

GENERAL CONDITIONS OF SUBSCRIPTION - BORA CARE SOLUTION

I - GENERAL CONDITIONS

These General Conditions apply in their entirety to any Subscription taken out by a CUSTOMER to the "BORA CARE" remote monitoring and risk prevention Solution dedicated to chronic respiratory insufficiency and published by BIOSENCY, a simplified joint stock company with capital of €507,130, whose registered office is located 8 bis rue du Pressoir Godier, 35760 Saint-Grégoire, registered in the Trade and Companies Register under number 830 861 860 00013 RCS Rennes.

They are essential and decisive conditions. Therefore, any order placed with BIOSENCY implies unreserved acceptance of these General Conditions. Any other condition in contradiction with the present General Conditions will only be applicable if it has been expressly accepted in writing by BIOSENCY.

The fact that BIOSENCY does not avail itself at any time of a prerogative recognized by the present General Conditions shall not be interpreted as a waiver by BIOSENCY to avail itself subsequently of the corresponding prerogative. Each of the stipulations of these General Conditions shall apply to the fullest extent permitted by law, and the invalidity of all or part of a clause shall not affect the remainder of that clause and the General Conditions as a whole.

1.1. – DEFINITIONS

Whenever they are used in the body of these General Conditions, the terms below shall have the following definition:

Subscription(s):

Any subscription(s) to the BORA CARE Solution taken out by the CUSTOMER with BIOSENCY. The Subscription is taken out for the term set out in the Special Conditions. Where applicable, there is a Subscription per BORA BAND Bracelet, including the provision of the Hardware and Accessories listed in the Special Conditions.

Accessories:

The accessories for the BORA BAND bracelet comply with current standards and enable it to be attached and powered.

Administrator(s):

Any natural person(s) authorised by the CUSTOMER to create and manage Patient Accounts and Employee Accounts on the latter's behalf.

API:

Application Programming Interface or API is an IT solution that enables applications to communicate with each other and exchange services or data. This API is provided by BIOSENCY as part of the subscription to the Bora partner option.

"BORA BAND" bracelet(s):

A portable medical device designed by BIOSENCY to measure physiological parameters for chronic respiratory insufficiency.

CUSTOMER:

Any legal entity(ies) or professional(s) authorised by the competent health authority to ensure the remote monitoring of Patients in accordance with the purpose of the BORA CARE Solution, such as home health care providers (PSAD), health establishments (hospitals, clinics, dispensaries), nursing homes, self-employed health professionals, or any other health or medico-social structure, having purchased a Subscription with BIOSENCY with a view to making the BORA CARE Solution available to Patients.

Employee:

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

Administrator Account(s):

Any account allocated to an Administrator for the purpose of managing Patient and Employee Accounts.

Healthcare Professional Account(s):

Any account allocated to a Healthcare Professional to enable him/her to use the BORA CARE Solution, i.e. to consult the data generated in the context of remote monitoring.

Patient Account(s):

Any account allocated to a Patient to enable him/her to use the BORA CARE Solution.

Employee account(s)

Any account allocated to an Employee to enable him/her to use the BORA CARE Solution.

Subscription Contract:

Contract consisting of the Special Conditions and these General Conditions of Subscription and its appendices. A Subscription Contract covers the number of Subscriptions purchased as indicated in the Special Conditions.

General Conditions of Subscription:

These General Conditions of Subscription and their "Quality Assurance Contract" appendix, which forms an integral part thereof.

Special conditions:

Document consisting of the quotation or any other document agreed and signed between the Parties, specifying in particular the number of Subscriptions taken out, the Services and Hardware made available, the duration of the Subscriptions, the method and due date of payment, the delivery terms and prices and any other special conditions agreed. The Special Conditions take precedence over the General Conditions of Subscription.

Quality Assurance Contract

The document entitled "Quality Assurance Contract" is an appendix to these General Conditions of Subscription.

Hardware:

Any medical devices, accessories and hardware associated with the BORA CARE Solution, described in the Subscription Contract.

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Party(ies):

BIOSENCY and the CUSTOMER.

Patient(s):

Any patient(s) of the CUSTOMER to whom the CUSTOMER makes the BORA CARE Solution available for a specified period.

Platform / "BORA CONNECT" platform:

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

Platform PARTNER:

Platform for remote monitoring, remote surveillance and remote medical, paramedical and social coordination of patients.

Healthcare professional(s):

Any healthcare professional(s) involved in the care of a Patient who is authorised to consult, via a Healthcare Professional Account, the data generated as part of the remote monitoring performed by the CUSTOMER.

RACI:

Refers to the responsibility matrix, i.e. the roles and responsibilities of the Parties as defined in the appendix to the Contract.

SDK or BIOSENCY SDK:

Software Development Kit, a set of programming tools available to publishers/developers of mobile applications. The "BIOSENCY SDK" may be supplied by BIOSENCY as part of the subscription to the Bora partner option, in order to be integrated into the Customer's mobile application.

Services / Associated Service(s):

BIOSENCY service(s) associated with the BORA CARE Solution, including (i) training of the CUSTOMER in the use of the Solution, (ii) customer support to respond to the CUSTOMER's requests (telephone and email), (iii) updating of the BORA BAND software and/or the Platform and (iv) maintenance of the Hardware provided.

Solution / "BORA CARE" solution:

The remote monitoring and risk prevention solution dedicated to chronic respiratory insufficiency and published by BIOSENCY, described in the Subscription Contract and including: access and rights of use relating to the BORA CONNECT Platform, or a Hardware Kit consisting of the Hardware and Accessories made available, or both.

User(s):

All Patient(s), Employee(s), Healthcare Professional(s) and Administrator(s).

1.2. – PROCEDURES FOR PURCHASING SUBSCRIPTION CONTRACTS

1.2.1. All Subscription Contracts must be purchased from BIOSENCY and evidenced by the acceptance of the quote specifying the number of Subscriptions, the Accessories and Hardware made available, the Services and their price as well as the price and terms of delivery.

