



Terms and Conditions for the USA

[Software License Evaluation and Trial Period Agreement for the USA](#)

[OLEA MEDICAL Software End-User License Agreement for the USA](#)

Terms and Conditions for the Rest of the World

[Software License Evaluation and Trial Period Agreement for the Rest of the World](#)

[OLEA MEDICAL Software End-User License Agreement for the Rest of the World](#)

SOFTWARE LICENSE EVALUATION AND TRIAL PERIOD AGREEMENT FOR THE USA

1. These terms and conditions, the Solution Store Specific Terms & Conditions("S3-TC"), which incorporate the OLEA MEDICAL Software End-User License Agreement for the USA as applied by Olea Medical Solutions Inc. ("Olea Medical") at any given time, apply between Olea Medical and a licensee when Olea Medical distributes a product to the licensee through Siemens Medical Solutions USA Inc.("Siemens") so called Solution Store, according to an App Developer Agreement between Olea Medical and Siemens, for the licensee's evaluation and test of such Olea Medical product, free of charge and for a limited time. The S3-TC and the Limited Trial License Terms and Conditions are collectively referred to as the Trial Period Agreement. In the event of any conflict or inconsistency between the S3-TC and the Limited Trial License Terms and Conditions, the S3-TC shall prevail.
2. Distribution to the licensee through the Siemens Solution Store is subject to the licensee having a valid Solution Store Agreement with Siemens. If the Solution Store Agreement expires or is terminated for whatever reason, or if Siemens suspends the licensee's rights according to the Solution Store Agreement, Olea Medical is entitled to terminate the Trial Period Agreement or suspend the licensee's right to use the product and/or other rights hereunder at Olea Medical's sole discretion.
3. Distribution to the licensee through the Siemens Solution Store is subject to Olea Medical having a valid App Developer Agreement with Siemens. If the App Developer Agreement expires or is terminated for whatever reason, Olea Medical is entitled to terminate the Trial Period Agreement at Olea Medical's sole discretion.
4. Neither the conclusion of the Trial Period Agreement, nor the performance of the rights and obligations conferred hereunder, will constitute a contractual relationship between the licensee and Siemens attributable to the licensee's use of Olea Medical's products or services, notwithstanding that Siemens makes available the Solution Store for distribution of such products and services and may be engaged by Olea Medical as subcontractor in the fulfillment of Olea Medical's obligations under the Trial Period Agreement.
5. Conclusion of the Trial Period Agreement becomes effective when the licensee has accepted these terms and conditions and received an e-mail from Olea Medical confirming that the Trial Period Agreement is concluded. The Trial Period Agreement is valid for 90 days from the date when the use of the product is activated through the Siemens Solution Store and terminates without any additional termination. However, Olea Medical is entitled to terminate the Trial Period Agreement at any time at Olea Medical's sole discretion, without giving prior notice or reasons. Further, each of Olea Medical and Siemens are entitled to suspend the licensee's rights according to the Trial Period Agreement at any time at their sole discretion, without giving prior notice or reasons.
6. Olea Medical may, but is not obliged, to offer the licensee to continue using the product under an ordinary software license, subject to payment of a license fee and subject to other terms and conditions offered (as the case may be) by Olea Medical.
7. The licensee's use of the product is subject to the licensee meeting the technical and other requirements applied by Olea Medical from time to time at its sole discretion. Such requirements and changes thereof may be provided by Olea Medical without giving prior notice and may make the use of the product dependent on the use of an update or subject to other restrictions.
8. For the avoidance of doubt it is clarified that Olea Medical is not obliged to provide any support or other services under the Trial Period Agreement. Olea Medical may at its discretion assist the licensee when activating and testing the product.
9. Olea Medical is entitled to monitor, and to let Siemens monitor, the licensee's use of the product to the extent deemed necessary by Olea Medical, however only for Olea Medical's and/or Siemens' internal business purposes.
10. Olea Medical is entitled to engage Siemens or any other of its business partners as subcontractors for fulfilling its obligations under the Trial Period Agreement.
11. The licensee undertakes to ensure that its use of the product (and any services as the case may be) always complies with any applicable law and that it obtains and maintains all necessary permits and registrations. In addition to the restrictions of use laid down in the Limited Trial License Terms and Conditions, the licensee undertakes to ensure that its use of the product (and any services as the case may be) will not: (i) constitute a threat to the security or functionality of Olea Medical's, Siemens' or any third party's systems or business, (ii) adversely impact Olea Medical, Siemens or any third party, in particular, without limitation, not present any risk of personal injury, (iii) not subject Olea Medical, Siemens or any third party to liability.
12. The licensee undertakes to promptly inform Olea Medical if it becomes aware of any circumstances indicating that the product (or any services as the case may be): (i) constitutes a threat to the security or functionality of Olea Medical's, Siemens' or any third party's systems or business, or (ii) may adversely impact Olea Medical, Siemens or any third party, in particular, without limitation, not present any risk of personal injury. The licensee further undertakes to promptly inform Olea Medical about any measures of authorities or court decisions which may possibly hinder use of the product (or any services as the case may be).
13. The licensee undertakes to indemnify and hold harmless Olea Medical and Siemens against any claims, damages and costs (including reasonable legal fees) arising out of or in connection with a breach by the licensee of the Trial Period Agreement or applicable law.
14. As laid down in section 4 above, the Trial Period Agreement and/or the fulfillment thereof does not constitute a contractual relationship between the licensee and Siemens attributable to the licensee's use of Olea Medical's products and/or services, and the products and services are exclusively rendered by Olea Medical. Hence, the licensee undertakes not to direct any claims against Siemens attributable to the Trial Period Agreement or otherwise to the licensee's use of Olea Medical's products and/or services. Should the licensee nevertheless direct such claim against Siemens, it is obliged to indemnify and hold Olea Medical harmless for any claims from Siemens against Olea Medical attributable to the licensee's claim against Siemens.

