

GENERAL TERMS OF SERVICE

Effective as of 10/10/2024.

Welcome to oomnia.

oomnia is owned and operated by **Wemedoo AG**, with a registered seat at Sumpfstrasse 24, 6312 Steinhausen, Switzerland, CIN: CHE-290.176.074, VAT number: CHE-290.176.074 MWST (hereinafter: "**Wemedoo**", or "**we**"). Wemedoo develops digital health innovative solutions and services enabling medical data interoperability, across all systems and teams. By accepting this document, you will gain access to the following oomnia tools ("**Tool**" or "**Software**"):

- i. oomnia ct, which supports clinical trials conducted by Client and having EDC, RTSM, ETMF, CTMS, and lab management as integrative parts ("**oomnia ct**");
- ii. ePRO oomnia, which supports clinical trials conducted by Client and enables patient participation in clinical trials by filling in the available questionnaires ("**ePRO oomnia**");
- iii. eCOA, an electronic clinical outcome assessment platform that enables participants and site staff to report data directly using electronic devices. eCOA improves data collection by enhancing accuracy, speed, and engagement in clinical trials ("**eCOA**");
- iv. oomnia eSource an electronic capture of clinical trial data directly at its origin, integrating diverse digital data sources into the clinical trial workflow. It ensures real-time data entry, traceability, and integration with clinical trial management systems ("**eSource**") ; and
- v. eConsent oomnia, which supports clinical trials conducted by Client by enabling the patients – clinical trial participants – to provide an electronically signed informed consent for participation in clinical trials conducted by Client ("**eConsent oomnia**").

We have prepared these General Terms of Service to encompass all these solutions and services in a comprehensive, yet easy-to-understand manner for all Clients of Wemedoo and for all Users. "**Client**" and "**User**" are defined in the Software as a Service Agreement.

These General Terms of Service are applicable to your use of the Software, subject to any amendments in the Contract concluded between Wemedoo and the Client. **If you are a User and you are unsure whether these General Terms of Service have been amended, please contact the person who granted access to you to clarify whether any restrictions of use not reflected in these General Terms of Service are in place for you.**

"**You**" refers to the person accepting these General Terms of Service, whether you are the Client or a User.

The Software may only be used if a valid Software as a Service Agreement (**SaaS Agreement**) is in place between Wemedoo and Client. Without such a SaaS Agreement, you are not authorized to use the Software in any way, unless access is expressly granted

by a party that has a valid SaaS Agreement with Wemedoo and is authorized to do so under the terms of the SaaS Agreement.

By clicking on the “Agree” (or similar button or checkbox) that is presented to you at the time of registration, or by using or accessing the Tool, you confirm you are bound by this Contract. If you do not wish to be bound by this Contract, do not click “Agree” (or similar button or checkbox), or use or access the Tool.

Wemedoo reserves the right to conduct all the necessary background checks in order to confirm whether your company is registered in accordance with applicable laws and currently valid (e.g., the company is not involved in bankruptcy procedure), as well as whether the Client has granted to you the right to access and use the Software.

In the case of the validation procedure, Wemedoo may engage a service provider. During the background check, we will process data relating to companies and, therefore, will not collect data that falls under the category of personal data under the Data Protection Law as defined in our Privacy Policies. However, since during the background check some personal data might be processed (e.g. persons engaged within the company, company’s representatives, etc.) we may come into possession of certain personal data. If you would like to get more information on our service providers or how we collect personal data, please see our Privacy Policies at <https://www.wemedoo.com/legal-documentation>, as amended from time to time. You hereby agree to our processing of your personal data under the Privacy Policies.

With respect to the background check, we will make all commercially reasonable efforts to validate a User and/or company that uses the Tool to support its services and to do so as soon as possible. In case we encounter any problems in that regard, we reserve the right to contact you or the company directly. However, we do not take responsibility for information about the company, its services, obligations, offers, documents, or any activity by the company via our Tool.

By accessing, using, or attempting to use the Tool and the Services of Wemedoo, you enter into a legally binding contract with **Wemedoo** and agree to these General Terms of Service, Product-Specific Terms of Service to the extent they apply to the Tool you chose to use, the Agreement between Wemedoo and Client (provided you entered into such an agreement with Wemedoo), the Privacy Policies that apply to the Tool you chose to use, and the Acceptable Use Policy.

In case you are interested in knowing about how we process your personal data, please see our Privacy Policies that form an integral part of the present General Terms of Service.

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1. DEFINITIONS

In these General Terms of Service, the listed terms shall have the following meaning:

TERM	MEANING
Acceptable Use Policy	The policy available on oomnia that outlines the (un)acceptable behavior in respect of use of the Tool and the Services, available under https://www.wemedoo.com/legal-documentation as amended from time to time.
Contract 	The contract which includes the Software as a Service Agreement and its Annexes, including but not limited to these General Terms of Service, the Product-Specific Terms of Service, the Acceptable Use Policy, and the Privacy Policies, concluded between Wemedoo and Client.
Client Account 	The account assigned to the Client, whose purpose is to enable the Client to access and use Service and manage the Client Content.
Client Service 	One or more clinical trials conducted by the Client and supported by the Tool.
Confidential Information	Any information which has commercial value due to the fact that it is not publicly available, nor available to third parties; any information whose use or disclosing could bring economic benefit, and whose holder marked it as confidential or as information to be considered confidential based on the

