



END USER LICENSE AGREEMENT FOR DEEPCOS AND ADD-ON MODULES

This End User License Agreement (this “**EULA**” or “**Agreement**”) is a legal agreement between you (“**You**” or “**Customer**”) and deepc Inc., (“**deepc**”) a company incorporated under the laws of Delaware whose office is at One Broadway, Cambridge, MA 02142, and shall apply to each deepc’s software including sub-licensed software from third parties (“**Licensed Software**”) licensed to you as agreed under the particular software distribution agreement between You and deepc or deepc’s authorized reseller.

1. INTELLECTUAL PROPERTY AND RIGHTS TO USE THE LICENSED SOFTWARE

1.1 deepc grants Customer and its end users, for the duration of this EULA, a non-exclusive, non-transferable, non-sublicensable right to use the Licensed Software only for Customer’s business purposes in accordance with the terms of this Agreement. This right of use is territorially limited to retrievals from the country of the Customer’s registered office.

1.2 deepc remains the sole owner or licensee of all intellectual property rights to the Licensed Software, including intellectual property rights to (a) underlying software programs, systems, databases, tools, runtimes, graphics, icons, and sound recordings; (b) deepc’s trademarks, logos, logotypes, and work titles; and (c) tables and graphics within the underlying software. Where third party supplier add-on modules are used, the foregoing applies mutatis mutandis to the proprietary rights in the respective add-on modules for the benefit of the third-party suppliers.

1.3 Customer and its end users are not entitled or authorized to do the following without deepc’s prior express written consent (a) accessing and using the Licensed Software in a manner contrary to the provisions of this Agreement and/or Customer’s professional activities, or providing any kind of support for such uses; (b) transfer and/or sublicense any rights granted in the Licensed Software (or parts of it) pursuant to this Section; (c) translate, adapt, arrange or otherwise modify the Licensed Software (or parts of it); (d) decompile, disassemble or reverse engineer the Licensed Software (or parts of it); (e) bypassing technical limitations; (f) commercial use of the Licensed Software in any way that competes with deepc’s business model; (g) accessing or attempting to access the source code of the Licensed Software; (h) extract or reuse the Licensed Software databases; or (i) renting, leasing or otherwise commercially disposing of the Licensed Software to third parties.

1.4 Customer will retain unchanged all notices with regard to the property that are contained in the Licensed Software, such as copyright and other legal notices.

1.5 Customer and deepc grant each other the right, limited in time to the duration of this EULA, to use the trademark and name rights of the respective other party on its website and in company documents for its own promotional purposes.

2. CERTIFICATION OF THE PRODUCTS

Some parts of the Licensed Software may be classified as medical devices, in parts with a risk class I or higher. Customer shall inform himself about the intended purpose of the Licensed Software prior to the use and familiarize with the instructions for use prior to the first use. Electronic instructions for use are provided as part of the installation. This and the Licensed Software application itself contain information on how to obtain further printed or electronic copies of the instructions for use of Licensed Software.

3. TECHNICAL ACCESS REQUIREMENTS AS WELL AS CUSTOMIZATION AND INSTALLATION SERVICES FOR THE USE OF THE LICENSED SOFTWARE

3.1 Customer and its end users may log in to the Licensed Software using the login data of their respective user accounts (i.e., username and password). The Licensed Software can be accessed and used via supported web browsers under a URL agreed upon between deepc and Customer during the installation. The supported web browsers can be found in the Licensed Software instruction of use.

3.2 In order to use the Licensed Software, customization and installation services must be performed by Customer. This may consist of installing the Licensed Software and integrating this into Customer’s existing IT infrastructure.

3.3 Customer will support deepc to a reasonable extent in the provision and operation of the Licensed Software. Customer is obligated, where necessary, to grant deepc’s employees access to the IT systems installed by deepc and will appoint an employee from Customer’s IT team to act as a point of contact for deepc during the customization and installation phase.

3.4 For the purpose of completing the customization and installation services, the Parties shall agree on an acceptance date, which may also be virtual. If no acceptance date is reached by the start of the commercial use, deepc will schedule a subsequent date within a reasonable period of time. If the subsequent date is not reached either, the customization and installation services shall be deemed to have been accepted and the term of the contract shall commence on the date of the scheduled subsequent date.

4. USE REQUIREMENTS AS WELL AS COOPERATION AND DUE DILIGENCE OBLIGATIONS

4.1 Customer shall be solely responsible for ensuring that it and its end users meet the technical and system-related requirements for the use of the Licensed Software during the term of this EULA. It is solely Customer’s responsibility to ensure that (a) its end users have a sufficient internet connection to access and use the Licensed Software; and (b) Customer’s and its end users’ computer environments are compatible with the Licensed Software, including keeping its operating systems and the web browser for accessing the Services up to date.

