© 2023 Stryker Corporation. All rights reserved.

# **Stryker Surgicount+ - iOS Software**

#### **Notices and Terms and Conditions**

Subject to the exceptions expressly set forth in this notice, the software contained in this product is subject to the following Stryker Software Terms and Conditions.

# **Stryker Software Terms and Conditions**

These Stryker Software Terms and Conditions govern the terms and conditions under which you are permitted to use the software, data and documentation (collectively, the "Software") that is owned or controlled by Stryker Corporation or its affiliates ("Stryker") and stored in the above referenced product (the "Product"). "You" refers to the original end user of the Product and, provided a copy of these terms and conditions are transferred along with possession and control of the Product, subsequent end users of the Product.

You have the non-exclusive right to use the Software to operate the Product for your own use in accordance with any applicable Stryker product license and literature accompanying the Product. You may not use the Software in any device, or separate from, the Product. You may not copy, alter, modify, translate, create derivative works of, distribute, license, sub-license, all or any portion of the Software, in either original or modified form. Ownership of the Software, including ownership of the installed copy of the Software, and trade secrets, trademarks, service marks, patents, and copyrights associated with the Software, remains solely with Stryker.

You may not reverse engineer, disassemble or attempt to derive the source code from any portion of the Software, nor circumvent any technological measure that effectively controls access to the Software, encrypted data or password protected data. To the extent activities described in the foregoing sentence may be permitted by law in spite of such prohibitions, this sentence shall not apply to such activities, and you must provide Stryker with advance notice detailing the scope of your intended reverse engineering activities.

EXCEPT FOR ANY WARRANTIES THAT MAY BE EXPRESSLY PROVIDED IN THE STRYKER PRODUCT LICENSE AND/OR LITERATURE ACCOMPANYING THE PRODUCT, THE SOFTWARE AND PRODUCT IS PROVIDED "AS IS," AND STRYKER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. TO THE GREATEST EXTENT PERMITTED BY LAW, STRYKER SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION OR LOSS OF INFORMATION OR DATA, RELATING TO THE PRODUCT AND/OR SOFTWARE OR OPERATION OF THE PRODUCT AND/OR SOFTWARE, EVEN IF STRYKER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

STRYKER'S LIABILITY FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO, AND IN NO EVENT SHALL EXCEED, THE AMOUNT OF THE PURCHASE PRICE OF THE PRODUCT.

BECAUSE SOME STATES MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF THE FOREGOING WARRANTIES OR LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN THE EVENT APPLICABLE STATE OR FEDERAL LAW DOES NOT ALLOW THE COMPLETE EXCLUSION OR LIMITATION OF LIABILITY OF CLAIMS AND DAMAGES AS SET FORTH IN THESE TERMS AND CONDITIONS, STRYKER'S LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

Your rights are non-transferable except that you may transfer all of your rights to use the Software to another person or legal entity (the "transferee") provided that you also transfer custody and control of the Product to the transferee, and provide the transferee with a copy of these terms and conditions along with the Product; any other purported transfer of rights in the Software are void ab initio. Without limiting the foregoing, regardless of whether a subsequent transferee is made aware of these terms and conditions, you may not transfer, and thus subsequent users of the Product cannot receive, any greater rights or lesser obligations than those set forth in these terms and conditions.

These terms and conditions set forth all of your rights in the Software and supersede all prior written materials or oral discussions; provided, however, in the event of a conflict between a written agreement between Stryker and you relating to the Product and these terms and conditions, the written agreement shall prevail to the extent of the conflict. These terms and conditions are governed by the laws of the State of Michigan, without regard to such state's or another jurisdiction's choice or conflicts of law rules. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to these terms and conditions. If any of these terms and conditions are deemed illegal or unenforceable, the terms and conditions of the relevant provision shall remain to the full extent permissible by law and the offending portions thereof shall be deemed replaced, to the extent possible, with a provision most closely reflecting the purpose of the offending provision. Stryker may assign its rights and obligations under this Agreement to a third party at its sole discretion. These terms and conditions cannot be modified or rescinded except by a writing signed by an authorized representative of Stryker. No provision of these terms and conditions shall be deemed modified by any action or omission or failure to object to any action that may be inconsistent with these terms and conditions.

Stryker Corporation 2825 Airview Boulevard Kalamazoo, MI 49002

\_\_\_\_\_\_

NOTICE REGARDING USE OF THIRD-PARTY SOFTWARE

The Software contains or was developed using the below listed third party software which is available under the identified licenses. To the extent the terms and conditions of an applicable third party license conflicts with the Stryker Software Terms and Conditions, the terms and conditions of the applicable third party license shall control, but solely with respect to the software to which it pertains, as provided in the below documentation.

