

MWPharm Online: End-User Trial Terms of Use

Effective from [01.01.2023], revision [V1].

These terms of use (“**Terms**”) govern your access to and use of the MWPharm Online platform (“**Platform**”) and constitute a legal agreement between the company MEDIWARE a.s., with its registered seat at Na viničných horách 1834/24, 160 00 Prague, Czech Republic, ID No. 26739488, VAT ID CZ26739488, registered in the commercial register by the Municipal Court in Prague, file No. B 8009 (“**Company**” or “**we**”) and the user (“**User**” or “**you**”).

These Terms govern relationship between the Company and the User during the evaluation trial of the Service (as defined below), and ways how the User’s account is transformed upon activation of a facility agreement by a respective facility which the User is part of.

1. SCOPE OF SERVICE

- 1.1. **Definition of the service.** The MWPharm Online service (“**Service**”) serves as an online dose-individualisation utility which is aimed to aid (but not replace) healthcare professionals and other suitably qualified medical staff when making on dosing recommendations. The Service should never be the ultimate source of the dosing recommendation, as this should always be subject to the User’s final decision.
- 1.2. **No medical advice.** The Service itself does not provide medical advice.
- 1.3. **Legal compliant use only.** By using the Service, you warrant that you are a suitably qualified healthcare professional, and that both your and any use of the Service for its intended purposes is legal in your local jurisdiction.

2. REGISTRATION AND USE

- 2.1. **Legal representation.** If you are entering these Terms on behalf of a company, business, or other legal entity, you represent and warrant that you have all proper authorizations needed to bind that legal entity to these Terms.
- 2.2. **Business only.** The parties acknowledge that services provided under these Terms and Services are not intended for consumers, but only for persons and companies who will use it exclusively in the course of their business.
- 2.3. **User account.** To use the Platform, you must register and create a user account and provide us with your personal data (“**User Account**”). When registering to use the Platform, you must provide complete and accurate information about yourself, and agree to update such information as it changes.
- 2.4. **Affiliation.** You agree that Your User Account will be affiliated to a more general profile of the medical facility to which you belong; this shall happen when the facility (via its authorized representative) concludes a respective agreement with the Company and the facility profile is created. Once this happens, you should be notified by the respective facility, and your User Account will become connected with the service agreement we will have with the respective facility; this means your legal relationship with us will transform in a way that:
 - a) We will no longer have the obligation to provide you with any Service, and to this end the agreement between us shall terminate except; Articles 1, 2, 4, 5, 6, 8, 9, and 13 shall survive this termination and continue to bind the parties;
 - b) You will no longer have the right to individually terminate the User Account, as it will be assigned to the facility account;

- c) Your Usage Plan (as defined below) will obtain permissions and abilities intended for end-users based on the Usage Plan of the facility.

2.5. **Security of the account.** It is your responsibility to keep your User Account and any password provided to or created by you confidential and secure and you are responsible for all use of the User Account and the password.

3. USAGE PLAN

3.1. **Usage plan.** To use the Platform, you must be subject to a usage plan (“Usage Plan”). Under these Terms, we are granting You with access to a limited free trial Usage Plan to use the Platform, which shall last as long as described on the Platform or offered to you by us, or, if not agreed or specified otherwise, 30 days. For this Usage Plan, usage limitations, conditions, and restrictions may apply. This Usage Plan will not automatically extend for additional term, and unless your User Account becomes affiliated (within the meaning of Article 2.4 above) with some facility account, it will terminate and all your use of the Platform will cease.

4. PERMISSION TO USE THE PLATFORM

4.1. **Software as a service.** The Platform, software and services provided therein are operated and provided in the form of "SaaS" (Software as a Service), i.e., you do not own or purchase the software itself. Access to the Platform and data processed within Platform is provided exclusively through the User Account protected by name and password.

