Kasetra™

SOFTWARE LICENSE AGREEMENT

Kasetra, LLC

This Software License Agreement (this "Agreement") is entered into as of _____, but effective as of _____ (the "Effective Date"), by and between Kasetra, LLC, a Florida limited liability company, with its principal place of business at 3301 N. University Dr., Suite 100, Coral Springs, FL 33065 ("Licensor"), and _____, with its principal place of business at _____ _____ ("Licensee"). Licensor and Licensee are each a "Party."

Licensor owns and operates Kasetra, a hosted software platform built for surgical implant distributors, including the Flow, Command, Field, Pulse, Playbook and Travel modules and any other module Licensor makes available (together, the "Platform"). Licensee wishes to use the Platform for its own internal business operations. The Parties therefore agree as follows:

1. OWNERSHIP — THE PLATFORM BELONGS TO LICENSOR

1.1 Licensor Owns the Platform. The Platform is, and will always remain, the sole and exclusive property of Kasetra, LLC. This includes all software, source code, databases and data structures, screens, designs, workflows, automations, reports, templates and documentation; every update, improvement and new module, whether created before or after the Effective Date; and the Kasetra name, logo and every module name.

1.2 Licensed, Not Sold. The Platform is licensed to Licensee, not sold. Licensee receives only the right to use it as described in this Agreement. No ownership, title or intellectual property right of any kind passes to Licensee, whether through payment of fees, through any customization made for Licensee, or through any idea or suggestion Licensee provides.

1.3 Not for Sale or Resale. The Platform is not for sale or resale. Licensee may not sell, resell, rent, lease, sublicense, assign, transfer, share or otherwise make the Platform, or access to it, available to any other person or company, and may not use the Platform to provide services to others.

1.4 Custom Work and Suggestions. Any feature, change or module Licensor builds at Licensee's request, and any idea, suggestion or feedback Licensee provides, belongs entirely to Licensor. Licensor may use it and offer it to other customers without payment, credit or obligation to Licensee.

1.5 Rights Reserved. All rights not expressly granted in this Agreement are reserved by Licensor. Licensee will not register or claim any name, domain or trademark that is the same as or confusingly similar to Kasetra or any of its module names.

2. LICENSE

2.1 Grant. For as long as this Agreement is in effect, Licensee's fees are paid and Licensee complies with this Agreement, Licensor grants Licensee a limited, non-exclusive, non-transferable, revocable right to access and use the Platform online, solely for Licensee's own internal business and only through its Authorized Users.

2.2 Online Access Only. The Platform is provided only as an online service. Licensee does not receive, and has no right to, any copy of the software, its source code or its database.

2.3 Authorized Users. Authorized Users are Licensee's employees, contractors, contracted 1099 sales representatives and sub-distributors whom Licensee permits to use the Platform, up to the number allowed by Licensee's plan. Each must have their own login; shared logins are not permitted. Licensee is responsible for everything done under its users' logins and for its users' compliance with this Agreement.

2.4 Modules. Licensee may use only the modules listed on its Order Form (Exhibit A). Licensor may update, change or retire features, but will not materially reduce the core functions Licensee is paying for during a paid term.

2.5 One Business per Subscription. Each subscription covers one line of business or legal entity. Any additional business, entity or distributorship that keeps separate books, commissions or inventory requires its own subscription.

2.6 Manufacturers and Invoicing. Licensee's plan sets how many manufacturers' product lines Licensee may carry in the Platform: one on Core, up to three on Pro, and unlimited on Complete. Invoicing hospitals and managing accounts receivable are included in Complete and are available on Core or Pro only as the add-on shown on the Order Form. Month-end reporting is included in every plan.

3. WHAT LICENSEE MAY NOT DO

Licensee will not, and will not allow anyone else to:

(a) copy, modify, translate or create derivative works of the Platform;

(b) reverse engineer or attempt to obtain the Platform's source code, database design, workflows or underlying logic;

(c) sell, resell, rent, lease, sublicense, lend or share the Platform or access to it;

(d) use the Platform, its screens, or knowledge gained from it to build, help build or copy any competing or similar product;

(e) scrape or extract data from the Platform by automated means, other than through the export tools Licensor provides;

(f) bypass any security control, or access any data or account other than Licensee's own;

(g) remove or alter any Kasetra or Licensor name, logo or ownership notice; or

(h) use the Platform for any unlawful purpose.

