

Savara Inc. aPAP ClearPath Website Terms of Use

Last updated: December 4, 2023

This aPAP ClearPath website is operated by Savara Inc. (“**Savara**”). Throughout this website (<http://www.apapclearpath.com>) (the “**Site**”), the terms “we”, “us” and “our” refer to Savara. Savara offers this Site and the ability for users to explore our site and to order test kits (the “**Service**”), conditioned upon your acceptance of all terms, conditions, policies and notices stated in these Terms of Use (the “**Terms**”). These Terms govern your use of the Site and Service. The Site and Service are offered to you conditioned on your acceptance, without modification, of the terms, conditions, and notices contained in these Terms. If you do not agree to these Terms, you must not access the Site nor do you have the right to use our Service. The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

By visiting our Site and/or utilizing the Service offered by us, you agree to be bound by the Terms. These Terms apply to all users of the Site, including without limitation users who are browsers, physicians and/or contributors of content.

Personal information that is collected on the Site and through the Service is handled in accordance with our Privacy Policy.

PLEASE CAREFULLY READ THE “DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY”, “INDEMNIFICATION”, AND “DISPUTE RESOLUTION; ARBITRATION; WAIVER OF CLASS ACTION” SECTIONS BELOW REGARDING HOW DISPUTES ARE RESOLVED AND RESTRICTIONS ON YOUR LEGAL RIGHTS IN ANY DISPUTE INVOLVING SAVARA, THESE TERMS, ADDITIONAL TERMS, OR OUR PRIVACY POLICY. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ACCESS OR USE THE SITE OR SERVICE.

YOU MUST BE AT LEAST 16 YEARS OF AGE TO USE OR ACCESS THE SITE AND OUR SERVICE. YOU MAY ONLY ACCESS AND USE THE SITE AND THE SERVICE IN COMPLIANCE WITH ALL APPLICABLE LOCAL, STATE, FEDERAL, AND FOREIGN LAWS, RULES AND REGULATIONS.

1. GENERAL CONDITIONS

You may use the Site and Service, including the content on it solely for the purposes stated on the Site itself, as described in these Terms. We reserve the right to refuse the Service to anyone for any reason at any time.

While as a practice we strive to encrypt data in transmission and at rest, you understand that your content may be transferred unencrypted and involve: (a) transmissions over various networks;

and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

2. SITE CONTENT AND PROPRIETARY RIGHTS

The Site and Service include a broad array of content and functionality. All user interfaces, software, and other information and content, or portion or combination thereof, provided and made available by or for Savara in connection with the Site and Service (“**Site Content**”) is for use only for individual, non-commercial purposes. We retain all of our right, title and interest in and to Site Content. This includes, but is not limited to all copyrights, trademarks, patents, derivative works, moral rights, trade secrets, and proprietary information in all content that appears on the Site (other than the content of our third-party business partners who have permission to appear on the Site), and in all software that we develop in connection with the Site and our Service. Nothing on the Site shall be construed as granting any license or right to use any image, trademark, service mark or logo. Downloading, copying or printing individual pages and/or parts of the Site is allowed for personal, non-commercial use only, and will not transfer title to any software or material on the Site to you. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Site or the Service without express written permission by us.

3. LIMITED LICENSE

Savara grants you a limited, revocable, non-exclusive, non-transferable, and non-sub-licensable right to access and make personal use of the Site and our Service. Explicit attribution to Savara must be made in the event that the material, or any part thereof, is reproduced in any form, written or electronic. Furthermore, any reproduction, re-publication or distribution of this material requires the express consent of Savara.

4. PROHIBITED USES

As a condition of your use of the Site and our Service, you will not use the Site or the Service for any purpose that is unlawful or prohibited by these Terms. You are prohibited from:

- a. impersonating any person or entity or otherwise misrepresent your affiliation with a person or entity in connection with your use of the Site or the Service;
- b. using the Site or Service to violate any applicable local, state, national, international or foreign law including United States and foreign export regulations and restrictions;
- c. using the Site or Service to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- d. reverse engineering, disassembling, decompiling, modifying, or translating any software or other components of the Site or Service;
- e. distributing viruses or other harmful computer code through the Site;

