

USER AGREEMENT REGARDING THE HEALCLOUD SYSTEM

(I) INTRODUCTION

- 1.1 Thank you for choosing to use the Healcloud services ("Services") provided by Zen Healthcare Kft. The purpose of the Services is to provide you with a smooth, state-of-the-art practice management tool, which makes your everyday job easier.
- 1.2 This is a legally binding agreement between Zen Healthcare LLC (dba: Healcloud, hereinafter "Zen", "we" or "us") and you. By clicking "Agree", or by signing up for an account, or by starting to use the Service, you are entering into this User Agreement with us ("Agreement"), and you agree to be bound by its terms and conditions. Please read this Agreement carefully, and do not sign up for an account or use the Services if you are unwilling or unable to be bound by this Agreement. You and we are collectively referred to as the "Parties".

(II) RIGHT TO USE THE SERVICES

- 2.1 We grant to you and you accept a non-exclusive, personal, non-transferable, limited right to access and use the Services, and a non-exclusive, personal, non-transferable, limited license to use any computer software furnished by us for access to or use of the Services during the term of this Agreement subject to your full compliance with the terms and conditions set forth in this Agreement.
- 2.2 Your right to use the Service does not include (a) making the Services, in whole or in part, available to any third party; (b) copy, reverse engineer, decompile or disassemble the Services, in whole or in part, or otherwise attempt to discover the source code to the software used by the Services; or (c) modify, combine, integrate, render interoperable, or otherwise access for purposes of automating data conversion or transfer, the Services or associated software with any other software or services not provided or approved by us. You will obtain no rights to the Services except for the limited rights to use the Services expressly granted by this Agreement.
- 2.3 We will grant you the use of the Services under this Agreement free of charge.

(III) REGISTRATION

- 3.1 In order to register for the Services, you must provide the following data Name, e-mail, address, telephone number, website address, name of the clinic, address of the clinic (city, street, postal code, district, county, country), role (GP, assistant), stamp ID, National Public Health Service (ÁNTSz) code, licence number, National Health Service (OEP) user name, type of practice (child, adult, mixed), National Tax

Company (NAV) account, National Health Service (OEP) code, operation permit, category (GP, in clinic). Before completing the registration, you will have the opportunity to double-check if the provided information is correct. You will be able to modify your contact details anytime.

- 3.2 By registering for the Services, you represent and warrant that you are a licensed physician with an active practice, and that you have all the qualifications, registrations, and permits to be a medical practitioner.
- 3.3 You agree that your use of the Services is subject to verification by us of your identity and credentials as a licensed physician and to your ongoing qualification as such. You agree that we may use and disclose your data set forth in Section 3.1 for such purposes, including making inquiry of third parties concerning your identity and professional and practice credentials. You authorize such third parties to disclose to us such information as we may request for such purposes, and you agree to hold them and us harmless from any claim or liability arising from the request for or disclosure of such information. You agree that we may terminate your access to or use of the Services at any time if we are unable at any time to determine or verify your qualifications or credentials.
- 3.4 Notwithstanding Section 4.5, you agree that if you grant any access to your employees to the Services, you will be liable for their actions with respect to the Services as if those were your actions.

(IV) USE OF THE SERVICES

- 4.1 You will be entitled to use the following features of the Services:
- electronic health record (EHR) management;
 - online scheduling and check-in;
 - writing and printing prescriptions;
 - reporting;
 - alerts; and
 - personalized patient portal
- 4.2 You will be able to access the Services from any internet connected device with a modern web browser.
- 4.3 The proper operation of the Services depends on several circumstances that are not in control of Zen, such as proper internet connection. This means that we have no liability whatsoever for the proper, error-free and continuous operation of the Service

with respect to the circumstances that qualify as force majeure, including all IT related errors that cannot be reasonably foreseeable by us.

- 4.4 You expressly agree and acknowledge that you are solely responsible for complying with all laws applicable to you, including but not limited to your obligation to keep your records, and we assume no liability whatsoever with respect to the obligations applicable to you. You expressly acknowledge that using the Services does not mean that you have complied with the laws applicable to you.
- 4.5 Except as required by law, you will not permit any third party (other than your employees whose actions you are fully liable for) to use or access the Services without our prior written agreement. You will promptly notify us of any order or demand for compulsory disclosure of health information if the disclosure requires access to or use of the Services. You will cooperate fully with us in connection with any such demand.
- 4.6 You hereby agree to indemnify us and other users against any claim, cost or liability arising out of or relating to: (a) the use of the Services by you or your employees; (b) any breach by you or your employees of any provision of this Agreement; (c) the actions of any person gaining access to the Services under your registration; (d) your negligent or wilful misconduct, or that of any of your employees. Your indemnification obligations in this Agreement are cumulative, and are not intended to, nor do they, limit your indemnification obligations elsewhere in this Agreement or at law.

