



GENERAL TERMS AND CONDITIONS (v2023.1)

These General Terms and Conditions (these **Terms**), together with any Purchase Order, Order Form, Statement of Work or other similar document (in paper or electronic form) issued to Customer by INFI (each, an **Order**), govern the sale and/or licensing (as applicable) of any Product described in such applicable Order. All references in these Terms to **INFI, Company, we, us, our** and the like refer to *INFI USA, Inc.*, a Delaware corporation. All references to **Customer, you, your** and the like refer to the buyer or customer of any Product specified in the applicable Order. **Product**, as used in these Terms means (a) **Hardware**, which includes the hardware we sell and have delivered to you, and the firmware and software embedded or preloaded in that hardware (such as the hardware operating system) (**Firmware**), and (b) **Software Service**, which comprises our delivery of access to our software platform for use with the Hardware, on a software-as-a service basis. Use of the Products comprises acceptance of these Terms. **Party** or **Parties** means each of INFI and Customer. Certain capitalized terms that are not defined in these Terms as they appear in the text are defined in Section 11 below. This **Agreement** refers, collectively, to these Terms, any applicable Order, and any written exhibit, attachment to any such Order or referenced in a hyperlink included in these terms.

1. General. All Orders shall be subject to these Terms. In the event of any conflict between these Terms and those in any Order, the provision in these Terms will prevail unless the provision in the Order expressly provides that it is to prevail in such case. No modification by Customer to any Order or other element of this Agreement contained in any quotation, bid, proposal, confirmation, invoice, acknowledgement, acceptance or other written or oral communication from Customer shall be effective.

2. Pricing. All prices for Products, including prices for the Hardware and the Fees for the Software Services, are as set forth in the applicable Order. We reserve the right at any time to increase or otherwise change our pricing for any future Orders, including with respect to any renewal or extension of the Term (as defined below). All prices are exclusive of any freight, handling and shipping insurance charges, charges for installation, setup or maintenance (if applicable), taxes, fees and duties or other similar amounts, however designated. Customer shall be responsible for payment of all applicable state and/or local sales, use, and/or gross receipts tax receipts resulting from its transactions with INFI. Customers claiming an exemption from taxation must provide us with valid certification supporting its claim of exemption.

3. Invoices: Terms of payment.

a. All invoices shall be paid in full 30 days after the invoice date. If Customer is at any time past due on any invoice, we reserve the right not to ship any additional Product to Customer and, upon notice to Customer (which may be by email) to suspend provision of the Software Service until the past due amount has been paid. Based on our determination of your credit rating, payment history and value of any applicable Order, we may also require you to pay in advance for such Order.

b. We may use a third party payment systems to process credit card and ACH transactions and collect Fees with respect to the Software Services. You agree that we may store your credit card information and charge your card on a monthly basis, in advance, for all License Fees due under the applicable Order.

c. Customer shall not withhold or offset for any reason any purchase price amounts, Fees for Software Services or other amounts due to INFI.

d. Interest shall accrue on all overdue amounts at the rate of 1.5% per month, or the maximum percentage allowed under applicable law, whichever is less. Customer shall be obligated to reimburse INFI for all costs of collection on all past due amounts including without limitation, reasonable attorney's fees, court costs and fees of any collection firm.

4. Delivery; Shipment; Title and Risk of Loss.

a. Unless otherwise set forth in an Order, all Hardware shall be delivered to Customer FOB Destination. Delivery shall be deemed to have been made when Customer's shipment has been delivered to UPS by INFI, and title and risk of loss to such Hardware shall pass to Customer at that time. Customer is responsible for providing accurate delivery instructions. We have the right to determine the method of shipment and routing of the Hardware, unless otherwise expressly specified in the applicable Order.

b. Shipping dates that we may provide are approximate only and are estimated from the date of receipt of the Order. We reserve the right to revise shipping estimates to reflect conditions in effect on or before the date on which an Order is scheduled to be shipped. Receipt of Product by Customer shall constitute acceptance and waiver of any and all claims due to delay. In any event, INFI is not liable for any loss or expense incurred by Customer or any third party (including any customer or patient of Customer) arising from any delivery delay or failure. In no event shall a carrier be deemed an agent of INFI.c. Customer must inspect all Hardware deliveries immediately upon receipt, in order to confirm order accuracy, and to determine if there is any product damage and/or loss. Any issue or claim must be communicated to us within 2 business days from delivery date, via email with supporting documentation (photographs, etc.) so that we can evaluate and verify the surrounding facts and circumstances. Unless otherwise provided in the applicable Order, all sales are final and not subject to refund or return.

