

# LIFLOW TERMS AND CONDITIONS OF SALE END CLIENT

## 1. Vendor's identification

INTRASENSE, a company with a capital of 2 620 149,40 €, whose registered office is located at 1231, avenue du Mondial 98, 34000 Montpellier, and registered with the Registre du Commerce et des Sociétés de Montpellier, France, under number 452 479 504 (the "**Vendor**").

## 2. Purpose and scope

**2.1.** The Vendor publishes and markets a medical imaging and diagnostic assistance software solution called LIFLOW, consisting of a software application server in SaaS mode (the "**APP**"), including artificial intelligence modules and "*on-premise*" technical components (the "**Components**") enabling the solution to be integrated into the client organisation's information system, or *at least* into the PACS<sup>1</sup> (the APP and the Components are together referred to as the "**Software**").

These Terms and Conditions of Sale ("**TTCS**") govern the relationship between the Vendor and any medical centre, hospital or healthcare professional (the "**Client**") wishing to take out a subscription to use the Software and/or benefit from any additional services and options related to the Software (the "Additional Services and Options") (together, the "Subscription").

The Vendor and the Client are individually referred to as the "**Party**" and collectively as the "**Parties**".

**2.2.** Any Subscription requires the Client's agreement to the TCS, which take precedence over any other document.

**2.3.** These TCS may be modified at any time by the Vendor, without prior notice, in accordance with modifications made to the Software, changes in legislation, or for any other reason deemed necessary by the Vendor.

In any event, the applicable TCS are those in force at the time the order is placed by the Client.

**2.3 Additional Services and Options** subscribed to by the Client, may be subject to special terms and conditions which shall be fully applicable to it.

shall

The TCS, the TOS, the Data Processing Agreement, the Documentation and the Quotation form the entire agreement between the Parties (the "**Agreement**").

## 3. Software features

**3.1.** The APP is accessible via the web browsers "Google Chrome" or "EDGE" in minimum version defined in the LIFLOW technical requirements accessible on the website <https://www.intrasense.fr/>, as defined in the Software's Terms of Use (TOS) TOS. The Software is hosted by the Vendor on a dedicated HDS-certified server (the "**Server**"). Use of the Software also requires the Client to install the necessary Components within its information system.

Depending on the Client's requirements, the Software may be sold on its own or with the following components and services:

- Remote connection software (such as DaaS);
- Third-party software distributed by the Vendor and technically linked to

the Software in order to provide additional functionalities;

- Specific integrated functions (artificial intelligence, etc.);
- Local server;
- Installation and configuration services :
  - the interfaces required for client configuration: RIS, PACS, Modalities and Cloud Liflow
  - a space for buffering examinations
- Training for the Client and/or its staff.

**3.2.** The Client declares that it has been made aware of the essential characteristics of the Software, as well as the following documents, drawn up by the Vendor in accordance with the applicable regulations, and in particular Regulation (EU) 2017/745 concerning medical devices:

- Software's TOS;
- User guide ;
- Privacy policy;
- Technical requirements

(hereinafter together referred to as the "**Documentation**").

## 4. Subscription

### 4.1. Prerequisites

**4.1.1** The Software is made available exclusively to professional Clients within the meaning of French order no. 2016-301 of 14 March 2016, solely acting as healthcare professionals.

**4.1.2** In order to access the Software, the Client shall take out a Subscription. shall

Subscription offers are those listed in article 4.3 below, it being specified that

<sup>1</sup> Electronic medical image management system with archiving, storage and rapid communication functions

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INTRASENSE reserves the right, at any time, to modify these offers.

### 4.2. Evaluation license

The Client who wishes to obtain a license to use the Software, shall contact INTRASENSE by any means, so that INTRASENSE may provide Client's with a quotation that Client's needs. If the Client so requests, Client INTRASENSE shall make available, free of charge and temporarily, the Software as well as the chosen Additional Services and Options, if any, through a VPN channel made available by Client. All data processed during this test phase shall not be kept after the end of such evaluation phase.

