THESE TERMS ARE EFFECTIVE IMMEDIATELY AS OF 1 OCTOBER 2024 FOR ALL CUSTOMERS.

CUSTOMER TERMS OF SERVICE & PRIVACY POLICY

We, Datos Health Ltd. including any of our affiliates (collectively, "**Datos**" or "**we**"), have created these Customer Terms of Service & Privacy Policy policies (respectively, the "**Privacy Policy**" and "**Terms of Service**" and collectively the "**Terms**") in order to let our customers (each a "**Customer**" or "Healthcare Provider") and any User (as such term is defined below) on their behalf, know what are the terms that govern the access or use of Datos' Services (as such term is defined below), and describe how we use and protect the information that we collect as a result of any access and use in and to the Service.

Datos' Service provides advanced technology tools and solutions for patient generated health data management platform offered and provided by Datos through its Website (the "**Website**") or the Datos' application (the "**Application**") (and collectively the "**Service**").

The use of, and access to the Service made available to Datos' Customers or any of their Users (as such term is defined below), including any employee, independent contractor, and agent who are authorized by such Customer to access and use the Service, each of which shall agree to be bound by these Terms.

A "User" is any individual or entity who accesses the Service in any capacity. For example, a User may be a (i) patient with access to our Service, as part of their treatment (and if the patient is a minor or under the care of a lawful guardian – his legal guardian), or (ii) an employee of the Healthcare Provider (i.e., the caregiver of the health care organization that has contracted with Datos for the patient's access to the Service), etc.

When the access to the Services is made available to a User by the Customer, then (a) all references to "User" as a contracting entity under the Terms are also references to the Customer, (b) Datos may provide the Customer with the ability to access, use, remove, retain, and control User's Account ID and related Content, (c) User's access to Services is governed by these Terms, and (d) Datos may provide User's personal information to the Customer.

The use and access to the Service by Customer and/or Users are conditioned upon Customer's and Users' acceptance, without any modification, of the Terms of Service set forth herein. The Terms herein govern the access to, and use of, the Service and constitute a binding legal agreement between Datos and the Customer (and any of the Users accessing the Service).

Kindly note that the use of Datos' Services allows you to share and store information that may be sensitive. Such information may become accessible to Datos and such third parties as described in our Privacy Policy set forth below. Thus, we urge you to read the Terms herein carefully and make sure you understand clearly how Datos may collect and use your information.

By accessing the Service, you hereby provide your consent to the Terms as provided herein. If you do not agree to these Terms, you **may not** access or otherwise use any of the Services.

You may use the Service only if you have reached the age of eighteen (18) or the applicable legal age in your jurisdiction and can form legally binding contracts under applicable law. If you are under 18 or the legal age in your jurisdiction, or if you have a legal guardian, such guardian must agree to these Terms on your behalf.

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CUSTOMER TERMS OF SERVICE

*Capitalized terms used and not otherwise defined herein, shall have the respective meanings ascribed to them in the introduction to these Terms.

The following are the Customer Terms of Service that apply to the use of the Services offered by Datos.

Datos may change Terms at any time by posting revisions to its Websites and Application. If you do not agree to these Terms, please exit the Websites and Application immediately and refrain from using our Services.

1. **NO ACUTE MEDICAL ADVICE; NO REAL-TIME MONITORING AND ARTIFICIAL INTELLIGENCE**

    1.1. The Services offered by Datos do not constitute a medical advice and are not intended to offer medical advice from Datos. The Service is not, and should not be considered, a substitute for professional medical advice, diagnosis, or treatment. Users are responsible for their own health decisions and should exercise caution and seek appropriate medical guidance from qualified healthcare professionals.

    1.2. Any information obtained through the Service is provided for informational purposes only. While the Service may provide information or facilitate communications between Healthcare Providers and patients, it is not a substitute for the professional judgment of the Healthcare Provider. The Service is not intended, and must not be used, for emergencies. The Service must not be used to replace emergency care, first aid or paramedic care, and cannot be used to contact any emergency services.

    1.3. The Service is not intended, and must not be used, for intensive or critical care monitoring.

    1.4. You understand that Datos does not review the information made available through the Service and is not responsible for any data entered to, or associated with any User's account, including, but not limited to, measurement results, alerts, etc., that are being uploaded to the Service through third parties' hardware and software.

    1.5. <u>Artificial Intelligence</u>. The Service may include tools and features that incorporates the use of Artificial Intelligence (AI) modules to enhance the user experience and offer decision-making or computing tools as part of the Service. For example, the Service offers healthcare providers the opportunity to use AI to view highlighted information summary of a patient's file. Any content generated by an AI-generated system is intended for general informational purposes only. The AI system uses algorithms, data sources, and machine learning techniques to produce content, which may not always be accurate, consistent, complete, updated, or applicable to specific situations. The content should not be considered as professional or personalized advice. Accordingly, Datos recommends independently verifying any content generated by such AI-systems and consulting with professionals for specific advice or information. Datos does not assume any responsibility or liability for the use or interpretation of such AI-generated content. Using such tools made available through the Service constitute User's acknowledgement that it has read and understood the risks entailed in using this feature and the User agrees that any such use is made at its own risk.

    PLEASE NOTE, Customer may decide, at its sole discretion, whether or not to share any personally identifiable information with such AI system and our LLM Partners (see Privacy Policy), and allow the use of such information for modules' training or any other purpose. Datos will not share any personally identifiable information about you with any AI operator without your explicit consent.

Datos Health

2. **USE OF SERVICE; REGISTRATION, USER ACCOUNT AND PASSWORDS**

2.1. Users may access the Service through the Datos' Application, or through a designated browser created by Datos, for example, for conducting a chat or video session as a non-registered User.

2.2. Application Users

2.2.1. In order to access the Service through the Application, a User must setup an account (the "**Account**"). It is the Customer's decision whether the User shall setup the Account by itself or if its will be assigned to a User by an administrator designated by the Customer.

2.2.2. In order to logon to their Accounts, each User must set up a password.

2.2.3. Each time a User logs into the Application, the User shall be required to identify themselves with the password they chose. Once they log into the Application using their login details, they shall be able to view old records uploaded onto the Application.

2.2.4. User shall be solely responsible for maintaining the confidentiality of the User's username and password. In case a User forgot the username or password, they may be able to reset it by requesting support from Customer's support team or they can use the "Forgot Password" feature and a reset password email will be sent to their email.

2.2.5. Customer should immediately notify Datos of any unauthorized use of a User's password or any other breach of security to maintain the security of Users' data.

2.3. Other Users

2.3.1. Users that access the Service through Datos' browsers or other communication channels, will do so through a link sent to them by the Customer that will connect them to the Service.

2.3.2. The Customer is responsible for distributing such links to its applicable patients and comply with any applicable laws and regulations in any such communication.

2.3.3. A User will be required to authenticate its identity for the purpose of using the Service.

2.4. Each User is responsible for obtaining and maintaining any equipment (e.g., cellular device) and ancillary services (e.g., internet connection) needed to connect to, access or otherwise use the Service. Datos provides recommended standards for such hardware and software (e.g., use of a specific browser). If the recommended requirements are not met, the Users may potentially still use the Service, but normally with a lower quality or performance. Such reduced quality or performance will not give Customer the right to claim any compensation from Datos.

2.5. Customer must obtain a written consent from each User who receives access to the Service prior to creating a record in respect of such User. To the extent that Customer uses an automatic functionality to import patient data from any third party management system Customer must ensure, and warrants to Datos, that such importation does not breach the terms of use of the relevant management system and will not infringe the rights of any third party. Customer will indemnify Datos from and against any and all claims, costs, damage, loss, liability, and expense arising from any breach of this warranty.

2.6. Customer is responsible for the use of the Services, including the lawfulness of any content displayed, shared, uploaded or otherwise made available by the Healthcare Providers while using the Services.

2.7. Datos reserves the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect our rights, property or safety, our users and the public.

