

WATCHPAT MOBILE APPLICATION USER AGREEMENT

IMPORTANT: BY ACCESSING AND/OR USING THIS APP, THE SERVICES, OR THE DEVICE (ALL DEFINED BELOW), YOU ACCEPT AND AGREE TO THE FOLLOWING TERMS AND CONDITIONS (“**TERMS**”) OF THIS USER AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS SET FORTH HEREIN, PLEASE DO NOT ACCESS OR USE THIS APP OR THE SERVICES.

1. Acceptance of Terms

This user agreement is a contract between you and Itamar™ Medical, Ltd. and its subsidiaries (together, “**Itamar Medical**”) governing your access to and use of the WatchPAT™ mobile application (the “**App**”), services, information, tools, features, data, content and functionality therein or relate to the App (collectively, the “**Services**”) as well as the Device, as defined in Section 3 below. Itamar Medical may unilaterally change or add to these Terms at any time. In the event of a material change, Itamar Medical shall notify you by means of a prominent notice on the App.

2. License

Subject to these Terms, Itamar Medical hereby grants you a nonexclusive, non-transferable, non-assignable, non-sublicensable, revocable, limited license to access and use the App, Services, and Device solely for your personal use and only as expressly authorized in these Terms. These Terms and the foregoing license do not include any right to use Itamar Medical’s other services, products, materials, or solutions, all of which are subject to separate license or services agreements with Itamar Medical. The license shall be granted until terminated in accordance with these Terms.

3. Limitations on Use

You agree not to: (i) sell, resell, license (or sub-license), lease, assign, transfer, pledge, or share any of your rights with respect to the App, Services, and Device under these Terms with/to any third party; (ii) distribute, scrape, copy, publish, duplicate, all or any part of the App, Services, or Device; (iii) export or make use of the App, Services, or Device in any jurisdiction where the same are illegal or which would subject such to any registration requirement therein; (iv) use, or encourage, promote, facilitate, or instruct others to use the App, Services, or Device for any illegal, harmful, or offensive use; (v) transmit or upload to the App, Services, or Device any viruses, spyware, or other harmful, infringing, illegal, disruptive or destructive content, messages, or files; (vi) share your account and password with any third party or enable any third party to access the App, Services, or Device; (vii) access or use App, Services, or Device by any unauthorized means, services, or tools, including without limitation any data mining, robots, or any other automated means or data gathering and extraction tools; (viii) perform any act that destabilizes, interrupts, or encumbers the App, Services, or Device or their servers or uses automatic means, such as robots or crawlers, that enable sending more request messages to the servers of the App, Services, or Device, in a given period of time, than a human can reasonably send in that time period by using the App, Services, or Device; (ix) copy, modify, translate, reverse engineer, decompile, disassemble, make any attempt to discover the source code of the App, Services, or Device and/or any other software available on the App, Services, or Device, or create derivative works thereof; (x) penetrate or circumvent or attempt to penetrate or circumvent any technical restrictions or limitations included in the App, Services, or Device or their servers; and/or (xi) attempt to interfere with, hack into, or decipher any transmissions to or from the servers of the App, Services, or Device. You are solely responsible for obtaining, paying for, repairing, and maintaining all the equipment, software, hardware and services required for getting access to and using the App, Services, or Device. You are also solely responsible for any mobile charges when

you use the App, Services, or Device including data charges for use of the App, Services, or Device. If you are not sure if such charges apply or what they may be, please ask your provider before using the App, Services, or Device. You shall use the App, Services, or Device strictly in accordance with the Services' user manuals available at: <https://www.itamar-medical.com/support/downloads/> and the WatchPAT™ ONE device ("**Device**") manual.

