

## DEVELOPER TERMS OF USE AND STANDARD LICENSE AGREEMENT

### Terms of use

#### 1. Scope

These Terms of Use including the subsequently following Standard License Agreement (“Terms” or “Agreement”) and referenced [Privacy Policy](#) apply to the use of the priaid-Services such as Symptom Checker via the Application Programming Interface (“API”), components and other services (collectively the “priaid-Services” or the “Tool” for the Standard License Agreement section) of priaid AG (inc.) (“API Operator”, “Company” or “priaid”) and to the entities which use the priaid-Services directly or indirectly (“Developer”, “Platform Operator”, “Beneficiary”, “Corporate Customer” or “Customer”), including by way of example (a) Developers that create platforms or services which contain the priaid-Services for their individual users (“End User”) or (b) Developers and their Clients, such as Healthcare Providers or any other Clients of the Beneficiary, which link their platforms in order to use and contribute to priaid-Services on behalf of their individual users (“End User”). Entities described in clause (a) are sometimes herein referred to as “Developer”, “Platform Operator”, “Beneficiary” or “Corporate Customer” and (b) are sometimes herein referred to as “Healthcare Provider Customers” or “Corporate Clients”. The Developers/Platform Operators need to ensure that the Healthcare Provider Customers and Corporate Clients need to comply to the same contractual obligations in the provision of the Platform Operator’s services as the Customer himself.

Between you as the Customer/Licensee (“You”, “Developer”, “Platform Operator”, “Beneficiary”, “Licensee”, “Corporate Customer” or “Customer”) of the priaid-Services and priaid AG (“API Operator”, “Company” or “priaid”), only the following Terms of Use, Privacy Policy and, if applicable, specific product and service provisions for customized or additional products and services may apply. (The Customer/Licensee/Beneficiary and Company are collectively referred to as the “Parties”). In the event that you have your own terms and conditions and wish to apply them, we herewith object those, so that they may not apply. This may be subject to an explicit deviating terms in writing.

You can print or save this document by using the normal functions of your internet provider (=Browser: usually “File” -> “Save as”). You can also download and archive this document as a pdf-file by clicking [here](#). You need the free program Adobe Reader ([www.adobe.de](http://www.adobe.de)) or similar programs that run pdf-formats, to open the pdf-file.

#### Contract components

- 1.1. These Terms of Use, the Standard License Agreement, any offers or orders of priaid-Services and additional individual contracts are all integral parts of the contractual relationship between the Customer and the Company.
- 1.2. In case of any discrepancies or contradictions the order of priority is as follows, whereby among documents of the same hierarchy the newer versions will have priority:
  - 1.2.1. The individual contracts.
  - 1.2.2. The Terms of Use including the Standard License Agreement and referenced Privacy Policy (see above).
  - 1.2.3. Offers or orders of priaid-Services.
  - 1.2.4. The most current version of the [End User Terms of Use](#) and [End User Privacy Policy](#) of the Company.
- 1.3. Deviations in other contractual documents (agreement/order/offer/contract, appendices, individual contracts, etc.) from this contract need to be made in writing referring to the deviation of this Terms of Use including the Standard License Agreement.

#### 2. Scope and functionality of the priaid-Services

The priaid-Services can analyse the End User’s symptoms and provide information about possible conditions that could correlate with the entered symptoms. This therefore allows further the display of possible disease patterns and the appropriate categories of medical specialists (“online analysis”), or

other features and services around the online analysis. priaid offers this online analysis to Customers via an API who can implement parts or all of the functionalities of the priaid-Services into their own services.

### 3. Information purpose and exclusion of liability

#### General:

3.1 The priaid-Services' content as well as information about conditions, possible disease patterns and other data provided by the priaid-Services (hereinafter referred to as "**priaid data**") are **solely meant for the purpose of information and do not substitute consultation, diagnosis and treatment by professional doctors**. Usage of and trust in contents provided by the priaid-Services and priaid data cannot and must not be used by Customers and End Users for (their own) consultations, diagnoses or treatment methods and the selection, application or termination thereof. **The contents of the priaid-Services are not a recommendation for consultation, application, treatment, diagnosis or purchase.**

3.2 priaid is using great care to ensure that all information made available on the priaid-Services is correct and complete. priaid and all staff involved in the generation of content disclaim any liability to the fullest extent permitted by law in terms of correctness, timeliness, accuracy, reliability or completeness of the provided information.

3.3 priaid shall not be liable for any damage resulting from false or incomplete information given by the End User or the Customer's platform/service, especially the health data. The End Users are solely responsible for their health data's correctness and timeliness. In the event that claims are made against priaid by a third party (e.g. End Users, Healthcare Provider Customers or Corporate Clients) or by the Customer because of the absence of correctness or timeliness of the End User's data and information, the respective End User and Customer undertake to fully indemnify priaid.

3.4 All End Users of this service are requested by priaid and all Customers shall request their End Users to consult a doctor for health information. **In the event of a medical emergency or in imminent, life-threatening situations, the End User needs to contact or consult a medical emergency service immediately. The priaid-Services are not meant for emergency situations and must not be used solely in such constellations.**

3.5 priaid disclaims any liability to the fullest extent permitted by law for any possible damage caused by the usage of the products and services with regard to priaid-Services or priaid data. Any utilization or usage of contents on the priaid-Services or the priaid data takes place at one's own risk. The assertion of any types of claims is therefore excluded.

3.6 priaid disclaims any liability to the fullest extent permitted by law for any possible damage caused mainly or completely by the End User or Customer, e.g. damage caused by the incompatibility of End User's or Customer's devices and the API Operator's operating system, disruption of data transmission from the End User's provider to the End User, deactivation of necessary cookies or damages resulting from lack of access security on the End User's side.

