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**SOFTWARE AS A SERVICE AGREEMENT**

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**between**

**on the one hand**

**InSimu Limited Liability Company**

as InSimu

**and**

**on the other hand**


**Palacky University in Olomouc Faculty of Medicine and Dentistry**

as Client

**on June 11, 2020**

## SOFTWARE AS A SERVICE AGREEMENT

This software as a service agreement (hereinafter: "**Agreement**"), has been concluded by and between  
on the one hand

- (1) **InSimu Limited Liability Company**,  
a company organized and existing under the laws of Hungary,  
registered office: 20 Burgundia str. 3./ 12., H-4024 Debrecen, HUNGARY  
registration number: 09-09-028171  
tax number: HU25747054  
represented by:   
as the service provider (hereinafter: "**InSimu**")

on the other hand

- (2) **Palacky University in Olomouc Faculty of Medicine and Dentistry**  
a university organized and existing under the laws of Czech Republic,  
registered office: Hnevotinska 3 Olomouc 77900 Czech Republic;  
registration number: 61989592;  
tax number: CZ61989592;  
represented by: prof. Josef Zadrazil, Dean  
as the client (hereinafter: "**Client**")

(InSimu and Client shall collectively be referred to as the: "**Contracting Parties**" or "**Parties**")

on the undersigned date and place with the following provisions:

### SUMMARY

Number of InSimu Premium students account: 200  
Number of instructor accounts: unlimited  
Subscription length in months: 12  
Subscription start date: June 17, 2020  
Subscription end date: June 17, 2021  
Subscription net fee: 7000 EUR  
Online onboarding workshops for instructors: 1 hour

## PREAMBLE

- (A) InSimu application, owned exclusively by InSimu is a virtual patient simulation medical application (hereinafter: “**Application**”), which enables the user to diagnose virtual patients and gain real experience without any risk or causing harm.
- (B) The Client intends to use the Application and its premium features, in order to reform its education practices by implementing the Application into its practical instruction and providing its students, educators and administrative staff (hereinafter shall collectively be referred to as “**Users**”) with access to the Application as determined in Annex I, attached to this Agreement.
- (C) InSimu hereby declares that it disposes of the required competence, as well as the personal and material conditions for the execution of the assignment. InSimu is obliged to maintain its tasks with the best of its knowledge and diligence, in accordance with the law. InSimu shall keep the ethical regulations related to his tasks according to the interests and instructions of the Client.
- (D) On the basis of the above, the Parties hereby agree, that they will cooperate with each other and sign the present Agreement to regulate their cooperation.

ACCORDINGLY, THE PARTIES AGREE ON THE FOLLOWING:

### 1. §

#### Subject and duration of the Agreement

##### 1.1. Subject

The Client orders and InSimu undertakes to provide access to the Application and its respective premium feature specified in the Application description attached to the present Agreement as Annex I. InSimu during the period of the present Agreement shall provide the Client with the amount of user profiles to be determined below.

##### 1.2. Duration

The Parties conclude the present Agreement for a determined period starting from the day of signing the present Agreement until June 17, 2021, provided, that InSimu shall only be obliged to provide the Application as prescribed in the present Agreement within 7, that is seven calendar days after the due payment of the invoice issued by InSimu and specified under Section 2.1.4 of the present Agreement.

### 2. §

#### Rights and obligations of the Parties

##### 2.1. Rights and obligation of InSimu

- 2.1.1. InSimu shall provide the Client with an activation process for the Users. The activation process is prepared by InSimu based on the e-mail addresses of the Users provided by the Client. The e-mail addresses provided by the Client shall have the official ending of the Client (e.g. @student.unidomain.edu).

