

VISIKON
CUSTOMER TERMS AND CONDITIONS

1. INTERPRETATION

1.1 These Customer Terms and Conditions together with any attached schedules the Documentation and any Order Forms, set out the basis upon which Visikon will provide the Services to the Customer.

1.2 The definitions set out in this paragraph 1 apply in these Customer Terms and Conditions, unless otherwise defined in a [Order Form].

1.3 Definitions:

Agreement: means any Order Form, these Customer Terms and Conditions together with any attached schedules and related Documentation.

API: any application programming interface provided by Visikon which, once configured, enables the Customer to connect to the Software.

Authorised Users: those employees, contractors and patients of the Customer who are authorised by the Customer to use the Services and the Documentation, as further described in paragraph 2.2.

Back-Up Policy: the back-up policy made available as part of the Documentation or such other document or website address as may be notified to the Customer from time to time.

Business Day: a day other than a Saturday, Sunday or public holiday in Denmark.

Business Hours: 9.00 am to 5.00 pm local Danish time, each Business Day.

Customer: shall have the meaning given to such term in the Order Form.

Data: the data inputted by the Customer, Authorised Users or Visikon on their behalf, or data collected via a platform, SFTP or API, or any other transfer method agreed to be Visikon and the Customer, for the purpose of using the Services.

Derived Data: any data which has been combined or aggregated (wholly or in part) with other data or information or adapted such that it cannot be identified as originating or deriving directly from the data and cannot be reverse-engineered such that it can be so identified.

Documentation: any document, material or information made available to the Customer by Visikon which sets out a description of the Services and the user instructions for the Services.

Initial Subscription Term: means the period commencing on the Order Form Effective Date and continuing for the period specified in the relevant Order Form.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Notices: has the meaning given in paragraph 24.1.

Order Form: an order form substantially in the form of the template at Schedule 2.

Order Form Effective Date: the date set out as the "Order Form Effective Date" in the applicable Order Form.

Parties: means Visikon and the Customer.

Personal Data: has the meaning given to such term in Schedule 1.

Renewal Subscription Term: the period set out in the "Renewal Subscription Term" section in the Order Form.

Services: the digital health educator tool provided by Visikon to the Customer under these Customer Terms and Conditions, all as more particularly described in the Appendix 2 of the Order Form.

Set-Up Services: means the initial configuration and Set-Up Services that are required in order to make the Services and the Software available to the Customer as further detailed in an Order Form.

SFTP: secure file transfer protocol.

Software: the online software applications provided by Visikon as part of the Services, including any user interface, SFTP or API provided by Visikon to access the same.

Special Order Form Terms: the terms set out in the "Special Order Form Terms" section of the Order Form.

Subscription Fees: the subscription fees payable by the Customer to Visikon, as set out in an Order Form and as may be amended from time to time in accordance with paragraph 9 (Charges and payment), for the right to use the Services pursuant to these Customer Terms and Conditions.

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Subscription Term: the period, comprising the Initial Subscription Term and any Renewal Terms entered into pursuant to paragraph 14.1.

Usage Data: any usage and statistical data relating to the Customer's use of the Services.

User Accounts: the limited rights purchased by the Customer pursuant to these Customer Terms and Conditions which entitle an Authorised User to access and use the Services and the Documentation in accordance with these Customer Terms and Conditions.

Visikon: Visikon ApS Limited, incorporated and registered in Denmark with company number 34601976 and with registered office at Tangen 17 DK-8200 Aarhus N, Denmark.

Virus: any material or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, Trojan horses, viruses and other similar things or devices.

Vulnerability: a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability.

- 1.4 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality).
- 1.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural, and words in the plural shall include the singular.
- 1.7 A reference to a statute or statutory provision is a reference to it as in force on the date of these Customer Terms and Conditions.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made on the date of these Customer Terms and Conditions under that statute or statutory provision.

- 1.9 In the event and only to the extent of any conflict between the terms of this Agreement, the following order of precedence shall apply:
 - (a) the Special Order Form Terms;
 - (b) these Customer Terms and Conditions;
 - (c) the schedules of these Customer Terms and Conditions; and
 - (d) the terms and conditions set out in an Order Form (other than the Special Order Form Terms).
- 1.10 No Order Form will be valid or binding on either Party unless and until it has been signed by duly authorised representatives of both Visikon and Customer. Neither Party will be obliged to enter into any Order Form.
- 1.11 Each Order Form shall commence on the Effective Date of the Order Form and continue for the Initial Subscription Term and at the end of the Initial Subscription Term continue for successive Renewal Subscription Terms subject to earlier termination in accordance with the terms of this Agreement.

