aranzmedical

Conditions of Transfer and End-User License Agreement for ARANZ Medical Limited and Silhouette® Product Suite

Effective Date: 1 October 2026

IMPORTANT – **READ CAREFULLY**: This Conditions of Transfer and End User License Agreement (**CTEULA)** constitutes a legal agreement between You and ARANZ MEDICAL LIMITED, covering (1) the sale or leasing of one or more units of **Silhouette Hardware**, and (2) the licensing of **Silhouette Software,** in the SILHOUETTE® product suite. This CTEULA also covers the circumstance in which one or more unit(s) of Silhouette Hardware is/are (i) provided to You under a Subscription Contract, or (ii) loaned to You for evaluation, research or other purposes.

PLEASE READ THIS CTEULA CAREFULLY BECAUSE USING THE SILHOUETTE HARDWARE OR THE SILHOUETTE SOFTWARE WILL BE DEEMED TO BE ACCEPTANCE THAT THEY ARE BEING USED ON THE FOLLOWING TERMS. IF YOU ACCEPT THIS CTEULA ON BEHALF OF AN ENTITY, YOU CONFIRM THAT YOU ARE AUTHORISED TO BIND THAT ENTITY. ACCEPTANCE IS SUBJECT TO CLAUSE 23.

1. **Defined Terms**. As used in this CTEULA and in the Terms of Use, the following terms have the following meanings:

   AML means ARANZ Medical Limited.
   Hardware Use License means a license to use one or more unit(s) of Silhouette Hardware provided by AML (or one of its distributors) under a Subscription Contract.
   Module means an add-on, option or feature, which is associated with a Silhouette Software product but is licensed for an additional license fee. For example, Silhouette 2D Imaging, Silhouette 3D Imaging and Silhouette Secure Image Capture are Modules available for an additional fee to license holders of a Point of Care Access Licence to SilhouetteCentral.
   Upgrade means a subsequent release of a Silhouette Software product which AML may offer to license holders with a current paid up Support Contract at no additional license fee and may include bug fixes and new functionality. References to an Update or Updates mean an Upgrade or Upgrades, respectively.
   Order Form means the contract (including any Subscription Contract), quotation or purchase order accepted by AML designating which unit(s) of Silhouette Hardware (if any) are being sold, leased or loaned to You, and which units of Silhouette Software (if any) are being licensed to You.
   Point of Care Access License means a license to SilhouetteCentral that permits specified Point of Care Devices to communicate with an instance of SilhouetteCentral.
   Point of Care Device means an image capture device, and includes a SilhouetteStar, but also includes a smart phone or tablet provided by You running SilhouetteLite or SilhouetteLite+ or having a connection to an instance of SilhouetteCentral via a Silhouette Secure Image Capture, Silhouette 2D Imaging or Silhouette 3D Imaging Module.
   Products means, collectively, any SilhouetteStar or Silhouette Accessory sold, leased or loaned to You (or provided to you under a Subscription Contract), any Silhouette Software licensed to You, and any Support or Services purchased by You. SILHOUETTESTAR™, SILHOUETTECENTRAL™, SILHOUETTECONNECT™, SILHOUETTE 2D™, SILHOUETTE 3D™, SILHOUETTELITE™, SILHOUETTELITE+™, SILHOUETTE SECURE IMAGE CAPTURE™, SILHOUETTE 2D IMAGING™ and SILHOUETTE 3D IMAGING™ are trademarks owned by AML and/or its affiliates with respect to the Products.
   Services means any additional services purchased by You from AML (and/or its distributor) over and above those services included in Your **Support Contract** (see Part 4 of the Terms of Use for more detail).
   Silhouette 2D Imaging means the web based service Module for capturing, storing and analysing two dimensional wound images using a standard mobile device (provided by the Customer, unless specifically provided otherwise in the Order Form) on an instance of SilhouetteCentral. Silhouette 2D Imaging uses a reference sticker for scaling.
   Silhouette 3D Imaging means the web based service Module for capturing, storing and analysing three dimensional wound images using a standard mobile device (provided by the Customer, unless specifically provided otherwise in the Order Form) on an instance of SilhouetteCentral. Silhouette 3D Imaging uses a reference sticker for scaling.
   Silhouette Accessory means accessory hardware produced by AML, other than the SilhouetteStar, and includes the SilhouetteLite+ Sensor.
   SilhouetteCentral means the executable code version of the application software for the processing, storage and organization of wound data, produced by AML under the SILHOUETTECENTRAL™ trademark.
   SilhouetteConnect means the executable code version of the application software for wound image processing and storage on a personal computer, laptop or tablet provided by You, produced by AML under the SILHOUETTECONNECT™ trademark.
   Silhouette Hardware means, collectively, SilhouetteStar and the Silhouette Accessory(ies).