- 2.1.2. InSimu is obliged to take all reasonable effort possible to ensure the continuous availability and accessibility of the Application during the period specified under Section 1.2 of the present Agreement.
- 2.1.3. The Parties state that despite the effort shall be taken by InSimu the continuous operation cannot be guaranteed by InSimu. InSimu shall not be liable for any direct or indirect damages arising from technical breakdowns, outages or destructive applications or programs placed by third parties, furthermore any inaccessibility arising out of the erroneous operation of the platform from where the Application can be downloaded.
- 2.1.4. InSimu shall provide the access to the Application and all of its content specified under Annex I of the present Agreement within 28, which is seven calendar days after the Client due performed its payment obligation as prescribed by the present Agreement. The Parties agree, that after providing access to the Application and during the period determined under Section 1.2 of the present Agreement InSimu shall provide the Client with a 95%, that is a ninety-five percent availability rate. The Parties declare that they consider the period from 8 AM to 8 PM CET on business days to be taken into account when determining whether the availability rate specified in the present Section is provided by InSimu.
- 2.1.5. The Parties agree, that having regard to the nature of the service to be provided in accordance with the provision set forth under the present Agreement, the Application shall be solely provided by InSimu.

## 2.2. Rights and obligation of the Client

- 2.2.1. For the use of the Application, the Client is obliged to pay the Fee within the payment period specified under Section 3. § of the present Agreement.
- 2.2.2. The Client is responsible to provide the Users with the access codes and information made by InSimu to the Application, furthermore responsible to provide the Users with any necessary information on the technical requirement of the Application.
- 2.2.3. The Client is obliged to, if any alteration occurs in relation to the data specified under Annex II, inform InSimu without any undue delay, but no later than 5, that is five calendar days after the occurrence of such alteration. The Parties agree that InSimu shall not be liable for any damages or loss arising out of any delay in relation to informing InSimu on any alteration specified in the present Section.

## 3. § The Fee

- 3.1. The Parties agree that InSimu is entitled to the assignment fee of 7000 EUR, that is seven thousand Euro (hereinafter: "Fee") for the performance of the assignment included in the present Agreement. In addition to the Fee, InSimu shall be entitled to the reimbursement of its necessary and justified expenses arising out of the performance of the present Agreement.
- 3.2. The Parties agree that the fee must be paid in two installments. The first installment must be paid before the start of use, the second installment must be paid within 6 months after the first installment.
- 3.3. The Parties agree that in addition to the Fee, the Client shall pay value-added tax (hereinafter: "VAT") after the Fee. In case the Client has a VAT identification number issued by one of the member states of the European Union, the rate of VAT is 0%, which is zero percent, otherwise,

the Client shall pay a rate of 27%, that is twenty-seven percent VAT. If the Client is under the jurisdiction of a non-EU member state, the rate of VAT is 0%, which is zero percent.

3.4. InSimu is obliged to issue an invoice on the first half of the Fee within 5, which is five calendar days and on the second half of the Fee within 150, which is one hundred fifty calendar days after the signature date of the present Agreement and send the invoice without undue delay to the Client.

3.5. The Client shall perform the payment in 28, that is twenty-eight calendar days after the receipt of the invoice by wiring the Fee to InSimu's bank account. Details of InSimu's bank account:

Account Holder: [REDACTED]

Account Number (IBAN) [REDACTED]

SWIFT CODE: [REDACTED]

Bank: [REDACTED]

Bank Address: [REDACTED]

Company address: [REDACTED]

In order to avoid any misunderstanding, the Parties state that the Fee shall be deemed to be paid upon crediting the Fee on the bank account of InSimu as specified above.

3.6. In case of late payment a 20%, that is twenty percent default interest shall be paid in accordance with the provisions of Act V of 2013 on the Hungarian Civil Code (hereinafter: "HCC"). In addition to the default interest, the Client shall pay EUR 40, that is forty euros fixed sum recovery cost in accordance with the provision of Act IX of 2016 on the fixed sum recovery cost, provided that InSimu is entitled to demand any necessary and justified costs and expenses exceeding the amount of the EUR 40 fixed sum recovery cost arising out of the recovery of the Fee.

3.7. In case InSimu does not provide access to the Application and all of its content specified under Annex I of the present Agreement within 7, that is seven calendar days after the Client due performed its payment obligation as prescribed by the present Agreement InSimu is obliged to pay a contractual penalty of 5%, that is five percent of the Fee.