3. **NON-EXCLUSIVE LICENSE TO THE SERVICE**

3.1. <u>Non-Exclusive License</u>. Subject to and conditioned upon Customer and Users' acceptance and compliance with these Terms (including, the payment of the Fees (as defined below), any other policies referenced herein which form an integral part of the Terms), Datos hereby grants the Customer and Users acting on its behalf or at its permission, and Customer hereby accepts a limited, personal, non-exclusive, non-transferable, non-sublicensable, non-assignable license to access and use the Service, solely for Customer's internal business purposes during the subscription term (the "**Subscription Term**") stated in a purchase order duly signed by Datos and the Customer (each a "**Purchase Order**").

3.2. <u>Changes in the Service</u>.

3.2.1. Datos makes continuous efforts to constantly improve the Service for the benefit of its Customers and their Users. Therefore, Datos may make changes to the Service, from time to time, including by developing enhancements, upgrades, updates, improvements, modifications, extensions and other changes to the Service or Materials, and/or removing any feature or functionality of the Service (the "**Changes**"). Datos will use reasonable efforts to provide the Customer with a notice prior to any material change to the Service. Customer will not be entitled to any compensation on account of any changes to the Service.

3.2.2. Datos shall implement and incorporate any available Changes into the Service in its sole discretion, and Customer hereby authorizes Datos, in advance, to implement and incorporate such Changes into the Service, at any given time. Datos shall notify Customer in advance of the implementation of any material Changes, which it believes may have a material adverse effect on Customer's use of the Service.

3.3. <u>Restrictions</u>. Customer will not, nor will Customer allow any User or other third party to: (*a*) copy, modify, adapt, translate or otherwise create derivative works of the Service; (*b*) reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code of the Service; (*c*) rent, lease, sell, sublicense, assign or otherwise transfer rights in or to the Service; (*d*) remove any proprietary notices or labels from the Service; (*e*) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the Service; (*f*) develop any other product or service containing any of the concepts and ideas contained in the Service or use the Service for the purpose of building a similar or competitive product; (*g*) test the Service or use the Service in connection with any benchmark tests, evaluation, or any other tests of which the results are designated or likely to be published in any form or media, or otherwise made available to the public, without Datos prior written approval; (*h*) directly or indirectly take any action to contest Datos' intellectual property rights or infringe them in any way; (*i*) make the Service available for timesharing, service bureau or application service provider; (*j*) remove, obscure, or alter any notice of copyright, Datos' Marks (as such term is defined below), or other proprietary right appearing in or on any item included with the Service; (*k*) allow any third party to have access to the Service without Datos' prior

written consent (*l*) use the Service to engage in illegal activities or to promote activities that are dangerous and illegal, such as the sale of illegal drugs. Datos reserve the right to report any illegal activity to the Host, and/or the applicable local authorities; (*m*) engage in harassing, bullying or threatening behavior and do not incite others to engage in these or similar aggressive activities. Anyone using the Service to single someone out for malicious abuse, to threaten someone with serious harm, to sexualize a person in an unwanted way. In emergency situations, we may escalate imminent threats of serious harm to law enforcement. Online harassment is illegal in many places and can have serious offline consequences for both the harasser and the victim; (*n*) engage in sexually explicit, sexually suggestive, erotic or any other indecent behaviour while using the Service. Do not publish, circulate, display or link to non-explicit intimate and sexual images or videos and do not access commercial pornography sites while using the Service; or (*o*) participate in or provide content that is deceiving, misleading or confusing.

3.4. <u>Additional Services for Customers</u>.

3.5. <u>Professional Services</u>. Datos may provide Customer with integration, development, consulting and any additional services provided by Datos even if not mentioned specifically in these Terms (the "**Professional Services**"). All Professional Services shall by governed by these Terms and shall constitute an integral part of the Service. Any Professional Services' related documentation, code libraries and code samples are included in the definition of "Service" for the purpose of these Terms.

    3.5.1. <u>Service Level Agreement.</u> During the Subscription Term, Datos will provide the Customer with maintenance and support, as set forth in the standard Service Level Agreement attached hereto as **Exhibit A** (the "**SLA**"), at no additional cost to Customer. In the event that Customer will require additional services not detailed in the SLA, then such services may be provided at Datos' sole discretion according to terms and conditions to be agreed upon at Datos' then current price list, pursuant to a duly executed Purchase Order.

    3.5.2. <u>Personnel</u>. Datos shall designate qualified personnel, who have the appropriate technical and application skills, in the performance of the Professional Services. <u>Method of Performing Professional Services</u>. Datos shall have the sole right to determine the method, details and means of performing the Professional Services. Datos will make reasonable efforts to accommodate Customer's work schedule requests to the extent possible. Datos and Customer agree to consider any proposed changes in good faith, where appropriate to accomplish the mutual objectives of the parties. No changes will be effective unless such changes are reduced to a written amendment or superseding Purchase Order, signed by both parties.

4. **REPRESENTATIONS, WARRANTIES AND COVENANTS**

    4.1. <u>Mutual Representations and Warranties</u>. Each of Datos and Customer represents and warrants toward the other party that: (i) it has the full power, legal capacity, and authority to enter into, deliver and fully perform its respective obligations set forth in these Terms or any Purchase Order; and (ii) the execution or performance of the Services will not result in a violation or breach of any contract, agreement, order, judgment, decree, rule, regulation or law to which such party is bound.

    4.2. <u>Customer Representations and Warranties</u>. Customer hereby represents and warrants to Datos that:

        4.2.1. It will not use the Service for any illegal or unauthorized purpose or infringe or promote the infringement of any intellectual, proprietary or other right of any

party, and the Customer will comply with all applicable laws and regulations (including, but not limited to, all applicable import and export laws, copyright and privacy laws) in the Customer's use of and access to the Service; (ii) Customer is the owner of, or has the required rights in all Customer Content; and (iii) Customer holds and maintains all personal information in compliance with any and all applicable laws.

4.2.2. Customer understands and agrees that the use of the Services by any User is governed by Datos' Terms, and Users will be bound by such Terms. Customer understands that as part of its obligations under the Terms, Customer is and shall be solely responsible to authenticate the identity of any User accessing the Service.

4.2.3. Customer will provide Datos with a point of contact for coordination of support (the "**Customer Support Contacts**") with Datos. Such individual must be technically qualified and Customer undertakes that such person will become reasonably familiar with the Service and its installation and use as a condition to become a Customer's Support Contact. Customer may replace such contact on reasonable notice to Datos. Customer will provide Users with any support required by a User in connection with the access to, and use of, the Services.

4.2.4. Customer shall be exclusively responsible for the supervision, management, and control of its use and the Users' use of the Service including but not limited to: (a) assuring proper configuration in accordance with Datos' recommendations; (b) establishing and maintaining an Internet connection adequate to insure acceptable performance of the Service as determined by Datos; (c) complying with applicable state and federal laws, rules or regulations applicable to Customer's and Users' use of the Service, including, without limitations, Health Insurance Portability and Accountability Act (the "**HIPAA**"), as amended by Health Information Technology for Economic and Clinical Health Act of 2009 (the "**HITECH Act**"), and all pertinent regulations issued by the Department of Health and Human Services ("**HHS**"), as enacted and amended; (d) the accuracy of any information or data uploaded onto the Service; (e) providing relevant communications and training to users of the Service; (f) use of any information and data uploaded to the Service whether by Customer or Users.

4.2.5. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR THE PRACTICE OF MEDICINE AND FOR ALL MEDICAL DECISIONS, JUDGMENTS AND ACTIONS TAKEN OR NOT TAKEN IN CONJUNCTION WITH ITS OR ITS CONTRACTORS OR EMPLOYEES' USE OF THE SERVICE. CUSTOMER SHALL BE SOLELY RESPONSIBLE TO ENSURE THAT THE DOCUMENTATION OF MEDICAL CARE PROVIDED BY USERS IS ACCURATE AND COMPLETE.

4.3. <u>Customer Representations and Warranties</u>. Customer hereby represents and warrants to Datos:

4.3.1. That it will not and will not any User use the Service for any illegal or unauthorized purpose or infringe or promote the infringement of any intellectual, proprietary, or other right of any party.

