

Pyxicare
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Charles University
Akademika Heyrovského 1203
500 05 Hradec Králové
Czech Republic

Prof. Jaroslav Roh PharmD, Ph.D.

Offerte 2025 / 1478 - Pyxicare in Czech version

Dear Prof. Jaroslav Roh,

Please find enclosed our offer for providing the Pyxicare software in Czech language including the interRAI instruments HC and LTCF.

Offered services and conditions

1. **Provision of a working version of the Pyxicare software in Czech language:**
 - Pyxicare will be provided as an app available via the app stores on Windows, Android and iPad. Pyxicare is not available on smart phones.
 - The app user interface will be available in Czech language. Pyxima will translate to Czech using automated tools. The customer can test the translated version in the app test version and provide Pyxima with corrections.
 - The app will include the instruments interRAI HC and LTCF. These will be based on the latest versions of the BeIRAI HC and LTCF instruments including the items, manuals, algorithms for CAPS and scales, and their protocol texts. Pyxima will translate to Czech using automated tools. The customer can test the translated version in the app test version and provide Pyxima with corrections. Structural changes of the instruments are not included in the price offer.
 - NOTE: the interRAI RUGS algorithm will not be included when using the BeIRAI versions as basis. If the RUGS are needed, the interRAI version from The Netherlands is more suitable as basis for the Czech version.
 - One "test cycle" is included, meaning that one test version of the software is provided to the customer, who can provide feedback, after which a final software version will be released.
 - Configuration of the organizational hierarchy and addition of admin users is performed by the Pyxicare helpdesk.
 - Deployment of the software can be done by end users themselves using the respective app stores on the available platform(s).
 - Following elements will not be available in Czech language: Pyxicare backoffice for self-administration of users and organizational hierarchy, Pyxicare website, Pyxicare support site, Pyxicare webinars, and Pyxicare Inspect tool for group-level indicators.
2. **Training & meetings:**
 - Two hours of online training for admin and some potential users (when ready, for max group of 10-20 clinicians). Training provided in English, Dutch or French. Training material (Powerpoint slides) will be provided in English language.
 - Meetings for coordination and onboarding.
 - Travel costs are not included
3. **Software Licensing & access**
 - Subscription to the Pyxicare software for max 400 patients for interRAI- HC and 400 for interRAI-LTCF for a period of 12 months after the delivery of the translated software.

- The Pyxicare software will be provided "as is" including its current features as described in the attached product leaflet.
- In case new Pyxicare updates will be released, they will also be available for Czech users, and automatically installed via the app stores. Pyxima does not guarantee that all new updates and features which are being released, will automatically be available for Czech users or in Czech language.
- Second line helpdesk support is included in English, French or Dutch language using e-mail or phone (via Belgian phone number, during Belgian business hours).
- The Pyxicare software can only be used in the territory of Czech Republic for research purposes. No commercial usage of the software is allowed. The customer will provide Pyxima with a written statement from interRAI allowing the use of the interRAI instruments in Pyxicare within the Czech territory for research purposes. In case the Pyxicare software would be used in Czech Republic in the future on a commercial basis, Pyxima will obtain a suitable license directly from interRAI.
- The research license is covered by a yearly subscription fee included in the order form for a maximum of 400 HC and 400 LTCF active clients. The price for additional clients within this license will be €2 per active client per year. Each year the actual number of active clients will be reported based on the system monitorings.

4. Data usage

- Charles University will be data owner only for the research and educational data that they register in the Pyxicare software.
- Pyxima will make a separate contract with Czech Care organisations that want to make use of the Pyxicare software within the frame of this research license. In this case, these organisations will be data owner of their clients data. The contract will enable the transfer of anonymous data from Pyxima to interRAI researchers. For this purpose the care organisations will make sure each client has signed an informed consent.
- Data export of this anonymised data to Excel format is included in the license once per year. The export includes all assessment information (the interRAI items, CAPS, scales) and basic patient data such as age, gender, care organisation and department.
- Usage period of this exported data available: unlimited.
- Pyxima and Charles University will sign a data sharing agreement covering the terms and conditions of this anonymous data transfer. Charles University will propose such an agreement for Pyxima's review.

Expected timelines

Following phases in the project are being planned:

- Translation phase: directly after signing the contract, estimated lead time one month
- Implementation phase: implementation of the translated version in the software (test version), estimated lead time one month
- Testing phase: provision of the test version for the customer's review, lead time depends on the time needed to test by the customer
- Production: adaptation of the software to the customer's review results, lead time depends on the amount of adaptations, estimated at about two weeks
- Deployment and training

This order form, together with the Pyxicare General Terms and Conditions (see appendix), forms the contractual basis for your subscription. By signing this offer, you declare that you agree with these terms and conditions. Any general terms and conditions of the Customer are excluded. This agreement replaces any existing agreements between the Customer and Pyxima regarding Pyxicare.

Invoicing schedule:

- 50% of the total amount after signing the contract
- 50% of the total amount after demonstration of the software in Czech language

This offer is valid until 30/04/2025.

We are looking forward to cooperating with you.

Kind regards,

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Number
2025 / 1478

Date
25/03/2025

Description	Quantity	Unit price	VAT %	VAT amount	Total
Provision of a working version of the Pyxicare software in Czech language - LTCF	1	€ 12.155,00	21%	€ 2.552,55	€ 12.155,00
-30% Discount	1	€ -3.646,50	21%	€ -765,77	€ -3.646,50
Provision of a working version of the Pyxicare software in Czech language - HC Price only applicable if combined with the Pyxicare software for interRAI LTCF.	1	€ 5.610,00	21%	€ 1.178,10	€ 5.610,00
-30% Discount	1	€ -1.683,00	21%	€ -353,43	€ -1.683,00
Pyxicare training - per hour	2	€ 130,00	21%	€ 54,60	€ 260,00
Meetings - per hour + 3 additional meeting hours: free	2	€ 130,00	21%	€ 54,60	€ 260,00
Research license Pyxicare premium - LTCF - per year Subscription covering the usage of the Pyxicare software, cloud access, updates and 2nd line helpdesk support, for a maximum of 400 clients.	1	€ 750,00	21%	€ 157,50	€ 750,00
Research license Pyxicare premium - HC - per year Subscription covering the usage of the Pyxicare software, cloud access, updates and 2nd line helpdesk support, for a maximum of 400 clients.	1	€ 750,00	21%	€ 157,50	€ 750,00
				Total excl. VAT	€ 14.455,50
				VAT 21%	€ 3.035,65
				Total incl. VAT	€ 17.491,15
				Total amount	€ 17.491,15

Both parties agree to the content of the quotation.

Pyxicare
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Charles University
Prof. Jaroslav Roh PharmD, Ph.D.

Pyxicare® Pricing Policy

Pyxicare® is offered via a subscription model (SaaS or Software as a Service). This allows organizations to become operational quickly without heavy investment costs.

The price of the Pyxicare® subscription depends on the number of "active clients" (clients) processed with Pyxicare. The price per active client per year depends on the tools used and the volume.

For residential care centers and hospitals, the number of active clients corresponds to the number of living accommodations (beds), for daycare centers and short-stay facilities to the number of licensed places, for service flats to the number of flats. For home care and general practitioners, this translates into a price per active client per year. A client is considered "active" during a year when data about the client is consulted, created, or modified in Pyxicare during that year.

Pyxicare Applications and Pricing Formulas

Within the Pyxicare platform, three applications are available that work together but can also be used separately:

1. **Pyxicare:** interRAI app for mobile care evaluations using the interRAI instrument;
2. **Pyxicare Inspect:** Quality dashboard providing insight into overarching quality data;
3. **Pyxicare Flow:** Follow-up of your quality projects according to the Menso model.

For each application, there is a STANDARD and PREMIUM formula, each with its own options.