4.2. **Ownership of the platform.** For avoidance of all doubt, The Platform is the property of the Company, and the Company retains all rights, title and interest in and to the Platform, including any intellectual property rights regarding trademarks, service marks and trade secrets, as well as any rights in copyrighted or patented materials provided to you as part of the Platform.

4.3. **Rights to the database.** Any databases available within the Platform are further protected by a special right of the database acquirer, that is the Company.

5. USER CONDUCT, REPRESENTATIONS, RESTRICTIONS

5.1. **Prohibited behaviour.** You may not access or use the Platform for any purpose other than that for which the Company makes the Platform available. You agree not to and shall not, and will not permit others to:

- a) use the Platform or any component of the Platform, in whole or in part, except as expressly provided in these Terms;
- b) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the Platform;
- c) circumvent, bypass, disable, or otherwise interfere with security-related features of the Platform;
- d) rent, lease, sublicense, loan, resell or distribute the Platform and/or the access to the Platform, or any part thereof;
- e) allow or otherwise enable access to the Platform or your User Account in the Platform to third parties without proper authorization or appropriate licensing.

5.2. **Monitoring of illegal activities.** The Company reserves the right, but shall be obliged, to monitor the Platform for violations of these Terms, and to take appropriate legal action against anyone who, in its sole and absolute discretion, violates the law or these Terms, including without limitation, reporting such a user to law enforcement authorities.

6. OUR MODIFICATIONS TO THE PLATFORM

- 6.1. **Modifications to the platform.** The Company reserves the right, with prior notice, to change, modify, or remove the contents of the Platform, suspend, or discontinue, temporarily or permanently, the Platform or any part thereof or any service to which it connects at any time or for any or no reason, including to enhance the Platform functionality or stability or to address potential safety or security concerns, at its sole and absolute discretion. The Company will not be liable to the User or any third party for any modification, suspension, or discontinuance of the Platform.
- 6.2. **Updates.** The Company is not obliged to make any updates to the Platform and/or any digital content provided within the Service whatsoever. The User and the Company agree that the Company is also not obliged to make such updates to the Platform and/or any digital content provided within the Service to maintain the fault-free nature thereof or to address any current or future security risks; for avoidance of doubt, the Company has the right to make such updates based on its sole consideration.
- 6.3. **Applicability of terms and conditions.** If the Platform is updated, upgraded or modified, whether to enhance or correct features or functionality, then these Terms will apply to the updates, upgrades and modifications in addition to any other terms that are presented to you in connection with the update, upgrade or modification and such updates and upgrades shall be deemed to constitute part of the Platform and shall be subject to all terms and provisions set forth in these Terms, including, without limitation, terms and provisions related to licenses, use restrictions, ownership and distribution of the Platform.

7. SERVICE LEVEL

- 7.1. Unless otherwise agreed, the Company will make all reasonable efforts to provide the Platform with the following availability parameters:
- a) Target availability: 99 % of the time in 24/7/365 mode.
 - b) The evaluation period is one calendar month, i.e., the maintaining of the target availability is always evaluated with respect to the measured availability of the Platform within the respective calendar month.
 - c) Availability of the Platform means the state when the User has access to the Platform and the Platform is functional, i.e., can be used to use the Service.
 - d) Unavailability does not include unavailability occurring during regular maintenance windows. The Company is entitled to use a maximum of 4 maintenance windows within a calendar month, always between 10 pm and 6 am (time zone Europe/Prague). Unavailability is also not triggered when the problem causing it lies on the side of the User (such as inappropriate technical environment or faulty internet connection).

