



# Software License Agreement

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**THE TERMS AND CONDITIONS OF THIS NATUS SOFTWARE LICENSE AGREEMENT (“AGREEMENT” or “NSLA”) GOVERN YOUR USE OF THE SOFTWARE UNLESS YOU AND NATUS MEDICAL INCORPORATED (“NATUS”) HAVE EXECUTED A SEPARATE AGREEMENT.**

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**4. Term.** This Agreement remains effective until terminated. You may terminate it at any time by destroying all copies of the Software in your possession or control. This Agreement will automatically terminate without notice if you breach any term of this Agreement. Upon termination, all licenses granted hereunder will immediately terminate and you must promptly destroy all copies of the Software in your possession or control.

**5. Limited Warranty.** Natus warrants that for thirty (30) days following the date of purchase, the media on which the Software is provided will be free from defects in materials and workmanship under normal use. As your sole and exclusive remedy and Natus’ entire liability for any breach of this limited warranty, Natus will promptly replace the defective media, at no charge.

**6. DISCLAIMER.** THE LIMITED WARRANTY SET FORTH IN SECTION 5 IS IN LIEU OF, AND NATUS EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES AND CONDITIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, AND ANY WARRANTIES AND CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM NATUS OR ELSEWHERE WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THIS AGREEMENT. Some jurisdictions do not allow limitations on how long an implied warranty last, so the above limitation may not apply to you. All warranties implied by statute are limited to the duration of the express warranty set forth above. This warranty gives you specific legal rights, and you may also have other rights which vary by jurisdiction.

**7. Limitation of Liability.** NATUS’S TOTAL LIABILITY TO YOU FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY WILL BE LIMITED TO AND WILL NOT EXCEED THE AMOUNTS PAID TO NATUS BY YOU FOR THE SOFTWARE. IN NO EVENT WILL NATUS BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR

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## **8. Confidentiality**

**8.1. Definition.** “Confidential Information” means: (a) the Software and (b) any business or technical information of Natus that is marked or identified as “confidential”, “proprietary”, or similar at the time of disclosure.

**8.2. Exclusions.** Confidential Information does not include information that: (a) is or becomes generally known to the public through no fault of or breach of this Agreement by you; (b) is rightfully known by you at the time of disclosure without an obligation of confidentiality; (c) is independently developed by you without use of the Confidential Information; or (d) you rightfully obtain from a third party without restriction on use or disclosure.

**8.3. Use and Disclosure Restrictions.** You will not use the Confidential Information except as necessary for the performance of this Agreement or to operate the Natus product, and will not disclose such Confidential Information to any third party except to those of your employees and subcontractors that need to know such Confidential Information for the purpose of performing this Agreement or to operate the Natus product, provided that each such employee and subcontractor is subject to a written agreement that includes binding use and disclosure restrictions that are at least as protective as those set forth herein. You will use all reasonable efforts to maintain the confidentiality of all such Confidential Information in your possession or control, but in no event less than the efforts that you ordinarily use with respect to your own Confidential Information of similar nature and importance. The foregoing obligations will not restrict you from disclosing Confidential Information: (a) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that you give reasonable notice to Natus to contest such order or requirement; or (b) on a confidential basis to your legal or financial advisors.

**9. Government Users.** The Software and Documentation are “commercial computer software” and “commercial computer software documentation”, respectively, as such terms are used in FAR 12.212. Any use, duplication or disclosure of the Software or the Documentation by or on behalf of the U.S. Government is subject to restrictions as set forth in this Agreement. Manufacturer is Natus Medical Incorporated.

**10. Export Law.** You agree to comply fully with all applicable international export laws and regulations to ensure that neither the Software nor any technical data related thereto, nor any direct product thereof, are exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations.

**11. General.** This Agreement will be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to or application of conflicts of law rules or principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply. You may not assign or transfer this Agreement or any rights granted hereunder, by operation of law or otherwise, without Natus’ prior written consent, and any attempt by you to do so, without such consent, will be void and of no effect. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise. All notices or approvals required or permitted under this Agreement will be in writing and delivered by commercial delivery service, or by certified mail, and in each instance will be deemed given upon receipt. All notices or approvals will be sent to the addresses set forth in the applicable ordering document or invoice or to such other address as may be specified by either party to the other in accordance with this section. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by authorized representatives of both parties. If any provision of this Agreement is held to be unenforceable or invalid, that provision will be enforced to the maximum extent possible and the other provisions will remain in full force and effect. This Agreement is the complete and exclusive understanding and agreement between the parties regarding its subject matter, and supersedes all proposals, understandings or communications between the parties, oral or written, regarding its subject matter. Any terms or conditions contained in your purchase order or other ordering document that are inconsistent with or in addition to the terms and conditions of this Agreement are hereby rejected by Natus and will be deemed null and of no effect. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.