

SMARTHUB CONNECT AND SMARTHUB ORBIT LICENSE AGREEMENT

This **SMARTHUB CONNECT AND SMARTHUB ORBIT LICENSE AGREEMENT** (together with each applicable Quotation and the Technical Documentation, the "Agreement") is made effective upon mutual execution (the "Effective Date") of a quotation (each a "Quotation") signed by the Parties that references this License Agreement and is by and between **BELIMED INC.**, a Florida corporation having a principal place of business located in Charleston County, South Carolina (together with its successors and assigns, hereinafter, "**Belimed**"), and the Customer identified in Quotation (the "**Customer**"). Belimed and Customer are each a "Party" and together the "Parties."

TERM AND CONDITIONS

I. AGREEMENT

The Parties agree to be legally bound by this Agreement. In the event of a conflict between the Terms and Conditions herein, the Technical Documentation and the applicable Quotation, the order of priority shall be: (1) the Quotation, (2) these Terms and Conditions and (3) the Technical Documentation. The Quotation include commercial terms that apply to this Agreement, such as fees and payment terms, as well as any changes to these Terms and Conditions agreed upon by the Parties. The terms of this Agreement apply separately to Quotation, and each Quotation forms the basis of a separate Agreement.

II. DEFINITIONS

2.1 "**Belimed Equipment**" means the Belimed-manufactured washers, sterilizers, disinfectors and/or other related equipment owned or operated by Customer and in connection with which SmartHub Connect and, if applicable, SmartHub Orbit is used.

2.2 "**Customer Content**" means any information, data, content, or other media that is transferred by or on behalf of Customer to Belimed for use with the Licensed Products, which is primarily directed to information associated with Customer's use of the Belimed Equipment. For example, and not limitation, Customer Content includes the data types referenced in the Technical Documentation. Customer Content shall not include any protected health information protected by the Health Insurance Portability and Accountability Act or other applicable federal or state law.

2.3 "**Licensed Products**" means the software products identified in the Quotation, which includes SmartHub Connect, SmartHub Orbit or both.

2.4 "**SmartHub Orbit**" means Belimed's proprietary, cloud-based Software and associated services that are provided to Customer pursuant to this Agreement to be used in connection with the day-to-day operation, trouble shooting and maintenance of associated Belimed Equipment.

2.5 "**SmartHub Connect**" means the Software that Customer uses in connection with the Belimed Equipment, including to connect the Belimed Equipment to the Orbit Application, and includes SmartHub Connect Server, SmartHub Site and SmartHub Machine, each of which are separately licensed to Customer.

2.6 "**SmartHub Connect Server**" means that portion of SmartHub Connect installed on a computer server that allows/authenticates SmartHub Connect and receives cycle data from the Belimed Equipment via the other components of SmartHub Connect.

2.7 "**SmartHub Machine**" means that portion of SmartHub Connect installed on a single item of Belimed Equipment that allows it to connect to the other components of SmartHub Connect.

2.8 "**SmartHub Site**" means that portion of SmartHub Connect that is licensed to a single physical location and that identifies that location via SmartHub Connect.

2.9 "**Software**" means any computer code, computer program, script, subroutine, patch, executable file, machine-readable code or human-readable source code associated with the Licensed Products.

2.10 "**Systems and Equipment**" means the Customer's computer equipment (e.g. computer hardware, servers, etc.), software (operating systems, software applications, etc.) telecommunications equipment, and internet access.

2.11 "**Technical Documentation**" means Belimed's current documentation that provides the technical requirements for the Licensed Products, including software compatibility, required Systems and Equipment, network requirements, data storage requirements and applicable data types. The Technical Documentation will be provided to Customer upon request.

III. LICENSE AGREEMENTS AND LIMITATIONS; OWNERSHIP

3.1 SmartHub Orbit License Agreement. If the Quotation indicates that Customer is obtaining a license to SmartHub Orbit, Belimed hereby grants to Customer, and Customer hereby accepts from Belimed a limited, non-exclusive, non-assignable, non-transferable, non-sublicenseable, revocable license (hereinafter, the "**SmartHub Orbit License**") during the Term for Customer to access, use, and display SmartHub Orbit according to the Technical Documentation and solely in connection with the Belimed Equipment that is owned or rightfully used by Customer. Customer understands and agrees that SmartHub Orbit is available to Customer only if Customer is using SmartHub Connect in connection with the associated Belimed Equipment.