	circumstances in which it is being disclosed; and whose disclosing to a third party or use contrary to the Contract could cause damage to Disclosing Party (as defined herein). Confidential Information shall be protected in any nature whatsoever, including information provided or exchanged in oral form or electronic form, in documents, the information contained in physical objects, software or material samples.
Wemedoo Content 	All the Tool's features and technical resources available to the Users and Clients, including but not limited to information, data, text, photographs, videos, audio clips, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Tool.
Data Controller	An entity that alone or jointly with others determines the purposes and means of the processing of personal data.
Data Processor	Any natural or legal person who processes the data on behalf of the controller.
Dispute 	Any dispute, controversy, claim, action, or dispute between Client/User on the one hand and Wemedoo on the other hand arising out of or related to: - Contract, including but not limited to the breach, enforcement, interpretation, or validity of this Contract; - the Service; - the Tool.
Fee	Compensation which Client is obliged to pay to Wemedoo for using the Tool and/or the Services in accordance with the Agreement between Wemedoo and Client
Intellectual Property Right 	Intellectual Property Right shall mean any intellectual property rights and other similar property rights in any jurisdiction, regardless of whether or not intellectual property rights are registered including but not limited to all rights and interests related to or arising from: (a) patents and use of patents, to which the right relates; inventions, invention announcements, patent term extensions, supplementary protection certificates, discoveries and improvements, moral rights and other rights associated with inventions whether or not patentable; (b) computer software and firmware including data files, source code, object code, software specifications and documentation; (c) original works of authorship, whether or not protected by copyright; (d) trade secrets (including those confidential information defined by laws and by statute law and common law), business information, technical information and know-how, unpublished information, as well as confidential information and rights related to disclosure limitations by any person; (e) trade marks, business names, brands, certification marks, service

	names, industrial designs, recognizable appearances and logos, as well as goodwill related to the foregoing; (f) databases, compilation of data and all documentation related to the foregoing, including manuals, memoranda and records; (g) domain names, websites, graphical user interfaces and web addresses, together with all adaptations, derivations and combinations thereof; (h) licenses related to the foregoing, (i) applications for any of the foregoing, the right to apply for any of the foregoing and the right to claim priority in any of the foregoing; (j) all goodwill associated to any of the foregoing; (k) claims for compensation and all other remedies resulting from infringement of any of the foregoing; (l) claims for passing-off and unfair competition; and (m) all other intellectual property rights which confer to its owner or right holder the right to use or control the use and exploitation of the subject matter thereof, subsisting now or in the future in any part of the world.
Legal Capacity	Ability of a natural person or legal entity to enter into and be bound by legal agreements and to perform the obligations set forth in those agreements, determined in accordance with all laws and regulations applicable to that natural person or legal entity.
Participant	An individual who participates in a clinical trial, either as a recipient of the investigational product(s) or as a control and whose information is being processed within the Tool in relation to Client Service.
Party or Parties 	Wemedoo and/or you.
Privacy Policies 	The policies available in oomnia for oomnia ct, ePRO oomnia and eConsent oomnia, as amended from time to time, which explain how we collect, share, and use your personal data, as well as how you can exercise the rights you have as a data subject. Visit our Privacy Policies by clicking https://www.wemedoo.com/legal-documentation .
Product Specific Terms	Product-Specific Terms are those that apply only to certain specific Tools, available https://www.wemedoo.com/legal-documentation .
Security Breach	Any accidental, unauthorized, or unlawful loss, alteration, destruction, disclosure of, or access to any personal data contained in the Client Content (or, depending on the modules in the Tool chosen by the Client, Wemedoo Content)

Service 	Making the Tool available to Clients and Users, in full or in part, including any updates, upgrades, enhancements, modifications, new features, programs, and tools.
Agreement between Wemedoo and Client	An Agreement concluded between Wemedoo and the Client regulating the right of the Client to use the Service and the obligation of the Client to pay for the Services. In case of any discrepancy between TOS and the Agreement between Wemedoo and Client, the provisions of the Agreement between Wemedoo and Client shall prevail. The provisions of TOS will apply to everything that is not regulated by the Agreement between Wemedoo and Client.
Terms of Service or TOS 	The rules governing the use of the Service and the Tool, including these General Terms of Service and the Product-specific Terms of Service.
User 	Any individual that Client authorizes to use the Tool pursuant to the Contract. Users may include: (i) Client's and its affiliates' employees, consultants, contractors, and agents (ii) third parties with which Client or its affiliates transact business i.e. participate in a clinical trial such as Investigational center, Contract Research Organization, Sponsor, Investigational Medicinal Product (IMP) Supplier, doctors, and medical staff (iii) individuals invited by Client such as Participants participating in a clinical trial (iv) or any other type of user who accesses the Tool or uses our Services.
Client Content 	Any content provided by or at the direction of Client or its Users within the Tool, including any entered, uploaded, recorded, stored, used, controlled, modified, disclosed, transmitted, or erased information or documents.
Workday	All days excluding Saturday, Sunday, and all non-working holidays in Steinhausen, Switzerland.

2. FEE FOR USING THE TOOL

In order for Client and Users to use the Tool and their benefits, the Client must pay the Fee in accordance with the provisions and conditions indicated in the Agreement between Wemedoo and Client.

3. AUTHORIZATION TO USE

When accessing the Tool, in consideration of Client's acceptance of this Contract and payment of all applicable fees, you are granted a limited, non-exclusive, non-transferable (or restrictedly-transferable), non-perpetual, revocable authorization to access and make use of the Services solely for the purpose of the Project (as defined in the Contract) during the term of the Contract, in accordance with the Contract and any other instructions on oomnia, including the Acceptable Use Policy.

Grant of the authorization to access and use the Tool provided to you by Wemedoo is expressly conditioned on Client paying all fees due and full performance of Client's other corresponding obligations under the Contract. Parties agree that Wemedoo does not provide you with any copies of Software (including the copies of source code) nor the right to use Tool on any backup equipment not previously approved by Wemedoo.

Client may authorize Users to access and use the Tool, in accordance with these TOS. Client is responsible for its Users' compliance with this Contract and all activities of its Users as it were its own activities, including how Users access and use Client Data.

