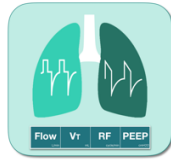


Terms of use of “Ventilator Screens Monitoring” App



The App, services and content are intended for use by authorized users only. These terms of use shall be reviewed carefully as they govern their access and use and constitute a valid contract binding any authorized user as soon as such access occurs. When doing so, each authorized user agrees, without reservation or restriction, to abide by the terms of use and all other terms, if any, as they may be applicable from time to time.

We may change these terms of use as set forth below. Should anyone object to such changes, he/she shall stop using and accessing the App, Service or Content, as by continuing doing he/she will be deemed to accept such amendments.

1. DEFINITIONS AND INTERPOLATION

1.1. Definitions. In these Terms of Use, the terms set forth below have the following meanings:

App means the “Ventilator Screen Monitoring” application for mobile and tablet.

Authorized user means any healthcare professional authorized and licensed to practice their profession in relation to mechanical ventilation.

Content means any content, information and other data that we render available for the permitted purposes, such as text, images, videos, logos, data and compilations.

Permitted purposes means the use of the App, services and content by the authorized users for educational and training purposes namely: (i) to learn how to use ventilator settings in various modes, with various diseases, according to several parameters; (ii) to understand lung mechanic, lung parameters; (iii) to reason about the influence of different parameters on patient-ventilator interaction; (iiii) to teach mechanical ventilation in universities using the specific available training screens images of the App.

Services means the non-commercial educational services provided for the permitted purposes to the authorized users via the App.

2. LIMITED LICENSE AND PROPRIETARY RIGHTS

2.1. Overview

The App is an educational application that allows authorized users to achieve any (for all) of the permitted purposes. Each authorized user understands and agrees that the App, services and content: (i) only make suggestions as to ways to set medical ventilators based on a

combination of various algorithms, and are not intended to provide definite recommendations, instructions or directions or to replace her/his decision making process; and (ii) are only provided for convenience and for information purposes in connection with the permitted purposes.

2.2. Limited License Granted.

We grant each authorized user a temporary non-exclusive, revocable and limited right to access and use the App. Services and content solely for the permitted purposes, and subject to her/his compliance with the provisions set forth in applicable laws and these terms of use. Such right shall not be transferrable or sublicensable.

No other right or license is granted to any authorized user (or to any other person). Anyone is expressly forbidden from reproducing, duplicating, copying, selling, exploiting and undertaking any other action other than those expressly authorized.

Unauthorized uses for any of our trademarks or other forms of intellectual property (or rights, titles or interests) is prohibited, and may result in a violation of intellectual property laws and other applicable laws. Nothing shall limit our rights to use, license, sell, modify, improve and/or undertake any other actions- in connection with the App, services and content.

3. OBLIGATIONS

3.1. Permitted uses

The authorized user will use the services and App solely for the permitted purposes, in full compliance with applicable laws and his/her ethical and professional obligations.

3.2. Prohibited uses

Authorized user shall not use the App, services and content outside the permitted purposes; as such she/he shall not notably: (i) copy, change, disassemble, reverse engineer, decompile, decrypt, modify, reproduce, adapt, derive, or otherwise extract, or attempt to discover, the source code of App, services or content; (ii) rent, sell, license, transfer or otherwise give access to App, services or content to any person; (iii) distribute App, services or content or make them available over any network or other means where they could be used by multiple devices at the same time; (iv) hide, hinder or remove copyrights or other intellectual property marks; (vii) interfere with the App, Services or Content or compromise their security or the security of other persons, including by (a) trying to penetrate or explore the system or network or test its vulnerability; (b) attempting to disrupt the App, Services or Content; (c) falsifying their codes; or (d) violating the laws or the Terms of Use; (viii) use the App, Services or Content to create competing or similar services or to publish benchmarks; and/or (ix) use the App, Services or Content in an harmful or harassing way. Each Authorized User acknowledges that we may investigate any violation and cooperate with law enforcement authorities in the prosecution of an Authorized User or other person.

4. INTELLECTUAL PROPERTY

4.1. Our Property.

The App (including its features, components, functionalities, interface, software and codes) and the Services, all Content, and all improvements of the foregoing (including the manner in which the App, Services and Content is presented) are protected by French and foreign laws (including copyright and other intellectual property rights), and are either our sole and exclusive property or licensed to us. Nothing shall be construed to grant to anyone a license or right over such intellectual property other than those temporary rights described.

4.2. Third Parties' Property.

Some protected third parties' content and other forms of intellectual property may be displayed to support the Permitted Purposes, which shall not be construed to grant to anyone a license or right over such intellectual property.

5. PERSONAL INFORMATION

5.1. About Authorized Users.

We will not collect personal information about the Authorized Users other than their e-mail address to secure a means to contact them should we be aware of App issues, which may have led to the provision erroneous or inaccurate data. We will not share these e-mail addresses or use them for promotional purposes. We will implement measures as may be reasonably required to preserve their security and privacy, and will retain and store them as long as required for the abovementioned purposes (or other purposes required as per applicable laws) following which such information will be destroyed or anonymized.