(V) PERSONAL HEALTH DATA UPLOADED TO THE SERVICE

- 5.1 You agree that you have all necessary consents from your patients that enable you to upload their data to the Services. We expressly and fully exclude our liabilities for any of your unauthorized or unlawful use of any personal data. You are solely responsible for ensuring that your use of the Services complies with applicable law, including laws relating to the maintenance of the privacy, security, and confidentiality of patient and other health information.
- 5.2 The health data uploaded to the Services by you is immediately, automatically, without human contribution, irreversibly anonymized to ISO 25237 standard. There is no moment in time when we have access to non-anonymized personal / sensitive data. We are not entitled to determine the purpose of your personal data / health data management, we may not pass a decision on the merits regarding the data management; therefore, we do not have influence on the purposes and means of the operation regarding the data, and do not have factual influence on personal data. After uploaded to the Services, only you will be able to access the uploaded data when logging in to the Services.

- 5.3 We use servers in Frankfurt, Germany the content of which is mirrored for security in Dublin, Ireland.
- 5.4 You agree that we will forward the anonymized, i.e. non-personal data to a separate server, where they will be used for statistical and other purposes.
- 5.5 You will immediately notify us of any breach or suspected breach of the security of the Services of which you become aware, or any unauthorized use or disclosure of information within or obtained from the Services, and you will take such action to mitigate the breach, suspected breach, or unauthorized use or disclosure of information within or obtained from the Services as we may direct, and will cooperate with us in investigating and mitigating the same.

(VI) PRIVACY POLICY

6.1 You, as data subject ("data subject") hereby give your consent to Zen Healthcare Kft. (seat: 6726 Szeged, Alsó kikötő sor 11., registration no.: 06-09-022599) (hereinafter "Flughafen"), as data controller to manage your personal data provided to it as set out in Section 6.2 below in accordance with the Act no CXII of 2011 on the Right of Informational Self-Determination and the Freedom of Information ("Information Act") and this consent declaration as follows.

6.2 Scope of personal data managed

The personal data provided to and managed by Zen are as follows: Name, e-mail, address, telephone number, website address, name of the clinic, address of the clinic (city, street, postal code, district, county, country), role (GP, assistant), stamp ID, National Public Health Service (ÁNTSZ) code, licence number, National Health Service (OEP) user name, type of practice (child, adult, mixed), National Tax Company (NAV) account, National Health Service (OEP) code, operation permit, category (GP, in clinic).

6.3 Legal basis of data management

The legal basis of data management is the data subject's voluntary consent as set out in this declaration (Section 5 (1) a) of the Information Act).

6.4 Purpose of data management

The purpose of data management is to enable Zen to provide you the Services and to contact you regarding your use of the Services.

6.5 Data transfer

Zen does not transfer your personal data to any third party.

6.6 The persons entitled to manage and to process personal data and persons entitled to access the personal data

Data controller: Zen Healthcare Kft.

No data processing company will be engaged.

6.7 Duration of data management

The data management lasts until you are party to this Agreement.

6.8 Rights and remedies regarding data management

You may have the following requests towards the data controller:

- a) information on the management of your personal data,
- b) correction of your personal data, and
- c) deletion or blocking of personal data with the exception of mandatory data management.

Upon request, the data controller provides information as soon as possible but at the latest within 25 days after the receipt of such a request.

If the personal data is not correct and the data controller has the correct personal data, it will correct it.

Personal data must be deleted if

- a) its management is unlawful;
- b) the data subject so requests;
- c) it is incomplete or incorrect and this status may not be cured lawfully - provided that the deletion is not excluded by virtue of law;
- d) the purpose of the data management no longer exists or the statutory deadline to store the data has expired;
- e) it was ordered by court or the Hungarian National Authority for Data Protection and Freedom of Information (the "DPA") (address: 1125 Budapest, Szilágyi Erzsébet fasor 22/C.; telefon: +36 1 391 1400; fax: +36 1 391 1410).

Instead of deletion, the data controller must block the personal data if it is so requested by the data subject or, based on the information at the data controller's disposal, it can be assumed that deletion would infringe the data subject's lawful interests. The personal data blocked may be managed only until the purpose of the data management, which excludes the deletion of the personal data, exists.

The data controller shall highlight the personal data managed by it if the data subject challenges its correctness or accurateness but the incorrectness or inaccuracy cannot be clearly ascertained.

The data subject and all persons to which the data was previously transferred for the purpose of data management must be notified of the correction, blocking, highlighting and deletion. The notification can be omitted if this does not infringe the rightful interest of the concerned party with regards to the purpose of the data management.

If the data controller does not comply with the data subject's request to correct, block or delete the personal data, it must notify the data subject in respect of the factual and legal reasons of the non-compliance within 25 days after the receipt of such a request. In the case of non-compliance with the request to correct, block or delete the personal data, the data subject may turn to the DPA or to court pursuant to the Privacy Act.

