

## GENERAL TERMS & LICENSE (GT&L)

Corsano Health B.V., (hereinafter known as *Corsano*), having its registered office at Wilhelmina Pruisenweg 35, 2595 AN The Hague, the Netherlands provides *Device*, *Software* and *Services*, directly or through a *Distributor*, all as defined hereinafter. These General Terms & License (hereinafter known as GT&L) set forth the Terms and License governing all *Device*, *Software* and *Services* ordered by *Customer* pursuant to a *Quotation*, on or after the *Effective Date* and during the term hereof. Special Terms & Conditions (hereinafter known as ST&C) and/or Service level Agreements (hereinafter known as SLA), where applicable, must be expressly agreed upon and authorized in advance and in writing by *Corsano*. Any order placed by the *Customer* implies complete and unreserved acceptance of the General (GT&L) and/or Special Terms (ST&C, SLA), if applicable. Each *Party* acts exclusively in its own name and on its own behalf with respect to the rights and obligations pursuant to these GT&L, ST&C and SLA.

### Definitions

**Affiliates:** (i) an organization that directly or indirectly controls a *Party* to this GT&L; (ii) an organization that is directly or indirectly controlled by a *Party* to this GT&L; (iii) an organization that is controlled, directly or indirectly, by the ultimate parent *Customer* of a *Party*. Control as per (i) to (iii) is defined as owning more than fifty percent (50%) of the voting stock of a *Customer* or having otherwise the power to govern the financial and the operating policies or to appoint the management of an organization.

**Annual License Fee:** the yearly fee payable by the *Customer* to *Corsano* for the *Use* of the *Device* and the *Software* in the *Project*.

**Background IP:** all *Intellectual Property Rights* owned by a *Party* at the *Effective Date*.

**Confidential Information:** all information that the *Parties* exchange with and disclose to each other, containing but not limited to: all information, materials, knowledge, inventions, processes, designs, specifications, techniques, models, diagrams, software in all forms of development, source codes, object codes, formulae, business operations, propositions, research results and/or goods, possessed, obtained by, developed for or given to a *Party* in a written, oral, graphic, for a machine readable and/or physical form, and/or obtained by research of materials, concerning the *Project*, and which are considered not to be publicly disclosed or known at the moment of disclosure thereof to the *Receiving Party*.

**Customer:** the *Party* that orders a *Device*, *Software* and/or *Services* pursuant to a *Quotation*.

**Device:** Corsano CardioWatch 287-2 Bracelet.

**Disclosing Party:** the *Party* that discloses *Confidential Information* to the *Receiving Party*.

**Distributor:** a third party authorized by *Corsano* to distribute the *Device* and *Software*.

**Effective Date:** date when *Customer* signs and sends the *Quotation* as confirmation of an order to *Corsano*.

**Evaluation Package:** offer by *Corsano* including one (1) hour of support services by *Corsano* to assist *Customer* in its technical evaluation of the *Device* and *Software*.

**Intellectual Property Rights:** inventions, patents, copyrights (including rights in software), moral rights, rights in designs, trade secrets, know-how, utility models and all other intellectual property rights and forms of protection of a similar nature, in any jurisdiction, in each case whether registered or pending registration, and rights to apply for any such rights.

**Party/Parties:** *Corsano, Customer and Affiliates* individually/collectively.

**Personal Data:** any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

**Project:** the purpose for which the *Customer* is using the *Device* and *Software*.

**Quotation:** a document sent by *Corsano* to *Customer* indicating the costs, payment terms and conditions for delivery of the *Device* and/or *Software* and/or *Services*.

**Receiving Party:** the *Party* that receives *Confidential Information* from the *Disclosing Party*.

**Services:** the support to *Customer* by *Corsano* to *Use* the *Device* and *Software* in the *Project*.

**Software:** *Corsano's* Firmware, Mobile Applications, Cloud, Research Portal, Application Program Interface ('API') and accompanying documentation and binary, compiled source code (library), for *Use* with the *Device*.

**Use:** the direct or indirect utilization of the *Device* and *Software* in research activities or for creating and providing Patient Care in a *Project*.

#### Specifics for the United States

Pending FDA clearance, CardioWatch is an Investigational Device and limited by Federal (or United States) law to investigational use. An IRB approval is mandatory for any *Use* in any *Project* in the US.