3.8. In case the accessibility rate falls below the rate specified under Section 2.1.4 of the present Agreement, InSimu undertakes to pay 0.1%, that is zero point one percent discount after each 0.1%, that is zero point one percent from the Fee, provided that the discount specified in the present Section shall not exceed 20%, that is twenty percent of the Fee.

#### 4. § Copyrights

4.1. The Application and all of its content specified under Annex I of the present Agreement are under the copyright protection, thus the algorithms, methods, solutions and the related knowledge, know-how, intellectual properties and intellectual works available and used by InSimu during the performance of the present Agreement, and in order to perform the present Agreement shall remain the property of InSimu, and InSimu shall be entitled to legal protection related to them.

4.2. InSimu warrants, that performing the present Agreement does not infringe the intellectual property of others, and third parties have no such right that prevents or hinders the use of the Application and all of its content specified under Annex I of the present Agreement and may provide a basis for usage fee or compensation towards the Client.

- 4.3. According to the present provision the Client is entitled to use the Application and all of its content specified under Annex I of the present Agreement within its ordinary scope of activity and shall only use for the purpose described in the Preamble.
- 4.4. The Parties explicitly state, that under the provisions of the present Agreement the Client is solely provided with access to the Application and all of its content specified under Annex I of the present Agreement, therefore nothing in the present Agreement shall be construed as granting license or permission of InSimu to provide license or sublicense to any third party, furthermore, the Client is not entitled to replicate, modify, revise, adapt, develop, translate, correct, reverse engineer, decrypt or decipher the Application or any element thereof.
- 4.5. The Client is obliged to compensate InSimu for any damages caused by infringing the provisions of the present Section, furthermore, obliged to fully indemnify InSimu from any consequences of the infringement. The infringement of the obligation of the Client prescribed by the present Section shall be deemed as a material breach.

## 5. §

### Non-disclosure obligation

- 5.1. The Parties represent and warrant to treat confidential every information, data acquired in connection with the signing and performance of the present Agreement or in any other ways, related to the other Party, especially its business, financial and corporate legal relationships or the performance of this assignment, it's details regardless of the other Party classifies them as a trade secret or not.
- 5.2. Every fact, data, information, in connection with the subject of the counseling regarding the activity of InSimu, that the Client became aware of during the performance of the present Agreement, is strictly confidential and may be disclosed to a third party only with the prior explicit written consent of InSimu.
- 5.3. The Parties furthermore represent and warrant not to disclose the information described in the present Section 5 during the term or for additional 5, that is five years after the termination of the present Agreement to any third-party, use it in any other way not related to the subject of the present Agreement or misuse it. The Parties may only use the information exclusively for the performance of the present Agreement, to the extent necessary and may only make available it to employees or subcontractors, who are also obliged to keep the non-disclosure obligation stipulated in the present Section 5, and they are responsible for their confidentiality as their own.
- 5.4. The Party shall have full liability to any and all damage resulting from the infringement of the provisions of the non-disclosure obligation.
- 5.5. The Party obliged to retain the information described in the present Section 5, and shall without delay inform the holder of such information, if it becomes aware of the unlawful acquisition of such information and shall cooperate to take action necessary to protect the information described in the present Section 5.
- 5.6. It shall not constitute as a breach of the non-disclosure obligation if InSimu – without describing the content – uses the fact of the present Agreement as a reference in order to initiate other legal relationship.
- 5.7. InSimu is entitled to use, as a reference and client, the name and logo of the Client on its own communication materials and website.

- 5.8. The following data or information is excluded from the non-disclosure obligation,
- (i) which is commonly known;
  - (ii) which was not made public by a breach of the Agreement;
  - (iii) which was already in the possession of the other Party without any disclosure restrictions, before he received it from the disclosing Party;
  - (iv) which the using Party received from a third party, who acquired or developed it legally and is not restricted by disclosure restrictions;
  - (v) which was developed by one Party without the use of the confidential information of the other Party;
  - (vi) which the respective Part is bound by law to hand over to the competent authority and inform the other party – preferably before the handover - regarding this obligation.

