

These License Terms and Conditions (hereinafter, "**License Agreement**") apply to the use of a software product designed for the use on the premises and infrastructure of the customer (hereinafter, "**Software**") offered by **Draeger Medical Canada Inc.** or **Draeger Safety Canada Limited**, as applicable (hereinafter "**Provider**") (hereinafter, "**Licensor**"), to the entity entering into a Digital Solutions Agreement for use of the Software (hereinafter, "**Licensee**"). Licensor and Licensee each a "**Party**" and collectively the "**Parties**").

The person acting on behalf of the Licensee declares: (i) they are authorized to validly enter into this License Agreement with effect for the Licensee; and (ii) they agree to be bound by the terms and conditions detailed herein.

1. Subject

1.1. The subject of this License Agreement is the licensing of the Software to the Licensee for the term in accordance with the provisions hereof. This license is granted on the basis of the Digital Solutions Agreement entered into by and between Licensor and Licensee (the "**Digital Solutions Agreement**") and the quote provided to Licensee from Licensor (the "**Quote**"), whereby this License Agreement is incorporated.

1.2. The Licensor will provide the Licensee with the number of copies of the Software specified in the Quote for use on the Licensee's systems during the term for the purposes stipulated at Section 3 of this License Agreement. The Licensee will receive the Software either online in digital form or on a suitable data carrier, unless installation of the Software has been agreed separately, and the copies are provided directly on the Licensee's systems. The right to use the Software does not include any right to the Software's source code (including any right to access same). The Licensee agrees to accept the Software as set out on the documents available at <https://www.draeger.com/termsandconditions> (hereinafter, the "**Specification of Services**") and the Quote. The Software will perform in accordance with the Specification of Services in all material respects.

1.3. The Licensor will provide support in accordance with the provisions of Section 2. Additional services may be agreed separately by the Parties (and may be subject to additional fees).

1.4. The Licensor retains the right to adjust the terms and conditions herein with effect for the future at any time. The Licensee's continued use of the Software after the effective date of any such changes shall constitute the Licensee's agreement to be bound by the most current version of this License Agreement, available at <https://www.draeger.com/termsandconditions>. In the event that the Licensee does not agree to be bound by

any proposed change hereto, the Licensee shall have the right to terminate the License Agreement by notifying the Licensor; provided however that the Licensee must notify the Licensor no later than ninety (90) days after the effective date of any change. If the Licensee does not terminate the License Agreement within that ninety (90) day period then the Licensee is deemed to have accepted the changes.

2. Support and service

2.1. Unless stipulated otherwise, the Licensor shall provide support and service in accordance with the following provisions.

2.2. The Connectivity Package is required for support and service for some of the licensed Software. Support and services are provided remotely.

2.3. The Software will be provided by the Licensor in accordance with the scope of use defined in the Specification of Services, together with the functionalities and qualities stipulated therein.

2.4. To use it, the Software must be installed. Installation is not part of this License Agreement but must be ordered separately.

2.5. Technical support can be contacted by phone at 1-866-343-2273 and by e-mail at help@draeger.com.

2.6. The Licensor shall use commercially reasonable efforts to keep the Software operational throughout the term in accordance with the Specification of Services. This includes, without limitation, bug fixes and other necessary updates. It does not include specific adaptation of the Software to the Licensee's IT environment.

2.7. In the event of Software faults (hereinafter "**Fault**") that significantly impair the intended usability of the Software, the Licensor will use commercially reasonable efforts to remedy such Fault within a reasonable period of time. This may include isolating the cause of the Fault, Fault diagnosis as well as undertaking services aimed at rectifying the Fault (e.g. patches or service packs). At the Licensor's option, Fault correction services may also be provided in the form of a workaround or an update. For the avoidance of doubt, Licensor shall have no obligation to remedy Faults that are reasonably determined by Licensor to result from Licensee's breach of its obligations hereunder (including, without limitation, Section 3.3).

2.8. If a Fault correction described at Section 2.7. above fails to remedy the Fault within a reasonable period of time, then the Licensee may, at its option, and as its exclusive remedy, either terminate this License Agreement or request a reduction of the License Fee (as defined below), in each case in accordance with the terms hereof.

2.9. In addition, the Licensee may receive other Software updates and upgrades, which the Licensor generally makes available to its customers. Updates are all updates of the Software that relate to the

functions contained in the Software at the time this License Agreement is entered into ("**Updates**"). Upgrades are improvements, optimisations and functional extensions to the Software, relating to the existing scope of functions ("**Upgrades**"). The Licensee will not receive any further Upgrade other than those already included in the scope of the Specification of Services. Such further Upgrades are offered separately for a fee, as add-ons, locked options, supplementary products or feature sets.

