

## EITAN INSIGHTS – TERMS OF USE

### 1. GENERAL

1.1 These Terms of Use (the “**Terms**”) are a legally binding agreement between the User (“**you**”) and Eitan Medical Ltd. and its affiliates (“**Eitan Medical**”, “**us**” or “**we**”). Please carefully read the following Terms before using the Platform to be fully aware of the legal rights and obligations of the User with respect thereto.

1.2 These Terms govern your access to and use of the Platform, the Content, the Platform Services (as such terms are defined below) and the features contained therein.

1.3 Except where these Terms explicitly refer to the HCP, HCP User, Physician User or Eitan Medical User, the provisions of these Terms should be regarded as applicable to all of the above.

1.4 The term “including” is not intended to be exclusive and means “including without limitation”.

### 2. DEFINITIONS

For the purpose of these Terms:

2.1 “**Account**” means an HCP User Account or a Physician User Account, where each Account has its own user login credentials.

2.2 “**Admin User**” means an administrator user account designated by the HCP to manage, on behalf of the HCP, internal authorizations of HCP Users that are entitled to enter and use the Platform, all based on the administrator features available on the Platform.

2.3 “**Content**” means any input or data uploaded, downloaded, displayed or otherwise available on the Platform, whether published and/or uploaded and/or posted by Eitan Medical or by a User, or collected via a Device or the Platform, including, but not limited to text, pictures, graphs, Patients’ Personal Data, or any other form of information.

2.4 “**Device**” means a device manufactured by Eitan Medical that facilitates and/or measures drug intake, by itself or together with other components, including (but not limited to) the devices branded “Avoset”, “Sapphire” and “Connect”, the data from which may be uploaded to the Platform.

2.5 “**Documentation**” means the documentation, which is made available by Eitan Medical as part of the Platform Services, which may include, without limitation, manuals, user guides, and training materials, but excluding source code.

2.6 “**External Sites**” means third-party websites, plug-ins, applications or an HCP’s intranet.

2.7 “**HCP User**” means any employee, agent, representative or independent contractor of the HCP and any other person or entity, who is authorized by the HCP to use the Platform or the Platform Services on behalf of the HCP, other than an Admin User.

2.8 “**HCP User Account**” means an account on the Platform created by the HCP for an HCP User.

2.9 “**Health Care Provider**” or “**HCP**” means a clinic, pharmacy, or other health care provider or other entity that provides medical or medical-related services (including medication) and that entered into an agreement with Eitan Medical (or with an entity acting on behalf of Eitan Medical) for the provision of the services (including Platform Services) to patients

involving the use of Devices, as detailed thereunder (the “**Agreement**”).

2.10 “**Intellectual Property Rights**” means all intellectual, moral, industrial and/or proprietary rights, now or hereafter, recognized under any applicable law anywhere in the world, whether issued or pending, registered or unregistered, including, but not limited to (i) all forms of patents; (ii) inventions and/or discoveries (whether patentable or not); (iii) rights associated with works of authorship, including but not limited to copyrights and mask works; (iv) trademarks and service marks, trade names, domain name registration; (v) designs (whether or not capable of registration), design rights; (vi) database rights; (vii) trade secrets and know-how; (viii) all rights to confidential or proprietary information; (ix) any rights analogous to those mentioned herein; (x) all derivative works thereof; and (xi) any current or future applications, renewals, extensions, provisionals, continuations, continuations-in-part, divisions, re-exams and reissues thereof, and all of the tangible embodiments thereof.

2.11 “**Patient’s Personal Data**” means any information about a patient from which that person can be identified, as further described in Eitan Medical’s Privacy Policy for Device Users, available at: <https://eitanmedical.com/privacy-policy/>.

2.12 “**Physician User**” means a physician or an authorized employee on its behalf, who is authorized by the HCP to use the Platform or the Platform Services to monitor the drug intake of his/her patients.

2.13 “**Physician User Account**” means an account created by the HCP on the Platform for a Physician User.

2.14 “**Platform**” means Eitan Medical’s proprietary software titled “*Eitan Insights*®” (or any subsequent title), in its latest version, and all Documentation, Content, and Platform Services which will be made available by Eitan Medical to the HCP, its HCP Users and the Physician Users as a web-based platform service via the internet, developed and managed by Eitan Medical.