3.7 The End User and the Platform Operator/Customer bear responsibility for all consequences and disadvantages which may occur due to misuse or illegal use of the products and services with regard to the priaid-Services and the priaid data or because the End User or Customer does not fulfil his other essential agreement duties (among other things, the obligation of keeping the password secret). priaid accepts no liability for any damage that may occur from that. The End User and Platform Operator/Customer shall indemnify priaid in full in the event that claims should be asserted against priaid due to misuse or illegal use of the products and services with regard to the priaid-Services as well as priaid data by the End User or Platform Operator/Customer.

#### Online analysis:

**3.8 The online analysis using the priaid-Services does neither substitute the medical examination nor the diagnosis by a qualified doctor.**

Usage of the priaid-Services and its contents are no substitute for professional medical care, doctor's advice, diagnosis or treatment. The usage of the priaid-Services is voluntary and solely at the End User's own risk and in the End User's own assessment regarding the reliability of information and data (priaid data) provided by the priaid-Services. Also, in the End User's responsibility are decisions or actions, including but not limited to the decision, not to consult a doctor for diagnosis and treatment, resulting from the usage of the priaid-Services. Only the End User is responsible for the decision, to use the services of a doctor. priaid does not recommend or advocate tests, doctors, healthcare services, products, procedures, opinions or other information that may be mentioned via the priaid-Services. The

End User should also not delay professional medical advice/care because of information and priaid data that have been obtained via the priaid-Services. The Customer shall inform his End Users about these limitations in an appropriate manner to ensure that his End Users fully understand their risks and limitations associated with the usage of the priaid-Services.

Links:

3.9 priaid has absolutely no influence on the websites linked to the priaid-Services or to the links provided in combination with the priaid-Services, therefore priaid takes absolutely no responsibility for their content, correctness, completeness and lawfulness. The establishing of connections to these sites is done at one's own risk. The terms and conditions of the respective websites apply.

Availability and others:

3.10 One hundred percent availability of the priaid-Services is technically not possible. However, priaid is making an effort with all means available and within economic reason, to constantly provide the priaid-Services. The priaid-Services are generally available around the clock from Monday to Sunday. priaid strives to provide continuous availability of all functions, especially during the core working time Monday to Friday, 9.00am to 5.00pm. However, priaid reserves the right to execute at any time maintenance-related shutdowns of individual servers of the used server infrastructure, and thereby to fully or partially limit the availability of the priaid-Services.

3.11 priaid disclaims any liability to the fullest extent permitted by law for technical problems and service disruptions, as well as damage to the End User's or Customer's software and hardware. priaid also disclaims any liability to the fullest extent permitted by law for damage or viruses that may impair the computer, equipment or any other property of the End User or of the Customer due to the accessing of information and data or the use thereof. In the event of service disruptions or system failure, priaid will do their best to remedy the disruption or failure. priaid disclaims any liability to the fullest extent permitted by law for damages that may occur for the Customer or End User due to lack of accessibility of priaid-Services or priaid-operated databases.

3.12 priaid can provide the Customer or End User with services by third party providers within the priaid-Services (embedded in the services or via links). The providers are carefully selected; however, a constant control of the services, especially of websites and services made available by them is not possible for priaid. Their availability as well as quality requirements of such third-party services comply with the respective rules applicable. In no case is priaid responsible or reliable for their content, availability, disturbances, low quality and/or disruptions. This also applies to third party providers/links to pages of cooperation partners of priaid. priaid is not a party of the contract between the Customer or End User and the third-party provider.

3.13 The API Operator reserves the right, to partly or fully and without separate announcement change, complement, delete the offer, or to stop the publication temporarily or definitely. priaid shall not be made liable for damages occurring thereof.

3.14 Claims to damages and reimbursement of expenditure of the Customer or End User (hereinafter: claims for damages) against priaid, irrespective of their legal grounds, in particular claims arising from duties from business debts of unlawful dealings, especially due to violation of above mentioned paragraphs 3.3, 3.5, 3.6, 3.7, 3.8 are excluded. This does not apply as far as priaid is mandatorily liable, e.g. due to product liability, in cases of intent, gross negligence, for violation of life, the body or health, or due to a violation of major contractual obligations. However, the claim for damages for violation of major contractual obligations is limited to contractual, foreseeable damages, if no case of intent or gross negligence applies on the part of priaid, or if liability for violation of life, the body or health applies. A change in the burden of proof to the End User's or Customer's disadvantage is not connected with the preceding provisions.

3.15 If End Users or Customers are entitled to claims for damage according to paragraph 3.14, they are becoming time-barred within two years, according to the period of limitation applicable for claims for damages. For claims for damage according to the Product Liability Act, the statutory limitation periods shall apply.

## **4. Functional scope of the priaid-Services**

4.1 If the scope of service is not explicitly defined as different, then the respective scope of service made available for the Customer or End User with regard to the priaid-Services shall apply as the scope of service of these Terms of Use.

4.2 The Customer and End User can access content and data of the priaid-Services via the internet regardless of time and place, within the technical and operational possibilities provided by priaid (e.g. latest version of software component, web-browser, API libraries, etc.)

4.3 The current basic functions of the priaid-Services include (the latest versions are provided with the respective updated product-/service-descriptions) - not all services may be available to all End Users:

- Online-analysis: Analysis of symptoms and information about possible conditions
- Health information: Library of End User-/patient-oriented descriptions of conditions and other health related information
- Medical specialization: Search of suitable medical specializations based on the End User's symptoms

4.4 The Customer or End User can largely control, how and which data will be used or passed on. priaid trusts that they meet the End User's needs. We highlight that only the End User alone decides which data they provide. These data can support the End User, Healthcare Provider Customer or Customer in the services provided by the Customer. priaid has no influence on the content and the data, or their disclosure.

4.5 Products and services of third parties or the Customer that are not provided by priaid are not subject to these Terms of Use.

4.6 The API Operator reserves the right, to partly or fully and without separate announcement change, complement, delete parts of the pages or the whole offer, or to stop the publication temporarily or definitely.

