

TERMS OF USE

Your access to the Kestra CareStation™ remote monitoring system available at <https://carestation.kestramedical.com> ("the System") is subject to the following Terms of Use, which may be updated by Kestra Medical Technologies, Inc. and its affiliates ("Kestra", "us", "we") from time to time without notice to you. As used herein, "your", "you", "company", and "user" refer to the organization, company, hospital, etc. agreeing to these Terms of Use. By accessing or using the System, you agree that you have read, understand, and agree to the Terms of Use, as they may be amended from time to time, as well as to the terms of our Privacy Policy, which is hereby incorporated into these Terms of Use and available at <https://www.kestramedical.com/privacy-policy-carestation>. You are responsible for periodically reviewing these Terms of Use for applicable changes. Your use of the System after posting by us of any changes to these Terms of Use constitutes your acceptance to those changes.

In addition, Kestra reserves the right to modify, limit, interrupt, suspend or discontinue some or all of the services and features of the System (collectively "Changes") without notice or liability to you. The Changes may be temporary or permanent, and can include additions to this Terms of Use that are separate agreements between you and Kestra, or other additions that can be posted or accessible at the System website <https://carestation.kestramedical.com>.

Confidential and Proprietary Information. The documentation and access to the System provided to you are confidential and proprietary information of Kestra. By accepting the documentation or accessing the System you agree to the following:

- (i) you will not share the documentation or access to the System with third parties;
- (ii) you will not make copies of the documentation or capture images or recordings while using the System;
- (iii) you will keep the documentation and access to the System under your direct control and confidential when using the documentation and the System; and
- (iv) you will store the documentation in a secure manner when you are not using the documentation.

License. The System, its proprietary software, documentation, reports generated by the System, and certain intellectual property associated with the system are owned by Kestra. Any software and documentation provided to you must be returned to Kestra after completing the term of your agreement with Kestra. Subject to your compliance with these Terms of Use, Kestra grants you a nonexclusive license to use the System, reports, proprietary software, and intellectual property solely for providing medical care to your patients.

You agree you will only use the System as authorized in your agreement with Kestra. By using the System, you acknowledge that ownership of the System, proprietary software, and documentation remains with Kestra, and you agree you will use the System, proprietary software, documentation, and intellectual property only during the term in your agreement with Kestra.

Open Source Software. Certain software components (referred to herein as “Open Source Components”) that are used with or in the System are owned by their authors and licensed to Kestra under various open source license agreements. As required by the terms of these open source license agreements, Kestra offers to make the source code corresponding to the Open Source Components available upon request.

NO WARRANTY FOR OPEN SOURCE COMPONENTS

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE OPEN SOURCE COMPONENTS ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY AGAINST INFRINGEMENT OR ANY VIOLATION OF INTELLECTUAL PROPERTY RIGHTS COVERING THE OPEN SOURCE COMPONENTS. IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW WILL ANY PARTY, INCLUDING KESTRA MEDICAL TECHNOLOGIES INC OR ITS AFFILIATES, BE LIABLE FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN SOURCE COMPONENTS (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY ANY PARTY FOR A FAILURE OF THE OPEN SOURCE COMPONENTS TO OPERATE WITH ANY OTHER PROGRAMS).

Prohibited Actions. Except as expressly permitted under applicable law that cannot be waived, you agree you will NOT perform, aid, or condone any party in performing any of the following:

- (i) disabling or circumventing access controls of the System or allowing access to the System by a person who is not authorized by you or Kestra;
- (ii) copying or reproducing any part of the System including the software and documentation;
- (iii) removing or destroying any proprietary copyright notices or other legends and labeling that are part of the System including the software and documentation, and including such notices, legends, labeling on reports generated by the System;
- (iv) removing or downloading the software from the System;
- (v) reverse engineering the System including the software (reverse engineering as used herein includes but is not limited to modifying, decompiling, sniffing, or reconstructing the system software);
- (vi) using the System in a way that violates any applicable law or regulation, including privacy, HIPAA, and data security laws;
- (vii) using the System to stalk, harass, impersonate or otherwise violate the rights of a patient or other third party, including without limitation using the System to send any communication to any other party that is defamatory, obscene, “spam” or any unsolicited communication;
- (viii) using the System to distribute any computer virus, ransomware, worm, or other software component not authorized by Kestra;
- (ix) accessing the System from a country or territory in which the System is not approved or is illegal.

Terms of Use

If you fail to comply with these Terms of Use, Kestra may terminate your access to the System without notice to you. After such termination, the non-exclusive license described above will be terminated, and you will no longer be authorized to use or access the System.

