

Disclaimer of Warranties

UNLESS SPECIFIED OTHERWISE HEREIN AND WITHOUT LIMITATION TO ANY WARRANTY WHICH ALCAD MAY, IN ITS SOLE DISCRETION, MAKE TO ANY END USER, THE PRODUCTS AND ANY SERVICES PROVIDED HEREUNDER ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND ALCAD DOES NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, OPERATION THEREOF, OR THE MATERIALS CONTAINED THEREIN. ALCAD EXPRESSLY DISCLAIMS ANY WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALCAD DOES NOT WARRANT THAT THE PRODUCTS WILL MEET THE DISTRIBUTOR'S, ANY END USERS' OR RESELLER'S, OR ANY OTHER THIRD PARTY'S REQUIREMENTS OR THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE.

Certain Products-Related Limitations. Like most equipment, the Products and the technology used in the Products have certain limitations. Distributor or Reseller shall (i) clearly and conspicuously advise each End User of the Limitations in writing prior to or contemporaneously with entering into a EULA; (ii) insert any written Product-related notices (including Distributor's then-current User Manual) with respect to any of the Limitations (such notice to be in a form and substance acceptable to ALCAD) in the package used to deliver the Products to an End User; and (iii) no later than the time in which Distributor obtains a EULA from an End User, obtain such End User's: (a) written acknowledgement of the Limitations; (b) End User's agreement to limit End User's rights and the potential liability of Distributor, ALCAD and the monitoring facility respecting the Limitations in the Enforceable End User Agreement; and (c) End User's agreement to use the Products in accordance with ALCAD's then-current User Manual.

11.3. Fall Detection. Distributor must inform End Users that the Product's technology designed to detect an End User's fall ("Fall Detection") may (i) not detect all falls, and (ii) be activated even if an End User does not fall. ALCAD shall have no liability in connection with any Fall Detection, whether the Product fails to detect a fall or is activated even if an End User does not fall. Distributor shall (and shall cause any Reseller)

to inform End Users that if an End User falls, the End User should not rely exclusively on the Fall Detection but should also push the “help” button and/or use a telephone to dial 112 or any other emergency number for assistance. Distributor acknowledges and agrees that the Product is not a signal denoting any medical emergency, requiring ALCAD to contact or dispatch any medical, hospital, ambulance, or other like entity, person or service (“Medical Assistance”). Distributor agrees that it is Distributor’s sole responsibility to advise End Users to: (a) prepare for any medical emergency, and (b) contact or dispatch, and/or make other arrangements to contact or dispatch, Medical Assistance if and when necessary by means other than through ALCAD and/or the Product.

Reports. Distributor acknowledges that all data reported by the Products, including but not limited to the quantity of Fall Detections, shall not be considered as clinical data in any way whatsoever. Distributor agrees that it is Distributor’s sole responsibility to clarify to End Users the nature of such reports, and inform them that all data reported by the Products, shall not, under any circumstances, be interpreted as clinical data.

DISTRIBUTOR UNDERSTANDS AND AGREES THAT ALCAD IS NOT A CALL CENTER AND HAS NO CAPACITY UNDER ANY CIRCUMSTANCES TO CONTACT OR DISPATCH MEDICAL ASSISTANCE FOR END USERS OR THE END USERS’ PREMISES AND ALCAD IS HEREBY RELEASED FROM ANY AND ALL CLAIMS, SUITS, ACTIONS AND DEMANDS WHATSOEVER IN LAW OR EQUITY WHICH DISTRIBUTOR, OR ANYONE CLAIMING THROUGH DISTRIBUTOR, IN ANY WAY MIGHT OR COULD CLAIM AGAINST ALCAD, BASED UPON, ARISING OUT OF OR FROM, IN CONNECTION WITH, RESULTING FROM, RELATED TO OR AS A CONSEQUENCE OF ALCAD’S FAILURE TO CONTACT OR DISPATCH MEDICAL ASSISTANCE INCLUDING, WITHOUT LIMITATION, THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE (INCLUDING NEGLIGENCE PER SE) OF ALCAD.

Communications. Distributor understands, acknowledges and agrees as follows: (i) the Products use and rely upon Wi-Fi (or any other communication protocol as agreed by the Parties) to enable the Products to transmit and receive data communications between the Product and any applicable server,

monitoring facility or other person or entity, including any End User; (ii) governmental authorities limit the power that Products can use to transmit data and such limitations can adversely affect the Product's ability to transmit data; and (iii) in a location where there is interference with, or insufficient connectivity for, the Products to connect to or successfully transmit and receive data via Wi-Fi (or any other communication protocol as agreed by the Parties) or at times when Wi-Fi is not available or operable or is not operating properly, the Products may be impaired or not work and/or the Products may be unable to provide all or some portion of the desired services.

EULA MINIMUM TERMS

The EULA must not be inconsistent with, and shall at a minimum include terms that are the same, or substantially the same, as the following:

1. Only a limited, personal, non-exclusive, non-transferable, non-sublicensable license to use the Product for internal business purposes is granted to the End User;
2. No ownership of, or title to the intellectual property in, any Product is transferred to the End User. The hardware components of the Company Product are purchased by and the software components of the Product are licensed to the End User for the End User's internal use and the Product may not be used by or sub-licensed, re-sold, rented or distributed to any other party;
3. The End User must not, either directly or indirectly, do or attempt or permit or assist third parties to do or attempt any of the following: (a) reverse compile, reverse engineer, or disassemble any portion of the Product; (b) make copies of the software components of the Product except for backup and archival purposes; (c) use the Product to operate in or as a time-sharing, outsourcing, service bureau, application service provider or managed service provider environment; (d) change any proprietary rights notices which appear in the Product; or (e) modify the Product.
4. The End User is not: (a) located in a country that is subject to any United States or United Nations trade restrictions or which has been designated by the United States Government or the United Nations as a terrorist supporting country; and (b) included on any United States Government or United Nations list of prohibited or restricted parties;
5. Any maintenance and support shall be provided by Distributor or an entity

acting on Distributor's behalf; and

6. Industry standard and suitable warranty disclaimers, including, without limitation: (i) conspicuous disclaimers of merchantability and fitness for particular purpose, exclusions of indirect liability, any damages due to misdetection of the Product, and limitations on direct liability of Distributor, its suppliers, subcontractors and licensors; (ii) for any damages caused by End User's negligence or willful misconduct; (iii) for any damages caused due to any mishandling, misuse, abuse, improper installation, accident, sabotage or unauthorized use of the Product by End User; (iv) for any damages caused due to any use of the Product (including its installation) not in accordance with its written operating instructions and/or documentation; and/or (v) exposure to fire, moisture, water intrusion, electrical stress, insects, explosions, extraordinary weather and/or environmental conditions (including, but not limited to lightning, natural disasters, storms, windstorm, hail, earthquake or other acts of God) occurred after the delivery of the Product to the End User.

For the avoidance of doubt, Distributor may refer to ALCAD generically as one of its suppliers, subcontractors or licensors in such EULA.