

GLENOSYS END USER LICENSE AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY AND IN ITS ENTIRETY. BY CLICKING THE “I AGREE” OPTION OR BY INSTALLING, COPYING, ACCESSING OR OTHERWISE USING ALL OR ANY PORTION OF THIS SOFTWARE, YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, WITHOUT LIMITATION OR QUALIFICATION. YOU AGREE THAT THIS AGREEMENT IS LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOURSELF OR ON BEHALF OF YOUR ENTITY. THIS AGREEMENT IS ENFORCEABLE AGAINST YOURSELF OR YOUR ENTITY. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE PRESS THE “CANCEL” OPTION AND DO NOT INSTALL, COPY, ACCESS OR OTHERWISE USE THE SOFTWARE.

This End User License Agreement (“Agreement”) is a legal agreement between you (either an individual or an entity, “you”) and Tornier, Inc., an indirect subsidiary of Wright Medical Group N.V., (hereinafter referred to as “Wright”) for the use of the Wright Gelnosys software provided herewith, which may include associated media (including without limitation CDs and DVDs), printed materials, trade names, and “online” or electronic documentation (collectively, the “Software”). This Agreement is enforceable against you and any legal entity that obtained the Software, and/or on whose behalf it is used. Wright and its suppliers own all intellectual property in the Software. The Software is licensed, not sold. Wright permits you to download, install, use or otherwise benefit from the functionality or intellectual property of the Software only in accordance with the terms of this Agreement. Use of third party materials and services included in or accessed through the Software may be subject to other terms and conditions found in separate license agreements, terms of use or "read me" files located within or near such materials and services.

The Software may include product activation and other technology designed to prevent unauthorized use or copying. This technology may cause your computer to automatically connect to the internet and may prevent uses of the Software that are not permitted.

1. **Software Functionality and Eligibility.** The Software is designed as an informational prototyping and research tool in connection with Wright devices. Accordingly, you are only authorized to install and use the Software if you have been pre-approved by Wright and have received confirmation of your eligibility from Wright. As further described below, the Software is not intended or designed to be used for the planning or consideration of medical procedures. Any other use of the Software is not authorized by Wright and may, at Wright’s sole discretion, result in having your access and use of the Software terminated. You acknowledge that the software is not approved, cleared or intended for use in the clinical setting.

2. **Installation of Software and Login Information.** Once you are pre-approved to use the Software by Wright, you will receive a username and password (“Login Information”). This Login Information will allow you to download and install the Software on your designated machine. The Login Information will also allow you to transmit implant measurement data regarding your patients (further described below) to Wright.

3. **Use of Data.** Data that you transmit to Wright can then be used by Wright for, software prototyping, software development, matching of implants with patient anatomy and analysis/research related to implant outcomes, and related health care operations, such as for

purposes of statistical analysis, future implant design, reference, research, data analysis, and software improvement.

4. **License Grant.** Subject to the terms and conditions of this Agreement, Wright hereby grants you, during the term of this Agreement (as set forth in Section 10 below), a limited, non-exclusive, revocable, personal, non-transferable, non-sublicensable license to install and use the Software on your designated machine and for use by you solely as authorized in this Agreement. This license is restricted to the installation for use solely by you and no one else. Each physician or end user must obtain separate authorization from Wright to install and use the Software.

5. **Restrictions.** Wright reserves all rights in and to the Software not expressly granted to you, and no other licenses or rights are granted by implication, estoppel or otherwise. In addition, and without limiting the foregoing reservation of rights, your use of the Software is subject to the following restrictions: (a) you may not reverse engineer, decompile, disassemble or attempt to derive the source code of the Software, except to the extent the foregoing restriction is expressly prohibited by applicable law; (b) you may not modify, adapt, alter, translate or create derivative works based upon the Software in whole or in part; (c) you may not copy the Software; (d) you may not remove any proprietary notices or labels on the Software; (e) you may not permit other individuals to use the Software; (f) you may not loan, rent, lease, sublicense, distribute, sell or otherwise transfer all or any portion of the Software to third parties; (g) you may not merge the Software with any other software; and (h) you may not, directly or indirectly, (i) encumber or suffer to exist any lien or security interest of any nature on the Software; or take any action that would cause the Software to be placed in the public domain; or (ii) use the Software in any computer environment other than those recommended by Wright, as described in the Software or documentation. You will comply with applicable laws, rules, regulations and orders and Wright's instructions regarding the use of the Software.

