# General Terms and Conditions / Terms of Use for medidux™ SaaS

## Contents

1. Provider and scope ..... 2
2. The medidux™ software solution ..... 2
2.1 General ..... 2
2.2 Purpose and nature of the Software ..... 3
2.3 No emergency system and no real-time monitoring ..... 3
5. Provision of the Software ..... 3
6. Right to use ..... 4
7. User group and user accounts ..... 4
8. Medical responsibility ..... 5
9. Customer cooperation duties ..... 5
10. Data protection and responsibility for data ..... 5
11. Patient information, consent and medical confidentiality ..... 6
12. Handling patient data ..... 7
13. Data sharing and third parties ..... 7
14. Interfaces and third-party systems ..... 7
15. Support ..... 8
16. Availability and maintenance ..... 8
17. Additional services ..... 8
18. Fees and payment terms ..... 9
19. Intellectual property rights ..... 9
20. Quality and security ..... 9
21. Customer data and indemnity ..... 10
22. Confidentiality ..... 10
23. References and communications ..... 10
24. Liability and indemnity ..... 11
25. Term and termination ..... 11
26. Effects of termination ..... 12
27. Force majeure ..... 12
28. Amendments to these Terms ..... 12

29. Final provisions.....12

## 1. Provider and scope

These General Terms and Conditions and Terms of Use (the "Terms") govern the provision by the Provider and the use of the medidux™ software solution (software as a service, SaaS) by customers, in particular practices, clinics, hospitals, study centres, care organisations and other medical or administrative institutions (the "Customers").

The Provider is:

mobile Health AG
Mühlebachstrasse 43
8008 Zurich
Switzerland

These Terms apply to all present and future services provided by the Provider in connection with medidux™ insofar as they are declared applicable in offers, order forms, contracts or orders.

To the extent these Terms apply to a Customer, any general terms and conditions or similar terms of that Customer are excluded.

## 2. The medidux™ software solution

### 2.1 General

medidux™ (also referred to as the "Software") is a digital software solution for the structured collection, presentation, transmission and supported processing of patient-related data and information.

The Software may in particular collect and/or display the following data and information:

- symptoms,
- wellbeing,
- vital signs,
- medication,
- therapy-related data,
- questionnaires,
- progress information,
- communications,
- Patient Reported Outcomes,
- study-related information,
- administrative supporting information,
- data relating to interdisciplinary medical meetings, specialist consultations and boards, including case summaries, questions, recommendations, decisions, minutes and related medical information where included in the agreed scope of services,
- genomics, molecular pathology and biomarker data, form and documentation data, and registry and study data where included in the agreed scope of services,
- laboratory data, diagnostic values, laboratory findings and parameters, reference ranges, sample collection times, finding times and related metadata where included in the agreed scope of services.

## 2.2 Purpose and nature of the Software

medidux™ supports healthcare professionals, nursing staff, study coordination and authorised administrative users in the structured collection, presentation and processing of patient-related information.

The Software provides digital support for clinical, administrative or study-related processes.

medidux™:

- does not make diagnoses,
- does not make autonomous treatment decisions,
- does not replace medical advice,
- does not replace medical treatment,
- does not replace emergency care,
- does not provide a definitive medical assessment,
- is not a real-time monitoring or emergency system.

## 2.3 No emergency system and no real-time monitoring

medidux™ is not an emergency system, real-time monitoring system or alarm system.

Notices, warnings, messages or alerts are provided solely as supporting early information and always require professional assessment by the Customer or its healthcare professionals.

## 5. Provision of the Software

The Provider makes medidux™ available to the Customer to the extent specified in a separate agreement (see Section 1 above).

Where agreed, provision includes:

- access to the Software,
- setting up a customer environment,
- configuring user roles and permissions,
- activating agreed modules,
- operating the Software,
- maintenance and updates as part of regular product operations,
- support under the SLA/support policy.

The Customer is responsible for:

- an adequate internet connection,
- suitable end devices,
- secure internal IT processes,
- internal user management,
- correct use of the Software,
- compliance with system requirements.

The Provider is not responsible for the data connection between the Customer’s IT systems and the Provider’s or its service providers’ handover point.

The Provider makes medidux™ available as a web-based SaaS or cloud solution. During the term of the contractual relationship to which these Terms apply, the Customer receives access to medidux™ via an internet connection.
Installation of medidux™ in the Customer's own IT environment is not included unless expressly agreed.

## 6. Right to use

For the term of the contractual relationship to which these Terms apply, the Customer receives a simple, non-exclusive, non-transferable, non-sublicensable right to use medidux™ for the agreed purpose.

Use is permitted only for the Customer's internal purposes and to the extent specified in a separate agreement (see Section 1 above).

In particular, the Customer may not:

- make medidux™ available to third parties outside the agreed user group,
- copy it,
- modify it,
- reverse engineer it,
- decompile it,
- rent it,
- sell it,
- sublicense it,
- use it for unlawful or contractually prohibited purposes,
- use it to provide services to third parties that have not been agreed.

