

Fever Screener End-User License Agreement

This is a legal agreement between an individual or a single entity (hereinafter “you”) and Altoros, LLC (hereinafter “Altoros”). Before installing and using Fever Screener (hereinafter “Software”) and any updates to it that we may provide to you at our discretion, you should read this agreement.

If you do not agree with all of the terms of this agreement, do not install or use Software. Altoros may change this agreement at any time, and it is your responsibility to review the most updated version of it on Altoros’ website. By continuing to use Software following such changes, you agree to be bound by them.

1. The grant of a license

Subject to the terms of this agreement, you are hereby granted a non-exclusive, royalty-free, non-transferable, revocable, worldwide, paid-up license (without the right to sublicense) and right to use Software for internal business purposes only in conjunction with a single [Altoros Product](#) owned by you within one (1) year from the date when you installed Software.

If you decide to extend your license for the second and/or successive year(s), please contact billing@altoros.com or engineering@altoros.com to be invoiced. You will be granted a software license for the second and/or successive year(s) on the terms of this agreement upon a receipt of payment in full.

2. Restrictions

You will not, and will not permit any third parties to (a) copy Software, other than a reasonable number of backup copies for your own use only, and such backup copies together with the original will be kept in your possession and control; (b) provide or disclose Software to any third party; (c) alter, modify, decompile, and disassemble Software, or attempt to do any of the foregoing; (d) grant sublicenses, leases, or any other rights in Software to any third party; or (e) remove, alter, or obscure any proprietary rights notices (including any copyright and trademark notices) on and in Software.

3. Ownership

Altoros and its affiliates are the owners of and retain title to all proprietary and intellectual property rights (including all patent, copyright, trade secret, and trademark rights) in and to Software. You have no right, title, or interest in Software, except as specifically set forth herein, and no rights in any Altoros trademarks. All rights not explicitly granted herein are hereby reserved.

4. Indemnification

You assume the entire risk relating to and will indemnify, hold harmless, and defend Altoros from and against any claims, actions, lawsuits, or proceedings, as well as any losses, liabilities, damages, and expenses (including attorney’s fees and expenses) that arise or result from your activities under this agreement, including the use of Software.

5. No warranties

Your use of Software is solely at your own risk. Software is provided “as is” and “as available” without warranty or condition of any kind, either express, implied, or statutory, including implied warranties of merchantability, fitness for a particular application or purpose, title, and

noninfringement, and Altoros hereby expressly disclaims all such warranties and conditions. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

6. Medical disclaimer

Your use of Software should not be solely or primarily relied upon to diagnose or exclude a diagnosis of COVID-19 or any other disease.

7. Limitation of liability

Notwithstanding any other provision herein, to the maximum extent permitted by applicable law, Altoros will not under any circumstances be liable for any direct, indirect, incidental, consequential, punitive, or special losses or damages (including damages for bodily injury or death, business interruption, loss or corruption of business information or data, loss of opportunity, loss of privacy, cost of recovery, financial loss, loss of revenue or loss of profits for any reason whatsoever) whether or not Altoros has been advised or should have been aware of the possibility of any such losses or damage arising, and in no event will the aggregate and cumulative liability of Altoros for any matters arising under this agreement or otherwise exceed the actual amount paid by you to Altoros.

8. Software implementation and support

Altoros may provide you with software implementation and support related to Software, including, but not limited to, Software installation, integration, and Software updates within one (1) year from the date when you installed Software. Altoros may use any technical information, feedback, or ideas you provide for its business purposes, including Software development and support.

If there are any questions regarding software implementation and support, please contact us via an e-mail to fever-screener.support@altoros.com.

9. Termination

Altoros may terminate this agreement immediately and put you on notice if any of the terms of this agreement are violated. Any notice given by Altoros hereunder will be effective when sent to an e-mail address provided to Altoros. On termination, your rights hereunder will cease, and you must immediately return all copies of Software to Altoros; on termination due to violation or default, you will be liable to Altoros for all damages suffered as a result of such events.

9. Export laws

This agreement may involve products and/or technical data that may be controlled under laws and regulations of the United States and other countries, including the United States Export Administration Regulations, or any other applicable law, regulation, rule, guideline, or order (collectively "Export Laws"). You will comply with all Export Laws to ensure that Software is not exported, directly or indirectly, in contravention of Export Laws. You represent and warrant to Altoros that you are not a person barred from receiving Software under any Export Laws.

10. General

This agreement is the entire agreement between you and Altoros with respect to the subject matter of this agreement. If you are signing on behalf of an entity such as a corporation, you represent and warrant that you have the authority to bind such entity. This agreement and the rights granted hereunder are personal to you, and you may not assign this agreement to a third party without the prior written consent of Altoros. This agreement shall be governed and

construed in accordance with the laws of the State of California as to all matters, including, but not limited to, matters of validity, construction, effect, and performance. With respect to all disputes arising out of or related to this agreement or the transactions contemplated hereunder, the parties hereby submit to the exclusive jurisdiction of the state and federal courts in the State of California. You agree that termination and/or monetary damages may not be a sufficient remedy if you breach this agreement and that Altoros will be entitled, without waiving any other rights or remedies, to injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction in the event of a breach. If Altoros does not exercise any legal right or remedy in this agreement or otherwise, this will not be taken to be a formal waiver by Altoros of its rights, which rights will remain available to Altoros. If any provision of this agreement is construed to be illegal or invalid, the illegal or invalid provisions will be deemed stricken and deleted herefrom to the same extent and effect as if never incorporated herein, but all other provisions hereof will continue in full force and effect.