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**IMPORTANT:** CAREFULLY READ THIS LICENSE AGREEMENT BEFORE USING THE APPLICATION. USING THE APPLICATION INDICATES YOUR ACKNOWLEDGMENT THAT YOU HAVE READ THIS LICENSE AGREEMENT AND AGREE TO ITS TERMS. IF YOU DO NOT AGREE, THEN YOU MUST NOT USE THE APPLICATION.

**USE ONLY WITH CARE TEAM MEMBERS:** This Application is to be used in cooperation with a licensed health care provider/professional ("Care Team Member"). Always seek the advice of one or more of your Care Team Members concerning any questions you may have regarding any information obtained from the Application and any medical conditions you believe may be relevant to you or to someone else. Never disregard professional medical advice or delay in seeking it because of something you have read on the Application which is not directed at your personal care by a properly qualified and licensed health care provider.

**MEDICAL EMERGENCIES:** Do not use the Application to communicate or treat medical emergencies. If you have a medical emergency, call member of your Care Team, a physician, qualified health care provider or 911 immediately. Under no circumstances should you attempt self-treatment based on anything you have seen or read on the Application.

**License Terms and Conditions:** RAE Health grants you a limited, non-exclusive, nontransferable, personal license to use the Application in accordance with the terms of this Agreement. RAE Health reserves the right to modify the Application, or to discontinue offering the Application all together at any time and for any reason, including without limitation, if any third-party supplier ceases to supply content or services, or if RAE Health's contract with such supplier terminates. RAE Health reserves the right to amend or terminate this Agreement at any time. In the event RAE Health shall discontinue offering the Application, this Agreement, and your rights under it shall terminate immediately. The Disclaimers of Warranty and Liability, Privacy, Confidentiality, and Governing Law contained in this Agreement shall survive such termination.

**Restrictions:** You are prohibited from selling, renting, or leasing the Application to any other person, entity, or third party. You agree not to reproduce, copy, modify, decompile, disassemble, reverse engineer, attempt to learn the inner workings or derive the source code of the Application, or create derivative works of any portion of the Application, and you may not sell, assign, sublicense, transfer, or distribute it in any form, for any purpose. You agree not to export or re-export, directly or indirectly from anywhere any part of the Application provided to you or any direct product thereof. You acknowledge that the Application should be used only for general information purposes, and you should not rely on the Application for any life-or-death situation. Use of this Application is limited to the United States. This Application is protected by copyright law, international copyright treaty, and may be the subject of United States patents and patents of other jurisdictions.

**Proprietary Rights:** The License is a limited license and RAE Health retains all applicable intellectual property rights, title, and interest, including copyrights, trade secrets, patents, and trademarks, in the Application, and any modifications or enhancements thereto or derivatives thereof.

**Term:** This Agreement shall commence on the date of your agreement to this license agreement and shall continue thereafter for a period of one (1) year, unless terminated earlier as provided for in this Agreement.

**No Warranty:** To the extent permitted by law, this Application is provided to you "AS IS," and you agree to use it at your own risk. RAE Health makes no guarantees, representations, or warranties of any kind, express or implied, arising by law or otherwise, including but not limited to, content, quality, accuracy, completeness, effectiveness, reliability, merchantability, fitness for particular purpose, usefulness, use or results to be obtained from the Application, or that the Application will be uninterrupted or error-free.

**Passwords:** You shall be provided with a password and a user identification to access the Application. You shall use all reasonable efforts to keep such password and user identification confidential. You shall indemnify and hold RAE Health harmless for all liabilities, damages, costs, and expenses incurred in connection with the use of the Application including, without limitation, any breach of this EULA by you.

**Disclaimer of Warranty:** TO THE EXTENT PERMITTED BY LAW, RAE HEALTH AND ITS AFFILIATES DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, OF QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR NONINFRINGEMENT. NO ORAL OR WRITTEN ADVICE OR INFORMATION PROVIDED BY RAE HEALTH SHALL CREATE A WARRANTY, AND YOU ARE NOT ENTITLED TO RELY ON ANY SUCH ADVICE OR INFORMATION. THIS DISCLAIMER OF WARRANTIES IS AN ESSENTIAL CONDITION OF THIS AGREEMENT.

