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The Licensed Software is protected by any applicable Intellectual Property laws and international treaty provisions. Therefore, Customer must treat the Licensed Software like any other Intellectual Property-protected material or product. All right, title and interest in and to all Intellectual Property Rights in and to the Licensed Software are and shall remain with Company.

1. Definitions

- 1.1. “**Company**” means Itamar Medical Ltd., Itamar Medical, Inc., I.M.E. 2016 B.V. or ZOLL Medical UK Limited, as applicable.
- 1.2. “**Customer**” means the individual or entity purchasing Company’s Products and/or Services.
- 1.3. “**Feedback**” means all data, feedback, suggestions, comments, ideas, questions, material, defects, errors or problems, and any information regarding the Licensed Software.
- 1.4. “**Intellectual Property Rights**” means worldwide, whether registered or not: (a) rights associated with works of authorship, designs, mask works, mask work rights, mask work applications, mask work registrations, and photography, including copyrights, copyright applications, and copyright restrictions; (b) trademarks and indicia of origin, service marks, domain names, logos, trade names, trade dress, the right to publicity and goodwill rights; (c) patents, patent applications, patent rights, and industrial designs; (d) trade secrets; (e) rights analogous to those set forth herein and any other proprietary rights relating to intangible property; (f) divisions, continuations, renewals, reissues and extensions of the foregoing (as applicable) now existing or hereafter filed, issued, or acquired.
- 1.5. “**Licensed Software**” means the EndoPAT software, zzzPAT management platform, CloudPAT cloud-based management platform, and the associated media and/or any other software and accompanying materials provided to Customer by Company. Some Licensed Software is a stand-alone product, and some Licensed Software is incorporated as a component within a Product, in each case sold or otherwise made available, by Company and/or third parties.
- 1.6. “**Terms**” mean Company’s [General Terms and Conditions](#) for the territory in which Customer purchases Company’s Products and/or Services.

2. License To Use, Limitations And Restrictions On Use

- 2.1. **License To Use Licensed Software.** Subject to the terms and conditions of this License Agreement and the Terms, and for the duration thereof, Company hereby grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use the Licensed Software: (i) solely with the Product(s); and (ii) solely in object code for its/their intended use in accordance with the provisions of this License Agreement and the instructions provided in the Operation Manual. The license granted to Customer herein is for use in connection with the medical diagnosis of sleep apnea.
- 2.2. **Restrictions On Use.** Any use of the Licensed Software other than as set forth in Section 2.1 above is strictly forbidden. Without derogating from the generality of the above, Customer may not:
 - 2.2.1. Distribute, reproduce, copy, assign, rent, lease, publish, market, license, sublicense, sell, pledge, resell, or otherwise transfer the rights granted to Customer under this License Agreement to any third party except as explicitly set forth in this License Agreement;
 - 2.2.2. Reverse engineer, decompile, or disassemble, as applicable, the Licensed Software;
 - 2.2.3. Engage in or permit any form of automated scraping, data mining, data harvesting, or any similar activity that involves unauthorized extraction or collection of data related to the Licensed Software or Technical Device Data.
 - 2.2.4. Attempt to discover, access, or use the Licensed Software source code;
 - 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 Company’s trademarks, logos, copyrights, or other proprietary notices or indicia, if any, fixed or attached to the Licensed Software or use the Company name, logo, or trademarks without prior written consent from Company;
- 2.2.13. Include, or use in any manner, or to provide to any third party for such inclusion or use, any test results derived from any of the Products and/or the Licensed Software, for the purpose of seeking or obtaining any regulatory approval from any governmental or regulatory agency for any diagnostic or therapeutic claim, or for any medical, pharmaceutical, or other therapeutic or diagnostic product. Without derogating from the generality of the foregoing, the inclusion by Customer or any third party of any results of any type, derived through the use of the Products and/or the Licensed Software, in any regulatory filing for the purpose of supporting, or obtaining any such approval, without the prior written consent of Company is expressly prohibited. nothing in this License Agreement, including these restrictions on use, is intended, in any manner, to restrict the reporting of information regarding Company’s Products and/or Licensed Software in accordance with the reporting regulations of any governmental or regulatory agency.
- 2.2.14. Ship, transfer, or export the Licensed Software or use the Licensed Software in any manner that is prohibited by law, including without limitation, selling, distributing, downloading, or exporting the Licensed Software: (a) into (or to a national or resident of) Cuba, Iran, Iraq, Libya, North Korea, Sudan, Lebanon, or Syria (b) to anyone on the U.S. Commerce Department’s Table of Denial Orders or U.S. Treasury Department’s list of Specially Designated Nationals; (c) to any country to which such export or re-export is restricted or prohibited, or as to which the U.S. or Israeli

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2.2.15. Contest Company'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.

3. **Company Intellectual Property**

3.1. The Licensed Software (including Feedback) and any modifications, improvements, or derivatives thereof and all Intellectual Property Rights related thereto ("**Company IPR**") are the property of Company who retains all right, title and interest in connection therewith. Nothing herein contained shall be construed as granting Customer any right, title, or interest in and to Company IPR.

