

# ORDER FORM

**Parties:** Duett, Inc. (“**Duett**”)  
\_\_\_\_\_ (“**Licensee**”)

**Effective Date:** \_\_\_\_\_ (“**Effective Date**”)

**Term of Agreement:** One (1) year initial term

**Platform and/or Service:** Access to the Duett software platform for building relationships with care management organizations and coordinating new client opportunities.

**Annual Subscription Fee:** An annual subscription fee of \$600.00 (Six hundred dollars).

This Order Form, together with the Master Terms and Conditions attached hereto, shall become a legally binding contract upon the earlier of (a) the Effective Date or (b) the date Licensee initially began using the Platform. Any capitalized word not otherwise defined in this Order Form shall have the same meaning as set forth in the Master Terms and Conditions.

Duett may reject this Order Form if: (1) the signatory below does not have the authority to bind Licensee to this Order Form, (2) changes have been made to this Order Form (other than the signature block), or (3) the requested purchase order information or signature is incomplete or does not match Duett’s records or the rest of this Order Form. Subscriptions are non-cancelable before their end of the Term.

IN WITNESS WHEREOF, the parties have caused this Order Form to be executed by their duly authorized representatives.

“**DUETT**”

“**LICENSEE**”

DUETT, INC.

\_\_\_\_\_

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

## MASTER TERMS AND CONDITIONS

This MASTER TERMS AND CONDITIONS agreement (this “**Agreement**”) is executed to be effective as of the Effective Date in the Order Form, by and between DUETT, INC., an Indiana corporation (“**Duett**”), and Licensee (as such term is defined below) (Duett and Licensee are sometimes hereinafter be referred to individually as a “**party**” or collectively as the “**parties**”).

The parties hereby agree as follows:

1. Grant of License. Duett hereby grants to Licensee, and Licensee hereby accepts, a limited, nonexclusive, non-transferable, revocable license to remotely access and use, in accordance with the terms and conditions of this Agreement and any applicable policies and guidelines, which are incorporated here by this reference, during the Term (defined below) (the “**License**”), proprietary software applications and any third-party or other software applications incorporated therein, and all new versions, updates, revisions, improvements and modifications of the foregoing, and any and all user guides, operating manuals, forms, and specifications, whether in print or machine readable media, and all materials and documentation as may be supplied by Duett or made generally available through the use of or otherwise in connection with such software applications, from time to time in Duett’s sole discretion (the “**Platform**”), and remote access to and use of as part of any service rendered by Duett specifically to Licensee, including, but not limited to: (a) hosting and making available the Platform; and/or (b) provision of customer and/or technical support for the Platform (the “**Service**”) pursuant to a purchase made by Licensee hereunder in a schedule, statement of work, addendum, or amendment signed by both parties (each, an “**Order**”). “**Licensee**” shall mean the person or legal entity identified on the Order Form of this Agreement and such person or entity’s employees, consultants, contractors, and agents (i) who are authorized by such person or entity to access and use the Service under the rights granted to such person or entity pursuant to this Agreement and (ii) for whom access to the Service has been purchased hereunder.

2. Licensee Responsibility. Licensee is responsible for all activities that occur in Licensee’s account(s). Licensee shall: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all electronic data or information submitted by Licensee to the Platform or otherwise provided by Licensee to Duett (“**Licensee Data**”); (b) prevent unauthorized access to, or use of, the Platform and Service, and notify Duett in writing immediately upon becoming aware of any such unauthorized access or use; (c) comply with all applicable laws and regulations in using the Platform and Service; and (d) procure for Duett at Licensee’s sole expense all rights and consents necessary for Duett to access and use all Licensee Data (consistent with the terms of Section 8 hereinbelow) and all access and use rights necessary to interface with Licensee’s software, hardware, and other systems. Licensee is solely responsible for ensuring: (i) that only appropriate personnel authorized by Licensee to use the Platform and Service solely for the internal use of Licensee, subject to the terms and conditions of this Agreement

(“**Authorized Users**”), have access to the Platform and Service, and (ii) confidentiality and proper usage of passwords and access procedures with respect to logging into the Platform and Service. Licensee is solely responsible for all acts and omissions of the Authorized Users, and for ensuring that the Authorized Users comply with this Agreement.

