



Orthobridge Ltd - Purchase Agreement

Definitions: (a) **Orthobridge** ("Orthobridge", "we", "us", "our") means Orthobridge Limited, a Gibraltar registered company, with its address Madison Building Midtown, Queensway Gibraltar GX11 1AA

(b) **Customer** ("Customer", "you", "your") means the customer identified on an applicable order form.

(c) **Contract** means any order form signed or otherwise acknowledged by you without alteration, and these terms and conditions.

(d) **Effective Date** means the date the order form is signed or otherwise acknowledged by you.

1. **License and Sale.** Subject to the terms and conditions of this Contract, we grant you a license to use the software, including any updates and software error corrections that we provide ("Software"), sell you the hardware ("Hardware") (collectively, the "Products"), and agree to provide the Support Services and other services, in each case as set forth in this Contract.

1.1 **License Terms.** We grant you a non-exclusive, non-transferable license to use the number of active users of the Software indicated in the monthly charges for Orthobridge or that we deliver to you for the business indicated on the contract. You may not (a) use or copy the Software except as permitted in this Contract; (b) translate, reverse engineer, decompile or disassemble the Software; (c) rent, lease, assign or transfer the Software except as described in this Contract; or (d) modify the Software;. These limitations will survive termination of this Contract for any reason. You obtain no rights other than the license granted in this Contract and we reserve all rights not expressly granted herein. We retain title to the Software and any copy made from it.

1.2 **Third Party Software.** Third party software is transferred to you "as is". Your right to use the third party software, all warranties regarding the third party software, and all other terms and conditions relating to the third party software will be governed by the separate agreements included with the third party software.

1.3 **Relocation of Software** Should any location(s), including the main office of your practice, be sold or otherwise transferred to a party other than the named customer in this Contract, or should the entity (partnership/company, etc.) represented by the customer be dissolved, transfer fees and/or additional license fees may be due.

2. **Fees; Payments.** Unless otherwise agreed in writing payment must be paid by direct debit and received in full on the first day of each calendar month. In the event of the Customer cancelling their Customer Order after it has been dispatched and/or delivery of the Customer's order is postponed or cancelled at the request of the Customer, Orthobridge reserves the right to charge the Customer for any reasonable administration costs incurred by Orthobridge as a result of the late cancellation or delay.

2.1. **Support Fees.** Support Services are included in the monthly fee for Orthobridge. Training services are not included and can be purchased separately. . If you purchase additional Support Services, the monthly aggregate Support Fees due will be revised accordingly.

2.2. **Value Added Tax**

Except where otherwise stated, in any documentation sent to the Customer by Orthobridge (including, but not limited to, the Customer's Order) which contains an estimate or quotation, all amounts stated are exclusive of VAT which is payable by the Customer on a VAT invoice.



2.3 Shipping. For non software products we will deliver products to the address specified to us prior to each delivery. We will select the timing and method of transportation, and prepay the transportation charges including transit insurance. We will invoice you for any special shipping or postal charges at our reasonable discretion. You will bear the risk of loss of, and damage to, the Products after delivery except that we will bear the risk of loss for damages incurred during shipping that you report to us within 5 days of delivery provided that you inspect the Products promptly upon arrival and promptly report all visible damage to the shipper.

2.4 Installation and Acceptance. Orthobridge shall commence delivery of the products to the specified business at a date agreed with the Customer. The Customer shall be deemed to accept the products upon the date that Orthobridge has completed the product installation and implementation services ("Acceptance Date").

2.5 Returns. You do not have a right to return a Product after inspection, after trial, or otherwise. We may, at our sole discretion, authorize a return of a Product or any components of a Product. You are responsible for return shipping expenses. If a return is authorized, you must first obtain a Return Merchandise Authorization (RMA) number and return instructions from us. The RMA number must be included on the packing slip for returned material. Returns must be delivered to us within 10 days after the RMA is issued. All returned Products must be in good working order and include all original packing materials and accessories. Orthobridge reserves the right to deduct a restocking fee based on age, condition of returned goods and/or packaging.

2.6 Title Title to Hardware shall not pass to you until the purchase price and VAT thereon have been paid in full to Orthobridge. You shall not remove the Hardware from the place of use until the payment day. Until the payment date you shall not be entitled to sell, transfer, lease, charge, assign by way of security or otherwise deal with or encumber the Hardware and/or sale documentation. Any proceeds or rights obtained by you in breach of this clause shall be held by you as trustee on behalf of Orthobridge.

3. Term and Termination.

3.1 Term. Hardware sales are effective on the Installation Date.

Software licenses commence on the Effective Date and must run for a minimum of 6 months from the effective date. Software licences can be terminated as provided below. Support Services are provided as long as the software licence is in place.

3.2 Termination for Cause. Termination notice for either party is 30 days. If either party fails to perform any material obligation under this Contract, the non-defaulting party may give written notice to the defaulting party specifying the material failure. If the material failure is not corrected within 30 days after the date of such notice, the non-defaulting party may terminate this Contract upon written notice to the defaulting party. The right of the non-defaulting party to terminate this Contract is in addition to all other rights that are available to it.