## 5. Warranty

If a warranty for the respective service or the respective product is applicable at all, the End User's or Customer's claims to damages and reimbursement of expenditure against priaid - irrespective of their legal grounds - in particular claims arising from duties from business debts of unlawful dealings are excluded, unless stated otherwise in these Terms of Use.

This does not apply as far as priaid is mandatorily liable, e.g. due to product liability, in cases of intent, gross negligence or due to a violation of major contractual obligations. However, the claim for damages for violation of major contractual obligations is limited to contractual, foreseeable damages, if no case of intent or gross negligence applies. A change in the burden of proof to the customer's disadvantage is not connected with the preceding provisions. If customers are entitled to claims for damage, they are becoming time-barred according to the period of limitation applicable for claims for damages. For claims for damage according to the Product Liability Act, the statutory limitation periods shall apply. Further warranties are excluded to the fullest extent permitted by law.

## 6. Information/Communication

6.1 priaid is operating a helpdesk for information regarding the usage of the priaid-Services (support). The helpdesk can be reached via email or via telephone (hotline). Priaid can replace the contact via email with a ticketing system. Availability and contact number of the hotline can be found at <http://www.apimedic.com> ([www.apimedic.net](http://www.apimedic.net)) and may be subject to the license model of the Customer.

6.2 priaid can make support services subject to remuneration of special charges. priaid reserves the right to invoice support requests separately based on effort, if they exceed an appropriate limit.

6.3 Other communication between priaid and the Customer is made via electronic channels, meaning per email, online or similar.

6.4 No information about medical topics will be provided. Please contact a healthcare professional via the regular channels for medical information.

6.5 The End User shall contact the Platform Operator for any questions, feedback or any other communication. Priaid only offers the support to the Platform Operators based on the contract and respective agreements between them.

## 7. Right of use of the priaid-Services

The right of use allows the Customer and his End User the intended, non-exclusive, limited to the terms of the agreement, not transferrable and non-sublicensable usage of the priaid-Services or priaid data. The Customer agrees and ensures that the End User agrees that the Customer and his End User shall not use the priaid-Services beyond these terms or the Agreement. Most of all, neither the Customer nor

his End User shall use priaid-Services or priaid data for their own commercial purposes or make the non-public content available to third parties.

## 8. Intellectual property and other rights of content

8.1 By accessing the priaid-Services or priaid data, Customer agrees and ensures that the End User agrees that the rights of the priaid-Services (and all its elements), as well as all information, data, graphics and symbols on the priaid-Services belong to priaid (or their contractual partners).

8.2 The Customer agrees and ensures that the End User agrees that neither the End User nor Customer shall copy, distribute or make available via framing or other methods parts of the priaid-Services or priaid data. They shall never publish non-public contents. It is prohibited to use the priaid-Services for third parties.

8.3 The Customer agrees and ensures that the End User agrees that neither the End User nor Customer shall reengineer, collect systematically or entirely save information from the priaid-Services.

8.4 The content published or distributed via priaid-Services is subject to copyright protection. As long as not stated otherwise, priaid owns the copyright.

8.5 The Customer agrees and ensures that the End User agrees that the electronic data and content generated by End Users, Healthcare Provider Customers or Customers with regard to the priaid-Services shall not be reproduced, modified, deleted or published outside of priaid's scope of service, if priaid has not specifically acknowledged those in advance.

## 9. (Password-)Protected access

9.1 The API operator offers the Customer (password/credential-) protected access to the respective parts of the priaid-Services via the internet. To ensure security of customer-information during transmission, the operator uses secured protocols to encrypt the information transmitted by the user (e.g. Secure Sockets Layer, SSL).

9.2 The Customer undertakes not to disclose their access data to unauthorised third parties. The Customer is responsible for safekeeping their access data and for protecting them from being accessed by third parties. priaid disclaims any liability for damages resulting from misuse or loss of their access data (customer-identification, password, API credentials, etc.).

9.3 In the event that the Customer loses or forgets their access data (or parts thereof), if the Customer enters an invalid email address, or if the email address becomes invalid, no new access data can be sent via email. The API operator is not obliged to provide the Customer with new access data via different channels, or to escrow a new email-address.

## 10. Data provided by the user and customer account

10.1 To execute the contractual relationship with the Platform Operator/Customer and to continuously improve the priaid-Services, priaid saves and modifies the necessary information about the End User requests (birth year, gender, symptoms, date/time of the request) without any means of identification of the End User. priaid treats these data confidentially.

10.2 The priaid-Services are a system that depends on information about health problems, additional health-related information and medical data in order to function correctly. Therefore, the priaid-Services contain medical information in various contexts, which are classified as extremely worthy of protection.

10.3 To manage the contractual relationship with the Platform Operator/Customer and to continuously improve the priaid-Services, priaid saves and modifies the necessary information for the account identification, information about the Customer, the contractual and payment data. priaid treats these data confidentially and it will be deleted as soon as the contract has ended and the legal obligation of the Company to archive relevant business information has ended.

10.4 Additionally, the priaid-Services save more data, that will not allow any conclusions with regard to the End User, due to priaid's isolated observation:

- Statistical data
- System data

10.5 You, the Customer agree to inform and oblige the End User to agree to the data processing according to the paragraph 10. The API Operator's [End User Privacy Policy](#) provides a detailed description of the data processing related to the usage of the priaid-Services via local and mobile devices. priaid can establish additional terms for individual services that shall apply in addition to the general Privacy Policy.

10.6 The API operator is obliged to keep data saved on the platform at the most until the Customer account shall be deleted (paragraph 10.7).

10.7 The Customer account shall be deleted by the Customer's or priaid's initiative (according to paragraph 15.3 or the following paragraph in both cases), or within 2 months after the termination of the contractual relationship based on these Terms of Use.

10.8 The API Operator reserves the right to delete the Customer-account or related data provided by the user, if the account has not been accessed for more than 12 months and if even upon request by priaid, delivered via email, the Customer does not access their account within a further month.

