

BRIGHT URO, INC. STANDARD TERMS AND CONDITIONS
PRODUCTS, EQUIPMENT, AND SERVICES

These Bright Uro, Inc. Standard Product Terms and Conditions (“Standard Terms”) govern the purchase of Bright Uro, Inc. Products, Equipment, and Services by any legal entity (“Customer”) from Bright Uro, Inc. (“Company”) in connection with any request for purchase or order form, including any other sales documentation that incorporates these Standard Terms (“Order”). An Order and the Standard Terms together form the “Agreement”. Customer and Company shall each be a “Party” and collectively the “Parties”.

ALL SALES OF PRODUCTS, EQUIPMENT, AND SERVICES TO THE CUSTOMER AND CUSTOMER’S USE THEREOF ARE EXPRESSLY CONDITIONED ON CUSTOMER’S ACCEPTANCE OF THE FOLLOWING TERMS AND CONDITIONS. BRIGHT URO WILL NOT BE BOUND BY ANY TERMS OF CUSTOMER’S PURCHASE ORDER THAT ARE INCONSISTENT WITH THE TERMS HEREIN. THESE STANDARD TERMS MAY ONLY BE AMENDED OR WAIVED BY A WRITING SIGNED BY BRIGHT URO. NO AGREEMENT OR UNDERSTANDING, ORAL OR WRITTEN, IN ANYWAY PURPORTING TO MODIFY THESE STANDARD TERMS SHALL BE BINDING ON BRIGHT URO UNLESS HEREAFTER MADE IN WRITING AND SIGNED BY A BRIGHT URO AUTHORIZED REPRESENTATIVE.

1. Definitions.

- 1.1. “Customer Data” means all electronic data and information submitted, entered, uploaded or retrieved in any form by or for Customer to the Glean™ Software. For the avoidance of doubt, Customer Data excludes both Usage Data and Deidentified Data.
- 1.2. “Data Protection Laws” means any and all applicable laws, regulations and any other applicable legislation and regulatory requirements in force relating to data protection, privacy, and information security, including but not limited to the US Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) Privacy and Security Rules, 45 C.F.R. Parts 160-164 and the Health Information Technology for Economic and Clinical Health Act (“HITECH”), P.L. No. 111-055, Part I, Title XIII, Subpart D, 13401-13409, each as amended from time to time and as applicable to the Parties relating to the use of Personal Data. In these Standard Terms the term “Personal Data” shall have the same meaning that such term or analogous terms shall have in the Data Protection Laws.
- 1.3. “Deidentified Data” means any and all data, including data derived from Customer Data, which has been de-identified and/or anonymized, including through means of aggregation, redaction, or other removal of identifiers, in accordance with applicable Data Protection Laws such that it is no longer personally identifiable.
- 1.4. “Documentation” means technical documentation including instructions for use, diagrams, and administrator and user guides (including but not limited to Owner’s Manual, eLearning, and any training documents) provided by Bright Uro in connection with the Products, Equipment, and Software.
- 1.5. “Equipment” means the equipment provided to Customer by Bright Uro pursuant to these Standard Terms.
- 1.6. “Glean™ Software” means the cloud-based Bright Uro software application accessed through a web browser or through a mobile application downloaded by Customer and provided by Bright Uro.
- 1.7. “Products” means the products provided to Customer by Bright Uro pursuant to these Standard Terms.
- 1.8. “Services” means the Software and related support provided to Customer by Bright Uro pursuant to these Standard Terms.
- 1.9. “Software” means any and all proprietary software and firmware provided in connection with or installed upon the Products and Equipment, as well as the Glean™ Software, that is either made available by Company to Customer to download and use or installed upon or embedded within Company-provided Products and Equipment.
- 1.10. “Subscription Term” means a twelve-month period which shall begin upon the initial subscription date and renew annually thereafter unless canceled in accordance with these Standard Terms.
- 1.11. “Usage Data” means information generated by the Services pertaining to the Customer’s use of the Services, used to monitor, manage, and continually improve the Services, which does not identify any patient of Customer and does not include within it any element of Customer Data.