3.2 SmartHub Connect License Agreement. If the Quotation indicates that Customer is obtaining a license to SmartHub Connect, or some portion thereof, Belimed hereby grants to Customer, and Customer hereby accepts from Belimed a limited, non-exclusive, non-assignable, non-transferable, non-sublicenseable, perpetual license (hereinafter, the "**SmartHub Connect License**") for Customer to store, use, and display the components of Smart Hub Connect specified in the Quotation and further described herein solely in connection with the Belimed Equipment owned or rightfully used by Customer pursuant to the requirements set forth in the Technical Documentation. For SmartHub Connect Site, the SmartHub Connect License extends to only the quantity of physical locations identified in the Quotation. For SmartHub Machine Connection, the SmartHub Connect License extends to only the quantity of Belimed Equipment identified in the Quotation.

3.3 No Transfer of Ownership. Customer acknowledges and agrees that the Licensed Products are licensed to Customer and not sold and that Belimed and/or its licensors shall retain all right, title and interest in and to the Licensed Products. To the extent that Customer makes any suggestions regarding the Licensed Products, or changes to the Licensed Products, Customer agrees that the product of these suggestions and changes are owned by Belimed and not Customer. Customer hereby irrevocably assigns all right, title and interest in and to the Licensed Products that Customer, its agents and affiliates, may obtain as a result of such suggestions and changes.

3.4 Limitations. Customer acknowledges and agrees that it shall not without the prior consent of Belimed: (i) reproduce, distribute, decompile or disseminate to third parties, or edit, alter, modify, adapt, translate, make derivative works of, reverse engineer, disassemble or attempt to discover the source code of the Licensed Products, or exploit the Licensed Products; (ii)

permit the Licensed Products, or any part thereof, to be combined with or become incorporated in any other software; (iii) remove any product identification, copyright, or other notices embedded within Licensed Products; (iv) sublicense, relicense, provide, lease or lend the Licensed Products to any third party, or use the Licensed Products for timesharing or service bureau purposes; or (v) use the Licensed Products to breach the rights of any third party or applicable law.

3.5 License to Customer Content. Customer hereby grants to Belimed a non-exclusive, fully paid-up, royalty-free license to the Customer Content for the limited purposes of providing the Licensed Products to Customer, performing the Services during the Term as described herein and thereafter for data aggregation purposes solely based on anonymized Customer Content. Anonymized Customer Content is Customer Content that does not identify Customer, its employees or agents (and specifically does not include names, email addresses, or other personal identifiable information) and that cannot be de-anonymized or otherwise interrogated in any manner that might identify Customer, its employees or agents. Except for the license granted in this Section 3.5, Belimed shall not acquire any right, title or interest in the Customer Content.

IV. SERVICES; AVAILABILITY

4.1 SmartHub Orbit Services. SmartHub Orbit is installed on the Customer's systems by Belimed using remote access. Belimed's service organization will be able to access the Customer's data uploaded by SmartHub Connect to SmartHub Orbit for the purpose of providing support and maintenance services with respect to the Software and the Belimed Equipment operated by the Customer. Sections 4.1-4.2 apply only if the Licensed Products includes SmartHub Orbit.

4.2 Updates. Belimed reserves the right to amend SmartHub Orbit and its mode of operation at any time. An amendment of the mode of operation shall be announced to Customer at least one month in advance. Such amendments will not decrease the scope of operation or functionality of SmartHub Orbit except as specifically agreed by Customer. SmartHub Orbit shall be accessible to Customer in its then-current version only.

4.3 SmartHub Connect Services. If the Licensed Products include SmartHub Connect, or some portion thereof, Belimed shall use commercially reasonable efforts to provide the limited support and maintenance services for the Smart Hub Connect as reflected below to the Customer (the "Services") during the typical service life of the Belimed Equipment. Customer hereby grants to Belimed a non-exclusive, royalty-free license to access its Systems and Equipment for the limited purpose of performing the Services.