A breach of Section 1 or this Section 3 causes Licensor irreparable harm. Licensor may immediately suspend or terminate Licensee's access and may seek a court injunction without posting bond, in addition to any other remedy.

4. FEES AND PAYMENT

4.1 Fees. Licensee will pay the fees stated on the Order Form. Subscription fees are billed monthly in advance. The implementation fee and the first month's subscription fee are due upon signing, and the implementation fee is non-refundable once setup begins.

4.2 Payment Terms. Each monthly subscription invoice is due upon receipt and must be paid before the start of the month it covers, by ACH, wire or card on file. Except as stated in this Agreement, all fees are non-refundable.

4.3 Late Payment. Late amounts accrue interest at 1.5% per month or the highest rate allowed by law, whichever is lower. If any amount is more than ten (10) days overdue, Licensor may suspend access on seven (7) days' written notice until paid, and may recover its reasonable costs of collection, including

attorneys' fees.

4.4 Taxes. Fees do not include taxes. Licensee pays all sales, use and similar taxes, other than taxes on Licensor's income.

4.5 Price Changes. Licensor may change fees effective at renewal by giving at least sixty (60) days' written notice before the end of the current term.

4.6 Discounts. Any discount shown on the Order Form applies only to the first twelve (12) months after the Effective Date. After that, the full list fees apply for the rest of the term and for every renewal, unless Licensor agrees otherwise in writing.

5. TERM AND TERMINATION

5.1 Term and Renewal. This Agreement begins on the Effective Date and runs for the initial term stated on the Order Form. It then renews automatically for terms of the same length unless either Party gives written notice of non-renewal at least ninety (90) days before the end of the current term.

5.2 Termination for Cause. Either Party may terminate this Agreement if the other materially breaches it and does not cure the breach within thirty (30) days after written notice. Licensor may terminate immediately for a breach of Section 1 or 3, or if any fees are more than thirty (30) days overdue.

5.3 Effect of Termination. When this Agreement ends, Licensee's right to use the Platform ends, all unpaid fees become due, and each Party will return or destroy the other's confidential information.

5.4 Getting Data Out. For thirty (30) days after this Agreement ends, provided all fees are paid, Licensor will give Licensee read-and-export access or a one-time export of its data in CSV or Excel format. After that period Licensor may permanently delete Licensee's account and data. Longer retention or migration help is available at the rates on the Order Form if ordered before the thirty (30) days expire.

6. LICENSEE DATA

6.1 Licensee Owns Its Data. Licensee owns the business data it enters into the Platform, such as case logs, inventory, lot and serial numbers, surgeon and facility records, pricing, commissions and expenses ("Licensee Data"). Licensee allows Licensor to store, process and back up Licensee Data as needed to run, support and secure the Platform. Owning its data gives Licensee no right in the Platform itself.

6.2 Kept Separate. Licensee's data is kept in its own separate account. Licensor will not give other customers access to Licensee's account or share data that identifies Licensee.

6.3 Usage and Combined Data. Licensor may use information about how the Platform is used, and combined, de-identified data that does not identify Licensee or any person, surgeon, facility or patient, to operate and improve its products. Licensor owns that information.

6.4 Export and Backups. Licensee may export its data at any time using the Platform's export tools. Licensor keeps daily backups for thirty (30) days for disaster recovery, but Licensee is responsible for keeping its own copies of any records it is required to retain.

7. LICENSEE RESPONSIBILITIES

7.1 Accurate Data. Licensee is solely responsible for the accuracy of everything it enters, including lot and serial numbers, UDI data, expiration dates, case details, pricing and commission inputs.

7.2 Legal Compliance. Licensee alone is responsible for complying with the laws that apply to its business,

including FDA device tracking and recordkeeping, lot and UDI traceability, recalls, the federal Anti-Kickback Statute, the Physician Payments Sunshine Act and privacy laws. The Platform is a business tool; it is not a compliance program or quality system.

7.3 Patient Information. The Platform records only the medical record number a facility needs to match an invoice to its case. Licensee will not enter patient names, dates of birth, diagnoses or any other patient information into the Platform.

7.4 No Clinical Use. The Platform is not a medical device, is not FDA-cleared, is not an electronic health record, and must not be used for any clinical or patient-care decision.

7.5 Account Security. Licensee will keep logins confidential, promptly deactivate users who leave, use multi-factor authentication when offered, name at least one administrator as Licensor's point of contact, and notify Licensor within twenty-four (24) hours of any suspected unauthorized access.