4.3.2. It will comply with all applicable laws and regulations in his/her use of and access to the Service.

4.3.3. It will be solely responsible for any data which is uploaded to the Application and any and all activities that take place by the Healthcare Providers.

4.3.4. It is aware that Datos is a software vendor and not a care provider, and as such Datos shall have no responsibility for the practice of medicine and for all medical decisions, judgments and actions taken or not taken in as a result of the Service.

4.3.5. The Application is not intended to be a substitute for diagnosis, treatment, or emergency response in any manner and the User measurement results will not be monitored in real time.

5. **INTELLECTUAL PROPERTY RIGHTS; CONTENT; CONFIDENTIALITY**
   5.1. <u>Intellectual Property Rights</u>.
      5.1.1. The Service and Materials and all of the intellectual property rights in the Service (including Datos' Marks) and Materials are, and shall remain, the exclusive property of Datos and its affiliates, including but not limited to, any modifications or custom features to the Service to be developed by Datos for the Customer's benefit, whether requested or instructed by the Customer or not, even if the Customer has paid for such modifications (unless Datos and Customer have a separate written agreement that specifically states otherwise and references this Section), and any derivative works of the Service and Materials as well as all physical embodiments of same, which Datos may develops from time to time (but excluding Content or any third party product(s) embodied in, utilized or bundled with the Service or Materials).

      5.1.2. Any error and bug reports, additional features, ideas, requests, feedbacks, recommendations, comments, concepts and other requests or suggestions related to the Service (collectively "Ideas") that Customer may provide to Datos, will be solely owned by Datos. Customer hereby irrevocably assigns and transfers any intellectual property rights in such Ideas to Datos, free of charge.

      5.1.3. All of Datos' trademarks, service marks, logos, domain names, copyrights and other proprietary rights associated with Datos and the Service, whether registered or non-registered, shall be collectively referred to as "Datos' Marks". Customer agrees not to directly or indirectly (and not to allow any third party to): (a) use Datos' Marks for any purpose (other than as detailed hereunder) without Datos' express written consent; and (b) register, attempt to register, or assist anyone else to register any Datos' Marks or marks confusingly similar thereto.

   5.2. <u>Content</u>.
      5.2.1. As between Customer and Datos, Customer is and shall remain the sole and exclusive owner of any and all content or data uploaded to the Service (the "**Content**"). Customer is, and will be at all times, fully and solely responsible for any and all activities that may occur while Customer or any User access or use the Service. Customer acknowledges that Datos does not monitor the Content uploaded onto the Service and will not provide any notice to Customer with respect to any Customer uploaded thereto.

      5.2.2. By using the Service, the Customer hereby grants Datos the right to: (a) use and access the Content solely as part of the provision of the Service to the Customer and for the purpose of improving the Service. Datos will not disclose or publish any Content other than as required under any applicable law. Datos does not own any Content; and (b) use, access, copy, adjust, and store any content uploaded to the Service in an anonymized way as part of the provision of the Service, and for the purpose of improving the Service. Datos will not disclose

Content to any government or third party except as necessary to provide the Service and comply with the law or a binding order of a governmental body.

5.2.3. Unless it would violate a law or a binding order of a governmental body, Datos will give Customer a notice of any legal requirement or order referred to in this section. Datos does not claim ownership or any copyright in Content unless otherwise agreed by us in writing.

5.3. Confidentiality

5.3.1. As used herein, "**Confidential Information**" means non-public information which due to its nature of the information or the circumstances surrounding its disclosure, ought to be treated as confidential. Confidential Information includes, without limitation, information in tangible or intangible form relating to and/or including released or unreleased software or services, algorithms, implementation requirements, processes, schema, marketing plans, business policies or practices, financial information, pricing information, sales information. Confidential Information shall not include any information (a) which is or enters the public domain without breach of these Terms; or (b) which the receiving party can show was in its possession or known to it prior to its receipt from the disclosing party.

5.3.2. During the Subscription Term and for a period of ten (10) years thereafter, the receiving party of any Confidential Information shall: (i) maintain the Confidential Information in strict confidence using security measures that receiving party would use to protect its own Confidential Information of a similar nature, but not less than reasonable security measures; (ii) not disclose Confidential Information to any third party other than to its' employees and contractors who have a need to know such information; and (iii) shall use Confidential Information only as necessary to perform its obligations hereunder. Notwithstanding the foregoing, with respect to that Confidential Information arising to the level of a trade secret as defined by applicable law, the receiving party's confidentiality obligations shall remain in effect for so long as such Confidential Information remains a trade secret. The receiving party shall cause each of its officers, directors, employees, and contractors to restrict disclosure and use of such Confidential Information and shall be responsible for any wrongful disclosure or use by any of them.

5.3.3. In the event any court or other authority orders the receiving party to disclose any Confidential Information, the receiving party shall promptly notify the disclosing party of such order and reasonably cooperate with the disclosing party to contest such disclosure, at the disclosing party's expense.

5.3.4. Upon termination of the Subscription Term, the receiving party shall promptly return all tangible embodiments of the disclosing party's Confidential Information to the disclosing party. in addition, the receiving party shall immediately destroy: (a) any notes, reports, analyses, compilations, data, studies or other documents prepared by the receiving party which contain Confidential Information; and (b) any Confidential Information (and all copies and reproductions thereof) which is in electronic form or cannot otherwise be returned to the disclosing party.

6. **DISCLAIMER OF WARRANTIES**

6.1. CUSTOMER UNDERSTAND AND AGREE THAT THE SERVICE PROVIDED, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, DATOS AND ITS

RELATED PARTIES DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

6.2. DATOS AND ITS RELATED PARTIES DO NOT WARRANT: (A) THAT THE SERVICE PROVIDED TO CUSTOMER WILL MEET ITS REQUIREMENTS OR EXPECTATIONS; (B) THAT THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; OR (C) THAT DEFECTS, IF ANY, WILL BE CORRECTED.

6.3. The foregoing exclusions and disclaimers are an essential part of these Terms and form the basis for determining the price charged for the Service. Some states do not allow exclusion of an implied warranty, so this disclaimer may not apply.

6.4. Datos' Service contain third-party proprietary software programs, including, but not limited to, open-source components, which are distributed by Datos along with their associated license terms. Open-source components are distributed AS IS, without any warranty, express or implied, and in accordance with their respective license terms.

7. **LIMITATION OF LIABILITY**

7.1. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS, DATOS SHALL NOT BE LIABLE TO CUSTOMER, USER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) THAT RESULT FROM OR ARE RELATED TO THESE TERMS, EVEN IF IT HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING CONTAINED IN THESE TERMS, IN ANY EVENT DATOS' AGGREGATE LIABILITY FOR DAMAGES SHALL NOT EXCEED THE AMOUNTS RECEIVED BY DATOS FROM CUSTOMER IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH DAMAGES; PROVIDED, HOWEVER THAT WITH RESPECT TO DAMAGES ARISING FROM PROFESSIONAL SERVICES, DATOS' AGGREGATE LIABILITY TO CUSTOMER FOR DAMAGES SHALL NOT EXCEED THE AMOUNTS RECEIVED BY DATOS FROM CUSTOMER UNDER THE PURCHASE ORDER PURSUANT TO WHICH THE PROFESSIONAL SERVICES ARE PROVIDED.

7.2. CUSTOMER UNDERSTANDS AND AGREES THAT THE FOREGOING LIABILITY LIMITATIONS ARE ESSENTIAL ELEMENTS OF THESE TERMS, SUCH LIMITATIONS SHALL SURVIVE FAILURE OF THEIR ESSENTIAL PURPOSE, AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE MATERIAL AND ECONOMIC TERMS OF THESE TERMS WOULD BE SUBSTANTIALLY DIFFERENT.