## **11. Permitted use**

The Customer agrees and ensures that the End User agrees that the Customer and his End User undertake to use the priaid-Services exclusively for the purpose of using the products and services as described in the functional scope.

## **12. Customer's undertakings**

You, the Customer, undertake the following:

12.1 The Customer pays outstanding remunerations to priaid within the payment period.

12.2 The Customer does not use the platform in an inadmissible way and takes care that the terms of paragraph 11 are not violated.

12.3 It is the responsibility of the Customer to take the necessary precautions to secure their systems. This includes especially the server's/browser's security settings, the installation of a firewall, up-to-date version of a server/computer virus or malware defending software, storing the data at regular intervals as well as physical access control.

12.4 The Customer is obliged to keep his access data (Customer-identification, password, API credentials, etc.) as safe as they would keep any valuables safe from unauthorised access of third parties. It is strongly recommended to key in the personal access data only in the official website or tools (e.g. interface, app) provided by priaid.

12.5 The Customer is obliged to apply the medical occupational law as well as other applicable regulations and professional ethics for offering the own product/service which includes the priaid-Services and data.

12.6 The Customer's cooperation is required for the complete usage of services and products provided by priaid. In the event that the API Operator cannot provide the service partly or completely due to lack of the Customer's cooperation, priaid shall be exempted from the provision of the priaid-Services.

## **13. Technical precautions**

The API Operator has the right to take technical precautions that can detect and persecute or prevent unauthorised usage. Priaid can particularly provide database content with markings or implement digital protective measures (e.g. DRM) against unauthorised copying, etc.

## **14. Conclusion of contract, term and termination**

14.1 Priaid and the Customer enter into a contractual relationship upon successful creation of a Customer-account or the usage of priaid-Services. Any feigning of an identity is prohibited and can lead to immediate deletion of the account.

14.2 The contractual relation for products free-of-charge ends according to these Terms of Use:

- At the time, when the Customer deletes their Customer-account;
- At the time, when priaid deletes the Customer-account according to paragraph 14.6.

14.3 For any priaid-Services or products subject to a charge, additional regulations for cancellation or termination may apply.

14.4 priaid as well as the Customer have the right to terminate according to contract. Both parties shall retain the right to terminate for exceptional reasons.

14.5 priaid can suspend the access to the priaid-Services with immediate effect, if the Customer is in default with payments for the priaid-Services or any additional services. The API Operator reserves the right, to partly or fully and without separate announcement change, complement, delete the offer, or to stop the provision temporarily or definitely.

14.6 The API Operator reserves the right to delete the Customer-account, if it has not been accessed for more than 12 months and if even upon request by priaid, delivered via email, the Customer does not access their account within a further month. Or if priaid is unable to contact him via the registered email address.

## **15. Suspension of the contractual relation or access to the priaid-Services respectively**

15.1 The API operator has the right to suspend access to the priaid-Services without separate announcement, or to limit access to certain functions of the priaid-Services, if

- The Customer repeatedly violates the contractual obligations;
- The unimpaired operation of the priaid-Services is at danger due to circumstances that fall within the Customer's area of risk;
- A case of paragraph 14.5 applies;
- A reasonable suspicion of an attempted or actual misuse of a Customer's access data occurs (e.g. repeated entering of a wrong password/credentials).

15.2 In the event of a suspension according to paragraph 15.1, the API Operator is not obliged to reimburse already paid off remunerations.

15.3 Termination with immediate effect remains an option, even if priaid already suspended the access to the priaid-Services due to certain events.

## **16. Force majeure**

Temporary limitation or degradation of services may occur on the grounds of force majeure, strikes, lock-outs and administrative orders, as well as due to technical modifications to priaid's systems or any other measures necessary for proper or improved operation (e.g. maintenance). Priaid reserves the right of such measures, they will, however, work towards a fast fault clearance.

## **I. AMENDMENTS TO THESE TERMS OF USE**

These Terms of Use including the Standard License Agreement and the herein referenced legal documents (such as the Privacy Policy) regulate the relations between the parties of these Terms or the Agreement conclusively. Priaid reserves the right to periodically revisit and to amend, if applicable. priaid will communicate any changes or additions of these Terms of Use including the Standard License Agreement to the Customer either in writing, per email or online, upon their next log-in to the priaid-Services. The Platform Operator needs to ensure that they communicate the changes to his End Users compliant with these Terms of Use including the Standard License Agreement. Changes initiated by the End User or the Customer are not applicable, if priaid did not approve of those in writing.

## **II. PRESERVATION OF VALIDITY**

If any particular provisions or part of these Terms of Use should be declared as void, invalid, incomplete, ineffective or unenforceable, that will not affect the validity of the remaining provisions and the validity of the Terms or Agreement.

The void, invalid, ineffective and/or incomplete provision will be replaced by the applicable legal regulation that matches as closely as possible the intended purpose of the invalid provision

## **III. APPLICABLE LAW AND JURISDICTION**

Usage of the priaid-Services and the contractual relation between you, the Customer, and priaid, according to these Terms of Use shall be subject to Swiss law, to the exclusion of the UN Convention on contracts for the International Sale of Goods dated April 11, 1980.

Both parties agree to try to settle their dispute amicably before resorting to the courts in a way which is verifiable. If agreement cannot be reached and the appeal to the court is unavoidable.

All disputes regarding usage of information and contents of the priaid-Services, to which these Terms of Use apply, or disputes related to these Terms of Use, as well as related to services and products provided via the priaid-Services may only be brought before the court of jurisdiction at the seat of priaid AG (inc.).

These Terms of Use were last updated on May 25, 2018.

## Standard License Agreement

between:

**priaid AG**, an incorporated company (société anonyme, Aktiengesellschaft) pursuant to the laws of Switzerland with its registered office at Sonnenbergstrasse 17, 8835 Feusisberg, Switzerland (the “**Company**”);

and

the **Customer/Licensee** (the “**Beneficiary**”).