2.15 “**Platform Services**” means the services provided through the Platform to the HCP and its Users, including services provided and/or maintained by Eitan Medical, which may include the ability to view, upload, download and/or export Content to/from the Platform, and any other action, service or item supported by or available through the Platform.

2.16 “**User**” means an HCP User, a Physician User or an Admin User.

### 3. ACCEPTING THE TERMS OF USE

3.1 These Terms shall become effective between you and Eitan Medical as of the earliest date on which you first commenced use of, or otherwise accessed, the Platform or any part thereof (“**Commencement Date**”). Upon accessing the Platform, you hereby accept the terms and conditions contained herein and agree to be bound by these Terms with respect to the access and use of the Platform and the Platform Services.

3.2 The HCP represents and warrants that: (a) the execution of these Terms by an HCP User or an Admin User, shall constitute execution of these Terms by the HCP on behalf of which such user accesses or uses the Platform; (b) these Terms constitute a legal, valid and binding obligation of the HCP and are enforceable against the HCP and the User; and (c) any breach of these Terms by a User, or any other employee, service provider or contractor of the User of the HCP, anyone acting on the HCP’s behalf (even if not employed or engaged by the HCP or otherwise

a party to a business relationship with the HCP at the time the breach occurred), or anyone who received access to the Platform or any part thereof, directly or indirectly, from the HCP or a User, shall be deemed a breach of these Terms by the HCP.

#### **4. PRIVACY**

4.1 Eitan Medical's Privacy Policy for Representatives of Health Care Providers <https://eitanmedical.com/privacy-policy/> applies to the use of this Platform by the Users.

4.2 By using and/or accessing the Platform and/or Platform Services you represent and warrant that you have read and understood the Privacy Policy and agree to its terms.

4.3 When you use the Platform to communicate with Eitan Medical, join a mailing list or electronic messages to Eitan Medical, you consent to receive messages sent to the mailing list and any other communications related to your use of the Platform. Eitan Medical might communicate with you by email or by posting notices on the Platform. You agree that all communications provided to you electronically satisfy any legal requirement that such communications be in writing.

#### **5. THE PLATFORM**

5.1 You expressly acknowledge and agree that any access to, or use of, the Platform and/or any Content, and any consequences thereof, are at your sole risk, responsibility and liability and shall be in accordance with these Terms.

5.2 The form and/or features of the Platform may change from time to time without prior notice.

5.3 Eitan Medical may stop (permanently or temporarily) operating the Platform and/or the Platform Services and/or displaying any of the Content (or any parts thereof) and/or restrict or terminate the use of, or access to, the Platform, the Platform Services and/or any Account if Eitan Medical believes that the HCP and/or the User is in violation of any provision of these Terms and/or if Eitan Medical is required to do so in order to comply with any applicable laws, statutes, directives, regulations or any other legislation, code of practice or regulatory rules in force in any applicable legal jurisdiction, without liability to Eitan Medical.

5.4 The Platform is designed and shall be used only for the Platform Services provided by Eitan Medical. You are solely responsible for the safe-keeping, storage and back-up of any Content uploaded, downloaded, exported or otherwise made available to you or by you in connection with the Platform and/or the Platform Services.

#### **6. LIMITED LICENSE**

6.1 Eitan Medical hereby grants the User a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to access and use the Platform, the Platform Services and the Content, all under the condition of complying with all obligations under these Terms and under applicable laws, and the compliance of the applicable HCP with its obligations to Eitan Medical, including payment of all applicable Fees (as defined below) (the "License").

6.2 The License is personal and may be used only by a single identified User for his/her Account. The number of Accounts created by the HCP and the number of users accessing the Platform on behalf of the HCP shall not exceed the number of permitted Accounts approved in writing to the HCP by Eitan Medical.

6.3 Except as explicitly mentioned herein, no other rights, implied or otherwise, are granted.

#### **7. THE CONTENT**

7.1 Eitan Medical does not warrant against deletion of any Content or the failure to recreate or re-upload any Content to or on the Platform whether it was published and/or uploaded by Eitan Medical, by the HCP or by any other person or entity.

7.2 Eitan Medical does not guarantee and/or warrant that the Content (including the Patient's Personal Data) is true, accurate, up-to-date, appropriate for use and/or compatible with any law, regulation or other legal requirement.