4. Ownership of Proprietary Rights

The App, Services, and Device, including without limitation any underlying data, software, platforms, algorithms, technology, design, UI, any concept, content, information, texts, files, charts, graphs, photos, videos, sound, music, organization, structure, "look and feel" and features and any modifications, enhancements, improvements and derivatives thereof, and all Intellectual Property Rights (defined below) related thereto (collectively, "**Itamar Medical IPR**") are the exclusive property of Itamar Medical and/or its licensors who retain all right, title, and interest in connection therewith. Without derogating from the foregoing and for the avoidance of doubt, upon receipt of full consideration for the Device, ownership of the Device will transfer from Itamar Medical to your Healthcare Provider. No transfer or grant of any rights by Itamar Medical is made or is to be implied by any provision of these Terms, by any other provision contained in the App or the Services, or otherwise with respect to the Itamar Medical IPR or any rights, titles, or interest therein, except for the limited license set forth in Section 2 above.

"**Intellectual Property Rights**" means worldwide, whether registered or not: (a) rights associated with works of authorship, designs, mask works, mask work rights, mask work applications, mask work registrations, and photography, including copyrights, copyright applications, and copyright restrictions; (b) trademarks and indicia of origin, service marks, domain names, logos, trade names, trade dress, the right to publicity and goodwill rights; (c) patents, patent applications, patent rights, and industrial designs; (d) trade secrets; (e) rights analogous to those set forth herein and any other proprietary rights relating to intangible property; (f) divisions, continuations, renewals, reissues and extensions of the foregoing (as applicable) now existing or hereafter filed, issued, or acquired.

5. Your Warranties, Representations and Parental Consent

You represent and warrant to Itamar Medical that: (a) in using the App, Services, or Device you will comply with all applicable laws, regulations, rules, and standards; and (b) you shall only use the serial number assigned to you as a means to communicate with Itamar Medical solely for support services or your healthcare provider/physician/applicable HIPAA Covered Entity (together, "**Healthcare Provider**"), as applicable, and shall not use such serial number as an identifier in any other manner.

You represent and warrant to Itamar Medical that: (a) you are at least eighteen (18) years old or (b) the user of the Device is between the age of twelve (12) and eighteen (18) years old and you are the user's parent or legal guardian and have the right, authority, and capacity to bind the user to these Terms without any restrictions, legal, or otherwise. If this Section 5(b) applies, then the term "you" as used in these Terms relates to both the user and its parent/legal guardian.

6. Credentials

You are solely responsible for your actions and omissions related to the App, Services, or Device under your credentials (including, without limitation, with respect the use, safety, and protection of your Device's serial number and PIN number/personal code). If you have any reasons to suspect that your credentials were discovered by any third party or that there was unauthorized access to your account, you will immediately notify Itamar Medical at: <https://www.itamar->

[medical.com/contact-us/](https://www.itamar-medical.com/contact-us/) or to your Healthcare Provider, as applicable and change your login information.

7. Privacy

7.1 You agree that the data generated through the Services may be transferred to your Healthcare Provider, as applicable, on a personally identifiable basis, as Controller or Covered Entity responsible for such data, for its use under terms (including without limitation privacy and data protection terms) agreed to between you and your Healthcare Provider.

7.2 Itamar Medical is not responsible for use of the data by your Healthcare Provider. Itamar Medical provides the App, Services, and Device as a mere conduit between you and your Healthcare Provider.

7.3 To receive a copy of the raw data captured by the Device and stored in the Dispatcher Cloud information system, please see the request form available at the following link: <https://www.itamar-medical.com/data-protection/>.

7.4 The Services might include questionnaires for you to respond via the Services (“**Questionnaire**”). Your response to such Questionnaire might require Itamar Medical to process personally identifiable information provided in connection with the Questionnaire. Itamar Medical's privacy practices are described in Itamar Medical's Privacy Policy for End Users, the most updated copy of which can be found at https://www.itamar-medical.com/privacy_policy.htm (“**Itamar Medical Privacy Policy**”) wherein you are deemed a “Patient”. Note that if your Healthcare Provider is located in the United States of America (“**U.S.**”), Itamar Medical's collection and processing of your “protected health information” (“**PHI**”) is governed by the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”) and your Healthcare Provider's HIPAA Notice of Privacy Practices. Similarly, if your Healthcare Provider is located outside of the U.S., Itamar Medical's processing of your identified or identifiable information will be governed by privacy and data protection laws and regulations applicable in your region, and by the relevant privacy policy or notice provided to you by your Healthcare Provider.

