# ICARE ILLUME SOFTWARE TERMS OF SERVICE ("Terms")

## 1 SCOPE OF THE TERMS; PARTIES

1.1 These Terms apply to Agreement(s) on the provision of the Software Service and/or other Services by CentreVue S.p.A ("**Supplier**") to the firm, company, corporation or other entity named in the Agreement ("**Customer**"). These Terms form an integral part of the Agreement. The Supplier and the Customer are hereinafter referred to each as a "**Party**" and together as the "**Parties**".

1.2 BY CLICKING THE ACCEPTANCE OF THE AGREEMENT, SIGNING THE AGREEMENT OR USING THE SOFTWARE SERVICE OR THE DOCUMENTATION, THE CUSTOMER AGREES TO BE BOUND BY THE TERMS OF THE AGREEMENT.

1.3 The Customer agrees that each user of the Customer who takes the Software Service into use or otherwise accepts the Agreement (including but not limited to these Terms), or a modified or new version thereof, is authorized to enter into a binding agreement on behalf of the Customer and that the Customer is bound by the Agreement (including but not limited to these Terms).

## 2 DEFINITIONS

The following terms shall have the meanings assigned to them herein, unless otherwise agreed in the Agreement:

"**Agreement**" means an agreement in which the Parties agree on the provision of the Service(s) to the Customer, such as (i) an agreement signed by the Parties, (ii) the Supplier's binding offer accepted by the Customer, or (iii) the Customer's order (e.g. by email or through the Supplier's e-commerce or other system) confirmed by the Supplier.

"**Customer Data**" means images and other data submitted by or on behalf of the Customer into the Software Service, including but not limited to Personal Data contained in the Customer Data. Customer Data excludes the data submitted or provided by the Referred Third-Party.

"**Device**" means the approved camera device models that are defined by the Supplier in the Documentation from time to time to be compatible to be used with the Software Service.

"**Documentation**" means usage manuals and other documentation in written or electronic form that are supplied to the Customer or included in the Software Service.

"**Error**" means an error in the Software Service, which can be reproduced and which causes the Software Service not to function materially according to the Software Service's written service description in the Documentation, as modified by the Supplier from time to time, excluding marketing materials.

"**Intellectual Property Rights**" means any and all intellectual property rights, such as patents, inventions, trademarks, copyrights, rights related to copyright and rights in designs, whether registered or not, and all rights or forms of protection having equivalent or similar effect to any of the foregoing.

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

"**Professional Service(s)**" means, except for the Software Service, any services agreed to be provided by the Supplier in the Agreement, such as consultation, separately priced Support Services and/or training.

"**Referral Functionality**" means the functionality of the Software Service allowing the Customer to provide Referred Data through the Software Service to the Referred Third-Party.

"**Referred Data**" means the referrals, images, other data and/or notifications provided by the Customer to the Referred Third-Party through the Software Service by using the Referral Functionality.

"**Referred Third-Party**" means the third party to whom the Customer provides Referred Data through the Software Service by using the Referral Functionality.

"**Service(s)**" means the Software Service, the Support Service and/or the Professional Services.

"**Software Service**" means the iCare ILLUME software as a service agreed to be provided by the Supplier to the Customer in the Agreement.

"**Statistical Information**" means information (i) on the way the Customer and its users use and access the Software Service, such as information on the time of use and of ways to access the Software Service and (ii) on the geographies, devices, browsers and similar identifications of the use of the Software Service, all of (i) – (ii) in a statistical or aggregated form so that a user's or the Customer's identity cannot be seen from the Statistical Information.

"**Subscription**" means the time period of the Customer's right to use the Software Service under the Subscription Model, that renews automatically as set out in these Terms. The Subscription Period is twelve (12) months unless otherwise defined in the Agreement.

"**Subscription Model**" means the Customer's right to use the Software Service during the Subscription.

"**Support Service**" is defined in Section 6.

"**Trial Use**" is defined in Section 5.

"**Trial Period**" means, unless otherwise defined in the Agreement or otherwise notified by the Supplier in written form, a time period of thirty (30) days from the date the Supplier creates the test use ID.

## 3 GENERAL

3.1 The Software Service and other Services to be provided to the Customer are defined in the Agreement.

3.2 The Parties may also agree on additional orders of Professional Services by agreeing in written form (email or other electronic form being sufficient). All orders are governed by the Agreement and these Terms.

3.3 If the Customer wishes to use the Referral Functionality, the Customer shall request the Supplier to enable it for the Customer.