5. LIMITED WARRANTY.

a. INFI WARRANTS THAT FOR A PERIOD OF 1 YEAR FROM THE DATE OF PURCHASE OF SUCH HARDWARE, SUCH HARDWARE SHALL BE FREE OF DEFECTS IN MATERIAL AND WORKMANSHIP.

b. INFI has the right at its option to cure any product defect within a reasonable period or to replace the Product concerned. Otherwise, except as expressly provided herein, INFI shall have no other liability of any kind whatsoever to Customer.

c. UNLESS THE HARDWARE IS USED IN ACCORDANCE WITH OUR WRITTEN INSTRUCTIONS, OUR LIMITED WARRANTY IS VOID AND OF NO EFFECT. Without limitation, any warranty or liability is excluded where the warranty claim, in our reasonable opinion, arises out of accident, damage, theft, misuse, or neglect; Hardware that has been repaired or refurbished by any person other than INFI (or its authorized technician) or where such repair or refurbishment includes any unauthorized or non-INFI parts or components; use of the Hardware outside of normal operating conditions, specifications, or environment or in a manner not authorized by INFI; lack of routine care or maintenance as indicated in our operating or maintenance instructions; failure to use or take any proper precautions under the circumstances; user modification of any Hardware; computer viruses and other changes not affected by us to the operating system or environment which adversely affect the applicable Hardware; defects, problems, or failures created by third party products or their interface with the Hardware; and latent defects discovered after the expiration of the applicable warranty period. THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. OUR SOLE OBLIGATION AND YOUR EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY SHALL BE, AT OUR OPTION, TO REPAIR OR REPLACE THE PRODUCT AS ISSUE.

6. Software Services: Customer Obligations.

a. Access and use.

1. Subject to your compliance with these Terms, INFI grants Customer a non-exclusive, non-transferrable, non-sublicensable license to access and use the Software Service in the United States (or other Territory, if designated in an Order) during the Subscription Term (as specified in the applicable Order), solely for Customer's internal use by its Authorized Users in accordance with these Terms, the applicable Order.

2. INFI reserves the right, in its sole discretion, to make any changes to the Software Services and the underlying software platform that it deems necessary or useful to maintain or enhance their quality, cost efficiency, performance, or security to comply with laws, regulations, or rules, or industry best practices.

b. Customer Obligations.

1. Customer shall not, and shall not permit any other person or entity to, access or use any Product except as expressly permitted by these Terms. Without limiting the generality of the preceding sentence, Customer shall not, except as these Terms expressly permit: copy, modify, or create derivative works or improvements of any Product or any printed or electronic materials provided by INFI in connection therewith (the **Materials**); rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software Service or Materials to anyone, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service; reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software Services (or any software component thereof), or any Materials, or any other Product, in whole or in part; bypass or breach any security device or protection used with respect to

such Product; or access or use the Software Service other than by an Authorized User through the use of his or her own then valid access credentials; input, upload, transmit, or otherwise provide to or through the Software Service, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code; damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Software Service; remove, delete, alter, or obscure any trademarks, specifications, documentation, warranties, or disclaimers, or any intellectual property or proprietary rights notices relating to INFI or any Product; access or use any Product in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property, privacy right, or other right of any third party, or that violates any applicable law; access or use any Product for purposes of competitive analysis, the development, provision, or use of a competing product of any kind; or attempt to do any of the foregoing, whether or not successful.

