

MASTER LICENSE AGREEMENT

This Master License Agreement (the “**MLA**”) applies to any Order Form entered into by and between: (i) apoQlar as identified on the Order Form (“**Licensor**” or “**apoQlar**”); and (ii) the Licensee identified on the Order Form (“**Licensee**”), collectively the “**Parties**”, and individually the “**Party**”.

RECITALS

- A. The Licensor has the rights to provide the Ordered Products under the terms of the Agreement;
- B. The Licensee wishes to obtain installation and configuration assistance from Licensor from time to time in connection with the use of the Software;
- C. In consideration of the Licensor providing the Ordered Products and certain ancillary services, the Licensee agrees to pay the Order Fee subject to, and in accordance with, the terms and conditions of the Agreement; and
- D. The Parties wish to set out the terms and conditions between them.

TERMS OF AGREEMENT

1. DEFINITIONS

Unless otherwise specified in the rest of the Agreement, the terms set out below shall have the following meanings:

“**Agreement**” – means this MLA and its Schedules, any applicable technical documents, and any Order Form(s) that reference this MLA.

“**Licensor**” – means apoQlar as identified on the Order Form and its affiliates.

“**Software**” – means the software, as identified on the Order Form more particularly described in Schedule 1 of this MLA (Description of the Ordered Products).

“**Documentation**” – means the documentation belonging to the Software, including in particular the instruction manual and other documents related to the Software, needed for its proper use (including their electronic versions).

“**Hardware**” means the hardware provided by Licensor to Licensee, as identified on the Order Form and more particularly described in **Schedule 1** of this MLA, it is being understood that any references to Hardware hereunder shall apply only to the extent that Licensee orders the Hardware specifically identified on the Order Form. In no event shall the terms Hardware and Licensee’s Hardware, as defined below, have the same meaning.

“**Ordered Products**” – means the ordered products under the Order Form that correspond to the Software and Hardware listed therein.

“Order Form” – means an order form entered into between the Licensee and the Licensors for the provision of the Ordered Products.

“Effective Date” – means the date of the last signature on the Order Form.

“Territory” – means the Territory for which Licensors grants the License to the Licensee as defined in the Order Form.

“License” – means a non-exclusive, revocable, non-sublicensable, non-transferable, fixed-term license for the Software and Documentation, specifying the terms of use of the Software by the Licensee that are valid for a certain number of accounts.

“License Period” – means the specific license period, defined in the Order Form, that shall commence one (1) day after Licensors activates Licensee’s License to the Software.

“Purchased Account(s)” – mean(s) the number of accounts purchased by the Licensee as defined in the Order Form.

“Licensee’s Access Codes Email” – means the unique email address provided by the Licensee in the Order Form for the receipt of all required activation information related to the Software and the Documentation.

“Purpose” – means the provision of the Ordered Products by the Licensors to the Licensee, and the Software’s installation, configuration, and the maintenance.

“Specification” – means the description of functional parameters of the Ordered Products in **Schedule 1** of this MLA.

“Order Fee” – means the Order Fee defined on the Order Form.

“Permitted use of the License” – means the Permitted use of the License defined in the Order Form.

“Licensee’s Hardware” – means the hardware owned by the Licensee, necessary for the proper implementation and use of the Software, including but not limited to, computers, laptops, notebooks, tablets, and medical devices.

“Updates” – means the Software updates in order to remove defects and improve the product.

“User” – means the user account assigned to a specific natural person.

“Force majeure” – means all circumstances independent of the Parties, such as natural disasters, measures taken by the authorities, decisions of the authorities, blockades, epidemics and pandemics, wars and other military conflicts, mobilization, internal unrest, terrorist attacks, strikes, lock-outs, property confiscations, embargoes and other unpredictable and extraordinary circumstances which are not at fault of the Parties and have occurred after the conclusion of the Agreement.

“Know-how” – means any methods, techniques, processes, discoveries, inventions, innovations, unpatentable processes, technical information, specifications, recipes, formulae, materials, molecules, genes, proteins, regulatory elements, designs, plans, documentation, drawings, data and other technical information, which is secret, substantial and identified or at least identifiable that is to say, described or is able to be described in a sufficiently comprehensive manner.

“Confidential information” – means all and any information, Know-how, and data (oral, written, graphic, demonstrative, electronic or otherwise) of the Licensor which is marked as “Confidential” or if disclosed orally be confirmed in writing within thirty (30) days of such disclosure. Confidential Information further includes information relating to the Licensor’s business, technology, intellectual property, and products, and shall further include without limitation, ideas, concepts, data, protocols, trade secrets, standard operating procedures, strategic business plans, product forecasts, communications with government entities, financial information, pricing information, personnel information, and other commercially sensitive or proprietary information or materials. Confidential Information shall also include, without limitation, all information created or generated by or on behalf of the Licensee using the information, or any part thereof, disclosed by the Licensor. The Parties agree that the existence, terms and conditions of the Agreement, and the Parties’ discussions before the execution of the Agreement, shall also be considered Confidential Information and shall also include all information related to the apoQlar’s products, intellectual properties, e.g. specific know-how on the Products, technical solution details of the techniques and algorithms used for re-imaging of medical data and related information.

“IP right” – means any Confidential Information, Know-how, patents, patent applications, copyright, trademarks, service marks (whether registered or not), domain names, meta tags, design rights, moral rights, semiconductor layout rights, rights relating to computer software, registered designs, database rights and rights in databases and any similar property rights, other industrial or intellectual property rights, including those subsisting in any part of the world in inventions, unregistered designs, drawings, computer programs, utility models, petty patents, trade secrets, test or development results, business names, goodwill and the style or presentation of goods or services and in applications for protection of any of the above rights subsisting anywhere in the world.

“Personal Data” – means information identifying or, in combination with other information, identifiable to a living individual, including research subjects and other individuals participating in or associated with the Agreement, and any other information defined as personal data in or protected otherwise by the applicable data protection laws.

2. GRANT OF ORDERED PRODUCTS

2.1. **License.** For the Term of the Agreement, the Licensor hereby grants to the Licensee the License to use, install, and operate the Software and Documentation for the total number of Purchased Accounts, as identified on the Order Form and described in Schedule 1 of this MLA. This License also applies to the updates to the Software and Documentation, but in no event shall it include the source code release.

In addition to the foregoing, the Licensee may:

- (a) install, use, execute, and copy the Software for any backup, archival, and emergency purposes and any internal, non-production purpose of Licensee including for test, development, and training;
- (b) allow any third-party outsourcer or service provider to install, use, execute, and copy the Software solely in connection with its provision of services to the Licensee. The Licensee shall reproduce and include the copyright or other restrictive and proprietary notices and markings from the original and all copies. All copies are subject to the terms of the Agreement.

2.2. **Ownership and Proprietary Rights.** Subject to the rights granted herein, as between the Licensor and the Licensee, the Parties acknowledge that the Licensor retains all right, title, and interest in and to:

- (a) the Software and Documentation;
- (b) any upgrades or improvements made to the Software regardless of the Party who made them.

The Licensee acknowledges that it neither owns nor acquires any right in and to the Software not expressly granted by the Agreement.

2.3. **Parameters of the Software.** The Licensor grants the Licensee the License to use the Software and its associated Documentation, only in the following manner. It is understood that in no event shall Licensor and any of its service providers' public statements, marketing or advertising materials, and other similar forms of communication, be construed as a binding determination of the parameters of the Software. The use of the Software and its Documentation, if left unaltered by Licensee, is solely for the: (i) Purposes set forth in the "Permitted use of the License" clause on the Order Form; (ii) Reproduction of the Software only to the extent necessary for Licensee's implementation and use of the Software by Licensee and/or Licensee's agents, affiliates, parent companies, and subsidiaries; and (iii) Processing data entered by the Licensee.

2.4. **Restrictions on the License.** The Licensee shall not:

- (a) implement or use the License outside of the Territory;
- (b) subject to clause 2.1 of this MLA, rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software, or any features or functionality of the Software, to any third party for any reason;
- (c) copy the Software (except for one (1) backup copy, if necessary, to secure the future use of the Software, however, the simultaneous use of backup copy and the Software, as well as the use of backup copies for purposes other than the replacement of the original Software, is not permitted);
- (d) modify, translate, adapt, create extensions of, or otherwise create derivative works or improvements, whether or not patentable, of the Software unless otherwise required by law;
- (e) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Software or any part thereof;
- (f) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Software; or
- (g) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, and/or any other intellectual property or proprietary rights notices from the Software, including any copy thereof.

2.5. **Software Account.** Licensor may provide Licensee with an account in accordance with the provisions of Schedule 4 of this MLA.

2.6. **Hardware Provision.** In accordance with the terms of the Agreement, Licensor shall provide the Licensee with the Hardware as identified on the Order Form. The Licensee's use, access, and

implementation of the Hardware shall be governed by the terms and conditions of use of such hardware issued by the applicable Hardware manufacturer.

Licensor shall deliver the Hardware at the Licensee's Delivery Address, and the Licensee agrees to purchase or rent the Hardware as identified in the order form in accordance with the Governing Terms.

If the hardware is rented to the Licensee, upon the expiration or termination of the Rental Period, Licensee shall return the Hardware to the Licensor no later than sixty (30) days after such event. Failure to return the Hardware within this period, without legitimate cause (such as Force Majeure Events or other agreed-upon circumstances), shall result in the Licensee paying the full Purchase Price of the unreturned Hardware. The assessment of the occurrence of a legitimate cause shall be determined by the Licensor in a reasonable and fair manner and shall be communicated to the Licensee in good faith.

3. TERM AND TERMINATION

- 3.1. **Term.** The Agreement shall come into force on the Effective Date and shall continue for the Initial Term identified on the Order Form unless terminated earlier in accordance with the terms of the Agreement. Thereafter, the Initial Term may be extended as set forth in the Order Form or on terms to be agreed in a writing signed by the Parties. The Initial Term, as may be earlier terminated or extended pursuant to this clause, shall be referred to herein as the ("**Term of the Agreement**").
- 3.2. **Automatic renewal.** The Term of the Agreement shall be automatically extended for additional 12-month periods, provided that neither Party terminates this Agreement by providing a written notice (e-mail shall be deemed sufficient) to the other Party not later than thirty (30) days prior to end of the Initial Term or any subsequent term. Subject to the foregoing, Licensee may terminate this Agreement by providing written notice to Licensor at support@apoqlar.com.
- 3.3. **Termination.** Neither Party may terminate the Agreement without cause, provided, however, that in the event of a material breach of any of the terms of the Agreement, the non-breaching Party may terminate the Agreement by giving written notice to the breaching Party, provided further, that the breaching Party shall have failed to cure such breach within thirty (30) days after having received written notice of such breach from the non-breaching Party.
- 3.4. **Termination on Licensee's Default.** The occurrence of any one or more of the following events shall be deemed to be a default hereunder upon which the Licensor shall have the right, at Licensor's option, to immediately terminate the Agreement:
 - (a) The Licensee violates any of the restrictions listed in clause 2.4 of this MLA;
 - (b) The Licensee fails to perform any of its obligations under the Agreement;
 - (c) The Licensee violates the provisions set forth in the "Licensee's Confidentiality Obligations" clause of this MLA; or
 - (d) The Licensee fails to make payment of any applicable fees to Licensor.
- 3.5. **Effect of Termination.** Upon termination of the Agreement, all rights granted to Licensee hereunder shall also terminate. The Licensee must cease any and all use of the Ordered Products and delete all copies of the Software from its devices. Termination shall not affect the rights of the

Licensee on the Hardware once the purchase of such Hardware is completed in accordance with the Agreement. In the event of rented Hardware, if such Hardware is not returned within the time specified in the Order Form upon expiration or termination of the Rental Period defined therein, the rights and obligations of the Parties arising from the unreturned Hardware shall remain in effect. Termination shall not limit any of the Licensor's rights or remedies at law or in equity.