2. RIGHT TO USE

- 2.1 Subject to the Customer paying the applicable Subscription Fees in accordance with paragraph 9, the restrictions set out in this paragraph 2 (Right to Use), paragraph 3 (Restrictions) and the other terms and conditions of these Customer Terms and Conditions, Visikon hereby grants to the Customer a non-exclusive, non-transferable right, without the ability to grant sub-licences to any third parties. Customer is allowed to permit Authorised Users to use the Services and the Documentation during the Subscription Term, solely for the Customer's internal business operations.
- 2.2 In relation to the Authorised Users, the Customer undertakes that each Authorised User shall (i) if provided with an access code or direct access link, keep such details confidential and not share such details with any other third parties; or (ii) if accessing the Services using an email login and password, keep a secure password for his use of the Services and Documentation, change such password regularly and keep the password confidential.
- 2.3 The rights provided under this paragraph 2 are granted to the Customer only and shall not be considered granted to any subsidiary or holding company of the Customer.

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3. RESTRICTIONS

- 3.1 When using the Services, the Customer is not allowed to access, store, distribute, transmit or submit any Viruses or any other material that is, or potentially could be, offensive, explicit, illegal, harmful or prejudicial to any person or property. Visikon reserves the right, without liability to the Customer or prejudice to its other rights, to delete or disable the Customer's access to any material that breaches the provisions of this paragraph.
- 3.2 Except as may be allowed by any applicable law which is incapable of exclusion by agreement between the Parties and except to the extent expressly permitted under these Customer Terms and Conditions, the Customer shall not:
- (a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
 - (b) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
 - (c) access or use all or any part of the Software, Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation or the business of Visikon; or
 - (d) use or facilitate the use of the Software, Services and/or Documentation other than as expressly permitted by the terms of these Customer Terms and Conditions.
- 3.3 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Software, Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Visikon.
- 3.4 In the event of:
- (a) any use of the Services by Customer personnel other than by Authorised Users; or
 - (b) any use of the Services by Authorised Users that in Visikon's reasonable judgment threatens the security, integrity or availability of the Services (or services provided by Visikon to its other customers); or

(c) any use of the Services that breaches the provisions of paragraphs 3.1, **Error! Reference source not found.** or 3.3; or

(d) any use of the Software by any third party;

Visikon reserves the right, without liability to the Customer or prejudice to its other rights, to suspend its provision of the Services, provided that Visikon will use commercially reasonable efforts to notify the Customer and provide the Customer with an opportunity to remedy such violation or threat prior to such suspension.

4. SET-UP SERVICES

- 4.1 Where Visikon and the Customer agree in an Order Form that Visikon shall provide Set-Up Services to the Customer, the provisions of this paragraph 4 shall apply and shall not apply to the provision of the Services.
- 4.2 Visikon shall use reasonable endeavours to supply the Set-Up Services for the Customer, in accordance with this Agreement in all material respects.
- 4.3 Visikon shall use reasonable endeavours to meet any performance dates specified in an Order Form but any such dates shall be estimates only and time for performance by Visikon shall not be of the essence of this Agreement.
- 4.4 The Customer shall:
- (a) co-operate with Visikon in all matters relating to the Set-Up Services;
 - (b) provide to Visikon in a timely manner all documents, information, items and materials in any form (whether owned by the Customer or third party) required by Visikon in connection with the Set-Up Services and ensure that they are accurate and complete in all material respect;
 - (c) take reasonable steps to procure the co-operation of any relevant third party where such third party's input is required in order for Visikon to perform the Set-Up Services; and
 - (d) obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable Visikon to provide the Set-Up Services.
- 4.5 If Visikon's performance of its obligations under the Agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, or any relevant third party (for example, a partner of Customer) Visikon shall:

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- (a) not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay;
 - (b) be entitled to recover any additional costs, charges or losses Visikon sustains or incurs that arise directly or indirectly from such prevention or delay.
- 4.6 Visikon shall have no liability for any damage caused by errors, inaccuracies or omissions in any information or instructions provided by the Customer in connection with the Set-Up Services, or any actions taken by Visikon at the Customer's direction.
- 4.7 Visikon does not offer any integration services as part of the Set-Up Services or otherwise, but Visikon (at its sole discretion and subject to additional charges) may provide the Customer with additional support to integrate and configure the Services with the Customer's systems on separate terms to be agreed between the Customer and Visikon.
- 4.8 To the extent that the Set-Up Services includes any configuration, enhancement or modification to the Services, Software and Documentation, then such configuration, enhancement or modification will be licensed to the Customer solely on the basis set out in paragraph 2 of the Agreement, subject to any additional restrictions or limitations contained in the Order Form. Any of the aforementioned modifications or enhancements is non-exclusive and Visikon is not restricted by this Agreement from providing the same or similar Set-Up Services, modifications or enhancements to third parties.

