# Terms of Use for LINAK OneConnect, LINAK Software and LINAK Communication Interface

Before accessing the LINAK OneConnect portal, you must read and accept these terms and conditions ('the Terms') on behalf of the Customer. If you do not wish to be bound by the Terms, please do not use LINAK OneConnect.

LINAK OneConnect, LINAK Software and LINAK Communication Interface are offered to you by LINAK A/S, Smedevænget 8, DK-6430 Nordborg, Denmark ('LINAK').

## 1. General

1.0 These Terms and Conditions apply to
- LINAK OneConnect (Section I)
- Software and handling of software in LINAK One Connect (Section II) and
- LINAK Communication Interface (Section III)

1.1 The Customer is a producer of an application and would like to use OneConnect, Software, and/or LINAK Communication Interface.

1.2 LINAK is engaged in the business of design, manufacture and sale of linear actuators and control systems and related accessories such as OneConnect, LCi and software.

1.3 LINAK OneConnect consists of a web portal ('Portal') and the OneConnect App ('App'). A description of LINAK OneConnect is available at www.linak.com/oneconnect.

1.4 The Portal consists of the web portal and the business logic, the server, the server structure, the database structure, etc. all related to monitoring and supporting the operation of the LINAK OneConnect including failure mode analysis. The Customer can download and approve software in the Portal software center. The Portal and all related services are hosted at a server at the external LINAK hosting partner, Microsoft Azure.

1.5 The App is available for Android and iOS. The intended use of the App is to scan for and view data from LINAK hardware products within the range of the smart device. The App users can see LINAK hardware products mounted on all applications within the signal range of the smart device, irrespective of which healthcare provider has manufactured the application to which the LINAK hardware products are mounted.

1.6 LINAK Communication Interface ('LCi') is an interface for the integration of LINAK hardware products (terms are listed in Section III). LINAK has created OneConnect to be used exclusively with LINAK hardware and software, including LCi.

1.7 The LINAK System refers to OneConnect, Software and LCi, individually and collectively. Common terms for the LINAK System are listed in Section IV.

**Section I: Terms related to the Customers' use of LINAK OneConnect**

## 2. Rights granted from LINAK to the Customer

2.1 The rights granted to the Customer under these Terms comprise a license (clause 2.2 - 2.3) and a right to customise views (clause 2.4).

2.2 **Grant of License:** The Customer is granted a non-exclusive, transferable and a limited sub-licensable right to use the OneConnect on these Terms.

2.2.1 The Customer is further granted the right to invite his employees and the Customers to create profiles in the Portal. Any sublicense of right to use the Portal shall be on these Terms including but not limited to the following:

- The Portal can solely be accessed and used in connection with the use of LINAK hardware products to ensure compatibility.
- The Portal and App Terms and Conditions for Use are available at www.linak.com/oneconnect-legal. All users shall accept and agree to the App and/or Portal terms when downloading and accessing App and/or Portal.
- These Terms may be amended by LINAK from time to time when existing features are updated and new features are added. Such changes to existing features and add-ons to new features are mandatory. Updated terms will be displayed in the Portal and subject to new acceptance from users.

2.3 Certain License Restrictions: The Customer agrees that all OneConnect hardware and software components and all intellectual rights thereto, including copyrights, trademarks, patent rights, source codes, know-how, drawings, designs, specifications, etc. are and shall remain the property of LINAK or if supplied under a license to LINAK the property of such licensor. The license and limited right to a OneConnect sublicense are subject to the following license restrictions:

(1) The Customer is obliged to comply with these Terms and all laws and regulations which apply to your usage of the Portal and the App.
(2) The Customer shall refrain from any activities that impair the functionality of the OneConnect.
(3) The Customer shall not use OneConnect information to create or enable others to create any product or service that is substantially similar to OneConnect,
(4) reverse engineer, disassemble or decompile, or otherwise attempt to derive the source code for OneConnect,
(5) copy, manufacture, adopt, create derivative works of, translate, localise, port or otherwise modify OneConnect source code or database structure, or engage others in similar conduct, and
(6) claim attack, compromise, file suit against or commit or fail to take any actions which could attack any LINAK right, title and interest in OneConnect.

The Customer's right to use OneConnect shall expire immediately if the Customer has breached any of the aforesaid terms.

