

Medsensio Subscription Terms for Business Customers

These subscription terms with appendices, together with any subscription order form(s) (“Subscription Form”) entered into between the parties, set out terms and conditions under which the customer identified in the Subscription Form (“Customer”) purchase services from Medsensio AS identified in the Subscription Form (“COMPANY”).

Capitalized terms shall have the meaning designated to them in the paragraph in which it is written in bold between quotation marks.

1. DOCUMENTS

Reference to the term “Agreement” means this document, any Subscription Form(s) and the following appendices:

Appendix 1: Service Level Agreement

Appendix 2: Data Processing Agreement

Appendix 3. End-user license agreement

In the event of any conflict or inconsistency between this document and any Subscription Form(s), the Subscription Form(s) shall take precedence. In the event of any conflict or inconsistency between this document and the appendices, this document shall take precedence. In the event of any conflict or inconsistency between the appendices, they shall take precedence in the order they are listed above.

2. RIGHT TO ACCESS AND USE

COMPANY grants to Customer, during the term of the Agreement, a right to remotely access and use the COMPANY SaaS services listed in the relevant Subscription Form (“Service”) in accordance with this Agreement. The services offered by COMPANY in general are described in Appendix 1 and Customer will have access to those features that are agreed in the Subscription Form.

3. PROVISION OF THE SERVICE

The Service will be provided by qualified personnel, suitably skilled and trained in the performance of the Service and performed in a diligent and professional manner.

COMPANY shall provide the Service in accordance with this Agreement and the applicable service level agreement attached as Appendix 1 (“Service Level Agreement”).

4. SUPPORT

COMPANY will provide support as described in the Subscription Form. The Customer will provide access to the necessary resources for COMPANY to be able to support the Customer in a timely manner.

5. ADDITIONAL FEATURES AND SERVICES

The parties may from time to time agree to include additional features and services ("Add-On Service"). The Agreement will apply for such Add-On Services. Specific terms may apply for the individual Add-On Service. COMPANY will provide the Customer with such specific terms prior to the Add-On Services is agreed upon.

6. MODIFICATIONS AND IMPROVEMENTS

COMPANY seeks to constantly improve the Service. COMPANY may from time to time make improvements, add, modify, or remove functionality, or correct any errors or defects in the Service as further described in the Service Level Agreement. The Customer will get access to modifications and improvements that are made generally available to all customers who have purchased the same features. Additional features and services introduced from time to time may be purchased as an Add-On Service.

7. SECURITY MEASURES

COMPANY has implemented and shall during the term of the Agreement maintain appropriate technical and organizational measures, internal controls, and information security routines. The routines applicable at the time of entering into the Agreement are described in Appendix 2. COMPANY may during the term of the Agreement change and/or update the measures as desired, provided that such changes shall not materially decrease the overall security of the service compared with the measures described in Appendix 2.

8. ACCEPTABLE USE

8.1. Users

The Service shall be available for use by Customer employees, contractors and other persons acting on behalf of the Customer ("Users").

The Customer shall only permit authorized Users to use the Service. Customer shall remain the contracting party and remain responsible for all Users compliance under this Agreement, also if the Customer extends the rights, benefits and protections provided under the agreement to affiliate and contractor Users.

The Customer shall only use the Service for internal business purposes and not resell, distribute, sublicense, or otherwise transfer any right in and to the Service to others, including allowing user rights to third parties not specifically granted rights under this Agreement.

Users will need to accept COMPANY's end user terms before use of the Service. In the event of any inconsistency or conflict, the terms of this Agreement take precedence over any similar terms in the end user terms of service. Nothing in the end user terms of service is intended to limit Customer's options or rights as set forth in this Agreement.

8.2. Log-in details

Customer and each of its Users shall maintain the confidentiality of any credentials, passwords and other log-in details used to access or use the Service. Such log-in details are personal and shall not be shared between Users or used by more than one User. The Customer will notify COMPANY immediately of any unauthorized use of a User's account or any other breach of security.

8.3. Reverse engineering

The Customer shall not modify, translate, reverse engineer, decompile or disassemble any of the Service or otherwise attempt to derive source code or create derivative works from the Service.

