

## End User License Agreement (EULA)

### Terms and conditions for the licensing of rights of use between seca and the acquirer seca connect 103 licence

Important – please read carefully: this is a legal agreement between you and seca. Before continuing with the installation of the software, you must read, acknowledge and accept the following software license (“software licence”).

#### Preliminary remark

This EULA applies to customers having their principal place of business outside the territory of the federal republic of Germany, hereinafter referred to as “customers”.

#### Article 1 – License

1.1 You may install and use one copy of the seca connect 103 software (the „software“). You are granted a non-transferable and non-exclusive license for the use of the software developed by seca gmbh & co. kg, Hammer Steindamm 9-25, 22089 Hamburg, Germany (“seca”) according to the terms of this software license.

1.2 You acknowledge and accept that this software license grants no title or right of ownership or any intellectual property right to the software.

1.3 All copyrights, any other intellectual property rights to the software and any rights to the know-how are reserved to seca except for such components of the software which are subject to specific open source license terms and conditions that are published at:

[https://www.seca.com/en\\_us/opensource.html](https://www.seca.com/en_us/opensource.html)

Any modifications of the software are prohibited except as allowed under the respective open source license which is referred to and accessible via the aforementioned URL.

In any event the software may only be used by you and shall not be reversely compiled, disassembled or otherwise reversely engineered.

1.4 You shall not alter or remove any copyright or other proprietary notice that appears on or in the software. If you are in breach of any of your obligations under this software license, seca reserves the right to claim its rights resulting by law.

1.5 You hereby irrevocably agree to the use of log files by seca and further technical information for the purpose of a failure analysis by seca in order to improve the software and to evaluate the performance of the software, however, always provided that the information exploited are solely used in an anonymized manner. Your explicit consent shall be declared by way of accepting / or declining the respective installation and configuration dialogue.

#### Article 2 – Warranties for Defects in the Software

seca warrants that (i) to the best of seca’s knowledge and belief, the software is free from computer viruses and other malicious codes, and seca will not intentionally introduce any computer viruses or other malicious codes into the software; and (ii) the software does not infringe the copyright or trademark rights or any other intellectual property rights of any third party. seca shall apply best efforts to ensure (but makes no representation and gives no warranty or undertaking) that the operation of the software will be uninterrupted and free of any material defects. If you notify seca of any issue in the software in consequence of which it fails to conform to the warranty in sub-para (i) above or interruptions or defects of the software as per sub-para (ii) above are caused, seca will attempt to correct such issue and if corrections to the software in seca’s opinion would be commercially unreasonable or attempts to correct the software in seca’s opinion have failed, then seca shall terminate the relevant licenses and refund to customer the portion of prepaid license fees paid for such non-conforming software. EXCEPT AS PROVIDED IN THIS SECTION, THE SOFTWARE AND SUPPORT SERVICES ARE PROVIDED ON AN “AS AVAILABLE,” “AS IS” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SECA AND ITS SUPPLIERS AND VENDORS DISCLAIM ALL OTHER WARRANTIES WITH RESPECT TO THE SOFTWARE AND SUPPORT SERVICES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, AND FITNESS FOR A

PARTICULAR PURPOSE. SECA DOES NOT WARRANT THAT THE SOFTWARE WILL MEET CUSTOMER’S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SECA SHALL CREATE ANY ADDITIONAL SECA WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF SECA’S OBLIGATIONS HEREUNDER.

#### Article 3 – Medical Device Directive

Please note when installing, launching and operating the software that there are applicable laws for medical products that must be taken into consideration. Except as expressly agreed by seca or its affiliates or a third party in a separate agreement, your use of the software is at your own risk under the warranty and liability limitations of articles 2 and 4.

#### Article 4 – Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SECA OR ITS SUPPLIERS AND VENDORS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES, WHICH SHALL INCLUDE, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY, LOST PROFITS, LOST DATA AND BUSINESS INTERRUPTION, ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE AND SUPPORT SERVICES, EVEN IF SECA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, THE MAXIMUM AGGREGATE LIABILITY OF SECA AND ITS SUPPLIERS AND VENDORS UNDER THIS AGREEMENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) SHALL BE LIMITED TO FEES PAID BY CUSTOMER FOR THE SOFTWARE GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO SUCH CLAIM.

