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|  | <h1>End User License Agreement</h1> | Form Code: QF 7.2.01.04 |
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Parties:

1. Cortrium: (hereinafter “Vendor”).
2. End User: [*Insert Company Reg. no, Address, Postal code & City, Country*] (hereinafter “End User”).

Cortrium and the End User shall jointly be referred to as “Parties” and separately as a “Party”.

1. Introduction

1. The End User License Agreement (“EULA”) shall apply to any use of the software solution by Cardiomatics (“Software”). The Software is developed and owned by Consonance sp. z o.o. with its registered office in Kraków (address: ul. Stanisława Konarskiego 44/5, 30-046 Kraków) (“Owner”) and licensed under this EULA by Cortrium.

2. By using the Software in any way, the End User accepts to be bound by this EULA. If the End User does not accept and/or comply with this EULA, the End User is not entitled to use the Software.

2. The License

2.1 Subject to the payment of the agreed license fee, the End User is granted a non-exclusive, non-transferrable licence in the territory of [*Insert: Territory*] to use [*If distributor or partner, insert: market and sublicenses*] the Software as a Licence on the terms and conditions set out in this EULA.


2.2 The Software Licence shall expire upon the termination or expiration of the agreement between the End User and the Vendor.

3. The Software, availability and changes

3.1 Unless otherwise agreed, the Vendor will use commercially reasonable efforts to make the Software available at all times, except for planned downtime and any unavailability caused by external events, incl. force majeure circumstances, and to provide the Software in accordance with applicable laws and government regulations.

3.2 Unless otherwise agreed, the Software is provided “as is” without warranty of any kind. The Vendor does not warrant that the Software will be error-free or that the Software will work without minor interruptions.

3.3 The Software may at the sole discretion of the Vendor be subject to changes from time to time, including by addition or removal of features. Such changes may occur without any notice; however, the Vendor will use reasonable efforts to notify the End User in advance.

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4. Rights to use the Software

4.1 The right to use the Software pursuant to this Licence shall be done in a manner and for the purpose set out in this EULA with the following scope:

4.1.1 The License shall include the right to use the Software as part of the Device by any End Users who are authorised physicians for the purpose of generating medical reports and any related medical consultations;

4.1.2 The Licence shall be granted for the needs and purposes as specified in this EULA, in the following fields of use:

- a) Launching, displaying or using the Software via the Device;
- b) Storing, displaying, uploading, viewing and browsing data when using the Software via the Device;
- c) Entering data to the memory of the Device;
- d) Entering anonymised medical data to the Device and the Software for the purpose of generating reports.
- e) Generating reports using the Software.

4.2 The Software or any elements thereof shall only be available to third parties with the prior written consent of the Vendor.


4.3 The End User shall not acquire any rights to the Software, except for a licence and an authorisation to use the Software on the terms and conditions set forth in this Agreement.

4.4 End User is not authorised, except to the extent permitted under mandatory law, to:

- a) Play, decompile or modify the source code of the Software;
- b) Perform statistical analysis of the Software;
- c) Translate adapts, change the layout of the Software, or make any other changes or modifications in the Software or any part thereof;
- d) Reproduce the code or translate, adapt, change the layout or make any other changes to the form of the Software and distribute the Software in a different way than that specified in the Agreement. Moreover, the End User does not have the right to permanently or temporarily reproduce the Software, in whole or in part, by any means and in any form, except for (1) making a backup copy if necessary to use the Software, but the backup shall not be used simultaneously with the Software, or (2) permanent or temporary reproduce of the Software in whole or in part by any means, in any form and for any purpose, except for the right to temporarily reproduce the Software in whole or in part in the memory of the Devices.

4.5 Any information obtained in connection with the use of the Software shall not be:

4.5.1 Used for purposes other than supporting the diagnostic process as part of the Device, as well as for other purposes than the performance of this Agreement;

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4.5.2 Provided to third parties for a purpose other than achieving the aforesaid compatibility and the performance of this Agreement;

4.5.3 Used for developing, creating or marketing Software infringing the copyright of the Owner and the Software; and in particular for reverse engineering of the Software;

4.5.4 Used for developing, creating or marketing computer software or other tools that use information (reports) generated by the Software.

5. Marketing and sub-licensing of the Software

5.1 Pursuant to this EULA, the End User is also granted a licence with regard to the Software, within the scope that the Software is not a computer programme (graphics, layout of graphic elements):

5.1.1 To record and reproduce it in whole or in part, with the use of digital technology, to present it in public, exhibit, display, reproduce, sub-license, broadcast and re-broadcast as well as make it available to the public in such a way that anybody can have access thereto in a place and time of their choice;

5.1.2 The scope of such use is limited by the purpose and the contents of this EULA, and the above shall specifically not be construed in any way as a transfer of any intellectual property rights of the Owner, including rights to logos, designs and know-how.


5.2 The End User undertakes to only publicly present , exhibit, display, reproduce, sub-license, broadcast and re-broadcast the Software together with the Device, while taking care of the good name and reputation of the Owner and any other Vendor in relation to the Software.

6. Warranty and Limitations of Liability

6.1 The Vendor is not liable for medical decisions taken on the basis of reports in any way. A report is not a medical diagnosis; it is only an analytical tool for potential diagnosis. For the avoidance of doubt, any medical diagnose is solely the responsibility of the medical professionals.

6.2 In no event and no matter the circumstances shall the Owner or the Vendor be liable for any loss of anticipated profit, loss of data, damage to records or data or any indirect, special, incidental or consequential damages or loss (including the loss of goodwill, or loss as a consequence of any kind of business interruption) arising out of or in connection with this EULA, performance of the Software and the results connected thereto.

6.3 The Owners and the Vendors aggregate liability towards the End-User in respect of any matters arising out of, or in connection with the Software and this EULA, shall be limited to an amount corresponding to 50 % of all payments made under the Agreement between the parties for the period of twelve (12) months prior to the event(s) having given rise to the claim (the 'Liability Cap').

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6.4 The End User shall bear full liability for the actions and omissions of its employees or sub-contractors. The End User undertakes to enforce from the entities to which it provides the Software, including any sub-licensees, that their use of the Software does not violate the Owner's copyright on the Software.

6.5 The parties agree to exclude guarantee, warranty and any other implied obligations, not explicitly specified in this EULA, in particular regarding merchantability of the Software and the Reports.

7. Termination

7.1 In the event of a material breach by the End User of the terms of the Licence set forth in this EULA, the End User shall cease a breach and remedy the consequences of such a breach. In the event that such material breach has not been remedied within 5 days of receipt of a written notice from the Vendor to do so, or the material breach of the License is not capable of remedy the Vendor shall have the right to terminate the Licence and this EULA without notice (with immediate effect).

QF 7.2.01.04, Version: 1.0, Rev.: 01, EN, Issue date: 2018-24-11