5. SERVICES

- 5.1 Visikon shall make available the Services and Documentation to the Customer during the Subscription Term and configure the Software to enable the Customer's access to the Services (subject to the Customer's compliance with the technical specifications, installation instructions and systems requirements for the Services and Software as set out in the Documentation).
- 5.2 Visikon shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:
 - (a) planned maintenance carried out during the maintenance window of 10.00pm and 06.00am Danish time; and

- (b) Unscheduled maintenance performing outside Business Hours which are related to business-critical service availability.

- 5.3 Visikon will, as part of the Services and at no additional cost to the Customer, provide the Customer with Visikon's standard customer support services during Business Hours. Visikon may amend the standard customer support services it provides in its sole and absolute discretion from time to time.

6. PERSONAL DATA

The provisions of Schedule 1 shall apply to Personal Data.

7. VISIKON'S RIGHTS AND OBLIGATIONS

- 7.1 During the Subscription Term, Visikon undertakes that the Services will be performed substantially in accordance with the Documentation and the Service Levels set out therein (if applicable) and with reasonable care and skill.
- 7.2 The undertaking at paragraph 7.1 shall not apply to the extent of any non-conformance which is caused by, and Visikon is not responsible for any delays, delivery failures, or any other loss or damage, resulting from:
 - (a) use of the Services contrary to Visikon's instructions, or modification or alteration of the Services by any other than Visikon or Visikon's duly authorised contractors or agents; or
 - (b) the transfer of data over communications networks and facilities, including the internet (and the Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities); or
 - (c) any period of force majeure as defined in paragraph 15; or
 - (d) the Customer's failure to fulfil its responsibilities as set out in these Customer Terms and Conditions and the Documentation; or
 - (e) any of the other limitations or exclusions set out in the Documentation.
- 7.3 Notwithstanding the foregoing, Visikon does not warrant that:
 - (a) the Customer's use of the Services will be uninterrupted or error-free;
 - (b) that the Services, Documentation and/or the information obtained by the Customer through the Services will meet their requirements; or

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- (c) the Software or the Services will be free from Vulnerabilities or Viruses.
- 7.4 The Agreement shall not prevent Visikon from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under the Agreement.
- 7.5 Subject to sub-paragraph (e) Visikon warrants that it has and will maintain all necessary licences, consents, and permissions that it requires in order to perform its obligations under these Customer Terms and Conditions.
- 7.6 Visikon shall follow its archiving procedures for Data as set out in its Back-Up Policy, as such document may be amended by Visikon in its sole discretion from time to time. In the event of any loss or damage to Data, the Customer's sole and exclusive remedy against Visikon shall be for Visikon to use reasonable commercial endeavours to restore the lost or damaged Data from the latest back-up of such Data maintained by Visikon in accordance with the archiving procedure described in its Back-Up Policy. Visikon shall not be responsible for any loss, destruction, alteration or disclosure of Data caused by any third party (except those third parties sub-contracted by Visikon to perform services related to Data maintenance and back-up for which it shall remain fully liable).

8. CUSTOMER'S OBLIGATIONS

- 8.1 The Customer shall provide Visikon with:
- (a) all necessary co-operation in relation to the Agreement; and
 - (b) all necessary access to such information as may be required by Visikon;
- in order to provide the Services, including but not limited to Data, security access information and configuration services.
- 8.2 Additionally, the Customer shall:
- (a) comply with all applicable laws and regulations with respect to its activities in connection with the Agreement and the Services;
 - (b) carry out all other Customer responsibilities set out in the Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the Parties, Visikon may adjust any agreed timetable or delivery schedule as reasonably;

- (c) configure its access to the Services via the relevant platform or the Software, or other transfer mechanism agreed with Visikon, in accordance with Visikon's instructions;
- (d) ensure that the Authorised Users use the Services and the Documentation in accordance with the Agreement and shall be responsible for any breach of the Agreement caused or contributed to by any acts or omissions on the part of any Authorised User;
- (e) obtain and shall maintain all necessary licences, consents, and permissions that it requires in order for Visikon, its contractors and agents to perform their obligations and exercise their rights under the Agreement, including without limitation the Services;
- (f) appoint a coordinator who shall be responsible for all communication with Visikon and who shall have authority to bind the Customer. The coordinator shall be available to respond to emails and call during Business Hours;
- (g) have sole responsibility for the legality, reliability, integrity, accuracy and quality of all Data;
- (h) have sole responsibility for ensuring it has the rights and permission required to share the Data with Visikon;
- (i) as between the Parties, be responsible for responding to all third party requests concerning the use of the Services by the Customer; and
- (j) be, to the extent permitted by law and except as otherwise expressly provided in these Customer Terms and Conditions, solely responsible for (i) procuring, maintaining and securing its network connections and telecommunications links from its systems to Visikon's data centres; and (ii) all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to its network connections or telecommunications links or caused by the internet.

