

## COZERA END USER LICENSE AGREEMENT

THIS COZERA END USER LICENSE AGREEMENT (“**EULA**”) IS ENTERED INTO BETWEEN YOU AND COZERA, INC. (“**COZERA**”) AND GOVERNS YOUR USE OF THE COZERA MOBILE APPLICATION (TOGETHER WITH ANY UPGRADES, UPDATES, PATCHES, MODULES, FEATURE ENHANCEMENTS AND ADDITIONAL VERSIONS OF THE COZERA MOBILE APPLICATION THAT REPLACE OR SUPPLEMENT THE ORIGINAL COZERA MOBILE APPLICATION, AND ANY ACCOMPANYING MANUALS, CONFIGURATION AND/OR OPERATION INSTRUCTIONS AND DOCUMENTATION, THE “**APPLICATION**”) PROVIDED TO YOU BY COZERA. IF YOU DOWNLOAD, INSTALL OR USE THE APPLICATION, YOU ACCEPT AND AGREE TO BE BOUND BY THIS EULA. IF YOU ARE AN INDIVIDUAL ACTING ON BEHALF OF AN ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, YOU ARE SOLELY RESPONSIBLE FOR YOUR USE OF THE APPLICATION. IF YOU DO NOT ACCEPT THE TERMS OF THIS EULA, THEN YOU ARE NOT PERMITTED TO INSTALL, ACCESS, DOWNLOAD OR OTHERWISE USE THE APPLICATION.

**1. Grant of License.** Subject to your compliance with this EULA, Cozera hereby grants to you, during the Term, a limited, personal, revocable, non-exclusive, non-transferable, non-sublicensable right and license to install and use the Application on any Apple-branded products that you own or control and as permitted by the Usage Rules set forth in the Apple App Store Terms of Service, solely for your personal use and not for further resale or distribution.

**2. Obligations, Restrictions and Limitations.** Your access to and/or use of the Application is subject to the following obligations, restrictions and limitations:

**2.1** You may only access and/or use the Application within the scope of the rights you (or your entity) have purchased or have otherwise acquired from Cozera (the “**Usage Rights**”). For example, certain Usage Rights may restrict the use of the Application only to employees or authorized users of entities or organizations who have entered into a legal agreement with Cozera. It is your obligation to know and understand the scope and extent of your Usage Rights. Any access and/or use of the Application that exceeds, violates or breaches your Usage Rights is grounds for termination of this EULA pursuant to Section 8.2 below.

**2.2** You agree that you will comply with: (i) all instructions and requirements in any documentation for the Application that Cozera may provide or make available to you (the “**Documentation**”); and (ii) all local, state, national, and international laws and regulations (as each of these may be amended or modified from time to time) applicable to your access to and/or use of the Application. You agree to specifically comply with all applicable local, state, national, and international laws and regulations in reference to general data and data privacy laws, including those laws, policies and regulations dealing with the protection of personal data and/or personally identifiable information.

**2.3** Except as expressly permitted in this EULA, you agree not to: (i) license, sublicense, sell, lease, rent, loan, timeshare, distribute, act as a service bureau or managed service, publicly communicate, disclose, permit access to, or transfer to any third party, the Application, or any portion thereof, whether for profit or without charge; (ii) modify, alter, tamper with, repair or otherwise create derivative works of the Application; (iii) translate, reverse engineer, disassemble, or decompile the Application, apply any other process or procedure to derive the source code of any software included in the Application, or otherwise determine or attempt to determine how the Application works or operates; (iv) remove any copyright and/or other proprietary notices placed upon the Application; (v) circumvent any use-limitation or protection device contained in or placed upon the Application or access or attempt to access any portion of the Application that you are not authorized to access; (vi) use the Application to create products or perform services which compete or interfere with those of Cozera or its licensors; (vii) impair or overburden the Application or any Cozera Systems (defined below) associated with the Application; (viii) upload, transmit, or otherwise publish any communication or content through the Application that: (a) infringes or misappropriates the intellectual property or other proprietary rights of any third party; or (b) contains software viruses or any other malicious code; (ix) impersonate any person or entity or otherwise misrepresent your affiliation with any person or entity; or (x) use the Application in connection with life support systems, medical devices, or any application or other high risk activities where failure or malfunction could lead to possible loss of life.