You must keep your login credentials confidential. You must not give access or sublicense or share your credentials with any third parties, even when such third parties are also Users.

Client must ensure that each User keeps its login credentials confidential and must promptly notify Wemedoo if it becomes aware of any unauthorized access to any User login credentials or other unauthorized access to or use of the Tool.

The Client is responsible for ensuring that all Users have the Legal Capacity to use the Tool.

4. MODIFICATIONS OF THE TOOL AND TOS

To provide you with the best possible user experience, we may change and update the Tool occasionally. Such changes primarily involve adjusting the content and functionalities of the Tool, but also interrupting the operation of the Services or removing certain parts of the Tool. In addition, Wemedoo reserves the right to amend, limit, or delete any part of the Tool, as it finds appropriate.

Please note that in such situations, the Tool may be temporarily unavailable. Unless otherwise stipulated in the Agreement between Wemedoo and Client, we will make the maximum reasonable effort to shorten the time during which the Tool is unavailable and enable the functioning of the Tool again as soon as possible.

Besides, Wemedoo may revise and update the General Terms of Service or any part of the Contract at any time, subject to contrary stipulations in the Agreement between Wemedoo and the Client. We caution you to review the General Terms of Service posted on the Tool periodically.

Any changes shall enter into force upon being published on the Tool (including information delivered via email) and/or after at least 14 days upon the receipt of the notification from us. Your continued access or use of the Tool after any such change will constitute the acceptance of these changes. Thus, if you do not agree with the amended terms of the Contract, we kindly ask you to stop using the Tool immediately.

5. ELECTRONIC COMMUNICATIONS

By accepting these General Terms of Service, you agree to be bound by this Contract – made in an electronic form. Additionally, visiting the Tool or sending emails to Wemedoo shall constitute electronic communications. Under these General Terms of Service, you give us consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications that are provided by Wemedoo electronically (via email or mobile), shall be deemed to be "in writing" within the meaning of the Contract.

6. CONFIDENTIALITY

Parties acknowledge that during the validity period of the Contract, Parties may disclose to each other Confidential Information, which shall remain the sole property of the Disclosing Party, and the Receiving Party shall have no interest in or rights with respect thereto, except as otherwise expressly set forth in Contract. For the purpose of this Contract, the "**Disclosing Party**" is a Party disclosing its Confidential Information to the other Party, whereas the "**Receiving Party**" is a Party receiving such Confidential Information.

Parties agree to fully preserve the confidentiality of all Confidential Information received from the other Party during the term of the Contract and for an indefinite period after it is terminated or expires, regardless of the reason. Notwithstanding anything to the contrary contained in this Contract, all personal data shall be maintained in confidence in perpetuity and all trade secrets disclosed shall be held in confidence for as long as the information is protected by applicable trade secret law.

Each Receiving Party agrees:

- to hold all Confidential Information received from the Disclosing Party in strict trust and confidence in accordance with the Contract and along with any other information that may be received or become known to the Receiving Party as a result of the Contract and fair business practice;
- to refrain from using, assigning, or permitting others to use Confidential Information of the Disclosing Party in any manner or for any purpose not expressly permitted or required under the Contract and the applicable law;

- to comply with the Disclosing Party's internal procedures aimed at safeguarding the Confidential Information and the restriction of its use;
- to disclose the Disclosing Party's Confidential Information solely to the employees, representatives, or third parties explicitly permitted under the Contract (if applicable) on a need-to-know basis, who are subject to at least the same confidentiality obligation as those set herein;
- to protect all Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own Confidential Information, but no less than with the due care and diligence of a prudent businessman;
- to refrain from copying, distributing, making a written form or saving in an electronic form any material part of the Confidential Information, except to the extent necessary for the business relationship between the Parties, unless otherwise stipulated under the Contract;
- to notify the Disclosing Party in a timely manner of any actual or potential breach of confidentiality regarding the Confidential Information of the Disclosing Party;
- upon the request of the Disclosing Party, in accordance with the instructions from such request, at any time, to: (a) return all Confidential Information of the Disclosing Party; (b) destroy and/or permanently erase any and all items and material containing Confidential Information of the Disclosing Party, including any and all notes, reports, analysis, studies, consents, opinions, etc., that are in relation to or derived out of the Disclosing Party's Confidential Information, along with any copies thereof; (c) provide evidence of such destruction and/or erasure.

In case of a breach of confidentiality, without limitation to the remedies available under the applicable law, the Disclosing Party may request from the Receiving Party:

- prohibition of, as well as the termination of any activities that may lead to the unlawful acquisition, use, or disclosure of Confidential Information;
- destruction or delivery of any and all items in the possession of the Receiving Party, and which contain the Confidential Information of the Disclosing Party.

all other remedies stipulated in the Agreement between Client and Wemedoo.

A breach of confidentiality also constitutes a material breach and entitles the non-breaching party to terminate the Contract according to the Agreement between Wemedoo and the Client.

Additionally, the you will provide reasonable assistance to Wemedoo in remedying any unauthorized use or disclosure of Wemedoo's Confidential Information, including taking all necessary steps to prevent further unauthorized access or disclosure.

7. INTELLECTUAL PROPERTY

Use of the Client's Trademark and Name

Subject to the Agreement between Wemedoo and the Client, Wemedoo may reference the fact that it provides the Tool and the Services to the Client for Wemedoo's own marketing purposes. This includes the use of the Client's trademark, business name, and/or logo in marketing materials, such as websites, social media, and the Tool. The Client grants Wemedoo a free, non-exclusive, non-transferable license to use these for promotional purposes. However, Wemedoo is not obligated to use the Client's information in any

promotional materials. If the Client prefers not to be used as a reference, they can opt out by sending Wemedoo a written notice at any time, after which this clause will no longer apply.

