

Software End-User License Agreement
Version 6.0
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PLEASE READ CAREFULLY BEFORE DOWNLOADING OR USING THE SOFTWARE. You should print or save a copy of this EULA for future reference from the 'Terms of Use' area of the OmronWellness.com, Connect.OmronHealthcare.com or ReliOnHeartHealth.com Website.

This End-User License Agreement (“EULA”) is a legal agreement between you (“End-User” or “You”) and Omron Healthcare, Inc., (“Omron” ;“Licensor”, “Us” or “We”) for the use of: the Omron Wellness website, Omron Connect website or ReliOn Heart Health website (“OmronWellness.com” “Conenct.OmronHealthcare.com” , “ReliOnHeartHealth.com” or “Website”) and the Omron software, which includes our mobile and web apps (collectively, “Software”); services available through and in connection with the Website and Software (the “Services”); and online or electronic documents, including but not limited to instruction manuals (“Documents”).

USE OF THE WEBSITE, SERVICES, AND SOFTWARE IS NOT PERMITTED FOR CHILDREN 12 YEARS OF AGE OR YOUNGER. Use of the Website, Services and Software by minors age 13–18 is by agreement of the minor’s parent. Any user age 13–18 must have his or her parent agree to the terms of this EULA and the Privacy Policy on behalf of the minor. By accessing the Website, Services, or Software you acknowledge that you are 18 years or older or, if not, that you are at least 13 years old and your parents have read and agreed to the terms of this EULA and the Privacy Policy.

By clicking the "**Agree**" button during account registration YOU AGREE to the terms of this EULA which will bind you. The terms of this EULA include, in particular, a disclaimer clarifying that the Software, Services, and Website do not provide medical advice (Annex 1, Section 1.6), limitations on liability (Annex 1, Section 6) and the Privacy and Cookie Policy.

By clicking the "**Agree**" button during account registration YOU AGREE that we may collect and process the following data, including HEALTH RELATED DATA, for the purpose set out below. If you do NOT AGREE to the terms of this EULA, we will not license the Software, Website, Services, and Documents to you and you cannot register as an End-User.

What information we may collect from you:

1. Information that you provide by filling in forms or other spaces dedicated for such information when registering for the Website, Services, and Software, such as your name, email address and password;
2. Information, including but not limited to HEALTH RELATED DATA, that you upload by connecting an Omron device to the Software and/or that you provide by manually filling in forms or other spaces dedicated for such information, such as your first name, age, gender, height, smoker or nonsmoker, sleep, hours of exercise per week, pulse, blood pressure, irregular heartbeat,

the total number of aerobic steps and other steps taken, aerobic walking time, calories burned, fat burned, blood glucose levels, whether the blood glucose measurement was taken before or after a meal, body fat percentage, body weight, skeletal muscle percentage, visceral fat level, BMI, resting metabolism, the time and date of measurement and the targets you set related to this data;

3. Details of your usage of the Software, Website, and Services and the resources that you access.
4. Details about your browser language settings, IP address, device model and operation system, if available. This information will not be stored in connection with the personal user data you provided.

Use made of the information we collected from you:

1. To enable you to upload, store and track Omron device data and manually entered data, including data related to your health, as set out above;
2. To enable you to set targets related to the uploaded and manually provided information, including the data related to your health, and check progress to watch these targets;
3. To improve the content of the Software, Services, and Website to provide and improve functionality as set out under 1 and 2 above in order to tailor the Software, Services, and Website better to the End user's needs;
4. To analyze de-identified, aggregated (health) data to understand usage trends and health data trends that can potentially lead to development of new products and services;
5. To make sure that content from the Software, Services, and Website is presented in the most effective manner for you and for your Devices. Your browser language settings and IP address will only temporarily be stored for security and log in purposes and to present the Software, Services, and Website in the language of your browser, if available;
6. To carry out our obligations arising from this EULA;
7. To notify you about changes to the Software, Services and Website; and
8. We may share the collected information with our business partners and affiliates.