**2.4** You acknowledge and agree that the Application is licensed and not sold. The Application is owned by Cozera and/or its licensors, and is protected by United States trademark and copyright laws and international treaty provisions. Cozera and/or its licensors own and retain all right, title and interest in and to the Application, including any and all patents, trademarks, copyrights, trade secrets and other intellectual property rights embodied or contained therein. Your possession or use of the Application does not transfer to you any right, title or interest in any of the foregoing and you will not acquire any such right, title or interest, except as expressly set forth in this EULA.

**3. Cozera Systems.** The Application interacts with servers, systems and/or APIs hosted or maintained by Cozera and/or its licensors (the “**Cozera Systems**”), Cozera shall use commercially reasonable efforts to ensure that the Cozera Systems are available for use and/or access on an uninterrupted basis. However, you acknowledge and agree that the Cozera Systems will not always be available, as a result of, among other things, scheduled maintenance, system downtime, failures of the Internet generality, and other causes. Cozera shall not be liable for any failure or delay or interruption in the Cozera Systems due to failure of any equipment or telecommunications, or for failures resulting from any cause beyond Cozera’s reasonable control.

#### **4. Updates; Maintenance and Support.**

**4.1** Cozera may from time to time in its sole discretion develop and provide Application updates, which may include upgrades, bug fixes, patches and other error corrections and/or new or changed features (collectively, including related Documentation, “**Updates**”). Updates may also modify or delete in their entirety certain features and functionality. You agree that Cozera has no obligation to provide any Updates to you, or to continue to provide or enable any particular features or functionality with respect to the Application. You agree to promptly download and install all Updates and you further acknowledge and agree that the Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Application and be subject to all terms and conditions of this EULA.

**4.2** Cozera may provide maintenance and support services for the Application, but has no obligation whatsoever to furnish such services to you, and may terminate such services at any time without notice.

#### **5. Your Account.**

**5.1** In order to access and use the Application, you may be required to register for a user account (“**Your Account**”). In registering for Your Account, you must provide accurate, current and complete information as may be prompted by any registration forms or as otherwise requested by Cozera (collectively, “**Registration Data**”), including without limitation, sufficient information to verify your Usage Rights. By submitting the Registration Data, you represent and warrant that the Registration Data is accurate, current and complete.

**5.2** You are fully responsible for all usage and activity on the Application under Your Account and shall be liable for all such use and activity. You shall be solely responsible for maintaining the confidentiality and security of your login and password(s), and shall immediately notify Cozera of any known or suspected unauthorized use(s) of Your Account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your login and password. You further agree to: (i) take reasonable efforts to resolve any unauthorized access to the Application; and (ii) reasonably cooperate with Cozera in resolving the unauthorized access. Notwithstanding anything else herein, Cozera reserves the right to pursue any and all claims against you under Your Account.

**5.3** Except as otherwise authorized in writing by Cozera, the license rights granted in this EULA are limited solely to your individual use in accessing and/or using the Application. Except as otherwise authorized in writing by Cozera, you agree that under no circumstances will you permit any other person, entity or organization to use Your Account for the purpose of accessing the Application, nor may you access and/or use the Application using the account information of any other person, entity or organization.

**6. Systems Data.** Data, content and information regarding your use of the Application in the nature of de-identified or aggregate systems administrative data, statistical, demographical data, operational information, and data generated by or characterizing the use of the Application is and shall remain the sole and exclusive property of Cozera (“**Systems Data**”). Cozera may make any legal use of the Systems Data without notifying you or

sharing such Systems Data with you. Specifically, Cozera may publish and share Systems Data with others in aggregate or statistical form to promote the Application, and for evaluating the efficiency, utility and functionality of the Application.

**7. Third Party Software.** Some components of the Application (the “**Third Party Software**”) may be governed by separate licenses, as indicated in the license, notice, readme, or other files distributed with the Application. Your license rights with respect to Third Party Software are defined by the applicable Third Party Software license, and nothing in this EULA will restrict limit, or otherwise affect any rights or obligations you may have, or conditions to which you may be subject under such Third Party Software licenses. You agree to be bound by and subject to the terms and conditions of each applicable Third Party Software license. If you do not agree to be bound by and subject to the terms and conditions of each applicable Third Party Software license, you must terminate this EULA by uninstalling the Application. The providers of such Third Party Software are intended third party beneficiaries under this EULA, having the right to enforce this EULA in accordance with its terms.

