

Last revised: July 1, 2023

## **TERMS OF SERVICE**

PLEASE READ THE FOLLOWING CAREFULLY. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AS AN END USER (AS DEFINED BELOW) (“END USER” OR “YOU”) AND KERITON, INC. (“KERITON, INC.” OR “WE”). THIS WEBSITE TERMS OF USE AGREEMENT, TOGETHER WITH ALL AMENDMENTS, AND COLLECTIVELY WITH ALL KERITON, INC. RULES AND POLICIES, INCLUDING THE KERITON, INC. PRIVACY POLICY ([WWW.KERITON.COM](http://WWW.KERITON.COM)) CONSTITUTE THE “AGREEMENT” BETWEEN YOU AND KERITON, INC. REGARDING YOUR ACCESS TO AND USE OF THE KERITON, INC. WEBSITE (“WEBSITE”). BY ACCESSING OR USING THE WEBSITE, YOU SIGNIFY THAT YOU HAVE READ THE AGREEMENT AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THE AGREEMENT.

THIS AGREEMENT COVERS IMPORTANT INFORMATION ABOUT THE PLATFORM. THE AGREEMENT INCLUDES INFORMATION ABOUT FUTURE CHANGES TO THE AGREEMENT, EXPORT CONTROLS, AUTOMATIC RENEWALS, LIMITATIONS OF LIABILITY, PRIVACY INFORMATION, A CLASS ACTION WAIVER, AND A RESOLUTION OF DISPUTES BY ARBITRATION INSTEAD OF IN COURT.

IF YOU HAVE NOT READ THE AGREEMENT, DO NOT UNDERSTAND OR AGREE TO BE BOUND BY THE AGREEMENT, OR ARE NOT ABLE TO CONSENT TO BE BOUND BY THE AGREEMENT (E.G., IF YOU ARE NOT OLD ENOUGH TO ENTER INTO A BINDING LEGAL CONTRACT), DO NOT USE OUR WEBSITE.

### **1. Scope and Acceptance**

Anyone who accesses or uses our Website is an “End User.” The Agreement sets forth your rights and obligations as an End User with respect to your access to and use of the Website and use of any and all information or data of any kind arising from access to, or use of, the Website, including, without limitation, any text, graphics, images, art work, sound recordings, audio, video, and software.

We reserve the right, in our sole discretion, to change this Agreement (including the Privacy Policy) from time to time, without prior notice. You are responsible for reviewing the Agreement regularly. Your access to any part of the Website is deemed to be your acceptance of this Agreement, and any changes thereto.

If you are accessing or using any part of the Website on behalf of any business, organization, or other entity of any kind, you represent and warrant that you are authorized (a) to accept these terms on its behalf and (b) to bind such business, organization, or entity to the Agreement.

### **2. Privacy Policy**

Please see our Privacy Policy ([WWW.KERITON.COM](http://WWW.KERITON.COM)) for a detailed description of how we collect, use, and disclose information about our End Users.

### **3. Description of Website**

Keriton Kare is a feeding management software platform with APIs and websites to manage the workflows related to infant feeding in hospitalized patients. A mobile API is utilized by patient families as a means to transfer patient data to the hospital care team. A mobile API and websites are used by the hospital staff to prepare and administrate the infant feeds for the patients.

### **4. Operation**

The specific features and functionality of the Website are dynamic and may change from time to time. We reserve complete discretion with respect to the operation of the Website. We also reserve the right to withdraw, suspend, or discontinue any functionality or feature of the Website at any time.

### **5. Inaccuracies**

We make great efforts to provide accurate information on the Website. However, we disclaim—and you release us from any liability regarding—errors, inaccuracies, and omissions of the Website. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update information at any time without prior notice. Keriton, Inc. makes no guarantees whatsoever as to the completeness, timeliness, correctness, or accuracy of the materials or data available through the Website. If you believe any portion of the Website includes an error or inaccuracy, please notify us.