7.3 Any use of the Content and/or the Platform Services is at your own risk. You are solely responsible and liable for any act or omission (including any decision and/or transaction) based on the Content. Eitan Medical bears no responsibility whatsoever with respect to any Content and/or any such act or omission.

7.4 You are solely liable for the accuracy and/or reliability of any Content that you present, upload and/or disseminate through the Platform.

7.5 Eitan Medical shall have the right to collect and analyze data relating to the provision, use, and performance of various aspects of the Platform and Platform Services (including, without limitation, information concerning Content and data derived therefrom), and Eitan Medical will be free to (i) use and otherwise exploit such information and data to monitor, improve and enhance the Platform and Platform Services and for other development, diagnostic and corrective purposes in connection with the Platform and Platform Services, and (ii) use, reproduce and disclose Platform information, data and material (including Content) that is anonymized, de-identified, aggregate or otherwise rendered not reasonably associated or linked to a User ("**De-Identified Data**") for product improvement and other lawful purposes, and such De-Identified Data will be owned by Eitan Medical, and Eitan Medical shall have no obligation to pay royalties or any other payment whatsoever with respect thereto.

7.6 The HCP hereby acknowledges that any access to the Content and/or the Platform Services by the HCP or by the Users through the Platform will be revoked following the expiration or termination of the Platform Services or these Terms.

#### **8. ACCOUNTS**

8.1 You represent and warrant that any information that you provide to Eitan Medical, including upon the creation or activation of an Account shall be current, complete, and accurate.

8.2 Each Account is designated for use by one individual User, according to the permissions granted to such User.

8.3 You may not use or share anyone else's Account or permit anyone else to use or share his/her Account. You are solely responsible for maintaining the confidentiality of your Account password. Each of the HCP and the User agree to notify (and the HCP agrees to make sure that the User notifies) Eitan Medical immediately of any unauthorized access or use of an Account or any other breach of security. Eitan Medical will not be liable for any loss or damage resulting from the use of an Account or an Account password by any person other than the User, and the HCP will be held liable for losses incurred by Eitan Medical and/or any third party as a result of such use.

8.4 Certain areas of the Platform and certain Content may be accessed and/or managed solely using certain authorized HCP Accounts or an Admin Account ("**Restricted Areas**"). Any use of an Admin Account or an authorized HCP Account by a User which was not granted such an Account in order to access and/or otherwise use such Restricted Areas or any information or functions therein is strictly forbidden.

8.5 Permissions for all User Accounts shall be managed solely by the HCP, on a need-to-know basis.

9. **FEES, SUBSCRIPTION PERIOD**

9.1 **Payments.** In consideration for the right to use the Platform and related Platform Services as set forth herein, the HCP shall pay Eitan Medical the fees set forth in the Agreement and/or purchase order (the “Fees”). Unless specifically agreed otherwise in writing or otherwise set forth in the Agreement and/or purchase order, all payment obligations are non-cancelable, and Fees paid are nonrefundable.

9.2 **Payment Terms.** The Fees shall be paid to Eitan Medical on terms set forth in the Agreement and/or purchase order against proper invoice. The Fees shall be paid in the currency stated in the Agreement and/or purchase order by the means specified therein. All past due payments, except to the extent reasonably disputed, will accrue interest of 1.0% per month (or, if such rate of interest is not allowed under applicable law, at the highest rate allowed under such law).

9.3 **Taxes.** Fees do not include any taxes, levies, duties or other similar federal, state, local or foreign government assessments of any nature, including but not limited to, sales, value added, withholding, digital economy or technical service tax assessable by any jurisdiction whatsoever and excluding any tax based on Eitan Medical’s net income (collectively, “Taxes”). HCP shall be responsible for and shall bear the burden of any and all Taxes associated with the Platform Services, and other services provided under these Terms. If Platform Services has the legal obligation to pay or collect Taxes for which HCP is responsible under this section, HSP shall pay that amount in addition to the Fees so that in any event and irrespective of any Taxes, Eitan Medical will receive the full amount of the Fees. Similarly, if HSP is required to withhold any Taxes under this section, HSP will gross up the Fees and pay the Taxes required to be withheld to the appropriate relevant tax authority in addition to and on top of the Fees so that in any event and irrespective of any Taxes, Eitan Medical will receive the full amount of the Fees. HSP acknowledges that both Eitan Medical and HSP intend to classify the Platform Services and other services provided under this Agreement as services for any and all tax purposes – U.S. and non-U.S. HSP warrants that it will not state a statement, elect an election, declare a declaration, claim a claim, deduct an expense, report or file a tax or an information return or other regulatory report, that is inconsistent with said intended classification as service.