2. Products and Equipment.

- 2.1. **Purchase Terms.** Company agrees to provide to Customer the Products, Equipment, and Software at the pricing provided by Company to Customer. All Customer payments are due thirty (30) calendar days from invoice date. Customer shall pay all taxes or other governmental charges imposed on the Equipment, Products, Services, or their sale to Customer, including without limitation any sales or use taxes regardless of whether such are applied at the time of sale or at any time thereafter. To the extent any discount is offered, the Parties intend these Standard Terms shall in all respects comply with the Discount Safe Harbor, 42 C.F.R. § 1001.952(h) or the Statutory Discount Exception, 42 U.S.C. § 1320a-7b(b)(3)(A).
- 2.2. **Pricing Adjustments:** Pricing of Products, Equipment, and Services may be adjusted by Company with sixty (60) days prior notice of such change.
- 2.3. **Credit Card Surcharge:** All purchases made by Customer using a credit card, or other payment method which includes a surcharge, will be subject to a pass through of such fees or surcharge to the maximum permitted by law.
- 2.4. **Title.** Company shall deliver to Customer actual and exclusive possession of the Equipment and Products. Legal title and ownership of Equipment and Products shall transfer to Customer upon shipment of Products.

2.5. Shipments and Returns. All shipments to be made FOB origin. Customer shall pay for shipping. Customer may return Equipment or Product to Company for 100% credit within ten (10) days of Customer's receipt if any of the following conditions are met: (a) Equipment or Product shipped by Company in error, (b) Equipment or Product does not materially perform to specifications provided by Company or applicable standards required by the U.S. Food & Drug Administration, or (c) Equipment or Product is outdated or expired when delivered to Customer. Company shall not be liable for loss, damage or delay resulting from causes beyond its reasonable control, including but not limited to acts of God, fire, terrorism, war, epidemic, pandemic, industry allocation or inability to obtain necessary labor or materials or break down of manufacturing facilities.

2.6. Limited Warranty. Company warrants, at the time of shipment, the original purchase of the Products and Equipment shall be free of defects in material and workmanship when used as intended under normal clinical conditions and in conformance with their instructions for use and maintenance instructions during such Products' and Equipment's shelf life as indicated on the label for each Product or Equipment or if no shelf life is indicated, the longer of either a period of one year or the minimum period required by law. The obligation of Company under this warranty shall be limited to the repair or replacement of the Equipment or Product or component thereof that failed to conform, at no charge, at the option of Company, if examination shall disclose to the satisfaction of Company that the Equipment or Products do not meet this limited warranty. Customer waives all remedies unless a claim is made within the applicable warranty period. Company makes no warranty with regard to the Services. **ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

3. Glean™ Software.

3.1. Provision of the Services. Subject to this Agreement and Customer's payment of all applicable fees, Bright Uro will provide the use of the Glean™ Software and related customer support to Customer.

3.2. Software Access; Subscription Fees.

- (a) Customer purchases the Services hereunder as a subscription to use the Services for the Subscription Term. Subscription fees are due annually in advance before the Subscription Term begins. Customer may cancel its subscription to the Services by providing written notice to Company prior to the end of any Subscription Term.
- (b) Additional Users may be added during any Subscription Term.
- (c) The Services may be accessed by multiple Users within the Customer entity. Each individual User must use his or her own individual User Account. User Accounts are strictly for the individual, designated Users only and may not be shared nor used by any other individual. User licenses may be deactivated when an existing User no longer requires use of, or access to, the Services.
- (d) **Customer Support.** Standard, reasonable Customer support for query and issue resolution for the Services will be provided to Customer.