3.4 The Customer understands that the images taken by the Device and other Customer Data are transmitted automatically via the Internet into the Software Service.

3.5 The Supplier can develop the Software Service. Thus, the Supplier may make updates, upgrades, bug fixes, modifications and enhancements to the Software Service from time to time.

3.6 The Customer will, at its own expense, acquire the Devices, connections, data transfer services, hardware, and other software and information security services that are required to be used in connection with the Software Service and for the purpose of the remote connection with the Services, according to the compatibility requirements set by the Supplier from time to time.

3.7 The Customer shall notify the Supplier of Errors and of errors in the provision of the Professional Service without undue delay and in any case latest within fourteen (14) days from the provision of the Service.

## 4 DISCLAIMERS AND SCOPE OF USE

4.1 In the use of the Software Service, the Customer shall pay particular attention to and use the Software Service only within the limits of the purpose and ways of permitted use, the intended use claims, the indication for use claims, the intended use environment, the exclusion criteria, the warnings and other medical claims and the contra-indications of the Software Service as set out in the Documentation or otherwise.

4.2 THE SOFTWARE SERVICE IS NOT INTENDED OR IMPLIED TO BE A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS OR TREATMENT. THE SUPPLIER OR ITS SUPPLIERS ARE NOT LIABLE ARISING OUT OF OR IN CONNECTION WITH A MISDIAGNOSIS OR MISTREATMENT. THE SUPPLIER IS NOT LIABLE FOR THE ACCURACY OR CORRECTNESS AND DOES NOT ASSUME ANY LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, CORRECTNESS OR COMPLETENESS OF ANY DATA OR CONTENT AVAILABLE FROM THE SOFTWARE SERVICE.

4.3 WITHOUT LIMITING THE FOREGOING, THE SUPPLIER IS NOT LIABLE FOR THE DIAGNOSIS, OPINIONS, COMMENTS, CONTENTS, INFORMATION, NOTIFICATIONS OR OTHER DATA PROVIDED BY THE REFERRED THIRD-PARTY, OR OTHERWISE FOR THE ACTIONS OR OMISSIONS OF THE REFERRED THIRD-PARTY.

4.4 IF THE CUSTOMER IS USING THE REFERRAL FUNCTIONALITY, THE SUPPLIER IS NOT RESPONSIBLE OR LIABLE FOR THAT THE REFERRED THIRD-PARTY REVIEWS THE REFERRED DATA OR REACTS AS INTENDED TO THE REFERRED DATA. THE CUSTOMER SHALL MAKE SURE THAT THE REFERRED THIRD-PARTY HAS REVIEWED THE REFERRED DATA AND REACTED TO THE REFERRED DATA AS INTENDED.

## 5 TERMS OF USE

5.1 Subject to the Customer's payment of the prices payable for the right to use the Software Service to the Supplier ("**SaaS Fee**"), the Customer is granted a non-exclusive, non-transferable and non-sublicensable right to use the agreed functionalities of the Software Service during the term of the Agreement in the Customer's internal use solely in connection with using the Devices and in accordance with the Documentation and these Terms.

5.2 **Trial Use**. However, if in the Agreement it is agreed that the Customer is granted the right to use the Software under the trial use grant ("**Trial Use**"), the Customer is granted a non-exclusive, non-transferable and non-sublicensable right to use the agreed functionalities of the Software Service during the Trial Period in the Customer's internal use solely in connection with using the Devices and in accordance with the Documentation and these Terms. The Trial Use can include Support Service during the Trial Period to a limited extent if defined by the Supplier from time to time, without any commitment or liability by the Supplier. THE SOFTWARE SERVICE UNDER THE TRIAL USE AND THE RELATED SUPPORT SERVICE ARE PROVIDED "AS IS", WITHOUT ANY EXPRESS OR IMPLIED WARRANTY, LIABILITY OR REPRESENTATION OF ANY KIND. ARISING OUT OF OR IN CONNECTION WITH THE SOFTWARE SERVICE UNDER THE TRIAL USE AND THE RELATED SUPPORT SERVICE, THE SUPPLIER SHALL NOT HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER DAMAGES, SUCH AS LOSS OF PROFIT, REVENUE OR GOODWILL, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES, PERSONAL INJURY, COST OF COVER PURCHASE OR LOSS OF DATA OR FOR DAMAGES PAYABLE TO THIRD PARTIES, EVEN IF THE SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.3 The Customer may use the Documentation internally to support the use of the Software Service, as long as the Customer's right to use the Software Service is in force.

