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Capsule (applicable if purchased)

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BY ACCEPTING THESE TERMS, YOU CERTIFY THAT YOU HAVE THE POWER TO BIND THE END USER OF THE SOFTWARE TO THESE TERMS. IF YOU ARE NOT THE END USER, YOU ARE STILL BOUND BY THESE TERMS TO THE EXTENT APPLICABLE TO YOU.

IF YOU HAVE SEPARATE SIGNED SOFTWARE OR HARDWARE LICENSE AGREEMENT WITH CAPSULE REGARDING THE SOFTWARE, SECTIONS 1-10 OF THESE TERMS DO NOT APPLY. CERTAIN THIRD PARTY TERMS INCLUDED OR REFERENCED BELOW DO APPLY EVEN IF YOU HAVE A SEPARATE SIGNED AGREEMENT.

1. Definitions

1.1 "Capsule" means CapsuleTech, Inc., 300 Brickstone Square, Suite 203, Andover, Massachusetts 01810, for Licensees located in the US & Canada; Capsule Technologie SAS, 9B rue Villa Pierre Ginier, 75018 Paris, France, for Licensees located outside the US & Canada.

1.2 "Licensee" means the end user of the Software.

1.3 "Software"/"Demo Software" means the SmartLinx Medical Device Information System software and related documentation. Demo Software refers to any version of the Software provided on a temporary basis, for demonstration purposes or for which Licensee has not paid the license fees.

1.4 "Facility" means the hospital or other health care facility owned by Licensee where the Software is installed (if in the US, a Facility is covered by one CMS Certification Number).

2. Use of the Software

2.1 License Grant. Capsule grants to Licensee a nonexclusive, limited right to use the Software in its Facility subject to Licensee complying with the terms and conditions of this Agreement, including payment for the proper number and type of Licenses.

2.2 Installation.

(a) Upon acceptance of this Agreement, Licensee will have access to the customer portal on Capsule's website so that Licensee can download the Software and documentation. The Software will be deemed delivered and accepted upon delivery of the code to obtain the Site Key, as described in 2.2(b) below. Acceptance of subsequent licenses or additional Software products occurs upon acceptance of the order for those licenses or products.

(b) Upon installation by Licensee, the Software will generate a code. Licensee will use that code in Capsule's automatic key generation tool to create the corresponding unique key ("Site Key"). Upon input of the Site Key, the Software will be activated. A separate Site Key is required for each server on which the Software is installed and for each new Software product.

2.3 Updates. If Licensee has paid the applicable support fees, Licensee will have access to updated versions of the Software, bug fixes and support ("Updates"). Updates are subject to the terms of this Agreement, unless Licensee is required to agree to new or additional terms as part of downloading or installing the Update, in which case the new or additional terms will apply.

2.4 Intended Use Statements. Please review the intended use statements for the specific product(s) you are using:

SmartLinx Medical Device Information System (MDIS)

The SmartLinx Medical Device Information System is indicated for use in the collection, management and transmission of clinical information. The SmartLinx Medical Device Information System is intended to collect information from medical devices, transmit, display or store the information, including conversion of the information using a predetermined format, for use by medical devices and healthcare information systems. The SmartLinx Medical Device Information System also supports collection of manually entered clinical information

for storage, display, transmission or conversion. The SmartLinx Medical Device Information System is not intended for active patient monitoring purposes, nor is it intended to control any of the medical devices or healthcare information systems to which it is connected.

SmartLinx Chart Xpress

SmartLinx Chart Xpress is a software application in the SmartLinx Medical Device Information System indicated for use in the collection, management and transmission of clinical information. SmartLinx Chart Xpress is intended to collect information from medical devices, transmit, display or store the information, including conversion of the information using a predetermined format, for use by medical devices and healthcare information systems. The SmartLinx Chart Xpress application also supports collection of manually entered clinical information for storage, display, transmission or conversion. The SmartLinx Chart Xpress application is not intended for active patient monitoring purposes, nor is it intended to control any of the medical devices or healthcare information systems to which it is connected.

SmartLinx Vitals Stream

SmartLinx Vitals Stream is a software application in the SmartLinx Medical Device Information System indicated for use in the collection, management and transmission of clinical information. SmartLinx Vitals Stream is intended to collect information from medical devices, transmit, display or store the information, including conversion of the information using a predetermined format, for use by medical devices and healthcare information systems.