6. **Access Controls.**

a. **Password Security.** You agree that you are solely responsible for ensuring that (i) you do not share your Login Information with other individuals; and (ii) you understand the need and take appropriate measures to keep your Login Information secret and confidential. Wright will have the right to assume that any individual accessing or using the Software under a given Login Information is the individual associated with such Login Information in its records and will grant access to your data and other capabilities accordingly. You will be entirely responsible for the acts and omissions of anyone using Login Information associated with your name in Wright's records as though such acts and omissions were the acts and omissions of you, whether or not such acts or omissions or the use of the Login Information were authorized by you. You will notify Wright immediately of any known or suspected unauthorized use of Login Information registered to you or any other known or suspected breach of security with respect to the Software.

b. **Right to Deny Access.** For the protection of Wright, you and your patients, Wright reserves the right at its sole discretion (i) to deactivate any Login Information; (ii) to require you to change Login Information; or (iii) to deny, limit or terminate access to the Software or any portion thereof, at any time, as necessary or advisable to protect the security and integrity of the Software. Whenever Wright is able to do so without compromising the security or integrity of the Software, Wright will use reasonable

efforts to give you notice before taking such action. If Wright determines, in its sole discretion, that it is advisable to take immediate action, without prior notice to you, Wright will notify you as soon as reasonably practicable of its action and, if it can do so without compromising the security of the Software or any investigation, the reason for the action. Wright also reserves the right to inspect and audit your use of the Software.

7. **Data.**

- a. **Patient Data.** In connection with your use of the Software, you may transmit, disclose, submit, or exchange certain health information relating to the measurements and anatomy of your patients (“Patient Data”) to Wright and/or any of its affiliates and third party subcontractors (“Recipients”) for software development, software prototyping, research, and analysis related to implant outcomes, and related health care operations, such as for purposes of statistical analysis, future implant design, reference, research, data analysis, and software improvement. You are solely responsible for the accuracy and contents of the Patient Data transmitted to the Recipients. You will limit the Patient Data transmitted to the Recipients to that which is necessary for the services described in this Agreement, and will not disclose any sensitive data related to sexually transmitted diseases, HIV/AIDS status, alcohol and drug abuse records governed by 42 C.F.R. Part 2, psychotherapy notes as defined by 45 C.F.R. § 164.501, behavioral health information, Social Security Numbers, financial account information, or any other personally identifiable information not necessary for the purposes described in this Agreement..
- b. **Consents and Authorizations.** You warrant that (i) you have the authority and may freely transmit all Patient Data to the Recipients; (ii) you have provided and obtained all necessary, prior, written notices, consents, and authorizations from your patients in order to transfer the Patient Data to the Recipients and for the Recipients to use and disclose the Patient Data as described in this Agreement; (iii) such notices, consents and authorizations, and your transfer of any such data to the Recipients, will comply with all applicable laws, regulations, rules, orders and data processing approvals, including by not limited to the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104–191, as amended and its implementing regulations (“HIPAA”) and the General Data Protection Regulation, Regulation (EU) 2016/679 (“GDPR”); and (iv) you will immediately notify Wright to the extent any consent or authorization is revoked by a patient.
- c. **Data Uses and License Grant.** You hereby authorize and grant the Recipients a license to: (i) receive, use, disclose, access, view, submit, collect, exchange, analyze, process and maintain the Patient Data, and any Limited Data Sets and De-Identified Data Sets, for research, software prototyping and development, and analysis related to implant outcomes, and related health care operations, such as for purposes of statistical analysis, future implant design, reference, research, data analysis, and software improvement, statistical analysis, reference, research, data analysis, and software improvement; (ii) partially de-identify the Patient Data to create Limited Data Sets, as defined in 45 CFR §164.514(e); (iii) de-identify the Patient Data to create De-Identified Data Sets, as defined in 45 CFR §164.514(b); and (iv) aggregate the Patient Data, Limited Data Sets, and De-Identified Data Sets.

d. **Health Records.** You acknowledge and agree that the Software is not an electronic health or medical record. You further acknowledge and agree that the Software should not be used as a primary means of documenting health information or relied upon for storing official health or medical record documentation. You acknowledge and agree that you are solely responsible for maintaining official health or medical records documentation in accordance with all applicable laws and will not rely upon the Patient Data transmitted to, and stored by, the Recipients for meeting your obligations under such laws, if any.

8. **Support.** Wright, or third parties authorized by Wright, will provide you with general support with respect to your use of the Software via e-mail and, during standard business hours in the Central (United States) time zone, via telephone at the telephone number(s) identified to you by Wright or any such third party. You may also obtain general support information via Wright's website.

9. **Fees and Other Charges.** In consideration of the rights granted to you under this Agreement, you will pay Wright any fees and other charges as specified by Wright from time-to-time when you sign up or renew your access to the Software. If applicable, any such fees will be communicated to you by a Wright representative at the time you sign up or renew your access to the Software. If you do not pay any such fees, Wright may deny you permission to access and use the Software and may exercise its rights under Section 10 of this Agreement.