5.4 The Customer may not use the Software Service or the Documentation to offer services to any third party or otherwise transfer the Software Service or the Documentation or allow access to the Software Service or the Documentation to any third party or allow any third party to benefit from the Software Service or the Documentation. There are no implied rights to use. The Customer may not (a) copy, modify or create a derivative work of the Services or the Documentation; (b) reverse engineer, decompile, translate, disassemble or otherwise attempt to extract any or all of the source code of the Software Service or the software used to provide the Software Services; (c) sell, resell, sublicense, transfer or distribute any of the Services or the Documentation; or (d) use the Services or the Documentation for any unlawful, fraudulent, offensive or obscene activity. In the use of the Software Service, the Customer shall comply with applicable laws and regulations.

5.5 The Customer's users shall maintain their usernames and passwords diligently and the usernames and passwords may not be disclosed to third parties. The Customer is responsible for the use of Software Service by using its

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users' usernames and passwords. The Customer shall immediately notify the Supplier of any unauthorized use of or access to the Software Service, or if any username or password has been revealed to any third party.

## 6 SUPPORT SERVICE

6.1 The Supplier makes available to the Customer its support service for the Software Service according to the Supplier's support model as in force from time to time ("**Support Service**"). Additional Support Service may be available to the Customer as Professional Service upon payment of applicable fees, as specified in the Supplier's price list applicable at each time.

6.2 The Support Service may be accessed and contacted by such named main users of the Customer, who are trained in the use of the Software Service.

6.3 The Support Service does not cover Errors arising out of: (a) misuse of the Software Service or the Device, such as use in violation of the Terms, the Documentation, provisions of the Agreement or the usage instructions; (b) the use of the Software Service with any other product, service, database, hardware, network or system other than the Devices, or by changes in the same; (c) modification or a faulty integration by anyone else than the Supplier or its subcontractor; (d) third parties' actions or omissions, such as giving false information; (e) failures in the Customer's environment or network or in the Internet or other networks outside the Supplier's reasonable control; or (f) the Customer's systems connected or integrated with the Software Service.

6.4 The Supplier cannot warrant that all Errors can or will be corrected or that Errors can or will be corrected within a certain time period. The Supplier may prioritize the investigation and correction of different Errors taking into account their severity and effect, as estimated by the Supplier. THE SUPPLIER DOES NOT WARRANT THAT THE SOFTWARE SERVICE WOULD BE ERROR-FREE OR UNINTERRUPTED OR FIT FOR PURPOSE. THERE ARE PLANNED AND OTHER SERVICE BREAKS IN THE PROVISION OF AND ACCESS TO THE SOFTWARE SERVICE.

## 7 PERSONAL DATA, CUSTOMER DATA

7.1 The Data Processing Schedule(s) attached to the Agreement and to these Terms and/or other terms concerning the processing of personal data defined in the Agreement are integral part(s) of these Terms. The Supplier and its subcontractors may use the Customer Data to provide Services to the Customer, and to the Referred Third-Party if the Customer provides a referral, an image or other data or notification related to or containing the Customer Data to the Referred Third-Party through the Software Service.

7.2 The Customer warrants that the Supplier and its Sub-Processors are authorized to process the Customer Data under applicable legislation for the purposes of the Agreement and that the Customer has gained the necessary consents from the patient and other Data Subjects for the purpose of such processing. If the Customer provides a referral, an image or other data or notification related to or containing the Customer Data to the Referred Third-Party through the Software Service, the Customer also warrants that the Supplier and its Sub-Processors are authorized under applicable legislation to provide the Customer Data to the Referred Third-Party through the Software Service and that the Customer has gained the necessary consents from the patient and other Data Subjects for the Supplier to provide the Customer Data to the Referred Third-Party and for the purpose of the processing by the Referred Third-Party.

7.3 However, during and after the term of the Agreement, the Supplier has a perpetual, non-revocable, transferable, sublicensable and free of charge right to use, operate, copy, modify, disclose and publish the Statistical Information, such as to develop and manage the Software Service and the Documentation and to publish statistics and trend information.

7.4 THE CUSTOMER IN PARTICULAR AGREES TO INSTRUCT ITS USERS AND SHALL ENSURE THAT IT OR ANY OF ITS USERS DO NOT ENTER INTO ANY SUPPORT REQUEST OR IN ANY SUPPORT TICKET ANY PATIENT DATA, HEALTH INFORMATION OR ANY OTHER PERSONAL DATA CONCERNING HEALTH. THIS APPLIES, FOR THE AVOIDANCE OF DOUBT, TO SAID DATA IN ANY FORMAT, INCLUDING BUT NOT LIMITED TO DATA IN PSEUDONYMIZED FORMAT.

