MASTER PRODUCT AND SERVICES AGREEMENT

This Master Product and Services Agreement is entered into by and between PalatiumCare, Inc. d/b/a PalCare, a Wisconsin corporation ("Company" or "PalCare"), and the customer identified on the signature page hereto ("Customer"). This Agreement is effective as of the date of mutual execution ("Effective Date").

BACKGROUND

A. Company provides certain nurse-call and related systems, equipment, software, hosted platform access, technical support, and optional monitoring and other services.

B. Customer desires to purchase certain Products and/or Services from Company pursuant to one or more Order Forms.

C. The parties desire to set forth the terms that will govern such transactions.

In consideration of the mutual covenants and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. DEFINITIONS

1.1 Agreement. means this master agreement, including the applicable Schedules, together with all Order Forms.

1.2 Authorized Users. means Customer's employees and contractors authorized to use the Platform and/or Software solely for Customer's internal business purposes.

1.3 Customer Data. means all data, content, and information submitted, uploaded, or otherwise provided by or on behalf of Customer or its Authorized Users in connection with the Products or Services, excluding Usage Data.

1.4 Documentation. means user manuals, technical manuals, and other materials Company makes available relating to Products, Software, or Services.

1.5 Order Form. means the Company's quote, proposal, estimate, order form, statement of work, or similar document that identifies Products and/or Services sold by Company to Customer. For the avoidance of doubt, a Customer's standard purchase order or similar documents shall not be considered an Order Form.

1.6 Platform. means Company's proprietary hosted services and related applications, including the PalPortal web portal and PalMobile mobile application, as described in the applicable Order Form.

1.7 Platform Services. means the provision of access to and use of the Platform on a hosted basis, including related functionality, features, and Updates made available by Company.

1.8 Products. means the equipment and hardware furnished by Company (or by third parties on Company's behalf) under an Order Form, including related components and accessories.

1.9 Services. means the professional and support services provided by Company under an Order Form, including implementation services and technical support, but excluding Platform Services.

1.10 Updates. means updates, patches, bug fixes, and error corrections to the Software or Platform (as applicable) that Company makes generally available in its discretion.

1.11 Usage Data. means system-generated data relating to the operation, performance, use, and analytics of the Products, Software, Platform Services, and Services, including usage patterns, system metrics, alerts, and related technical information, but excluding Customer-identifiable data to the extent protected under applicable law.

1.12 Software. means the downloadable software, firmware, and any Updates provided by Company under an Order Form, including related Documentation, but expressly excludes the Platform.

2. AGREEMENT STRUCTURE; MODULARITY; ORDER OF PRECEDENCE

2.1 Structure. This Agreement establishes the general terms and conditions that govern Customer's purchases of Products and Services. The specific Products and Services purchased will be identified in one or more Order Forms.

2.2 Modular Schedules. The Schedules attached hereto apply only if Customer's purchase of a given Product or Service is contemplated on an Order Form.

2.3 Order of Precedence. If there is a conflict among documents forming part of this Agreement, the following order of precedence applies: (a) the applicable Order Form (but only as to commercial terms expressly set forth therein); (b) the applicable Schedule(s); (c) this Agreement. Notwithstanding the foregoing, Schedule 3 (Pendant and Monitoring Services Terms) shall control with respect to the subject matter therein in the event of any conflict with an Order Form or this Agreement.

2.4 No Customer Terms. Any terms in Customer purchase orders or similar documents are rejected and will not modify this Agreement unless Company expressly agrees in a writing signed by Company.

3. ORDERING; ACCEPTANCE; CHANGES

3.1 Each Order Form constitutes an offer by Company to sell the Products and Services identified therein to Customer. Customer may accept an Order Form by: (i) signing it, (ii) confirming acceptance in writing, or (iii) payment for the Products or Services. In the event an Order Form specifies a date of expiration, such Order Form may be amended or rescinded by Company in its sole discretion if Customer has not accepted the Order Form on or prior to the date of expiration. After acceptance, Order Forms may only be amended or changed with Company's written consent. For the avoidance of doubt, Company has no obligation to ship any Products or perform any Services unless and until an Order Form is accepted by Customer in accordance with this Agreement.

4. FEES; TAXES; PAYMENT; SUSPENSION

4.1 Fees. Customer will pay the fees set forth in the applicable Order Form, which shall be due and payable as stated on the Order Form. Late payments may incur a finance charge of up to one and one-half percent (1.5%) per month (or the maximum permitted by law, if less).

4.2 Taxes. Customer is responsible for all applicable sales, use, excise, and similar taxes, excluding taxes on Company's net income. Applicable taxes will be calculated at the time of invoice.