SmartLinx Vitals Stream displays the current connection status for multiple devices. The SmartLinx Vitals Stream application is not intended for active patient monitoring purposes, nor is it intended to control any of the medical devices or healthcare information systems to which it is connected.

SmartLinx Vitals Plus (VP2-Post102417)

SmartLinx Vitals Plus has received 5 IO(k) clearance by the FDA (KI 71751) with the following intended use:The SmartLinx Vitals Plus Patient Monitoring System is intended for monitoring and alarming of physiologic parameters, including non-invasive blood pressure (systolic, diastolic, and mean arterial pressure), pulse rate, functional arterial oxygen saturation (Sp02), and temperature, on adult, pediatric, and neonatal patients in hospital environments when used by clinical physicians or appropriate medical staff under the direction of physicians.

SmartLinx Client

SmartLinx Client is a software application in the SmartLinx Medical Device Information System indicated for use in the collection, management and transmission of clinical information. SmartLinx Client is intended to collect information from medical devices, transmit, display or store the information, including conversion of the information using a predetermined format, for use by medical devices and healthcare information systems.

SmartLinx Client displays the current connection status for multiple devices. The SmartLinx Client application is not intended for active patient monitoring purposes, nor is it intended to control any of the medical devices or healthcare information systems to which it is connected.

SmartLinx Server

Smart:Linx Server is indicated for use in the collection, management and transmission of clinical information. The SmartLinx Server is intended to collect information from medical devices, transmit, display or store the information, including conversion of the information using a predetermined format, for use by medical devices and

healthcare information systems. The SmartLinx Server is not intended for active patient monitoring purposes, nor is it intended to control any of the medical devices or healthcare information systems to which it is connected.

SmartLinx Early Warning Scoring System (EWSS)

SmartLinx Early Warning Scoring System is indicated for use in performing routine medical calculations used in clinical practice. It provides a framework for performing medical calculations that involves calculating the sum of a list of variables derived from values of selected physiological parameters. The framework provides capability to configure: the list of physiological parameters; the criteria used to derive the variables from the physiological parameter values; and the criteria used to determine the communications performed as a result of the score. The resulting score may be communicated to other medical devices or healthcare information systems, or it may trigger the display of a message.

SmartLinx Neuron 2

SmartLinx Neuron 2 is a PC running a Microsoft Windows operating system, which is intended for use with the SmartLinx Medical Device Information System. It provides a standard Windows platform for software applicationsincluding SmartLinx applications. It also provides functional connections to medical electrical equipment, as defined by IEC 60601-1, for access by hosted applications.

SmartLinx Axon

SmartLinx Axon is a serial-to-Ethernet and wireless concentrator, which is intended for use with the SmartLinx Medical Device Information System. It provides functional connections to medical electrical equipment, as defined by IEC 60601-1, for access by SmartLinx Medical Device Information System.

SmartLinx Device ID Module (DIM)

SmartLinx Device ID Module (DIM) is intended for use with the SmartLinx Medical Device Information System to provide identification of connected medical devices.

LICENSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTOOD THESE STATEMENTS, AND COVENANTS NOT TO USE THE CAPSULE PRODUCTS INCONSISTENT WITH, OR BEYOND THE SCOPE OF, THESE STATEMENTS. FOR CLARITY, THE CAPSULE PRODUTS SHALL NOT BE USED FOR ANY PURPOSE NOT SPECIFICALLY AUTHORIZED BY THE STATEMENTS INCLUDING, WITHOUT LIMITATIONS, AS AN ALARM FOR THE CONDITION OF A FACILITY (SUCH AS FOR OPENING OF AN ENTRANCE). LICENSEE ACKNOWLEDGES THAT CAPSULE WILL HAVE NO LIABILITY FOR ANY SUCH USE.

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4.1 Software. Capsule warrants for a period of 90 days from delivery of the first Site Key that the Software will perform substantially in compliance with the then-current documentation. Licensee's exclusive remedy for any material non-compliance will be for Capsule to modify or replace the Software to cure such non-compliance, or, if Capsule cannot cure the non-compliance, Capsule will refund the amount Licensee has paid for the Software and terminate this Agreement.

