

Conditions of Transfer and End-User License Agreement for ARANZ Medical Limited and Silhouette® Product Suite

Effective Date: 1 July 2023

IMPORTANT – READ CAREFULLY: This Conditions of Transfer and End User License Agreement (**CTEULA**) constitutes a legal agreement between You and ARANZ MEDICAL LIMITED, covering (1) the sale or leasing of one or more units of **Silhouette Hardware**, and (2) the licensing of **Silhouette Software**, in the SILHOUETTE® product suite. This CTEULA also covers the circumstance in which one or more unit(s) of Silhouette Hardware is/are (i) provided to You under a Subscription Contract, or (ii) loaned to You for evaluation, research or other purposes.

PLEASE READ THIS CTEULA CAREFULLY BECAUSE USING THE SILHOUETTE HARDWARE OR THE SILHOUETTE SOFTWARE WILL BE DEEMED TO BE ACCEPTANCE THAT THEY ARE BEING USED ON THE FOLLOWING TERMS.

1. Defined Terms. As used in this CTEULA and in the Terms of Use, the following terms have the following meanings:

AML means ARANZ Medical Limited.

Hardware Use License means a license to use one or more unit(s) of Silhouette Hardware provided by AML (or one of its distributors) under a Subscription Contract.

Module means an add-on, option or feature, which is associated with a Silhouette Software product but is licensed for an additional license fee. For example, Silhouette 2D Imaging, Silhouette 3D Imaging and Silhouette Secure Image Capture are Modules available for an additional fee to license holders of a Point of Care Access Licence to SilhouetteCentral.

Upgrade means a subsequent release of a Silhouette Software product which AML may offer to license holders with a current paid up Support Contract at no additional license fee and may include bug fixes and new functionality.

Order Form means the contract (including any Subscription Contract), quotation or purchase order accepted by AML designating which unit(s) of Silhouette Hardware (if any) are being sold, leased or loaned to You, and which units of Silhouette Software (if any) are being licensed to You.

Point of Care Access License means a license to SilhouetteCentral that permits specified Point of Care Devices to communicate with an instance of SilhouetteCentral.

Point of Care Device means an image capture device, and includes a SilhouetteStar, but also includes a smart phone or tablet provided by You running SilhouetteLite or SilhouetteLite+ or having a connection to an instance of SilhouetteCentral via a Silhouette Secure Image Capture, Silhouette 2D Imaging or Silhouette 3D Imaging Module.

Products means, collectively, any SilhouetteStar or Silhouette Accessory sold, leased or loaned to You (or provided to you under a Subscription Contract), any Silhouette Software licensed to You, and any Support or Services purchased by You. SILHOUETTESTAR™, SILHOUETTECENTRAL™, SILHOUETTECONNECT™, SILHOUETTE 2D™, SILHOUETTE 3D™, SILHOUETTELITE™, SILHOUETTELITE+™, SILHOUETTE SECURE IMAGE CAPTURE™, SILHOUETTE 2D IMAGING™ and SILHOUETTE 3D IMAGING™ are trademarks owned by AML and/or its affiliates with respect to the Products.

Services means any additional services purchased by You from AML (and/or its distributor) over and above those services included in Your **Support Contract** (see Part 4 of the Terms of Use for more detail).

Silhouette 2D Imaging means the web based service Module for capturing, storing and analysing two dimensional wound images using a standard mobile device (provided by the Customer, unless specifically provided otherwise in the Order Form) on an instance of SilhouetteCentral. Silhouette 2D Imaging uses a reference sticker for scaling.

Silhouette 3D Imaging means the web based service Module for capturing, storing and analysing three dimensional wound images using a standard mobile device (provided by the Customer, unless specifically provided otherwise in the Order Form) on an instance of SilhouetteCentral. Silhouette 3D Imaging uses a reference sticker for scaling.

Silhouette Accessory means accessory hardware produced by AML, other than the SilhouetteStar, and includes the SilhouetteLite+ Sensor.

SilhouetteCentral means the executable code version of the application software for the processing, storage and organization of wound data, produced by AML under the SILHOUETTECENTRAL™ trademark.

SilhouetteConnect means the executable code version of the application software for wound image processing and storage on a personal computer, laptop or tablet provided by You, produced by AML under the SILHOUETTECONNECT™ trademark.

Silhouette Hardware means, collectively, the Silhouette Device(s) and the Silhouette Accessory(ies).

SilhouetteLite means the executable code version of the application software for wound image and data capture and processing, produced by AML under the SILHOUETTELITE™ trademark.

SilhouetteLite EULA means the End User License Agreement that the end user agrees to when he/she/it downloads SilhouetteLite or SilhouetteLite+ from the Apple App Store.

SilhouetteLite+ means the executable code version of the application software for wound image and data capture and processing with the SilhouetteLite+ Sensor, produced by AML under the SILHOUETTELITE+™ trademark.

SilhouetteLite+ Sensor means the range finder accessory device, and associated battery charger, produced by AML under the SILHOUETTELITE+ SENSOR™ trademark.

Silhouette Secure Image Capture means the web based service Module for capturing and storing wound images without scaling or measurement, using a standard mobile device (provided by the Customer, unless specifically provided otherwise in the Order Form) on an instance of SilhouetteCentral.

Silhouette Software means collectively SilhouetteCentral and SilhouetteConnect, and also includes Upgrades and Modules with respect to each of same. The "Silhouette Software" also includes any documentation provided or made available to You by AML in connection with and pertaining to the Silhouette Software, whether in printed or electronic format, and any associated media or printed materials pertaining to the Silhouette Software. For clarity, as used herein, the term "Silhouette Software" does not include SilhouetteLite or SilhouetteLite+, as those products are licensed under the terms of SilhouetteLite EULA.

SilhouetteStar means the SILHOUETTESTAR™ image capture device.

Subscription Contract means a contract (including an Order Form) under which AML provides you with a bundle that may include licenses of Silhouette Software, a Hardware Use License, Limited Warranty, Support and/or Services for a defined fixed term (**Fixed Term**), and You agree to pay subscription fees for that Fixed Term.