4.3 Suspension; Termination for Nonpayment. If Customer fails to timely pay undisputed amounts and does not cure within fifteen (15) business days after written notice of non-payment, Company may suspend performance and/or terminate the applicable Order Form as determined by Company in its sole discretion. Company may exercise suspension rights on a service-by-service basis without affecting unrelated Products or Services. Notwithstanding the foregoing, with respect to Pendant and Monitoring Services governed by Schedule 3, the cure period and suspension rights set forth in Schedule 3, Article III, Section 1 shall apply in lieu of this Section 4.3. In the event of termination for non-payment, Company may recover reasonable attorneys' fees and costs to the extent provided in Section 22.6.

5. DELIVERY; TITLE; RISK OF LOSS; INSPECTION

5.1 Delivery Terms. Unless the Order Form states otherwise, Products ship FOB origin. Delivery dates are estimates and are not binding unless Company expressly agrees in writing.

5.2 Risk of Loss; Inspection; and Acceptance. Customer bears risk of loss upon shipment. Customer shall inspect Products promptly upon receipt and notify Company in writing of any alleged nonconformity within ten (10) business days after receipt, describing such nonconformity in reasonable detail. Failure to provide such notice within such period will constitute acceptance of the Products. Upon timely notice, Company may, in its discretion, repair or replace the nonconforming Products or accept return thereof for refund of amounts paid. Except as expressly set forth in Schedule 1, the foregoing remedies are Customer's sole and exclusive remedies for nonconforming Products. For clarity, acceptance under this Section does not limit Customer's rights under any applicable Product warranty set forth in Schedule 1 with respect to latent defects not reasonably discoverable upon inspection.

5.3 Service Acceptance. Services shall be deemed accepted upon performance unless Customer provides written notice of material non-conformance within ten (10) business days following delivery of such Services, describing such non-conformance in reasonable detail. Company shall have a reasonable opportunity to cure.

6. INSTALLATION; CUSTOMER RESPONSIBILITIES

6.1 Installation. Unless an Order Form expressly states that Company will perform installation services for Products, Customer is solely responsible for installation. If Company provides installation services, such services are limited to those described in the Order Form, and Company may use subcontractors to perform such installation services.

6.2 Customer Responsibilities. Customer is responsible for:

(a) operating and supervising its facility and personnel;

(b) maintaining and securing Customer's networks, systems, and connectivity required for Products and Services;

(c) obtaining all consents, approvals, and authorizations needed for Customer's use of the Products and Services and for any communications sent through the Platform;

(d) ensuring that third-party equipment and services properly interface with the Products;

(e) compliance with all applicable laws, codes, and regulations related to Customer's installation and use;

(f) maintaining the accuracy, completeness, and timeliness of all data, contact information, and configuration inputs provided in connection with the Products, Platform Services, and Services;

(g) all acts and omissions of Authorized Users and any other persons who access or use the Products or Services through Customer's systems or credentials; and

(h) establishing, implementing, and maintaining all operational, supervisory, safety, and response procedures associated with Customer's use of the Products and Services.

Customer responsibilities set forth in this Section 6.2 apply to all Products, Software, Platform Services, and Services provided under this Agreement. To the extent any Schedule addresses Customer obligations, such obligations shall supplement, and not limit, the responsibilities set forth in this Section.

6.3 Third-Party Networks and Connectivity. Certain features (including voice, text, and other communications) may depend on wireless, cellular, internet, VOIP, or other networks not controlled by Company. Company does not guarantee availability, delivery, or uninterrupted operation of such networks.

6.4 System Environment; Infrastructure. Customer acknowledges that certain Products and Services depend on Customer's network infrastructure, wireless systems, internet connectivity, and third-party services not controlled by Company. Company makes no representation or warranty regarding the compatibility, performance, or reliability of such third-party systems. Customer bears sole responsibility for ensuring that its infrastructure is compatible with and supports the Products and Services. If Customer uses infrastructure not installed or configured by Company, Customer is solely responsible for all support and maintenance related thereto. For clarity, Customer bears sole responsibility for ensuring that its systems, infrastructure, and third-party environments support the intended operation of the Products and Services, and Company shall have no responsibility for failures arising from such systems.

6.5 Accounts and Security. Customer is responsible for maintaining the confidentiality and security of all accounts, login credentials, and access controls used in connection with the Products and Services. Customer is responsible for all activities conducted through its accounts, whether authorized or unauthorized, and will promptly notify Company of any suspected unauthorized access or use.

7. SOFTWARE AND PLATFORM; LICENSE; USE RESTRICTIONS

7.1 License Grant. Subject to Customer's compliance with this Agreement, Company grants Customer a non-exclusive, non-transferable, non-sublicensable license during the applicable term to use the Software and Documentation solely for Customer's internal business purposes, by and through Authorized Users, and solely in accordance with Documentation.

