

END USER LICENSE AGREEMENT

PLEASE CAREFULLY READ THIS END USER LICENSE AGREEMENT (“**AGREEMENT**”). BY CLICKING “I ACCEPT,” LOGGING INTO, ACCESSING, OR OTHERWISE USING ANY PART OF THE BAXTER INFUSION SYSTEM (DEFINED BELOW), YOU ACKNOWLEDGE THAT THE FACILITY AT WHICH YOU ARE EMPLOYED OR OTHERWISE PRACTICE HAS ENTERED INTO A PURCHASE AGREEMENT FOR THE BAXTER INFUSION SYSTEM, YOU HAVE READ AND AGREE TO THE TERMS OF THIS AGREEMENT, AND REPRESENT THAT YOU ARE AT LEAST 18 YEARS OF AGE TO ENTER INTO THIS BINDING AGREEMENT. **NOTWITHSTANDING THE FOREGOING, THE TERMS OF THIS AGREEMENT DO NOT APPLY TO USERS IN CANADA.**

IF YOU DO NOT UNEQUIVOCALLY AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT CLICK “LOGIN” OR “I ACCEPT” OR USE THE BAXTER INFUSION SYSTEM.

This Agreement is between Baxter Healthcare Corporation (“**Baxter**,” “**We**,” “**Us**,” or “**Our**”) and any person (“**User**,” “**you**” or “**your**”) who accesses or otherwise uses the Spectrum or Novum IQ Infusion Pump and associated hardware (“**Equipment**”), and related software, including the Novum IQ Software, Dose IQ Safety Software, IQ Enterprise Connectivity Suite, the DeviceVue application and ICNET Outbreak Manager (collectively, the “**Baxter Infusion Software**”), and any related services (all of the foregoing collectively, the “**Baxter Infusion System**”) and governs your access and use of the Baxter Infusion System. Baxter and User are each a “**Party**” and collectively, the “**Parties**” to this Agreement.

1. License Grant and Access Rights.

- 1.1. *Scope of License.* Subject to the terms of this Agreement, Baxter hereby grants to User a limited, nonexclusive, nontransferable, non-sublicensable, revocable license and right to access and use, the Baxter Infusion System, and the Baxter Infusion Content (defined below) made available or otherwise accessible via the Baxter Infusion System, solely in connection with User’s use of the Equipment, and only in accordance with applicable laws, rules and regulations.
- 1.2. *Ownership; Reservation of Rights.* The access granted hereunder is licensed and not sold to User. User shall not, by virtue of this Agreement or otherwise, acquire any rights in the Baxter Infusion System aside from the limited licenses granted herein, and User hereby expressly disclaims any other rights therein. Baxter and its licensors and service providers reserve and retain all of their respective rights, title, and interest in and to the Baxter Infusion System as well as any software, modifications or enhancements made thereto, and all Intellectual Property Rights therein. “**Intellectual Property Rights**” mean any and all rights, title, and interest in and to (a) copyrights, copyrightable work or other work of authorship, derivative works, right of attribution, integrity and moral rights thereof; (b) trademarks, service marks, logos, design, emblem, slogan, sign, insignia, internet domain name, software (in any form, including source code and executable or object code) and trade dress, including all goodwill associated therewith; (c) trade secrets, scientific, technical, economic or engineering information, know-how (including algorithms, apparatuses, patterns, plans, compilations, program devices, formulae, designs, prototypes, methods, techniques, processes, inventions, procedures, programs or codes), compositions, techniques; (d) patents and inventions whether patentable or non-patentable, as they exist anywhere in the world; and (e) all other intellectual property that may be registered or not, of any kind in any jurisdiction, together with all registrations and applications for registration for

any of the foregoing, all reissues, divisions, renewal, extensions and re-examinations of any of the foregoing and all rights in or to any of the foregoing provided by applicable laws, rules and regulations.