NOW THEREFORE, IN ACCORDANCE WITH THE FOREGOING BACKGROUND WHICH IS INCORPORATED HEREIN, AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS BELOW, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

## Article 1 Confidentiality

Each *Party* agrees to keep confidential all *Confidential Information* disclosed by the *Disclosing Party* since the *Effective Date* until five (5) years following the end of the *Project* and each *Party* shall exercise at least the same degree of care in preventing the disclosure of *Confidential Information* as it does in protecting its own information. Furthermore, the *Receiving Party* shall not use such *Confidential Information* for a different purpose than that defined in this GT&L and it shall not file an application for the registration of any intellectual property right or otherwise seek protection regarding the *Confidential Information* of the *Disclosing Party*.

*Confidential Information* shall be identified either by marking it, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other *Party* of the confidential nature of the information. Such notification shall be done by email or written correspondence, or orally if a written notification is not possible, or via other appropriate means of communication.

The *Receiving Party* is allowed to disclose the *Confidential Information* it received from the *Disclosing Party* only to its directors, employees, representatives or agents (1) who need to have access to the *Confidential Information* for the purpose of carrying out their duties in connection with the *Purpose*, and (2) who will sign a contract in writing ensuring that the *Confidential Information* will be kept confidential on the same terms as set forth in this GT&L.

The *Receiving Party* will not disclose any *Confidential Information* received to any third parties, except as otherwise provided for herein or agreed by the *Disclosing Party*.

The obligation of non-disclosure shall not apply to *Confidential Information*, which:

- At the time of disclosure is part of the public domain or becomes part of the public domain other than through a breach of this GT&L by the *Receiving Party*.
- was already known by the *Receiving Party* before the moment of disclosure (to be proved by the *Receiving Party*).
- is rightfully received by the *Receiving Party* without any obligation of confidence from a third party who is in lawful possession thereof and under no obligation of confidence to the *Disclosing Party*.
- is independently developed by employees of the *Receiving Party*, without having access to the *Confidential Information* as shown in writing upon first request of the *Disclosing Party*.
- is required to be disclosed pursuant to a law, regulation, rule, or ordinance of any governmental body having jurisdiction over either party or the subject matter of the *Confidential Information*, provided that the discloser of the information, to the extent the *Receiving Party* is lawfully able to do so, is given prompt written notice of any such requirement prior to any disclosure of *Confidential Information* so that it may contest such requirement, if necessary.

## Article 2 License

Subject to the terms of this GT&L, *Corsano* grants to *Customer* a limited, revocable, non-assignable, non-transferable, and non-exclusive license to use the *Software* solely for the purpose of a *Project* and a right to license and distribute the *Device* to end users in connection with the distribution of *Software* to such end users.

*Corsano* expressly grants no rights to modify or make derivative works of any *Corsano* products (including the *Device* and *Software*), technology or deliverables, nor to transmit, display or distribute any such products, technologies or deliverables. All rights not expressly granted by *Corsano* are reserved.

Upon payment of the *Annual License* fee, *Customer* shall be entitled to receive – if released by *Corsano* – *Software* Updates (intended as a release of *Software*, in object code form, or firmware), which provides minor fixes, improvements and modifications to the *Software* and *Software* Upgrades (intended as a release of *Software*, in object code form, or firmware), which adds new functionality and feature enhancements to the *Software*.

## Article 3 Payment

3.1 Payment Terms: *Customer* shall pay the fees, including the *Annual License Fee*, applicable to *Device*, *Software* and *Services* at the price identified in the applicable *Quotation* (or a similar document agreed upon between *Customer* and *Distributor*, if ordered through a *Distributor*). Unless otherwise agreed to in writing by *Corsano*, (i) all fees will be invoiced in advance, and (ii) *Customer* shall pay all invoices within fifteen (15) days from the date of invoice. *Corsano* shall be entitled to suspend the provision of any *Device*, *Software* and *Services* for which payment has not been received.

3.2 Renewal Pricing: The *Annual License Fee* for any given renewal period is the price of the previous period, plus the last percentage of increase applicable to the *Annual License Fee* as published at least ninety (90) days prior to the renewal date. If applicable, current price increase terms and conditions can be found on *Corsano's* website.

3.3 Late Payments: *Customer* shall pay interest for late payment at a rate of 1.5% per month or the highest lawful rate on all sums unpaid at the due date, plus reasonable attorneys' fees and costs incurred by *Corsano* in collecting unpaid amounts. For clarity, the *License(s)* granted are subject to *Corsano's* receipt of the *Annual License Fee*. *Corsano* has the right to terminate the *License* with immediate effect by written notice to the *Customer* and without being obliged to pay any kind of damages or remuneration to *Customer* whatsoever in case *Customer* does not timely or fully pay the outstanding amount(s) and *Corsano* has notified *Customer* of this deficiency and *Customer* fails to remedy it within a reasonable period as granted by *Corsano*.