3.3. Customer Responsibilities.

- (a) **Accounts.** Use of the Glean™ Software requires Customer to obtain a paid subscription to the Glean™ Software ("**Software Subscription**") and to create a Glean™ Software account ("**User Account**") for each of its end users who will access and use the Glean™ Software ("**Users**", or individually, a "**User**"). Each User will be identified by a unique username and password and may only register for one User Account. Each User must complete the User Account registration process by providing User's current, complete and accurate information as prompted by the applicable registration form and agreeing to the terms and conditions of the applicable end user license agreement ("**EULA**"). Customer is solely responsible for maintaining the confidentiality of all of its User passwords and User Accounts. Customer agrees that each of its Users will not share their User Account or transfer any part of it to any other person. Furthermore, Customer is entirely responsible for any and all activities that occur through use of User Account(s) of its Users. Customer will notify Company immediately of any unauthorized use of the Glean™ Software or of any User Account, or of any other breach of security in connection with the Services of which Customer becomes aware. Company will not be liable for any loss that Customer may incur as a result of unauthorized use of any User password or User Account, either with or without its knowledge. Customer may not use any User Account without the permission of the User of the User Account and Customer may not permit any other party to access and/or use the Glean™ Software on its behalf. Patients ("**Patient Users**") who download the patient-facing version of the software ("**Patient Application**") and are invited by a User to use the Patient Application in their care do not require a paid Software Subscription.
- (b) **Use of the Services.** Customer understands and agrees that Customer's use of the Services may involve Customer's uploading, transmission of, creation of, or modification of data which may include, without limitation, Personal Data. Customer will take appropriate administrative, physical, technical and organizational measures to prevent providing social security, government issued identification number, or any other information not reasonably necessary for the use of the Services. Customer will: (i) only submit and process the Personal Data necessary for Customer's lawful and ethical intended use of the Services; (ii) provide any notices to and obtain any consents from individuals, including Customer's patients, which may be required to process Personal Data through the Services; and (iii) neither process, nor request Company to process, Personal Data in violation of the Data Protection Laws.

- (c) **Customer Account Management.** Customer (a) will manage all User Accounts including both on and offboarding of Customer Users and will keep its Glean™ Software passwords confidential; (b) is responsible for any and all activity in its Glean™ Software User Accounts when accessed using Customer's login credentials; (c) will notify Bright Uro promptly upon discovery of any unauthorized access to User Accounts; (d) will use the Glean™ Software only in accordance with the Documentation and applicable laws and regulations; and (e) is responsible for the content of Customer Data, as uploaded or submitted to the Glean™ Software.
 - (d) **Customer Medical Records.** The Glean™ Software is provided by Company solely to support treatment of patients by enabling the full use of the Equipment and Products and is not intended to function as an electronic medical or health record. Accordingly, it is solely the Customer's responsibility to maintain all appropriate medical records in compliance with applicable law. In no event shall the Glean™ Software, or any of the Services, be construed as a replacement for the electronic medical record or electronic health record systems of Customer. For absence of doubt, the Software is solely provided by Company to support the treatment of particular patients by Customer in connection with Company's Products and Equipment and is not intended or designed to fulfill, nor is it capable of fulfilling, the functions of an electronic medical record or electronic health record system. For avoidance of doubt, Company makes no representations or commitments regarding the availability of records contained in the Glean™ Software nor the suitability of such records for compliance with any medical record laws, regulations, or guidance. Customer shall be solely responsible for retaining backup copies of all Customer Data and implementing its own disaster recovery plans with regard to such data.
 - (e) **Customer Data Upload.** Customer shall be solely responsible for connecting the Products and Equipment to the Glean™ Software per the Documentation. If Customer chooses not to connect the Products and Equipment to the Glean™ Software, Customer will not be able to use the Glean™ Software. Customer acknowledges and agrees that by connecting the Products and Equipment to the Glean™ Software, it is authorizing the upload to, and storage of Customer Data in, the Glean™ Software, including databases maintained by Company. Customer shall have sole responsibility for the accuracy, quality, legality, reliability and appropriateness of all Customer Data, and the means by which Customer Data was acquired. Except as necessary to use the Services, on the basis of patient authorization, or for purposes of medical device safety and quality, Customer shall not provide any patient-identifying data to Company and shall not use the Glean™ Software to process such data.
 - (f) **Customer Equipment and Internet Access.** Customer is solely responsible for obtaining, installing and maintaining its own internal equipment including laptops, tablets, and other computing devices, and communications services, including Internet access, necessary to access, download (if applicable), and use the Glean™ Software. Customer shall be solely responsible for any telephone charges, Internet access fees, and other such similar fees and expenses incurred to download and use the Glean™ Software and Services.
- 3.4. Account Suspension.** If any User: (a) violates these Standard Terms; or (b) is using the Services in a manner that Company reasonably believes may cause a security risk, a disruption to others' use of the Services, or liability for Company, Company may, upon written notice to Customer specifying the non-compliance in reasonable detail: (i) suspend the account of such User; and (ii) require the Customer to remove the non-compliant Customer Data from the Services immediately. If the Customer fails to do so, Company may, at its own option, delete the non-compliant Customer Data from the Services or terminate access to such Customer Data.
- 3.5. Responsibilities.**
- (a) Customer acknowledges that Company uses the services of third-party subcontractors, including but not limited to, third-party data center(s), for the provisioning of the Services and support under these Standard Terms. Company shall be responsible for any act or omission by its third-party subcontractors.
 - (b) Customer hereby represents and warrants that it shall, at all times during its use of the Services and in the exercise of its rights and the performance of its obligations hereunder, comply with all instructions, documentation, training and applicable recommendations of Bright Uro (including, without limitation, Glean's instructions for use) as well as any terms of use, end user license agreements, privacy policies, and any and all applicable laws, rules, regulations, and applicable industry standards.
 - (c) Company agrees that: (a) it will provide the Services, and any reasonable Customer support, in a professional manner consistent with reasonable industry standards; and (b) the Services shall perform in accordance with the Documentation during the applicable Subscription Term.
 - (d) Company agrees it shall take commercially reasonable steps designed to ensure the confidentiality and security of the Glean™ Software and Customer Data. Company will inform Customer of any data breach affecting Customer Data of which Company is aware. In the event of any breach of Customer Data, Company will take commercially reasonable measures to the extent practicable to mitigate any harmful effect.
- 3.6. Ownership and Customer Data Licensing.**
- (a) **Ownership of Customer Data.** As between the Parties, Customer solely owns Customer Data, including all intellectual property rights therein, and reserves all rights not expressly granted to Company, provided, however, that Company may keep and use copies of such Customer Data as may be necessary to fulfill any legal obligations of Company, including without limitation the US Food, Drug and Cosmetic Act and its implementing regulations and guidance.