Olea Medical is entitled to amend the terms and conditions of the Trial Period Agreement at any time at its reasonable discretion. Olea Medical undertakes to inform the licensee with at least 30 days prior written notice and by providing the licensee the amended terms. The amended terms and conditions will become binding upon the parties upon expiry of the abovementioned notification period, unless the licensee objects to the amendments in writing prior to the expiry of the notification period. If the licensee objects to the amendments, Olea Medical may elect to terminate the Trial Period Agreement according to Section 5 above.

OLEA MEDICAL SOFTWARE END-USER LICENSE AGREEMENT FOR THE USA

Please read this End-User License Agreement carefully.

By using OLEA MEDICAL Software you are considered to have read and accepted following terms.

IMPORTANT: THIS END USER LICENSE AGREEMENT ("EULA" or "AGREEMENT") IS A LEGAL AGREEMENT BETWEEN THE PERSON, COMPANY, OR ORGANIZATION THAT HAS LICENSED THIS SOFTWARE ("YOU" OR "LICENSEE") AND OLEA MEDICAL SOLUTIONS INC., LOCATED AT 1955 MASSACHUSETTS AVE. SUITE 14, CAMBRIDGE, MASSACHUSETTS 02140, USA ("COMPANY"). READ IT CAREFULLY BEFORE COMPLETING THE INSTALLATION PROCESS AND USING THE SOFTWARE. BY INSTALLING AND/OR USING THE SOFTWARE, YOU ARE CONFIRMING YOUR ACCEPTANCE OF THE SOFTWARE AND AGREEING TO BECOME BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, OR DO NOT HAVE AUTHORITY TO AGREE TO THESE TERMS, THEN DO NOT INSTALL OR USE THE SOFTWARE AND RETURN THE SOFTWARE TO YOUR PROVIDER.

1. Definitions

- 1.1 **"Agreement" or "EULA"** means this End-User License Agreement that forms the entire agreement between You and the Company regarding the use of the Software.
- 1.2 **"Company"** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to OLEA MEDICAL SOLUTIONS INC., 1955 Massachusetts Ave. suite 14, Cambridge, Massachusetts 02140, USA.
- 1.3 **"Content"** refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.
- 1.4 **"Device"** means any device that can access the Software such as a computer, a cellphone or a digital tablet.
- 1.5 **"Software"** means any and all OLEA MEDICAL software provided by the Company, downloaded and/or used by You, which is not a Medical Device.
- 1.6 **"Third-Party Services"** means any services or content (including data, information, applications and other products services) provided by a third-party that may be displayed, included or made available by the Software.
- 1.7 **"You"** means the individual accessing or using the Software, or the company or other legal entity on behalf of which such individual is accessing or using the Software, as applicable.

