



LIMITED MARKET RELEASE AGREEMENT

This Limited Market Release Agreement (“**Agreement**”) is hereby entered into on the date of the last party’s execution hereto (the “**Effective Date**”) by and between **Eitan Medical North America Inc.**, a Delaware corporation with offices at 65 Enterprise 3rd Floor Aliso Viejo, CA 92657, USA including its affiliates (“**Eitan Medical**”), and Williamson County, Texas, a political subdivision of the State of Texas, acting herein by and through its governing body, with an address at 710 Main Street, Georgetown, Texas (the “**Customer**”). Eitan Medical and Customer, each a “**Party**” and collectively the “**Parties**”.

WHEREAS, Eitan Medical Ltd., the parent company of Eitan Medical, is the developer and owner of the Sapphire product line of infusion pumps (the “**Sapphire Pump**”) including the Connect accessory (the “**Connect**”), and the Insights platform (the “**Insight**”), and as more specifically described in **Appendix A** incorporated herein; and

WHEREAS, Eitan Medical has developed a new Software Version Rev 16.10. for the Sapphire Pump, which is released and approved for the market and based on Eitan Medical’s internal procedures, Eitan Medical desires that the Software be evaluated prior to broad marketing efforts (the “**Software**” and together with the Connect, and the Insight, the “**Products**”)); and

WHEREAS, in connection with the release of the Software, the Connect and the Insight and approval for the market, Eitan Medical desires that the Products be evaluated prior to broad marketing efforts; and

WHEREAS, Customer wishes to serve as a Limited Market Release (“**LMR**”) site for the Products; **NOW THEREFORE**, in consideration of the mutual covenants and premises herein contained, the Parties hereto agree as follows:

1. Customer agrees to perform LMR testing for the Products, in accordance with the LMR protocol attached hereto as **Appendix A** (the “**LMR Protocol**”). With respect to the Software, Customer will install it on the Sapphire Pumps pursuant to the protocol in **Appendix A**. For the foregoing purpose Eitan Medical grants to Customer a non-exclusive, non-transferable, non-sublicensable license to use (i) the Software and the Connect on the Pumps owned by Customer; (ii) the Insight in connection with the Pumps, in each case, solely for implementing the LMR Protocol during the period specified in the Protocol (the “**LMR Period**”), and subject to the terms and conditions below (the “**License**”).
2. As part of the LMR Protocol, Customer shall collect and share with Eitan Medical feedback associated with the use and operation of the Products as set forth in the LMR Protocol, including without limitation, ideas and suggestions for enhancements, improvements or new functionality, user experience feedback, problems encountered, and details regarding general satisfaction and remaining unmet needs (collectively the “**Feedback**”). The Feedback shall be collected by means set forth in the LMR Protocol, including through questionnaire and surveys. Customer hereby assigns all rights in the Feedback to Eitan Medical, and Eitan Medical may use the Feedback in any manner and for any purpose. Without limiting the foregoing, Eitan Medical and/or its affiliates shall be entitled to use the Feedback in press releases, customer testimonials, and as a reference in marketing and sales initiatives by Eitan Medical or by its affiliates. At the end of the LMR, the Customer may, upon approval of the Customer’s Commissioners Court, purchase the Connect devices provided to it in accordance with the prices and terms mutually agreed by the parties prior to the end of the LMR. Otherwise all Connect devices provided to it shall be returned to Eitan Medical within 10 days from the completion of the LMR or earlier as requested by Eitan Medical.
3. Customer acknowledges that the Products include valuable trade secrets of Eitan Medical. Customer agrees to treat the Products as confidential and proprietary information of Eitan Medical and will not without the express written authorization of Eitan Medical: (i) demonstrate, copy, sell or market the Products to any third party; (ii) publish or otherwise disclose information relating to the Products and/or the LMR, including without limitation, information relating to the Feedback and the performance or quality of the Products to any third party; or (iii) modify, disassemble, decompile, reverse engineer the Software, the Insight or any part thereof, or create derivative works thereof.
4. The Products are licensed and not sold, and as between the Parties, all right, title and interest, including intellectual property rights, in and to the Software and the Products, and confidential information vested therein, no matter by whom made, shall remain vested solely and exclusively with Eitan Medical. To the extent Customer obtains any rights in the foregoing, Customer hereby grants all such right, title and interest in and to any of the Products or confidential information vested therein, and all intellectual property rights in either of the foregoing, to Eitan Medical. Eitan Medical grants no implied licenses in the Products to Customer by virtue of this Agreement.
5. Customer shall comply with any and all applicable federal, state and local laws, regulations, rules, guidelines, and ordinances in connection with its activities related to this Agreement, including disclosing to all applicable state and health care programs discounts and reductions in price provided by Eitan Medical, and accurately reporting with respect to this Agreement in connection with participation in any transparency reporting program.
6. The terms of the Pumps' user manual, included with the Pumps when purchased and/or provided by or to Customer, apply with respect to all warranties and limitation of liability contained therein, and are hereby incorporated by reference. Customer acknowledges that this Agreement does not modify or change such terms with respect to the Pumps.

7. The term of this Agreement shall commence on the Effective Date and shall continue for ninety (90) business days ("LMR Duration"). Each party shall have the right to terminate this Agreement during the LMR Period: (i) upon thirty (30) days prior written notice if the other Party is in material breach of any obligation under this Agreement, and the breaching Party fails to remedy such breach within the notice period; or (ii) immediately upon material breach of the other party, if such breach is not capable of being cured. The Customer may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Eitan Medical. No penalty will be assessed for the Customer's termination of this Agreement for convenience. Any terms and conditions that by their nature or otherwise reasonably should survive any termination or expiration of this Agreement shall be deemed to survive including, without limitation, Sections 2, 3, 4, 5, 6, 8 - 13.