9.4 **Subscription Period.** The subscription period shall be as specified in the applicable purchase order (the “**Order**” (the “**Original Term**”) and shall automatically renew for successive terms, similar to the Original Term (each a “**Renewal Term**”) at the end of the Original Term or the Renewal Term (as applicable) unless either party gives written notice to the other party of its intention not to renew the subscription sixty (60) days before the expiration of the Original Term or the Renewal Term (as applicable), and subject to these Terms. The Original Term and the Renewal Term, as applicable, are referred to as the “**Term**”

10. **EXTERNAL SITES**

10.1 The Platform Services may enable access to External Sites.

10.2 Use of an External Site is subject to the terms of use of such External Site.

10.3 The HCP and the User each acknowledge and agree that Eitan Medical is not responsible for any External Site, and shall have no liability or responsibility whatsoever to the HCP or any third party regarding any access to and/or use of any External Site or any content therein.

10.4 You understand that by using any External Site, you may encounter content that may be deemed offensive,

inappropriate, or objectionable, and which may or may not be identified as having explicit language. You acknowledge and agree that we are not responsible for any content published on an External Site.

10.5 We make no representation that any External Site is appropriate or available for use in any particular location.

11. **RESTRICTIONS ON CONTENT AND USE OF THE PLATFORM**

11.1 The HCP represent and warrants that:

11.1.1 all of the Users are at least 18 years old;

11.1.2 the HCP and the Users are not barred or otherwise legally prohibited from receiving the Platform Services or using the Platform under the laws of the country in which they reside, under the laws of which the HCP conducts its business, or from which the Users use of or access the Platform; or

11.1.3 your access to or use of the Platform are consistent with these Terms and all applicable laws, rules and regulations.

11.2 The User may not do any of the following while accessing the Platform or using the Platform Services and the HCP shall not permit or encourage any User or third party, to directly or indirectly:

11.2.1 use the Platform and/or the Platform Services other than in compliance with these Terms and all applicable local, state, federal, and national, laws, statutes, ordinances, rules and regulations;

11.2.2 facilitate or encourage any violation of these Terms;

11.2.3 except as otherwise provided in these Terms, copy, reproduce, print, download or save a copy, republish, display, perform, advertise, distribute, transmit, broadcast, decompile, reverse engineer, disassemble, attempt to derive the source code of, adapt, modify, create derivative works from, sell, rent, lease, license, loan or otherwise make available or exploit in any form or by any means all or any portion of the Platform or any Content, for any purpose;

11.2.4 use a “print screen” function or other function that captures the User’s screen while using the Platform, in a manner that may, directly or indirectly (including in combination with other information), expose Patient Personal Data or other Content;

11.2.5 remove or alter any patent numbers, copyright notices, trademark notices or other proprietary notices or identifying marks, symbols or legends included in the Platform;

11.2.6 use the Platform for any unlawful purpose or for promotion of illegal activities;

11.2.7 use the Platform in a way that is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;

11.2.8 use the Platform for interfering with, or disrupting (or attempting to do so), the access of any person, host or network, including, without limitation, by uploading and/or sending software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware; overloading, flooding, spamming, mail-bombing; or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Platform;

11.2.9 do anything that could disable, overburden, or impair the proper activity of the Platform;

11.2.10 provide any false information upon registration to the Platform or when updating or creating any Content;

11.2.11 attempt to obtain an Account (or login credentials) of another person;

11.2.12 use the Platform for the benefit of a person other than the applicable HCP;

11.2.13 use the Platform in a manner that violates or infringes any rights of any third party, including but not limited to, privacy rights, publicity rights or Intellectual Property Rights;

11.2.14 circumvent, disable or otherwise interfere with security-related features of the Platform or features that enforce use limitations;

11.2.15 use any robot, spider, crawler or other automated device, process or means to access, retrieve, scrape or index any portion of the Platform and/or Platform Services;

11.2.16 deep-link to the Platform and/or the Platform Services without our consent;

11.2.17 engage in “framing,” “mirroring,” or otherwise simulating the appearance or function of the Platform Services;

11.2.18 disclose to any third party any Content without Eitan Medical’s advance written consent to disclose, or disclose any Patient’s Personal Data without obtaining an appropriate legal basis for such disclosure;

11.2.19 access or use any part of the Platform or Platform Services for competitive analysis or to build a product or service which competes with the Platform or Platform Services; or

11.2.20 use the Platform or Platform Services in a manner that could otherwise cause damage to Eitan Medical or any third party.

