into this Agreement and has the legal power to do so.

8.2 Disclaimers.

THE SOFTWARE, CONTENT, AND ANY PORTIONS THEREOF, ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND. RENDIA, INC. AND ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, CONTRIBUTORS AND THIRD PARTY PROVIDERS (THE "RENDIA, INC. RELATED PARTIES") DO NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS CONCERNING THE SOFTWARE AND CONTENT, AND SPECIFICALLY DISCLAIM ANY WARRANTY OR REPRESENTATION CONCERNING THE QUALITY, SAFETY, ACCURACY, RELIABILITY, COMPLETENESS, CURRENTNESS, OR FUNCTIONALITY OF THE SOFTWARE AND CONTENT. MOREOVER, RENDIA, INC. AND THE RENDIA, INC. RELATED PARTIES DO NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND/OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS WITH RESPECT TO THE SOFTWARE AND CONTENT. RENDIA, INC. AND THE RENDIA, INC. RELATED PARTIES ALSO DO NOT WARRANT THE SOFTWARE AND CONTENT TO BE FREE OF ANY ERROR OR DEFECT. YOU: (1) ASSUME THE ENTIRE RISK AS TO THE SUITABILITY, USE, RESULTS OF USE, PERFORMANCE, ACCURACY, COMPLETENESS, CURRENTNESS AND PERFORMANCE OF THE SOFTWARE AND CONTENT; (2) WAIVE ANY CLAIM OF DETRIMENTAL RELIANCE UPON THE SOFTWARE AND CONTENT; AND (3) AGREE TO INDEPENDENTLY VERIFY, THROUGH OTHER SOURCES, THE ACCURACY, COMPLETENESS AND CURRENTNESS OF THE CONTENT.

8.3 Medical Disclaimer. The Content, including narration, text, graphics, images, animations, and other material, is for informational purposes only. The Content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. You agree that all persons should be encouraged to seek the advice of a physician or other qualified health provider with any questions regarding a medical condition. We do not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned in the Content.

Notwithstanding the foregoing, We do not represent or warrant that the Services, Software or Content comply with the specific terms of any laws or implementing regulations, including but not limited to those applicable to medical practices and those pertaining to the collection, use and/or storage of personally identifiable information or protected health information (although We follow industry standard practices designed to protect integrity of Our database) including but not limited to HIPAA and HITECH Act. You are solely responsible that your intended and actual use of the Services complies with all laws and regulations applicable to You, Your business, Your use of the services, and the activities of any third parties.

## **9. LIMITATION OF LIABILITY**

9.1 Limitation of Liability. Our liability to You with respect to any incident arising out of or related to this agreement will not exceed the amount paid by You hereunder in the 12 months preceding the incident, provided that in no event will Our aggregate liability arising out of or related to this agreement exceed the total amount paid by You hereunder. The above limitations will apply whether an action is in contract or tort and regardless of the theory of liability.

9.2 Exclusion of Consequential and Related Damages. In no event will We have any liability to any party for any lost profits, revenues or indirect, special, incidental, consequential, cover or punitive damages, whether an action is in contract or tort and regardless of the theory of liability, even if a party has been advised of the possibility of such damages. The foregoing disclaimer will not apply to the extent prohibited by law.

## **10. TERM AND TERMINATION**

10.1 Term of the Agreement. This Agreement shall apply as long as you continue to use any Services or otherwise have access to any Software or Content.

10.2 Term of Purchased Subscriptions. The term of each subscription shall be as specified in the applicable Order Form. Subscriptions will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least one (1) month before the end of the relevant subscription term. For convenience and continuity, your subscription will continue indefinitely until cancelled by you. If you would like to terminate your service upon the conclusion of your next subscription period, you must provide written notice to Rendia on your practice's letterhead using the template provided by Rendia. Written notice should be sent to [renewals@rendia.com](mailto:renewals@rendia.com). After providing notice of termination, you may use your subscription until the end of your subscription term; your subscription will not be renewed. If after providing termination notice, you elect to continue your subscription, you will be eligible to subscribe at the then current pricing.

10.3 Termination for Cause. A party may terminate this Agreement for cause (i) upon one (1) month written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

10.4 Termination for Convenience. You may terminate this Agreement for convenience only within 30 days of accepting an Order Form. If You would like to terminate your Service for convenience, you must provide written notice to Rendia via email to renewals@rendia.com. After providing notice of termination, Rendia will refund all pre-paid fees.