Intellectual Property Rights in the Software

Unless otherwise indicated in the Contract, the Service, the Tool, and the entire Wemedoo Content of the Tool (including but not limited to the original source code, Tool, images, graphic elements, design, databases, logo or other signs, domain, trade name and business name, trademarks or service marks, any customized work, including offers and expense estimates, drawings, illustrations, calculations, brochures, catalogues, models, tools, test or demonstration programs, any documents, proposals, test programs and other items of Wemedoo relating to any Services made available to Client, as well as any other documents provided to Client by Wemedoo) are protected by Intellectual Property Rights of Wemedoo and owned by Wemedoo.

In respect of the Tool, you have only the rights specified under section 3 of these General Terms of Service, Product-Specific Terms of Service, and Agreement between Wemedoo and Client, and you are obliged to use the Tool in accordance with the Acceptable Use Policy. You do not acquire any other Intellectual Property Rights or licenses under this Contract. The Tool is made available on a limited-access basis, and no ownership right is transferred to you irrespective of any possible use of terms such as "purchase" or "sale" in TOS or anywhere within the Tool or in correspondence between the Parties or anywhere within the Tool.

Any unauthorized use of the entire content of the Tool and/or any part of it, without the explicit written permission of Wemedoo, shall be deemed an infringement of Intellectual Property Rights.

Any copying or downloading of the content of the Tool in part or whole is permitted only upon obtaining the prior explicit written consent of Wemedoo. Any and all derivative works to the Tool which are created pursuant to the Contract shall be owned by Wemedoo, whereas Client shall have the same rights and licenses in such derivative works as Client has in the Tool.

Any additional features or functionalities that may be enhanced to the Tool on the request of the Client shall remain the exclusive ownership of Wemedoo unless otherwise explicitly agreed in the Agreement between Wemedoo and Client.

Additionally, Wemedoo reserves all Intellectual Property Rights not expressly granted in this Contract or Agreement between Wemedoo and Client.

Intellectual Property Rights in Client Content

As between the parties, Client owns all intellectual property and other rights in Client Content provided to Wemedoo or used with the Tool.

8. CLIENT CONTENT AND PERSONAL DATA PROTECTION

Use of Client Content

Client understands that Client is solely responsible for any Client Content uploaded, processed, entered, or otherwise transmitted in connection with their use of Service and/or Tool. By entering into this Contract, Client warrants, represents, and covenants that Client is the owner or has obtained a valid and enforceable license to use all Client Content. The Client further acknowledges that Wemedoo has no responsibilities regarding the accuracy of any Client Content provided by Client.

No Client Content shall infringe, misappropriate, or violate the rights of any subject (including both natural persons and entities), or any applicable law, rule, or regulation of any government authority of competent jurisdiction.

You acknowledge that Wemedoo is not obliged to monitor, otherwise audit, or remove any Client Content provided by the Client and that Wemedoo shall make no attempt to do so. Wemedoo holds the right to refuse, limit, or cancel Service, and disable your access to the Tool at its sole discretion, particularly in case the investigation of the purported violation of the Contract is conducted. In such event, Wemedoo is entitled to review Client Content provided by you to resolve the issue such as the harmful or unlawful activity of you.

Wemedoo shall only access, process, or use Client Content provided by you to the extent necessary for the provision of Services and enabling the use of Tool. Wemedoo shall not intentionally grant access to Client Content provided by you to any third party unless required by the applicable law or by a proper legal or governmental authority, in which case Wemedoo shall notify Client promptly of such demand and reasonably cooperate with Client to obtain a protective order or otherwise contest such required disclosure, at Client's expense.

Storing and backup of Client Content will be done in accordance with the terms of the Agreement between Wemedoo and Client.

Without limiting the foregoing, any feature(s) of Service and/or Tool that may permit Client to temporarily save or otherwise store Client Content is offered solely for the Client's convenience and Wemedoo does not guarantee that Client Content will be retrievable. Client is solely responsible for saving, storing, and otherwise maintaining Client Content, including by making backup copies on the appropriate independent systems not relying on Service and/or Tool.

Wemedoo holds the right to refuse, limit or cancel Service, disable Client Accounts, or remove or edit Client Content at its sole discretion. Therefore, in the event of the investigation of purported violations of the Contract or if Wemedoo suspects that Client provided illegal Client Content, Wemedoo reserves the right to review Client Content to resolve the issue (for instance, to prevent harmful or illegal activity). Wemedoo may also access Client Content when providing technical support or when performing other legal obligations under this Contract.

Nevertheless and unless we are specifically contracted to do so as a Service, Wemedoo has no obligation to: (i) monitor Client Content and shall make no attempt to do so; and (ii) remove any Client Content from the Tool.

Wemedoo shall not be held liable for any loss, damage, expense, or other harmful consequences to any User or Client resulting from the Client Content.

In the cases where Wemedoo provides Wemedoo Content pursuant to the particular Tool chosen by the Client, Wemedoo shall use reasonable effort to provide accurate, updated and correct Wemedoo Content, but the Client is familiar and acknowledges that Wemedoo does not warrant the accuracy, up-to-datedness or correctness of such Wemedoo Content and accepts sole responsibility for the Wemedoo Content.

Security Breach

External Security Breach: In case of a Security Breach, resulting from the actions of any person other than the Client's employees, contractors, agents, etc., Wemedoo shall, upon the discovery of such Security Breach:

- initiate the appropriate remedies available under the applicable law and consistent with the industry standards;
- notify Client of such Security Breach, its nature and scope, as well as of the remedies intended to be undertaken by Wemedoo.