2.4 **Customise views:** LINAK grants the Customer a limited right to modify and customise the App screen views via the Portal, subject to the conditions stipulated below:

2.4.1 The Customer can add his logo and modify fonts and colours in the Portal to align the OneConnect App to the visual identity of the Customer.

2.4.2 Customisation of views shall be at the cost and risk of the Customer:

(1) If the Customer uploads Customer material (logo, texts, graphics, video/audio files and other marketing material) for display in the App through the Portal, the Customer shall verify and approve the customised branding and help assist content by using Customer login to the App.

(2) The Customer is responsible for ensuring that the Customer holds all required rights, authorisations and permissions to use the marketing material uploaded to the Portal by the Customer. When the Customer adds a copyrighted image to the App, the Customer grants LINAK and its affiliates a non-exclusive, worldwide, royalty-free, perpetual, irrevocable right to exercise all rights of publicity over the material.

(3) The Customer may not create any content in the App or upload any content that violates applicable law or is associated with money laundering or gambling, is grossly harmful, harassing or offensive, contains software viruses or other codes, files, or programs designed to interrupt, destroy or restrict the functionality of computer resources.

(4) Should a third-party claim that LINAK violates their intellectual property rights (trademarks, copyrights and other registered or unregistered rights) due to the content that The Customer has uploaded, the Customer shall indemnify and hold LINAK harmless from any costs that LINAK incurs due to such claim.

2.4.3 The Customer must not change the functionality of OneConnect without the prior written consent of LINAK.

## 3. Data Collection and Usage

3.1 A minimum of personal contact data (first name, surname, title and email address) is necessary for account creation in OneConnect.

3.2 The Customer acknowledges and agrees that LINAK can enable a feature to access, collect, view, store and transfer the registered usage data in an anonymized form to and from the Portal. The purpose of data collection is to produce statistics to analyse usage data, remedy bugs, mitigate downtime and improve the Portal.

3.3 The Customer further acknowledges and agrees that with the launch of new versions of the Portal LINAK enables a feature that can access the App User's regional position data if the App User has enabled the position data sensor in the smart device. The purpose of this feature is to help App Users identify LINAK hardware products in the field. Should the owner of the healthcare application (to which the LINAK hardware products are mounted) not wish to share the position data, then said data collection shall be deactivated in the smart device settings. LINAK cannot access position data of App Users if this setting has been disabled.

## 4. Support

4.1 The Customer shall provide first-level support assistance to his customers and App Users and list contract details in the help content area of the App.

4.2 LINAK shall provide reasonable second-level support of OneConnect to the Customer. The Customer shall contact its local LINAK entity for any inquiries related to support and service. End-users shall not be instructed to contact LINAK directly.

## 5. Cybersecurity

5.1 LINAK recommends that Customer and his approved users take all available measures to protect Portal access by a complex password as well as the applicable smart device from misuse or unauthorised access by third parties. LINAK takes suit-able measures to avert the risk of cybersecurity and to protect the privacy of the Portal users. Depending on the severity of the risk and the significance of the at-risk legal interests, blocking Portal access temporarily may also be required.

## 6. Limited Warranty for OneConnect

6.1 LINAK provides a limited warranty to the Customer that the OneConnect System shall perform materially in accordance with the Product Description during the subscription term. The limited warranty does not cover reduced performance and stability of the App caused by LINAK legacy hardware and software. This could for instance be due to compatibility issues between different hardware and software versions and unknown errors at the time of release of any LINAK Product.

6.2 Non-performance bugs will be remedied in accordance with the terms of support, clause 6. Material defects of the OneConnect System will be remedied by LINAK.

6.3 The foregoing limited warranty is for the sole benefit of the Customer. LINAK does not warrant that the OneConnect System will satisfy the Customer's specific desires or will meet Customer intended requirements. LINAK shall not be responsible for damages that result from unauthorised, improper or incorrect use of the One-Connect System.

6.4 LINAK specifically disclaims and the Customer specifically waives all warranties which are not contained in this section whether express or implied, oral or written. This includes, but is not limited to, merchantability and fitness for a particular pur-pose that OneConnect will work error-free, that any non-material defects of the OneConnect System will be corrected or that the use of the OneConnect System will not be interrupted due to defects or the fault of any person.