7.3. Customer acknowledges and agrees that the Service is provided as a communication, documentation, and alerting tool, and in no way is it intended to provide diagnosis, medical practice, or prescribing guidelines, or protocols for delivering medical care. Customer further acknowledges and agrees that the use of protocol-based services, if any, requires Customer to inform Datos of Customer's choice of protocols and the parameters therefore that will be utilized by and with the Service. Neither Datos nor its employees, directors, officers, or shareholders have any responsibility for decisions made or actions taken or not taken in rendering medical care, or for information provided to patients or other caregivers.

7.4. Customer agrees that the performance of the Service and Customer's and Users' access to and use of the Service may be affected adversely by the Internet connection because

of (among other things) inadequate bandwidth available to Customer or its Users, the type of connection, inadequate speed, lack of continuity of Internet service, and the number of users accessing the Internet at any given time over the same connection. Datos is not responsible for performance of the Service due to events beyond the reasonable control of Datos.

7.5. Customer agree that regardless of any statute or law to the contrary, any claim or cause of action Customer may have, arising out of or related to the use of the Service or otherwise under these Terms must be filed within two (2) years after such claim or cause of action arose or Customer hereby agree to be forever barred from bringing such claims.

7.6. These Terms shall not confer any rights or remedies upon any person or entity other than Datos and Customer.

8. **PAYMENT**

8.1. In consideration for the Service, Customer shall pay Datos the License's fees and Professional Services' fees, as set forth in a duly executed Purchase Order (collectively the "**Fees**"). All amounts owed to Datos are non-cancellable and non-refundable.

8.2. Datos shall have the right, in its sole discretion and in addition to any other rights and remedies available to Datos (including as described in Section 9.5 below), to terminate any outstanding Purchase Order or discontinue access to the Service if a disputed invoice remains outstanding for more than thirty (30) days as of the payment due date. For avoidance of doubt, if Customer fails to ongoingly communicate with Datos regarding any disputed invoice, the provisions of Section 9.5 shall apply, *mutatis mutandis*, and Datos shall be entitled to terminate any outstanding Purchase Order or discontinue access to the Service with immediate effect. Customer's financial obligation to pay unpaid balances shall survive the termination of any Purchase Order and continue until the balance is paid in full. Without derogating from the above, any Fees due to Datos which are unpaid by their due date shall thereafter bear interest at the rate of one and a half percent (1.5%) per month (or the maximum amount permitted by applicable law, whichever is less), during the period between the date the payment first becomes due and the date such amount is actually paid.

8.3. Customer agrees that any billing discrepancies or disputes not brought to the attention of Datos within thirty (30) days from the invoice date shall be waived and the invoiced amount may not be challenged by Customer.

8.4. Customer agrees that Fees may change from time to time, at Datos' discretion, provided that Datos provides not less than ninety (90) days prior written notice of any increase in such Fees. In such event, any annual price increase will not apply to any prepaid Fees.

8.5. All Fees payable hereunder, do not include local, state, or federal sales, use, excise, personal property, VAT or other taxes, customs, and duties, including, without limitation, any withholding tax. Any such taxes, to the extent legally applicable, shall be borne and paid by the Customer. In cases wherein the Customer is legally required to withhold any income or remittance tax from amounts payable to Datos, then (a) the Customer will promptly notify Datos; (b) the amounts payable to Datos will be automatically increased to the full extent required to offset such tax, so that the amount remitted to Datos, net of all taxes, equals the amount stated in the invoice; and (c) the Customer will provide Datos with the official receipt of payment of such taxes to the appropriate taxing authority.

8.6. Datos reserves the right, in its sole discretion to provide some or all of the Services, and charge the applicable Fees, through an affiliate or subsidiary of Datos, depending on the Customer's official place of residence.

9. **TERM AND TERMINATION; CONSEQUENCES OF TERMINATION**
   9.1. As between Datos and its Customer, these Terms will become binding upon the execution of an applicable Purchase Order and shall continue to be in effect until the termination of the Subscription Term as such term is defined in the applicable Purchase Order, unless terminated earlier by in accordance with the provisions of this Agreement.
   9.2. The Subscription Term will be automatically renewed for additional identical term as stated in the original Purchase Order (the "**Additional Subscription Term**") unless Customer has notified Datos, in writing, at least ninety (90) days prior to the elapse of the Subscription Term (the "**Notice Period**") of its wish to terminate its subscription to the Service (the "**Termination Notice**"). The same will apply to any Additional Subscription Term.
   9.3. In the event that Customer does not issue a Termination Notice during the applicable Notice Period, Datos will issue a new Purchase Order with respect to the Additional Subscription Term which will become effective upon issuance.
   9.4. Each of Datos or Customer may terminate any outstanding applicable Purchase Order if the other party hereto fails to comply with any material term or condition set forth herein and such material breach continues uncured (to the extent curable) for a period of thirty (30) days after written notice of such breach has been provided to the breaching party. Such notice shall include specific details of the alleged breach.
   9.5. Without derogating from the provisions of Section 8.2, and in addition to any other right or remedy that may be available to Datos under this Agreement or any applicable law, Datos shall be entitled, in its sole discretion, to discontinue and/or terminate the Service, without any notice to Customer, in case Customer fails to pay any part of the Fees on or after the elapse of thirty (30) days as of the original payment due date.
   9.6. Upon any termination of the Service for whatever reason, all rights granted to Customer and/or Users under the applicable License shall immediately be terminated and Datos will terminate Customer's access to the Service and Customer will no longer be capable to access the Service. Termination of these Terms shall not relieve either party of its respective obligations to the other hereunder that arose prior to the effective date of termination, including all Customer payment obligations that have accrued prior to the date of termination.
   9.7. The expiration or termination of the License or these Terms shall not relieve Customer or any User of any obligation intended to survive under these Terms, including but not limited to, as set forth in Sections 2.1, 3.3 ,3.4, 5, 6, 7, 10 and 12.

10. **INDEMNIFICATION**
    10.1. Datos shall defend, indemnify and hold harmless Customer and its officers, directors, agents, employees and assigns, from and against any and all claims, suits, proceedings, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) (collectively, "**Losses**") suffered or incurred by them in connection with a third party claim arising out of any actual or threatened claim that the Service, or Customer's use thereof infringes upon or misappropriates any copyright, patent, trademark, trade secret, or other proprietary rights of any third party. Datos shall have no obligation to indemnify Customer to the extent the alleged infringement arises out of (i) the use of the Service in combination by Customer with

other data products, processes or materials not provided by Datos and such infringement would not have occurred but for Customer's combination; or (ii) the use of any Customer Content. Should the Service as used by Customer become, or in Datos' opinion be likely to become, the subject of an infringement claim, Datos shall at its option and sole expense either: (x) procure for Customer the right to continue to use the Service as contemplated hereunder, or (y) modify the Service to eliminate any such claim that might result from its use hereunder while maintaining all material functionality of the Service, or (z) replace the Service with an equally suitable, compatible and functionally equivalent non-infringing application at no additional charge to Customer. If none of these options is reasonably available to Datos, then the applicable Purchase Order may be terminated at the option of either party hereto without further obligation or liability on the part of either party hereto, except that Datos agrees to promptly refund to Customer the Fees received by Datos from Customer during the three (3)-month period immediately preceding the date of termination.

10.2. Customer shall defend, indemnify and hold harmless Datos, its subsidiaries, affiliates, officers, directors, agents, employees and assigns, from and against any and all Losses suffered or incurred by them in connection with a third party claim arising out of (i) Customer's or a User's use of the Service (except to the extent that Datos is responsible for such Losses under Section 10.1); or (ii) the infringement of any intellectual property rights of any third party by the Customer Content. For clarity, Customer's use of the Service and thus Customer's indemnification obligations will extend to and cover Customer's or Customer's employees' or contractors' practice of medicine and for all medical decisions, judgments and actions taken or not taken in conjunction with the use of the Service.

10.3. The obligations under the foregoing indemnities are subject to the condition that the Party seeking indemnification give the other: (1) prompt written notice of any claim or action for which indemnity is sought; (2) complete control of the defense and settlement thereof by the indemnifying Party; and (3) cooperation of the other Party with such defense.