Privacy Policy. By accessing or using the System, you agree that you have read, understand, and agree to the Privacy Policy available at <https://www.kestramedical.com/notice-of-privacy-practices>, which may be updated by Kestra from time to time without notice to you. You are responsible for periodically reviewing the Privacy Policy for applicable changes. Your use of the System after posting by us of any changes to the Privacy Policy constitutes your acceptance to those changes.

Force Majeure. You agree that Kestra will not be liable for any failure or delay in performing the services of the System due to any of the following causes: acts of God, natural catastrophes, weather conditions, fires, accident, riots, civil disobedience, war, terrorist act, epidemic, pandemic, quarantine, failure of communication networks, failure of cloud services, computer hacking including ransomware, governmental acts or omissions, changes in laws or regulations, national strikes, embargoes or inability to obtain raw materials or energy, and other causes beyond the reasonable control of Kestra.

Indemnification. You agree to defend and indemnify Kestra and its officers, directors, employees, consultants, affiliates, subsidiaries and agents from and against any claim brought by a third party, and any related liability, damage, loss, and expense, including reasonable attorneys' fees and costs, arising out of or in connection with your misuse of the System including reports or data provided by the System; your gross negligence, bad faith or willful misconduct; non-compliance with this Terms of Use, or any applicable law or regulation; and your violation of any third party right by unintended use of the System improperly or in combination with systems or components not provided by Kestra.

Additions. Your access to and use of the System is subject to all additional provisions and terms applicable to the System that Kestra may post on or link to from System website <https://carestation.kestramedical.com>, and any related agreements between you and Kestra (collectively "Additions"). All Additions are hereby incorporated by reference into this Terms of Use. As between Additions and this Terms of Use, the Additions shall control if there is a conflict.

Third-Party Websites and Services. The System may provide links to other web sites operated by third parties. These links are being provided as a convenience; they do not constitute an endorsement or an approval by Kestra of any of the products, services, advice or opinions provided by the third party web sites. Kestra bears no responsibility for the accuracy, legality or content of the third party web sites, including those linked by the third party web sites. Further, Kestra makes no representation and makes no warranty regarding any aspect of such third party web site including without limitation their operation, availability, content, hyperlinks, support, maintenance, and security.

The System may enable you to upload information to or download information from third party applications or services ("Information Transfers"). By making an Information Transfer using the System, you agree that you are authorized and permitted under applicable law to make such Information Transfer, and further, you agree and authorize Kestra to make such Information Transfers for you in accordance with the Privacy Policy. Enabling an Information Transfer using the System does not constitute an endorsement or an approval by Kestra of any of the products, services, advice or opinions provided by the corresponding third party service. Kestra bears no responsibility for the accuracy, legality or content of any third party service. Further, Kestra makes no representation and makes no

Terms of Use

warranty regarding any aspect of a third party service, including without limitation the operation, availability, content, hyperlinks, support, maintenance, and security of the third party service. By using the System for such Information Transfers you hereby authorize and grant Kestra a perpetual, irrevocable non-exclusive license to use content of such Information Transfers and disclose it to third parties in accordance with the Privacy Policy.

Subcontractors. You agree that Kestra may use third parties to perform, maintain, or assist in implementing or maintaining the System or any portion of the System, including without limitation analyzing physiological data uploaded to the System, training users of the System, fitting patients with medical devices associated with the System, invoicing payers, and web service providers engaged in implementing the System.

Limited Warranty. Kestra Medical Technologies, Inc. warrants that for a period of ninety (90) days from the beginning of the applicable warranty period (as described below), the System will function substantially in accordance with the functions and features described in the Documentation delivered with the System when properly installed, and that for a period of ninety days from the beginning of the applicable warranty period (as described below) the other media bearing the System will be free of defects in materials and workmanship under normal use. The above warranties do not apply to defects resulting from misuse, neglect, or accident, including without limitation: operation outside of the environmental or use specifications, or not in conformance with the instructions for any part of the System including software, or accessories; improper or inadequate maintenance by the user; installation of the System or interfacing, or use in combination with System or products not supplied or authorized by Kestra; and modification or repair of the products not authorized by Kestra.

Warranty Period Commencement Date. The applicable warranty period for the System begins on the date the user first uses the System.

