

GENERAL CONDITIONS OF USE OF THE BORA CARE SOLUTION

The present General Terms of Use (GTU) apply in their entirety to any use of the BORA CARE Solution, published by the company BIOSENCY, a simplified joint stock company with a capital of € 507,130, whose registered office is located 8 bis rue du Pressoir Godier, 35760 Saint-Grégoire FRANCE, registered in the Trade and Companies Register under number 830 861 860 00013 RCS Rennes FRANCE (hereinafter referred to as "BIOSENCY"). Therefore, any use of the BORA CARE Solution implies the unreserved acceptance of the present Terms and Conditions.

The GCU come into force with regard to the User on the day of their acceptance from the opening page of the User Account which is personal to him.

I - DEFINITIONS

Each time they are used in the body of these General Terms and Conditions, the terms below shall have the following definition:

Administrator(s) :

Any Collaborator AUTHORIZED by the CLIENT to create and manage Patient Accounts and Collaborator Accounts on behalf of the CLIENT.

Wristband(s) " BORA BAND " :

Medical device for remote monitoring and prevention in ambulatory dedicated to chronic respiratory insufficiency published by the company BIOSENCY.

CLIENT :

Any legal person(s) or professional(s) AUTHORIZED by the Public Health Code to ensure the remote monitoring of Patients in accordance with the purpose of the BORA CARE Solution, such as, in particular, home healthcare providers (PSAD), health establishments (hospitals, clinics, dispensaries), nursing homes, liberal health professionals, or any other health or medico-social structure, having subscribed to a Subscription from BIOSENCY with a view to making the BORA CARE Solution available to Patients.

Collaborator :

Any natural person(s) in charge of the remote monitoring of Patients on behalf of the CLIENT.

Administrator Account(s) :

Any account assigned to an Administrator for the purpose of managing Patient Accounts and Collaborator Accounts.

Healthcare Professional(s) Account(s) :

Any account assigned to a Healthcare Professional, in order to allow him/her to use the BORA CARE Solution, i.e. the read-only consultation of the data generated in the context of the remote monitoring provided by the CLIENT.

Patient Account(s) :

Any account assigned to a Patient, in order to allow him to use the BORA CARE Solution.

Employee Account(s) :

Any account assigned to a Collaborator, for the purpose of enabling his/her use of the BORA CARE Solution.

Patient(s) :

Any patient(s) of the CLIENT to whom the CLIENT makes the BORA CARE Solution available for a specific period of time.

Platform / "BORA CONNECT" Platform :

Medical device corresponding to a web platform in SaaS mode accessible at <https://bora-connect.com>, from a computer or from a mobile application by Users with an Account.

Healthcare Professional(s) :

Any healthcare professional(s) who participates in the care of a Patient and who is entitled to consult via a Healthcare Professional Account the data generated within the framework of the remote monitoring provided by the CLIENT.

Solution / "BORA CARE" solution:

The remote monitoring and prevention solution dedicated to chronic respiratory insufficiency and published by BIOSENCY under the name "BORA", described in the user manual, including: a Hardware Kit made up of the Hardware and Accessories made available as well as access and rights of use relating to the BORA CONNECT Platform.

User(s) :

Any Patient(s), Collaborator(s) and Healthcare Professional(s).

II - PURPOSE

The purpose of these GCU is to govern the use of the BORA CARE Solution by the User. Their purpose is to define the rules of use of the BORA CARE Solution as well as the respective rights and obligations of the Users of the BORA CARE Solution and BIOSENCY.

III - CONDITIONS OF ACCESS AND USE**1. Purpose of the BORA CARE Solution - Conformity of the use to the purpose**

The use of the BORA CARE Solution by any User is subject to these GCU and to the laws and regulations in force.

Any User may consult the essential characteristics of the BORA CARE Solution on the <https://doc.bora-connect.com> website, in particular the instructions for use of the Solution.

The BORA CARE Solution must be used in accordance with the instructions for use provided by BIOSENCY. It is intended exclusively for recording physiological parameters (SpO2, respiratory rate, heart rate, skin temperature, number of steps and activity) on a periodic basis. These parameters available on a web platform allow remote monitoring of the patient by a health professional using visual notifications. The BORA CARE Solution is not suitable for emergency or intensive care units.

2. Access to the Platform - User Accounts

The BORA CARE Solution is made available to Users from the website <https://bora-connect.com> and from a mobile application by means of a login and an access code.

Any use of the BORA CARE Solution implies the prior activation of an Account. Each Account is personal and non-transferable.

The User acknowledges that he/she is accessing a Solution with secure access methods. He undertakes not to communicate his authentication elements to third parties.

Connection to the personal User Account is based on a reliable and secure authentication system for the User. Any action carried out by the User via his personal Account, using his authentication details, will be deemed to have been carried out by the User and under his exclusive responsibility.