11.3 The HCP is solely responsible and liable for, and Eitan Medical has no responsibility to the HCP or any third party for any breach by the HCP or the User, of their obligations under these Terms and for any consequences thereof (including any loss or damage which Eitan Medical may suffer).

## **12. NO WARRANTY**

12.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PLATFORM, THE PLATFORM SERVICES AND THE CONTENT ARE PROVIDED “AS IS” AND “AS AVAILABLE”, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND EITAN MEDICAL HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE PLATFORM, THE PLATFORM, PLATFORM SERVICES AND THE CONTENT, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF COMPLETENESS, ACCURACY, AVAILABILITY, TIMELINESS, USEFULNESS, SECURITY, RELIABILITY OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OR OF FITNESS FOR A PARTICULAR PURPOSE.

12.2 Some jurisdictions do not allow the exclusion of implied warranties or limitations on applicable statutory rights of a consumer, so the above exclusion and limitations may not apply to you in such jurisdictions.

## **13. LIMITATION OF LIABILITY**

13.1 TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL EITAN

MEDICAL, ITS DIRECTORS, OFFICERS, EMPLOYEES AND/OR AGENTS, BE LIABLE FOR (A) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES WHATSOEVER, (B) LOSS OF REVENUES, LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR ANY OTHER LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND, RESULTING IN ANY WAY FROM (I) HCP’S OR USER’S, ACCESS TO, OR USE, INABILITY TO USE, OR RELIANCE ON THE PLATFORM, THE PLATFORM SERVICES, ANY CONTENT AND/OR EXTERNAL SITE, (II) ANY ERRORS, OMISSIONS OR OTHER INACCURACIES IN ANY CONTENT INCLUDED IN THE PLATFORM AND/OR IN ANY EXTERNAL SITE, (III) ANY OTHER MATTER RELATING TO THE PLATFORM, THE PLATFORM SERVICES, THE CONTENT AND/OR ANY EXTERNAL SITE, REGARDLESS OF THE THEORY OF LIABILITY (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE), EVEN IF EITAN MEDICAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, (C) ANY CLAIMS OF USERS IN CONNECTION WITH THE PLATFORM OR THE PLATFORM SERVICES, OR FOR (D) ANY THIRD PARTY CLAIMS AGAINST THE HCP OR A USER. NOTWITHSTANDING THE AFORESAID, NOTHING HEREIN EXCLUDES OR LIMITS LIABILITY FOR ANY MATTER FOR WHICH IT IS NOT PERMITTED BY LAW TO EXCLUDE OR LIMIT, OR TO ATTEMPT TO EXCLUDE OR LIMIT LIABILITY.

13.2 IN NO EVENT SHALL THE TOTAL LIABILITY OF EITAN MEDICAL, ITS DIRECTORS, OFFICERS, EMPLOYEES AND/OR AGENTS, TO HCP, ANY USER, AND/OR ANY THIRD PARTY, FOR ALL DAMAGES EXCEED THE GREATER OF (A) ONE THOUSAND U.S DOLLARS (USD 1,000\$), OR (B) THE AMOUNT OF FEES PAID BY THE HCP TO EITAN MEDICAL FOR THE PLATFORM SERVICES PROVIDED IN THE TWELVE (12) MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT EITAN MEDICAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.3 Any cause of action by the HCP with respect to the Platform and/or the Platform Services, must be instituted within one (1) year after the cause of action arose.

13.4 Some jurisdictions do not allow the exclusion or limitation of liability for personal injury, or of incidental or consequential damages, so the limitations above may not apply to you in such jurisdictions.