(a) Smart Hub Connect Installation: Belimed will assist with the initial installation of SmartHub Connect as further described in the Technical Documentation. This includes the performance of a single functional test.

(b) Support: Belimed will attempt to troubleshoot and repair any performance issues associated with SmartHub Connect during the License Term in response to Customer's request for such Support via the Support Contact Information provided herein. Belimed may provide this Support through online and/or telephone-based support. Customer agrees to maintain log files that detail the availability and/or performance of SmartHub Connect. Additionally, Belimed will provide periodic Updates (not upgrades) during the License Term. Belimed will provide Updates to Customer for Customer to install or may, at Belimed's discretion, install such Updates for Customer. Customer understands that Customer must plan maintenance periods for Updates.

4.4 Additional Services Available from Belimed. Belimed offers services outside of this Agreement associated with the Belimed Equipment, including correcting errors and performance issues associated with the Licensed Products during the License Term, system training, add-ons,

additional modules, infrastructure support, etc. Customer is encouraged to contact Belimed for additional information on these services.

4.5 Availability; Data Backup and Security. The Licensed Products are designed to function continuously. However, Belimed makes no guarantees regarding the continuous and uninterrupted availability of the Licensed Products. Availability may be restricted or interrupted during maintenance periods.

4.6 Third Party Services. Belimed may engage one or more third parties to fulfill Belimed's obligations under this Agreement. Belimed shall be liable for the performance of the third parties it engages as if the activities of the third parties were performed by Belimed, provided all limitations on liability and remedies provided in this Agreement will apply to any such third party activity.

V. CUSTOMER COOPERATION AND SUPPORT; SYSTEMS AND EQUIPMENT; DATA

5.1 Customer Cooperation. Customer shall cooperate with Belimed as reasonably required for Belimed to provide the Licensed Products and Services as described herein. Customer's failure to reasonably cooperate may cause delays and/or prevent the use of the Licensed Products or the provision of the Services. Belimed reserves the right to restrict, belatedly perform, or suspend any Services in response to Customer's failure to cooperate, or to charge Customer for additional costs arising from Customer's failure to cooperate. Customer's cooperation shall include, but is not limited to:

(a) Complying with the technical requirements provided in the Technical Documentation;

(b) Providing the Access License to ensure that Belimed is able to provide the Services and otherwise perform under this Agreement;

(c) Maintaining reasonable security measures (e.g. antivirus software, firewalls, etc.) to protect the Licensed Products, as further described in the Technical Documentation;

(d) Supporting Belimed in troubleshooting and debugging of the Licensed Products; and

(e) Documenting errors and exceptions associated with the Licensed Products.

5.2 Customer Support. Belimed will use commercially reasonable efforts to remotely remedy any errors or deficiencies associated with the Licensed Products. Additional fees may be required for Belimed to address errors with SmartHub Connect. On-site support is not included in this Agreement. Support methods may include providing troubleshooting documentation, remote corrections, virtual meetings, email communications, and telephone communications. The Customer shall make available structured log files for diagnosis purposes. Contact information for Belimed's Customer Support is provided below. Customer should check Belimed's website, www.belimed.com, for updated Support contact information.

U.S. Helpdesk Phone: 1-800-451-4118 Option 2 (8:00 AM – 5PM Eastern)

Helpdesk Email Address: Technicalservice.us@belimed.com

5.3 Customer Responsibility for Systems and Equipment. The Services of Section 4 apply only to the Licensed Products as indicated therein. Belimed shall have no liability with respect to Customer's inability to use the Licensed Products due to Customer's Systems and Equipment, and Belimed will not make any attempt to resolve downtime or other issues related to the Licensed Products that arise from Customer's Systems and Equipment.

5.4 Data Usage; Data Protection. The types of data used in connection with the Licensed Products are set forth in the Technical Documentation. Belimed reserves the right to limit, extend or otherwise amend the kinds and amounts of data processed, and the intended use of such data, by the Licensed Products. Customer agrees that no patient data or other personal health-related data will be disclosed to Belimed.