3. Use Restrictions. Licensee shall use the Platform and Service solely for its internal business purposes as contemplated by this Agreement and shall not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Platform available to any third party except as contemplated by this Agreement; (b) send via, or store within, the Platform infringing, obscene, threatening, defamatory, fraudulent, abusive, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (c) send via the Platform any unsolicited commercial or non-commercial communication; (d) send via, upload to, or store within the Platform any malicious software code; (e) employ any scripting, automation, surface integration, screen scraping, or other similar program to automate the use of, or interaction with the Platform without Duett’s prior written consent (the Platform is intended only for interaction with human users); or (f) attempt to gain unauthorized access to the Platform or its related systems or networks. In addition, Licensee shall not directly or indirectly: (i) remove any notice of proprietary rights from the Platform; (ii) decompile, reverse engineer, or attempt to derive the source code or underlying ideas or algorithms of any part of the Platform; (iii) copy, modify, translate or otherwise create derivative works of any part of the Platform or Service; (iv) use any of Duett’s Confidential Information (defined below) to create any service, software, documentation or data that is similar or competitive to any aspect of the Platform or Service, (vi) interfere or attempt to interfere with the proper working of the Platform or Service or any activities conducted on the Platform, or modify another website so as to falsely imply that it is associated with the Platform or Service; or (vii) permit any third party to engage in any of the foregoing proscribed acts set forth in this Section 3.

4. Ownership. The License granted pursuant to this Agreement does not constitute an assignment of the Platform, the Service, or of any trademarks, service marks, patents, copyrights, trade secrets, whether or not specifically recognized or perfected under applicable local law, know-how, work, ideas, inventions, discoveries, processes and improvements, computer processes, specifications, operating instructions, reports, documents, materials, techniques, ideas, concepts, algorithms, software, computer code, routines or subroutines, specifications, plans, drawings, designs, pictures, images, text, audiovisual works, inventions, data, notes and other documentation, and other items of any kind (whether or not patentable) that are associated with the Platform or the Service (collectively, the “**Intellectual Property**”). For the avoidance of doubt, “**Intellectual Property**” shall not include Licensee Data. All proprietary and other rights associated with the Intellectual Property are and will remain the sole and exclusive property of Duett, whether or not specifically recognized or perfected under applicable law, and Duett retains

the right to re-license the Intellectual Property to other parties.

Duett shall own all rights, title and interest, including all intellectual property rights, in and to any updates, refinements, improvements or additions to, and revisions, modifications, and enhancements of, the Intellectual Property developed by Duett, even when resulting from Licensee's request. To the extent, if any, that ownership in such updates, refinements, improvements or additions to, and revisions, modifications, and enhancements of, the Intellectual Property does not automatically vest in Duett by virtue of this Agreement or otherwise, Licensee hereby transfers and assigns to Duett all rights, title and interest which Licensee may have in and to such updates, refinements, improvements or additions to, and revisions, modifications, and enhancements of, the Intellectual Property and any other work performed by Duett hereunder. Licensee shall cooperate with Duett or its designees and execute documents of assignment, declarations, and other documents which may be prepared by Duett, and take other necessary actions as reasonably directed by Duett, to effect the foregoing or to perfect or enforce any proprietary rights resulting from or related to this Agreement. Such cooperation and execution shall be performed without additional compensation to Licensee.

Duett will own all rights in all derivative works of the Intellectual Property and any copy, translation, modification, adaptation or derivative work of the Intellectual Property. Licensee will not take any action that jeopardizes Duett's proprietary rights in the Intellectual Property or might derogate from Duett's rights in, ownership of, or the goodwill associated with, the Intellectual Property. Licensee agrees that the Intellectual Property is the exclusive property of Duett and that Licensee will, during the Term and thereafter, execute all papers and do all things deemed necessary by Duett to insure that Duett maintains full title to the Intellectual Property. Licensee will not use the Platform or Service other than in connection with establishing, operating, or managing patient access to home health care services. Licensee shall not use the Platform or Service to process any payments other than as expressly permitted in this Agreement.

