AQURE Service Terms

These AQURE Service Terms (these "AQURE Terms") govern the licensing and use of AQURE middleware software ("AQURE") provided by Radiometer America, Inc. ("Radiometer") to the customer identified in the applicable Quote ("Customer"). These AQURE Terms, together with any applicable Quote, Statement of Work ("SOW"), and Annual Service Agreement ("ASA"), constitute the entire agreement of the parties with respect to AQURE. Among these documents, the order of precedence shall be: (1) these AQURE Terms; (2) any applicable SOW; (3) any applicable ASA; and (4) any applicable Quote, unless the conflicting document expressly states otherwise.

SECTION I – AQURE LICENSE TERMS

1. License Grant

Subject to Customer's compliance with these AQURE Terms and timely payment of all applicable fees, Radiometer grants Customer a limited, non-exclusive, non-transferable, non-sublicensable license to: (a) install and use AQURE solely on hardware owned or controlled by Customer; (b) use AQURE solely for Customer's internal clinical and operational purposes in connection with Radiometer products; and (c) make a reasonable number of copies of AQURE solely for backup and archival purposes. The foregoing license is granted only for use by Customer's authorized employees and contractors acting on Customer's behalf and subject to obligations of confidentiality no less protective than those set forth herein.

2. Term and Termination.

(a) The license shall be effective for the term specified in the applicable Quote or ASA, which may be one (1), three (3), or five (5) years unless otherwise expressly stated therein (the "Term").

Co-Termination. Any additional AQURE connection, product, or service purchased for an existing AQURE installation must be associated with that installation through a valid serial number and will have a term that is co-terminous with the applicable base AQURE agreement. The applicable Quote or other order documentation will identify the associated installation and term. Regardless of the effective date of the additional purchase, its term will expire on the same date as the applicable base AQURE agreement. Fees may be prorated as necessary to achieve co-termination.

(b) In the event either party materially breaches these AQURE Terms and fails to cure the breach within thirty (30) days after the date of written notice of the breach from the non-breaching party, or fails to commence diligent efforts to cure the breach if it cannot reasonably be cured within thirty (30) days, the non-breaching party may terminate these AQURE Terms after a thirty (30) day written notice to the breaching party. Nothing in this Section shall limit the non-breaching party from pursuing any and all remedies available to it in law or in equity subject to the limitations stated in these AQURE Terms.

(c) Any of the following events or conditions will be deemed a default under these AQURE Terms entitling Radiometer to terminate these AQURE Terms:

(i) Radiometer has not received any required payment in full, including but not limited to payments for invoices and shortfall amounts, within 30 days after such payment is due; (ii) immediately if Customer becomes insolvent, is liquidated or dissolved, institutes bankruptcy proceedings or makes an assignment for the benefit of creditors; or (iii) Customer breaches any term or condition of these AQURE Terms and fails to correct such violation within 30 days after receipt of written notice from Radiometer.

3. License Restrictions

Customer shall not, and shall not permit any third party to: (a) rent, lease, sell, sublicense, distribute, or otherwise transfer AQURE or any rights therein to any third party; (b) copy, modify, translate, adapt, or create derivative works of AQURE; (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive or gain access to the source code of AQURE; (d) remove, alter, or obscure any proprietary notices, labels, or markings on or in AQURE; (e) use AQURE to develop a competing product or service; (f) use AQURE for any purpose other than Customer's internal clinical and operational purposes as described herein; (g) use AQURE in any manner that violates applicable law or regulation; or (h) conduct or disclose the results of any benchmarking of AQURE without Radiometer's prior written consent; in each case except to the limited extent any such restriction is expressly prohibited by applicable law.

Except for the limited license expressly granted in these AQURE Terms, no right, title, or interest in or to AQURE or any related intellectual property is granted to Customer, whether by implication, estoppel, or otherwise. All rights not expressly granted are reserved by Radiometer.

4. Intellectual Property

All right, title, and interest in and to AQURE, including all intellectual property rights therein and any updates, upgrades, modifications, patches, documentation, and related materials provided by Radiometer, shall remain exclusively with Radiometer and its licensors, as applicable. Customer acknowledges that AQURE contains proprietary and confidential technology of Radiometer and its licensors. Nothing in these AQURE Terms shall be construed to transfer any ownership interest in AQURE to Customer. As between the parties, Customer retains all right, title, and interest in and to data entered into or generated by Customer's use of AQURE ("Customer Data"), and Radiometer shall have no ownership interest in Customer Data.