KESTRA MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE SYSTEM OR DOCUMENTATION, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY OR THAT THE SYSTEM OR DOCUMENTATION IS NON-INFRINGEMENT. ALL OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, KESTRA MAKES NO WARRANTIES THAT THE SYSTEM WILL MEET YOUR REQUIREMENTS, THAT OPERATION OF THE SYSTEM WILL BE UNINTERRUPTED OR ERROR FREE OR WILL CONFORM EXACTLY TO THE DOCUMENTATION, OR THAT KESTRA WILL CORRECT ALL PROGRAM ERRORS. KESTRA'S SOLE LIABILITY AND RESPONSIBILITY FOR BREACH OF WARRANTY RELATING TO THE SYSTEM OR DOCUMENTATION SHALL BE LIMITED, AT KESTRA'S SOLE OPTION, TO (1) CORRECTION OF ANY ERROR IDENTIFIED TO KESTRA IN A WRITING FROM YOU IN A SUBSEQUENT RELEASE OF THE SYSTEM, WHICH SHALL BE SUPPLIED TO YOU FREE OF CHARGE, (2) ACCEPTING A RETURN OF THE PRODUCT AND REFUNDING THE PURCHASE PRICE UPON RETURN OF THE PRODUCT AND REMOVAL OF ALL COPIES OF THE SYSTEM FROM YOUR PHONES, COMPUTERS AND STORAGE DEVICES, (3) REPLACEMENT OF THE DEFECTIVE SYSTEM WITH A FUNCTIONALLY EQUIVALENT SYSTEM AT NO CHARGE TO YOU, OR (4) PROVIDING A REASONABLE WORK AROUND WITHIN A REASONABLE TIME.

THESE ARE YOUR SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY. WARRANTY CLAIMS MUST BE MADE WITHIN THE APPLICABLE WARRANTY PERIOD. LIMITATION OF LIABILITY IN NO EVENT

Terms of Use

SHALL KESTRA OR ITS AGENTS, CONSULTANTS, CONTRACTORS OR SUPPLIERS BE RESPONSIBLE OR LIABLE, WHETHER IN CONTRACT, TORT, WARRANTY OR UNDER ANY STATUTE (INCLUDING WITHOUT LIMITATION ANY TRADE PRACTICE, UNFAIR COMPETITION OR OTHER STATUTE OF SIMILAR IMPORT) OR ON ANY OTHER BASIS FOR SPECIAL, INDIRECT, INCIDENTAL, MULTIPLE, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE POSSESSION OR USE OF, OR THE INABILITY TO USE, THE SYSTEM OR DOCUMENTATION, EVEN IF KESTRA IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM OR RELATED TO LOSS OF USE, LOSS OF DATA, DOWNTIME, OR FOR LOSS OF REVENUE, PROFITS, GOODWILL OR BUSINESS OR OTHER FINANCIAL LOSS. IN ANY CASE, THE ENTIRE LIABILITY OF KESTRA AND ITS AGENTS, CONSULTANTS, CONTRACTORS AND SUPPLIERS UNDER THIS LICENSE, OR ARISING OUT OF THE USE OF THE SYSTEM, SHALL NOT EXCEED IN THE AGGREGATE THE PURCHASE PRICE OF THE LICENSE OR LICENSES TO THE SYSTEM. SOME STATES, COUNTRIES OR JURISDICTIONS LIMIT THE SCOPE OF OR PRECLUDE LIMITATIONS OR EXCLUSION OF REMEDIES OR DAMAGES, OR OF LIABILITY, SUCH AS LIABILITY FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AS OR TO THE EXTENT SET FORTH ABOVE, OR DO NOT ALLOW IMPLIED WARRANTIES TO BE EXCLUDED. IN SUCH STATES, COUNTRIES OR JURISDICTIONS, THE LIMITATION OR EXCLUSION OF WARRANTIES, REMEDIES, DAMAGES OR LIABILITY SET FORTH ABOVE MAY NOT APPLY TO YOU. HOWEVER, ALTHOUGH THEY SHALL NOT APPLY TO THE EXTENT PROHIBITED BY LAW, THEY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY BY STATE, COUNTRY OR OTHER JURISDICTION.

General. This Agreement shall be governed by laws of the State of Washington, U.S.A., exclusive of its conflict of laws provisions. This Agreement contains the complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible, and the remaining provisions of this Agreement will remain in full force and effect. The controlling language of this Agreement, and any proceedings relating to this Agreement, shall be English. You agree to bear any and all costs of translation, if necessary. The headings to the sections of this Agreement are used for convenience only and shall have no substantive meaning. All questions concerning this Agreement shall be directed to: Kestra Medical Technologies, Inc., 3933 Lake Washington Blvd., Suite 200, Kirkland, WA 98033 U.S.A., Attention: Legal Department. Unpublished rights reserved under the copyright laws of the United States of America.