3.3 Effect of Termination. Upon termination you will pay us all amounts you owe to us under this Contract up to the date of termination or expiration.

4.4 Data upon termination. A data extract of all the customers data held in Orthobridge will be provided to the customer upon termination.



4. Nondisclosure and Confidentiality.

4.1 Disclosure. Each party may disclose to the other party Proprietary Information of the party or of the party's associated companies, suppliers, or customers. "Proprietary Information" means trade secrets as defined under applicable law, the Software, and other information that is of value to its owner and treated by its owner as confidential. Proprietary Information does not include (a) information already known to recipient without an obligation to keep such information confidential; (b) information received by recipient in good faith from a third party lawfully in possession of the information and having no obligation to keep such information confidential; or (c) information publicly known at the time of recipient's receipt from the disclosing party.

4.2 Requirement of Confidentiality. The recipient of any Proprietary Information shall (a) not disclose such information except to its employees, contractors, and subsidiaries who have a need to know and who are bound by confidentiality obligations substantially similar to those herein, and (b) use such information only in connection with the purposes of this Contract. The obligations in this Section 4 will continue for the longer of any term of any Software license, and for a period of three years thereafter.

5. Infringement Indemnity. We will at our expense defend any action brought against you to the extent that it is based on a claim that a Product when used as authorized by this Contract infringes any patents, copyrights, or trade secrets; provided that we are immediately notified in writing of any such claim; and provided that we will have the exclusive right to control the defence thereof. If, as a result of such action you are enjoined from using the Product, we may at our sole option and expense either procure for you the right to continue to use the Product, or replace or modify the Product so as to avoid or settle such claim, litigation or litigation threat. If such settlement or modification is not reasonably practical in our sole opinion, we may at our option (i) discontinue and terminate the license in the case of Software, or (ii) accept return of the Hardware, upon written notice to you, and in either such case we will refund to you the book value of the products so returned. This Section 5 describes our entire liability with respect to infringement of any copyrights, patents or trade secrets by the Products.

6. Data Protection

Orthobridge shall comply with the Data Protection Act 2018 when taking appropriate technical and organisational measures against unauthorised and unlawful processing, accidental loss of and damage to personal data. Orthobridge will only act on the instructions of the holder of the Software Licence in relation to the processing of personal data which will not be kept by Orthobridge for any longer period than is reasonable and necessary. You consent under the data protection laws to the processing of your personal data and its transfer by Orthobridge to non-European Union countries.



7. Warranty, Remedies, and Limitations.

7.1. Warranty. For the warranty period applicable to each Product as indicated on Exhibit A (“Initial Warranty”), and thereafter for as long as you have purchased Support Services for the Software or Hardware, (collectively the “Service Period”), we warrant the Software to perform substantially in accordance with its documentation, provided that Software is warranted ONLY when configured by a qualified person on a computer system that meets the specified hardware and software configuration described in the Software documentation. We also warrant all Support Services will be performed in a professional and competent manner. You are solely responsible for using the Products and for the accuracy and adequacy of data entry. You have full responsibility for the care and well being of your patients and any reliance by you upon the Products does not diminish that responsibility.

THE WARRANTIES EXPRESSLY SET FORTH IN THIS CONTRACT ARE IN LIEU OF ALL OTHERS, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, WHICH ARE HEREBY EXCLUDED.

These warranties are made only to the original purchaser / licensee of the Products and are not transferable.

8.2 Remedies. In the event of a breach of the foregoing warranties where the Product is covered by a warranty or service plan described in Exhibit A, we will correct the breach in accordance with the applicable plan if you notify us of the breach during the Service Period. In the event of a breach of all other warranties, if you notify us of the breach



Exhibit A

Warranty, Extended Maintenance, and Service Terms

A. Product Warranty Period Product

Warranty Period

Orthobridge Software

30 days after the Effective Date

Hardware

12 months after delivery

B. Services Hardware

1. **Availability.** We will provide you with the applicable Support Services for your product during the Initial Warranty period and thereafter for as long as you subscribe. Support Services for the Software or Hardware (collectively the "Service Period"), provided that you are current with any payments you owe to us.

2. **Point of contact.** You will appoint one of your adequately trained employees ("Point of Contact") to qualify all support requests and serve as the primary point of contact with us. This employee will be responsible for contacting us for Support Services. You will appoint a second similarly qualified employee as a backup.

3. **Site access.** If required you will grant us reasonable access to your premises during your normal working hours to perform our obligations under this Contract.

4. **Access.** You will provide us with remote access to the supported Hardware and/or Software for purposes of performing Support Services. You will provide and maintain at your expense the necessary network and equipment to permit such access (e.g. broadband and router). If permission of any other party (e.g. your landlord or network service provider) is needed for us to use remote access, you are responsible for obtaining such permission.

C. Support Services - Software

1. **Telephone Support.** We will provide telephone support to your Point of Contact to enable reporting of software errors (i.e. a material failure of the Software to conform to its documentation) and to seek assistance with regard to those software errors. Telephone support does not include telephone training of your personnel. Telephone support will be available during normal business hours and at other times as published by us from time to time.

