

## END USER LICENSE AGREEMENT

(hereafter referred to as “EULA”)

### 1. Scope and Validity

- 1.1. This EULA governs (i) Ascom software, third party software, any kind of interfaces or modifications (upgrade, update, patch etc.) of the aforementioned (“Software”) and (ii) all documentation, materials or other media associated with the Software (“Documentation”, together with Software “Ascom Software”), distributed by or on behalf of Ascom\*, whether on a device or not, to its distributors or end customers (each a “Customer”, together with Ascom the “Parties”).
- 1.2. Customer is responsible to impose obligations arising out of this EULA to any of its end users, such as Customer’s personnel, contractors or other persons using Ascom Software.

### 2. License and Rights Reserved

- 2.1. The Ascom Software is licensed, not sold. Subject to the terms of this EULA, Customer is granted a non-exclusive, temporary, royalty-bearing and revocable license to install, display, use and run the Ascom Software (in object code only), solely for its own business purposes and on as many devices and/or in such configuration as expressly permitted by Ascom (e.g. as set forth in the sales quote or invoice).
- 2.2. Except as expressly granted in this EULA, Ascom, on its behalf and on behalf of its licensors and suppliers, retains all right, interest and title in and to the Ascom Software and all related and applicable rights in patents, copyrights, trade secrets, trademarks, derivative work, and any other intellectual property and other proprietary rights.

### 3. Use and Limitations

- 3.1. Customer must use the Ascom Software only in accordance with the intended use and instructions provided in the Documentation, and solely in conjunction with Ascom authorized third-party hardware and/or software.
- 3.2. Customer may not sell, lease, assign, sublicense, distribute or otherwise encumber by any means the Ascom Software, except Ascom granted Customer such rights (e.g. if Customer is an authorized distributor).
- 3.3. Customer may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, or create derivative works of the Ascom Software or any services provided by the Ascom Software or any part thereof.
- 3.4. In order to verify whether Customer is complying with the restrictions contained herein, Customer agrees to submit, upon reasonable request by Ascom, license usage data, without any personal data, using tools provided by Ascom.

### 4. Third Party Technology and Third Party Material

- 4.1. Portions of the Ascom Software may utilize or include third party software, including open source software (“Third Party Technology”).
- 4.2. Third Party Technology is licensed to Customer under separate license terms identified in the Documentation or other locations as specified by Ascom (“Third Party License”). Customer’s right to use Third Party Technology are not restricted by this EULA and to the extent that a term of this EULA conflicts with any applicable mandatory right granted by a Third Party License, it shall not apply. If any Third Party License requires Ascom to furnish source code contained in the Third Party Technology, Ascom shall provide it upon written request and if applicable against payment of reasonable handling charges.
- 4.3. To the extent that Ascom Software contains or provides access to any Third Party Technology, Ascom has no express or implied obligation to provide any updates, upgrades or alike and/or any technical or other support for such Third Party Technology. In such a case, the customer has to contact the appropriate third party directly for technical support and customer service related to the Third Party Technology.
- 4.4. Portions of the Ascom Software may display services, content, data, information, applications or other third party materials and/or may provide links to certain third party web sites (“Third Party Materials”). By using Third Party Materials, Customer acknowledges and agrees that Ascom is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright, compliance, legality, decency, quality or any other aspect of such Third Party Materials.

### 5. Limited Warranty

- 5.1. Ascom warrants for a period of 90 days from the delivery date of the Ascom Software (“Warranty Period”) that the Ascom Software operates substantially in accordance with the specifications contained in the Documentation (“Warranty”).
- 5.2. Ascom does not warrant that the Ascom Software or any portion thereof operates without interruption or error-free nor that software maintenance provided by Ascom will result in error-free software. In particular, Ascom does not war-

rant that the Ascom Software operates in all combinations desired by Customer with any data, computer systems and software.

- 5.3. If during the Warranty Period, Customer detects and informs Ascom by registered mail a breach of Warranty, Ascom shall use commercially reasonable efforts to correct such breach within due time (of at least 30 days). Correction shall, in Ascom’s sole discretion, consist of debugging, instructions on how to avoid the programming error, provision of new software or refunding the license fees received for the specific Ascom Software.
- 5.4. The Warranty does not cover program errors, which are attributable to circumstances for which Ascom is not responsible (e.g. manipulation of the Ascom Software by Customer or a third party, influences of a third-party component or of systems and programs not supplied by Ascom, operating errors by Customer or a third party).
- 5.5. Ascom makes no other express or implied warranties and all other warranties are specifically excluded, including any warranty as to merchantability or fitness for particular or special purposes.
- 5.6. To the extent permissible by law, Third Party Technology/Materials is provided by Ascom “as is”, without any warranty, expressed, implied or otherwise.

### 6. Limitation of Liability

- 6.1. Ascom’s cumulative liability will not exceed 100% of the value of the specific agreement giving rise to the claim, which Ascom directly causes.
- 6.2. Neither Party will be liable, whether based in contract, warranty, tort (incl. negligence), statutory duty, strict liability, indemnity or otherwise, for loss of use, revenue, savings, profit, interest, goodwill or opportunity, costs of capital, costs of replacement or substitute use or performance, loss of information or data, loss of power, claims arising from third party contracts, or for any type of indirect, special, liquidated, punitive, collateral, incidental or consequential damages, or for any other loss or cost of similar type.
- 6.3. Nothing shall limit or exclude the liability of either Party for: (i) personal injury or death resulting directly from the negligence, (ii) fraud or fraudulent misrepresentation or (iii) any liability that cannot be limited or excluded under applicable law.