2.10. The Licensor will furthermore have the right, but not the duty, to update the Software for other purposes or to modify it in another form, and the Licensee shall accept all reasonable modifications to the Software. Reasonable modifications include, without limitation, modifications that do not affect the Software's essential scope of performance or are required for reasons of IT security or due to changes in applicable law or the regulatory framework.

2.11. The Licensee must allow to have patches, Upgrades and Updates to be installed in a timely manner, and in any event no later than by the time the next version of the Software is made available, and to provide any required contributory services to such installation as necessary. If the Licensor releases new functionalities that require instruction according to medical product law, and provides such instruction to the Licensee, the Licensee is responsible for reading and complying with such instruction prior to use.

2.12. Support and service will only be provided for the respective current and preceding version of the Software.

2.13. The License Fee (see Section 4.1) includes the remuneration for support and services except as otherwise set out herein.

3. Intellectual property and rights of use

3.1. Any and all intellectual property rights to the Software remain exclusively with the Licensor and, if applicable, its licensors. The Licensee may use the Software only to the extent expressly granted hereunder.

3.2. The Licensee is granted a non-exclusive, non-transferable, non-sub-licensable right, limited in time to the agreed term and in location to the Licensee's business premises, to use the Software in accordance with, and subject to, this License Agreement, the Digital Solutions Agreement, the Quote and the Specification of Services to the extent necessary to achieve the stipulated contractual purpose. The contractual purpose is set out in the Quote, the Digital Solutions Agreement, and the Specification of Services. If the Quote does not specify a purpose, the purpose shall be limited to the Licensee's usual business practices as at the date of the Quote.

3.3. Despite Section 3.2 above, the Licensee is not granted any further rights or licenses with respect to the Software. In particular, the Licensee is not entitled

to do any of the following in relation to the Software or components thereof:

- make them available to third parties – with the exception of technical service providers used merely for support, e.g. hosting providers;
- reproduce, sell, modify, alter, manipulate, repair or create derivative works of them;
- reverse engineer, disassemble or decompile them, or use other methods to derive the Software's source code;
- utilize or exploit them in such a way that no charges are incurred or usage restrictions or quotas are exceeded;
- use them in connection with a work or derivative work, or access content using automated means, unless stipulated in the Specification of Services;
- by circumventing the security mechanisms used; or
- use them to conduct any harmful or otherwise unlawful activity

except to the extent that under certain circumstances, such individual measures are permitted by law and cannot be restricted or prevented.

4. Remuneration

4.1. For the use of the Software in accordance with this License Agreement, the Licensee shall pay to the Licensor the license fee specified in the Quote ("**License Fee**").

4.2. Unless stipulated otherwise in the Quote, invoices will be issued annually in advance and the License Fee will be payable within 14 days of invoicing.

4.3. Services outside the scope agreed herein must be remunerated separately by the Licensee. The Licensor's respective current hourly rates apply.

4.4. Prices generally are exclusive of applicable taxes and similar charges, including sales, use, consumption, withholding and value added taxes. Where applicable law requires the Licensee to withhold any amount of its payment, the Licensee will be responsible for paying withholding tax, and the License Fee will be deemed increased accordingly, with the effect that all fees agreed herein or in the Quote are net payment amounts.

5. General cooperation obligations

5.1. Use of the Software is conditional on the hardware and software used by the Licensee, including workstation computers, routers, data communications systems, etc. (hereinafter "**IT Infrastructure**") meeting the minimum technical requirements of the Software version used by the Licensee. These minimum requirements are set out in detail in the Specification of Services.

5.2. The Licensee agrees that the Licensor may install individual components of the Software on the IT Infrastructure that are required to provide the agreed scope of functions but are not used by the Licensee

itself. This applies in particular to so-called client components for remote access for the purposes of service, improving the security of the Software or for Software analysis modules.

5.3. The IT Infrastructure is the sole responsibility of the Licensee. This includes, without limitation, ensuring the operation and updating of the IT Infrastructure as well as carrying out periodic data backups.

5.4. The users authorized by the Licensee for using the Software must be familiar with operating the Software and with the essential contents of this License Agreement. The Licensee must ensure the users' compliance with them.