(collectively referred to as the “**Parties**”).

WHEREAS:

- The Company is an incorporated company, which develops, offers and markets a web-based triagetool for the outpatient medical market (the “**Tool**” or “priaid-Services”, which can be offered as an API-service and/or as a Component<sup>1</sup>).
- The Customer/Licensee/Beneficiary is a company, which will use the Tool to support its services (“Platform Operator’s services”).
- The End User is an individual user (paying or non-paying; with a direct relation to the Customer or over an indirect relation e.g. via a Corporate Client) of the Customer/Beneficiary which will use the Platform Operator’s services (supported by the Tool/priaid-Services) (the “**End User**”).
- The API Operator/Company and the Customer/Licensee/Beneficiary conclude a contract to license/use the priaid-Services/Tool (the “**Purpose**”).
- To reach the Purpose both parties could disclose each other certain proprietary information such as workflows, processes, plans, trade secrets, customer data, business affairs, know-how, algorithms and source code of the software, which by the disclosing party is classified as confidential and potentially price sensitive. The parties will protect confidential information in the way as they have set out in this agreement.

IT HAS BEEN AGREED AS FOLLOWS:

### 2. Object of contract

#### 2.1. Object of right-to-use license:

The Beneficiary (Licensee) is permitted on payment of the agreed remuneration to use the API-service and/or Component provided by the Company (Licensor) for its own business use for the purposes of building or using IT solutions. The Beneficiary is hereby permitted to use the Tool under the terms of the agreed license model. Any other rights pertaining to the Tool/IT-solution provided (or its further development) remain entirely with the Company. Details of the license model are contained in the agreement/order/offer or its appendices. The level of the remuneration to be paid by the Beneficiary is contained in an invoice to be prepared separately for the Beneficiary.

### 3. Contract details of right-to-use license agreement

#### 3.1. Use and remuneration

##### 3.1.1. Scope:

The Tool can be offered with different features and depending on the license model chosen as per the agreement/order/offer or its appendices not all features described in the following are included in all packages.

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<sup>1</sup> API: Modular programming interface, which offers certain program routines for a „main program“, into which priaid services want to be integrated. An API is not capable of functioning by itself; however it works only in combination with a main program asking for different services.

Component: A program package, which has been designed to offer certain defined functionalities and program routines for a specific purpose.

- a) The Beneficiary (Licensee) receives with full payment of the remuneration an according to the chosen license model applicable, non-exclusive right for use for a limited period of time (one year or corresponding to ordered term) and/or limited amount of transactions (number of analysis) of the API-service and/or Component as well as the applicable documentation for his own purpose.
- b) Until full remuneration based on the agreed schedule is received the Beneficiary may be authorized by the Company to use the API-service and/or Component, but this right can be recalled again. The Company (Licensor) may recall or deny use of the license as long as the Beneficiary is behind on his payment obligations based on the agreed remuneration and schedule.
- c) Invoices are payable in advance unless stated otherwise (e.g. within 30 days). Contrary to announcements, price indications by priaid are always exclusive of value-added taxes and expenses. In the event that the Beneficiary is located abroad or when there are other reasons to doubt punctual payment, an advance payment can be requested.
- d) The Company reserves the right to unilaterally increase agreed remunerations. However, remuneration increases have no impact on active subscriptions or contracts but will only take effect upon the next renewal of contract or subscription. Priaid is obliged to announce the changes in due time, so that the Beneficiary can terminate the contractual relationship within the term of notice of termination agreed upon by contract before the new remuneration/prices take effect. In the event that this right is not invoked, the price alteration becomes binding for both contracting parties. The new statements will be based on this price alteration.
- e) Suspending the access to the priaid-Services as well as a termination of the legal relations based on the Terms of Use including the Standard License Agreement does not release the Beneficiary from their obligation to pay due remunerations based on the existing agreement between them and priaid.
- f) All data processing devices (such as hard disks or central processors) that hold part or the complete API-service and/or Component for a limited time or permanent, are owned by the Beneficiary or are under his direct control.
- g) Unless the license is limited in the amount of transactions, the license is by default applicable only for the use/offering from one location (country, market) of the Beneficiary and refers to the individual or legal person of the Beneficiary. This means that for the use of the API-service and/or Component for multiple locations and/or in subsidiaries or for the use in different products/services of the Beneficiary it is necessary to purchase additional licenses or this point needs to be mentioned expressly in the individual agreement. The Beneficiary needs to make sure that the Tool (API-service and/or Component) is used pursuant to the laws of the country, where it is being used/offered.

#### 3.1.2. Copying rights, assignment and access protection

- a) The Beneficiary may make a backup copy of the Component. However only a single backup copy may be made and retained and it is to be labelled as a copy of the licensed Component.
- b) It is prohibited to make further copies (which includes printing of the program code, the algorithm, the output and of the contents of the priaid database). Distribution of the documentation or the description of the program is only permitted with the express written agreement of the Company.
- c) The Beneficiary cannot pass on the API-service/Component and related documentation to any third parties, except where the disclosure is necessary for the performance of the own service and it has been agreed in advance in writing with the Company. In such a case the Beneficiary needs to make sure that the third party must comply with the same non-disclosure and confidentiality provisions as himself and also accepts the intellectual property rights and copyrights of the Company.
- d) The Beneficiary may without the prior written consent of the Company neither rent, lease, pledge the API-service/Component nor arrange its ASP-use (application service providing).
- e) The Beneficiary is under an obligation to take appropriate measures to prevent unauthorised third party access to the API-service/Component. Any data storage media on which the API-service/Component is provided and the backup copies are to be kept in a location which is protected against unauthorised third party access. Employees of the Beneficiary are to be expressly instructed to comply with these provisions and the provisions of intellectual property rights and copyrights.

