

End-User License Agreement for Silhouette® Lite Product Suite

Effective Date: 1 July 2017

This End User License Agreement (this "Agreement" or this "EULA") is between You and ARANZ Medical Limited ("AML"), a New Zealand company. Your use of the SilhouetteLite and/or the SilhouetteLite+ application (the "Licensed Application") is subject to the terms and conditions of this Agreement. You acknowledge that You have read and understand this Agreement and that You accept this Agreement by clicking on the ACCEPT button. In addition, You may not use the Licensed Application until You or a Subscription Holder authorizing You to use its subscription, has subscribed to SilhouetteCentral and agreed to the separate End User License Agreement and Terms of Use applicable to same. Further, You may not use SilhouetteLite+ unless You have acquired the SilhouetteLite+ Sensor. For more details go to the Silhouette website at www.aranzmedical.com.

Your use of the Licensed Application is also subject to the App Store Terms and Conditions (<http://www.apple.com/legal/internet-services/itunes/us/terms.html>). If any terms of this Agreement conflict with the terms of the App Store Terms and Conditions, the terms of this Agreement shall control.

1. Defined Terms. As used in this EULA, the following terms have the following meanings:

AML (also **we**, **us** or **our**) means ARANZ Medical Limited.

Upgrade means a subsequent release of a Licensed Application provided or made available to You by AML.

"Licensed Application" means SilhouetteLite and/or SilhouetteLite+, and documentation provided or made available to You by AML in connection with and pertaining to the Licensed Application, whether in printed or electronic format, and any associated media or printed materials pertaining to the Licensed Application.

SilhouetteCentral means the executable code version of the application software for the storage and organization of wound data, produced by AML under the SILHOUETTECENTRAL™ trademark.

SilhouetteCentral Subscription means the subscription to SilhouetteCentral purchased by the Subscription Holder from AML. For clarity, a SilhouetteCentral Subscription can take one of two forms: (1) a license to install and use SilhouetteCentral on the Subscription Holder's own server, or (2) a subscription to use an instance of SilhouetteCentral hosted by AML.

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+ 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 device produced by AML under the SILHOUETTELITE+ SENSOR™ trademark.

Subscription Holder means the party holding a subscription to SilhouetteCentral who has authorized You to use the subscription.

You or **Your** means the end user of the Licensed Application.

2. License: AML grants You a revocable, non-exclusive, non-transferrable license to use the then current released version of the Licensed Application in accordance with this EULA and this license shall continue for the term continuing until the earlier of: (1) the date on which the Subscription Holder with whom you are affiliated ceases your authority to utilize its SilhouetteCentral Subscription, or (2) the expiration or other termination of the SilhouetteCentral Subscription; unless sooner terminated or revoked under the terms of this EULA. AML may modify, replace, refuse access to, suspend or discontinue the Licensed Application, partially or entirely, or change or modify prices for subscription to SilhouetteCentral for You or for all users in our sole discretion. All of these changes will be effective upon their posting on aranzmedical.com or by direct communication to you unless otherwise noted. Any use or attempted use of the Licensed Application inconsistent with, or in breach of, the license provided in this Agreement is a violation of the rights of AML and/or its licensors. If You breach this Agreement, You may be subject to prosecution and damages, and in addition AML will have the right to revoke Your license and block Your SilhouetteCentral Subscription. As provided for under 45 CFR §164.504, You may immediately terminate this Agreement if AML has breached a material provision of this Agreement. **"Use"** of the Licensed Application means loading, installing, running and

using the Licensed Application on an iPhone or iPad device provided by You, meeting a specification provided by AML.

3. Restrictions on Use: You agree not to:

- (a) translate, adapt, reverse-engineer or modify the Licensed Application, or do anything to circumvent the operation of the Licensed Application, or combine the Licensed Application with any other products;
- (b) separate any component of the Licensed Application for use with other than the device for which a license has been granted;
- (c) distribute or make the Licensed Application available over a network where it could be used by multiple devices at the same time;
- (d) lend, rent, lease, transfer, assign or otherwise deal in the Licensed Application without the prior written consent of AML;
- (e) export or extract data from the Licensed Application, except through a product or service provided by AML;
- (f) use the Licensed Application outside the field of human medicine or for any use or purposes for which governmental approvals have not been obtained.

In addition, the Licensed Application is designed to be used only by or under direct supervision of qualified, licensed health professionals and You agree that your Use of the Licensed Application will at all times abide by this restriction. You further agree that Your Use of the Licensed Application will at all times comply with the terms of the associated SilhouetteCentral Subscription.

You may not use or otherwise export or re-export the Licensed Application except as authorized by United States law. In particular, but without limitation, the Licensed Application 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 Licensed Application, 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.

