

TRIAL LICENSE AGREEMENT

Merative US L.P.

This Trial License Agreement and trial registration page (Trial Registration Page") are the complete agreement regarding the Trial of Micromedex SaaS under this Trial License Agreement (together, the "Agreement"). This Agreement is made as of the date Client selects the "I Accept" button on the Trial Registration Page ("Effective Date") between the Client listed on the trial registration page ("Client"), and Merative US L.P. ("Company").

Please read this Agreement carefully before selecting the "I Accept" button on the trial registration page ("Trial Registration Page"). By selecting "I Accept" and/or proceeding with use of the SaaS, you agree on behalf of Client to be bound by this Agreement. Clicking the "I Accept" button is a legally valid way to create a binding contract under applicable law and constitutes your signature of these terms and conditions on behalf of Client. If you do not accept this Agreement, press "I Do Not Accept." This Agreement DOES NOT apply if Client has signed a written Client Agreement that has been accepted and executed by Company.

Company has developed and copyrighted, as well as licenses from third parties, certain proprietary medical and industrial information databases and proprietary retrieval software, which are made available via an Internet application, and which may or may not be accompanied by documentation (hereinafter collectively referred to as "SaaS"). Client desires to acquire from Company, and Company desires to grant to Client, a license to use the SaaS for the period set forth on the Trial Registration Page.

In consideration of the mutual promises and covenants herein, Client and Company agree as follows:

1. Termination of Trial Installation.

- A. Either party may terminate this Agreement at any time for any reason effective immediately upon notice. Upon completion of the trial period or termination of this Agreement, Client shall immediately cease to access the SaaS and the password will be deactivated. Client shall remove any SaaS or other Company information from all of Client's equipment.
- B. If Client decides to subscribe, a Client Agreement for Micromedex or similar base agreement will be executed at the completion of the trial period or as soon thereafter as possible, and this Agreement shall continue in full force and effect until the Client Agreement for Micromedex or similar base agreement is executed by both parties even if the trial period itself is completed.
- C. If the trial period is extended, this Agreement shall continue in full force and effect until the requirements of either Section 1(A) or Section 1(B) (whichever is applicable) are completed.

2. License.

- A. Company hereby grants to Client a nonexclusive, limited license to access and use the SaaS set forth on the Trial Registration Page hereto pursuant to the terms and conditions set forth in this Agreement. The Service Description ("SD") for the ordered SaaS is available at https://www.merative.com/content/dam/merative/terms/offering/service/Micromedex_Service_Description.pdf
- B. The SaaS may only be used by Client's employees, students, contractors, and/or physicians having privileges at Client's location and at its Facilities (if any) as set forth in Exhibit A, who are trained or training in the fields for which the SaaS are being utilized ("Authorized Personnel"). However, only Authorized Personnel who are competent healthcare professionals who rely on their clinical discretion and judgment in diagnosis and treatment may use the SaaS for medical diagnosis or treatment purposes. As between Client and Company, Facility means a location under Client's control for which Client assumes responsibility for such Facility's adherence to the terms and conditions set forth herein. Client hereby assumes full responsibility for ensuring the appropriate use and reliance upon the SaaS in view of all attendant circumstances, indications and contraindications.
- C. Company may periodically deliver updated versions of the SaaS ("Updates") to Client. Updates shall be deemed to be SaaS, and shall be subject to the terms of this Agreement.
- D. The SaaS may only be employed for Client's own internal uses. By way of clarification, and not intending to limit the foregoing, Client may not, (except as expressly permitted for in this Agreement): (i) copy, download, upload or in any other way reproduce the SaaS in any form, except that: (a) one (1) copy of the SaaS may be made to a hard drive at the Facility and/or one (1) copy of the Product may be made for backup purposes only, (b) limited excerpts of information from the Product may be copied into any other medium for internal use only, and (c) information derived therefrom may be printed for internal use only; (ii) sell, distribute, sublicense, provide access to, or transfer the SaaS, in whole or part, to a third party (including, without limitation, by facsimile), (iii) create compilations or derivative works of the SaaS; (iv) use any version of the SaaS other than the most current version; (v) use the SaaS for the benefit of a third party or give any third party beneficial use of the SaaS, including, without limitation, any parent or subsidiary, without the express written consent of Company; (vi) reverse engineer, decompile or disassemble any part of the SaaS; or (vii) modify or remove any proprietary markings or restrictive legends placed on the SaaS.