### **6. Permitted Use**

Certain Keriton, Inc. materials provided through the Website are protected by intellectual property laws, including but not limited to U.S. copyright laws. You expressly acknowledge and agree that the content accessible through the Website that is not expressly designated as being provided by another End User is the property of Keriton, Inc. and its content providers, and Keriton, Inc. and its content providers retain all right, title, and interest in the content.

Subject to the terms of this Agreement, you are granted a limited, personal, non-exclusive, non-sublicensable, non-assignable, non-transferable, and revocable license to access and use the Website and related materials solely for your own non-commercial use. Except as expressly provided, all rights are reserved. Nothing contained in this Agreement or on the Website shall be construed as conferring by implication, estoppels or otherwise any license or right under any patent or trademark of Keriton, Inc., or any third party.

Except as expressly permitted by the Agreement, in connection with the use of the Website, you may not:

- (a) alter or modify the Website, or make any electronic reproduction, adaptation, distribution, performance, or display of the Website, or any portion thereof, except to the extent required for the limited purpose of reviewing material on the Website; or

- (b) sell, rent, lease, transfer, distribute, broadcast, display, provide, or otherwise assign to any third party any rights to the Website, or related materials; or
- (c) remove or modify any proprietary notice or labels on the Website, or related materials, including author attribution and copyright notices, or use any of our trademarks as meta-tags on any other website; or
- (d) use the Website for any non-authorized purpose or any illegal purpose; or
- (e) copy, modify, erase, or damage any information contained on computer servers used or controlled by Keriton, Inc. or any third party; or
- (f) use the Website to violate any legal right of any third party, including any publicity or privacy right, copyright, or other intellectual property right, or to take any action that is harassing, libelous, defamatory, abusive, tortious, threatening, harmful, or otherwise objectionable; or
- (g) access or use any password-protected, secure, or non-public areas of the Website, or access data on the Website not intended for you, except as specifically authorized by Keriton, Inc.; or
- (h) impersonate or misrepresent your affiliation with any person or entity; or
- (i) use any automated means to access or use the Website, including scripts, bots, scrapers, data miners, or similar software, or display the Website, or portions thereof, in things (e.g., framing, scraping, etc.), without our express written permission; or
- (j) attempt to or actually disrupt, impair, or interfere with the Website, or any information, data, or materials posted and/or displayed by Keriton, Inc.; or
- (k) attempt to probe, scan, or test the vulnerability of the Website or breach any implemented security or authentication measures, regardless of your motives or intent; or
- (l) attempt to interfere with or disrupt access to or use of the Website by any user, processor, host, or network, including, without limitation, by submitting a virus, worm, Trojan horse, or other malicious code; or
- (m) post any content to the Website that: (i) includes any profane, obscene, defamatory, discriminatory, threatening, menacing, harassing, or violent content; (ii) depicts or suggests nudity or sexual acts; (iii) promotes hatred, including against members of a protected group under federal, state, or local law (such as, for example, a group defined by race, gender, or national origin); (iv) is objectively shocking or disgusting; (v) depicts or suggests presently occurring illegal activity, including, e.g., illicit drug use or underage drinking; (vi) includes unlicensed proprietary content of a third party, including, e.g., third-party content protected by copyright or trademark for which you do not have a license; (vii) breaches any duty of

confidentiality you may have to a third party (e.g., discloses private information about a third party without consent); or (viii) is contrary to the Agreement, including Keriton, Inc.'s rules and policies.

**7. Third Party Properties Referred to on the Website**

Our Website may refer to physical venues, geographical sites, websites on the Internet, and/or products or services that are not under the control of or maintained by Keriton, Inc. ("Third Party Properties"). Unless expressly stated to the contrary, such references do not constitute an affiliation with or endorsement by Keriton, Inc. of any such Third Party Properties. You acknowledge that Keriton, Inc. is providing any references to such Third Party Properties to you solely as a convenience to you, and you agree that Keriton, Inc. is not responsible for any injury, harm, damages, or negative experience you may encounter by accessing, visiting, or using such Third Party Properties. Keriton, Inc. does not endorse or make any representations about any Third Party Properties. If you access, visit, or use any Third Party Properties referred to on our Website, you do so at your own risk.