4.2 Demo Software. The Demo Software is provided "AS IS" with no warranties at all.

4.3 Disclaimers. LICENSEE ACKNOWLEDGES THAT NO WARRANTIES OR CONDITIONS HAVE BEEN MADE BY CAPSULE EXCEPT FOR THE EXPRESS WARRANTIES SET OUT IN THIS SECTION 4. CAPSULE DISCLAIMS AND LICENSEE WAIVES ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, QUALITY, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES OR CONDITIONS BASED ON COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE.

4.4 Local Laws. The limited warranty in this Section 4 gives Licensee certain legal rights. Licensee may have additional rights under local laws applicable to Licensee. Capsule does not seek to limit any warranty rights to any extent not permitted by applicable law.

5. Infringement Indemnity.

5.I Indemnity: Capsule will defend Licensee against a third party claim that the Software infringes a copyright, trade secret or trademark owned by such third party and valid in the country in which Licensee is authorized to install the Software. Capsule will pay damages awarded to such third party by a court of last resort or agreed to by Capsule in settlement with such third party.

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6. Limitation of Liability

6.1 Exclusions. Capsule will not be liable for any claims, damages or losses to Licensee or any third party resulting from (a) modification of the Software without the express written consent of Capsule, (b) use of the Software inconsistent with the documentation, applicable laws or the intended use set forth in Section 2.4, (c) connection of the Software with unsupported, defective or misconfigured medical devices, hardware, software, computer network, power or communications services, or (d) use of the Software without an update that would have prevented such claim (whether or not Licensee is paying for support).

6.2 Limitation. CAPSULE IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, RELIANCE, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION ANY DAL'1AGES BASED ON LOST PROFITS, LOSS OF DATA OR USE, LOSS OF BUSINESS OR BUSINESS INTERRUPTION. IN NO EVENT WILL CAPSULE BE LIABLE FOR CLAIMS OR LIABILITIES IN THE AGGREGATE EXCEEDING THE TOTAL AMOUNT OF FEES PAID TO CAPSULE IN THE 12 MONTHS PRECEDING THE CLAIM OF DAMAGES. These limitations will otherwise apply regardless of the form of action, whether based on contract, tort, statute or any ot'1er legal or equitable theory, even if a party has been advised of the possibility of such damages and even if a remedy has failed of its essential purpose.

6.3 Local Laws. The limitations in this Section 6 apply to the fullest extent permitted by local laws applicable to Licensee. Licensee may have rights that cannot be waived and certain of these limitations may not be valid in some jurisdictions. Capsule does not seek to limit any rights or remedies to any extent not permitted by applicable law.

7. Termination

7.1 Termination. This Agreement and the Licenses to the Software are perpetual, except as set forth below:

(a) Either party may terminate this Agreement if the other party breaches this Agreement and such breach is not cured within 30 days after receipt of written notice specifying the breach.

(b) Software that is licensed on an annual subscription basis, such as SmartLinx EWSS, is not perpetual and will

expire on the anniversary of the subscription if the next year's annual fee is not paid.

(c) Demo Software is not perpetual. Unless otherwise extended or terminated in writing by Capsule, Demo Software licenses terminate 90 days after receipt of the Site Key.

7.2 Effect of Termination. Termination of this Agreement will terminate all licenses and will not relieve Licensee of its obligation to make any payment due prior to the effective date of termination. Immediately upon termination, Licensee will uninstall and destroy all copies of the Software and will certify such destruction to Capsule in writing.

8. Export Compliance

8.1 US Contracts. Where the Software or other Capsule product provided hereunder is delivered to the United States, recipient acknowledges that all hardware, software, source code and technology (collectively, "Products") obtained from Capsule are subject to the US government export control and economic sanctions laws. Recipient assures that it, its subsidiaries and affiliates will not directly or indirectly export, re-export, transfer or release any Products or direct product thereof to any destination, person, entity or end-use prohibited or restricted under US laws without prior US government authorization to the extent required by applicable regulation. This section shall survive the expiration or termination of this Agreement.

8.2 International Contracts. Where the Products are delivered outside the United States, recipient acknowledges that all Products obtained from Capsule are subject to the US government export control and economic sanctions laws. Recipient assures that it, its subsidiaries and affiliates will not directly or indirectly export, re-export, transfer or release (collectively, "Export") any Products or direct product thereof to any destination, person, entity or end use prohibited or restricted under US laws without prior US government authorization to the extent required by applicable regulation. The US government maintains embargoes and sanctions against certain countries, currently Cuba, Iran, North Korea, Sudan (N), Syria and Crimea region of Ukraine, but any amendments to the countries under a US embargo or sanction shall apply. Recipient shall not Export Products listed in Supplement 2 to part 744 of the EAR for military end-uses, as defined in part 744.21, to the People's Republic of China or for a military end- use or to military end-users in Russia or Venezuela. Recipient acknowledges that other countries may have trade laws pertaining to the Export, import, use, or distribution of Products, and that compliance with the same is the responsibility of the Recipient. This section shall survive the expiration or termination of this Agreement.