9. CHARGES AND PAYMENT

- 9.1 In consideration of the rights granted in paragraph 2, and the provision of the Services during the Subscription Term, the Customer shall pay the Subscription Fees, in accordance with this paragraph 9 and the relevant Order Form, within 30 days of the date of Visikon's invoice in the currency stated in the Order Form.

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9.2 Visikon may increase the Subscription Fees on an annual basis with effect from each anniversary of the Order Form Effective Date in line with the percentage increase in the Retail Prices Index in the preceding 12-month period, and the first such increase shall take effect on the first anniversary of the Order Form Effective Date and shall be based on the latest available figure for the percentage increase in the Retail Prices Index.

9.3 If Visikon has not received payment when due under paragraph 9.1, and without prejudice to any other rights and remedies of Visikon, Visikon may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and Visikon shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid.

9.4 All amounts and fees stated or referred to in these Customer Terms and Conditions:

- (a) are non-cancellable and non-refundable, except in accordance with paragraphs (c) or 14.2; and
- (b) are exclusive of value added tax or any other equivalent sales tax or similar taxes, which shall be added to Visikon's invoice(s) at the appropriate rate.

9.5 Where the Customer's accounting system requires the issuance of purchase orders (or similar document), the Customer shall issue purchase orders in a timely manner in advance of the date of issue of the applicable invoices. Visikon may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services, and Visikon shall be under no obligation to provide any or all of the Services, if at any time it is not in possession of purchase order cover for the full value of the Subscription Fees; provided always that the Agreement shall constitute a binding agreement notwithstanding the absence of a purchase order from Customer.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 Visikon and/or its licensors own all Intellectual Property Rights to the Software, Services and the Documentation. Except as expressly stated herein, the Customer acknowledges and agrees nothing in the Documentation or the Agreement grants the Customer any rights to, under or in, any Intellectual Property Rights in respect of the Software, Services or the Documentation.

10.2 The Customer acknowledges and agrees that Visikon and/or its licensors shall own all Intellectual Property Rights in any improvements, amendments or additions to the Software, Services and the Documentation, whether such improvements, amendments or additions are a result of comments, information, opinions or suggestions made by the Customer or otherwise.

11. CONFIDENTIALITY

11.1 For the purposes of this paragraph 11, "**Recipient**" means the Party receiving Confidential Information, directly or indirectly, to the other Party; and "**Discloser**" means a Party to this Agreement when it discloses its Confidential Information, directly or indirectly, to the other Party.

11.2 In this paragraph 11, "**Confidential Information**" means any and all non-public information that would be regarded as confidential by a reasonable business person and relating to the business plans, financial information, operations, processes, know-how, designs, trade secrets or services of the Discloser as well as such information with respect to a third party disclosed by or on behalf of one Party to the other Party in connection with the Agreement and the Services, whether marked confidential or not. Without limitation, the terms of this Agreement and information about Visikon's directors and employees shall constitute Confidential Information.

11.3 Information is not Confidential Information if:

- (a) it is, or becomes, generally available to the public other than as a direct or indirect result of the information being disclosed by the Recipient or the Recipient's Representatives in breach of this Agreement;
- (b) it was available to the Recipient on a non-confidential basis prior to disclosure by the Discloser;
- (c) it was, is, or becomes available to the Recipient on a non-confidential basis from a person who, to the Recipient's knowledge, is not under any confidentiality obligation in respect of that information;
- (d) it was lawfully in the possession of the Recipient before the information was disclosed by the Discloser; or
- (e) it is developed by or for the Recipient independently of the information disclosed by the Discloser.