PYXICARE - STANDARD

Included in your subscription:

- Use of the Pyxicare app for up to 10 employees, including updates
- Access to 2 interRAI instruments, for example, InterRAI LTCF and screener
- Support via email & phone
- Care plan advice (e.g., care goals, observations, goals,... for CAPs)
- Low-threshold and secure management:
 - Assign clients to departments
 - Archive clients
 - Secure backups

PYXICARE - PREMIUM

Included in your subscription: everything from Pyxicare STANDARD +

- Unlimited number of employees
- Unlimited number of InterRAI instruments (if available in Pyxicare)
- Self-management of users, clients, and departments via backoffice
- Insight into CAPS and scales: "triggers"
- Integration with care records (where available)

PYXICARE INSPECT -- STANDARD

Included in your subscription:

- Use of the Pyxicare Inspect application for 2 employees, including updates
- Support via email & phone
- Integration with care records (where available)

PYXICARE INSPECT - PREMIUM

Included in your subscription: everything from PYXICARE INSPECT -- STANDARD +

- Unlimited number of employees
- Self-management of users, clients, and departments via backoffice

PYXICARE FLOW - STANDARD

Included in your subscription:

- Use of the Pyxicare Flow application for 2 employees, including updates
- Support via email & phone

PYXICARE FLOW - PREMIUM

Included in your subscription: everything from PYXICARE FLOW -- STANDARD +

- Unlimited number of employees

All mentioned services and options per formula are minimum services. Pyxima reserves the right to add additional services, functionalities, and options to these formulas or, if applicable, create additional formulas with new possibilities. If certain functionalities, which are normally not available in a specific formula, are (temporarily) available, they may become unavailable later.

Optional services:

For all STANDARD formulas:

- Additional employee: €4 per client per year per extra employee
- Integration with care records: €50 per month per campus (where available)

For all PYXICARE FLOW formulas:

- Menso membership via basic subscription or plus subscription as mentioned in the quote. Note: this Menso membership is a necessary basis to work with Menso, and thus also with Pyxicare Flow.
- Menso start training.
- These services are provided by Menso vzw and its partners and will be invoiced by Menso vzw.
- By confirming this quote, you enter into an agreement with Pyxima for the Pyxicare software services and simultaneously with Menso vzw for the Menso services.

For all formulas:

- Single sign-on (SSO) for centralized login via Microsoft: €250 one-time configuration cost.
- Additional data export in Excel format upon request: €750 per export, or €1750 per year for monthly exports.
- Additional security logs upon request: €250 per extract.

Technical requirements for PYXICARE:

- Pyxicare is an app that functions on tablets, laptops, or computers on the Android, Windows, and iOS platforms.
- The app can be installed by the customer via the respective app stores.
- We recommend the use of a tablet or a portable computer with a touchscreen with a minimum screen size of 9 inches.
- Minimum versions: Android 8.1, Windows 10, or iOS 10.
- For certain functionalities, such as retrieving PDF reports or synchronizing data with other devices, an internet connection is required.
- For internet connection, access to outgoing port 443 is required.

- Always consult us before rollout for support options on your devices and within your network.

Technical requirements for PYXICARE INSPECT and PYXICARE FLOW:

- Pyxicare Inspect and Flow are web applications that function on common web browsers and on most platforms such as Android, Windows, iOS, and Apple.
- For the use of these applications, an internet connection with access to outgoing port 443 (HTTPS) is required.
- Both applications are optimized for use on laptops and computers with common screen resolutions.

Billing conditions:

- Subscription or license: billing at the start or renewal of the subscription period.
- The number of active clients is determined at that time for the next period.
- Residential care centers, service flats, or hospitals: the paid subscription is calculated per living accommodation (bed or flat). At the start, a rollout plan is determined in mutual agreement; the subscription is calculated based on the average number of beds in the rollout plan during the subscription period. Post-calculation is only applied if the actual number of active clients during this period is more than 30% higher than what was determined in the subscription.
- Home care and general practitioners: the paid subscription is considered an advance and is periodically adjusted based on the actual usage of active clients per year (at least annually or upon renewal of the subscription). If the usage is higher than what the advance covers, the difference is invoiced. Any credit is deducted from future invoices.
- Payment terms: payment within 30 calendar days after the invoice date. In case of non-payment of the invoice on the due date, a compensation of 10% with a minimum of 75 euros is automatically due, as well as a late payment interest of 10% per year.

PYXICARE®: GENERAL TERMS AND CONDITIONS FOR SOFTWARE USE, MAINTENANCE, AND HOSTING

1. DEFINITIONS

For this Agreement, terms in capital letters that are not further defined in the Agreement refer to the meanings and definitions assigned to them respectively hereinafter:

"Agreement" means these general terms and conditions of the Pyxicare® software and all Annexes, the Order Form, and documents attached or referred to.

"Administrator" means the person authorized by the Customer to determine the access rights of Users to the Software or to request a data export.

"Annex" means an annex to this Agreement.

"Customer" means the organization or enterprise that has agreed to this Agreement by confirming an Order Form that refers to these General Terms and Conditions, or by accepting this Agreement in another legally binding manner. The VAT, company-, or KVK number, or other official identification number of the Customer, will be included in the Order Form (if known).

"Pyxima" means Pyxima NV, a public limited company established under Belgian law, with its registered office at Winkelom 77/2, 2440 Geel, company number 0809.149.353.

"Software" means the Pyxicare® software for which the Customer is granted a usage license under the terms of this Agreement, as well as all other software, updates, or error corrections provided by or on behalf of Pyxima, and all related data, information carriers, files, manuals, programming guides, instructions, messages, warnings, and other documents related to the Software that are delivered to the Customer by or on behalf of Pyxima or otherwise distributed by Pyxima.

"Hardware" means all devices, owned by the Customer, that meet the specifications indicated by Pyxima, and on which the Software is installed and executed under the direct control of the Customer.

"Information Systems" means any component of the Hardware and Software used for the Hosting Services, currently managed by Pyxima (or by its subcontractors if Pyxima outsources the hosting of the Software) and directly related to the provision of the Service covered by this Agreement. For clarity: it does not include data on the server that belongs to third parties, nor other programs on the server that relate to third parties or to Pyxima's business activities that are separate from the hosting.

"User" means employees, agents, contractors, consultants, suppliers, or other individuals authorized by the Customer to use the Software and/or Service.

"Client" means a patient or care user whose Personal Data is processed in the Information Systems.

"Data" means any content, materials, data, and information entered by the Customer or its Users into the Information Systems, including Personal Data.

"Service" means the Hosting and Maintenance Services.

"Hosting Services" means the services as described in Article 4.

"Maintenance Services" means the services as described in Article 5.

"Personal Data" means all information about an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

"Working Day" means any day except a Saturday, Sunday, or recognized public holiday in Belgium, except for periods when the Pyxima helpdesk is not available, and which are communicated in advance by Pyxima.

"Working Hours" means from 9:00 to 12:00 and from 13:00 to 17:00 on a Working Day in Belgium.

"Confidential Information" means all oral, written, graphic, or physical information, generally not available to everyone, including but not limited to information related to Pyxima's software, including the Software, products, processes, know-how, trade secrets, customers, suppliers, sales and profits, human resources management, employees and former employees, or financial data, as well as all background information, data, documents, and/or material belonging to Pyxima and used by the Customer during the term of this Agreement or to which the Customer would have access during the execution of this Agreement. All information about Pyxima that the Customer acquired before the Effective Date of this Agreement and all information that the Customer provides to the Licensor in the context of the negotiation or execution of this Agreement is also considered Confidential Information.

"Documentation" means a description of the functionality (whether technical or not) and possible applications of the Software, whether included in the Software, in separate manuals, or on other information carriers.

"Order Form" means all written order forms, order notes, or other documentation related to the order (including a registration web page or website if the Customer orders online) that are entered into by Pyxima and the Customer, and which states the price, subscription terms, and other specific conditions applicable to the Software and/or Service.

"Effective Date" means the start date of the Pyxicare® subscription as stated in the Order Form.

"Term" means the duration of the Agreement as set out in Article 12.

"Good Industry Practice" means the exercise of reasonable skill, care, prudence, efficiency, foresight, and timeliness as may be expected from a person in the IT sector with reasonable and appropriate competence, training, and experience in providing products and/or services similar to the Software, Hosting Services, and/or Maintenance Services.

"InterRAI License" has the meaning as defined in Article 3.

"InterRAI Technology" has the meaning as defined in Article 3.

"Aggregated Information" refers to information derived from the collection of Data related to multiple Clients, which, as a result of aggregation, can no longer be directly or indirectly identified.

"Anonymized Data" means Data that can no longer be directly or indirectly traced back to identified or identifiable natural persons.

2. USAGE RIGHTS

- 2.1 License Grant. Subject to payment by the Customer of the fee set out in the Order Form, Pyxima grants the Customer a non-exclusive and non-transferable right, which the Customer accepts, to use the Software on its Hardware, and Pyxima will provide the Service, all in accordance with and for the period specified in the Order Form, allowing Users to use the Software and the Service. This use is strictly limited to the purposes indicated in the Documentation and subject to the conditions set out in this Agreement and the Documentation.
- 2.2 Integration with computers and other software. The Customer may integrate the Software for use on one or more Hardware devices with other software, but any Software component that is integrated with other software remains subject to the general terms of this Agreement.