7.5 Your use of the Epworth Sleepiness Scale (ESS) and/or the Insomnia Severity Index (ISI) Questionnaires is subject to the terms and conditions set out by the author and licensor of the Questionnaire(s), attached hereto in **Annex A**. The STOP-BANG Questionnaire is used under a license from the STOP-BANG owners, Dr. Frances Chung and University Health Network (www.stopbang.ca).

7.6 Itamar Medical shall have all ownership rights and title in any meta data, usage data, technical device data, information, or other related content generated by the App, Services, and Device including but not limited to the devices' serial numbers, sleep test status, codes, server response times, error codes, and user activity logs – each to the extent permitted under applicable privacy and data protection laws and regulations.

8. Verification and Text Messages

When first entering the App, you are offered the option to provide your mobile phone number to Itamar Medical. This allows Itamar Medical to use the number in a hashed format for verification purposes, ensuring that you are matched with the services assigned to you by your Healthcare Provider. Should you choose not to provide your mobile phone number upon entering the App, you will be required to enter the four-digit PIN code assigned to you by your Healthcare Provider or Itamar Medical. Without derogating from the above, when using other services on the App

(“**Other Services**”) you may receive periodic SMS text messages on your mobile phone number from either Itamar Medical or your Healthcare Provider via the App. You understand and consent to Itamar Medical and your Healthcare Provider using an automatic telephone dialing system via the App, to send text messages, so long as such text messages are required within the framework of the Other Services. Please note that standard message and data rates may apply. You may unsubscribe from these text messages by contacting your Healthcare Provider and/or by replying “STOP” to any text message. Itamar Medical is not responsible for the timeliness or final delivery of the messages, as this is the responsibility of the cellular telephone operator or other networks.

When using the Other Services on the App, Itamar Medical and your Healthcare Provider may use these text messages to communicate with you about your PHI or other personally identifiable information. You understand that there is some level of risk that the information included in an unencrypted text message could be read by a third party. Itamar Medical cannot guarantee the security and confidentiality of an unencrypted text message and is not responsible for any unauthorized access that occurs during or after the transmission of the text message or once it is delivered to you. BY AGREEING TO RECEIVE TEXT MESSAGES IN CONNECTION WITH THE APP, SERVICES, OR DEVICE YOU ACKNOWLEDGE AND ACCEPT ANY RISK ASSOCIATED WITH THE DISCLOSURE OF SUCH TEXT MESSAGES IN THE COURSE OF TRANSMISSION.

9. Push Notifications

Upon using the Other Services on the App, you will be provided the option to receive push notifications from your Healthcare Provider or Itamar Medical via the App with important reminders related to your care pathway. You may opt out of receiving such push notifications at any time by adjusting the notification settings within your mobile phone settings.

10. Third-Party Components

The Services may use or include third-party software, files, or components that are subject to open source and third-party license terms (“**Third-Party Components**”). Your right to use such Third-Party Components as part of, or in connection with the App, Services, or Device is subject to any applicable acknowledgements and license terms accompanying such Third-Party Components contained therein or related thereto, as may be updated from time to time. If there is a conflict between the licensing terms of such Third-Party Components and these Terms, the licensing terms of the Third-Party Components shall prevail in connection with the related Third-Party Components. You hereby agree to such terms associated with the Third-Party Components. The Third-Party Components are provided on an “AS IS” basis without any warranty of any kind and shall be subject to any and all limitations and conditions required by such third parties. Under no circumstances shall the Services or any portion thereof (except for the Third-Party Components contained therein) be deemed “open source” or “publicly available” software.