7.2 Restrictions. Customer will not, and will not permit any third party to:

(i) copy the Software except as expressly permitted for archival or backup purposes;

(j) modify, translate, adapt, or create derivative works;

(k) reverse engineer, decompile, disassemble, decode, or attempt to derive source code;

(l) rent, lease, sell, sublicense, assign, distribute, or otherwise make available the Software or Platform to third parties;

(m) use the Software or Platform for competitive analysis or to develop competing products or services; or

(n) use the Software or Platform in violation of applicable law.

7.3 Responsibility for Use. Customer is responsible and liable for all use of the Software, Platform, and Documentation through access provided by Customer, whether permitted or not.

7.4 Third-Party Materials. Software may include third-party components subject to additional license terms. Customer will comply with all such third-party terms, and a breach of such terms is a breach of this Agreement.

7.5 Updates. Company may provide Updates in its discretion. Updates are deemed Software, and related documentation is deemed Documentation, subject to this Agreement.

7.6 Export; Government Rights. Customer will comply with applicable export laws. If Customer is the U.S. government, Software is commercial computer software and government rights are limited to those granted to other end users.

7.7 License Conditions; Authorized Copies. The license granted under this Agreement applies solely to Software that is lawfully acquired from Company or its authorized distributors. No license is granted, whether expressly, by implication, or otherwise, to any unauthorized or unlawfully obtained copies of the Software.

7.8 Intellectual Property. The Software, Platform, and Documentation are licensed and not sold. Company and its licensors retain all right, title, and interest in and to the Software, Platform, Documentation, and all related intellectual property rights.

7.9 Feedback; Residuals. Customer may from time to time provide suggestions, comments, or feedback to Company regarding the Products, Software, Platform, or Services ("Feedback"). Customer hereby grants to Company a perpetual, irrevocable, worldwide, royalty-free license to use, disclose, reproduce, modify, and otherwise exploit such Feedback for any purpose without restriction or obligation. In addition, Company and its personnel may use generalized knowledge, skills, and experience retained in unaided memory in the course of performing under this Agreement, provided that no Confidential Information is disclosed in violation of Section 9.

7.10 Automation. Customer acknowledges that certain features may involve automated processing, analytics, or rule-based alerting. Such features are informational only and do not constitute clinical judgment, supervision, or professional decision-making.

8. SUPPORT; SERVICE CHARACTERISTICS

8.1 Support. Company will provide technical support related to Customer's use of the Platform and Products, and will use commercially reasonable efforts to make such support available 24 hours a day, seven days per week; provided, however, that Company does not guarantee responses within a prescribed period. Company's role is limited to providing administrative and technical support functions and does not include operational decision-making, incident response, or dispatch control.

8.2 No Guaranteed Outcomes. Products and Services are designed to reduce certain risks, but are not fail-safe. Company does not warrant that use of the Products or Services will prevent incidents, injuries, losses, or damages.

8.3 Communications Features. Certain Products and Services include messaging, alerting, or notification features (including text messages and email). Customer acknowledges that: (a) message delivery is not guaranteed; (b) message frequency and content may vary; (c) delivery may be impacted by third-party carriers or network conditions; and (d) Customer is responsible for maintaining accurate contact information, including any contact information required under Schedule 3. Company is not liable for any failure, delay, or inaccuracy in communications to the extent permitted under this Agreement.

8.4 Nature of Products and Services. The Products and Services are not life-safety systems, medical devices, or emergency response services. They are designed solely to provide supplemental information and operational support. Customer retains sole responsibility for supervision, care, safety procedures, and response actions, and shall not rely on the Products or Services as a substitute for human judgment or intervention.

9. CONFIDENTIALITY

9.1 Confidential Information. Each party may receive confidential information of the other party. The receiving party will: (i) use confidential information solely to perform or receive performance under this Agreement, (ii) protect it

using reasonable precautions, and (iii) not disclose it to third parties except to personnel and contractors with a need to know who are bound by confidentiality obligations at least as protective as those herein.

9.2 Exclusions. Confidential information does not include information that the receiving party can document: (a) is publicly available through no breach, (b) was known prior to disclosure, (c) is rightfully received from a third party without restriction, (d) is independently developed without use of confidential information, or (e) is required to be disclosed by law (subject to notice and cooperation to the extent permitted).

9.3 Term. Confidentiality obligations continue for five (5) years after disclosure, except that trade secrets remain protected as long as they qualify as trade secrets under applicable law.