- 1.3. *User Account.* In order to access and use IQ Enterprise, Dose IQ or DeviceVue, each User must have an Account (defined below). If a user is an administrator (“**Administrator**”) of a facility, hospital, or other organization (each a “**Facility**”) that has executed a Purchase Agreement with Baxter, such Administrator will work with a Baxter account representative to setup an Administrator account (“**Administrator Account**”). Once an Administrator has an Administrator Account, such Administrator may create additional accounts for other Users. To register and create an account for another User, an Administrator will need to provide a User’s username and initial password, designate a User role or permissions, and enter the User’s first name, last name, job title, and email address (“**Additional User Account**”). An Administrator Account and an Additional User Account is each and collectively, referred to as an “**Account.**” By providing your email address or creating an Account, you agree that we may contact you using the information you provided, including by email, for purposes of providing implementation and ongoing support or sending any notice, disclosure, statement, reminder, or invitation in connection with the Baxter Infusion System.
- 1.4. *Confidentiality and Monitoring.* You agree that you are responsible for the confidentiality of your Account information and are fully responsible for all activities that occur under your Account. Each Administrator shall be responsible for disabling any Accounts for Users who are no longer active. Except as otherwise permitted herein, you are prohibited from sharing with or otherwise disclosing your Account information to any other person without the prior written authorization of Baxter. You agree that you will provide truthful and accurate information that belongs to you or the User for whom you are creating an Account while using the Baxter Infusion System. Should you become aware of or suspect any unauthorized use of your Account or your information changes, you agree to notify us and your Administrator immediately and in writing. Baxter reserves the right to monitor the Baxter Infusion System to (a) operate and provide the Baxter Infusion System; (b) administer and manage Baxter’s business; (c) verify compliance with laws or this Agreement; (d) protect Users; or (e) satisfy any applicable law, regulation or other government request. User acknowledges that other Users have access to the Baxter Infusion System and the actions of other Users are beyond the control of Baxter.
- 1.5. *Updates.* User acknowledges that Baxter is under no obligation to provide any updates to the Baxter Infusion System; however, Baxter may provide updates to the Baxter Infusion Software, which may correct errors, add new features, or modify or delete certain features or functionality of the Baxter Infusion System. User acknowledges that such updates are intended to keep the Baxter Infusion System functioning and agrees to permit Baxter to install all updates when available or as otherwise required under an applicable services agreement or applicable laws, rules and regulations.
- 1.6. *Baxter Infusion Content.* All content and materials, including text, graphics, logos, button icons, images, audio clips, illustrations, photographs, digital downloads, or other materials appearing on or associated with the Baxter Infusion System (collectively, “**Baxter Infusion Content**”) and all Intellectual Property Rights therein, are the property of Baxter or its third party licensors and protected by U.S. and international property laws, and no right, title, or interest in any Baxter Infusion Content is transferred to you as a result of your use of the Baxter Infusion System.

Except as expressly provided for herein, User may not copy, reproduce, republish, store, upload, transmit, transfer, adapt, reformat, print, distribute, commercially exploit, or publicly display the Intellectual Property Rights of Baxter, Baxter's licensors, the Baxter Infusion System, or any portion thereof.

1.7. *Reports and Data.* The Baxter Infusion System may allow Users to extract or export data, or create or generate reports using data, contained in the Baxter Infusion System. In Dose IQ, a User may have the ability to create a customized library, input notes, or generate a report. User shall be solely responsible for the creation and maintenance of any data extracted or report created through use of the Baxter Infusion System. User acknowledges that by providing User the ability to input information, extract data, or create or generate reports, Baxter does not control, and is not responsible for, the data or information that other Users may input while using the Baxter Infusion System neither for the results and analysis obtained by the User. User represents that User has the necessary rights and permissions to input and use the data in connection with the Baxter Infusion System and that such data will be processed in accordance with applicable data protection laws. User acknowledges and agrees that Baxter may access or use technical or system data regarding User's use of the Baxter Infusion System or data from an Account in aggregated and de-identified format to operate and provide the Baxter Infusion System to User; provide any updates to the Baxter Infusion System; conduct analyses, analytics or benchmarking; improve the Baxter Infusion System or other Baxter products and services; and any other lawful purpose. *Children.* The Baxter Infusion System is not directed to persons under the age of 18 and is not aimed or intended for children under the age of 13. If you a User in the United States and are under the age of 18, please DO NOT USE the Baxter Infusion System. By using or accessing the Baxter Infusion System, you represent and certify that you are 18 years of age or older.