ANNEX 1: AGREED TERMS

1. Acknowledgements

1.1 The terms of this EULA apply to the Software, Services, Website, and Documents, including any updates or supplements to the Software, Website, Documents or any of the Services, unless they come with separate terms, in which case those terms apply.

1.2 We may change these terms at any time by notifying you of a change when you next start or use the Software, Website, or Services. The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of the Software, Website, or Services. If you do not accept any new terms you will not be able to use the Software, Website, and Services any longer.

1.3 From time to time updates to the Software may be issued through the application store provider or the Website. Depending on the update, you may not be able to use the Services until you have downloaded or streamed the latest version of the Software and accepted any new terms. However, even if the information, Software, Website, or Services are outdated, we are under no obligation to update the Software, Website, or Services.

1.4 Before registering and/or downloading the Software, you are requested to create your personal user account existing of an email address and password as part of our security procedures. You are responsible for all activities conducted using your account. You must treat such information as confidential, and you must not disclose it to any Third Party. We have the right to disable any personal user account and delete the data which you uploaded to the Software if in our opinion you have failed to comply with any of the provisions of these EULA.

1.5 We process information about you in accordance with our Privacy and Cookie Policy. The terms of our Privacy and Cookie Policy available at the Website (“Privacy Policy”), are incorporated into this EULA and apply to the Software, Website, and the Services. Additionally, by using the Software, Website and/or any Services, you acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send using the Software, Website or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

1.6 YOU UNDERSTAND THAT THE SOFTWARE, WEBSITE, SERVICES AND DOCUMENTS ARE PROVIDED “AS-IS” AND ARE NOT INTENDED TO AMOUNT TO ANY ADVICE, INCLUDING BUT NOT LIMITED TO MEDICAL ADVICE, OR FOR DIAGNOSTIC PURPOSES ON WHICH RELIANCE SHOULD BE PLACED. WE ARE NOT A MEDICAL CARE PROVIDER AND DO NOT PROVIDE MEDICAL ADVICE. THE SOFTWARE, WEBSITE, SERVICES AND DOCUMENTS ARE NOT INTENDED TO BE RELIED UPON IN LIEU OF MEDICAL TREATMENT OR ADVICE BY A TRAINED MEDICAL CARE PROVIDER. ALWAYS CONSULT YOUR DOCTOR OR OTHER HEALTHCARE PROFESSIONAL WITH ANY QUESTIONS REGARDING ANY MEDICAL CONDITION, OR FOR SPECIFIC GUIDANCE REGARDING NUTRITION OR PHYSICAL ACTIVITY.

1.7 The Software, Website, Services or any Documents may contain links to other independent Third Party websites (“Third Party Sites”). Third Party Sites are not under our control, and we are not responsible for and do not endorse their content or their Privacy Policies (if any). You will need to make your own independent judgment regarding your interaction with any Third Party Sites, including the purchase and use of any products or services accessible through them.

You acknowledge and agree that Licensor is not responsible for and does not endorse any advertising, products, or information available from such Third Parties. Licensor reserves the right to remove any Third Party link at any time if it is deemed inappropriate, even if approval for the link was previously given.

1.8 Software Support. All questions and requests relating to Software, Website, Services and Documents support must be directed to Omron. The Third Parties, as defined below, are not responsible for providing support and may not be contacted for support.

1.9 Third Party Terms. Certain elements of the Software, Website, and Services may be provided by Third Parties (collectively, “Third Party Elements”), which may be governed by Third Party Terms and Conditions. You agree to comply with all Terms and Conditions applicable to the Third Party Elements, in addition to the terms and conditions contained in this EULA. The Third Party Terms and Conditions may be provided through the Documents, a

website designated by Omron from time-to-time, or as you are using the Software, Website, or Services. Your use of the Third Party Elements shall be deemed your acceptance of the Third Party licenses.