10. DATA

10.1 Usage Data. As between the parties: (a) Customer retains all rights in data provided by or on behalf of Customer that identifies Customer or its end users ("Customer Data"); and (b) Company retains all rights, title, and interest in and to Usage Data. Company may use Usage Data to improve Products and Services, develop Updates, verify Customer compliance, and enforce Company's rights. Usage Data, in aggregated or de-identified form, shall not be considered Customer's Confidential Information.

10.2 Aggregate and De-Identified Data. Company may use and disclose aggregated or de-identified data for business purposes, including improving and enhancing Services.

10.3 Data Security; Incident Response. Company will implement and maintain commercially reasonable administrative, physical, and technical safeguards consistent with generally accepted industry practices for similarly situated service providers. In the event Company becomes aware of a confirmed unauthorized access to or acquisition of data within Company's systems that materially compromises its security or confidentiality, Company will notify Customer without undue delay and provide information reasonably necessary for Customer to comply with applicable law. Company's obligations under this Section apply only to data within Company's control and do not extend to Customer systems, infrastructure, or third-party networks or providers. Customer remains solely responsible for determining regulatory obligations applicable to its use of the Products and Services, including whether personal data, protected health information, or other regulated data is transmitted or stored using the Products or Services. Customer determines the purposes and means of processing any personal data in connection with its use of the Products and Services. Company processes such data solely as necessary to provide the Products and Services and in accordance with this Agreement. Nothing herein shall be construed as imposing any specific regulatory compliance obligation on Company unless expressly agreed in writing.

10.4 Company Role. Customer acknowledges that Company acts as a service provider with respect to Customer Data and processes such data solely to provide the Products and Services. The parties agree that, unless otherwise expressly agreed in a separate written data processing agreement, Company does not assume the role of a "business associate," "data processor," or similar regulated role under applicable law.

11. WARRANTIES; DISCLAIMERS

11.1 Limited Warranties. Limited warranties applicable to each Product and Service are set forth in the applicable Schedule. Company does not warrant voice and text communication functions, and such features may be disrupted.

12. INDEMNIFICATION

12.1 Customer Indemnity. Customer will defend, indemnify, and hold harmless Company and its affiliates and their respective officers, directors, employees, contractors, and agents from and against all third-party claims arising out of or relating to: (a) Customer's use or misuse of the Products, Software, Platform, or Services; (b) Customer's operations, supervision, or safety obligations; (c) Customer's failure to obtain required consents or authorizations; or (d) Customer's breach of this Agreement.

12.2 Limited Company IP Indemnity. Company will defend Customer against any third-party claim alleging that the Software or Platform, as provided by Company and used in accordance with this Agreement and Documentation, infringes any United States intellectual property right, and Company will pay damages finally awarded against Customer in such claim. Company will have no obligation under this Section to the extent any claim arises from (i)

modifications not made by Company, (ii) combination with products or services not provided by Company, or (iii) use in violation of this Agreement or Documentation. Company may, at its option, modify or replace the affected component or terminate Customer's rights thereto and refund prepaid fees for the unused portion.

12.3 Exclusive Remedy. This Section 12 states each party's entire liability and the exclusive remedy for indemnification claims, except as specified in a Schedule.

13. LIMITATION OF LIABILITY

13.1 Exclusion of Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST REVENUES, LOSS OR CORRUPTION OF DATA, OR BUSINESS INTERRUPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.2 Liability Cap. EXCEPT AS PROVIDED IN SECTION 13.3, COMPANY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE LESSER OF: (I) TWO (2) TIMES THE TOTAL AMOUNTS PAID TO COMPANY FOR THE PRODUCTS AND SERVICES GIVING RISE TO THE CLAIM, OR (II) ONE HUNDRED THOUSAND DOLLARS ($100,000). Where an applicable Schedule expressly provides a different limitation of liability for a specific Product or Service, such limitation shall apply solely to claims arising directly from such Product or Service. The applicable limitation shall be determined by reference to the Product or Service giving rise to the claim, and no allocation among multiple Products or Services shall be required.

13.3 Exceptions. The limitations in this Section 13 do not apply to liability resulting from Company's recklessness or willful misconduct. To the extent applicable law limits the enforceability of liability limitations for personal injury or death, this Section shall be interpreted to enforce the maximum limitation permissible.

13.4 No Insurer. Customer acknowledges that Company is not an insurer and that the fees paid under this Agreement are based solely on the value of the Products and Services provided. Customer assumes all risk of loss or damage not caused by Company's breach of this Agreement. The parties acknowledge that the limitations set forth in this Section 13 are a material basis of the bargain and apply notwithstanding any failure of essential purpose of any limited remedy.