## **8. Term and Termination.**

**8.1 Term.** This EULA will commence as of the date you first click “I ACCEPT”, or install, access or use the Application (the “**Effective Date**”), and will continue until terminated as set forth in this EULA (the “**Term**”).

**8.2 Termination.** This EULA may be terminated as follows:

**8.2.1** Cozera may terminate this EULA: (i) in the event you are no longer authorized to access and/or use the Application as a result of the expiration or termination of your Usage Rights; (ii) upon written notice to you effective immediately, if you commit a material breach of this EULA; and (iii) at any time upon thirty (30) days’ prior notice to you.

**8.2.2** You may terminate this EULA at any time by uninstalling and destroying your copy of the Application.

**8.3 Post-Termination Rights and Responsibilities.** Upon the termination of this EULA for any reason: (i) you will no longer have any right to access or use the Application, and Cozera will have the right to terminate Your Account, disable your access to the Application, and destroy your Registration Data and/or any other data associated with Your Account; and (ii) you agree to destroy any and all Documentation, and all other files, information, data or software relating to the Application in your possession or control, and certify destruction upon request. Cozera reserves the right to pursue all available legal remedies notwithstanding any such termination. The termination of this EULA shall not entitle you to any refund, credit, or other compensation from Cozera or from any third party. The parties intend that the parties’ rights, obligations and responsibilities set forth in Sections 2.4, 6, 8.3, 9, 10, 11, 12, 13, and 18 through 22 shall survive the termination of this EULA.

**9. Indemnity.** You agree to defend, indemnify and hold harmless Cozera, its licensors, affiliates, successors and assigns, and each of their respective officers, directors, agents, and employees (the “**Cozera Indemnitees**”), for, from and against any and all claims, demands, loss, damage, liability, or expense (including, but not limited to, attorneys’ fees at trial, on appeal, and on any petition for review), arising out of or related to the breach of this EULA by you, or otherwise arising from the use of the Application by you, including without limitation, any actual or threatened suit, demand or claim made against the Cozera Indemnitees arising out of or relating to your conduct, your violation of this EULA, or your violation of the rights of any third party, including without limitation, any Third Party Software providers.

**10. Audits.** Cozera may retain administrative access to Your Account through the Application for purposes of auditing your compliance with the terms of this EULA, including without limitation, your usage of the Application. You agree to cooperate with Cozera in connection with any such audit.

## **11. Disclaimer.**

**11.1** EXCEPT AS EXPRESSLY WARRANTED HEREIN, THE APPLICATION IS PROVIDED “AS IS” AND “AS AVAILABLE.” COZERA AND ITS LICENSORS DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND RELATING TO THE APPLICATION, WHETHER EXPRESS, IMPLIED,

STATUTORY, OR OTHERWISE ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AVAILABILITY, ACCURACY, TIMELINESS, CORRECTNESS, RELIABILITY, CURRENCY, OR COMPLETENESS OF THE APPLICATION OR ANY INFORMATION OR RESULTS OBTAINED THROUGH THE APPLICATION, EVEN IF ASSISTED BY COZERA. COZERA SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY FOR DETERMINING THE COMPATIBILITY OF ANY HARDWARE OR SOFTWARE NOT SUPPLIED BY COZERA WITH THE APPLICATION AND PROVIDES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE OPERATION OF SUCH HARDWARE OR SOFTWARE WITH THE APPLICATION.