1.2.2. Acceptance of the quotation and the General Conditions of Subscription constitutes agreement and signature of the Subscription Contract. No Subscription Contract may be modified or cancelled without the consent of BIOSENCY.

1.2.3. The General Conditions of Use of the BORA Care Solution must be accepted by the User when using the Solution for the first time. In the absence of acceptance of the General Conditions of Use, the BORA CARE Solution cannot be activated.

1.2.4. The CUSTOMER undertakes to bring the Quality Assurance Contract to the attention of the duly authorised regulatory manager.

1.2.5. The Subscription Contract is personal to the CUSTOMER and may not be transferred to a third party without BIOSENCY's agreement.

1.2.6. BIOSENCY reserves the right to refuse any Subscription request and any order from a CUSTOMER with whom there is a dispute relating to the payment of a previous invoice.

1.2.7. Any modification of a Subscription Contract must be previously accepted in writing by BIOSENCY.

1.2.8. Only the Services and deliverables explicitly defined and described in the Subscription Contract are included in the agreed price.

1.3. – COMPLETION AND DELIVERY TIMES

BIOSENCY will execute the Services and deliveries within the timeframe set forth in the Special Conditions of the Subscription Contract. In any case, the CUSTOMER will not be able to protest against any delay in execution if it is not up to date with its obligations towards BIOSENCY, notably in terms of payment, or if BIOSENCY was not in possession in a timely manner of the information necessary for the execution of its corresponding services.

1.4. – DURATION OF SUBSCRIPTION CONTRACTS – RENEWAL – TERMINATION

1.4.1. The choice of Subscription Contract duration is indicated in the Special Conditions. The term takes effect from the date of delivery of the BORA CARE Solution, including the provision of access codes to the Administrator Account(s).

1.4.2. In the event of non-performance by the CUSTOMER of any of its obligations, the Subscription Contract may be immediately and automatically suspended and/or terminated by BIOSENCY after formal notice has been served by any written means and has remained unsuccessful for a period of fifteen (15) days.

1.4.3. In the two cases referred to in 1.4.1. and 1.4.2., the CUSTOMER's rights to use the BORA CARE Solution will terminate automatically and immediately on the date of termination of the Subscription Contract.

1.4.4. It is the CUSTOMER's responsibility to anticipate in good time, before the end of the Subscription Contract, in order to (i) propose an alternative monitoring solution to Patients, (ii)

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ensure the recovery of the BORA BAND Bracelets from the Patients and their return to BIOSENCY, and (iii) inform the Healthcare Professionals in charge of the Patients and (iv) ensure that the data required for the continuity of the monitoring of the Patients will have been downloaded from the Platform by the CUSTOMER. BIOSENCY may not be held responsible for the CUSTOMER's lack of foresight or for the lack of follow-up alternatives offered to Patients by the CUSTOMER.

1.5. – FINANCIAL CONDITIONS – TERMS OF PAYMENT – LATE PAYMENT

1.5.1. The total amount corresponding to the price of the BORA CARE Solution, including the provision of the Bracelets, Hardware, Accessories and Services provided for in the Subscription Contract and payable in advance for the entire duration of the Subscription Contract on the date it is signed.

1.5.2. Subscriptions, Services, Accessories and Hardware are invoiced at the prices indicated in the Special Conditions. Unless otherwise stipulated, invoices are payable on receipt.

1.5.3. Any extension of payment terms is subject to a prior financial analysis of the CUSTOMER's situation. There is no discount for early payment.

1.5.4. In the event of late payment, late payment penalties will be applied by operation of law and calculated from the due date until the day of actual payment at a rate equal to the interest rate applied by the European Central Bank plus ten (10) percentage points under the conditions specified in Article L441-10 of the French Commercial Code. BIOSENCY reserves the right to automatically apply a fixed penalty of forty (40) EUROS per unpaid invoice on its due date, without prejudice to any additional indemnity for collection costs upon justification.

1.5.5. Furthermore, BIOSENCY may suspend the execution of its Services and/or deliveries, or even cancel them, until full payment of the sums owed to it, without this being considered as a cancellation and without prejudice to the application of penalties, or any other damages, without the CUSTOMER being able to claim any compensation whatsoever.

1.5.6. The CUSTOMER shall reimburse all costs incurred by non-payment on the due date resulting in the return of bills of exchange and unpaid cheques, and by the recovery of sums owed, including the fees of legal officers and court officials.

1.6. – BIOSENCY COMMITMENTS

1.6.1. BIOSENCY undertakes to perform its obligations with all the care customary in its profession and to comply with best practice in force. However, subject to any imperative legal provision to the contrary, it is expressly specified that BIOSENCY will only be bound by an obligation for best endeavour and not an obligation to achieve a given result.

1.6.2. BIOSENCY may freely subcontract all or part of the execution of its work after having obtained the prior approval of the CUSTOMER.

1.7. – RESPONSIBILITIES, GUARANTEES AND EXCLUSIONS

1.7.1. As a manufacturer, BIOSENCY guarantees the compliance of the BORA BAND Bracelets and the BORA CONNECT Platform, as medical devices, with the applicable French and European regulations and standards.

1.7.2. 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 made available and used outside French territory, it is the CUSTOMER's responsibility to ensure in advance that local regulations and standards allow this.

1.7.3. The BORA CARE Solution must be used in accordance with the instructions for use provided by BIOSENCY to the CUSTOMER. It is intended to:

- record physiological parameters, in particular cardiorespiratory parameters, periodically using compatible medical devices described in the instructions for use.
- display this data on a web platform for remote monitoring by a Healthcare Professional. This information can be used to monitor the physiological state of patients, using visual notifications.

The BORA CARE solution is not suitable for continuous monitoring of the patient's physiological parameters, and no alarms are provided.

BIOSENCY cannot be held responsible in the event of use that does not comply with the instructions for use.

1.7.4. In any event, the CUSTOMER uses and makes available the BORA CARE Solution under its sole direction, control and responsibility.