9. Anti-Corruption

9.1 Anti-corruption Compliance. Licensee agrees that, in connection with the transactions contemplated by the Agreement or in connection with any other business transactions involving Capsule or Capsule's affiliates, Licensee, and everyone acting on its behalf, will comply with and will not violate any anti-corruption law or international anti-corruption standards, including but not limited to the U.S. Foreign Corrupt Practices Act, in connection with the services it has agreed to perform under the Agreement. Licensee covenants and agrees that it has not and will not, in connection with the transactions contemplated by the Agreement or in connection with any other business transactions involving Capsule or Capsule's Affiliates, make, promise, or offer to make any payn1ent or transfer anything of value, directly or indirectly, to any individual to secure an improper advantage. It is the

intent of the Parties that no payments or transfer of value will be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining or retaining business.

10. General

10.1 US Government End Users.

(a) Capsule agrees to comply with all applicable equal opportunity laws including, if appropriate, the provisions of Executive Order 11246, as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, and Section 503 of the Rehabilitation Act of 1973, as amended, and the regulations at 41 CFR Parts 60-1 through 60-60, 60-250 and 60-741. The affirmative action clause and

regulations contained in the preceding sentence will be incorporated by reference into this Agreement. No other terms or conditions required by any US Government contract or related subcontract shall be part of this Agreement or binding upon Capsule unless otherwise agreed to in writing between Capsule and Licensee, and Capsule rejects any government contract provisions included in or referred to by Licensee's request for quotation, purchase order or any other document.

(b) The Software is a Commercial Item, as that term is defined at 48 CFR 2.101, consisting of Commercial Computer Software and Commercial Computer Software Documentation, as such terms are used in 40 CFR 12.212 or 48 CFR 227.7202, as applicable. Consistent with 48 CFR 12.212 or 48 CFR 227.7202-1 through 227.7202-4, as applicable, the Software is being licensed to US Government End Users (i) only as Commercial Items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights reserved under the copyright laws of the United States and elsewhere.

10.2 Severability; Waiver. The provisions of this Agreement will be deemed severable, and the invalidity or unenforceability of any one or more of its provisions will not affect the validity or enforceability of any other provisions. If any provision of this Agreement is finally declared by a court of competent jurisdiction to be invalid or unenforceable for any reason, the parties will substitute a valid and enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves the economic positions and original intentions of the parties. The waiver or failure of either party to exercise any right provided for herein will not be deemed a waiver of any further right hereunder.

10.3 Assignment. To the extent this restriction is not prohibited by applicable law, Licensee may not assign, sell or otherwise transfer this Agreement or the Software without the prior written consent of Capsule. If such restriction is prohibited, then any assignment, sale or transfer must be of all Licensee's licenses and the whole of this Agreement, and Licensee must uninstall and render any remaining copies of the Software unusable. If Licensee has purchased support and maintenance services for the Software, such services are non-transferable without the prior written consent of Capsule.

10.4 Governing Law. Any dispute in connection with the validity, interpretation or enforcement of this Agreement, or performance of the Software, will be handled as follows:

This Agreement is governed by the laws of Delaware without regard to its conflicts of laws principles. The parties agree that the following will not apply to this Agreement or to any transaction or relationship arising out of it: (i) UN Convention on Contracts for the International Sale of Goods, (ii) Uniform Computer Information Transactions Act, or (iii) American Law Institute Principles of the Law of Software Contracts. To the maximum extent not prohibited by law, EACH PARTY WAIVES ANY RIGHT IT MIGHT HAVE TO TRIAL BY JURY of any dispute relating to this Agreement or to any transaction or relationship arising out of it.