# Section II - Terms related to development and download of Software

LINAK OneConnect contains a Software approval functionality. In this area, the Customer can approve new software. The below-listed terms apply to the Customer's approval of soft-ware through the Portal and other means:

## 7. Software Development

7.1 LINAK develops and manufactures actuator systems for the Customer based on agreed specifications, and/or LINAK standard specifications. This section governs the Parties' respective obligations concerning software approval testing and the responsibility for any defects which are found after a LINAK Product has been approved by LINAK and the Customer.

7.2 These Terms apply when the Customer implements a LINAK actuator system in his application as well as when the Customer connects his own and/or third-party components to the LINAK system to enable a two-way connection between LINAK

products and the Customer application.

## 8. Responsibility for Software Functionality

8.1 Due to the joint contribution of the Parties in the development of LINAK Systems and the Customer application, LINAK cannot test and ensure the application functionality of the LINAK System in the Customer application. Therefore, by accepting these Terms, the Customer agrees to the following terms of approval of the LINAK System and responsibility for LINAK System functionality in the Customer application.

8.2 Before or at the release of the LINAK System for production to the Customer, LINAK shall perform Q-release testing on the system to ensure that the system functions according to the agreed specifications.

8.3 The Customer assumes full responsibility for determining and ensuring that the LINAK System is compatible and fit for Customer intended use. The Customer is fully responsible for verifying, validating and testing the suitability and reliability of the LINAK System in the Customer application and connected systems, including but not limited to the appropriate design, process, and safety level of such system or application.

8.4 LINAK shall not be liable for failure or performance of third-party products including but not limited to hardware and/or software systems, the interfaces between LINAK Systems and third-party products, nor for the consequences following failure or performance of third-party products, actuator systems or the Customer pro-ducts. LINAK shall not be liable for defects and faults due to insufficient or ambiguous specification instructions or other kinds of failure, whether the Customer could have discovered them or not when performing release testing and approving the system and/or the component.

## 9. Remedies

9.1 The LINAK obligations to remedy software defects in the LINAK hardware Product, in which the malfunctioning software is embedded, do not extend to any claim arising from:

a) LINAK compliance with the written Customer specifications that are different from standard LINAK System design,

b) Defects that have not been discovered by LINAK during release and quality testing nor by the Customer during the Customer quality testing and approval process,

c) defects which were not present in the LINAK System when delivered to the Customer, for example, defects caused by third-party hardware or software and which appear after the expiry of the warranty period of the LINAK hardware product or

d) any alteration or modification to the LINAK System, except those alternations or modifications made by LINAK or specifically agreed to by LINAK in writing.

9.2 In case of software defects covered by LINAK defect remedies, cf. clause 11.1, the sole remedy of the Customer and the aggregate liability of LINAK shall be limited to LINAK providing and/or replacing any defective parts in the LINAK System by supplying new software components to the Customer.

9.3 LINAK shall not be responsible for replacement of the LINAK System, LINAK products, or part(s) of the Products in the Customer applications, including but not limited to any kind of field update or corrections/replacements.

## Section III Terms related to use of LINAK Communication Interface

### 10. LINAK Communication Interface

10.1 If the LINAK System contains a LINAK Communication Interface ('LCi') the use of the LCi shall be subject to the terms described in Section III.

10.2 LCi allows for system data access and supporting care functions. LCi shall not be used for communication of data for life-supporting signalling such as communica-tion of any patient status information. LCi shall not be used for automated treat-ment decisions or any systems substituting professional healthcare and healthcare judgment. The LCi is not a replacement or substitute for vital signs monitoring or alert equipment. The use of the LCi is limited to the intended use. LCi data quality and availability depend on the network and power supply to the actuators and con-trols from which the desired data is generated. LINAK shall not incur any liability if an attempt to communicate through the LCi is not successful.

10.3 The data transmitted through LCi is not at the time of the transmission linked to any specific person. If Customer enriches the data by linking to specific persons, then Customer is responsible for compliance with legal requirements in this re-spect.

10.4 Notwithstanding Clause 10 related to the use of the LCi, LINAK offers a standard warranty pursuant to the LINAK standard warranty if the LCi does not live up to LINAK specifications or has a failure due to defects in a LINAK device or software which are subject to warranty. LINAK's standard warranty terms are available here.

