

DATA USE LIABILITY AGREEMENT

IMPORTANT - READ CAREFULLY

- This Myron L[®] Company Data Use Liability Agreement ("DULA") is a legal agreement between the User and the Myron L[®] Company for the Myron L[®] Company product that accompanies this DULA, or that is subsequently provided to the User pursuant to further order, including any associated media, printed materials and electronic documentation (collectively, the "ULTRAPEN PTBTx Mobile Application").
- By installing, copying, downloading, accessing or otherwise using the ULTRAPEN PTBTx Mobile Application, the User agrees to be bound by the terms of this DULA. If the User does not accept and agree to the terms and conditions of this DULA, Myron L[®] Company is unwilling to allow the use of the ULTRAPEN PTBTx Mobile Application contained herein to the User. In that case do not install, access or use the ULTRAPEN PTBTx Mobile Application; instead delete the ULTRAPEN PTBTx Mobile Application from your computer or network in whatever form(s) it exists.

MEANING OF WORDS USED IN THIS DULA

- Instrument: Any Myron L[®] Company product from which data is transferred and received by the ULTRAPEN PTBTx Mobile Application.
- Myron L[®] Company: refers to "The Myron L[®] Company".
- ELUA - End users License Agreement.
- ULTRAPEN PTBTx Mobile Application: means the Myron L[®] Company Software Application that accompanies this DULA, including any associated media, printed materials and electronic documentation. This also includes any updates, version upgrades, configuration upgrades, add-on components, web services and/or supplements that Myron L[®] Company may provide to User or make available to User after the date the User obtains the initial copy of the ULTRAPEN PTBTx Mobile Application, to the extent that such items are not accompanied by a separate DULA or terms of use.
- User: The individual person or company that is deemed to be the end-user of the ULTRAPEN PTBTx Mobile Application under the terms of this DULA.

DATA USE PROVISIONS:

- In addition to ALL of the provisions stated in the EULA by agreeing to this DULA, the user acknowledges that the data transferred from the ULTRAPEN PTBTx Mobile Application is for record-keeping purposes only and is not intended for use in making critical or key decisions the outcome of which might result in a loss of profits; interruption to business; loss of information; damage to or loss of use of equipment or property; creation of a health hazard, injury, or death of a person or persons or; any other incidental or consequential damages.
- Users of Myron L[®] Company medical device Instruments specifically acknowledge that data transferred to any computer from the ULTRAPEN PTBTx Mobile Application is not intended for use in making treatment or diagnostic decisions.
- Users of the ULTRAPEN PTBTx product further acknowledge that export of data from the ULTRAPEN PTBTx Mobile Application in an editable format on any computer shall mean that the saved data may be altered or adulterated and can not be considered secure or inviolate