1.7.5. In particular, BIOSENCY cannot be held responsible for damage resulting from:

! non-performance or poor performance by the CUSTOMER of its obligations under these General Conditions and the Special Conditions of the Subscription Contract;

! use of all or part of the BORA CARE Solution by the CUSTOMER that does not comply with the instructions for use;

! a malfunction of all or part of the BORA CARE Solution which:

- o is caused by modifications made to all or part of the components of the BORA CARE Solution, by the CUSTOMER or any third party not authorised by BIOSENCY;
- o is not attributable to the BORA CARE Solution.

1.7.6. Also, BIOSENCY shall not be held liable for:

! damage to property other than the BORA CARE Solution;

! the suitability of the BORA CARE Solution for the needs of the CUSTOMER and the Patients and/or Healthcare Professionals (which is a matter for the latter to assess);

! any contamination by a virus of the CUSTOMER's and/or the Patients' and/or the

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Healthcare Professionals' files and of any harmful consequences of this contamination.

1.7.7. BIOSENCY will not be liable for unforeseeable damages, nor for indirect and/or immaterial damages such as loss of earnings, financial damages, commercial damages, loss of clientele, loss of orders, or damage of an emotional or private nature, consecutive to its interventions and services.

1.7.8. Subscriptions do not imply any participation by BIOSENCY in any act pertaining to the CUSTOMER's activity, BIOSENCY intervening only as a technological third party. BIOSENCY may in no way be held liable for acts relating to the activity of the CUSTOMER and the Healthcare Professionals.

1.7.9. BIOSENCY shall not be held liable in the event of force majeure as defined herein.

1.8. – THE CUSTOMER'S OBLIGATIONS

1.8.1. The CUSTOMER who makes the BORA CARE Solution available on the market, up to the commissioning stage, within the meaning of Regulation (EU) No. 2017/745, is a distributor within the meaning of the same Regulation. In such a case, the CUSTOMER therefore undertakes to comply with the obligations placed on distributors of medical devices, in particular the obligations referred to in Article 14 of Regulation (EU) 2017/745, in particular with regard to traceability, market surveillance and informing the competent authorities.

The CUSTOMER also undertakes to comply with the provisions of the French Public Health Code relating to medical devices.

The CUSTOMER also undertakes to comply with the obligations set out in the Quality Assurance Contract, the signature of which between the Parties is an essential and decisive condition for the supply of the BORA CARE Solution.

1.8.2. The CUSTOMER must undertake to comply with the General Conditions of Use of the BORA CONNECT Platform in order to be able to use it and make it available to Employees, Patients and Healthcare Professionals.

1.8.3. The CUSTOMER agrees to collaborate with BIOSENCY and to provide it with the information and/or documents necessary for the execution of the Subscription Contracts.

1.9. – FORCE MAJEURE

The following are considered to be cases of force majeure with regard to BIOSENCY's obligations: force majeure events as defined by article 1218 of the French Civil Code and, more broadly, cases of war, epidemics, pandemics, explosions, acts of vandalism, riots, popular uprisings, acts of terrorism, machine breakdown, fire, storms, water damage, total or partial strikes, acts of government, legislative or regulatory provisions, blockages and failures of means of transport or supply of telecommunications networks, blockages and failures of computer networks (including the switched networks of

telecommunications operators), failures of the public electricity distribution network, or loss of Internet connectivity, which would be of a nature to delay or prevent the execution of BIOSENCY's commitments.

1.10. – INTELLECTUAL PROPERTY

1.10.1. The BORA CARE Solution, including the BORA BAND Bracelets and the Platform, as well as the Accessories and Hardware and Services, are protected by BIOSENCY's intellectual property rights.

1.10.2. The General Conditions of Subscription, the General Conditions of Use and the Subscription Contract have neither the object, nor the effect, of conferring on the CUSTOMER intellectual property rights of BIOSENCY, of any nature whatsoever (notably patents, trademarks, copyrights, designs and models, notably concerning inventions whether patentable or not, knowledge, know-how, logos, etc.).

1.10.3. The CUSTOMER is not authorized to file patent applications or claim other intellectual property rights on the basis of information communicated by BIOSENCY in execution of the Subscription Contract.

1.10.4. The CUSTOMER is not authorized to use the intellectual property rights of BIOSENCY other than as expressly provided for in the General Conditions of Subscription and the General Conditions of Use. The CUSTOMER shall refrain from any act likely to infringe this right of ownership.

1.11. - APPLICABLE LAW - JURISDICTION

These General Conditions and the Subscription Contracts are governed by French law. In the event of a dispute, unless otherwise provided by applicable public policy, any dispute relating to the present General Conditions, as well as to the Subscription Contracts, WILL BE UNDER THE EXCLUSIVE JURISDICTION OF THE COMMERCIAL COURT (FRANCE) IN THE REGION OF BIOSENCY'S HEAD OFFICE, EVEN IN THE EVENT OF A SUMMARY PROCEDURE, INTRODUCTION OF THIRD PARTIES, AN INTERLOCUTORY APPLICATION OR PLURALITY OF DEFENDANTS.

II - CONDITIONS SPECIFIC TO THE PROVISION OF BORA BAND BRACELETS, ACCESSORIES AND HARDWARE

The terms and conditions for the provision of BORA BAND Bracelets, Accessories and Hardware are set out in the Special Conditions.

2.1. – RECEPTION – REPORT

2.1.1. The quality and working order of the BORA BAND Bracelets, Accessories and Hardware (external condition and working order, absence of defects, number, etc.) must be checked by the CUSTOMER on receipt, in the presence of the carrier if applicable.

2.1.2. Any reservation or dispute regarding the conformity of the BORA BAND Bracelets, Accessories and Hardware must be

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noted on the delivery slip and confirmed to the carrier under the conditions of Article L133-3 of the French Commercial Code, as well as to BIOSENCY, by registered letter with acknowledgement of receipt sent within three (3) days (not including holidays) following the delivery of the BORA BAND Bracelets, Accessories and Hardware. By the effect of this acceptance, BIOSENCY will be discharged of all apparent defects.