8. IN NO EVENT WILL Eitan Medical (NOR ANY OF ITS AFFILIATES OR ANY OTHER PARTY ON ITS BEHALF) BE LIABLE UNDER THIS AGREEMENT TO THE CUSTOMER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOSS BUSINESS OPPORTUNITIES, LOSS SALES, DAMAGE TO GOODWILL OR REPUTATION, OR LOSS OF DATA, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. Eitan Medical'S AGGREGATE LIABILITY FOR ANY CLAIMS RELATING TO THIS AGREEMENT WILL BE LIMITED TO AN AMOUNT EQUAL TO CUSTOMER'S COMPENSATION HEREUNDER. Eitan Medical acknowledges and agrees that under the Constitution and the laws of the State of Texas, Customer cannot enter into an agreement whereby Customer agrees to indemnify or hold harmless any other party, including but not limited to Eitan Medical; therefore, all references of any kind to Customer indemnifying, holding or saving harmless any other party, including but not limited to Eitan Medical, for any reason whatsoever are hereby deemed void and deleted.

9. Customer shall not assign or transfer all or any of its rights or benefits or delegate any of its obligations under this Agreement without the prior written consent of Eitan Medical. Eitan Medical may assign this Agreement in whole or in part without the prior written consent of Customer.

10. This Agreement (and its exhibits) constitutes the complete understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, understandings and other communications relating thereto, whether written or oral. This Agreement may only be amended by writing signed by both Parties. The failure of either party to enforce any provision hereof shall not be deemed a waiver of that party's right to enforce that provision at a later date. If any provision of this Agreement is held to be illegal, invalid or unenforceable, then such provision shall be limited or eliminated to the minimum extent necessary, and the remainder of this Agreement shall continue in full force and effect.

11. This Agreement is governed by the laws of the State of Texas, and each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the Williamson County, Texas, to resolve any dispute arising out of or pursuant to this Agreement.


12. Any notice given by one party to the other shall be deemed properly given if specifically acknowledged by the receiving party in writing or when delivered to the recipient by hand, fax, electronic mail or special courier during normal business hours to such address as notified in writing from time to time by either party. Any notice sent in accordance with this Section shall be effective (i) if mailed, four (4) business days after mailing, (ii) if sent via facsimile or electronic mail, upon transmission and electronic confirmation of receipt or if transmitted and received on a non-business day on the first business day following transmission and electronic confirmation of receipt, (iii) if delivered by hand, upon delivery. Each communication and document made or delivered by one party to another pursuant to this Agreement shall be in the English language.

13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

14. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Customer, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Customer does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

15. Eitan Medical agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after the termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Eitan Medical which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Eitan Medical agrees that Customer shall have access during normal working hours to all necessary Eitan Medical facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give Eitan Medical reasonable advance notice of intended audits.

IN WITNESS WHEREOF, this Agreement shall be effective as of the date of the last party's execution below.

Eitan Medical North Americal Inc. Signature: <u>Ben Noonan</u> By: <u>Ben Noonan</u> Title: <u>General Manager - North America</u>	Williamson County, Texas Signature: <u></u> By: Judge Bill Gravell Title: County Judge
--	--

Appendix A

Appendix – A - LMR Protocol

LMR Duration:

LMR will take place for **90** business days commencing on the Effective Date of the Limited Market Release Agreement incorporated herein and ending 90 business days thereafter.

Pumps:

Sapphire Multi-Therapy devices

Sapphire Connect x 4

Number of Products:

Customer will upgrade **4** Sapphire Multi-Therapy devices.

Software Upgrade Process:

Customer will be responsible for performing the Software upgrade process with support by Eitan Medical. The Software and tools required for the upgrade will be provided by Eitan Medical. The Software will be loaded on the Customer's infusion pump fleet. It is understood that the upgrade will be completed in phases as the pumps are in use. During the LMR Period, when a pump is returned to Customer facility, and before it is shipped to a new patient, the Customer agrees to upload the new Software on the device.

Training:

Customer will be provided with the documentation required to perform internal training related to the use of the Software. Eitan Medical will provide a virtual training session with Customer's trainers before training begins to ensure trainers understand the material and changes included in the Software.

Data Collection:

Customer agrees to collect and share with Eitan Medical Feedback associated to the use of the Software, including but not limited to:

Number of therapies, type of therapies, noted improvements, performance evaluation, training clarity, Software upgrade process, and any other issue Eitan Medical or the Customer wish to follow up on.

For the foregoing purposes the Customer shall fill in customary questionnaire and/or survey to be provided by Eitan Medical

Communication Plan

LMR Initiation call

Duration: 1 hour

Purpose: Setting up expectations from the LMR process, agreement on formal LMR start date.

Participants:

Eitan Medical – CEO/ VP Digital Health, Sales Representative

Eitan Medical – Product Manager

Customer – Trainer, LMR Point of contact, Technician

Bi-weekly LMR follow up calls

Duration: 1 hour per week

Purpose: Follow up on LMR Progress, share feedback, address emerging issues, technical support

Participants:

Eitan Medical – CEO/ VP Digital Health

Eitan Medical – Product Manager, Sales Representative

Customer – Trainer, LMR Point of contact, Technician

During the LMR period, Eitan Medical & Customer designate specific personal to support a bi-weekly call where Customer is expected to provide the following:

- Number of pumps upgraded to the new Software
- Training issues
- Any issue associated with the use of the Software
- Number of users downloaded the new Drug Library Editor Software

LMR Summary call

Duration: 1 hour

Purpose: Conclusion of LMR, distribution of Survey.

Participants:

Eitan Medical – CEO , Sales Representative

Eitan Medical – Product Manager

Customer – Trainer, LMR Point of contact, Technician