

License Agreement

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 - 2.2.5. Modify or create any derivative work in any manner of the Licensed Software;
 - 2.2.6. Disclose, publish, or otherwise make publicly available the results of any benchmarking of the Licensed Software, or use such results for competing software development activities;
 - 2.2.7. use or permit the Licensed Software to be used to perform services for third parties, whether on a service bureau or time-sharing basis or otherwise;
 - 2.2.8. Transmit any content which contains software viruses, or other harmful, infringing, illegal, disruptive or destructive content, messages, computer code, files, or programs;
 - 2.2.9. Use or launch any automated system (including without limitation, "robots" and "spiders") to access the Licensed Software, including, without limitation, in order to extract for re-utilization of any parts of the Licensed Software, or perform any act that destabilizes, interrupts, or encumbers the Licensed Software or its servers or use automatic means that enable sending more request messages to the servers of the Licensed Software, in a given period of time, than a human can reasonably send in that time period by using the Licensed Software;
 - 2.2.10. Circumvent, disable, or otherwise interfere with security-related features of the Licensed Software, such as features that restrict or monitor use of the Licensed Software or features that prevent or restrict use or copying of any content or that enforce limitations on use of the Licensed Software;
 - 2.2.11. Use or encourage, promote, facilitate, or instruct others to use the Licensed Software for any unlawful, harmful, irresponsible, prohibited by this Agreement, or inappropriate purpose;
 - 2.2.12. Remove or otherwise alter any of Supplier's trademarks, logos, copyrights, or other proprietary notices or indicia, if any, fixed or attached to the Licensed Software or use the Supplier name, logo, or trademarks without prior written consent from Supplier;
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- 2.2.15. Contest Supplier's Intellectual Property Rights, including at any time after the termination or expiration of this License Agreement;
- 2.2.16. Refer to the Licensed Software by use of framing or utilize the Licensed Software, including without limitation any related point of presence, servers, and network, in any way which will result in the violation or circumvention of any applicable laws or regulations including, without limitation, those enforcing censorship, privacy, government authority restrictions or others;
- 2.2.17. Use the Licensed Software contrary to this License Agreement or the license metrics and work environment conditions set forth in the Operation Manual or in any agreement between the parties.

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- 4.1. Supplier hereby warrants to Purchaser that to its knowledge the Licensed Software does not infringe any third party owned patent registered in the US.
- 4.2. Supplier warrants that during the provision of Services, the Licensed Software will, under normal use, perform substantially in accordance with its technical specifications. If during that time, the Licensed Software does not perform substantially in accordance with its technical specifications, Supplier shall as sole and exclusive remedy and at its sole discretion: (a) attempt to correct or assist Purchaser around errors with efforts which Supplier believes suitable to the problem, or (b) replace the Licensed Software with a functionally equivalent software. Notwithstanding the foregoing, the warranty period for the Licensed Software incorporated as a component within a Product shall not extend beyond the warranty period for the Product itself.
- 4.3. Limitation of Warranties. The warranty contained in Section 4.2 above does not cover damages caused by accident, misuse, abuse, negligence, failure to install in accordance with this License Agreement or Supplier's installation instructions, failure to operate under conditions of normal use and in accordance with the terms of the Operation Manual, defects discovered in any component of the Licensed Software that have been modified, altered, or enhanced other than by Supplier, failure to maintain in accordance with the Operation Manual, alteration or any defects not related to materials or workmanship.
- 4.4. While every reasonable effort has been made to ensure that Purchaser will receive Licensed Software that Purchaser can use, Supplier does not warrant that the functions of the Licensed Software will meet Purchaser's requirements or that the operation of the Licensed Software will be uninterrupted or error-free. Supplier is not responsible for problems caused by changes in the operating characteristics of the hardware or operating system software Purchaser is using, nor for any problems in the interaction of the Licensed Software with non-Supplier software.

5. LIABILITY

Without prejudice to any other rights or remedies in law or in equity Purchaser shall be liable to Supplier for all direct damages incurred by Supplier resulting from Purchase's failure to comply with this License Agreement as well as negligent or willful misconduct directly resulting in damage to Supplier's network or Supplier. Specifically, Purchaser shall compensate Supplier for damage caused to Supplier's network by introduction of a virus, including, but not limited to, workstation reimaging, forensic analysis, containment activities, employee or contractor time, repair or replacement of hardware or software directly attributable to the virus introduction. Purchaser shall also compensate Supplier for any direct damages caused by Purchaser's misuse of Supplier's intellectual property, or use of licensed property for which Purchaser was not provided a license or sublicense to use.

6. TERMINATION

Without prejudice to any other rights or remedies in law or in equity, Supplier may terminate this License Agreement immediately if Purchaser fails to comply with any of its terms and conditions. In the event of such termination, Purchaser must, within ten (10) business days of receiving notice of termination from Supplier, cease all use of the Licensed Software and destroy all copies thereof, return any and all information representing Supplier IPR and Confidential Information and delete any such information held by Purchaser in electronic form. The following Sections shall survive termination: 1, 3, 5, and 8.