4.2 Customer shall ensure that itself and its end users (a) use the Licensed Software (or parts of it) exclusively within the scope of Customer's business purposes; (b) use the Licensed Software exclusively in accordance with the instructions for use; (c) use the Licensed Software exclusively in accordance with the provisions of this EULA; (d) do not use the Licensed Software (or parts of it) in a manner that violates applicable law and/or the rights of other end users or third parties; (e) do not take any action that impairs or disrupts the integrity or performance of the Licensed Software (or parts of it); and (f) do not, without deepc's prior express consent, conduct tests that include Customer's own assessment of service levels, security measures (including performance measurement, penetration tests, load tests, stress tests and long-term tests) and other technical and organizational measures. In this regard, deepc will not unreasonably withhold consent to respective testing by Customer.

4.3 Customer will provide deepc with reasonable support in the provision and operation of the Licensed Software. deepc will take reasonable measures to protect the Licensed Software and its end users from viruses and unauthorized access. Customer will nevertheless also take reasonable precautions to ensure that the process by which Customer and its end users access and use the Licensed Software does not expose Customer and its end users to the risk of viruses, malware or other impairments to security with Customer's IT system. Customer assures to obligate its end users accordingly. Customer shall be solely responsible for the security of its own information security system and internet access, in particular for the implementation of state-of-the-art malware and protection against any loss of data to protect its system.

4.4 Customer will support deepc or deepc's authorized reseller, as requested from time to time, to a reasonable extent in the market follow-up and improvement of product safety by promptly informing deepc of any complaints and/or reports from end users or other health professionals of alleged health-related incidents in connection with the Licensed Software that have come to its attention. Customer will provide deepc or deepc's authorized reseller with further information that Customer may have regarding the complaint or such alleged health-related incident.

5. WARRANTY FOR SOFTWARE COMPONENTS OF THE LICENSED SOFTWARE

5.1 During the Term of this Agreement and during any term of support, the Licensed Software shall materially conform to the requirements of this Agreement, and to the extent not inconsistent therewith, deepc's documentation describing the functionality and operation of the Licensed Software. If deepc detects a defect after receipt of the notice of the defect, deepc, as its sole obligation and liability, and Customer's sole remedy, will endeavor to rectify the defect as soon as reasonably possible. If it appears that the defect notified by Customer does not fall under deepc's warranty, deepc is entitled to charge Customer for the time and costs incurred at the rates applicable.

5.2 EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, DEEPC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, OR TITLE/NON-INFRINGEMENT AND ALL SUCH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED. In particular, deepc does not warrant (i) that the operation of the Licensed Software will be uninterrupted or error-free; (ii) that any errors in the Licensed Software will be corrected; (iii) that any Licensed Software will operate in the combinations that may be selected for use; or (iv) that Licensed Software will operate in the combinations that Customer may select for use, including operations that may be affected by factors outside the control of deepc, including Customer's network environment and the speed of Customer's internet connection. Customer acknowledges that the Licensed Software is not intended for data storage and that Customer is responsible for storage and retention of its Customer Data. The Licensed Software is provided as an aid or adjunct to processes or decisions that can be made without use of the functionality within Licensed Software, and clinical judgments and experience are necessary for proper use. Medical Decision is the responsibility of the Customer and End-User.

6. LIMITATION OF LIABILITY AND INDEMNIFICATION

6.1 Customer is solely responsible for ensuring that the Licensed Software is used only in accordance with their intended purpose and instructions for use, and in accordance with all applicable laws. Customer acknowledges and agrees that the Licensed Software provided by deepc is a tool intended to support and enhance Customer's provision of healthcare services and is not a substitute for professional judgment applied by trained medical professionals. Customer affirms that all medical and healthcare decisions, including but not limited to diagnoses, treatment planning, and other clinical or operational determinations (collectively, "Medical Decisions") will be made by qualified medical professionals exercising their independent medical judgment, based on the individual needs, conditions, and circumstances of each patient. deepc does not warrant or guarantee any outcomes resulting from the use of the Licensed Software and does not assume, and expressly disclaims, any obligation or liability in connection with any Medical Decisions made by Customer. Customer acknowledges that it is solely responsible for verifying and ensuring the accuracy and appropriateness of all data inputted into the Licensed Software, the interpretation of any output from the Licensed Software, and the application of such output to the treatment of patients. Customer will indemnify and hold deepc harmless from any and all claims, losses, damages, liabilities, penalties, and expenses (including reasonable attorneys' fees) resulting from Customer's Medical Decisions, including those based on information provided by the Platform Service. Where required, the Customer will inform the patient of the use of the Licensed Software and request its consent.

6.2 Customer is responsible for all actions performed via its user accounts within the Licensed Software, even if the action in question was not authorized or intended by Customer. Customer shall bear sole liability for all damages caused by the use of its user accounts by Customer, its end users or third parties.

6.3 SUBJECT TO THE EXCLUSIONS SET FORTH BELOW, (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY FOR ALL DAMAGES OF EVERY KIND AND TYPE SHALL NOT EXCEED THE TOTAL OF FEES PAID HEREUNDER BY CUSTOMER DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THE FOREGOING DISCLAIMERS AND LIMITATIONS SHALL NOT APPLY TO: (a) THE PARTIES' RESPECTIVE INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT; (b) CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT, OR; (c) TO THE EXTENT PROHIBITED BY LAW.