Support means the support services that AML provides to license holders of the Silhouette Software who have paid for a Support Contract for the current support period (see clause 12 and the Terms of Use for more detail).

Support Contract means the contract that the holder of a license of the Silhouette Software must purchase as a precondition to receiving Support and Updates during a designated support period (see clause 12 and the Terms of Use for more detail).

Terms of Use means the ARANZ Medical Limited Silhouette® Product Suite Terms of Use, which are supplemental to and incorporated by reference into this CTEULA, as such Terms of Use may be revised from time to time.

You or **Your** means the person or entity that purchases, leases, borrows or subscribes to use of Silhouette Hardware, purchases Support or Services, and/or holds a license of the Silhouette Software.

- 2. Cover:** This CTEULA applies to all Products sold, leased, loaned, subscribed or licensed to You by AML (and/or one of AML's distributors). The Order Form will designate whether and which units of Silhouette Hardware are being sold, leased or loaned to You or provided to You under a Hardware Use License. The Order Form will also designate whether and which units of Silhouette Software (including any Modules) are being licensed to You. This CTEULA incorporates the Terms of Use all of which Terms of Use shall apply between AML and You as though set forth in this CTEULA in full. In some instances, AML acts as a reseller or lessor of equipment or hardware produced by others. For clarity, this CTEULA does not apply to such equipment or hardware, and such equipment and hardware is sold and/or leased without any warranty, support or other obligation on the part of AML, excepting only for any such obligations specifically assumed by AML in the Order Form. Otherwise, your sole recourse with respect to such equipment and hardware shall be against the original manufacturer.
- 3. Risk:** The risk of loss to the Products shall pass to You immediately upon delivery of the Silhouette Hardware unless otherwise agreed in writing. In the case of a sale of one or more units of Silhouette Hardware, if the unit is damaged due to any cause not covered by the limited warranty, You may engage AML to repair the unit at AML's then applicable rates. In the case of a lease, loan or Hardware Use License of Silhouette Hardware, if a unit is damaged due to any cause not covered by the limited warranty, You agree to pay for repair costs to return the Device to full operating condition, including any applicable shipping costs, and if the unit is stolen or damaged beyond repair You agree to pay AML its then applicable replacement fee.
- 4. Delivery.** Delivery of the Silhouette Hardware shall occur when the Silhouette Hardware arrives and is signed for at the address shown on the Order Form.
- 5. Title:** In the case of sale of one or more units of Silhouette Hardware, ownership of the Silhouette Hardware shall not pass to You, nor shall You have a license to use any Silhouette Software until You have paid for the Silhouette Hardware in full and also paid all license fees owing for the Silhouette Software. In the case of a lease or loan of one or more unit(s) of the Silhouette Hardware, or in the case of a Hardware Use License, ownership of the Silhouette Hardware shall at all times remain with AML (or its distributor in instances where AML's distributor has made the lease or loan or entered into the Subscription Contract), and, at the expiration or termination of the lease, loan or subscription term, You shall, at Your expense, clean, package (in the original packing cases) and ship the Silhouette Hardware to AML (or its distributor, as the case may be) in the same condition as at the beginning of the term, reasonable wear and use excepted. In the case of a Hardware Use License, AML (and/or its distributors) reserves the right to substitute or replace any Silhouette Device or Silhouette Accessory with comparable or superior Silhouette Hardware at any time.
- 6. Non-Payment:** Where You fail to pay when due either the purchase price for the Silhouette Hardware, or any lease payment, subscription fee, license fee or other amount owing to AML (and/or its distributor), AML (and/or its distributor) may charge, and You shall be liable to pay, interest on any overdue account calculated on a daily basis from the due date until actual payment at an interest rate equal to the lesser of (i) 5% above the the "U.S. Prime Rate", as adjusted from time to time, as published in the

Wall Street Journal, or (ii) the highest rate of interest permitted by law. In addition, You agree to reimburse AML (and/or its distributor) for any costs and expenses, including legal fees, incurred by AML (and/or its distributor) in collecting any amounts You fail to pay when due to AML (and/or its distributor). Further, You agree to return the Silhouette Hardware to AML (and/or its distributor) at Your expense if requested to do so by AML (and/or its distributor) following non-payment of any amount owing by You to AML (and/or its distributor) for the purchase or lease of Silhouette Hardware, or non-payment of any subscription fee owing by You to AML (and/or its distributor) under a Subscription Contract, and without limiting any other right AML (and/or its distributor) may have.