14. SECURITY INTEREST (IF APPLICABLE TO PRODUCT SALES)

14.1 Security Interest. In the event Company sells any Products on credit, as collateral security for payment of the purchase price of Products, Customer grants Company a lien and purchase money security interest in the Products and proceeds thereof, and Customer will execute documents reasonably requested by Company to perfect such interest.

14.2 Remedies. If Customer defaults, Company may exercise remedies under applicable law, including repossession and suspension of use, subject to required notice. The Products will not be deemed fixtures.

14.3 Insurance; Risk of Loss. Customer assumes all risk of loss or damage after Products leave Company's control until paid in full.

15. TERM; TERMINATION

15.1 Master Term. This Agreement begins on the Effective Date and remains in effect until all Order Forms have expired or been terminated.

15.2 Order Form Term. Each Order Form will specify its term. Subscription services (e.g., for the Platform) may include an initial term and automatic renewal periods, unless terminated in accordance with the applicable Schedule.

15.3 Termination for Cause. Company may terminate an Order Form for material breach if the breach is not cured within ten (10) days after written notice (or such other cure period as specified in the applicable Schedule).

15.4 Insolvency. Company may terminate this Agreement and any Order Form upon Customer insolvency or bankruptcy events.

15.5 Effect of Termination. Upon termination or expiration of an Order Form: (a) Customer will pay all amounts due and owing; (b) licenses for Software and Platform access terminate for that Order Form's scope; (c) Customer will cease use of applicable Software and Platform access and destroy copies as required in the applicable Schedule; (d) each party will return or destroy the other party's confidential information upon request, subject to legal retention requirements; and (e) Company will, for a period of up to ninety (90) days, make Customer data available for export, after which Company may delete such data unless otherwise required by law. Where a Schedule specifies different data retention or deletion timelines, such Schedule will control for the applicable Products or Services.

15.6 Subscription Termination Without Cause. If specified in the applicable Order Form or Schedule, either party may terminate subscription-based Services without cause upon prior written notice, subject to any minimum term commitments and payment obligations set forth therein.

16. COMPLIANCE WITH LAWS; CODE COMPLIANCE

16.1 Compliance. Each party will comply in all material respects with applicable laws.

16.2 Code Compliance. Company does not guarantee Products or Services comply with local ordinances, codes, or regulations. Customer is solely responsible for assuring compliance.

16.3 Healthcare and Regulatory Status. Company is not a healthcare provider and does not provide medical, clinical, nursing, or life-safety services. Unless expressly agreed in writing, the Products and Services are not intended to be medical devices or to satisfy any specific regulatory requirements applicable to healthcare providers. Customer is solely responsible for determining applicable regulatory classifications, required disclosures, and compliance with healthcare, privacy, and safety laws.

17. FORCE MAJEURE

Neither party will be liable for delays or failure to perform caused by events beyond its reasonable control, including acts of God, fire, flood, war, terrorism, epidemic or pandemic, labor disputes, telecommunications failures, power outages, and carrier delays. Payment obligations are excluded from force majeure.

18. ASSIGNMENT

Customer may not assign this Agreement or any Order Form without Company's prior written consent. Company may assign to an affiliate or in connection with a merger, sale, or transfer of substantially all assets. Any prohibited assignment is null and void.

19. RELATIONSHIP OF THE PARTIES; NO THIRD-PARTY BENEFICIARIES

The parties are independent contractors. Nothing creates a partnership, joint venture, employment, agency, or fiduciary relationship. No third party has rights under this Agreement.

20. NOTICES

Notices must be in writing and delivered by personal delivery, recognized overnight courier, certified or registered mail, or email (if permitted by the applicable Schedule), to the addresses specified in the applicable Order Form. Notices are effective upon receipt as described in the applicable Schedule.

21. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL

21.1 Governing Law. Wisconsin law governs without regard to conflict of law principles.

21.2 Venue. Any action must be brought exclusively in state or federal courts located in Milwaukee County, Wisconsin, and the parties submit to such jurisdiction.

21.3 Waiver of Jury Trial. Each party waives the right to trial by jury in any proceeding arising out of or relating to this Agreement, to the extent permitted by law.

22. MISCELLANEOUS

22.1 Entire Agreement; Amendment. This Agreement is the entire agreement regarding its subject matter and supersedes prior agreements and understandings. Amendments must be in a writing signed by both parties unless an applicable Schedule permits updates by Company with notice.

22.2 Severability. If any provision is invalid or unenforceable, the remaining provisions remain in effect. If any limitation of liability, waiver, or disclaimer is held unenforceable, such provision shall be modified to the minimum extent necessary to render it enforceable while preserving the parties' original risk allocation intent.

22.3 Waiver. No waiver is effective unless in writing signed by the waiving party. No delay or partial exercise of a right waives any other right.

