Effective Date: 13 February 2023

Zimmer Biomet ZBEdge Products and Services Terms and Conditions

The purpose of these Terms and Conditions is to set out the relationship and responsibilities between you and Zimmer Biomet with respect to the provision and use of ZBEdge products and services, including portals, websites, or systems you may access and use in connection with the mymobility® application, the ROSA® robotic system, the Omni™ Suite intelligent operating room, OptiVu™ mixed reality devices and applications, the OrthoIntel orthopedic intelligence platform, the ZBEdge Case Portal, the Drive Case Management System, the PSI Web Planner or otherwise ("Products and Services") and through which you provide Zimmer Biomet with information in connection with the Zimmer Biomet Product or Service that you have requested. If you have signed a separate agreement related to any Product or Service, the terms of that agreement shall apply to your access of that Product or Service unless or until such agreement terminates or expires. To the extent Zimmer Biomet may use or engage a third party to provide any Products or Services that you use or access and the third party has posted its own terms and conditions (or terms of use), those terms and conditions shall apply to you and you agree to comply with those additional terms and conditions. If there is a conflict with these Terms and Conditions and the terms and conditions of a third party, these Terms and Conditions shall govern with respect to that conflict. Otherwise, these Terms and Conditions and the third-party terms and conditions shall both govern.

Your use of the Products and Services to which these Terms and Conditions apply is also subject to the general Zimmer Biomet Privacy Notice (https://www.zimmerbiomet.com/en/corporate/privacy-notice.html).

Unless otherwise specified in product labeling, the Zimmer Biomet Products and Services are owned and operated by Zimmer US, Inc. at 345 East Main Street, Warsaw, Indiana 46580, United States (together with affiliates, "**Zimmer Biomet**"). All content, information and software provided on and through the Products and Services are owned by Zimmer Biomet. The Products and Services may be used by you, on behalf of yourself and/or your employer (collectively, "**you**" or "**your**") solely under the following terms and conditions (these "**Terms and Conditions**"):

By using the Products and Services or by clicking "agree," you acknowledge that you have read and understand this agreement and accept and agree to be bound by these Terms and Conditions, as updated from time to time, which govern your use of the Products and Services. We will notify you of any such updates by posting a new version of these Terms and Conditions and revising the Effective Date shown at the top of this agreement. Your use of the Products and Services after we post any changes to these Terms and Conditions constitutes your agreement to those updates. All updates are effective immediately when we post them or make them available to you, and such updates shall apply to all access to and use of the Products and Services thereafter. Such updates will not apply retroactively. You agree to review the applicable Terms and Conditions periodically to ensure that you are familiar with the most recent version**. IF YOU DO NOT AGREE TO THE APPLICABLE TERMS AND CONDITIONS, PLEASE DO NOT USE THE PRODUCTS AND SERVICES.**

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TERMS AND CONDITIONS

1. **Zimmer Biomet Employees**. The use of the Products and Services by any employee of Zimmer Biomet shall be governed by applicable Zimmer Biomet policies and procedures. In the event of any conflict between these Terms and Conditions and any Zimmer Biomet policy or procedure, the policy or procedure shall control.

2. **Products and Services License**. As a user of the Products and Services, you are granted a nonexclusive, non-transferable, revocable, limited license to access and use the Products and Services and their content in accordance with these Terms and Conditions. Zimmer Biomet may terminate this license at any time for any reason. You acknowledge Zimmer Biomet's ownership as well as all proprietary rights to the Products and Services and the related documentation. You, as the licensee, are solely responsible for the proper use hereof.

3. **Limitations on Use**. The content that is part of the Products and Services is for use in connection with Zimmer Biomet's Products and Services only and not for any other purpose. You may not decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense, or create derivative works from the Products and Services or the content therein. You may not use any network monitoring or discovery software to determine the architecture of the Products and Services, or extract information about usage or users. You may not use any robot, spider, or other automatic or manual device or process to monitor or copy the Products and Services or the content therein without Zimmer Biomet's prior written permission. You may not print, download, copy, modify, reproduce, republish, distribute, display, or transmit for commercial, non-profit or public purposes any portion of the Products and Services except to the extent explicitly stated within the content of the Products and Services. You may not use or otherwise export or re-export the Products and Services or any portion thereof, the content therein or any software available on or through the Products and Services in violation of the export control laws and regulations of the United States of America. Any unauthorized use of the Products and Services or the content therein is prohibited and can result in enforcement actions and other legal consequences against you.

4. **Not Professional Advice**. The Products and Services and their contents do not constitute medical, legal, or any other type of professional advice. Your use of the Products and Services, their contents, or materials linked from the Products and Services is solely at your own risk.