6.4 Legal representatives, employees and agents of deepc are not liable to a greater extent than deepc itself under this Section 6.

6.4 Customer will indemnify deepc against all claims by third parties and/or end users (and the resulting legal costs) based on a breach of contractual provisions by Customer and/or its end users or in the event of a complaint by an end user and/or a third party that the content or data provided by Customer infringes the intellectual property rights of others (e.g. copyrights and ancillary

copyrights, patents, trademarks, company logos, etc.) or other rights (e.g. personal rights, rights to one's own image, data protection regulations, etc.) or applicable legal regulations.

7. CONFIDENTIALITY

7.1 Unless otherwise expressly agreed, a party receiving confidential information of the other party may disclose such confidential information to end users and third parties, other than the receiving party's own employees, directors, consultants, affiliates, and service providers, only with the prior express written or textual consent of the disclosing party, if and to the extent such disclosure is necessary to fulfill the purposes set forth in this EULA. The foregoing persons shall be required to treat the disclosing party's confidential information with the same degree of confidentiality as set forth in this Section 7. Confidential information means confidential and proprietary information of the parties, including (a) information of a confidential nature; (b) information marked or designated as confidential upon disclosure or provision to the other party; (c) non-publicly available specifications and source code of the platform and Licensed Software; and (d) the contents of this EULA. For the avoidance of doubt, the existence of this EULA does not constitute confidential information within the meaning of this Section 7.1.

7.2 Confidential information is not information that (a) was already in the possession of or known to the receiving party prior to their receipt from the disclosing party, without any obligation of confidentiality; (b) is or becomes generally accessible without breach of contract; (c) has been received by the receiving party from a third party without a duty of confidentiality; (d) has been independently developed or created by the receiving party; or (e) must be disclosed due to legal proceedings or other legal provisions.

7.3 This Section 7 shall continue in effect for five (5) additional years after the termination of this EULA.

8. DURATION AND TERMINATION

8.1 This EULA shall be effective upon the earlier of (a) your acceptance of this EULA (if applicable), or (b) your installation and activation of the Licensed Software and shall continue until terminated in accordance with this section. This EULA terminates immediately upon expiration or termination of the software distribution EULA between You and deepc or deepc's authorized reseller, unless the Parties agree to continue or transfer the sales EULA to deepc.

8.2 Your rights under this EULA will automatically terminate if you fail to comply with any term of this EULA.

8.3 Upon termination of this EULA for any reason, you must immediately cease all use of the Licensed Software and destroy all originals and any copies of the Licensed Software, documentation, and any and all other material provided by deepc. The licenses granted under Section 1 shall terminate immediately upon the termination of this EULA. deepc's failure to insist upon or enforce your strict compliance with this EULA will not constitute a waiver of any rights.

9. AMENDMENT

9.1 With regard to the technical progress and the optimization of the Licensed Software, deepc reserves the right to amend the provisions of this EULA, provided that such amendments are reasonable and acceptable to Customer. Customer will be notified in advance of such changes in writing or text form. Unless Customer objects to such changes within ninety (90) days of receipt of the relevant notice (in writing or text form), the changes will be deemed accepted by Customer. deepc will expressly draw Customer's attention to this point at the time of the relevant notice. In the event of changes to this EULA, Customer is also entitled to terminate this EULA immediately.

9.2 deepc may make commercially reasonable updates to the Licensed Software on a regular basis. In the event that deepc makes a material change to the Licensed Software (e.g. that a particular part of the Licensed Software can no longer be offered), deepc or deepc's authorized reseller will notify Customer in advance of the relevant change within a reasonable period of time. In such cases, the Parties have a right of termination, with Customer having an additional right of termination. If deepc is no longer able to provide a particular part of the Licensed Software, deepc has the right to terminate the affected part of the Licensed Software upon ninety (90) days' notice. The replacement of a part of the Licensed Software with a functionally equivalent part does not constitute a material change.

10. FINAL PROVISIONS

10.1 This EULA, its interpretation and all disputes arising out of and in connection with this EULA shall be governed exclusively by the law of the State of Massachusetts, USA, excluding the choice of law or conflict of law rules which would require the applicability of laws of a jurisdiction other than Norway. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (UN Sales Convention and Vienna Convention) is excluded.

10.2 All amendments to this EULA must be made in writing. This shall also apply to any amendment of this written form requirement.

10.3 The exclusive place of jurisdiction and venue for all disputes arising out of or in connection with this Agreement and the Platform Services shall be the state or federal courts located in Boston, Massachusetts.

10.4 In case a provision of this EULA proves to be invalid, unenforceable, or illegal, this shall not affect the full validity of the remaining provisions of this EULA. deepc and Customer are obligated to cooperate in the replacement of provisions by which a result as close as possible in economic terms to the invalid provision is achieved in a legally effective manner. The foregoing applies mutatis mutandis to the closing of any contractual gaps in this EULA.