- 4. HIPAA Regulations and Definitions.** This Agreement references subject matter described in the HIPAA Privacy and Security regulations found at 45 CFR Part 160 and Part 164. Terms used in this agreement, including but not limited to "Covered Entity", "Business Associate", "Protected Health Information ("PHI")", "use", "disclose", "Breach", and "Security Incident", will have the same meaning as defined in the above referenced regulations. Except as otherwise used herein, "Effective Date" will be the date and time that you agree to this Agreement. You must be authorized by a Covered Entity that is also a Subscription Holder to use the SilhouetteCentral Subscription and the Licensed Application with regard to PHI of that Subscription Holder and you must be qualified under HIPAA to receive PHI that belongs to that Subscription Holder. You warrant that you will at all times when using the SilhouetteCentral Subscription and the Licensed Application, be a Covered Entity or a Business Associate and, if applicable, will have agreed to the terms of the Business Associate Agreement sent to you by the Subscription Holder that is the owner of PHI provided to you through the SilhouetteCentral Subscription and the Licensed Application.
- 5. Upgrades:** The terms of this Agreement will govern any Upgrades provided by AML that replace and/or supplement the Licensed Application, unless such Upgrade is accompanied by a separate license, in which case the terms of that license will govern.
- 6. Protection of Proprietary Rights:** You acknowledge that all right, title and interest, and all proprietary rights, in the Licensed Application 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 Licensed Application or any enhancements or modifications of the Licensed Application. For the purposes of this EULA, "**Proprietary Rights**" means all intellectual or industrial property rights in the Licensed Application and all rights to patents, trademarks, trade names, inventions, designs, trade secrets, copyright and know-how relating to the origin, programming, operating and/or servicing of the Licensed Application and any enhancements or modifications of the Licensed Application. You must maintain all intellectual property notices appearing on the Licensed Application 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 Licensed Application.
- 7. Warranty Disclaimer:** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE LICENSED APPLICATION IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSED APPLICATION AND ANY SERVICES PERFORMED OR PROVIDED BY THE LICENSED APPLICATION ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT

WARRANTY OF ANY KIND, AND AML HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE LICENSED APPLICATION AND ANY SERVICES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND OF NONINFRINGEMENT OF THIRD-PARTY RIGHTS. AML DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE LICENSED APPLICATION, THAT THE FUNCTIONS CONTAINED IN OR SERVICES PERFORMED OR PROVIDED BY THE LICENSED APPLICATION WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE LICENSED APPLICATION OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED APPLICATION OR SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY AML OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE LICENSED APPLICATION OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

YOU ACKNOWLEDGE THAT THE LICENSED APPLICATION OPERATES IN A PREDICTIVE MANNER RELATIVE TO INPUT OF WHICH AML HAS NO CONTROL OVER THE COLLECTION, USE OR INTERPRETATION, AND YOU ACCEPT THE ENTIRE RISK AS TO THE USE AND THE RESULTS OF THE USE OF THE LICENSED APPLICATION IN THE TERMS OF CORRECTNESS, ACCURACY, RELIABILITY AND PERFORMANCE. YOU ALSO ACCEPT THE ENTIRE RISK AS TO ANY CONFLICT BETWEEN THE LICENSED APPLICATION AND OTHER SOFTWARE ON THE HARDWARE ON WHICH THE LICENSED APPLICATION IS INSTALLED.

- 8. Government Licenses of Software:** The Licensed Application 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.
- 9. Apple:** The following provisions are for the benefit of Apple:
- (a) You agree to abide by the Usage Rules set forth in the App Store Terms and Conditions.
 - (b) You and AML agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Licensed Application.
 - (c) You and AML agree, to the maximum extent permitted by applicable law, Apple will have no warranty obligations whatsoever with respect to the Licensed Application.
 - (d) You and AML agree, that Apple shall have no responsibility for addressing any claims by You or any third party relating to the Licensed Application or your possession and/or use of that Licensed Application, including, but not limited to: (i) product liability claims; (ii) any claim that the Licensed Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
 - (e) You and AML agree that in the event of any third party claim that the Licensed Application or Your possession and use of the Licensed Application infringes that third party's intellectual property rights, Apple will be not be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
 - (f) You and AML agree that Apple, and Apple's subsidiaries, are third party beneficiaries of this EULA, and that Apple will have the right (and will be deemed to have accepted the right) to enforce this EULA against you as a third party beneficiary thereof.
- 10. 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 LICENSED APPLICATION, 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.

- 11. Compliance with Laws:** You will not use the Licensed Application 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 Licensed Application and the SilhouetteCentral Subscription you will have obtained all consents and/or permissions as required by law to receive, transfer, use or provide any personal information, PHI, and/or other data provided, entered, transferred or received by you using the systems that comprise the Licensed Application and the SilhouetteCentral Subscription, and that your use of the Licensed Application and the SilhouetteCentral Subscription will be conducted in accordance with all applicable laws, including but not limited to HIPAA.
- 12. 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.
- 13. 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.
- 14. Agreement:** This Agreement constitutes the entire agreement of AML and You with respect to the subject matter hereof and supersedes any and all prior negotiations and agreements between AML and You. This Agreement may be amended by AML from time to time. By continuing to use the Licensed Application, you agree to be bound by such amendments. If any provision of this Agreement is for any reason held to be illegal or unenforceable, such provision will be deemed separable from the remaining provisions of this Agreement and will in no way affect or impair the validity or enforceability of the remaining provisions of this Agreement.
- 15. Governing Law:** This Agreement is subject to the laws of New Zealand and You agree to submit to the nonexclusive jurisdiction of the New Zealand courts. Your use of the Licensed Application may also be subject to other local, state, national, or international laws.
- 16. AML Contact Details:** The Licensed Application is licensed to You by:

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Any questions, complaints or claims, included but not limited to: (i) product liability claims, (ii) any claim that the Application fails to conform to any applicable legal or regulatory requirement and (iii) claims arising under consumer protection or similar legislation, regarding this Application, should be solely addressed to the AML contact details as listed above.