- 2.3 Copies of Documentation. The Customer may copy the Documentation provided that all information about copyright and other intellectual property rights as included in the original Documentation remains an integral part of all copies and that these copies are intended solely for internal use by the Customer. The Customer is not permitted to pass on the Documentation or copies thereof to third parties or otherwise distribute it outside the Customer's organization.
- 2.4 Usage Restrictions Unless expressly permitted by this Agreement, the Customer -- and it will also not allow third parties to -- (i) apply reverse engineering or attempt to discover the source code, underlying ideas, or algorithms of the Software (except where applicable law prohibits the imposition of reverse engineering restrictions); (ii) offer, lease, lend, disclose, use for timesharing or service bureau services, or otherwise use or allow others to use for the benefit of third parties (unless expressly, specifically, and in writing permitted by Pyxima); (iii) disclose benchmark studies or comparative studies regarding the Software to third parties (such as in press articles or external publications) (unless expressly and specifically permitted by Pyxima); (v) modify the Software or create derivative works from it; or (vi) remove or alter any copyright, trademark, or other notice of intellectual property rights related to the Software or any part thereof.

3. USE OF INTERRAI INSTRUMENTS AND DATA

- 3.1 The Customer acknowledges that the Software contains or uses certain third-party and/or open-source software, including the technology licensed by interRAI to Pyxima ("**interRAI Technology**"). The Customer acknowledges that the interRAI Technology is subject to and governed by, and the Customer agrees to comply with, a license granted by interRAI to Pyxima ("**interRAI License**").
- 3.2 The Customer explicitly agrees, to the extent that it uses the instruments licensed by interRAI, to comply with the following conditions when using the Software:
- i to read, accept, and click "accept" when the Software displays these terms on the screen, and by accepting these terms, it also accepts the interRAI license agreement ("interRAI END USER LICENSE AGREEMENT"), which is attached to this Agreement as Annex A;
 - ii to register with Pyxima as a condition to use the Software, in order to comply with the interRAI license requirements. The information to be provided by the Customer includes the name of the Customer, its address and phone number, and the name, phone number, and email address of a contact person. The Customer explicitly authorizes Pyxima to transfer this registration data to interRAI as part of the royalty reports that will be prepared in execution of the license agreement between interRAI and Pyxima; and
 - iii the Customer agrees that only its anonymized Data may be sent to (interRAI) researchers, as part of the interRAI license agreement, to the extent permitted by local law. Pyxima guarantees that Anonymized Data will only be sent to interRAI researchers who are bound by the European Privacy Directives and with whom it has concluded an agreement prior to the data transfer.
- 3.3 Encryption. Data entered by Users into the Software will be stored in encrypted form in the Hardware by the use of the Software, and encrypted Data will then be sent regularly by the Software to the Hosting Service.
- 3.4 Integration with government platforms. The Customer agrees that all Data sent to the Hosting Service may be sent to government platform(s) in the Customer's country if applicable and to the extent permitted or required by local law.
- 3.5 Aggregated information. The Customer is aware that the Software produces aggregated information based on the data collected and processed by the users. Pyxima has access to

such aggregated information, which may, for example, be made available to other Customers for benchmarking purposes.

4. HOSTING SERVICES

- 4.1. Pyxima agrees to store the Data entered into or resulting from the use of the Software by the Customer on the Information Systems owned or managed by Pyxima or by subcontractors chosen by Pyxima. The Customer will have online access via an application provided by Pyxima to store and modify Data entered by the Customer on such Information Systems, and to allow Users to maintain and update Data.

Pyxima will provide the Customer with the appropriate installation instructions and passwords that Users need to install this application and to access the Hosting Services.

Each User must register with Pyxima and agrees to comply with all obligations of the Customer as set out in this Agreement with respect to the use of the Software and Documentation and the Hosting Services. Users will be allocated certain space in the Information Systems, intended for the Customer, where they can store Data.

The Administrator of the Customer is responsible for determining the access rights of each User of the Customer to the Software and the Hosting Services.

- 4.2. The Customer may, via the Administrator, request a copy (export) of its Data once per calendar year. The costs for this are included in the subscription price as set out in Article 6. The Customer acknowledges that, once the Data is outside the secured Information Systems and/or the Software of Pyxima, Pyxima no longer bears any responsibility for the security of the (exported) Data, and the Customer is solely responsible for the security of the (exported) Data.
- 4.3. The Customer guarantees, on behalf of itself and its Users, to correctly use the provided updates of access rights and not to disclose passwords and other settings that help secure access to the Information Systems.
- 4.4. The costs for Hosting Services are included in the subscription price as set out in Article 6.

5. MAINTENANCE SERVICES

- 5.1 To ensure the functionality of the Software and its use by the Customer on a continuous basis, and to enable uninterrupted access to the Data, Pyxima will provide the following services ("**Maintenance Services**"):

a) *Preventive Maintenance*: includes an audit and remote cleanup of the Software and databases, with the aim of monitoring their operation. The objective of the maintenance during this intervention is to remove unnecessary and temporary files, back up Data, and perform updates if necessary. This maintenance aims to prevent problems;

b) *Corrective Maintenance*: corrects anomalies (if correction is possible), or provides a "bypass" solution or repair of the Software so that the Customer retains access to the Software and can continue to use it;

c) *Curative Maintenance*: in the event of Software malfunctions, including: (i) telephone support during Working Hours where the Customer follows telephone instructions, (ii) remote intervention by installing a patch. After the Customer has prepared an error report, Pyxima will diagnose the problem as quickly as possible and take the necessary steps based on the diagnosis; and

d) *Adaptive Maintenance*: includes (i) improvements related to changes in the technical environment or standardization, (ii) installation of new features and Software updates. These Software "updates" include, if applicable: (i) minor improvements to existing Software features (e.g., design, look and feel) at Pyxima's discretion; (ii) adjustments to the Software that have

become necessary due to changes in the database of the operating or hardware system and/or, (iii) Software adjustments that Pyxima is legally required to make.

Pyxima commits to making changes to the Software during adaptive maintenance to allow the Customer to comply with amended legislation, provided that these changes can be implemented at the time Pyxima has scheduled adaptive maintenance and that these changes do not take more than 20 man-hours. If the changes need to be made at a different time and/or take more than 20 man-hours, Pyxima will implement these changes at the Customer's expense, after Pyxima has reached an agreement with the Customer regarding the cost and scope of the adjustments. In any case, the Customer must clearly indicate to Pyxima which adjustments are required to comply with amended legislation, for which the Customer is exclusively responsible.

- 5.2 Pyxima will perform updates and maintenance during a fixed monthly maintenance window (e.g., every first and third Tuesday of the month between 16:00 and 24:00). The Customer will be informed in advance of the timing of the fixed monthly maintenance window and any changes thereto by Pyxima. However, Pyxima reserves the right to perform urgent updates to the Software at another time, even without prior notice to the Customer.
- 5.3 After the Customer's call or email to report a malfunction or error, Pyxima will provide assistance within a reasonable time.
- 5.4. The Customer agrees to always have at least the second-to-last version of the Software (most recent version -2) installed and in use. Pyxima only supports the most recent, the second-to-last, and the third-to-last version of the Software and will not be obliged to provide Maintenance Services to the Customer if the latter uses a version of the Software that is older than the third-to-last version of the Software and cannot be held liable for any loss and/or damage to Data in such a case. Under "version," the first and second digits in the version number are understood. All other possible additions and/or numbers in the version number do not count. Some examples: version numbers 2.4.4, 2.5.0, and 2.6.1.20182108 are reduced to versions 2.4, 2.5, and 2.6. If the most recent version number is 2.7.10.23, versions 2.7, 2.6, and 2.5 are supported.
- 5.5 The following items are not included in the basic package of Maintenance Services that must be provided under this Agreement and will give rise to separate billing of the interventions if the work was performed as a result of an order, action, or omission of the Customer, respectively: (i) initial and further training; (ii) interventions outside Working Hours; (iii) major adjustments to the Software, such as adding new functionalities; (iv) development of new programs/software; (v) breach of maintenance standards by the Customer; (vi) incidents after error handling, negligence, incorrect use, and in general, any non-conforming use; (vii) changes or interruptions in electrical power or telephone outages; (viii) necessary performances due to unauthorized interference with the source code by the Customer or third parties; (ix) maintenance of the Hardware; (x) repairs or modifications of the Software made by someone other than Pyxima; and (x) specific developments (e.g., additional functionalities) at the request of the Customer.
- 5.6 The Customer agrees to: (i) carefully ensure that the Software is used in a normal manner and that Pyxima's instructions are followed; (ii) describe situations and problems for which it wants Pyxima to provide a solution as accurately and concisely as possible; (iii) not modify the Software flow diagram for installing files; (iv) grant Pyxima, if reasonably necessary in the context of the execution of the Agreement, free access to the Hardware used to run the Software. All equipment and devices (including the Hardware) must comply with Pyxima's standards and guidelines. In case of a breach of the conditions set out in this Agreement, Pyxima may terminate the Agreement..