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SilhouetteLite means the executable code version of the application software for wound image and data capture and processing, produced by AML under the SILHOUETTELITE™ trademark.
SilhouetteLite EULA means the End User License Agreement that the end user agrees to when he/she/it downloads SilhouetteLite or SilhouetteLite+ from the Apple App Store.
SilhouetteLite+ means the executable code version of the application software for wound image and data capture and processing with the SilhouetteLite+ Sensor, produced by AML under the SILHOUETTELITE+™ trademark.
SilhouetteLite+ Sensor means the range finder accessory device, and associated battery charger, produced by AML under the SILHOUETTELITE+ SENSOR™ trademark.
Silhouette Secure Image Capture means the web based service Module for capturing and storing wound images without scaling or measurement, using a standard mobile device (provided by the Customer, unless specifically provided otherwise in the Order Form) on an instance of SilhouetteCentral.
Silhouette Software means collectively SilhouetteCentral and SilhouetteConnect, and also includes Upgrades and Modules with respect to each of same. The "Silhouette Software" also includes any documentation provided or made available to You by AML in connection with and pertaining to the Silhouette Software, whether in printed or electronic format, and any associated media or printed materials pertaining to the Silhouette Software. For clarity, as used herein, the term "Silhouette Software" does not include SilhouetteLite, SilhouetteLite+, or SilhouetteMobile as those products are licensed under the terms of SilhouetteLite EULA.
SilhouetteStar means the SILHOUETTESTAR™ image capture device.
Subscription Contract means a contract (including an Order Form) under which AML provides you with a bundle that may include licenses of Silhouette Software, a Hardware Use License, Limited Warranty, Support and/or Services for a defined fixed term (**Fixed Term**), and You agree to pay subscription fees for that Fixed Term.
Support means the support services that AML provides to license holders of the Silhouette Software who have paid for a Support Contract for the current support period (see clause 12 and the Terms of Use for more detail).
Support Contract means the contract that the holder of a license of the Silhouette Software must purchase as a precondition to receiving Support and Updates during a designated support period (see clause 12 and the Terms of Use for more detail).
Terms of Use means the ARANZ Medical Limited Silhouette® Product Suite Terms of Use, which are supplemental to and incorporated by reference into this CTEULA, as such Terms of Use may be revised from time to time.
You or **Your** means the person or entity that purchases, leases, borrows or subscribes to use of Silhouette Hardware, purchases Support or Services, and/or holds a license of the Silhouette Software.