Separate Accounts will be assigned according to the User's profile:

- the Administrator Account allows the management of Patient Accounts and their remote monitoring and the management of Collaborator Accounts; the user name and access code will be assigned by BIOSENCY ;
- the Collaborator Account - for Collaborators other than Administrators - allows the remote monitoring of Patients; the identifier and access code will be assigned by the Administrator;
- the Patients Account allows Patients to register and track their data; the identifier and access code will be assigned by the Administrator;
- the Health Professional Account allows the remote monitoring of Patients; the identifier and access code will be assigned by BIOSENCY.

When creating his Personal Account, the User undertakes to enter the data that allow his identification under his sole responsibility, control and direction and undertakes to communicate complete, accurate and updated information, and not to usurp the identity of a third party, nor to hide or modify his age.

In the event that the User communicates false, inaccurate, misleading, incomplete or outdated information, BIOSENCY reserves the right to suspend or refuse access to the Platform.

Users may only use the Platform within the framework and for the purpose permitted by the User Account assigned

to them.

Any non-conforming use will lead to the possibility for BIOSENCY to suspend access to the Solution.

In case of loss or theft of its authentication elements, or of suspicion of their use by an unauthorized third party, the User agrees to inform BIOSENCY without delay.

The opposition notified by the User in case of loss or theft or suspicion of use by an unauthorized third party of its authentication elements will take effect immediately upon such notification.

The Company will deactivate the User's existing authentication elements as soon as possible and send new provisional authentication elements to the User.

The User must change his/her password the next time he/she logs in.

3. Technical requirements, configurations and updates

To be able to use the BORA CARE Solution, all Users must have an Internet access subscription and ensure that the configuration of their computer equipment is adapted and compatible.

The User acknowledges and accepts that the entire cost of connecting to the Internet remains at the User's sole expense.

The User must also have a mobile phone number to receive the access code to the User Account by SMS, otherwise he/she will not be able to use the BORA CARE Solution.

The use of the Platform requires certain configurations defined below: a sufficiently fast internet connection and a computer and/or a smartphone.

BIOSENCY reserves the right to change the BORA CARE Solution. Technical modifications may occur without prior notice.

The User must use the current validated version of the BORA CARE Solution. Under no circumstances may an older version of the Solution be used. The User shall not use any technical means to prevent the updating of the Solution.

The Solution and its services are accessible 24 hours a day, 7 days a week, subject to suspension due to breakdowns, failures or paralysis of the network, the system and/or the means of communication, as well as maintenance and correction interventions required for the updating and proper functioning of the Site.

4. Prerequisite to accessing the User Account - Acceptance of the GTC and acknowledgement of the Personal Data Protection Policy

Access to the Solution is only possible after a procedure has been followed to ensure that the User has accepted the GCU and has read the Personal Data Protection Policy concerning the collection and processing of personal health data concerning him/her, which can be accessed at the following address: <https://doc.bora-connect.com/>.

Depending on the category of the User and the conditions of the processing of his/her personal data, a consent to the processing of the data may be requested by BIOSENCY, according to the conditions provided for in the Personal Data Protection Policy and in accordance with the provisions of the European Regulation (EU) 2016/679 of the 27th of April 2016, (GDPR) and of the law n°78-17 of 6 January 1978 modified (Data Protection Act).

IV - RIGHTS OF USE

1. Intellectual Property Rights

The Biosency Solution, including the BORA BAND Wristbands and the Platform, as well as the Accessories and Materials and Services, are protected by BIOSENCY intellectual property rights.

The General Terms of Use do not have the purpose or effect of conferring any intellectual property rights of Biosency of any kind (including patents, trademarks, copyrights, designs, including patentable or unpatentable inventions, knowledge, know-how, logos, etc.) on the User.

The User is not authorized to file patent applications or to claim other intellectual property rights on the basis of the information communicated by BIOSENCY in execution of the General Conditions of Use.

The User is not allowed to use the intellectual property rights of BIOSENCY in any way other than what is

expressly provided for in the General Terms of Use. The User is forbidden to do anything that may infringe upon this property right.

2. Duration of use

The duration of use of the BORA CARE Solution is limited to the duration of the opening and validity of the corresponding User Account. This duration may not exceed the duration of the CLIENT's Subscription Contract for the BORA CARE Solution. All User Accounts shall be closed, and the rights of use terminated at the end of the Subscription Agreement entered into by CLIENT.

User Accounts may also be terminated, and rights of use terminated in the event of a breach of any of the obligations described in these GCU or in accordance with applicable law.

At any time, the User has the option of closing his or her User Account. Collaborator Accounts and Patient Accounts may be closed at the request of the User addressed to the Administrator. Administrator Accounts and Health Professionals Accounts can be closed upon request of the User addressed to BIOSENCY. The closure of the User's personal Account will not lead to the automatic deletion of the personal data concerning the User, which will be kept under the conditions described in the Personal Data Protection Policy.