3.4 Taxes: All prices are exclusive of taxes. *Customer* shall be responsible for payment of any and all taxes, including fees, duties, excises, import VAT, or similar charges. If *Customer* is required to withhold, deduct, or pay for any tax from the amount of fees to be paid under this GT&L, then *Customer* shall pay such additional amount to *Corsano* as is necessary to ensure that *Corsano* receives a sum equal to what would have been received had no such withholding, deduction or payment been required.

## Article 4 Obligations

4.1 *Customer* expressly agrees and undertakes:

(a) To develop the *Project* in accordance with *Corsano's* IFU, API and documentation, applicable laws and regulations, industry standards and generally accepted practices or guidelines in the relevant jurisdictions. Any changes or deviation from the specifications in the IFU, API and documentation must be expressly agreed upon and authorized in advance and in writing by *Corsano*.

(b) To obtain, maintain and renew, at its sole expense, all necessary permissions, consents, and licenses (including, but not limited to, those required by any level of government or independent regulatory body), prior to and as necessary for, *Customer* to lawfully import, market, sell, distribute, and deliver the *Project*.

(c) Not to engage in any activity with (any part of) the *Device* or *Software* including the development or distribution of an application, that interferes with, disrupts, damages, or accesses in an unauthorized manner the servers, networks, or other properties or services of any third party including, but not limited to *Corsano* or any mobile communications carrier.

4.2 For the avoidance of doubt, *Customer* shall not, at any time use any *Software* or materials or use, copy or reverse engineer any *Device* or *Software* provided by *Corsano* hereunder to directly or indirectly develop a software development kit or for use with any software other than the *Project*.

4.3 *Customer* shall be solely responsible for obtaining and maintaining any approvals or certifications required under applicable law for the execution of the *Project*, including without limitation, any certification as a medical device under MDR 2017-745 for the European Union or any FDA approval for the United States.

## Article 5 Reception & Acceptance

At the time of delivery, *Customer* or its representative must check the condition of the *Devices* and their compliance with the *Quotation*. Any complaint concerning non-compliance or visible defects must be addressed to *Corsano* with acknowledgement of receipt within the ten (10) days following the receipt of the *Devices*. If the conformity issue or visible defect is acknowledged, at *Corsano's* choice, the conformity issue or defect will be corrected, or a refund will be issued for the quotation, to the exclusion of any compensation or damages. Partial defect of the delivery shall not justify its total rejection. *Corsano* is not responsible for any errors or damage which have/has not been recorded on the delivery notes.

## Article 6 Representations and Warranties

### 6.1. *Corsano* represents and warrants to *Customer* that:

- a. *Corsano* shall comply with any applicable laws in connection with the *Services*, and *Customer* shall have all rights, licenses, permits and consents necessary to perform the *Services*.
- b. *Corsano* shall not perform, nor will it allow any employee or *Corsano* representative to perform any activity for any person or organization that substantially hinders or delays the conduct of work. Substantial hindrance or delay will occur where *Corsano*, a *Corsano* employee or *Corsano* representative performs services for others which, among other things, compete for resources needed for performance of work on this GT&L and cause *Corsano* to fail to meet timeframes, budget constraints, enrollment requirements, or data flow and analysis as applicable and agreed hereunder.
- c. From time-to-time *Corsano* may work with other companies or be party to a license agreement to co-develop a specific deliverable, or either its *Affiliates* or different groups within *Corsano* internally may be engaged in internal development activities. In the case of such activities, *Corsano* may have legal obligations of confidentiality to such other co-developers, *Corsano's Affiliates*, or even *Corsano* internally. Such obligations would fall outside of *Corsano's* obligations of confidentiality under this GT&L concerning disclosure of Confidential Information to third parties. Such activities are referred to as “firewalled activities”. Where *Corsano* personnel are working on more than one project, including a competitor project, *Corsano* will ensure that such personnel will be reminded and counseled on *Corsano's* obligations under *Corsano* firewalled activities and such personnel will not use *Confidential Information* of *Customer* information in developing competitor projects.
- d. *Corsano* shall perform and complete the *Services* in accordance with the professional and industry standards, skills, care and diligence that would be adopted and exhibited by a similar firm in the same industry.
- e. Neither *Corsano* nor any of its employees have been debarred, sanctioned, suspended, excluded, or otherwise declared ineligible from any state or federal agency or program or by any applicable regulatory authority. In addition, *Corsano* agrees that during the term of this GT&L, *Corsano* shall promptly notify *Customer* if: (i) *Corsano* or any of its employees is included in the US Department of Health and Human Services Office of Inspector General’s List of Excluded Individuals and Entities (“LEIE”), whether for mandatory or permissive exclusion reasons, or (ii) *Corsano* becomes the subject of a federal, state, or applicable authority investigation for any reason. In the event that *Corsano* or any of its employees becomes debarred, sanctioned, suspended, excluded, or otherwise declared ineligible from any state or federal agency or by any applicable regulatory authority, *Customer* shall have the right, but not the obligation, to terminate this GT&L, effective, at *Customer's* option, immediately or at a specified future date.
- f. The *Software*, and its performance thereof, will comply with all applicable federal, state and local laws, requirements and regulations including, but not limited to, the PhRMA Code on Interactions with Healthcare Professionals, HIPAA, federal and state anti-kickback statutes and applicable FDA promotional regulations in the US, or the local equivalent where applicable.
- g. All entities and personnel that perform the *Services* during the term shall (i) have the requisite expertise, in particular expertise appropriate to their function, and will be fully qualified and appropriately equipped to perform the *Services*, (ii) be bound by obligations of confidentiality, and non-use as protective of *Corsano Confidential Information* as those set forth in Section 1 of this GT&L.