OMRON MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY THIRD PARTY ELEMENTS. ALL THIRD PARTY ELEMENTS ARE PROVIDED “AS-IS,” WITHOUT WARRANTIES OF ANY KIND BY OMRON. IN NO EVENT WILL OMRON BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE THIRD PARTY ELEMENTS, EVEN IF OMRON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

1.10 Social media and other third Party services. The Software, Website, and Services may be used to access and use certain Third Party services (e.g., Twitter, Facebook, Dropbox, etc.). In addition to the terms of this EULA, your use of those services will be subject to the applicable Third Party Terms and Conditions, including their Privacy Policies. You are responsible for reviewing and accepting those terms prior to transferring or posting any information to their services. You understand and agree that those services are not Omron’s agents and that Omron has no responsibility or liability for them. All Third Party services are provided as-is and as-available, without warranties of any kind.

1.11 Any words following the terms “including,” “include,” “in particular” or “for example” or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

2. Grant and scope of license

2.1 In consideration of you agreeing to abide by the terms of this EULA, we grant you a personal, nontransferable, non-exclusive license to use the Software, Website, and the Services in connection with your internet accessible devices such as computer(s) and/or smartphone(s) (“Devices”), subject to these terms, the Documents, the Privacy Policy, the Terms of Use and the Third Party Rules, incorporated into this EULA by reference. We reserve all other rights.

2.2 You may:

- (a) download a copy of the Software onto your Devices and to view, use and display the Software and Services on the Devices for your personal use only;**
- and (b) use the Documents for your personal use only.**

3. License restrictions

Except as expressly set out in this EULA or as permitted by any local law, you agree:

- (a) not to copy the Software or Documents except where such copying is incidental to normal use of the Software, or where it is necessary for the purpose of back-up or operational security;
- (b) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software or Documents;
- (c) not to make alterations to, or modifications of, the whole or any part of the Software or Documents, or permit the Software or Documents or any part of it to be combined with, or become incorporated in, any other programs;

(d) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Software or attempt to do any such thing except to the extent that such actions cannot be prohibited under local law, if applicable, provided that the information obtained by you during such activities:

(i) is not unnecessarily disclosed or communicated without our prior written consent to any Third Party; and

(ii) is not used to create any software that is substantially similar to the Software;

(e) to keep all copies of the Software and Documents secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software or Documents;

(f) not to provide or otherwise make available the Software in whole or in part (including object and source code), in any form to any person without prior written consent from us;

(g) remove any proprietary notices from the Software, Documents or Services (e.g., copyright and trademark notices); and

(h) to comply with all technology control or export laws and regulations that apply to the technology used or supported by the Software, Website, Documents or any of the Services (“Technology”).

4. Acceptable use restrictions

Except for the limited privileges granted herein, or otherwise permitted by applicable law, no part of the Website, Software, Services or Documents may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise, without express prior written consent by Licensor.

You must:

(a) not use the Software, Website, Documents or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this EULA, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the Software, Website, any Service or any operating system;

(b) not infringe our intellectual property rights or those of any Third Party in relation to your use of the Software, Website, Documents or any Service (to the extent that such use is not licensed by this EULA);

(c) not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Software, Website, Documents or any Service;

(d) not use the Software, Website, Documents or any Service in a way that could interfere with other users or damage, disable, overburden, impair or compromise our systems or security or those of any Third Party in relation with the Software, Website, Documents or Service; and

(e) not attempt to decipher any transmissions to or from the servers running the Software, Website or any Service.

5. Intellectual property rights

5.1 You acknowledge that all intellectual property rights in the Software, the Documents and the Technology anywhere in the world belong to Us or our Licensors, that rights in the Technology are licensed (not sold) to you, and that you have no rights in, or to, the Software, the

Documents, the Services or the Technology other than the right to use each of them in accordance with the terms of this EULA.