4. PAYMENT

- 4.1. **Order Fee.** In consideration of the Ordered Products granted to Licensee and the performance of Licensor's obligations hereunder, Licensee shall pay to Licensor the Order Fee identified on the Order Form. The Order Fee shall be payable within thirty (30) days of Licensee's receipt of an invoice from Licensor and is incorporated herein by this reference. The Order Fee shall be paid by Licensee to Licensor in full without any set-off, counterclaim, deduction or withholding unless required by law. The Order Fee shall be paid via direct wire transfer to the Licensor's bank account as specified in Licensor's invoice. Licensor reserves the right to adjust the Order Fee in response to changes in the applicable tax rates on its goods and services.
- 4.2. **Ancillary Costs.** Licensee shall, at its sole expense, pay for the cost of data transmission, internet access, and the Licensee's Hardware necessary to operate the Software. Unless otherwise specified herein, Licensor shall not be responsible for providing any of the aforementioned services.
- 4.3. **Late Payments.** If any undisputed invoice remains unpaid for thirty (30) or more days after it is due, Licensor may charge the Licensee a late fee equal to the lower of one and one-half percent (1.5%) per month or the highest rate allowable by law from the due date until such amount is paid in full.
- 4.4. **Audit rights.** Licensee will keep accurate and complete records relating to its activities under the Agreement, including, but not limited to, the installation and use of the Software and other information necessary to demonstrate Licensee's compliance with the Agreement (the "**Records**"). Licensee agrees to maintain such Records during the Term of this Agreement and for ten (10) years following the termination or expiration of the Agreement. Within ten (10) business days following Licensor's written request, Licensee will certify to the Licensor in a writing signed by a Licensee's officer that Licensee's use of the Ordered Products comply with the terms of the Agreement and will provide the Licensor with any Records the latter specifies in such request. In addition, within ten (10) business days following Licensor's written request, Licensor may audit the Licensee's Records and the latter's use of the Ordered Products at the Licensee's applicable facility during normal business hours and subject to the Licensee's reasonable facility security requirements. The Licensor may have the audit conducted by a qualified third party, which shall enter into a confidentiality agreement with the Licensee. Licensor shall pay the costs for such audit unless the audit finds a lack of compliance by the Licensee of five percent or more over Licensee's licensed capacity, in which case Licensee will reimburse Licensor for the costs of such audit within thirty (30) days of receiving an invoice from Licensor. If Licensor's review and audit of Licensee's Records reveals that Licensee has exceeded the scope of the License to the Ordered Products, Licensor's remedies will be as set forth in the Agreement, or available at law.

5. LICENSOR'S OBLIGATIONS

- 5.1. **Delivery, Installation and Configuration.** Licensor shall use reasonable endeavors to deliver, install, and configure the Software for Licensee's intended use no later than ten (10) days after Licensor's receipt of payment for the License.
- 5.2. **Access Codes.** No later than ten (10) business days after the Effective Date, Licensor shall provide the Licensee's Access Codes Email with all required activation information. The License Period shall commence one (1) day after Licensor activates Licensee's License to the Software (the "**License Term Start Date**").
- 5.3. **Hardware provision.** Licensor shall use reasonable endeavors to ship and deliver the Hardware to the Licensee in accordance with the terms of the Agreement and the Hardware Specifications. Licensor shall be responsible for the cost of shipping and for the export clearance required for the delivery of the Hardware to the Licensee's Delivery Address, defined in the Order Form, or agreed-upon delivery location. Except for the Hardware, the Licensor does not provide any further hardware necessary to use the Software.
- 5.4. **Software Maintenance.** Licensor shall maintain the Software in accordance with the Agreement and the Documentation for the duration of the Term of the Agreement. Detailed provisions regarding the maintenance of the Software are attached and incorporated herein as **Schedule 2** (Service Level Agreement). Furthermore, the Parties hereby agree that:
 - (a) The terms contained in clauses 5.1-5.4 (including any date and time restrictions) of this MLA are subject to the provisions found in the "Force Majeure" clause of this MLA. Licensor shall not be responsible for its failure to provide the services contained in clauses 5.1-5.4 caused by this MLA by any false or incorrect information provided by Licensee that may affect said terms.
 - (b) The Licensor provides to address errors of the Software, no later than within 10 (ten) business days from the date of reporting the error. This obligation extends to errors caused by inherent causes in the Software but excludes the Licensor's liability for damages foreseen by the "Limitation of Damages" clause and for instances resulting from the Licensee's obligation according to the "Licensee's Obligations" clause of this MLA.

6. LICENSEE'S OBLIGATIONS

- 6.1. **Obligation to notify Licensor.** Licensee shall notify Licensor of any failures, disruptions, or errors that Licensee experiences with the Software and shall support Licensor in determining the cause of the error, disruption, or failure. Licensee shall assist Licensor in curing any error, disruption, or failure by communicating to Licensor any error message and other data protocols received as a result of the error, disruption, or failure of the Software.
- 6.2. **Security.** Licensee shall put forth its best efforts to secure all Proprietary Data and Confidential Information and to protect the Ordered Products and the Licensee's Hardware from any viruses, Trojan horses, and other malicious software. Licensee agrees to protect the Ordered Products and the Licensee's Hardware from unauthorized access by Licensee's personnel, affiliates, agents, and third parties.
- 6.3. **Feedback.** Upon written request from Licensor, Licensee shall provide Licensor with feedback regarding Licensor's research and development of new Software features and improvement of the Software's current existing features.

- 6.4. **Use of the hardware.** The Licensee warrants that the hardware at its disposal is fully functional and fit for the installation of the Software on it. Upon delivery of the Hardware to Licensee, all risk of loss and liability, including, but not limited to, all costs and expenses arising from the storage, handling, or any other matter related to the Hardware at Licensee's premises, shall be transferred from Licensor to Licensee, except as otherwise provided in this MLA. Licensee is fully responsible for compliance by the Licensee, its employees, agents, affiliates, and/or third parties, with the terms and conditions of use of the Hardware issued by the applicable Hardware manufacturer.
- 6.5. **Hardware Receipt.** Without prejudice to the foregoing, it is agreed that within seven (7) days of receipt of any Hardware, Licensee shall inspect the shipment and notify Licensor of its rejection of any Hardware within the shipment. Hardware may be rejected only to the extent that:
- (a) The quantity shipped exceeds the applicable Hardware Purchased Amount identified on the Order Form (“**Excess Hardware**”); and/or
 - (b) The Hardware is damaged, defective, or altered from its Specifications within Schedule 1 of this MLA and/or the terms and conditions of use of the Hardware issued by the applicable Hardware manufacturer (the “**Damaged Hardware**”)
- (the Excess Hardware and the Damaged Hardware are collectively referred to as the “**Rejected Hardware**”).
- If Licensee fails to notify Licensor of such rejection within the said seven (7) day period, Licensee shall be deemed to have accepted the shipment and delivery of any Hardware not so rejected (“**Accepted Shipment**”).
- 6.6. **Hardware Assistance.** The Licensee shall direct all queries related to any hardware, including the Hardware provided by Licensor, utilized for the installation and/or use of the Software, solely to the applicable hardware manufacturer, and the latter shall be responsible for providing due assistance and follow-up instructions, in accordance with the terms and conditions of use of the hardware, and the hardware warranty, both of which are issued by the applicable hardware manufacturer.
- 6.7. **Data Privacy Compliance.** The Licensee shall be solely responsible for compliance with the Data Protection Laws relating to the use of any of the Licensor's products, in particular with regard to having a legal basis for Processing and for transferring the Personal Data of third parties.

7. PROPRIETARY DATA AND CONFIDENTIALITY

- 7.1. **Disclosure and Transfer of Proprietary Data.** Licensor shall furnish to Licensee its “Know-how” related to the Software, owned by Licensor or under Licensor's control, relating to the implementation and use of the Ordered Products (the “**Proprietary Data**”) in a form sufficient to enable Licensee to implement and use the Ordered Products.
- 7.2. **Licensee's Confidentiality Obligations.** Licensee agrees, for itself and all persons retained or employed by Licensee in the use of the Ordered Products:
- (a) to hold in confidence and not to use or disclose to others any Confidential Information, IP, trade secrets (as defined by the Governing Law) of the Licensor or other information, including without limitation the Proprietary Data, in whatever form disclosed as a result of, or in connection

with, the Agreement that is marked as confidential or would be regarded as confidential by a reasonable business person;

(b) shall not use Confidential Information except as set out in the “Mutual Confidentiality Obligations” clause of this MLA; and

(c) that any use or disclosure of Licensor’s Confidential Information in contravention of the Agreement shall be considered a serious breach of the Agreement which shall cause immediate, substantial and irreparable harm to the Licensor, for which monetary damages would not be a sufficient remedy, and in addition to other remedies, the Licensor shall be entitled to equitable relief, including an injunction and specific performance.

“Confidential Information” shall not include information of or about Licensor which:

(d) at the time of disclosure, was published, known publicly, or otherwise in the public domain;

(e) after disclosure, is published, becomes known publicly, or otherwise becomes part of the public domain through no fault of Licensee or any of its sublicensees;

(f) prior to the time of disclosure, is known by Licensee or, after disclosure, is independently developed by Licensee or any of its sublicensees;

(g) after disclosure, is made available to Licensee or any of its sublicensees by a third party who is under no obligation of confidentiality or secrecy to Licensor; and

(h) at the time of the disclosure, it is required by law, a court, or a governmental order, provided that the Licensee may make such disclosure after providing Licensor with reasonable notice in writing (if permitted) so that Licensor may seek protective relief.

The Licensee’s confidentiality obligations set out in the Agreement shall remain unaffected by the Term of the Agreement and shall remain valid for a period of five (5) years, save no permanent confidentiality obligation is provided for by law or contract.

7.3. Mutual Confidentiality Obligations. Except as expressly provided otherwise in the Agreement, each Party agrees as follows:

(a) to use the Confidential Information only for the purposes described herein;

(b) that such Party will not reproduce the Confidential Information and will hold in confidence and protect the Confidential Information from dissemination to, and use by, any third party;

(c) that neither Party will create any derivative work from Confidential Information disclosed to such Party by the other Party;

(d) notify the other Party without undue delay in writing if it becomes aware of any unauthorized use or disclosure of the Confidential Information and shall, upon the request of the other Party, take all reasonable measures to prevent another unauthorized use or disclosure of the Confidential Information;

(e) to restrict access to the Confidential Information to such of its personnel, agents, subcontractors, and/or consultants, if any, who have a need to have access, and in such a case, the Party is responsible for all actions and omissions of its personnel, agents, subcontractors, and/or consultants as for its own actions and omissions;

(f) destroy saved data as soon as it is not needed, unless a provision of the law demands the storage of collected data; and

(g) to return or destroy all Confidential Information of the other Party in its possession upon Term of the Agreement.