6. PRICES AND PAYMENT TERMS

- 6.1 Payment of the subscription fee and other costs specified in the Order Form will be made within thirty (30) calendar days after the invoice date and without any delay, counterclaim, or deduction.

6.2 Pyxima has the right to adjust the prices once per calendar year on the anniversary of this Agreement in accordance with the evolution of the index using the following formula:

$$P_{n-1} = 0.20 \times P_{0-1} + (0.80 \times P_{0-1}) \times I_{n-1}/I_{0-1}$$

Where:

- P_{n-1} is the new price valid from the anniversary of the Agreement;
- P_{0-1} is the price as stated in the Order Form;
- I_{n-1} is the Agoria index of reference wages in the ICT sector for the month preceding the anniversary of the Agreement; and
- I_{0-1} is the Agoria index of reference wages in the ICT sector for the month preceding the signing of the Order Form.

The Agoria tables for the province of Antwerp, Reference Wages Eur/hour, for companies with fewer than 10 employees, are used, accessible via <https://tools.agoria.be/nl/Refertelonen-overzichtstabellen>.

For Subscriptions where both the Term and the billing period, as set out in the Order Form, are longer than one year, a price adjustment can only take place, in application of this Article 6.2, at the agreed billing moments.

6.3 In case of late payment, and after a reminder by Pyxima, (i) interest will be added without the need for prior notice, at a rate of eight percentage points above the base rate of the European Central Bank, calculated on a daily basis, (ii) a penalty will be due amounting to ten percent (10%) of the late payments, with a minimum of seventy-five (75) euros, as compensation for incurred costs, and this without prejudice to Pyxima's right to any additional damage claims (including but not limited to reasonable compensation for any additional costs provided for under applicable law), and (iii) Pyxima may suspend the Customer's ability to use the Software and Service until full payment is received.

6.4 Unless otherwise specified in the Order Form, Pyxima will invoice all amounts, and the Customer will make payments in Euro.

6.5 The Customer may, during the Term of the subscription, add additional Users or Clients, or other Data that affects the price calculation used in the Order Form, by way of an addendum to the Order Form, which then becomes an integral part of the amended Order Form. The term of each addendum will coincide with the term of the Order Form regardless of the date of the addendum; the charged amount will be prorated. Pyxima will, based on usage reports, invoice the additional usage, and the Customer will accept an addendum to the Order Form reflecting the additional usage. The additional usage will be charged from the moment the additional usage started.

6.6 Pyxima may also monitor the number of Users or Clients for the purpose of measuring the use of the Service and may use this data to improve its products and services and to provide usage reports to the Customer.

7. PROPERTY RIGHTS

Pyxima guarantees that it is the owner of the Software and/or that it has the right to grant the Customer a license for the Software. All property rights over the Software and Documentation belong to Pyxima and are protected by copyright, patents, trademarks, and/or trade secret legislation. Except for the limited rights granted therein, this Agreement does not transfer any property rights over the Software or Service. All rights not expressly granted to the Customer in this Agreement are reserved by Pyxima and its licensors.

All claims and property rights included in the Software and Documentation are retained by Pyxima and protected by copyright, patent, trademark, and/or trade secret laws. The Customer agrees to take all necessary steps to protect Pyxima's property rights over the Software and Documentation, including, but not limited to, the correct representation of copyright, trademark, and other notices of property rights in copies of the Software and Documentation, and not to disclose them to third parties without Pyxima's prior written consent. The Customer is obliged

to reproduce and include all copyright, trademark, or property notices and other inscriptions and logos in all copies of the Software and Documentation.

8. CONFIDENTIALITY

- 8.1. Each party may not disclose Confidential Information of the other party to third parties without the prior written consent of the other party.
- 8.2. The above obligation does not apply to Confidential Information that: (a) is already known to the Customer; (b) is made public without the Customer breaching or violating this Agreement; (c) the Customer has obtained from a third party and to which no disclosure restriction applies, and without that third party having breached a confidentiality obligation; or (d) the Customer is required to disclose by law or by order of a competent court.
- 8.3. The Customer guarantees that the conditions in this Article 8 regarding confidentiality will apply to board members, officers, or employees. The confidentiality obligation of the board members, officers, and employees will also remain in force after their period of employment with the Customer.
- 8.4. The Customer may not use the aforementioned Confidential Information after the termination of this Agreement. The confidentiality obligations set out in this Article 8 will remain binding for a period of ten (10) years after the termination of this Agreement.

9. OWNERSHIP OF DATA

The Customer is responsible for the Data stored on the Information Systems used for the Hosting Services. The Customer remains at all times the owner of the Data stored on the Information Systems.

10. PROCESSING OF PERSONAL DATA

- 10.1 The Customer determines the purposes and means for the collection and processing of Personal Data of Clients processed by the Software and stored through the Hosting Services. The Customer guarantees that its Users will only use the Software and Hosting Services to process Personal Data of Clients collected at the organizational level.
- 10.2 The Customer is responsible for compliance with the laws and regulations regarding privacy, data protection, and medical confidentiality, including, where applicable, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation or GDPR), the Belgian Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data (for Belgian Customers), and the Dutch Data Protection Act (for Dutch Customers).
- 10.3 The Customer guarantees that all Personal Data stored through the Hosting Services have been collected lawfully and in accordance with privacy legislation, including, but not limited to, obtaining, where necessary, the explicit and written consent of the Clients for the processing of their Personal Data and informing the Clients regarding the processing of their Personal Data.
- 10.4 The Customer will obtain the explicit and written consent of the Clients for sending their Anonymized Data to interRAI researchers, as part of the interRAI license agreement, to the extent permitted by local law. Clients always have the right not to grant their consent or to withdraw previously granted consent.
- 10.5 In connection with the processing of Personal Data of Clients by the Software and through the Hosting Services, Pyxima acts as a processor on behalf of the Customer, who is the data controller. The processing of Personal Data of Clients by Pyxima as a processor is further regulated in Annex B to this Agreement. Pyxima's liability for the processing of Personal Data of Clients under this Agreement (including Annex B) is subject to the provisions of Article 14.
- 10.6 In the context of this Agreement, Pyxima, as the data controller, processes certain Personal Data (name, function, company, professional contact details, etc.) of (contact persons of) the

Customer. This Personal Data is processed for the purposes of (i) the execution of the Agreement, (ii) taking pre-contractual measures at the request of the Customer, (iii) customer administration, (iv) billing, (v) marketing and promotion, and (vi) compliance with legal and regulatory obligations incumbent on Pyxima. The legal basis for the processing is (i) the necessity of the processing for the execution of the Agreement or to take measures prior to the conclusion of an Agreement, (ii) the necessity of the processing to comply with legal and regulatory obligations incumbent on Pyxima, and (iii) the necessity of the processing for the legitimate interests of Pyxima, which include, among others, Pyxima's interest in developing its business activities. The Personal Data may be transferred by Pyxima to service providers with whom Pyxima has a contractual relationship. The data subject whose Personal Data is processed by Pyxima has the right to request Pyxima for access to and rectification or erasure of the Personal Data or restriction of processing concerning them, as well as the right to object to processing and the right to data portability, all within the conditions of the General Data Protection Regulation. The data subject also has the right to lodge a complaint with a supervisory authority. The Personal Data will be retained by Pyxima for the duration of the Agreement and will be deleted when they are no longer necessary for the purposes described above. The Customer undertakes to inform its staff, agents, consultants, and appointees about the content of this Article 10.6.

11. CONTROL

Pyxima has the right to inspect the premises, offices, or commercial space of the Client at any time during normal working hours, or to appoint an independent third party to carry out the inspection, in order to verify that no unlawful copies have been made of the Software or Documentation and that the Client uses the Software and Documentation in accordance with all the present terms and conditions. The costs of such an inspection will be borne by Pyxima, unless the inspection reveals that the Client has violated one or more of the present obligations; in that case, the costs will be charged to the Client.

