

ON.CARE VENDOR TERMS AND CONDITIONS

Each of On.Care, LLC, a New York limited liability company (“On.Care”) and the Vendor set forth on an Order Form (“Vendor” and, together with On.Care, the “Parties” and each, a “Party”) agree to these On.Care Vendor Terms and Conditions (these “Vendor Terms”) with respect to each Order Form, as follows:

1. Definitions. Capitalized but undefined terms used herein shall have the following meanings:

“Agreement” means the Agreement between Vendor and On.Care regarding Vendor’s use of the Platform and the Services, and includes, collectively, these Vendor Terms, the Website Terms of Use and any and all Order Forms, each of which shall be considered appended to the Agreement and incorporated therein by reference.

“Authorized Users” means a natural person who is an employee, agent, or contractor of Vendor who has been authorized by Vendor to access and use the Platform or other Services of On.Care under the Agreement solely for the benefit of Vendor.

“Confidential Information” means any and all proprietary, confidential and/or other business information of a Party (“Discloser”), whether or not marked confidential, that is disclosed to, learned by or developed by, for or on behalf of the other Party (“Recipient”) including without limitation information regarding costs, pricing, fees, charges, budgets, volume and other discounts, financial and economic information, customers, business and marketing plans, product information, technical specifications and proprietary methodologies (including in the case of On.Care the Platform and Services), operational information, negotiation history, and the terms and conditions of the Agreement (including without limitation pricing and fee structures related hereto). “Confidential Information” shall not include information: (i) already known to Recipient prior to receipt from Discloser; (ii) generally available to the public other than as a result of Recipient’s breach of the Agreement; (iii) obtained by Recipient from a third party with authority to disclose such information without confidentiality obligations; or (iv) subsequently developed by Recipient independently without breaching any of its obligations under the Agreement. Accordingly,

“Customer” means any end user customer of Vendor, to be determined on a per-location basis, who is also a customer of On.Care during the Term, including without limitation nursing homes or other facilities providing healthcare services.

“Documentation” means any user documentation or published specifications for the Services which are available during the Term, which may be updated by On.Care from time to time during the Term,

including without limitation the explanation of On.Care’s Integration process.

“Fees” means the amounts specified in each Order Form, to be charged by On.Care to Vendor, including without limitation, (i) any one-time fees in consideration for the initial Integration or any subsequent Integration with respect to additional Modules; (ii) any fees charged for additional or supplementary services; and/or (iii) any monthly, quarterly or other recurring charges relating to Customers, which unless otherwise set forth on an Order Form, will be charged based on the number of Customers with whom Vendor interacts via the Platform, whether or not an Integration is completed for each Customer.

“Integration” means the integration of the Platform and the Vendor environment, including the Vendor Site and Vendor Data, and shall include (i) the initial integration allowing Vendor to access the Platform generally; (ii) any subsequent integration allowing Vendor to utilize additional Modules specified on a subsequent Order Form; and/or (iii) any integration allowing Vendor to utilize the Services vis-à-vis a specific Customer, as contemplated hereunder.

“Intellectual Property Rights” means all tangible and intangible rights associated with works of authorship throughout the world, including but not limited to, copyrights, moral rights, and mask works; trademarks and trade name rights and similar rights; trade secret rights; patents, designs, algorithms, and other legally protectable intellectual or industrial property rights (of every kind and nature throughout the world and however designated); and all registrations, initial applications, renewals, extensions, continuations, divisions, or reissues now or hereafter in force (including any rights in the foregoing) anywhere in the world, regardless of whether or not such rights have been registered with the appropriate authorities in such jurisdictions in accordance with the relevant legislation.

“Marks” means a Party’s trademarks, service marks, trade names and associated logos.

“Module” means each of the different Service functionalities provided via the Platform, including with limitation On.Care’s procurement module and invoicing module.

“On.Care IP” means the Platform, the Services, On.Care’ Marks and Confidential Information,

including any and all Intellectual Property Rights arising from any of the foregoing.

“Order Form” means each On.Care order form executed by and between the Vendor and On.Care, issued under the terms of the Agreement.