8. WARRANTY, LIABILITY LIMITATION

- 8.1. **WARRANTY EXCLUSION.** THE USER HEREBY ACKNOWLEDGES, THAT THE PLATFORM AND ANY RELATED SERVICE OR DOCUMENTATION IS PROVIDED AND LICENSED "AS IS" TO THE FULLEST EXTENT PERMITTED BY LAW, AND THE COMPANY HEREBY DISCLAIMS ALL OTHER CONDITIONS, INDEMNITIES, GUARANTEES, REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ARISING FROM LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS OR OTHERWISE WITH RESPECT TO THE PLATFORM AND/OR ANY OF ITS COMPONENTS AND ANY RELATED SERVICE OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE SATISFACTORY QUALITY, AND NON-INFRINGEMENT OF ANY LAW OR REGULATION.
- 8.2. **SCOPE OF SUPPORT.** THE COMPANY HAS NO OBLIGATION TO PROVIDE ANY SUPPORT FOR THE PLATFORM, AND/OR ANY OF ITS COMPONENTS, OR TO CONTINUE PROVIDING, UPDATING OR CORRECTING ANY DEFECTS OR ERRORS OF THE PLATFORM, REGARDLESS OF WHETHER YOU INFORM THE COMPANY OF SUCH DEFECTS OR ERRORS OR THE COMPANY OTHERWISE IS, OR BECOMES AWARE OF, SUCH DEFECTS OR ERRORS, TO THE FULLEST EXTENT PERMITTED BY THE LAW. BY WAY OF

EXAMPLE AND NOT IN LIMITATION, THE COMPANY DOES NOT WARRANT THAT: A) USE OF THE PLATFORM OR ANY PART THEREOF WILL BE UNINTERRUPTED OR ERROR FREE; B) ALL DEFECTS IN THE PLATFORM WILL BE CORRECTED.

8.3. **LIABILITY EXCLUSION.** TO THE MAXIMUM EXTENT PERMITTED BY THE LAW, THE USER AGREES THAT UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE LIABLE TO THE USER, OR ANY OTHER PERSON OR ENTITY CLAIMING THROUGH THE USER, FOR ANY INCONVENIENCE, DIRECT OR INDIRECT DAMAGES, INCLUDING ANY LOSS OF PROFITS OR OTHER DAMAGES (“LOSSES”), WHETHER ARISING OUT OF THIS AGREEMENT, STATUTE OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THOSE, CAUSING USER’S INABILITY TO ACCESS OR USE THE PLATFORM DURING ANY DOWNTIME, OUTAGE OR DISCONTINUANCE OF THE PLATFORM, WHETHER OR NOT THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT THE COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN SUCH A CASE NOTHING IN THESE TERMS OF SERVICE WILL BE CONSTRUED TO OBLIGATE THE COMPANY TO MAINTAIN AND SUPPORT OF THE PLATFORM OR TO SUPPLY ANY CORRECTIONS, UPDATES, OR RELEASES IN CONNECTION THEREWITH.

8.4. **EXAMPLES OF LIABILITY EXEMPTIONS.** For the avoidance of doubt, according to the abovementioned paragraphs, the Company will assume no liability or responsibility for especially, but not limited to:

- a) any errors, mistakes, or inaccuracies of the Platform;
- b) quality, availability and scope of any services provided free of charge;
- c) damage on life and health, as well as property damage, of any nature whatsoever, resulting from your access to and use of the Platform and/or any of its components;
- d) any interruption or cessation of transmission to or from the Platform;
- e) services provided by other entities, their quality, quantity or any consequences, or for the rights and obligations associated with these services, accessories, etc.;
- f) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the Platform and/or any of its components by any third party;
- g) any payments, transactions or transfers that the User makes, and/or with the help of which the respective payment for the usage plan is made. The operators of these payment companies are responsible for these (transactional) services and portals; and/or
- h) any impossibility of using the Platform and/or any of its components if the User does not own suitable and sufficient software or hardware equipment.

8.5. **Non-excludable liability.** The liability limitation shall however not apply to, or take into account, damages resulting from the gross negligence, bad faith or the wilful or intentional misconduct of the Company.

8.6. **Liability cap.** The Company’s total cumulative liability for Losses suffered or caused due to or in connection with any agreement concluded under these Terms or the use or performance of the Platform or the services related thereto, shall in any case not exceed the amount of 100 EUR.