12. DURATION AND TERMINATION

- 12.1 **Duration.** The license granted in this Agreement commences on the Effective Date and is valid for a period as specified in the Order Form. Thereafter, the Agreement is automatically renewed for successive periods of the same duration, unless terminated by either Party by registered letter, or by email with read confirmation, and at least 3 months before the end of the current period, or unless terminated by either Party in accordance with another provision of this Article 12.
- 12.2 If the Customer violates any of the provisions of this Agreement and fails to respond to a notification to that effect within fifteen (15) calendar days, Pyxima reserves the right to suspend or terminate the Hosting Services and/or the Agreement in whole or in part, without prejudice to the payment due for the Hosting Services and license subscriptions. Suspension or interruption of the service by Pyxima, as a form of sanction against the Customer for violating the rules, does not entitle the Customer to any form of compensation. The Customer is obliged to compensate Pyxima for the remaining duration of the Agreement.
- 12.3 Pyxima may terminate the Agreement by registered letter to the Customer in the following cases: (a) with immediate effect, if the Customer, despite a notice of default in which a reasonable period has been set, continues to materially fail to comply with the license agreement with interRAI even after the expiry of that period; (b) with immediate effect, if the interRAI license expires or is terminated for any reason; (c) with a notice period of one (1) month, if interRAI and Pyxima reasonably agree to amend the interRAI license and the Customer refuses to comply with these amended conditions.
- 12.4 Upon expiry or termination of the Agreement, the Customer must immediately return or erase/destroy the Software and Documentation and all copies thereof in its possession. In that case, the Customer must send Pyxima a notification in which it declares in writing that the Software, Documentation, and all copies thereof in its possession have been returned or destroyed.

- 12.5 On the date of the effective termination, the Customer's access to the Service will be terminated. The Customer will have the opportunity to consult its Data during the Term of the subscription period as specified in the Order Form, unless it was terminated earlier in accordance with this Article 12. The Customer can obtain an export of its Data entered during the subscription period, insofar as this is technically possible depending on (i) the availability of "self-service" extraction tools compatible with the Service, (ii) the extent of the Customer's Data stored via the service, and (iii) the frequency and timing of the export. The Customer can request this export up to two (2) months after the expiry of the subscription period..
- 12.6 Articles 7, 8, 13, 14, and 15 will survive the expiration date or termination of this Agreement.

13. GARANTEE

13.1 Regarding the Software and Documentation

- 13.1.1 Pyxima warrants, as long as this Agreement is in effect, that the Software will largely function in accordance with the Documentation. This warranty does not apply if (i) the Software or Service is not used in accordance with this Agreement and/or the Documentation; or (ii) any non-conformity is caused by products, content, or services of a third party; or (iii) the Software or Service was made available free of charge or as a trial.
- 13.1.2 Pyxima warrants that the Software complies with the product description of the Software. However, Pyxima cannot guarantee that the functions of the Software will meet the requirements of the Customer, or that the Software will operate uninterrupted or completely error-free, or that all shortcomings can be rectified. The Software will be deemed to have been delivered in accordance with the agreement if the Customer does not notify Pyxima in writing of the points of non-compliant delivery within 10 working days of commissioning.
- 13.1.3. Pyxima will in no case be liable for errors attributable to: products (including the Hardware) and software other than the Software, use of the Software that is incompatible or contrary to the Documentation or conditions of this Agreement, or an accident, negligence, improper use, or misuse of the Software attributable to the Customer.
- 13.1.4. Except as provided in this Article 13, Pyxima makes no other warranties with respect to the Software and Documentation, including but not limited to express or implied warranties, and Pyxima expressly disclaims the warranties of merchantability and fitness for a particular purpose, and all other express or implied warranties.

13.2 Regarding the Hosting Services

- 13.2.1. Pyxima will, in accordance with Good Industry Practice, use its best efforts to (i) minimize the risk that third parties gain unauthorized access through the Software to Data provided by the Customer and (ii) limit the risk of damage to such Data or the introduction of viruses in or through the Software.
- 13.2.2 Pyxima will provide a firewall to protect the Information Systems and will take the necessary measures to protect the Data of the Customer.
- 13.2.3 Pyxima, or its subcontractor, will make daily backups of all Data on the Software for its own use every Working Day, with the sole purpose of restoring Data in case of problems with the Information Systems. This Agreement provides no guarantee with respect to backups of the Data, but does impose a best-efforts obligation on Pyxima. The Customer acknowledges that storing the Data on the Information Systems of Pyxima or its subcontractor and their backup is sufficient to provide the warranty required for such Data. Insofar as it concerns changes with regard to subcontractors who also perform processing operations with regard to the Personal Data of the

Customer's Customers, the provisions of Article 5.3 of the Processor Agreement apply.

13.2.4 Pyxima reserves the right to change the characteristics of its technical infrastructure and its choice with regard to subcontractors at any time. However, such changes must provide the Customer with results that are at least equivalent to the results that were guaranteed at the time of signing this Agreement.

13.2.5 Pyxima will grant the Customer access to its premises, personnel, and systems and, if applicable, its subcontractors, to verify whether Pyxima is complying with its obligations herein, including (but not limited to) its obligation to make backups and reports in accordance with this clause, subject to prior and written notice to Pyxima, and if the Customer (i) complies with its obligations set out in the confidentiality clause in Article 8 and (ii) complies with Pyxima's internal security procedures.

13.3 The Customer will notify Pyxima in writing of any non-conformity described in this Article 13 within ten (10) Working Days of discovery by the Customer of this non-conformity.

14. LIABILITY

14.1 Except for deviating provisions included in the quotation, in any special agreement between the Customer and Pyxima or in this Article 14, Pyxima is not liable to the Customer or third parties unless the damage was caused by the gross negligence of Pyxima. In any case, Pyxima cannot be held liable for the compensation of indirect or consequential damage, such as, but not limited to, loss of profit, loss of goodwill, damage to reputation, business interruption damage or loss of turnover.

The limitations of liability in this Article 14 do not apply in the event of intent or fraud on the part of Pyxima; they do apply in the event of intent or fraud on the part of its appointees or implementing agents.

For the liabilities as stipulated in this agreement, the Customer can only hold Pyxima liable contractually, and therefore not extra-contractually. This exclusion also applies to Pyxima's self-employed employees, appointees, subcontractors and directors.

14.2 Pyxima disclaims all liability for the content of the Software and the Documentation, including but not limited to references to authors, entities that have provided the scales or other parameters used in the Software, etc.

14.3 The Customer acknowledges that, even if he uses the Software and Documentation, he does not expect or can expect any medical advice of any kind from Pyxima. Pyxima can also not be held liable for measures or decisions taken as a result of or when using the Software and Documentation by the users of the Software and Documentation, and which could lead to (medical) negligence on the part of the users or the Customer.

14.4 Pyxima can in no case be held liable for access speeds (via the internet or any other network) between the Customer's device and the Hosting Services or for external delaying factors.

14.5 With regard to the Software, Pyxima's liability for a serious contractual breach of the provisions of Article 13 above is limited to, at the Customer's option, the replacement within a reasonable period of the defective Software by similar Software that complies with the provisions of Article 13 above or the termination of the use of the Software and Hosting Services and the refund of the subscription fees that the Customer has paid for this (as specified in the Order Form), starting from the date when the Customer reported the non-conformity. If the Customer opts for the second option, the subscription will be legally and automatically terminated, without any right of the Customer to further use of the Software.

14.6 With regard to the Hosting Services, Pyxima's liability in the event of loss (despite the precautionary measures taken by Pyxima, including the backup on another server) of the Data

hosted and stored by Pyxima is limited to the costs of restoring the last backup. Pyxima is not liable for other costs or damage as a result of the loss of Data.

- 14.7 Pyxima is not responsible for the non-delivery or delayed delivery of the Hosting Services if such non-delivery or delay occurs with regard to Users who are not authorized to use the Software under this Agreement, or if:
- the Customer is in breach of the obligations that he must comply with under this Agreement; or
 - the Customer does not notify Pyxima in a timely manner of the non-delivery, where Pyxima could not reasonably be aware of it in any other way.
- 14.8 The Software offers the possibility to download PDF reports and Data and then save them locally (e.g. on the device) or share them via other applications (e.g. email, DropBox, iCloud, etc.). The Customer acknowledges that, once the Data is outside the secured Information Systems and/or the Software of Pyxima, Pyxima no longer bears any responsibility for the security of the Data and the Customer is solely responsible for the security of the Data.