5.5. The Licensee will provide reasonable support to the Licensor regarding analysis and remedying of Faults; for example, by providing an adequately detailed Fault description to the Licensor as well as associated documents, data and access to the Licensee's IT Infrastructure to the extent required for this purpose.

6. License audit

6.1. The Licensor may itself audit or may retain competent third parties who are subject to an obligation of secrecy ("**Auditor**") to audit the Licensee for compliance with this License Agreement, where good cause exists to do so, or otherwise once a year, including by auditing the business records and other documents at the Licensee's premises ("**License Audit**"). To this end, the Licensee will grant the Licensor access to its business premises during regular business hours. The Licensor shall use reasonable commercial efforts to ensure that any License Audit does not interfere with the Licensee's ordinary business operations and will be performed in a manner that takes into account data privacy and security requirements.

6.2. A License Audit will be notified to the Licensee in writing with a notice period of no less than four weeks (except where good cause provides a reasonable basis for a shorter or no period of notice).

6.3. If the License Audit discloses that the Licensee is using the Software in excess of the scope of the License, the Licensee shall be entitled to increase the License Fee accordingly with retroactive effect. In addition, the Licensee shall bear the reasonable, demonstrated costs of the License Audit. Any additional claims for damages by the Licensor will not be affected.

7. Third-party rights and open source software

7.1. To the best of the Licensor's information, knowledge and belief, the Software is free from third-party rights that would prevent the Licensor from granting the License.

7.2. Should third parties be entitled to and assert such rights, the Licensor will, at its own expense, defend the Licensee against the asserted third-party claims,

provided that the Licensee (a) notifies the Licensor without undue delay of any assertion of such third-party rights, in writing, (b) issues all powers of attorney and authority to the Licensor as necessary to defend the Licensee and (c) without the Licensor's written consent, does not acknowledge the asserted claims to the third parties. Notwithstanding the foregoing, Licensor's obligations in this Section 7.2 shall not apply to the extent that the assertion of such rights by a third-party results from Licensee's breach of its obligations hereunder (including, without limitation, Section 3.3).

7.3. Where conflicting third-party rights in fact exist, the Licensor will, at its option, (i) acquire at its own expense additionally required rights of use from the third parties, (ii) modify or replace the Software in such a way that it no longer infringes third-party rights, without thereby significantly impairing the Software's functionality, or (iii) if (i) and (ii) are not commercially or operationally viable, terminate this License Agreement with immediate effect and reimburse the Licensee for the License Fee for the cancelled remainder of the contractual term. Notwithstanding the foregoing, Licensor's obligations in this Section 7.3 shall not apply to the extent that such conflict between the Software and third-party rights results from Licensee's breach of its obligations hereunder (including, without limitation, Section 3.3).

7.4. The Software includes free and open source software. The respective current open source license terms and conditions apply with priority to the open source elements. A list of all free and open source software used as well as the respective license terms conditions, notices and acknowledgements is available at <https://www.draeger.com/opensource>.

7.5. The Software may contain proprietary contents of third parties, which may be subject to their own license terms for end users and apply directly to the Licensee. Such license terms are available at <https://www.draeger.com/termsandconditions> and take precedence over this License Agreement in their scope of application.

8. Liability

8.1. The Licensor will be liable without limitation to the Licensee in the event of the Licensor's intentional misconduct, Licensor's gross negligence, and Faults fraudulently concealed by the Licensor.

8.2. SUBJECT TO SECTION 8.1, THE LICENSOR'S TOTAL LIABILITY TO THE LICENSEE WITH RESPECT TO ANY AND ALL CLAIMS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND PRODUCT LIABILITY), STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THIS LICENSE AGREEMENT (INCLUDING THE USE OF THE SOFTWARE, AND ANY SUPPORT OR SERVICES PROVIDED HEREUNDER) SHALL IN NO EVENT

EXCEED THE LICENSE FEE ACTUALLY PAID BY THE LICENSEE TO THE LICENSOR HEREUNDER.

8.3. SUBJECT TO SECTION 8.1, IN NO EVENT SHALL THE LICENSOR BE LIABLE FOR, AND THE LICENSEE HEREBY WAIVES ITS RIGHT TO CLAIM, ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, AS WELL AS ANY DAMAGES RELATED TO LOSS OF BUSINESS, PROFITS, REVENUE, GOODS, FACILITIES OR SERVICES DIRECTLY OR INDIRECTLY RELATING TO OR ARISING OUT OF OR IN CONNECTION WITH THE LICENSE AGREEMENT, THE SOFTWARE, AND/OR ANY SUPPORT AND SERVICES PROVIDED HEREUNDER, REGARDLESS OF (I) THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, (II) WHETHER SUCH DAMAGES WERE FORESEEABLE, OR (III) WHETHER THE LICENSOR WAS NOTIFIED OF SUCH DAMAGES.