- 7. Taxes:** All payments under this CTEULA shall be made free of deduction or withholding. In the event that You become liable to deduct or withhold an amount by way of tax or otherwise from payments due under this Agreement, You shall pay such additional amount as will be necessary to ensure that the price for the Products received by AML (and/or its distributor) equals the amount that would otherwise have been received in the absence of that deduction or withholding.
- 8. License:** If the Order Form includes one or more licenses of Silhouette Software, AML grants You a non-exclusive, non-transferrable license to use the then current released version of the specified Silhouette Software Product in accordance with this CTEULA and this license shall continue for the term described in Paragraph 9, unless sooner terminated or revoked under the terms of this CTEULA. In addition to any other rights AML may have, AML may revoke the Silhouette Software licenses granted by notifying You in writing if You fail to pay when due, the purchase price for the Silhouette Hardware, or any lease payment, subscription fee, license fee or other amount owing to AML, or shall breach any provision of the CTEULA. Upon such revocation, or upon the expiration or termination of a Silhouette Software license, AML shall have the right to block Your access to and use of the licensed Silhouette Software or any part thereof. **"Use"** of the Silhouette Software means loading, installing, or running the Silhouette Software on the hardware provided by You, meeting a specification provided by AML; provided, however, in the case of a license of SilhouetteCentral with hosting by AML, **"Use"** means access to and use of the hosted instance.
- 9. Software License Term:** The license of Silhouette Software granted under this Agreement may be either for a Fixed Term or for a Continuous Term as follows:
 - (a) If the Order Form specifies a fixed term, then this license is for the fixed term specified on the Order Form (**Fixed Term**) commencing on the date the license is issued. In such event, the renewal of the Fixed Term will be governed by clause 10 below. If the Order Form fails to specify a Fixed Term or a Continuous Term, the license shall be deemed to be for a Fixed Term of one month commencing on the date the license is issued.
 - (b) If the Order Form specifies a Continuous Term, then this license is for a Continuous Term as specified in the Order Form (**Continuous Term**) commencing on the date the license is issued.
 - (c) For clarity, where more than one Silhouette Software Product is licensed to You, the Order Form may specify a different Fixed Term and/or a Continuous Term for each.
 - (d) Whether for a Fixed Term (or any Renewed Term thereof) or a Continuous Term, the license granted under this Agreement is subject to termination under the circumstances described in clause 8.
- 10. Renewal (Software License; Subscription Contract):** If Your license of Silhouette Software is for a Fixed Term, then at the expiration of the Fixed Term (and any subsequent Renewed Term), AML may offer to renew Your license of the Silhouette Software for an additional term (**Renewed Term**). Further, at the expiration of the Fixed Term of a Subscription Contract, AML may offer You a Renewed Term of Your Subscription Contract. In either case, a Renewed Term may be offered, provided:
 - (a) You are not in breach of this Agreement (or any Subscription Contract);
 - (b) AML has received from You in cleared funds the then current license fee or subscription fee, for the Renewed Term; and
 - (c) You agree to any variation of this Agreement specified by AML in accordance with clause 23.AML may offer You a Renewed Term by sending You a renewal invoice for the license fee and/or subscription fee, for the Renewed Term during the last ninety (90) days of the then current term. You may accept such offer by paying the renewal invoice when due and agreeing to any such variations in the manner specified by clause 23. The Renewed Term may be effected by the issue of an executable or license file over the internet. If AML does not offer a Renewed Term or if You do not accept a Renewed Term in the above manner, the license of the Silhouette Software, and/or the term of Your Subscription Contract, shall terminate at the end of the initial Fixed Term or the initial Fixed Term as previously renewed.
- 11. Restrictions on Use:** You agree not to:
 - (a) translate, adapt, reverse-engineer or modify the Silhouette Hardware or the Silhouette Software, or do anything to circumvent the operation of the Silhouette Hardware or the Silhouette Software, or combine or integrate the Silhouette Hardware or the Silhouette Software with any other products;
 - (b) separate any component of the Silhouette Software or Silhouette Hardware for use with other than the hardware for which a license has been granted;
 - (c) lend, rent, lease, transfer, assign or otherwise deal in the Products without the prior written consent of AML.
 - (d) export or extract data from the Silhouette Software, except through a product or service provided by AML.
 - (e) use any of the Products outside the field of human medicine or for any use or purposes for which governmental approvals have not been obtained.

Without limiting the generality of the foregoing, you agree that the Products may not be exported or re-exported (a) into any U.S.-embargoed countries or (b) to anyone on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Department of Commerce Denied Persons List or Entity List. By using the Products, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture, or production of nuclear, missile, or chemical or biological weapons.

The Services provided to you may include the installation or provision of third party software components or services ("Third Party Software") which are provided under separate license terms (the "Third Party Terms"), and you agree to comply with the Third Party Terms. Information regarding Third Party Software included with the Services purchased by you and the relevant Third Party Terms, is available on request by email to support@aranzmedical.com. The Silhouette Software may use or include one or more of the open source software components listed in the open source attribution file, which is available in the Silhouette Software upon installation, and is also available on request by email to support@aranzmedical.com. Please refer to the open source attribution file for the open source license disclosures and pertinent terms. Use of the open source software constitutes your agreement to abide by the open source software license terms. Further, where AML is providing hosting services through a third-party hosting provider, such hosting service shall also be subject to the terms and conditions of such provider.

In addition, (1) each license of SilhouetteConnect is restricted to use only on a single unit of computer equipment used by a single person at any time, and consisting of a personal computer, laptop or tablet, and You agree not to exceed this limitation, and (2) each Point of Care Access License is restricted either to a specific Point of Care Device(s) or to a specific individual or individuals, and You agree not to circumvent this restriction.

12. Upgrades and Support: AML may offer You Upgrades when they are released. In cases where new versions are offered with respect to the Silhouette Software, but are not accepted by You, AML shall have no obligation to provide Support for older versions. The Order Form may describe Upgrades and/or Support that AML has agreed to provide You with respect to the Products. Except as otherwise provided in the Order Form, Upgrades and Support will be available to You only if offered by AML and purchased by You at AML's applicable rates. AML may offer You Modules from time to time, subject to Your payment of such additional license fees and agreement to any terms and conditions applicable to the Modules. All Upgrades and Modules will form part of the Silhouette Software and must only be used in accordance with this CTEULA.

13. Protection of Proprietary Rights: You acknowledge that all right, title and interest in the Silhouette Software and all Proprietary Rights in the Silhouette Hardware and the Silhouette Software are vested in AML or its licensors, and You agree that You will not dispute such ownership nor claim any intellectual property rights relating to the Silhouette Hardware or the Silhouette Software or any enhancements or modifications of the Silhouette Hardware or the Silhouette Software. For the purposes of this CTEULA, "Proprietary Rights" means all intellectual or industrial property rights in the Silhouette Hardware and the Silhouette Software and all rights to patents, trademarks, trade names, inventions, designs, trade secrets, copyright and know-how relating to the origin, manufacture, programming, operating and/or servicing of the Silhouette Hardware and the Silhouette Software and any enhancements or modifications of the Silhouette Hardware or the Silhouette Software. You must maintain all intellectual property notices appearing on the Products and must not remove the same. You must notify AML immediately if You know of any circumstances that suggest that any person may have unauthorised knowledge, possession or use of the Products.

14. Warranty - Silhouette Hardware: If You have purchased or leased one or more unit(s) of the Silhouette Hardware, or entered into a Hardware Use License, the Terms of Use sets forth the Limited Warranty applicable to the Silhouette Hardware. Except as set forth in the Terms of Use, all other representations or warranties (statutory, express or implied except any which may not lawfully be excluded) with respect to the Silhouette Hardware are expressly excluded. Without prejudice to the generality of the foregoing, the implied warranties of merchantability and fitness for a particular purpose are excluded.