VI. WARRANTY DISCLAIMER; LIMITED REMEDIES

6.1 Warranty Disclaimer. THE LICENSED PRODUCTS ARE PROVIDED "AS-IS," AND BELIMED MAKES NO WARRANTIES EXPRESS OR IMPLIED WITH RESPECT TO THE LICENSED PRODUCTS OR SERVICES PERFORMED UNDER THIS AGREEMENT AND DISCLAIMS ANY SUCH WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY AND ALL: (I) WARRANTIES CONCERNING UNINTERRUPTED OR ERROR-FREE ACCESS OR USE OF THE LICENSED PRODUCTS OR RESULTS OBTAINED THROUGH USE OF THE LICENSED PRODUCTS; (II) WARRANTIES OF TITLE; (III) WARRANTIES OF NON-INFRINGEMENT; (IV) WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (V) ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. BELIMED DOES NOT AUTHORIZE ANY PERSON TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF AND CUSTOMER SHOULD NOT RELY ON ANY PERSON MAKING ANY SUCH STATEMENTS.

6.2 CUSTOMER'S EXCLUSIVE REMEDY FOR ANY CLAIM ARISING IN CONNECTION WITH SERVICES OR THE ITEMS DELIVERED UNDER THIS AGREEMENT, WHETHER BASED ON WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, WILL BE TO NOTIFY BELIMED IN WRITING OF THE CLAIM PROMPTLY UPON LEARNING OF THE CLAIM AND BELIMED WILL, UPON CONFIRMATION OF ITS BREACH OF THIS AGREEMENT, RE-PERFORM THE SERVICES OR ATTEMPT TO CORRECT ISSUES WITH THE LICENSED PRODUCTS.

6.3 THIRD PARTIES. BELIMED IS NOT LIABLE UNDER THIS AGREEMENT TO THIRD PARTIES FOR ALLEGED DEFECTS IN SERVICES PERFORMED OR ITEMS LICENSED.

VII. LIMITATION OF LIABILITY

EXCEPT FOR CLAIMS ARISING FROM THE WILLFUL MISCONDUCT OF BELIMED, IN NO EVENT SHALL BELIMED, ITS DIRECTORS, OFFICERS, EMPLOYEES OR REPRESENTATIVES BE LIABLE TO CUSTOMER UNDER ANY THEORY OF LIABILITY FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, ECONOMIC, SPECIAL, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DAMAGES TO PROPERTY, FOR LOSS OF PROFITS, REVENUE, DATA, BUSINESS INTERRUPTIONS OR FOR INTERRUPTED USE OF THE LICENSED PRODUCTS, OR FROM ANY DEFECT, ERROR, OR MALFUNCTION OF THE LICENSED PRODUCTS OR SERVICES, WHETHER IN CONTRACT, TORT, OR OTHERWISE RESULTING FROM PERFORMANCE, NON-PERFORMANCE OR DELAY IN PERFORMANCE, AND WHETHER OR NOT BELIMED HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING.

EXCEPT FOR CLAIMS ARISING FROM THE WILLFUL MISCONDUCT OF BELIMED, BELIMED WILL NOT BE LIABLE TO CUSTOMER, ITS AFFILIATES OR AGENTS WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY THEORY OF LIABILITY FOR ANY AMOUNT, REGARDLESS OF THE NUMBER OF CLAIMS ALLEGED, IN EXCESS OF THE FEES PAID UNDER THIS AGREEMENT.

VIII. INDEMNIFICATION

8.1 Infringement Indemnification. Belimed will indemnify, defend and hold harmless Customer in connection with any third-party claim against Customer and pay all damages, costs, expenses (including reasonable attorneys' fees), settlements or judgments arising out of a claim that the Licensed Products or authorized use thereof infringe the patent rights or copyright of a third party; provided, however, that if the Licensed Products are held to be infringing, are accused of infringing, or where Belimed believes the Licensed Products may be infringing, Belimed may at its expense and option: (1) obtain for Customer the right to continue using the Licensed Products; (2) modify or replace the Licensed Products with non-infringing software and/or services; or (3) if Belimed determines that such remedies are not commercially reasonable, Customer shall immediately cease accessing and using the Licensed Products, the license for such Licensed Product(s) shall immediately terminate, and Belimed will return a portion of the fee paid for the Licensed Product(s), as prorated over the length of the Term or typical service life (for SmartHub Connect). Belimed will not be liable to Customer if an infringement claim is based upon use of the Licensed Products in violation of any of the terms of this Agreement by Customer. The remedies stated in this Section 8.1 are the sole and exclusive remedies of Customer with respect to any claims for intellectual property infringement related to the Licensed Products.