5.2 You acknowledge that you have no right to have access to the Software and/or Website in source-code form.

5.3 Any data, comments or materials you have sent through the Software, Website, or Services or sent to us via the support contact details asset out in Section 6, including feedback data, such as questions, comments, suggestions, or the like (“Feedback”), shall be deemed to be non-confidential and non-proprietary. We shall have no obligation of any kind with respect to such Feedback and shall be free to reproduce, use, disclose, exhibit, display, transform, create derivative works and distribute the Feedback to others without limitation, except for personal data which might be included in the Feedback and which will only be used to contact you on any questions you might have or to resolve any issues you might experience in using the Software, Website, or Services. Furthermore, we shall be free to use any ideas, concepts, know-how or techniques contained in such Feedback for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products incorporating such Feedback. You are prohibited from posting or transmitting to or from the Software, Website, or Services any Feedback:

- Uploading programs and/or files that contain viruses and/or corrupted files that may damage the operation of the website or any computers;
- Making false statements and/or notifications, including registration of email addresses belonging to other parties;
- that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience;
- for which you have not obtained all necessary licenses and/or approvals; or which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any Third Party, in the United States of America or any other country in the world.

6. Limitation of liability and indemnification

6.1 You acknowledge that the Software, Website, Services and Documents have not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Software, Website, and Services meet your requirements.

6.2 We only supply the Software, Website, Documents and Services for personal use. You agree not to use the Software, Website, Documents and Services for any commercial, business or resale purposes.

6.3 Use of and access to the Software, Website, and Services is permitted on a temporary basis, and we reserve the right to withdraw or amend Software, Website, and the Services without notice. From time to time, we may restrict access to some parts of the Software, Website, or Services, the entire Software, Website, or Services, or to users who have registered with us. We will not be liable if for any reason the Software, Website, or any of the Services is unavailable at any time or for any period.

6.4 THE SOFTWARE, WEBSITE, SERVICES, TECHNOLOGY, AND DOCUMENTS ARE PROVIDED ON AN “AS-AVAILABLE,” “AS-IS” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, OMRON AND ITS SUPPLIERS AND LICENSORS DISCLAIM ALL WARRANTIES WITH RESPECT TO THE SOFTWARE, WEBSITE, SERVICES, TECHNOLOGY, AND DOCUMENTS, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, AND FITNESS FOR A PARTICULAR PURPOSE. OMRON AND ITS SUPPLIERS AND LICENSORS DO NOT WARRANT THAT THE SOFTWARE, WEBSITE, SERVICES, TECHNOLOGY, AND DOCUMENTS WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE AND SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE FOREGOING WILL BE CORRECTED.

6.5 Your wireless carrier, the manufacturer and retailer of your mobile device, the developer of the operating system for your mobile device, the operator of any application store, marketplace, or similar service through which you obtain the Software, Website, Services and Documents, our business partners (including any entities through whom the Software, Website, Services, and Documents are made available on a white or private label basis), and their respective affiliates, suppliers, and licensors (collectively, the “Third Parties”) are not parties to this EULA and they do not own and are not responsible for the Software, Website, Services and Documents.

YOU AGREE (a) THE THIRD PARTIES DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, WITH RESPECT TO THE SOFTWARE, WEBSITE, SERVICES AND DOCUMENTS, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, AND FITNESS FOR A PARTICULAR PURPOSE; (b) IN NO EVENT WILL THE THIRD PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) ARISING OUT OF THIS EULA OR THE SOFTWARE, WEBSITE, SERVICES AND DOCUMENTS, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; (c) IN ANY EVENT, THE MAXIMUM LIABILITY OF ANY THIRD PARTY FOR ALL CLAIMS (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) OF EVERY KIND WILL IN NOT EXCEED FIVE DOLLARS (\$5.00); AND (d) YOU WAIVE ANY AND ALL CLAIMS, NOW KNOWN OR LATER DISCOVERED, THAT YOU MAY HAVE AGAINST THE THIRD PARTIES ARISING OUT OF THE SOFTWARE, SERVICES AND DOCUMENTS AND THIS EULA. THE THIRD PARTIES ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS EULA, CAPABLE OF DIRECTLY ENFORCING ITS TERMS. NOTHING CONTAINED IN THIS EULA WILL BE CONSTRUED AS MODIFYING OR AMENDING ANY EULAS OR OTHER TERMS BETWEEN YOU AND THE THIRD PARTIES WITH REGARD TO THEIR SUBJECT MATTER.