2. **Software Error Correction.** We will use reasonable efforts to correct software errors reported to us during the Service Period. Within a reasonable period of time after verifying that a software error is present, we will initiate work in a diligent manner toward development of a software error correction.

3. **Updates.** We will make available to you at no charge all Updates (i.e. a modification or enhancement to the supported software that is generally provided by us under a monthly subscription plan to our customers at no charge). Other enhancements to the Software that are separately marketed by us may be subject to additional charges. Updates may require additional hardware and/or software to be purchased or licensed at your expense. If we notify you that the Update is mandatory for the continued provision of support Services, you agree to accept such updates in a timely manner. We make no warranties or representations regarding the frequency of updates or the extent to which updates are made available at all. If we have provided software customization services, the customized software will not be updated, and we do not warrant compatibility of any software customizations with any Updates.



4. Limitations & Exclusions. We will not be responsible for providing Support Services relating to the following:

(a) software errors that result from your improper handling or use of the software, including installation on a system that does not meet the current system requirements we provide on request.

(b) software errors caused by changes, alterations or revisions made by you or on your behalf;

(c) problems caused by your data, network, database, operational or other environmental factors not within our direct control;

(d) problems caused by unqualified Points of Contact.

(e) Problems caused by computer viruses. If we assist you, at your request, with the correction of any problem not covered by these Support Services, then you agree to reimburse us for all reasonable expenses incurred and time spent in diagnosing problems not caused by us, repairing any of your alterations or revisions to the Software and correcting software errors or other defects resulting from the occurrence of one or more of the events described in the items (a)

(f) above. Such services will be invoiced to you at our then-current time and material rates.

5. Support for third party software. We will not provide, and Support Services do not include, support for any third party software unless it is listed on this Contract. Such additional Support Services will be offered only to the extent necessary to operate the Software.

D. Support Services – Hardware

1. Computer Hardware. In the event that you experience a problem with Computer Hardware supplied by Orthobridge, you should contact the Orthobridge Help Desk who will take details of the nature of the problem. If the Hardware is under warranty or subject to a current Support Contract with Orthobridge, Orthobridge will use its best endeavours to diagnose and remedy the problem by giving the Customer instructions over the telephone. If a solution cannot be achieved over the telephone, Orthobridge will arrange for the Hardware to be repaired in accordance with the Customer's Service Contract. If an item is not subject to or covered by a Service Contract or warranty or the fault falls outside the scope of such a Support Contract or Warranty, Orthobridge may, at its sole discretion, be able to assist with the problem but the service rendered will be subject to a charge at Orthobridge' normal hourly rates.

5. Limitations and Conditions on Hardware Support Services. We are not responsible under a warranty or a Plan to provide Hardware Support Services to repair conditions to the extent caused by (i) misuse, abuse, neglect, acts of God or nature, (ii) installation, modification, alteration, or repair other than by us or a technician certified by us, or (iii) other circumstances affecting the Product beyond our reasonable control. We may use either new or factory refurbished parts, in our sole discretion. Time expended by us for providing Support Services shall not interrupt or prolong the term of the Service Period. We will pay all shipping costs associated with the provision of Support Services or any replacement parts. An item under warranty or a Plan can be deemed as being beyond economic repair for the following reasons (i)The cost of parts required to affect a repair exceed that of replacing the item in its entirety (ii) The spares required are no longer available and no equivalent spares can be sourced. (iii) The item has exceeded the manufacturers stated lifetime/duty cycle. Once an item has been identified as beyond economical repair you will be notified of the cost to replace the faulty item.



E. Implementation, Training and Conversion Services and Obligations.

a. Implementation Services. You are responsible for the installation of the Hardware and the at your site, unless otherwise indicated to you by us. Depending on the Product you have purchased, we may send you information explaining your upcoming implementation and we may assign a project coordinator who will serve as a single point of contact during the implementation process.

You are responsible for ensuring that communication lines and equipment are installed and operational prior to software delivery.

b. Other software and hardware with the Products may not be feasible and we make no guarantee that such integration can be achieved other than as expressly provided in the Product documentation. You are responsible for any costs incurred by you as a result of our or your inability to integrate other software and hardware with the Products. If you retain us to attempt integration, you agree to pay us for all services rendered in attempting to integrate other software and hardware regardless of the ultimate outcome of that effort.

d. Training. We will provide the training set forth in this Contract. Training may be available at your office or via the internet. Any additional training beyond that listed in your Contract will be quoted at our then-current rates and billed separately.

e. Installation, configuration, and/or conversion fees. You will pay us the amounts charged for installation, configuration or conversion as designated in the Contract. Installation, configuration and conversion services not listed on your Contract will be invoiced to you at our then current time and materials rates. As listed in your Contract, the installation charges may include staging fees for preparation and testing of your system prior to delivery. The files subject to the conversion services, if any, are detailed in the Contract and may include client files, payer files, procedure codes and other similar data sets.