2.2. – OWNERSHIP

2.2.1. The rental of BORA BAND Bracelets, Accessories and Hardware to the CUSTOMER does not give the CUSTOMER any right of ownership over them. The CUSTOMER may under no circumstances, whether free of charge or in return for payment, sell, pledge or give as security the BORA BAND Bracelets, Accessories and Hardware made available to it, nor grant or allow it to acquire any rights whatsoever over the latter.

2.2.2. If a third party should claim rights to the BORA BAND Bracelets, Accessories and Hardware, notably by way of seizure, the CUSTOMER will oppose this and will immediately notify BIOSENCY. The CUSTOMER shall allow BIOSENCY and its agents to inspect the rented BORA BAND Bracelets, Accessories and Hardware as often as it pleases.

2.3. – USE OF BORA BAND BRACELETS, ACCESSORIES AND HARDWARE

The CUSTOMER undertakes to use the BORA BAND Bracelets, Accessories and Hardware in accordance with their normal purpose, as well as with the regulations in force, respecting the instructions and advice given by BIOSENCY, as well as the corresponding user and maintenance manual. The CUSTOMER shall refrain from making any modification or alteration whatsoever, however minor, to the BORA BAND Bracelets, Accessories and Hardware.

2.4. – GUARANTEE – MAINTENANCE – REPAIRS

2.4.1. In accordance with the provisions of the Quality Assurance Contract, the CUSTOMER shall inform BIOSENCY, by any appropriate means and in a timely manner, of any damage, breakdown or significant malfunction and, if necessary, shall suspend the use of the BORA BAND Bracelets, Accessories and Hardware until they are repaired. The CUSTOMER will describe, in as much detail as possible, the conditions under which the failure occurred and its consequences.

2.4.2. BORA BAND Bracelets guarantee: BIOSENCY offers the CUSTOMER a guarantee to repair or replace free of charge any BORA BAND Bracelet found to be defective. This guarantee is the sole and exclusive remedy available to the CUSTOMER in respect of any BORA BAND Bracelet delivered to it and found to be defective, whether such remedies are under contract, for damages or at law.

2.4.3. This guarantee does not include the cost of sending the Hardware or Accessory to be repaired or replaced to BIOSENCY. BIOSENCY is responsible for the return shipment of the replacement Hardware or Accessory. BIOSENCY reserves the right to invoice a request for repair under guarantee for Hardware or an Accessory which proves not to be defective.

2.4.4. The BORA BAND Bracelet is a precision electronic instrument which must only be repaired by competent and specially trained BIOSENCY personnel. Consequently, any sign or evidence of the BORA BAND Bracelet having been opened, repaired by persons other than BIOSENCY, as well as any alteration or improper use of the BORA BAND Bracelet will invalidate the guarantee in its entirety.

2.4.5. All non-guarantee work must be carried out in accordance with BIOSENCY's standard prices in force at the time of delivery.

2.4.6. The guarantees set out are exclusive and no other guarantee, whether statutory, written, oral or implied, shall apply.

2.4.7. Repair of Accessories and Hardware: BIOSENCY alone may carry out, or have carried out by a third party, the necessary repairs to the Accessories and Hardware.

2.4.8. BIOSENCY shall be responsible for the maintenance of the Accessories and Hardware as soon as they are the result of a hidden defect or normal wear and tear observed under the conditions of use provided for in the instructions for use.

2.5. – TRANSFER OF RISK – DISAPPEARANCE – DESTRUCTION – RETURN

2.5.1. The CUSTOMER alone shall bear the risks that the BORA BAND Bracelets, Accessories and Hardware may undergo or cause, from the time of delivery until their complete return.

2.5.2. In the event of the disappearance or destruction of all or part of the BORA BAND Bracelets, Accessories and Hardware, in particular in the event of theft, even for reasons of force majeure, the corresponding BORA BAND Bracelets, Accessories and Hardware will be invoiced by BIOSENCY on the basis of its current prices.

2.5.3. Upon termination of the Subscription Contract for any reason whatsoever, the CUSTOMER shall return the BORA BAND Bracelets, Accessories and Hardware on the date and at the location agreed upon with BIOSENCY, in good working order taking into account normal wear and tear and cleaned in accordance with the instructions for use.

2.5.4. The BORA BAND Bracelets, Accessories and Hardware shall be deemed "returned" when they are fully returned and after BIOSENCY and the CUSTOMER have signed a return slip noting the condition of the BORA BAND Bracelets, Accessories and Hardware and the necessary repairs. Any costs incurred by the repair of BORA BAND Bracelets, Accessories and Hardware shall be borne by the CUSTOMER, excluding normal wear and tear.

III - CONDITIONS SPECIFIC TO THE PROVISION OF THE BORA CONNECT PLATFORM

3.1. – TERMS AND CONDITIONS FOR THE AVAILABILITY OF THE PLATFORM

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3.1.1. Prerequisites:

To be able to use the BORA CONNECT Platform, the CUSTOMER, Patients and Healthcare Professionals must have, at their own expense, an Internet access subscription and ensure that the configuration of their computer hardware is suitable and compatible.

The CUSTOMER is personally responsible for setting up the IT and telecommunications resources needed to access the Platform. The CUSTOMER is responsible for any telecommunications costs incurred when accessing the Internet and using the Platform.

The use of the BORA CARE Solution by the Users, i.e. the Patient, the Employees, and the Healthcare Professionals, requires the acceptance by them of the General Conditions of Use and the acknowledgement by them of the Personal Data Protection Policy of the BORA CARE Solution.

These documents will be brought to their attention when they first use the Solution. In the event of their refusal of the General Conditions of Use and/or objection to the Personal Data Protection Policy of the BORA CARE Solution, the BORA CARE Solution may not be used by these Users.

3.1.2. Scope of availability of the Platform:

For any Subscription to the BORA CARE Solution, the provision of the Platform includes, under the conditions described in these General Conditions: the Associated Services, the rights to use the Platform under the conditions of the Subscription Contract and the General Conditions of Use, the updating of the Platform, the hosting of data.