2. Acknowledgment

This Agreement is a legal document between You and the Company and it governs your use of the Software made available to You by the Company. The Software is licensed to You by the Company for use strictly in accordance with the terms of this Agreement.

3. License

The Company grants You a revocable, non-exclusive, non-transferable, non-sublicensable and time-limited license to download, install and internally use the Software, free of charge, strictly in accordance with the terms of this Agreement, the documentation (where applicable) and the instructions supplied by the Company, in order to test and evaluate the Software.

The license that is granted to You by the Company is solely for your personal, non-commercial purposes strictly in accordance with the terms of this Agreement.

At the end of the trial license period, You will either enter into an agreement with the Company for the continued use of the Software on commercial terms and conditions, or stop using the Software.

4. Third-Party Services

The Software may display, include or make available third-party content (including data, information, applications and other products services) or provide links to third-party websites or services.

You acknowledge and agree that the Company shall not be responsible for any Third-party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. The Company does not assume and shall not have any liability or responsibility to You or any other person or entity for any Third-party Services.

You must comply with applicable Third parties' Terms of agreement when using the Software. Third-party Services and links thereto are provided solely as a convenience to You and You access and use them entirely at your own risk and subject to such third parties' Terms and conditions.

5. Permitted Use

- 5.1 You may make one copy of the Software in machine-readable form solely for backup purposes. You must reproduce on any such copy all copyright notices and any other proprietary legends on the original copy of the Software. You may not sell or transfer any copy of the Software made for backup purposes.
- 5.2 Your license rights under this EULA are nonexclusive, nontransferable, and non-assignable.
- 5.3 There are technological measures in this Software that are designed to prevent unlicensed or illegal use of the Software. You agree to follow any requirements regarding such technological measures. You may also need to reactivate the Software if You modify your computer hardware or install the Software on another computer. Software activation may be based on the exchange of information between your computer and Company. None of this information contains personally identifiable information nor can they be used to identify any personal information about You or any characteristics of your computer configuration.

6. Prohibited Actions

- 6.1 Other than as set forth in Section 3, You may not make or distribute copies of the Software, or electronically transfer the Software from one computer to another or over a network.
- 6.2 You may not alter, merge, modify, adapt or translate the Software, or decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-perceivable form, in any way.
- 6.3 Unless expressly permitted by Company, You may not rent, lease, or sublicense the Software.
- 6.4 Unless expressly permitted by Company, You may not modify the Software or create derivative works based upon the Software.
- 6.5 You may not use the Software to develop Licensee Application Software that competes with the Software.

In the event that you fail to comply with this EULA, Company may terminate the license and you must destroy all copies of the Software. All other rights of both parties and all other provisions of this EULA will survive such termination.

7. Software Updates

If this copy of the Software is an update from an earlier version of the Software, before You may install or use the Software Update, you must possess a valid license of an earlier version of the Software to be updated.

You may then continue to use each earlier version copy of the Software to which this update copy relates on your computer after You receive this update copy, provided that,

- a) the updated copy and the earlier version copy are installed and/or used on the same computer only and the earlier version copy is not installed and/or used on any other computer;
- b) You comply with the terms and conditions of the earlier version's end user license agreement with respect to the installation and/or use of such earlier version copy;
- c) the earlier version copy or any copies thereof on any computer are not transferred to another computer unless all copies of this update copy on such computer are also transferred to such other computer; and
- d) You acknowledge and agree that any obligation Company may have to support and/or offer support for the earlier version of the Software may be ended upon availability of the update.

8. Software Upgrades

If this copy of the Software is an upgrade from an earlier version of the Software, You may NOT continue to use each earlier version copy of the Software to which this upgrade copy relates. The Software upgrade is considered as new Software and subject to the general terms of this Agreement or the End User License Agreement that accompanies the upgrade.