## 6. § Termination

### 6.1. Ordinary termination

6.1.1. The Parties, having regard to the determined period of the present Agreement, hereby explicitly exclude the termination of the present Agreement with notice.

### 6.2. Termination without notice

6.2.1. In case of the material breach of the other Party – with a written unilateral statement containing the reasoning – the injured Party is entitled to terminate the present Agreement without notice.

6.2.2. Parties deem material breach in particular, but not exclusively, if

- a) The Client does not perform its payment obligation within 30, that is thirty calendar days after the end of the deadline specified under Section 3 of the present Agreement;
- b) The Client infringes any of its obligation specified under 4.§ of the present Agreement;
- c) InSimu does not provide access to the Application and all of its content specified under Annex I of the present Agreement within 30, which is thirty calendar days after the Client due performed its payment obligation as prescribed by the present Agreement.

6.3. In any case, the Parties shall settle accounts with respect to the service performed by InSimu.

6.4. In the event of termination of the present Agreement, each Party shall return to the other Party immediately all documentation and data received under the present Agreement.

## 7. § Contact

7.1. All notices by and between the Parties in relation to this Agreement shall be made and sent in writing as a postal delivery or via carriers (courier services) with confirmation of receipt. The date of sending such notices shall be the date of receipt, which date may be on business days only, and shall be considered as served to the other Party on that day, if received by the other

Party before 5:00 PM Berlin local time (Time Zone GMT +01:00) or if received later than 5:00 PM Berlin time – on the next business day.

- 7.2. The notice shall be deemed as served on the day indicated on the confirmation. If such days are not business days, the notices shall be deemed as served on the first business day following the date indicated on the confirmation. In case of unsuccessful delivery, notices sent as registered postal delivery or via carriers shall be deemed as served on the 5<sup>th</sup>, that is fifth calendar day following the first unsuccessful delivery attempt at the latest.
- 7.3. Any and all notices under this Agreement shall be sent to the following addresses:

to InSimu

**InSimu Limited Liability Company**

address: 20 Burgundia str. 3./ 12., H-4024 Debrecen, HUNGARY

Phone: [REDACTED]

E-mail: [REDACTED]

To the attention of: [REDACTED]

to the Client

**Palacky University in Olomouc Faculty of Medicine and Dentistry**

address: Hnevotinska 3 Olomouc 77900 Czech Republic

Phone: [REDACTED]

E-mail: [REDACTED]

To the attention of: [REDACTED]

**8. §  
Miscellaneous**

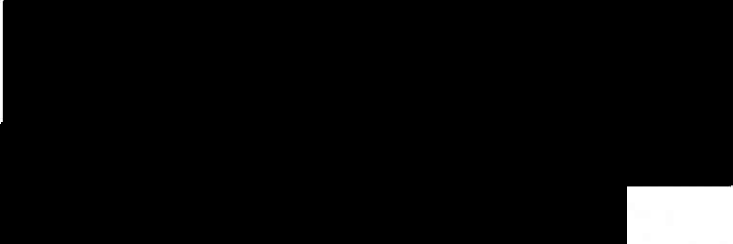
- 8.1. This Agreement shall enter into effect on the day of the signature of the representatives of each Party hereof.
- 8.2. The Parties hereby declare and warrant in their own regard to the other Party, by the signing and during the full term of the present Agreement, that:
- (i) it's legal entity lawfully operating and registered in the register of companies and/or a registered legal entity, against whom or upon his request there is no insolvency, liquidation, dissolution or other similar proceedings in progress and is not aware of any fact which could implicate such proceedings;
  - (ii) it's in the possession of the necessary corporate, official and any other authorizations, permits, approvals for the conclusion and performance of the present Agreement;
  - (iii) the conclusion and the performance of the present Agreement do not violate the rights and are not dependent on the approval of any third parties or if yes, such third party has already given its approval.