“Platform” means On.Care’s proprietary procurement management information exchange platform, comprised of the Integrations, Modules, programs, data or components used or developed by On.Care (or by third parties on behalf of On.Care) in connection with providing the Services, together with any changes, enhancements, extensions, adaptations, components, additions, improvements and applications thereof now existing and hereafter devised, including without limitation all Updates and Material Updates.

“Privacy Policy” means On.Care’s Privacy Policy, available periodically at www.oncare.net.

“Services” means those services provided by On.Care to Vendor under the Agreement via the Platform relating to delivery of the core functionality of the Platform, as set forth in more detail hereunder and/or in each Order Form.

“Term” means the term of the Agreement, beginning on the Effective Date (as defined in an Order Form) and continuing for so long as such Order Form is effective, unless earlier terminated pursuant to the terms hereof.

“Vendor Data” means (i) any data or information submitted or made available by or on behalf of Vendor via the Platform, the Services or otherwise under the Agreement, including but not limited to Vendor’s pricing, product and other catalogue-related information; and (ii) Vendor’s Marks. The Parties acknowledge and agree that Vendor shall have sole discretion as to what Vendor Data it provides to On.Care.

“Vendor Site” means the networks, websites, and/or other information systems, including those accessible via mobile phones and devices through wireless networks, owned and/or controlled by Vendor.

“Website Terms of Use” means On.Care’s Terms of Use, available periodically at www.oncare.net.

2. Platform; Provision of Services.

a. *General.* Subject to the terms and condition of the Agreement, including the timely payment of the applicable Fees, On.Care agrees to provide Vendor the Services as are set forth in each Order Form that is executed by the Parties from time to time during the Term. Vendor’s use of the Services shall be limited to its internal business purposes during the Term, and for no other

purposes. Vendor hereby acknowledges the Services rendered by On.Care will be provided on a non-exclusive and non-transferable basis.

b. *Uptime.* On.Care shall use commercially reasonable efforts to make the Services available twenty-four (24) hours a day, seven (7) days a week, except for: (i) any maintenance performed during On.Care’s then-current standard maintenance windows. On.Care may perform maintenance on some or all of the Services in order to upgrade hardware or software that operates or supports the Services, implement security measures, or address any other issues it deems appropriate for the continued operation of the Services (“Scheduled Maintenance”); (ii) any Service unavailability related to the Vendor Site, Vendor Data, or Vendor’s equipment, or the acts or omissions of any user of the Service; (iii) downtime of the Services due to the application of urgent patches or fixes, or other urgent maintenance, recommended by On.Care’s service providers, that is performed outside of Scheduled Maintenance; (iv) any unavailability caused by Force Majeure Events (as defined below); and (v) Internet service provider failures or delays. Vendor acknowledges that On.Care does not control the transfer of data over telecommunications facilities, including the Internet. On.Care does not warrant secure operation of the Services or that it will be able to prevent third party disruptions of such Services. Vendor acknowledges further that the Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. On.Care is not responsible for any delays, delivery failures, damages or other problems, including connection speed, bandwidth, or latency problems, arising out of Vendor’s access to the Internet for the Services.

c. *Order Forms.* Each Order Form shall be effective, incorporated into and form a part of the Agreement when duly executed by both Parties. An Order Form may be for an Integration, or for other services based on another pricing structure, and each Order Form should be numbered and dated for identification.

d. *Documentation.* During the Term, On.Care may make certain Documentation available to Vendor, via On.Care’s website and/or such other electronic transmission as may be determined by On.Care in its sole discretion, and Vendor shall direct its Authorized Users to familiarize themselves with any and all such Documentation as may be provided, for internal use only.

e. *Maintenance of Platform.* On.Care will use commercially reasonable efforts to operate, monitor, and maintain the Platform in such a manner necessary for On.Care to deliver the

Services to Vendor as contemplated hereunder and/or Order Form(s), save any extranet connections between the Parties which are implemented by or at the request of Vendor, as well as such other technology required by Vendor to utilize the Services. Subject to Section 2(f) below and any other provisions contained an Order Form, On.Care will make or install any changes, releases, upgrades, or updates (collectively, “Updates”) to the Platform which are made generally available to On.Care’s other vendors, and On.Care will undertake to properly test such Updates before implementing them in production for Services.

f. *Material Updates.* On.Care reserves the right to make changes and modifications to the Platform. On.Care will endeavor to provide Vendor with notice of any intended Updates to the Platform that include an entirely new version of an Integration or other Platform elements that require Vendor to undertake additional Integrations and/or new training as to its use of the Services.