8.4. The above limitations of liability also apply in the event of claims for damages by the Licensee against the employees, representatives or affiliates of the Licensor.

8.5. The Licensee shall take all necessary and reasonable measures to prevent or limit any damages; in particular, the Licensee shall ensure that programs and data are periodically secured as part of an adequate back-up protocol. Accordingly, the Licensor will, subject to this Section 8, be liable for data recovery under the aforementioned conditions only if the Licensee has ensured that such data can be reconstructed with reasonable effort from other data material and limited to a "data peak" not covered by the respective back-up.

8.6. The Licensor's liability for Faults that already exist at the time of the execution of the Digital Solutions Agreement is excluded.

8.7. Further or different claims for damages other than the claims for damages against the Licensor or its affiliates regulated in this Section 8 – regardless of the cause in law – are excluded.

8.8. Except as otherwise provided herein, the Licensor makes no condition or warranty, and hereby disclaims all conditions and warranties with respect to the Software, and any support or services provided hereunder, whether express, implied or collateral, written or oral, including any implied warranties and conditions of merchantability and fitness for any intended or particular purpose. Further, the Licensee shall make no such condition or warranty, written or oral, on the Licensor's behalf.

8.9. To the fullest extent permitted by applicable law, the Licensee agrees to indemnify the Licensor, its parent, subsidiaries and affiliates, and the shareholders, officers, directors, employees, and agents of any of them, from and against any and all claims, demands, judgments, costs, liabilities, expenses (including legal fees on a solicitor-client

basis), and damages arising out of any claims arising from the Licensee's breach of this License Agreement.

9. Term and termination

9.1. The term, any renewals and the parameters for terminating the License Agreement for the Software are disclosed in the Quote and the Digital Solutions Agreement. If no provision is made in the respective Quote, the term of the License Agreement will be one year from its conclusion, and will be automatically renewed for a further year at a time, unless terminated by either Party in writing with three months' notice prior to the end of the term, or renewed term (as the case may be).

9.2. Section 9.1 does not affect the Licensor's right to terminate for good cause. Good cause on the part of the Licensor includes, without limitation:

- if the Licensee uses the Software in deviation from any provisions of this License Agreement,
- if, even after a reminder, the Licensee fails to pay due License Fee within 30 calendar days.

9.3. Notice of termination must be given in writing.

9.4. At the end of the term or renewed term (as the case may be), or if this License Agreement is otherwise terminated, (a) all licenses provided under this License Agreement shall automatically terminate, (b) the Licensee shall cease using the Software and (c) the Licensee shall completely and permanently remove any and all installed copies of the Software from its computers and return any related licensing hardware.

10. Confidentiality

10.1. The Parties undertake to treat all confidential information they become aware of in connection with the services under this License Agreement as confidential and to use it only for the purposes of this License Agreement. **Confidential Information** as defined in this License Agreement means any and all information, documents, details and data designated as such or which, by their nature, upon reasonable assessment must be considered confidential.

10.2. The Parties undertake to grant access to the respective other Party's Confidential Information only to its affiliates and those of its and its affiliates' employees who have been obligated to maintain confidentiality and who for the purpose of implementing this License Agreement, the Quote and the Specifications of Services, need to or may need to know such Confidential Information.

10.3. Adequate measures shall be implemented to protect the respective other Party's Confidential Information from unauthorized third-party access. Third parties as defined in this Section 10.3 do not include legal and tax advisers or auditors and other consultants of the respective Party. The Parties will grant access to Confidential Information only to such advisers who are subject to professional secrecy or on

whom obligations corresponding to the non-disclosure obligations under this License Agreement have been previously imposed.

10.4. This non-disclosure obligation does not include any Confidential Information that:

a) was demonstrably already known to the recipient upon conclusion of this License Agreement or subsequently was obtained from a third party without any breach of a non-disclosure agreement, statutory provisions or regulatory orders;

b) upon conclusion of this License Agreement is in the public domain or enters it subsequently, unless this is due to a breach of this License Agreement;

c) must be disclosed due to statutory obligations or due to court or regulatory order. To the extent permitted under applicable law, the recipient required to disclose will notify the other Party in advance and provide it with the opportunity to proceed against the disclosure.

