

Midmark Smart View Mobile Application End User Agreement

Last Updated: March 15, 2024

This Midmark Smart View Mobile Application End User Agreement ("Agreement") is a binding agreement between you ("you" and "your") and Midmark Corporation, an Ohio corporation, on behalf of itself and its subsidiaries and affiliates (collectively referred to as "Midmark" or "Company"). This Agreement governs your use of the Midmark Smart View Mobile application, including all related documentation (the "Application"). The Application is licensed, not sold, to you.

BY DOWNLOADING, INSTALLING, OR USING THE APPLICATION, YOU: (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OLDER; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, THEN DO NOT USE THE APPLICATION AND DELETE IT FROM YOUR MOBILE DEVICE.

WHEREAS, Midmark is the entity responsible for creating, developing, and distributing the Application covered by this Agreement;

WHEREAS, you desire to use the Application provided by Midmark;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Midmark and you agree as follows:

1. License Rights and Restrictions.

1.1 License Grant. Subject to your compliance with the terms and conditions of this Agreement, Company grants you a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) download, install, and use the Application for your use only on a mobile device(s) owned, leased, or otherwise controlled by you ("Mobile Device") in strict accordance with the Documentation, and (ii) access, stream, download, and use on such Mobile Device the Content and Services (as defined in Section 1.4 of this Agreement) made available in or otherwise accessible through the Application strictly in accordance with the terms of this Agreement and the terms of use applicable to such Content and Services as set forth in Section 1.4. The foregoing constitutes a license, not a sale, of the Application. All rights not expressly granted to you are reserved to Company. You do not acquire any ownership interests in the Application. You are responsible for any use of the Application that occurs on or through your Mobile Device, including whether such use is by you or by any third party ("Third Party User"). For the avoidance of doubt, this Agreement applies to each Mobile Device that downloads, installs, or uses the Application.

1.2 License Restrictions. Unless otherwise provided for in this Agreement, you shall not, and shall ensure any Third Party User does not, undertake, facilitate, or otherwise engage in any of

the following: (i) copy the Application, in whole or in part, (ii) modify, correct, adapt, translate, enhance, or otherwise prepare derivative works of or improvements of the Application, (iii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Application to any third party, (iv) reverse engineer, disassemble, decompile, decode, or adapt the Application, or attempt to derive or gain access to the source code of the Application, in whole or in part, (v) bypass or breach any security device or protection used for or contained in the Application, (vi) remove, delete, efface, alter, obscure, translate, combine, supplement, or otherwise change any trademarks, terms of any Documentation, warranties, disclaimers, or copyright notice or other proprietary rights notices or other symbols, notices, marks, or serial numbers on or relating to any copy of the Application, (vii) use the Application in any manner or for any purpose that infringes, misappropriates, or otherwise violates any right or privilege (including an intellectual property right or privacy right) of any person, or that violates any applicable law, statute, regulation, or any judicial or administrative order, rule, or judgment, (viii) use the Application for purposes of benchmarking or competitive analysis of the Application, developing, using, or providing a competing Application product or service, or any other purpose that is to Company's detriment or commercial disadvantage, (ix) use the Application on any device or equipment not permitted by the

Documentation, or (x) access or use the Application in any manner that is inconsistent with the terms of this Agreement.

1.3 Third Party Application; Open Source Licenses. Portions of the Application may utilize or include third party software, open-source software, and other copyrighted material. Use of third party or open-source software by you in connection with your use of the Application is governed exclusively by their respective terms and not by this Agreement.

1.4 Content and Services. The Application may provide you with access to Company's internet-based Midmark Smart View product offering located at www.mymidmark.com (the "mymidmark.com Website") and products and services accessible thereon, and certain features, functionality, and content accessible on or through the Application may be hosted on the mymidmark.com Website (collectively, "Content and Services"). Your access to and use of such Content and Services is governed by all additional terms associated with use of the mymidmark.com Website, all of which are incorporated herein by reference and form an integral part of this Agreement. Any violation of the additional terms associated with use of the mymidmark.com Website will also be deemed a violation of this Agreement. The Content and Services are provided for access and use only by persons located in the United States. You acknowledge that you may not be able to access all or some of the Content and Services outside of the United States and that access thereto may not be legal by certain persons or in certain countries. If you access the Content and Services from outside the United States, then you are responsible for compliance with local laws.