10.5 Payment upon Termination. If this Agreement is terminated by Us for any reason, You will pay any unpaid fees covering the remainder of the term of all Order Forms. In no event will termination relieve You of Your obligation to pay any fees payable to Us.

## 11. GENERAL PROVISIONS

11.1 Giving Notice. Except as otherwise specified in this Agreement, all notices shall be in writing to: Rendia, Inc, 1820 Lancaster Street, Suite 110, Baltimore MD 21231, USA.

11.2 Governing Law and Jurisdiction. This Agreement, and all disputes arising out of or related thereto, shall be governed by and construed under the laws of the State of Maryland without reference to conflict of laws principles. All such disputes shall be subject to the exclusive jurisdiction of the state and federal courts located in Baltimore, Maryland, and the parties agree and submit to the personal and exclusive jurisdiction and venue of these courts.

11.3 Audit. You shall keep full, true and accurate records and accounts of each User having access to the Software. Promptly upon Rendia, Inc.'s request, You shall make records available for audit by Rendia, Inc. or its authorized representative. Any such audit shall be conducted during regular business hours either remotely or at Your facilities, in Rendia, Inc.'s sole discretion. Such audits shall not unreasonably interfere with Your business activities. If an audit reveals that You have underpaid fees to Rendia, Inc. or have provided unauthorized users with access to the Services, You shall be in breach of Your obligations under this Agreement and, in addition to all other rights of Rendia, Inc. under this Agreement, You shall pay upon demand all such fees plus interest accrued thereon. Rendia's failure to conduct an audit shall not constitute a waiver of its right to do so in the future. In addition, upon Rendia's request, You shall verify in writing that the Services are being used in strict accordance with the terms of this Agreement.

11.4 Third Party Products. The decision to acquire hardware, web applications, transmission services (in any form), supplies or service from parties other than Rendia, Inc. ("Third Party Products") is solely Yours, even if Rendia, Inc. assists in the identification, evaluation or selection of them. Rendia, Inc. is not responsible for, and expressly disclaims liability for, performance or quality of Third Party Products or their suppliers, including but not limited to any hardware, and their failure will not affect Your obligations to Rendia, Inc.

RENDIA, INC. ASSUMES NO RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE SOFTWARE OR ANY CONTENT, INCLUDING CONTENT THAT ARE REFERENCED BY OR LINKED TO THIRD PARTY SITES. RENDIA, INC. MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND FOR THE CONTENT OF ANY THIRD PARTY SITES.

11.5 Surviving Provisions. Sections 4, 5, 6, 7, 8.2, 9, 10.5, and 11 will survive any termination or expiration of this Agreement.



11.6 Assignment. You shall not assign this Agreement or any rights or obligations hereunder, directly or indirectly, by operation of law, merger, acquisition of stock or assets, or otherwise, without Our prior written consent. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

11.7 Export Regulations. The Services and Content may be subject to regulation by the U.S. government and its agencies, which prohibit export or diversion of certain technical products and information to certain countries and individuals. You warrant that You will comply in all respects with all export and re-export restrictions applicable to the technology and documentation provided hereunder.

11.8 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

11.9 Modification. This is the entire agreement between the parties relating to the subject matter hereof and all other terms are rejected. No waiver or modification of this Agreement shall be valid unless in writing signed by each party. The waiver of a breach of any term hereof shall in no way be construed as a waiver of any term or other breach hereof. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law the remaining provisions of this Agreement shall remain in full force and effect.

11.10 Use of Services Outside of US. Use of the Services may not be legal by certain persons, or in certain countries. You will comply with all applicable export laws, restrictions, and regulations of any United States or foreign agency or authority and will not export or re-export, or allow the export or re-export of any product, technology or information you obtain or acquire in connection with the Services (or any direct product thereof) in violation of any such laws, restrictions or regulations. If you use the Services from outside of the United States, you do so at your own risk and are responsible for compliance with the laws of the jurisdiction in which you are then-located.

11.11 Mobile App Terms. All term and conditions of this Agreement apply to usage of the Services on a mobile device (the “App”). Notwithstanding anything contained in these Terms, you cannot use the App in any manner that violates any terms of use, privacy policy or other contractual agreement between you and any third party (such as Apple® and Google®).

11.12 Cookies. We use cookies for the functioning of the Software and to enhance Your user experience. By using the Software You consent to Our use of cookies