2. Customer shall be solely responsible for: procuring, maintaining and securing its network connections and telecommunications links for its systems, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links; maintaining the security of systems used to access the Software Service; each Authorized User's compliance with these Terms and any liability arising from any violation thereof; determining the need for, and if necessary, be responsible for securing, written consents and/or authorizations from Customer's patients as may be required per Customer's internal policies and procedures or as otherwise required by applicable laws in order to permit Customer to enter or upload data into the Software Service, INFI to access and process such data (including through any third-party service provider), and for INFI to provide the Software Service in the manner contemplated herein and without violating the privacy or other rights of any person; the accuracy, quality and legality of all Customer data, and the means by which Customer acquires all such data. Customer shall immediately notify INFI of any unauthorized access to or use of the Software Service of which Customer becomes aware and reasonably cooperate with INFI on any recommended next steps.

c. Term; Termination

1. The term of Customer's right and license to access and use the Software Service (the **Term**) begins on the license start date INFI specified in Order and shall continue for the time period set forth in the Order (the **Initial Term Period**). Thereafter, the Term shall automatically renew for one or more equal periods equal to the Initial Term Period (each, a **Renewal Term**), unless either Party notifies the other at least 60 days prior to the end of the Term then in effect that it does not wish to renew the Term for such additional Renewal Term. Unless otherwise agreed to by the Parties in any addendum to the Order or other extension, the Fees for any Renewal Term shall be increased by 10%.

2. Either Party may terminate the Term upon written notice to the other Party if the other Party breaches any material term of these Terms or the applicable Order and fails to substantially correct the breach within 30 days from the date of such notice.

3. Upon any termination or expiration of the Term, all rights granted to Customer, including all access rights, with respect to the Software Service shall cease. Notwithstanding anything else herein, for a period of 5 days following such termination, Customer may access the Software Service solely to retrieve its data stored therein. In the event that the Term is terminated by INFI, Customer shall be responsible for paying to INFI all Fees for the remainder of the original Term then in effect (without regard to any termination thereof), which shall be invoiced to Customer upon such termination.

4. Notwithstanding any termination or expiration of the Term, or any other termination of the relationship of the Parties contemplated hereby, the following Sections of these Terms shall survive and remain binding on the Parties: 1, 3(a), 3(c), 3(d), 4, 5, 6(b),6(c)(3), 6(c)(4), 6(d), and 7-11.

d. Intellectual Property

1. As between INFI and Customer, INFI exclusively owns and reserves all right, title and interest in and to (A) the Intellectual Property relating to the Hardware, and (B) subject to the license grants set forth in Section 6(a), the Software Services and all technology related thereto, including without limitation all Intellectual Property therein; and no other license, right, title, or interest in and to the Software Services or any other Intellectual Property of INFI is granted, whether explicitly or implicitly, to Customer or any other person or entity under this Agreement.

2. As between INFI and Customer, Customer shall own all right, title, and interest in and to Customer data submitted by Authorized Users into the Software Service (the **Customer Data**). Customer hereby grants to INFI a non-exclusive, perpetual, royalty-free license to process the Customer Data as necessary or useful for the provision of the Software Service, including training, demonstration, research, development, benchmarking, continuous improvement, and facilitating the provision of its products, software and services, including the right use the Customer Data in a de-identified, anonymized and aggregated manner.

3. Customer has no obligation to provide any Feedback. If any Feedback is provided, Customer grants to INFI a non-exclusive, royalty-free license to use, share, and commercialize, in any way and for any purpose, and without charge or other compensation. Customer acknowledges and agrees that all right, title and interest in and to any modifications to, or new versions or releases of the Products arising from use, incorporation and/or implementation of Feedback, including without limitation, all Intellectual Property therein, are and shall be owned exclusively by INFI.

