

# Scrubber Single-User Agreement

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9. **Termination:** Either party may terminate this Agreement for cause at any time upon thirty (30) days prior written notice to the other party. "Cause" shall mean (a) material breach of any term or condition of this Agreement where such breach, if curable, is not remedied to the non-breaching party's reasonable satisfaction within such thirty (30) day period, (b) Licensor' unsatisfactory performance of the services under this Agreement which shall continue after specific notice thereof has been received by Licensor, and the thirty (30) day period shall have passed after the receipt of such notice during which Licensor fails to cure such specific unsatisfactory performance.

In the event of a breach by Licensee, which remains uncured as specified above, Licensee shall immediately discontinue use of the Software and return to Licensor all copies of the Software and materials, including all documentation.

The foregoing remedies are in addition to all other remedies afforded at law or in equity.

10. **General:**

10.1 Notice: All communications and notices from one party to the other shall be in writing and shall be given by addressing the same to the other at the address set forth in this Agreement, or at such other address as either may specify in writing to the other. All notices shall become effective when deposited in the United States Mail with proper postage for first class registered or certified mail prepaid, return receipt requested, or when delivered personally.

10.2. Entire Agreement: This Agreement and any associated exhibits, constitutes the entire agreement of the parties with regard to its subject matter, and

supersedes all previous written or oral representations, agreements and understandings between Licensee and Licensor.

- 10.3. No Modification: This Agreement may be changed only by a writing signed by authorized representatives of both parties.
- 10.4. Severability: In the event that any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and all other provisions shall remain in full force and effect. If any of the provisions of this Agreement are held to be excessively broad, it shall be reformed and construed by limiting and reducing it so as to be enforceable to the maximum extent permitted by law.
- 10.5 Confidentiality. Each party acknowledges that by reason of its relationship with the other party hereunder, it may have access to certain information and materials concerning the other party's and its suppliers' business, technology and/or products that are confidential and of substantial value to the other party, which value would be impaired if such information were disclosed to third parties, ("Confidential Information"). Confidential Information for Licensor shall include the Software and for Licensee shall also include, without limitation, any information pertaining to Licensee's computer systems, passwords, software code, data, files, input, results and output materials and reports emanating from the use of any software, systems architecture, security, products, formulae, specifications, designs, processes, personnel and their associated information, trade secrets, financial or medical information of patients, caregivers, health care professionals and others who have disclosed such information to Licensee, regulatory affairs, discoveries, inventions, and sales and marketing efforts or strategies and discussions relating thereto, disclosed, directly or indirectly, in writing, orally, observed, or by any other means. Each party agrees that it will not use in any way for its own benefit or the benefit of any third party, nor disclose to any third party, any Confidential Information except as authorized under this Agreement and will protect the confidentiality of such information with the same degree of care which it uses to protect its own confidential information but in no event with less than reasonable care. Nothing in this Agreement shall be construed to grant to Licensor an ownership interest in or license or usage rights to Licensee's Confidential Information, copyrights, trade names, or trademarks. Confidential Information shall not include information that: (i) was already in the possession of the non-disclosing party before its disclosure as evidenced by written records, (ii) is independently developed without reference to any information of disclosing party as evidenced by written records, (iii) is or becomes publicly available through no fault of the non-disclosing party, or (iv) is obtained by the non-disclosing party from a third party under no obligation not to disclose same.

- 10.6 Indemnification. Licensor shall indemnify, defend and hold Licensee, its officers, employees, agents, subsidiaries and affiliates harmless from and against any and all losses, damages, liabilities, settlements, costs, and expenses (including attorneys' fees) arising out of any claims made against Licensee in connection with any allegation that the Software, documentation or enhancement infringes or misappropriates any patent, copyright, trade secret or other intellectual property right of any third party.
- 10.7 No Publicity. Neither party shall use the other party's name in any publicity, news release, advertisement, promotional materials, proposals, customer lists, or other disclosures, written or oral, (including as a reference or mention as a retained or former customer) related to this Agreement or otherwise, or use the other party's trademarks for any reason.