3. Vendor Obligations and Responsibilities.

a. *Cooperation.* Vendor shall provide On.Care with all materials (including Vendor Data) and cooperation requested in furtherance of On.Care’s performance of the Services hereunder, including (i) making available personnel with the knowledge, capability and authority to implement the Integrations and otherwise have its staff communicate with On.Care personnel as necessary in respect of the Services contemplated hereunder; and (ii) meeting all technical requirements to access the Services, including but not limited to Vendor’s Internet connection (the speed of which may have a significant impact on the responsiveness of the Services), compatible operating software, and all Internet service provider connection charges.

b. *Integrations.* Vendor will (i) upon the execution of any Order Form contemplating an initial or Module-related Integration, prepare the Vendor Site and Vendor Data as necessary or desirable to implement such Integration, and such Integration shall be completed in a commercially reasonable timeframe, subject to the cooperation of the Parties as contemplated hereunder; and (ii) following the initial Integration, Integrate all Customers. The Parties agree to timely collaborate to enable the Integration of each Customer within a commercially reasonable timeframe, but in no case more than five (5) business days of Vendor’s receipt of a request by On.Care and/or any Customer regarding such Integration.

c. *Compliance.* Vendor will: (i) use the Services only in accordance with the

Agreement, and will be responsible for it and its personnel’s compliance with the Agreement; (ii) prevent unauthorized access to or use of Services, and notify On.Care promptly of any such unauthorized access or use; and (iii) comply with all regulations, policies and procedures of networks connected to the Platform and with all applicable laws and government regulations in regards to its (and its Authorized Users’) use of the Services and its performance of its obligations under the Agreement.

d. *No Personal Information.* Without limiting the generality of Section 3(c)(iii), Vendor acknowledges, understands and agrees that no “protected health information” (as defined by HIPAA) shall be included within the Vendor Data or otherwise uploaded provided or in any other way be made accessible to On.Care via the Platform or the Services. For purposes of these Vendor Terms, “HIPAA” means, collectively, the Health Insurance Portability and Accountability Act of 1996, Pub. Law 104-191 (Aug. 21, 1996), its implementing regulations, and the implementing regulations of the Health Information Technology for Economic and Clinical Health Act.

e. *Acknowledgment of Reliance on Vendor.* Vendor acknowledges, understands and agrees that On.Care’s delivery and performance of the Services, including all timelines, are subject to Vendor’s reasonable cooperation with On.Care and provision of all reasonably necessary data and information that may be requested by On.Care from time to time, including without limitation information requested regarding Vendor’s Designated Payment Method, IT Personnel and AP Personnel, and that delays or failure of Vendor or its representatives to deliver required content, information, instructions or other materials in a timely manner will excuse On.Care from related performance requirements under the Agreement to the extent such delay caused or contributed to delays or disruption in the performance of Services.

4. Usage Rights and Restrictions.

a. *Authorized Users.* Only Authorized Users will be permitted to access and use the Services and all such use will be subject to the terms of Website Terms of Use and the Privacy Policy. Vendor will not permit persons who are not Authorized Users to access the Services and Vendor may substitute and remove Authorized Users using functionality of the Services; provided, however, that Vendor is entirely responsible for any and all activities that occur under Vendor’s account, including without limitation by its Authorized Users. Vendor will notify On.Care immediately in the event of any suspected or actual unauthorized use of or access to the Services or the

Platform. On.Care shall have no liability for any loss or damage arising from Vendor's failure to comply with these requirements.

b. *Usage Restrictions.* Vendor (including its Authorized Users) will not (i) access the Platform or use the Services (or any portion thereof) in order to build a competitive product or service or to benchmark with a non-On.Care product or service; (ii) attempt to gain unauthorized access to the Services, the Platform or its related systems or networks; (iii) institute, assist or become involved in any type of attack, including denial of service attacks, or otherwise attempt to interfere with or disrupt the integrity or performance of the Services, the Platform or third-party data contained therein or any person's use thereof or of their own information systems; (iv) permit direct or indirect access to or use of the Services or the Platform in a way that circumvents a contractual usage limit, or use any of the Services to access or use any of On.Care's intellectual property except as permitted under these Vendor Terms; (v) use the Services or the Platform to make any false, misleading or deceptive statement or representation; or (vi) knowingly use the Services to store or transmit code, files, scripts, agents, routines or programs intended to do harm, including, for example, viruses, worms, time bombs, ransomware or Trojan horses.