INTRASENSE and the Client may also agree on a phase of in-depth testing, requiring the integration of the Software in the Client's information system. If necessary, technical components may be installed "On-premise" on a workstation of the Client. This option may require the acquisition of virtual machines as well as installation and connection costs to the Client's information system, subject to Client's payment of Client's these additional costs.

Such phase has an initial duration of thirty (30) days and is limited to a number of examinations previously defined between INTRASENSE and the Client. This evaluation period may be renewed once, subject to the agreement of both parties.

In the event of non-renewal or signature of a final agreement at the end of the evaluation phase, Client shall uninstall and cease all use of the Software, as well as to delete any installation or configuration carried out during this period. INTRASENSE shall not be responsible for the retention of the data generated during such evaluation phase.

### 4.3. Subscription terms and conditions

At the end of the evaluation phase, if the Client wishes to continue using the Software, Client shall take out a Subscription.

To this end, INTRASENSE shall draw up a technical and commercial proposal (the "Quotation").

Subscription packages shall include at least :

- Access to the Software ;
- Component installation ;
- Technical support ;
- Software updates.

Depending on the Client's needs, Subscription packages may also include :

- Access to Additional Services and Options ;
- Assistance with commissioning the Software and additional Services and Options ;
- Training in the use of Additional Services and Options ;
- Customisation options based on the Client's specific needs.

Unless otherwise agreed by the Parties, the Quotation shall not include the supply and the implementation of the half-interfaces with the servers (PACS/RIS) of the Client, necessary for the use of the Software. In such case, these services therefore remain the responsibility of the Client and shall comply with the Documentation.

The Client then returns the signed Quotation to the Vendor for acceptance.

**Acceptance by the Vendor of the Subscription shall not take place prior to receipt of full payment by the Client of the amount specified in the Quotation.**

Any Subscription shall only be considered as accepted by the Vendor if confirmed by in writing by the Vendor within five (5) working days from the date of receipt in the bank of full payment of the amount specified in the Quotation.

By taking out a Subscription, the Client shall use the Software in accordance with the Agreement.

Any modification of the Subscription or waiver, after confirmation by the Vendor, shall be agreed in writing by the Vendor, who shall in this case be released from the deadlines agreed for its execution.

The Vendor reserves the right to refuse the modification or waiver requested by the Client.

### 4.4. Minimum commitment and renewal

The Subscription is taken out for the subscription period indicated in the Quotation, from the date on which the Software, Additional Services and Options, if any, are made available.

At the end of the initial period, the Subscription is automatically renewable on an annual basis, unless terminated by either of the Parties, by any written means bearing a certain date, at least one (1) month before the anniversary date of the Agreement.

### **Financial terms and conditions**

#### 4.5. Subscription price

The price of the Subscription is defined in the Quotation. Client

#### 4.6. Payment terms

Payment terms are set in the Quotation.

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In the event that the Client fails to pay the amounts due to Intrasense under the Agreement, and more specifically under the terms and conditions of the Quotation, the Subscription shall be suspended under the terms set out below.

### 4.7. Late payment penalties

Any delay in payment shall result in late payment penalties of an amount equal to three times the legal interest rate (if this penalty is greater than 15%), as well as a fixed indemnity of forty (40) euros for the recovery costs incurred, in accordance with article D. 441-5 of the French Commercial Code.

Payment of late penalties begins on the first day following the end of the payment period and ends on the day of actual payment by the Client.

In addition, after formal notice has remained without effect, Intrasense may suspend its obligations until full payment of the sums still owed by the Client.

### 4.8. Revision and indexation

#### 5.4.1 Annual indexation of Subscription prices

Unless specific indexation terms are indicated in the Quotation, the Vendor shall revise the Subscription price annually on 1<sup>st</sup> January, ipso jure and without prior notice, in line with changes in the SYNTEC index, in accordance with the following formula:

$$P_1 = P_0 \frac{S_1}{S_0}$$

P1: revised price

P0: original contract price

S0: latest SYNTEC index published by French INSEE on the date of signature of

the original Quotation or on the date of the previous revision.