11. Disclaimer

YOU AGREE THAT YOUR USE OF THE APP, SERVICES, AND DEVICE; OR ANY RELATED MATERIALS, EQUIPMENT, TOOLS, HARDWARE, SOFTWARE, CONSULTATION, ADVICE, AND OTHER SERVICES (COLLECTIVELY: “**ANCILLARY SERVICES**”) SHALL BE AT YOUR OWN RISK. THE APP, SERVICES, AND DEVICE ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, ITAMAR MEDICAL DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND COMPLIANCE WITH REGULATORY REQUIREMENTS.

ITAMAR MEDICAL DOES NOT WARRANT THAT THE APP, SERVICES, OR DEVICE WILL BE UNINTERRUPTED OR ERROR-FREE, AVAILABLE AT ALL TIMES, OR THAT THE APP, SERVICES, DEVICE OR SERVER(S) THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ITAMAR MEDICAL SHALL NOT BE LIABLE FOR ANY ERRORS AND/OR DELAYS ARISING FROM MALFUNCTIONS OR FAILURES OF THE INTERNET. ITAMAR MEDICAL IS NOT RESPONSIBLE FOR ANY ANCILLARY SERVICES.

YOU ACKNOWLEDGE AND AGREE THAT THE APP, SERVICES, AND DEVICE OR YOUR USE THEREOF, AS WELL AS THE DATA AND INFORMATION GENERATED FROM YOUR USE, DO NOT CREATE A DOCTOR-PATIENT RELATIONSHIP BETWEEN ITAMAR MEDICAL AND YOU.

YOU FURTHER ACKNOWLEDGE THAT THE USE OF THE APP, SERVICES, AND DEVICE DOES NOT CONSTITUTE MEDICAL TREATMENT OR OTHER ADVICE FROM ITAMAR MEDICAL AND THAT THE APP, SERVICES AND, DEVICE ARE MERELY A CONDUIT BETWEEN YOU AND YOUR HEALTHCARE PROVIDER, AS APPLICABLE.

ANY ADVICE INCLUDING, WITHOUT LIMITATION, A COMPLETE ASSESSMENT OF YOUR SLEEP HEALTH, REQUIRES A MEDICAL EXAMINATION FROM A LICENSED MEDICAL PROFESSIONAL. ITAMAR MEDICAL DOES NOT RECOMMEND OR ENDORSE ANY PARTICULAR MEDICAL PROFESSIONAL OR HEALTH-RELATED PRODUCTS, ITEMS, OR SERVICES.

IF YOU SUSPECT THAT YOU MAY HAVE A MEDICAL EMERGENCY, THEN CALL YOUR DOCTOR OR GENERAL EMERGENCY NUMBER IMMEDIATELY BECAUSE NEITHER THE APP, SERVICES, NOR DEVICE ARE INTENDED TO BE USED IN CONNECTION WITH MEDICAL EMERGENCIES. NEVER DISREGARD THE ADVICE FROM A LICENSED MEDICAL PROFESSIONAL OR DELAY IN SEEKING IT BECAUSE OF YOUR USE OF THE APP, SERVICES, OR DEVICE.

ITAMAR MEDICAL HEREBY DISCLAIMS ALL LIABILITY RELATED TO ANCILLARY SERVICES, MEDICAL ADVICE, OR MEDICAL SERVICES PROVIDED TO YOU IN CONNECTION WITH YOUR USE OF THE APP, SERVICES, AND DEVICE. YOU ASSUME ALL RISKS ARISING FROM YOUR USE OF THE APP, SERVICES, AND DEVICE.

THE INFORMATION PROVIDED BY THE APP, SERVICES, OR DEVICE IS NOT INTENDED TO DIAGNOSE, CURE, OR PREVENT ANY DISEASE OR HEALTH CONDITION.

ITAMAR MEDICAL IS NOT RESPONSIBLE FOR THE QUESTIONNAIRES SELECTED BY YOUR HEALTHCARE PROVIDER, YOUR RESPONSES TO SUCH QUESTIONNAIRES, OR ANY ADVICE RENDERED BY YOUR HEALTHCARE PROVIDER IN CONNECTION THEREWITH.