11. THIRD PARTY PROVIDERS; LINKS TO THIRD PARTY WEBSITES

11.1. To provide certain functionalities through the Service, Datos uses the services of third-party service providers (the "**Third Party Providers**") which are being integrated into the Service. Usage of such functionalities may be governed by the terms applicable to such products or services provided by the Third Party Providers.

11.2. The Service may contain links to such Third Party Providers. When User click on a link to such third-party website, its activity and use on the linked website is governed by that website's policies, and not by those of Datos. Datos does not operate or monitor these websites and their content and assumes no responsibility for such third-party websites, content, or any product and services offered by such third-party websites. Accordingly, we encourage the Users to visit their websites and review their privacy and user policies.

12. MISCELLANEOUS

12.1. Non-enforcement by either party of any term or condition under these Terms shall constitute a waiver thereof. A waiver by either party of compliance with any term or condition shall not constitute a waiver of such term or condition at any other time or a waiver in the future of any other term or condition under these Terms.

12.2. No waiver by either party of any default shall be deemed a waiver of any prior or subsequent default of the same or other provisions of these Terms, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

12.3. If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from these Terms.

12.4. Datos may freely assign its rights and responsibilities hereunder without notice to Customer. These Terms are not assignable, transferable or sublicensable by Customer except with Datos' prior written consent.

12.5. These Terms and the terms set forth in any outstanding Purchase Order, constitute the entire understanding between Customer and Datos, and revoke and supersede all prior understandings, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations and/or agreements between the parties, and are intended as a final expression of the parties' agreement.

12.6. Order of Precedence. In the event of any conflict between these Terms and the provisions of an applicable Purchase Order, these Terms shall prevail unless otherwise expressly agreed in the applicable Purchase Order or any document that: (i) refers to the specific Section in these Terms to be affected and stating its prevalence; and (ii) has been approved in writing by both parties.

12.7. Any heading, caption or section title contained in these Terms is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.

12.8. Datos reserves the right at any time to modify these Terms. Any such modification will be effective immediately upon posting the amended Terms on Datos' website or by sending an electronic mail to Customer. The continued use of the Service after the effective date of any such modification will be deemed acceptance of such modified Terms.

12.9. If the Service was obtained from Datos Inc. or any of its resellers, all disputes arising out of these Terms will be subject to the governing law of New York, NY, United States of America and the exclusive jurisdiction of the competent courts located in the city of New York, NY, United States of America.

If the Service was obtained from Datos Health Ltd. or any of its resellers, all disputes arising out of these Terms will be subject to the governing law of the state of Israel and the exclusive jurisdiction of the competent courts located in the city of Tel Aviv – Jaffa, Israel.

The Parties agree and submit to the personal and exclusive jurisdiction and venue of these courts, except that nothing will prohibit either party from instituting an action in any court of competent jurisdiction to obtain injunctive relief or protect or enforce its intellectual property rights. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms.

12.10. Notice.

12.10.1. Datos may provide any notice to Users under these Terms by: (i) posting a notice on www.datos-health.com and any successor or related site designated by us (the "**Datos Site**"), as may be updated by us from time to time; or (ii) sending a message to the email address then associated with

the User's account. Notices we provide by posting on the Website will be effective upon posting and notices we provide by email will be effective when we send the email. It is the User's responsibility to keep his/her email address current. User will be deemed to have received any email sent to the email address then associated with his/her account when we send the email, whether or not User actually received the email.

12.10.2. As between Datos and Customer, each party must contact the other party by personal delivery, overnight courier or registered or certified mail to the mailing address, as applicable, listed for the applicable Datos Contracting Party below, or email transmission. Datos may update the address for notices to Datos by posting a notice on the Site. Notices provided by personal delivery will be effective immediately. Notices provided by overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent. Notices provided by email will be effective upon the receipt by the sending party of written confirmation by the receiving party – where an automated or email confirmation of delivery or read receipt shall constitute such confirmation.

Datos Contracting Party Mailing Address:
#10 Ahaliav Street, –Ramat Gan, Israel

12.11. Force Majeure. Other than Customer's obligation to pay the Fees, neither Datos or Customer shall be liable to the other party or any User or third party for any failure to meet its obligations if such failure is due to any cause beyond the non-performing Party's reasonable control (a "**Force Majeure**"). Force Majeure specifically includes, but is not limited to: any government action that would limit the ability for performance; fires; earthquakes, floods or other severe weather conditions or any other acts of God; quarantines; riots; strife; insurrection; civil disobedience; epidemics, armed conflict; terrorism or war, declared or not; or any impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property.

12.12. No Agency. The relationship of Datos and each of the Customer established by these Terms is solely that of independent contractors, and nothing contained herein shall be construed to: (i) give any party the power to direct and control the day-to-day activities of the other; or (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; or (iii) make either party an agent of the other for any purpose whatsoever. Neither party nor its agents and employees are the representatives of the other party hereto for any purpose, and neither has power or authority to act as agent or employee to represent, act for, bind, or otherwise create or assume any obligation on behalf of the other.

12.13. Changes of the Applicable Law. If any law or regulation, including enactment of new state or federal legislation, amendments to existing laws and legislation, and or new or amended judicial orders, rules or decrees, creates adverse consequences to either party, according to the party's legal counsel, both parties agree to renegotiate the terms of the agreement in good faith to alleviate the adverse consequences. the affected party is obligated to notify the other party in writing of the need to renegotiate the terms of the agreement. if the parties fail to reach agreement within thirty (30) days of such notice regarding contract revisions, which will in the opinion

of each party's respective counsel alleviate the adverse consequences, either party may terminate the agreement with written notice.

Last modified: 1 October 2024

Datos Health

<u>**Exhibit A**</u>

Datos Service Level Agreement (SLA)

This document describes Datos and its affiliates' Service Level Agreement for its Customers (the "**SLA**"). Capitalized terms used herein but not otherwise defined in this SLA shall have the meanings ascribed to them in the Terms of Service.

1. <u>**Support**</u>

Datos' support personnel standard hours of operation are during the applicable region's working days and hours as stated in your Purchase Order, except for national holidays (the "**Service Hours**"). Datos support representative(s) shall be available to receive Customer's Problem reports during the Service Hours. Customer will provide Datos with a detailed explanation of the issue including any information that will assist Datos to reproduce the issue as well as any other activity taken by Customer with respect thereto.

Datos' support email: support@datos-health.com.

Customer support emails received outside the Service Hours will be considered delayed within 8 hours as of the time the Customer's Problem report.

2. <u>**Problem Classifications and Definitions**</u>

A problem is a defect in the accessibility or performance of a function or component of the Service that had previously performed as expected ("**Problem**"). Problems do not include issues caused by *(a)* modification to the Service made by Customer; *(b)* use of the Service with equipment not authorized by Datos; *(c)* use of the Service other than in accordance with its documentation and intended use. Problem priority will be reasonably determined by Datos using the following as a guideline:

Priority Level	Problem Description	SLA Response Time
Critical Problem	A Problem in the Service that meets the following conditions: (i) It results in the failure of the Patient to transfer Patient Generated Health Data to the Customer; (ii) There is concrete and convincing evidence that Datos is the reason for such Problem; and (iii) There is no simple workaround that can return the Service to a normally functioning state.	4 hours
Major Problem	A Problem that meets all the following conditions: (i) It is not a Critical Problem; (ii) It creates a substantial degradation in the performance of the Service; (iii) There is no simple workaround that can enable return the Service to a normally functioning state.	5 business days

Minor Problem	Other Problems that do not qualify as Critical Problem or a Major Problem.	Will be entered into Datos' product roadmap, based on Datos' priorities and at its sole and absolute discretion.

Response Time - means the time between the receipt of the Customer's report of a Problem, until the assignment of Datos' technical person to start and try resolving the Problem.

3. Service Availability

The Service will be Available to Customer no less than 99.5% (ninety-nine and a half percent) of the time, measured on a monthly basis, excluding during previously scheduled maintenance time and Emergency Maintenance.