- (b) **License to Customer Data.** Customer hereby grants to Company, its affiliates, and its third party service providers a non-exclusive, fully paid-up, royalty-free, worldwide, irrevocable, perpetual right and license, with the right to sublicense, in each case to the extent permitted by law: (i) to access and use Customer Data to provide the Services (which may include providing technical support); (ii) to collect and retain non-personally identifiable statistical and metadata and other Usage Data (which, for clarity, excludes Customer Data) for use by Company to improve Company's software offerings; and (iii) to create Deidentified Data as defined herein. In the event that Company requires access Customer Data to provide reporting, respond to any technical problems, queries, or requests from Customer, Customer authorizes such access.
- (c) **Responsibility for Customer Data.** Customer acknowledges and agrees that Customer will have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use Customer Data. Customer represents and warrants that Customer owns or has provided or obtained the necessary disclosures, permissions, rights, and consents to use, and authorize the use of, the Customer Data as described herein under all applicable laws, and that Customer's use of Customer Data and results is solely Customer's responsibility. Company expressly disclaims any liability for Customer Data and any content transmitted through or stored, temporarily or permanently, on Company-owned or operated networks or any server and for the actions of omission of Customer with respect to such Customer Data and content. Customer agrees to indemnify, defend, and hold harmless Company from any claims, liabilities, damages, or expenses (including reasonable attorneys' fees) arising from Customer's use or misuse of Customer Data or any breach of Customer's obligations under this Section.
- (d) **Deidentified Data.** Customer acknowledges and agrees that Company may use Customer Data, in compliance with applicable Data Protection Laws, to create Deidentified Data. For avoidance of doubt, Deidentified Data shall not be Customer Data and shall be, as between the Parties, the sole and exclusive property of Company, including all intellectual property rights therein. To the extent that Customer has any intellectual property rights in Deidentified Data, Customer hereby assigns all its right, title, and interest in and to Deidentified Data and any derivative works derived from the Deidentified Data to Company. The rights assigned pursuant to the preceding sentence include, without limitation, any and all copyrights, rights in trade secrets, and other rights to tangible or intangible property. Company may subsequently use and disclose such Deidentified Data for any lawful purpose, including but not limited to commercial benefit.