2. Conduct and Prohibitions.

You agree to use the Baxter Infusion System only for lawful purposes and to follow all applicable laws, rules and regulations of the country, state and/or jurisdiction in which you reside or are located when using the Baxter Infusion System. Baxter reserves the right to revoke User's privilege to use the Baxter Infusion System or take any appropriate measures to enforce the terms and conditions set forth herein, if violations are brought to its attention. While using the Baxter Infusion System, you agree that you must not:

- License, sublicense, sell, resell, rent, lease, time-share, publish, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party any portion of the Baxter Infusion System;
- Use the Baxter Infusion System in a service bureau, outsourcing, time-sharing, or other similar arrangement;
- Copy, modify, correct, adapt, alter, translate, enhance, or otherwise create derivative works or improvements of the Baxter Infusion System;
- Reverse engineer, decompile, disassemble, or otherwise attempt to learn or gain access to the source code, structure, or ideas upon which the Baxter Infusion System is based;

- Promote illegal activities, fraudulent schemes, child abuse, drugs, or anything objectionable (as determined by us) or otherwise violate any applicable law;
- Stalk, harass, threaten, or invade the privacy of or engage in predatory behavior towards another User or any other person;
- Post, upload or otherwise transmit any User content or information that is unlawful, harmful, abusive, tortious, profane, indecent, sexually explicit, hateful, or racially, ethnically or otherwise objectionable or intended to offend any person or that is otherwise objectionable to Baxter, in its sole discretion;
- Use the Baxter Infusion System to post, use, upload, or disseminate content, files, graphics, software, or other material that infringes or misappropriates any trade secret or intellectual property rights, rights of publicity, rights of privacy, or proprietary rights of any party;
- Take any action to circumvent, compromise, or defeat any security measures implemented on the Baxter Infusion System;
- Use any manual or automated software, devices, or other processes to “crawl” or “spider” any web pages contained in the Baxter Infusion System (including, without limitation, the use of robots, bots, spiders, scrapers or any other means to extract pricing, product, service or other data from the Baxter Infusion System);
- Upload or otherwise transmit User content or information that contains software viruses or any other malicious code, files, or programs designed to interrupt, disrupt, disable, erase, alter, harm or limit the functionality of the Baxter Infusion System or any software, firmware, data, hardware, or computer networks;
- Frame or otherwise simulate the appearance or functions of the Baxter Infusion System or any portion thereof;
- Use the Baxter Infusion System to gain competitive intelligence about Us or develop a competing product or service;
- Harvest or otherwise collect, store or use information about other Users;
- Impersonate any person or entity or otherwise misrepresent its affiliation with a person or entity;
or
- Authorize or assist a third party to do any of the foregoing.

3. Privacy. Your privacy is important to Us. Please carefully review Baxter’s Privacy Notice located at <https://www.baxter.com/policies-positions/global-privacy-policy> for information on how Baxter may collect, store, share, or use data from you. The terms of Baxter’s Privacy Notice are expressly incorporated by reference into this Agreement. You acknowledge that when you use the Baxter Infusion System, Baxter may collect, store, and use certain data about you or your use of the Baxter Infusion System in accordance with its privacy practices described in the applicable Baxter Privacy Notice.

- 4. Links.** The Baxter Infusion System may provide a User the ability to link or connect to other third party resources, sites, systems, or applications (“**Third Party Sites**”). Baxter has no control over such Third Party Sites, and User acknowledges and agrees that Baxter does not endorse and is not responsible for (a) any such external Third Party Sites; (b) the privacy policies and other practices of such Third Party Sites; or (c) other materials on or available from such Third Party Sites. User further acknowledges and agrees that Baxter shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on such content, materials, information, or other data available on or through such Third Party Site. By using the Baxter Infusion System, User expressly relieves Baxter from any and all liability arising from User’s use of any Third Party Site.
- 5. Representations.** User represents and warrants to Baxter that (a) User has provided and will maintain accurate, complete and current registration information; (b) User is an authorized representative of the entity or party on whose behalf User purports to act, as applicable; (c) User’s access or use of the Baxter Infusion System does not and will not constitute a breach or violation of another agreement, contract, terms of use, or understanding to which User is or may be subject; and (d) User will not use the Baxter Infusion System in violation of the terms of this Agreement or any applicable laws, rules or regulations.
- 6. Disclaimer of Warranties.** THE BAXTER INFUSION SOFTWARE IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. USE OF THE BAXTER INFUSION SYSTEM IS AT USER’S SOLE RISK. BAXTER DOES NOT WARRANT THAT USER’S USE OF THE BAXTER INFUSION SYSTEM WILL BE UNINTERRUPTED OR ERROR-FREE. BAXTER, FOR ITSELF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR APPLICATION, ARISING BY VIRTUE OF CUSTOM OF TRADE OR COURSE OF DEALING, TITLE, NON-INFRINGEMENT, OR TIMELINESS, SUITABILITY, ACCURACY, OR FITNESS FOR A PARTICULAR PURPOSE IN RELATION TO THE BAXTER INFUSION SYSTEM. USER IS SOLELY RESPONSIBLE FOR ANY AND ALL ACTS OR OMISSIONS TAKEN IN RELIANCE ON THE BAXTER INFUSION SYSTEM OR ANY INFORMATION OR USER CONTENT THEREIN, INCLUDING, WITHOUT LIMITATION, INACCURATE OR INCOMPLETE INFORMATION.