The Service is considered "**Available**" when the care team's portal and the Patient's application is accessible to the care team and Patient (as applicable). For the avoidance of doubt, if the Service is accessible, but there is a specific Problem, the Service shall be considered Available and the above Problem resolution procedure set forth in Section 2 above will apply.

"**Emergency Maintenance**" means unscheduled maintenance to the Service which must be performed on an immediate basis where failure to do so is likely to result in an imminent and/or material Service deficiency.

4. Exclusions

Datos shall not be responsible for any Availability failure if such is due to: *(a)* an outages, a failure or non-performance of any service, cloud or hosting infrastructure, networks, equipment, connections, servers, public Internet backbones or other utilities that are not under the direct control or supervision of Datos and/or anyone on Datos' behalf; *(b)* scheduled maintenance or Emergency Maintenance; *(c)* any failure or misconfiguration of Customer's equipment, networks, systems or local access services, *(d)* any force major event beyond Datos' control, such as, strikes, riots, insurrection, fires, floods, explosions, war, governmental action, labor conditions, earthquakes, natural disasters, or interruptions in Internet services to an area where Datos' or Customer's servers are located or co-located; or *(e)* as a result of misuse by Customer and/or anyone on Customer's behalf ("**Downtime Event**").

CUSTOMER PRIVACY POLICY

*Capitalized terms used and not otherwise defined herein, shall have the respective meanings ascribed to them under the introduction to these Terms or the Terms of Service.

While using Datos' Service, Datos may ask you to provide it with certain personally identifiable and other information that can be used to contact or identify you, in accordance with the terms provided herein, as well as other personal information you may provide us in the course of using our Service, for example, your email address, first and last name, address, phone number, location data and other usage data.

The purpose of this Privacy Policy is to inform you how information may be collected from you and how it may be used and protected by us. This Privacy Policy applies across all websites, apps, landing pages, etc., we own or operate and all Services we provide, and governs the privacy practices with respect to the collection, use and disclosure of personal information when you use our Service and the choices you have associated with such data.

Protecting your information and maintain your privacy is very important to Datos. For this reason, Datos complies with the highest privacy standards, including the European Union's 2016/679 Directive General Data Protection Regulation ("**GDPR**"), United States' healthcare-focused privacy law - The Health Insurance Portability and Accountability Act ("**HIPAA**") and the California Consumer Privacy Act ("**CCPA**"). To ensure we provide you with the highest standard of security measures, Datos' Service runs on the trusted infrastructure of reliable cloud service providers. However, this in no way means we are responsible for the privacy or data security practices of our customers (i.e., your Healthcare Provider) or yours and how they or you use our Services.

1. WHAT INFORMATION DO WE COLLECT?

When you access and/or use our Service, we may collect information that could personally identify a specific individual, such as (the "**Personal Information**"):

- Full name and contact details; postal address; telephone numbers (including mobile numbers) and e-mails address.
- Job title, position, profession, place of work.
- Information (including any files, documents, photos, etc.) that was uploaded to, or downloaded through, the Service.
- Interests, preferences, feedback and survey responses.
- Correspondence and communications with Datos.

Please note that the list provided above is not exhaustive and, in certain instances, we may need to collect additional personal data for the purposes set forth in this Privacy Policy.

Anonymized Information. Datos also collects certain unidentified information that relates to your online browsing activities on our Website or through the Service (the "**Anonymized Information**"). Anonymized Information is non-identifiable information that, when taken alone, cannot be used to identify you. We may anonymize or de-identify the information collected through the Service or via other means so that the information cannot, on its own, personally identify you. We also collect aggregate user data regarding your use and activity in

the Services. Our use and disclosure of such aggregated or de-identified information is not subject to any restrictions under this Privacy Policy, and we may disclose it to others without limitation and for any purpose.

2. HOW DO WE COLLECT YOUR INFORMATION?

Datos obtains access to your Personal Information and Anonymized Information (together referred to as "**Information**"), as follows:

Information that you or your Employer provide to Datos
- Information provided by you while using available Service (e.g., chat and video call functionalities), including such information that is derived from your browsing activities or the use in our Service (e.g., when you log into your account).
- Information regarding your health measurements that is manually uploaded through the Service or that is automatically being synchronized with your account through add-on device (such as a smart watch).
- Information that you or your employer uploads to the Service.
- Information which you provide when you complete various questionnaires, which your employer asks you to complete.

Information Collected Through the Services.
When you access or use the Service, Datos may automatically collect Information about you, including, but not limited to usage data (as described in Section 1 above). It does so by monitoring users' activity in connection with the Service and logs such information.

Information Collected through "Cookies" or Other Tracking Technologies.
"**Cookies**". Datos may use "cookies" (small data files which are sent to your device by a website or other online application, to enable the storing of information which uniquely identifies you such as remembering web pages that you have viewed) to monitor your browsing behavior. If you want to disable or change your "cookies" settings, you will have to access your device's browser settings. Please note that if you disable all cookies, some (or all) of the features and functionality of the Service may not be available to you.

Third party cookies. The use of "cookies" by third parties you may sign-in from into the Services and/or third-party applications, is not covered by our Privacy Policy. We do not have access or control over such cookies.

Information Collected by Other Tracking Technologies.
Other than cookies, Datos may use various technologies to collect information, which may include a use of web beacons (also known as "tracking pixels"). Web beacons are electronic images (also called "gifs") that may be used in the Services or in emails that help us to deliver cookies, count visits, understand usage and campaign effectiveness and determine whether an email has been opened and acted upon.

Datos may also obtain information from third parties and combine that with the Information it collects through the Services. For example, Datos may have access to certain information from a third-party Application Tracking Systems ("ATS") service if you create or log into your account through the Service or otherwise provide it with access to information from the Service. Any access that Datos may have to such information from a third-party ATS service

is in accordance with the Privacy Policy and authorization procedures determined by the ATS service.

3. **HOW DO WE USE THE INFORMATION**?

Datos may use the Information collected about you for the limited purpose of providing the Service and related functionality, or as otherwise specifically described in this Privacy Policy and as permitted by applicable laws. Such limited purposes include circumstances where it is necessary for Datos to provide or complete Services requested by, or for, you, or where you have given Datos your express consent. Your Information may be used to perform a variety of purposes, including:

- Provide, operate, maintain, improve and audit the Service.
- Enable your access and use the Services and identify you, so that we can provide and deliver your Service's requests, process and complete transaction, and send you related information.
- Send you technical notices, updates, security alerts and support and administrative messages and generally communicate with you in accordance with these Terms, including, responding to your comments, questions, and requests and provide customer service and support in connection with the Services, features, surveys, and provide other news or information about Datos and our select partners.
- Monitor and analyses trends, usage, and activities in connection with the Services for research, marketing or advertising purposes.
- Continue developing, improving and customizing the Service and the user experience. Such use may include prevention of bugs and errors in the Service, the development of new services to our CUSTOMERs, the aggregation of statistical data in an unidentified manner and monitoring of the use in our Service, monitoring and analysing trends, usage, and activities in connection with the Services for research, purposes.
- Improve the Service or otherwise customize your experience on the Service.
- Promote safety and security of the Information and our systems. Such use may include verification of the authenticity of the user who is connecting to the Service, investigating and preventing fraudulent transactions, unauthorized access to the Service, and other illegal activities, accommodating for Cybersecurity needs, fraud detection and misuse of the Service.
- Managing insurance claims and internal record keeping.

Sharing Your Information with Third Parties.

Datos may share the Information collected about you with third parties for the limited purpose of providing the Service or as otherwise described herein as follows:

- Where it has a legal right or duty - to use or disclose your Information (for example in relation to an investigation by a public authority or in a legal dispute).
- Transferring your Information to your employer (i.e., our customer).
- Where it is required to do so to provide you with the Service, by such third parties that provide and/or operate certain features embedded in Datos' Service. Datos restricts the access to your Information to those employees or service providers of Datos with a need to know it, to carry out their functions and make the Service available to you. Datos ensures

that all such employees, consultants, and independent contractors sign confidentiality and nondisclosure agreements.