#### 3.1.3. Decompiling and modifications of the API-service/Component

- a) Conversion of the licensed program code, the algorithms or the output into other code forms (decompiling) and all other types of derivation of the source code of the API-service/Component or its parts (reverse engineering) including modification of the API-service/Component are prohibited.
- b) Removal of anti-copy protection or any similar protection mechanism is only permitted to the extent that this protection mechanism is impeding or preventing problem-free use of the API-service/Component. The burden of proof that the protective mechanism is impeding or preventing problem-free use of the API-service/Component rests with the Beneficiary. The Beneficiary is under an obligation, to notify the Company in writing of the removal of anti-copy protection or similar protection mechanism from the API-service/Component. The Beneficiary shall define as precisely as possible any problem with the use of the API-service/Component which necessitates a permitted modification of the API-service/Component of this type. This obligation to define the problem includes a detailed description of the symptoms of the problem, the suspected cause of the problem and in particular a comprehensive description of the API-service/Component modification made. If the Company rectifies the defect as a result of such notification, the Beneficiary is under an obligation to delete the API-service/Component modified by him and any copies which exist and to confirm this in writing to the Company.
- c) If the Beneficiary needs information that is indispensable to establish the interoperability of an independently created IT program/development with the API-service/Component, then he needs to make the relevant request to the Company if such a change is not already allowed according to the product documentation, the chosen license model or the delivered information. The Company reserves the right to provide or refuse the needed information.
- d) The Beneficiary is not entitled to conduct modifications or interferences at the API-service/Component or to have them conducted by a third party, not even to remove possible bugs. These actions may only be assigned to third parties who have commercial operations, if the Company is not willing to make the required API-service/Component modifications in return for an appropriate fee. The Company is to be given sufficient time to check the assignment of the work and is to be supplied with the name of the third party.

### 3.2. Warranty claims and obligation to check for and give notice of defects

According to the recognized standard of technology it is impossible to develop complex software products (respectively API-services/Components) that are completely free of defects, that can be used for every conceivable scenario or that works always error-free in all applications and combinations particularly with different hardware components. The condition of the API-service/Component provided by the Company is not focused to eliminate all defects, but rather that the software has no defects, which hinder the intended usage more than only in a minor way.

- 3.2.1. The Company ensures within a warranty period of one year from the date of delivery that the supplied API-service/Component is essentially free from material and manufacturing defects and essentially works in accordance with the service description.
- 3.2.2. The Beneficiary shall check the supplied API-service/Component within 10 working days of delivery, particularly in order to verify that the basic program functions are complete and in working order. Defects which are identified or with that could be identifiable by properly examining the goods must be reported to the Company in writing within a week. Defects which are not identifiable from a properly conducted check as described above are to be notified within 5 working days of discovery. A notice of defects must contain as detailed as possible a description of the defects. The requirements of any defect form provided by the Company must be complied with. If the above described obligation to check for and give notice of defects is breached, the API-service/Component is deemed to have been accepted in respect of the defect in question. The properties of the API-service/Component provided by the Company can already be tested in advance on the occasion of a due diligence, however they should be tested latest on actual use and latest from then on the above de facto acceptance enters into force.
- 3.2.3. If a notice of defects properly reported is justified, the Company will replace it free of charge. The Company will be entitled to proceed to a substitute delivery at its own option. The Beneficiary has to assist the Company in any possible remedial measures to its capacities. The Company shall be entitled to refuse the chosen manner of supplementary performance or the entire subsequent performance if such is only

possible at unreasonable expense. If the Company delivers the supplementary performance API-service/Component in condition without defects, then the defect API-service/Component must be deleted from all data storage devices of the Beneficiary and cannot be passed on to any third parties. Withdrawal from the contract is not possible on the grounds of an immaterial defect.

If the Beneficiary has made a claim against the Company under the guarantee and it turns out that either there is no defect or that the defect asserted does not trigger any guarantee obligation by the Company, the Beneficiary must reimburse the Company for any and all expenses incurred by the Company, to the extent that it is responsible for making a claim against the Company based on gross negligence or criminal intent.

### 3.3. Copyrights

3.3.1. The API-service/Component provided by the Company is protected by copyright and all other corresponding proprietary rights. The proprietary rights apply especially to the programming code, the algorithm, the output of the API-service/Component, the documentation, the appearance, the design of the user interface incl. the input/output masks and the print-outs, the content, the structure and organization of the API-service/Component, the names, logos and other presentations within the IT development. All proprietary rights belong to the Company who is the manufacturer of the API-service/Component.

3.3.2. The duplication, use, transmission, modification or reproduction of the contents of the API-service/Component without explicit prior consent is prohibited. Any use, even parts of it, outside the scope of this license contract and usually intended purpose of the API-service/Component is explicitly not allowed. The API-service/Component has to be treated like any other copyrighted material. Other components parts of the API-service/Component, such as supplied designs and templates can exclusively and only be used in conjunction with the API-service/Component and are also subject to these provisions.

3.3.3. Copyright notices, logos, company name, serial numbers as well as other features that serve as product identification must under no circumstances be removed or changed, unless the license model allows within the scope of White-Labeling such a deviation from the provision and it has been agreed. The same applies to suppressing the display of such features on the screen.

3.3.4. In the event of any breach of the above-mentioned agreements in clause 3, the Beneficiary agrees to pay a contractual penalty in the amount of CHF 10'000, excluding objections in regards to multiple occurrences. Moreover the Company is entitled to cancel the license contract on significant grounds in the event of serious infringements of his copyright in the API-service/Component.

3.3.5. Upon receipt of the cancelation or expiration of the license, all rights of use of the Beneficiary expire regardless of payments already made. In this case the API-service/Component, the documentation and the outputs shall be returned to the Company, all (backup) copies of the API-service/Component destroyed. In case a return is impossible due to technical reasons, the Beneficiary will after getting the Company's written approval delete everything and confirm this to the Company in writing.