9. Reservation of Rights

Title to and ownership of Software, and all proprietary rights or intellectual property rights with respect to the Software, remains exclusively with Company or its licensors. The license does not constitute a sale of the Software or any portion or copy of it.

10. Term and Termination

This Agreement shall remain in effect until terminated by You or the Company. The Company may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from the Company, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the Software and all copies thereof from your Device or from your computer.

Upon termination of this Agreement, You shall cease all use of the Software and delete all copies of the Software from your Device.

Termination of this Agreement will not limit any of the Company's rights or remedies at law or in equity in case of breach by You (during the term of this Agreement) of any of your obligations under the present Agreement.

11. Indemnification

You agree to indemnify and hold the Company and its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your: (a) use of the Software; (b) violation of this Agreement or any law or regulation; or (c) violation of any right of a third party.

12. No Warranties

The Software is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Software, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Software will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Software, or the information, content, and materials or products included thereon; (ii) that the Software will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Software; or (iv) that the Software, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law. To the extent any warranty exists under law that cannot be disclaimed, the Company shall be solely responsible for such warranty.

13. Limitation of Liability

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Agreement and your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You for the Software or through the Software or 100 USD if You haven't purchased anything through the Software.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Software, third-party software and/or third-party hardware used with the Software, or otherwise in connection with any provision of this Agreement), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You.

14. Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

15. Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

16. Product Claims

The Company does not make any warranties concerning the Software.

17. United States Legal Compliance

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

18. Changes to this Agreement

The Company reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at the sole discretion of the Company.

By continuing to access or use the Software after any revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, You are no longer authorized to use the Software.

19. Governing Law

The laws of the State of New York in the United States of America, excluding its conflicts of law rules, shall govern this Agreement and your use of the Software. Your use of the Software may also be subject to other local, state, national, or international laws.

20. Entire Agreement

The Agreement constitutes the entire agreement between You and the Company regarding your use of the Software and supersedes all prior and contemporaneous written or oral agreements between You and the Company.

You may be subject to additional terms and conditions that apply when You use or purchase other Company's services, which the Company will provide to You at the time of such use or purchase.

SOFTWARE LICENSE EVALUATION AND TRIAL PERIOD AGREEMENT FOR THE REST OF THE WORLD

1. These terms and conditions, the Solution Store Specific Terms & Conditions("S3-TC"), which incorporate the OLEA MEDICAL Software End-User License Agreement for the Rest of the World as applied by Olea Medical S.A.S. ("Olea Medical") at any given time, apply between Olea Medical and a licensee when Olea Medical distributes a product to the licensee through Siemens Healthcare GmbH ("Siemens") so called Solution Store, according to an App Developer Agreement between Olea Medical and Siemens, for the licensee's evaluation and test of such Olea Medical product, free of charge and for a limited time. The S3-TC and the Limited Trial License Terms and Conditions are collectively referred to as the Trial Period Agreement. In the event of any conflict or inconsistency between the S3-TC and the Limited Trial License Terms and Conditions, the S3-TC shall prevail.
2. Distribution to the licensee through the Siemens Solution Store is subject to the licensee having a valid Solution Store Agreement with Siemens. If the Solution Store Agreement expires or is terminated for whatever reason, or if Siemens suspends the licensee's rights according to the Solution Store Agreement, Olea Medical is entitled to terminate the Trial Period Agreement or suspend the licensee's right to use the product and/or other rights hereunder at Olea Medical's sole discretion.
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4. Neither the conclusion of the Trial Period Agreement, nor the performance of the rights and obligations conferred hereunder, will constitute a contractual relationship between the licensee and Siemens attributable to the licensee's use of Olea Medical's products or services, notwithstanding that Siemens makes available the Solution Store for distribution of such products and services and may be engaged by Olea Medical as subcontractor in the fulfillment of Olea Medical's obligations under the Trial Period Agreement.
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6. Olea Medical may, but is not obliged, to offer the licensee to continue using the product under an ordinary software license, subject to payment of a license fee and subject to other terms and conditions offered (as the case may be) by Olea Medical.
7. The licensee's use of the product is subject to the licensee meeting the technical and other requirements applied by Olea Medical from time to time at its sole discretion. Such requirements and changes thereof may be provided by Olea Medical without giving prior notice and may make the use of the product dependent on the use of an update or subject to other restrictions.
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11. The licensee undertakes to ensure that its use of the product (and any services as the case may be) always complies with any applicable law and that it obtains and maintains all necessary permits and registrations. In addition to the restrictions of use laid down in the Limited Trial License Terms and Conditions, the licensee undertakes to ensure that its use of the product (and any services as the case may be) will not: (i) constitute a threat to the security or functionality of Olea Medical's, Siemens' or any third party's systems or business, (ii) adversely impact Olea Medical, Siemens or any third party, in particular, without limitation, not present any risk of personal injury, (iii) not subject Olea Medical, Siemens or any third party to liability.
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14. As laid down in section 4 above, the Trial Period Agreement and/or the fulfillment thereof does not constitute a contractual relationship between the licensee and Siemens attributable to the licensee's use of Olea Medical's products and/or services, and the products and services are exclusively rendered by Olea Medical. Hence, the licensee undertakes not to direct any claims against Siemens attributable to the Trial Period Agreement or otherwise to the licensee's use of Olea Medical's products and/or services. Should the licensee nevertheless direct such claim against Siemens, it is obliged to indemnify and hold Olea Medical harmless for any claims from Siemens against Olea Medical attributable to the licensee's claim against Siemens.