- Datos may also share your Information with its legal counsels and accountants, potential business partners, investors, or the public or in connection with a potential merger, acquisition, or sale of all or substantially all of its assets, in all cases subject to confidentiality and nondisclosure restrictions.

- Datos may provide to third parties with unidentifiable Information collected as a result of your use and/or access to the Service, including, in combination with unidentified information of other users. For example, we might inform third parties regarding the number of users of our Service or the activities they conduct while on browsing or using the Service. In addition, Datos may share certain anonymized and unidentified information with third parties to enhance the user experience and provide additional services. For example, Datos may share anonymized and unidentified information to enable interactions with AI modules, in accordance with the Terms. Such combined data is used to improve the performance and functionality of our Service and to develop and refine related services. It is important to note that the shared information **DOES NOT INCLUDE** any personally identifiable information. If you have any concerns or questions regarding the privacy of your information, please refer to our full privacy policy or contact our support team for further assistance.

  Datos may (or may not) charge such third parties for such unidentifiable Information. Datos may also choose not to limit such third parties' use in such unidentifiable Information, provided that, if we choose to do so we shall require that such third parties undertake not attempt to deanonymize such information by combining it with other databases or performing similar actions.

How is Information Shared with Your Employer?

- The Information uploaded to the Service is shared with your health organization through the Service. Datos may also share your Information for the purpose of complying with any applicable law, legal process, governmental request, to enforce any of our legal rights, defend against legal claims, to investigate any illegal use, abuse, violations of our terms and any other similar uses.

- Datos may disclose Anonymized Information obtained through your use of the Service in an anonymized format, which shall not allow a reasonable person to identify you, except when it is permitted under the Terms, or as necessary to enforce them, or when it is required under the law or a court order, or for any of the following purposes:

  o Datos may use service providers for technical aspects of operating and supporting the Service, those third parties might be exposed to information collected based on your activities within the Service.

  o If Datos receives a judicial order that requires it to share or disclose your information or information about you to a third party.

  o In any dispute, claim, prosecution or legal proceedings of any kind arises between you and Datos.

  o If Datos re-organizes the operation of the Service within a different corporation, or if Datos merges into or with other entities or merges the operation of the Service with a third party, Datos shall be entitled to transfer to the new entity a copy of the Information about you collected from the Service, provided however, that those entities agree to be bound by the provisions of this policy. If those entities do not agree to be bound by the provisions of this policy, you shall be given with a proper 30-day

prior notice within the Service and with the opportunity to delete your account Information altogether before the policy changes take effect.

- Except as provided in this Privacy Policy, Datos will <u>not</u> share any identifiable Information with third parties with respect to you and your use of the Service.

<u>Aggregated and Analytical Information</u>. Datos may also use standard analytics tools such as Google Analytics, to learn more about how you and other users' use our Service, and how we should improve our user experience. These tools maintain their own privacy practices in accordance with their own privacy policies to provide their service. Further information about how Google uses data when you use our Service, can be found here.

<u>Our cloud service providers</u>. The server(s) on which the Service are hosted and/or through which any of the Service are processed are located within the State of Israel, United States, Australia and Europe, however, some of the Information may be managed by third parties, in accordance with the place of business of the Healthcare Provider through which you have received access to Datos' Services. Normally, for Customers located in (i) Israel, the data will be hosted on servers located in Israel or Europe; (ii) for customers located in Europe, the data will be hosted on servers located in Europe; (iii) for Customers located in the United States, the data will be hosted on servers located in the United States; and (iv) for Customers located in Australia or New Zeland, the data will be hosted on servers located in Australia. If you have questions on the whereabouts of the servers on which your data is hosted please feel free to contact us at privacy@datos-health.com.

Please note that where we rely on your consent to process any of your Personal Information, you have the right to withdraw or decline consent at any time. Where we rely on our legitimate interests to process your Personal Information, you have the right to object. If you have any questions about or need further information concerning the legal basis on which we collect and use your Personal Information, please contact us through the contact details available below.

<u>Processing user requests with large language model (LLM) partners</u>. In order to enable generative AI capabilities within Our Services, we may share information that you or your patients or Healthcare Providers provide to us through direct upload, manual input, or third-party integrations with large language model (LLM) partners. By using our Services and submitting requests, you agree to have your information submitted to our LLM Partners in order to provide context when generating a response. We will never share any personally identifiable information in its complete form to any other organisation, including our LLM Partners without your explicit consent.

4. DATA RETENTION

All your information is stored via the Google Cloud, which is HIPAA certified. You can see all the information uploaded to the Service when accessing the app or designated website. You can add additional information, but you can't delete information which has been uploaded. You may delete the your account at any time, however, please note that even if you choose to do so, your Information shall not be automatically deleted and shall remain stored on the Google Cloud, unless we are instructed to delete such Information by your health organization or as otherwise required under the applicable law.

Datos will retain your Information for as long as we are instructed to do so by your health organization. If you wish to deactivate your account please contact us via privacy@datos-

health.com. However, please note that we may retain and use your Information as necessary to comply with our legal obligations, resolve disputes, and enforce these Terms.

Notwithstanding the aforementioned, please note that Datos will not retain your Personal Information for longer than necessary for the purposes set out in this Privacy Policy. Different retention periods apply for different types of data, however the longest we would normally maintain Personal Information is ten (10) years.

When you send an email or other communication to privacy@datos-health.com or any other correspondence that you have with us, we may retain those communications to process and respond to your requests and improve our Service.

Please **DO NOT** send us any communication which contains confidential or sensitive information, since we are unable to evaluate whether your content constitutes as confidential or sensitive information, or not, and we may retain or use such communication as described hereinabove, and such retention or use shall not be deemed as a breach of any of our obligations pursuant to this Privacy Policy .

5. SPECIFIC PROVISION FOR CALIFORNIA RESIDENTS

This Section 5 applies to you only if the Healthcare Provider's main place of business is located in the State of California, United States. Datos adopted the following provisions to comply with the California Consumer Privacy Act of 2018 ("**CCPA**") and any terms defined in the CCPA have the same meaning when used in this Section 5.

As further detailed in Section 1 above, the following categories reflect to type of Personal Information which Datos has collected within the last twelve (12) months:

- Identifiers and Personal information as listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)), for example, first names, surnames, telephone numbers, postal address, unique personal identifiers, online Identifiers, Internet Protocol address, business or private email addresses, account usernames or other similar identifiers.
- Electronic network activity information, including, but not limited to, browsing history and any additional information related to your interaction with our Service etc.
- Geolocation data
- Audio, electronic, visual or similar information.
- Inferences.
- information categories as listed in the California Customer Records statute.

Datos may use the Personal Information it collects or receives for its legitimate interests (as set out in Section 3 above), which Datos believes are not overridden by your fundamental rights. Datos may also disclose such Personal Information to third parties for its legitimate purposes as described in Section 3 above.

In the preceding twelve (12) months, Datos has **not** sold any of your Personal Information.

Your rights as a California Resident. You are entitled to request the following specific rights under the CCPA, solely with respect to Personal Information related to you:

- Request to know (a) what categories and specific components of Personal Information we collect about you and from which sources; (b) categories of Personal Information that we disclosed for the purpose described in Section 3 above, and the categories of third parties with whom we have shared any particular category of your Personal Information. If we disclose any of your Personal Information to a third-party, we will provide you, after authenticating your identity, with a list that will identify the specific category of your Personal Information which was disclosed.
- Request that we delete any Personal Information we collect about you. After authenticating your identity, we will delete (and direct our service providers to delete) any Personal Information related to you from our records, unless an exception applies. Please note that if we need to delete any Personal Information related to you following your request, it can take time until we completely delete residual copies of Personal Information from our servers and backup systems.
- Instruct us not to sell any Personal Information related to you that was collected by us.
- You have the right not to be discriminated against by Datos, for exercising your rights under the CCPA.

If you have any concerns about how we process Personal Information related to you, or if you wish to withdraw your consent, for any reason, kindly let us know by sending an email to privacy@datos-health.com. Please note that exercising this right will not affect the lawfulness of any previous processing activities based on consent that was lawfully obtained before its withdrawal. Also, please note that Datos shall not charge you for requesting to exercise any of the rights set forth in this Section 5.