Internal Security Breach. In case of any Security Breach resulting out of the Client's (including Client's employees, contractors, agents, etc.) activities, or arising out of the Client's failure to maintain its systems, networks, or Client Content (or, exceptionally, Wemedoo Content) in an appropriately secure manner, Client shall be responsible for undertaking adequate remedial actions. In such an event, Client shall immediately notify Wemedoo of such Security Breach and of the remedies intended to be undertaken by Client. Wemedoo holds the sole discretion to conduct any actions in order to prevent any harm to Client, Wemedoo, the Tool, or third parties, which harm is a result of such Security Breach. The Client waives any right to file any claim against Wemedoo for possible losses incurred as a result of the activities of Wemedoo undertaken pursuant to this Contract.

Exposure risk

By entering into this Contract and/or using the Tool, you confirm that you understand and agree that providing and using cloud-based services involves risks of unauthorized disclosure or exposure of data and by accessing and using Tool, and you accept such risk. Wemedoo offers no representation or warranty that Client Content will not be exposed or disclosed through omissions, errors, or the unlawful activities of third parties.

Data Accuracy

Unless we are specifically contracted to do so as a Service, Wemedoo has no responsibility for the accuracy of data uploaded to the Tool by the User or Client, including without limitation any data uploaded by them.

Compliance with data protection laws and Industry Standards

Providing the Service involves the processing of certain personal data (as defined in the Privacy Policies), including the processing of personal data of Users invited or enabled to use the Tool. Purposes and means of processing are determined by the Client and not by Wemedoo, resulting in the Client being the Data Controller. By providing the Service, Wemedoo acts as a Data Processor and processes personal data on behalf of and according to instructions provided by the Client.

According to all the applicable privacy legislation, the Client is fully responsible to ensure the legal grounds for processing the personal data as defined in the Privacy Policies, as well as for properly assessing the proportionality of the personal data processing. By entering into the Contract, the Client warrants and grants to Wemedoo that the Client has secured a valid purpose and legal basis to process personal data via the Service, including User's personal data.

You represent and warrant that you have informed the data subjects (as defined in Privacy Policies) on all aspects of the processing via Service or Tool prior to the beginning of the processing, and that you have adopted the adequate policies and/or has undertaken necessary steps stipulated by the applicable data protection legislation, if applicable (such as, for instance, conducting a DPIA).

You shall indemnify, defend, and hold harmless Wemedoo in full and on demand from and against any and all liabilities, claims, demands, damages, losses, or expenses (including legal and other professional adviser's fees and disbursements), interests and penalties incurred by Wemedoo arising out of or in connection with your breach of the obligations stipulated in this paragraph.

The Parties recognize that industry standards and regulations are subject to ongoing evolution, making compliance a continuous endeavor. Consequently, both Parties commit to collaborating in good faith to establish reasonable timelines for reviewing any modifications to industry standards and regulations. This will include assessing their implications and, if necessary, determining and implementing the appropriate measures to maintain compliance.

Consequences of the Unlawful Use of Client Content

Wemedoo may, at its sole discretion, disable, close, temporarily, or permanently limit access to any Client Account without any notice to the Client in case Wemedoo becomes aware of:

- any Client Content that is unlawful or that is in breach of the Contract,
- activities that infringe on third-party's Intellectual Property Rights, personal data, or any other right,
- any activities infringing these General Terms of Service.

Wemedoo shall not be liable for any loss, damage, or undesirable consequences arising from such action.

9. REPRESENTATIONS AND WARRANTIES

Representations and Warranties of Wemedoo

Wemedoo represents and warrants that:

- The Tool, if used in accordance with the Contract, does not infringe any third-party Intellectual Property Rights;
- Services provided to Client under the Contract shall be performed with reasonable care and skill;
- The Tool shall conform in all material respects to the Agreement between Wemedoo and Client and all of its appendices.

Service is provided on an "as is" and "as available" basis. Client understands that they use the Tool at their sole risk. Subject to the Agreement between Wemedoo and the Client, Wemedoo will use commercially reasonable efforts to make Tool available 24 hours a day, 7 days a week, except:

- during a planned downtime (of which advance notice shall be given),
- during any unavailability caused by circumstances beyond the reasonable control of Wemedoo, including, for example, a force majeure event,
- due to internet problems outside the control of Wemedoo,
- due to bugs in code, hardware, or Services without a commercially known fix.

With the exception of the warranties explicitly set herein, Wemedoo disclaims any and all warranties of any kind or nature, whether express, implied, or statutory, including, but not limited to the implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose. Wemedoo does not warrant that the Tool will be error-free, that performance of the Tool will be uninterrupted, nor does Wemedoo make any representations with regard to use or the results of the use of the Tool in terms of accuracy, correctness, reliability, or otherwise. Any descriptions and/or representations available within the Tool or in any other place shall not constitute a warranty of quality.

Without prejudice to the generality of the previous provisions, Wemedoo does not warrant:

- (a) fitness for a particular purpose, nor that Service will meet your specific requirements;
- (b) accuracy or reliability of the results obtained from the use of the Service;
- (c) correction of any errors in Service which may occur.

Wemedoo makes every effort to ensure that the Service will be uninterrupted, timely, secure, error-free, or of satisfactory quality. However, there still is a possibility that the Service will not fulfill these expectations, and Wemedoo will not warrant these expectations.

Wemedoo and/or its suppliers make no representations about the suitability, reliability, availability, continuity, timeliness, and accuracy of the Tool and Service.

