

## CloudPAT™ Terms and Conditions

- 1) During the term of an underlying agreement between Itamar Medical Ltd. and its Affiliates (the “Company”) and the other Party listed in this Agreement and/or the user of the CloudPAT (“Client”), these terms shall apply to your use of the Company's cloud-based test management system (“CloudPAT”).
- 2) The Company shall grant the Client a non-transferable, nonexclusive, royalty-free license to the applicable software and access to CloudPAT, all subject to the provisions set forth herein below and for the term stated in the underlying agreement between the company and you. The purchase price as well as the price for usage of CloudPAT, shall be as set forth in the invoice to be provided by Company to the Client (the “Invoice”). Payment terms shall be as set forth in the Invoice.
- 3) It is hereby clarified that any license granted hereunder and for the use of CloudPAT shall be subject to the terms of Company's license agreement as set forth on its website, <https://www.itamar-medical.com/wp-content/uploads/2019/07/License-Agreement-04.2020-1.pdf>, as shall be updated by the Company from time to time.
- 4) CloudPAT shall be used and shall operate in accordance with the terms and conditions as provided on the Company's website, the manual or user guide provided by the Company and/or available on the Company's website, as shall be amended from time to time.
- 5) Upon payment, as further described in the Agreement, Client shall be granted with access to the test results and related information (the “Results”) available on CloudPAT for a specific patient for a period of forty-five (45) days from the date the test is performed.
- 6) In the event that a particular patient undergoes an additional test, then, subject to Section 10) below, the Client shall have access to Results for said patient from the current test as well prior tests that were initially uploaded to CloudPAT, to the extent available on CloudPAT at such time, for a period of forty-five (45) days from the date the latest test is performed.
- 7) Use of CloudPAT will enable the Client to transfer the Results for a specific patient to the relevant physicians on a per patient basis. CloudPAT utilizes a secure HIPAA compliance format for encrypting and sending data files. It is the Client's obligation to ensure that transfer of any patient records and/or Results is performed in accordance with applicable law and ensuring patient confidentiality.
- 8) It is clarified that use of CloudPAT is limited with respect to those patients of the Client who are registered for this service in accordance with the Agreement.
- 9) The Client shall not assign or transfer or grant any other third-party access to CloudPAT except as permitted hereunder.
- 10) The Company shall only be obligated to store any Client's data using CloudPAT for up to seven (7) years as of the applicable test date. Upon termination of this Agreement, the Company shall be entitled to transfer the Client's data to the Client and upon such transfer, the Company shall be entitled to destroy or delete the Client's data without any liability to the Client and/or the patient and/or any third party. Notwithstanding the above, the Parties may agree in writing on a different retention period of Client's data.
- 11) It is the Client's sole responsibility to maintain sufficient and proper records of all Results if and as the Client may be required to under laws and regulations applicable to Client.
- 12) The Client shall designate an individual to administer the program on the Client's behalf and be the contact person to whom notices and communication regarding the will be sent by the Company (the “Designated Representative”). The Client may have more than one Designated Representative. the Company will not send notices or communications to anyone other than a Designated Representative and will only interact with Designated Representatives.
- 13) All rights and title to CloudPAT, the web portal, and any and all derivative works and/or modifications thereof, as well as any documentation, trademarks, and any patentable information contained therein or embodied thereby shall remain solely with the Company.