- f. attempting to gain unauthorized access to the Site or Service, other accounts, computer systems or networks connected to the Site, through hacking, password mining or any other means;
- g. removing or modifying any proprietary notice, copyright notice, or trademark legend, author attribution, or other notice placed on or contained within any of the Site, Service, or Site Content or attempting to disable, bypass, modify, defeat, or otherwise circumvent any digital rights management or security system used as part of the Site, Service, or Site Content;
- h. uploading to the Sites or Service the personal information of others that you are not authorized to provide or using the Sites or Service to collect or track the personal information of others;
- i. providing any content, data or information to Savara that contains viruses or malicious code or is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy or right of publicity, hateful, or racially, ethnically or otherwise objectionable;
- j. using the Site, Service or Site Content in a way that suggests you are a representative of Savara;
- k. using the Site, Service or Site Content as a platform for external applications, or to develop applications, services, websites, or any other functionalities that leverage the Site, Service or Site Content;
- l. infringing or misappropriating the intellectual property, proprietary or privacy rights of any third party;
- m. interfering with or disrupting the proper functioning of the Site, Service or Site Content, Savara's or any third party's systems used to host the Site, or other equipment or networks used to provide the Site, Service or Site Content;
- n. communicating the Site Content to the public, provide or make available any links, hypertext (Universal Resource Locator (URL) address) or otherwise grant access (other than a "bookmark" from a web browser) to the Site, or any part thereof;
- o. circumventing the user authentication or security of the Site or any host, network, or account related thereto;
- p. using any application programming interface to access the Site, Service or Site Content;
- q. failing to use commercially reasonable efforts to prevent the unauthorized license, access, sale, transfer, lease, transmission, distribution, or other disclosure of the Site, Service or Site Content;
- r. causing damage to Savara's business, reputation, employees, members, facilities, or to any other person or legal entity; or
- s. otherwise using the Service, Site, or Site Content in any manner that exceeds the scope of use granted above.

Any use which violates these Terms, gives Savara the right (without notice or liability) to revoke the aforementioned license, cancel any order, or to refuse, restrict, terminate or discontinue your access to the Site, Service, or Site Content (or any portions, components, or features thereof). We shall not be liable to you or to any third-party for any modification, suspension or discontinuance of the Site or the Service.

5. ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION ON THE SITE

Although Savara attempts to provide accurate product descriptions and other information, we are not responsible if information made available on the Site is not accurate, complete or current. The material on the Site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on the Site is at your own risk.

The Site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of the Site at any time, but we have no obligation to update any information on the Site. You agree that it is your responsibility to monitor changes to the Site.

6. THIRD-PARTY LINKS

Certain content, products and services available via our Service may include materials from third-parties. Third-party links on this Site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

Additionally, Savara participates in partner advertising programs designed to provide a means for Savara to generate revenue by advertising and linking to those third parties' products or services. When such partner relationships exist and there is an opportunity for Savara to be compensated for referring you to the partner, Savara will disclose that to you.

7. USER COMMENTS, FEEDBACK AND OTHER PERSONAL INFORMATION AND SUBMISSIONS

We may give you the ability through the Site and the Service to provide comments, files, order forms, and other information and materials that you wish to share (collectively, "**Submitted Content**"). Please be assured, to the extent Submitted Content includes any personal information, we will use such personal information in accordance with our Privacy Policy.

By providing Submitted Content, subject to Section 14 (Personal Information) of these Terms and your rights set out in our Privacy Policy, you authorize Savara to copy, modify, display, distribute, perform, or otherwise use the Submitted Content in any manner (collectively, the "Use

Rights”) and to grant such Use Rights to third parties (such as our service providers, advertising partners). For example, we may share your Submitted Consent on Internet-based digital and social media (including, but not limited to, Facebook, Twitter, Instagram, TikTok, and Snapchat), via e-mail to users of the Site, on any website maintained by Savara, print advertising (including in newspapers, magazines, and other periodicals), promotional materials, and press releases. However, Savara will honor any request by you to stop a certain Use Right or to cease using particular Submitted Content (for example, if you’d like us to remove a social media post) as set forth in our Privacy Policy. To make such a request, email info@savarapharma.com.

We may, but have no obligation to, monitor, edit or remove Submitted Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party’s intellectual property or these Terms. You represent and warrant that your Submitted Content will not (i) violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right, (ii) contain libelous or otherwise unlawful, abusive or obscene material, or (iii) contain any computer virus or other malware that could in any way affect the operation of the Service or the site. Moreover, if you provide us with any personal information relating to another individual, whether via Submitted Content or otherwise, then you represent and warrant that you have the authority to do so and to permit us to use the information in accordance with these Terms and our Privacy Policy. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any Submitted Content. You are solely responsible for any Submitted Content you provide and its accuracy. We take no responsibility and assume no liability for any Submitted Content posted by you or any third-party.

8. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of the Site or the Service will be uninterrupted, timely, secure or error-free. We do not warrant that the results that may be obtained from the use of the Service will be accurate or reliable. You agree that from time to time we may remove the Site or Service for indefinite periods of time or cancel the Service at any time, without notice to you. You expressly agree that your use of, or inability to use, the Site or Service is at your sole risk.

We do not guarantee or warrant the security of your information or any information you disclose or transmit to us. We are not responsible for the acts of those who gain unauthorized access, and we make no warranty, express, implied or otherwise, that we will prevent such access, and we are not responsible for any damages or liabilities relating to any such incidents to the fullest extent permitted by law.

THE SITE AND SERVICE AND ALL PRODUCTS AND SERVICES DELIVERED TO YOU THROUGH THE SERVICE ARE (EXCEPT AS EXPRESSLY STATED BY US) PROVIDED ‘AS IS’ AND ‘AS AVAILABLE’ FOR YOUR USE, AND WE HEREBY DISCLAIM ANY REPRESENTATION, WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS

OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE, AND NON-INFRINGEMENT.

IN NO CASE SHALL SAVARA, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, INTERNS, SUPPLIERS, SERVICE PROVIDERS OR LICENSORS BE LIABLE FOR ANY INJURY, LOSS, CLAIM, OR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION LOST PROFITS, LOST REVENUE, LOST SAVINGS, LOSS OF DATA, REPLACEMENT COSTS, OR ANY SIMILAR DAMAGES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING FROM YOUR USE OF ANY OF THE SITE OR SERVICE OR ANY PRODUCTS PROCURED USING THE SITE OR SERVICE, OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE SITE OR SERVICE OR ANY PRODUCT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE SERVICE OR ANY CONTENT (OR PRODUCT) POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE, EVEN IF ADVISED OF THEIR POSSIBILITY. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, OUR LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

IN NO EVENT SHALL SAVARA BE LIABLE, UNDER ANY LEGAL THEORY (CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR OTHER TORT, STRICT LIABILITY, OR OTHERWISE) UNDER THESE TERMS OR OTHERWISE FOR ANY DAMAGES IN EXCESS OF ONE HUNDRED DOLLARS (\$100). SUCH LIMITATION SHALL EXTEND TO ALL LIABILITY OR POTENTIAL LIABILITY, INCLUDING FOR PERSONAL INJURY OR WRONGFUL DEATH.

9. INDEMNIFICATION

You agree to indemnify, defend and hold harmless Savara and its subsidiaries, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, and employees, harmless from and against any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

10. SEVERABILITY

In the event that any provision of these Terms is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms, such determination shall not affect the validity and enforceability of any other remaining provisions.

11. CONTROL OF THE SITE; MODIFICATION OF TERMS; TERMINATION

We reserve the right at any time to modify or discontinue the Site and Service (or any part or content thereof) without notice at any time. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of these Terms for all purposes. These Terms are effective unless and until terminated by either you or us. You may terminate these Terms at any time by notifying us that you no longer wish to use the Service, or when you cease using the Site. If in our sole judgment you fail, or we suspect that you have failed, to comply with any of these Terms, we also may terminate these Terms at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to the Service and the Site (or any part thereof).

Any update to these Terms will not apply to your ongoing use of the Service until or unless you expressly agree to the updated Terms, although such agreement may be a condition of your ongoing use of the Service. In other respects, we reserve the right to change these Terms and Conditions as they relate the Site on a going-forward basis at any time. If such an update to these Terms materially modifies any of your rights or obligations, we will post notice of the update on the Site for a reasonable period of time.

12. ENTIRE AGREEMENT

The failure by us to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. These Terms and any policies or operating rules posted by us on the site or in respect to the Site or Service constitutes the entire agreement and understanding between you and us and governs your use of the Site and Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of these Terms).