2. **Cover:** This CTEULA applies to all Products sold, leased, loaned, subscribed or licensed to You by AML (and/or one of AML's distributors). The Order Form will designate whether and which units of Silhouette Hardware are being sold, leased or loaned to You or provided to You under a Hardware Use License. The Order Form will also designate whether and which units of Silhouette Software (including any Modules) are being licensed to You. This CTEULA incorporates the Terms of Use all of which Terms of Use shall apply between AML and You as though set forth in this CTEULA in full. In some instances, AML acts as a reseller or lessor of equipment or hardware produced by others. For clarity, this CTEULA does not apply to such equipment or hardware, and such equipment and hardware is sold and/or leased without any warranty, support or other obligation on the part of AML, excepting only for any such obligations specifically assumed by AML in the Order Form. Otherwise, your sole recourse with respect to such equipment and hardware shall be against the original manufacturer.
3. **Risk**: The risk of loss to the Products shall pass to You immediately upon delivery of the Silhouette Hardware unless otherwise agreed in writing. In the case of a sale of one or more units of Silhouette Hardware, if the unit is damaged due to any cause not covered by the limited warranty, You may engage AML to repair the unit at AML's then applicable rates. In the case of a lease, loan or Hardware Use License of Silhouette Hardware, if a unit is damaged due to any cause not covered by the limited warranty, You agree to pay for repair costs to return the Device to full operating condition, including any applicable shipping costs, and if the unit is stolen or damaged beyond repair You agree to pay AML its then applicable replacement fee.
4. **Delivery**. Delivery of the Silhouette Hardware shall occur when the Silhouette Hardware arrives and is signed for at the address shown on the Order Form.
5. **Title:** In the case of sale of one or more units of Silhouette Hardware, ownership of the Silhouette Hardware shall not pass to You, nor shall You have a license to use any Silhouette Software until You have paid for the Silhouette Hardware in full and also paid all license fees owing for the Silhouette Software. In the case of a lease or loan of one or more unit(s) of the Silhouette Hardware, or in the case of a Hardware Use License, ownership of the Silhouette Hardware shall at all times remain with AML (or its distributor in instances where AML's distributor has made the lease or loan or entered into the Subscription Contract), and, at the expiration or termination of the lease, loan or subscription term, You shall, at Your expense, clean, package (in the original packing cases) and ship the Silhouette Hardware to AML (or its distributor, as the case may be) in the same condition as at the beginning of the term, reasonable wear and use excepted. In the case of a Hardware Use License, AML (and/or its distributors) reserves the right to substitute or replace any Silhouette Hardware with comparable or superior Silhouette Hardware at any time.

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6. **Non-Payment:** Where You fail to pay when due either the purchase price for the Silhouette Hardware, or any lease payment, subscription fee, license fee or other amount owing to AML (and/or its distributor), AML (and/or its distributor) may charge, and You shall be liable to pay, interest on any overdue account calculated on a daily basis from the due date until actual payment at an interest rate equal to the lesser of (i) 5% above the "U.S. Prime Rate", as adjusted from time to time, as published in the *Wall Street Journal*, or (ii) the highest rate of interest permitted by law. In addition, You agree to reimburse AML (and/or its distributor) for any costs and expenses, including legal fees, incurred by AML (and/or its distributor) in collecting any amounts You fail to pay when due to AML (and/or its distributor). Further, You agree to return the Silhouette Hardware to AML (and/or its distributor) at Your expense if requested to do so by AML (and/or its distributor) following non-payment of any amount owing by You to AML (and/or its distributor) for the purchase or lease of Silhouette Hardware, or non-payment of any subscription fee owing by You to AML (and/or its distributor) under a Subscription Contract, and without limiting any other right AML (and/or its distributor) may have.
7. **Taxes**: All payments under this CTEULA shall be made free of deduction or withholding. In the event that You become liable to deduct or withhold an amount by way of tax or otherwise from payments due under this Agreement, You shall pay such additional amount as will be necessary to ensure that the price for the Products received by AML (and/or its distributor) equals the amount that would otherwise have been received in the absence of that deduction or withholding.
8. **License**: If the Order Form includes one or more licenses of Silhouette Software, AML grants You a non-exclusive, non-transferrable license to use the then current released version of the specified Silhouette Software Product in accordance with this CTEULA and this license shall continue for the term described in Paragraph 9, unless sooner terminated or revoked under the terms of this CTEULA. In addition to any other rights AML may have, AML may revoke the Silhouette Software licenses granted by notifying You in writing if You fail to pay when due, the purchase price for the Silhouette Hardware, or any lease payment, subscription fee, license fee or other amount owing to AML, or shall breach any provision of the CTEULA. Upon such revocation, or upon the expiration or termination of a Silhouette Software license, AML shall have the right to block Your access to and use of the licensed Silhouette Software or any part thereof, subject to clause 16 and applicable law. "**Use**" of the Silhouette Software means loading, installing, or running the Silhouette Software on the hardware provided by You, meeting a specification provided by AML; provided, however, in the case of a license of SilhouetteCentral with hosting by AML, "**Use**" means access to and use of the hosted instance.
9. **Software License Term:** The license of Silhouette Software granted under this Agreement may be either for a Fixed Term or for a Continuous Term as follows:

   (a) If the Order Form specifies a fixed term, then this license is for the fixed term specified on the Order Form (**Fixed Term**) commencing on the date the license is issued. In such event, the renewal of the Fixed Term will be governed by clause 10 below. If the Order Form fails to specify a Fixed Term or a Continuous Term, the license shall be deemed to be for a Fixed Term of one month commencing on the date the license is issued.