S1: latest SYNTEC index published by INSEE on the revision date.

### 5.4.2 Revision of rates to reflect changes in the Software

Prices may also be revised at the end of the Subscription term, depending on changes made by the Vendor to the Software. Where applicable, this revision reflects the implementation of new artificial intelligence developments and/or modules relating to certain organs in the Software.

The new pricing conditions, subject to acceptance by the Client, shall only apply from the date of renewal of the Subscription.

### 4.9. Early in the event of late payment; Termination

In the event of late payment in excess of sixty (60) days, the Vendor reserves the right to terminate the Agreement to the detriment of the Client, without prejudice to its right to demand payment of its debt corresponding to the amount of the Subscription taken out.

In this case, access to the Software and any Additional Services and Options shall be automatically suspended.

### 4.10. Audit

The Vendor may carry out, at its own expense, any checks it deems necessary to ascertain that the Client is complying with its obligations under the Agreement.

The Vendor shall inform the Client at least fifteen (15) working days before start of the audit.

The Client undertakes to respond to the Vendor's request for an audit, to be carried out by the Vendor himself or by a trusted third party selected by the Vendor, recognised as an independent auditor, i.e. independent of the Client and the Vendor, suitably qualified, and free to provide details of its audit conclusions to the Vendor.

As part of this audit, the Client undertakes to cooperate fully, and in good faith. The Client shall facilitate access for the Vendor or to the third-party selected by the Vendor to any premises, installations, documents or information or any other element useful for the proper conduct of the audit.

## 5. Obligations of the Vendor

### 5.1. Provision of the Software

The Vendor provides with the Software and more specifically (i) access to the APP and to the elements/functions set out in the Quotation where applicable (such as the Additional Services and Options)(ii) to provide the services for installing the Components, where applicable and (iii) for set-up and/or training.

The Vendor shall provide the Client with the unique serial number of the Software, as a medical device (the "IDI"), the URL for accessing the APP and the connection identifiers (temporary identifier and password) enabling the Client to connect to it, by e-mail or by any other method agreed between the Parties in the Quotation.

In any event, the Software is accompanied by Documentation enabling its use.

### 5.2. Components

5.2.1. The Client shall ensure that an authorized person is available, either on-site or online, on the

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day of the installation of the Components to validate the installation.

Once the installation of the Components is completed, the Vendor shall conduct tests to ensure the proper functioning of the Software. The Client, or the person designated by the Client, shall verify the operational functionality and sign the commissioning report provided by the Vendor, which shall constitute the final acceptance of the Software.

It is specified that the person present on behalf of the Client on the day of the installation's completion, for the purpose of acceptance and familiarization, is deemed to be authorized, and any lack of delegation or authorization cannot be invoked against the Vendor.

6.2.2. In the event of installation delays due to difficulties in accessing or arranging the Client's premises, the deadlines shall be automatically extended, as such delays are considered attributable to the Client.

The Client also undertakes to inform the Vendor in writing of any foreseeable delays related to difficulties in accessing or arranging its premises.

The Parties commit to using all means necessary to minimize such installation delays and to keep each other informed of the corrective measures taken.

### 5.3. Maintenance and support services

#### 6.3.1. Description of the services

As part of the maintenance services included in the Subscription, INTRASENSE shall:

- Provide technical support. Client support may be accessed:
  - o By telephone: +33 (0) 4 67 130 134
  - o By e-mail: support@intrasense.fr
- Provide preventive maintenance;
- Provide corrective updates to the Software and any Additional Services and Options subscribed by the Client.