15. DIVERSE

- 15.1 Priority of documents. In the event of conflict or inconsistency between the components of this Agreement, the following order of precedence will apply: (i) the Order Form; (ii) the schedules, product annexes, documents and appendices added to or referred to by the Order Form, including the Processor Agreement, (iii) these General Terms and Conditions.
- 15.2 Entire agreement. The Customer declares that this Agreement is the complete and exclusive agreement statement between the parties and that it supersedes all proposals or prior written or oral agreements regarding the Software, and all other communication between the parties regarding the subject of this Agreement. The Customer's general terms and conditions, if any, do not form part of this Agreement, unless they have been expressly and in writing approved by Pyxima.
- 15.3 Waiver, Amendment, or Modification. All waivers, amendments or modifications to any provision herein, or to any right, remedy or authority under this Agreement, will not be effective unless made in writing and signed by the parties. The non-exercise or delayed exercise of a right, power or remedy by a party with respect to its rights herein will not operate as a waiver thereof for the future.
- 15.4 Severability. If a condition, provision or part of this Agreement is declared invalid, void, or unenforceable by a competent court, the remainder of this Agreement will not be affected or affected thereby, and all conditions, provisions and parts will remain in full force.
- 15.5 Continuation. The conditions, provisions and warranties in this Agreement, which by their meaning and context are intended to survive the termination thereof by the parties herein, will continue to exist after the termination of this Agreement.
- 15.6 Notification. All notices or other communications in this Agreement will be deemed lawful when made in writing and delivered to the registered office of the other party.
- 15.7 Force majeure. If a party cannot fulfill its obligations herein, it will be relieved to the extent and for as long as such inability is due to a case of force majeure, including but not limited to war, invasion, fire, explosion, flood, riot, strike, natural disasters, measures by the government or government institutions, or measures, circumstances or causes over which the party has no reasonable control. If a case of force majeure continues for more than three months, the non-affected party has the right to terminate this Agreement in writing with a notice period of one month.
- 15.8 The Customer may not assign, delegate, pledge or transfer this Agreement to a third party, nor its rights or obligations under this Agreement, nor any confidential information, without Pyxima's

prior written consent. Pyxima may assign this Agreement to any of its affiliates and may, at its own discretion, outsource parts of this Agreement to subcontractors, with the exception of the situation as referred to in Article 5 of the Processor Agreement.

- 15.9 By signing the Order Form, the Customer automatically also signs this Agreement and its annexes.

16. APPLICABLE LAW AND COMPETENT COURTS

- 16.1 Applicable law. This Agreement is governed by Belgian law, excluding the Vienna Convention on Contracts for the International Sale of Goods.
- 16.2 Competent courts. All disputes between the parties connected with or arising from this Agreement will be subject to the Belgian courts of Antwerp.

In witness whereof, the Parties have executed this Agreement as of the Effective Date.

ANNEX A

interRAI END USER LICENSE AGREEMENT

By clicking on “accept” where indicated below, or by installing or otherwise using the Pyxicare® software (the “Software”) provided by Pyxima (the “Vendor”), you are deemed to have agreed to the terms and conditions of this License Agreement with interRAI.

InterRAI is a non-profit corporation formed in the District of Columbia of the United States and is a collaborative network of researchers in over 25 countries committed to improving health care for persons who are elderly, frail or disabled. InterRAI has developed, and holds copyrights to, numerous assessment instruments, including the instruments embodied in the Software. In order to use the Software, you must first agree to all of the terms and conditions of this License from interRAI, including, but not limited to, the obligation stated in Paragraph 4, below, to provide data to interRAI for research purposes.

1. Grant of License. Subject to, and in consideration for, the terms and conditions of this License Agreement, interRAI grants to you a non-exclusive license to use the interRAI instruments and documents embodied in the Software (the “Licensed Products”) in connection with the assessment and treatment of patients served by you.

2. Proprietary Rights. You acknowledge that the Licensed Products are copyrighted materials under the laws of the United States and international treaty provisions. The Licensed Products have been incorporated into the Software pursuant to a License Agreement between interRAI and the Vendor. InterRAI asserts no rights to the Software, except to the extent of the Licensed Products incorporated in it, and assumes no responsibility for the Software.

3. Use of Licensed Products. You acknowledge and agree that you will use the Licensed Products solely for the assessment and care of your patients and will not copy or distribute the text of the Licensed Products, except as may be necessary for your clinical and administrative purposes.

4. Provision of Data. In exchange for this license to use these Licensed Products, you agree to furnish to interRAI an electronic copy of assessment data compiled through their use, on request of interRAI, but no more frequently than annually. This software provides the necessary capabilities to download these data. These data will be sent to a location designated by interRAI and at no cost to interRAI. InterRAI agrees that the data you provide shall be subject to, and interRAI will comply with, all applicable laws and regulations relating to confidentiality and privacy and they shall only be used for research purposes. InterRAI acknowledges that the data provided are and shall remain the sole property of the User (or, in certain instances, the User’s patients/customers) and, in addition to the limitations and restrictions set forth above, shall not publish, release or otherwise disclose any individual information or statistical tabulations that would reveal information that can be associated with an identifiable individual.

5. Limitation of Liability. You acknowledge that interRAI shall not, in any way, be deemed to be making any recommendations or otherwise participating in decisions regarding the care of your patients. To the maximum extent permitted by law, interRAI shall not be liable for any direct, indirect, incidental, consequential or punitive damages, however caused and regardless of the theory of liability, arising out of, or related to, claims by your patients or your use of the Licensed Products for any purpose. You further acknowledge that interRAI makes no representations or warranties regarding the Software and shall not be liable to you or your patients for any defects in the Software. If there are defects in the Software, you will rely exclusively on your rights and remedies, if any, in the License Agreement between you and the Vendor.

6. Term and Termination. The term of this License shall begin when you accept it in accordance with the first sentence of this Agreement, and it shall terminate on whichever of the following occurs first:

- (i) the termination of your Software License from the Vendor, or
- (ii) your violation of the limitations on the use of the Licensed Products, as provided in Paragraph 3.

Upon termination, you will immediately stop using the Licensed Products and will destroy all copies of any Licensed Products in your possession, provided that you will not be obligated to destroy any copies that are part of the records of your patients.

7. Disputes. In the event of any disputes arising under, or related to, this Agreement, either party may submit the dispute to arbitration under the Commercial Arbitration Rules of the American Arbitration Association, as then in effect. Unless otherwise agreed, arbitration proceedings shall be held in the offices of the American Arbitration Association in Southfield, Michigan, and will be conducted in English. The arbitrator(s) shall have

authority to grant equitable relief, if appropriate, and may award costs, including reasonable legal fees to the prevailing party. Judgment may be granted upon the award of the arbitrator(s) by any court having jurisdiction.

8. Miscellaneous.

a. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan. You hereby submit to the jurisdiction and venue of the United States Federal Courts of the Eastern District of Michigan.

b. Notices. All notices and other communications pursuant to or regarding this Agreement shall be in writing and may be sent by certified mail, courier or facsimile transmission. Notices sent by certified mail are effective five (5) working days after they are mailed. Notices sent by facsimile are effective the first working day after they are transmitted. Notices sent by courier are effective on the day they are delivered. Unless written notice to the contrary is received, all notices to you shall be sent to the address you registered with the Vendor. Notices to interRAI shall be sent to:

InterRAI
c/o Brant Fries, Ph.D.
3577 Delhi Overlook
Ann Arbor, MI 48103

c. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

d. Integration and Severability. This Agreement embodies the entire agreement and understanding between the parties and supersedes all prior agreements and understandings relating to the subject matter hereof. In the event any one or more of the provisions of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be in any way affected or impaired thereby.

e. Modifications. This Agreement may not be modified, changed, supplemented, or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. Any amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

f. Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the parties may require.

g. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original and all of which together shall constitute one agreement.

ANNEX B

DATA PROCESSING AGREEMENT

This Annex, including its Addenda, is part of the Agreement between (i) Pyxima, the **Processor**, and (ii) the Customer, the **Controller**.

