

STANDARD TERMS AND CONDITIONS

1. Preamble

1.1 These Terms and Conditions shall apply to any use of Cercare Medical ApS (Cercare Medical) applications (the Solutions) downloaded from Siemens Healthineers Digital Ecosystem of Siemens Healthcare. They shall apply to any agreement entered into between a user (a "Customer") and Cercare Medical (hereinafter the "Agreement"), under which Cercare Medical grants Customer a license to use the Solutions. Any license to use the Solutions shall be non-exclusive, non-transferable, non-assignable Solutions and the Customer agrees for Cercare Medical's delivery of any maintenance-, support and/or upgrade services in accordance with the Agreement and these Terms and Conditions.

1.2 The terms and definitions used in the Agreement shall refer to these Terms and Conditions as well unless the context explicitly requires otherwise. The Agreement may contain additional terms and conditions.

1.3 In the event of discrepancies or contradictions between the Agreement and these Standard Terms and Conditions, the Agreement shall prevail.

2. License types and limitations of use

2.1. Trial License

Cercare Medical can grant Customer a non-exclusive, non-transferable, non-assignable, limited license (hereinafter the "Trial License") to use the Solutions solely for Customer's own research, business or other purposes and strictly for purposes of its own internal evaluation of the Solutions.

2.2. Subscription License

Under a Subscription License Cercare Medical grants Customer the right to use the Solutions within the limitations stated below in 2.3.

2.3 Limitations of Use

Except as otherwise expressly provided under the Agreement, Customer shall have no right and specifically agree not to:

- transfer, assign or sublicense its license rights to any other person;
- provide, divulge, disclose, or make available to, or permit the use of the Solutions by any third party, including via scientific publications, unless with the prior written permission from Cercare Medical;
- sell, resell, license, sublicense, distribute, rent or lease the Solutions;
- modify or adapt the Solutions or create derivative works based upon the Solutions, or to permit third parties to do the same;
- decompile, decrypt, reverse engineer, disassemble or otherwise reduce the Solutions to human-readable form, or to permit third parties to do the same;
- attempt to copy or duplicate the Solutions without the prior written permission of Cercare Medical;
- export, publicize or utilize for any commercial or scientific purpose any data generated by and collected by the Solutions; or
- use or distribute any component(s) of the Solutions on a stand-alone basis.

3. Term and termination

3.1 Trial begins as soon as trial license has been activated. Subscription license begins as soon as it has been activated or the Trial License expires, whichever comes later.

3.2 The Agreement and any Solutions licenses granted hereunder may be terminated only:

(i) by the Customer immediately by written notice to Cercare Medical if Cercare Medical commits a material, irreparable breach of the Agreement or, in case the breach may be remediated, if Cercare Medical has failed to remedy that breach within sixty (60) days after receipt of written notice requiring it to remedy that breach;

(ii) by Cercare Medical immediately by written notice to the Customer if the Customer commits a material breach of the Agreement; provided, that the Customer has failed to remedy that breach within sixty (60) days after receipt of written notice requiring it to remedy that breach; and

(iii) by a Party immediately in case of the insolvency, bankruptcy, or suspension of all payments of or by the other Party.

4. Customer Obligations

4.1 Customer is responsible for all activity occurring while using the Solutions and shall comply with all applicable laws and regulations in connection with Customer's use of the Solutions, including but not limited to those related to data privacy, the transmission of technical or personal data and other regulations.

Customer agrees to defend, indemnify and hold harmless Cercare Medical, its affiliates and their respective employees, contractors, agents, officers and directors from and against any and all claims, damages, obligations, losses, liabilities, costs, debt or expenses (including without limitation attorneys' fees) arising out of or related to any claim, suit, action or proceeding by a third party arising out of or relating to Customer's (or customer's employees or authorised users of the Solutions) use of the Solutions, breach of the Agreement or violation of any applicable law.

5. Indemnification

5.1 Subject to the limitations below, Cercare Medical shall indemnify the Customer for and against any liability or loss resulting from claims arising out of the Agreement in case of gross

negligence or willful misconduct. Liability for simple negligence shall explicitly be excluded.

5.2 Cercare Medical shall under no circumstances be responsible to the Customer for any lost profits, lost opportunities, or any other indirect or consequential damages.

5.3 Cercare Medical's entire aggregate liability arising out of or in connection with the Agreement shall not exceed the fees paid by the Customer to Cercare Medical under the Agreement for the past twenty-four (24) months.

5.4 The Customer explicitly acknowledge that the Solutions is a *decision support tool* and that the output of the Solutions is in no event fit to form the basis of any medical decision on its own. The Solutions should only be used by trained professionals and only with careful consideration of the overall health condition of the patient and other relevant circumstances.

6. Intellectual property rights

6.1 The Parties agree that Cercare Medical owns all intellectual property rights and know-how, including patent, copyright, trade secret, trademark and other proprietary rights, in and to the Solutions, and any corrections, bug fixes, enhancements, updates, derivative works, or other modifications, to the Solutions.

7. Assignment

7.1 Cercare Medical is entitled to assign or subcontract its rights and obligations under the Agreement in whole or in part to any of its affiliated entities. Cercare Medical shall within reasonable time before of such assignment notify the Customer in writing hereof. Any other assignment shall be void.

7.2 The Customer shall not be entitled to assign any rights or obligations under the Agreement without the prior written consent of Cercare Medical. Any such attempted assignment shall be void.

8. Confidentiality

8.1 The Parties shall keep confidential the existence and contents of the Agreement as well as all that the Parties learn as a result of the cooperative relations.

8.2 The duty of confidentiality does not extend to any information deemed to be generally known or publicly available. Any conflicting duty of disclosure based on mandatory law is to override the duty of confidentiality.

9. Severability

9.1 If any provision of the Agreement is or becomes ineffective, or if the Agreement contains an unintentional gap, the effectiveness and validity of the remaining provisions shall not be affected. Instead of the ineffective, inoperative or missing provision, a provision shall apply that corresponds to the presumed intention of the Parties and the economic purpose of the Agreement, having due regard to the statutory provisions and based on the principle of good faith.

10. Amendments to Terms and Conditions

10.1 Cercare Medical reserves the right at any time to make amendments to Terms and Conditions at its own discretion. Such changes will be communicated to the Customer who will have the responsibility to communicate the change to all end-users.

11. Disputes

11.1 Any dispute arising out of or in connection with this contract, including any disputes regarding the existence, validity or termination thereof, shall be settled by arbitration administrated by The Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced. The arbitral tribunal shall be composed

of three arbitrators. The place of arbitration shall be Aarhus, Denmark. The language to be used in the arbitral proceedings shall be English. This contract shall be governed by the substantive laws of Denmark with exclusion of choice of law provisions.