- h. To the best of its knowledge, the *Software* will not infringe, misappropriate, or otherwise violate the intellectual property or other proprietary rights of any third party. If any claim of infringement of intellectual property rights is made, or in *Corsano's* reasonable opinion is likely to be made, *Corsano* may at its sole discretion and expense, either (i) secure the right for *Customer* to continue using the *Software*, (ii) modify it so that it is not infringing, or (iii) replace it with another program which is functionally comparable. If none of the foregoing options is available on terms which are reasonable in *Corsano's* judgment, *Corsano* may terminate the affected *Software* and the License with immediate effect. *Corsano* shall refund all prepaid but unused fees paid hereunder for the Annual License Fee. This section states *Corsano's* entire liability and *Customer's* exclusive remedy for any alleged infringement of intellectual property rights.
- i. The execution and performance of this GT&L during the term will not violate the terms and conditions of any other agreement between *Corsano* and a third party or any applicable law.
- j. As of the *Effective Date*, *Corsano* is not, nor is it substantially owned by, an HCP or group of HCPs licensed to practice in the US as defined in applicable local, state, provincial, and federal laws and regulations governing the reporting of payments by pharmaceutical companies to HCPs, including, without limitation, the Patient Protection and Affordable Care Act, and that *Corsano* shall immediately notify *Customer* in writing if this occurs.
- k. Components within its products will be free from defects in workmanship and materials for a period of one year from the date of purchase by *Customer*. This warranty does not cover consumable items such as, but not limited to, straps. A condition of this warranty is that the equipment or accessories which are claimed to be defective be returned when authorized within fourteen (14) days from the date the claim has been made, freight prepaid to Corsano Health BV, Wilhelmina van Pruysenweg 35, 2595 AN The Hague, the Netherlands, or its authorized representative. *Corsano* shall not have any responsibility in the event of loss or damage in transit.

Damage to any product or parts through misuse, neglect, accident, or by affixing any non-standard accessory attachments or parts that have not been approved by *Corsano*, or by any modification, is not included in this warranty. This warranty shall not extend to a) malfunction or damage caused by improper use or man-made failure; b) malfunction or damage caused by improper operation or repair by unqualified or unauthorized service people; c) malfunction or damage caused by unstable or out-of-range power input; d) damage or wear and tear of straps; e) malfunction or damage of third party external devices ; f) malfunction or erroneous data provided in through any third party applications; (g) trade accessories, such being subject to the warranty of their respective manufacturers.

*Corsano* shall not be liable for any incidental, special, or consequential loss, damage, or expense directly or indirectly arising from the use of its products. Liability under this warranty and *Customer's* exclusive remedy under this warranty is limited to servicing or replacing the affected products, at *Corsano's* option, at the factory or at an authorized distributor, for any product which shall under normal use and service appear to *Corsano* to have been defective in material or workmanship.

No agent, employee, or representative of *Corsano* has any authority to bind *Corsano* to any affirmation, representation, or warranty concerning its products and any affirmation, representation or warranty made by any agent, employee, or representative shall not be enforceable by buyer or user.

THIS WARRANTY IS EXPRESSLY IN LIEU OF, AND *CORSANO* EXPRESSLY DISCLAIMS, ANY OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY OTHER OBLIGATION ON THE PART OF *CORSANO*.