5. Fees and Payments; Expenses; Taxes.

a. *Fees.* On.Care will invoice to Vendor the Fees, and Vendor shall remit to On.Care the Fees according to the payment schedule set forth in the applicable Order Form. In the absence of any payment terms on the Order Form, Fees shall be paid on Net 30 day terms. All Fees are non-cancellable (except pursuant to a termination by Vendor (per Section 6(a)(ii)) and non-refundable. From time to time during the Term, Vendor may be subject to reasonable Fee increases to account for new technology features, research and development, and product advancement, which in each case shall be subject to a mutually-executed Order Form.

b. *Late Fees; Suspension.* Any Fees not paid when due will accrue interest at the lower of one and one-half percent (1.5%) per month for each month (or fraction thereof) that payment is not received by On.Care, or the maximum percentage allowed by applicable law. In addition, in the event that Vendor fails to timely pay any invoice for Fees, On.Care will have the right, in addition to any other remedies it may have under the Agreement or at law, to suspend Vendor's access to the Platform without any liability to Vendor for any damages suffered by Vendor arising from or related thereto (each, a "Suspension"). During a Suspension, On.Care reserves the right to continue charging

related Fees and to notify any affected Customers of such Suspension. Vendor agrees that On.Care shall have no liability for any Suspension undertaken in accordance with this paragraph. Vendor will reimburse On.Care for all costs and expenses incurred by On.Care arising in its collection of amounts due hereunder, including, without limitation, reasonable attorneys' fees.

c. *Taxes.* Fees under the Agreement are exclusive of any applicable value-added, sales, use excise, property or any other similar tax or fees (other than taxes based on On.Care's income). Vendor is responsible for payment of any all such taxes or fees.

d. *No Specific Offsets.* Vendor shall not directly, indirectly or by implication, communicate or otherwise signal to any Customer any threatened or actual imposition of fees or surcharges for the purpose of covering or otherwise offsetting Vendor's fees or other expenses in connection with On.Care or the Agreement (e.g. Vendor may not charge an "On.Care Fee" or otherwise utilize On.Care's Marks as a line item, descriptor or explanation of charges in any invoicing or other bills or communications to Customer); provided, however, that the foregoing shall not prohibit Vendor from offsetting its costs hereunder in connection with any amalgamated, general administrative fees.

6. Term; Termination; Effect of Termination.

a. *Termination.* Without limiting On.Care's other suspension or termination rights as set forth herein, either Party may terminate the Agreement: (i) beginning upon the first anniversary of the Effective Date of an Order Form, upon forty-five (45) days' prior written notice thereof; (ii) if the other Party materially breaches the Agreement and does not cure such breach within thirty (30) days after written notice of such breach; and (iii) in the event that the other Party becomes insolvent, bankrupt, enters into an arrangement with its creditors, votes to appoint an administrator or trustee or becomes subject to the exercise of powers by a secured creditor (including having a receiver or manager appointed), immediately upon written notice to the other Party.

b. *Effect of Termination.* Upon termination of the Agreement, (i) On.Care shall immediately discontinue performing all the Services; (ii) all of Vendor's (and its Authorized Users') rights hereunder shall automatically terminate and Vendor shall and shall ensure that its Authorized Users cease any and all uses of the Platform and Services and shall delete, remove or otherwise purge On.Care's Confidential Information (as such defined below), including any copies thereof (including from all of Vendor's

electronic distribution systems) and, upon request, certify to On.Care in writing that it has done so; and (iii) all accrued and unpaid amounts owing to On.Care hereunder shall be immediately due and payable by Vendor.

c. *Survival.* Sections 3(e) through 5 and 6(c) through 20 hereof will survive any termination or expiration of the Agreement.