As between Duett and Licensee, Licensee exclusively owns all rights, title and interest in and to all Licensee Data. Licensee hereby grants Duett a worldwide, non-exclusive, royalty-free, fully paid-up license to access, use, disclose, reproduce, perform, display, modify, aggregate, and distribute the Licensee Data (subject to Section 8 hereinbelow) in connection with performing its obligations under this Agreement. Duett may use the trademarks and trade names of Licensee in connection with performing its obligations under this Agreement. Notwithstanding the foregoing, as permitted by and subject to the terms and conditions of Section 8 if and as applicable, and applicable law, any Licensee Data that is de-identified by Duett shall not be considered Licensee Data hereunder, and Duett shall own all rights, title, and interest in and to such de-identified data, and may access, use, disclose, reproduce, perform, display, modify, aggregate, and distribute such de-identified data in its sole discretion without further consent from or compensation to Licensee; provided that any

such de-identification and subsequent use and/or disclosure by Duett is otherwise consistent with this Agreement and, if applicable, any business associate agreement between Duett and Licensee.

5. Support. The Service includes Duett's standard customer and technical support services then in effect, which may be modified or discontinued by Duett in its sole discretion from time to time, and which may be different as among Duett's customers. Licensee may purchase enhanced support services separately from Duett at its then current rates by submitting an applicable Order for such services. Licensee agrees to promptly provide Duett with sufficient documentation, data and assistance with respect to any reported errors, and to reasonably cooperate with Duett, in order for Duett to comply with its support obligations hereunder. In no event shall Duett be responsible or liable for any errors, bugs or defects contained in or originating from hardware or software not provided by Duett. Should unexpected or inappropriate use of the Platform result in denial of service (DoS) with respect to the Platform, Duett may disable the implicated content and/or deny access to Licensee's account only if and for so long as necessary to restore service.

6. Fees. Licensee agrees to pay to Duett the fees set forth in the Order Form and any other applicable Order, each of which is incorporated herein by reference and made a part hereof. The fees shall be payable by Licensee as follows: Licensee shall provide to Duett the billing information for a credit card that shall remain on file with Duett and to which Duett shall be authorized to charge the license fee when due hereunder, and Licensee shall be responsible for updating its billing address and credit card information with Duett from time to time no later than ten (10) days after any changes to such information. Licensee shall be permitted to substitute an approved credit card upon ten (10) days' advance written notice to Duett. In the event Duett attempts to charge fees to the credit card on file, and such payment method fails, a missed payment fee in the amount of Thirty and no/100 Dollars (\$30.00) may be owed by Licensee for each such instance. If fees (including the missed payment fee) remain unpaid on or before the date fees are due for the following calendar month, then Duett shall have the option in its sole discretion to suspend Licensee's access to the Platform and/or the Service and deactivate Licensee's user account (which deactivation will cause Licensee's patients not to be charged in connection with Licensee's membership plan). After such suspension and deactivation, Licensee may request reactivation of its user account by paying to Duett a reactivation fee of Two Hundred Fifty and no/100 Dollars (\$250.00) in addition to the delinquent license fee and missed payment fee.

Duett may, at any time and from time to time, in its sole discretion increase the fees listed on the Order Form or applicable Order, the missed payment fee and/or the reactivation fee payable hereunder; provided, however, that Duett shall provide written notice of any such increase no later than thirty (30) days prior to the date that such fee(s) will take effect.