#### 6.3.2. Corrective maintenance

The Vendor shall provide correction of design and/or performance defects, bugs, and user errors not attributable to the Client (the "Errors"), subject to:

- Full payment by the Client of the amount set out in the Quotation; and
- The Software not having been modified by or for the Client and/or the installation of a third-party application or system without the express, specific, and prior agreement of the Vendor;
- The Client's infrastructure or computer system meeting the technical prerequisites set out in the Documentation;
- The Anomaly not resulting from a use of the Software contrary to its medical purpose;
- The Software not having been modified by the Client.

For the purposes of contacting the Vendor, the Client shall designate a dedicated contact person.

The Client shall inform its contact person with the Vendor of the existence of any

Anomaly by email or telephone via the dedicated support.

The Vendor shall make its best efforts to analyze the nature and origin of the Errors, resolve such, or propose a workaround solution as soon as possible.

Only corrective maintenance necessary to remedy proven Error not attributable to the Client or its personnel shall be covered under this section.

In the event that the Error is attributable to the Client, the Vendor's intervention shall be at the Client's sole expense.

#### 6.3.3. Updates

The Vendor shall, within the framework of a best-efforts obligation, to provide new features and improvements to the Software throughout the Subscription period.

The Vendor shall also ensure the updating of the Documentation.

### 5.4. Medical devices obligations

The Vendor shall comply with the provisions of Regulation 2017/745 of the European Parliament and of the European Council dated April 5, 2017 (hereinafter referred to as the "Regulation") concerning, in particular, the marking of products, the implementation of a risk management system, and the assignment of a unique device identification number to the Software (hereinafter referred to as "UDI").

#### 6.4.1 Verification of medical devices and related documentation

In accordance with the Regulation, the Vendor is required to:

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- verify that the Software bears the CE marking, that the CE declaration of conformity has been established, that the labeling and instructions comply with the requirements of the Regulation, and that the UDI has been assigned to allow identification and facilitate traceability of the Software;

- inform the Client in case of non-compliance;

- inform the Client and the competent authorities in case of serious risk, adverse event or falsification.

## 6.4.2 Record keeping and traceability

The Vendor shall carry out post-market surveillance and, as such, shall keep records to record the following events:

- Software non-conformities ;
- Client complaints ;
- Recalls and withdrawals

Where applicable, the Vendor shall provide the competent authorities with the documents requested.

The Vendor shall set up a traceability system for the Software made available, for - where applicable - monitoring and vigilance actions.

## 7. Client's obligations

### 7.1 Client' declarations

Client's signatory is authorised by the Client and has the legal capacity to take out the Subscription, thereby committing the Client to the terms of the Agreement.

The Client declares to be acting and using the Software provided by the Seller within the scope of their professional activity, which is duly declared as such to the relevant tax and social authorities. The Client thus shall using the provided

Software and Additional Services and Options solely for the needs of its organization and for medical purposes only.

### 7.2 Acknowledgement of technical prerequisites

The Client acknowledges, prior to the execution of the Agreement, having reviewed the technical specifications of the Software as well as the usage and installation prerequisites stipulated in the Documentation, and attests to the compatibility of its equipment with such.

The Client is informed that, in the absence of such compatibility, the Vendor may undertake the installation of necessary additional Components, subject to the financial terms specified in the Quotation.

### 7.3 Backup

The data processed by the Software is periodically backed up using the *Picture Archiving and Communication System* (PACS) installed and administered by the Client to which the Software is connected.

In any event, the Seller shall not be held liable for the functioning of this archiving system, which depends on the Client's information system, within which the Software is installed.

Furthermore, it is the sole responsibility of the Client to ensure that the backup media remains accessible.

### 7.4 Responsibility of the Client in the use of the Software

The Client bears sole responsibility for the use of the Software provided by the Seller in accordance with the documentation, this Agreement, and solely for medical purposes.

In this respect, pursuant to Articles L.1111-1 and following of the French Public Health Code, it is the sole responsibility of the Client, as a healthcare professional, to provide the necessary information and to obtain the patients' consent prior to the use of the Software.