8.4. Medical device use

The Customer and its Users shall use the medical device components of the Service according to the respective instructions for use.

The Customer bears responsibility to verify that our product is approved for use in their country.

8.5. Intentional service interference

The Customer shall not intentionally use the Service in a manner that impacts the availability, performance, reliability, or stability of the Service.

8.6. API's and integrations

The Service may, depending on Customer's Subscription plan, contain features designed to integrate with third party applications. COMPANY is dependent on third parties for such integrations to work and can therefore not guarantee the continued availability of such features.

The COMPANY may make available its own API's as part of the Service. Customer's right to access and use any COMPANY API is subject to restrictions and policies implemented by COMPANY from time to time. COMPANY will monitor the API's and reserves the right to take necessary measures to prevent misuse.

8.7. Payment for unauthorized use

COMPANY may investigate access logs to verify that Customer complies with the acceptable use requirements above. The Customer shall upon request from COMPANY reasonably cooperate to clarify compliance. COMPANY reserves the right to charge Customer appropriate usage fees in line with the price for the feature in question in case of repeated or intentional breach of the acceptable use requirements.

9. FEES, INVOICING AND PAYMENT TERMS

9.1. Free trial

COMPANY may, at its sole discretion, offer a Subscription with a free trial for a limited period of time ("Free Trial").

The Customer may be required to enter its billing information in order to sign up for the Free Trial.

If the Customer does enter its billing information when signing up for the Free Trial, there will not be charge by COMPANY until the Free Trial has expired. On the last day of the Free Trial period, unless the Customer cancelled the Subscription, it will be automatically charged the applicable Subscription fees for the type of the selected Subscription.

At any time and without notice, COMPANY reserves the right to (i) modify the terms and conditions of the Free Trial offer, or (ii) cancel such Free Trial offer.

9.2. Fees

The Service fees are set forth in the Subscription Form(s) agreed between the parties.

9.3. Invoicing and Payment

Except if the Customer has purchased Services directly from Medsensio website (<https://www.medsens.io/>) through Stripe credit card (self-served billing), Fees will be invoiced in advance in accordance with the relevant Subscription Form.

In such a case COMPANY will issue invoice for subscription fees no more than 60 days before the relevant billing period. Other fees will be invoiced at any time during the term when fees are payable. The Customer shall, unless otherwise stated in the Subscription Form, pay all invoices within 30 days of the invoice date.

9.4. Late Payments and Suspension of Services due to Late Payments

COMPANY may claim late payment interest of 2% monthly if an invoice is more than 30 (thirty) days overdue. Interest shall be calculated from the due date until payment is made.

If any charge owing by Customer is thirty (30) days or more overdue, Medsensio may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full.

9.5. Taxes

The fees do not include any taxes, levies, duties, value added tax or other tax applicable to the sale of the Service. Such taxes, when applicable, shall be paid by Customer unless Customer provides proof of tax exemption.

10. SUBCONTRACTING

COMPANY may use subcontractors in the provision of the Service. COMPANY shall be liable for the acts and omissions of its subcontractors and any other affiliates contributing to the performance of its obligations under this Agreement as for its own actions or omission.

11. INTELLECTUAL PROPERTY RIGHTS

11.1. Reservation of Rights

This Agreement does not constitute any transfer of ownership of any intellectual property rights. COMPANY owns and shall always retain all right, title, and interest in and to the Service and all intellectual property rights associated therewith.

Customer will not access or use the Services, or the intellectual property rights therein, except as expressly permitted by this Agreement.

11.2. Restrictions

Customer shall not at any time, directly or indirectly, and shall not permit any User or Partner to (i) permit any third party to access or use the Service except as permitted herein or in the Subscription Form, (ii) copy, modify or create derivative works based on the Services or the Documentation, (iii) rent, lease, lend, sell, license, sublicense, publish, frame, mirror or otherwise distribute any part or content of the Services or Documentation, (iv) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any content, features, functions or graphics of the Services.

11.3. License to Feedback

COMPANY shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Users, relating to the operation of the Service.

11.4. Operational Emails

COMPANY may send operational emails including but not limited to: billing emails, account activity emails, and service updates. These are required to provide the Services.