### 3.4. Software updates, further development and property rights

3.4.1. Each license includes based on the chosen license model any updates made during the license period. The Beneficiary is under the license model entitled to these updates, if any are provided by the Company.

3.4.2. The Company aims to continuously develop the existing API-service/Component. The Tool and in particular the algorithms and content of the databases should as well be incorporated in the future development of new products. The rights to the intellectual property, regardless of whether they have arisen before, during or after the licensing and possible cooperation with the Beneficiary, belong exclusively to the Company (priaid AG). In particular, the Company holds full rights to the following ideas, concepts and developments (which are without exception confidential):

- a) IT-supported triage of End User/patients („selftriage app“ and „expert system“) based on the priaid technology,
- b) the triage Tool developed by priaid, its algorithms and any enhancement and optimization of algorithms,

- c) the validation and testing setup developed by priaid, which is used to continuously improve the algorithms and the platform,
- d) the content of the priaid-Services, in particular the medical content.

#### **4. Duration of contract / cancellation / support after termination of contract**

- 4.1. This Standard License Agreement will be in force from the date on which the agreement/order/offer/contract is signed or concluded by both parties and its cancellation is pursuant to the agreement/order/offer/contract.
- 4.2. With the termination of the contract all rights and obligations expire with the exception of confidentiality and data protection obligations and intellectual property rights and copyright.

#### **5. Warranty and liability**

- 5.1. The Company does not provide any guarantee that (i) the Tool/services meet the requirements or expectations of the Beneficiary (or his End Users); (ii) the Tool/services will be available uninterrupted, timely, secure or error free; (iii) the results that may be obtained from the use of the Tool/service will be accurate or reliable; (iv) any errors in the services will be corrected.  
The Company shall not be liable for any direct or indirect damages, resulting from: (i) the use or the inability to use the Tool/services; (ii) any changes made to the Tool/services; (iii) any permanent or temporary unavailability of the Tool/services; (iv) unavailability, respectively incorrect availability of data provided by the Tool/services; (v) or any other matter relating to the Tool/services. Technical support is provided under the terms of the license model and on a best-effort basis. The Company does not accept any warranty claims for the availability of technical support. The Company has the right to use for the provision of services at any time and in any amount the services of third parties.
- 5.2. The Company shall only be held liable for damage if the Company or one of its vicarious agents has violated an essential contractual obligation (cardinal obligation) in a manner jeopardizing the contract or if the damage is due to gross negligence or deliberate intent on the part of the Company. The Company's liability is limited to the license/purchase price of the Tool (API-service/Component). Claims of the Beneficiary beyond that, especially claims for damages including those for escaped benefit or because of other financial damages of the Beneficiary are excluded. The Company is not liable for cases of force majeure such as fires, floods, earthquakes, hostage-taking, terrorist attacks or acts of war.
- 5.3. The Company is not liable for any data loss. The Company is also not liable for damages insofar as the Beneficiary (or his End User) would have been able to prevent their occurrence via measures to be reasonably expected of it – in particular such as via IT and data backup. No liability is accepted in respect of the suitability of the Tool (API-service/Component) for the Beneficiary's purposes and its compatibility with the Beneficiary's (or his End User's) existing IT environment (software and hardware).
- 5.4. If the Company cannot provide services as a result of serious causes (e.g. force majeure, power cuts, failure of electronic data processing), then the Company's obligations will cease for the extent and duration of the obstruction, unless it can be proven that the Company is significantly at fault. Generally no claim can be asserted with respect to the permanent availability of the API-service/Component provided by the Company. If the system is not available at all, or not available with the full range of features, for reasons for which the Company cannot be held responsible, or for maintenance-related reasons, then the Company cannot be held liable for damages, including consequential damages that may result for the Beneficiary.
- 5.5. The Company assumes no liability for damages for the Beneficiary (his End User or the Healthcare Provider Customer), which may arise from a contact that has been established with the help of any priaid-Services (e.g. Tool, API-service/Component) between Beneficiary, Healthcare Provider Customer and End User (patient). The Company shall only provide the technical requirements for the transfer and administration of information, and shall not be involved, neither as intermediary, party or representative of a party, in the contractual relationship between Beneficiary, his End User (patient) and Healthcare Provider Customer. The End User (patient) is responsible for the correctness of the entries made and information submitted, the Beneficiary or Healthcare Provider Customer is responsible for the resulting medical service. The Company is in particular not liable for the correctness of the entries made or information submitted by the End User (patient) to the Healthcare Provider Customer or the Beneficiary and the correctness of the offered medical services by the Healthcare Provider Customer or the Beneficiary.
- 5.6. The Company's liability shall be excluded in the event of a use by the Beneficiary that is contrary to the contract.

## 6. Confidentiality

- 6.1. The parties undertake to keep confidential all information related to this agreement and above all to the individual contracts/offers/orders during the effectiveness of this agreement and for five years after its termination, and during such time parties shall not disclose such information to any third party except (a) as required by law or regulations, (b) as necessary to support a claim or defense in litigation between the parties hereto, or (c) as otherwise agreed in writing between the parties. Notwithstanding the foregoing, parties may disclose the existence of the present Agreement for commercial purposes.
- 6.2. Regarding any other confidential information the parties hereby agree as follows:
- a) For purposes of this agreement, “Confidential Information” shall mean any and all non-public information the Company/the Beneficiary (the Originator) has disclosed or may disclose to the Beneficiary/the Company (the Recipient), including but not limited to information related to: functionality of the Tool, Tool development and design, IT development not yet known to the public, clients or prospective clients, internal communications, events, or meetings, or any other research, development, operations, marketing, transactions, regulatory affairs, discoveries, inventions, methods, processes, articles, materials, algorithms, formulas, specifications, designs, drawings, data, strategies, plans, prospects, know-how and ideas, whether tangible or intangible, and including all copies, analyses and other derivatives thereof.
  - b) The Recipient agrees (i) not to disclose any Confidential Information or any information derived therefrom to any third person, (ii) to keep the Originator’s Confidential Information confidential and take all the reasonable precautions to protect the confidentiality of such Confidential Information with the same degree of care with which it protects the confidentiality of its own confidential information, but in no event with less than a reasonable degree of care, and (iii) not to use any Confidential Information for any purpose whatsoever except to advance the legitimate business interests of the Originator under written or oral instruction of the Originator’s authorized officers.
  - c) All right, title, and interest in and to the Confidential Information shall remain with the Originator or its licensors. Nothing in this agreement is intended to grant any rights to Recipient under any patents, copyrights, trademarks, or trade secrets of the Originator.
  - d) On request of the Originator and termination of this agreement, the Recipient shall destroy all materials, including electronic media of the Originator with confidential information at their own expense, including all copies in his possession (including all copies owned by its directors, officers, employees or consultants).