Additionally the Client shall ensure that its personnel adhere to the usage instructions, in order to use the Software in compliance with the Software specifications and the TOS available on <https://www.intrasense.fr/fr/>.

## 8 Rights of use granted to the Client and Users

8.1. The Vendor grants the Client and/or Users a non-exclusive and non-transferable right to use the Software and the Additional Services and Options, where applicable, in accordance with their intended purpose, this Agreement and the Documentation, and for their own needs, within the terms set out herein.

This right of use, granted to the Client and/or Users, is granted for the territory in which the Client and/or Users access the Software, within the limit of the duration of the Subscription.

This right of use allows the Client and/or Users to represent the Software, exclusively for the purposes of loading, displaying and executing the Software, and solely within the Client's structure.

8.2 . Apart from the rights thus granted, the Client and/or Users are not authorised hereunder to:

- reproduce the Software made available, in whole or in part, by any means and in any form, other than

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- on its/their own Servers, either permanently or temporarily;
- translate, adapt, arrange or modify the Software, export it or merge it with other computer software;
  - make any copy of all or part of the Software, except as expressly authorized herein;
  - alter, adapt, in particular by translating, arrange and more generally modify all or part of the Software;
  - decompile the Software for the purposes of reproduction not authorised hereunder;
  - sell, rent, sub-license, distribute in any way whatsoever, transfer to anyone the Software ;
  - compile, decompile, disassemble, analyse, *reverse engineer* or attempt to do so, except to the extent permitted by law.

In this respect, the Vendor expressly reserves the exclusive right to intervene on the Software to enable it to be used in accordance with its intended purpose.

The Client shall not intervene or having a third party intervene on the Software.

The Client and/or Users undertake not to make any use of the Software other than that expressly authorised herein.

The license granted herein does not entail any transfer of intellectual property rights to the Software.

### **9 Liability**

The connection to and use of the Client to the Software are under the sole responsibility of the Client. It is incumbent upon the Client to take all necessary measures to maintain such access.

The Vendor shall be not held liable in the event of an inability to access the Software due to the Client's equipment

and technical infrastructure and more generally due to non-compliance of the Client with the Documentation.

The Vendor shall not be held liable for any damage, whether indirect or direct, caused by the Client's equipment or server infrastructure, which remains under the sole and entire responsibility of the Client.

Client shall take all necessary measures to protect its own data and/or software stored on their computer equipment. Client shall be responsible for the accuracy, integrity, and compliance with applicable regulatory requirements of the diagnostic data hosted by the Client on the Software.

The Vendor shall not be held responsible for damages not directly and exclusively resulting from a failure of the Software.

Consequently, the Vendor shall incur no liability for indirect or unforeseeable losses or damages of the Client, Users, or third parties, including but not limited to, loss, inaccuracy or corruption of files or data, loss of revenue or profit, loss of clientele, loss of opportunity, or the cost of obtaining a substitute product, service, or technology.

The Software is provided "as is". Unless otherwise stated in the Agreement, the Vendor makes no warranty regarding the Software, express or implied, including implied warranties of merchantability and non-infringement.

It is the responsibility of the qualified and authorized healthcare personnel of the Client to confirm the outputs generated by the Software, including the content, diagnostic aids, and/or interpretations (hereinafter referred to as "Results"). The Client acknowledges that qualified human supervision is necessary to interpret the Results of the Software and to make a diagnosis. The Vendor thus shall not be held responsible for erroneous interpretations resulting from the use and/or the Results of the Software.

In any event, the liability of the Vendor is limited to the amount indicated in the Quotation.

Furthermore, in accordance with the provisions of Article 2254 of the Civil Code, no legal action to engage the civil liability of the Vendor may be initiated more than one (1) year following the date of the occurrence of the damage.