## **14. INDEMNITY**

The HCP shall indemnify and hold Eitan Medical and its directors, officers, employees, agents, partners, and licensors harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs), related to any demand or claim brought against Eitan Medical by a User or any third party, due to or in connection with any Content that was published, posted and/or uploaded on the Platform, use of the Platform or the Platform Services, violation of these Terms and/or any applicable law, and/or the violation of any rights of another party, by the HCP or any Users.

## **15. OWNERSHIP**

15.1 You hereby acknowledge that all Intellectual Property Rights, ownership, title and interest in the Platform and the Content (excluding External Sites and Patient’s Personal Data) and the related patent rights, copyrights, trade secrets, trademarks

and all other related Intellectual Property Rights, are and shall remain the sole and exclusive property of Eitan Medical. Without derogating from the above, Eitan Medical reserves all proprietary rights in and to all designs, engineering details and other data pertaining to the Platform and the Content.

15.2 The Platform contains proprietary information and trade secrets that are owned by Eitan Medical and are protected by applicable intellectual property and other laws, including but not limited to copyright.

15.3 All copyrights in and to the Platform and the Content (excluding External Sites and Patient's Personal Data), are owned solely and exclusively by Eitan Medical (and/or by its licensors), who reserve all their rights in law and equity. You are not granted with any right and/or license, or ownership including any copyright, trademark or other Intellectual Property Rights to the Platform or to any Content, other than as explicitly set forth in these Terms.

15.4 THE USE OF THE PLATFORM, THE PLATFORM SERVICES, THE CONTENT OR ANY PART THEREOF, OTHER THAN AS PERMITTED IN THESE TERMS, IS STRICTLY PROHIBITED AND INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF EITAN MEDICAL AND/OR OF OTHERS AND MAY BE SUBJECT TO CIVIL AND CRIMINAL PENALTIES, INCLUDING POSSIBLE MONETARY DAMAGES FOR COPYRIGHT INFRINGEMENT.

15.5 Eitan Medical reserves all rights not expressly granted under these Terms.

15.6 You agree that the "Eitan Medical" trademark, trade name, service mark, graphics, logo and other brand features used in connection with the Platform and the Platform Services, including but not limited to "Eitan Insights®", "Eitan Medical Sapphire®", "Connect" and "Eitan Medical Avoset®" are trademarks or registered trademarks of Eitan Medical (collectively, the "Eitan Medical Marks"). Nothing in these Terms gives a right to use or display Eitan Medical Marks in any manner.

15.7 You may, at your sole discretion, provide your input regarding the Platform Services and/or the Platform, including, without limitation, comments or suggestions regarding the possible creation, modification, correction, improvement or enhancement of the Platform Services, products and/or services (collectively "Feedback"). We shall be entitled to use Feedback for any purpose without notice, restriction or remuneration of any kind to you and/or your representatives. The use of the Feedback, if any, shall be at Eitan Medical's sole discretion, and Eitan Medical, in no way, shall be obliged to make use of any kind of the Feedback or part thereof. Eitan Medical shall be the sole owner of any rights in any inventions, developments, improvements, know-how, concepts, techniques, or other intellectual property rights in the Feedback and/or developed or conceived by Eitan Medical as a result of any Feedback and you hereby permanently assign to Eitan Medical, any ownership rights and any other right in the Feedback and waive any moral rights you may have thereto. You acknowledge and agree that you will not improperly use or disclose to us any confidential information or trade secrets of any third parties and will not breach any obligation of confidentiality that you may have to any third party.

## 16. TERMINATION

16.1 These Terms shall be binding upon you as of the Commencement Date, and for as long as you or anyone acting on your behalf continues to use the Platform, and shall remain in effect until the expiration or replacement of these Terms with new terms (consensually or pursuant to the provisions of these Terms).

16.2 To the fullest extent permitted by applicable law, Eitan Medical reserve the right, for any reason or for no reason, at its sole discretion and without notice to the User, to revise the Platform Services and/or the Platform and to terminate, change, suspend or discontinue any aspect of the Platform, including, but not limited to, the Content presented on the Platform as well as features and/or hours of availability of the Platform, and Eitan Medical will not be liable to the User or to any third party for doing so. Eitan Medical may also impose rules for and limits on use of the Platform or restrict a User's access to a part, or all, of the Platform without notice.