Your Representations and Warranties

In addition, and not in lieu of other Client's warranties contained in the Contract, you represent and warrant that:

- any instruction or request provided by you in relation to the Tool or Service shall at all times be compliant with the applicable laws;
- any and all Client Content is at all times accurate, up-to-date and correct, as well as that the Client shall immediately replace any inaccurate and/or incorrect Client Content;
- you have a valid legal basis to collect personal data of their employees, other personnel, patients, and all the other data subjects whose personal data the you process via the Tool;
- you shall implement and maintain administrative, physical and technical safeguards designed to protect personal data from unauthorized access or disclosure and to comply with all applicable data protection laws. You shall immediately notify Wemedoo in case of any data breaches, including but not limited to those affecting clinical trial participant data;
- you shall comply with applicable laws regarding the conduct of clinical trials, including but not limited to data retention and security. You understand and agree that the Tool is not and must not be used as the sole data retention repository in any clinical trial;
- you shall keep the password for login to the Tool secure and shall ensure it is not disclosed to any third party in any way, as well as to immediately notify Wemedoo in case of any indications that any unauthorized access or use of password has occurred;
- any electronic signatures provided or used within the Tool (where applicable) are intended to be the legally binding equivalent of traditional handwritten signatures. You acknowledge that such electronic signatures have the same force and effect as signatures affixed by hand and agrees that they are legally valid and enforceable in accordance with applicable laws governing electronic signatures;
- you will not use the Tool or the Services for the diagnosis, prevention, monitoring, prediction, prognosis, treatment, alleviation or compensation of diseases, injuries or disabilities, investigation, replacement or modification of the anatomy or of a physiological or pathological process or state and providing information by means of in vitro examination of specimens;
- your use of the Tool in the framework of the Project (as defined in the Contract) is compliant with all quality and integrity duties under the applicable laws.

Subject to clause 11, you will be solely responsible for any damage that you may suffer resulting from the use of the Service, except to the extent indemnified by Wemedoo under this clause. No written or oral information or advice provided by Wemedoo, or its authorized representatives shall be deemed as a warranty or in any way extend the scope of the obligations of Wemedoo.

Joint Representations and Warranties

Both Parties represent and warrant that:

- they have all requisite power, authority, and legal authorization to enter into this Contract, to carry out the obligations hereunder and to consummate the transactions contemplated hereby, as well as they are not the subject of any other obligation, compliance with which will or is likely to have a material adverse effect on their ability to perform their obligations under this Contract;

- provisions set forth in Contract constitute legal, valid, and binding obligations of such delivery and performance of Contract does not and shall not conflict with, result in a breach of, constitute a default under, or require the consent of any third party under any agreement or other obligation to which any Party is subject.

Acknowledgment

Each Party acknowledges that it is not relying on any facts, assumptions, statements, promises, materials or representations not expressly set forth in this Contract, unless otherwise explicitly stipulated in the Agreement between Wemedoo and Client.

Without limiting the foregoing, you acknowledge that the Tool is not designed or licensed for use in hazardous environments requiring fail-safe controls (for example, aircraft navigation/communication systems, air traffic control, medical device and life support machines, or weapon systems) in which the failure of Tool may result in death, personal injury or physical and/or environmental damage. Accordingly, the Contract excludes any high-risk activities (including previously enlisted examples), and you agree not to use the Tool in connection to such high-risk activities.

10. LIMITATION OF LIABILITY

General. Wemedoo has a role of an information society service provider, and it renders the Tool which supports clinical trials, studies and associated documentation. However, as Wemedoo does not initiate clinical trials or any Client Service, it is not responsible for Client Content, the communication between the Clients and its Participants, the Client's and User's behavior on the Tool, or in relation to their contractual obligations.

Consequently, Wemedoo shall not be liable for any incorrect information, behavior, omission, delay, non-compliance, or reduction of quality or quantity of the Client Service that Clients provide to their patients.

Subject to the Agreement between Wemedoo and the Client, Wemedoo does not change uploaded Client Content, it respects the conditions for Client Content access, act in accordance with the permitted application of data collection technologies, and it updates data upon your notification. Also, Wemedoo will remove or disable access to the stored data immediately after learning that the data has been removed from transmission through the network or access to them has been disabled, as well as when the court, or other competent authority, has ordered their removal or disabling of access.

Wemedoo and/or its suppliers, employees, and representatives shall not be liable (to the maximum extent permitted by the applicable law) in any event for the following:

- (1) any losses, damages, expenses, or other harmful consequences that occurred as a result of any Client use or inability to use the Tool;
- (2) any installation, implementation, customization, or modification of the Tool conducted by any party other than Wemedoo, to the extent applicable;
- (3) the failure of the Client to apply available updates, service pack, fix, or upgrade that would prevent the harmful event, if applicable;

(4) any unauthorized access to Client Content;

(5) any unauthorized use of the Client Account and its credentials for access to the Tool.

To the greatest extent permitted by the applicable law, under no circumstances shall Wemedoo and/or its suppliers, employees, and representatives be liable for any indirect, punitive, incidental, special, consequential damages or any damages whatsoever (including, without limitation, damages for the loss of use, data, or profits, or business interruption) arising out of or in any way connected with:

- the use or performance of the Tool,
- the delay or inability to use the Tool and/or Service, including the provision of or failure to provide Service,
- Tool, Service, any products, information, or related graphics obtained through the Tool, or otherwise arising out of the use of the Tool, whether based on contract, tort, negligence, strict liability, or otherwise.

Liability Cap. Subject to the Agreement between Wemedoo and the Client, in case any of the foregoing limitations occur to be unenforceable or in the event any liability of Wemedoo is established, to the maximum extent permitted under the applicable law, Client agrees that the entire aggregate liability of Wemedoo and Client's sole remedy arising out of or related to Contract, Tool, or Service shall be limited to monetary damages that in the aggregate may not exceed the sum of any amount paid (if any) by that Client within twelve months preceding the delivery of the notice to Wemedoo regarding the dispute for which the remedy is sought. In the event Client did not have any obligations including any payments during such period, monetary damages shall not in aggregate exceed the sum of 100 EUR (one hundred Euros).