10. **Term and Termination.**

a. **Trial License.** The term of this Agreement will begin on the date you accept this Agreement. If you are permitted to install and use the Software on a trial basis, as communicated to you when signing up for the Software by a Wright representative, then the term of this Agreement, and your access and use of the Software, will continue for a period of three (3) months or such period as communicated to you by a Wright representative. Unless such trial license is extended by Wright, this Agreement, and your access and use of the Software, will automatically terminate without further notice, act or deed by Wright at the end of such period.

b. **Annual License.** The term of this Agreement will begin on the date you accept this Agreement and, unless your license is a trial license as described above, will (subject to Section 10(c) below) continue for successive one (1) year periods, which periods will automatically renew.

c. **Termination.**

(i) Wright may, at its sole discretion, terminate this Agreement at any time (1) for any reason or no reason by not renewing the trial license or annual license periods as provided above, (2) if you are in breach of this Agreement, or (3) you use the Software other than as permitted in this Agreement, including by using the Software in connection with actual clinical procedures involving an implantable device.

(ii) You may terminate this Agreement at any time for any reason or no reason by not renewing the trial license or annual license periods as provided above; provided that you will not be entitled to a refund of any unused portions of any fees paid to Wright.

- (iii) Wright may terminate this Agreement at any time upon written notice to you, if Wright is ceasing generally to provide the Software to end users.
- d. Your Obligations Upon Termination. Upon the expiration or termination of this Agreement for any reason,
 - (i) you will cease all use of the Software; and
 - (ii) you will return or destroy in a secure manner all copies of the Software in your possession or under your control (including all copies of the documentation relating to the Software) and, upon request, will certify to Wright that you have done so.
- e. Survival. Sections 5, 7, 10(d), 10(e) and 11-16 of this Agreement will survive the termination of this Agreement.

11. **Intellectual Property.** You acknowledge and agree that, as between Wright and you, Wright owns all right, title and interest in and to the Software, including all intellectual property rights therein or appurtenant thereto. You further acknowledge and agree that the Software contains the valuable trade secrets of Wright and third parties. You will not acquire any right, title or interest in the Software or any portion or component thereof pursuant to this Agreement, other than the right to access and use the Software as expressly granted in this Agreement, subject to the terms and conditions of this Agreement.

12. **Right to Modify Software.** Wright retains the right, in its sole and absolute discretion, to modify, alter or enhance the operation and functionality of the Software without prior notice to you.

13. **Representations and Warranties; Disclaimer.** Wright represents and warrants that the Software will, for a period of sixty (60) days following delivery of the Software, conform and function, in all material respects, with its documentation. In the event of a breach of the foregoing warranty, Wright's sole and exclusive responsibility, and your sole and exclusive remedy, is for Wright to correct or replace, at no additional charge to you, any functionality of the Software found to be defective. **THE SOFTWARE IS BEING PROVIDED BY WRIGHT FOR THE PURPOSE OF SOFTWARE PROTOTYPING AND DEVELOPMENT BY WRIGHT INCLUDING OBTAINING USER INTERFACE FEEDBACK AND ERGONOMIC FEEDBACK. THE SOFTWARE IS NOT APPROVED OR CLEARED FOR USE IN THE CLINICAL SETTING AND MAY NOT BE USED FOR IMPLANTATION PURPOSES. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SOFTWARE AND ANY RELATED PRODUCTS AND SERVICES PROVIDED TO YOU HEREUNDER ARE PROVIDED TO YOU WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WRIGHT, ITS AFFILIATES, ITS LICENSORS AND ITS SERVICE PROVIDERS MAKE NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR ARISING BY COURSE OF DEALING, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR TITLE, IN CONNECTION WITH THE SOFTWARE OR ANY RELATED PRODUCTS AND SERVICES PROVIDED TO YOU HEREUNDER, OR ANY REPRESENTATIONS OR WARRANTIES THAT (i) THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, (ii) ANY MEASUREMENTS**

OR INFORMATION GENERATED BY THE SOFTWARE WILL BE ACCURATE, AND (iii) THAT THE SOFTWARE IS A REPLACEMENT FOR YOUR MEDICAL JUDGMENT. YOU ACKNOWLEDGE AND AGREE THAT WRIGHT AND THE SOFTWARE DO NOT PROVIDE MEDICAL ADVICE OR RECOMMENDATIONS AND, AS BETWEEN THE PARTIES, YOU ARE SOLELY RESPONSIBLE FOR ALL MEDICAL TREATMENT OR OTHER SERVICES PROVIDED TO YOUR PATIENTS. WRIGHT FURTHER DISCLAIMS ALL WARRANTIES AND LIABILITY WITH RESPECT TO ANY AND ALL USE OF THE SOFTWARE IN CONNECTION WITH ANY IMPLANTABLE DEVICE OR TOOL THAT IS NOT SPECIFIED IN THE SOFTWARE AND SUPPLIED BY WRIGHT.