3. Property Rights.

- A. Company regards the SaaS, or any part thereof, as proprietary information ("Proprietary Information"). Client shall not, nor permit others to, provide, disclose, or otherwise make such Proprietary Information available to, or accessible by, any person other than Authorized Personnel. Client shall take appropriate security precautions to effect its obligations under this Section 3(A). The SaaS, the copyrights thereto, and the trademarks utilized in connection therewith are and shall remain the sole property of Company or its third-party licensors.

4. Warranties.

- A. Company warrants that the information contained in the SaaS has been obtained from what it believes are reliable sources. However, except as set forth above, THE SAAS ARE PROVIDED "AS IS," AND NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE WHATSOEVER IS MADE REGARDING THE SAAS. COMPANY MAKES NO WARRANTY THAT THE SAAS WILL PERFORM WITHOUT INTERRUPTION OR FREE FROM ERRORS.

- B. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR CAUSED BY USE OF, RELIANCE ON, OR INABILITY TO ACCESS AND USE ANY INFORMATION CONTAINED IN THE SAAS, EVEN IF COMPANY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.
- C. Client agrees to indemnify Company and hold it harmless against all claims and damages including, without limitation, reasonable attorneys' fees, arising out of, related to, or in any way connected with any use of the SaaS, unless such claims or damages result from the infringement of any copyright or other proprietary right of any third party (except if due to a combination, addition or modification, if applicable).
- D. Company' liability under this Agreement, if any, is limited solely to \$100.00.

5. Content and Related Security

- A. **"Content"** means all data, software, and information that Client or its authorized users provides, authorizes access to, or inputs to the SaaS or information or data Client may provide, make available or grant access to, in connection with Company providing other Services. Client grants the rights and permissions to Company, its affiliates, and contractors of either, to use, provide, store, and otherwise process Content solely for the purpose of providing the SaaS or other Services. Use of the SaaS or other Services will not affect Client's ownership or license rights in Content. Company, its affiliates, and contractors of either may access and use the Content solely for the purpose of providing and managing the applicable SaaS or other Services. Company will treat all Content as confidential by only disclosing to Company employees and contractors to the extent necessary to provide the SaaS or perform other Services.
- B. Client is responsible for obtaining all necessary rights and permissions to permit processing of Content in the SaaS or to provide other Services. Client will make disclosures and obtain consent required by law before Client provides, authorizes access to or inputs individuals' information, including personal or other regulated data, for processing in the SaaS or use by Company in providing the other Services.
- C. If any Content could be subject to governmental regulation or may require security measures beyond those specified by Company for the SaaS or to provide other Services, Client will not provide, allow access to, or input the Content for processing in the SaaS or provide or allow access of Content to Company to provide other Services unless specifically permitted in the applicable TD or unless Company has first agreed in writing to implement additional security and other measures. Client is responsible for adequate back-up of Content on Client managed systems prior to providing or allowing access to Company to provide Services.
- D. Company Technical and Organizational Measures (TOMs), at [https://www.merative.com/content/dam/merative/terms/privacy/Technical_and_Organizational_Measures_\(TOMs\).pdf](https://www.merative.com/content/dam/merative/terms/privacy/Technical_and_Organizational_Measures_(TOMs).pdf), apply for generally available standard SaaS and other Services as identified in the SD. At Company's discretion, Company may change the TOMs from time to time and the change will be effective when published or on the specified effective date. The intent of any change will be to improve and clarify existing commitments and maintain alignment to current adopted operational and security standards or applicable laws. The intent is not to degrade the security or functionality.
- E. The specific security features and functions of SaaS or other Services will be described in the SD. Client is responsible for selecting, ordering, enabling, or using available data protection features appropriate to support Client's use of the SaaS. Client is responsible for assessing the suitability of the SaaS for the Content and Client's intended use or the use of Content with Services. Client acknowledges that the use of SaaS and other Services meets Client's requirements and processing instructions required to comply with applicable laws.
- F. Company's Data Processing Addendum (DPA) is found at https://www.merative.com/content/dam/merative/terms/privacy/Data_Processing_Addendum.pdf. A DPA Exhibit(s) will specify how Company will process personal data contained in Content. The DPA and applicable DPA Exhibit(s) apply to personal data contained in Content, if and to the extent: i) the European General Data Protection Regulation (EU/2016/679) (GDPR); or ii) other data protection laws identified at https://www.merative.com/content/dam/merative/terms/privacy/Data_Protection_Laws.pdf apply. Upon request by either party, Company, Client, affiliates of either, will enter into additional agreements as required by law in the prescribed form for the protection of personal or regulated personal data included in Content. The parties agree (and will ensure that their respective affiliates agree) that such additional agreements will be subject to the terms of the Agreement.
- G. For Company SaaS with self-managed features, Client can remove Content at any time. Otherwise, Company will return or remove Content from Company computing resources upon the expiration or cancellation of the Company SaaS, other Services, or earlier upon Client's request. Company may charge for certain activities performed at Client's request (such as delivering Content in a specific format). Company does not archive Content; however, some Content may remain in backup files until expiration of such files as governed by Company's backup retention practices.