The User will no longer be able to access the Solution after the closure of his Account.

2. **Scope of the rights of use granted**

The User benefits from a non-exclusive right to use the Solution, for the sole purpose of using his User Account, for the duration of the use.

Unless otherwise agreed in writing by BIOSENCY, the Users shall refrain from any type of use not expressly AUTHORIZED by the present General Conditions.

In general and unless otherwise agreed in writing by BIOSENCY, Users shall use the Solution in accordance with the General Terms of Use as published by BIOSENCY.

Unless otherwise agreed in writing by BIOSENCY, Users shall refrain from any type of use not expressly authorized by the present General Conditions.

Users shall in particular refrain from

- display, broadcast, download and/or transmit, by e-mail or in any other way, any content :
 - contrary to public order, morality, insulting, defamatory, racist, xenophobic, revisionist or damaging to the honor or reputation of others;
 - inciting hatred or discrimination against a person or group of persons on the grounds of their sex, origin or membership or non-membership of a particular ethnic group, nation, race or religion
 - threatening a person or a group of persons;
 - which would be inappropriate for the addressees;
 - of a pornographic, pedophilic or zoophilic nature;
 - inciting to commit an offence, violent acts, a crime or an act of terrorism or advocating war crimes or crimes against humanity or inciting to suicide;
 - in violation of the privacy of correspondence;
 - which is misleading or not true to life;
 - contains computer viruses or any other code, files or programs designed to interrupt, destroy or limit the functionality of any software, computer or telecommunications equipment, without this list being exhaustive
 - enabling third parties to obtain, directly or indirectly, pirated software, software serial numbers, software enabling acts of piracy and intrusion into computer and telecommunications systems, viruses and, in general, any software or other tool enabling the rights of others and the security of persons and property to be infringed;
 - which, in a general way, would be contrary to the law in force in France;
- disrupt the normal flow of dialogue, accelerate the rate at which the screen scrolls so that Users are unable to follow and type their dialogue, or commit any other action that has a similar disruptive effect on Users' ability to communicate in real time;
- hinder or disrupt the services of the Solution, the servers, the networks connected to the Services, or refuse to comply with the requirements, procedures, general rules or regulations applicable to the networks connected to the Services;
- use the Solution in a way that could, in any way whatsoever :
 - infringe the rights and interests of third parties

- render the Platform and/or its services unusable, overloaded or damaged
- harm and prevent the normal use and enjoyment of the Solution by other Users;
- attempt to mislead BIOSENCY by usurping the name or corporate name of other persons;
- Forge headers or otherwise manipulate the identifier in such a way as to conceal the origin of the content transmitted via the Platform;
- reproduce, copy, resell or exploit for any commercial purpose whatsoever all or part of the Services, any use of the Services, or any right of access to the Services;
- intentionally or unintentionally violate any applicable national or international law or regulation.

The Users are solely and entirely responsible for the content that they display, transmit, upload and/or download, by electronic mail or in any other way, on the Solution, and BIOSENCY cannot be held responsible for this.

In general, in case of non-performance by a User of any of the obligations set forth in the present General Terms and Conditions, or of any other specific contractual stipulation, the corresponding rights of use may be immediately and automatically suspended and/or terminated, by simple notice.

V - RESPONSIBILITIES - WARNINGS

1. Warnings for Users

The User acknowledges that the use he makes of the information and functionalities of the solution is under his sole control, direction and responsibility.

2. Specific warnings for the CLIENT and the Healthcare Professionals

As a reminder, the responsibility of the Healthcare Professional when he/she uses remote monitoring is the same as in his/her other professional activities. He is the only one responsible for his professional judgment and fully engages his professional civil liability.

The Collaborators and the Healthcare Professionals may access the data of the Patients they are monitoring, after their strong authentication, in compliance with professional secrecy and the rules of exchange and sharing of data covered by medical secrecy (Article L1110-4 of the Public Health Code and corresponding criminal sanctions) to which they are subject. It is their responsibility to inform and obtain the consent of the Patients when it is required for this purpose.

The attention of Employees and Healthcare Professionals is drawn to the fact that their User Accounts are likely to contain data relating to the health of Patients. Given their sensitivity, they are warned of the need to ensure that third parties have access to their Accounts. Employees and Healthcare Professionals are responsible for implementing all useful and relevant security measures to protect access to their personal User Accounts.

The use of the Solution by Staff and Healthcare Professionals in the context of monitoring Patients does not dilute their legal, regulatory and ethical obligations and their professional responsibility. They use the Solution under their sole control, direction and responsibility.

BIOSENCY cannot be held responsible for the interpretation or use of the data obtained through the Solution, nor for the consequences resulting from it.