9. INDEMNIFICATION

9.1. **Right to indemnify.** You hereby agree to defend, indemnify, and hold the Company and its agents, employees, officers, directors, successors, and assignors (“Released Parties”) harmless from and against any loss, damage, liability, claim, demand, or expense, including reasonable attorneys’ fees and expenses, asserted by any third party or an entity due to or arising out of:

- a) your use of the Platform;
- b) your breach of these Terms;
- c) any breach of User’s representations and warranties set forth in these Terms;

- d) your violation of the rights of a third party, including, without limitation, all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other cause of action whatsoever; and/or
- e) any other harmful act toward any other user of the Platform.

9.2. **Obligation to cooperate.** Notwithstanding the foregoing, the Company, to the extent permissible by law, reserves the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify the Company and you agree to cooperate, at your expense, with Company's defence of such claims. The Company will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

10. TERMINATION

10.1. **Ways of termination.** These Terms and the agreement concluded hereunder shall remain in effect until terminated by:

- a) withdrawal;
- b) notice;
- c) cancelling the Usage plan, deleting the User Account and ceasing to use the Platform by the User.

10.2. **Termination by the user.** The User may terminate the Agreement under these Terms of service at any time and for any or no reason. Termination of this agreement is achieved by cancelling the selected Usage Plan and deleting User Account.

10.3. **Termination by the company.** The Company may terminate the agreement under these Terms at any time and for any or no reason with a notice sent to the User in a form of a written notice, including an e-mail, a notification or a message sent via the Platform, with a notice period of one month which commences on the first day of the calendar month following the calendar month in which the notice is delivered to the User, provided that the agreement concluded hereunder is not terminated by other means of termination or cancellation herein prior to the end of the notice period.

10.4. **Withdrawal.** Both the Company and the User may withdraw from the agreement under these Terms any time, since the Company provides its Services solely for free and the User has not opted for any paid Usage Plan. Upon such termination any access granted to the Platform and/or any of its components and the services provided is deemed to be revoked and the User is no longer entitled to use any of the functions of the Platform and/or any of its components and/or any part thereof as well as the User Account.

10.5. **Rejection of changes.** The agreement under these Terms may also be terminated based on the User's rejection of changes to the Terms as per par. 13.9. of these Terms.

10.6. **Suspension of access.** Instead of terminating the Service in case of the User's breach of the Terms, the Company may, at its sole discretion, rather merely suspend the User's access to the Platform (and accesses of all other users accessing the Platform on the User's behalf) until the breach is remedied.

11. INFORMATION FOR CONSUMERS

This section applies to You only in case You are a consumer within the meaning of respective consumer-protection regulation.

11.1. **Means of concluding a contract.** You can complete the registration and enter into the Service agreement by filling in the required data and clicking on the registration button. As a consumer, you can edit the information provided in the registration before completing the registration, and then within the User Account administration.

- 11.2. **Storage of concluded agreements.** The agreement in this case is represented by your registration on the Platform and creating the User Account. We store all registrations and data within Platform, you have access to it and reservations made within it through the User Account administration.
- 11.3. **Defective performance rights.** The Service is provided free of charge and the minimum scope and content is not guaranteed as the subject of the contract. If we nevertheless provide performance that is defective, you have the right to request us to remove this defect, in particular by starting to provide defect-free performance; if this is not possible, you have the right to withdraw from the contract.
- 11.4. **Right to withdraw from the agreement.** You can withdraw from the agreement anytime, see 10.4 for details.
- 11.5. **Alternative dispute resolution.** In the event that a consumer dispute arises between us and you as a consumer, which cannot be resolved by a mutual agreement, you can initiate an out-of-court settlement of such a dispute by a designated authority for out-of-court settlement of consumer disputes, the Czech Trade Inspection, Štěpánská 15, 120 00 Prague 2, email: adr@coi.cz, web: adr.coi.cz.