   (b) If the Order Form specifies a Continuous Term, then this license is for a Continuous Term as specified in the Order Form (**Continuous Term**) commencing on the date the license is issued.

   (c) For clarity, where more than one Silhouette Software Product is licensed to You, the Order Form may specify a different Fixed Term and/or a Continuous Term for each.

   (d) Whether for a Fixed Term (or any Renewed Term thereof) or a Continuous Term, the license granted under this Agreement is subject to termination under the circumstances described in clause 8.
10. **Renewal (Software License; Subscription Contract):** If Your license of Silhouette Software is for a Fixed Term, then at the expiration of the Fixed Term (and any subsequent Renewed Term), AML may offer to renew Your license of the Silhouette Software for an additional term (**Renewed Term**). Further, at the expiration of the Fixed Term of a Subscription Contract, AML may offer You a Renewed Term of Your Subscription Contract. In either case, a Renewed Term may be offered, provided:

    (a) You are not in breach of this Agreement (or any Subscription Contract);

    (b) AML has received from You in cleared funds the then current license fee or subscription fee, for the Renewed Term; and

    (c) You agree to any variation of this Agreement specified by AML in accordance with clause 23.

    AML may offer You a Renewed Term by sending You a renewal invoice for the license fee and/or subscription fee, for the Renewed Term during the last ninety (90) days of the then current term. You may accept such offer by paying the renewal invoice when due and agreeing to any such variations in the manner specified by clause 23. The Renewed Term may be effected by the issue of an executable or license file over the internet. If AML does not offer a Renewed Term or if You do not accept a Renewed Term in the above manner, the license of the Silhouette Software, and/or the term of Your Subscription Contract, shall terminate at the end of the initial Fixed Term or the initial Fixed Term as previously renewed.
11. **Restrictions on Use**: You agree not to:

    (a) translate, adapt, reverse-engineer or modify the Silhouette Hardware or the Silhouette Software, or do anything to circumvent the operation of the Silhouette Hardware or the Silhouette Software, or combine or integrate the Silhouette Hardware or the Silhouette Software with any other products, except for connections and integrations expressly permitted by AML in writing or in the applicable documentation, and except to the extent a restriction is prohibited by applicable law;

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(b) separate any component of the Silhouette Software or Silhouette Hardware for use with other than the hardware for which a license has been granted;

(c) lend, rent, lease, transfer, assign or otherwise deal in the Products without the prior written consent of AML.

(d) export or extract data from the Silhouette Software, except through a product or service provided or authorised by AML, or to the extent permitted by a right that cannot lawfully be excluded. This restriction is subject to clause 16.

(e) use any of the Products outside the field of human medicine or for any use or purposes for which governmental approvals have not been obtained.

Without limiting the generality of the foregoing, you agree that the Products may not be exported or re-exported (a) into any U.S.-embargoed countries or (b) to anyone on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Department of Commerce Denied Persons List or Entity List. By using the Products, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture, or production of nuclear, missile, or chemical or biological weapons. You must also comply with other export control and sanctions laws applicable to the supply, transfer and use of the Products.

The Services provided to you may include the installation or provision of third party software components or services ("Third Party Software") which are provided under separate license terms (the "Third Party Terms"), and you agree to comply with the Third Party Terms. Information regarding Third Party Software included with the Services purchased by you and the relevant Third Party Terms, is available on request by email to support@aranzmedical.com. The Silhouette Software may use or include one or more of the open source software components listed in the open source attribution file, which is available in the Silhouette Software upon installation, and is also available on request by email to support@aranzmedical.com. Please refer to the open source attribution file for the open source license disclosures and pertinent terms. Use of the open source software constitutes your agreement to abide by the open source software license terms. Further, where AML is providing hosting services through a third-party hosting provider, such hosting service shall also be subject to the terms and conditions of such provider.

In addition, (1) each license of SilhouetteConnect is restricted to use only on a single unit of computer equipment used by a single person at any time, and consisting of a personal computer, laptop or tablet, and You agree not to exceed this limitation, and (2) each Point of Care Access License is restricted either to a specific Point of Care Device(s) or to a specific individual or individuals, and You agree not to circumvent this restriction.