Olea Medical is entitled to amend the terms and conditions of the Trial Period Agreement at any time at its reasonable discretion. Olea Medical undertakes to inform the licensee with at least 30 days prior written notice and by providing the licensee the amended terms. The amended terms and conditions will become binding upon the parties upon expiry of the abovementioned notification period, unless the licensee objects to the amendments in writing prior to the expiry of the notification period. If the licensee objects to the amendments, Olea Medical may elect to terminate the Trial Period Agreement according to Section 5 above.

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1. Definitions

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- 1.2 **"Company"** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to OLEA MEDICAL S.A.S, Z.I. Athélia IV, 93 Avenue des Sorbiers, 13600 La Ciotat, FRANCE, RCS 505 251 355 000 28.
- 1.3 **"Content"** refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.
- 1.4 **"Device"** means any device that can access the Software such as a computer, a cellphone or a digital tablet.
- 1.5 **"Software"** means any and all OLEA MEDICAL software provided by the Company, downloaded and/or used by You, which is not a Medical Device.
- 1.6 **"Third-Party Services"** means any services or content (including data, information, applications and other products services) provided by a third-party that may be displayed, included or made available by the Software.
- 1.7 **"You"** means the individual accessing or using the Software, or the company or other legal entity on behalf of which such individual is accessing or using the Software, as applicable.

2. Acknowledgment

This Agreement is a legal document between You and the Company and it governs your use of the Software made available to You by the Company. The Software is licensed to You by the Company for use strictly in accordance with the terms of this Agreement.

3. License

The Company grants You a revocable, non-exclusive, non-transferable, non-sublicensable and time-limited license to download, install and internally use the Software, free of charge, strictly in accordance with the terms of this Agreement, the documentation (where applicable) and the instructions supplied by the Company, in order to test and evaluate the Software.

The license that is granted to You by the Company is solely for your personal, non-commercial purposes strictly in accordance with the terms of this Agreement.

At the end of the trial license period, You will either enter into an agreement with the Company for the continued use of the Software on commercial terms and conditions, or stop using the Software.

4. Third-Party Services

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You acknowledge and agree that the Company shall not be responsible for any Third-party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. The Company does not assume and shall not have any liability or responsibility to You or any other person or entity for any Third-party Services.

You must comply with applicable Third parties' Terms of agreement when using the Software. Third-party Services and links thereto are provided solely as a convenience to You and You access and use them entirely at your own risk and subject to such third parties' Terms and conditions.

5. Permitted Use

- 5.1 You may make one copy of the Software in machine-readable form solely for backup purposes. You must reproduce on any such copy all copyright notices and any other proprietary legends on the original copy of the Software. You may not sell or transfer any copy of the Software made for backup purposes.
- 5.2 Your license rights under this EULA are nonexclusive, nontransferable, and non-assignable.
- 5.3 There are technological measures in this Software that are designed to prevent unlicensed or illegal use of the Software. You agree to follow any requirements regarding such technological measures. You may also need to reactivate the Software if You modify your computer hardware or install the Software on another computer. Software activation may be based on the exchange of information between your computer and Company. None of this information contains personally identifiable information nor can they be used to identify any personal information about You or any characteristics of your computer configuration.