ALL THIRD-PARTY SOFTWARE PROVIDED BY STRYKER PURSUANT TO THIS NOTICE IS PROVIDED "AS IS," AND STRYKER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. TO THE GREATEST EXTENT PERMITTED BY LAW, STRYKER SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION OR LOSS OF INFORMATION, RELATING TO SUCH SOFTWARE, EVEN IF STRYKER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

The below open source software components are included in or was used to develop the Product. The open source component or package name, version number where applicable, and applicable license associated with each open source product or component is listed in **Appendix A**. The text of the specific license identified as being associated with each open source product or component is provided in this documentation in **Appendix B**.

Appendix A
Open Source Software Components & Associated Licenses

Product or Package Name and	Version	License
Version		
apple/swift-collections	1.0.4	Apache License 2.0
IOSSecuritySuite	1.9.7	BSD 2-clause
		"Simplified" License
Open Computer Vision Library	2.4.11	BSD 3-clause "New"
(OpenCV)		or "Revised" License
attaswift/BigInt		MIT License
CAPKit-OpenCV24x	2.4.10	MIT License
Swinject	2.8.3	MIT License
SwinjectStoryboard	2.2.2	MIT License

#### Appendix B

## **Third Party Licenses**

This Appendix includes the text of the above referenced licenses.

# **Apache License Version 2.0**

January 2004

http://www.apache.org/licenses/

TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION

#### 1. Definitions.

"License" shall mean the terms and conditions for use, reproduction, and distribution as defined by Sections 1 through 9 of this document.

"Licensor" shall mean the copyright owner or entity authorized by the copyright owner that is granting the License.

"Legal Entity" shall mean the union of the acting entity and all other entities that control, are controlled by, or are under common control with that entity. For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

"You" (or "Your") shall mean an individual or Legal Entity exercising permissions granted by this License.

"Source" form shall mean the preferred form for making modifications, including but not limited to software source code, documentation source, and configuration files.

"Object" form shall mean any form resulting from mechanical transformation or translation of a Source form, including but not limited to compiled object code, generated documentation, and conversions to other media types.

"Work" shall mean the work of authorship, whether in Source or Object form, made available under the License, as indicated by a copyright notice that is included in or attached to the work (an example is provided in the Appendix below).

"Derivative Works" shall mean any work, whether in Source or Object form, that is based on (or derived from) the Work and for which the editorial revisions, annotations, elaborations, or other modifications represent, as a whole, an original work of authorship. For the purposes

of this License, Derivative Works shall not include works that remain separable from, or merely link (or bind by name) to the interfaces of, the Work and Derivative Works thereof.

"Contribution" shall mean any work of authorship, including the original version of the Work and any modifications or additions to that Work or Derivative Works thereof, that is intentionally submitted to Licensor for inclusion in the Work by the copyright owner or by an individual or Legal Entity authorized to submit on behalf of the copyright owner. For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to the Licensor or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, the Licensor for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by the copyright owner as "Not a Contribution."

"Contributor" shall mean Licensor and any individual or Legal Entity on behalf of whom a Contribution has been received by Licensor and subsequently incorporated within the Work.

- 2. Grant of Copyright License. Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare Derivative Works of, publicly display, publicly perform, sublicense, and distribute the Work and such Derivative Works in Source or Object form.
- 3. Grant of Patent License. Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work, where such license applies only to those patent claims licensable by such Contributor that are necessarily infringed by their Contribution(s) alone or by combination of their Contribution(s) with the Work to which such Contribution(s) was submitted. If You institute patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Work or a Contribution incorporated within the Work constitutes direct or contributory patent infringement, then any patent licenses granted to You under this License for that Work shall terminate as of the date such litigation is filed.
- 4. Redistribution. You may reproduce and distribute copies of the Work or Derivative Works thereof in any medium, with or without modifications, and in Source or Object form, provided that You meet the following conditions:
  - a. You must give any other recipients of the Work or Derivative Works a copy of this License; and
  - b. You must cause any modified files to carry prominent notices stating that You changed the files; and

- c. You must retain, in the Source form of any Derivative Works that You distribute, all copyright, patent, trademark, and attribution notices from the Source form of the Work, excluding those notices that do not pertain to any part of the Derivative Works; and
- d. If the Work includes a "NOTICE" text file as part of its distribution, then any Derivative Works that You distribute must include a readable copy of the attribution notices contained within such NOTICE file, excluding those notices that do not pertain to any part of the Derivative Works, in at least one of the following places: within a NOTICE text file distributed as part of the Derivative Works; within the Source form or documentation, if provided along with the Derivative Works; or, within a display generated by the Derivative Works, if and wherever such third-party notices normally appear. The contents of the NOTICE file are for informational purposes only and do not modify the License. You may add Your own attribution notices within Derivative Works that You distribute, alongside or as an addendum to the NOTICE text from the Work, provided that such additional attribution notices cannot be construed as modifying the License.

