



## Intellijoint Software License Agreement

**This Software License Agreement** ("Agreement") is entered into between **Intellijoint Surgical Inc.** ("Intellijoint") and the undersigned hospital or healthcare institution ("Licensee"). This Agreement governs the Licensee's and its Authorized Users' access to and use of Intellijoint's proprietary software embedded in its products and services.

### BACKGROUND

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- 3. Licensee Responsibilities.** The Licensee shall ensure that all Authorized Users comply with the terms of this Agreement. Any violation by an Authorized User shall be deemed a violation by the Licensee. The Licensee is responsible for any unauthorized use of the Software by its Authorized Users. The Licensee shall provide adequate training to its Authorized Users regarding the proper use of the Software. Licensee shall not export, re-export, or transfer the Software or System except in compliance with applicable export control laws, including those of Canada, the United States, and other relevant jurisdictions.

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- 5. Updates.** The Licensee acknowledges that Intellijoint may, from time to time, provide updates, patches, enhancements, or other modifications to the Software (collectively, "Updates"), which may be installed automatically or require installation assistance. Such Updates are intended to improve functionality, performance, regulatory compliance, or security. The Licensee agrees that its continued use of the Software constitutes acceptance of any such Updates.

#### TERM AND TERMINATION

- 6. Term.** This Agreement should be read in conjunction with any agreements provided by Distributor that reference this Agreement. This Agreement shall commence on the Effective Date and shall remain in effect for so long as the Licensee continues to use the System pursuant to a valid purchase, rental, or access arrangement with a Distributor, or until otherwise terminated in accordance with this Agreement.
- 7. Termination by Intellijoint.** Intellijoint may terminate this Agreement immediately upon written notice if: (1) the Licensee breaches this Agreement or any applicable use restrictions and fails to cure such breach within thirty (30) days of notice; (2) the underlying agreement(s) between the Licensee and the Distributor are terminated or expire; or (3) the Licensee ceases to use the System.
- 8. Effect of Termination.** Upon termination of this Agreement for any reason the Licensee shall immediately cease use of the Software and ensure all Authorized Users do the same. Sections 3 (Licensee Responsibilities), 4 (Intellectual Property), 9-14 (Warranties and Disclaimers), 15 (Indemnification by Licensee), 16 (Limitation of Liability), 17 (Governing Law) and 18 (Language) shall survive termination.

#### WARRANTIES AND LIABILITY

- 9. Surgeon Knowledge.** Licensee acknowledges and agrees that the System and Software is an adjunct to, and not a replacement for, a surgeon's knowledge, expertise, and judgment and as such, responsibility for the use of the System and Software in surgery remains with the surgeon. Intellijoint shall not be liable for any decisions, procedures, or outcomes resulting from the clinical use of the Software or System.



- 10. No Warranty by Intellijoint.** The Licensee acknowledges and agrees that Intellijoint does not provide any warranties, representations, or guarantees of any kind, express or implied, to the Licensee with respect to the System or Software.
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- 12. Statutory Rights.** Nothing in this Agreement shall exclude or limit any warranty or statutory right that may not lawfully be disclaimed under applicable law, and Licensee shall look exclusively to Distributor for the fulfillment of any such mandatory warranties or remedies. For clarity, this allocation of warranty responsibility does not affect the Distributor's obligations to Intellijoint under its distribution agreement.
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- 14. Distributor Responsibility.** The Licensee shall direct any claims, service requests, or warranty-related inquiries exclusively to the Distributor from which it obtained the System.
- 15. Indemnity by Licensee.** To the maximum extent permitted by applicable law, the Licensee agrees to defend, indemnify, and hold harmless Intellijoint, its affiliates, and their respective directors, officers, employees, agents, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable legal fees) arising out of or relating to Licensee's breach of this Agreement or unauthorized use of the Software by Licensee or its Authorized Users. If applicable law in the jurisdiction where the System and Software are used requires that indemnities be provided directly by Intellijoint to Licensee or its Authorized Users, Licensee acknowledges and agrees that any such indemnities shall instead be provided by the Distributor from which Licensee obtained the System. Distributor shall be solely responsible for granting and fulfilling any such mandatory indemnities, and Licensee's sole recourse with respect to such indemnities shall be against Distributor. Nothing in this Agreement shall be construed as creating a direct indemnity obligation of Intellijoint to Licensee or its Authorized Users unless Intellijoint expressly agrees otherwise in a written amendment executed by Intellijoint.
- 16. Limitation of Liability.** In no event will Intellijoint be liable for any direct, indirect, special, punitive, exemplary or consequential losses or damages arising out of your use of, or inability to use, the System or Software. To the maximum extent permitted by law, Intellijoint's liability under this Agreement shall be limited to the lesser of (1) \$10,000; or (2) the amount paid by the Licensee for the use of the Software in the 12 months preceding the claim.

#### OTHER TERMS

- 17. Privacy and Data Protection.** Licensee is responsible for complying with applicable privacy laws when using the Software. Any privacy requests shall be directed to the Distributor.



- 18. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of England and Wales, without regard to conflict of law principles. The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales for any dispute arising out of or relating to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
- 19. Language.** This Agreement is prepared in the English language, which shall be the controlling language for all purposes. Intellijoint may provide translations of this Agreement for reference or to satisfy local legal requirements; however, in the event of any conflict or inconsistency between the English version and any translation, the English version shall prevail to the fullest extent permitted by applicable law.
- 20. No Assignment.** Licensee may not assign or transfer this Agreement or any rights under it without the prior written consent of Intellijoint, except that Licensee may assign this Agreement without consent in connection with a merger, corporate reorganization, or transfer of substantially all of its assets, provided that (a) such successor is not a competitor of Intellijoint, and (b) Licensee provides Intellijoint with prompt written notice of the assignment.
- 21. Amendment:** This Agreement may only be amended by a written instrument executed by each of the parties.
- 22. Notices:** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered by hand, (b) mailed by certified or registered mail with postage prepaid, on the third business day after the date on which it is so mailed, or (c) sent by facsimile or email, with receipt of oral confirmation that such transmission has been received.
- 23. Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the subject matter and supersedes all prior agreements or understandings.
- 24. Counterparts:** This Agreement may be executed in counterparts each of which when executed by any of the parties shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date where “Effective Date” means the date of the last signature below.

<b>Intellijoint Surgical Inc.</b>	<b>Licensee</b>
<b>By:</b>	<b>By:</b>
<b>Name:</b>	<b>Name:</b>



<b>Title:</b>	<b>Title:</b>
<b>Date:</b>	<b>Date:</b>