15. Warranty - Software: The Silhouette Software is licensed to You "as is" and all representations or warranties (statutory, express or implied except any which may not lawfully be excluded) are expressly excluded. Without prejudice to the generality of the foregoing, the implied warranties of merchantability and fitness for a particular purpose are excluded. You acknowledge that the Silhouette Software operates in a predictive manner relative to input of which AML has no control over the collection, use or interpretation, and You accept the entire risk as to the use and the results of the use of the Silhouette Software in the terms of correctness, accuracy, reliability and performance. You also accept the entire risk as to any conflict between Silhouette Software and other software on the hardware on which the Silhouette Software is installed.

16. Data: If the Order Form includes a license of SilhouetteCentral with data to be hosted by You, You will be exclusively responsible for security and integrity of data, including regular back up of data. If the Order Form includes a license of SilhouetteCentral with data hosted by AML, then upon termination of Your license of SilhouetteCentral, AML will take Your instance of SilhouetteCentral off line, but will offer You an archive of images and wound assessment records, provided You pay for AML's usual commercial charges for the cost of preparing the archive. This archive will be in the form of jpg images, an export of the wound measurement data in a CSV (comma separated value) format file, and an export of SilhouetteCentral format data. This archive will be provided on an industry standard media (such as DVD) that AML will select at the time.

17. Government Licenses of Software. The Silhouette Software and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software

Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

- 18. Liability:** TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL AML BE LIABLE FOR PERSONAL INJURY OR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PRODUCTS, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF AML HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall AML's total liability to You for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty US Dollars (US\$50.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.
- 19. Compliance with Law:** You will not use the Products for any unlawful purpose or in furtherance of any illegal activity. You warrant that You will comply with all applicable federal, state and local laws, executive orders, and regulations. You further warrant that at all times when using the Products you will have obtained all consents and/or permissions as required by law to the transfer, hosting, processing, controlling, accessing and use for purposes authorized under the Order Form, the BAA and/or this Agreement, of any personal information, Protected Health Information (under HIPAA), Personal Data (under the GDPR) and/or other data provided, entered, transferred or received by you using the Products, and that your use of the Products will be conducted in accordance with all applicable laws, including but not limited to HIPAA and the GDPR, as applicable. Further, in instances where AML is hosting, processing, provided, or provided access to, Protected Health Information (PHI) that is subject to HIPAA, that hosting, processing or access will be subject to all of the terms of AML's standard Business Associate Agreement (BAA), available at <https://www.aranzmedical.com/silhouette-legal> and you agree to be bound thereby, except in instances where AML shall have entered into a separate Business Associate Agreement with you, in which case such separate Business Associate Agreement shall apply.
- 20. Notice:** Any notice to be given in terms of this CTEULA must be made in writing or by email sent to the address notified by either party to the other from time to time. Any communication by email will be deemed to be received when transmitted to the correct email address of the recipient and any communication in writing will be deemed to be received when left at the specified address of the recipient.
- 21. Force Majeure:** AML will not be liable to You for any delay or failure of AML to perform its obligations hereunder if such delay or failure arises from cause or causes beyond the reasonable control of AML.
- 22. Assignment:** You may not assign or transfer this Agreement or any of the rights or obligations under this Agreement without the prior written consent of AML.
- 23. Agreement:** This Agreement constitutes the entire agreement between AML and You with respect to the subject matter hereof and supersedes any and all prior negotiations and agreements between AML and You with the exception of terms listed in the Order Form and a non-disclosure agreement that may separately be in force between AML and You. The additional terms set forth in the Order Form and in the Terms of Use (and in the BAA, if applicable) are incorporated by reference in this Agreement, and You agree to abide by all of such additional terms. In the event of any conflict between the terms of the Order Form and the terms of this CTEULA, the terms of the Order Form shall govern. This Agreement and/or the Terms of Use may be revised by AML from time to time. By accepting any Renewed Term, by paying Support fees or by accepting any Update or Module offered by AML, You will be deemed to have agreed to, and will be bound by, all the terms and conditions of this Agreement and the Terms of Use in its and/or their then most current form, as posted at www.aranzmedical.com. No variation to the terms of this Agreement or the Terms of Use made by You will be binding on AML unless it is in writing and signed by both parties.
- 24. Governing Law:** Where the customer set forth in the Order Form is located in the USA (as evidenced by the customer's address set forth in the Order Form), this Agreement is subject to the laws of the State of Delaware. In all other instances, this Agreement is subject to the laws of New Zealand and You agree to submit to the exclusive jurisdiction of the New Zealand courts.

ARANZ Medical Limited – Silhouette® Product Suite Terms of Use

Effective Date: 1 July 2023

This document sets forth terms of use for the Silhouette® Product Suite, and is divided into the following Parts:

- Part 1: Defined Terms**
- Part 2: Warranty Terms**
- Part 3: Use of Silhouette Software**
- Part 4: Technical Support Policies**
- Part 5: General Terms**

Parts 1 and 5 apply to all Products, whereas Parts 2 through 4 are divided into sections applicable to individual Products, so you should review Parts 2 through 4 and your Order Form to determine the sections of Parts 2 through 4 applicable to the Products you are purchasing, leasing, licensing and/or borrowing from Us. These Terms of Use are supplemental to the Conditions of Transfer and End User License Agreement (**CTEULA**) applicable to the Products and all of terms of the CTEULA will apply to your purchase, lease, license loan and/or use of the Products.

Part 1: Defined Terms

As used in these Terms of Use, the following terms have the following meanings:

AML means ARANZ Medical Limited.

Hardware Use License means a license to use one or more unit(s) of Silhouette Hardware provided by AML (or one of its distributors) under a Subscription Contract.

Module means an add-on, option or feature, which is associated with a Silhouette Software product but is licensed for an additional license fee. For example, Silhouette 2D Imaging, Silhouette 3D Imaging and Silhouette Secure Image Capture are Modules available for an additional fee to license holders of a Point of Care Access License to SilhouetteCentral.

Upgrade means a subsequent release of a Silhouette Software product which AML may offer to license holders with a current paid up Support Contract at no additional license fee and may include bug fixes and new functionality.

