End User License Agreement (EULA)

Care Everywhere Gateway Solution End User License Agreement ("EULA") provided by Baxter

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- 11. U.S. GOVERNMENT END USERS. The Software and Documentation are "commercial items" as that term is defined in FAR 2.101, consisting of "commercial computer software" and "commercial computer software documentation," respectively, as such terms are used in FAR 12.212 and DFARS 227.7202. If the Software and Documentation are being acquired by or on behalf of the U.S. Government, then, as provided in FAR 12.212 and DFARS 227.7202-1 through 227.7202-4, as applicable, the U.S. Government's rights in the Software and Documentation will be only those specified in this EULA.
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- 14. CONTACT INFORMATION. IF YOU HAVE ANY QUESTIONS REGARDING THIS EULA, YOU MAY CONTACT BAXTER THROUGH BAXTER'S SUPPORT NUMBER: BAXTER TECHNICAL SUPPORT (800) 356-3454

Privacy Policy

SCOPE OF POLICY

Please be aware that this Privacy Policy applies only to the Care Everywhere Gateway Services provided by Baxter for use with the Spectrum Infusion Pumps (the "Services"). By using the Services, you accept and agree to the practices described in this Privacy Policy.

The Information We Collect

Care Everywhere collects a variety of information that you provide directly to us. . The specific types of information collected will depend upon the Services you use, how you use them, and what you choose to provide and may include your full name, email address, phone number, product serial number and address, Care Everywhere may collect information from you in the context of:

- Pump messages
- Account registration and administration of your account (user login data);
- Customer support and technical assistance;
- Registration of your pumps (device table);
- CQI data collected and stored;
- Drug Libraries that have been distributed;
- Other submissions you upload using the Services where information is requested for use and/or participation.

 When you use the Services and applications (web, etc.), we may collect certain information as described above for such purposes as improvement of our products and software services,

troubleshooting defects or anomalies, providing the Services, managing the Services, security and monitoring purposes, tracking and analyzing usage, and improving overall performance of the Services.

Anonymous or De-Identified Data

We may collect data that is already in anonymized or de-identified form or we may manually anonymize and/or de-identify information collected by the Services or via other means so that the information does not identify you. Our use and disclosure of aggregated and/or de-identified information is not subject to any restrictions under this Privacy Policy, and we may disclose it to others without limitation.

Uses of Information

Care Everywhere may use the information it collects for various purposes, including but not limited to:

- Service Improvement As discussed throughout this Privacy Policy, we will use information to perform security updates and diagnostics, understand how users interact with our Services, improve the overall Care Everywhere customer and product experience, and perform research and analytics.
- Customer Service Based upon the information you provide us at the time of Care Everywhere account
 registration, we will have the opportunity to communicate with you in order to respond to your inquiries,
 to provide the Services you may request, and to manage your account via your email.
- Service-Related Announcements We will send you service-related announcements on rare occasions.
 For instance, if our service is temporarily suspended for maintenance, we might send you an email push notification.

Sharing and Disclosure of Information

Care Everywhere does not sell, lease, transfer, share or otherwise permit access to your information, other than as described in this Privacy Policy.

- Trusted Third Party Service Providers We may share your information with trusted third parties that
 provide services to help us provide the Services to you. These service providers are authorized to use
 personal information about you only as necessary to provide these services to us. All such third party
 service providers are contractually bound and obliged to comply with required privacy standards in
 compliance with applicable law.
- Legal Compliance We reserve the right to access and disclose your information when we believe in good faith that such disclosure is necessary to: (a) enforce legal rights and comply with the law; (b) comply with an order from a government entity or other competent authority, (c) prevent or address potential or actual injury or interference with our rights, property, operations, users or others who may be harmed or may suffer loss or damage; (d) protect our rights, prevent fraud and/or comply with judicial proceeding, court order, or legal process served on Care Everywhere.
- Other Circumstances We may use or disclose your personal information to engage in efforts designed to detect, prevent or otherwise address fraud, security or technical issues.

Changes in Our Privacy Policy

From time to time, our information practices may change. If we decide to change our Privacy Policy, we will post those changes to this Privacy Policy on our website or other places we deem appropriate so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it. We reserve the right to modify this Privacy Policy at any time, so please review it frequently. If we make material changes to this Privacy Policy, we will notify you here, by email, or by means of a notice on our home page. Your continued use of the Services will be deemed to be your agreement that your information may be used in accordance with the new policy.

How We Protect Your Information

The security of your information is important to us. We have implemented reasonable administrative, technical, and physical security measures to protect against the unauthorized access, destruction or alteration of your information based on its sensitivity. Despite our best efforts, however, no security measures are completely impenetrable. While we strive to protect your information, we cannot guarantee that it will be secure.

Care Everywhere Contact Info

If you wish to contact us or have any questions about or complaints in relation to this Privacy Policy, please contact us at the following contact details:

Email Address: techsupport@careeverywhere.com

Mailing Address: Care Everywhere, LLC

177 Pine Street Natick, MA 01760

Phone: 855-378-2273(CARE) Dial 1 for technical support