ITAMAR MEDICAL DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE ITAMAR MEDICAL IPR OR THE APP, SERVICES, DEVICE, OR QUESTIONNAIRES OR ANY ANCILLARY SERVICES PROVIDED IN CONNECTION WITH THE APP AND THE SERVICES, INCLUDING WITHOUT LIMITATION THEIR CORRECTNESS, COMPLETENESS, ACCURACY, RELIABILITY, AVAILABILITY, OR OTHERWISE. WITHOUT DEROGATING FROM THE FOREGOING. YOU ARE RESPONSIBLE FOR TAKING ALL PRECAUTIONS NECESSARY OR ADVISABLE TO PROTECT YOURSELF AGAINST ANY CLAIM, DAMAGE, LOSS, OR HAZARD THAT MAY ARISE BY VIRTUE OF

YOUR USE OF OR RELIANCE UPON THE APP, SERVICES, DEVICE, AND/OR ANY OF THE ITAMAR MEDICAL IPR.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, UNDER NO CIRCUMSTANCES WHATSOEVER WILL ITAMAR MEDICAL AND/OR ITS AFFILIATES, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS, SUBCONTRACTORS, AND SUPPLIERS (“**REPRESENTATIVES**“) BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY OTHER ENTITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, UNDER ANY LEGAL THEORY, WHETHER IN CONTRACT, TORT, OR OTHERWISE FOR ANY DIRECT, COMPENSATORY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS AND LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, REVENUE, INCOME, GOODWILL, DATA OR OTHER TANGIBLE OR INTANGIBLE LOSSES, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES THAT RESULT FROM OR RELATE IN ANY MANNER WHATSOEVER TO THESE TERMS, YOUR USE OF THE APP, SERVICES, DEVICE, OR ITAMAR MEDICAL IPR, OR RELIANCE THEREON OR TO ANY ERRORS, INACCURACIES, OMISSIONS, DEFECTS, SECURITY BREACHES, OR ANY OTHER FAILURE TO PERFORM BY ITAMAR MEDICAL OR ITS REPRESENTATIVES. WITHOUT DEROGATING FROM THE FOREGOING, IF ITAMAR MEDICAL AND/OR ITS REPRESENTATIVES IS FOUND LIABLE OR RESPONSIBLE BY A COMPETENT AUTHORITY, UNDER ANY LEGAL THEORY, ITAMAR MEDICAL'S AND/OR ITS REPRESENTATIVES' AGGREGATE LIABILITY SHALL NOT EXCEED THE VALUE OF THE DEVICE.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

13. Indemnification

You agree to defend, indemnify, and hold Itamar Medical and anyone on its behalf, including but not limited to, its Representatives harmless against any losses, expenses, costs, claims, damages (including attorneys' fees, expert fees, and other costs of litigation) arising from, incurred as a result of, or in any manner related to: (i) your use of the App, Services, or Device; and/or (ii) any breach of these Terms.

14. Termination

Itamar Medical may terminate these Terms and/or suspend your right to access or use any portion or all of the Services and/or Itamar Medical IPR immediately (including without limitations the license set forth in Section 2 above), at its sole discretion without notice. Upon termination you shall immediately cease using the App, Services, and Device and the following Sections shall survive: 1, 3, 4, 5, 7 – 13.

15. General

(i) These Terms shall be governed by and construed in accordance with the laws of the State of Georgia, US, without regard to the principles of conflict of law therein. The parties consent to the exclusive jurisdiction of the courts of Atlanta, Georgia. The application of the United Nations Convention of Contracts for the International Sale of Goods or other international laws is expressly