7.4. **Data Collection.** Licensee hereby agrees that Licensor may use any data collected from Licensee's use of the Software (such as MRI, CT, SPECT CT, PET, CBCT) in anonymized form in furthering the development of mixed reality glasses and the Software in use (machine learning), as well as for training, technical, and marketing purposes (including use in demonstration versions of the Software, publishing in social media and on Licensor's websites etc.). The Parties agree that such anonymized imaging data does not constitute Confidential Information and its use will not constitute a breach of the Agreement's provisions regarding confidential information.

7.5. **Cooperation.** Licensor and Licensee both recognize that the continued value of the Proprietary Data depends on the preservation and enforcement of the trade secrets, copyrights, and other proprietary interests therein. Therefore, Licensor and Licensee agree, for their mutual benefit, to apply their reasonable efforts to protect and to defend the trade secrets and copyrights in the Proprietary Data. Licensor and Licensee shall each take reasonable steps to ensure that all persons afforded access to the Proprietary Data protect the Proprietary Data against unauthorized use, dissemination, disclosure, reproduction, or distribution. The Licensee shall impose and enforce consonant restrictions upon any sublicensees of the Proprietary Data. Furthermore, the Licensor and Licensee shall each reproduce and include in all copies of Proprietary Data the appropriate copyright and trademark legends (as applicable) and proprietary restrictions.

The provisions found in clauses 7.1 to 7.6 of this MLA shall survive the Term of the Agreement (regardless of the reason for termination) for a period of one (1) year after said termination.

7.6. **Personal Data Protection.** In exercising its rights and performing its obligations under the Agreement, each Party agrees to comply with all applicable obligations under applicable data protection laws. The Licensee warrants that any data employed in connection with the Licensee's use of the Software has been securely anonymized and does not fall within the definition of personal data under applicable data protection laws. Parties hereby agree that Licensee will not transfer to the Licensor or provide the Licensor with access to any Personal Data in connection with the Agreement, except for:

(a) Personal Data for which the Licensee has entered into a data processing agreement (the "DPA") with the Licensor. It is the responsibility of the Licensee to ensure that the processing of Personal Data provided for the use of the Software complies with all applicable data protection laws and any relevant codes of practice, and any individual whose Personal Data is provided must consent to the provision of such data prior to entering into the DPA.

(b) Personal Data related to the Party's authorized representative(s), and authorized contact person(s) disclosed with the other Party in adherence with the applicable data protection laws. In such case each Party shall act as an independent data controller for the purposes of fulfilling the Party's obligations and exercising their rights, providing information to the other Party and complying with the Party's applicable legal and auditing requirements.

8. INTELLECTUAL PROPERTY (“IP”)

- 8.1 **IP Safeguard.** The Licensor has the right to control and protect its IP rights, including through the use of mechanisms for checking the legality of serial or license keys and identification marks of the Software used by Licensee.
- 8.2 **Licensor’s Use of Licensee Trademarks.** Except as otherwise provided in the Order Form, Licensee hereby grants to Licensor a non-exclusive, non-transferable, royalty-free, worldwide license to reproduce and display the Licensee’s Trademarks (colored and greyscale version) attached in Schedule 5 of this MLA in connection with the promotion, marketing and distribution of Licensor’s products and services on its homepage (www.apoqlar.com), social media (e.g. LinkedIn, Facebook, Twitter, etc.), newsletters and other related digital media. Licensor’s use of Licensee’s Trademarks shall be limited to the sole purpose of marketing and advertising Licensor’s products and services. Licensor acknowledges and agrees that Licensee is the sole owner of all right, title, and interest in and to the Trademarks, and all such right, title and interest shall remain with Licensee. Licensor shall not contest, dispute, challenge, oppose or seek to cancel Licensee’s right, title, and interest in and to the Trademarks. Licensor is not permitted to make any changes or alterations to the Trademarks specified and shown in Schedule 5 of this MLA. Upon termination of the Agreement, Licensor shall immediately cease any and all use of the Trademarks within no less than two (2) weeks after termination. Licensee authorizes Licensor to make its business relationship with Licensee hereof known for advertising purposes.
- 8.3 **Intellectual Property Rights in the Software.** Licensee hereby acknowledges and agrees that it is granted no rights under this MLA except as expressly stated in the Agreement and that Licensor expressly reserves and retains all Intellectual Property Rights and its other rights in and to the Software and the Documentation. Licensee shall, at the expense of the Licensor, do or procure to be done:
- (a) all such steps as Licensor may reasonably require assisting Licensee in maintaining the validity and enforceability of any of Licensor’s Intellectual Property Rights; and
 - (b) all such further acts and things (including the execution of documents) as Licensor shall require giving Licensee the full benefit of the Agreement and to give effect to its terms.

Without prejudice to any right of Licensee or any third party to challenge the validity of any of Licensor’s Intellectual Property Rights, the Licensee shall not do or authorize any third party to do any act which would or might invalidate or be inconsistent with any of Licensor’s Intellectual Property Rights and shall not omit or authorize any third party to omit to do any act which, by its omission, would have that effect or character

9. REPRESENTATIONS AND WARRANTIES

- 9.1. **Mutual Representations.** Each of the Parties hereby represents, warrants and covenants that:
- (a) it is free to enter into the Agreement and has all rights and authority required to perform its obligations hereunder;
 - (b) it has the necessary knowledge, experience and qualified team of employees and/or consultants, as well as adequate organizational and technical capabilities to achieve the Purpose of the Agreement, and

(c) it is not subject to any conflicting obligations which will or might prevent it from or interfere with the performance of its obligations hereunder.

9.2. **Software Parameters**. Licensor is not obliged to keep to any parameters of the Software that are not indicated in the Documentation. Any commitment by Licensor to the contrary cannot be derived in particular from other descriptions of the Software in public statements of Licensor, marketing and advertising materials, unless Licensor has explicitly confirmed such commitment to Licensee in writing. Furthermore, the Licensor is entitled to make changes to the Software in the form of updates as approved in the market, however, such entitlement does not in any way oblige the Licensor to introduce amendments to the Software.

9.3. **Disclaimer of Software Warranties**. To the maximum extent permitted under the Governing Law, Licensor, on its own behalf and on behalf of its affiliates, expressly disclaims all warranties, whether implied, statutory, or otherwise, with respect to the Software, including all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage, or trade practice. To the fullest extent permissible under the Governing Law, the Software is supplied on an “as is” and “as available” basis and without limitation to the foregoing, Licensor provides no warranty or undertaking, and makes no representation of any kind that the Software will achieve any unintended results, be compatible, or work with any other software, any hardware, applications, systems, or services, operate without interruption or errors, meet any performance or reliability standards, or be error-free, or that any errors or defects can or will be corrected, or that the Software is free of viruses or other harmful components. Nevertheless, Licensor shall use reasonable efforts, in good faith, to remedy any errors in the Software no later than ten (10) business days after Licensor is notified in writing of the error (although Licensee acknowledges and agree that certain errors may take longer to remedy).

9.4. **Warranties for any hardware**. Licensee warrants that it has in its possession (or shall obtain) the hardware necessary for the installation and use of the Software. Licensee further warrants that the hardware in its possession is fully functional and capable of providing the functions necessary for Licensee’s intended use of the Software. Furthermore, for the Purpose of the Agreement the provisions of this clause shall also apply:

(a) **Hardware Replacement**. In accordance with clauses 6.4 to 6.6 of this MLA, Licensee shall return the Rejected Hardware to the Licensor at the expense of the Licensee in compliance with the terms and conditions of the Hardware warranty issued by the applicable Hardware manufacturer. Licensee shall provide Licensor with appropriate documentation of the Damaged Hardware including product code and the nature of the defect. Licensor shall have sixty (60) days after receipt of a notice from the Licensee of rejection of the Hardware to replace it, provided, however, that in lieu of replacing the Rejected Hardware, Licensor may instead elect by mutual agreement with Licensee to: (i) refund the Licensee for the applicable Total Item Fee of the Hardware identified on the Order Form; or (ii) grant the Licensee, for the Ordered Products of the next order, a discount corresponding to value of the applicable Total Item Fee of the Hardware identified on the Order Form.

(b) **Failure of any hardware**. Without prejudice to the “Assistance with any hardware” clause of this MLA, in the event of any technical disruption, malfunction, or interruption regarding the Licensee’s utilization of any hardware, including the supplied Hardware, for the installation and use

of the Software resulting from the applicable hardware manufacturer's acts or omissions (the "**Failure of any hardware**"), Licensor additionally undertakes to reasonably cooperate with the Licensee and, to the extent possible, to mutually agree on the appropriate technical solution to assist the Licensee in remedying the Failure of any hardware. Notwithstanding the foregoing, it is hereby agreed that in no event shall Licensor be responsible for the Failure of any hardware, including the Hardware, which is always intended to be beyond Licensor's control.

(c) **Hardware Return Expenses.** In no event shall Licensor be liable for any expenses associated with Licensee's return of the Hardware, which expenses shall be borne by Licensee. Licensee shall also bear the cost of any other return or replacement of the Hardware resulting from Licensee's acts, omissions or negligence.

(d) **Exclusive Warranty.** With respect to the sole Hardware, and except as provided in the "Hardware Replacement" clause hereof, Licensee's exclusive remedies arising out of or related to the Agreement shall be provided by the terms and conditions of use of the Hardware and the Hardware Warranty, both of which are issued by the applicable Hardware manufacturer. With respect to the hardware in Licensee's possession for the installation and use of the Software, Licensor shall in no event be liable for such hardware except as expressly provided in the Agreement.

9.5. **Disclaimer of Warranties for any hardware.** In no event shall the Licensor on its own behalf nor on behalf of the applicable hardware manufacturer, shall make any representation, statement or undertaking, or give or purport to give any warranty, either express or implied, or undertaking to any person, with respect to or in any way relating to the Hardware or any hardware, its suitability for any particular purpose, its compatibility with any equipment, system or apparatus, its performance characteristics or otherwise, which is in any way inconsistent with, different from, or is misleading or deceptive in any manner and on any terms not expressly permitted by the Agreement.

10. INDEMNIFICATION

10.1. **Licensee's Obligations.** To the extent permitted by law, Licensee agrees to defend, indemnify and hold harmless Licensor, its parent corporation, its respective affiliates, licensors, service providers, officers, directors, employees, agents, successors and assigns from and against any and all claims, damages, judgments, awards, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from:

- (a) Licensee's installation, implementation, and use of and access to the Ordered Products;
- (b) Licensee's violation of any term of the Agreement;
- (c) Licensee's violation of any third party right, including without limitation any intellectual property, property, or data protection right; or
- (d) any claim that Licensee's use or misuse (including but not limited to the intended use in the case of medical devices) of the Ordered Products caused damage to a third party.