6. TERM AND TERMINATION

6.1. Term and termination.

These Terms of Use will become effective and binding on each Authorized User as soon as he/she accesses or uses the App, Services or Content. The right to access and use the App, Services or Content can be terminated, interrupted or suspended:

By the Authorized User at any time by deleting the App and ceasing to use it as well as any Services and Content;

By us: (i) in case of non-compliance with the Terms of Use or applicable laws; or (u) if any portion of the App, Services and/or Content prove defective or require any other form of maintenance, or become subject to specific legal limitations or restrictions. As applicable, we will maintain such suspension or interruption until the situation is remedied. These rights are in addition to, and without prejudice to other remedies we

may be entitled to as a result of Authorized User's breach of these Terms of Use or other terms as applicable.

6.2. Effect of Termination.

Upon termination: (i) all rights granted will immediately cease to exist; (ii) the Authorized Users must promptly cease using the App, Services and Content; and (iii) all provisions which by their nature are intended to survive the termination or expiration of these Terms of Use shall remain in full force and effect.

7. LIABILITY

7.1. Responsibility.

Anyone is responsible for and agrees to defend, indemnify and us hold harmless (as well as our subcontractors, investigators, employees, directors, officers and agents) for (i) his/her access or use of the App, Services or Content; (a) any information provided, uploaded or used; (iii) any act, omission, negligence, misconduct, breach of applicable laws or of these Terms of Use or any other terms as applicable, by that Authorized User or those for whom he/she is in law responsible; and (iv) any decision taken or conclusion reached using the App, Services or Content.

7.2. Limitation of Guarantee or Warranty.

The Services, App and Content when used in accordance with these Terms of Use and other terms as applicable will operate substantially as described by us. Subject to the foregoing: (i) the app, services and content are provided "as is" and "as available"; (ii) their access and use are at user's own risk; (iii) the app, services and content - just as any other form of technology - is not infallible and fully sheltered from force majeure events, cyberattacks or unauthorized uses and access, and there is an inherent risk in using any e-service; and (iv) we make no representation, guarantee or warranty, regarding the app, the services or the content, including without limitation those as to (A) the quality and conformity of the information posted; (B) the safe, continuous or error-free operation of the app, services or content; (C) the fact that the app, services or content will meet specific needs and expectations; (D) the accuracy, completeness, reliability or relevance of the app, services or content; (E) the absence of defects, errors and inaccuracies or their corrections; (F) the absence of viruses or the like; and (G) the accuracy of the ventilator settings suggested in each situation explained by the App.

7.3. No Medical Advice.

We expressly point out that the App, Services and Content are not intended to provide medical advice for a given patient. The App explains only different settings of mechanical ventilation in different usual situations and not for a given patient. It does not take into account all the other parameters like cardiac output, hypovolemia, sedation, renal function, myorelaxant etc... that are crucial in the process of decision at the bedside for a given patient. The App and shall not: (i) be used for self-diagnosis; (a) constitute or be construed as an interpretation of a medical condition of any patient or user; and (iii) be considered as giving prognostics, opinions, diagnosis or medical recommendations for a given patient; or (iv) be considered as a substitute for professional advice. Each Authorized User shall be the sole responsible for making his/her own independent assessment at the bedside of a patient, for the medical orientations and decisions taken and for treatments provided if any, and for all conclusions reached.

7.4. Limitation of Responsibility.

We assume no liability and disclaim all liability for any damage arising from the use or misuse performance of the app, services and content unless responsibility is caused by us and cannot be excluded at law. For instance and subject to the foregoing, we shall not be held liable for: (i) users' acts or omissions; (ii) users' use or access of the App, Services and Content; (iii) the unavailability or inability to use the App, Services or Content; and (iv) any other matter listed in section 7.2

8. OTHER

8.1. External Site Content.

Should any link to third parties' websites or application be provided on the App or Services or via the Content, then each Authorized User shall be aware: (i) that these sites and applications operate independently, are subject to distinct terms of use and privacy policies, are not under our control, and cannot be interpreted as an endorsement or endorsement by us of their content; and (u) that these hyperlinks are provided for convenience purposes only. It is strongly recommended that each Authorized User reviews the distinct terms of use and policies of such third party websites, as we are not responsible for their content or practices and we disclaim all guarantees, representations and warranties concerning them (including as to the accuracy, completeness and updated nature of the information displayed).

8.2. Applicable Laws.

These Terms of Use and the use of the App, Services and Content are governed by the laws in force in the Province of Quebec, excluding private international law principles or other rules that could lead to the application of foreign provisions. Any dispute

arising will be subject to the exclusive jurisdiction of the courts of the province of Quebec.

8.3. Contact us.

For any questions or comments, please contact:

Hadrien Rozé, MD, PhD

App content author: he designs the App, writes the text, creates images, designs the screens, the videos, and chooses the bibliography. He writes the recommended protocols according to the recent literature and learned societies.

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8.4. Changes to these Terms of Use.

We reserve the right to modify these Terms of Use from time to time. Any material change will be notified prior to the change taking effect. Thereafter, these Terms of Use as updated will be made available and easily accessible. Furthermore, an updated version of these Terms of Use will be published each time a minor change is made. Anyone may determine whether these Terms of Use have changed by looking at their effective date. We recommend that these Terms of Use be reviewed periodically to assess our current practices and since the continued use of the App, Services and/or Content shall constitute acceptance of any amendment there to. Should anyone disagree with the amendments made to these Terms of Use he/ she shall immediately stop accessing or using the App, Services and/or Content.