12. CUSTOMER DATA

12.1. Ownership of Customer Data

Customer Data is and shall remain the exclusive property of Customer and Customer has sole responsibility for the content of and the right to use Customer Data. "Customer Data" means for the purpose of this Agreement any data included by Customer in- or generated by Customer's use of the Service.

12.2. Rights to use Customer Data.

Customer hereby grants to COMPANY, during the term of this Agreement, a limited right to access and use such Customer Data that are necessary for COMPANY to provide the Service. COMPANY will use Customer Data only as necessary to provide the Service to the Customer.

Processing of Customer data, including personal is further covered in Appendix 2 ("Data Processing Agreement").

12.3. Patient data

Processing of patient data, including personal and health data, is regulated in Appendix 2 ("Data Processing Agreement").

12.4. No sales of data

COMPANY will not sell, rent, or lease Customer Data to any third party or otherwise receive any value in exchange for Customer Data.

13. PROCESSING OF PERSONAL DATA

COMPANY shall process Customer personal data only as permitted under this Agreement. The data processing agreement set out in Appendix 2 ("Data Processing Agreement") reflects the parties' agreement with respect to COMPANY's processing of personal data on behalf of the Customer.

14. CONFIDENTIALITY

14.1. Non-use and Non-disclosure

Neither party shall use or disclose any Confidential Information of the other party for any purpose except in relation to its performance under this Agreement. The receiving party shall take reasonable measures to avoid disclosure and/or unauthorized use of the Confidential Information of the disclosing party.

For the purpose of this Agreement, "Confidential Information" means all information disclosed by the disclosing party to the receiving party that is designated as confidential, or that reasonably should be understood to be confidential given the nature of the information and the circumstances of the disclosure. The terms of this Agreement, Customer Data and any other information exchanged pursuant to this Agreement, will be considered Confidential Information.

14.2. Limitations on the duty of non-disclosure of Confidential Information

Confidential Information does not include any information or material that (i) is or becomes publicly known other than through violation of this Agreement by the receiving party, (ii) was already in the receiving party's possession or was available to the receiving party on a non-confidential basis before disclosure, (iii) is obtained by the receiving party from a third party that is not bound to separate confidentiality obligations to the other party, (iv) was later communicated by a third party to the receiving party without any confidentiality obligation, or (v) is independently developed by the receiving party without use of or reference to the discloser's Confidential Information.

14.3. Disclosures required by Law

The recipient may disclose Confidential Information to the extent required by law, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

14.4. Survival and remedies

The obligations of each receiving party under this section shall survive for five (5) years after the termination of the Agreement. Each party agrees that any violation or threatened violation of this section may cause irreparable injury to the disclosing party, entitling the disclosing party to seek injunctive relief in addition to all legal remedies.

15. TERM AND TERMINATION

15.1. Initial Term

The initial term of this Agreement shall commence on the date stipulated in the Subscription Form or at the date of signature if no such date is specified, and shall continue for the period

set forth in the applicable Subscription Form or for one year if no such period is specified (“Initial Term”).

15.2. Renewal Term

The Agreement will upon expiration of the Initial Term automatically renew for a subscription term equivalent in the length to the then expiring subscription term, unless otherwise set out in the Subscription Form (“Renewal Term”). The charges for the Renewal Term will be the standard fees listed in the Subscription form with a price adjustment of 5%.

15.3. Termination for convenience

Either party may terminate this Agreement for convenience with effect from the end of the Initial Term or subsequent Renewal Term by giving the other party written notice no less than sixty (60) calendar days prior to the expiration of the then-current term. If Customer provides notice of non-renewal within the time limits set out in this section, COMPANY will not invoice Customer for a Renewal Term.

15.4. Termination for breach

Either party may terminate this Agreement for breach by giving the other party thirty (30) calendar days prior written notice if the other party has materially breached its obligations hereunder and have failed to cure such breach within thirty (30) calendar days’ after being notified in writing of the details of such breach.

Either party may terminate this Agreement with immediate effect if the other party takes or suffers any action for insolvency in any jurisdiction.