10.5 LINAK has incorporated a third-party software to the LCi called 'micro-ecc' which is licensed to LINAK via the so-called 'Simplified BSD License' (the 'Licensed Soft-ware'). The following terms apply to the Licensed Software: Copyright (c) 2014, Ken-neth MacKay All rights reserved. Redistribution and use in source and binary forms, with or without modification, are permitted provided that the below conditions are met: Redistribution of source code must retain the above copyright notice, this list
of condition and the following disclaimer. Redistributions in binary form must re-produce the above copyright notice, this list of conditions, and the following dis-claimer in the documentation and/or other materials provided with the distribu-tion. THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CON-TRIBUTORS 'AS IS' AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FIT-NESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT HOLDER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LI-ABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

## Section IV Common Provisions for LINAK Systems

### 11. Ownership rights, product changes

11.1 The Customer acknowledges and agrees that LINAK has the sole and exclusive title of the LINAK System or parts thereof, including all adaptions, enhancements, mo-difications, improvements or other changes in or to the LINAK System.

11.2 Product changes and software updates

11.2.1 General right to updates and modifications. LINAK reserves the right, at its sole discretion, to maintain, modify, and update the LINAK System from time to time, including releasing updated versions of the software in order to ensure compatibility with evolving technical platforms, including but not limited to smart devices, operating systems, and related infrastructure.

The Customer acknowledges and accepts that such updates, modifications, and technical changes may be necessary and agrees to implement or accommodate such changes as requested by LINAK in order to maintain full functionality of the LINAK System.

The Customer further acknowledges and agrees that LINAK shall have no obligation whatsoever to provide any enhanced, modified, or updated version of the LINAK System.

11.2.2 Specific provisions for software embedded in RAPID marked products. For LINAK Systems delivered under RAPID terms, the following shall apply in addition to clause 11.2.1:

The Customer acknowledges and agrees that software embedded in products is divided into two components: CAS (Customer Application Software) and LOS (LINAK Operating System). For LINAK control boxes, the embedded software is developed and supplied in accordance with the applicable product data sheet, including any applicable RAPID terms.

LINAK will primarily implement updates, modifications, and technical changes in the LOS, and reserve the right to do so without prior approval from the Customer. Such modifications are not intended to change the form, fit, or function of the relevant LINAK product. LINAK shall not alter the CAS without the Customer's prior approval. CAS may include, but is not limited to, movement functions, key mapping, and locking functionalities.

The Customer shall ensure that a designated software handler role is maintained and capable of receiving relevant communications. LINAK will use reasonable efforts to notify the Customer of LOS updates by electronic communication to the Customer's designated software handler.

11.3 In case the Customer does not comply with such request, LINAK shall not be liable for any infringements, loss of functionality, or any other defects, damages, or losses that could have been avoided by implementing said modifications and/or enhancements.

11.4 The Customer shall diligently assist LINAK in the continuous review of the LINAK System and thereby provide feedback from the market to LINAK so that LINAK can consider necessary improvements to be implemented in the LINAK System in fu-ture updates.

## 12. Intellectual Property Rights

12.1 To the best of LINAK knowledge, the LINAK System does not violate third-party intellectual property rights. LINAK shall have the right to defend any third-party claims of infringement of intellectual property rights and make settlements thereof at its discretion.

12.2 If third-party claims of infringement are made, the Customer and any of his customers shall immediately stop using the software at the written request of LINAK to the Customer and follow any other instructions from LINAK.

12.3 The Customer shall defend and hold LINAK harmless against any claim from a third party that is based on infringement of copyright or other intellectual property rights due to customized software specifications or the Customers' use of the

LINAK System.

## 13. Disclaimer and limitation of liability

13.1 It is important to highlight that OneConnect and LCi cannot be used as components for emergency handling systems as described in section 11.2.

13.2 Connection to data in the OneConnect Portal depends on efficient Bluetooth® and network connection between the App and the LINAK hardware, cloud, and the Por-tal. In the absence of efficient Bluetooth and/or network connection, LINAK shall not incur any liability if an attempt to transmit data to and from the App or an at-tempt to establish communication to LINAK hardware through the LINAK System is not successful.

13.3 The Customer is responsible for all kinds of liability related to misuse and submission of false data to the LINAK System. The Customer is responsible for any change of settings or configurations made in LINAK Systems.

13.4 The Customer acknowledges that software in general is not error-free or without defects and agrees that the existence of such errors or defects in the LINAK System or other products provided to the Customer shall not constitute a breach of these Terms.