7. Ownership; Licenses; Vendor Data.

a. *By On.Care.* As between the Parties, On.Care is the sole and exclusive owner of all rights, title and interest in and to the On.Care IP. Without limiting the generality of the foregoing and subject to the terms and conditions hereunder, On.Care grants Vendor a non-exclusive, non-transferable right and license to access the Platform and utilize the Services, during the Term and solely as specified in an Order Form. No other rights are granted to Vendor hereunder other than as expressly set forth herein.

b. *By Vendor.* Vendor exclusively owns all rights, title and interest in and to the Vendor Data and Vendor represents and warrants that Vendor has all rights necessary to provide the Vendor Data and use it with the Platform. Without limiting the generality of the foregoing Vendor grants On.Care (i) its affiliates and applicable subcontractors, during the Term, a worldwide, royalty-free, assignable, transferrable right and license to host, copy, transmit and display Vendor Data, as necessary for On.Care to provide the Services in accordance with the Agreement and as necessary to enable On.Care to provide related services to Customers via the Platform; (ii) a perpetual, irrevocable, worldwide, royalty-free, assignable, transferrable right and license to utilize any and all Vendor Data on an *aggregated and anonymized* basis for internal business needs and general quality control; (iii) a perpetual, irrevocable, worldwide, royalty-free, assignable, transferrable right and license to utilize Vendor's Marks in connection with any marketing or promotional materials, including On.Care's website, in connection with the Platform, subject to Vendor's consent (not to be unreasonably withheld); and (iv) a perpetual, irrevocable, worldwide, royalty-free, assignable, transferrable right and license to use and incorporate into the Platform and/or the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by Vendor relating thereto.

c. *Vendor Data.* On.Care shall have no responsibility for any access to or viewing of any Vendor Data by any Customers or other third parties intended to receive Vendor Data, or any third parties who obtain access to Vendor Data

from or as a result of the actions of any Customers (including their personnel). Vendor shall be fully responsible for the effects of its use of the Platform and for any faults or errors in inputting any Vendor Data or using settings on the Platform.

d. *Data Retention.* Unless otherwise mutually agreed upon in writing or as required or permitted by applicable law, On.Care will retain Vendor Data pursuant to its standard archival and data retention policies and obligations. On.Care may retain other information pertaining to Vendor for as long as necessary to pursue legitimate business interests, conduct audits, comply with (and demonstrate compliance with) legal obligations, resolve disputes and enforce the Agreement, as well as pursuant to those rights expressly set forth herein. Vendor acknowledges and agrees that following termination or expiration of the Agreement, except as otherwise required by applicable law, On.Care will have no obligation to maintain or provide any Vendor Data and may thereafter, unless legally prohibited, delete all Vendor Data in On.Care's systems or otherwise in On.Care's possession or under On.Care's control.

8. Representations and Warranties. Each Party represents and warrants to the other that it: (i) has the power and authority to enter into and perform its obligations under the Agreement; and (ii) will comply with all applicable laws with respect to its performance hereunder. In addition, (x) Vendor represents and warrants that (i) it is responsible for the accuracy, quality and legality of Vendor Data, recognizing that On.Care will not be responsible for any error, omission, or damages caused by any inaccuracy with that information; (ii) it has secured all rights in and to Vendor Data as may be necessary to provide it with respect to its performance hereunder; (iii) its provision of the Vendor Data will in all cases comply with all applicable laws and does not; and (iv) its provision of the Vendor Data will not infringe on the Intellectual Property or other rights of any third parties; and (y) Company represents and warrants that the Services (i) will materially conform to the requirements and specifications collectively set forth herein and in the applicable Order Form; and (iii) do not and will not infringe on the Intellectual Property or other rights of any third parties.