Order Form means the contract (including any Subscription Contract), quotation or purchase order accepted by AML designating which unit(s) of Silhouette Hardware (if any) are being sold, leased or loaned to You, and which units of Silhouette Software (if any) are being licensed to You.

Point of Care Access License means a license to SilhouetteCentral that permits specified Point of Care Devices to communicate with an instance of SilhouetteCentral.

Point of Care Device means an image capture device, and includes a SilhouetteStar, but also includes a smart phone or tablet provided by You running SilhouetteLite or SilhouetteLite+ or having a connection to an instance of SilhouetteCentral via a Silhouette Secure Image Capture, Silhouette 2D Imaging or Silhouette 3D Imaging Module.

Products means, collectively, any SilhouetteStar or Silhouette Accessory sold, leased or loaned to You (or provided to you under a Subscription Contract), any Silhouette Software licensed to You, and any Support or Services purchased by You. SILHOUETTESTAR™, SILHOUETTECENTRAL™, SILHOUETTECONNECT™, SILHOUETTE 2D™, SILHOUETTE 3D™, SILHOUETTELITE™, SILHOUETTELITE+™, SILHOUETTE SECURE IMAGE CAPTURE™, SILHOUETTE 2D IMAGING™ and SILHOUETTE 3D IMAGING™ are trademarks owned by AML and/or its affiliates with respect to the Products.

Services means any additional services purchased by You from AML (and/or its distributor) over and above those services included in Your **Support Contract** (see Part 4 of these Terms of Use for more detail).

Silhouette 2D Imaging means the web based service Module for capturing, storing and analysing two dimensional wound images using a standard mobile device (provided by the Customer, unless specifically provided otherwise in the Order Form) on an instance of SilhouetteCentral. Silhouette 2D Imaging uses a reference sticker for scaling.

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Silhouette Accessory means accessory hardware produced by AML, other than SilhouetteStar, and includes the SilhouetteLite+ Sensor.

SilhouetteCentral means the executable code version of the application software for the processing, storage and organization of wound data, produced by AML under the SILHOUETTECENTRAL™ trademark.

SilhouetteConnect means the executable code version of the application software for wound image processing and storage on a personal computer, laptop or tablet provided by You, produced by AML under the SILHOUETTECONNECT™ trademark.

Silhouette Hardware means, collectively, SilhouetteStar and the Silhouette Accessory(ies).

SilhouetteLite means the executable code version of the application software for wound image and data capture and processing, produced by AML under the SILHOUETTELITE™ trademark.

SilhouetteLite EULA means the End User License Agreement that the end user agrees to when he/she/it downloads SilhouetteLite or SilhouetteLite+ from the Apple App Store.

SilhouetteLite+ means the executable code version of the application software for wound image and data capture and processing with the SilhouetteLite+ Sensor, produced by AML under the SILHOUETTELITE+™ trademark.

SilhouetteLite+ Sensor means the range finder accessory device, and associated battery charger, produced by AML under the SILHOUETTELITE+ SENSOR™ trademark.

Silhouette Secure Image Capture means the web based service Module for capturing and storing wound images without scaling or measurement, using a standard mobile device (provided by the Customer, unless specifically provided otherwise in the Order Form) on an instance of SilhouetteCentral.

Silhouette Software means collectively SilhouetteCentral and SilhouetteConnect, and also includes Upgrades and Modules with respect to each of same. The "Silhouette Software" also includes any documentation provided or made available to You by AML in connection with and pertaining to the Silhouette Software, whether in printed or electronic format, and any associated media or printed materials pertaining to the Silhouette Software. For clarity, as used herein, the term "Silhouette Software" does not include SilhouetteLite or SilhouetteLite+, as those products are licensed under the terms of SilhouetteLite EULA.

SilhouetteStar means the SILHOUETTESTAR™ image capture device.

Subscription Contract means a contract (including an Order Form) under which AML provides you with a bundle that may include licenses of Silhouette Software, a Hardware Use License, Limited Warranty, Support and/or Services for a defined fixed term (**Fixed Term**), and You agree to pay subscription fees for that Fixed Term.

Support means the support services that AML provides to license holders of the Silhouette Software who have paid for a Support Contract for the current support period (see Part 4 below).

Support Contract means the contract that the holder of a license of the Silhouette Software must purchase as a precondition to receiving Support and Updates during a designated support period (see Part 4 below).

Terms of Use means these ARANZ Medical Limited Silhouette® Product Descriptions and Terms of Use, as such Terms of Use may be revised from time to time.

You or **Your** means the person or entity that purchases, leases, borrows or subscribes to use of Silhouette Hardware, purchases Support or Services, and/or holds a license of the Silhouette Software.

Part 2: Warranty Terms

Section 1 - Silhouette Hardware

Overview

Each unit of Silhouette Hardware is covered by a limited warranty (the **Limited Warranty**) for a period of 12 months from the date that unit is delivered to you. The Order Form may offer you the option of purchasing a warranty extension, pursuant to which the Limited Warranty may be extended for either an additional 12 or an additional 24 months; but the annual rate charged for the Limited Warranty for a unit of Silhouette Hardware will increase as the age of that unit increases and we reserve the right to not offer warranty extension on any unit of Silhouette Hardware.

Scope of Limited Warranty

The Limited Warranty covers failure of the unit of Silhouette Hardware due to manufacturing error or component failure, but expressly excludes any damage or failure that could reasonably be considered to result from: (i) negligence or misuse of the unit of Silhouette Hardware, including dropping of the unit of Silhouette Hardware, (ii) improper operation, use, storage, repair or maintenance of the unit of Silhouette Hardware, (iii) any modification to the unit of Silhouette Hardware not performed by us, or (iv) connection of the unit of Silhouette Hardware to other equipment or software to which it is incompatible.

All other representations or warranties (statutory, express or implied except any which may not lawfully be excluded) with respect to the Silhouette Hardware are expressly excluded. Without prejudice to the generality of the foregoing, the implied warranties of merchantability and fitness for a particular purpose are excluded. We will not be liable to you under the law of tort, contract or otherwise for any direct, indirect or consequential loss or damage, including any loss of profits, however

caused, arising out of the use of, loss of use of or disrepair of the Silhouette Hardware. If any limitation of liability is invalid for any reason and we become liable for loss or damage that would otherwise have been excluded, such liability to You for all damages will not (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty US Dollars (US\$50.00).