- 8.3. InSimu shall perform the Agreement in person, with the contribution of the natural persons in employment, membership, or agency relation to him.
- 8.4. For matters not regulated in the present Agreement, the provisions of the HCC and the applicable Hungarian laws shall apply.
- 8.5. The Parties shall stipulate the exclusive competence of the competent Hungarian court regarding any disputes arising from the present Agreement. In case the competent Hungarian court could not be determined by reason of any ground for jurisdiction described by any other laws, then the Parties – depending on the competence – stipulate and submit themselves to the exclusive competence of the Central District Court of Buda.
- 8.6. This Agreement constitutes the entire agreement of the Parties relating to the subject matter addressed in this Agreement and supersedes all prior or simultaneous communications or agreements between the parties with respect to the subject matter addressed in this Agreement.
- 8.7. The Parties - provided that they have not agreed otherwise in writing – may not assign any rights under the Agreement to any third party, except those cases, when there is a succession in the person of the Client or the Client transfers that part of his business for which InSimu conducts the activities described in the Preamble. In other cases, the Agreement may only be assigned with the prior written consent of the other Party.
- 8.8. The present Agreement shall form a unit with its annexes, which are an integral part of the Agreement.
- 8.9. In case that any provision of this Agreement would be invalid, or would become invalid, furthermore in case any circumstances were not regulated in the present Agreement it does not affect the validity of other provisions of the Agreement. The invalid provision shall be replaced by such a provision, or the not regulated circumstance shall be regulated with such a provision, which - if legally possible - would have been the nearest to the original will of the Parties if they had taken this point into consideration.
- 8.10. Any alteration, amendment or modification of the present Agreement shall only be valid in writing. Any verbal agreement on the abandonment of the written format is null and void.

**THE PARTIES HAVE DULY EXECUTED THIS AGREEMENT AS A DOCUMENT FULLY REFLECTING THEIR CONTRACTUAL INTENT.**

Dated: Debrecen, Hungary June 11, 2020

Dated: Olomouc, Czech Republic - 2 -07- 2020  
2020

  
**InSimu**  
**Limited Liability Company**  
Company

  
**prof. Josef Zadrazil**  
Dean  
**Palacky University in Olomouc Faculty of**  
**Medicine and Dentistry**  
Client

## Annex I.

### Description of Application features and list of the Users

InSimu Patient is an application that gives healthcare students the possibility to practice clinical diagnostic work safely on simulated patients. Mimicking all possible aspects of real-life diagnostics, InSimu Patient helps to eliminate discontinuities and transitional difficulties between theoretical studies and clinical thinking.

#### **Student features:**

- Unlimited number of virtual patients
- All diagnostic tests for all patients
- Free gameplay – order any diagnostic test
- Complete ICD-10 list of diagnoses
- 140 diseases
- 400+ diagnostic tests
- Filtering by specialization
- Filtering by symptom
- Objective professional feedback based on the correctness of the diagnosis, time and costs, any harmful tests or missed tests
- Measurement of time and cost
- Hint: help while solving a diagnostic case

#### **Unlimited access to the instructor portal for all educators of the Client****Instructor features:**

- Instructor access is granted to the instructors after they create their InSimu account and request the instructor access via [REDACTED]
- Presentable virtual patients in online seminars
- Diagnostic course creation from the existing patients by filtering on them based on the age, gender, disease, and chief complaint symptoms
- Assigning homework
- Course-specific detailed automated statistics of students diagnostic performance on individual and group level
- Student and course management

#### **Support level:**

- 2 online onboarding training organized for the selected expert team of the University
- Manuals, guides, and best practices provided for teachers
- Ongoing Premium support for medical students and educators (Answer in 1 one business day)

## Annex II.

### Necessary information for creating the user profiles

The access to InSimu Premium is granted based on the following e-mail domain(s): @upol.cz

The access to the Instructor Portal is granted based on the email address (InSimu accounts) of educators.

1. As a first step, educators should sign up in the InSimu app. (Create an InSimu account.)  
Check the 4th Step in the tutorial.
2. As the Instructions say, they should send us a Contact Support message, and then we can grant the instructor access linked to their InSimu account.