SECTION II – SUPPORT, SERVICES, AND PAYMENT TERMS

5. Supported Software Versions and Lifecycle Policy

Radiometer shall provide support, maintenance, updates, and security patches only for AQURE software versions designated as supported and for which an ASA is effective. Supported versions include the current AQURE release and the immediately preceding

release. All earlier versions are designated End of Support ("EOS"). Refer to **APPENDIX A – AQURE Software Lifecycle Policy.**

Customer may provide suggestions, feedback, or recommendations regarding the operation, functionality, or performance of AQURE ("Feedback"). Customer agrees that Radiometer may freely use, incorporate, and otherwise exploit such Feedback, as well as analyzer performance and remote diagnostic data collected in connection with support services, in connection with the development, improvement, and support of AQURE or other Radiometer products and services without restriction or obligation to Customer, provided that such use does not disclose Customer's confidential information and such collected data does not contain confidential patient data.

6. Confidentiality
These AQURE Terms are confidential and proprietary. The receiving party of confidential information shall keep in confidence all of the confidential information received by it. The receiving party shall take reasonable steps to prevent unauthorized disclosure or use of the confidential information provided and to prevent it from falling into the public domain or into the possession of unauthorized persons. The receiving party shall not disclose confidential information it received to any person or entity other than its officers, employees and consultants who need access to such confidential information in order to effect the intent of these AQURE Terms and who have entered into confidentiality agreements sufficient to enable compliance with this section. Notwithstanding the foregoing, in no event shall confidential information be disclosed to third parties, including but not limited to MD Buyline, ECRI Institute or other similar organizations. The receiving party will not have an obligation to protect any confidential information which: (i) is or becomes publicly available other than as a result of an act or failure to act by the receiving party; (ii) is lawfully obtained, directly or indirectly, from a non-party which was under no obligation of confidentiality; or (iii) is required by law to be disclosed. Any use or disclosure of this information for any purpose other than that for which it has been provided may cause substantial competitive harm to Radiometer and is prohibited.

7. End of Support (EOS) Versions
Radiometer shall have no obligation to provide support, bug fixes, security updates, compatibility updates, or services for EOS versions. Continued operation of EOS versions is at Customer's sole risk. Refer to **APPENDIX B – AQURE Version Support Matrix.**

8. Annual Service Agreement (ASA) Requirement
An active and fully paid ASA is required for Radiometer to provide AQURE support services.

9. Expired or Lapsed ASA
If Customer's ASA expires or lapses, Radiometer shall have no obligation to provide support. Any assistance provided shall be at Radiometer's sole discretion and may require ASA reinstatement, payment of backdated fees, execution of a Professional Services agreement (with an expired/lapsed fee included), and/or upgrade to a supported AQURE version.

10. Pricing, Invoicing, and Payment Terms
Customer shall pay all fees associated with AQURE Annual Service Agreements ("ASA"), Professional Services, upgrades, migrations, interface builds, and any other AQURE-related

services in accordance with the applicable Quote and invoice issued by Radiometer. The terms of payment are fixed at 30 days from the invoice date. Payment may be made by ACH, EFT, wire or check. Wire transfer instructions will be confirmed in writing and not by email. Payments are not subject to setoff or recoupment for any present or future claim Customer may have. Any sum not paid by the deadline shall, without prior notification, result in statutory interest according to the applicable rate in effect at the time of the payment default.

Radiometer reserves the right, upon written notice, to suspend or withhold AQURE support services, Professional Services, project planning activities, or delivery of work product if Customer fails to remit payment as and when due. These AQURE Terms and the license to use AQURE may be terminated by Radiometer immediately upon written notice if Customer fails to comply with any material term or condition of these AQURE Terms or any other agreement with Radiometer, or if Customer files for bankruptcy or is placed in receivership.

For Professional Services engagements, including but not limited to description of ITS Professional services via quote, project planning, technical discovery, solution design, interface specification, implementation planning, or development of a SOW, Radiometer shall have no obligation to commence such activities until payment has been received in accordance with the applicable Quote. Customer acknowledges that project planning, scheduling, and resource allocation are contingent upon receipt of required payments.

ASA fees are non-cancelable and non-refundable once the applicable service period has commenced, except as expressly stated in a mutually executed written agreement. Reinstatement of an expired or lapsed ASA may require payment of backdated fees, together with any additional costs and expenses reasonably incurred to restore AQURE support eligibility.

Upon any expiration or termination of these AQURE Terms or the applicable license Term, Customer shall cease all use of AQURE except to the extent continued use is expressly permitted in a written agreement signed by Radiometer, and Customer shall, upon request, certify such cessation of use in writing. Sections that by their nature should survive expiration or termination shall so survive, including provisions relating to payment obligations, intellectual property, confidentiality, warranty disclaimers, limitation of liability, indemnification, governing law, and notices.