Warranty Procedure

In order to receive warranty service for a unit of Silhouette Hardware, the Limited Warranty for that unit of Silhouette Hardware must be in effect on the date on which a warranty claim is lodged by you. You may lodge a warranty claim by email or by calling our technical support line during Support hours. When a warranty claim is lodged, we will assign your warranty claim a Case Number. In most cases it will be necessary for you to ship the unit of Silhouette Hardware to us for evaluation of your warranty claim. If your warranty claim is covered by the Limited Warranty, we will repair or replace the damaged or defective article and will pay for shipping in both directions. If your warranty claim is not covered by the Limited Warranty, you will be responsible for all shipping costs, and if you elect to proceed with repair, you will be responsible for the cost of repair at our usual rates as then in effect.

Section 2 - Silhouette Software

Disclaimer

If the Order Form includes one or more licenses of Silhouette Software, the Silhouette Software is licensed to you "as is" and all representations or warranties (statutory, express or implied except any which may not lawfully be excluded) are expressly excluded. Without prejudice to the generality of the foregoing, the implied warranties of merchantability and fitness for a particular purpose are excluded. You acknowledge that the Silhouette Software operates in a predictive manner relative to input of which AML has no control over the collection, use or interpretation, and you accept the entire risk as to the use and the results of the use of the Silhouette Software in the terms of correctness, accuracy, reliability and performance. You also accept the entire risk as to any conflict between Silhouette Software and other software on the hardware on which the Silhouette Software is installed.

Part 3: Use of Silhouette Software

Section 1 – SilhouetteCentral – Customer Hosted

Overview

This Section 1 applies if the Order Form includes a license of SilhouetteCentral where data is to be hosted by you on your server.

Installation

SilhouetteCentral is supplied by download from the internet or by other means. The software includes installation instructions for a person skilled in computer system administration to carry out the installation process. To assist in this installation, AML will provide remote assistance by connecting to the server computer via the internet. You are responsible for coordinating within your organization to have a properly skilled person available at the site while our service person assists with the SilhouetteCentral installation.

Each Point of Care Device connects to SilhouetteCentral in one of two ways: (1) an indirect connection via a Point of Care Access License that permits an instance of SilhouetteConnect installed on a personal computer, laptop or tablet to communicate with an instance of SilhouetteCentral, or (2) a direct connection via a Point of Care Access License that permits the Point of Care Device to communicate directly with an instance of SilhouetteCentral. In either case, configuration is required as described below.

Connection via SilhouetteConnect

Each instance of SilhouetteConnect must be configured to connect with the specific SilhouetteCentral database to allow SilhouetteCentral to synchronize. This configuration is performed by you and all necessary setup information for configuring SilhouetteCentral will be provided to you by AML. A Point of Care Access License is required to enable this connection.

ARANZ Medical will provide detailed instructions to you on how to configure an instance of SilhouetteConnect to connect to SilhouetteCentral. ARANZ Medical will provide telephone assistance in the setup of the first license of SilhouetteConnect at no charge. Any requested support for additional licenses of SilhouetteConnect will be considered as support for that license of SilhouetteConnect and processed accordingly.

You are responsible for the setup and maintenance of the connection of each personal computer, laptop or tablet on which SilhouetteConnect is installed to the internet and for ensuring that each instance of SilhouetteConnect is regularly

synchronized with SilhouetteCentral. AML highly recommends that you synchronize each instance of SilhouetteConnect on each day on which data is collected.

Direct Connection

Where a Point of Care Device is connected directly to SilhouetteCentral via a Point of Care Access License, each Point of Care Device must be configured to access your URL and instance of SilhouetteCentral. This configuration is performed by you and all necessary setup information is provided to you by AML. You are responsible for the maintenance and performance (to our product minimum specifications) of your wireless internet connection to allow your Point of Care Device(s) to communicate with your instance of SilhouetteCentral. Your Point of Care Access License is limited to a specific Point of Care Device(s) which may connect to an instance of SilhouetteCentral via that Point of Care Access License, and You agree not to circumvent this restriction.

In addition, where the Point of Care Device is connecting via SilhouetteLite or SilhouetteLite+, it is necessary for the user to first download and install SilhouetteLite or SilhouetteLite+ on the Point of Care Device.

AML will provide minimum specifications for Your Point of Care Device(s), and you are responsible for the purchase and maintenance of the Point of Care Device(s) at your expense.

System Requirements

We will provide minimum specifications for the computer system for the server. You are responsible at your expense for the purchase and maintenance of all hardware for the server computer. Note: In smaller installations, for example a wound care center or office, SilhouetteCentral can sometimes be installed on an existing computer in the facility. In larger installations, dedicated higher performance servers will be required.

You are responsible at your expense for the Microsoft software required to support SilhouetteCentral including the operating system and SQL Server database.

You are responsible at your expense for all hardware and network infrastructure at your site including any remote locations. This includes any network data connection costs. You are also responsible for security and regular backup of data.

You agree that AML may access your instance of SilhouetteCentral for configuration, audit and support purposes and may configure your instance to automatically generate and electronically transmit usage reports to AML.

Section 2 - SilhouetteCentral – AML Hosted

Overview

This Section 2 applies if the Order Form includes a license of SilhouetteCentral where data is to be hosted by AML.

Set up and Use

SilhouetteCentral with data hosting by AML requires no software installation at your site for the SilhouetteCentral instance. SilhouetteCentral includes a web server which allows access to the SilhouetteCentral database through a web interface. An authorised user can open web browser on an internet-connected computer and type in the unique URL of the database. They are then prompted to enter a username and password to gain access to the data.

Once authenticated onto SilhouetteCentral, an authorised user can review patient data including images and measurements. The authorised user can also export the patient data into a file with a format that can be subsequently read into various statistical analysis packages.