7. Confidential Information.

a. Each Party shall: use the other's Confidential Information in confidence, using the same degree (but no less than a reasonable degree) of care and protection that it exercises with its own confidential information of a similar nature; not to directly or indirectly disclose, copy, distribute, republish or allow access to any Confidential Information of the other Party to a third party; and not to use the other Party's Confidential Information for any purpose other than as necessary to fulfill such Party's obligations or exercise its rights under this Agreement. Notwithstanding the above, either Party may disclose Confidential Information to the extent that it is required by law or regulation (including court order or subpoena or other governmental decree or authority), provided that, if legally permitted, it shall notify the other Party promptly before making such disclosure, so as to enable such other Party (at such other Party's own expense) to seek a protective order or other similar protection.

b. Any unpermitted use or disclosure of a Confidential Information may cause irreparable damage for which remedies other than injunctive relief will be inadequate and that the Disclosing Party shall be entitled to seek injunctive relief or other equitable relief enjoining such use or disclosure, without the posting of a bond or other security, in addition to any other remedies available by law or under these Terms.

8. DISCLAIMER.

a. THE FIRMWARE AND SOFTWARE SERVICE ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EITHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. INFI DOES NOT WARRANT THAT SOFTWARE SERVICE OR ANY OTHER PRODUCT WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED.

b. TO THE EXTENT THAT ANY THIRD PARTY PRODUCTS (INCLUDING ANY PAYMENT GATEWAY OR OTHER PAYMENT PROCESSING TECHNOLOGY OR SERVICE) OR SERVICES ARE PROVIDED WITH OR PURSUANT TO ANY PRODUCTS, THE WARRANTIES FOR THOSE THIRD PARTY PRODUCTS ARE HEREBY DISCLAIMED. CUSTOMER AGREES TO COMPLY WITH ANY APPLICABLE TERMS AND CONDITIONS OF SUCH THIRD PARTY WITH RESPECT TO SUCH THIRD PARTY PRODUCTS AND TO LOOK SOLELY TO SUCH THIRD PARTY WITH RESPECT TO ANY CLAIMS, INCLUDING ANY SUPPORT OR MAINTENANCE, RELATING TO SUCH THIRD PARTY PRODUCTS.

9. LIMITATION OF LIABILITY.

WITHOUT LIMITING ANYTHING IN THIS AGREEMENT OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY OR THEIR RELATED PARTIES BE LIABLE FOR ANY OF THE FOLLOWING: (I) DIRECT DAMAGES IN EXCESS OF THE ACTUAL PURCHASE PRICE AND/OR FEE(S) PAID BY CUSTOMER DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE APPLICABLE CLAIM AROSE, (II) ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR OTHER INDIRECT DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLES) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THESE TERMS OR THE PRODUCTS, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF THE PARTY OR ITS RELATED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES INTEND THAT THE LIMITATIONS AND DISCLAIMERS CONTAINED IN THIS SECTION SHALL BE VALID AND ENFORCED EVEN IF THEY FAIL OF THEIR ESSENTIAL PURPOSE. FOR THE AVOIDANCE OF DOUBT, INFI IS NOT RESPONSIBLE FOR ANY LOSSES OR INJURIES ARISING FROM THE SELECTION, INSTALLATION, OPERATION, CONDITION, POSSESSION OR USE OF THE PRODUCTS. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, AN ACTION THAT CUSTOMER BRINGS AGAINST INFI FOR BREACH OF THESE TERMS OR FOR ANY OTHER CLAIM THAT ARISES OUT OF OR RELATES TO THE PRODUCTS OR THEIR DESIGN, MANUFACTURE, SALE OR DELIVERY MUST BE BROUGHT WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES.