BAXTER FURTHER DISCLAIMS, AND YOU AGREE THAT YOU SHALL BE LIABLE FOR, ANY DAMAGES ARISING FROM OR RELATING TO ANY USE OF THE RESULTS, ANALYSIS OR DATA GENERATED BY YOUR USE OF THE BAXTER INFUSION SYSTEM. THE BAXTER INFUSION SYSTEM AND ALL INFORMATION AND CONTENT CONTAINED THEREIN OR OTHERWISE OBTAINED OR GENERATED BY YOU THROUGH YOUR USE OF THE BAXTER INFUSION SYSTEM SHALL BE AT YOUR OWN DISCRETION AND RISK. THE INFORMATION, DATA, OR OTHER CONTENT PROVIDED THROUGH THE BAXTER INFUSION SYSTEM IS FOR INFORMATIONAL AND CLINICAL DECISION MAKING PURPOSES. ANY AND ALL MEDICAL TREATMENT, DIAGNOSIS OR PROCEDURE MUST BE CONDUCTED BY AUTHORIZED PROFESSIONALS, TAKING INTO ACCOUNT THE PARTICULAR CHARACTERISTICS OF EACH PATIENTS. THEREFORE, SUCH INFORMATION, DATA, AND OTHER CONTENT IS NOT A SUBSTITUTE FOR PROFESSIONAL JUDGMENT OR MEDICAL DIAGNOSIS OR TREATMENT.

BAXTER USES REASONABLE EFFORTS TO MAINTAIN THE BAXTER INFUSION SYSTEM BUT BAXTER IS NOT RESPONSIBLE FOR ANY DEFECTS OR FAILURES ASSOCIATED WITH YOUR USE OF THE BAXTER INFUSION SYSTEM, OR ANY PART THEREOF, ANY CONTENT POSTED USING THE BAXTER INFUSION SYSTEM, OR ANY DAMAGES (SUCH AS LOST PROFITS OR OTHER CONSEQUENTIAL DAMAGES) THAT MAY RESULT FROM ANY SUCH DEFECTS OR FAILURES. THE BAXTER INFUSION SYSTEM MAY BE INACCESSIBLE OR INOPERABLE FOR ANY REASON, INCLUDING WITHOUT LIMITATION: (A) EQUIPMENT MALFUNCTIONS; (B) PERIODIC MAINTENANCE PROCEDURES OR REPAIRS; OR (C) CAUSES BEYOND THE CONTROL OF BAXTER OR WHICH ARE NOT FORESEEABLE BY BAXTER. BAXTER MAKES NO WARRANTY AND ASSUMES NO RESPONSIBILITY FOR LIABILITY REGARDING ANY RELATIONAL DATABASE SERVICE OR SERVERS, OR ANY THIRD PARTY HARDWARE, EQUIPMENT, OR SERVICE WITH WHICH THE BAXTER INFUSION SYSTEM MAY BE REQUIRED TO OPERATE.

SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, SO THE FOREGOING LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU IN THEIR ENTIRETIES, BUT SHALL IN SUCH CASE APPLY ONLY TO THE EXTENT PERMITTED BY LAW. .

