

## LLEAP LICENSE AGREEMENT

**IMPORTANT - READ CAREFULLY:** This License Agreement ("License") is a legal and non-exclusive agreement between you (either an individual or a legal entity) and Laerdal Medical AS ("Laerdal") for the software product, comprised of computer software and associated media and printed materials, which may also include "online" or electronic documentation ("Software"). The License gives you the right to make, use or access a given copy of the Software under the terms and conditions stipulated herein. Carefully read all terms and conditions of this License before continuing the installation. By completing the installation, copying, or otherwise using the Software, you agree to be bound by the terms of this License. If you do not agree to the terms of this License, immediately cease the use of the Software and delete any copies made.

The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software is licensed, not sold.

### 1. GRANT OF LICENSE

This License grants you the following rights:

The Software is for private or institutional use only. If the Software or parts of the Software requires a license key issued by Laerdal, you may only install and use the Software or the part of the Software that requires a license key, on a single computer. You may install and use those parts of the software that do not require a license key on additional computers when the purpose is preparing a simulation using a Laerdal patient simulator.

A license key for the Software may not be shared between computers or used concurrently on several computers. However, you may reinstall the Software on a new computer, provided that you have first uninstalled the Software from another computer, so that the total number of computers at no time exceeds the number of license keys you possess.

The Software must not be allowed to in any way exchange data with any other software that violates this license agreement.

If this Software is to be used in conjunction with a patient simulator, it can only be used in conjunction with Laerdal simulator manikins and not simulators from any other manufacturer.

### 2. FURTHER RIGHTS AND RESTRICTIONS

**Restrictions on Reverse Engineering, Decompilation, and Disassembly.** You may not reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

**Rental Restrictions.** You may not rent, lease or lend any copy of the Software to any third party who is not an employee of the organization to which the license is issued.

**Software Transfer.** This license is personal to you. You may not assign or otherwise transfer all or any part of the Software or this license to any third party who is not an employee of the organization to which the license is issued, without the prior consent of Laerdal.

**Termination.** Without prejudice to any other rights, Laerdal may terminate this license if you fail to comply with the terms and conditions of the license. In such event, you must cease the use of the Software in full or in part and must destroy all copies of the Software.

**Liability.** Without prejudice to any of Laerdal's other remedies in case of a breach of this license, including Laerdal's right to terminate as set out above, you will be liable towards Laerdal for any breaches of this license, including but not limited to any unlawful copying or dissemination of the Software.

**3. INTELLECTUAL PROPERTY RIGHTS** All intellectual property rights to the Software (including but not limited to computer programs and any trademarks, images, photographs, animations, video, audio, music, text, and "applets", incorporated into the Software), the accompanying printed materials and any copies of the Software, are owned by Laerdal or third parties with whom Laerdal has entered into agreements. These rights are protected by intellectual property legislation (including, but not limited to, trademark and copyright laws) in Norway and in foreign jurisdictions and by international treaty provisions. You acquire no intellectual property rights in the Software, other than the right to use the Software as set out in this License. In addition, you may make necessary copies of the Software, solely for back-up or archival purposes. You may not copy the printed materials accompanying the Software.

Laerdal retains all rights to the Software not expressly granted to you.

**4. GOVERNING LAW AND VENUE** This License Agreement shall be governed and construed in accordance with Norwegian law. The ordinary courts of Norway have exclusive jurisdiction over any disputes arising out of or in connection with this license, and Stavanger District Court is agreed as venue.

**5. WARRANTY AND LIMITATION OF LIABILITY** Laerdal warrants that the Software will perform essentially in accordance with the accompanying documentation for a period of ninety (90) days from delivery, unless you are a consumer in which case the warranty applies for 1 year. In the event of a failure to so perform that is not caused by accident, abuse or misapplication that is made known to Laerdal within the said 90 'days' or 1 year period, as applicable, Laerdal's sole obligation (and your sole and exclusive remedy) will be, at the option of Laerdal, to either repair the defect or replace the defective product. Laerdal's obligation hereunder will be limited to such repair or replacement.

**6. COLLECTION OF USAGE DATA** Laerdal will collect data about how you use the software and connected simulators. Only non-personal information, such as usage data and error reports are sent to Laerdal. The data is collected for internal use by Laerdal only and will not be shared with any external partners.

**EXCEPT AS EXPLICITLY STATED ABOVE, LAERDAL DISCLAIMS ANY AND ALL WARRANTIES, EITHER EXPRESSLY OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**LIMITATION OF LIABILITY. THE SOFTWARE IS DISTRIBUTED SOLELY FOR TRAINING PURPOSES AND LAERDAL DISCLAIMS ANY AND ALL LIABILITIES FOR ANY ACTIONS OR OMISSIONS EXERCISED IN RELIANCE ON THIS SOFTWARE, THE MATERIAL CONTAINED HEREIN AND THE ACCOMPANYING**

MATERIAL. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE, THE MATERIAL HEREIN AND THE ACCOMPANYING MATERIAL REMAIN WITH YOU. YOU SHOULD ESPECIALLY BE AWARE THAT ALL FACTUAL SITUATIONS YOU MAY ENCOUNTER REQUIRE INDIVIDUAL EVALUATION ON YOUR PART AND YOU ARE SOLELY RESPONSIBLE FOR YOUR ACTIONS OR OMISSIONS.

TO THE GREATEST EXTENT PERMISSIBLE BY LAW, LAERDAL IS NOT LIABLE FOR ANY DAMAGE, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS OR OTHER INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE, OR INABILITY TO USE THE SOFTWARE EVEN IF LAERDAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. LAERDAL'S LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT PAID FOR THE SOFTWARE UNDER THE TERMS AND CONDITIONS OF THIS AGREEMENT. LAERDAL IS NOT LIABLE FOR DAMAGE TO NON-CONSUMER PROPERTY.

TO THE EXTENT THAT DAMAGE IS INCURRED BY THIRD PARTIES, LAERDAL IS ONLY LIABLE TO THE EXTENT THAT LAERDAL WOULD HAVE BEEN LIABLE HAD THE CLAIM BEEN MADE UNDER THIS AGREEMENT, AND YOU AGREE TO HOLD LAERDAL HARMLESS FOR ALL LIABILITY EXCEEDING LIABILITY UNDER THIS AGREEMENT.