22.4 Survival. Provisions that by their nature should survive (including confidentiality, IP ownership, payment obligations, disclaimers, indemnities, limitations of liability, and dispute provisions) survive.

22.5 Injunctive Relief. Customer acknowledges that a breach of provisions relating to confidentiality, intellectual property, or use restrictions may cause irreparable harm to Company for which monetary damages would be inadequate. In such event, Company will be entitled to seek injunctive or equitable relief without the requirement to post bond or prove actual damages.

22.6 Attorneys' Fees. In any action to enforce payment obligations or arising from Customer's breach of this Agreement, Company will be entitled to recover its reasonable attorneys' fees and costs, except to the extent otherwise specified in an applicable Schedule.

23. SIGNATURES

This Agreement may be executed in counterparts and by electronic signature.

SIGNATURE PAGE

COMPANY:

PALATIUMCARE, INC. d/b/a PalCare

By: _____

Name: _____

Title: _____

Date: _____

CUSTOMER:

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULE 1
PRODUCTS (EQUIPMENT) TERMS

This Products (Equipment) Terms Schedule (this "Schedule") is incorporated into and forms part of the Master Product and Services Agreement (the "Agreement") by and between Company and Customer. Capitalized terms not defined in this Schedule have the meanings set forth in the Agreement.

1. SCOPE

This Schedule 1 applies to Products purchased under an Order Form; provided, the purchase of Pendants is subject to separate terms and conditions set forth in Schedule 3.

2. INSTALLATION

Unless the applicable Order Form states Company will install, Customer is responsible for installation. Company may provide installation services only if specifically described in the Order Form and may use subcontractors. If installation is performed by Customer or a third party (other than Company or its subcontractors), Customer assumes all risk arising from improper installation, configuration, or integration, and such actions may void warranty coverage.

3. LIMITED WARRANTY

3.1 Limited Warranty. Company warrants that Products will be free from defects in materials and workmanship for a period of ninety (90) days following delivery ("Warranty Period"), provided that such defect existed at the time of shipment. Customer must notify Company in writing of any claimed defect within the Warranty Period, including reasonably detailed supporting information. Company's sole obligation, and Customer's exclusive remedy, shall be, at Company's option: (i) repair; (ii) replacement; or (iii) refund of the depreciated purchase price, as determined by Company. Repaired or replaced Products are warranted only for the remainder of the original Warranty Period. Acceptance of Products under the Agreement does not extend or restart the Warranty Period.

3.2 Exclusions; Extended Warranty. This warranty excludes defects or failures resulting from: (i) misuse, abuse, or neglect; (ii) installation not performed or approved by Company; (iii) operation outside Documentation; (iv) modification or repair not authorized by Company; (v) integration with third-party products not approved in writing by Company; (vi) environmental conditions outside specified tolerances; (vii) power surges, network failures, or external connectivity issues; or (viii) normal wear and tear. To the extent Customer has purchased an extended warranty from Company, including the PalCare Service+ Plan, the terms and conditions of such extended warranty shall apply.

3.3 Disclaimer. THE FOREGOING WARRANTY IS EXCLUSIVE OF ALL OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3.4 Intended Use. Products are operational support tools only and are not medical devices, life-safety systems, or substitutes for human supervision, care, or emergency response. Customer shall not rely on the Products as a sole or primary safety mechanism.

3.5 Return Procedures. All returns must be pre-authorized by Company in writing. Customer shall comply with Company's return material authorization (RMA) procedures. Unauthorized returns may be rejected. Customer is responsible for shipping costs unless otherwise agreed.

4. CONNECTIVITY AND DATA

Product functionality may depend on network connectivity, power, and third-party systems. Company does not guarantee continuous operation, data accuracy, or uninterrupted performance.

5. CODE COMPLIANCE; INTERFACING

Customer is solely responsible for ensuring third-party equipment and services interface with Products and for compliance with local ordinances, codes, and regulations. Company does not warrant interoperability with third-party systems unless expressly agreed in writing. Customer assumes all risks associated with third-party integrations and network dependencies.

6. SECURITY INTEREST (IF APPLICABLE)

If Products are sold on credit or other terms requiring collateral, Section 14 of the Agreement applies.

7. PRODUCT LIFECYCLE

Company may discontinue Products or components upon reasonable notice. Company may substitute functionally equivalent components. Company does not guarantee availability of replacement parts beyond the Warranty Period unless otherwise expressly agreed. Where commercially practicable, Company will provide reasonable advance notice of discontinuation and may offer functionally equivalent replacements; however, Company shall have no obligation to maintain legacy systems beyond such period.