6.2. The warranties under this Article are not intended as a limitation but are in addition to all other remedies of any kind.

## Article 7 Reporting event

*Customer* acknowledges that it must report to *Corsano* any event related to the health of patients monitored with the *Device* and data collected with the *Device*, in a timely manner.

## Article 8 Intellectual Property

The CardioWatch 287-2 System encompasses a variety of hardware patents, third party software licenses and *Corsano's* proprietary software. Analytic Algorithms are proprietary and licensed from third parties, including but not limited to Philips, Preventicus and GreenTeg. Each Party shall own and shall retain all rights, title, and interest in and to inventions and intellectual property rights that it holds as of the Effective Date of this GT&L or owns or develops outside the scope of the GT&L and independent of the other Party's *Confidential Information*.

*Customer* expressly agrees and acknowledges that *Corsano* owns all legal right, title and interest in and to the *Device* and the *Software*, including any Intellectual Property Rights pertained thereto. All rights granted by *Corsano* regarding the *Software* are licensed only and not sold or transferred and *Corsano* reserves all rights not expressly granted to *Customer* by this GT&L. *Customer* shall preserve and reproduce all copyright, patent and trademark notices which appear in any *Software* or any copy thereof.

*Customer* may not use the *Software* for any purpose not expressly permitted by this GT&L. *Customer* may not (and shall not permit any third party to): (a) copy (except for backup purposes), modify, adapt, redistribute, decompile, reverse engineer, disassemble, or create derivative works of the *Software*; (b) rent, lease, assign, sublicense, export, distribute, sell, lend, commercialize, or transfer any benefit of or purported right to access the *Software*, in whole or in part to any third party; (c) grant or purport to grant any right, title, interest, lien or option in any portion of the *Software*, or in any *Intellectual Property Rights* therein; (d) remove, alter, add, or obscure any copyright, trade secret, or trademark notice or any notice, warning, disclaimer, consent or advisory pertaining to or included on any *Software* or in any information or materials provided by *Corsano*. It is expressly understood that any breach of this Section of the GT&L, is a violation of *Corsano's* copyright and other *Intellectual Property Rights* for which *Customer* is fully liable.

- a. *Corsano* Property: It is acknowledged that *Corsano* possesses *Background IP* that has been independently developed by *Corsano* without the benefit of any *Confidential Information* of *Customer* or any other property of *Customer* prior to the Effective Date of this GT&L or other than in connection with the performance of the *Services* ("*Corsano* Property"). A portion of the *Corsano* Property is its software analytic platform (e.g. Health Cloud), which is used for data analysis and as part of the provision of the *Services* (the "*Software Platform*"). *Corsano* and *Customer* agree that any *Corsano* Property is and shall remain the property of *Corsano*.
- b. *Corsano* Improvements: *Corsano* and *Customer* further agree that any improvements to: (i) the *Software Platform*; or (ii) *Corsano* Property other than the *Software Platform* which were conceived and reduced to practice solely by *Corsano* during the performance of the *Services*, without reliance on any *Customer Confidential Information*, intellectual property, Materials (as defined below), or any other property of *Customer*, shall each be and remain the property of *Corsano*. *Corsano* retains full control and decision on the strategy of development of the *Software* and features that it is providing to *Customer*. Any request for modification or improvement from *Customer* will be addressed in writing to *Corsano* that will decide whether to consider it or not in writing.

- c. *Customer Improvements*: *Customer* may develop new intellectual property, innovations, or improvements (not being *Corsano* Improvements) based on the data acquired using the *Corsano* Property (collectively, "*Customer Improvements*"). *Customer* shall promptly disclose *Customer* Improvements to *Corsano*. *Customer* will ensure *Corsano*'s freedom to operate the *Corsano* products while using the *Customer* Improvements and grants to *Corsano* a non-exclusive, non-transferable, royalty-free, perpetual and worldwide license to use the *Customer* Improvements, which *Corsano* herewith accepts. *Customer* agrees not to assert any intellectual property rights in the *Customer* Improvements against *Corsano* or its customers, affiliates, or partners.
  
- d. *Joint Development*: Any improvements, modifications or derivative works of a *Party's Background IP* shall be deemed the *Background IP* of such *Party*, regardless of creator, except if the *Parties* jointly create an invention or technology based inextricably on the *Background IP* of both *Parties*, in which event such jointly-created foreground intellectual property shall be deemed jointly owned by the *Parties*, without right of accounting ("*Joint Development*"). However, any such *Joint Development* must be explicitly agreed upon in advance in writing by the *Parties*. Each *Party* agrees to undertake any actions reasonably necessary to effectuate such intellectual property construct, including without limitation, assigning applicable *Intellectual Property Rights*.
  