### **10 Confidentiality**

The Parties undertake to keep confidential and not to disclose, communicate to third parties or use for personal purposes or for the benefit of third parties, any elements or information that may have been exchanged between them in the context of the negotiation of the Quotation or the performance of the Agreement, and in particular the pricing conditions specific to the Software.

The Client may not mention the Vendor publicly in a press release, advertisement, commercial document or any other document without the Vendor's prior written consent.

### **11 Intellectual property rights**

Any modification of the Software (see Article 8.2.), reproduction - in whole or in part - of trademarks, designs, models, or any other industrial property rights held by the Vendor, is strictly prohibited, except with the prior written authorization of the Vendor.

The intellectual property rights (including, but not limited to, patents, trademarks, and designs) associated with the Software shall remain the exclusive property of the Vendor.

Failure to comply with the aforementioned obligations shall render the Client liable and may result in legal action.

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The Vendor also reserves the right to oppose, to stop, or to seek compensation for any use that it deems unfair, constituting an act of commercial parasitism, or contrary to its image.

### 13. Data processing

**13.1.** The Software and the Client's data or data generated by the Client when using the Software (the "**Data**") are hosted by the Vendor on a dedicated HDS server (the Server).

**13.2.** As part of the implementation of maintenance, the Vendor may be required to process personal data ("**Personal Data**") as a processor within the meaning of European Regulation (EU) 2016/679 (hereinafter "**GDPR**").

Where applicable, the Vendor ensures the processing of Client Data in compliance with the legal and regulatory obligations incumbent on it, in respect of the protection of Personal Data and particularly health data, as provided for by the GDPR and any local legislation in force and in particular in the Appendix "Processing of Personal Data".

### 14. Force majeure

The Parties shall not be held liable for failure to perform their obligations in the event of force majeure, as defined by article 1218 of the French Civil Code.

Each Party shall notify the other Party by registered letter with acknowledgement of receipt of the occurrence of any case of force majeure. The deadlines for the performance of the obligations of each of the Parties under the special conditions shall be extended according to the duration of the events constituting the force majeure and their performance shall have to be undertaken again as soon as the events preventing performance cease.

The Party intending to invoke the circumstances referred to above shall notify the other Party within seventy-two (72) working hours. An event of force majeure authorizes the Party to suspend the obligations arising from the Agreement for the duration of this event, within the limit of its effects on it. The suspended obligations shall be performed again as soon as the effects of the force majeure event have ceased. If, however, performance of the obligations becomes impossible for a period of more than two (2) months, the Parties shall be free to terminate this Agreement without compensation on either side by notifying the other Party by registered letter with acknowledgement of receipt.

### 15. Miscellaneous

#### 15.1 Divisibility

If any provision of these stipulations is found to be null and void under any applicable law or final judicial decision, it shall be deemed unwritten, without affecting the validity of the specific conditions or the Contract, nor altering the validity of its other provisions.

In such a case, the Parties shall make their best efforts to replace the nullified clause with a clause that closely approximates its legal and economic content.

#### 16.2 Electronic signature

The Parties expressly agree that the Agreement signed electronically :

- (i) is drawn up in such a way as to guarantee the identity of the signatories and the integrity of the Agreement, all its appendices and the Quotation signed by the Parties;
- (ii) is valid and enforceable between them. The Parties undertake not to contest the enforceability of the elements of the Agreement signed electronically on the basis of their electronic nature, nor the authenticity of the electronic signature;

- (iii) shall be considered as literal proof of the identity of the signatories and of their wish to approve its content under the same conditions and with the same probative force as a handwritten signature.

The version of the Agreement signed electronically and the associated certificate together constitute the original of the Agreement. Each Party undertakes to keep the original of the Agreement by its own means and not to damage its certificate.

#### 16.3 Transferability of the Agreement

Given that the Agreement is concluded "intuitu personae" with respect to the Client, the Client is prohibited from transferring, for any reason and in any form whatsoever, whether for consideration or free of charge, any of its rights and obligations to a third party. The Client may not, under any circumstances, transfer the Agreement, whether for consideration or free of charge, without the prior written and express consent of the Vendor.

