

TRAINING PRODUCT LICENSE TERMS OF USE

Your use of and access to Equashield Products as defined below are governed by these Terms of Use. By using the Products directly with us or through a third party application, plug-in, extension or integration) you agree and accept these Terms of Use and you agree that the Products shall only be used by Authorized Users as defined below.

The Products are provided to you as the user of the Products by Equashield LLC. (“Equashield LLC”, “us”, “we”), with its main office at 2 Harbor Park Drive, Port Washington, NY 11050.

Customer agrees to be bound by these terms and conditions by accessing or using the Products. If Customer does not agree to these terms and conditions, Customer must not access the Products in any form or make any use of it.

1. Definitions.

“Product” includes, without limitation, one or more Equashield LLC training and educational materials, whether delivered or accessible electronically (USB Disk, Webinar, eCourses, online, in the form of a mobile and/or desktop application(s) and/or may be integrated in a third party service etc.) or in printed form. Such materials include, but are not limited to, training videos, manuals, slide presentations, spreadsheets and other proprietary material.

“Customer” or “you” means or refers to the entity, hospital or medical facility who access or uses the Products as well as any of their personnel and representatives that are considered Authorized Users.

“Content” means texts, graphics, videos, data, information, files, presentation, trademarks, service marks, trade names, trade dress, logos, designs, and sounds or other content that is part of the Products.

“Authorized Users” means those users who are accessing and/or using the Products for legitimate educational and training purposes (the “Purpose”) with the intention to use Equashield LLC’s Closed System Transfer Devices (“CSTDs”).

“Unauthorized Use” means downloading, uploading, copying, storing, sharing, receiving, collecting, modifying, transferring, adapting, creating derivatives works, filing, incorporating, or capturing any of the Content or the Products, as well as the re-sale, re-publication, distribution, assignment, loan, or sub-license of the Products.

2. License and Restrictions.

Equashield LLC grants to Customer a limited, non-exclusive, non-transferable license to access and use the Products for the Purpose (“License”). By accessing and/or using the Product, Customer agrees that such access and/or use shall be for Customer’s training needs and further agrees not to make any Unauthorized Use nor permit any person to do so. Any purported Unauthorized Use is prohibited and shall automatically terminate the License granted under these Terms of Use. Customer shall not represent that Customer owns or has any proprietary interest in or to the Products. Equashield LLC prohibits the use of the Products for commercial or for-profit training.

If you are using the Products on behalf of your employer or another organization, you are agreeing to the terms, policies and procedures of that organization and you represent and warrant that you have the authority to do so. Your organizations guidelines as well as any applicable laws, statutes or regulations should always be followed. However, Equashield LLC is not responsible for any third party services, terms, procedures, guidelines and/or policies.

Access to the Products may involve the use of a unique user name and/or password. You are solely responsible for maintaining the security of such user names and passwords, and will promptly notify us if you believe such security has been compromised. You will not use the user names and/or passwords of any third party. You will not misrepresent your identity or any other information when communicating with Equashield LLC through the website.

3. Ownership.

The Products are proprietary to Equashield LLC, which retains exclusive right, title and interest in and to the copyrights and other intellectual property rights in the Product. All elements comprising the Products as well as the selection, assembly and arrangement thereof are the sole property of Equashield LLC. The entirety of the Content is a collective work owned by Equashield LLC's and its rights are protected by federal and state copyright, trade secret and intellectual property laws. Customer has no ownership rights in the Products. Except as otherwise expressly stated and mutually agreed, the nature of all transactions between Customer and Equashield LLC is that of a Product use license. Any other use of the Product by any person or entity is strictly prohibited and a violation of these Terms of Use.

4. Confidentiality

Customer acknowledges that, in connection with the performance of these Terms of Use or the purchase of CSTDs, it may receive certain confidential or proprietary technical, business or financial information and materials of Equashield LLC or other data related to CSTD's or the usage or content of the Products ("Confidential Information"). Confidential Information shall include Equashield's methodologies, software, data, and work product, and any other business, financial or technical information that is confidential or proprietary by nature.