3. Responsibilities of Biosency

BIOSENCY guarantees, as manufacturer, the conformity of the BORA BAND Wristbands and the BORA CONNECT Platform, as medical devices, to the applicable French and European regulations and standards.

The BORA CARE Solution has been designed to comply with the regulations applicable in France, including the European regulations applicable in France. If the BORA CARE Solution is to be made available and used outside the French territory, it is the CLIENT's responsibility to ensure in advance that the local regulations and standards allow this.

The BORA CARE Solution must be used in accordance with the instructions for use provided by BIOSENCY, for the purpose specified in the instructions. BIOSENCY shall not be held liable for any use that does not comply with the instructions for use. In particular, as indicated in the instructions for use, the Bora Solution must not be used for continuous monitoring: the BORA Band is intended to record physiological parameters (SpO2, respiratory rate, heart rate, skin temperature as well as the number of steps and activity) in a periodic manner and no alarm is provided to allow continuous monitoring. The BORA CARE Solution is not suitable for emergency or intensive care units.

In particular, BIOSENCY shall not be held liable for any damage resulting from:

- ✓ use of all or part of the BORA CARE Solution that does not comply with the instructions for use;
- ✓ a malfunction of all or part of the BORA CARE Solution that :
 - would be caused by modifications made to all or part of the components of the BORA CARE Solution, by any third party not AUTHORIZED by BIOSENCY ;
 - is not attributable to the BORA CARE Solution.

BIOSENCY shall not be held responsible for:

- ✓ damage caused to goods distinct from the BORA CARE Solution;
- ✓ the adequacy of the BORA CARE Solution to the needs of the Users (which is in fact a matter of the latter's appreciation);
- ✓ any contamination by a virus of the Users' files and the possible harmful consequences of this contamination.

BIOSENCY will not be liable for unforeseeable damages, nor for indirect and/or immaterial damages such as, in particular, loss of earnings, financial damages, commercial damages, loss of CLIENTs, loss of orders, moral or private damages, consecutive to its interventions and services.

BIOSENCY's responsibility cannot be sought in any way for acts pertaining to the activity of the CLIENT and the Health Professionals.

BIOSENCY's responsibility cannot be engaged in case of force majeure as defined below:

Force Majeure : Are considered as force majeure with regard to the obligations of BIOSENCY, the events of force majeure as defined by article 1218 of the Civil Code and more broadly the cases of war, epidemic, pandemic, explosion, acts of vandalism, riots, popular movements, acts of terrorism, machine breakdown, fire, storm, water damage, total or partial strikes, acts of government, legislative or regulatory provisions, blockages and failures of the means of transport or supply of the telecommunications networks, blockages and failures of the computer networks (including the switched networks of the telecommunication operators), failures of the public electricity distribution network, loss of Internet connectivity, which would be of such a nature as to delay or prevent the execution of BIOSENCY's commitments.

BIOSENCY reserves the right to temporarily or definitively suspend access to the Solution, without delay or compensation of any kind, in case of force majeure or technical or regulatory events beyond its control.

VI - SECURITY - PERSONAL DATA

1. Hosting:

BIOSENCY has the Platform hosted by the company COREYE, which is a certified Health Data Host.

2. Reversibility:

BIOSENCY undertakes to ensure the reversibility of the data uploaded to the Platform by the CLIENT, the Administrators, the Collaborators and the Patients in a usable format.

3. Personal data

Users' personal data are processed by BIOSENCY in accordance with the Personal Data Protection Policy available at: <https://doc.bora-connect.com/>.

VII - MODIFICATIONS OF THE GUS AND ASSIGNMENT

BIOSENCY reserves the right to modify at any time the present Terms and Conditions or the rules concerning the use of the BORA CARE Solution.

Any other condition in contradiction with the present Terms and Conditions will only be taken into account if it has been expressly accepted in writing by BIOSENCY.

The changes made will be notified to the users via the BORA CARE Solution or by email. The User may then be asked to accept them again. Continued use of the Solution after any modification of the GCU implies

acceptance of the modifications of the GCU.

BIOSENCY may assign these TOU at any time to a subsidiary or successor, regardless of the transaction. The User is not authorized to transfer the rights he/she has under the present GCU to a third party, without the express and prior authorization of BIOSENCY.

VIII - APPLICABLE LAW - ATTRIBUTION OF JURISDICTION

The present General Conditions are governed by French law. In the event of a dispute, unless otherwise provided for by applicable public policy, any dispute relating to the present General Terms and Conditions shall fall under the exclusive jurisdiction of the COMMERCIAL COURT (FRANCE) OF THE REGION OF BIOSENCY'S HEADQUARTERS, EVEN IN CASE OF REFERRAL, APPEAL FOR GUARANTEE, INCIDENTAL CLAIM OR PLURALITY OF DEFENDANTS.