By entering into this Contract, you confirm that you understand and agree that this limitation of liability represents a reasonable allocation of risk and is the fundamental element of the Contract. Further, you understand that the Tool and Service, would not be provided without such limitations.

Exceptions. Mandatory liability of Wemedoo shall not be excluded if Wemedoo commits a willful breach of any of its obligations arising from the Contract, in case of severe negligence by Wemedoo, or in the event of death or personal injury caused by a defective item provided or produced by Wemedoo.

No Liability for Services Provided by You. Wemedoo shall have no liability related to services provided (or not provided) by you, any breach of applicable laws and regulations by you (including but not limited to breaches of Data Protection Laws), as well as any liabilities related to billing of services to third parties.

Force Majeure. Neither Party shall be liable for any violation of the obligations arising from this Contract due to a circumstance that could have not been reasonably foreseen

and which is beyond the control of the Parties, such as, for instance, the force of nature, an act of a legislative or executive authority, war, civil unrest, the act of terror, strike, non-trivial cyber-attack, failure of a third-party hosting, internet failure, or any other circumstance qualifying as a force majeure under the applicable law. This exception shall apply solely to the extent that the respective circumstance prevented or hindered your or our performance of the Contract.

For the avoidance of doubt, this section has no intention of derogating or limiting the application of any statutory limitation or exclusion of liability, nor shall be construed to limit the amount of or excuse Client from any payment obligations pursuant to Agreement between Wemedoo and Client.

Wemedoo does not provide legal advice in terms of compliance, data privacy, or other relevant applicable laws in the jurisdictions in which the Client uses the Tool or Service.

Any statements made by Wemedoo to the Client shall not constitute legal advice.

11. INDEMNIFICATION

The Client agrees to indemnify and hold Wemedoo harmless from any and all demands, losses, liabilities, claims, or expenses (including any attorneys' fees) made against Wemedoo by any third party due to, or arising out of, or in connection, with the Client's use of the Tool and Service. This also applies to Client in connection with the use of the Tool and Service by Users registered on its behalf. Client's obligation includes, but is not limited to demands, losses, liabilities, claims, or expenses arising out of:

- a) The use of Service and/or the Tool in violation of this Contract and/or any applicable law, and/or arising from a breach of this Contract and any applicable law;
- b) any third-party claim of infringement of copyright or other Intellectual Property Right, or invasion of privacy arising from hosting Client Content on the Tool, and/or making available Client Content to other Users of the Tool, and/or the actual use of Client Content by other users of the Tool or related Client Service in accordance with the Contract;
- c) any activity related to the Client Account (undertaken by you or other person accessing the Client Account, with or without your consent) unless such activity was caused by act or default of Wemedoo;
- d) Breach of Contract, use of Service, processing of personal data as part of Client Content, contributions to Service, infringement of any Intellectual Property Right or any proprietary or personal right.

Additionally, Client shall defend, indemnify and hold harmless Wemedoo, its officers, directors, employees, contractors, agents and representatives from and against all claims made by, and all damages, liabilities, penalties, fines, costs and expenses payable to any third party, arising from the:

- breach of Contract,
- use of Service,
- processing of personal data,
- contributions to Service,
- infringement of any Intellectual Property Right or any proprietary or personal right.

Wemedoo shall defend, indemnify and hold Client harmless from any demand, loss, liability, claim, or expense (including any attorney's fees) arising out of any third-party claim alleging that the Tool, used in accordance with Contract, infringes any third-party Intellectual Property Right, provided that: (1) the Client has immediately notified Wemedoo on such claim, (2) the Client has provided Wemedoo with reasonable assistance in the defence and investigation of such claim, and (3) the Client has granted an exclusive right to control and direct the investigation, defence, and settlement (if applicable) of such claim to Wemedoo. This indemnity is the sole liability of Wemedoo and the exclusive remedy for any infringement of Intellectual Property Rights in connection with the Tool provided under this Contract.

Exceptionally, the above indemnity from Wemedoo shall not apply if (a) the Tool is modified by any party other than Wemedoo, without its prior approval, to the extent the alleged infringement is caused by such modification; (b) the Tool is used combined with any equipment, product, software, or service not provided by Wemedoo, to the extent the alleged infringement is caused by such combining; (c) such claim arises from the Client's unauthorized use of the Tool; (d) the Client makes any admissions or settlements with regard to such claim, without the prior written approval of Wemedoo.

12. TERMINATION

Term

This Contract shall commence on the Effective Date of the Project Agreement concluded between Wemedoo and the Client under which your access is granted ("**Project Agreement**") and shall remain in force until the termination or expiry of the Project Agreement.

Termination of your Access by Wemedoo

Wemedoo can terminate your access rights:

- immediately upon written notice (including by email or via the Tool), if you commit a material breach.
- immediately upon written notice (including by email or via the Tool), if you commits a material breach of this Contract and you do not remedy such breach in favour of Wemedoo within 30 (thirty) Workdays after Wemedoo gives notice of such breach.
- immediately upon written notice (including by email or via the Tool), if you commit an incurable breach. For the purpose of this Contract, incurable breach means any breach or default of this Agreement where a timely remedy is infeasible under the circumstances.

Furthermore, in the case that the you engage in any conduct or activities that are identified by Wemedoo (at its sole discretion) as the violation of the Contract or the rights of

Wemedoo or third parties, or otherwise inappropriate, Wemedoo may suspend your access pending investigation and deny access to all or any part of Service or terminate your access rights with or without prior notice. Wemedoo is entitled to deny access to Service and Tool, terminate your access rights without limitations.

Subject to the Agreement between Wemedoo and the Client, Wemedoo has the right to, at its sole discretion, at any time and regardless of the reason, terminate the Tool and Service, this Contract, or suspend or terminate any Client Account(s). In such a case, Wemedoo shall notify Client via the email address designated when creating Client Account, or any other email address that you provided to Wemedoo.