**Disclaimer of Liability:** TO THE EXTENT PERMITTED BY LAW, RAE HEALTH AND ITS AFFILIATES SHALL NOT BE LIABLE TO YOU: IN RESPECT OF ANY CLAIM, DEMAND OR ACTION, IRRESPECTIVE OF THE NATURE OF THE CAUSE OF THE CLAIM, DEMAND OR ACTION ALLEGING ANY LOSS, INJURY OR DAMAGES (INCLUDING INJURIES RESULTING IN DEATH), DIRECT OR INDIRECT, WHICH MAY RESULT FROM THE USE OR POSSESSION OF THE APPLICATION; OR FOR ANY LOSS OF PROFIT, REVENUE, CONTRACTS OR SAVINGS, OR ANY OTHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF YOUR USE OF OR INABILITY TO USE THE APPLICATION, ANY DEFECT IN THE APPLICATION, OR THE BREACH OF THESE TERMS OR CONDITIONS, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF RAE HEALTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. RAE HEALTH'S AND ITS AFFILIATES' TOTAL AGGREGATE LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE WITH RESPECT TO THE APPLICATION SHALL NOT EXCEED \$1.00.

**Indemnity:** You agree to indemnify, defend, and hold RAE Health and its affiliates free and harmless from and against any liability, loss, injury (including injuries resulting in death), demand, action, cost, expense, or claim of any kind or character, including but not limited to attorney's fees, arising out of or in connection with any use or possession by you of the Application.

**Privacy:** for information on how RAE Health collects, uses, and shares your personal data please review our Privacy Policy. By using the Application, you acknowledge and consent that we may use such data in accordance with our Privacy Policy.

**Confidentiality:** The Application contains confidential information of RAE Health. You agree to use at least a reasonable degree of care to prevent disclosure of such information to third parties, absent RAE Health's express written consent to such disclosure.

**Export Control:** You may not use or otherwise export or re-export the Application except as authorized by United States law and the laws of the jurisdiction in which the Application was obtained. In particular, but without limitation, the Application 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 list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Application, you represent and warrant that you are not located in any such country or on any such list.

**Severability:** If any provision of this Agreement is invalid, illegal, or unenforceable under any applicable statute or rule of law, it is to the extent to be deemed modified in order to comply with applicable law, and the remaining provisions shall remain in full force and effect and continue to be binding and enforceable.

**Waiver:** No failure or delay in exercising any right, power, or privilege under this Agreement shall operate as a waiver of such right or acceptance of any variation to the terms of this Agreement. Nor shall any single or partial exercise by either party of any right, power or privilege preclude any further exercise of the right or the exercise of any other right, power or privilege.

**Governing Law:** This agreement and performance hereunder shall be governed by the laws of the State of Maine. Sole venue and jurisdiction for any proceedings under this Agreement shall be in the state courts of Lincoln County, Maine, and federal courts of the District of Maine. You agree that such courts shall have personal jurisdiction and venue and waive any objection based on inconvenient forum. You agree that you will not file or participate in a class action against us.

**Miscellaneous:** RAE Health may transfer its rights and obligations under this EULA to another organization, but this will not affect your rights under this EULA. You may not transfer your rights or obligations under this EULA to another person. If RAE Health fails to insist that you perform any of your obligations under this EULA, or if RAE Health does not enforce its rights against you, or if RAE Health delays in doing so, that will not mean that RAE Health has waived its rights against you and will not mean that you do not have to comply with those obligations. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect. RAE Health shall have the right to bring proceedings for injunctive relief in any jurisdiction.

**Entire Agreement and Amendment:** This Agreement, which we may amend from time to time, constitutes the entire agreement between you and RAE Health and supersedes any prior agreement or understanding whether oral or written relating to the subject matter hereof, excluding the Privacy Policy. RAE Health reserves the right to modify, amend or change the terms of this Agreement at any time.

Effective date: the terms of this agreement were last update on March 6, 2021.