Customer agrees (a) to use the Confidential Information only for the Purposes described in these Terms of Use; (b) not to reproduce the Confidential Information and to hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party; and (c) to restrict access to the Confidential Information to Authorized Users only, for the Purpose and who have been advised of and have agreed to treat such information in confidence and in accordance with the terms of these Terms of Use. Customer agrees that all Confidential Information is proprietary to Equashield LLC and as such it shall remain the sole property of Equashield LLC.

Notwithstanding the foregoing, Customer may disclose Confidential Information (a) if expressly authorized in writing by Equashield LLC; (b) in response to an order of a court or other governmental body; or (c) as required by law or regulation to be disclosed.

5. Security

Access to Products shall be controlled by security measures. Customer undertakes to make best efforts to ensure that no external, unauthorized users, outside of Authorized Users, have access to the

Products and shall immediately upon becoming aware of any unauthorized use or other breach, inform Equashield LLC, and take immediate and appropriate steps both to ensure that such activity ceases and prevent any recurrence.

6. Warranties and Limitation of Liability.

Equashield LLC represents and warrants to the Customer that the Products used as contemplated by these Terms of Use do not infringe the copyright or any other proprietary or intellectual property rights of any third party. Equashield LLC reserves the right to withdraw from the Products any material in its reasonable discretion.

THE PRODUCT IS PROVIDED BY EQUASHIELD LLC ON AN "AS IS" AND "AS AVAILABLE" BASIS. EQUASHIELD LLC MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF PRODUCTS OR THEIR CONTENT. EQUASHIELD LLC MAKES NO WARRANTY THAT ACCESS TO PRODUCTS WILL BE UNINTERRUPTED, TIMELY, SECURE, CURRENT, ACCURATE, COMPLETE OR ERROR-FREE.

TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, EQUASHIELD LLC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EQUASHIELD LLC DOES NOT WARRANT THAT THE PRODUCT DOWNLOADS, OR PRODUCT DELIVERED ON PHYSICAL MEDIA ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. EQUASHIELD LLC WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE ACCESS, USE OF OR THE INABILITY TO USE THE PRODUCT, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL AND CONSEQUENTIAL DAMAGES.

Some states do not allow the disclaimer or limitation of warranties or liabilities, so the disclaimers set forth above may not apply to you.

7. Termination and Modification.

Equashield LLC may terminate the License given under these Terms of Use without further action, upon Customer breach of any obligation, limitation, condition or restriction set forth herein or any Unauthorized Use by Customer. Upon such termination, all rights hereunder shall cease, except that (a) all obligations that accrued prior to the termination date and any remedies for breach of these Terms of Use shall survive any such termination, (b) Customer shall immediately cease accessing and using the Product, and (c) the provisions of Sections 2, 3, 4, 5, 6 and 8 hereof shall survive.

Equashield LLC can amend the Terms of Use from time to time. The amended Terms of Use will become effective upon them being posted on Equashield LLC's website(s), or at such later date as may be stated on the amended Terms of Use. Therefore, we recommend that you review the Terms of Use from time to time and take note of any changes. By continuing your access and use of the Products you accept the amended Terms.

8. General Provisions.

These Terms of Use will be interpreted under the laws of the state of New York. Venue for any litigation arising hereunder shall be the courts in New York State. Customer agrees that, in the event of any breach or threatened breach of Sections 2, 3 or 4 hereof, Equashield LLC will suffer irreparable damage for which there is no adequate remedy at law. Accordingly, Equashield LLC shall be entitled

to injunctive relief and other equitable remedies to prevent or restrain such breach or threatened breach without the necessity of posting any bond. Customer agrees to indemnify and defend Equashield LLC and hold it harmless from and against all liability, losses, claims, demands, actions, suits, damages, judgments, costs and expenses, including reasonable attorney's fees and expenses, that Equashield LLC incurs related to Customer's breach of these Terms of Use.

Any notices, correspondence or other communications under these Terms of Use shall be given or sent to: Equashield LLC 2 Harbor Park Drive, Port Washington NY 11050 or to Customer at the contact details you provided to us.

These Terms of Use constitutes the entire agreement between Customer and Equashield LLC, and all prior agreements, understandings, representations, terms and statements have been merged herein. These Terms of Use has the same force and effect as a signed agreement. If any provision of these Terms of Use are determined to be illegal or unenforceable, such provision will be limited or eliminated to the minimum extent necessary so that these Terms of Use will remain fully enforceable and effective.