## 7. Privacy and End User Agreements

- 7.1. The Beneficiary agrees to keep the End User’s/patient’s personal data, in particular their personal health data, which has been provided with the help of any priaid-Services (e.g. Tool, API-service/Component) strictly confidential. The Beneficiary won’t use it for any purpose other than the medical service/treatment of the End User (patient). The Beneficiary also explicitly acknowledges that any further disclosure of the personal data of End Users/patients, especially any disclosure of their data to other doctors, nurses, hospitals, clinics and health insurance is not allowed and that this further disclosure requires an additional explicit consent by the End User (patient). The Beneficiary guarantees that all data which he has gained knowledge about due to the use of any priaid-Services (e.g. Tool, API-service/Component) will be used exclusively for medical services, treatment and billing of the respective End User (patient). It is strictly prohibited to economically or in any other way exploit the data which the Beneficiary has gained knowledge about under the present agreement, even after the termination of this agreement.

If the Company as part of the solution provided gains access to personal data, in particular personal health data of End Users/patients, who didn’t come via any priaid-Services/solutions (for which the data would already be covered by the Terms of Use and Privacy Policy), then the Company is obliged to strictly treat it confidential and exclusively use it for the purpose of the delivery and development of priaid-Services/solutions (the general conditions for this are to be found in the Privacy Policy).

In addition, the parties commit to comply with applicable laws on data protection.

- 7.2. The Company has defined End User Terms of Use and End User Privacy Policy (see referenced links) which are geared to protect the Company and the Beneficiary’s interests, limits the warranties and disclaims any unreasonable use of the services but also protects the End User’s privacy. The Beneficiary agrees to use terms defined in the [End User Privacy Policy](#) and [End User Terms of Use](#) or feed the elements of these terms into his own terms for his End Users. The Beneficiary shall critically review these terms with their legal advice and notify the Company in case of proposed changes to safeguard the interests of the End Users,

the Beneficiary and the Company. These Terms of Use including the Standard License Agreement and Privacy Policy may be updated by the Company. You understand and agree that you are solely responsible for reviewing them from time to time. You can always review the most current version of these Terms of Use and Privacy Policy on our website. Any continued use of the priaid-Services by you after such amended Terms of Use and Privacy Policy have been posted or information regarding such amendment has been sent to you, shall be deemed your consent and agreement to such amended Terms of Use and Privacy Policy. The Beneficiary shall update their own terms and conditions (terms of use) and/or privacy statement (privacy policy) within 3 months after the publishing of the amended or replaced Terms of Use and/or Privacy Policy by the Company and the notification of the Customers thereof. All notices from the Company intended for receipt by the Customer shall be deemed delivered and effective when sent to the email address the Customer provided to the Company in case of active usage of the priaid-Services by the Customer or when it has been made available to be seen by the Customer at the login to the Developer Portal.

## **8. Miscellaneous regarding confidentiality and privacy**

- 8.1. The parties shall inform their employees and agents about the privacy obligations, oblige them to maintain confidentiality and monitor compliance.
- 8.2. In the event that a party, its employees or subcontractors violates confidentiality and data protection obligations, the relevant party owes to the other party a penalty unless it can prove that neither they nor their employees and any subcontractors are at fault. The penalty is CHF 10'000 per case. The right to assert a higher claim for compensation remains reserved. Payment of the penalty does not exempt from further compliance with the confidentiality and data protection obligations.
- 8.3. Neither party makes any explicit or implicit assurance or warranty pertaining the correctness or completeness of the protected information.
- 8.4. The confidentiality and data protection provisions continue to remain in force also after the termination of the contract.

## **9. Non-forfeiture of claims**

- 9.1. If a party fails to assert a right or legal remedy for which it would be entitled under this agreement, then this doesn't mean that it waives any further rights or legal remedies related thereto.

## **10. Severability clause**

- 10.1. Should any provision of this agreement be or become invalid or illegal or include a gap, then the remaining provisions shall retain their validity. The invalid provision must be replaced by a valid provision, the content of which comes as close as possible to that of the invalid provision.

## **11. Applicable law and place of jurisdiction**

- 11.1. The parties agree that in respect of all legal matters arising in the context of the contract, the law of Switzerland shall apply, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 11.2. Both parties agree to try to settle their dispute amicably before resorting to the courts in a way which is verifiable. If agreement cannot be reached and the appeal to the court is unavoidable, then both parties agree to Bezirk Hoefe (SZ), Switzerland, as the exclusive jurisdictional body.

## **12. Final provisions**

- 12.1. Neither party shall acquire tacitly or in any other manner license or right to or ownership of proprietary information, which the other party has communicated or which has been received from the other party.
- 12.2. Nothing in this agreement shall limit the right of the parties to hold talks with third parties, provided that such discussions do not violate the terms of this agreement or its contract elements.
- 12.3. The rights of the parties under this agreement may not be transferred without the prior written consent of the other party.
- 12.4. Changes and additions to the present contract and any attachment are valid only in written form.