

11.8 Termination of Predecessor Agreement. The parties agree that as of the Effective Date the Supply Agreement between Centro De Construccion de Cardioestimuladores del Uruguay S.A. and Nevro Corp. dated March 13, 2015 is terminated. CCC warrants that it has the power and authority to terminate such agreement.

12. INTELLECTUAL PROPERTY

12.1 Pre-Existing Property. The term “**Pre-Existing Property**” means all rights of a party to designs, inventions (whether patentable or not), copyrights, trademarks, trade secrets, processes, software, devices and other Intellectual Property Rights and confidential information owned or held by a party immediately prior to the Effective Date. The parties acknowledge and agree that all Pre-Existing Property is the property of the party or its licensors that owned such property immediately before the Effective Date and that, except as expressly set out herein, nothing in this Agreement shall convey or otherwise grant any rights in or to any Pre-Existing Property from one party to the other party.

12.2 Resulting Property. The term “**Resulting Property**” means all designs, data, information, inventions, improvements, discoveries, methods, processes (in each case whether patentable or not), software, and devices and any Intellectual Property Rights in any of the foregoing (including copyrights, trademarks, trade secrets, and patent rights) developed by either party as a result of this Agreement.

12.3 Grant of License. To the extent that any Resulting Property or any materials, goods or services to be delivered or provided by CCC to Nevro under this Agreement (“**Deliverables**”) incorporate in any manner any of the Pre-Existing Property of CCC or any improvements to or derivatives of the Pre-Existing Property of CCC (the “**Incorporated CCC Property**”), CCC hereby grants to Nevro and its Affiliates and successors and assigns a perpetual, irrevocable, fully paid, worldwide, sublicensable, non-exclusive license under the Incorporated CCC Property and all Intellectual Property Rights therein to make, use, sell, offer for sale, and import the Incorporated CCC Property and all Intellectual Property Rights therein, in connection with such Resulting Property or Deliverables and any improvements, derivatives or successor works of or to such Resulting Property and Deliverables as Nevro considers appropriate, including to use, manufacture, sell, offer for sale, import, display, copy, perform, modify, alter and support the Incorporated CCC Property and any products or services in which such property is incorporated. The license granted to Nevro includes the rights to future improvements to or derivatives of the Incorporated CCC Property to the extent such improvements or derivatives are utilized in connection with a Deliverable, but it does not require CCC to take any actions or perform any activities to incorporate such property into any deliverable in connection with the Resulting Property or Deliverables, or any improvements, derivatives or successor works thereof or thereto. Nothing in this Agreement will be deemed to grant Nevro the right to market, sub-license or otherwise use the Pre-Existing Property of CCC other than in connection with one or more Deliverables or the Resulting Property and products or services in which they are incorporated, or improvements, derivatives or successor works of the foregoing.

12.4 Ownership of Resulting Property. The parties acknowledge and agree that all Resulting Property and all Intellectual Property Rights therein, excluding the Incorporated CCC