This defense and indemnification obligation will survive the termination of the Agreement and Licensee's use of the Ordered Products. Licensee agrees that Licensor shall have the sole right and obligation to control the legal defense against any such claims, demands, or litigation, including the right to select counsel of its choice and to compromise or settle any such claims, demands, or litigation.

10.2. **Licensor's Obligations**. Licensor will defend the Licensee, at the Licensor's expense, against any third-party claim, demand, suit, or proceeding brought against the Licensee by a nonaffiliated third-party alleging that the Software and their Documentation infringes or misappropriates an intellectual property right of the third-party ("**Claim**") and will indemnify the Licensee for and hold the latter harmless from any damages finally awarded to the third-party claimant or agreed to in settlement of the Claim. If the Licensee's use of the Software is enjoined in connection with the Claim or the Licensor believes it reasonably could be enjoined, the Licensor may choose to either modify the Software to be non-infringing (while substantially preserving its utility and functionality) or obtain a license to allow for continued use of the Software or if these alternatives are not commercially reasonable, Licensor may terminate Licensee's right to access and use the Software and refund the amount paid for the Software Total Fees in the Order Form (subject to depreciation on a straight line five-year basis). Notwithstanding the foregoing, the following terms shall apply:

- (a) Licensor will have no indemnification obligation for any Claim arising from or based upon:
 - i. any Excluded Claim;
 - ii. the provisions set forth in the Limitation of Damages clause of this MLA, particularly if the Claim would not have arisen without such act and/or omission;
- (b) The Licensor's obligations under this clause only arise if the Licensee:
 - i. promptly gives the Licensor written notice of such claim;
 - ii. gives the Licensor sole control of the defense and settlement of such claim (provided that the Licensor may not settle such claim that imposes liability on, or contains any admission of fault by the Licensee without Licensee's consent);
 - iii. provides to the Licensor with all available information and reasonable assistance necessary to defend or settle such claim; and
 - iv. has not compromised or settled such claim without the Licensor's written approval.

THE PROVISIONS OF THIS CLAUSE CONSTITUTE THE LICENSOR'S SOLE, EXCLUSIVE AND ENTIRE LIABILITY TO THE LICENSEE, AND ARE THE LICENSEE'S SOLE REMEDY, WITH RESPECT TO THE INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

11. LIMITATIONS OF LIABILITY

11.1. **Excluded Claims**. To the extent permitted by law, the Licensor shall not be liable to the Licensee for:

- (a) Any property damage, loss of profit, cost of procurement of substitute goods or services, loss of or damage to data, loss of use, loss of or damage to reputation or goodwill, business interruption, computer failure or malfunction;
- (b) Any indirect, special, punitive, anticipatory, consequential, exemplary or reliance damages, loss, costs, claims or expenses of any kind;
- (c) Any loss, cost, or damage suffered in connection with the Licensee's use of the third parties' products or service; and/or

(d) Any violations of the terms and conditions of use of any hardware, issued by the applicable hardware manufacturer, caused by the Licensee, its employees, agents, affiliates, and/or third parties.

The foregoing limitations will apply whether such damages arise out of breach of contract, tort (including negligence), or otherwise and regardless of whether such damages were foreseeable, or Licensors was advised of the possibility of such damages (collectively “**Excluded Claims**”).

11.2. Limitation of Damages. Licensors shall not be held liable for damages caused by:

- (a) Software malfunctions caused by Licensee’s misuse of the Software, including, without limitation, the Licensee’s non-compliance with any instructions provided by Licensors regarding the proper purpose and use of the Software;
- (b) Use of the Software in an unlawful or unauthorized manner outside the scope of use specified in the Agreement, including but not limited to the Software’s intended use;
- (c) Unauthorized alterations made to the Ordered Products by Licensee, its employees, agents, affiliates, and/or third parties;
- (d) The use of a prior version of the Software by Licensee, its employees, agents, affiliates, and/or third parties, if use of a newer version of the Software made generally available to the Licensee would have avoided the Claim, following Licensors written notification to Licensee regarding the availability of such newer version (with the email notification or publishing of information or announcements on Licensors website being sufficient for the purpose of providing such notice);
- (e) Use of the Licensee’s intellectual property rights, information, or a third-party solution.
- (f) Mechanical, thermal, chemical, electrical damage (including power line overvoltage);
- (g) Malfunctions of the Ordered Products for which telecommunications network operators, and/or the Hardware’s manufacturers are responsible;
- (h) Lack of functionalities of the Software that are not within the scope of the Software’s Specifications or Documentation;
- (i) The combination of the Software with any third-party products, services or business processes not provided by the Licensors as part of the Software;
- (j) Force Majeure events;
- (k) Cyber-attacks;
- (l) Licensee’s failure to meet the minimal technical requirements for the proper use of the Software;
- (m) Licensee’s failure to take appropriate measures for the minimization of possible damages; and
- (n) Licensee’s failure to maintain back-up copies of the transmitted data in violation of the statutory retention periods for patient data.

11.3. Limitation of Liability. TO THE MAXIMUM PERMITTED BY LAW, AND EXCEPT: (I) AS OTHERWISE SET FORTH IN THE TERRITORY-SPECIFIC TERMS OF SCHEDULE 3 OF THIS MLA, (II) FOR THE EXCLUDED CLAIMS OF THIS MLA, (III) FOR THE PROVISIONS UNDER THE LIMITATION OF DAMAGES CLAUSE OF THIS MLA, AND (IV) FOR THE LICENSORS’S

OBLIGATIONS UNDER THE INDEMNIFICATION CLAUSE OF THIS MLA; THE CUMULATIVE AGGREGATE LIABILITY OF THE LICENSOR, ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE ORDER FEE ACTUALLY PAID TO THE LICENSOR IN THE 6-MONTH PERIOD PRIOR TO THE FIRST CLAIM ARISING.

- 11.4. **Limitations to Individuals.** Insofar as liability is excluded or limited in accordance with the Agreement, this shall also apply to the personal liability of the Licensor and any of its service providers, employees, representatives, bodies and vicarious agents.

12. PUBLICATION RIGHTS

- 12.1. **Publication.** If a product is provided as a free trial, the Licensor shall have the publication rights, described in this section.

- 12.2. **Authorized Studies.** Without prejudice to the Restrictions on the License clause of this MLA, Licensor grants the Licensee the right to conduct academic research studies and analysis of the Licensee's use of the Software, provided that such activities are exclusively intended for academic and non-monetary purposes ("Authorized Studies"). For the purpose of this section, "non-monetary purposes" shall mean Authorized Studies that are not conducted with the primary aim of generating direct financial revenue but may include academic grants or funding from non-commercial sources.

- 12.3. **Licensor's Right to Access.** In consideration of the clause 2 of this section, Licensee concedes the Licensor the right to access and review at any time its Authorized Studies. This right of access includes, but is not limited to, study protocols and anonymized results. For clarity, the right to access the Authorized Studies does not grant the Licensor any control over the scientific process, data analysis, or the final conclusions drawn from the Authorized Studies.

- 12.4. **Licensee's Right to Publish.** Licensor acknowledges the Licensee's right to publish the Authorized Studies, whether favourable or unfavourable to the Licensor. Publications relating to the Authorized Studies may be in oral or written form (hereinafter referred to as "Publication").

- 12.5. **Pre-Publication Review Procedure.** With the scope of protecting the Licensor's legitimate interests in the Software, Licensee shall comply with the following procedure prior to any Publication:

Good Faith Cooperation. Licensee shall cooperate in good faith with Licensor with regard to any Authorized Studies. The Licensee shall have the right to publish the results of its Authorized Studies without the Licensor's prior written consent, unless the Licensee intends to publish such results within 12 (twelve) months following the completion of data collection. For the purpose of this section, "completion of data collection" refers to the point when the Licensee has finished gathering raw data, prior to any analysis or interpretation.

Submission of Draft Manuscript. Prior to Publication, the Licensee shall provide the Licensor with the opportunity to review the draft manuscript resulting from the Authorized Studies. The draft manuscript shall be provided at least 30 (thirty) calendar days before the final submission or any other form of disclosure, in accordance with applicable laws and regulations.

Review for Confidential Information and IP Protection. The Licensee shall submit a draft of the manuscript to the Licensor at least 30 (thirty) calendar days before the intended final submission.

The Licensors may review the manuscript for the purpose of preventing unauthorized disclosure of confidential information or to identify any potential infringement of the Licensors' intellectual property.

Licensors' Request for Deletion. The Licensors shall review the draft manuscript upon its receipt to assess whether its legitimate interests may be prejudiced. Within 15 (fifteen) business days of receiving the draft manuscript, the Licensors may request an extension of the Publication deadline in order to protect or apply for intellectual property or patent rights, provided that any such request for extension must be reasonable and supported by the demonstration of an intellectual property risk. Upon the Licensors' request, the Licensee shall remove any Confidential Information from the manuscript prior to Publication, provided that such deletion shall not impair the scientific integrity or validity of the Authorized Studies.

Licensors' Comments and Suggestions. Within 15 (fifteen) business days following receipt of the draft manuscript, the Licensors may notify the Licensee of any comments on the content of the draft manuscript and/or suggest changes. The Licensee shall reasonably consider and implement such comments or suggestions unless they affect the scientific accuracy, neutrality, or objectivity of the Publication. Upon request by the Licensors, the Publication deadline may be extended by a maximum of 90 (ninety) calendar days to allow the Licensors to secure or apply for intellectual property or patent rights. If the Licensors fail to notify the Licensee within the specified time limits, the Licensee shall be free to proceed with the submission of the draft manuscript for Publication.

5. **Academic Standards.** The Licensee shall adhere to the current academic standards applicable to scholarly work in any Publication. This includes compliance with the authorship guidelines of the Recommendations for the Conduct, Reporting, Editing, and Publication of Scholarly Work in Medical Journals, as established by the International Committee of Medical Journal Editors (ICMJE) (<http://www.icmje.org/icmje-recommendations.pdf>).
6. **Licensors Mention and Sponsor Disclosure.** In the event of Publications, lectures or other public statements in connection therewith, the Licensee shall acknowledge the Licensors' involvement in its research and shall disclose the sponsor(s) who supported the realization of every such Publication, in accordance with applicable disclosure requirements.

13. MISCELLANEOUS

- 13.1. **Survival.** The rights and obligations of the Parties which, by their nature must survive the Term the Agreement in order to achieve its fundamental purposes, including, without limitation, the provisions of clauses 5-11 of this MLA. All such clauses shall survive the Term of the Agreement.
- 13.2. **Assignment.** Licensee shall not assign, transfer, or subcontract any portion of the Agreement without Licensors' express written consent. The Licensors shall be able to assign, transfer or subcontract any portion of the Agreement.
- 13.3. **Resale.** If the Licensee enters into an order form for the Ordered Products with an authorized apoQlar partner ("**Partner**"), such document will constitute the Order Form under this Agreement and the Licensee's payment obligations hereunder will be due to the Partner, provided that any transactions between the Licensee and the Partner for other products and services (such as services provided by the Partner or another third-party provider sold by the Partner) shall not be a part of the Agreement. The License use of the Ordered Products will be governed by the terms of

this MLA, notwithstanding any additional or conflicting terms in the order form between Licensee and Partner. For clarity, save where expressly permitted by this MLA, should any term included in Partner's order form or other standard sales documentation vary or conflict with the provisions on the License use of the Ordered Products of this MLA, the provisions of this MLA shall always prevail. Non-payment of fees owed to a Partner under such order form will constitute a material breach of the Agreement.