1.5 Acknowledgment of Application Vendor Responsibility; Third-party Beneficiaries. If you are obtaining the Application from a third-party application vendor (the "Application Vendor"), then you acknowledge that Company, and not the Application Vendor, is responsible for the Application. As it pertains to the Application, the Application Vendor shall have no (i) maintenance or support obligation; (ii) warranty obligation; (iii) responsibility for addressing product liability claims, claims relating to legal or regulatory requirements, or claims arising under consumer protection or similar legislation; or (iv) responsibility for any investigation, defense, settlement, or discharge of

any intellectual property infringement claim with a third-party. Your use of the Application must not violate any usage rules of the Application Vendor or any other third-party terms of agreement. Company and Application Vendor are each a direct and intended third-party beneficiary of this Agreement and may enforce their rights directly against you in the event of your breach of this Agreement.

2. Term and Termination.

2.1 Term. The term of this Agreement commences when you download or install the Application and will continue in effect until terminated by you or Company as set forth herein. You may terminate this Agreement at any time by deleting the Application and all copies thereof from your Mobile Device. Company may terminate this Agreement at any time and upon notice to you. In addition, this Agreement will terminate immediately and automatically without any notice to you if you violate any of the terms and conditions of this Agreement.

2.2 Effect of Termination. In the event this Agreement terminates for any reason, the licenses granted hereunder shall terminate and you shall immediately cease all use of the Application and delete the Application from your Mobile Device. Termination or expiration of this Agreement shall be without prejudice to any other right or remedy to which Company may be entitled under this Agreement or applicable law. Termination or expiration of this Agreement shall not relieve you from your obligations that survive termination or expiration of this Agreement.

3. Security and Compliance.

3.1 Company Security Features. The Application may contain technological measures designed to monitor the Application and prevent unauthorized or illegal use of the Application. You acknowledge and agree that: (i) Company may use these and other lawful measures to verify your compliance with the terms of this Agreement and to enforce Company's rights in and to the Application, (ii) Company may deny you or any Third Party User access to and/or use of the Application if Company, in its sole discretion, believes that your or Third Party User's use of the Application does or will violate any provision of this Agreement, and (iii) Company (or a third party acting on its behalf) may collect, maintain, process,

and use diagnostic, technical, usage, and related information, including information about the Mobile Device, that Company may gather or that may be transmitted to Company from the Application in order for Company to support the Application, to verify the proper use of the Application, to improve the Application generally, to create new products and services, or for any other lawful business purposes. You grant Company, and to third parties acting on behalf of Company, the right to audit or examine your Mobile Device(s) to verify compliance with this Agreement.

3.2 Your Security Obligations. You are solely responsible for all use of the Application and Content and Services that occurs on your Mobile Device and for maintaining the security and confidentiality of all usernames, passwords, and other data provided to the Application by you or generated by the Application for you. You agree to notify Company immediately of any unauthorized use of any username, password, or account related to the Application, or of any other known or suspected breach of security.

4. Application Support.

4.1 Updates and Upgrades. Company may, from time to time and in its sole discretion, develop and provide Application updates, which may include, but are not limited to, error corrections, workarounds, and/or other enhancements (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality of the Application. You agree that Company has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on the Mobile Device settings, when the Mobile Device is connected to the internet either: (i) the Application will automatically download and install all available Updates, or (ii) you may receive notice of, and be prompted to download and install, available Updates. You shall promptly download and install all Updates, and you acknowledge and agree that the Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Application and will be subject to all terms and conditions of this Agreement.

4.2 Support Services. Company has no obligation to provide you with technical or other support services related to the Application

("Support Services"). IN THE EVENT COMPANY, IN ITS SOLE DISCRETION, DECIDES TO PROVIDE SUPPORT SERVICES TO YOU, YOU HEREBY ACKNOWLEDGE AND AGREE THAT ANY SUCH SUPPORT SERVICES ARE PROVIDED, OR OTHERWISE FURNISHED, TO YOU AS IS, WHERE IS, WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. In providing the Support Services described herein, Company may be required to access, perform operations on and/or in, and transmit information and data to your Mobile Device, and you hereby consent to Company undertaking, in Company's sole and reasonable discretion, all of the foregoing to perform the Support Services, and you represent and warrant to Company that you have the legal authority to consent to the same, or have procured the consent from any other applicable third party to allow Company to perform the Support Services. You acknowledge and agree that any Support Services may result in damage or loss to your Mobile Device and you hereby release and agree to hold Company harmless from any liability arising in connection with the Support Services and agree that you will not assert or maintain against Company any claim, action, suit, or demand of any kind or nature whatsoever arising from the Support Services.

5. Fees. To the extent any license fees or payment terms are applicable to the Application or Content and Services, such fees and terms shall be set forth in a separate order form or otherwise require your affirmative consent. For purposes of clarity, you shall comply with the terms and conditions of this Agreement at all times, including in the event you are using a "free of charge" version of the Application or are not otherwise subject to any license fees or payment terms.