13.5 LINAK shall not be liable to the Customer for any losses or damages whatsoever or however caused arising directly or indirectly in connection with these Terms, the LINAK System, its use or otherwise, except to the extent to which it is unlawful to exclude such liability according to the applicable law.

13.6 Notwithstanding the generality of the above, LINAK expressly excludes liability for any indirect, special, incidental or consequential losses or damages that may arise in relation to the the LINAK System, its use or in respect of equipment or property or for loss of profit, business, revenue, goodwill, data or anticipated savings or any other monetary or other damages, fees, fines, penalties or liabilities arising out of or relating in any way to this service and/or content or information provided herein.

13.7 LINAK shall only be liable for product liability claims made in accordance with applicable and mandatory product liability statutes. LINAK explicitly disclaims and re-jects any and all other product liability claims, particularly commercial product lia-bility claims.

## 14. Service Restrictions

14.1 LINAK shall make every reasonable effort to ensure the availability of the LINAK System and to restore its functionality without undue delay in the event of an interruption.

14.2 Cases of force majeure (e.g. neutral disasters, military conflicts, epidemics, pandemics, industrial disputes, the absence of server capacity or app functionality and defects or delays in deliveries from sub-suppliers) or necessary maintenance, repairs or other work on the technical equipment involved or used to provide data, content, information transmission capabilities may result in unavoidable, temporary disruptions or interruptions.

## 15. Export Control Restrictions

15.1 When using the LINAK System, the Customer is responsible for compliance with all applicable foreign trade and export control provisions, regulations and laws, partic-ularly with regards to the import, export, re-export or use of digital services and associated products, software and technologies.

15.2 The Customer further acknowledges and agrees that in accordance with the

appli-cable and legally stipulated export control and sanctions provisions Customer is not prohibited from obtaining or using digital services and associated products, software and technologies.

## 16. Termination

16.1 The Customer can terminate the agreement entered by signing these Terms with six (6) months' prior written notice to the expiry of the current subscription term for OneConnect. These terms apply to LCi and Software for as long as the Customer uses the LCi and Products with LINAK Software.

16.2 LINAK can terminate the agreement with six (6) months' prior written notice to the expiry of the current subscription term for OneConnect.

16.3 In the event that the Customer breaches these Terms or in any way misuses the LINAK System, LINAK reserves the right to suspend, terminate or block access with-out further notice.

16.4 Upon expiry of the notice periods in 16.1 and 16.2, LINAK deletes all contact data related to the Customer's accounts. Data collected from the Customer's hardware applications will be stored by LINAK in anonymised form.

16.5 Any terms and conditions that should survive cancellation or termination of these Terms, either by their nature or otherwise reasonable, shall be deemed to have sur-vived the expiration of the Agreement. Such terms and conditions include, but are not limited to, clauses on Intellectual Property Rights, Limited Warranty, Disclaimer and Limitation of Liability, Law and Jurisdiction.

## 17. Law and Jurisdiction

17.1 The construction and validity of these Terms shall be determined in accordance with the laws of the jurisdiction where the LINAK entity issuing the invoice for the OneConnect subscription fee is located, without regard to the conflict of laws pro-visions thereof.

17.2 The Courts of the jurisdiction where the LINAK entity issuing the invoice for the OneConnect subscription fee is located are competent.

## 18. Miscellaneous

18.1 The Customer shall not assign these Terms, whether directly by change of control or by operation of law, without the prior written consent of LINAK. LINAK can assign these Terms to an affiliated company within the LINAK Group.

18.2 These Terms take precedence over the LINAK standard contractual provisions re-garding remedies for non-conformities in any other existing agreement between the Customer and LINAK, and/or LINAK standard Terms and Conditions of Sale and Delivery.

18.3 These Terms are executed in English only and each party hereby waives any right which it may have under the laws of any other jurisdiction, to have these Terms executed in any other language.

18.4 If any provision of these Terms is unlawful or unenforceable, such provision shall be deemed severed from these Terms whereas all other provisions shall remain in full force and effect, and, in substitution for any such provision held unlawful or unen-forceable, a provision of similar meaning shall be included, reflecting the original intent of the parties to these Terms to the extent permissible under applicable laws.

## 19. Acceptance of these Terms

19.1 The User who accepts these Terms on behalf of the Customer warrants that he/she has the authority to bind the Company and fulfil the obligations herein.

19.2 The Customer accepts these Terms in the LINAK OneConnect sign-up page of the Portal.

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