- 7. Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU EXPRESSLY UNDERSTAND AND AGREE THAT IN NO EVENT WILL BAXTER, ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, BE LIABLE TO USER OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, ARISING FROM OR RELATING TO THIS AGREEMENT, THE BAXTER INFUSION SYSTEM, OR USER'S ABILITY OR INABILITY TO USE THE BAXTER INFUSION SYSTEM, ANY INACCURACY OR INCOMPLETENESS OF INFORMATION CONTAINED IN THE BAXTER INFUSION SYSTEM, ANY DELAY OR FAILURE OR ALTERATION OF ANY TRANSMISSION OR DATA, EVEN IF BAXTER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER BAXTER'S NOR ITS AFFILIATES' OR SUBSIDIARIES' TOTAL LIABILITY FOR ANY DAMAGES, CLAIMS, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE) SHALL EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING OR USING THE BAXTER INFUSION SYSTEM. USER AGREES THAT IF USER IS DISSATISFIED WITH THE BAXTER INFUSION SYSTEM, USER'S SOLE AND EXCLUSIVE REMEDY SHALL BE FOR USER TO DISCONTINUE USE OF THE BAXTER INFUSION SYSTEM AND TERMINATE THIS AGREEMENT IN ACCORDANCE WITH SECTION 9.
- 8. Release; Indemnification.** You hereby agree to release Baxter, its affiliates, subsidiaries, officers, directors, employees, licensors, service providers, and agents from any and all liability and obligations whatsoever in connection with or arising out of your use of the Baxter Infusion System. If at any time you are not satisfied with the Baxter Infusion System, your sole remedy is cessation of use of the Baxter Infusion System. You agree to indemnify, defend, and hold harmless Baxter, its licensors, affiliates, or subsidiaries and any members, officers, directors, employees, and agents of the foregoing, from and against any action, cause, claim, damage, loss, debt, expenses, demand or liability, including reasonable costs and attorneys' fees asserted by any person or entity, arising out of or relating to: (a) this Agreement or your violation of the terms of this Agreement; (b) your use of the Baxter Infusion System, including any User content, data, communication, or information transmitted or received by you; (c) gross negligence, fraud, or any intentional or negligent act or omission by you; and (d) your violation of any third party rights, including any Intellectual Property Right or privacy right.

9. Term; Termination. This Agreement is effective upon your acceptance and continues until terminated in accordance with the terms herein. You agree that we may terminate this Agreement at any time without notice if you breach any term of this Agreement, your Facility no longer has possession of the Equipment, or your access otherwise terminates pursuant to the applicable Purchase Agreement between Baxter and your Facility. User may terminate this Agreement by terminating access to the Baxter Infusion System and notifying Baxter using the contact information below. Upon termination, User shall terminate use of and access to the Baxter Infusion System and all related content or information and delete all copies of the Baxter Infusion Software. Baxter reserves the right to discontinue or suspend any aspect of or access to the Baxter Infusion System at any time. Baxter further reserves all rights or remedies available at law or in equity.

10. Miscellaneous.

10.1. *Entire Agreement.* This Agreement constitutes the entire agreement between the Parties hereto concerning the subject matter hereof and supersedes any prior or contemporaneous agreements concerning such subject matter.

10.2. *Amendment.* Baxter may amend or modify the terms of this Agreement at any time. Your acceptance of the modified terms or continued access or use of the Baxter Infusion System after the terms of this Agreement are revised, constitutes your express consent to the modified Agreement. Notwithstanding the foregoing, no amendment, change, or extension to this Agreement is valid or binding, unless approved in writing by Baxter.

10.3. *Waiver.* No delay or failure by either Party to exercise or enforce at any time any right or provision of this Agreement will be considered a waiver thereof or of such Party's right thereafter to exercise or enforce each and every right or provision of this Agreement.

10.4. *Severability.* The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and the offending provision shall be deemed automatically modified by the minimum necessary to render it valid and enforceable under applicable law, with the nature and extent of the modifications to be determined by a court of competent jurisdiction.

10.5. *Governing Law.* You agree that this Agreement and any dispute arising out of or in connection with this Agreement or Baxter Infusion System will be construed and governed by the laws of the state and/or jurisdiction in which you reside or are located when using the Baxter Infusion System, without reference to its conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Both Parties consent to the exclusive jurisdiction of the state and federal courts in Chicago, Illinois in connection with all actions arising out of or in connection with this Agreement, and User waives any objections that venue in Chicago, Illinois is an inconvenient forum.