3.2. Any and all trademarks and logos which appear on or in connection with the Licensed Software, as may be amended and updated from time to time, are trademarks of Company or any of its affiliates, including their parent companies. No right, license, or interest to such trademarks are generated or granted hereunder other than the limited right to use provided herein, and Customer agrees that no such right, license, or interest shall be asserted by Customer with respect to such trademarks. Customer may not remove, alter, or destroy any copyright, trademark, logo or other proprietary marking or legend placed on or contained in the Licensed Software.

4. **Limited Warranties And Disclaimers**

4.1. Company hereby warrants to Customer that to its knowledge the Licensed Software does not infringe any third party owned patent registered in the US.

4.2. Company 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, Company shall as sole and exclusive remedy and at its sole discretion: (a) attempt to correct or assist Customer around errors with efforts which Company 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 Company'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 Company, 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 Customer will receive Licensed Software that Customer can use, Company does not warrant that the functions of the Licensed Software will meet Customer's requirements or that the operation of the Licensed Software will be uninterrupted or error-free. Company is not responsible for problems caused by changes in the operating characteristics of the hardware or operating system software Customer is using, nor for problems in the interaction of the Licensed Software with non-Company software.

5. **Liability**

Without prejudice to any other rights or remedies in law or in equity Customer shall be liable to Company for all direct damages incurred by Company resulting from Purchase's failure to comply with this License Agreement as well as negligent or willful misconduct directly resulting in damage to Company's network or Company. Specifically, Customer shall compensate Company for damage caused to Company'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. Customer shall also compensate Company for any direct damages caused by Customer's misuse of Company's intellectual property, or use of licensed property for which Customer was not provided a license or sublicense to use.

6. **Termination**

Without prejudice to any other rights or remedies in law or in equity, Company may terminate this License Agreement immediately if Customer fails to comply with any of its terms and conditions. In the event of such termination, Customer must, within ten (10) business days of receiving notice of termination from Company, cease all use of the Licensed Software and destroy all copies thereof, return any and all information representing Company IPR and Confidential Information and delete any such information held by Customer in electronic form. The following Sections shall survive termination: 2, 3, 5, and 8.

7. **Customer's Account**

Customer is solely responsible for any actions performed under Customer's username and password. Keeping Customer's password safe is Customer's sole responsibility. If Customer has any reasons to suspect that Customer's password was discovered by any third party or that there was an unauthorized access to Customer's account, Customer will immediately notify Company and modify Customer's login and password details. Customer shall also provide notice to Company of any representative who is terminated by Customer or no longer permitted to access Customer's account on Customer'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. Customer hereby declares that Customer and all the users of the Licensed Software on Customer's behalf are eighteen (18) years old or older and undertake to monitor Customer's account to ensure that no minor under that age has access to the Licensed Software. This License Agreement does not guarantee access to Customer's account, but defines the terms under which Company may provide such access. Company reserves the right to deny access to Customer's account to any individual for any reason, including non-compliance with Company's policy or procedures or this License Agreement. Customer shall ensure no representative shall access any resource for which access is not authorized by Company or which is not necessary for Customer to receive Company's services.

Customer 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. Customer shall specifically be responsible for: (a) acquiring, providing, configuring, installing, maintaining, and troubleshooting all equipment, hardware, software, and services required to maintain Customer's account connectivity at Customer's facility; (b) maintaining Customer's internet connectivity to facilitate the transfer of electronic information; (c) reporting problems with Customer's account to Company in a timely manner; (d) assisting Company in the management of Customer's account and this Agreement; (e) providing Company an early warning of any organizational, functional, or technical change that might affect

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Customer's ability to fulfill Customer's obligations described in this Agreement; (f) assisting Company 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 Customer's account. Company shall not be responsible for providing any technology to Customer necessary for Customer to set up Customer's account except that which is expressly set forth in this License Agreement.

8. User Warranties

8.1. Customer represents and warrants that: (a) Customer has, and will have at all times, all permits and consents in connection with the Licensed Software as required to fulfill Customer's obligations; (b) Customer and Customer's use of the Licensed Software will comply with all applicable laws; (c) Customer 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.** Company's privacy practices are governed by its privacy policy, the most updated copy of which is available on Company's website 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 Customer to provide access to the relevant physicians to the results of the sleep study for a specific patient. CloudPAT utilizes a secured HIPAA

compliance format for encrypting and sending data files. It is Customer'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. Customer shall not assign or transfer or grant any other third-party access to CloudPAT except as permitted herein.

9.3. Company 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, Company shall be entitled to transfer Clinical Data to Customer and upon such transfer, Company shall be entitled to destroy or delete Clinical Data without any liability to Customer 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 Customer'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 Customer.

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 Company.

9.6. Customer who provides patient education videos will obtain consent and authorization from participants and physicians, to distribute such videos to all assigned patients via SleepPATH® before providing them to Company. Customer acknowledges that provided videos will be available for general patient education unless specifically disabled by that patient's physician.