6. Prohibited Actions

- 6.1 Other than as set forth in Section 3, You may not make or distribute copies of the Software, or electronically transfer the Software from one computer to another or over a network.
- 6.2 You may not alter, merge, modify, adapt or translate the Software, or decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-perceivable form, in any way.
- 6.3 Unless expressly permitted by Company, You may not rent, lease, or sublicense the Software.
- 6.4 Unless expressly permitted by Company, You may not modify the Software or create derivative works based upon the Software.
- 6.5 You may not use the Software to develop Licensee Application Software that competes with the Software.

In the event that you fail to comply with this EULA, Company may terminate the license and you must destroy all copies of the Software. All other rights of both parties and all other provisions of this EULA will survive such termination.

7. Software Updates

If this copy of the Software is an update from an earlier version of the Software, before You may install or use the Software Update, you must possess a valid license of an earlier version of the Software to be updated.

You may then continue to use each earlier version copy of the Software to which this update copy relates on your computer after You receive this update copy, provided that,

- a) the updated copy and the earlier version copy are installed and/or used on the same computer only and the earlier version copy is not installed and/or used on any other computer;
- b) You comply with the terms and conditions of the earlier version's end user license agreement with respect to the installation and/or use of such earlier version copy;
- c) the earlier version copy or any copies thereof on any computer are not transferred to another computer unless all copies of this update copy on such computer are also transferred to such other computer; and
- d) You acknowledge and agree that any obligation Company may have to support and/or offer support for the earlier version of the Software may be ended upon availability of the update.

8. Software Upgrades

If this copy of the Software is an upgrade from an earlier version of the Software, You may NOT continue to use each earlier version copy of the Software to which this upgrade copy relates. The Software upgrade is considered as new Software and subject to the general terms of this Agreement or the End User License Agreement that accompanies the upgrade.

9. Reservation of Rights

Title to and ownership of Software, and all proprietary rights or intellectual property rights with respect to the Software, remains exclusively with Company or its licensors. The license does not constitute a sale of the Software or any portion or copy of it.

10. Term and Termination

This Agreement shall remain in effect until terminated by You or the Company. The Company may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from the Company, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the Software and all copies thereof from your Device or from your computer.

Upon termination of this Agreement, You shall cease all use of the Software and delete all copies of the Software from your Device.

Termination of this Agreement will not limit any of the Company's rights or remedies at law or in equity in case of breach by You (during the term of this Agreement) of any of your obligations under the present Agreement.

11. Indemnification

You agree to indemnify and hold the Company and its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your: (a) use of the Software; (b) violation of this Agreement or any law or regulation; or (c) violation of any right of a third party.

12. No Warranties

The Software is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Software, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Software will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Software, or the information, content, and materials or products included thereon; (ii) that the Software will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Software; or (iv) that the Software, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law. To the extent any warranty exists under law that cannot be disclaimed, the Company shall be solely responsible for such warranty.

13. Limitation of Liability

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Agreement and your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You for the Software or through the Software or 100 USD if You haven't purchased anything through the Software.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Software, third-party software and/or third-party hardware used with the Software, or otherwise in connection with any provision of this Agreement), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You.

14. Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

15. Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

16. Product Claims

The Company does not make any warranties concerning the Software.

17. United States Legal Compliance

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

18. Changes to this Agreement

The Company reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at the sole discretion of the Company.

By continuing to access or use the Software after any revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, You are no longer authorized to use the Software.

19. Governing Law

The laws of France, excluding its conflicts of law rules, shall govern this Agreement and your use of the Software. Your use of the Software may also be subject to other local, state, national, or international laws.

20. Entire Agreement

The Agreement constitutes the entire agreement between You and the Company regarding your use of the Software and supersedes all prior and contemporaneous written or oral agreements between You and the Company.

You may be subject to additional terms and conditions that apply when You use or purchase other Company's services, which the Company will provide to You at the time of such use or purchase.