7. Changes in Service; Suspension or Termination of Service. Duett reserves the right, in its sole discretion, to make any changes to the Platform or Service and related Duett materials that it deems necessary or useful to: (a) maintain or enhance (i) the quality or delivery of the Platform or Service to its customers, (ii) the competitive strength of or market for the Platform or Service and any other Duett service or (iii) the Platform's or Service's cost efficiency or performance; or (b) to comply with applicable law. Notwithstanding anything herein to the contrary, Duett may, directly or indirectly, and by use of any lawful means, suspend, terminate or otherwise deny Licensee's or any other person's access to or use of all or any part of the Platform or Service, without incurring any resulting obligation or liability, if: (c) Duett receives a judicial or other governmental demand or order, subpoena or law enforcement request that expressly or by reasonable implication requires Duett to do so; or (d) Duett believes, in its good faith and reasonable discretion, that: (i) Licensee has failed to comply with this Agreement, or accessed or used the Platform or Service beyond the scope of the rights granted or for a purpose not authorized under this Agreement or in any manner that does not comply with any material instruction provided by Duett; (ii) Licensee is, has been, or is likely to be involved in any fraudulent, misleading or unlawful activities relating to or in connection with any of the Platform or Service; or (iii) Licensee's access to the Platform or Service pursuant to this Agreement expires or is terminated. This Section 7 does not limit any of Duett's other rights or remedies, whether at law, in equity or under this Agreement.

8. HIPAA; Data; and Security. Each party shall, to the extent applicable, comply with the Health Insurance Portability and Accountability Act of 1996, as amended, (HIPAA), the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH), and the applicable Rules and Regulations promulgated under HIPAA and HITECH (collectively, "**HIPAA**") to the extent that those acts and regulations apply to the Platform and Service under this Agreement. If Licensee is a "covered entity" (as defined under HIPAA) or a "business associate" (as defined under HIPAA), Licensee agrees to execute a business associate agreement with Duett, in the form attached hereto and incorporated herein by this reference ("**BAA**"), that will define the duties and obligations of each party regarding the use and disclosure of "protected health information" (as defined under HIPAA) ("**PHI**") by either party in carrying out the terms of this Agreement, the use and operation of the Platform, the use of and access to the Service, and the use of and access to the Licensee Data, prior to inputting, uploading, or otherwise using the Platform and/or Service to process PHI. Any use and/or disclosure of PHI shall be done in accordance with such BAA and the requirements of this Section 8. If Licensee is not a covered entity or a business associate, then Licensee represents and warrants that Licensee: (a) is not bound by, or aware of, any legal or contractual restrictions which would prohibit or limit its ability to receive PHI through the Platform; (b) has full authority from any covered entity or business associate, as the case may be, and has provided appropriate disclosures to, and

received appropriate consents from, or through, all covered entities and/or business associates regarding the receipt of PHI; (c) has received prior authorization from each covered entity or business associate, as applicable, to receive PHI on behalf of its (or a covered entity's) patients and, to the extent applicable, authorized users; and (d) as applicable, has executed a valid business associate agreement with each covered entity or business associate and/or is otherwise in compliance with all applicable laws and regulations. Licensee shall provide to Duett proof of compliance with the foregoing upon request. Duett may disable, suspend or terminate the Service pursuant to Section 7 if: (1) Licensee does not, as applicable, execute or deliver to Duett any BAA as required by this Section 8 or, if Licensee is not a covered entity or business associate, deliver to Duett such proof of other compliance with the foregoing representation and warranty as reasonably requested by Duett; (2) such BAA, prior authorization, or other business associate agreement is terminated or revoked for any reason; and/or (3) Licensee or any of its Authorized Users otherwise breaches this Section 8. Licensee's access to the Platform and Service will be through user passwords and identifications. Licensee has and will retain sole responsibility for: (i) all Licensee Data, including its content and use; (ii) all information, instructions and materials provided by or on behalf of Licensee in connection with the Service; (iii) Licensee owned or controlled information technology infrastructure and related systems; (iv) the security and use of Licensee's access credentials; and (v) all access to and use of the Platform, Service, and related Duett materials directly or indirectly by or through the Licensee's access credentials, with or without Licensee's knowledge or consent, including all results obtained from, and all conclusions, decisions and actions based on, such access or use. Licensee is solely responsible for maintaining the security of, and for all activities occurring under, user identifications and passwords of each Authorized User, and for verifying any and all information or data transmitted, stored or received by Licensee in using the Platform and/or Service. Licensee will not, and will cause each Authorized User to not, lend, give or disclose any user identifications or passwords to any unauthorized person, or permit any unauthorized person to use the Platform or the Service through the use of such user identifications, passwords or security features. Licensee will not, and will cause each Authorized User to refrain from attempting to, perform any hacking, denial of service, or other malicious computer attack on Duett's systems. Licensee will notify Duett within twenty-four (24) hours of Licensee becoming aware of (I) any attack on or unauthorized use of the Platform or (II) any compromise of security with respect to a user identification or password of Licensee or any Authorized User. Furthermore, Licensee shall disable the login credentials of each Authorized User that leaves Licensee's employ or ceases to be an Authorized User within five (5) days of such event. If Licensee is unable to disable the login credentials, for whatever reason, then Licensee must notify Duett of its inability to disable such individual's login credentials within forty-eight (48) hours of Licensee becoming aware of such inability. Licensee shall employ all