- 13.4. **Notices.** All notices required by or relating to the Agreement shall be in writing and shall be sent by means of certified mail, postage prepaid, to the Parties to the Agreement and addressed as specified on the Order Form, or addressed to such other address as that Party may have given by written notice in accordance with this provision. The effective date of such written notice shall be five (5) business days from the date postmarked. All notices required by or relating to the Agreement may also be communicated electronically or by facsimile, provided that the sender receives and retains confirmation of successful transmittal to the recipient. Such notices shall be effective on the date indicated in such confirmation. If either Party delivers any notice hereunder by means of facsimile transmission in accordance with the preceding sentence, such Party will promptly thereafter send a duplicate of such notice in writing by means of certified mail, postage prepaid, to the receiving Party, addressed as set forth above or to such other address as the receiving Party may have previously substituted by written notice to the sender.
- 13.5. **Severability.** If any provision is held to be invalid or unenforceable by a court of competent jurisdiction, this shall not affect other provisions of the Agreement and the provisions held to be invalid or unenforceable shall be deemed amended as to render them enforceable as nearly as possible to the original intentions of the Parties. The Parties each acknowledge that the Agreement was fully negotiated by the Parties and, therefore, no provision of the Agreement shall be interpreted against any Party because such Party or its legal representative drafted such provision. Each Party to the Agreement had the opportunity to consult with legal counsel regarding the rights and obligations under the Agreement and has thoroughly reviewed the Agreement.
- 13.6. **Waiver.** No waiver under the Agreement shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described therein and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder shall not be deemed a waiver of that right.
- 13.7. **Force Majeure.** Neither Party shall be responsible for failure to fulfill its obligations due to any event or circumstance of Force Majeure, so long as such Party is using its best efforts to remedy such failure or delays. A Party's failure to fulfill its obligations due to causes beyond its reasonable control shall not constitute a breach of the Agreement and any dates or deadlines specified herein shall be appropriately extended by the duration of the Force Majeure event. Nevertheless, the Parties shall, in good faith, exercise the utmost diligence in order to reduce the effects of any force majeure event and bring the event to a close as soon as possible. Should either Party find that its performance of its obligations under the Agreement is impaired by any Force Majeure event, the affected Party shall immediately notify the other Party in writing of the event. Should either Party's performance of its obligations under the Agreement be prevented due to a Force Majeure event for a period

exceeding thirty (30) consecutive days, the Parties shall, in good faith, meet confer to consider the termination of the Agreement.

- 13.8. **Governing Law.** This MLA, the Order Form, and the Parties' relationship under the Agreement will be interpreted under and governed by the laws of the applicable jurisdiction set forth in the Territory-Specific Terms ("**Governing Law**") identified on Schedule 3 of this MLA, without regard to the choice or conflicts of law provisions of any jurisdiction. The Agreement will not be subject to the United Nations Convention on Contracts for the International Sale of Goods (CISG). Any disputes, actions, claims or causes of action arising out of or in connection with the Agreement or the Parties' relationship under it will be subject to the exclusive jurisdiction of the applicable courts identified in the Territory-Specific Terms. Both Parties hereby irrevocably consent to the exclusive jurisdiction of and venue in such courts and waive any right to a jury trial in any such proceeding. In any dispute, the prevailing Party will be entitled to recover its cost of enforcing its claim, including reasonable attorney fees.
- 13.9. **Scope, Amendment, and Interpretation.** The Agreement sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof, and neither Party shall be bound by any conditions, inducements or representations other than as expressly provided for herein. Furthermore, the Parties specifically agree that:
- (a) Any language or provisions contained on either Party's website or product schedule or contained in any "shrinkwrap" or "clickwrap" agreement, shall be of no force and effect and shall not in any way supersede, modify or amend the Agreement. The Agreement may not be amended or modified except in a writing duly executed by authorized representatives of each Party; and
 - (b) In the event of a conflict between or among any terms of the Agreement, the following order of precedence shall apply: (i) the DPA, but only limited to the processing of Personal Data as per the "Personal Data Protection" clause of this MLA; (ii) the Order Form(s), but only with respect to the terms specifically indicated in such Order Form(s); (iii) this this MLA and its Schedules; and (iv) any other document incorporated into the Agreement.
- 12.9 **No Partnership or Agency.** Nothing in the Agreement shall constitute or be deemed to constitute a partnership or joint venture between the Parties, an agency relationship, or authorize any Party to make or enter into any commitments for or on behalf of any other Party.
- 12.10 **Headings.** Section headings used herein are for convenience only and shall not affect the interpretation or the construction of the Agreement or of any provision hereof.
- 12.11 **Counterparts; Electronic Execution.** The Agreement may be executed and delivered electronically and/or in hardcopy, in one document or in counterparts, each of which shall be deemed a duly delivered original and all of which together shall constitute one and the same instrument. Electronic, pdf, or scanned signatures shall constitute originals.
- 12.12 **Schedules.** Schedules to this MLA constitute its integral part.

List of Schedules:

Schedule 1 – Description of the Ordered Products

Schedule 2 – Service Level Agreement

Schedule 3 – Territory-Specific Terms

Schedule 4 – Account

Schedule 5 – Licensee Trademarks

Schedule 6 – DPA

SCHEDULE 1

DESCRIPTION OF THE ORDERED PRODUCTS

1.01. Medical Devices

1.01.1. “VSI HoloMedicine® – means the medically certified software platform that transforms medical images, clinical workflows and medical education into a 3D mixed reality environment. The product’s intent of use is defined in the Instructions for Use (“IFU”) and at the product label of the application. The IFU is accessible via the knowledge base. The access will be retrieved during the onboarding process.

THE FOLLOWING APPLIES TO VSI HOLOMEDICINE®: THE PRODUCT MAY ONLY BE USED IN ACCORDANCE WITH THE IFU. THE LICENSEE IS SOLELY RESPONSIBLE FOR ENSURING THAT ANY USE COMPLIES WITH THE INTENDED USE AS DEFINED IN THE IFU, ALL APPLICABLE LAWS, REGULATIONS AND STANDARDS. THE LICENSOR EXPRESSLY DISCLAIMS ANY LIABILITY FOR THE USE OF THE PRODUCT OUTSIDE OF THE SCOPE AS DEFINED BY THE INTENDED USE, INCLUDING BUT NOT LIMITED TO ANY DAMAGES, LOSSES, OR LEGAL CLAIMS, ARISING FROM SUCH MISUSE, PURSUANT TO .SECTIONS 10.1. (D) AND 11.2 (B) OF THE MLA.

Scope of the Software. Licensor’s Software in the scope of VSI HoloMedicine®, is intended for research and training purposes; as long as the Software is a medical device (but not before Licensor has obtained approval for the sale of medical devices as set out in the Agreement) - it can also be used for medical purposes. The Software consists of: VSI Manager and VSI HoloMedicine®.

EU Specific Terms. If Territory is one member state of the European Union, the Software is a Class I medical device as defined by the Council Directive 93/42/EEC of June 14, 1993 and may only be used in accordance with its intended purpose. [Link to document.](#)

Singapore Specific Terms. If Territory is Singapore, the Software is a class A medical device certified according to medical device regulations in Singapore and may only be used as prescribed by the above said regulations for Class A devices. [Link to document.](#)

US Specific Terms. If Territory is the United States of America, the Software is a class II medical device certified according to US medical device regulations and may only be used as prescribed by the above said regulations for class II devices. Please note that the class II medical device certification is only limited to VSI Manager and the VSI HoloMedicine® Application, and does not include the HoloMedicine® Spaces. [Link to document.](#)

1.02. Non-Medical Devices

Access of the user manuals will be provided during the onboarding process.

1.02.1. “HoloMedicine® Spaces” – means the educational virtual reality platform, owned by apoQlar, in which the medical community can meaningfully collaborate and immerse in interactive medical education and training. This platform also enables the creation of curricula, allowing users to design structured educational programs tailored to specific medical topics or training objectives.

1.02.2. “HoloMedicine® Preview” – showcases and simulates the latest developments in the field of Extended Reality, made available to a selected exclusive group.

1.02.3. “HoloStreamer®” – is a device designed for use in operating rooms, enabling real-time streaming of video from medical devices or cameras to Extended Reality applications.

1.02.4. “HoloMedicine® Robotics” – allows for real time streaming of stereoscopic 3D robotic feeds as well as other 2D video feeds into a mixed reality environment for educational purposes.

1.02.5. HoloMedicine® Patient Viewer – is a mixed reality application for educational use only. It displays patient DICOM data in 2D and as interactive 3D models, transforming medical images and medical education into immersive, holographic experiences that deepen anatomical understanding.

THE FOLLOWING APPLIES TO ALL PRODUCTS LISTED IN THIS SECTION 1.02. (NON-MEDICAL DEVICES).

THE PRODUCT MAY ONLY BE USED IN NON-PATIENT SETTINGS, INCLUDING: TRAINING ON PHANTOMS OR CADAVERS, TRAINING SIMULATOR, EDUCATIONAL DEMONSTRATIONS FOR MEDICAL PROFESSIONALS AND STUDENTS, PHANTOM MODEL STUDIES, CADAVERIC RESEARCH, RETROSPECTIVE DATA ANALYSIS OR RESEARCH-ORIENTED STUDIES.

THE LICENSEE ACKNOWLEDGES AND AGREES THAT ANY PRODUCTS THAT ARE NOT EXPLICITLY DESIGNATED AND CERTIFIED AS A MEDICAL DEVICE ARE NOT INTENDED OR SUITABLE FOR USE AS MEDICAL DEVICES OR FOR ANY MEDICAL PURPOSES, INCLUDING BUT NOT LIMITED TO: SURGERY AND OTHER TREATMENTS OF PATIENTS, LIVE PATIENT INTERACTION OR TREATMENT DURING EDUCATIONAL ACTIVITIES, RESEARCH AND STUDIES REGARDLESS OF ETHICAL APPROVALS, CLINICAL DECISION-MAKING PROCESSES OR THE USE IN ANY OTHER PATIENT SETTING.

THE LICENSEE IS SOLELY RESPONSIBLE FOR ENSURING THAT ANY USE OF SUCH DEVICES COMPLIES WITH ALL APPLICABLE LAWS, REGULATIONS, AND STANDARDS.

THE LICENSOR EXPRESSLY DISCLAIMS ANY LIABILITY FOR THE USE OF THE PRODUCT OUTSIDE OF THE SCOPE AS DEFINED ABOVE, INCLUDING BUT NOT LIMITED TO ANY DAMAGES, LOSSES, OR LEGAL CLAIMS, ARISING FROM SUCH MISUSE, PURSUANT TO .SECTIONS 10.1. (D) AND 11.2 (B) OF THE MLA.