1. DEFINITIONS AND INTERPRETATION

1.1. Without prejudice to the terms defined higher in the general conditions of the Pyxicare software, unless the context requires otherwise, the capitalized defined terms in this Annex have the following meanings::

Annex: means this data protection annex, including the addenda;

GDPR: means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);

Purposes: the specific, explicitly described, and justified purposes of the Processing, as described in Addendum 1 (Description of the Processing);

Data Breach: a breach of security that accidentally or unlawfully leads to the destruction, loss, alteration, unauthorized disclosure of, or access to transmitted, stored, or otherwise processed Personal Data;

Personal Data: means all information that identifies or makes the Client identifiable; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person. The types of Personal Data subject to Processing under this Agreement are described in Addendum 1 (Description of the Processing);

Applicable Law: means all applicable laws and regulations regarding the security, confidentiality, protection, or privacy of Personal Data, including, where applicable, the GDPR;

Processor: means Pyxima, which processes Personal Data on behalf of the Controller;

Processing: any operation or set of operations performed on Personal Data or sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, updating, or modification, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure, or destruction of data. The Processing subject to this Agreement is described in Annex 1 (Description of the Processing); and

Controller: means the Customer, who alone or jointly with others determines the purposes and means of the processing of personal data.

Linked Software: means software packages, other than the Pyxicare Software, offered by third parties, with which the Customer processes data, and with which Pyxicare provides a link to exchange data, within the objectives set out in this agreement.

1.2. Unless otherwise specified, any reference in this Annex to:

- a statutory provision: a reference to that provision as amended or renewed;

- a person: to be interpreted as including its successors, assignees, and transferees, where a 'person' includes any individual or company, or any corporation, enterprise, government or government agency, association, trust, joint venture, or any consortium or partnership (whether or not having separate legal personality);
- an agreement, document, or instrument: a reference to that agreement, document, or instrument as amended, supplemented, extended, or restated, or as amended due to novation;
- titles and headings: included for reference and overview purposes only and do not affect the content, meaning, or interpretation of any provision of this Agreement;
- the terms "such as," "including," and "in particular": deemed to be supplemented by the expression "(but not limited to)"; and
- the plural: to be interpreted as including the singular and vice versa, and words referring to one gender shall be interpreted as including the other gender.

2. COMPLIANCE WITH APPLICABLE LAW

- 2.1. Each Party undertakes to comply with the provisions of the Applicable Law.
- 2.2. The Processor shall carry out the Processing of Personal Data on behalf of the Controller in accordance with its written instructions and the Applicable Law.
- 2.3. The Processor shall immediately inform the Controller in the event of an instruction that conflicts with the provisions of the GDPR or other Applicable Law.

3. CONFIDENTIALITY

- 3.1. The Processor ensures that persons authorized to process Personal Data, including employees, temporary workers, contractors, or self-employed workers, have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 3.2. The confidentiality obligation for the Processor referred to in 3.1 does not apply in the following cases:
 - a. The Controller has expressly authorized the disclosure of Personal Data to a Third Party;
 - b. The disclosure of Personal Data to a Third Party is necessary given the nature of the services to be provided by the Processor to the Controller; or
 - c. The Processor is required to disclose Personal Data to a Third Party under a Union or Member State law or a final court ruling.
- 3.3. In the event of the obligation to disclose Personal Data to a Third Party referred to in 3.2(c), the Processor shall verify the basis of the request and the identity of the requester prior to disclosure. Additionally, the Processor shall, unless such notification is prohibited by law for important reasons of public interest, immediately inform the Controller, if possible prior to the disclosure, of the relevant information regarding this disclosure.

4. TECHNICAL AND ORGANIZATIONAL MEASURES

- 4.1. Taking into account the state of the art, the costs of implementation, as well as the nature, scope, context, and purposes of the Processing and the varying likelihood and severity of risks to the rights and freedoms of individuals, the Processor shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, and the Processor ensures that these measures meet the standards required by the Applicable Law. These measures are set out in Addendum 2 (Technical and Organizational Security Measures).
- 4.2. The Parties shall regularly evaluate and, if necessary, update the measures referred to in 4.1.
- 4.3. The Processor has an appropriate data protection policy and acts in accordance with it.

5. DATA EXCHANGE WITH LINKED SOFTWARE

- 5.1. Through an automated script, Pyxicare can exchange data with Linked Software, such as the care dossier. The aim is to save duplicate data entry and avoid human errors. The Processor will also take into account the measures specified in Article 4 during this exchange.
- 5.2. To configure and start this link, the Customer grants Pyxima one-time secure access to its systems according to agreements to be made between the Parties. After this configuration, Pyxima only needs a user account to log in to the Linked Software via the automated script.
- 5.3. Pyxima guarantees that this link will not interfere with the operation or database of the Linked Software in any way, and no reverse engineering will be applied.
- 5.4. The access Pyxima acquires to the Linked Software can only be used for the purpose of automated data exchange.
- 5.5. Pyxima guarantees that data can be exchanged as long as the configurations meet the usual settings. If the link does not function as expected due to deviating configurations, Pyxima will consult with the Customer to find a suitable solution. Any additional costs that may apply will always be subject to prior approval by the Customer.

6. SUB-PROCESSORS, SUBCONTRACTING

- 6.1. The Controller hereby gives the Processor general written permission to employ or engage another processor or subcontractor.
- 6.2. As of the date of signing, the Processor already engages the following sub-processors:
 - Econoweb, Schrieksebaan 230, 3120 Tremelo, company number BE 0860.014.569, represented by Peter Discart (data centers in Belgium).
 - Roninsoft Ltd, Drujba 1, bl.51, ap.10, Sofia 1592, Bulgaria, VAT number BG205337639, represented by Kiril Tabakov (software development).
 - Denify Ltd, Hristo Smirnenki, str., Slatinska 96, floor 5, ap. 23, VAT number BG206392154, represented by Denislav Parvanov (software development).
- 6.3. The Processor will inform the Controller at least twenty (20) Business Days in advance of intended changes regarding the addition or replacement of other processors or subcontractors, allowing the Controller to object to these changes.
- 6.4. When the Processor employs or engages another processor or subcontractor to perform specific processing activities on behalf of the Controller, the Processor will impose the same data protection obligations on this other processor or subcontractor by a written agreement as those included in this Agreement, including the obligation to provide sufficient guarantees regarding the implementation of appropriate technical and organizational measures to ensure that the Processing complies with Applicable Law.
- 6.5. When the other processor or subcontractor fails to fulfill its data protection obligations, the Processor remains fully liable to the Controller for the fulfillment of the obligations of that other processor or subcontractor.

7. CLIENT RIGHTS

- 7.1. Taking into account the nature of the Processing, the Processor will assist the Controller, as far as possible, in fulfilling its obligation to respond to requests for the exercise of Client rights in accordance with Applicable Law.

8. PROCESSOR ASSISTANCE TO THE CONTROLLER

- 8.1. The Processor will assist the Controller in fulfilling its obligations under Applicable Law to:
- secure the Processing;
 - report Data Breaches to the supervisory authority(ies);
 - report Data Breaches to the Clients;
 - conduct a data protection impact assessment when required; and
 - consult the competent supervisory authority in advance in case of Processing that would involve a high risk if the Controller did not take measures to mitigate the risk.
- 8.2. Any complaint or request from a Data Subject or a request or investigation from supervisory authorities regarding the Processing of Personal Data will be promptly forwarded by the Processor to the Controller, who is responsible for handling the request, as far as legally permitted.

9. INCIDENTS AND DATA BREACHES

- 9.1. The Processor will actively monitor breaches of security measures.
- 9.2. As soon as an incident or Data Breach has occurred, the Processor will immediately notify the Controller and provide, as far as possible, all relevant information, such as the nature of the incident, the (potentially) affected Personal Data, the identified and suspected causes and/or consequences of the incident, and the measures taken or to be taken to resolve the incident or mitigate the consequences/damage as much as possible.
- 9.3. The Processor will take the necessary measures that can reasonably be expected to restore the incident as quickly as possible or to limit the further consequences as much as possible.
- 9.4. The Processor will not provide information about incidents to Clients or other third parties, except where the Processor is legally obliged to do so or the Parties have otherwise agreed.

10. CONSEQUENCES OF TERMINATION OF THE AGREEMENT

- 10.1. Unless Applicable Law requires the Processor to store the Personal Data, the Processor will, after termination of the Agreement, either delete all Personal Data or return all Personal Data to the Controller and delete existing copies (except for backups, if applicable).

11. DOCUMENTATION AND AUDIT

- 11.1. The Processor will enable the Controller to appropriately supervise the Processor and the Processing.
- 11.2. The Processor will provide the Controller with all information and documentation necessary to demonstrate compliance with the obligations included in this Agreement.
- 11.3. At the request of the Controller, the Processor will open (i) the data processing facilities used for the Processing of Personal Data and (ii) all information and documentation necessary to demonstrate compliance with the obligations laid down in this Agreement for audits, including inspections, by the Controller or a third party authorized by the Controller.
- 11.4. Before conducting an audit, the Controller will enter into a confidentiality agreement with the Processor in which the Controller commits to treat the information gathered during the audit (i) strictly confidentially, (ii) not to disclose it to third parties, and (iii) to use it solely for the purposes of the audit and not for other purposes.