5. **Your Use of the Products and Services and User Content**. In consideration of your fully-paid for rights to use the Products and Services, with respect to your use of the Products and Services and/or your provision of content, including x-rays, MRI images, patient information, other files, and/or any other content, that relate to an identified or identifiable individual , ("**User Content**"):

    a. You agree that:

        i. You will comply with all applicable laws, including privacy and data protection laws, intellectual property laws and regulatory requirements.

        ii. When you provide User Content, you represent and agree that such disclosure complies with all applicable laws, rules, and regulations, as well as to any business

associate or data protection agreement to which you are subject, and that Zimmer Biomet may use, disclose and process User Content as part of providing the requested Zimmer Biomet Products and Services in compliance with applicable laws, rules and regulations.

iii. You will comply with patient notification obligations and obtain patient consent, if and as may be required in your local country or jurisdiction, to transfer relevant medical information to Zimmer Biomet and to enable Zimmer Biomet to process such information, including Personal Data, as defined and described in the Zimmer Biomet Privacy Notice. You will limit the patient Personal Data that you provide to Zimmer Biomet to that which is relevant and proportionate for purposes of your use of the Products and Services and Zimmer Biomet's provision of the requested Zimmer Biomet Product and Services. You will remove, including by irreversibly redacting, pseudonymizing, or anonymizing, unnecessary Personal Data elements before the relevant Personal Data is provided to Zimmer Biomet.

iv. Zimmer Biomet may use, store, and retain, in accordance with these Terms and Conditions and such other agreements necessary for your use of the Products and Services and User Content provided to it.

v. You will use the Products and Services to send User Content to us and follow the instructions on the Products and Services for doing so. You will include patient sensitive information or any information that can identify a patient only in fields clearly designated for such use, and you will not include that information in any other fields.

vi. You will not use unsecure forms of transmission to send User Content to Zimmer Biomet.

vii. You will take steps to ensure that the User Content and other data that you send to Zimmer Biomet is accurate and complete. As may be warranted, you will update the information promptly in the event that you and your Subordinate Users (as defined below) learn that it is inaccurate or outdated.

viii. You will retain your Products and Services log-on credentials in a secure location and ensure that any Subordinate Users of the Products and Services from your team do the same. You will never share log-on credentials, leave them in an unsecure location, or allow anyone to access the Products and Services using your credentials.

ix. You will contact the Zimmer Biomet Service Desk immediately at personalizedsolutions@zimmerbiomet.com in the event that you or any user affiliated with your account no longer requires access to the Products and Services.

x. You will ensure that any Subordinate Users (as defined below) or other third parties or non-workforce personnel who assist you in sending User Content to

Zimmer Biomet are aware of these Terms and Conditions.

xi. You will contact Zimmer Biomet at personalizedsolutions@zimmerbiomet.com should you require access to any User Content that you/your office has submitted to us.

xii. You will ensure that all printed materials printed from the Products and Services or otherwise containing User Content are secured or disposed of after use in accordance with applicable law.

b. You further agree that you will **not**:

i. Post inappropriate, objectionable, or obscene content to the Products and Services.

ii. Request a user account for anyone other than a natural person.

iii. License, sublicense, publish, broadcast, transmit, distribute, sell, rebrand, or otherwise transfer information found in the Products and Services except as otherwise permitted.

iv. Use bots or other automated methods to add or download contacts, send or redirect messages or any for other activities.

v. Engage in any action that directly or indirectly interferes with the proper working of or places an unreasonable load onto the Products and Services, including but not limited to unsolicited communications to others, attempts to gain unauthorized access, or transmission or activation of computer viruses.

vi. Attempt to gain access in any way to parts of the Products and Services you are not allowed or authorized to access.

6. **Development of Zimmer Biomet Products with User Content.** You are solely responsible to ensure that the User Content necessary for Zimmer Biomet to make or manage any of its Products and Services, is accurate, complete, and fit for the development of Zimmer Biomet Products and Services for a particular patient. This includes, but is not limited to, ensuring that the patient is accurately identified, ensuring that any images provided are properly identified, and that the patient is properly identified. You acknowledge that Zimmer Biomet will rely on the information provided by you to develop or manage its Products and Services. You acknowledge that Zimmer Biomet has no obligation to verify User Content provided by you.

7. **Indemnification for Privacy Law Violations.** You agree that you will indemnify and hold Zimmer Biomet harmless from any breach of any state, federal, or international privacy law, rule, or regulation caused by you or your use of the Products and Services.

8. **System Availability.** While Zimmer Biomet will undertake reasonable efforts to ensure the availability and functionality of the Products and Services, you acknowledge and agree that Zimmer

Biomet Products and Services may not be fully functional or available at certain times. Zimmer Biomet has no liability to you in the event any Products or Services are unavailable.