11. Remote Access and Connectivity

Support services requiring remote access shall be performed only via Radiometer-approved secure remote access tools or Customer-provided VPN access approved by Radiometer. Customer is responsible for providing and maintaining, at its sole cost and expense, internet connectivity, network access, system availability, and security necessary for Radiometer to access the AQURE environment. Radiometer may provide support services via remote support software using Proxy Pro Networks or another Radiometer-approved remote connection method and reserves the right to install such remote support software on the AQURE server application for Remote Support. Customer may provide a VPN site-to-site connection or other remote support application only if approved by Radiometer. Radiometer shall not provide support via non-approved tools including, without limitation, general-purpose screen sharing or collaboration platforms, except at

Radiometer's discretion. Support requests requiring access to the live AQURE server through a non-approved remote support application, including Teams, Zoom, or Webex, may be billed at a minimum of four (4) hours at Radiometer's current Labor - IT Remote Support hourly rate. Screen sharing support beyond four (4) hours per incident may also be billed at Radiometer's current Labor - IT Remote Support hourly rate.

Customer shall provide, upon Radiometer's request, a service account or other access credentials reasonably necessary to permit Radiometer Support Staff to connect to the AQURE environment during and after business hours for support purposes. If Customer requests after-hours support, go-live support, or support where no approved remote support application is available, Radiometer reserves the right to require a purchase order in advance or written email confirmation that a purchase order will be submitted during normal business hours, and to charge a minimum of six (6) hours for go-live support and a minimum of four (4) hours for other support services. If no current or active ASA is on file, Radiometer may require a purchase order in advance and apply a minimum four (4)-hour charge for support services.

12. Customer Environment Responsibilities
Customer is solely responsible for maintaining AQURE servers, operating systems, databases, cybersecurity controls, antivirus protection, malware protection, backups, operating system patches, and network connectivity in accordance with Radiometer specifications. Customer shall maintain servers with up-to-date recommended operating systems and environments and is responsible for the reliability and availability of the servers and related infrastructure required for Radiometer to perform remote support services. Customer shall not perform in-place operating system upgrades on servers hosting AQURE. Migration of AQURE to a new or upgraded operating system environment shall be performed in accordance with Radiometer-approved installation and deployment procedures.

13. Third-Party Device Environment. For third-party devices connected to AQURE, Customer is responsible for maintaining the applicable device, device software, and firmware, network connectivity, configuration, licensing, and manufacturer support necessary to enable and maintain connectivity with AQURE. Customer is responsible for ensuring that third-party devices and associated systems are installed, configured, maintained, and operated in accordance with the applicable third-party manufacturer's requirements and Radiometer's applicable connectivity specifications.

14. Third-Party Device Connectivity. Radiometer's support for third-party devices is limited to AQURE-supported interface and connectivity functionality. Radiometer does not warrant or assume responsibility for the operation, performance, availability, configuration, maintenance, or support of third-party devices or their associated software or firmware. Connectivity to a third-party device is subject to the applicable device model, software or firmware version, communication protocol, interface specification, and configuration supported by Radiometer at the time of implementation. Radiometer excludes all liability arising from software updates to third-party devices performed through AQURE, including liability caused by defects in AQURE.

15. Comparable product functionality
AQURE is not warranted to provide any functionality available in other similar products – provided by Radiometer or other providers – unless that functionality is expressly agreed in writing. AQURE substituting a competing product does not constitute such agreement.

16. Limits and Exclusions
Radiometer shall have no obligation to provide support for issues arising from: (a) EOS AQURE versions; (b) unsupported or obsolete operating systems; (c) unsupported or obsolete database platforms; (d) third-party devices, device software, firmware, LIS, HIS, or middleware systems outside Radiometer's control; (e) environments with expired or inactive ASAs; or (f) Customer modifications not approved by Radiometer; or (g) in-place operating system upgrades or other changes to the AQURE server environment not performed in accordance with Radiometer-approved procedures.

Changes made by a third-party manufacturer, including changes to device hardware, software, firmware, communication protocols, interface specifications, security requirements, or other functionality, may affect compatibility with AQURE. Radiometer does not warrant continued compatibility following such changes and may require configuration changes, software updates, interface modifications, validation activities, or other Professional Services to restore or maintain connectivity.

17. Professional Services
Upgrades, operating system migrations, AQURE redeployments, interface builds, remediation activities, complex integrations, and implementation, setup, or other specialized AQURE-related services may require a separate Professional Services engagement governed by the SOW included (if requested by Customer) in the applicable Quote, and any applicable setup or implementation fees shall be as specified in the applicable Quote.

18. Warranty Disclaimer
AQURE IS PROVIDED "AS IS" EXCEPT AS EXPRESSLY STATED IN AN APPLICABLE ASA OR OTHER WRITTEN AGREEMENT SIGNED BY RADIOMETER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RADIOMETER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. RADIOMETER DOES NOT WARRANT THAT CUSTOMER'S USE OF AQURE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ALL DEFECTS WILL BE CORRECTED, OR THAT AQURE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CUSTOMER ACKNOWLEDGES THAT INTERRUPTIONS, DELAYS, OR ERRORS MAY OCCUR IN COMPLEX SOFTWARE ENVIRONMENTS AND THAT CUSTOMER HAS INDEPENDENTLY EVALUATED AQURE FOR ITS PURPOSES. THE DISCLAIMERS IN THIS SECTION ARE A MATERIAL PART OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES.