- e. *Materials*: The Parties acknowledge that from time-to-time information, code and data may be sent to *Corsano* by or on behalf of *Customer* as described hereunder ("*Materials*"). Such *Materials*, that include any fragment or derivative thereof, or substance that is replicated or copied from it in whole or in part are the property of *Customer*. The *Materials* are divided into two categories: (i) de-identified and anonymized data delivered from patients ("*De-identified Raw Data*"), and (ii) all other *Materials*. Except with respect to the *De-identified Raw Data*, *Corsano* shall not transfer *Materials* to any third party without the express written consent of *Customer*. Other than the *De-identified Raw Data*, *Materials* shall be used by *Corsano* for the purpose of performing the *Services* only, and no other purpose. Unless otherwise mutually agreed upon in writing, within thirty (30) days of the earlier of completion of the *Services* under this GT&L or termination of this GT&L, and except for the *De-identified Raw Data*, *Corsano* shall destroy any *Materials* in its possession or control. The *De-identified Raw Data* may be maintained by *Corsano* for an indefinite period of time as part of its database of raw patient data and may be used by *Corsano* for its own internal purposes, including, without limitation, for improving and enhancing the *Software Platform* and the analytic calculations that are a part of the *Software Platform*. In no case shall *Corsano* sell or license the *De-identified Raw Data*, nor will *Corsano* take any steps to identify the patient providing the *De-identified Raw Data*.

## Article 9 Disclaimers

THE FOREGOING WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS FOR 3D PARTY'S OFFERINGS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. NO EMPLOYEE OR AGENT OF CORSANO IS AUTHORIZED TO GIVE A GREATER OR DIFFERENT WARRANTY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CORSANO AND ITS THIRD PARTY PROVIDERS EXPRESSLY DISCLAIM ANY IMPLIED WARRANTIES RELATING TO THE DEVICE OR SOFTWARE PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR WARRANTIES REGARDING RESULTS OBTAINABLE THROUGH USE OF THE DEVICE AND SOFTWARE, OR ANY WARRANTY THAT USE OF THE DEVICE AND SOFTWARE SHALL BE UNINTERRUPTED OR ERROR-FREE. IN ALL INSTANCES, CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR ENSURING THAT THE RESULTS PRODUCED BY THE DEVICE AND SOFTWARE COMPLY WITH QUALITY AND SAFETY REQUIREMENTS OF CUSTOMER'S SOFTWARE OR SERVICES. CUSTOMER SHALL HAVE EXCLUSIVE RESPONSIBILITY FOR (A) SELECTION OF THE DEVICE AND SOFTWARE TO ACHIEVE CUSTOMER'S INTENDED RESULTS, (B) UTILIZATION OF THE LICENSED SOFTWARE, (C) TAKING ADEQUATE MEASURES TO PROPERLY TEST, OPERATE, AND USE EACH DEVICE AND SOFTWARE, AND (D) RESULTS OBTAINED THEREFROM.



## Article 10 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL *CORSANO* BE LIABLE FOR ANY LOST PROFITS OR LOST BUSINESS OPPORTUNITIES, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE DEVICE AND SOFTWARE OR THE USE OF THE DEVICE AND SOFTWARE, UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, SOFTWARE LIABILITY, DELAY, OR OTHERWISE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE PRECEDING LIMITATION MAY NOT APPLY IN SUCH CASE. *CORSANO'S* LIABILITY ARISING OUT OF THE DEVICE AND SOFTWARE PROVIDED HEREUNDER WILL NOT, IN ANY EVENT, EXCEED ANY LICENSE FEES RECEIVED BY *CORSANO* FROM CUSTOMER UNDER THIS GT&L. THE FOREGOING LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF WHETHER *CORSANO* HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

## Article 11 Indemnification

*Customer* shall defend, indemnify and hold harmless *Corsano* and any of their directors, officers, employees, affiliates or agents, from and against any and all claims, losses, damages, liabilities and other expenses (including reasonable attorneys' fees), related to or arising from *Customer's* use or modification of the *Device* and *Software*, distribution of the *Project* or *Customer's* breach of this GT&L or violation of applicable law or regulations.

