



End User License Agreement

Effective: April 15, 2021

This is an agreement (“**Agreement**”) between you (an individual or legal entity) (“**you**” or “**Client**”) and Verathon Inc., or its subsidiaries (“**Verathon**”) and governs your use of Verathon’s accessory Software sold by Verathon for use in conjunction with certain models of its BladderScan® portable, hand-held ultrasound imaging devices (“**Scanner**”) that connect to a computer via a communications cradle through USB ports. “**Use**” or “**Using**” means to download, install, activate, access or otherwise use the Software. “**Software**” means Verathon’s computer program; namely, Scan Point® Client Software and any Upgrades (as described below), made available to you by an authorized source and licensed to you by Verathon. “**Service**” means Verathon’s online service; namely, Scan Point® Online Service and any Upgrades (as described below), made available to you via the Internet and licensed to you by Verathon. “**Documentation**” is the Verathon user or technical manual, training materials, specifications or other documentation applicable to the Software or Service and made available to you by an authorized source. “**Authorized Source**” means (i) Verathon or (ii) Verathon’s authorized reseller or distributor from whom you acquired the Software. “**Entitlement**” means the license detail; including license metric, duration and quality provided in Verathon’s product part number, claim certificate or right to use notification. “**Upgrades**” means all updates, upgrades, bug fixes, error corrections, enhancements and other modifications to the Software or Service.

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This Agreement, any supplemental license terms, and any specific product terms (collectively, the “**EULA**”) govern your Use of the Service or Scan Point® Client Software detailed below:

Scan Point® Client Software. The Scan Point® QuickPrint (QP) application, Win32 Service and device drivers used in conjunction with the Client’s web browser software to receive and transmit data generated from the Scanner.

Scan Point® Online Service. The Service enables you to calibrate the Scanner to ensure accuracy.

1. **Acceptance of Terms.** By Using the Software and Service, you agree to be bound by the terms of the EULA. If you are entering into this EULA on behalf of an entity, you represent that you have authority to bind the entity.
2. **License.** Subject to payment of the applicable fees and in compliance with this EULA, Verathon grants you a limited, non-exclusive license to Use the Software, Service and Documentation solely for your internal operations and in accordance with the Entitlement and Documentation. Verathon licenses you the right to Use only the Software and Service you acquire from an Authorized Source. The license is valid upon completion of the registration.

Your license is valid solely for the applicable term in the Entitlement. Your right to Use the Software and Service begins on the date the Software is made available for download or installation, and access to the Service has been activated and continues until the end of the specified term, unless otherwise terminated in accordance with this Agreement. Subject to the provisions herein, there is no limitation on the number of users of a particular copy of the Software or accounts to access the Service, provided however that only you, your employees, agents, or independent contractors working on your behalf may be users of the Software and Service.

3. **Scan Point® Service.** Verathon will make available to Client the Service upon payment to Verathon of the applicable fee. The Service provides an online calibration feature that allows the user to calibrate the Scanner to ensure accuracy. Any Upgrades or revisions to the Service and Documentation that Verathon may create from time to time will be made available to you via the Internet without additional charge, for so long as your rights as

a licensee under this Agreement continue to be in force. As part of the Service, you authorize Scan Point to collect, store, and process for its own business purposes information about your Scanner and to use that information to provide and market services and products to you associated with your Scanner, the Software, and the Services.