9. **Intellectual Property Right**s. All content contained on or in the Products and Services, unless otherwise indicated, is protected by law including, but not limited to, United States copyright, trade secret, and trademark law, as well as other state, national, and international laws and regulations. Zimmer Biomet does not grant any express or implied rights to you under any patent, copyright, trademark, or trade secret information. Accordingly, any unauthorized use of the Products and Services or its content may violate copyright laws, trademark laws, trade secret laws, or laws relating to privacy and publicity. The content from the Products and Services may not be reproduced or transmitted in any form or by any means, electronic or mechanical, including facsimile transmission, photocopying, recording, or use of information storage or retrieval systems, without express written permission from the copyright owner. Requests for permission or further information should be directed to personalizedsolutions@zimmerbiomet.com. By submitting content, ideas or any other type of information to the Products and Services, you grant Zimmer Biomet a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adopt, publish, edit (for length or clarity), translate, create derivative works from, distribute, redistribute, transmit, perform and display such content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed for the full term of any rights that my exist in such content. You will not receive any compensation of any kind for the use of that information. Zimmer Biomet reserves the right to remove any content submitted to the Products and Services at any time for any reason.

10. **Confidential Information.** You may have access to certain confidential or proprietary information belonging to Zimmer Biomet ("**Zimmer Biomet Information**"), such as non-public information about Zimmer Biomet's business and access to its databases or business operations data, and Zimmer Biomet wishes to protect the Zimmer Biomet Information. You agree that the Zimmer Biomet Information is confidential and proprietary and in accessing that information you acquire no right, title or interest in the Zimmer Biomet Information. You agree that you shall not disclose Zimmer Biomet Information to any person without prior written consent of Zimmer Biomet.

11. **Registration.** The Products and Services are only available for use by registered users. Users must be Zimmer Biomet employees contractors, agents, or service providers who have been given access to the Products and Services, individuals whose services relate to the care of patients obtaining a Zimmer Biomet Product or Service, or healthcare professionals who are interested in using Zimmer Biomet's Products or Services for their patients. To the extent warranted, if you are a healthcare professional, you may also request that members of your medical teams ("**Subordinate Users**") obtain access to the Products and Services. Each Subordinate User will be assigned his/her individual log-on credentials. You agree to supply Zimmer Biomet with accurate and complete registration information in connection with your registration and that of any Subordinate Users. You (and any Subordinate Users) are responsible for maintaining the confidentiality of your respective account login credentials and passwords, as well as all uses of your accounts under those log-on credentials. You understand that you will be held responsible for the use of such ID and password, with your ID and password being used in place of your physical signature constituting your agreement. If you feel or suspect your password has been compromised or if you

no longer intend to use your ID, notify Zimmer Biomet immediately. Zimmer Biomet reserves the right to refuse and to revoke registrations.

12. **Third-Party Content.** Third-party content may appear on or be accessible from the Products and Services. Zimmer Biomet is not responsible for and assumes no liability for any third-party content. Additionally, the Products and Services may provide links or references to other web sites not affiliated with Zimmer Biomet; however, Zimmer Biomet is not responsible for the content of such other sites and shall not be liable for any damages or injury arising from users' access to such sites. Links to other sites are provided only as a convenience to users of our Products and Services. Zimmer Biomet has used reasonable efforts to verify that the URLs referring to external web sites are correct as of the last revision of the Zimmer Biomet Products and Services.

13. **Users of Apple Applications.** If you download and/or use a ZBEdge iPhone or iPad application in connection with the Products and Services (each an **"Application"**): You, the end-user of the Application, acknowledge that these Terms and Conditions are entered into by and between Zimmer Biomet and You and not with Apple, Inc. (Apple), and Apple is not responsible for the Application and/or its content, including Zimmer Biomet content or third party content. Notwithstanding the foregoing, you acknowledge and agree that Apple and its subsidiaries are third party beneficiaries of these Terms and Conditions and Apple has the right (and is deemed to have accepted the right) to enforce these Terms and Conditions against you as a third party beneficiary thereof. You acknowledge that Apple has no obligation whatsoever to maintain or support the Application, or to provide any maintenance or support services related thereto. You acknowledge that you have reviewed and agree to the App Store Terms and Conditions (located online at http://www.apple.com/legal/itunes/us/terms.html#APPS), including the Usage Rules set forth therein. These terms and conditions incorporate by reference the Licensed Application End User License Agreement (the LAEULA) published by Apple (located online at http://www.apple.com/legal/itunes/appstore/dev/stdeula/). For purposes of these Terms and Conditions, the Application is considered the Licensed Application as defined in the LAEULA and Zimmer Biomet is considered the Application Provider as defined in the LAEULA. If any terms of these Terms and Conditions conflict with the terms of the LAEULA, the terms of these Terms and Conditions shall control. You further acknowledge and agree that in no event will Apple be responsible for any claims by you or any third party relating to the Application (including a third party claim that the Application (including your possession and use thereof) infringes that third party's intellectual property rights) or your use or possession of the Application, including: (i) product liability claims; (ii) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy or similar legislation. You acknowledge and agree that, to the maximum extent permitted by applicable law, Apple will have no warranty obligation whatsoever with respect to the Application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any applicable warranty (if any) will be Zimmer Biomet's sole responsibility.