7. SUPPLIER'S ACCOUNT

Purchaser is solely responsible for any actions performed in the Licensed Software under Purchaser's username and password. Keeping Purchaser's password safe is Purchaser's sole responsibility. If Purchaser has any reasons to suspect that Purchaser's password was discovered by any third party or that there was an unauthorized access to Purchaser's account, Purchaser will immediately notify Supplier and modify Purchaser's login and password details. Purchaser shall also provide notice to Supplier of any representative who is terminated by Purchaser or no longer permitted to access Purchaser's account on Purchaser's behalf within 24 hours of such change or determination.

The Licensed Software is intended for use by users at least eighteen (18) years old. Purchaser hereby declares that Purchaser and all the users of the Licensed Software on Purchaser's behalf are eighteen (18) years old or older and undertake to monitor Purchaser's account to ensure that no minor under that age has access to the Licensed Software. Access is provided subject to a security review by Supplier; such review may include a review of Purchaser's process, procedures, and oversight to individual's receiving access to Purchaser's account. This License Agreement does not guarantee access to Purchaser's account, but defines the terms under which Supplier may provide such access. Supplier reserves the right to deny access to Purchaser's account to any individual for

any reason, including non-compliance with Supplier's policy or procedures or this License Agreement. Purchaser shall ensure no representative shall access any resource for which access is not authorized by Supplier or which is not necessary for Purchaser to receive Supplier's services.

Purchaser is solely responsible for acquiring and maintaining all of the hardware, software, equipment, and services necessary to access and make use of the Product, including without limitation paying all fees and other costs related to internet access, server or cloud account subscription and maintenance. Purchaser shall specifically be responsible for: (a) acquiring, providing, configuring, installing, maintaining, and troubleshooting all equipment, hardware, software, and services required to maintain Purchaser's account connectivity at Purchaser's facility; (b) maintaining Purchaser's internet connectivity to facilitate the transfer of electronic information; (c) reporting problems with Purchaser's account to Supplier in a timely manner; (d) assisting Supplier in the management of Purchaser's account and this Agreement; (e) providing Supplier an early warning of any organizational, functional, or technical change that might affect Purchaser's ability to fulfill Purchaser's obligations described in this Agreement; (f) assisting Supplier in resolution of account incidents. (g) the cost and support in acquiring, providing, configuring, installing, maintaining, and troubleshooting all equipment, including switches, hubs, and routers, necessary to access Purchaser's account.

Supplier shall not be responsible for providing any technology to Purchaser necessary for Purchaser to set up Purchaser's account except that which is expressly set forth in this License Agreement.

8. USER WARRANTIES

- 8.1. Purchaser represents and warrants that: (a) Purchaser has, and will have at all times, all permits and consents in connection with the Licensed Software as required to fulfill Purchaser's obligations ; (b) Purchaser and Purchaser's use of the Licensed Software will comply with all applicable laws; (c) Purchaser is not located in, under the control of, or a national or resident of any of the countries or entities referred to in Section 2.3.14(a) above and/or any country or entity that is subject to an Israel or U.S. Government embargo, or that has been designated by the Israel or U.S. Government as a "terrorist supporting" country and are not listed on any Israel or U.S. Government list of prohibited or restricted parties.
- 8.2. PRIVACY. Supplier's privacy practices are governed by its privacy policy, the most updated copy of which can be found at https://www.itamar-medical.com/website_privacy_policy.html ("**Privacy Policy**").

9. CLOUDPAT TERMS OF USE

- 9.1. Use of CloudPAT will enable the Purchaser to provide access to the relevant physicians to the results of the sleep study for a specific patient. CloudPAT utilizes a secure HIPAA compliance format for encrypting and sending data files. It is Purchaser's obligation to ensure that transfer of any patient records and/or results is performed in accordance with applicable law and ensuring patient confidentiality.
- 9.2. Purchaser shall not assign or transfer or grant any other third-party access to CloudPAT except as permitted herein.
- 9.3. Supplier shall only be obligated to store any Clinical Data using CloudPAT for up to seven (7) years as of the applicable test date. Upon termination of this License Agreement, Supplier shall be entitled to transfer Clinical Data to Purchaser and upon such transfer, Supplier shall be entitled to destroy or delete Clinical Data without any liability to Purchaser or the patient or any third party. Notwithstanding the above, the parties may agree in writing on a different retention period of Clinical Data.
- 9.4. It is Purchaser's sole responsibility to maintain sufficient and proper records of all results of the sleep study in accordance with the laws and regulations applicable to Purchaser.
- 9.5. All rights and title to CloudPAT and any and all derivative works and/or modifications thereof, as well as any documentation, trademarks, and any patentable information contained therein or embodied thereby, shall remain solely with Supplier.
- 9.6. Purchaser who provides patient education videos will obtain consent and authorization from participants and physicians, to distribute such videos to all assigned patients via SleePAtH® before providing them to Supplier. Purchaser acknowledges that provided videos will be available for general patient education unless specifically disabled by that patient's physician.