8. COMMERCIAL TERMS

The parties agree that the remedies set forth in this Schedule are exclusive and in lieu of all other remedies. To the maximum extent permitted by law, implied warranties are disclaimed and consequential, incidental, and special damages are excluded as set forth in Section 13 of the Agreement. Customer waives any right to revoke acceptance except as expressly provided in this Schedule.

SCHEDULE 2

SOFTWARE LICENSE AND SUBSCRIPTION TERMS

This Software License and Platform Subscription Terms Schedule (this "Schedule") is incorporated into and forms part of the Master Product and Services Agreement (the "Agreement") by and between Company and Customer. Capitalized terms not defined in this Schedule have the meanings set forth in the Agreement.

1. SCOPE OF SOFTWARE AND PLATFORM SERVICES

1.1 Services Overview. Company shall provide Customer with access to the Platform, the licensed Software, Documentation, and related Platform Services and Services, in each case as described in the applicable Order Form. For the avoidance of doubt, Customer's access and use of the Platform is subject to Customer's payment of applicable subscription fees, which will be due and payable in accordance with the applicable Order Form. For clarity, Customer's access to the Platform constitutes "Platform Services" as defined in the Agreement and is distinct from "Services" unless expressly stated otherwise in an applicable Order Form.

1.2 Components. The Services may include (in each case to the extent specified in the applicable Order Form): (a) access to web-based and mobile applications; (b) reporting, messaging, and alert functionality; and (c) technical support.

2. LICENSE GRANT AND ACCESS RIGHTS

2.1 License Grant. Subject to Customer's compliance with the Agreement and this Schedule, Company grants Customer a non-exclusive, non-transferable, non-sublicensable license during the applicable term to: (a) download, copy (subject to the provisions below), install, and use the Software; and (b) access and use the Platform, in each case solely for Customer's internal business purposes and solely through Authorized Users. Customer has the right to make one copy of the Software solely for archival purposes and a reasonable number of copies solely for backup purposes, provided that Customer shall not install or use any such copy while the primary installation remains operable. All copies of the Software made by Customer: (i) will be the exclusive property of Company; (ii) will be subject to the terms and conditions of this Agreement; and (iii) must include all trademark, copyright, patent, and other intellectual property rights notices contained in the original. The Software may include third-party components subject to additional license terms ("Third-Party Licenses"). Customer is bound by and shall comply with all Third-Party Licenses. Any breach by Customer or any Authorized User of any Third-Party License is also a breach of this Agreement. All use of the Software and Platform Services is subject to Customer's responsibilities set forth in Section 6.2 of the Agreement.

2.2 Permitted Use. Customer may: (a) install and use the Software on systems owned or controlled by Customer in accordance with the Documentation; and (b) make a reasonable number of backup and archival copies of the Software, provided all proprietary notices are retained.

2.3 Reservation of Rights. Except for the limited rights expressly granted in this Schedule, Company reserves all rights in and to the Software, Platform, and Documentation. Customer does not acquire any ownership interest in the Software or Documentation. Company and its licensors retain their entire right, title, and interest in and to the Software and all related intellectual property rights. Customer shall safeguard all Software from infringement, misappropriation, theft, misuse, or unauthorized access and shall promptly notify Company of any known infringement. Company shall own and retain all rights, title, and interest in and to (a) the Platform and Software, all improvements, enhancements, or modifications thereto, (b) any software, applications, inventions, or other technology developed in connection with the Services or support, and (c) all intellectual property rights related to any of the foregoing.

3. PLATFORM ACCESS AND SERVICE CHARACTERISTICS

3.1 Access and Support. During the applicable term, Company shall provide access to the Platform and any technical support solely as specified in the applicable Order Form or applicable Documentation. No service levels, uptime commitments, or response times apply unless expressly set forth in an applicable Order Form. The parties acknowledge that the Platform Services are not fail-safe and are subject to the limitations set forth in the Agreement.

3.2 Historical Data Availability. Customer acknowledges that historical reporting data may be limited to a period not exceeding one (1) year.

3.3 Communications Features. Communications features are subject to the limitations set forth in Section 8.3 of the Agreement. To the extent the Platform includes text messaging, email, or notification functionality: (a) message delivery is not guaranteed and may be affected by third-party carriers, networks, or technical limitations; (b) message frequency and content may vary and may be modified by Company; (c) Customer is responsible for maintaining accurate contact information and compatible devices; and (d) Customer or its users may incur carrier charges or usage-based fees.

3.4 No Reliance on Communications. Customer acknowledges that communications features are not fail-safe and are not a substitute for Customer's operational, supervisory, or safety procedures.