**11.2** YOU ACKNOWLEDGE AND AGREE THAT THE APPLICATION IS AN IDENTITY VERIFICATION TOOL ONLY. COZERA DOES NOT PERFORM ANY INDEPENDENT ANALYSIS OR VERIFICATION AS TO THE ACTUAL IDENTITY OF ITS USERS OR AS TO THE REGISTRATION DATA PROVIDED BY ITS USERS. ACCORDINGLY, COZERA DOES NOT REPRESENT, WARRANT OR GUARANTEE THAT THE APPLICATION WILL ENSURE ACCURATE IDENTITY VERIFICATION OR THAT THE APPLICATION WILL PREVENT FRAUD, IDENTITY THEFT, OR IMPERSONATION BY THIRD PARTIES. YOU ACKNOWLEDGE AND AGREE THAT EACH USER OF THE APPLICATION MUST EXERCISE HIS OR HER OWN INDEPENDENT SKILL, EXPERIENCE, KNOWLEDGE AND JUDGMENT IN MAKING DECISIONS BASED ON HIS OR HER USE OF THE APPLICATION. ACCORDINGLY, ALL RISK ASSOCIATED WITH THE USE OF THE APPLICATION IS SOLELY WITH YOU.

**12. Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COZERA AND/OR ITS LICENSORS BE LIABLE TO YOU, NO MATTER THE CAUSE OF ACTION OR THEORY OF LIABILITY, FOR: (i) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES (REGARDLESS OF WHETHER COZERA AND/OR ITS LICENSORS KNEW OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES); OR (ii) ANY CLAIM RELATED TO THE UNAUTHORIZED ACCESS TO AND/OR USE OF THE APPLICATION. THE MAXIMUM AGGREGATE LIABILITY OF COZERA AND/OR ITS LICENSORS ARISING OUT OF OR RELATING TO THE APPLICATION AND/OR THIS EULA SHALL BE LIMITED TO THE GREATER OF: (a) \$100 USD; OR (b) THE TOTAL AMOUNT OF FEES RECEIVED BY COZERA FROM YOU FOR THE USE OF THE APPLICATION IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR WHICH SUCH DAMAGES ARE ALLEGED TO BE OWED.

**13. Communications; Privacy Policy.** By accessing and/or using the Application, you agree to receive certain electronic communications from Cozera, including without limitation, by email or by push notification. Any personal information supplied by you in connection with your access to and/or use of the Application, including Registration Data, will be collected, used and disclosed in accordance with Cozera's Privacy Policy for the Application (the "**Privacy Policy**"). Please refer to Cozera's Privacy Policy for information on how Cozera collects, uses, and discloses personal information from its users of the Application. You further acknowledge and agree that personal information supplied by you, including Registration Data, may be transferred to other countries or jurisdictions outside of your country or jurisdiction of residence, and that the protections afforded such information under the laws and regulations of the country or jurisdiction to which the information is transferred may not be comparable to or as protective as the protections afforded such information in your country or jurisdiction of residence.

**14. Remedial Action.**

**14.1** Without limiting the above, Cozera may suspend delivery of the Application if it reasonably determines that you are not in compliance with this EULA or in the event you exceed, violate or breach your Usage Rights. Cozera's suspension of the Application is without prejudice to any right, claim or remedy of Cozera under this EULA, including without limitation, Cozera's rights under Section 8 above.

**14.2** You hereby acknowledge and agree that, in the event of any breach or threatened breach of your obligations or responsibilities under Section 2 above or any other provision affecting Cozera and/or its licensors intellectual property rights in the Application, Cozera may suffer irreparable injury for which damages at law may not be an adequate remedy. Accordingly, without prejudice to any other rights and remedies otherwise available to Cozera at law or equity, Cozera shall be entitled to seek equitable relief, including injunctive relief and specific performance, for any such breach or threatened breach of this EULA by you.

**15. Geographical Use; Export Compliance.**

**15.1** Cozera owns and controls the Application from its offices in the United States and the Application is intended for use within the United States. You agree not to use the Application in locations outside the United States without the express written consent of Cozera. In the event that Cozera grants such consent, you acknowledge and agree that end users who choose to access and/or use the Application from locations outside of the United States do so at their own risk, and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

**15.2** The Application may be subject to United States' export control laws, including the U.S. Export Administration Act and its associated regulations. You agree as follows:

**15.2.1** You represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

**15.2.2** You shall not, directly or indirectly, export, re-export or release the Application to, or make the Application accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. You shall comply with all applicable federal laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Application available outside the United States.