6. Privacy; Communications; Feedback.

6.1 Data Privacy. You agree that any personally identifying information provided to Company, including any Third Party User's personally identifying information, shall be collected and used in accordance with the mymidmark.com Website Privacy Policy, which is accessible at <https://www.midmark.com/about-us/legal>. You represent to Company that you and each Third Party User has the full authority to provide any such personally identifying information to Company, and you will notify each applicable Third Party User of the foregoing.

6.2 Communications. You hereby agree that

the Application may contain features designed to notify and contact you and that Company may contact you using any personally identifiable information it provides to Company, including via your mobile telephone number. You further agree that Company may use the Application or other means to send you text messages to your mobile telephone number. By providing Company with your mobile telephone number, you (i) expressly represent that you are the owner of, and/or have the authority to provide, the mobile telephone number to Company, and (ii) consent to receive automated text messages at the mobile telephone number so provided. You further acknowledge that your consent to receive automated text messages from Company does not, in any form or manner, require you to use the Application. Standard text/SMS message and data rates will apply. You can opt out from text communications by contacting Company directly in accordance with Section 10.4 (Notices) of this Agreement. Company may share your mobile phone number with service providers to assist with the delivery of such messages. Without limiting any of the foregoing, you hereby agree that you will immediately and without delay (and within 72 hours) notify Company in the event you no longer are the owner of any mobile telephone number provided to Company or no longer has the authority to use any such mobile telephone number to receive text messages.

6.3 Feedback. To the extent you provide Company with any feedback, ideas, or technical improvement suggestions about the Application ("Feedback"), you acknowledge and agree that Company will be the owner of all such Feedback and may use the Feedback without compensation or attribution to You. You agree that, in addition to the rights afforded to Company under this Agreement, Company may use, compile, and monitor statistical information based on information gathered or transmitted to Company via the Application, including to verify the proper use of the Application, to improve the Application generally, for the creation of new products and services, and for other business purposes. You represent to Company that you have the full authority to provide any such Feedback to Company.

7. Intellectual Property. As between the parties, Company owns and retains all rights, interests, and licenses to the Application, and you do not acquire any ownership interest in the Application or the Documentation whatsoever.

You shall, during the Term and at your own cost and expense (i) undertake all commercially reasonable measures to safeguard the Application (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access, (ii) take all such steps as Company may reasonably require to assist Company in maintaining the validity, enforceability, and Company's ownership, of the intellectual property rights in the Application, (iii) promptly notify Company in writing if you become aware of any actual or suspected infringement, misappropriation, or other violation of Company's intellectual property rights in or relating to the Application, (iv) promptly notify Company in writing if you become aware of any claim that the Application, including any production, use, marketing, sale, or other disposition of the Application, in whole or in part, infringes, misappropriates, or otherwise violates the intellectual property rights or other rights of any third party, and (v) at Company's sole expense, fully cooperate with and assist Company in all reasonable ways in the conduct of any legal action by Company to prevent or abate any actual or threatened infringement, misappropriation, or violation of Company's rights in, and to attempt to resolve any legal actions relating to, the Application.

8. DISCLAIMERS AND LIMITATIONS OF LIABILITY.

THE APPLICATION IS PROVIDED "AS IS," "AS AVAILABLE," AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WHICH WARRANTIES ARE HEREBY DISCLAIMED. YOU ACKNOWLEDGE THE APPLICATION MAY NOT MEET YOUR REQUIREMENTS, MAY NOT BE SECURE, THAT THE OPERATION OF THE APPLICATION MAY BE INTERRUPTED, THAT ERRORS MAY NOT BE CORRECTED, AND THAT THE APPLICATION MAY BE INCOMPATIBLE WITH CERTAIN INFORMATION SYSTEMS. COMPANY IS NOT RESPONSIBLE FOR ANY SOFTWARE INSTALLED OR USED BY YOU OR BY THIRD PARTY USERS OR FOR THE OPERATION OR PERFORMANCE OF THE INTERNET.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, TRANSMISSION OF MALICIOUS PROGRAMS OR CODE, LOSS OF DATA, BUSINESS

INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING FROM OR RELATED TO YOUR USE OR INABILITY TO USE THE APPLICATION (INCLUDING ANY SUPPORT SERVICES), REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMPANY'S TOTAL LIABILITY TO YOU FOR ANY AND ALL DAMAGES EXCEED THE LESSER OF (I) THE AMOUNT OF THE LICENSE FEES PAID FOR THE APPLICATION OR (II) \$100.00. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF A REMEDY STATED HEREIN FAILS OF ITS ESSENTIAL PURPOSE. ANY AND ALL CAUSES OF ACTION OR CLAIMS YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR TO THE APPLICATION MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