4. USE RESTRICTIONS AND CUSTOMER RESPONSIBILITIES

4.1 Restrictions. Customer shall not, and shall not permit any third party to: (a) reverse engineer, decompile, disassemble, or otherwise attempt to derive source code; (b) modify or create derivative works of the Software or Platform; (c) provide access to or use of the Software or Platform to any third party except as expressly permitted; (d) use the Software or Platform to develop competing products or services; or (e) use the Software or Platform in violation of applicable law.

4.2 Responsibility for Use. Customer is responsible and liable for all use of the Software and Platform through access provided by Customer, whether such use is authorized or unauthorized.

4.3 Customer Obligations. Customer's obligations with respect to the Software and Platform Services are governed by Section 6.2 of the Agreement, which applies in full. Any obligations described in this Schedule are supplemental and shall not limit Customer's responsibilities under the Agreement.

5. DATA AND USAGE INFORMATION

5.1 Data rights, ownership, and usage with respect to the Software and Platform Services are governed exclusively by Section 10 of the Agreement. Company's rights to Usage Data apply to all data generated through Customer's use of the Software and Platform Services.

6. UPDATES; MAINTENANCE AND SUPPORT

6.1 Updates. Company may provide updates, patches, bug fixes, and improvements ("Updates") to the Software and the Platform in its discretion.

6.2 No Obligation to Update. Company has no obligation to develop or provide any Updates or new releases. All Updates constitute part of the Software or Platform Services, as applicable, and are subject in all respects to the Agreement, including Section 13 (Limitation of Liability).

6.3 Treatment of Updates. All Updates will be deemed part of the Software or Platform (as applicable) and subject to the terms of the Agreement and this Schedule.

7. SUBSCRIPTION FEES; TERM AND TERMINATION

7.1 Fees. Customer shall pay the recurring license fees for the Platform and any other fees set forth in, and in accordance with, the applicable Order Form and invoicing terms.

7.2 Term and Renewal. Access to the Platform may include: (a) an initial term; and (b) automatic renewal periods, as specified in the applicable Order Form. If no such term is specified, the term shall commence on the date Company receives payment of the fees specified on the Order Form and will continue for a period of twelve (12) months (the "Initial Term"), thereafter renewing automatically for successive twelve (12) month periods ("Renewal Term"), unless terminated in writing by either party no later than thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. The Initial Term and any Renewal Term shall together be referred to as the "Term." Any termination rights granted under this Schedule remain subject to the payment and suspension provisions set forth in Section 4 of the Agreement. In the event Customer terminates this Agreement, Customer shall have no right to a refund on any fees previously paid during the Term, except for pre-payments not yet applied against a Renewal Term, and Customer shall be obligated to immediately pay any fees due but unpaid under an open invoice. Upon the effective date

of termination, all rights afforded to Customer hereunder shall immediately cease as it relates to the Platform. Company may terminate Customer's access to the Platform upon five (5) days' notice in the event Customer fails to pay any subscription fee when due. Customer expressly acknowledges that suspension or deactivation of access to the Platform as a result of non-payment is a known and foreseeable consequence of delinquency, has been specifically bargained for under the Agreement, and is reasonable in light of the nature of the services and Company's ongoing costs and obligations.

7.3 Effect of Termination. Upon expiration or termination: (a) Customer's rights to access and use the Platform shall immediately terminate; and (b) Customer shall cease all use of the Platform and comply with applicable wind-down obligations. Customer may maintain access to downloaded Software after termination; provided, however, Company shall have no obligation to support Customer's use of the Software after termination and Customer's obligations hereunder shall remain in full force and effect.

8. LIMITED SERVICE WARRANTY; DISCLAIMER

8.1 Limited Warranty. Company shall use commercially reasonable efforts consistent with prevailing industry standards to: (a) maintain the Platform; and (b) perform the Services in a professional and workmanlike manner.

8.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 8, THE SOFTWARE, PLATFORM, AND DOCUMENTATION ARE PROVIDED TO CUSTOMER "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. THE COMPANY PROVIDES NO WARRANTY OR UNDERTAKING THAT THE LICENSED SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE WITH ANY OTHER SOFTWARE, SYSTEMS, OR SERVICES, OR OPERATE WITHOUT INTERRUPTION OR ERROR. The disclaimers set forth herein are in addition to, and not in limitation of, the allocation of risk and limitations set forth in the Agreement.

9. ALLOCATION OF RISK

9.1 No Guaranteed Outcomes. Customer acknowledges that the Software, Platform, and Services: (a) are not fail-safe; and (b) are not intended to prevent all incidents, losses, or damages.

9.2 Customer Responsibility. Customer retains sole responsibility for its operations, supervision, safety procedures, and response activities. The limitations and allocation of risk applicable to the Software and Platform Services are governed primarily by the Agreement, including Section 13, and shall not be interpreted to expand Company's obligations beyond those expressly stated therein.