9. Confidentiality. Recipient agrees to hold all Confidential Information in confidence and to refrain from using it for any purpose other than the purpose hereof, and shall not disclose any Confidential Information to any third party without having received the prior written consent of Discloser, unless (i) the disclosure is made to the employees, officers, directors, representatives, agents or advisors of Recipient who need to know the Confidential Information for the purpose of performing the Agreement and who are subject to

confidentiality restrictions at least as prohibitive as those hereunder; or (ii) required under law, by a court of competent jurisdiction, or by a competent governmental authority to the extent it is legally required; provided, however, that Recipient shall (x) provide Discloser with prompt prior notice thereof, (y) assist Discloser in obtaining seek a protective order or other appropriate remedy, and (z) disclose the Confidential Information to the minimum extent necessary to comply with such legal obligation. A violation of the terms and conditions of this Section is a material breach hereunder. Should Recipient reveal or threaten to reveal any Confidential Information, Discloser shall be entitled to an injunction restraining Recipient from disclosing same, or from rendering any services to any individual or entity to whom such Confidential Information has been or is threatened to be disclosed. The right to secure an injunction is not exclusive, and Discloser may pursue any other remedies it has against Recipient for a breach or threatened breach of this Section, including the recovery of damages from Recipient.

10. Non-Disparagement. No Party shall disparage or otherwise impair the reputation or goodwill of other Party, its affiliates, and each of their officers, directors, employees, consultants, or agents, nor act in a manner that harms any other Party.

11. Disclaimers.

a. *Generally*. THE PLATFORM AND THE SERVICES ARE PROVIDED TO VENDOR "AS IS" AND "AS AVAILABLE" AND WITHOUT ANY WARRANTIES OF ANY KIND. ON.CARE HEREBY DISCLAIMS ALL WARRANTIES OF ALL KINDS, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PLATFORM OR SERVICES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, PERFORMANCE, REALIZATION OF SAVINGS, INCREASES IN REVENUES, OR SECURITY; OR WARRANTIES THAT THE PLATFORM OR SERVICES, ACCESS THERETO OR INFORMATION OBTAINED THEREFROM ARE OR WILL BE ACCURATE, COMPLETE, UNINTERRUPTED OR WITHOUT ERROR, OR THAT ANY ERRORS IN THE PLATFORM WILL BE CORRECTED.

b. *Payments*. VENDOR ACKNOWLEDGES AND AGREES THAT ON.CARE IS NOT THE BUYER OR PURCHASER OF THE PRODUCTS OR SERVICES SOLD BY VENDOR THROUGH ITS USE OF THE PLATFORM, AND THAT ACCORDINGLY, (I) ON.CARE IS NOT

RESPONSIBLE FOR, AND FULLY DISCLAIMS ALL LIABILITIES FOR, THE COLLECTION OF PAYMENTS FOR SUCH PRODUCTS OR SERVICES TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW; AND (II) VENDOR AGREES TO LOOK SOLELY TO THE PURCHASER OF THE APPLICABLE PRODUCT OR SERVICE FOR ANY SUCH CLAIM FOR PAYMENT.

12. Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL ON.CARE BE LIABLE TO VENDOR OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, COLLATERAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY OTHER PECUNIARY LOSS ARISING OUT, RELATING TO OR IN CONNECTION WITH THE AGREEMENT, THE SERVICES OR THE PLATFORM (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR PRODUCTS, DISRUPTION OF BUSINESS, OR ANY OTHER MATTER RELATING TO VENDOR'S USE OR INABILITY TO USE THE PLATFORM OR SERVICES), WHETHER ARISING UNDER THEORIES OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR ANY OTHER THEORY, REGARDLESS OF WHETHER ON.CARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, IN NO EVENT SHALL ON.CARE'S LIABILITY TO VENDOR, IF ANY, EXCEED IN TOTAL THE CUSTOMER-BASED FEES ACTUALLY RECEIVED BY ON.CARE FROM VENDOR UNDER THE AGREEMENT FOR THE FOR THE ONE (1) MONTH IMMEDIATELY PRECEDING THE UNDERLYING CLAIM. THE LIMITATIONS AND DISCLAIMERS SET FORTH IN THIS SECTION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHETHER OR NOT A PARTY WAS ADVISED SUCH DAMAGES MIGHT ARISE AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

13. Indemnification. Each Party ("Indemnifier") agrees to indemnify, defend and hold the other Party ("Indemnified"), its affiliates, and their directors, officers, employees, agents and contractors (the "Indemnitees") harmless from any and all expenses, losses, damages and other liability (including reasonable attorney's fees) incurred as a result of any third party claim, demand, suit or action brought against any Indemnitee arising out of, relating to, or alleged to arise out of or relating to Indemnifier's (i) material breach of its representations, warranties and/or obligations under the Agreement (including any

licenses herein); or (ii) gross negligence or willful misconduct.