6. Miscellaneous.

- A. This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof.
- B. Every notice required or contemplated by this Agreement to be given by either party may be delivered in person or may be sent by courier, express or overnight mail, or postage prepaid certified or registered air mail (or its equivalent under the law of the country where mailed), addressed to the party for whom it is intended, at the address previously set forth herein. Either party may change its address for notice by giving notice to the other party of the change.
- C. This Agreement shall be construed and the rights and liabilities of the parties determined in accordance with the laws of the State of Delaware, without giving effect to any body of law or precedent relating to conflicts of laws.
- D. Notwithstanding the expiration or termination of this Agreement for any reason whatsoever, the provisions of Sections 3, 4, 5 and 6 shall survive and bind the parties indefinitely.
- E. In the event that any provision of this Agreement is adjudged by a court to be invalid, void or unenforceable, the remainder of this Agreement shall remain valid and enforceable according to its terms.

- F. The failure of either party to give notice of nonperformance, breach or termination, or to otherwise enforce any rights hereunder, shall not constitute a waiver of any terms or conditions of this Agreement.
- G. Electronic or facsimile copies of an executed Agreement are considered equivalent to original documents. This Agreement may be executed in one (1) or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

7. FOREIGN CORRUPT PRACTICES ACT. Client acknowledges that under the laws of the U.S., it is unlawful for Company, its divisions, subsidiaries and representatives, directly or indirectly, to make any payment or to give anything of value to any foreign official (other than a foreign official whose duties are essentially administrative or clerical) or to any foreign political party, any official of a foreign political party or any candidate for foreign political office for the purposes of influencing any action or failure to take action on the part of such person in connection with the obtaining, retaining or directing of business to any person or company. Client will not make any such payment, directly or indirectly, on behalf of Company or its Affiliates while this Agreement is in effect.

8. USE BY OR ON BEHALF OF THE FEDERAL GOVERNMENT. The SaaS licensed under this Agreement or resulting from services purchased under this Agreement and any related documentation are “commercial items,” as that term is defined in 48 C.F.R. 2.101, consisting of “commercial computer software” and “commercial computer software documentation,” as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users and those who use the products on behalf of the U.S. Government acquire such products with only those rights expressly set forth in this Agreement. The SaaS provided hereunder: (a) were developed at private expense and are in all respects the proprietary information of Company; (b) were not developed with government funds; (c) are a trade secret of Company for all purposes of the Freedom of Information Act; (d) are commercial items and thus, pursuant to Section 12.212 of the Federal Acquisition Regulations (FAR) and DFAR Supplement Section 227.7202, Government’s use, duplication or disclosure of the SaaS is subject to the restrictions set forth by Company. Any SaaS used by, for, or on behalf of the U.S. Government is provided with LIMITED RIGHTS as set forth herein. Any software or tools embedded in SaaS used by or on behalf of the U.S. Government is provided with RESTRICTED RIGHTS set forth in herein. Use, duplication, or disclosure of data or software by the U.S. Government is subject to restrictions as set forth in the Rights in Technical Data and Computer Software clause at FAR 12.211 and 12.212(a) and/or Commercial Computer Software at DFARS 227.7202-1(a) or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable.