

End User License Agreement

Last Updated August 10, 2022

SCOPE

This web site (the “Proximie Web Site”) contains both Public Content and Platform Content, which may be accessed via this web site or by Proximie’s mobile application (the “App”), and may be used in conjunction with Third Party Equipment (as defined below). The use of the Proximie Platform, Third Party Equipment and/or the Services (each defined below) is subject to these Terms of Use (“Terms”), provided that these Terms shall only apply to the extent they do not conflict with any signed agreement (a “Customer Agreement”) between Proximie Limited or its affiliates (together, “Proximie,” “we,” “us”) and you and your employer (or the organization or entity providing you access thereof) (together, “you,” “your,” “yourself”). You represent that you have authority to bind yourself to these Terms, and you agree to be bound by these Terms and all documents or agreements incorporated by reference. These Terms may be amended, modified, supplemented or replaced by other terms and conditions, e.g. for the purchase of products and services, at any time and in Proximie’s sole discretion. Upon log-in, or where a log-in is not required, accessing or using the Services, or accessing or using the Public Content, constitutes acceptance of these Terms in their then current version. You and Proximie are each a “Party” and collectively the “Parties.”

SERVICES

a. Proximie’s Platform Content and Services are only available to certain customers. For such customers, in consideration for payment of the fees referred to in the applicable Order Form (the “Fees”) to Proximie, in accordance with these Terms,

Proximie will provide you (and any Healthcare Establishments agreed by you and Proximie from time to time) with – each as specified in the Order Form:

- i. the Services;
- ii. access to and a license to use the Products, in accordance with the obligations and restrictions contained herein; and
- iii. the Third Party Equipment, on a loan basis and in accordance with the Third Party Equipment provisions contained herein.

b. You assume sole responsibility for your use of the Proximie Platform, Services, and any Third Party Equipment and for results, conclusions, diagnoses or other decisions derived from such use. Proximie cannot guarantee the ongoing availability of the Proximie Platform or the Services. Proximie's commitments to the availability of the Proximie Platform and Services are as follows:

- i. With respect to all Public Content, Proximie may stop the operation of the Proximie Web Site in full or in part at any time. Due to the nature of the internet and computer systems, Proximie cannot accept any liability for the continuous availability of the Proximie Web Site. Proximie shall have no liability for any errors, outages or omissions in any information, video, audio or other media, nor any instructions or scripts provided through the Proximie Web Site. All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from these Terms.
- ii. With respect to the Services and Platform Content, Proximie warrants that the availability of such content and the Proximie Web Site shall be governed by Proximie's Documentation.

REGISTRATION & PASSWORD

Proximie's Products and Services (excluding Public Content) are password protected. If applicable, Proximie shall provide you or your relationship manager with access to an administrator system on the Proximie Platform, which will allow you to provision individual login accounts through which your (and/or applicable Healthcare

Establishment(s)') personnel that you have authorized to receive the Services ("Authorized Users") may access the Products and Services. Each Authorized User must maintain a separate account with unique login information and password (an Account) and shall be responsible for using the Account in accordance with these Terms. Proximie reserves the right to deny or revoke, at any time and without obligation to give reason(s), the Account of any Authorized User. Actions which may result in denial or revocation of an Account include, but are not limited to, you or an Authorized User:

- i. using false data for the purpose of registration;
- ii. violating these Terms or other agreement with Proximie;
- iii. violating any applicable laws in the access to or use of the Proximie Platform, Services or Third Party Equipment;
- iv. exceeding the maximum number of Authorized Users that are permitted under an order form or other agreement;
- v. allowing any Account to be used by more than one Authorized User, unless the Account is transferred entirely to another Authorized User, in which case the prior Authorized User shall no longer have any right to use the Proximie Platform, Services or Third Party Equipment;
- vi. failing to keep a secure password, or failing to keep confidential a password, for Your use of the Proximie Platform, Services or Third Party Equipment;
- vii. failing to notify Proximie immediately in the event that you or any Authorized User becomes aware that the security of any Account login information or password has been compromised; or
- viii. failing to maintain a written, up to date list of all Authorized Users, or failing to promptly provide Proximie, and in any event within two (2) business days, with such list, as may be requested from time to time.

DUTIES OF USERS

a. When using the Proximie Platform (excluding access of the Public Content), Services and Third Party Equipment, you shall:

i. provide Proximie with all co-operation, access and information as may be reasonably required by Proximie in order to provide the Proximie Platform, Services or Third Party Equipment;

ii. obtain and maintain all necessary licenses, consents (including any applicable medical consent or patient consent in relation to and in advance of each procedure involving the use of the Proximie Platform, Services or Third Party Equipment), permissions, authorizations, registrations and certifications required to enable you to use the Proximie Platform, Services or Third Party Equipment in accordance with these Terms;

iii. at all times and at your own expense comply with all laws and regulations that are applicable to your activities under these Terms;

iv. ensure that your receipt, and use, of the Proximie Platform, Services or Third Party Equipment under these Terms does not cause Proximie to become a medical device, an accessory to or a part or component of a medical device (or equivalent under applicable laws);

v. ensure (i) confidential information, (ii) Personal Data as defined under the General Data Protection Regulation (GDPR) and UK Data Protection Act 2018, (iii) Protected Health Information ("PHI") as defined by the Health Insurance Portability and Accountability Act (HIPAA), and (iv) other similar data under applicable laws, are not disclosed or made available to anyone other than those expressly permitted to view such Confidential Information or PHI under these Terms or other terms of conditions with Proximie, as applicable.

vi. grant Proximie access to your premises to allow Proximie (or a third party on its behalf) to deliver and recover the Third Party Equipment upon expiry or early termination of these Terms and/or relevant Order Form, in accordance with the termination provisions included or referenced herein.

b. When accessing the Public Content, you shall:

i. at all times and at your own expense comply with these Terms, and all laws and regulations that are applicable to your activities under these Terms

c. When using the Proximie Platform (including both Public Content and Platform Content), Services and Third Party Equipment, you shall not:

i. access, store, distribute or transmit any viruses, worms, trojan horses, or any other software, code, files, scripts, agents, programs or materials during their use of the Proximie Platform, Services or Third Party Equipment: (a) are unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or ethnically offensive; or (b) are otherwise illegal or causes damage or injury to any person or property, and Proximie reserves the right, without liability or prejudice to its other rights, to disable your access to the Proximie Platform, Services for any breach of the provisions of this paragraph;

ii. interfere with or disrupt the integrity or performance of the Proximie Platform, Services or Third Party Equipment;

iii. decompile, disassemble, scan, reverse engineer, or attempt to discover any source code or underlying ideas or algorithms of any Services or the Proximie Platform;

iv. list or otherwise display or copy any code of any Services or the Proximie Platform, except to the extent necessary for your use of Proximie's Services;

v. gain or attempt to gain unauthorized access to the Services, Proximie Platform or infrastructure, or any element thereof, or circumvent or otherwise interfere with any authentication or security measures of the Services and/or Proximie Platform;

vi. include any portion of any Services and/or Proximie Platform in any other service, equipment, or except as permitted by any specific integration terms agreed in writing by Proximie;

vii. perform penetration tests on the Proximie Platform or Services; or

viii. use, evaluate, or view the Services and/or Products for the purpose of designing, modifying, or otherwise creating any environment, software, models, algorithms, products, program, or infrastructure or any portion thereof, which performs functions

similar or comparable to the functions performed by the Services and/or products except to the extent otherwise agreed by the Proximie in writing.

d. Proximie may deny or restrict access to the Proximie Platform, Services or Third Party Equipment at any time for failure to adhere to any of the above duties or for breach of any of these Terms.

PAYMENT

a. If applicable, Proximie shall invoice you for the Fees in accordance with the Invoicing Arrangements set out in the Order Form, or, in the event no Order Form exists, at Proximie's then applicable market rates for the Products and/or Services provided to you. You shall pay all invoices issued by Proximie within thirty (30) days of the invoice date (the "Due Date"), unless otherwise agreed in writing. All Fees set out in the Order Form are exclusive of tax.

b. If Proximie has not received any invoiced Fees by the Due Date, then without prejudice to any other rights and remedies of Proximie:

i. Proximie may, without liability to you, disable the your (including your Authorized Users' and applicable Healthcare Establishments') passwords, Accounts and access to all or part of the Products, Third Party Equipment or the Services, and Proximie shall be under no obligation to provide any or all of the Products, Third Party Equipment or Services for any period during which such amounts remain unpaid; and

ii. late payment interest shall accrue on a daily basis on such amounts at a rate equal to the lesser of: (i) 1.5% per month; and (ii) the maximum amount of interest for late payment allowed by applicable law.

c. You shall be responsible for all taxes arising under these Terms, including sales, use, gross receipts, excise, value added, and goods and services taxes (but not including Proximie's income taxes), in addition to any duties, costs of compliance with export and import controls and regulations and other governmental assessments, and, if applicable, withholding taxes so that after payment of such taxes the amount Proximie receives is not less than the Fees set forth in the Order Form. In the event that a double

taxation treaty applies, which provides a zero or reduced withholding tax rate, you agree not to withhold or withhold at the reduced tax rate in accordance with the double taxation treaty.

CONFIDENTIALITY

a. All Platform Content, data and information on the Proximie Platform (excluding Customer Generated Content) may not be distributed or otherwise made available by you to any third party at any time, except as necessary to provide access to Authorized Users.

b. This Proximie Platform may contain confidential and/or proprietary Public Content or Platform Content including data, videos, technical information, ideas, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, documentation, software programs and/or software source documents that is protected by copyright and other laws respecting proprietary rights. Proximie retains all rights in the Proximie Platform, and such confidential and/or proprietary Public Content or Platform Content, including (without limitation) all copyright, derivative rights, and other proprietary rights, on a worldwide basis, also including, but not limited to, patents, know-how, and trademarks. You agree to take all reasonable steps to avoid disclosure of any such confidential information.

VIDEO UPLOAD & CUSTOMER GENERATED CONTENT

a. For Proximie customers paying for and receiving the Products or Services, this Section shall apply to all audio-visual recordings and images and information (including video, still images and sound) made by or on behalf of you (and/or applicable Healthcare Establishment(s)) using the Proximie Platform or uploaded onto the Proximie Platform ("Customer Generated Content"), subject to any additional or alternative terms set out in an Order Form.

b. You acknowledge and agree that Customer Generated Content shall be hosted by Proximie as part of the Services. You further acknowledge and agrees that notwithstanding the respective data protection obligations described or referenced in these Terms, as between you and Proximie, you are responsible and liable for any

Customer Generated Content you produce in receipt of or in connection with use of the Products and the Services.

c. You shall not, and shall not permit Authorized Users to, upload or submit to the Proximie Platform any Customer Generated Content that: (i) does not comply with these Terms; (ii) does not comply with applicable law; and (iii) infringes or misuses any third-party Intellectual Property Rights or confidential information.

d. As between you and Proximie, Customer Generated Content remains your property. However, you and Proximie acknowledge that you may make separate arrangements regarding ownership of Customer Generated Content with Health Establishments. You or applicable Health Establishment(s) retains all ownership, right, title and interest, including all Intellectual Property Rights, in and to the Customer Generated Content.

e. You hereby grant, and shall procure the grant by any applicable Health Establishment(s), to Proximie of a worldwide, non-exclusive, royalty-free, transferable, sublicensable license to use your Customer Generated Content (including to reproduce, distribute, modify and display it) for the purpose of operating, demonstrating, promoting and improving the Services and/or as anticipated by these Terms (including any data protection schedules and/or agreements between Proximie, you and/or the applicable Health Establishment) ("Content License Purposes"). This license will continue for the duration required to fulfil the applicable Content License Purpose(s), save to the extent that Proximie's use of the Customer Generated Content prior to such date or obligations at law require otherwise (for the avoidance of doubt, Proximie shall not be under any obligation to recall any Customer Generated Content from existing use, nor to delete copies that are required for legal or regulatory purposes).

f. You represent and warrant that you will, at all times, comply with all applicable national, state and federal laws and rules directly or indirectly applicable to you that may now or hereafter govern the gathering, use, transmission, processing, receipt, reporting, disclosure, maintenance, and storage of names, identification numbers, location data or any other information which are related to an identified or identifiable natural person ("Personal Data") and require all persons or entities under your direction or control to comply with such laws, including without limitation, to the extent applicable, HIPAA, General Data Protection Regulation (GDPR) and UK Data Protection Act 2018. Without

limiting the foregoing, you will ensure that any Personal Data Customer Generated Content with Personal Data is minimized in accordance with applicable laws. Proximie makes no representations about, and does not guarantee in any form, the anonymization of or removal of personally identifiable information (including PHI or Personal Data) in the Customer Generated Content. To the extent tools in the Proximie Platform are used to blur, block or otherwise obfuscate or modify patient information or identification therein, such action is done by you or at your direction and subject to the disclaimer in the immediately preceding sentence and all applicable disclaimers included in the Proximie Platform; and

g. You are at all times solely responsible for obtaining and maintaining all necessary patient or other individual consents to record, upload and use Customer Generated Content with Personal Data for educational, research and commercial purposes, if applicable, and all other legally necessary consents or permissions required or advisable to disclose, process, retrieve, transmit, and view any Personal Data that you transmit, store, or receive in connection with the Platform, Services, and any third party site. We reserve the right to conduct audits, from time to time, to ensure that you have all necessary consents.

h. You agree that any edits, additions or modifications to Customer Generated Content (“Content Modifications”) are done by you or at your instruction or direction, and that in any event you are responsible for verifying and validating such Content Modifications if performed by a Proximie employee or someone acting on Proximie’s behalf. For clarity, all written, verbal, or gesture communications directed by you towards Proximie employees, contractors or representatives (“Instructions”) for the purposes of making or requesting Content Modifications shall constitute an instruction by you, and you are responsible for verifying and validating such Instructions to avoid any misunderstanding or misapplication of the tools provided in the Proximie Platform.

INTELLECTUAL PROPERTY

a. Proximie retains all right, title and interest, including all Intellectual Property Rights, in and to the Proximie Platform, Services or Third Party Equipment. Proximie does not grant any licenses or access, whether express or implied, to any products, services, Proximie software, additional Proximie services, or additional Proximie products, Third

Party Equipment, or Intellectual Property Rights other than as expressly provided through these Terms or as provided in your Customer Agreement. No ownership rights are conveyed to you under these Terms. You agree you will maintain and not remove, obscure, or alter any copyright notice, trademarks, logos, and trade names and any other notices or identifications that appear on or in any Proximie Platform, Services or Third Party Equipment and any associated media and materials. Patents pending

b. In the event you provide input regarding the Services or Proximie Platform, including without limitation comments or suggestions regarding the possible creation, modification, correction, improvement or enhancement of the Services or Proximie Platform (the “Feedback”), Proximie shall be entitled to use such Feedback for any purpose, without notice, restriction or remuneration of any kind to you.

HYPERLINKS

a. The Public Content may contain hyperlinks to the web pages of third parties. Proximie shall have no liability for the contents of such web pages and does not make representations about or endorse such web pages or their contents as its own. Proximie does not exercise control over such web pages and is not responsible for their contents. You assume all risk of using such web sites.

TERMINATION

a. If you are a Proximie customer paying for and receiving the Products or Services, either you or Proximie may terminate these Terms as they relate to your receiving of the Products or Services, by giving no less than six (6) months’ prior written notice.

b. If you are a Proximie customer paying for and receiving the Products or Services, either you or Proximie may terminate these Terms (the “Terminating Party”) as they relate to your receiving of the Products or Services upon immediate written notice to the other Party (the “Terminated Party”) in the event: (i) the Terminated Party commits a material breach of these Terms (which includes non-payment of any amount by the due date for payment), which has not been remedied within ten (10) days of being notified in writing of the material breach; (ii) the Terminated Party repeatedly breaches any of these Terms; (iii) the Terminated Party is unable to pay its debts, or becomes insolvent,

or goes into administration, or is subject to any analogous event or proceeding in any applicable jurisdiction, or (iv) the Terminated Party is subject to a change of control which would, in the reasonable opinion of the Terminating Party, result in the Terminated Party being controlled by a competitor of the Terminating Party.

c. In the event of termination of the Services pursuant to this section, (i) these Terms shall continue to apply insofar as is applicable for access of the Public Content, (ii) you shall immediately pay to Proximie any outstanding amount in respect of any Products or Services supplied to date; (iii) your right to receive the Products and Services (excluding Public Content) shall cease (including any license granted by Proximie pursuant to these Terms, other than to the extent set out in this section); and (iv) you and Proximie shall, upon request of the other Party, return to the other all property and materials containing Confidential Information belonging to that other Party (including Proximie granting limited access for the you to the Proximie Platform for the sole purpose of extracting copies of Customer Generated Content), other than to the extent expressly stated in these Terms or as required by laws applicable to the relevant Party. No termination or expiration of these Terms shall limit or affect rights or obligations that accrued prior to the effective date of termination or expiration (including without limitation payment obligations).

LIABILITY

a. Except as expressly provided in these Terms: (i) you assume sole responsibility for your use of the Proximie Platform, Services or Third Party Equipment and for results, conclusions, diagnoses or other decisions derived from such use; (ii) Proximie shall have no liability for any errors, outages or omissions in any information, video, audio or other media, nor any instructions or scripts provided through the Proximie Platform, Services or Third Party Equipment, nor for any actions taken by Proximie at your direction (including Instructions and any other actions taken by Proximie staff to set up, maintain or otherwise facilitate the use of the Proximie Platform, Services and/or Third Party Equipment); (iii) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from these Terms.

b. Proximie shall not be liable, except to the extent required by law, for any special, incidental, consequential, or punitive damages, whether arising from contract, tort, products, or any other liability.

c. Proximie's total aggregate liability in contract, (including under any indemnity), in tort (including negligence), under statute or otherwise, under or in connection with the use of the Proximie Platform (excluding use of, reference to or decisions made based on the Public Content) these Terms shall be limited to the higher of: (I) fifty thousand US dollars (US \$50,000); and (II) the sum equal to the total value of the Fees paid or payable to Proximie by you in the twelve (12) months prior to the first event that gave rise to the relevant cause of action. Proximie shall have no liability for any use of, reference to or decisions made based on the Public Content.

d. Although Proximie makes every endeavor to keep this Proximie Web Site and App free from viruses, Proximie cannot make any guarantee that it is virus-free. You agree to take the necessary steps to ensure appropriate security measures and shall utilize a virus scanner before downloading any information, software or documentation.

e. Nothing in these Terms limits or excludes Proximie's or your liability to each other for: (i) death or personal injury caused by the other Party's negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any liability that cannot lawfully be limited or excluded.

f. Proximie shall not be liable for any failure or delay in providing the Products, Third Party Equipment or the Services to the extent caused, or contributed to, by any of your acts or omissions (including any failure to comply with the Duties of Users), or by your breach of these Terms.

g. Proximie does not provide clinical or medical advice or diagnosis, including through its Platform, Services and/or Third Party Equipment. You understand and agree that the Proximie Platform is not intended for the diagnosis, prevention, monitoring, prediction, prognosis, treatment and/or alleviation of diseases, injuries or disabilities. Proximie shall not be held responsible for the functioning, settings, outcomes (including their accuracy or level of detail) and any other effects or results of standalone or connected instruments, kits, equipment or devices which could be used by you, Authorized Users and/or third parties with the Proximie Platform for a medical purpose.

INDEMNIFICATION

a. You agree to indemnify, defend and hold us, our affiliates, and our and their respective independent contractors, service providers, consultants, directors, officers, employees and agents, and applicable third parties (such as licensors, partners and advertisers whose products, services or content is made available through Proximie) (collectively, the “Indemnified Parties”) harmless from and against any actual or threatened suit, demand or claims, damages, costs, liabilities, losses and expenses (including, but not limited to, penalties, fines, damage awards, settlement amounts, and reasonable legal and professional fees) (collectively “Liabilities”) brought against any Indemnified Parties, arising out of or relating to:

i. Your conduct, including use of the Proximie Platform, Services or the Proximie-provided content therein (including, but not limited to, your use, installation or service of the App or the Proximie-provided content), provided that such Liabilities do not arise from Proximie’s (a) gross negligence, (b) willful misconduct, (c) infringement of third party rights (including third party intellectual property), or (d) non-compliance with Proximie’s own Documentation;

ii. Your failure to perform your obligations under these Terms (including, but not limited to, your violation of these Terms);

iii. Any violation of applicable laws, rules or regulations by you or your personnel; and/or

iv. Your violation of the rights of any third party, including any Intellectual Property Rights.

Each of the Indemnified Parties shall be a third-party beneficiary of, and shall be entitled to rely on and enforce this provision.

DATA PRIVACY

a. For collection, use and processing of personally identifiable data through the Proximie Web Site and App, you hereby agree that Proximie shall process such data in accordance with the Customer Agreement, Documentation, applicable laws on data

privacy protection and the Proximie Privacy Policy, which is available per hyperlink on the Proximie Web Site and/or on www.proximie.com/privacy-policy/.

b. For users located in the U.S. who are or are a part of a Covered Entity as defined under HIPAA, you hereby agree to Proximie's Business Associate Agreement, which is available per hyperlink on the Proximie Web Site and/or on www.proximie.com/business-associate-agreement/.

c. For users located in non-U.S. countries, you hereby agree to Proximie's Data Protection Agreement, which is available per hyperlink on the Proximie Web Site and/or on <https://www.proximie.com/legal/dpa>

THIRD PARTY EQUIPMENT

a. Proximie may provide its Services in conjunction with certain hardware provided by third party(ies) (the "Third Party Equipment"). Where Proximie loans various computing hardware (including as set out in the Order Form) to enable your (or your Authorized Users and applicable Healthcare Establishment(s)) to benefit from the Products and Services, including laptops, cameras, cables and other ancillaries, you agree to review and abide by all applicable additional terms and conditions for such Third Party Equipment as set forth below.

b. Unless otherwise set out in the applicable Order Form, the loan of Third Party Equipment shall be included in the Fees. You shall, and shall procure that Healthcare Establishments and/or Authorized Users shall, as applicable, install, maintain, store, transport and use Third Party Equipment (a) with the care that would be reasonably expected for equipment of this sort as used in the context of the delivery of the Products and Services hereunder, and only for the purposes of using the Services; (b) strictly in accordance with any additional terms, as applicable, the intended purpose, warnings and conditions specified in the Documentation, any additional terms referred to in the Order Form, third-party manufacturers' documentation, these Terms and/or any reasonable instructions of Proximie from time to time; and (c) in accordance with applicable laws and regulations. Proximie shall not be liable for any damage caused by the your non-observance of (a), (b) or (c).

c. The Third Party Equipment is made available by Proximie on a loan basis in connection with the supply of its Product and Services to you. Prior to making it available to you, Proximie shall verify that applicable formal requirements regarding the Third Party Equipment are met and shall use reasonable endeavors to ensure that such Third Party Equipment is, by the relevant third-party manufacturers' specifications, compatible with the Services and Proximie Platform; however, you covenant and agrees that Proximie does not act, and cannot be held liable, as a producer of Third Party Equipment under product liability laws, including the Directive 85/374/EEC concerning liability for defective products. Should you believe or have reasons to believe that there is any doubt, suspicion or feedback of a non-conformity involving the Third Party Equipment, you shall promptly report the same to Proximie at the following address: customersupport@proximie.com) and Proximie shall be entitled to seek and obtain additional information from you without any delay.

d. You agree not to make any alterations, additions or replacements to the Third Party Equipment without Proximie's prior written consent. You are responsible for any loss, theft, destruction of, or damage to the Third Party Equipment, except to the extent it is caused by Proximie acting in breach of these Terms. If you suspect the Third Party Equipment has a manufacturer's fault, you shall promptly inform Proximie and Proximie shall take the necessary steps to have it repaired or replaced as appropriate. You and Proximie acknowledge and agree that unless stated otherwise, Proximie is not the producer or manufacturer of any Third Party Equipment or hardware provided hereunder. In case of expiration or early termination of these Terms or a relevant Order Form, you shall return the Third Party Equipment to Proximie. Proximie shall organize the pick-up of the Third Party Equipment. For the sake of clarity, Proximie shall not have to pay any damages for any return of the Third Party Equipment.

e. Notwithstanding the above, as between you and Proximie, the ownership of the Third Party Equipment shall always remain with Proximie. You shall not pledge the Third Party Equipment or in any other way vest a security, lien or encumbrance on the Third Party Equipment. The risks in the Third Party Equipment shall pass to you upon delivery by Proximie to your premises or at another place agreed by you and Proximie. You shall immediately notify Proximie of any damage caused to the Third Party Equipment. In case of return of the Third Party Equipment for any reason, you shall have to return it to Proximie in the same condition as when the Third Party Equipment was delivered to you, except for any normal wear and tear.