Furthermore, any changes that may occur in the Client's entity, such as, for example, merger, demerger, absorption, partial asset contribution, assignment, transfer to a subsidiary, and any other legal or commercial agreement with a third party, must be communicated to the Vendor, who may, if desired, terminate this Agreement by notifying the Client via registered letter with acknowledgment of receipt. In the absence of termination by the Vendor within this period, the Agreement shall be automatically and ipso jure transferred to the absorbing entity, the beneficiary of the contribution, or the assignee of the Client.

### 16. Applicable law and competent courts

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The contractual relations established on the basis of the Agreement, and any disputes arising therefrom, are governed by French law.

The Agreement is drafted in the French language. In the event that it is

translated, in whole or in part, into one or more languages, only the French text shall prevail in the event of a dispute.

In the event of a conflict relating to the conditions of formation and/or execution of the Agreement, the Parties undertake to make their best efforts to reach an amicable agreement within a period of one (1) month.

If no amicable agreement is reached, any dispute arising from the Agreement, or relating thereto, shall be submitted to the jurisdiction of the Commercial Court of Montpellier, unless specialized jurisdiction is required by the nature of the dispute.



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## APPENDIX 1

### Data Processing Agreement

#### PREAMBLE

In order to provide assistance to the Client (hereinafter the "Controller"), during the management of incidents and/or any other request related to the Software within the framework of maintenance and/or support operations, INTRASENSE (hereinafter the "Processor") may occasionally need access to the Client's personal data.

The Controller and the Processor intend to comply with data processing requirements, including Regulation (EU) 2016/679 ("General Data Protection Regulation" or "GDPR").

Under this Data Processing Agreement (hereinafter "DPA"), the Controller and the Processor wish to define the purpose and duration of the processing, the nature and purpose of the processing, the type of personal data and the categories of data subjects, as well as the obligations and rights of the Controller.

#### Article 1. Purpose and scope

- a) The purpose of this Data Processing Agreement (hereinafter "DPA") is to ensure that the processing of personal data carried out as part of the performance of the Agreement complies with Article 28(3) and (4) of the GDPR.
- b) These clauses apply to the processing of personal data as described Annex I.
- c) These clauses are without prejudice to the obligations to which the Controller is subject under the GDPR.

#### Article 2. Interpretation

- a) Where terms defined respectively in the appear in this DPA, they shall be understood as in the GDPR.

#### Article 3. Description of the processing operation(s)

Details of the processing operations, and in particular the categories of personal data and the purposes for which personal data are processed on behalf of the Controller, are set out in Annex I.

#### Article 4. Obligations of the parties

- a) The Processor shall only process personal data on the basis of documented instructions from the Controller, unless it is required to do so under EU law or the law of the Member State to which it is subject. In this case, the Processor shall inform the Controller of this legal obligation prior to processing, unless prohibited by law on important grounds public interest. Instructions may also be given subsequently by the Controller throughout the processing of personal data. These instructions shall always be documented.
- b) The Processor shall immediately inform the Controller if, in its opinion, an instruction given by the Controller constitutes a breach of the GDPR.
- c) The Processor processes personal data solely for the specific purpose(s) of the processing, as defined in Annex I, unless otherwise instructed by the Controller. Processing by the Processor only takes place for the period specified Annex II.
- d) The Processor shall implement at least the technical and organisational measures specified Annex II to ensure the security of personal data. These measures include the protection of data against any breach of security resulting in the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to personal data (personal data breach).
- e) The Processor shall only members of its staff access to the personal data being processed to the extent strictly necessary for the performance, management and monitoring of the Agreement. The Processor shall ensure that the persons authorised to process

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personal data undertake to respect confidentiality or are subject to an appropriate legal obligation of confidentiality.