## Article 12 Distributors

Notwithstanding anything to the contrary herein, for any *Device* and *Software* which *Customer* obtains through a *Distributor*, *Customer* agrees that regarding any order *Distributor* accepts, *Distributor* is responsible for (i) pricing, invoicing, payment collection, (ii) the delivery of *Device* and *Software*, (iii) the provision of Support Services other than *Services* and (iv) the transmission to *Corsano* of *Customer's* termination notification.

*Distributors* act in their own name; they are not agents of *Corsano* and have no ability to bind *Corsano*. *Corsano* remains independent from the *Distributor* and is not responsible for the *Distributor's* actions or omissions.

## Article 13 Data Protection

13.1 *Customer* agrees to comply with Dutch law concerning information technology, computer files and personal liberty, and the provisions of (EU) Regulation no. 2016/679 of 27 April 2016 concerning the protection of natural persons regarding the processing of personal data and the free circulation of this data (hereafter jointly referred to as the "Data Protection Regulation"). If, as part of a service, the *Customer's* data to which *Corsano* has access includes *Personal Data* within the meaning of the Data Protection Regulation, *Customer* agrees to notify *Corsano* of this in advance and to inform it of the nature of the *Personal Data* processed, the end purpose of the processing and the categories of persons concerned.

*Customer* acknowledges that it operates as a data controller or first level subcontractor of a data controller under the terms of the Data Protection Regulation with regard to the *Personal Data* which it uses, processes and stores via the infrastructure made available by *Corsano*. On these points, among other things the *Customer* guarantees that it is authorized to provide *Corsano* with its *Personal Data* concerning the performance of the *Services*, whether this concerns its own clients' data or its employees' data and that the *Personal Data* supplied has been processed pursuant to the Data Protection Regulation.

13.2 *Customer* declares that it is up to date with all obligations arising from the Data Protection Regulation including those related to declarations and authorizations. It is also the *Customer's* responsibility to ensure that the persons concerned have been duly informed and that the data stored by *Corsano* under the terms of this GT&L and/or when it ends is not stored beyond the maximum periods allowed by law. *Customer* also certifies that its employees will comply with the Data Protection Regulation and the terms of the GT&L, and that they agree to ensure the confidentiality and security of the (*Confidential*) information provided to *Corsano*.

As a subcontractor within the meaning of the Data Protection Regulation, *Corsano* agrees:

- a) To only process *Personal Data* following a documented instruction to do so from *Customer* and to make every effort to ensure the confidentiality and security of the data supplied by *Customer*, in order to prevent this data from becoming deformed, damaged or communicated to unauthorized persons, and to follow *Customer's* instructions on this point, particularly concerning the deletion of data.
- b) To use the *Personal Data* processed on behalf of *Customer* solely in order to perform the services assigned to it and not to divulge this data to other persons without *Customer's* prior consent.
- c) Not to make copies of or duplicate the entrusted *Personal Data*, without *Customer's* prior authorization, unless these copies or duplicates are necessary for the performance of the *Services*.
- d) Not to transfer the entrusted *Personal Data* outside the European Union without *Customer's* prior written consent.
- e) To inform *Customer* as soon as possible of any incident likely to have an impact on the data, of which it becomes aware.
- f) To immediately inform *Customer* if it considers that an instruction from the latter violates the Data Protection Regulation.
- g) To notify *Customer* as soon as possible of any request from a competent regulatory authority or any other body authorized by law, regarding the processing performed by *Corsano* on *Customer's* behalf, unless such disclosure is prohibited.
- h) *Corsano* will provide *Customer* with reasonable assistance, enabling it to:
  - Comply with its obligations to assess the risks related to the processing of the entrusted *Personal Data*;
  - Notify the relevant authorities and the persons concerned, if necessary, of any security flaws or *Personal Data* breaches which may be noted.
  - Guarantee respect for the rights of the persons concerned, including in the case of a request to access, rectify, delete or limit the use of the data, or concerning data portability, including by sending it any request received directly concerning these matters.

13.3 *Customer* authorizes *Corsano* to use subcontractors operating under its liability for the performance of the *Services*, who will be bound by obligations identical to its own concerning the protection of *Personal Data*. *Corsano* agrees to maintain an up-to-date list of its subcontractors and to supply this list to *Customer* upon its request, in addition to any modifications to the said list. *Customer* will have the possibility to object to modifications, in which case the Parties will discuss if necessary, in order to review all conditions of the GT&L.

13.4 At the end of the *Project*, *Customer* will inform *Corsano* of its choice to either return the processed personal data to *Customer* or to destroy it, subject to and within the limits of any legal and regulatory storage obligations to which *Corsano* may be subject. Should no information be received from *Customer* within a three (3) month period, *Corsano* may delete the data.