You, as data subject, may object to the data management relating to your personal data

- a) if the data management or transfer is only needed to comply with the data controller's legal obligations or to enforce the data controller's or data transferee's legal interests, with the exception of mandatory data management;
- b) if the use or transfer of personal data serves the purpose of direct marketing, poll or scientific research; and
- c) in additional cases as set forth in acts adopted by the Parliament.

The data controller must check the objection, pass a resolution on the merits and notify the applicant thereof as soon as possible, but at the latest within 15 days after the receipt of the request.

If you, as the concerned party, do not agree with the data controller's decision or the data controller misses the deadline, you may turn to court within 30 days after the receipt thereof or the expiry of the deadline.

Any person shall have the right to notify the DPA and request an investigation alleging an infringement relating to his or her personal data or concerning the exercise of the

rights of access to public information or information of public interest, or if there is imminent danger of such infringement.

6.9 Contact

Should you have any questions pertaining to our data protection policy or you would like to be informed of your personal data, or you would like to request us to correct, block or delete them, or you would like to object to the data management, you may contact us via the following methods:

Zen Healthcare Kft.

Email address: support@healcloud.com

Registered seat and postal address: 6726 Szeged, Alsó kikötő sor 11.

(VII) LIMITATION OF LIABILITY

7.1 Unless agreed otherwise in this Agreement, the Parties shall be liable for the damages caused to the other Party in connection with this Agreement in accordance with the general rules of civil law.

7.2 Zen excludes its liability particularly for the following:

- a) damages arising from the erroneous operation of your IT system, particularly but not limited to damages caused by computer viruses, key logger programs,
- b) damages arising from the operation of your internet service provider;
- c) damages arising from the use of the Services violating this Agreement.

(VIII) TERM; MODIFICATION; TERMINATION

8.1 This Agreement is concluded for an indefinite period of time.

8.2 Each party may terminate this Agreement with a 30-day notice to the other Party's e-mail address without justification.

8.3 We may update or change the Services or the terms set forth in this Agreement from time to time on the basis of reasonable grounds, and recommend that you review the Agreement on a regular basis. You understand and agree that your continued use of the Services after the Agreement has been updated or changed constitutes your acceptance of the revised Agreement. Without limiting the foregoing, if we make a change to the Agreement that materially affects your use of the Services, we may post notice or notify you via email or our website(s) of any such change.

- 8.4 Notwithstanding anything to the contrary in this Agreement, we have the right, on notice to you, immediately to terminate, suspend, or amend this Agreement, without liability: (a) to comply with any order issued or proposed to be issued by any authority; (b) to comply with any provision of law; or (c) if performance of any term of this Agreement by either Party would cause it to be in violation of law.
- 8.5 We may terminate this Agreement immediately upon notice to you: (a) if you are named as a defendant in a criminal proceeding; (b) if a finding or stipulation is made or entered into that you have violated any standard or requirement of the applicable law relating to the privacy or security of health information is made in any administrative or civil proceeding; or (c) you cease to be qualified to provide services as a health care professional, or we are unable to verify your qualifications as such.

(IX) MISCELLANEOUS

- 9.1 This agreement shall be governed by Austrian law.
- 9.2 For all disputes arising out this Agreement, the courts of Hungary shall have exclusive jurisdiction.
- 9.3 By clicking on "I agree", you express your will to become party to this Agreement. This agreement shall be deemed concluded between you and us once you receive our e-mail confirmation. You will be able to access and/or download this Agreement anytime from <http://terms.healcloud.com> .
- 9.4 The language of this Agreement is English
- 9.5 Any notice, request, or other communication (each a "Notice") necessary or allowed in connection with this Agreement shall be made in writing (e-mail correspondence shall mean written form) and shall be considered to have been satisfactorily delivered if sent to your e-mail address provided during the registration or to our email address set forth in Section 6.9.
- 9.6 Severability: This Agreement shall, to the greatest extent possible, be interpreted in such manner as to comply with applicable law, but if any provision hereof, notwithstanding such interpretation, shall be held invalid, void or unenforceable by a court or tribunal of competent jurisdiction, then the other provisions of this Agreement shall not be affected thereby and remain in full force and effect, and such invalid or unenforceable provision shall be replaced by a valid and enforceable provision which most closely gives effect to the original intent, business and economic purposes of the Parties. If such an invalid and/or unenforceable provision cannot be replaced, or if the Parties cannot agree on the content of the replacing provision, the invalid and/or

unenforceable part shall be severed from this Agreement and the remaining part shall be considered binding as if the invalid and/or unenforceable provisions had not been part of this Agreement, provided that the invalidity and/or unenforceability of provisions thus affected does not substantially impair the rights of the Parties.

- 9.7 Non-Waiver: Any failure by any Party to enforce at any time or for any period of time any term or condition of this Agreement shall not be deemed a waiver of such term or condition.