10.5. This non-disclosure obligation will survive for a period of five (5) years following the end of the term of this License Agreement (including any renewed term).

11. Data protection

It cannot be ruled out that in the context of performing services under this License Agreement, the Licensor will obtain access to personal data from the Licensee's sphere of responsibility. In this regard Licensor and Licensee agree to conclude all necessary data privacy agreements.

12. Data usage

12.1. Aggregated, non-personal data on the use of devices and Software is evaluated to ensure and enhance their security and functionality. In applicable jurisdictions, Licensor complies with any relevant statutory obligations in this regard.

12.2. The Licensee grants the Licensor the transferable right to use the non-personal data and information generated in the course of using the Software for the Licensor's own business purposes, free of charge and unlimited in terms of content, time or space. Such business purposes include, without limitation, product development and enhancement, maintenance work and requirements forecasts, usage environment and behaviour analysis, as well merging and aggregating with other data sets for the aforementioned purposes.

12.3. The Licensee represents and warrants that it is authorized to grant these rights of use.

13. Force Majeure

13.1. Neither Party shall be liable for any delay or non-performance of any obligation (excluding payment obligations) under this License Agreement or any Quote if such delay or non-performance is caused

directly or indirectly by any event beyond the reasonable control of the Party affected.

13.2. This applies in particular to strikes, epidemics, floods, accidents, earthquakes, hurricanes, riots, civil commotion, acts of terrorism, armed conflicts, blockades, embargoes or other events of force majeure ("**Force Majeure Event**"). The affected Party shall notify the other Party in writing (e-mail is sufficient) within ten (10) days of the occurrence of such Force Majeure Event.

13.3. If the fulfilment of a Party's obligations is delayed by more than one hundred and eighty (180) days from the date on which the other Party received the notice under this Section 13, the non-affected Party shall be entitled to immediate termination. The terminating Party shall not be liable for any damages resulting from the termination.

13.4. As soon as there is no longer a Force Majeure Event, the Parties shall resume performance of this License Agreement without delay, unless notice of termination has been given in accordance with Section 13.3.

14. Final provisions

14.1. The Software may not be used in any country that, with regard to the object of the Software, is subject to embargo regulations of Canada, the USA, the UN or the EU. Likewise, the Software may not be used if the Licensee's organization or its employees assigned to use it are included in any embargo lists of Canada, the USA, the UN or the EU.

14.2. The Software is subject to export control laws of Canada and may be subject to export or import regulations in other countries. The Licensee agrees not to export or re-export the software or accompanying documentation (or any copies thereof) or any products utilizing the software or such documentation in violation of any applicable laws or regulations of Canada. The Licensee hereby agrees to indemnify and hold the Licensor harmless from all claims, losses, liabilities, damages, fines, penalties, costs, and expenses (including attorneys' fees) arising out of or resulting from its breach of this paragraph.

14.3. The Licensee's General Terms and Conditions do not apply. This also applies if this License Agreement is not expressly objected to. No verbal or written collateral agreements exist regarding the services under this License Agreement.

14.4. The Licensee may assert set-off or retention rights only on the basis of counterclaims that have been established by final legal decision or acknowledged by the Licensor. The Licensee will require the Licensor's prior written consent to assign its rights under the License Agreement.

14.5. If individual provisions of this License Agreement are or become invalid as a whole or in part, this will not affect the validity of the remaining provisions. In such case, the Parties undertake to replace the invalid provision with a valid provision that comes as close as

possible to the economic purpose of the invalid provision. The same applies in case of any unintentional gaps in this License Agreement.

14.6. This License Agreement is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein without giving effect to the principles of conflict of law rules thereof. Any action or proceeding relating to this License Agreement must be brought before a court of competent jurisdiction located in the Province of Ontario, sitting in the City of Toronto and each Party irrevocably submits to the jurisdiction and venue of any such court in any such claim or dispute, except that Licensor may seek injunctive relief in any court having jurisdiction to protect its confidential information or intellectual property.

14.7 The Parties have agreed that this Agreement and all related documents, be drafted in English, at their express wish. A French version of this Agreement has been provided to the Customer, which has expressed the wish to be bound by the English version only. Les parties ont convenues que cette convention ainsi que tous les documents qui s'y rattachent, soient rédigés en anglais, selon leur volonté expresse. Une version française de cette convention a été remise au Client, qui a exprimé la volonté d'être lié par la version anglaise seulement.