8. CONFIDENTIALITY

8.1 Obligation. Each Party will keep the other's non-public information confidential and use it only to perform this Agreement. Licensor's confidential information includes the Platform and its design, data model, screens, workflows, pricing and plans. Licensee's confidential information includes Licensee Data, customer and surgeon lists, pricing and commission structures.

8.2 Exceptions and Duration. This does not apply to information that is public through no fault of the receiving Party, already known to it, received lawfully from someone else, or independently developed, or to disclosure required by law with prompt notice where allowed. These obligations last three (3) years after this Agreement ends, and indefinitely for trade secrets, source code and patient information.

9. SECURITY, AVAILABILITY AND SUPPORT

9.1 Security. Licensor maintains reasonable safeguards for Licensee Data, including encryption in transit and at rest, individual logins, role-based permissions, separate customer accounts and daily backups.

9.2 Availability. Licensor will use commercially reasonable efforts to keep the Platform available 99.5% of each month, not counting scheduled or emergency maintenance, outages of third-party hosting and data providers, or problems on Licensee's side. If availability falls short and Licensee requests it within thirty (30) days after month-end, Licensor will credit that month's fee: 5% for 99.0-99.5%, 10% for 97.0-99.0%, 20% for 95.0-97.0%, and 30% below 95.0%. Credits are Licensee's only remedy for downtime.

9.3 Support. Support is by email and portal ticket, Monday to Friday during business hours Eastern Time, at the level of Licensee's plan. Training beyond onboarding, custom work, data cleanup and after-hours help are billed at the rates on the Order Form.

10. WARRANTY AND DISCLAIMER

10.1 Limited Warranty. Licensor warrants that the Platform will perform materially as described in its documentation. If it does not, Licensor will work to fix it; if Licensor cannot fix it within thirty (30) days after written notice, Licensee may cancel the affected module and receive a prorated refund of prepaid, unused fees for it. That is Licensee's only remedy under this warranty.

10.2 Disclaimer. EXCEPT AS STATEDIN SECTION 10.1, THE PLATFORM IS PROVIDED "AS IS" WITHOUT ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LICENSOR DOES NOT WARRANT THAT THE PLATFORM

WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY REPORT, CALCULATION, COMMISSION FIGURE, INVENTORY COUNT, LOT RECORD OR ANALYTICS OUTPUT IS ACCURATE. LICENSEE MUST VERIFY THEM BEFORE RELYING ON THEM.

10.3 No Reliance on Future Features. Licensee's purchase is based on the Platform as it exists on the Effective Date and not on any promised future feature or module.

11. INDEMNIFICATION

11.1 By Licensor. Licensor will defend Licensee against any third-party claim that the Platform, as provided by Licensor and used under this Agreement, infringes a United States patent, copyright or trademark, and will pay any resulting damages awarded or agreed in settlement. This does not apply to claims caused by Licensee Data, by changes made by anyone other than Licensor, or by use that breaches this Agreement.

11.2 By Licensee. Licensee will defend and hold Licensor harmless against any third-party claim arising from Licensee Data, Licensee's violation of law, any clinical use of the Platform, Licensee's breach of Sections 1, 3 or 7, or any dispute between Licensee and its representatives, distributors, customers, surgeons or facilities, including commission disputes.

12. LIMITATION OF LIABILITY

NEITHER PARTY IS LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, REVENUE OR DATA. EACH PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE FEES PAID OR PAYABLE BY LICENSEE IN THE TWELVE (12) MONTHS BEFORE THE CLAIM. THESE LIMITS DO NOT APPLY TO LICENSEE'S PAYMENT OBLIGATIONS, EITHER PARTY'S INDEMNITY OBLIGATIONS, LICENSEE'S BREACH OF SECTION 1 OR 3, BREACH OF CONFIDENTIALITY, OR GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD.

13. GENERAL

13.1 Governing Law and Venue. This Agreement is governed by Florida law. Any lawsuit relating to it will be brought in the state or federal courts in Miami-Dade County, Florida. Each Party waives trial by jury. The winning Party in any dispute may recover its reasonable attorneys' fees and costs.

13.2 Assignment. Licensee may not assign or transfer this Agreement without Licensor's prior written consent. Licensor may assign it to a successor in a merger, reorganization or sale of its business or assets.