excluded; (ii) notwithstanding the foregoing, you agree that in the event of a breach or threatened breach of any provision of these Terms by you, Itamar Medical could suffer significant and irreparable harm that could not be satisfactorily compensated in monetary terms, and that the remedies at law available to Itamar Medical may otherwise be inadequate. In such cases, Itamar Medical shall be entitled, in addition to any other rights or remedies under law or in equity, to the immediate *ex-parte* issuance, without bond, of an equitable relief, including without limitation injunctive relief, in any jurisdiction worldwide; (iii) if any provision of these Terms is held to be unenforceable, such provision shall be construed only to the extent necessary to make it enforceable and if such provision is determined to be invalid or unenforceable nonetheless, the provision shall be deemed to be severable from the remainder of these Terms and shall not cause the invalidity or unenforceability of the remainder of these Terms; (iv) You acknowledge and agree that Itamar Medical has the right, at any time and for any reason, to redesign or modify the Itamar Medical IPR and other elements of the App, Services, Device, or any part thereof; (v) these Terms are the entire agreement between you and Itamar Medical regarding the subject matter herein; (vi) Itamar Medical may assign these Terms, in whole or in part, at its sole discretion. You are not entitled to assign or otherwise transfer the Terms, or any of your rights or obligations hereunder, to any third party without the prior written consent of Itamar Medical. Any unauthorized assignment will be void and of no force or effect; (vii) none of the provisions in these Terms are intended or shall be construed to confer upon or give to any person or entity other than you and Itamar Medical any rights, remedies, or other benefits under or by reason of these Terms; (viii) Itamar Medical's failure to enforce any rights granted hereunder or to take action against you in the event of any breach hereunder shall not be deemed a waiver by Itamar Medical as to subsequent enforcement of rights or subsequent actions in the event of future breaches; (ix) all waivers must be in writing; (x) Itamar Medical will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under these Terms that is caused by any act or event beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, pandemic, fire, explosion, storm, flood, earthquake, epidemic or other natural disaster, or failure of public or private telecommunications networks, or impossibility of the use of railways, shipping, aircraft, motor transport, or other means of public or private transport; and (xi) ANY CAUSE OF ACTION INITIATED BY YOU AND ARISING OUT OF OR RELATED TO THE APP, SERVICES, OR DEVICE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED AND YOU SHALL BE DEEMED TO WAIVE ANY CLAIM YOU MAY HAVE IN RESPECT THEREOF.

If you have any further questions or require further clarification, please contact us at ltamarDPO@zoll.com

Annex A - COA Questionnaires T&Cs

For the purposes of these COA Licensing T&Cs, the User agrees to the terms listed below, when capitalized: (1) "COA" means the Clinical Outcome Assessment accessible through COMPANY's modality/platform.; (2) "COMPANY" means the company which implemented the COA and provides access to the COA through its modality/platform; (3) "Copyright Holder" means the person or legal entity who owns the copyright on the COA; (4) "Services" means the access of the COA provided by COMPANY to the User under the agreement between COMPANY and the User; (4) "User" means COMPANY's clients who will access and use the COA on COMPANY's modality/platform.

1. Copyright/Use. The COA available through the Services is licensed by Mapi Research Trust, a not-for-profit organization registered at 27 rue de la Villette, 69003 Lyon, France and, is the property of the Copyright Holder. The User shall not use the COA except as permitted pursuant to these Licensing T&Cs. The Copyright Holder owns all of the intellectual property rights in the COA and any derivative work from the COA including but not limited to existing and future translations, and in particular the rights to reproduce, perform, modify, amend, adapt, and translate the COA. The User may not delete or alter the copyright notice(s) included on the COA.

2. Grant of license. The User is granted a non-exclusive, non-concurrent, non-transferable, limited license to use the COA. The User shall not use the COA for any purpose other than for the Services. The User agrees not to reproduce, retransmit, modify, photocopy, distribute, disseminate, sell, publish, broadcast, or circulate the COA to anyone else without the express prior written consent of Mapi Research Trust.

3. Warranties. THE USER UNDERSTANDS AND AGREES THAT THE COA IS PROVIDED "AS IS". MAPI RESEARCH TRUST DOES NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE COA. MAPI RESEARCH TRUST AND THE COPYRIGHT HOLDER ACCEPT NO RESPONSIBILITY FOR ANY EXPENSES, LOSSES, OR ACTIONS INCURRED OR UNDERTAKEN BY THE USER AS A RESULT OF ITS USE OF THE COA UNDER THIS AGREEMENT.