10.5 Entire Agreement. Unless Capsule and Licensee have entered into a separate agreement signed by both parties relating to the same subject matter (in which case that agreement controls), this Agreement constitutes the complete and exclusive statement of the terms and conditions between Capsule and Licensee, which supersedes and merges all prior and contemporaneous proposals, understandings and all other agreements, oral and written, between the parties relating to the subject matter of this Agreement. This Agreement may not be modified or altered, including by any vendor registration process or pre-printed terms on a purchase order or invoice, except by written instrument signed by authorized persons from both parties or by terms presented to and accepted by Licensee in connection with an Update.

11. Third Party Software

11.1 Separate License Terms. Notwithstanding the foregoing, certain third party software may be included with the Software that is subject to its own license terms, which are included below or referenced separately in the documentation. Such terms apply even if Capsule and Licensee have a separate signed agreement related to the Software.

11.2 Pass Through Terms. Included in the Software is certain software from Corepoint Health ("Corepoint Software"). If Licensee has purchased Licenses for SmartLinx Chart Xpress, Smartlinx Secure Association or SmartLinx Vitals Plus, then Licensee is authorized to use the Corepoint Software as part of the Software subject to the following restrictions: The Corepoint Software as integrated into the Software may be used solely:

(a) to process HL7 messages and data flowing into or out of the Software; (b) for communication via TCP/IP with no more than five applications or sockets at each end user's site; and (c) with no use for independent data flows that do not directly involve the Software.

HARDWARE TERMS & CONDITIONS

1. Definitions.

(a) “Capsule” means CapsuleTech, Inc., 300 Brickstone Square, Suite 203, Andover, Massachusetts 01810, for Licensees located in the US & Canada; Capsule Technologies SAS, 9B rue Villa Pierre Ginier, 75018 Paris, France, for Licensees located outside the US & Canada.

(b) “Hardware” means the hardware and accessories sold by Capsule to iProcedures according to the terms and conditions of the SmartLinx Medical Device Information System Reseller Agreement.

2. Intended Use Statements. Please review the intended use statements for the specific product(s) you are using:

SmartLinx Medical Device Information System (MDIS)

The SmartLinx Medical Device Information System is indicated for use in the collection, management and transmission of clinical information. The SmartLinx Medical Device Information System is intended to collect information from medical devices, transmit, display or store the information, including conversion of the information using a predetermined format, for use by medical devices and healthcare information systems. The SmartLinx Medical Device Information System also supports collection of manually entered clinical information for storage, display, transmission or conversion. The SmartLinx Medical Device Information System is not intended for active patient monitoring purposes, nor is it intended to control any of the medical devices or healthcare information systems to which it is connected.

SmartLinx Vitals Plus (VP2-Post102417)

SmartLinx Vitals Plus has received 510(k) clearance by the FDA (K171751) with the following intended use:

The SmartLinx Vitals Plus Patient Monitoring System is intended for monitoring and alarming of physiologic parameters, including non-invasive blood pressure (systolic, diastolic, and mean arterial pressure), pulse rate, functional arterial oxygen saturation (SpO2), and temperature, on adult, pediatric, and neonatal patients in hospital environments when used by clinical physicians or appropriate medical staff under the direction of physicians.

SmartLinx Neuron 2

SmartLinx Neuron 2 is a PC running a Microsoft Windows operating system, which is intended for use with the SmartLinx Medical Device Information System. It provides a standard Windows platform for software applications including SmartLinx applications. It also provides functional connections to medical electrical equipment, as defined by IEC 60601-1, for access by hosted applications.

SmartLinx Axon

SmartLinx Axon is a serial-to-Ethernet and wireless concentrator, which is intended for use with the SmartLinx Medical Device Information System. It provides functional connections to medical electrical equipment, as defined by IEC 60601-1, for access by SmartLinx Medical Device Information System.

SmartLinx Device ID Module (DIM)

SmartLinx Device ID Module is intended for use with the SmartLinx Medical Device Information System to provide identification of connected medical devices.

3. Limited Warranty.

(a) Capsule warrants for a period of one year from receipt by iProcedures or Customer that the Hardware (i) is free of defects in material and workmanship and will perform substantially in compliance with its Documentation, and (ii) is free and clear of all liens and encumbrances (other than those created or incurred by iProcedures).

(b) The exclusive remedy for any material non-compliance will be for Capsule to repair or replace the non-compliant Hardware to cure such non-compliance, or, if Capsule cannot cure the non-compliance, Capsule will refund the amount iProcedures has paid for the Hardware and accept return of the Hardware.