14. **Limitations on Liability.**

- a. IN NO EVENT WILL WRIGHT, ITS AFFILIATES, LICENSORS, OR SERVICE PROVIDERS, OR ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU (NOR TO ANY THIRD PARTY CLAIMING THROUGH YOU) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING LOSS OF PROFITS, REVENUES, SAVINGS, OR GOODWILL OR LOSS, CORRUPTION OR THEFT OF DATA) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING IN CONNECTION WITH (i) THE SOFTWARE OR ANY RELATED PRODUCTS OR SERVICES PROVIDED TO YOU HEREUNDER, (ii) YOUR USE OF OR INABILITY TO USE THE SOFTWARE OR ANY RELATED PRODUCTS OR SERVICES PROVIDED TO YOU HEREUNDER, OR (iii) YOUR DATA.
- b. IN NO EVENT WILL WRIGHT, ITS LICENSORS', ITS SERVICE PROVIDERS', OR ITS OR THEIR DIRECTORS', OFFICERS', EMPLOYEES', OR AGENTS' COMBINED AGGREGATE LIABILITY HEREUNDER TO YOU OR ANY THIRD PARTY CLAIMING THROUGH YOU FOR ANY CAUSE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING IN CONNECTION WITH (i) THE SOFTWARE OR ANY RELATED PRODUCTS OR SERVICES PROVIDED TO YOU HEREUNDER, (ii) YOUR USE OF OR INABILITY TO USE THE SOFTWARE OR ANY OTHER PRODUCTS OR SERVICES PROVIDED HEREUNDER, OR (iii) YOUR DATA, EXCEED THE GREATER OF (1) FEES ACTUALLY PAID TO WRIGHT, AND (2) ONE THOUSAND DOLLARS (\$1,000.00).
- c. THE FOREGOING LIMITATIONS OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, NEGLIGENCE OR OTHER TORT, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF AN AUTHORIZED REPRESENTATIVE OF THE PARTY RELYING ON THIS LIMITATION OF LIABILITY OR ITS LICENSORS OR SERVICE PROVIDERS HAD BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND WITHOUT REGARD TO THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

15. **Indemnification.** You will indemnify Wright and hold Wright harmless from any and all claims (including reasonable attorneys' fees and costs) resulting from your acts, omissions, or

representations in any way related to your access to and use of the Software or your breach of this Agreement.

16. **General Terms.**

- a. **Independent Relationship Of The Parties; No Authority to Bind Other Party.** The parties are and intend to be independent contractors. In executing and implementing this Agreement and performing their respective obligations hereunder, the parties intend and agree that nothing in this Agreement is intended to or will create a partnership, joint venture, agency or any other legal entity or employment relationship between them or otherwise constitute either party as the legal representative of the other. Neither party has the authority to bind or commit the other party to any contract or obligation whatsoever, and neither party will represent or hold itself out as having any right or authority to do so.
- b. **Third-Party Service Providers.** Wright reserves the right to subcontract its obligations under this Agreement to selected third-party service providers. The subcontracted services may include maintenance and support services. Wright will remain responsible, however, for the proper performance of all of its obligations under this Agreement, whether Wright performs those obligations directly or through a third-party service provider. You hereby grant to Wright your express consent to subcontract any obligations of Wright under this Agreement, including, without limitation, any data processing obligations in accordance with the intended use of the data as set forth in this Agreement.
- c. **Assignment.** You may not assign this Agreement (in whole or in part) at any time without the prior written consent of Wright and any assignment without such consent will be void and of no force or effect.
- d. **Successors and Assigns.** The terms, conditions and obligations of this Agreement will inure to the benefit of and be binding upon the parties hereto and their permitted successors and assigns.
- e. **Governing Law; Personal Jurisdiction.** This Agreement will be governed under the laws of Minnesota, without regard to its conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. All actions or proceedings arising out of or relating to this Agreement will be venued exclusively in state or federal court in Minnesota, and the parties hereby irrevocably consent and submit themselves to the personal and exclusive jurisdiction of said courts for all such purposes.
- f. **No Waiver.** The failure of either party at any time to require performance of any provision of this Agreement or to exercise any right provided for herein will not be deemed a waiver of such provision or such right. All waivers must be in writing. Unless the written waiver contains an express statement to the contrary, no waiver by a party of any breach of any provision of this Agreement or of any right provided for herein will be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under this Agreement.

- g. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement will remain in full force and effect.
- h. Rules of Interpretation. As used in this Agreement, the word “or” is not exclusive and the words “including” or “include” are not limiting.
- i. Entire Agreement. This Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings between such parties.

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