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- 11.4 Each Party undertakes that it shall not at any time use or disclose to any person (and shall use its best endeavours to prevent the use, publication or disclosure of) any Confidential Information except as permitted by paragraph 11.5.
- 11.5 Each Party may disclose the other Party's Confidential Information:
- (a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the Party's obligations under the Agreement. Each Party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other Party's confidential information comply with this paragraph ("**Recipient's Representatives**"); and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 11.6 Neither Party shall use the other Party's Confidential Information for any purpose other than to perform its obligations under the Agreement.
- 11.7 The above provisions of this paragraph 11 shall survive termination of these Customer Terms and Conditions, however arising.
- 11.8 Visikon shall be permitted to include the Customer's name on its list of clients for the Services provided, without the Customer's prior written consent, provided that the Customer, should it have reasonable grounds to do so, may revoke such right and require Visikon to cease such use at any time upon reasonable notice to Visikon. The Customer may use Visikon's name in communications or other materials to identify themselves as recipients of the Services or describe the Customer's use of the Services and what the Services entail.
- 12. INDEMNITY**
- 12.1 Visikon shall defend, indemnify and hold harmless the Customer against all claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) attributable exclusively to a claim (a "**Claim**") that the use of the Software, Services or Documentation ("**Indemnified Items**") infringes a third party's Intellectual Property Rights in Denmark.
- 12.2 If any Indemnified Item is found to infringe a third party's Intellectual Property Rights in Denmark or in the reasonable opinion of Visikon is likely to be the subject of a Claim, Visikon may, at its option:
- (a) obtain for the Customer the right to use the Indemnified Item;
 - (b) replace or modify the Indemnified Item so that it becomes non-infringing; or
 - (c) remove the Indemnified Item and refund any prepaid portion of the Subscription Fees paid in advance in respect of any affected Services for the period following such removal.
- 12.3 Visikon shall have no liability or obligation to the extent that any Claim results from:
- (a) use of any Indemnified Item in combination with any software, hardware, Intellectual Property Rights, products or other equipment or materials not supplied by or approved in writing by Visikon;
 - (b) Visikon's compliance with designs or specifications of the Customer;
 - (c) use of an allegedly infringing version of the Indemnified Item, if the infringement could have been avoided by the use of a later version made available to the Customer by Visikon;
 - (d) the Customer's use of an Indemnified Item in a manner contrary to the instructions given to the Customer by Visikon;
 - (e) the Customer's use of an Indemnified Item after notice of the alleged or actual infringement from Visikon or the third party; or
 - (f) modification, repair, adjustment or enhancement of the Indemnified Item other than by or on behalf of Visikon or at Visikon's written direction.
- 12.4 In no circumstances shall Visikon be liable for any losses, costs or expenses incurred by the Customer for any indirect, consequential or special loss or damage.
- 12.5 The provisions of this paragraph 12 state the entire liability and obligation of Visikon and exclusive remedy of the Customer for claims that any Indemnified Item infringes a third party's intellectual property rights.
- 12.6 The Customer shall defend, indemnify and hold harmless Visikon against all claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with:
- (a) the Customer's use of the Services and/or Documentation;
 - (b) a Claim that use of the Data infringes a third party's Intellectual Property Rights.

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13. LIMITATION OF LIABILITY

13.1 Except as expressly and specifically provided in these Customer Terms and Conditions:

- (a) the Customer assumes sole responsibility, and Visikon shall have no liability, for results obtained from the Set-Up Services and/or the use of the Services and the Documentation by the Customer for conclusions drawn by the Customer from such use, and for any actions taken by the Customer in consequence of such results or conclusions;
- (b) Visikon shall have no liability for any damage caused by errors, inaccuracies or omissions in the Data or any other information or instructions provided by the Customer in connection with the Set-Up Services, the Services, or any actions taken by Visikon at the Customer's direction.

13.2 Nothing in these Customer Terms and Conditions excludes or limits the liability of either Party:

- (a) for death or personal injury caused negligence;
- (b) for fraud or fraudulent misrepresentation;
- (c) any other liability which may not be excluded by law.

13.3 Subject to paragraph 13.2 Visikon shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for:

- (a) any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss; or
- (b) any special, indirect or consequential loss, costs, damages, charges or expenses;

in either case, however arising under this Agreement.

14. TERM AND TERMINATION

14.1 The Agreement shall, unless otherwise terminated as provided in this paragraph 14, commence on the Order Form Effective Date and each Order Form shall continue in force until the end of the Initial Subscription Term applicable to such Order Form. Thereafter the relevant Order Form will automatically renew for successive Renewal Subscription Terms (each a "**Renewal Term**") on the same terms and conditions (subject to any change in the Fees in accordance with paragraph 9) unless either Party provides the other with its written intention not to

renew at least 180 days' prior to the end of the Initial Subscription Term or the then-current Renewal Term, as applicable.

14.2 Without affecting any other right or remedy available to it, either Party may terminate the Agreement or any Order Form with immediate effect by giving written Notice to the other Party if:

- (a) the other Party fails to pay any amount due in connection with the Agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
- (b) the other Party commits a material breach of any other term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- (c) the other Party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- (d) the other Party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (e) the other Party's financial position deteriorates to such an extent that in the terminating Party's opinion the other Party's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy.

14.3 On termination of the Agreement or any Order Form for any reason:

- (a) all User Accounts and all rights granted under the Agreement or the relevant Order Form (as applicable) shall immediately terminate and the Customer shall immediately cease all use of the Software, Services and the Documentation in relation to such;
- (b) without prejudice to Visikon's other rights and remedies, the Customer shall immediately pay all Subscription Fees incurred prior to the date of termination;
- (c) each Party shall return and make no further use of any equipment, property, Documentation and

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other items (and all copies of them) belonging to the other Party;

- (d) any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced.