You may add Your own copyright statement to Your modifications and may provide additional or different license terms and conditions for use, reproduction, or distribution of Your modifications, or for any such Derivative Works as a whole, provided Your use, reproduction, and distribution of the Work otherwise complies with the conditions stated in this License.

- 5. Submission of Contributions. Unless You explicitly state otherwise, any Contribution intentionally submitted for inclusion in the Work by You to the Licensor shall be under the terms and conditions of this License, without any additional terms or conditions. Notwithstanding the above, nothing herein shall supersede or modify the terms of any separate license agreement you may have executed with Licensor regarding such Contributions.
- 6. Trademarks. This License does not grant permission to use the trade names, trademarks, service marks, or product names of the Licensor, except as required for reasonable and customary use in describing the origin of the Work and reproducing the content of the NOTICE file.
- 7. Disclaimer of Warranty. Unless required by applicable law or agreed to in writing, Licensor provides the Work (and each Contributor provides its Contributions) on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE. You are solely responsible for determining the appropriateness of using or redistributing the Work and assume any risks associated with Your exercise of permissions under this License.
- 8. Limitation of Liability. In no event and under no legal theory, whether in tort (including negligence), contract, or otherwise, unless required by applicable law (such as deliberate and grossly negligent acts) or agreed to in writing, shall any Contributor be liable to You for damages, including any direct, indirect, special, incidental, or consequential damages of any

character arising as a result of this License or out of the use or inability to use the Work (including but not limited to damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses), even if such Contributor has been advised of the possibility of such damages.

9. Accepting Warranty or Additional Liability. While redistributing the Work or Derivative Works thereof, You may choose to offer, and charge a fee for, acceptance of support, warranty, indemnity, or other liability obligations and/or rights consistent with this License. However, in accepting such obligations, You may act only on Your own behalf and on Your sole responsibility, not on behalf of any other Contributor, and only if You agree to indemnify, defend, and hold each Contributor harmless for any liability incurred by, or claims asserted against, such Contributor by reason of your accepting any such warranty or additional liability.

**END OF TERMS AND CONDITIONS** 

# **IOSSecuritySuite 1.9.7**

Copyright (c) 2019, SecuRing spółka z ograniczoną odpowiedzialnością spółka jawna (created by Wojciech Reguła (\_r3ggi)) All rights reserved.

## **BSD 2-Clause License**

All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met

\* Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer. \* Redistributions in binary form must reproduce the above copyright notice,

this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT HOLDER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR

TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

---

#### **BSD-3-Clause**

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

- 1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
- 2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
- 3. The names of the authors may not be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE AUTHORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE AUTHORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

#### MIT

#### attaswift/BigInt

Copyright (c) 2016-2017 Károly Lőrentey

#### **Opency 2.4.10**

CAPKit-OpenCV24x

Copyright (C) 2000-2022, Intel Corporation, all rights reserved.

Copyright (C) 2009-2011, Willow Garage Inc., all rights reserved.

Copyright (C) 2009-2016, NVIDIA Corporation, all rights reserved.

Copyright (C) 2010-2013, Advanced Micro Devices, Inc., all rights reserved.

Copyright (C) 2015-2023, OpenCV Foundation, all rights reserved.

Copyright (C) 2008-2016, Itseez Inc., all rights reserved.

Copyright (C) 2019-2023, Xperience AI, all rights reserved.

Copyright (C) 2019-2022, Shenzhen Institute of Artificial Intelligence and Robotics for Society, all rights reserved.

Copyright (C) 2022-2023, Southern University of Science And Technology, all rights reserved.

## Swinject 2.8.3

Copyright (c) 2015 Swinject Contributors

# SwinjectStoryboard 2.2.2

Copyright (c) 2016 Swinject Contributors

MIT License

Third party copyrights are property of their respective owners. Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

# END OF THIRD-PARTY SOFTWARE NOTICES AND ADDITIONAL TERMS AND CONDITIONS

Stryker Corporation 2825 Airview Boulevard Kalamazoo, MI 49002 USA 1-269-323-7700 1-800-253-3210