13. GOVERNING LAW

These Terms and any separate agreements whereby we provide you the Service shall be governed by and construed in accordance with the laws of the State of Delaware without regards to its conflicts of law provisions. Excluding disputes addressed through arbitration as provided below in the Dispute Resolution; Arbitration; Waiver of Action Section, you agree to submit a claim (whether in tort, contract, statutory, or otherwise), dispute, disagreement, or controversy concerning the existence, breach, interpretation, application, or termination relating to, or arising under these Terms (a “**Claim**”) to the exclusive venue jurisdiction of the state and federal courts in the State of Delaware for the purpose of litigating the Claim, and you hereby consent to the personal jurisdiction and venue thereof and waive any right to transfer a Claim on the basis that the forum is inconvenient.

The Site is controlled and operated from within the United States. We make no representation that the Site is appropriate or available in locations outside the United States. Anyone choosing to access the Site from other locations are responsible for compliance with applicable laws.

International visitors must comply with all local rules regarding online conduct and acceptable content, including laws regulating the export of data from the United States or your country of residence.

14. PERSONAL INFORMATION AND OPT-OUTS

Your submission of personal information to Savara or through the site is governed by our Privacy Policy which you can access via the link located at the bottom of this page.

You agree that we or third parties acting on our behalf may send you emails regarding important information regarding your use of the Site and Service and other electronic communications such as newsletters and promotional materials. While using the Site or Service, if you agree to receiving promotional materials from Savara or from another platform that partners with Savara, then you will be deemed to have acknowledged, agreed, and consented to Savara's use of your personal information and data for that purpose.

You may opt out of receiving the newsletters and other promotional messages at any time by clicking the unsubscribe link on the email, but you may not opt-out of receiving important items regarding the use of the Site, the Services and the like.

15. DISPUTE RESOLUTION; ARBITRATION; WAIVER OF CLASS ACTION

The parties shall use their best efforts Savara to work in good faith to resolve any Claim you have regarding the Site and the Service through its customer service department, which shall be a precondition to you initiating arbitration against Savara. However, we realize there may be cases where we may not be able to resolve an issue to a user's satisfaction. If you are unable to informally resolve any Claim with Savara, such Claim shall be submitted to binding, confidential arbitration. Excluding a Claim by Savara for injunctive or other non-monetary relief, all Claims shall be resolved by final and binding arbitration by a single arbitrator in accordance Savara the Rules of Arbitration of the American Arbitration Association applying Delaware law. The decision of the arbitrator will be final and binding on the parties. Judgment on any award(s) rendered by the arbitrator may be entered in any court having jurisdiction thereof. Nothing in this section shall prevent either party from seeking immediate injunctive relief from any court of competent jurisdiction, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate. The parties agree that all awards in their arbitration, together with all confidential information, all materials in the proceedings created for the purpose of the arbitration and all other documents produced by the other party in the proceedings and not otherwise in the public domain shall be treated and maintained as confidential, except to the extent that disclosure may be legally required of a party or necessary to protect or pursue a legal right or to enforce or challenge an award in legal proceedings before a court or other judicial authority.

The arbitration shall take place in Bucks County, Pennsylvania or, at the option of the party seeking relief, online, by telephone, via written submissions alone or in your state of residence if

requested, and be administered by the American Arbitration Association provided however, that in the event that five (5) or more individuals seek to initiate (or do initiate) arbitration proceedings against Savara in a coordinated or related manner (e.g., coordination among plaintiffs or their counsel in regard to similar claims), then instead of such arbitrations being administered by the American Arbitration Association, Savara may elect to consolidate such arbitrations before an arbitrator mutually agreed-upon by the parties (and terminate any pending administration by the American Arbitration Association), with such arbitrator being a retired federal or state judge and experienced with the subject matter of the arbitration. In such an event, except with respect to administration of the arbitration proceedings, the arbitrator shall follow the Rules of Arbitration of the American Arbitration Association.

If you bring a dispute in a manner other than in accordance with this section, you agree that we may move to have it dismissed, and that you will be responsible for our reasonable attorneys' fees, court costs, and disbursements in doing so. Additionally, in any action or proceeding to enforce rights under these Terms, the prevailing party will be entitled to reasonable attorneys' fees, court costs, and disbursements.

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: YOU AND SAVARA AGREE THAT, EXCEPT FOR CONSOLIDATED ARBITRATION AS PROVIDED ABOVE, (a) EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR SAVARA'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION, AND (b) UNLESS BOTH YOU AND SAVARA AGREE, NO ARBITRATOR OR JUDGE MAY CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS OR OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

Privacy Policy: https://www.apapclearpath.com/pdf/Savara_aPAP_ClearPath_Privacy_Policy.pdf