4. **Ownership.** Verathon or its licensors retains ownership of all intellectual property rights in and to the Software and Service, including copies, improvements, enhancements, derivative works and modifications thereof. Your rights to Use the Software and Service are limited to those expressly granted by this EULA. No other rights with respect to the Software and Service or any related intellectual property rights are granted or implied.
5. **Limitations and Restrictions.** You will not, nor allow a third party to:
 - a. Transfer, sublicense, or assign your rights under this license to any other person or entity (except as provided herein), unless expressly authorized by Verathon in writing;
 - b. Modify, adapt or create derivative works of the Software, Service or Documentation;
 - c. Reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the Software and Service;
 - d. Make the functionality of the Software and Service available to third parties, whether as an application service provider, or on a rental, service bureau, cloud service, hosted service, or other similar basis unless expressly authorized by Verathon in writing;
 - e. Use Software that is licensed for a specific device, whether physical or virtual, on another device, unless expressly authorized by Verathon in writing;
 - f. Remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks on or within the Software, Service or Documentation.
6. **Limited Warranty and Disclaimer.**
 - a. Limited Warranty. Verathon warrants that the Software is free from defects in materials and workmanship and the Software, when properly installed, will conform to its specifications at time of sale, in each case under normal use in accordance with the Documentation, for one (1) year from date of invoice. Verathon does not warrant that the operation of the Software or Service will be uninterrupted or error free. You are responsible for providing and maintaining current back-ups and industry standard, updated, virus protection and firewall programs for your systems and data.
 - b. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH ABOVE, VERATHON AND ITS LICENSORS PROVIDE SOFTWARE AND SERVICE "AS IS" AND EXPRESSLY DISCLAIM ALL WARRANTIES, CONDITIONS OR OTHER TERMS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, WARRANTIES, CONDITIONS OR OTHER TERMS REGARDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, CONDITION, CAPACITY, PERFORMANCE, TITLE, AND NON-INFRINGEMENT. VERATHON DOES NOT WARRANT THAT THE SOFTWARE, SERVICE OR ANY EQUIPMENT, SYSTEM OR NETWORK ON WHICH THE SOFTWARE OR SERVICE IS USED WILL BE FREE OF VULNERABILITY TO INTRUSION OR ATTACK.
7. **Limitation of Liability.** IN NO EVENT WILL VERATHON BE LIABLE FOR THE FOLLOWING, REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, SERVICE OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES: (A) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR OTHER INDIRECT DAMAGES OR LOSSES; (B) LOSS OR CORRUPTION OF DATA, OR INTERRUPTED OR LOSS OF BUSINESS; OR (C) LOSS OF REVENUE, PROFITS, GOODWILL OR ANTICIPATED SALES OR SAVINGS. ALL LIABILITY OF VERATHON, ITS PARENT, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS COLLECTIVELY, TO YOU, WHETHER BASED IN WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL NOT EXCEED THE GREATER OF THE LICENSE FEES PAID BY YOU TO VERATHON OR ANY AUTHORIZED SOURCE FOR THE SOFTWARE OR SERVICE, OR \$1000. THIS LIMITATION OF LIABILITY FOR SOFTWARE AND SERVICE IS CUMULATIVE AND NOT PER INCIDENT. NOTHING IN THIS AGREEMENT LIMITS OR EXCLUDES ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW.

8. **Termination.** This EULA shall remain effective until terminated or until the expiration of the applicable license or subscription term. You may terminate the EULA at any time by ceasing use of or destroying all copies of the Software and requesting Verathon to deactivate access to the Service. This EULA will immediately terminate without notice from Verathon if you fail to comply with any of the terms of this EULA. Upon termination of this EULA, you shall destroy all copies of the Software in your possession or control in a timely manner. Upon termination of this EULA for any reason, the license granted hereunder shall immediately terminate. All other terms and conditions of this EULA shall survive termination, and you shall continue to be bound by all such surviving terms and conditions including without limitation those relating to ownership, disclaimer, and limitation of liability.
9. **Transferability.** You may transfer the Software and Service and assign your rights and obligations under this Agreement only to a purchaser or transferee of the Scanner; provided, however, that the assignee must agree to be bound by the terms and conditions of this Agreement. Any attempt to transfer or assign any of the rights not in compliance with the foregoing shall be void and of no effect.
10. **Modification.** Verathon reserves the right to amend or modify this EULA at any time without notice and without any liability to you.
11. **U.S. Government End Users.** The Software, Service and Documentation are “commercial items,” as defined under the Federal Acquisition Regulation (“FAR”) 48 CFR § 2.101 (October 1995), consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in FAR § 12.212 (September 1995). Consistent with FAR 12.212 (Technical Data) and FAR 12.212 (Computer Software) and Defense Federal Acquisition Regulation Supplement (“DFAR”) 227.7202-1 through 227.7202-4 (June 1995), and notwithstanding any other FAR or other contractual clauses to the contrary in any agreement to which this EULA may be incorporated, all U.S. Government licensees and end users will acquire the Software, Service and Documentation with only those rights set forth in this EULA. Any license provisions that are inconsistent with federal procurement regulations are not enforceable against the U.S. Government.
12. **Export.** The Software, Service, products, and technology are subject to local and extraterritorial export control laws and regulations. You and Verathon each will comply with such laws and regulations governing use, export, re-export, and transfer of the Software, Service, products and technology and will obtain all required local and extraterritorial authorizations, permits or licenses.
13. **Governing Law.** To the extent permitted under applicable law, this EULA shall be construed, interpreted and governed by the laws of the State of Washington and the United States of America without regard to conflicts of law provision thereof. The parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods. In addition, no person who is not a party to the EULA shall be entitled to enforce or take the benefit of any of its terms under the Contracts (Right of Third Parties) Act 1999. Notwithstanding the above, either party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such party’s intellectual property or proprietary rights.
14. **Integration.** If any portion of this EULA is found to be void or unenforceable, the remaining provisions of the EULA shall remain in full force and effect. This EULA constitutes the entire agreement between the parties with respect to the license of the Software and Verathon’s provision of the Services and supersedes any conflicting or additional terms contained in any purchase order or elsewhere, all of which terms are excluded. The parties agree that the English version of the EULA will govern in the event of a conflict between it and any version translated into another language.

Should you have any questions concerning this Agreement, or if you desire to contact Verathon for any reason, please see www.verathon.com “Contact Us” for the address of Verathon offices serving your country, or write to: Verathon Inc. 20001 North Creek Parkway, Bothell, Washington, 98011 USA.