(c) This warranty excludes any damage or other non-compliance in Hardware that has been (i) misused, abused, mishandled, modified or altered in any way by anyone other than Capsule or its agent, as reasonably determined by Capsule, (ii) used in conjunction with Capsule software that is more than two major releases behind the current release, (iii) damaged by spilled liquids, (iv) stolen or lost, or (v) damaged due to a natural disaster or other hazard such as fire, lightning strike, flood, earthquake, hurricane, etc. Capsule does not warrant that third party embedded software will be error free. This warranty does not cover degraded battery performance from routine use and charging cycles or cracked screens (if not cracked at delivery).

(d) The limited warranty in this Section 5 gives Licensee certain legal rights. Customer may have additional rights under local laws applicable to Customer. Capsule does not seek to limit any warranty rights to any extent not permitted by law.

4. Intellectual Property; No Reverse Engineering. Customer acknowledges that Capsule's intellectual property rights in the Hardware and any related documentation are not transferred under or otherwise affected by this Agreement, including all applicable rights to patents, copyrights, trade secrets and trademarks. Customer shall not remove any copyright notices, patent markings, restricted right notices, restricted rights legends or other notices from the Hardware without prior written permission. Customer shall not carry out reverse engineering on, disassemble or otherwise attempt to discover or copy the intellectual property rights embodied in the Hardware. Notwithstanding the foregoing, reverse engineering the Hardware is permitted to the extent the laws of Customer's jurisdiction give Customer the right to do so to obtain information

necessary to render the Hardware interoperable with other software or systems; provided, however, that Customer must first request such information from Capsule and Capsule may, in its sole discretion, provide such information and/or impose reasonable conditions, in accordance with the applicable law permitting the reverse engineering, on the use of such information.

5. General

(a) The provisions of this Hardware Agreement will be deemed severable, and the invalidity or unenforceability of any one or more of its provisions will not affect the validity or enforceability of any other provisions. If any provision of this Hardware Agreement is finally declared by a court of competent jurisdiction to be invalid or unenforceable for any reason, the parties will substitute a valid and enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves the economic positions and original intentions of the parties. The waiver or failure of either party to exercise any right provided for herein will not be deemed a waiver of any further right hereunder.

(b) This Agreement is governed by the laws of Delaware without regard to its conflicts of laws principles. The parties agree that the following will not apply to this Agreement or to any transaction or relationship arising out of it: (i) UN Convention on Contracts for the International Sale of Goods, (ii) Uniform Computer Information Transactions Act, or (iii) American Law Institute Principles of the Law of Software Contracts. To the maximum extent not prohibited by law, EACH PARTY WAIVES ANY RIGHT IT MIGHT HAVE TO TRIAL BY JURY of any dispute relating to this Agreement or to any transaction or relationship arising out of it.

(c) This Hardware Agreement constitutes the complete and exclusive statement of the terms and conditions between Capsule and Customer, which supersedes and merges all prior and contemporaneous proposals, understandings and all other agreements, oral and written, between the parties relating to the subject matter of this Hardware Agreement. This Hardware Agreement may not be modified or altered except by written instrument signed by both parties.

Implementation Flow Down Requirements

(a) Customer is responsible for procuring, installing, configuring and maintaining the Medical Devices, hardware, software, computer network and communications services needed to run the SmartLinx Software and Hardware.

(b) Customer is responsible for installing the SmartLinx Software and Hardware components, physically connecting the Medical Devices, configuring the SmartLinx Software, integrating the SmartLinx Software to the medical software, and performing all necessary tests on the installation. Customer may request that Capsule assist with the implementation, but Customer have responsibility for final testing and approval of the SmartLinx Software and Hardware prior to use with patients.

(c) If Customer wishes Capsule to assist with the implementation of the SmartLinx Software, then Customer will need to enter a separate agreement with Capsule.

Patient Engagement (applicable, when available and if purchased)

Twilio [Text Service] - https://www.twilio.com/
AWS Cognito [Patient Authentication Service] - https://aws.amazon.com/cognito/
Postmark [Email Service] - http://postmarkapp.com/

Aspose Pty Ltd: www.aspose.com

Concord Technologies: https://concordfax.com

Froala: https://www.froala.com/

Iron Software LLC: https://ironpdf.com

LaunchDarkly: https://launchdarkly.com

NextGen Connect Integration Engine (formerly Mirth Connect): https://www.mozilla.org/en-US/MPL/1.1/