MISCELLANEOUS

- a. These Terms (to the extent they do not conflict with a Customer Agreement you have with Proximie, if applicable), your Customer Agreement with Proximie (if applicable) and the documents referred to in these Terms constitutes the entire agreement between the parties in relation to the subject matter.
- b. You acknowledge that in contracting with us Proximie makes no representations or warranties about its Platform or Services other than those expressly contained herein or in your Customer Agreement, if applicable.
- c. Nothing in the Terms creates any relationship of agency, partnership, or employment between you and us.
- d. Neither you nor we are authorized to enter into any commitment on behalf of the other, except as expressly set out in the Terms. A person who is not a party to any contract under these Terms shall not have any rights to enforce any of them, except where expressly stated otherwise.
- e. You may not assign or transfer any contract made under these Terms, by operation of law or otherwise, without Proximie's prior written consent. We may assign or transfer any such contract without restriction. These Terms will bind and inure to the benefit of the parties, their successors and permitted assigns. Our failure to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Proximie. Except as expressly set forth in these Terms, the exercise by either Party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.
- f. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.
- g. Governing law and dispute resolution shall be governed in accordance with your location. You hereby irrevocably and unconditionally consent and submit to the governing law and exclusive jurisdiction of courts over any suit, action or proceeding arising out of these Terms as follows:

i. For users located in the U.S., these Terms shall be deemed to have been made in, and shall be governed in accordance with, the laws of the State of New York. Any dispute arising out of or in connection with these Terms, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in New York, United States, in accordance with the Comprehensive Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services Inc. (JAMS) and the Federal Rules of Evidence (notwithstanding any JAMS rules to the contrary).

ii. For users located outside the USA, these Terms shall be deemed to have been made in, and shall be governed in accordance with, the laws of England and Wales, and without regard to the UN Convention on Contracts for the International Sale of Goods. Any dispute arising out of or in connection with these Terms, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the rules of the London International Court of Arbitration then in force, which are deemed to be incorporated by reference into these Terms. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English.

h. When you visit the Proximie Web Site or send emails to us, you communicate with us electronically and consent to receive communications from us electronically. We may, subject to the terms of the applicable privacy notice, communicate with you by: (a) email to your email address indicated in your communications with us, (b) posting general notices on the Proximie Web Site or App, or (c) posting messages that are displayed to you when you log in to or access the Proximie Web Site or App. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

i. You understand that your use of the Platform or Services may involve or require the transmission of significant amounts of data. You are solely responsible for all data charges that may be charged by your wireless carrier or internet service provider or that may otherwise arise from your use of the Platform or Services.

j. Except for the obligation to pay amounts due under these Terms or your Customer Agreement, if applicable, neither you nor Proximie will be liable for any failure or delay in the performance of its obligations under these Terms or your Customer Agreement

due to any cause outside such Party's reasonable control, including (but not limited to) acts of God, war, labor shortage or dispute, governmental act, failure of the internet, hosting provider, manufacturer or equipment failures, computer or malicious attacks, provided that the affected Party notifies the other Party in writing and uses its reasonable efforts to correct the failure or delay in performance.

k. Should any provision of these Terms be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of these Terms shall be unaffected thereby and shall continue to be valid and enforceable.

DEFINITIONS

a. **Documentation** means technical documentation provided or made available from time to time to you by Proximie regarding the Proximie Platform, Services and/or Third Party Equipment, as applicable and required by law;

b. **Healthcare Establishment** means, where applicable (and if different from you), the hospital, clinic or other healthcare establishment or provider to which you may make the Products and Services available as agreed under an Order Form and in accordance with these Terms.

c. **Intellectual Property Rights** means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) 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;

d. **Order Form** means an ordering document specifying the Products and/or Services to be provided that is entered into between Proximie and you, which shall incorporate these Terms;

- e. **Platform Content** means Proximie-provided content available only to Authorized Users of the Proximie Platform receiving the Services, and which is subject to the password and account restrictions in these Terms.
- f. **Products** means the Proximie Platform and the Documentation pertaining to it;
- g. **Proximie Platform** means the Proximie Web Site and App (including the Public Content and Platform Content), Proximie proprietary software in a managed cloud-hosted environment, any related software, applicable programming interfaces (APIs), and Proximie models or algorithms provided or made available to you as a service in connection with these Terms, and any improvements, modifications, derivative works, patches and Updates thereto.
- h. **Public Content** means Proximie-provided content available on the Proximie Web Site that is available to the general public without password protection.
- i. **Services** means Support Services and/or additional implementation, enablement, training, or other professional services provided by or on behalf of Proximie, as set out in an Order Form.
- j. **Support Services** means providing support for the Products in accordance with Proximie's current terms and conditions governing Support Services.
- k. **Updates** means general updates to the Products that Proximie may implement without requiring the payment of additional fees, subject always to ensuring that the Update does not reduce the level of functionality of the Products below that made available at the date of these Terms. Updates do not include new offerings that Proximie makes available for an additional charge.