12. **Upgrades and Support**: AML may offer You Upgrades when they are released. In cases where new versions are offered with respect to the Silhouette Software, but are not accepted by You, AML shall have no obligation to provide Support for older versions. The Order Form may describe Upgrades and/or Support that AML has agreed to provide You with respect to the Products. Except as otherwise provided in the Order Form, Upgrades and Support will be available to You only if offered by AML and purchased by You at AML's applicable rates. AML may offer You Modules from time to time, subject to Your payment of such additional license fees and agreement to any terms and conditions applicable to the Modules. All Upgrades and Modules will form part of the Silhouette Software and must only be used in accordance with this CTEULA.

13. **Protection of Proprietary Rights**: You acknowledge that all right, title and interest in the Silhouette Software and all Proprietary Rights in the Silhouette Hardware and the Silhouette Software are vested in AML or its licensors, and You agree that You will not dispute such ownership nor claim any intellectual property rights relating to the Silhouette Hardware or the Silhouette Software or any enhancements or modifications of the Silhouette Hardware or the Silhouette Software. For the purposes of this CTEULA, "**Proprietary Rights**" means all intellectual or industrial property rights in the Silhouette Hardware and the Silhouette Software and all rights to patents, trademarks, trade names, inventions, designs, trade secrets, copyright and know-how relating to the origin, manufacture, programming, operating and/or servicing of the Silhouette Hardware and the Silhouette Software and any enhancements or modifications of the Silhouette Hardware or the Silhouette Software. You must maintain all intellectual property notices appearing on the Products and must not remove the same. You must notify AML immediately if You know of any circumstances that suggest that any person may have unauthorised knowledge, possession or use of the Products.

14. **Warranty - Silhouette Hardware**: If You have purchased or leased one or more unit(s) of the Silhouette Hardware, or entered into a Hardware Use License, the Terms of Use sets forth the Limited Warranty applicable to the Silhouette Hardware. Except as set forth in the Terms of Use, all other representations or warranties (statutory, express or implied except any which may not lawfully be excluded) with respect to the Silhouette Hardware are expressly excluded. Without prejudice to the generality of the foregoing, the implied warranties of merchantability and fitness for a particular purpose are excluded.

15. **Warranty - Software**: The Silhouette Software is licensed to You "as is" and all representations or warranties (statutory, express or implied except any which may not lawfully be excluded) are expressly excluded. Without prejudice to the generality of the foregoing, the implied warranties of merchantability and fitness for a particular purpose are excluded. You acknowledge that the Silhouette Software processes input data whose collection, quality, use and clinical interpretation are Your responsibility, and You accept the entire risk as to the use and the results of the use of the Silhouette Software in the terms of correctness, accuracy, reliability and performance. You also accept the entire risk as to any conflict between Silhouette Software and other software on the hardware on which the Silhouette Software is installed.