15. FORCE MAJEURE

- 15.1 Neither Party shall have any liability to the other Party if it is prevented from or delayed in performing its obligations under the Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Party the subject of the force majeure event, or any other Party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, pandemic, epidemic, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the other Party is notified of such an event and its expected duration.

16. CONFLICT

- 16.1 If there is any conflict, ambiguity or inconsistency between any of the provisions of the Agreement, the order of priority shall be governed as set out in 1.10

17. WAIVER

- 17.1 No failure or delay by a Party to exercise any right or remedy provided under these Customer Terms and Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

18. RIGHTS AND REMEDIES

- 18.1 Except as expressly provided in these Customer Terms and Conditions, the rights and remedies provided under these Customer Terms and Conditions are in

addition to, and not exclusive of, any rights or remedies provided by law.

19. SEVERANCE

- 19.1 If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement, and the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

20. ENTIRE AGREEMENT

- 20.1 The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 20.2 Each Party acknowledges that in entering into the Agreement it has not relied on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement.
- 20.3 Neither Visikon or the Customer shall have a claim for innocent or negligent misrepresentation based on any statement in the Agreement.

21. ASSIGNMENT

- 21.1 The Customer shall not, without the prior written consent of Visikon, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement.
- 21.2 Visikon may at any time (i) without the prior written consent of the Customer, engage subcontractors in the provision of the Services and (ii) by Notice to the Customer (and without any requirement to seek consent of the Customer) assign all or any of its rights under the Agreement to a third party.

22. VARIATION

- 22.1 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

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23. NO PARTNERSHIP OR AGENCY

- 23.1 Nothing in the Agreement is intended to or shall operate to create a partnership between the Parties, or authorise either Party to act as agent for the other, and neither Party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

24. NOTICES

- 24.1 Any notice required to be given under these Customer Terms and Conditions, including without limitation, notices of early termination, breach and the like ("**Notices**"), shall be in writing and shall be sent by email to the representative email address notified by that Party in the relevant Order Form and shall be deemed received when sent, provided no bounce back or notification of failed delivery has been received by the sender.

25. GOVERNING LAW

- 25.1 The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the Danish law.

26. JURISDICTION

- 26.1 The Customer and Visikon irrevocably agree that the courts of Denmark shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

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Schedule 1 - PERSONAL DATA

1. DEFINITIONS

1.1 Terms used but not defined in this Schedule shall have the meaning ascribed to them in the main body of these Customer Terms and Conditions.

1.2 Specific terms used in this Schedule are set out below.

Applicable Laws: means:

(e) To the extent the Danish GDPR applies, the law of Denmark or of a part of Denmark.

(f) To the extent EU GDPR applies, the law of the European Union or any member state of the European Union to which the Customer or Visikon is subject.

Applicable Data Protection Laws: means:

(g) To the extent the Danish GDPR applies, the law of Denmark or of a part of Denmark which relates to the protection of personal data.

(h) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which Visikon is subject, which relates to the protection of personal data.

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Processing: shall have the meanings given to them in the GDPR (and Process and Processed shall be construed accordingly).

EU GDPR: the General Data Protection Regulation ((EU) 2016/679).

Danish GDPR: the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (Danish GDPR).

2. TERMS

3. EACH PARTY UNDERTAKES TO COMPLY WITH ALL APPLICABLE REQUIREMENTS OF THE APPLICABLE DATA PROTECTION LAWS IN CONNECTION WITH THE AGREEMENT.

3.1 Each of the parties acknowledges and agrees that for the purposes of the Applicable Data Protection Laws, the Customer is the Controller; and Visikon is the Processor in relation to the Processing by Visikon of any Personal Data.

3.2 Without prejudice to the generality of paragraph 2.1 of this Schedule 1, Visikon shall, in relation to any Personal Data processed in connection with the performance by Visikon of its obligations under these Customer Terms and Conditions:

3.3 process that Personal Data only on the documented written instructions of the Customer unless Visikon is required by Applicable Laws to otherwise process that

Personal Data. Where Visikon is relying on Applicable Laws as the basis for processing Personal Data, Visikon shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Visikon from so notifying the Customer;

3.4 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;

3.5 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:-

3.6 the Customer or Visikon has provided appropriate safeguards in relation to the transfer;

3.7 the data subject has enforceable rights and effective legal remedies;

3.8 Visikon complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

3.9 Visikon complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data.

3.10 assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

3.11 ensure that any personnel engaged and authorised by Visikon to process Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;