3.7. Third-Party Content and Software.

- (a) Any data or other content within a Service that is either provided by third parties, uploaded or added by Customer to the Software, or made available on third party websites and linked to or otherwise used in connection with such Software is referred to herein as "Third-Party Content". Customer acknowledges that all of the intellectual property rights in Third-Party Content are owned by the third party who created and/or provided such Third-Party Content, and that additional terms may apply to and govern Customer's access to and use of this Third-Party Content. Customer is not authorized to use Third-Party Content except as expressly set forth in these Standard Terms. Any rights Customer has in Third-Party Content must be agreed upon by Customer and the owner of such Third-Party Content. Customer agrees that Company will not be responsible for any loss or damage incurred as the result of Customer's dealings with any Third-Party Content owner. Customer acknowledges and agrees that unless expressly agreed otherwise: (i) Company is not responsible for any such Third-Party Content and has no obligations to support such Third Party Content; (ii) Company makes no guarantees about the accuracy, currency, suitability, or quality of the information in such Third-Party Content; and (iii) Company assumes no responsibility for any unintended, objectionable, inaccurate, misleading, or unlawful Third-Party Content.
- (b) The Software may contain third-party software, including software for which Company is required to provide attribution ("Third-Party Software"). Some Third-Party Software is available under open source or free software licenses. The Standard Terms do not alter any rights or obligations Customer may have under those open source or free software licenses. Any rights Customer may have with regard to Third-Party Software will be set forth in the Documentation.

3.8. Intellectual Property Infringement Indemnification.

- (a) **Company Indemnity.** Subject to the terms and conditions of these Standard Terms, Company will defend, indemnify, and hold Customer harmless against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) to the extent arising out of a third-party claim that the Software, when used in accordance with these Standard Terms, and in accordance with the Documentation, infringes the valid and enforceable intellectual property rights of a third party that is in the business of providing urodynamics solutions. For avoidance of doubt, Company shall have no obligation to indemnify Customer for claims brought by entities or individuals that do not practice, develop, or commercialize the asserted intellectual property and solely seek licensing fees, settlements, or monetary damages (commonly known as patent assertion entities, non-practicing entities, or patent trolls). Company's indemnification obligations are conditioned upon Customer: (i) promptly notifying Company in writing of such claim or action; (ii) giving Company exclusive control and authority over the defense and settlement of such claim or action; (iii) not admitting infringement of any intellectual property right without prior written consent

of Company; (iv) not entering into any settlement or compromise of any such claim or action without Company's prior written consent; and (v) providing reasonable assistance to Company in the defense of the claim.

(b) **Exclusions.** Company's indemnification obligations set forth in Section 3.8 do not apply to the extent a third-party claim is caused by, or arises from Customer's (or Customer's agent's): (i) use of the Software in any manner or for any purpose inconsistent with these Standard Terms; (ii) use of the Software in any manner not in accordance with the Documentation; (iii) use of the Software in combination with any other products, software, materials, or services not supplied by Company; (iv) use of the Software to perform any process not supplied by Company; (v) Company's compliance with specifications or instructions furnished by, or on behalf of, Customer; (vi) Customer's breach of any of the terms and conditions of these Standard Terms; (vii) use of stand-alone third party goods, software, or services that may be acquired or used with the Service; (viii) use of the Software in any manner or for any purpose that requires rights to third party intellectual property; (ix) continued allegedly infringing activity after being notified thereof and being provided with modifications that would have avoided the alleged infringement; or (x) unauthorized modification of the Software.

(c) **Remedies.** If the Software or any part thereof, becomes, or Company reasonably believes may become, the subject of an infringement claim, Company will have the right, at its option, to: (i) procure for Customer the right to continue using such Software; (ii) modify or replace such Software with a substantially equivalent non-infringing substitute; or (iii) terminate the rights, license, and any other permissions provided to Customer with respect to such Software and refund to Customer a pro-rata amount of the fees paid by Customer to Company for access to such Software through the date a third party claim occurs for the allegedly infringing Software. THIS SECTION 3.8 IS A COMPLETE STATEMENT OF CUSTOMER'S REMEDIES FOR THIRD PARTY CLAIMS FOR INFRINGEMENT AS DESCRIBED HEREIN AND STATES THE ENTIRE LIABILITY OF COMPANY FOR ANY SUCH INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

3.9. Restrictions. Customer may not: (a) make the Software available to, or use the Software for the benefit of, anyone other than Customer, (b) sell, resell, license, sublicense, distribute, rent or lease any Software, or include any Software in any outsourcing offering, (c) copy, modify, port, translate, localize or create derivative works of the Software; (d) file copyright or patent applications that include the Software or any portion thereof; (e) use the Software to store or transmit material in violation of privacy or intellectual property rights or applicable law, (f) use the Software to transmit, store, display, distribute or otherwise make available any data that is illegal, defamatory, abusive, obscene, vulgar, fraudulent, false, misleading (directly or by omission or failure to update information), deceptive, promotes discrimination, harassing, is violent or promotes violence, or promotes illegal or harmful activities; (g) use any Software in a way that is either prohibited by applicable law or regulation, or contrary to ethical guidelines promulgated by established national and international ethics bodies; (h) use the Software to store or transmit malware, (i) interfere with or disrupt the integrity or performance of the Software, (j) attempt to gain unauthorized access to the Software, its related systems or networks, or third-party data contained therein, (k) reverse engineer or decompile the Software (to the extent such restriction is permitted by law), or (l) access the Software to build a competitive service or product, or copy any feature, function or graphic for competitive purposes. Company may suspend provision of the Software or any part thereof if it believes in good faith that it is necessary to do so to mitigate an imminent threat to the security, availability or integrity of the Software or data processed by such Software.

4. Compliance

4.1. Anti-Kickback Laws. Customer and Company acknowledge that the U.S. Federal Healthcare Programs Anti-Kickback Statute, 42 U.S.C. § 1320a-7b, prohibits, among other things, giving or receiving remuneration in return for (or to induce) referrals, purchases, or recommendations of goods or services for which payment may be made in whole or in part by Medicare or Medicaid. Customer agrees that, if Customer is required to report its costs on a cost report, then (i) any discounts provided must be based on purchases of the same good bought within a fiscal year; (ii) Customer must claim the benefit in the fiscal year in which the discount is earned or in the following year; and (iii) Customer must fully and accurately report any discounts in applicable cost reports. Furthermore, Customer represents and warrants that it has independently determined that the Product or Equipment is in the best interest of Customer's patients. Customer shall not bill any third party, including payers or patients, for any samples received from Bright Uro at no charge. If any portion of these Standard Terms are found by any court or agency with jurisdiction over the subject matter hereof not to follow applicable laws, rules, or regulations, that portion of the Agreement shall be deemed to be retroactively amended and reformed as necessary to comply with such laws, rules, or regulations, and the Parties shall cooperate in taking whatever steps are necessary to ensure such compliance. Customer will produce records documenting all Products, Equipment, and Services provided as described herein if requested by government. The same terms and conditions apply with regard to non-U.S. corollaries to the U.S. law referenced above.

4.2. No Inducements. The Parties understand and agree that these Standard Terms, and any consideration paid hereunder, is not contingent upon Customer's use, ordering, recommending, or prescribing any of Bright Uro products, whether in the provision of Services hereunder or otherwise. Customer has not been offered or paid any remuneration, directly or indirectly, overtly or covertly, in cash or in kind to: (i) refer any individual to another person or entity for the furnishing, or arranging for the furnishing, of any Bright Uro product or service; or (ii) purchase, lease, order, or arrange for or recommend purchasing, leasing, or ordering any Bright Uro product or service. Each Party acknowledges that

no representation, inducement or condition not set forth herein has been made or relied upon by either party, and that these Standard Terms will in no way be construed or interpreted to be an exclusive arrangement between Customer and Company. Company shall not be required to supply, and Customer shall not be required to purchase, any minimum quantity of Products, Services, or Equipment.