In the event of any claim that the Software, Website, Services, or Documents or your possession and use of the Software, Website, Services and Documents infringes a Third Party’s intellectual property rights, the Third Parties are not responsible for the investigation, defense, settlement, or discharge of the infringement claim.

6.6 TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL OMRON OR ITS SUPPLIERS AND LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE), WHICH INCLUDE, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY, LOST PROFITS, LOST DATA AND BUSINESS INTERRUPTION, ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, WEBSITE, AND SERVICES, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, THE ENTIRE LIABILITY OF OMRON AND ITS SUPPLIERS AND LICENSORS UNDER THIS EULA FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) IS LIMITED TO THE AMOUNT PAID BY YOU, IF ANY, FOR THE SOFTWARE AND SERVICES OR \$100.00, WHICHEVER IS GREATER.

OMRON'S SUPPLIERS AND LICENSORS ARE THIRD PARTY BENEFICIARIES OF THIS EULA, CAPABLE OF DIRECTLY ENFORCING THIS EULA AGAINST YOU AS A THIRD PARTY BENEFICIARY. YOU WAIVE ANY AND ALL CLAIMS, NOW KNOWN OR LATER DISCOVERED, THAT YOU MAY HAVE AGAINST OMRON'S SUPPLIERS AND LICENSORS ARISING OUT OF THE LICENSE OF THE SOFTWARE, WEBSITE, AND SERVICES AND ITS MARKETING, YOUR USE OF THE SOFTWARE, WEBSITE AND SERVICES, AND THIS EULA. YOUR SOLE AND EXCLUSIVE REMEDIES ARE AGAINST OMRON AND SUBJECT TO THE PROVISIONS OF THIS EULA.

Some states do not allow the exclusion of incidental or consequential damages, or the limitation on how long an implied warranty lasts, so some of the above may not apply to you.

6.7 Omron will have no liability for errors, unreliable operation, or other issues resulting from use of the Software, Website, and Services on or in connection with rooted or jail broken devices or use on any mobile device that is not in conformance with the manufacturer's original specifications, including use of modified versions of the operating system (collectively, "**Modified Devices**"). Use of the Software, Website, and Services on and through Modified Devices will be at your sole and exclusive risk and liability.

6.8 Your Indemnity. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD OMRON AND ITS SUPPLIERS AND LICENSORS AND THE THIRD PARTIES HARMLESS FROM ANY LIABILITY, LOSS, DAMAGE, CLAIM AND EXPENSE, INCLUDING REASONABLE ATTORNEY FEES AND EXPENSES, RELATED TO YOUR VIOLATION OF THIS EULA OR YOUR USE OF THE SOFTWARE, WEBSITE, DOCUMENTS OR SERVICES OR FOR ANY CLAIMS MADE AGAINST OMRON BY ANY THIRD PARTY ARISING FROM YOUR USE OF THE WEBSITE. YOU AGREE YOUR INDEMNIFICATION OF OMRON INURES TO THE BENEFIT OF THE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS OF LICENSOR, AND ITS SUCCESSORS IN INTEREST.