10. Miscellaneous.

a. Customer shall comply with all applicable laws, regulations and rules relating to its use of the Products. Customer shall maintain commercially reasonable insurance to cover liability arising from its use of the Products.

b. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without reference to conflict of law principles. Venue and jurisdiction for any federal or state court litigation or any alternative dispute resolution including mediation and arbitration shall be in Chicago, Illinois. In the event of a dispute between the parties arising under or in connection with this Agreement, both parties agree to engage in non-binding mediation for the outstanding issues prior to any lawsuit being filed by either party for at least 30 days. Mediation will take place in Chicago, IL.

b. This Agreement is the full, final and complete agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes any prior agreement, commitment, quotation, offer, understanding, representation and communication between the Parties, whether written or oral, with

respect to such subject matter. This Agreement, including any Order, cannot be amended, and no right or claim arising hereunder may be waived, except in a written amendment or waiver that is signed by an authorized representative of each respective Party.

c. In the event that any term or condition of this Agreement is determined to be invalid, illegal or otherwise unenforceable, such determination shall have no effect on the other terms and conditions of this agreement, which shall continue to be binding upon the Parties. Lack of enforcement of any term or condition in this Agreement shall not be construed as a waiver of any rights conferred by such term or condition.

d. The rights and remedies conferred under this Agreement apply only to the Parties, and shall not be construed to inure to the benefit of or provide any right of action to any other person, including without limitation any patient or third-party payor.

e. In making and performing this Agreement, Customer and Spotlight are independent contractors, and nothing contained in this Agreement will be construed or implied to create an agency, partnership or employer and employee relationship between them.

f. Customer may not assign any of its rights or delegate any of its duties under this Agreement without the express, prior written consent of INFI, and, absent such consent, any attempted assignment or delegation will be null and void ab initio. Subject to the foregoing sentence, this Agreement and all rights hereunder shall be binding upon and inure to the benefit of the successors and assigns of each respective Party.

g. Except with respect to the obligations to remit payments to INFI hereunder, neither Party assumes liability or will be liable for any failure or any delay in fulfilling its obligations hereunder caused, in whole or in part, directly or indirectly, by fires, natural disasters, strikes, shortages of raw materials, supplies or components, retooling, upgrading of technology, delays of carriers, embargoes, government orders or directives, terrorist activities, or any other circumstance beyond the reasonable control of such party (each, a **Force Majeure**).

h. INFI may give notice by means of a notice via the Software Service, electronic mail to your email address on record in INFI's account information, or by written communication sent by first class mail or pre-paid post to Your address on record in INFI's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or prepaid post) or 12 hours after sending (if sent by email) or posting a notice on the Services. You may give notice to INFI (such notice shall be deemed given when received by INFI) at any time by any of the following: letter delivered by nationally recognized delivery service or first class postage prepaid mail to INFI at the following address: 159 N Sangamon St. Suite 200, Chicago, IL 60607, in either case, addressed to the attention of: Legal.

11. Certain Definitions.

Authorized User means a unique, identifiable employee or agent of Customer who Customer authorizes to have access to the Software Service.

Confidential Information means all trade secrets confidential and/or proprietary documents and information that a Party or its representatives (each, a **Disclosing Party**) has provided or will provide or otherwise has made or will make accessible to the other Party or its representatives (each, a **Receiving Party**) whether tangible or intangible, and in whatever form or medium. Notwithstanding the foregoing, Confidential Information shall not include any information that a Receiving Party proves, bearing the burden of proof, at the time of disclosure, is or was generally available to the public, and without violation of these terms, that becomes available to the Receiving Party from a third party that is not prohibited from disclosing such information, or that was developed without access to or use of the Disclosing Party's Confidential Information. For the avoidance of doubt, it is acknowledged that all INFI Intellectual Property (other than as published or otherwise made publicly available with respect to any registration or application of such Intellectual Property), and all source code, algorithms and proprietary information relating to the technology of any Product is INFI's Confidential Information.

Feedback means any suggestion, enhancement request, recommendation, correction or other feedback relating to any of the Products that Customer or any of its Authorized Users provide to INFI.

Harmful Code means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any computer, software, firmware, hardware, system, or network; or any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby; or prevent Customer or any Authorized User from accessing or using the Software Service.

Intellectual Property means any patent, copyright, trademark, service mark, trade secret, confidential information, or other intellectual property of any nature or kind belonging to, or controlled by, a person or entity, whether protected, created, or arising under any United States federal, state or local law, or under any federal, state or local law of any other country, or under any international treaty or convention, and all right, title and interest therein and thereto.