- 4.3. Transparency Laws.** Customer understands that as applicable Bright Uro will make any and all disclosures required by law, e.g., under the Food, Drug and Cosmetic Act (21 U.S.C. § 301 et seq.) and the U.S. Physician Payments Sunshine Act (42 U.S.C. § 1320a-7h) as well as any state laws analogues, as necessary. Information that may require disclosure includes the following: Customer name, business address (street, city state and zip), physician specialty, National Provider Identifier (“NPI”), state license number, amount of payment, date of payment, form of payment, nature of payment, among other things required by law. The same terms and conditions apply with regard to non-U.S. corollaries of the U.S. law referenced in this Section.
- 4.4. HIPAA.** Customer and Company acknowledge and agree that Company is not for purposes of these Standard Terms or any of the Services a “business associate” as defined by the Health Insurance Portability and Accountability Act (“HIPAA”). Any protected health information (“PHI”) received by Company shall be for the purposes of patient treatment under 45 C.F.R. 164.506, medical product quality and safety under 45 C.F.R. 164.512(b), payment under 45 C.F.R. 164.506, or with patient authorization as specified under 45 C.F.R. 164.508.
- 5. Limitation of Liability.** Company shall at its election and expense replace any Products, Equipment, or any part thereof which does not comply with one or more of the warranties set forth in Section 2.6 above, provided that such Products, Equipment, or part was used in a proper manner, under normal conditions and in accordance with such directions for use as may be furnished by Company. The foregoing is Customer's sole remedy, and Company's sole liability, for breach of the foregoing warranties. IN NO EVENT SHALL COMPANY'S LIABILITY EXCEED THE PURCHASE PRICE FOR THE PRODUCTS, EQUIPMENT, AND SERVICES PURCHASED BY CUSTOMER. COMPANY SHALL UNDER NO CIRCUMSTANCES BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, ARISING OUT OF THIS TRANSACTION OR THE USE OR MISUSE OF THE PRODUCTS, EQUIPMENT, OR SERVICES OR ANY PART THEREOF, WHETHER BASED UPON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY. WITHOUT LIMITATION, COMPANY SHALL HAVE NO LIABILITY TO CUSTOMER FOR ANY DAMAGE TO THIRD PARTIES ARISING OUT OF THE USE OR OPERATION OF THE PRODUCTS, EQUIPMENT, OR SERVICES. THE REMEDIES OF CUSTOMER ARISING OUT OF THIS TRANSACTION OR WITH RESPECT TO THE PRODUCTS, EQUIPMENT, AND SERVICES COVERED HEREBY SHALL BE LIMITED TO THOSE CONTAINED IN THESE STANDARD TERMS AND CONDITIONS EXCLUSIVELY AND IN LIEU OF ANY AND ALL OTHER REMEDIES, EXPRESS OR IMPLIED, WHETHER BASED UPON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. CUSTOMER ACKNOWLEDGES THAT IT IS NOT RELYING ON COMPANY'S SKILL OR JUDGMENT TO SELECT OR FURNISH PRODUCTS OR DELIVERABLES SUITABLE FOR ANY PARTICULAR PURPOSE.
- 6. No Practice of Medicine.** The Parties acknowledge and agree that Company will not practice medicine on behalf of Customer. Customer shall solely be responsible for all medical advice provided regardless of Customer's use of the Products, Equipment, and Services, and any support, including recommendations or instructions, provided by Bright Uro.
- 7. Confidential Information.** All information provided to Customer hereunder, and information specific to this Agreement and relating to pricing of Product, Equipment, and Services shall be deemed 'Confidential Information'. Subject to its disclosure obligations described herein of this Agreement, Customer agrees not to disclose such Confidential Information to any third party, or to use such information for any other purpose. This obligation shall continue during the Term and for a period of three (3) years following termination or expiration of this Agreement. Information shall not be deemed confidential if: (i) it is or becomes public knowledge through no fault of Customer, or (ii) it is required to be disclosed by law, in such event Customer shall provide to Company maximum practical notice of same, and request confidential treatment of such disclosure from the recipient as may be afforded by law.
- 8. Intellectual Property.** Company alone (and its licensors, where applicable) will retain all intellectual property rights relating to the Products or Services, as well as any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any other party relating to the Glean™ Software, Product, and/or Services, which are hereby assigned to Company. Customer will not, and will not permit any third party to, copy, distribute, reproduce or use any of the foregoing except as expressly permitted under these Standard Terms. Customer shall not, and will not permit any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Glean™ Software, or any Product or Services (including software) (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law); or (ii) modify, translate, or create derivative works based on the Glean™ Software, or any Product or Services. Customer hereby grants to Company and its affiliates an irrevocable, non-exclusive, royalty-free, perpetual, worldwide, assignable, sublicensable, transferable license to use, modify, prepare derivative

works of, develop inventions, publish, distribute and sublicense such Feedback for all purposes, and Customer irrevocably waives and causes to be waived, against Company or its other users any claims and assertions of any moral rights contained thereto. Any feedback Customer submits to Company will be considered non-confidential and non-proprietary to Customer.