## 8 INTELLECTUAL PROPERTY RIGHTS

8.1 As between the Parties, the Customer retains title and Intellectual Property Rights in and to the Customer Data (excluding the Supplier's technology and other rights of the Supplier).

8.2 Title and Intellectual Property Rights in and to the Software Service, other Services, the results of the Services, the Documentation, and any copies, modifications, translations, amendments and derivatives thereof, belong to the Supplier and/or its licensors.

## 9 PRICES AND PAYMENT

### 9.1 Prices

9.1.1 If some prices are not agreed in the Agreement, in the order or otherwise in written form, the Supplier's general price list in force from time to time shall apply.

9.1.2 The Supplier may amend the prices of the Subscription Model by notifying the Customer latest ninety (90) days before the start of the following Subscription Period.

9.1.3 For other usage models, the Supplier may amend the price of the Software Service by giving the Customer a ninety (90) days' notice.

9.1.4 The Supplier may also launch new optional features or functionalities of the Software Service separately subject to an additional price payable by the Customer.

### 9.2 Invoicing and Payment

9.2.1 If not otherwise agreed in the Agreement, the prices are invoiced as follows:

(a) starting and initial prices, when the Agreement is entered into or an order is made;

(b) recurring prices, such as monthly, quarterly or annual SaaS Fees, in advance of the invoicing period; and

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(c)     other prices monthly afterwards.

9.2.2   Invoices are payable within fourteen (14) days from the date of the invoice. Any overdue payment shall be subject to an overdue interest at the rate of Euribor 12-month rate + 9 % per annum, plus a flat late fee of 50 € per delayed invoice. The Supplier may suspend its deliveries to the Customer and the Customer's access to the Software Service if the Customer has delayed in making any payment despite of a payment reminder.

**9.3     Taxes and Expenses**

9.3.1   Value-added tax, withholding tax, duties, levies and other taxes and governmental charges shall be borne by the Customer and added to the prices. This shall not however apply to the income tax payable by the Supplier for its income.

9.3.2   The Customer shall reimburse to the Supplier the travel and accommodation expenses and daily allowances accrued to the Supplier for agreed traveling to perform the Professional Services. Travel time shall be compensated in accordance with the Supplier's general price list in force from time to time.

**10      CONFIDENTIALITY**

10.1    Each Party (i) shall keep in confidence all information received from the other Party of confidential nature or marked as confidential (together referred to as "**Confidential Information**"); (ii) may not disclose the other Party's Confidential Information to any third party and (ii) may not use the other Party's Confidential Information for any purpose other than for fulfilling its obligations and using its rights arising out of the Agreement. The Supplier may disclose the Customer's Confidential Information to its subcontractors for the fulfillment of the purpose of the Agreement provided that the subcontractors have committed to a confidentiality provision substantially similar as herein, and to the Referred Third-Party if the Customer provides a referral, an image or other data or notification to the Referred Third-Party through the Software Service.

10.2    The foregoing obligations shall not apply to information: (i) which at the time of the disclosure is or later becomes generally available or otherwise public through no fault of the receiving Party; (ii) which was in the possession or knowledge of the receiving Party prior to receipt of the same from the other Party; (iii) which the receiving Party receives  from a third party; (iv) which the receiving Party has independently developed without using the other Party's Confidential Information; or (v) which must be disclosed based on law or an order by an authority, police or court or to enforce the terms of the Agreement. The Supplier may also use the general expertise and skills that its and its subcontractors' personnel have learnt in conjunction with the Agreement. The Supplier may also freely, perpetually and free of charge use and disclose, for any and all purposes, the feedback given by the Customer regarding the Software Service, other Services, the results of the Services, the Documentation or other business of the Supplier or its affiliated companies. The receiving Party's obligations in this Agreement with respect to the disclosing Party's Confidential Information remain in force for five (5)

years from the date the receiving Party received the Confidential Information in question, and shall during such time period survive the expiration or termination of the Agreement.

**11      LIABILITY**

11.1    A Party shall have no liability for any: (i) indirect, incidental, special, consequential, punitive or exemplary damages, such as loss of profit, revenue or savings, or (ii) personal injury, loss or alteration of data or for any damages incurred as a result thereof, or for cover purchase.