8.2 Indemnification Procedures. To receive the indemnification provided in Section 8.1, the Party seeking indemnification shall promptly notify the indemnifying Party in writing of a claim or suit and provide reasonable cooperation (at the indemnifying Party's expense) and full authority to defend or settle the claim or suit. The indemnifying Party shall have no obligation to indemnify the Party seeking indemnification under any settlement made without the indemnifying Party's written consent.

IX. TERM AND TERMINATION

9.1 Term. This Agreement shall commence on the Effective Date identified in an applicable order form and shall continue for license term for each of the Licensed Products for the duration identified in the Quotation (the "Term"), which, for SmartHub Connect shall be forever and for SmartHub Orbit shall be one year unless Quotation expressly provides a different amount of time. Further, the term of the SmartHub Orbit License shall not begin until SmartHub Orbit is accessed by Customer (for initial licenses of SmartHub Orbit).

9.2 Termination. This Agreement may be terminated as follows:

(a) For Convenience. By either Party upon providing six (6) months prior written notice.

(b) For Cause. By either Party immediately if the other Party (i) has materially breached this Agreement (including failure to meet payment obligations under this Agreement) and has failed to cure such breach within thirty (30) days after receipt of written notice from the non-breaching Party; (ii) becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors; or (iii) violates any applicable law or regulation in connection with its performance hereunder.

9.3 Effect. Upon termination or expiration of this Agreement, the Services will no longer be provided and the SmartHub Orbit License, if any, shall terminate. Belimed will refund Customer any fees for SmartHub Orbit that have been prepaid pro rata in the event that this Agreement is terminated early for convenience by either Party or for cause by Customer.

X. GENERAL

10.1 Compliance with Applicable Law. The Parties shall at all times comply with all applicable laws and regulations in connection with this Agreement.

10.2 Modification of this Agreement. The terms of this Agreement may only be modified by a written agreement signed by both Parties.

10.3 No Third Party Beneficiaries. This Agreement shall inure to the benefit of and shall be binding upon the Parties' and their respective permitted successors and assigns. There are no third party beneficiaries to this Agreement.

10.4 Severability/Waivers. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be automatically reformed and construed so as to be valid, legal, operative, and enforceable to the maximum extent permitted by applicable law while preserving its original intent. The invalidity, illegality or unenforceability of any part of this Agreement shall not render invalid, illegal or unenforceable the remainder of this Agreement. Additionally, no waiver of any provision of this Agreement or any rights or obligations of either Party hereunder shall be effective, except pursuant to a written instrument signed by both Parties waiving compliance, and any such waiver shall be effective only in the specific instance and for the specific purposes stated in such writing. Failure by either party to require strict performance hereunder will not be deemed a waiver of that party's right to subsequently require strict performance.

10.5 Assignment. Customer may not assign this Agreement without the written consent of Belimed. Belimed may assign this Agreement, in whole or in part, to its parent companies, subsidiaries, and affiliates.

10.6 Choice of Law and Exclusive Jurisdiction. This Agreement shall be governed by and interpreted in accordance with the laws of the State of South Carolina without regard to conflict of law principles. Any litigation arising out of or associated with this Agreement shall be instituted and maintained exclusively in the federal or state courts for Charleston County, South Carolina, and each Party voluntarily submits to the jurisdiction of such courts.

10.7 Survival. The provisions of this Agreement, which by their terms or nature extend beyond the termination of this Agreement shall survive expiration or termination of this Agreement regardless of the cause of such termination.

10.8 Notice. Unless otherwise specified herein, all notices, certificates, or other communications hereunder shall be in writing and sent to the parties at the address provided in the Quotation by certified mail, return receipt requested, postage prepaid, or hand-delivered, by courier or overnight courier service. Unless otherwise provided herein, all notices shall be effective on the fifth business day following such notice being deposited in the United States mail or on the day of delivery, if hand-delivered or one business day following mail if by overnight courier.