19. Limitation of Liability
IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR USE, ARISING OUT OF OR RELATING TO THESE AQURE TERMS, AQURE, UNSUPPORTED VERSIONS, EXPIRED ASAs, OR CUSTOMER INFRASTRUCTURE, EVEN IF RADIOMETER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE THEORY OF LIABILITY. TO THE MAXIMUM

EXTENT PERMITTED BY APPLICABLE LAW, RADIOMETER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE AQURE TERMS SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO RADIOMETER FOR AQURE AND RELATED ASA FEES UNDER THE APPLICABLE QUOTE OR ASA DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO: (A) CUSTOMER'S PAYMENT OBLIGATIONS; (B) EITHER PARTY'S LIABILITY FOR BREACH OF CONFIDENTIALITY; (C) INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; OR (D) MATTERS THAT CANNOT BE LIMITED UNDER APPLICABLE LAW.

SECTION III – GENERAL**(a) ENTIRE AGREEMENT.** These AQURE Terms and any Exhibits or Appendices attached hereto constitute the entire understanding and agreement between Radiometer and Customer concerning the subject matter hereof and supersede all prior or contemporaneous negotiations, agreements and understandings, whether oral, in writing, or established by the course of dealing of the parties, concerning the subject matter hereof, including, but not limited to, all prior agreements between Radiometer and Customer.

(b) MODIFICATION AND WAIVER. No modification of these AQURE Terms or waiver of any of the provisions herein shall be effective unless in writing and signed by a duly authorized representative of both parties. No waiver of a specific provision shall be deemed a waiver of any other provision not specifically described therein.

(c) SEVERABILITY. If any part of these AQURE Terms shall be determined to be invalid, illegal or unenforceable by any valid Act of Congress or act of any legislature or by any regulation duly promulgated by the United States or a state acting in accordance with the law, or declared null and void by any court of competent jurisdiction, then such part shall be reformed, if possible, to conform to the law and, in any event, the remaining parts of these AQURE Terms shall be fully effective and operative insofar as reasonably possible.

(d) AUTHORIZATION. Each of the persons executing these AQURE Terms on behalf of a corporation or other legal entity personally warrants and represents that they do have the requisite and necessary approval and authority to execute these AQURE Terms on behalf of the corporation or other legal entity on whose behalf that person signed. These AQURE Terms are not valid unless and until an authorized representative of each party has signed it.

(e) COUNTERPARTS. These AQURE Terms may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

(f) DISPUTE RESOLUTION. Prior to the initiation of formal litigation resolution procedures, the parties will first attempt to resolve any dispute, controversy or claim arising out of, relating to, involving or having any connection with these AQURE Terms or otherwise related to the Products, including any question regarding the validity, interpretation, scope, performance, or enforceability of this dispute resolution provision (a “Dispute”) informally, as follows: within 30 days of a written request concerning a Dispute, a Vice President (or a delegate) from each party will personally attempt to resolve a Dispute with each other. If these officers do not resolve the Dispute within 30 days, the Dispute may be submitted to

mediation if both Customer and Radiometer agree, or submitted to a court for resolution. The provision of this Section will not be construed to prevent a party from seeking a temporary restraining order or injunctive or other equitable relief with respect to a breach (or attempted breach) of these AQURE Terms by the other party.

(g) HEADINGS. The descriptive headings of the Sections of these AQURE Terms are inserted for convenience only and shall not control or affect the meaning or construction of any provision hereof.

(h) GOVERNING LAW. These AQURE Terms shall be governed by, and construed in accordance with, the laws of the state in which Customer is located, excluding its choice of law provisions.

APPENDIX A – AQURE Software Lifecycle Policy & Version Support Matrix

Radiometer maintains a defined AQURE software lifecycle to ensure security, performance, and regulatory alignment. Only supported versions are eligible for updates and support.

This version support chart reflects AQURE software version support status for the 2026 calendar year only. Radiometer reserves the right to update, modify, or revise AQURE version support designations on an annual basis or as required to address security, regulatory, or operational considerations. Updated version support information will be communicated through official Radiometer channels.

AQURE Version Support Matrix	
AQURE Version	Support Status
<v2.5.2	**End of Support**: **Upgrade Required,** No support, No patches
v2.5.3 to v2.6.3	Supported: Upgrade Recommended, Active support with valid ASA
v2.6.5 – Current	**Current / Preferred**: Full support with active ASA