ZOLL ITAMAR DATA USE TERMS FOR CONNECTED PRODUCTS

These Data Use Terms for Connected Products (the "**Data Use Terms**") apply between Itamar Medical Ltd. and its affiliates selling the "ZOLL Itamar" Products and Services in the EU territory (collectively, the "**Company**") on the one side, and each User of any Connected Product referenced in the Appendix on the other side, insofar as Company, as the Data Holder under the Data Act, receives Data that is generated by the Connected Product(s). User and Company agree to the following terms related to the use of Data of Connected Products:

1. **Definitions**
   - 1.1. "**Data Act**" means the Regulation (EU) 2023/2854 of the European Parliament and of the Council of 13 December 2023 on harmonized rules on fair access to and use of data and amending Regulation (EU) 2017/2394 and Directive (EU) 2020/1828;
   - 1.2. "**Data**" means "readily available data" as defined in Art. 2 (17) Data Act;
   - 1.3. The terms "**Data Holder**", "**User**", "**Connected Product**" and "**Data Recipient**" are defined as in Art. 2 of the Data Act.
   - 1.4. "**Transparency Notice**" means the transparency notice regarding Connected Products and related services provided by Company available here: https://www.itamar-medical.com/wp-content/uploads/2026/06/Transparency%20Notice%20-%20Itamar%20-%20Final%20-%2016.6.26.pdf.

2. **Data Covered by the Data Use Terms and Roles of the Parties**
   - 2.1. These Data Use Terms govern the use of data with regard to the following Connected Products: WatchPAT ONE, WatchPAT 300, and WatchPAT 400 (the "**Products**").
   - 2.2. The Data consist of the Data specified in the Data Act Transparency Notice for the Products set out in Section 2.1 of this Appendix.
   - 2.3. For clarification, data generated/created prior to September 15, 2025, pursuant to Art. 2 No. 1 Data Act ("**Legacy Data**") is not Data. The processing of Personal Data remains unaffected by the provisions of these Data Act Terms.

3. **Agreed Use of Non-Personal Data by Company**
   - 3.1. Company is entitled to use Data that is not Personal Data in all known and unknown types of use for the following purposes:
     - (a) performing any agreement with the User or activities related to such agreement (e.g. issuing invoices, generating and providing reports or analysis, financial projections, impact assessments);
     - (b) providing support, warranty, guarantee or similar services or to assess User's, Company's or third party's claims (e.g. regarding malfunctions of the Product) related to the Product;
     - (c) monitoring and maintaining the functioning, safety and security of the Product and ensuring quality control;
     - (d) improving the functioning of any product offered by Company.
   - 3.2. The User acknowledges that the rights described in clause 3.1 also apply to Company with regard to Legacy Data.

4. **Sharing of Non-Personal Data with Third Parties and Use of Processing Services**
   - 4.1. Company may share with other ZOLL entities and with third parties the Data, which is non-Personal Data, if the Data is used by the third party for the following purposes:
     - (a) assisting Company in achieving the purposes permitted under clause 3.1;
     - (b) achieving, in collaboration with Company or through special purpose companies, the purposes permitted under clause 3.1.
   - 4.2. Company may always use processing services, e.g. cloud computing services (including infrastructure as a service, platform as a service and software as a service), hosting services, or similar services to achieve the agreed purposes under clause 3.1. The third parties may also use such services to achieve the agreed purposes.

5. **Obligation to Make Data Available**
   - 5.1. Company enables Data access by the User at the Product via additional software that is provided at no extra cost. The details of data access for the Connected Products are described in the Transparency Notice.
   - 5.2. Company may, in good faith, unilaterally change the specifications of the Data or the access modalities specified in the Transparency Notice if this is objectively justified, for example due to a technical change resulting from a security vulnerability in the product series or the associated services, or a change in Company's infrastructure. If the change could significantly impair the User's access to and use of the Data, Company will use reasonable means to notify the User.
   - 5.3. Insofar as the Data constitutes a trade secret (as defined in the Trade Secrets Directive (EU) 2016/943), of Company or another Trade Secret Holder (as defined in said Directive), Company may make the disclosure of the Data contingent upon the signing of a separate confidentiality agreement.

6. **Data Use by the User**
   - 6.1. The User may use the Data made available by Company upon their request for any lawful purpose and/or share the Data freely subject to the limitations below.
   - 6.2. The User undertakes not to engage in the following:
     - (a) use the Data to develop a connected product that competes with any of the Products, nor share the Data with a third party with that intent;
     - (b) use such Data to derive insights about the economic situation, assets and production methods of Company;
     - (c) use coercive means to obtain access to Data or, for that purpose, abuse gaps in Company's technical infrastructure designed to protect the Data;
     - (d) share the Data with a third-party considered as a gatekeeper under Article 3 of Regulation (EU) 2022/1925.

7. **Data Sharing Upon the User's Request with a Data Recipient**
   - 7.1. The Data, together with the relevant metadata necessary to interpret and use those Data, will be made available to a Data Recipient by Company, upon written request presented by the User or a party acting on its behalf. The request shall be submitted in accordance with the guidance provided in the Transparency Notice.
   - 7.2. Where the User submits such a request, Company will agree with the Data Recipient the arrangements for making the Data available under fair, reasonable and non-discriminatory terms and in a transparent manner in accordance with Chapter III and Chapter IV of the Data Act.

8. **Term**
   - 8.1. These Data Use Terms terminate:
     - (a) upon the destruction or disposal of the Connected Product or when the Connected Product is otherwise put out of service or loses its capacity to generate the Data in an irreversible manner; or
     - (b) upon the User losing ownership of the Connected Product or when the User's rights with regard to the Connected Product under the applicable agreement come to an end; this shall be without prejudice to the contract remaining in force between Company and any Subsequent or Additional Use.