



LICENSE AND SUPPORT SERVICES AGREEMENT

1. This License Agreement is between the InterSystems Corporation (“InterSystems”) and the end user customer (“you,” the “Customer” or the “End User”) identified in the attached Baxter Agreement (“Baxter Agreement”).
2. As of the date specified in the Baxter Agreement or, if no date is specified, on the date of the Baxter Agreement has been executed on your behalf (the “Effective Date”), InterSystems hereby grants to you a nontransferable and nonexclusive license (the “License”) to use the InterSystems product(s) named in the Baxter Agreement (the “Licensed Software”) solely for internal business purposes in association with the DoseEdge application. Your license shall be granted upon Baxter’s procurement of said license for your instance of DoseEdge. For the avoidance of doubt, the “Licensed Software” shall not include any open source or third-party software that may be shipped with, installed with or used in conjunction with InterSystems’ proprietary software.
3. The InterSystems license(s) are part of the DoseEdge IV Workflow Solution (or its successor product) and have been acquired on your behalf, Baxter will execute the Order Form and will be responsible for paying all fees specified therein to InterSystems.
4. From time to time, the size and/or scope of your License may be adjusted, which adjustment will be reflected in an amended and restated Baxter Agreement.
5. Your License is subject to these terms and conditions relating to the Licensed Software and the standard Product Terms associated with the Licensed Software located at www.interSystems.com/ctc and www.interSystems.com/etc (“Product Terms”).
6. Your License is a paid-up license for 30 years from the Effective Date. The License Term of a paid-up License is subject to earlier termination in accordance with section 12 below.
7. The Licensed Software may only be used on servers operated by you or on your behalf. You may not sublicense the Licensed Software or otherwise make it available to third parties
8. You shall receive all Support Services from Baxter and not from InterSystems directly.
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11. InterSystems' and any affiliate's direct liability to you shall in no event exceed the portion of the fee received by InterSystems or such affiliate from Baxter for the Licensed Software. In no event shall InterSystems or any affiliate be directly liable to you for any special, incidental, exemplary, indirect or consequential damages or lost profits.
12. Your license to the Licensed Software terminates upon termination of the Baxter Agreement or your license to the DoseEdge Software.
13. The Licensed Software and related documentation are and shall remain the sole property of InterSystems. You agree not to (i) decompile, disassemble, or reverse engineer the Licensed Software or (ii) disclose to others the Licensed Software or any data or information relating to the Licensed Software. In addition, you agree not to use or disclose any confidential information provided to you by InterSystems or its affiliates contained in or relating to the Licensed Software, Support Services or this business relationship. You agree to allow InterSystems or its representatives to audit your use of the Licensed Software upon 30 days advance notice by InterSystems. You agree to provide reasonable access to your premises and otherwise cooperate with InterSystems in such audit. The results of any audit shall be your confidential information.
14. The parties are and shall be independent contractors to one another, and this License Agreement shall not create an agency, partnership or joint venture between the parties. Neither party nor its employees, agents or representatives shall be deemed to be an agent or employee of the other party and each party acknowledges that it is not authorized to bind or in any way commit the other party to any legal, financial or any other obligation.
15. This License Agreement shall be governed by and construed in accordance with the laws of, and the parties agree to submit to exclusive jurisdiction of the Commonwealth of Massachusetts, USA. The English version of this License Agreement shall control unless otherwise required by local law.
16. You agree to comply with all applicable laws, including, but not limited to: U.S. export control or similar laws with respect to the distribution of the Licensed Software, Support Services and technical data; the US Foreign Corrupt Practices Act and any other anti-corruption laws; and applicable data protection laws. Without InterSystems' prior written consent, you may not allow the Licensed Software, Support Services or technical data to be exported to or used in a country or region where a license, permit or special permission

is required. InterSystems may, but shall not be required to, apply for such license, permit or permission at your expense.

17. This document,, as well as the Product Terms in effect as of the Effective Date (or, in the case of Support Services, as of the date such Support Services are provided), constitute the entire agreement (the “License Agreement”) between you and InterSystems relating to your use of the Licensed Software and receipt of Support Services and supersedes any prior understandings between us as well as any purchase orders or similar documents that may be submitted to InterSystems or its affiliate. To the extent any provision in this document or in the Product Terms conflicts with any provision in the, the latter shall control. InterSystems shall have the right to transfer or assign this License Agreement without your consent or prior notice to you. You may not assign this License Agreement without InterSystems’ prior written consent. Except for an amended agreement reflecting a change in the scope of your License, this License Agreement may only be modified or amended by a writing signed by both parties.