



MICRO-X SOFTWARE LICENSE AGREEMENT

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This Software License Agreement (“**Agreement**”) governs the use of proprietary software developed by Micro-X Ltd (ABN 41 153 273 735) or its affiliates (“**Micro-X**”) that is provided with or embedded in Micro-X hardware systems.

By installing, operating, or using the Micro-X software, the Licensee agrees to the terms of this Agreement.

1. Definitions

“**Software**” means only the proprietary software, firmware, and system configurations developed and owned by Micro-X and delivered with a Micro-X hardware system.

“**Third-Party Software**” means any software developed by third parties and included on or with the system (including, but not limited to, Windows OS, Varex/Viewworks software, TeamViewer).

“**Licensee**” means the purchaser, lessee, or authorized end-user of the applicable Micro-X hardware system.

2. Scope

This Agreement applies only to the Software developed by Micro-X. Use of any Third-Party Software is governed by the terms of the respective third-party license agreements, which may be provided separately or incorporated into the third-party software itself. Micro-X does not grant any rights to Third-Party Software.

3. License Grant

Micro-X grants Licensee a non-exclusive, non-transferable, non-sublicensable, and limited license to use the Software solely in connection with the operation of the corresponding Micro-X system, and only for internal business or clinical purposes.

4. Restrictions

Licensee shall not:

- Copy, modify, translate, reverse engineer, decompile, or disassemble the Software;
- Use the Software on non-Micro-X hardware;
- Distribute, sublicense, rent, or lease the Software to any third party;
- Remove or alter any proprietary notices or labels.

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6. Limited Warranty



Micro-X warrants that the Software will perform substantially in accordance with its documentation for the duration of the applicable Micro-X hardware warranty period provided it is installed and operated in accordance with Micro-X instructions. This warranty does not apply to:

- Software not installed or operated in accordance with instructions,
- Modifications made by Licensee or third parties,
- Use in environments for which the Software was not designed.

7. Disclaimer

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To the extent permitted by law, Micro-X shall not be liable for any indirect, incidental, special, or consequential damages, including loss of profits or data, arising from use of or inability to use the Software, even if advised of the possibility of such damages. In no event shall Micro-X’s aggregate liability exceed the amount paid for the applicable system.

9. Termination

This license is effective until terminated. It will terminate automatically if Licensee breaches any provision of this Agreement. Upon termination, Licensee must cease using the Software and destroy all copies.

10. Export Compliance

Licensee agrees to comply with all applicable export control laws and regulations and shall not export or re-export the Software without appropriate licenses or approvals.

11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of:

- The state of Washington, USA, if the system was purchased in the United States; or
- The state of South Australia, Australia if purchased elsewhere.

12. Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding the Software and supersedes any prior or contemporaneous communications.

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