3.1.3. Access codes:

Once the Subscription Contract has been concluded by the CUSTOMER, BIOSENCY will communicate to the CUSTOMER an identifier for the designated Administrator, whose email address and mobile phone number will have been provided to BIOSENCY. This identifier will enable the Administrator, under his/her responsibility, to create the required Employee and Patient accounts.

The CUSTOMER shall be solely responsible for the use of the Administrator Accounts and Employee Accounts thus created.

The CUSTOMER undertakes to ensure that all its employees comply with the stipulations of these General Conditions. Employees must accept the General Conditions of Use in order to use the Platform.

The CUSTOMER will immediately inform BIOSENCY of any fraudulent use of an account of which it is aware.

3.1.4. Access to the Platform:

The Platform 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 work required to update and ensure the proper operation of the Platform.

3.1.5. Reversibility:

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

3.1.6. Support function:

BIOSENCY will carry out remedial maintenance operations (fault diagnosis and correction of incidents, programmes and applications).

The CUSTOMER will notify BIOSENCY by any appropriate means of the existence of anomalies that have occurred as a result of its use or that of a Patient and/or Healthcare Professional. The CUSTOMER will describe, in as much detail as possible, the conditions under which the failure occurred and its consequences. Maintenance will apply only to reproducible incidents.

BIOSENCY will receive incident reports, recording the date and time of the call. BIOSENCY will carry out an analysis of the incident, following a procedure of questioning the CUSTOMER. Depending on the information received and the details contained therein, BIOSENCY may at its discretion:

- either provide the CUSTOMER, by telephone, with a solution likely to remedy the incident;
- or intervene remotely to carry out a reproduction test to analyse the incident;
- decide on any other solution it considers appropriate in the circumstances.

BIOSENCY will endeavour to restore the Platform to working order as soon as possible. If the incident is not resolved at the latest within five (5) working days from the receipt of the CUSTOMER's call, BIOSENCY shall implement a replacement solution that allows it to ensure the vital functions of the Platform, for the time necessary to resolve the incident.

3.2 - SCOPE OF THE RIGHTS OF USE GRANTED

3.2.1. For each Subscription Contract, BIOSENCY grants the CUSTOMER the non-exclusive right to use the Platform, (i) for the sole purpose of providing the BORA CARE Solution to Patients and their remote monitoring, whether free of charge or for a fee, in accordance with the instructions for use and (ii) for the duration of the Subscription Contract.

3.2.2. Unless otherwise agreed in writing by BIOSENCY, the CUSTOMER and the Employees will use the Platform in accordance with the General Conditions of Use of the BORA CARE Solution, which must be accepted when connecting to the Platform for the first time.

3.2.3. Unless otherwise agreed in writing by BIOSENCY, the

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CUSTOMER shall refrain from any type of use not expressly authorised by these General Conditions.

3.2.4. The CUSTOMER, the Employees as well as the Patients and/or Health Professionals are solely and entirely responsible for the content that they display, send, upload and/or transmit, by electronic mail or in any other way, on the Platform, and BIOSENCY cannot be held liable in this regard.

3.2.5. The CUSTOMER undertakes to ensure compliance with these General Conditions by all its staff, administrators and employees.

3.2.6. If the CUSTOMER fails to fulfil any of its obligations under the Subscription Contract, its rights to use the Platform may be suspended and/or terminated, under the conditions set out in these General Conditions.

IV – CONDITIONS SPECIFIC TO THE PROVISION OF THE BORA PARTNER OPTION

3.1. – TERMS AND CONDITIONS FOR THE PROVISION OF THE SDK AND THE API

3.1.1. Testing - Validation

The CUSTOMER undertakes to test with BIOSENCY the functionalities of the SDK and API and to validate in writing their operation and compatibility with the CUSTOMER's Platform before going into production.

During this Test-Validation phase on a CUSTOMER test environment, the CUSTOMER will verify that the SDK and API conform to its needs and will not hold BIOSENCY liable in this regard.

3.1.2. Integration – Compatibility

The CUSTOMER is solely responsible for the integration and compatibility of (i) the BIOSENCY SDK in the mobile application and (ii) the API with the CUSTOMER's Platform. The CUSTOMER undertakes to comply with the technical documentation on the API and SDK communicated by BIOSENCY as a prerequisite to the integration and production of the BORA Care Solution, Bora PARTNER option, by the Customer.

When a new version of the SDK is available, BIOSENCY transmits it to the CUSTOMER for integration on its mobile application. The CUSTOMER has a period of thirty (30) days to integrate the new version of the SDK into its mobile application. During this thirty (30) days, BIOSENCY ensures compatibility with the old version of the SDK. After the period of thirty (30) days BIOSENCY no longer guarantees the compatibility of the old version of the SDK and cannot be held responsible for any failure of the CUSTOMER's mobile application resulting from the use of a version of the SDK not maintained by BIOSENCY.

The CUSTOMER is also solely responsible for the pre-configuration of the BORA BAND Bracelets on the CUSTOMER Platform.

3.1.3. Responsibilities

The role and responsibilities of each of the Parties are defined in the RACI appended to the Contract.

3.1.4. Ownership of developments

The specific developments made by BIOSENCY on the BIOSENCY API and SDK and all intellectual property rights attached to them belong to BIOSENCY as well as the software interfaces necessary for the connection with the BORA CONNECT Platform and the CUSTOMER's Platform.

3.1.5. Scope of the BORA PARTNER option

For any Subscription to the BORA Care Solution including the BORA PARTNER option, the provision of the BORA Care Solution includes, under the conditions described in this Contract: the Associated Services, the rights to use the BORA Care Solution under the conditions of the Subscription Contract, the updating of the API and SDK, hosting and data backup.

3.1.6. Support and Maintenance

The Support and Maintenance of the BORA PARTNER Solution is described in the appendix to this Contract.

3.2 - SCOPE OF THE RIGHTS OF USE GRANTED

3.2.1. Licence to use the SDK and API

For each Subscription Contract, BIOSENCY grants the CUSTOMER the non-exclusive right to use the BIOSENCY SDK and API limited to the territory of the European Union, and this (i) for the sole purpose of making the BORA CARE Solution, BORA PARTNER option available to Customers and their Patients free of charge or against payment (ii) and for the duration of the Subscription Contract.