6. SPECIFIC PROVISIONS FOR EU-RESIDENTS

This Section 6 applies to you only if the Healthcare Provider's main place of business is located within the European Economic Area (EEA). Datos adopted the following provisions, to comply with the EU 2016/679 Directive General Data Protection Regulation ("**GDPR**"), pursuant to which Datos will be considered as a "Data Controller" with respect to our use of Personal Information of residents of the European Union.

Legal Basis. Datos bases its processing activities of any Personal Information related to you as "Data Processor" or "Data Controllers" (as applicable) based on the following lawful grounds:
- Datos relies, primarily, on your consent to these Terms of Service, as a legal basis for processing any Personal Information related to you or communicating any other promotional material.
- Datos may collect and use your Personal Information when it is necessary for one of the legitimate uses set out in Section 3 above, which we believe are not overridden by your fundamental rights.
- We may process your Personal Information to comply with a legal obligation and to protect our users' vital interests.

If, at any time, you wish to exercise your rights in accordance with the provisions provided by law (including as provided under this Section 6 of this Privacy Policy) you may send us an email to privacy@datos-health.com and request, under certain circumstances as provided by the GDPR:
- to access your Personal Information together with information about how, and on what basis, such information is being processed. Should you desire to receive such information

in a different format than the one that was provided to you, you can contact us via privacy@datos-health.com and we shall use commercially reasonable efforts to accommodate your request, if applicable.

- to rectify any of the Personal Information being held when such information is inaccurate.
- to delete or restrict access to your Personal Information in limited circumstances as described under the GDPR. Please note that if we need to delete any Personal Information related to you, as per your request, it can take time until we completely delete residual copies of such data from our servers and backup systems.
- to withdraw your consent to the processing of your Personal Information. However, please note that exercising this right will not affect the lawfulness of any previous processing activities based on consent that was lawfully obtained before its withdrawal.
- to obtain and reuse your Personal Information for your own purposes across different services, as part of your right to data portability.

By accessing or using the Service or otherwise providing Information to us, you consent to the processing and transfer of information in and to the European Economic Area (EEA) and other countries and territories, which may have different privacy laws from your country of residence, as further described in Section 8 below.

Please note that you have the right to complain to a Data Protection Authority about our collection and use of your Personal Information. For more information, please contact your local data protection authority in the European Economic Area (EEA).

If you have any concerns with respect to our methods of processing any Personal Information related to you, or if wish to withdraw your consent, for any reason, kindly let us know by sending an email to privacy@datos-health.com or notify your Healthcare Provider.

Datos will not charge you for requesting to exercise any of the aforementioned rights.

7. SPECIFIC PROVISIONS FOR AUSTRALIAN USERS

This Section 7 applies to you only if you are a resident of Australia and also applies to the extent of any inconsistency between this clause and this Privacy Policy as a whole.

- Datos will comply with the Australian Privacy Act 1988 (Cth) (as amended from time to time) with respect to your Personal Information.
- If we use your Personal Information for research purposes, your Information will be de-identified. We will also use de-identified information for quality improvement, audit and benchmarking purposes.
- If we use your Information for purposes other than those identified in this Privacy Policy, your Information will be de-identified for that use.
- Datos will not use your Information to send you marketing or advertising information or information about our products, services or programs.
- Datos will not personalize the Service, or provide content, features and/or advertisements to you, unless specifically asked by you.
- Datos will not share your Information with any third party other than the Customer, except where compelled to do so by law.
- Datos may use or disclose your Personal Information in countries other than Australia including, Israel and Ukraine.
- The servers on which the Service is hosted and/or through which any of the Service are processed are within Australia. You Information will only be stored in Australia.

- Your Information will not be collected, transferred or stored outside of Australia.
- You are entitled to have your Information deleted from the Application if you choose to do so.

8. INTERNATIONAL TRANSFER OF PERSONAL INFORMATION

Your Personal Information may be collected, transferred to and stored by Datos and by our affiliates and such third parties to which Datos discloses your Information in accordance with the provisions of Section 3 above, that are based in Israel, the United States the EEA and in other countries.

Accordingly, you should note that your Personal Information may be processed outside of your jurisdiction, including in countries and jurisdictions that are not subject to an adequacy decision by the European Commission or the applicable local legislature or regulator in your jurisdiction, and may not provide for the same level of data protection as your jurisdiction.

However, please note that Datos takes measures to ensure that any processing of your Personal Information by Datos, its affiliates and such third parties to which Datos discloses your Information in accordance with the provisions of Section 3 above, are governed by adequate level of protection and security contractual obligations and, where applicable, such obligations include the standard contractual clauses or an alternative mechanism for the transfer of data as approved by the European Commission or other applicable regulators or legislators.

By agreeing to the terms of this Privacy Policy, you provide Datos with your consent to collect, transfer and/or store your Personal Information outside of your jurisdiction, to the extent that such consent is require under any applicable law.

9. INFORMATION SECURITY

Please be advised that the confidentiality of any communication transmitted to you or by you via the Internet (including our Websites and Applications, e-mail, and text message) can never be fully guaranteed. Accordingly, and your health care organization are not responsible for the security of Information transmitted via the Internet (including our websites and applications, e-mail, and text message). However, should we become aware of a security breach, we will notify any affected user, so that they can take appropriate protective steps. Such notification shall be issued by Datos in accordance with the applicable (local) laws and regulations, as well as Datos' internal policies.

Downloading the Datos' App is free and available via Google Play and App Store. As a user, you should be aware of application updates and download them as soon as published. Although Datos uses secured platforms such as GCP, you are responsible to secure your mobile and physical environment. Therefore, and in order to keep access to data safe, we recommend you implement the following information security requirements as demanded by HIPAA as well as the following guidelines:

- Do not leave your password unattended and do not give it to an unauthorized person.
- Set a screen saver after at least 20 minutes of inactivity of your mobile device.
- Install an antivirus or end point security CUSTOMER.

You are responsible to inform Datos (either personally or through your care team) in the event of any security breach to any device through which you access the Service (e.g., mobile phone, computer, etc.) or to your portal account immediately after you become aware of such breach.

You shall be fully and solely responsible for any and all data and information which is uploaded to the Service.

10. CONFIDENTIALITY

Each party will preserve the confidentiality of all Confidential Information of the other party obtained in connection with these Terms. Neither party will disclose any Confidential Information of the other party other than where the other party has given its prior written permission or where the Confidential Information must be disclosed by law. "**Confidential Information**" means all information of a confidential nature, in any form whether tangible or not and whether visible or not, disclosed or communicated by you or Datos or which is otherwise learned or accessed by you or Datos as a result of the Service.

11. CHANGES TO THIS POLICY

We reserve the right to change the terms of this Privacy Policy, from time to time, so please review it frequently. If we make material changes to this Privacy Policy, and you are a registered user of the Service, we will notify you when we make any changes through the Service.

12. GOVERNING LAW

If the Service was obtained from Datos Inc. or any of its resellers, all disputes arising out in this Policy will be subject to the governing law of New York, NY, United States of America and the exclusive jurisdiction of the competent courts located in the city of New York, NY, United States of America.

If the Service was obtained from Datos Health Ltd. or any of its resellers, all disputes arising out of this Policy will be subject to the governing law of the state of Israel and the exclusive jurisdiction of the competent courts located in the city of Tel Aviv – Jaffa, Israel.

You agree to submit to the personal and exclusive jurisdiction and venue of these courts, except that nothing will prohibit either party from instituting an action in any court of competent jurisdiction to obtain injunctive relief or protect or enforce its intellectual property rights. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms.

13. MISCELLANEOUS

If you have any question about our Privacy Policy or if you believe that we have not adhered to our Privacy Policy, please notify us by email to privacy@datos-health.com and we will use all commercially reasonable efforts to promptly determine and correct the problem.

Datos Health

Last Modified: October 2024.