14. **DISCLAIMER.** THE PRODUCTS AND SERVICES AND THE CONTENT IS PROVIDED ON AN "AS-IS" BASIS. ZIMMER BIOMET EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ZIMMER BIOMET DISCLAIMS

ALL RESPONSIBILITY FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING FROM, ARISING OUT OF OR ANY WAY RELATED TO: (A) ANY ERRORS IN OR OMISSIONS FROM THEPRODUCTS AND SERVICES AND THE CONTENT OR YOUR ENTRY OF INACCURATE OR INCORRECT PATIENT OR OTHER CONTENT, INCLUDING BUT NOT LIMITED TO TECHNICAL INACCURACIES AND TYPOGRAPHICAL ERRORS; (B) ANY THIRD-PARTY PRODUCTS AND SERVICES OR CONTENT THEREIN DIRECTLY OR INDIRECTLY ACCESSED THROUGH LINKS IN THE PRODUCTS AND SERVICES, INCLUDING BUT NOT LIMITED TO ANY ERRORS IN OR OMISSIONS THEREFROM; OR (C) THE UNAVAILABILITY OF THE PRODUCTS AND SERVICES OR ANY PORTION THEREOF. FURTHERMORE, TO THE EXTENT ALLOWED BY APPLICABLE LAW, IN NO CASE SHALL ZIMMER BIOMET BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR SIMILAR DAMAGES.

15. **Unlawful Activity**. Your access to and usage of the Products and Services Products and Services is only permitted in compliance with any and all applicable laws and regulations. You may not use the Products and Services for any unlawful purpose or activity. Zimmer Biomet reserves the right to investigate complaints or reported violations of these Terms and Conditions to take any action we deem appropriate.

16. **Remedies for Violations**. Zimmer Biomet reserves the right to seek all remedies available at law and in equity for violations of these Terms and Conditions, including but not limited to the right to block access from a particular Internet address to the Zimmer Biomet Products and Services and their features.

17. **No Third-Party Beneficiaries.** These Terms and Conditions are solely for the benefit of Zimmer Biomet and you. Except as set forth in Section 13, above, nothing in these Terms and Conditions, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of your acceptance of these Terms and Conditions.

18. **Governing Law and Jurisdiction**. To the maximum extent allowed by law, these Terms and Conditions have been made in and shall be construed and enforced in accordance with the laws and requirements of the State of Indiana. Any action to enforce this agreement shall be brought in the appropriate courts in Allen County, Indiana.

19. **Severability of Provisions**. These Terms and Conditions incorporate by reference any notices contained on the Products and Services and the Zimmer Biomet Privacy Notice If any provision of these Terms and Conditions is unlawful, void or unenforceable, or conflicts with any other provision of these Terms and Conditions then the unlawful, void, unenforceable or conflicting provision shall be deemed severable from the remaining provisions and shall not affect their validity and enforceability.

20. **Modifications to Terms and Conditions**. Zimmer Biomet reserves the right to change, modify, update or supplement these Terms and Conditions at any time. We will notify you of any such updates by posting a new version of the Terms and Conditions (and revising the Effective Date shown at the top of the Terms and Conditions). Updated versions of these Terms and Conditions

will appear on the Products and Services and are effective immediately when we post them or make them available to you, and such changes shall apply to all access to and use of the Products and Services thereafter. Such updates will not apply retroactively You are responsible for regularly reviewing these Terms and Conditions to ensure that you are familiar with the most recent version. Continued use of the Products and Services after any such changes constitutes your acceptance of such changes to the extent allowed by applicable law.

21. **General Privacy Notice.** The Products and Services are generally subject to the Zimmer Biomet Privacy Notice, as available at https://www.zimmerbiomet.com/en/corporate/privacy-notice.html. Zimmer Biomet reserves the right to amend the Privacy Notice at any time in its sole discretion without specific notice to you, with such revisions posted on the website. Where allowed by law, continued use of the Products and Services after any such changes constitutes your acceptance of such changes.

22. **Release of Liability.** TO THE MAXIMUM EXTENT ALLOWED BY LAW, YOU HEREBY FOREVER WAIVE, RELEASE, AND DISCHARGE ZIMMER BIOMET FROM ANY AND ALL LIABILITY RELATED TO ZIMMER BIOMET'S USE OF USER CONTENT PROVIDED VIA THE PRODUCTS AND SERVICES, INCLUDING ANY NEGLIGENT BREACH BY ZIMMER BIOMET OF THE THESE TERMS AND CONDITIONS, INCLUDING ANY EXHIBITS THERETO.