**8. Availability of the Website**

It is not possible to operate our Website with 100% guaranteed uptime. Keriton, Inc. will make reasonable efforts to keep our Website operational. However, certain technical difficulties, routine site maintenance and upgrades, and other events may, from time to time, result in interruptions to or outages of our Website. You agree that Keriton, Inc. shall not be liable to you or to any third party for any direct or indirect consequence of any modification, suspension, discontinuance of, or interruption to our Website.

**9. Disclaimers**

THE WEBSITE IS PROVIDED ON AN "AS IS" AND AN "AS AVAILABLE" BASIS. EXCEPT AS EXPRESSLY PROVIDED, KERITON, INC. DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, INCLUDING EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, REGARDING (A) THE WEBSITE; AND (B) ANY PRODUCTS AND SERVICES OFFERED THROUGH THE WEBSITE, INCLUDING (WITHOUT LIMITATION) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND ANY WARRANTIES ARISING BY COURSE OF DEALING OR CUSTOM OF TRADE.

KERITON, INC. MAKES NO REPRESENTATION OR WARRANTY THAT ANY MATERIAL OR CONTENT DISPLAYED ON OR OFFERED THROUGH THE WEBSITE IS ACCURATE, COMPLETE, APPROPRIATE, RELIABLE, OR TIMELY. KERITON, INC. ALSO MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE WEBSITE WILL MEET YOUR REQUIREMENTS, OR THAT YOUR ACCESS TO AND USE OF THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, FREE OF VIRUSES, MALICIOUS CODE, OR OTHER HARMFUL COMPONENTS, OR OTHERWISE WILL BE SECURE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN

WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

**10. Limitation of Liability and Release**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL KERITON, INC. OR ANY OF ITS AFFILIATES OR SUPPLIERS (INCLUDING ANY OF ITS OR THEIR PARTNERS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUCCESSORS, OR ASSIGNEES) BE LIABLE TO YOU (INCLUDING ANY OF YOUR PARTNERS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUCCESSORS, OR ASSIGNEES) FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT, EQUITY, INTENDED CONDUCT, TORT, OR OTHERWISE (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, AND STRICT LIABILITY IN TORT), NOR FOR ANY DAMAGES ARISING FROM DELAY, LOSS OF GOODWILL, LOSS OF OR DAMAGE TO DATA, INTERRUPTION IN USE OR AVAILABILITY OF DATA, LOSS OF USE OF MONEY OR USE OF PRODUCTS, LOST PROFITS, REVENUE OR SAVINGS (ACTUAL OR ANTICIPATED), OR OTHER ECONOMIC LOSS ENSUING FROM OR IN CONNECTION WITH THE EXISTENCE, ACCESS TO, USE OF, OR INABILITY TO USE THE WEBSITE OR RELATING TO ANY MATERIALS, INFORMATION, QUALIFICATION, OR RECOMMENDATIONS ON THE WEBSITE, EVEN IF KERITON, INC. OR ANY OF ITS AFFILIATES OR SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

YOU EXPRESSLY WAIVE AND RELEASE ANY AND ALL RIGHTS AND BENEFITS UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA (OR ANY ANALOGOUS LAW OF ANY OTHER STATE), WHICH READS AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Despite the foregoing limitation of liability for damages, if a court or other tribunal of competent jurisdiction decides to award monetary damages to you for any claim or cause of action arising from the same, the amount of monetary damages for such claim or cause of action shall not exceed one hundred U.S. dollars (\$100).