**16. Government Rights.** The Application may constitute commercial computer software, as such term is defined in 48 C.F.R. § 2.101. Accordingly, if you are an agency of the United States Government or any contractor therefor, you receive only those rights with respect to the Application as are granted to all other end users under license, in accordance with: (i) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors; or (ii) 48 C.F.R. §12.212, with respect to all other United States Government licensees and their contractors.

**17. Amendments.** Cozera may update or modify this EULA and any policies affecting the Application immediately upon notice to you posted to the Application or distributed via electronic mail. You will be required to click "I ACCEPT THE TERMS OF THE LICENSE AGREEMENT" upon any subsequent use of the Application following such an update or modification. Your clicking "I ACCEPT THE TERMS OF THE LICENSE AGREEMENT" and your subsequent use of the Application shall be conclusively deemed an acceptance of all such updates or modifications. Any updates or modifications to this EULA shall be deemed to supersede and/or replace the EULA in its prior form, to the extent set forth in such updates or modifications.

**18. Governing Law; Disputes.** This EULA is governed by the laws of the United States and the State of Oregon, without reference to conflict of laws principles. Except where prohibited, you agree that all disputes, claims and legal proceedings in any way arising out of or relating to the Application or this EULA shall be resolved individually, without resort to any form of class action, and exclusively in the state or federal courts located in Multnomah County, Oregon. You waive all defenses of lack of personal jurisdiction, improper venue, "forum non conveniens" and the like with respect to such courts. TO THE EXTENT ALLOWED UNDER APPLICABLE LAW, EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS EULA OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

**19. Entire Agreement.** This EULA constitutes the entire agreement between the parties hereto with respect to its subject matter and supersedes all previous and contemporaneous agreements between the parties with respect to the same subject matter hereof and may not, except as otherwise set forth in this EULA, be amended or modified except in a writing signed by the parties.

**20. Terms Required by Apple, Inc.** You acknowledge and agree that as between Apple Inc. and its subsidiaries ("Apple") and Cozera, Cozera, and not Apple, is solely responsible for the Application and the content thereof. You and Cozera further acknowledge and agree as follows:

**20.1** In the event of any third party claim that the Application or your possession and use thereof infringes that third party's intellectual property rights, Apple will not be responsible for the investigation, defense, settlement, and/or discharge of any such intellectual property infringement claim.

**20.2** Apple, and Apple's subsidiaries, are third party beneficiaries of this EULA, and upon your acceptance of the terms and conditions of this EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce the EULA against you as a third party beneficiary thereof. Other than Apple, Cozera's Third Party Software providers, and except as set forth in Section 9 above, there are no other third party beneficiaries to this EULA.

**20.3** Subject to the limitations contained hereunder, Cozera, not Apple, is responsible for addressing your claims, or any third party claims, related to the Application or your possession and/or use of the Application, including but not limited to: (i) product liability claims; (ii) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation.

**20.4** IN THE EVENT OF ANY FAILURE OF THE APPLICATION TO CONFORM TO ANY APPLICABLE WARRANTY, YOU MAY NOTIFY APPLE, AND APPLE WILL REFUND THE PURCHASE PRICE, IF ANY, FOR THE APPLICATION TO YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APPLE WILL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE APPLICATION.

**20.5** Apple has no obligation to furnish any maintenance and support services with respect to the Application. Support requests, as well as questions or complaints regarding the Application, may be directed to Cozera Customer Support, via email at support@cozera.atlassian.net or 888-269-3721 to inquire via phone.

**20.6** To the extent that any third-party terms are applicable when using the Application, you must comply with such terms when using the Application.

**21. Notice.** Any notice, communication, or complaint by you to with respect to the Application may be sent to:

Cozera, Inc. 5331 S. Macadam Ave. Suite 363 Portland, OR 97239.

**22. General.** The parties agree as follows: (i) no waiver will be binding on a party unless it is in writing and signed by the party making the waiver and a party's waiver of a breach of a provision of this EULA will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision; (ii) the parties will have all remedies available to them at law or in equity; (iii) if any term or provision of this EULA is determined to be unenforceable in any respect, the enforceability of the term or provision in any other respect and of the remaining provisions of this EULA will not be impaired; and (iv) both parties have full power and authority to enter into and perform this EULA.