The termination of the Contract terminates all your access and license rights under the Contract.

Survival in case of termination

In case the Contract is terminated, the following provisions shall survive:

- any provision stipulating the Clients obligation to pay the Fee,
- Section 6 (*Confidentiality*),
- Section 7 (*Intellectual Property*),
- Section 9 (*Warranties Disclaimer*),
- Section 10 (*Limitation of Liability*),
- Section 11 (*Indemnification*),
- Section 17 (*Governing Law, Dispute Resolution*),
- Section 18 (*No Class Action*),

as well as any other provision of the Contract that must survive for the Contract to fulfill its essential purpose.

The survival of Agreement between Wemedoo and Client provisions is regulated by Agreement between Wemedoo and Client.

Data Download and Deletion

In case the Contract is terminated, the Client may request via email info@wemedoo.com all information (including entire Client Content) provided, input, or uploaded to the Tool's databases.

Upon termination of the Contract, the Client's Account(s) shall be irreversibly suspended and all Client Content will be anonymized unless otherwise mandated by the applicable laws (in particular those relating to clinical trials).

The Client also understands that Client Content may not be deleted but retained in anonymized form by Wemedoo also for statistical and analytical purposes. Please note that such statistical and analytical data do not contain any personal data. Without regard to the previous sentence, all Client Content, except anonymized and statistical data that do not contain personal data, shall be deleted upon the expiration of the 5 years after the termination of the Contract, unless applicable laws prescribe longer retention periods.

Client may decide on Client Content and may dispose of, edit, or keep such information regardless of Users' activities on the Tool.

13.SEVERABILITY

In case any provision of this Contract is found invalid by any court or arbitration having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the Contract, which shall remain in full force and effect.

If any provision of the Contract violates any mandatory rule of the applicable law and proves to be void as a result thereof, such provision shall, for those specific circumstances and only in that particular respect in which it is void, be deemed to have been amended to comply with the law. Any such amendment shall be confined to the minimum necessary to make the provision valid and shall retain as much of its original ambit and meaning as possible.

14.NOTICES

The Client shall deliver notices to Wemedoo to the following address: Sumpfstrasse 24, 6312 Steinhausen, Switzerland or via email to info@wemedoo.com.

Wemedoo may give notices to the Client via notifications within the Tool, via the email address associated with their account or (exceptionally) by hand, mail or courier to the address provided for that Client within the information available to us, as applicable.

Notice shall be deemed to have been received:

- (1) the following day if given via notice to the Client account or via email,
 - (2) when delivered, if delivered by hand,
 - (3) at the time indicated in the courier receipt, if sent by courier,
 - (4) on the second workday following the date of posting, if sent by registered post.
- Workday shall have the meaning of workdays at Wemedoo 's registered seat.

Either Party may change its notice address or email address under this Contract with prior prompt written notice to the other Party sent in accordance with this Section.

15.NO WAIVER

Failure by Wemedoo to exercise or enforce any right or provision of TOS shall not constitute a waiver of such right or provision.

16.THIRD-PARTY SERVICES AND WEBSITES

In case Wemedoo enables access to data from another service provider through linking, Wemedoo does not carry any responsibility for such information.

The Tool may contain links to other websites which are in the ownership of other legal or natural persons. Each of such websites has its terms of use and privacy policy on handling personal data, and such terms and policies may differ significantly from the ones applicable to the use of Tool. Wemedoo has no control over such websites and shall not carry any

responsibilities neither for the availability of those websites nor for the terms of use and privacy policies applicable to their visitors and users.

Placing links to third-party websites on the Tool does not represent any kind of recommendation or approval of services or products offered through such websites by Wemedoo.

17. GOVERNING LAW, DISPUTE RESOLUTION

The Agreement between Wemedoo and the Client sets out the governing law and dispute resolution applicable to your use of the Tool and the Services.

Notwithstanding the provisions above, Wemedoo and the Client may, at their absolute discretion, assert and seek the protection of their respective Intellectual Property Rights and rights concerning confidential information or data processing anywhere in the world.

18. NO CLASS ACTION

With the exceptions of events explicitly prohibited by law, as a condition of the use of Tool and/or Service, you agree that any and all Disputes shall be resolved individually, without resorting to any form of class action.

Any arbitration under TOS shall take place on an individual basis. Class arbitrations and class/representative/collective actions are not permitted.

PARTIES AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER PARTY ONLY IN EACH INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE, AND/OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER.

Unless both Parties agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

19. ASSIGNMENT

Neither Party may assign this Contract or any of its rights or obligations hereunder without the other Party's express written consent, except that either Party may assign this Contract to the surviving Party in a merger of that Party into another entity or in the acquisition of all or substantially all that Party's assets. An assignment authorized pursuant to the preceding sentence shall not become effective unless and until the assignee agrees in writing to be bound by all the assigning Party's rights and obligations set forth in this Contract. Except to the extent forbidden in the previous provision, this Contract will be binding upon and inure to the benefit of the Parties' respective successors and assigns.

20. ENTIRE CONTRACT

This Contract (as defined above and amended from time to time) together with, where applicable, Agreement between Wemedoo and Client constitutes the entire contract between you and Wemedoo relating to the subject matter hereof and supersedes all prior agreements and understandings between Parties with respect to that subject matter. Unless otherwise specifically prescribed in this Contract, the Contract may be amended only in writing in the form of a separate annex to be signed by both Parties. No action, conduct or behaviour of any of the Parties during the term of the contractual relationship can be interpreted as a waiver of this provision or as a proposal to amend this provision.

In case of conflict between any provision of the Contract and any statement, representation, or other information published on the Tool or contained in any other materials or communications, the provision of the Contract shall prevail.