physical, administrative and technical controls, screening and security procedures and other safeguards necessary to: (x) securely administer the distribution and use of all access credentials and protect against any unauthorized access to or use of the Platform and Service; and (y) control the content and use of Licensee Data, including the uploading or other provision of Licensee Data for processing by the Platform or Service.

9. Term; Termination. The initial term of this Agreement shall be a period commencing on the Effective Date and ending one (1) year after such effective date, unless sooner terminated as provided in this Section 9. Upon the expiration of such initial term or of any renewal term thereof, this Agreement shall be automatically renewed for successive one (1)-year renewal terms, unless sooner terminated as provided in this Section 9. The initial term and any renewal term(s) are hereinafter referred to collectively as the “**Term**”. This Agreement may be terminated (a) immediately by Duett if Licensee fails to timely pay any amounts owed to Duett, (b) by either party for cause if the other party materially breaches this Agreement, and, where reasonably capable of remedy, such breach has not been materially cured within thirty (30) days of the breaching party’s receipt of written notice describing the breach in reasonable detail. In the event Duett terminates this Agreement pursuant to Section 7(a) or 7(b), all fees that would have become payable had this Agreement remained in effect until expiration of the Term will become immediately due and payable, and Licensee shall pay such fees, together with all previously-accrued but not yet paid fees and reimbursable expenses on receipt of Duett’s invoice therefor. Immediately following termination of this Agreement, Licensee (including without limitation any and all of its Authorized Users) shall cease using all Platform and Service and Licensee shall have thirty (30) calendar days to access its account and download/export Licensee Data. Upon expiration of such thirty (30) calendar day period, Duett shall convert Licensee’s account to an inactive status. Duett may, but shall not be obligated to, delete all Licensee Data after Licensee’s account converts to inactive status.

10. Licensee’s Indemnification Obligations. Licensee shall defend, indemnify and hold harmless Duett and its affiliates, officers, directors, employees, and agents (collectively, the “**Duett Indemnified Parties**”) against any and all losses, costs, obligations, liabilities, penalties, damages, expenses, reasonable attorney’s fees, and other charges, (collectively, a “**Duett Loss**”) that such Duett Indemnified Parties incur, to the extent that such Duett Loss arises out of or relates to (a) Licensee’s and its Authorized User’s use of the Platform or Service, (b) any breach by Licensee of any provision of this Agreement, or (c) the operation of Licensee’s business.

11. Duett’s Indemnification Obligations. Duett shall defend, indemnify and hold harmless Licensee and its officers, directors and employees (collectively, the “**Licensee Indemnified Parties**”) against any and all losses, costs, obligations, liabilities, penalties, damages, expenses, reasonable attorney’s fees, and other charges, (collectively, a

“**Licensee Loss**”) that such Licensee Indemnified Parties incur, to the extent that such Licensee Loss arises out of or relates to (a) any material breach by Duett of any provision of this Agreement, or (b) any claim that the Platform violates, infringes or misappropriates any patent, copyright or trademark of any third party.