Notwithstanding the foregoing, if at any time Customer is not satisfied with COMPANY’s implementation services or setup of the Services or otherwise believes that COMPANY has failed to satisfactorily complete the setup of the Services, then Customer’s sole remedy shall be to notify COMPANY of the failure or its dissatisfaction and COMPANY shall then use commercially reasonable efforts to correct the implementation services or to properly setup the Services. If the Parties agree that COMPANY is unable to complete the setup of the Services as originally agreed by the Parties under this Agreement and related Subscription Form, then Customer may terminate this Agreement upon written notice to COMPANY.

15.5. Refund policy

COMPANY will refund prepaid fees covering the remainder of the applicable subscription term calculated from the effective date of termination if this Agreement is terminated by Customer in accordance with section 16.4.

Except as set out above, all fees paid by The Customer are non-refundable. Customer will not be entitled to any refunds if Customer terminates the Agreement prior to the end of the then current subscription term.

15.6. Effect upon Termination

Upon expiration or termination of this Agreement for any reason (i) all access rights will cease, (ii) either party shall delete or destroy all Confidential Information of the other party (Confidential Information included in backup copies will first be deleted upon expiration of such encrypted backup copies), and (iii) any and all invoiced and non-invoiced undisputed fees owed by Customer to COMPANY under this Agreement shall become immediately due and payable to COMPANY.

16. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants that the representing party has full power and authority to execute, deliver and perform this Agreement, that this Agreement has been duly and validly executed and delivered by the representing party and that it constitutes the legal, valid, and binding obligation of the representing party, enforceable against it in accordance with its terms.

17. DISCLAIMERS

THE SERVICE IS PROVIDED "AS IS". COMPANY DOES NOT WARRANT THAT CUSTOMER'S USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. CUSTOMER ASSUMES THE RISK OF THE USE, QUALITY, PERFORMANCE, ACCURACY AND COMPLETENESS OF ANY DATA PRODUCED BY THE SERVICE. COMPANY WILL ONLY BE LIABLE FOR A SECURITY INCIDENT UNDER THE AGREEMENT IF COMPANY NEGLIGENTLY BREACHES THE SECURITY MEASURES DESCRIBED IN SECTION 7.

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, EITHER PARTY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, RELATING IN ANY WAY TO THE SERVICE INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

18. LIMITATION ON LIABILITY.

18.1. EXCLUSION OF INDIRECT, CONSEQUENTIAL AND RELATED DAMAGES

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR LOST PROFITS, BUSINESS INTERRUPTION, GOODWILL OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY THEREOF.

18.2. LIMITATION OF TOTAL LIABILITY

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY RELATED TO THIS AGREEMENT (INCLUDING THE SERVICE LEVEL AGREEMENT AND THE DATA PROCESSING AGREEMENT) EXCEED THE AMOUNT OF FEES RECEIVED BY COMPANY DURING THE TWELVE (12) CALENDAR MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY TO DAMAGES ATTRIBUTABLE TO GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.

19. TEMPORARY SUSPENSION OF SERVICES

COMPANY may temporarily suspend the Service if Customer is in breach of the Agreement and such breach is not cured within thirty (30) calendar days after Customer's receipt of written notice thereof. Suspension will last until the breach has been cured by Customer.

20. INDEMNIFICATION

20.1. By COMPANY

COMPANY shall defend, indemnify and hold harmless Customer and its officers, directors, employees, and agents, from and against any losses, costs, expenses (including reasonable outside attorneys' fees and costs) and finally awarded damages against Customer resulting from a substantiated claim, demand, suit, action or proceeding brought against Customer by a third party alleging that the Service used in accordance with this Agreement infringes a valid intellectual property right of such third party in the US, EU and/or EEA.

20.2. By Customer

Customer shall defend, indemnify and hold harmless COMPANY and its officers, directors, employees, and agents, from and against any losses, costs, expenses (including reasonable outside attorneys' fees and costs) and finally awarded damages against COMPANY resulting from a substantiated claim, demand, suit, action or proceeding brought against COMPANY by a third party alleging that any Customer Data, or the use of the Service in combination with a non-COMPANY application provided by Customer, infringes a valid intellectual property right of such third party in the jurisdictions the Customer use or access the Service.