Each Point of Care Device connects to SilhouetteCentral in one of two ways: (1) an indirect connection via a Point of Care Access License that permits an instance of SilhouetteConnect installed on a personal computer, laptop or tablet to communicate with an instance of SilhouetteCentral, or (2) a direct connection via a Point of Care Access License that permits the Point of Care Device to communicate directly with an instance of SilhouetteCentral. In either case, configuration is required as described below.

Hosting by AML is provided through third party hosting services, and subject to third party license terms (the "Third Party Terms"). Information regarding these third party services is available for your information on request by email to support@silhouette.com.

Connection via SilhouetteConnect

Each instance of SilhouetteConnect must be configured to connect with the specific SilhouetteCentral database to allow SilhouetteCentral to synchronize. This configuration is performed by you and all necessary setup information for configuring SilhouetteCentral will be provided to you by AML. A Point of Care Access License is required to enable this connection.

ARANZ Medical will provide detailed instructions to you on how to configure an instance of SilhouetteConnect to connect to SilhouetteCentral. ARANZ Medical will provide telephone assistance in the setup of the first license of SilhouetteConnect at no charge. Any requested support for additional licenses of SilhouetteConnect will be considered as support for that license of SilhouetteConnect and processed accordingly.

You are responsible for the setup and maintenance of the connection of each personal computer, laptop or tablet on which SilhouetteConnect is installed to the internet and for ensuring that each instance of SilhouetteConnect is regularly synchronized with SilhouetteCentral. AML highly recommends that you synchronize each instance of SilhouetteConnect on each day on which data is collected.

You agree that AML may access your instance of SilhouetteCentral for configuration, audit and support purposes and may configure your instance to automatically generate and electronically transmit usage reports to AML.

Direct Connection

Where a Point of Care Device is connected directly to SilhouetteCentral via a Point of Care Access License, each Point of Care Device must be configured to access your URL and instance of SilhouetteCentral. This configuration is performed by you and all necessary setup information is provided to you by AML. You are responsible for the maintenance and performance (to our product minimum specifications) of your wireless internet connection to allow your Point of Care Device(s) to communicate with your instance of SilhouetteCentral. Your Point of Care Access License will specify the specific Point of Care Device(s) which may connect to an instance of SilhouetteCentral via that Point of Care Access License, and You agree not to circumvent this restriction.

In addition, where the Point of Care Device is connecting via SilhouetteLite or SilhouetteLite+, it is necessary for the user to first download and install SilhouetteLite or SilhouetteLite+ on the Point of Care Device.

AML will provide minimum specifications for Your Point of Care Device(s), and you are responsible for the purchase and maintenance of the Point of Care Device(s) at your expense.

General

We will provide instructions on web access to SilhouetteCentral. SilhouetteCentral can be accessed from a Microsoft Windows PC using Microsoft Internet Explorer (version 11 or later) web browser, which you will be required to provide at your expense.

We are responsible for connectivity charges relating to connecting SilhouetteCentral on our server to the internet. You are responsible for any other internet data charges – e.g. if there are charges for the connection of each personal computer, laptop or tablet on which SilhouetteConnect is installed to the internet, and/or for the connection of your Point of Care Device directly to Silhouette Central via a Point of Care Access License, and for performance and cost of the internet network traffic of any computer system used to access SilhouetteCentral.

We will provide hosting of SilhouetteCentral on the internet and AML has sole discretion as to the means of providing this data hosting service (we may host this service on our servers or on third party servers). However AML chooses to host this service, and provided you comply with the requirements imposed on you under the Section entitled "Security" below, AML is responsible for the maintenance and backup of the data transferred to the server hosting SilhouetteCentral.

The SilhouetteCentral server will be off-line for short periods for scheduled (and in some cases unscheduled) maintenance so 100% up-time of the server is not guaranteed. AML will back up the SilhouetteCentral server content regularly according to standard industry practice.

Termination

You are permitted to terminate your license of SilhouetteCentral only as of the last day of a calendar quarter, by giving AML written notice of termination at least 15 days prior to the last day of the quarter, except that where the Order Form specifies a minimum number of quarters, you may terminate your license only as of or after the last day of the last specified quarter. AML will continue to invoice you quarterly for, and you agree that you will continue to pay, Quarterly License Fees for SilhouetteCentral until the effective date of termination of your license.

Following the effective date of termination, including any termination by AML pursuant to the terms of the CTEULA or these Terms of Use, AML will take SilhouetteCentral off line, archive all images and wound assessment records and provide these to you. (This will be in the form of jpg images, an export of the wound measurement data in CSV (comma separated value) format file, and an export of the Silhouette format data in the event that in future the customer may require this.) A Data Archival Fee will apply to this service. Once this data transfer has occurred, AML may, at our discretion, delete all patient data. AML reserve the right to provide an alternate means of providing this data hosting service or to discontinue providing SilhouetteCentral at any time; provided, however, that AML will not discontinue this service during the period that you have committed to pay hosting fees in the accepted Order Form.

Section 3 - SilhouetteConnect

Overview

This Section 3 applies if the Order Form includes a license of SilhouetteConnect.

Installation

SilhouetteConnect is supplied by download from the internet or by other means, and must be separately installed on each personal computer, laptop or tablet running SilhouetteConnect. The software includes installation instructions for a person skilled in computer system administration to carry out the installation process.

System Requirements

We will provide minimum specifications for the personal computer(s), laptop(s) and/or tablet(s) running SilhouetteConnect. You are responsible at your expense for the purchase and maintenance of the personal computer(s), laptop(s) and/or tablet(s). You are responsible at your expense for all other hardware and network infrastructure at your site including any remote locations, and for any network data connection costs. You are also responsible for security and regular backup of data.

Input/output Unit and Other Limitations

Each license of SilhouetteConnect is restricted to use only on a single personal computer, laptop or tablet. You agree not to exceed this limitation. Where an instance of SilhouetteConnect is not integrated to connect to an instance of SilhouetteCentral, a maximum of 2000 assessments (or other number of assessments specified in the Order Form) may be stored with that instance of SilhouetteConnect. Where that limit is exceeded, you must either purchase an additional license of SilhouetteConnect or a license of SilhouetteCentral.

Section 4 - General

Customization

The software comprising SilhouetteConnect and SilhouetteCentral is standard, and without customization and configuration. Upon Customer request, a customization or configuration service can be made available for an additional charge.