13.5 In its capacity as a data controller, *Corsano* may also process personal data belonging to some of *Customer's* employees, chiefly limited to names and professional contact details for managing the commercial relationship (management of contractual relations, management of invoicing, etc). The rights of access, rectification, objection, limitation and deletion, and the right to data portability may be exercised by writing to the following address: [privacy@corsano.com](mailto:privacy@corsano.com)

13.6 *Customer* is informed that the data processed by *Corsano* as a Controller may in certain cases be transferred outside the European Union (with the *Customer's* prior written consent) provided suitable guarantees have been provided by the entity receiving the said data (in most cases this concerns transfer agreements compliant with the standard templates provided by the European Commission).

#### Article 14 No Medical Advice

*Corsano's Device* and *Software* should not be considered as sources of medical advice, nor should they replace consultations with a qualified healthcare professional. CUSTOMERS SHOULD ALWAYS CONSULT A DOCTOR OR A QUALIFIED HEALTHCARE PROFESSIONAL FOR ANY MEDICAL ISSUES AND PRIOR TO STARTING OR MODIFYING ANY TREATMENT. DO NOT IGNORE OR DELAY SEEKING PROFESSIONAL MEDICAL ADVICE DUE TO INFORMATION OR INSIGHTS GAINED FROM THE CORSANO DEVICE AND SOFTWARE.

Any insights and notifications in the *Corsano Software* depend on applied settings. Insights, notifications, reminders or alerts regarding any treatment or medication should not be interpreted as a recommendation. Furthermore, the lack of such notifications, reminders or alerts should not be taken to suggest that any activities, foods, medications or other health recommendations are suitable or effective.

#### Article 15 Non-Solicitation of staff

*Customer* agrees not to poach or recruit any member of *Corsano's* staff who has participated in the performance of the *Project*, whether he/she is an employee or otherwise, even if the solicitation came from the staff member him/herself, during the lifetime of the GT&L and for the year following the termination of the *Project*, unless *Corsano's* prior express consent has been granted. *Customer* also agrees and guarantees not to have such approaches made to the staff member by any of its subcontractors, subsidiaries or affiliate companies.

#### Article 16 Applicable law and Jurisdiction

This GT&L shall be construed under, and legal relations between the *Parties* hereto shall be determined in accordance with the laws of the Netherlands.

In the event of a dispute, *Parties* agree that a negotiated settlement will be sought by the conflicting *Parties* in good faith.

Any legal actions or proceedings arising out of this GT&L which cannot be settled by good faith efforts shall be brought to the courts in the Hague, the Netherlands.

#### Article 17 Amendments

*Corsano* reserves the right, at its sole discretion, to modify or replace any part of this GT&L. Except as expressly set, such amendments will be effective after three days upon posting the new version of the GT&L on <https://corsano.com/terms-system/>. It is *Customer's* responsibility to check this webpage periodically for changes. *Customer's* continued use of or access to the System or *Services* following the posting of any changes to this GT&L constitutes acceptance of those changes. *Corsano* may also, in the future, offer new services and/or features through its website (including the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this GT&L.

## Article 18 Term and termination

The License as set forth in Section 2 of this GT&L shall become effective on the *Effective Date* and, unless terminated earlier for cause in accordance with this GT&L, shall expire as a result of any of the following situations: (i) termination by *Customer* by giving no less than one month written notice to *Corsano* ; (ii) termination by *Corsano* immediately upon written notice to *Customer* in the event of any breach by *Customer* of the terms of this GT&L which has not been resolved within a reasonable time limit as set by *Corsano*; (iii) either *Party* may terminate the License for convenience by providing the other *Party* with a ninety (90) days prior written notice; (iv) either *Party* may terminate the License with immediate effect if the bankruptcy or moratorium of the other *Party* has been applied for and/or if the other *Party* will be or has been dissolved, liquidated and/or closed down..

In any case of termination, all *Licenses* granted hereunder that allow *Customer* to use the *Software* to develop a *Project* (including incorporating the *Software* into the *Project*) shall immediately terminate and expire. There will be no refund of the *Annual License Fee*. *Customer* shall promptly destroy any demonstration or sample *Software* that may have been provided to *Customer*, the *Software*, and material provided by *Corsano*, including all copies. *Customer* shall certify in writing that all such *Software* and materials have been destroyed. Notwithstanding the foregoing, all sublicenses granted by *Customer* to then-existing end users, to use the *Software* as incorporated into the *Project*, shall survive in accordance with such sublicenses' terms.