2. THIRD PARTY HARDWARE

Microsoft HoloLens 2. The technical specification is available on dedicated Microsoft website: <https://www.microsoft.com/en-us/hololens/hardware> under *Show all tech specs*.

Meta Quest. The technical specification is available on the dedicated Meta website: (b) Meta Quest 3 at <https://www.meta.com/quest/quest-3/>; and (c) Meta Pro at <https://www.meta.com/quest/quest-pro/tech-specs/>.

Apple Vision Pro. The technical specification is available on the dedicated Apple website: (b) Apple Vision Pro at <https://www.apple.com/apple-vision-pro/specs/>.

SCHEDULE 2
SERVICE LEVEL AGREEMENT

[Link to document.](#)

SCHEDULE 3

TERRITORY-SPECIFIC TERMS

1. OVERVIEW

The terms of this Schedule 3 (“**Territory-Specific Terms**”) reflect certain legal and operational requirements in each jurisdiction where the Ordered Products are provided. For each Order Form under the Agreement, the terms and conditions stated below corresponding to the applicable Territory supplement and amend the Agreement for that Order Form.

2. GERMANY

If the Territory is Germany, the Licensor contracting entity on the Order Form is apoQlar GmbH, with offices at c/o the-labs.space, Raboisen 32, 20095 Hamburg, Germany. The following terms will apply for Germany:

- (a) If the Licensee’s contractual partner is apoQlar GmbH, the Governing Law will be the laws of the Federal Republic of Germany;
- (b) Any disputes, actions, claims or causes of action arising out of or in connection with the Agreement or the Parties’ relationship under it will be subject to the exclusive jurisdictions of the ordinary courts of Hamburg, Germany;
- (c) The “Limitation of Liability” clause of this MLA is deleted and replaced with the following: “To the maximum extent permitted by law, and except for: (i) the Licensor’s obligations under the “Indemnification clause” of this MLA, (ii) the Excluded Claims, (iii) the provisions under the “Limitation of Damages” clause of this MLA, (iv) bodily injuries or death caused by the Licensor, (v) the damages resulting from the Licensor’s gross negligence, fraud or intentional misconduct, (vi) the Licensee’s breach of any Licensor’s IP Rights, or (vii) any damage that falls under the Product Liability Act (“Produkthaftungsgesetz”); the cumulative aggregate liability of the Licensor to the Licensee will not exceed the Order Fee actually paid to the Licensor in the twelve (12) months prior to the first claim arising”;
- (d) The letter (b) of the “Scope, Amendment, and Interpretation” clause of this MLA is deleted and replaced with the following: “In case of conflict between the legal sources of the Agreement, the following order of precedence shall apply: (i) the Standard Contractual Clauses set forth by the Commission Implementing Decision (EU) 2021/914 of 4 June, 2021 (if applicable and only limited to the processing of Personal Data); (ii) the DPA, but only limited to the processing of Personal Data as per the “Personal Data Protection” clause of this MLA; (iii) the Order Form(s), but only with respect to the terms specifically indicated in such Order Form(s); (iv) this MLA and its Schedules; and (vi) any other document incorporated into the Agreement.

3. POLAND

If the Territory is Poland, the Licensor contracting entity on the Order Form apoQlar PL sp. z o.o. with its registered office at Rubież 46 Street, Poznan, Poland. The following terms will apply for Poland:

- (a) If the Licensee's contractual partner is PL sp. z o.o., the Governing Law will be the laws of the Republic of Poland;
- (b) Any disputes, actions, claims or causes of action arising out of or in connection with the Agreement or the Parties' relationship under it will be subject to the exclusive jurisdictions of the ordinary courts of Poznan, Poland;
- (c) The "Limitation of Liability" clause of this MLA is deleted and replaced with the following: "To the maximum extent permitted by law, and except for: (i) the Licensors' obligations under the "Indemnification" clause of this MLA, (ii) the Excluded Claims, (iii) the provisions under the "Limitation of Damages" clause of this MLA, (iv) bodily injuries or death caused by the Licensors, (v) the damages resulting from the Licensors' gross negligence, fraud or intentional misconduct, (vi) the Licensee's breach of any Licensors' IP Rights; the cumulative aggregate liability of the Licensors to the Licensee will not exceed the Order Fee actually paid to the Licensors in the twelve (12) months prior to the first claim arising;
- (d) The letter (b) of the "Scope, Amendment, and Interpretation" clause of this MLA is deleted and replaced with the following: "In case of conflict between the legal sources of the Agreement, the following order of precedence shall apply: (i) the Standard Contractual Clauses set forth by the Commission Implementing Decision (EU) 2021/914 of 4 June, 2021 (if applicable and only limited to the processing of Personal Data); (ii) the DPA, but only limited to the processing of Personal Data as per the "Personal Data Protection" clause of this MLA; (iii) the Order Form(s), but only with respect to the terms specifically indicated in such Order Form(s); (iv) this MLA and its Schedules; and (vi) any other document incorporated into the Agreement.

4. SINGAPORE (AND OTHER ASEAN COUNTRIES) AND INDIA

If the Territory is Singapore, the Licensors contracting entity on the Order Form for Singapore is APOQLAR HOLOMEDICINE TECHNOLOGIES SOUTHEAST ASIA PTE. LTD, with offices at 160 Robinson Road, #14-04 Singapore Business Federation Centre, Singapore 068914; while if the Territory is India the Licensors contracting entity on the Order Form for India is APOQLAR INDIA PRIVATE LIMITED, with offices at UNIT NO 28 FIRST FLOOR CSC AT SEC 22 HAF PKT-B NEAR DDA SFS FLATS DWARKA SOUTH WEST, DELHI, SOUTHWEST DELHI-110075. For Singapore and India, the following terms apply:

- (a) The Governing Law will be the laws of Singapore; and
- (b) Any disputes, actions, claims or causes of action arising out of or in connection with the Agreement or the Parties' relationship under it will be subject to the exclusive jurisdiction of the courts of Singapore.

5. UNITED KINGDOM (AND OTHER TERRITORIES)

If the Territory is a country located in the United Kingdom, or in any other country not otherwise provided for in this Schedule 3, the Licensors contracting entity on the order is apoQlar UK Ltd., with offices at c/o RPP Group UK. Ltd. 41 Whitehall London SW1A 2BY, United Kingdom, and the following terms apply:

- (a) The Governing Law will be the laws of England and Wales; and
- (b) Any disputes, actions, claims or causes of action arising out of or in connection with the

Agreement or the parties' relationship under it will be subject to the exclusive jurisdiction of the courts of England and Wales; and

(c) The "Limitation of Liability" clause of the MLA is deleted and replaced with the following: "To the maximum extent permitted by law, and except for: (i) the Licensor's obligations under the "Indemnification" clause of this MLA, (ii) the Excluded Claims, (iii) the provisions under the "Limitation of Damages" clause of this MLA, (iv) bodily injuries or death caused by the Licensor, (v) the damages resulting from the Licensor's gross negligence, fraud or intentional misconduct, (vi) the Licensee's breach of any Licensor's IP Rights; the cumulative aggregate liability of the Licensor to the Licensee will not exceed the Order Fee actually paid to the Licensor in the twelve (12) months prior to the first claim arising; and

(d) The following is added as the last sentence to the "Assignment" clause of this MLA: "Unless expressly stated in the Agreement, nothing in this MLA confers or is intended to confer any rights to any person not a Party to the Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999."

(e) The letter (b) of the "Scope, Amendment, and Interpretation" clause of this MLA is deleted and replaced with the following: "In case of conflict between the legal sources of the Agreement, the following order of precedence shall apply: (i) the Standard Contractual Clauses set forth by the Commission Implementing Decision (EU) 2021/914 of 4 June, 2021 (if applicable and only limited to the processing of Personal Data); (ii) the DPA, but only limited to the processing of Personal Data as per the "Personal Data Protection" clause of this MLA; (iii) the Order Form(s), but only with respect to the terms specifically indicated in such Order Form(s); (iv) this MLA and its Schedules; and (vi) any other document incorporated into the Agreement.

6. UNITED STATES OF THE AMERICA

If the Territory is the United States of America, the Licensor contracting entity on the order is ApoQlar USA Inc., with offices at One Broadway, 14th Floor, Cambridge, MA 02142, USA, and the following terms apply:

(a) The Governing Law will be the laws of the Commonwealth of Massachusetts, United States, and controlling United States federal law; and

(b) Any disputes, actions, claims, or causes of action arising out of or in connection with the Agreement or the Parties' relationship under it will be subject to the exclusive jurisdiction of United States state and federal courts located in the Commonwealth of Massachusetts, United States;

(c) Any Products acquired with United States Federal Government funds or intended for use within or for any United States federal agency are provided in accordance with FAR 12.212, Computer Software (October 1995), 52.227-19, Commercial Computer Software Restricted Rights (June 1987), and DFARS part 227.7202, Commercial Computer Software and Commercial Computer Software Documentation (October 1998);

(d) Licensor is a federal contractor. As a result, but only if applicable, the Equal Opportunity Clauses set forth in 41 C.F.R. parts 60- 1.4(a), and the employee notice found at 29 C.F.R. Part 471, Appendix A to Subpart A are incorporated by reference herein. In addition, but also only if applicable, Licensee will abide by the requirements of 41 CFR §§ 60-300.5(a) and 60- 741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected

veteran status or disability and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities. This language is provided as part of Licensor's compliance with the applicable executive orders, statutes and regulations regulated by the Department of Labor.

SCHEDULE 4

VSI-HOLOMEDICINE® ACCOUNT

1. The Licensor will provide the Licensee with a VSI HoloMedicine® account. The Licensee will use the account to operate the VSI HoloMedicine® Software and to integrate Microsoft-Teams.
2. The Licensee will receive one account per license and will be set up with a username of his choice (example: username@vsi-holomedicine.com), provided that name is still available.
3. Preexisting accounts will be deactivated after consultation with the Licensee.
4. The account itself is hosted by Microsoft (Microsoft Inc). The Licensor will take the possible measures to ensure connectivity and usability, but has no direct influence on the underlying technical infrastructure of Microsoft.
5. The account may not be transferred to third persons outside of the Licensee's organization and the Licensee will take all measures to avoid unauthorized access of the account.
6. The Account will be terminated if the License agreement expires. After termination the data stored will be deleted within 30 days. The partner may opt to keep the data stored for a longer period of time by informing the Licensor before termination.
7. The account may only be used for the purpose of using VSI HoloMedicine® within the scope of the Agreement.

SCHEDULE 5

Licensee Trademarks

SCHEDULE 6

DATA PROCESSING AGREEMENT

This Data Processing Agreement (“**DPA**”) is made and entered into as of the day of the last signature (“**Effective Date**”), by and between:

the **Licensee** (“**Controller**”), and **Licensor** (“**Processor**”)

referred to individually as “**Party**” or collectively “**Parties**”.

1. DEFINITIONS

In this DPA and in its Annexes, unless the context otherwise requires, the following expressions shall have the following meanings:

“**Personal Data**” – means any personal data and/or personal information regarding an identified or identifiable individual, as defined by the applicable Data Protection Laws.

“**Data Subject**” – means a natural person whose Personal Data is being processed in accordance with this DPA and the Data Protection Laws.