10.6. *Dispute Resolution; Arbitration Agreement.* THIS SECTION AFFECTS YOUR RIGHTS – PLEASE READ CAREFULLY BEFORE AGREEING TO THIS AGREEMENT.

a. Mandatory Arbitration. The Parties agree that any dispute, claim, controversy, action, or proceeding arising out of or relating to this Agreement or your use of the Baxter Infusion System under this Agreement (a “**Dispute**”) will be determined exclusively by binding arbitration in the

State of Illinois before a single arbitrator. The International Institute for Conflict Prevention & Resolution (“CPR”) will administer the arbitration in accordance with the CPR rules. The claimant party filing a demand for arbitration with the administrator of CPR and serving the demand on the opposing party will initiate the arbitration. You and Baxter will select an arbitrator in accordance with the applicable CPR rules within thirty (30) calendar days of the date the demand for arbitration is filed. Except as otherwise required by law, neither you, Baxter, nor the arbitrator may disclose the existence, contents, or results of any arbitration under this Agreement without the prior written consent of you and Baxter. Any award of the arbitrator will be accompanied by a statement of the reasons upon which the award is based. Judgment on the arbitration award may be entered in any court having jurisdiction.

- b. No Class Action. YOU AGREE THAT ANY CLAIM YOU MAY HAVE AGAINST US MAY ONLY BE BROUGHT INDIVIDUALLY AND YOU WILL NOT JOIN SUCH CLAIM WITH CLAIMS OF ANY OTHER PERSON OR ENTITY OR BRING, JOIN, OR PARTICIPATE IN A CLASS ACTION AGAINST US. BY ACCEPTING THESE TERMS, YOU AND BAXTER ARE EACH WAIVING THE RIGHT TO PARTICIPATE IN OR BRING A CLASS ACTION.
 - c. Time to File. ANY DISPUTE THAT YOU MAY HAVE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE DISPUTE ACCRUES, OTHERWISE, SUCH DISPUTE IS PERMANENTLY BARRED.
 - d. Conflict. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the code of procedure established by the CPR, the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein.
- 10.7. *Equitable Relief*. Notwithstanding anything herein to the contrary, User acknowledges that any breach of the terms of this Agreement, including your use of the Baxter Infusion System in violation of the rights granted herein or infringement upon or misappropriation of any Intellectual Property Rights of Baxter or its licensors, would cause irreparable harm and significant injury to Baxter and/or its licensors. As such, the Parties agree that Baxter has the right to enforce the terms of this Agreement by injunction (without necessity of posting bond), specific performance, or other equitable relief without prejudice and in addition to any other rights and remedies that may be available to Baxter.
- 10.8. *Export Control*. Unless otherwise specified, the Baxter Infusion System, content, and other related materials for the Baxter Infusion System are available in the United States. Baxter makes no representations or warranties that the Baxter Infusion System, or other related material accessible via the Baxter Infusion System is appropriate outside of the United States. User hereby agrees to comply with all applicable export and re-export control laws, restrictions, and regulations.
- 10.9. *Headings*. The headings used herein are for convenience only and will not limit the interpretation of any section hereof.
- 10.10. *Force Majeure*. Neither Party shall be liable for failure to fulfill its obligations under this Agreement due to any major unforeseeable event beyond the control of, and not caused by the fault or negligence of, such Party or its agents, including, without limitation, an act of God, fire, earthquake, flood, explosion, action of the elements, war, terrorism, insurrection, riot, mob violence, sabotage, inability to procure equipment, facilities, materials, or supplies in the open

market, failure of power, failure of telecommunications systems or infrastructure, strike, lockout, action of labor unions, condemnation, requisition, epidemic, pandemic, national emergency, law or order of government, civil or military authorities; provided that the Party failing to perform in such event shall promptly resume or remedy, as the case may be, the performance of its obligations hereunder as soon as practicable.

11. Contact Information

Baxter Healthcare Corporation
Attn: Associate General Counsel, Medication Delivery
One Baxter Parkway
Deerfield, Illinois 60015