11.2    A Party's aggregate maximum liability for damages to the other Party arising out of or related to the Agreement and any and all Customer's orders for any and all causes of action occurred during any calendar month (and with respect to  damages which the Supplier is liable to compensate to the Customer, including the amounts of possible price returns, price reductions and service level credits), shall not exceed fifty percent (50 %) the amount of the SaaS Fee (without value added tax and other governmental charges) paid by the Customer to the Supplier for the said calendar month.

11.3    No action, regardless of form, may be brought by a Party against the other Party more than six (6) months after the cause of action has arisen.

11.4    These limitations of liability shall not apply to damages caused by gross negligence or intentional act or to breaches of the terms of use in Section 5.

**12      TERM AND TERMINATION**

**12.1    Subscription Model**

Under the Subscription Model, the Subscription and the Agreement will remain in force initially for the first Subscription Period, after which the Subscription and the Agreement will automatically renew for subsequent time periods each equal to the length of the first Subscription Period, unless terminated by either Party by a written notice given at least sixty (60) days prior to the end of the then current Subscription Period.

**12.2    Other Usage Models**

Under usage models other than the Subscription Model, a Party may terminate the Agreement by giving the other Party a ninety (90) days' written notice.

**12.3    Termination Due to Cause**

Either Party may terminate the Agreement immediately by giving the other Party a written notice, if the other Party commits a material breach of the Agreement and fails to remedy the same within thirty (30) days after receipt of a written demand from the other Party to cure the breach.

**12.4    Events upon Termination**

Upon the termination of the Agreement, on the Customer's request, the Supplier shall reasonably contribute in the transition of the Customer Data in the Software Service to the Customer or a third party designated by the Customer. Unless otherwise agreed in writing, this obligation to contribute is valid during the term of the Agreement. The

Customer shall pay for such Professional Services according to the Supplier's valid price list.

## 13 MISCELLANEOUS

### 13.1 Amendment of Terms; Waiver

13.1.1 A failure by a Party to use any of its rights based on the Agreement shall not be construed as a waiver of such right.

13.1.2 If the Supplier launches new features or functionalities of the Software, the Supplier may impose new and/or amended terms as a condition for use of those features and functionalities, and those new and/or amended terms will be applied starting from the Customer's acceptance or the use of the features or functionalities. The Supplier may also otherwise update the terms of the Agreement from time to if there are changes in the Supplier's or its subcontractors' products, services or working methods provided that the updated terms do not have essential adverse effect on the Customer's rights.

### 13.2 Assignment and Subcontractors

Either Party may not assign the Agreement to a third party, without the prior written consent of the other Party. However, the Supplier may assign the Agreement and its rights arising out of the Agreement to a transferee or when assigning the ownership of the Supplier's business or part thereof, or to the Supplier's affiliated company, and, for the avoidance of doubt, by operation of law.

### 13.3 Survival

Upon termination of the Agreement, the provisions relating to Intellectual Property Rights, disclaimers of warranty, confidentiality, limitations of liability, and governing law and dispute settlement, shall survive. Also, any other provisions which by their nature or wording contemplate effectiveness beyond the termination of the Agreement, shall survive the termination.

### 13.4 Entire Agreement

The Agreement supersedes previous proposals, marketing materials and other communications between the Parties with respect to the subject matter of the Agreement. The Customer's purchase, procurement or other terms shall not apply to the Agreement, even if referred in or attached to the Customer's purchase order or other document submitted by the Customer.

### 13.5 Severability

If any provision of the Agreement is found to be contrary to law, the other provisions of the Agreement will remain in full force and effect. Such invalid provision shall be amended by the Parties and the Agreement shall be interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law.

### 13.6 Force Majeure

A Party shall not be liable for delays, defects or damages that are caused by factors due to an impediment beyond its reasonable control, which the Party cannot reasonably be deemed to have taken into account at the time of the conclusion of the Agreement, and the consequences of which the Party could not reasonably have avoided or overcome. Such events of force majeure shall include (without being limited to) war, strikes and other labor disputes, acts of government, statutes, ordinances or regulations, embargo, natural disasters, accidents, failures of telecommunication, general shortages of energy, security attacks, and failures in Internet and other networks outside the Party's reasonable control.

### 13.7 Governing Law and Dispute Settlement

The Agreement shall be construed in accordance with Finnish laws, excluding the choice of law provisions and the UN Convention on Contracts for the International Sale of Goods. Disputes arising out of the Agreement shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitration of the Finland Chamber of Commerce, in Helsinki in English language. Notwithstanding the above, the Supplier may also seek equitable and/or injunctive relief to prevent or stop a violation of the terms and conditions contained in the Agreement and take legal actions concerning overdue payments, in any court of law.

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