3.2.2. Unless otherwise agreed in writing by BIOSENCY, the CUSTOMER shall refrain from any type of use not expressly authorized by the provisions of this Contract.

3.2.3. The CUSTOMER, the CUSTOMER's Customers as well as the Patients and/or Health Professionals are solely and entirely responsible for the content they display, send, download and/or transmit, by electronic mail or in any other way, on the CUSTOMER Platform, and BIOSENCY cannot be held liable in this regard.

3.2.4. The CUSTOMER undertakes to ensure compliance with the provisions of this Contract by all of its staff when using the BORA Care option BORA PARTNER Solution. The CUSTOMER undertakes to pass on all the obligations (and in particular the terms of the rights granted and other regulatory obligations) of this Contract within the framework of its contractual relationship with its Customers.

3.2.5. In the event of the CUSTOMER's failure to fulfil any of its obligations under the Subscription Contract, its rights to use the BORA CARE Solution,

GENERAL CONDITIONS OF SUBSCRIPTION - BORA CARE SOLUTION

BORA PARTNER OPTION may be suspended (in particular by disconnection from the API) and/or terminated, under the conditions set out in this Contract.

V- DATA PROTECTION

BIOSENCY and the CUSTOMER undertake to comply with their respective obligations by virtue of the regulations applicable in France relating to the protection of personal data and in particular the provisions of European Regulation (EU) 2016/679 of 27 April 2016, ("GDPR") and Law n°78-17 of 6 January 1978 as amended (French Data Protection Act). Each Party guarantees to the other Party that it complies with these regulations and that it implements the appropriate technical and organisational measures to preserve the integrity, availability and confidentiality of personal data, as well as to protect them against any accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to personal data transmitted, stored or otherwise processed, in order to ensure, taking into account best practice, a level of security and confidentiality appropriate to the risks represented by the processing and the nature of the personal data processed.

For the purposes of this section on the protection of personal data, the definitions of "personal data" and "data controller" are those set out in Article 4 of the GDPR.

As part of the performance of the Subscription Contract, each Party may collect and process the personal data of the other Party's employees and/or any other person relevant to the performance of this Contract.

Each Party acknowledges that it is acting as the data controller with regard to the collection and processing of this personal data under the Subscription Contract for the part that concerns it. Each Party undertakes to comply with all the requirements imposed on a data controller by the provisions of the regulations on the protection of personal data.

BIOSENCY is data controller for processing personal data relating to Employees, for the following purposes and on the following legal bases:

1) For the purposes of the performance of the Subscription Contract and on the basis of the legal obligations to which BIOSENCY is subject for the following purposes:

- producing, managing and monitoring CUSTOMER files;
- management and monitoring of the Platform used to deliver the remote monitoring service, including the creation of CUSTOMER Account Administrator accounts and technical support, as well as the allocation of BORA BAND bracelets;
- managing and monitoring on-site training for CUSTOMERS and their employees;

- for the medical devices vigilance, monitoring and traceability purposes for which it is responsible under the regulations applicable to medical devices;

- collection;
- invoicing;
- accounting and reporting;
- where necessary, managing disputes.

2) On the basis of BIOSENCY's legitimate interest in developing and maintaining its relationship with Customers and prospective Customers for the following purposes:

- commercial prospecting and promotion;
- managing commercial relations with customers;
- prospect relationship management;
- organisation, registration and invitation to BIOSENCY events.

BIOSENCY is also data controller for the processing of personal data relating to Patients, for the purposes of the administration and operation of the Platform and the provision of maintenance and hosting services for the Platform. The data is hosted by a certified health data host, COREYE, in accordance with the provisions of article L1111-8 of the French Public Health Code.

Access to personal data collected and processed by BIOSENCY is reserved to authorized persons of BIOSENCY. In addition, this personal data is also accessible to BIOSENCY's IT service providers in charge of the user authentication and identity management service, the email sending solution for sending business information from the platform, and the SMS sending service used for double authentication purposes.

BIOSENCY only keeps the personal data it processes for the time necessary for the operations for which they were collected and in compliance with the regulations in force.

In this respect, employees' personal data are kept for the duration of the contractual relationship plus five (5) years, without prejudice to retention obligations or limitation periods.

For accounting purposes, they are kept for ten (10) years from the end of the financial year.

The personal data of prospects collected for the purposes of promotion and prospecting are kept for a period of three (3) years if no participation or registration to BIOSENCY events has taken place.

BIOSENCY reserves the right to process the personal data of Patients, as data controller, for the purposes of health research, in particular to develop an artificial intelligence algorithm, under the conditions provided for by the GDPR and the French Data Protection Act, subject to the information of the data subjects and their consent when required.

The Parties agree that Biosency qualifies as a data processor within the meaning of Article 28 of the GDPR for the processing activities described in the Data Protection Agreement attached hereto and that the Customer qualifies as a

data controller. Under no circumstances may the Parties be considered to be jointly responsible for the service. In the event of a proven error in the qualification of the Parties, the Parties shall meet to amend this clause and take all measures relating to such a situation to comply with the requirements of the applicable rules.

The CUSTOMER is the data controller for personal data relating to its Employees, for whom it opens an account on the Platform, and for processing personal data relating to Patients, who are remotely monitored via the BORA CARE Solution.

It is the CUSTOMER's responsibility, in the context of monitoring Patients, to ensure compliance with the rules governing the exchange and sharing of Patient data between the healthcare professionals in charge of monitoring them, within the meaning and under the conditions of article L1110-4 of the French Public Health Code.

The Parties undertake to comply with this Article IV throughout the term of the Subscription Contract and beyond where the obligations set out in this Article survive the end of this Contract in application of the provisions of the regulations relating to the protection of personal data and, among other things, the obligations relating to the security and confidentiality of personal data.