### 7. Customer’s Obligations

- 7.1. Customer is responsible for selecting and implementing necessary security measures in order to protect the login and authentication credentials as well as the confidentiality, integrity and availability of customer’s networks, systems and data (also if the network is outsourced to a third party). Customer is responsible for the prevention of security breaches (malware, spyware, trojans, viruses etc.).
- 7.2. Customer shall ensure that the Ascom Software is operated, used and maintained in accordance with the Documentation and in particular with the intended use authorized by Ascom. Customer shall ensure that all users authorized by Customer to use the Ascom Software have completed requisite training to safely install, operate and/or use the Ascom Software.
- 7.3. If and when Customer installs the Ascom Software, Customer’s personnel must follow all installation instructions provided in the Documentation and verify that the Ascom Software is configured and operates as intended. Customer is always responsible for final validation and acceptance of the Ascom Software for operational use.
- 7.4. Customer shall ensure the traceability of installed Ascom Software including the software versions, physical locations, data centers, hardware and authorized users, such that Customer can reliably identify affected installations and users for upgrades, updates or other corrective actions prescribed by Ascom.

### 8. Special Terms and Conditions for Medical Device Products

- 8.1. Ascom will identify in good faith and according to local regulations those Products which are deemed to be medical device products (“MDP”).
- 8.2. The Customer is responsible for monitoring that all Products are correctly used, transported and stored in conformity with local laws and regulations, before starting use or resale of such Products.
- 8.3. Whenever Customer becomes aware of quality problems or information that reasonably suggests that Products are not compliant with the applicable regulations or have been or might be involved in an incident involving death or serious deterioration of health, Customer shall forward such information to Ascom immediately and in no event later than 24 hours after receipt of such information. Customer shall provide Ascom with any information and access to the device concerned needed for the purpose of determining the problem and will place the MDPs concerned under hold until Ascom grants clearance.
- 8.4. If Ascom notifies Customer that a field safety corrective action or Product recall is required, Customer shall expediently confirm receipt of and cooperate with Ascom at its own costs to implement the corrective actions. Under no circumstance shall Customer implement any corrective action, recall or withdrawal without prior informed consent of Ascom.
- 8.5. If Customer has reason to believe that any device may presents a serious risk or may be falsified, it shall not inform any competent authority before having informed Ascom and having agreed with Ascom on the specifics of information to be communicated to the competent authority.

- 8.6. The Customer undertakes to notify Ascom of and assist Ascom with any government or third party action regarding MDPs as soon as the Customer becomes aware of such action.
- 8.7. If Customer resells MDPs, Customer shall (i) verify if the MDPs are CE marked and accompanied by a EU declaration of conformity, the Ascom instructions for use and an UDI, (ii) maintain any required local registrations required in connection with the MDPs, (iii) co-operate with Ascom to achieve traceability of all MDP (i.e. identifying any economic operators from whom they have received MDP and any economic operators or any health institution that was supplied with a MDP), (iv) store the UDI data of MDP and (v) only use the marketing materials approved by Ascom. Customer shall keep written records of verification of the items set out in this clause and shall make these available to Ascom for inspection upon request (including information about sample method, if used).
- 8.8. Customer shall establish and maintain documentation necessary to support the risk management of the medical IT-network for the interfaces between the MDPs and all network components (both software and hardware) taking into account the specifications for hardware, network characteristics and IT security measures specified in the MDPs' documentation.

**9. Miscellaneous**

- 9.1. Ascom may terminate this EULA at any time and revoke the license granted herein if Customer materially breaches this EULA. In particular, a payment default of more than 60 days is deemed to be a material breach.
- 9.2. This EULA may not be varied, other than in writing.
- 9.3. If any provision of this EULA is held to be illegal, invalid or unenforceable, such provision shall to that extent be deemed not to form part of this EULA but the enforceability of the remainder of this EULA shall not be affected. In such event, the Parties shall negotiate in good faith to replace such void provision with a valid provision which, as far as possible, has the same legal and commercial effect as that which it replaces.
- 9.4. This EULA is not made for the benefit of, nor shall any of its provisions be enforceable by, any person other than the Parties to this EULA and their respective successors and permitted assignees.
- 9.5. No failure or delay by any Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

**10. Applicable Law and Jurisdiction**

10.1. This EULA shall be governed as follows:

Customer's principal place of business location	Applicable law*	Exclusive Jurisdiction**
Benelux	Dutch law	Utrecht, Netherlands
Germany	German law	Frankfurt a.M., Germany
Sweden, Norway, Finland, Denmark or Baltic states (Estonia, Latvia and Lithuania)	Swedish law	Gothenburg, Sweden
North America	Laws of the State of North Carolina	Courts of North Carolina, USA
UK	Laws of England	Courts of England and Wales
Rest of the World	Swiss law	Zurich, Switzerland

\* To the exclusion of the conflict of laws rules and the UN Convention on Agreements for the International Sale of Deliverables dated 11 April 1980 (Vienna Convention; CISG). \*\* Notwithstanding the applicable jurisdiction, Ascom is also entitled to take legal action against Customer at Customer's domicile.

10.2. Ascom may bring an action before any court of appropriate jurisdiction for interim injunctive relief for protection of intellectual property rights and confidential information.