12. Disclaimer of Warranties. THE PLATFORM AND SERVICE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT IMPLIED LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, DUETT MAKES NO WARRANTY THAT (A) THE PLATFORM WILL MEET LICENSEE’S REQUIREMENTS, INCLUDING THE REQUIREMENTS APPLICABLE TO DIRECT PRIMARY CARE AGREEMENTS / MEMBERSHIP PLANS, (B) THE PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PLATFORM WILL BE EFFECTIVE, ACCURATE OR RELIABLE, OR (D) THAT THE QUALITY OF THE PLATFORM WILL MEET LICENSEE’S EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS OR DEFECTS.

13. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECULATIVE, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THOSE RESULTING FROM PERSONAL INJURY OR LOSS OF GOODWILL, USE, DATA OR INFORMATION OF ANY KIND, REVENUE, PROFITS OR ECONOMIC ADVANTAGE, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES, IN CONNECTION WITH PERFORMANCE UNDER THIS AGREEMENT. THE PLATFORM AND SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND DUETT IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS. THE LIABILITY OF EITHER PARTY HEREUNDER, IF ANY, ON ANY CLAIM FOR DAMAGES ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES AND SHALL NOT EXCEED THE AMOUNT WHICH HAS BEEN PAID TO DUETT BY LICENSEE IN THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE APPLICABLE CLAIM; PROVIDED, HOWEVER, THAT THIS SECTION 13 SHALL NO APPLY TO EITHER PARTY’S INDEMNIFICATION OBLIGATIONS HEREIN. NO ACTION ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, MAY BE

BROUGHT BY LICENSEE MORE THAN SIX (6) MONTHS AFTER THE TERMINATION OF THE TERM.

14. Confidentiality. “**Confidential Information**” shall mean any and all information furnished or disclosed in connection with this Agreement by a party (the “**Disclosing Party**”) to the other party (the “**Receiving Party**”) which under all of the circumstances should reasonably be considered confidential, and shall include, without limitation, any property, product, technical and/or business documentation, customer information, customer lists, computer programs, trade secrets, know-how, ideas, specifications, patent applications, methodologies, formulae, designs, processes, technology, techniques, drawings, inventions, diagrams, and all other relevant information pertaining to the Disclosing Party’s business. Duett’s Confidential Information shall include the access credentials granted by Duett to Licensee. Confidential Information shall not include information that the Receiving Party can show was in the public domain or literature; or information that the Receiving Party can show was already in its possession, without obligation of confidentiality, at the time of disclosure by the Disclosing Party; information which, subsequent to its disclosure hereunder becomes part of the public domain through no act or omission of the Receiving Party; information that is disclosed to the Receiving Party without obligation of confidentiality by a third party having the legal right to do so; or information that is independently developed by the Receiving Party without reference to the Confidential Information of the Disclosing Party. Confidential Information is and shall remain the sole property of the Disclosing Party. The Receiving Party shall gain no interest or rights in or to Confidential Information or to its enhancements, developments or refinements.

Any Confidential Information received from a Disclosing Party shall be kept confidential by the Receiving Party and shall not, without the prior written consent of the Disclosing Party, be disclosed by the Receiving Party in any manner or be used by the Receiving Party other than for purposes related to the performance of this Agreement. The parties further agree to take all reasonable efforts to safeguard the Confidential Information from disclosure to anyone other than the Receiving Party. Upon the request of the Disclosing Party at any time to the Receiving Party or upon termination of this Agreement, the Receiving Party shall return all Confidential Information to the Disclosing Party or, if requested by the Disclosing Party, destroy such Confidential Information with notice to the Disclosing Party acknowledging such destruction. Notwithstanding the return or destruction of the Confidential Information, the Receiving Party shall continue to be bound by the obligations of confidentiality and other obligations hereunder. In the event of any breach of these confidentiality terms by a Receiving Party, the parties acknowledge that money damages may not be a sufficient remedy for damages suffered by the Disclosing Party, and the Disclosing Party shall be entitled to equitable relief, including injunctions or orders for specific performance, without the necessity of posting any bond, in an action instituted in any court having subject matter jurisdiction, in addition to all other remedies available to the Disclosing Party with respect thereto at law or in equity. A