For information purposes, BIOSENCY provides a web page describing the security measures of the Platform for users of the BORA CARE Solution: <https://doc.bora-connect.com/>

DATA PROTECTION APPENDIX

1. INTRODUCTION

The Data Protection Appendix (hereinafter "**DPA**" or "**Agreement**") is intended to govern the use of personal data of the Customer, acting as data controller (hereinafter the "**Customer**"), by Biosency, acting as data processor (hereinafter the "**Data Processor**") under the contract (hereinafter the "**Contract**").

The DPA is an integral part of the Contract signed between the Customer and the Data Processor. In the event of any contradiction between the Contract and the DPA, the obligations set out in the DPA shall prevail as regards the applicable data protection rules.

All data protection terms used in the DPA (e.g. data controller, data processor, etc.) are defined in Article 4 of the General Data Protection Regulation ("**GDPR**").

2. DECLARATION

The Data Processor declares that it complies with all the applicable data protection rules included in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data ("**GDPR**") and Law No. 78-17 of 6 January 1978 on data processing, files and freedoms, together referred to as the "**applicable data protection rules**".

The Data Processor declares that it provides all the **necessary guarantees** to meet the requirements of the applicable data protection rules and, more specifically, to **guarantee the confidentiality and protection of the Customer's data**.

The Data Processor declares that all of its employees who are required to process the Customer's personal data are bound by a **confidentiality clause** or by **any other legal document** (e.g. rules of good conduct, information systems charter, etc.) that guarantees the confidentiality of the Customer's personal data.

The Data Processor declares that it regularly **trains** its employees **and makes them aware** of the applicable data protection rules.

3. INSTRUCTIONS

The Data Processor undertakes to use the Customer's personal data only on the Customer's **documented instructions**.

The Customer undertakes to inform the Data Processor of any **changes** to the instructions that may be issued regarding the use of its personal data.

The Data Processor must notify the Customer as soon as possible if the latter's documented instructions constitute a breach of the applicable data protection rules.

4. CONFORMITY BY DEFAULT AND BY DESIGN

The Data Processor provides its service as is, with the i) **service being compliant from the design stage** and ii) the **service being compliant by default**.

The Data Processor provides a service with **all the functionalities enabling the Customer to comply with its obligations** as data controller.

Consequently, the Data Processor shall **never be liable for use of the service by the Customer that does not comply with the applicable data protection rules**.

5. SECURITY

The Data Processor undertakes to guarantee the **security** of the Customer's personal data and to implement all the **technical and organisational measures** necessary to prevent any risk of data breach.

6. DATA BREACH

The Data Processor undertakes to **notify** the Customer **as soon as possible** and within 48 working hours of becoming aware of any data **breach** that may affect the Customer's personal data.

The Data Processor undertakes to provide the Customer, in accordance with the provisions of Article 28 of the GDPR, with all the information necessary for the Customer to deal with the data breach.

In the event of a data breach, the Data Processor undertakes to take all necessary measures to **remedy** the situation and **reduce** the impact of the breach on the Customer's personal data.

Unless the Customer gives its express prior written agreement, the Data Processor is **not authorised** to handle notifications of data breaches to the French supervisory authority, the CNIL. Similarly, the Data Processor is not, as a matter of principle, authorised to inform, on behalf of the Customer, the data subjects of the processing carried out under the Contract.

7. HELP AND ASSISTANCE IN SECURITY MATTERS

The Data Processor shall provide the Customer, upon written request, with all **necessary and required information** on the **technical and organisational security measures** to be implemented to guarantee the security of the Customer's personal data.

The Data Processor shall provide the Customer, on written request, with all the **necessary and required information**

to ensure that an **impact assessment ("DPIA")** is carried out in direct relation to the service provided.

However, the Data Processor is not obliged to ensure or audit the Customer's security or to carry out impact analyses ("DPIA") in place of and on behalf of the Customer. Any request in addition to the provision of information may be refused and, where appropriate, an additional fee may be charged.

8. HELP AND ASSISTANCE WITH THE RIGHTS OF THOSE CONCERNED

The Data Processor shall provide the Customer, upon written request, with all **necessary and required information** to enable the Customer to fulfil its obligation to act on **requests** from the data subjects.

At the Customer's written request, the Data Processor shall carry out the **technical actions** to be undertaken so that the Customer can fulfil its obligation to follow up the **requests** of the data subjects.

However, the Data Processor is not obliged to manage requests concerning personal rights in place of and on behalf of the Customer. Any additional request to ensure such management may be refused and, where appropriate, an additional fee may be charged.

9. SUB-PROCESSORS

In general, the Customer accepts that the Data Processor may recruit Sub-Processors as part of the performance of the Contract provided that it informs the Customer of any changes concerning these Sub-Processors that occur during the performance of the Contract.

The Customer may raise **objections** by registered letter with acknowledgement of receipt i) if the Sub-Processor is one of its **competitors**, ii) if the Customer and the Sub-Processor are in a situation of **preliminary procedures** or **litigation**, and iii) if the Sub-Processor has been **convicted** by a data protection supervisory authority within one year of its recruitment by the Data Processor. Each of these situations must be **demonstrated**.

In the event that the objection is admissible, the Data Processor shall have a period of **6 months** from receipt of the objection in which to modify the Sub-Processor or to ensure that the Sub-Processor complies with the applicable data protection rules.

In all cases, the Data Processor undertakes only to recruit Sub-Processors who offer the **necessary and sufficient guarantees** to ensure the security and confidentiality of the Customer's personal data.

In this respect, the Data Processor undertakes i) to regularly check its Sub-Processors and ii) to ensure that the contract entered into with the Sub-Processor used in connection with the service contains **obligations similar** to those set out in the DPA.

In any event, the Data Processor remains liable for the acts of the Sub-Processor under the Contract.

10. FATE OF PERSONAL DATA

The Customer shall inform the Data Processor, in writing and before the end of the business relationship, of its choice (option 1) to return the personal data to it and then to delete them and all existing copies, or (option 2) to directly delete the personal data and all existing copies, or (option 3) to transfer personal data to a new service provider and then delete them and all existing copies. Unless otherwise stipulated in the Contract, option 3 must be quoted for by the Data Processor.