16.3 Without derogating from Eitan Medical's right to terminate these Terms, Eitan Medical, at its sole discretion, without notice to you, may terminate these Terms upon failure of you or anyone acting on your behalf to comply with any of the provisions of these Terms, or failure of the HCP to pay, for any reason, the applicable Fees or meet any of its other obligations to Eitan Medical, without prejudice to the right of Eitan Medical to be indemnified for its damages and for any other right and remedy. It is hereby clarified, that although Eitan Medical has no obligation to monitor your use of the Platform Services, Eitan Medical may do so at its own discretion and may terminate these Terms, as detailed above, if Eitan Medical believes that any use of the Platform Services may be (or is alleged to be) in violation of these Terms or applicable laws, regulations, guidelines, professional standards, codes of conduct, etc.

16.4 In all such cases, these Terms shall terminate, but the provisions which by their nature would continue beyond termination (including, without limitation, the provisions of Sections 12, 13, 14, 15, 16, 17 and 18), shall survive such termination for any reason and shall continue to apply.

16.5 Upon termination of these Terms: (a) the License shall immediately expire; (b) the User shall cease any use of the Platform and/or the Platform Services; (c) the User will lose any access to the Content; and (d) Eitan Medical reserves the right (at its sole discretion) to permanently delete any Content at any time following the effective date of termination of these Terms, and you hereby waive any rights and/or remedies with respect to such deletion of Content.

## 17. GOVERNING LAW AND JURISDICTION

17.1 These Terms shall be governed and construed in accordance with the substantive laws of the state of Israel, without reference to its conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms.

17.2 You hereby irrevocably submit to the exclusive jurisdiction of the courts of Tel Aviv, Israel, to resolve any dispute arising out of or pursuant to these Terms, and you hereby consent to the exclusive jurisdiction of and venue in such courts and waive any objection as to inconvenient forum. Notwithstanding the above, you agree that Eitan Medical shall still be allowed to apply for injunctive remedies in any jurisdiction.

## 18. MISCELLANEOUS

18.1 Relationship between the parties. Nothing contained in these terms shall be construed as creating a partnership, joint venture, agency or other similar relationship between you and Eitan Medical, nor as granting you the right, power, or authority (express or implied) to bind or otherwise create any duty or obligation for Eitan Medical.

18.2 Entire Agreement. These Terms, together with the Agreement, contain the complete agreement between you and Eitan Medical regarding your use of the Platform and/or Platform Services and supersede and replace all prior or agreements or

understandings, written or oral, with respect thereto, excluding the Agreement entered into between Eitan Medical and the HCP.

18.3 Severability. In the event that any provision of these Terms is held to be invalid or unenforceable, that provision shall be construed, limited, modified or deleted, to the extent necessary to eliminate any invalidity or unenforceability, and the remaining provisions of these Terms remain in full force and effect.

18.4 Waiver. No waiver on the part of Eitan Medical of any right under these Terms shall be effective unless in writing and signed by Eitan Medical's duly authorized representative. No waiver on the part of Eitan Medical of any past or present right arising from any breach or failure to perform shall be deemed as a waiver of any future right arising under these Terms.

18.5 Assignment. You may not assign, subcontract or otherwise transfer any of your rights and/or obligations under these Terms. Eitan Medical may assign and/or subcontract some or all of these Terms to any third party in connection with a merger, acquisition, sale of assets, by operation of law, or otherwise. These Terms shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

18.6 No Third-Party Beneficiaries. These Terms do not create any obligation of Eitan Medical to any third parties, nor shall they be deemed to create any rights or causes of action on behalf of any third parties.

18.7 Changes to these Terms. Eitan Medical may change these Terms from time to time, at its own reasonable discretion and encourages you to review them periodically. Eitan Medical will provide the HCP with written notice of substantial changes to these Terms on the Platform. Such substantial changes will take effect fifteen (15) days after such notice was provided on the Platform, or as required by law. All other changes to these Terms are effective immediately upon publication of the updated Terms on the Platform. Your continued use of the Platform and/or Platform Services after the publication of the updated Terms will be deemed acceptance of any and all such changes.

19. **CONTACT INFORMATION**

In case of any questions or comments regarding these Terms, please contact Eitan Medical at:

Email: [DPO@eitanmedical.com](mailto:DPO@eitanmedical.com)

Postal address: 29 Yad Haruzim St., P.O. Box 8639, Netanya 4250529 Israel

\*\*\*\*\*

Last updated: March 1, 2024