14. Force Majeure. If On.Care shall be unable or delayed for sixty (60) consecutive days or more to exercise its rights or perform its obligations hereunder due to events or circumstances beyond On.Care's reasonable control ("Force Majeure Event") either Party shall have the right to (i) suspend the Agreement while such Force Majeure Events continues, or (b) terminate the Agreement. In the event of a suspension or termination pursuant to this Section, Vendor's obligations to make the payments pursuant to the Agreement shall likewise be suspended or terminated, except for any payments which have accrued prior to the suspension or termination.

15. Notices. Any notice, consent, or acknowledgment provided for or permitted to be given hereunder will be in writing addressed to the recipient at the address set forth on the cover page hereto, or as such Party may otherwise advise in writing from time to time and shall be given in writing via (a) messenger, (b) overnight courier, (c) first class mail, certified, return receipt requested, or (d) confirmed facsimile transmission with follow-up via one of the foregoing methods to the sender's address then provided. All notices given in accordance with this Section will be deemed given on the first business day following the date of receipt.

16. Governing Law; Venue. The Agreement, and any disputes arising out of or related hereto, will be governed exclusively by the laws of the State of New York, without giving effect to conflict of law rules. The courts located in New York County, New York, will have exclusive jurisdiction over any dispute relating to the Agreement, and each Party hereby consents to the exclusive jurisdiction of those courts.

17. Relationship of the Parties. The Parties are independent contractors and the Agreement does not constitute a partnership, joint venture, or agency between the Parties. Neither Party, nor their respective employees, contractors or agents are employees or agents of the other Party for any purpose and except as expressly provided herein, neither Party has any right, power or authority to act for or create any obligation, express or implied, on behalf of the other Party.

18. Order of Preference. In the event of a conflict between these Vendor Terms, the Website Terms of Use, and/or any Order Form, the order of governing precedence will be as follows: (1) the Order Form; (2) these Vendor Terms; and (3) the Website Terms of Use, provided, however, that to

the extent any Order Form includes terms and conditions not addressed herein or not in conflict with these Vendor Terms, then such terms and conditions will supplement and be a part of these Vendor Terms and/or the Website Terms of Use, as applicable.

19. Miscellaneous. If a court with valid jurisdiction over the Parties holds any provision of the Agreement invalid, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the Parties, and the remainder of the Agreement will remain in full force and effect. A waiver by either Party of any agreement to be performed by the other Party will not be construed to be a waiver of any successor breach thereof or of any agreement herein contained. The headings herein are for reference only and shall not affect the interpretation of the Agreement. Vendor shall not assign the Agreement, nor its rights and obligations hereunder, in whole or in part, without On.Care's prior written consent. Any such attempted assignment shall be null and void. On.Care may assign the Agreement without Vendor's consent in connection with the sale or other disposition of all or substantially all of its assets and/or business. The Agreement is for the sole benefit of the Parties, their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever. The Parties acknowledge that they have freely and openly negotiated the Agreement, including with respect to the limitations of liability set forth in the Agreement. The Agreement may be executed in counterparts, each of which will be deemed an original, and all of which, taken together, will constitute one agreement between the Parties. A Party's PDF signature to the Agreement delivered to the other Party will bind such Party to the Agreement. The Agreement constitutes the complete agreement between the Parties and supersedes all prior or contemporaneous agreements of the Parties with respect to the subject matter hereof. On.Care reserves the right, at its discretion, to modify these Vendor Terms at any time by emailing Vendor, or by publishing the modified Vendor Terms within the Platform dashboard and/or on On.Care's website. Such modification(s) will be effective following such notification or publication, and Vendor's use of any part of the Platform thereafter means that Vendor accepts those modifications and the new version of these Vendor Terms. Upon such modification, the "Last Updated" date below will be updated to reflect the date of the most recent version. Vendor is encouraged to review these Vendor Terms periodically.