If the Customer does not inform the Data Processor of its choice, the Data Processor will directly delete the Customer's data and all copies (option 2) at the end of the business relationship.

Data deletion is irreversible. Customers are therefore invited to recover their data before the service is stopped. In the event of deletion of the Customer's data by the Data Processor, the Customer remains solely responsible for the disappearance of the data and any consequences that may arise.

The Data Processor shall certify to the Customer, upon written request, that the personal data and all existing copies thereof have actually been deleted.

11. AUDITS

The Customer has the right to carry out an audit in the form of a written questionnaire once a year to check compliance with this Agreement. The questionnaire has the force of a signed statement binding on the Data Processor.

The questionnaire may be sent in any form to the Data Processor, who undertakes to reply within a maximum of two months of receiving it.

The Customer also has the right to carry out an on-site audit, at its own expense, once a year, solely in the event of a data breach or failure to comply with the applicable data protection rules and this DPA, as established by the written questionnaire.

An on-site audit may be carried out either by the Customer or by an independent third party appointed by the Customer and must be notified to the Data Processor in writing at least thirty (30) days before the audit is carried out.

The Data Processor has the right to refuse the choice of the independent third party if the latter is i) a competitor or ii) in preliminary procedures or litigation with it. In this case, the Customer undertakes to select a new independent third party to carry out the audit.

The Data Processor may **refuse** access to certain areas for reasons of confidentiality or security. In this case, the Data Processor carries out the audit in these areas at its own expense and communicates the results to the Customer.

In the event of a discrepancy being identified during the audit, the Data Processor undertakes to implement, **without delay**, the necessary measures to comply with this Agreement.

12. DATA TRANSFERS OUTSIDE THE EUROPEAN UNION

The Data Processor undertakes to take all necessary steps not to **transfer the Customer's personal data outside the European Union** or to recruit a Sub-Processor located outside the European Union.

Nevertheless, in the event that such transfers prove necessary in the context of the Contract, the Data Processor undertakes to implement all the mechanisms required to govern such transfers, such as, in particular, entering into the standard contractual data protection clauses ("SCC") adopted by the European Commission.

13. COOPERATION WITH THE SUPERVISORY AUTHORITY

Where this concerns the processing carried out under the Contract, the Data Processor undertakes to provide, on request, all the information necessary for the Customer to cooperate with the **competent supervisory authority**.

14. CONTACT

The Customer and the Data Processor shall each appoint a **contact person** who shall be responsible for this DPA and who shall be the recipient of the various notifications and communications to be made in connection with the DPA.

The Data Processor informs the Customer that its Data Protection Officer can be contacted at the following address:

- Email address: dpo@biosency.com
- Postal address: Data Protection Officer, Biosency, 8 bis Rue du Pressoir Godier– 35760 Saint–Grégoire

15. AMENDMENT

The Data Processor reserves the right to amend this Agreement in the event of changes to the applicable data protection rules which would have the effect of changing any of its provisions.

16. APPLICABLE LAW

Notwithstanding any provision to the contrary in the Contract, this Agreement is subject to **French law**. Any dispute relating to the performance of this Agreement shall fall within the exclusive jurisdiction of the courts within the jurisdiction of the **Court of Appeal of the place where the Data Processor is domiciled**.

Nevertheless, in the event that such transfers prove necessary in the context of the Contract, the Data Processor undertakes to implement all the mechanisms required to govern such transfers, such as, in particular, entering into the standard contractual data protection clauses ("SCC") adopted by the European Commission.

Appendix 1 - Description of processing

Processing	Basis	Data subjects
Technical session cookies	Performance of the contract	Platform users
Account management	Performance of the contract	Platform users
Hosting	Performance of the contract	Platform users, third parties (patients)
Security and maintenance	Legal obligation	Platform users, third parties (patients)

Appendix 2 - Description of data processed and storage periods

Data categories	Purposes	Retention periods
Connection data (e.g. logs, IP address, etc.)	Use of the service	12 months
Identification details (surname, first name)	Use of the service	Duration of the contractual relationship + 5 years (statute of limitations)
Contact details (e.g. business email address)	Use of the service	Duration of the contractual relationship + 5 years (statute of limitations)
Data relating to professional life (e.g. company, position)	Use of the service	Duration of the contractual relationship + 5 years (statute of limitations)
Banking and financial data	Use of the service	Duration of the transaction, 10 years for accounting vouchers
Health data of third parties (patients)	Use of the service	Duration of the contractual relationship

Appendix 3 - Technical and organisational security measures

Categories of measures	Integrated security measures
Organisational security measures	Binding information systems charter
Organisational security measures	Rules of good conduct
Organisational security measures	Clause in the employment contract
Organisational security measures	Twice-yearly awareness-training sessions for teams

Categories of measures	Integrated security measures
Technical safety measures	The database hosted on a server separate from the one hosting the platform
Technical safety measures	Password database separate from logins
Technical safety measures	Password encryption
Technical safety measures	Complex password required on login
Technical safety measures	Https secure platform
Technical safety measures	Health Data Hosting platform

Appendix 4 - List of subcontractors and transfers outside the EU

Data Processors	Features	Server location	Transfers outside the EU	Appropriate guarantees	Contact details
Mailjet	Technical email notifications	France	(NA)	<u>Mailjet DPA</u>	privacy@mailgun.com.
AWS	Hosting user data	France	SCC via DPA	<u>AWS DPA</u>	Contact form: https://aws.amazon.com/fr/contact-us/compliance-support/
Amazon Cloudfront	CDN server	European Union	No appropriate guarantee is required	<u>AWS DPA</u>	Contact form: https://aws.amazon.com/en/contact-us/compliance-support/
Twilio	Technical messages by SMS	United States	SCC via DPA	<u>Twilio DPA</u>	privacy@twilio.com
Auth0	Double Authentication	United States	SCC via DPA	<u>Auth0 DPA</u>	legal- scc@auth0.com
CLARANET	HDH outsourcing	France	NA	<u>Contract</u>	ticketing@fr.clara.net / dpo@fr.clara.net