3.12 notify the Customer without undue delay on becoming aware of a Personal Data Breach;

3.13 at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Services unless

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| <p>required by Applicable Law to store the Personal Data;
and</p> <p>3.14 maintain complete and accurate records and information to demonstrate its compliance.</p> <p>3.15 The Customer provides its prior, general authorisation for Visikon to appoint processors to process any Personal Data, provided that Visikon:-</p> <p>3.16 shall ensure that the terms on which it appoints such processors comply with Data Protection Legislation, and are consistent with the obligations imposed on Visikon in this Schedule 1;</p> <p>3.17 shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of Visikon; and</p> <p>3.18 shall inform the Customer of any intended changes concerning the addition or replacement of the processors, thereby giving the Customer the opportunity to object to such changes provided that if the Customer objects to the changes and cannot demonstrate, to Visikon's reasonable satisfaction, that the objection is due to an actual or likely breach of Data Protection Legislation, the Customer shall indemnify Visikon for any losses, damages, costs (including legal fees) and expenses suffered by Visikon in accommodating the objection.</p> <p>3.19 The Customer provides its prior, general authorisation for Visikon to transfer Personal Data outside of Denmark provided that Visikon ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, the Customer shall promptly comply with any reasonable request of Visikon, including any request to enter standard data protection clauses adopted by the EU Commission from time to time.</p> <p>3.20 The Customer represents, undertakes and warrants that all Personal Data has been and shall be collected and Processed by the Customer in accordance with the Applicable Data Protection Laws and, without limitation to the foregoing, the Customer shall take all steps necessary, including providing appropriate fair collection notices and ensuring that there is a lawful basis for Processing, in order to ensure the Processing of Personal Data by Visikon is in accordance with the Applicable Data Protection Laws.</p> | <p>required by Applicable Law to store the Personal Data;
and</p> <p>3.14 maintain complete and accurate records and information to demonstrate its compliance.</p> <p>3.15 The Customer provides its prior, general authorisation for Visikon to appoint processors to process any Personal Data, provided that Visikon:-</p> <p>3.16 shall ensure that the terms on which it appoints such processors comply with Data Protection Legislation, and are consistent with the obligations imposed on Visikon in this Schedule 1;</p> <p>3.17 shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of Visikon; and</p> <p>3.18 shall inform the Customer of any intended changes concerning the addition or replacement of the processors, thereby giving the Customer the opportunity to object to such changes provided that if the Customer objects to the changes and cannot demonstrate, to Visikon's reasonable satisfaction, that the objection is due to an actual or likely breach of Data Protection Legislation, the Customer shall indemnify Visikon for any losses, damages, costs (including legal fees) and expenses suffered by Visikon in accommodating the objection.</p> <p>3.19 The Customer provides its prior, general authorisation for Visikon to transfer Personal Data outside of Denmark provided that Visikon ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, the Customer shall promptly comply with any reasonable request of Visikon, including any request to enter standard data protection clauses adopted by the EU Commission from time to time.</p> <p>3.20 The Customer represents, undertakes and warrants that all Personal Data has been and shall be collected and Processed by the Customer in accordance with the Applicable Data Protection Laws and, without limitation to the foregoing, the Customer shall take all steps necessary, including providing appropriate fair collection notices and ensuring that there is a lawful basis for Processing, in order to ensure the Processing of Personal Data by Visikon is in accordance with the Applicable Data Protection Laws.</p> |
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Schedule 2 – ORDER FORM

Customer:	Blue Space Ventures AG [(Registered number: [NUMBER])]	Visikon:	Visikon Aps (Registered number 34601976)
Customer's address:	Am Stadtrand 11 8600 Dübendorf	Visikon's address:	Møllehatten 25, 2.1, 8240 Risskov, Denmark
Customer's representative:	Name: Peter Mlttemeyer Title: CEO Email: peter.mitttemeyer@compassana.ch Telephone: [Telephone]	Visikon's representative:	Name: Anders Nejsum Title: CEO Email: anders@visikon.com Telephone: +45 29910435

1. Scope of Services

Incorporated Terms:	This Order Form is a contract between Customer and Visikon and incorporates, by reference, all the terms and conditions contained in the Customer Terms and Conditions entered into between the parties as part of this order form. Unless separately defined in this Order Form, the defined terms used in this Order Form will have the same meanings as the defined terms in the Terms and Conditions.
Order Form Effective Dates	Xx.xx.2024
Initial Subscription Term	12 months from the Order Form Effective Date
Renewal Subscription Term	The subscription renews automatically for 12 months from date of expiry of the former Subscription Term, unless the subscription is terminated in due time.