party’s pursuit or obtaining of equitable relief in the event of a breach of this Agreement shall not preclude that party from recovering damages from the breaching party.

15. Non-Solicitation of Duett Employees. During the Term and for one (1) year thereafter, Licensee shall not, directly or indirectly, employ or offer employment to (or utilize as an independent contractor) any of Duett’s current or former employees or consultants who performed services under this Agreement without the prior written approval of Duett.

16. Assignment. Licensee may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of Duett. Notwithstanding the foregoing, Licensee may assign this Agreement in its entirety, without consent of Duett, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a competitor of Duett. Any attempt by Licensee to assign its rights or obligations under this Agreement in breach of this Section 16 shall be void and of no effect. Duett may freely assign this Agreement and its rights and obligations hereunder, or may delegate or subcontract to third parties any of its duties and obligations hereunder, without the need for the consent of Licensee. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

17. Prevailing Party Fees. If any legal action, including, without limitation, an action for injunctive relief, is brought relating to this Agreement, the prevailing party in any final judgment shall be entitled to the full amount of all reasonable expenses, including all court costs, arbitration costs/fees and reasonable attorney’s fees paid or incurred.

18. Notices. Any notice either party desires to give the other party hereunder shall be in writing and shall be delivered to the parties at their addresses set forth below unless such addresses are changed by written notice. Notices shall be effective upon delivery (a) in person, (b) by certified mail, postage prepaid, return receipt requested, by the receiving party, (c) by a recognized commercial overnight courier that guarantees next day delivery and provides a receipt, or (d) upon confirmed successful transmission if sent by facsimile or electronic mail to the recipient’s then current facsimile number, or electronic mail address, as applicable.

19. Force Majeure. Neither party shall be responsible or have any liability for any delay or failure to perform to the extent due to acts of God, earthquake, fire, flood, embargoes, labor disputes and strikes, riots, war, acts of terrorism, pandemics, and acts of civil and military authorities; provided that such party gives the other party prompt written notice of the failure to perform and the reason therefore and uses its reasonable efforts to limit the resulting delay in its performance.

20. Surviving Terms. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any

expiration or termination of this Agreement: Sections 11, 13, 14, 15, and 17.

21. Amendment. Except as otherwise expressly permitted herein, this Agreement may not be modified except by written agreement signed by duly authorized representatives of both parties; provided, however, that Duett may modify the policies referenced herein in accordance with their respective terms.

22. General. This Agreement, together with the Order Form, Orders, exhibits, schedules, and policies referenced herein, constitutes the entire agreement between the parties and supersedes all prior agreements, whether expressed or implied. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, [www.docusign.com](http://www.docusign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. This Agreement shall be governed, construed, and enforced in all respects in accordance with the laws of the State of Indiana. Any action at law or in equity arising out of or directly or indirectly relating to this Agreement may be instituted only in the federal or state courts located in Indianapolis, Indiana. Any ambiguities in this Agreement shall not be strictly construed against the drafter of the language concerned but shall be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the parties at the time of contracting. Should a court find any clause of this Agreement to be void, that fact shall not impair the remainder of this Agreement. If a party fails at any time to require the other party to perform any term of this Agreement, such non-enforcement shall neither be taken nor held to be a waiver of such term, nor in any way affect the non-enforcing party's right to enforce such term in the future. No waiver on the part of any party of any term of this Agreement shall be deemed a continuing waiver, a waiver of any other term, or a breach of any other term.

[REMAINDER INTENTIONALLY LEFT BLANK]