Security

The Silhouette Software permits configuration in accordance with standard industry practice employed in medical record systems for the confidentiality of stored data.

You agree to configure SilhouetteConnect and SilhouetteCentral according to guidelines provided by AML with regards to maintaining data confidentiality. All information is under username/password protection and you are responsible for selection and modification of all usernames and passwords and for ensuring that the confidentiality of this access information. You agree to allow AML to access your instance of SilhouetteCentral for service purposes. You agree that you are responsible for any other legal issues relating to storage of patient data on the Silhouette Software.

Part 4: Technical Support Policies

These Technical Support Policies apply to technical support (**Support**) that AML provides for the Silhouette Software:

- SilhouetteCentral
- SilhouetteConnect

Support Contracts

Each license of the Silhouette Software will only be entitled to Support during periods that license is under a current Support Contract. You will not be entitled to Support or Updates for any license of Silhouette Software for which a Support Contract is not purchased. Three levels of Support are offered under different Support Contracts: Minimum Support, Enhanced Support and Premium Support. Unless otherwise provided in an accepted Order Form, if your license is an annual license or is for a shorter Fixed Term, a Support Contract providing Minimum Support is included in the license fees charged for the Fixed Term (or any offered and accepted Renewed Term); provided, if you wish to purchase Enhanced Support or Premium Support for that license, additional fees apply. Unless otherwise provided in an accepted Order Form, if your license is for a Continuous Term, your license fee will not include a Support Contract. In the case of a license for a Continuous Term, (1) you will not be entitled to Support or Updates unless you purchase a Support Contract for each applicable Support period, at our then current rates, (2) the Support period (usually one year) will be the period for which AML has invoiced and you have paid support fees in advance, (3) you will not be required to pay Support fees, but you acknowledge that without Support and Updates the

functionality of the Silhouette Software will not progress and may degrade over time, and (4) you may purchase a Support Contract at one of our three offered levels: Minimum Support, Enhanced Support or Premium Support. Further if you and/or a related person or entity holds more than one license of the Silhouette Software, you or they will not be entitled to Support unless a current Support Contract is maintained on all such licenses.

Provision of Support

Support is provided through email and telephone during the Support hours designated in your Support Contract. AML will provide you with a telephone number and email address for you to use in seeking Support. You are responsible for all telecommunications charges (telephone, internet, etc.) you incur in contacting AML for Support. If a voicemail answers your call or you do not receive a response to your email request during your business hours, AML will endeavor to respond within the applicable response time designated in your Support Contract. The person contacting AML for Support on your behalf must be knowledgeable about the relevant Product and your environment in order to assist AML in analyzing and resolving service requests, and must have a baseline understanding of the problem you are encountering and an ability to reproduce the problem in order to assist AML in diagnosing and triaging the problem.

Scope of Support

Support that AML provides is remote assistance with technical questions about the Products. It also includes Updates as defined below. The scope of Support (whether Minimum, Enhanced or Premium) is designated in your Support Contract. Regardless of the level of Support purchased by you, Support does not include the following Services: training, product integration, project integration, project implementation, consulting, data review, data processing, data correction or user administration services, data archival services, but these Services may be available for additional fees either directly by AML or through our distributors or agents. Support and Services are delivered in English only.

Updates and Modules

Updates with respect to the Silhouette Software may be offered from time to time. Updates of our Silhouette Software Products are offered to license holders of those Products if your license is in effect, with a current paid Support Contract in effect, during the period the release is first offered. Updates and installation instructions are made available by download and you will be responsible for copying, downloading and installing the Updates. If AML offers you an Update, but you do not accept it, AML will have no obligation to provide Support of older versions. AML may offer you Modules from time to time, subject to your payment of any additional license fees and agreement to any terms and conditions applicable to the Module. All Updates accepted by you and all Modules purchased by you will form a part of the Silhouette Software licensed to you and be subject to these Terms of Use and the CTEULA.

Lapsed Support

If Support lapses because you have failed to purchase a Support Contract prior to the commencement of an offered Support period, and you subsequently wish to be reinstated in the Support program, you must:

- a) pay all support fees that would have been payable during the period Support was lapsed had you kept a Support Contract in place on a continuous basis.
- b) update your Silhouette Software to the latest major release.

Discontinuation of Support

We may choose to discontinue Support of any of our Silhouette Software Products (or any release thereof) at any time in the future; however, if your license is for a Continuous Term AML will continue Support for a minimum period of three years from the date of your original purchase of your license for a Continuous Term, so long as you have purchased a Support Contract for all Support periods during such three year period and have installed all Updates AML has offered to you.

Use of Information

You recognize that in the course of receiving Support, you or your representatives may furnish data or other information to AML or to our distributors or support agents. By furnishing such information you irrevocably consent to the use, transfer and processing of this information by AML, our distributors and agents for support purposes and keeping you apprised of Support and Update information.

Contact Us

We value your business and want you to experience success with Silhouette. If for any reason you are not satisfied with the Support you receive, please contact AML at quality@aranzmedical.com.

Part 5: General Terms

The Products are supplied with the user interface and supporting documentation in English only.

We may perform any of our obligations under these Terms of Use through a distributor or agent.

AML is committed to compliance with the Waste Electrical and Electronic Equipment Regulations (WEEE), EU Directive 2002/96/EC in countries where the WEEE Regulations apply. By accepting the Silhouette Hardware, you agree to be responsible for proper disposal thereof in accordance with the WEEE Regulations and/or other applicable law. Alternatively, you may return the Silhouette Hardware to AML for recycling and/or disposal (contact AML at quality@aranzmedical.com for more information).

In some instances, AML acts as a reseller and/or lessor of equipment or hardware produced by others. For clarity, these Terms of Use do not apply to such equipment or hardware, and such equipment and hardware is sold and/or leased without any warranty, support or other obligation on the part of AML, excepting only for any such obligations specifically assumed by AML in the Order Form. Otherwise, your sole recourse with respect to such equipment and hardware shall be against the original manufacturer.

These Terms of Use are subject to revision by AML at any time, provided AML will provide you with advance written notice of any such revisions.