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Termination of Subscription	The subscription may be terminated by either contracting party with a notice period of 180 days before the end of the active Subscription Term.
Set-Up Services	See Appendix 1
One-time fee for Set-Up Services	CHF 5.000
Subscription Fees – Initial Subscription Term:	CHF 10.000 annual license fee covering up to 3 hospitals. Payable Annually.
Additional payment terms for the Subscription Fees (if applicable):	CHF 5.000 license fee added to the subscription fee per added hospital after the first 3 hospitals.

The Customer and Visikon enter into a contract incorporating the Incorporated Terms referred to above and the details set out in this Order Form.

For VISIKON APS

By: _____
Authorised Signatory

Name: _____Anders Nejsum_____

Title _____CEO_____

Date: _____

For Blue Space Ventures

By: _____
Authorised Signatory

Name: _____Peter Mittermeyer_____

Title _____CEO_____

Date: _____

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Appendix 1 – Set-Up Services

Visikon will set up the SaaS solution, *My Treatment™*, for a Compassana landing page. This agreement initially covers up to three hospitals and includes the following content and modules:

- **Generic Video ("Why" Video):** A custom generic video explaining the importance of colon cancer screening, usable across all hospitals.
- **Standard Patient Education Module for Colonoscopy:** This module includes multiple videos and additional educational content.

The content will be made available on the Compassana landing page through embedded video links for streaming.

The customer, or its hospital partner, is responsible for ensuring the accuracy and authorization of the content prior to its distribution to patients.

Optional: The provided module(s) may also be delivered via the *My Treatment™* application, which includes all module content along with supporting documents, a symptom guide, and an FAQ. The application will feature the hospital's logo and contact details.

At no additional cost, a direct link to the full module(s) for access via the *My Treatment™* app can be provided.

For an additional fee, the *My Treatment™* app can be embedded as a white-label application, accessible within an iFrame on the Compassana app or landing page, with the customer's or hospital partner's logo replacing the *My Treatment™* branding (see Additional Set-Up Services below).

Additional Set-Up Services

Additional services must be agreed upon in writing prior to delivery and will be invoiced as one-time fees based on time and materials. Examples of such services include:

- Customizing modules for individual hospitals to reflect local procedures.
- Embedding the *My Treatment™* app within the Compassana landing page or app as a white-label solution, removing *My Treatment™* branding but retaining the customer's or hospital's logo. All *My Treatment™* features will remain functional.
- Implementation support.
- Subscription upgrades to include additional treatment modules and content.
- Adding new hospitals to the service.

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Appendix 2 – Services Description

The SaaS service provided under this agreement includes:

- Embed links to all videos for placement on the Compassana landing page.
- *My Treatment™* app access, including:
 - One module (full treatment package).
 - Direct access to specific module(s) within the *My Treatment™* app.
 - One language (German).
 - Custom branding with each hospital's logo, name, and contact details (if applicable).
 - Local document upload (if applicable).
 - Generic written content for the Symptom Guide and FAQ (if applicable).

All standard videos adhere to clinical guidelines and are reviewed following any updates.

The service also includes:

- Technical support via email.
- A dedicated *My Treatment™* consultant.

Service Level Agreement (SLA)

Availability of the My Treatment™ platform:	99.5%, uptime
Operating hours:	24/7, Service hours
Automatic monitoring:	24/7, Service hours.
Technical support response time:	24 hours

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[Appendix 3 – Description of Data Processing]

The details of Visikon Processing activities under this Order Form are as follows:

Subject matter of Processing	The processing of personal data on behalf of the Customer concerns if the User via the <i>My Treatment</i> application choose to send an e-mail to the User's relatives with an introduction and access to a copy of the general information in the User's <i>My Treatment</i> treatment programme. The sharing feature contain the User's name (if the User choose to provide it) and the email address of the relative.
Duration of Processing	Data is used to send e-mail and is stored for technical reasons on the mail provider's servers for up to 10 days.
Nature and purpose of the Processing	The purpose of data processing is to visualise the User's course of treatment in <i>My Treatment</i> using an app or a browser so that the patient's/citizen's health literacy is improved.
Description of the types of Personal Data	Entered e-mail address for User's relatives. Entered name of the User
Description of the categories of Data Subjects	General personal data
DP Sub-processors	Hetzner Online GmbH
	DE812871812
	Industriestr. 25 91710 Gunzenhausen Germany
	Am Datacenter-Park 1 08223 Falkenstein Germany
	Rapidmail GmbH
	Ust-ID: DE262810345
	Wentzingerstraße 21 79106 Freiburg i.Br. Deutschland
	MEGASPACE Internet Service GmbH Max-von-Laue-Str. 2b 76829 Landau / Palatinate Germany Uvensys GmbH Robert-Bosch-Straße 4b, 35440 Linden, Hesse, Germany