12. PROCESSING OF PERSONAL DATA

- 12.1. **General.** By its nature, the Service includes processing of personal data by the Company, in the role of a data processor, for the User, in the role of a data controller.
- 12.2. **Subject matter of the processing.** The processing taking place under these Terms is done as a necessary part of the Services provided hereunder, i.e., when our Platform processes your inputs and makes all required calculations.
- 12.3. **Types of personal data.** Subject to these Terms, we will process the patient's data, including identification data (if provided), health-related data, data concerning the request for dosing recommendation and historical data connected with the patient's file. The data may include special categories of personal data and will be handled with a special care.
- 12.4. **Categories of data subjects.** Data subjects are patients of the User.
- 12.5. **Nature of the processing.** The processing of personal data will be carried out in an automated manner by collecting data from the User and storing and exporting them and calculating a dosing recommendation.
- 12.6. **Purpose of the processing.** The purpose of the data processing is defined by the purpose of the Service, which is keeping the patients' files and calculating dosing recommendations.
- 12.7. **Duration of the processing.** The processing of personal data will be carried out for as long as the Service is provided.
- 12.8. **Obligations of the company.** When processing personal data, the Company is obliged to:
- process personal data solely on the basis of documented instructions, provided by the User. For the avoidance of doubt, the processing of personal data in accordance with the Company's obligations agreed under the DPA shall be deemed to be carried out in accordance with the User's instructions;
 - follow the instructions of the User regarding the transfer of personal data to a third country or an international organisation, unless such processing is already required by European Union or Member State law, applicable to the Company, in which case the Company shall inform the User of this legal requirement prior to processing, unless such legislation prohibits such information for important reasons of public interest;
 - ensure that anyone who lawfully processes personal data for the User undertakes to maintain confidentiality or is subject to a legal obligation of confidentiality;
 - assist the User through appropriate technical and organisational measures, where possible, to comply with the User's obligation to respond to requests to exercise the rights of data subjects;

- e) assist the User with ensuring compliance with the User's obligations to (i) ensure the level of security of processing, (ii) report personal data breaches to the relevant data protection authority and, where applicable, to data subjects, (iii) assess the impact on the protection of personal data, and (iv) carry out prior consultation with the relevant data protection authority, taking into account the nature of the processing and the information available to the Company;
 - f) in accordance with the User's decision, either delete all personal data or return it to the User upon termination of performance under the Terms of Service and delete existing copies, unless such storage is required by law;
 - g) provide the User with all information necessary to demonstrate that the obligations set out in the applicable data protection laws have been fulfilled; and
 - h) allow the User to conduct audits; the parties agree that the User may audit the Company's processing no more than once every 2 years (except when suspected substantial breach of the data processing rules) with an independent auditor selected by the User. The costs of the audit under this paragraph shall be borne by the User.
- 12.9. **Instructions violating the law.** The Company shall immediately inform the User in writing if it believes that the instructions issued by the User violates data protection legislation.
- 12.10. **Confidentiality and termination of the terms of service.** In the event of termination of the Service, the Company, its employees, and/or authorised third parties who have come into contact with the personal data, shall not be relieved of confidentiality. In such case, the obligation of confidentiality shall continue even after the termination of the Service, regardless of the duration of the relationship of these persons to the Company.
- 12.11. **Security breaches.** Company shall promptly notify the User of any actual or reasonably suspected personal data breach, without undue delay.
- 12.12. **Approval of sub-processors.** The User hereby gives the Company a general consent with using sub-processors when processing the personal data, and agrees that the Company will use the following sub-processors as of the commencement of the Services:
- a) Geetoo CZ s.r.o., company ID 26846993, registered office at 5. května 1746/22, 140 00 Praha, Czech Republic;
 - b) Microsoft Ireland Operations Limited, registered office at One Microsoft Place, South County Business Park, Leopardstown, Dublin 18 D18 P521, Ireland.
- 12.13. **New sub-processors.** If the Company decides to use new sub-processors, it shall notify the User thereof without delay, but no later than 7 days before such processing commences. The Company undertakes to bind its sub-processors at least to the same extent as in this DPA.
- 12.14. **Objection.** User may reasonably object to Company's use of a new sub-processor, for reasons relating to the protection of Personal Data intended to be processed by such sub-processor, by notifying the Company promptly in writing within seven (7) days after receipt of notification of such sub-processing.
- 12.15. **Technical and organisational measures.** The Company has adopted and maintains technical and organizational measures to prevent unauthorized or accidental access to personal data, their alteration, destruction or loss, unauthorized transfers, other unauthorized processing, as well as other misuse of personal data. The Company has adopted and maintains the following measures to ensure an adequate level of security, including, but not limited to, the following:
- a) the pseudonymisation and encryption of personal data;
 - b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of the processing systems and services - the measures in place and their correct functioning will be regularly reviewed;
 - c) the ability to restore the availability of and access to personal data in the event of physical or technical incidents in a timely manner;