7. Termination

7.1 We may terminate this EULA immediately and without incurring any liability by written notice to you:

- (a) if you commit a material or persistent breach of this EULA which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so;**
- (b) if you breach any of the License Restrictions or the Acceptable Use Restrictions; and**
- (c) if we decide in our sole discretion to no longer support the Software, Website, and/or Services.**

7.2 On termination for any reason:

- (a) all rights granted to you under this EULA shall cease;**
- (b) you must immediately cease all activities authorized by this EULA, including your use of any Software and Services; and**
- (c) you must immediately delete or remove the Software from all Devices, and immediately destroy all copies of the Software and Documents then in your possession, custody or control and certify to us that you have done so;**
- (d) and thereafter, you remain bound by the sections that by their nature or intended character can survive expiration or termination of this EULA, such as, but not limited to section 1, 5, 6, 10 and this section.**
- (e) We will delete your user account and any data which you uploaded to the Software.**

8. Communication between us

8.1 If you have any concerns about the Software, Website, the Services or Documents, if you have any questions, comments and requests regarding this EULA or if any condition in this EULA requires you to give us notice in writing, then please contact us: OmronHealthcare.com/contact or through regular mail to Omron Healthcare, Inc., 1925 W. Field Court, Lake Forest, IL 60045. We will confirm receipt of this by contacting you in writing, normally by email.

8.2 If we have to contact you or give you notice in writing, we will do so by email to the address you provided to us when creating your personal user account necessary for the use of the Software, Website, and Services.

9. Events outside our control

9.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this EULA that is caused by any act or event beyond our reasonable control, including failure of public or private telecommunications networks (“Event Outside Our Control”).

9.2 If an Event Outside Our Control takes place that affects the performance of our obligations under this EULA:

- (a) our obligations under this EULA will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and**
- (b) we will use our reasonable endeavors to find a solution by which our obligations under this EULA may be performed despite the Event Outside Our Control.**

10. Other important terms

10.1 We may transfer our rights and obligations under this EULA to another organization, but this will not affect your rights or our obligations under this EULA.

10.2 You may only transfer your rights or obligations under this EULA to another person if we agree in writing.

10.3 If we fail to insist that you perform any of your obligations under this EULA, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

10.4 Each of the conditions of this EULA operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

10.5 The Software may be subject to the import and export laws of various jurisdictions, including the United States. You are solely responsible for ensuring compliance with all foreign and domestic export and import laws and regulations.

10.6 Any software or other programming provided by Omron in connection with this EULA is commercial computer software as described in DFARS 252.227-7014(a)(1) and FAR 2.101. If acquired by or on behalf of the United States Department of Defense or any component thereof, the United States Government acquires this commercial computer software and commercial computer software documentation subject to the terms of this EULA as specified in DFARS 227.7202-3, Rights in Commercial Computer Software or Commercial Computer Software Documentation. If acquired by or on behalf of any civilian agency, the United States Government acquires this commercial computer software and commercial computer software documentation subject to the terms of this EULA as specified in FAR 12.212, Computer Software.

10.7 You agree that regardless of any statute or law to the contrary, any claim or cause of action that you may have arising out of or related to this EULA must be filed within one (1) year after the claim or cause of action arose.

10.8 This EULA constitutes the entire understanding and agreement between Omron and you with respect to the transactions contemplated in this EULA and supersedes all prior or contemporaneous oral or written communications with respect to the subject matter of this EULA, all of which are merged in this EULA.

10.9 This EULA may be accepted in electronic form (e.g., by an electronic or other means of demonstrating assent) and your acceptance will be deemed binding between you and Omron. Neither you nor Omron will contest the validity or enforceability of this EULA, including under any applicable statute of frauds, because it was accepted or signed in electronic form. Electronically maintained records when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.

11. Applicable law and jurisdiction

11.1 Please note that this EULA, its subject matter and its formation, are governed by the laws of the State of Illinois. All controversies and disputes arising from our related to this EULA or the website or Software shall be submitted to and resolved at the state and federal courts for Cook County, Illinois. You and we both agree that the courts of the United States of America will have exclusive jurisdiction.

This agreement has been entered into on the date you click the "**Agree**" button during account registration.