

## END USER LICENSE AGREEMENT (EULA) FOR MUSCLE MONITOR SOFTWARE BY MYONTEC LTD.

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE USING THE SOFTWARE. THIS LICENSE PROVIDES IMPORTANT INFORMATION CONCERNING THE SOFTWARE, PROVIDES YOU WITH A LICENSE TO USE THE SOFTWARE AND CONTAINS WARRANTY AND LIABILITY INFORMATION. BY USING THE SOFTWARE, YOU ARE ACCEPTING THE SOFTWARE "AS IS" AND AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE AGREEMENT. MYONTEC RESERVES ALL RIGHTS TO IMPROVE, CHANGE AND MODIFY THIS AGREEMENT WITHOUT PRIOR NOTICE. IN NO EVENT WILL THE AUTHORS BE HELD LIABLE FOR ANY DAMAGES ARISING FROM THE USE OF THE SOFTWARE. IF YOU DO NOT WISH TO DO SO, DO NOT USE THE SOFTWARE.

### 1. Restrictions on use

You shall not decompile, reverse engineer, disassemble, include in other software, or translate the Software. You shall not modify, alter, change or otherwise make any modification to the Software or create derivative works based upon the Software. You shall not rent, lease, resell, sub-license, assign, distribute or otherwise transfer the Software or this license.

### 2. Ownership

This license provides you with limited rights to use the Software. Myontec retains all ownership, right, title and interest in, to and of the Software, and data it handles, and all copies of it. All rights not specifically granted in this license, including domestic and international copyrights, are reserved by Myontec.

### 3. License

#### 3.1. License grant

3.1.1 Subject to the payment by the User of the relevant charges and fees in respect of the Software licence, and the Users compliance with the provisions of this SLA, Myontec grants to the User a perpetual, non-exclusive, non-transferable licence as defined below. The license is granted per-computer. This means the User will need to purchase one licence for each computer.

The License grants the right to:

- (a) download and store the Software and Documentation. The Software can be installed on to as many computers as there are licenses owned by the User.
- (b) use the Software as described in this manual. The Licence granted is royalty-free. The User is free to use and publish results elicited by the Software, in his/her own discretion.

### 3.1.2 The User must not:

- (a) copy or reproduce the Software or Documentation or any part of the Software or Documentation other than in accordance with the licence granted above.
- (b) sell, resell, rent, lease, loan, supply, distribute, redistribute, publish or re-publish the Software or Documentation or any part of the Software or Documentation, without the consent of Myontec.
- (c) modify, alter, adapt, translate or edit, or create derivative works of, the Software or Documentation or any part of the Software or Documentation, for purpose of making a software product which is significantly similar to the Software;
- (d) reverse engineer, decompile, disassemble the Software or Documentation or any part of the Software or Documentation;

### 3.1.3. All Intellectual Property Rights in the Software and Documentation are and will remain, as between the Parties, the property of Myontec.

Markings of logos, product names, manuals, documentation, and other support materials are either patented, copyrighted, trademarked, constitute valuable trade secrets (whether or not any portion of them may be copyrighted or patented) or are otherwise proprietary to Myontec. You shall not remove or obscure Myontec's copyright, trademark or other proprietary notices from any of the materials contained in this package or downloaded together with the Software.

## 4. Privacy statement

In order to receive the activation code for the Software license, the User is requested to submit e-mail address. Given address is associated with the Software license key, which can be used for contacting the User regarding Software support. During activation process an identifier associated with a computer of the registered User is automatically collected to Myontec's license database to maintain the activation of the software license.

Any information generated by the software or added by the User is used and intended only to provide the User with more individual feedback from User's physiological status during and after the exercises. The Software itself does not collect any other personal information. Any information and training data inquired by the Software is stored locally only to User's computer.

## 5. Warranty

THE SOFTWARE IS LICENSED "AS IS". IN NO EVENT DOES MYONTEC WARRANT THAT THE SOFTWARE OR THE DOCUMENTATION INCLUDED THEREIN, IS ERROR FREE OR THAT YOU WILL BE ABLE TO OPERATE THE SOFTWARE WITHOUT PROBLEMS OR INTERRUPTIONS. You are responsible for using the Software in accordance with the user manuals and

instructions provided by Myontec. You are responsible for making sure your system, including the hardware in use, is compatible with the Software and its requirements. You are responsible for obtaining your own data connections in order to transmit the measuring results from the hardware to the Software and Myontec is not responsible for any erroneous data due to interruptions, slowness, or other problems with your data connection. While the Software may be compatible with hardware other than Myontec's hardware, use of third party hardware will void any warranty.

TO THE EXTENT ALLOWED BY APPLICABLE LAW AND EXCEPT FOR ANY WARRANTIES EXPRESSLY SET FORTH HEREIN, MYONTEC DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE SOFTWARE AND THE HARDWARE, INCLUDING ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE (WHETHER OR NOT MYONTEC KNOWS OR IS OTHERWISE AWARE OF ANY SUCH PURPOSE), IMPROVED PHYSICAL FITNESS OR PERFORMANCE, AND NONINFRINGEMENT, WHETHER ALLEGED, ARISING BY OPERATION OF LAW, CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. MYONTEC RESERVES ALL RIGHTS TO IMPROVE, CHANGE AND MODIFY THE SOFTWARE AND THE DOCUMENTATION INCLUDED WITHOUT PRIOR NOTICE.

## 6. Limitation of liability

Except in respect of any liability which cannot be limited or excluded by mandatory applicable law, Myontec's liability to the end user in respect of each event or series of connected events shall not exceed the price of the products. MYONTEC SHALL NOT BE LIABLE TO THE END USER FOR ANY INCIDENTAL, INDIRECT, COLLATERAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY (WHETHER CONTRACT, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE), INCLUDING LOST PROFITS, LOST OR ERRONOUS DATA, EXPOSED PERSONAL DATA FROM USERS PC OR BUSINESS OPPORTUNITY, EVEN IF ADVISED OF THE POSSIBILITY FOR SUCH DAMAGES.

Some states do not allow the exclusion of certain damages or the limitation of certain warranties. Should this be the case with the state of your residence at the time of purchase, the limitation of liabilities and exclusion of warranties set forth above shall be construed to limit Myontec's liability and to limit the warranties Myontec must give to you to the maximum extent Myontec may do so under applicable law.

The User can on his/her own decision, with the "Export file" function in the software, transfer locally stored datafiles outside User's computer. Exported data file contains all Personal information that is stored related to the subject measured with the software. MYONTEC SHALL NOT BE LIABLE FOR ANY POSSIBLE CLAIMS OF PRIVACY VIOLATIONS REGARDING EXPORTED DATA FILES BY THE USER.