- d) regular testing, assessing, and evaluating the effectiveness of the technical and organisational measures in place to ensure the security of processing;
- e) a multi-level firewall;
- f) anti-virus protection and control of unauthorised access;
- g) encrypted data transition.

13. MISCELLANEOUS

- 13.1. **Governing law.** This agreement will be governed by and construed and interpreted in accordance with the law of the Czech Republic with the exclusion of collision norms.
- 13.2. **Jurisdiction.** The Company and the User hereby expressly agree that in the event of any dispute arising from the agreement under these Terms the courts of the Czech Republic shall be the courts competent to resolve such a dispute, specifically the general court of the Company.
- 13.3. **Costs of communication.** The costs of using the communication services on the part of the Company do not increase the costs of the User. The costs of remote communication means used by the User are the User's sole responsibility.
- 13.4. **No waiver.** No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder.
- 13.5. **Severability.** If any provision of these Terms shall be determined to be unlawful, void, or unenforceable, or invalid, that provision or part of the provision is deemed severable and shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect and enforceable. Such provision may be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.
- 13.6. **Succession and non-transferability.** The agreement under these Terms is binding upon you and your respective heirs, executors, beneficiaries, successors and assignors and you may not assign the agreement under these Terms to any other party without our prior express written consent, which may be withheld in our sole and absolute discretion. We may assign any or all of its rights and obligations to any third party at any time.
- 13.7. **Rights to submissions.** The User acknowledges and agrees that any questions, comments, suggestions, ideas, feedback, or other information regarding the Platform ("**Submissions**") provided by the User to the Company are non-confidential and shall become the Company's sole property. The Company shall own exclusive rights, including an unlimited license to all intellectual property, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to the User. The User hereby grants an exclusive and unlimited license to any such Submissions and waives the right to any kind of remuneration, and the User hereby warrants that any such Submissions are original with the User or that the User has the right to submit such Submissions. The User agrees there shall be no recourse against the Company for any alleged or actual infringement or misappropriation of any proprietary right in User's Submissions.
- 13.8. **Exclusive agreement.** These Terms constitute the entire agreement and exclusive statement of the mutual understanding between the Company and the User at the time of its acceptance by the User and supersede and cancel all previous written and oral agreements and communications of the Company and the User, relating to the subject matter of these Terms.
- 13.9. **Changes.** The User and the Company hereby agree that the Company may change these Terms to the appropriate extent and at the same time agree that the User shall be notified of any change of these Terms at least 30 days prior the effective date of such proposed changes ("**Change Effective Date**") by means of an email and/or notification displayed to the User on the Platform. In such case the User is responsible for reviewing any new changes to these Terms. The User has the right to reject the



amendments to these Terms with a written notice to the Company resulting in a termination of the agreement as of the Change Effective Date. The User will be deemed to have been made aware of and to have accepted the changes in any revised terms of these Terms by the User's continued use of the Platform after the Change Effective Date.