“**Processing**” – means any operation or set of operations which is performed on Personal Data, encompassing the collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction or erasure of Personal Data.

“**Controller**” – means the entity determining the purposes and means of Processing Personal Data.

“**Processor**” – means the entity Processing personal data on behalf of the Controller.

“**Sub-Processor**” – means any third party engaged by the Processor who processes Personal Data on behalf of the Controller.

“**Instruction**” – means the written, documented instruction, issued by Controller to Processor, and directing the same to perform a specific action with regard to Personal Data.

“**Personal Data Breach**” – means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted stored or otherwise processed.

“**Order Form**” – means the order form entered into between the Controller as Licensee, and the Processor as Licensor, for the provision of the Ordered Products.

“**Master License Agreement**” or “**MLA**” – means the MLA integral part of the Governing Terms clause of the Order Form.

“**Europe**” – means the European Union, the European Economic Area and/or their member states, Switzerland, and the United Kingdom.

“European Personal Data” – means Personal Data that is subject to the European Data Protection Laws.

“European Data Protection Laws” – means data protection laws applicable in Europe, including: (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data (General Data Protection Regulation) (**“GDPR”**); (ii) Directive 2002/58/EC concerning the processing of Personal Data and the protection of privacy in the electronic communications sector; and (iii) applicable national implementations of (i) and (ii); or (iii) GDPR as it forms parts of the United Kingdom domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 (**“UK GDPR”**); and (iv) Swiss Federal Data Protection Act and its Ordinance (**“Swiss DPA”**); in each case, as may be amended, superseded, or replaced.

“Data Privacy Framework” – means the EU-U.S. Data Privacy Framework, the Swiss-U.S. Data Privacy Framework and the UK Extension to the EU-U.S. Data Privacy Framework self-certification programs (as applicable) operated by the U.S. Department of Commerce; as may be amended, superseded, or replaced.

“US Personal Data” – means Personal Data that is subject to the US Data Protection Laws.

“US Data Protection Laws” – means all applicable legislation relating to federal and state privacy laws in the United States, including but not limited to: (i) California Consumer Privacy Act (**“CCPA”**)/ California Privacy Rights Act (**“CPRA”**); (ii) Virginia Consumer Data Protection Act (**“VCDPA”**); (iii) Colorado Privacy Act (**“CPA”**); (iv) Connecticut Data Privacy Act (**“CTDPA”**); (v) Utah Consumer Privacy Act (**“UCPA”**); and (vi) Florida Digital Bill of Rights (**“FDBR”**).

“Consumer”, “Business”, “Sell”, “Service Provider”, and “Share” – have the meanings given to them in the US Data Protection Laws.

“PDPA” – means the Personal Data Protection Act 2012 of Singapore.

“Data Protection Laws” – means all applicable legislations relating to data protection and privacy in the Territory identified on the Order Form, including but not limited the European Data Protection Laws, US Data Protection Laws, and PDPA, as well as all laws and regulations which implement, amend or replace any of them from time to time.

2. SUBJECT

The Controller entrusts the Processor with the processing of Personal Data to the extent specified in Annex A of this DPA and the Processor accepts the Personal Data for processing in compliance with the Data Protection Laws. The Processor may process the Personal Data entrusted to it only for the purpose set out in the Terms of Agreement of the Order Form in accordance with the Data Protection Law. Processing of Personal Data by the Processor at the request of the Controller takes place only during the Term of the Agreement indicated in the Master License Agreement.

3. REPRESENTATIONS OF THE PARTIES

- 3.1. **Processor’s Performance**. The Processor hereby represents that it has the infrastructure resources, experience, knowledge and qualified personnel to the extent necessary to properly perform the DPA and to process the Controller Personal Data in accordance with the Data

Protection Laws.

- 3.2. **Processor's IT Infrastructure.** The Processor represents that in connection with providing services to the Controller, the Processor uses Microsoft Corporation's IT infrastructure in the form of public cloud computing, and HubSpot to provide the Controller with access to the Knowledge Base Portal containing IFU material and to maintain appropriate accounting records.

4. OBLIGATIONS OF THE CONTROLLER

- 4.1. **Controller's Compliance.** Within the scope of this DPA, the Controller shall be solely responsible for compliance with the Data Protection Laws relating to the Controller, in particular with regard to: (i) having a legal basis for Processing and for transferring the Personal Data to the Processor; (ii) ensuring that Personal Data is accurate and complete before providing it to the Processor; and (iii) informing the Processor immediately if Controller is not able to comply with its responsibilities under this DPA or Data Protection Laws.
- 4.2. **Controller's Pseudonymization Obligation.** The Controller agrees not to enter into VSI HoloMedicine® actual Personal Data of patients, including but not limited to names, surnames, other identifiers such as personal identity numbers or e-mail addresses. For the purposes of patient identification within VSI HoloMedicine®, the Controller will use pseudonyms or internal identification numbers, ensuring that any patient Personal Data is pseudonymized prior to being uploaded to VSI HoloMedicine®. If Personal Data is uploaded without prior pseudonymization, the system will temporarily retain such data in memory only until pseudonymization is completed. It is understood that once such pseudonymized data is uploaded, VSI HoloMedicine® generates random patient names using an Artificial Intelligence algorithm. The Controller can identify the patient through the "Patient ID" field, which may represent the hospital's patient ID or a randomly generated code correlated by the hospital to the actual patient ID.
- 4.3. **Controller's Instructions.** For the avoidance of doubt, the Controller's Instructions for the Processing of Personal Data shall comply with the Data Protection Laws. This DPA is Controller's complete and final instruction to the Processor in relation to Personal data and that additional instructions outside the scope of DPA would require prior written agreement between the Parties.

5. OBLIGATIONS OF THE PROCESSOR

- 5.1. **Performance of Instructions.** The Processor shall collect, process and use Personal data only within the scope of Controller's Instructions. The Processor shall take steps to correct any errors in the Personal Data, as soon as practicable upon the Controller's written request. If the Processor believes that an Instruction of the Controller infringes the Data Protection Laws, it shall immediately inform the Controller about it. If the Processor cannot process Personal data in accordance with the Instructions due to a legal requirement under any applicable Data Protection Law, the Processor will:
 - (a) promptly notify the Controller of that legal requirement before the relevant Processing to the extent permitted by the Data Protection Laws; and
 - (b) cease all Processing (other than merely storing and maintaining the security of the affected Personal Data) until such time as the Controller issues new Instructions with which Processor is

able to comply. If this provision is invoked, the Processor will not be liable to the Controller under the DPA for any failure or interruption in the provision of the Ordered Products until such time as the Controller issues new Instructions in regard to the Processing.

- 5.2. **Security Measures.** Processor agrees to implement reasonable security measures to protect Controller Personal Data by using appropriate organizational, technical, and physical safeguards against unauthorized or unlawful Processing and accidental loss or destruction, consistent with the requirements of the Data Protection Laws.
- 5.3. **Authorized Access.** Processor shall ensure that any personnel whom Processor authorizes to process Personal data on its behalf is subject to confidentiality obligations with respect to that Personal data. The obligation of confidentiality shall continue after the termination of the above activities.
- 5.4. **Personal Data Breach Notification.** The Processor will notify the Controller without undue delay of any Personal Data Breach. At the Controller's request, Processor will provide the Controller with all reasonable assistance necessary to enable the Controller to notify relevant Personal Data Breaches to competent authorities and/or affected Data Subjects, if Controller is required to do so under the Data Protection Laws.

6. DATA SUBJECTS RIGHTS AND REQUESTS

- 6.1. **Assistance with Data Subjects' Requests.** Processor shall assist the Controller through appropriate technical and organizational measures, in fulfilling the obligation to respond to verifiable requests from Data Subjects to exercise their rights set out in the applicable Data Protection Laws.
- 6.2. **Information and Advice.** Should the Processor receive a request directly from Data Subjects, the Processor will inform Controller without undue delay and will advise Data Subjects to submit their request to the Controller. The Controller shall be solely responsible for responding to any Data Subjects' requests. Controller shall reimburse Processor for the costs arising from this assistance.

7. SUB-PROCESSORS

- 7.1. **Authorized Sub-Processors.** The Controller consents to the Processing of Personal Data by the Processor to Sub-Processors listed in Annex B to this DPA within the scope consistent with this DPA.
- 7.2. **Adding/Replacing Sub-Processors.** The Processor is obliged to inform about any intended changes concerning adding or replacing further processors. The Controller may object to further entrusting Personal Data by the Processor within 5 (five) business days from receiving the information referred to in the preceding sentence.
- 7.3. **Processor's Commitment.** The Processor shall ensure that will enter into a contract with any Sub-Processor containing the same obligations as are imposed on it under this Agreement, which provides sufficient guarantees for the implementation of appropriate technical and organizational measures to ensure that the processing complies with the requirements of the Data Protection Laws and protects the rights of the Data Subjects.

- 7.4. **Microsoft.** In accordance with Annex B to the DPA, the terms and conditions governing the processing of personal data by Microsoft Corporation, including applicable security measures and procedures, auditing, providing information, and assisting in the exercise of Data Subjects' rights, are described in the Microsoft Products and Services Data Protection Addendum (version dated January 2, 2024)¹. The Parties agree that subsequent versions of the *Microsoft Products and Services Data Protection Addendum* will be applied.
- 7.5. **HubSpot.** In accordance with Annex B to the DPA, the terms and conditions governing the processing of personal data by HubSpot, Inc., including applicable security measures and procedures, auditing, providing information, and assisting in the exercise of Data Subjects' rights, are described in the HubSpot Data Processing Agreement (version dated June 4, 2024)². The Parties agree that subsequent versions of the *HubSpot Data Processing Agreement* will be applied.

8. TRANSFERS OF PERSONAL DATA TO THIRD COUNTRIES

- 8.1. **Personal Data Location.** Controller acknowledges and agrees that Processor's data centres used for Processing Controller Personal Data are located in the European Union, but in limited circumstances (e.g. cloud service operational requirements, customer and IT support) the Processor's service providers may provide remote access to such data centres to its personnel and subcontractors outside the EU, including the United States.
- 8.2. **Transfer of Personal Data.** Without prejudice to clause 8.1 (*Personal Data Location*) of this DPA, Processor shall not transfer Controller Personal Data to third countries without the Controller's prior written consent. Insofar as Controller Personal Data is transferred to third countries, Processor will ensure such transfers are made in compliance with the requirements of the applicable Data Protection Laws.

9. DELETION OF DATA

- 9.1. **Personal Data on VSI HoloMedicine®.** In connection with clause 4.2 (*Controller's Pseudonymization Obligation*), only for VSI HoloMedicine®, the patient Personal Data entered by the Controller will be automatically deleted from VSI Manager after 30 days. In case of patient Personal Data used for training purposes, they can be marked as training and, therefore, will not be automatically deleted. After the deletion from VSI Manager, the patient Personal Data is kept in a backup server for 7 days and only afterwards is completely deleted from VSI HoloMedicine®.
- 9.2. **Personal Data Return/Deletion.** Other than to the extent required to comply with the Data Protection Laws or any applicable legal requirement, the Processor shall not retain Controller Personal Data (or any documents or records containing Controller Personal Data, electronic or otherwise) after the termination or expiry of the DPA for any period of time longer than is necessary to fulfil the purposes of this DPA. Following the Controller's written instruction, termination, or expiry of the DPA, Processor shall:

¹ <https://www.microsoft.com/licensing/docs/view/Microsoft-Products-and-Services-Data-Protection-Addendum-DPA?lang=1>

² <https://legal.hubspot.com/dpa>

- (a) return all Controller Personal Data to the Controller; or
- (b) delete all Controller Personal Data in its possession, and, after returning or deleting all Controller Personal Data, provide the Controller with written confirmation that it no longer possesses any Controller Personal Data.