- f) The Processor shall make available to the Controller all the information required to demonstrate compliance with the obligations set out in this DPA. At the request of the Controller, the Processor shall also allow audits of the activities covered by these clauses to be carried out, up to a limit of one (1) annual audit. Processor shall be informed at least thirty (30) days before the conduct of the said audit. The Controller may decide to carry out the audit itself or to appoint an independent auditor. Audits may also include inspections of the Processor's premises or physical installations.

### Article 5. Use of a Sub-processor

- a) The Processor benefits from a general authorisation from the Controller to sub-contract to a sub-processor, the processing operations that it carries out on behalf of the Controller to this DPA.
- b) Where the Processor engages a Sub-processor to carry out specific processing activities, it does so by means of a contract which imposes on the Sub-processor, in substance, the same data protection obligations as those imposed on the Processor under this DPA.
- c) The Processor remains fully responsible to the Controller for the performance of the obligations of the subsequent in accordance with the contract concluded with the Sub-Processor. The Processor shall inform the Controller of any failure by the subsequent to fulfil its contractual obligations.

### Article 6. International transfers

- a) Any transfer of data to a third country by the Sub-Processor is only carried out on basis of documented instructions from the Controller or in order to comply with a specific requirement of law.
- b) Where the Processor recruits a subsequent in accordance with Article 5, a Sub-processor to carry out specific processing activities (on behalf of the Controller) and these processing activities involve a transfer of personal data within the meaning of Chapter V of the GDPR, Processor may ensure compliance with the Sub-processor by using the standard contractual clauses adopted by the European Commission.

### Article 7. Assistance to the Controller

- a) Where applicable, the Processor shall inform the Controller as soon as possible of any request it has received from a data subject. It shall not itself follow up such a request, unless authorised to do so by the Controller.
- b) The Processor assists the Controller in fulfilling its obligation to respond to requests from data subjects to exercise their rights, taking into account the nature of the processing.
- c) The Processor also helps the Controller to ensure compliance with the following obligations, taking into account the nature of the processing and the information available to the Processor:
- 1) the obligation to carry out a "data protection impact assessment" (DPIA) when a type of processing likely to present a high risk for the rights and freedoms of natural persons. The Processor has carried out such an impact analysis on the Software, which it can make available to the Controller on request;
  - 2) the obligations set out in Article 32 of the GDPR.

### Article 8. Notification of personal data breaches

In the event of a personal data breach, the Sub-Processor shall cooperate with the and assist in complying with its obligations under Articles 33 and 34 of the Controller GDPR, whichever is applicable, taking into account the nature of the processing and the information available to the Sub-Processor.

# LIFLOW TERMS AND CONDITIONS OF SALE END CLIENT

## Article 9. Non-compliance with clauses and termination

- a) If Processor does not comply with its obligations under this DPA, the Controller may instruct the Processor to suspend the processing of personal data until the Processor has complied with the DPA or the Agreement is terminated. The Processor shall promptly inform the Controller if it is unable to comply with these clauses for any reason whatsoever.
- b) The liability of the Parties arising out of or in connection with this DPA is subject to the limitation of liability as defined in the Agreement.

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## Annex I: Description of data processing

### Information on data processing

The personal data concerns the following categories of data subjects:

- Patients ;
- Healthcare Professionals acting as users of the Software.

### Data categories

The personal to which the Processor data is likely to have access concerns the following categories of data:

- Patient
  - o Gender
  - o Date of birth, time of birth, age (only collected by certain of the Software's artificial intelligence systems)
  - o Personnel number
  - o Referenced sequence of patient images
- Users
  - o Title, surname, first name

### Treatment operations

The Sub-Processor connects to the only Software remotely, for the sole purpose of carrying out support operations.  
The data is pseudonymised.

### Duration of treatment

The Sub-contractor shall have access to the Personal Data for the duration of the Agreement.

### Sub-processors :

- **Amazon Web Services**
  - o Purpose: hosting the Software (France)
  - o A data protection agreement has been signed between Intrasense and Amazon Web Services.