12. LIABILITY

- 12.1. Each Party is responsible and liable for its own actions. The liability regulated in this article exclusively pertains to liability resulting from a breach of Data Protection Legislation and this Annex.

12.2. The Supplier indemnifies and holds the Provision harmless from all claims, actions, third-party demands, and all damages and losses (including fines from the Data Protection Authority) that directly or indirectly arise from the processing of personal data when the processing does not comply with the specific obligations directed at processors under Data Protection Legislation or when actions are taken outside or in violation of the legitimate instructions of the Provision.

12.3. The Parties ensure adequate coverage of their liability.

13. TRANSFERS TO THIRD COUNTRIES

13.1. The Processor will not transfer Personal Data outside the European Economic Area (EEA) unless the Controller has given its consent. The Controller may attach additional conditions to such consent, such as the conclusion of model contract clauses for the transfer of personal data to third countries.

14. GENERAL PROVISIONS

14.1. By signing the Order Form, the Client automatically signs this Data Processing Agreement.

14.2. This Annex is automatically terminated simultaneously with the termination of the Agreement.

14.3. No negligence or delay in exercising any right, power, or remedy under this Agreement nor any separate or partial exercise by any Party of any right, power, or remedy shall be considered a waiver thereof. The remedies provided in this Agreement are cumulative and do not exclude any remedies provided by law.

14.4. Each provision of this Annex is severable and distinct from the others, and if at any time one or more provisions are invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or diminished.

14.5. The termination of this Annex does not affect the commencement or enforcement of any provisions that are implicitly or explicitly intended to commence or be enforced upon or after termination.

14.6. This Annex may be executed in as many counterparts as desired and by the different Parties on separate counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same instrument.

14.7. The same law applies to this Annex and the same courts have jurisdiction to hear disputes arising from this Annex, as specified in Article 16 of the general conditions of the Pyxicare software.

ADDENDUM 1**DESCRIPTION OF THE PROCESSING****1. Subject and Nature of the Processing**

The Processor collects certain Personal Data processed by the Software and stored through the Hosting Services. The Software allows care staff to monitor and objectively evaluate the care situation of Clients using standardized measurement tools, both online and offline.

2. Purposes of the Processing

For data referred to in Article 3.i, the following purposes apply:

- Correct identification of the Client

For data referred to in Article 3.ii, the following purposes apply:

- Mapping the care situation of the Client to provide appropriate care and develop a care plan;
- Communicating in a structured manner with the Client and their family about their care situation and care plan;
- Sharing this data with other care professionals for communication within the care team and providing efficient care; and
- Using anonymized data for scientific research (with the Client's consent).

For data referred to in Article 3.iii, the following purposes apply:

- Execution of the Agreement,
- Taking pre-contractual measures at the request of the Processor,
- Customer administration,
- Billing,
- Marketing and promotion; and
- Compliance with legal and regulatory obligations of the Controller.

3. Description of the Personal Data

i. Administrative data of the Client such as name, date of birth, gender, national number;

When this data is automatically imported from Linked Software, it includes the following fields:

- Active (Archive or active)
- Preferred name
- Marital status
- Date of birth
- Place of birth
- Gender
- Name
- Nationality
- National register number
- First name
- Date of death of resident
- Name of department

ii. Data on various aspects of the care situation and health of the Client such as cognition, activities of daily living, communication capabilities, behavior, medical conditions, treatments, and medication; and

iii. Administrative data of the care provider such as name, national number, username, and password.

4. Categories of Data Subjects

The Personal Data processed under this Agreement pertains to the following categories of Clients:

- Patients or care users whose Personal Data is processed in the Information Systems;
- Informal caregivers / family caregivers with a direct care relationship to these care users;
- Care providers

4. Duration of the Processing

The duration of the Processing is determined in Article 10.6 of the general conditions of the Pyxicare software.

5. Data Protection Officer (DPO)

Contact details of the DPO or other responsible contacts for data protection and processing:

For Pyxima:

XXX@pyxima.com

For the Client: contact details to be provided by the Client to Pyxima upon signing the Order Form. Pyxima will retain these contact details in accordance with Article 10.6 of this Agreement.

6. Contact Person for Daily Management

XXX Winkelom 77/2, 2440 Geel XXX@pyxima.com Tel +32 XXX

ADDENDUM 2

TECHNICAL AND ORGANIZATIONAL MEASURES

In data processing, Pyxima takes the following measures to protect data against destruction, loss, alteration, or unauthorized access:

Authentication

- Users access the application via a personal username and password, or via single sign-on login combined with a personal PIN code.
- Access to Pyxicare is provided according to a strict procedure. Only a designated "Administrator" can grant caregivers access to clients within your care organization.
- Access is limited to a strictly nominative list of users. Access is nominative, always "Jan Peters" and never "nursing station." This is emphasized during training and in the manual.
- Pyxicare is protected against attempts to crack passwords, such as a "brute force attack."
- Passwords must comply with Pyxicare's password policy.
- Pyxicare helpdesk staff will never ask users for passwords. Passwords are reset after Pyxima becomes aware of a possible password leak.
- In case of loss or theft of the device, the client can ask the Pyxicare helpdesk to block the device. From then on, it is impossible to exchange data with the Pyxicare cloud.

Confidentiality

- Data is encrypted when stored in the Pyxicare database, both on the device and in the Pyxicare cloud server.
- Data exchange between the Pyxicare app and the Pyxicare cloud, or between the Pyxicare Software and Linked Software, occurs via an encrypted channel such as SSL or equivalent.
- Within the Pyxicare cloud database, the data of different care organizations are logically separated from each other by the database structure.

Integrity

- Data integrity is enforced by encryption on both the app and server sides, and by double encryption when sending between the app and server. These levels of security are so high that the risk of integrity breaches is extremely low.

Availability

- Pyxicare is a fully offline application that synchronizes with the Pyxicare cloud. Therefore, the availability of the application is not dependent on network connection or other external factors.
- Separate production and test environments ensure that the period of unavailability during the rollout of new versions is minimal. Even during periods when the Pyxicare cloud is unavailable, the app continues to function smoothly.

Physical Storage, Security, and Backup

- The "Pyxicare cloud" is hosted on several dedicated servers in a Belgian data center.
- Daily backup in a second, separate, Belgian data center.
- Both data centers are physically secured through access control, surveillance, fire detection, camera surveillance, climate control, and power generators.
- Network access to the servers is secured by firewalls.

Logging

- Pyxicare has a system of security logs where all user actions are logged in a permanent and non-erasable manner. This includes the timestamp, user name, and device information (such as IP address).
- The Client can request these logs via the Pyxicare helpdesk or the administrative back office.

Linking with Other Systems

- Pyxicare can be linked to other systems via the Pyxicare API or an automated script.
- Access to the API is secured by license keys so that only registered and trusted applications can link with Pyxicare.
- Each care organization has a unique key so that data remains strictly separated from other care organizations.

Management, Support, and Maintenance

- The Client is responsible for system maintenance of its devices, taking into account Pyxima's instructions, such as supported hardware and minimum versions of operating systems.

- The Client is responsible for installing updates to the Pyxicare app, ensuring that the most recent version is installed on all devices as soon as possible.
- Pyxima is responsible for system maintenance of the Pyxicare cloud server. This is done only by specifically designated staff and via a secure connection.
- Pyxima periodically performs control tasks on the server for continuous monitoring of smooth operation and detection of possible breaches.
- Only a limited list of Pyxima staff and appointees have access to the Client's Data for management, support, and maintenance.

Audits

- In accordance with the provisions of the Pyxicare general conditions, Pyxicare allows its Clients to conduct security audits.
- For these audits, Pyxima can provide more extensive technical information about the specific security measures.

Awareness and Continuous Improvement

- Pyxima supports its Clients by providing points of attention on how to handle privacy-sensitive data safely, including during training and in the user manual.
- For continuous improvement, Pyxima has included several further security measures in the Pyxicare development roadmap.
- In daily operations, the aspect of information security receives strong attention through further sharpening and documenting procedures, external control, staff training, contracts with sub-processors, etc.
- Under the guidance of an external specialist, Pyxima continues to work on a GDPR compliance trajectory.