13.3 Relationship. The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency or employment relationship.

13.4 Notices. Notices must be in writing and delivered by hand, overnight courier, or email with confirmation of receipt, to the addresses on the Order Form. Notices to Licensor go to Kasetra, LLC, 3301 N. University Dr., Suite 100, Coral Springs, FL 33065.

13.5 Anti-Kickback. Nothing in this Agreement is intended to induce or reward the referral, purchase or recommendation of any item or service paid for by a federal healthcare program.

13.6 Force Majeure. Neither Party is liable for delays caused by events beyond its reasonable control, including natural disasters, war, government action, internet or utility failures, or outages of third-party cloud providers. This does not excuse payment obligations.

13.7 Entire Agreement. This Agreement and its Order Form are the entire agreement between the Parties on this subject and replace all prior discussions and proposals. Changes must be in writing and signed by

both Parties. If the Order Form conflicts with this Agreement on fees or plan terms, the Order Form controls. Terms in any Licensee purchase order or vendor form do not apply.

13.8 Severability and Waiver. If any part of this Agreement is found unenforceable, it will be limited to the minimum extent necessary and the rest remains in effect. A waiver is effective only in writing.

13.9 Survival. Sections 1, 3, 4 (for amounts owed), 5.3, 5.4, 6.3, 8, 10.2, 11, 12 and 13 survive the end of this Agreement.

13.10 Signatures. This Agreement may be signed in counterparts and by electronic signature, each of which is an original.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date first written above.

LICENSOR **Kasetra, LLC**	**LICENSEE**
_____ Signature	_____ Signature
_____ Name	_____ Name
_____ Title	_____ Title
_____ Date	_____ Date

EXHIBIT A — ORDER FORM

Kasetra Platform Subscription

1. Parties and Term

Item	Detail
Licensor	Kasetra, LLC, a Florida limited liability company — 3301 N. University Dr., Suite 100, Coral Springs, FL 33065
Licensee (legal name, state and type of entity)	
Licensee address	
Administrator / billing contact	
Effective Date	
Initial term	☐ 12 months ☐ 24 months ☐ 36 months
Renewal	Automatic, same length — 90 days' written notice to decline
Account address	kasetra.com
How Licensee sells	☐ Through distributor agencies ☐ With its own sales representatives
Line of business covered	

2. Subscription Plan

Select	Plan / Users	Modules Included	List Fee / Month	Discount	Final Fee / Month
☐	Core — 1 to 3 users, 1 manufacturer	Flow (invoicing and AR not included)	$1,000		
☐	Pro — Up to 15 users, up to 3 manufacturers	Flow, Command, Field (invoicing and AR not included)	$2,500		
☐	Complete — Unlimited users and manufacturers*	All modules: Flow, Command, Field, Pulse, Playbook, Travel, including invoicing and AR	$5,000		

** Unlimited users within Licensee's own organization and its contracted 1099 representatives and sub-distributors. If Licensee exceeds its plan's user or manufacturer limit, it moves to the next plan the following month. Any discount applies to the first 12 months only (Section 4.6).*

3. One-Time and Other Fees

Item	List Fee	Discount	Waived	Final Fee
Implementation and onboarding (setup, data migration, admin training)	$2,500 Core; $5,000 Pro and Complete. Due upon signing		☐	
Invoicing & AR add-on, Core or Pro (invoicing hospitals and receivables)	$499 per month. Included in Complete		—	

Professional services (custom work, integrations, extra migration)	$185 per hour		—	
After-hours support / U.S. federal holidays	$277.50 / $370 per hour		—	
Onsite services	$185 per hour + travel expenses		—	
Extended data retention after termination	2x monthly fee per 12 months		—	
Full archival export after termination	$2,500 (+$1,000 with documents and images)		—	
Assisted migration to another system	$185 per hour, 20-hour minimum		—	

4. Billing and Patient Information

Item	Election
Billing	Monthly in advance. The implementation fee and the first month's fee are due upon signing.
Payment method — due upon receipt	☐ ACH ☐ Wire ☐ Card on file
Patient information	Medical record number only, for billing. No patient names, dates of birth or clinical information.
Requested start	
Special terms	

Agreed and accepted by the Parties as part of the Kasetra Software License Agreement.

LICENSOR
Kasetra, LLC

Signature

Name

Title

Date

LICENSEE

Signature

Name

Title

Date