Where applicable, the Processor shall also instruct all Sub-Processors to whom it has disclosed Controller Personal Data for the purposes of this DPA to delete or return such Controller Personal Data to the Processor.

- 9.3. **Preventive Measures.** If Processor is unable to delete Personal Data for technical or other reasons, Processor will apply measures to ensure that Personal Data is blocked from any further Processing.
- 9.4. **Related Expenses.** Any additional costs incurred by the Processor in connection with the return or deletion of Controller Personal Data of this DPA shall be borne by the Controller.

10. AUDITS

- 10.1. **Authorized Audits.** The Controller may, not more than once per calendar year, audit the technical and organizational measures taken by Processor. For such purpose, the Controller may:
 - (a) upon not less than 15 days' written notice, obtain information from the Processor within a reasonable time to the extent that such information is within Processor's control and the Processor is not precluded from disclosing it by any applicable law, a duty of confidentiality, or any other obligation owed to a third party; and
 - (b) upon reasonable and timely written notice of not less than 30 days, conduct an on-site inspection of Processor's business operations, during regular Processor's business hours and without disrupting Processor's business activities, or have the same conducted by a qualified third party who shall enter into a confidentiality agreement with the Processor, and shall not be a competitor of the Processor. The Controller shall reimburse Processor for any costs arising from such activities.
- 10.2. **Sub-Processors Audits.** The Controller may request the Processor to conduct an audit of the Sub-Processors. In such a case, the Processor shall conduct the audit on the terms agreed with the Sub-Processors and inform the Controller of the result of the audit. The Processor shall undertake to remove any irregularities found during the audit. The Controller shall reimburse Processor for the costs arising from this assistance.
- 10.3. **Audit Data.** The Controller is obliged to keep the data obtained during the audit confidential, and if the audit is conducted by a qualified third party – to impose the same obligation on that third party. The obligation of confidentiality shall survive the termination of this DPA.

11. LIABILITY

- 11.1. **Controller's Liability.** In case of violation of the clause 4 (Obligations of the Controller) of this DPA by the Controller (or persons whom the Controller uses, including, in particular, doctors, regardless of the type of legal relationship between them and the Controller), the Parties agree to exclude any liability of the Processor in this respect. The Controller agrees to indemnify and hold harmless, at its own expense, the Processor, its employees, associates, body members and

affiliates (their employees, associates, body members) from and against any and all liability for losses, damages, claims and costs arising from any breach of this obligation.

- 11.2. **Processor's Liability**. To the extent permitted by the applicable law, the Processor's liability for damages arising from the Processing shall be compliant with the provisions hereof, regardless of the legal basis of a claim (i.e. based on non-performance or improper performance of obligations or tort), and the Processor shall only be liable for damage actually suffered by the Controller (damnum emergens), excluding the liability for loss of profit (lucrum cessans). In addition, the Processor shall remain liable for each Sub-Processor's compliance with the obligations of this DPA and for any acts or omissions of such Sub-Processor that cause the Processor an infringement of any of its obligations under this DPA.
- 11.3. **Processor's Remedies**. Subject to the liability threshold set forth in this DPA, the Processor shall remedy a damage resulting from non-performance or undue performance of an obligation, unless the non-performance or undue performance of an obligation is due to circumstances for which the Processor bears no responsibility, provided that the Processor shall be fully liable for damage intentionally caused to the Controller, in which limited case the limit of liability set forth in this DPA shall not apply.
- 11.4. **Limitation of Liability**. The Processor shall be liable to the Controller up to the amount specified in the "Limitation of Liability" clause of the Master License Agreement.

12. TERM

- 12.1. **Duration**. The DPA will be in force as long as the Processor is provided with the Software and its Documentation as identified and listed in the Order Form.
- 12.2. **Termination**. The DPA may be terminated by the Controller with immediate effect in the event of the Processor's gross or repeated violation of the DPA, or the Data Protection Laws. Termination of the DPA requires written form under pain of nullity.

13. ADDITIONAL PROVISIONS FOR EUROPEAN PERSONAL DATA

- 13.1. **Notification of Personal Data Breach**. In the event of a Personal Data Breach, the Processor shall cooperate with and assist the Controller in fulfilling the latter's obligations under articles 33 and 34 of the GDPR, where applicable, taking into account the nature of processing and the information available to the Processor. In the event of a Personal Data Breach concerning data processed by the Processor, the Processor shall notify the Controller without undue delay after the Processor has become aware of the breach. Such notification shall contain, at least:
 - (a) a description of the nature of the breach (including, where possible, the categories and approximate number of Data Subjects and data records concerned);
 - (b) the details of a contact point where more information concerning the Personal Data Breach can be obtained;
 - (c) its likely consequences and the measures taken or proposed to be taken to address the breach, including to mitigate its possible adverse effects.

Where, and insofar as, it is not possible to provide all this information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

- 13.2. **Data Transfer of European Personal Data.** Processor will not transfer European Data to any country or recipient not recognized as providing an adequate level of protection for Controller Personal Data (within the meaning of applicable European Data Protection Laws), unless it first takes all such measures as are necessary to ensure the transfer complies with applicable European Data Protection Laws. Such measures may include (but are not limited to) (i) transferring such data to a recipient that is covered by a suitable framework or other legally adequate transfer mechanism recognized by the relevant authorities or courts as providing an adequate level of protection for Controller Personal Data, including the Data Privacy Framework; (ii) to a recipient that has achieved binding corporate rules authorization in accordance with European Data Protection Laws; or (iii) to a recipient that has executed the standard contractual clauses, as annexed to the European Commission's Decision (EU) 2021/914 of 4 June 2021, in each case as adopted or approved in accordance with applicable European Data Protection Laws.

14. ADDITIONAL PROVISIONS FOR US PERSONAL DATA

- 14.1. **Business Purpose.** The Processor may process the Personal Data entrusted to it only for the purpose set out in the Terms of Agreement of the Order Form (the "**Business Purpose**") in accordance with the Data Protection Laws.
- 14.2. **Parties' roles.** When processing Personal Data in accordance with Controller's instructions, the Parties acknowledge and agree that Controller is a Business, and the Processor is a Service Provider for the purposes of the CCPA.
- 14.3. **Prohibited Processing.** The Processor will not (i) sell or share Personal Data; (ii) Process Personal Data outside the direct business relationship between the Parties, unless required by the Data Protection Laws; or (iii) combine Personal Data included in Controller data with Personal Data that Processor collects or receives from another source (other than information Processor receives from another source in connection with its obligations as a Service Provider under the Agreement).
- 14.4. **Non-Monetary Reward.** The Parties acknowledge and agree that the disclosure of Personal Data by Controller to Processor does not form part of any monetary or other valuable consideration exchanged between the Parties.

15. FINAL PROVISIONS

- 15.1. **Remuneration.** With the exception of the Order Fee set out in the Order Form, no other remuneration will be paid to the Processor for the Processing of Personal Data under this DPA.
- 15.2. **Severability.** If any provision of this DPA is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this DPA and the shall not be affected or impaired thereby and the parties shall endeavour in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions whose economic effect is as close as possible to that of the illegal, invalid or unenforceable provisions.
- 15.3. **Amendment.** Any amendments to this DPA should be made in writing and signed by both Parties.
- 15.4. **Dispute Resolution.** In the absence of amicable settlement of the dispute, the Parties shall submit the dispute to the court competent for the seat of the Processor.

15.5. **Governing Law**. This DPA is subject to the Governing Law set forth in the MLA. For matters not covered by this DPA, the relevant Data Protection Laws of such Governing Law shall apply.

15.6. **Annexes**. This DPA includes the following attachments:

Annex A – Scope of the Processing

Annex B – List of Sub-Processors

ANNEX A

SCOPE OF THE PROCESSING

1. SUBJECT AND NATURE OF THE PROCESSING

Personal data will be processed for the purpose of providing the Software and its Documentation, as listed and defined in the Order Form, and in the manner resulting from the Terms of Agreement of the Order Form, in IT systems, in the cloud environment provided by the Processor.

2. CATEGORIES OF DATA SUBJECTS

Controller's patients; System user data; Surgeons; Medical experts; Attendees (limited only for the use of HoloMedicine® Spaces).

3. TYPES OF PERSONAL DATA

- 3.1. Imaging diagnostic: (a) MRT, (b) CT, (c) images of the patient's body parts in 3D, (d) film sequences of consultations and treatments, and (e) photographic material containing medical data;
- 3.2. Generated pseudonym;
- 3.3. Generated avatar;
- 3.4. System user account details: email address.
- 3.5. Voice (limited only to the use of HoloMedicine® Spaces); and
- 3.6. Interactive material (limited only to the use of HoloMedicine® Spaces): (a) Video, (b) Animations; (c) Images, and (d) Notes, annotations, and text panels.

ANNEX B

LIST OF SUB-PROCESSORS

1. Microsoft Corporation, with its registered office in Redmond, USA, One Microsoft Way, Redmond, WA 98052-6399 USA, (as well as its subcontractors, identified at the address below): <https://www.microsoft.com/de-de/trust-center/privacy>, and its authorised distributors)
2. HubSpot, Inc., with its registered office in Two Canal Park, Cambridge, MA 02141, USA, only limited to the personal data of Annex A clause 3.4 (System user account details, email address) for the provision to the Processor of access to the Knowledge Base Portal containing IFU material and for the purpose of maintaining appropriate accounting records of our business with any customer; and

Apollogic Sp. z o.o. with its registered office in Poznań, ul. Rubież 46, 61-612 Poznań, Poland.

F-742-005 Master License Agreement (EN)

Revision	Date	Section	Paragraph	Summary of change	Authorized by
A	02/11/2021			Initial document	Head of Customer Operations
B	03/01/2022			Three different versions of the Cooperation Agreements, which are for Education&MedTech, Clinical and Research, were established.	Head of Customer Operations
C	15/07/2022			Merging the existing three different Cooperation Agreements (Education, Clinical and Research) into a single Licensing Agreement. Change the name of the document to VSI HoloMedicine Licensing Agreement. Revision of several paragraphs of the contract.	Head of Legal
D	10/10/2024			Creation of a new brand license agreement that introduces new products (Spaces) subject to different provisions, regulates the supply of the hardware, offers a better protection to our intellectual properties and lowers our financial liabilities.	Head of Legal and Compliance

E	27/01/2025			Creation of new Template for Software and hardware	Head of Legal and Compliance
F	24/04/2025			Adaption of the Template to add new non-medical products	Head of Legal and Compliance