- 9. Software License.** The Products, Equipment, and Services provided by Company to Customer may include Software as defined herein. Any Software is licensed to Customer, not sold. Subject to the terms and conditions of these Standard Terms, including any applicable exhibits or references, and Customer's payment of all applicable fees, Company hereby grants to Customer a limited non-exclusive, revocable, non-transferable, non-sublicensable license access and use the Software as set forth herein and solely pursuant to the Documentation in connection with the use of the Products, Equipment, and Services in the United States. Customer shall access the Software through a web browser or through a mobile application provided by Company. Customer has no rights to reproduce or modify the Software or any information or component therein. As between the Parties, Company shall solely own the Software, including their components, underlying programs, interfaces and architecture, and all patents, copyrights, trademarks, tradenames, trade secrets, and any other intellectual property rights therein, and reserves all rights, title, and interest not expressly granted to Customer. Customer agrees to inform Company promptly of any infringement or other improper action with respect to Company intellectual property of which Customer becomes aware. Company reserves all rights to intellectual property that are not expressly granted in the Agreement, and no licenses are granted by Company to Customer under the Agreement, whether by implication, estoppel, or otherwise, except as expressly set forth herein.
- 10. Customer Indemnification.** Customer shall defend, indemnify, and hold harmless Company from and against any liability, damage, loss, or expense (including, without limitation, reasonable attorneys' fees and expenses of litigation) in connection with any claims, suits, or proceedings arising out of or relating to the use or exploitation of the Products, Equipment, or the Services, unless proximately caused by the sole gross negligence or willful misconduct of Company.
- 11. Governing Law and Venue.** These Standard Terms are governed by and construed in accordance with the law of California, United States of America, without reference to its conflicts of law rules. The federal and state courts located in California shall have exclusive jurisdiction in any suit or proceeding arising out of or relating to these Standard Terms or its subject matter. The Parties agree that such litigation shall be conducted only in a court of competent jurisdiction located in Orange County, California, or the federal court for the United States for the Central District of California and no other courts, where these Standard Terms are made and/or to be performed.
- 12. Independent Contractor.** It is mutually understood and agreed that Company will at all times be acting and performing as an independent contractor. Nothing in these Standard Terms is intended to create an employer/employee relationship or a joint venture relationship between the parties.
- 13. Entire Agreement and Amendment.** These Standard Terms are incorporated in their entirety into the Order and together constitute the entire agreement of the Parties and supersede all prior and contemporaneous discussions and agreements, oral and written, related to these Standard Terms' subject matter. Neither Party is relying on any representation not expressly included in these Standard Terms concerning the subject matter hereof. No representation, promise, or inducement not included in these Standard Terms shall be binding. Any amendment or modification of these Standard Terms requires both Parties' signatures. Bright Uro rejects any term or condition in any Customer-form purchasing document.
- 14. Export Compliance.** The Glean™ Software, Products, Equipment, and Confidential Information may be subject to export laws and regulations of the United States and other jurisdictions. Each Party represents that it is not named on any U.S. government denied-party list. Neither Party will permit its personnel or representatives to use or access the products or services in a U.S.-embargoed country or in violation of any applicable export law or regulation.
- 15. Notices and Communication.** All Notices shall be in writing and sent to the other Party. Any notice or other document correctly addressed shall be deemed delivered in three business days following the date of dispatch by first-class mail (in the U.S.), on the date of confirmed delivery by a nationally recognized courier service, with all postage or delivery charges prepaid (outside of the U.S.) or on the date of delivery as confirmed by the signature of the recipient for special or signed for delivery or delivery by hand. Notices to Company shall be delivered to the attention of CEO and CFO.
- 16. Waiver and Enforceability.** Any waiver of a right under these Standard Terms requires the waiving Party's signature. If any term(s) of these Standard Terms is invalid or unenforceable, the other terms remain in effect. Terms in this Agreement related to intellectual property, compliance, data rights, and terms that by their nature are intended to survive will survive the Agreement's expiration or termination.
- 17. No Third-Party Beneficiaries.** There are no third-party beneficiaries under these Standard Terms.