20.3. Process

To receive the foregoing indemnifications the indemnified party must give the indemnifying party prompt written notice of the claim, give indemnifying party sole control of the defense and settlement of the claim (except that indemnifying party may not settle any claim unless it unconditionally releases indemnified party of all liability), and give indemnifying party all reasonable assistance at indemnifying party's expense.

20.4. COMPANY remedies

If COMPANY receives information about an infringement claim, COMPANY may at its sole discretion either (i) obtain a license for Customer's continued use of the applicable part of the

Service in accordance with this Agreement, or (ii) replace or modify the applicable part of the Service so that it is no longer claimed to infringe a third party right. If COMPANY reasonably determines that the foregoing options are not commercially available, COMPANY may terminate the Customers subscription for relevant part of the Service.

20.5. Sole remedies

The rights granted under this Section shall be the indemnified party's sole and exclusive remedy for any alleged infringement covered by this section.

21. MISCELLANEOUS PROVISIONS

21.1. Compliance

COMPANY provides a service "as is" that can be accessed as specified in Appendix 1 ("Service Level Agreement"). COMPANY shall provide the Service in accordance with those laws in the country COMPANY is registered that are applicable to COMPANY's provision of its services in general without regard for Customer's particular use of the Service. Customer is responsible for its own use of the Service, all activities that occur under User's account, and that such use is compliant with legal requirements applicable for their business and any local laws that may impact its right to import, export or use the Service.

The Customer shall not be located in, and will not use any Service from, any country subject to EU, U.S. EAR or OFAC restrictions.

21.2. Assignment

This Agreement may not be assigned by either party without the prior written consent of the non-assigning party. Consent is not required in the context of merger, acquisition, or sale of all or substantially all the assigning party's stock or assets, provided that the assigning party provides advance written notice thereof to the non-assigning party. Subject to the foregoing, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties' respective permitted successors and assigns.

21.3. Force Majeure

Neither party shall be liable for any failure or delay in its performance of its obligations under the Agreement resulting from an event caused by conditions beyond the reasonable control of a party, including governmental action, war, acts of public enemies, strikes or other labor disturbances, civil or military authority, fires, floods, or other natural calamities, acts of God, telecommunications failures, electrical outages, any service failure or disruption caused by third parties, service providers or systems, severe network outages in co-location site networks, error in the coding of electronic files or any causes of like or different kind beyond the reasonable control of such party.

A party experiencing a force majeure event shall provide the other party with prompt written notice of such force majeure event. In the event the force majeure event has lasted or is likely to last for more than three months, either Party may terminate this Agreement immediately without liability to the other party.

21.4. Entire Agreement

The Agreement constitutes the entire agreement between the parties and supersede all other agreements, proposals, or representations, whether electronic, written, or oral, between the parties concerning its subject matter.

21.5. Severability

If any provision of this Agreement is held to be ineffective, unenforceable, or illegal for any reason, such decision shall not affect the validity or enforceability of any of the remaining portions thereof.

21.6. Amendment

Amendment or modification of the Agreement shall only be valid or binding upon the parties if made in writing and signed by an officer of each party. No terms, provisions, or conditions of any purchase order will have any effect on the obligations of the parties hereunder or otherwise modify this Agreement.

21.7. Notices

All notices and other communications required or permitted by this Agreement or by law shall be in writing by e-mail or mail and shall be considered delivered when received if delivered by mail or similar and at the opening of business on the next business day for the recipient if sent by electronic mail.

21.8. Survival of Certain Provisions

Expiration or termination of this Agreement will not relieve either party from its obligations arising hereunder prior to such expiration or termination. Rights and obligations which by their nature should survive will remain in effect after termination or expiration of this Agreement.

21.9. Governing Law and legal venue

The governing law and legal venue depend on which COMPANY entity Customer has entered into the agreement with. This Agreement and all matters arising hereunder or in connection herewith shall be governed by and construed in accordance with the governing law noted in the below chart and the parties irrevocably consent to the exclusive jurisdiction of- and venue in the locations noted the legal venue columns below.

COMPANY entity	Governing Law	Legal venue
Medsensio AS	Norwegian law	Oslo, Norway