

DATA USE LIABILITY AGREEMENT

IMPORTANT - READ CAREFULLY

- This Myron L[®] Company Data Use Liability Agreement ("DULA") is a legal agreement between the User and the Myron L[®] Company for the Myron L[®] Company product that accompanies this DULA, or that is subsequently provided to the User pursuant to further order, including any associated media, printed materials and electronic documentation (collectively, the "Guardian² application").
- By installing, copying, downloading, accessing or otherwise using the Guardian² application, the User agrees to be bound by the terms of this DULA. If the User does not accept and agree to the terms and conditions of this DULA, Myron L[®] Company is unwilling to allow the use of the Guardian² application contained herein to the User. In that case do not install, access or use the Guardian² application; instead delete the Guardian² application from your computer or network in whatever form(s) it exists.

MEANING OF WORDS USED IN THIS DULA

- Instrument: Any Myron L[®] Company product from which data is transferred and received by the Guardian² application
- Myron L[®] Company: refers to "The Myron L[®] Company".
- EULA - End Users License Agreement.
- Guardian² application: Means the Myron L[®] Company Software application that accompanies this DULA, including any associated media, printed materials and electronic documentation. This also includes any updates, version upgrades, configuration upgrades, add-on components, web services and/or supplements that Myron L[®] Company may provide to User or make available to User after the date the User obtains the initial copy of the Guardian² application, to the extent that such items are not accompanied by a separate DULA or terms of use.
- User: The individual person or company that is deemed to be the end-user of the Guardian² application under the terms of this DULA.

DATA USE PROVISIONS:

- In addition to ALL of the provisions stated in the EULA by agreeing to this DULA, the user acknowledges that the data transferred from the Guardian² application is for record-keeping purposes only and is not intended for use in making critical or key decisions the outcome of which might result in a loss of profits; interruption to business; loss of information; damage to or loss of use of equipment or property; creation of a health hazard, injury, or death of a person or persons or; any other incidental or consequential damages.
- Users of Myron L[®] Company medical device Instruments specifically acknowledge that data transferred to any computer from the Guardian² application is not intended for use in making treatment or diagnostic decisions.
- Users of the Guardian² application further acknowledge that export of data from the Guardian² application in an editable format on any computer shall mean that the saved data may be altered or adulterated and can not be considered secure or inviolate.