**11. Indemnity**

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS KERITON, INC., ITS PARENTS, SUBSIDIARIES, AND AFFILIATES, AND ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, PARTNERS, EMPLOYEES, AGENTS, CONTRACTORS, SUCCESSORS, AND ASSIGNS FROM AND AGAINST ALL CLAIMS, DEMANDS, LAWSUITS, DAMAGES, LIABILITIES, LOSSES, COSTS, OR EXPENSES (INCLUDING,

BUT NOT LIMITED TO, REASONABLE FEES AND DISBURSEMENTS OF COUNSEL AND COURT COSTS), JUDGMENTS, SETTLEMENTS, AND PENALTIES OF EVERY KIND ARISING FROM OR RELATING TO ANY VIOLATION OF THIS AGREEMENT AND ANY ACTIVITY RELATED TO YOUR USE OF THE WEBSITE OR THE INFORMATION CONTAINED ON THE WEBSITE.

## **12. Termination**

You agree that Keriton, Inc. may, to the extent feasible, in its sole discretion, and without prior notice, terminate your access to or use of any portion of our Website at any time and for any reason, with or without cause. You also agree that any violation by you of the Agreement will constitute an unlawful and unfair business practice that will cause irreparable harm to Keriton, Inc. for which monetary damages would be inadequate. You consent to Keriton, Inc.' obtaining any injunctive or equitable relief that Keriton, Inc. deems necessary or appropriate in such circumstances, without the need for a bond. These remedies are in addition to any other remedies Keriton, Inc. may have at law or in equity.

## **13. Intellectual Property Infringement Complaints**

If you believe a work protected by a U.S. copyright you own has been posted on the Website without authorization, you may notify our copyright agent, and provide the following information:

- (a) a physical or electronic signature of the person authorized to act on behalf of the copyright owner;
- (b) identification of the copyrighted work or works claimed to have been infringed;
- (c) a detailed description of the material you claim is infringing, together with information sufficient to enable us to locate it, including the URL or other description of where the infringing material appears;
- (d) your name, mailing address, telephone number, and e-mail address;
- (e) a statement by you that you believe in good faith that the copyrighted material identified is being used in a manner that is not authorized by the copyright owner, its agent, or the law; and
- (f) a statement by you that the above information is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of the copyright allegedly infringed.

To notify Keriton, Inc. of a claimed copyright infringement, please contact:

Keriton, Inc.  
144 N. Narberth Ave. – Unit 405  
Narberth, PA 19072  
info@keriton.com

## **14. General**

### **14.1 Modifications**

At any time and in Keriton, Inc.'s sole discretion, we may add, delete, or modify the Agreement. We will use commercially reasonable efforts to publish any revised portion of the Agreement, for example, by publishing the latest version of these terms and conditions at this URL. Should you deem any such addition, deletion, or modification to the Agreement unacceptable, you shall stop accessing and using the Website. All changes to the Agreement shall be effective immediately.

### **14.2 Access and Use Where Prohibited**

Access to and use of our Website are unauthorized in any jurisdiction that does not give effect to all provisions of the Agreement, including without limitation this provision.

### **14.1 Operation of the Website from the United States of America**

By accessing and using the Website, you acknowledge and agree that Keriton, Inc. controls and operates all parts of the Website from its offices in the United States of America and that the Website, and the information contained on the Website, is intended for use by End Users located in the United States of America. Other countries may have laws, regulatory requirements and medical practices that differ from those in the United State of America. Unless expressly stated to the contrary, Keriton, Inc. makes no representation that the Website, or the information contained on the Website, is appropriate or will be available for use in other locations. Unless otherwise explicitly stated, all material and content found on or accessible through the Website is solely directed to individuals, companies, or other entities located in the United States of America. Keriton, Inc. reserves the right to limit, in its sole discretion, the provision and quantity of any feature, product, or service to any person or geographic area. Any offer for any feature, product, or service made on or through the Website is void where prohibited. If you access or use the Website from outside the United States of America, you are entirely responsible for compliance with applicable local laws and other applicable laws. You may not use any portion of the Website in violation of applicable export laws and regulations.