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16. **Data:** If the Order Form includes a license of SilhouetteCentral with data to be hosted by You, You will be responsible for the security and integrity of Your hosting environment and data, including regular back up of data. If the Order Form includes a license of SilhouetteCentral with data hosted by AML, then upon termination of Your license of SilhouetteCentral, AML will take Your instance of SilhouetteCentral off line, but will offer You an archive of images and wound assessment records, according to AML's usual commercial charges for the cost of preparing the archive. This archive will be in the form of jpg images, an export of the wound measurement data in a CSV (comma separated value) format file, and an export of SilhouetteCentral format data. This archive will be provided to You using secure electronic delivery that AML will select at the time. Notwithstanding any other provision of this Agreement or the Terms of Use, AML will not exercise any suspension, termination, withholding or deletion right in a manner that prevents access to, or return of, patient records where such access or return is required by applicable law or an applicable Business Associate Agreement or data processing agreement. Subject to those requirements, AML retains its rights to suspend or terminate the Products and Services and to charge and recover applicable fees, including agreed data export and archival charges. Providing access to or returning records does not waive any payment obligation.
17. **Government Licenses of Software.** The Silhouette Software and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.
18. **Liability**: TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL AML BE LIABLE FOR PERSONAL INJURY OR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PRODUCTS, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF AML HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall AML's total liability to You for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty US Dollars (US$50.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose. Nothing in this Agreement or the Terms of Use excludes, restricts or modifies any right, remedy, guarantee or liability to the extent that doing so is prohibited by applicable law. This clause is subject to the order of precedence in clause 23.
19. **Compliance with Law:** You will not use the Products for any unlawful purpose or in furtherance of any illegal activity. You warrant that You will comply with all applicable federal, state and local laws, executive orders, and regulations. You further warrant that at all times when using the Products you will have obtained all consents and/or permissions as required by law to the transfer, hosting, processing, controlling, accessing and use for purposes authorized under the Order Form, the BAA and/or this Agreement, of any personal information, Protected Health Information (under HIPAA), Personal Data (under the GDPR) and/or other data provided, entered, transferred or received by you using the Products, and that your use of the Products will be conducted in accordance with all applicable laws, including but not limited to HIPAA and the GDPR, as applicable. Further, in instances where AML is hosting, processing, receiving, or being provided access to, Protected Health Information (PHI) that is subject to HIPAA, that hosting, processing or access will be subject to all of the terms of AML's standard Business Associate Agreement (BAA), available at https://www.aranzmedical.com/silhouette-legal and you agree to be bound thereby, except in instances where AML shall have entered into a separate Business Associate Agreement with you, in which case such separate Business Associate Agreement shall apply. Nothing in this Agreement or the Terms of Use excludes or transfers any privacy, confidentiality or security obligation that applicable law imposes on AML. AML's access to patient information, including through support activities and usage reporting, is subject to applicable law and any applicable BAA or data processing agreement. General permissions in the Terms of Use do not override those requirements.
20. **Notice**: Any notice to be given in terms of this CTEULA must be made in writing or by email sent to the address notified by either party to the other from time to time. Any communication by email will be deemed to be received when transmitted to the correct email address of the recipient and any communication in writing will be deemed to be received when left at the specified address of the recipient.
21. **Force Majeure**: AML will not be liable to You for any delay or failure of AML to perform its obligations hereunder if such delay or failure arises from cause or causes beyond the reasonable control of AML.
22. **Assignment**: You may not assign or transfer this Agreement or any of the rights or obligations under this Agreement without the prior written consent of AML.
23. **Agreement**: This Agreement constitutes the entire agreement between AML and You with respect to the subject matter hereof and supersedes any and all prior negotiations and agreements between AML and You with the exception of terms listed in the Order Form, a non-disclosure agreement that may separately be in force between AML and You, and separately negotiated terms in a written agreement signed by authorised representatives of AML and You that expressly govern the relevant Products or Services. The additional terms set forth in the Order Form and in the Terms of Use (and in the BAA, if applicable) are incorporated

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by reference in this Agreement, and You agree to abide by all of such additional terms. In the event of any conflict between the terms of the Order Form and the terms of this CTEULA, the terms of the Order Form shall govern. This Agreement and/or the Terms of Use may be revised by AML from time to time. By accepting any Renewed Term, by paying Support fees or by accepting any Update or Module offered by AML, You will be deemed to have agreed to, and will be bound by, all the terms and conditions of this Agreement and the Terms of Use in its and/or their then most current form, as posted at www.aranzmedical.com. No variation to the terms of this Agreement or the Terms of Use made by You will be binding on AML unless it is in writing and signed by both parties. Any order of precedence expressly agreed in a written agreement signed by authorised representatives of AML and You will govern. Installing or accepting an Update or Upgrade does not, by itself, amend any separately negotiated contractual term. An applicable Business Associate Agreement or data processing agreement prevails over this CTEULA and the Terms of Use only to the extent of a conflict concerning its subject matter. Except as expressly agreed otherwise, the remaining provisions of this CTEULA and the Terms of Use continue to apply. If a provision of this Agreement or the Terms of Use is invalid or unenforceable, it is severed only to the extent permitted and necessary under applicable law, and the remaining provisions continue in effect to the extent permitted by that law.

24. **Governing Law**: Where the customer set forth in the Order Form is located in the USA (as evidenced by the customer's address set forth in the Order Form), this Agreement is subject to the laws of the State of Delaware. In all other instances, this Agreement is subject to the laws of New Zealand and You agree to submit to the exclusive jurisdiction of the New Zealand courts.

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