No action, regardless of form, arising out of any of the transactions under this Agreement may be brought by Customer more than one (1) year after such action accrued.

Nothing contained in this software license limits seca’s liability to you in the event of death or personal injury resulting from seca’s negligence or for the tort of deceit (fraud).

(USA only) Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights that vary from state to state.

#### Article 5 – Indemnities

seca will indemnify and defend customer from and against any claim, demand, action, proceeding, judgment, or liability arising out of a claim by a third party that customer’s use of the software in conformance with the terms of this Agreement infringes a patent, copyright, or trade secret of that third party and pay any amounts awarded in a final judgment or a settlement approved by seca. The foregoing indemnification obligation of seca is contingent upon customer promptly notifying seca in writing of such claim, permitting seca sole authority to control the defence or settlement of such claim, and providing seca reasonable assistance in connection therewith. If a claim of infringement under this Section occurs, or if seca determines a claim is likely to occur, seca will have the right, in its sole discretion, to either: (i) procure for customer the right or license to continue to use the software free of the infringement claim; or (ii) modify the software to make it non-infringing, without loss of material functionality. If either of these remedies is not reasonably available to seca, seca may, in its sole discretion, immediately terminate this Agreement and return the license fees paid by customer for the infringing software, prorated for use over a three (3) year period for software licensed on a perpetual basis. Notwithstanding the foregoing,

seca shall have no obligation with respect to any claim of infringement that is based upon or arises out of (the "Excluded Claims"): (i) the use or combination of the software with any third party hardware, software, products, data or other materials, including customer's own systems and data; (ii) modification or alteration of the software by anyone other than seca; (iii) customer's use of the software in excess of the rights granted in this Agreement; (iv) any third party components; or (v) a business method or process that is inherent to customer's business. The provisions of this Section state customer's sole and exclusive remedy and the sole and exclusive obligations and liability of seca and its licensors and suppliers for any claim of intellectual property infringement arising out of or relating to the software and/or this Agreement and are in lieu of any implied warranties of non-infringement, all of which are expressly disclaimed. Customer will indemnify, defend, and hold seca harmless from any claim, demand, action, proceeding, judgment, or liability from a third-party claim arising out of an Excluded Claim. Customer's indemnification obligation is contingent upon seca promptly notifying customer in writing of such claim, permitting customer sole authority to control the defence or settlement of such claim, and providing customer reasonable assistance in connection therewith.

#### **Article 6 – Export regulations / Taxation**

6.1 You agree that the software will not be shipped, transferred, or exported into any country or used in any manner prohibited by the United States export administration act or any other export laws, restrictions, or regulations (collectively "export laws").

In addition, if the software is identified as export controlled items under the export laws, you represent and warrant that you are not a citizen, or otherwise located within, an embargoed nation (including without limitation Iran, Syria, Sudan, Cuba and North Korea) and that you are not otherwise prohibited under the export laws from receiving the software.

All rights to use the software are granted on condition that such rights are forfeited if you fail to comply with the terms of this software license.

6.2 You are responsible for the payment of any taxes or other duties which may apply in connection with this software license.

#### **Article 7 – Miscellaneous provisions**

7.1. This software license can only be changed by written addenda duly signed by both parties.

7.2. This software license is the whole and only software license between the parties concerning the software and supersedes all proposals and/or negotiations whether oral or written made between the parties related to this software license.

7.3. Should any provision of this software license be invalid or become invalid or should the software license contain any omission, then the legal effect of the other provisions shall not thereby be affected. Instead of the invalid provision a valid provision is deemed to have been agreed upon which comes closest to what the parties intended commercially; the same applies in the case of an omission.

7.4. This software license is with regard to its interpretation, construction, effect and enforceability of this software license subject to the laws of England and Wales excluding its conflict of laws principles and excluding the United Nations Convention on contracts of the international sale of goods.

The courts of London, England, shall have exclusive jurisdiction over all disputes relating to this Agreement.

7.5. The software can only be used with the hardware and software expressly authorized in the product description. Seca is not responsible for the functionality of third-party hardware and software. seca is also not responsible for the software functioning without error if it is used with hardware or software components not included in the product description.