If you access the Website from outside the United States, you acknowledge and agree that your information may be transferred to and maintained on computers and servers located outside of your state, province, country, or other governmental jurisdiction where the privacy laws may not be as protective as those in your jurisdiction. Your consent to the Agreement followed by your submission of such information represents your agreement to the transfer of such information to the United States and the collection, use, and disclosure of your information in accordance with United States law and our Privacy Policy.

### **14.2 Applicable Law and Venue**

Any action related to the Agreement will be governed by the laws of the Pennsylvania without regard to the choice or conflicts of law provisions of any jurisdiction. You and Keriton, Inc. agree and consent that jurisdiction, proper venue, and the most convenient forums for all

claims, actions, and proceedings of any kind relating to our Website or the Agreement will be exclusively in the federal or state courts of Pennsylvania.

#### **14.3 Dispute Resolution**

Keriton, Inc. intends to resolve any and all disputes that may arise between it and its End Users in a cost-effective and non-disruptive manner, preferably without the time and expense of litigation. Toward this end, you agree to the following dispute resolution procedure. If you are unable to resolve any dispute in the ordinary course of business, you shall send a written notice to Keriton, Inc. in which you outline the issues in dispute, enclose any relevant documents, and state the requested relief. Keriton, Inc. shall respond within ten (10) business days with identical information from its perspective. You and a representative of Keriton, Inc. shall meet or communicate electronically within ten (10) business days of the delivery of the response, and as often as you and Keriton, Inc. mutually deem necessary or desirable thereafter, in an attempt to resolve the matter. If, within sixty (60) days of the first communication, you and Keriton, Inc. fail to resolve the matter, you and Keriton, Inc. shall seek to mediate the dispute with a neutral third party. Neither party shall seek further legal action unless such mediation fails to achieve a resolution acceptable to both parties. You agree that you will not bring or be a party to any class-action lawsuit against Keriton, Inc..

#### **14.4 Unsolicited Materials and End User's Grant of Limited Licensed**

In operating our Website, Keriton, Inc. does not solicit nor does it wish to receive any confidential, secret or proprietary information or other material from you through the Website, our mail and e-mail addresses, or in any other way. Any information or material submitted or sent to Keriton, Inc. (including, but not limited to, comments, questions, feedback, data, suggestions, ideas and the like) will be deemed to be not confidential or secret. By submitting or sending information or other material to Keriton, Inc., you represent and warrant that the information is original to you and that no other party has any rights to the material.

By communicating with Keriton, Inc., including submitting or sending content to us, you grant Keriton, Inc. the royalty-free, unrestricted, world-wide, perpetual, irrevocable, non-exclusive, and fully sublicensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such content (in whole or part), including any information, suggestions, ideas, drawings or concepts contained in such content, worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed. Such license includes incorporating the content, in whole or in part, into a Keriton, Inc. feature. You will remain responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of such submitted material, including any content or part thereof, or other communication to Keriton, Inc.. You also warrant that any "moral rights" in such content is waived.

#### **14.5 Miscellaneous**

If any part of the Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid,



enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

No failure or delay in enforcing any provision, exercising any option, or requiring performance, shall be construed to be a waiver of that or any other right in connection with the Agreement.

No action arising out of this Agreement or your access to or use of our Website, regardless of form or the basis of the claim, may be brought by you more than one (1) year after the cause of action has arisen (or if multiple causes, from the date the first such cause arose) and you hereby waive any longer statute of limitations that may be permitted by law.

If Keriton, Inc. does take any legal action against you as a result of your violation of the Agreement, Keriton, Inc. will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to Keriton, Inc.. You agree that Keriton, Inc. will not be liable to you or to any third party for termination of your access to, or use of, any of our Website as a result of any violation of the Agreement or for any reason at all.

You may not assign, by operation of law or otherwise, any rights or delegate any duties under the Agreement to any third party without prior written consent by Keriton, Inc.. Any purported assignment lacking such consent will be void at its inception. Keriton, Inc. may assign all or part of its rights and/or delegate all or part of its duties under the Agreement to any party, at any time, and in its sole discretion, upon notice of assignment by posting such notice on our Website.