9. Indemnification. You shall indemnify, defend, and hold harmless Company and its affiliates, employees, agents, officers, directors, shareholders, representatives, successors, and assigns from and against any loss, liability, cause of action, cost, or expense (including reasonable attorneys' fees) arising from, in connection with, or related to: (i) any breach of this Agreement by you, any employee or agent of you, or any Third Party User, (ii) the acts and omissions of you, your employees and agents, or any Third Party User, in connection with your, its, or their use of the Application, and (iii) the violation, infringement, or misappropriation by you, any employee or agent of you, or any Third Party User of the intellectual property rights of Company.

10. Miscellaneous.

10.1 Amendments. Company reserves the right to change or modify this Agreement by providing written notice of any changes to You. Company reserves the right to change, edit, delete, or revise this Agreement at any time, and such changes will (i) be effectively immediately, (ii) be applied prospectively, and (iii) apply to all similarly situated users of the Application. Company will notify you of any changes or modifications by posting the modified Agreement in the Application or on the mymidmark.com Website and indicating the date on which the Agreement was last updated. If any changes to this Agreement are unacceptable to you, then you may terminate this Agreement upon written notice of termination to Company. Continued use of the Application following the

effective date of any changes to the Agreement constitutes your acceptance of the changes. This Agreement may not be amended by any of your pre-printed terms or conditions.

10.2 Export Controls. You shall comply with all federal, state, local, and foreign laws, regulations, rules, and ordinances pertaining to your use of the Application and the license granted to you under this Agreement. You may not use or otherwise export or re-export the Application except as authorized by United States law and the laws of the jurisdiction in which the Application was obtained. In particular, but without limitation, the Application may not be exported or re-exported (i) into any U.S. embargoed countries, or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List.

10.3 Governing Law; Disputes; Class Action Waiver. This Agreement shall be governed by the laws of the State of Ohio, excluding its conflicts of law rules. The Federal and state courts in Montgomery County, Ohio will have exclusive jurisdiction of any legal action arising out of this Agreement, and each party irrevocably submits to the exclusive jurisdiction of such courts. The parties expressly disclaim the application of the 1980 U.N. Convention on Contracts for the International Sale of Goods. YOU AGREE THAT IF ANY DISPUTE SHOULD ARISE BETWEEN YOU AND COMPANY, YOU WILL BRING YOUR CLAIM ON AN INDIVIDUAL BASIS AND YOU EXPRESSLY AND UNEQUIVOCALLY WAIVE YOUR RIGHT TO PURSUE ANY CLAIM IN A CLASS ACTION.

10.4 Notices. All notices and demands hereunder shall be in writing and shall be delivered by personal service or by mail or email at the address of the receiving party set forth in this Agreement (or at such different address as may be designated by such party by written notice to the other party). All notices or demands by mail shall be by certified or registered mail, return receipt requested, or by a nationally recognized private express courier and shall be deemed complete upon receipt. Should you have any questions concerning this Agreement, or if you desire to contact Company for any reason, you must write to the following: Midmark Corporation, attention Legal Counsel, at 60 Vista Dr., Versailles, OH 45380. Notwithstanding the forgoing, you acknowledge and agree that Company is permitted to provide all notices to you through the Application and such notice shall be deemed delivered and accepted by you immediately upon posting in the

Application.

10.5 Assignment/Subcontractors. You may not assign, delegate, or transfer the Agreement, in whole or in part. Company may assign or transfer the Agreement, in whole or in part, to any third party without your prior written consent. Subject to the foregoing, the Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective successors or permitted assigns. Company may contract with third parties and suppliers to provide certain portions of the Application and/or support services thereto, and references to Company necessarily include any such third parties and suppliers.

10.6 Miscellaneous. In the event that any term of this Agreement is declared invalid or unenforceable by any court of competent

jurisdiction or any federal or state government agency having jurisdiction over the subject matter of this Agreement, the remaining terms and provisions that are not affected thereby shall remain in full force and effect. A waiver of any provision of this Agreement shall only be effective if in a writing signed by the party against which the waiver is claimed.

10.7 Entire Agreement. This Agreement, including each additional contract, term, or policy incorporated herein by reference, represents the entire agreement between you and Company relating to the subject matter of this Agreement and supersedes all prior or contemporaneous oral or written communications, proposals, and representations with respect to the subject matter of this Agreement.