## 7. User group and user accounts

Use is permitted for authorised persons of the Customer, in particular:

- physicians,
- healthcare professionals,
- nursing professionals,
- study coordinators,
- authorised administrative staff,
- technical or organisational administrators.

The persons who may be authorised are specified in a separate agreement. Access is provided through personalised user accounts.

The Customer is responsible for ensuring that:

- only authorised persons receive access,
- user roles are assigned correctly,
- departed or no-longer-authorised persons are promptly deactivated,
- login details are kept confidential,
- unauthorised access is reported promptly,
- internal access and permission policies are followed.

The Provider may block access if there is a security risk, misuse, unauthorised use or serious breach of contract.

## 8. Medical responsibility

The Provider does not provide medical services.

In particular, the Provider does not provide:

- medical diagnoses,
- medical advice,
- medical treatment,
- triage,
- emergency care,
- medical supervision,
- individual treatment recommendations.

Medical responsibility rests exclusively with the Customer and the treating healthcare professionals.

Information displayed in the Software must be professionally reviewed, interpreted and assessed in the relevant care context by qualified healthcare professionals.

The Customer warrants to the Provider that it complies with all applicable medical standards of care, professional duties, documentation and information duties, and organisational requirements.

The Customer must adequately inform patients that medidux™ is not intended for medical emergencies and that usual emergency channels must be used in an emergency.

## 9. Customer cooperation duties

The Customer shall take all reasonable cooperation measures required for the Provider to deliver its services.

These include in particular:

- providing necessary information on time,
- designating professional and technical contacts,
- reviewing and approving configurations,
- providing technical specifications where required,
- training or instructing internal users,
- ensuring internal processes for review, triage, escalation and documentation,
- reporting incidents with as much detail as possible,
- checking whether data from medidux™ must be transferred to the Customer's own patient records,
- ensuring lawful use within the Customer's area of responsibility.

If the Customer fails to meet its cooperation duties, or meets them only in part, the Provider is not liable for any resulting delay, limitation, error or damage.

## 10. Data protection and responsibility for data

The Parties shall comply with all applicable data protection laws, in particular the Swiss Federal Act on Data Protection (FADP) and, where applicable, the European Union General Data Protection Regulation (GDPR).

Where the Customer determines the purposes and means of processing patient data, it is the controller for those data under data protection law.

Where the Provider processes personal data on behalf of the Customer, it acts as processor for those data. In that case, the Parties shall enter into a separate data processing agreement.

The Customer is responsible for:

- the lawfulness of using medidux™ in the relevant care context,
- determining which patients use medidux™,
- correctly assigning patients to institutions, care teams, study centres or care programmes,
- determining and managing authorised users,
- complying with professional, medical and organisational duties,
- internal access control,
- handling data subject rights within the Customer's area of responsibility.

The Provider makes medidux™ available as a technical platform and takes appropriate technical and organisational measures to protect data processed within its area of responsibility.

## 11. Patient information, consent and medical confidentiality

medidux™ provides technical functions through which patients may be informed, before or during use, about the Software, processing of personal data including health data, sharing of data with authorised healthcare professionals, institutions, care teams, study centres or engaged service providers, and the Software's limitations.

Where consent is obtained through medidux™, the Provider documents the patient's consent, including the time, content or version of the consent and, where technically provided, the associated institution, care team, study centre or care programme.

Patients may use medidux™ only if they have given any required consent specified in the Software or another sufficient legal basis exists for the relevant use and data processing.

Where data processing, data sharing or third-party involvement requires release from professional or medical confidentiality under Article 321 of the Swiss Criminal Code, this may be obtained and documented through the consent function provided in medidux™.

The Customer is responsible for correctly assigning patients to the relevant institution, care team, study centre or care programme and granting access only to authorised users.

If the Customer uses medidux™ outside the standard functions, consent texts or data-sharing settings, or involves additional third parties, special study processes, different data flows or its own processing purposes, the Customer is responsible for ensuring that sufficient information, consent or another adequate legal basis is in place and, where required, that a valid release from medical or professional confidentiality has been obtained.

The Customer remains responsible for lawful medical treatment, care, documentation, organisation and use of medidux™ within its area of responsibility.

Patients must be clearly informed through medidux™ or by the Customer that medidux™ is not an emergency system, real-time monitoring system or alarm system, and that usual emergency contacts or emergency numbers must be used in an emergency.

## 12. Handling patient data

The Customer and its users undertake to handle patient data as follows:

- use it only within their professional duties and authorisation,
- not disclose it to third parties without authorisation,
- not store it outside permitted systems,
- not transmit it unencrypted or insecurely,
- not use it for private or contractually prohibited purposes,
- process it only in accordance with the Customer's internal policies and legal requirements.

The Customer is responsible for lawful use of the data.

## 13. Data sharing and third parties

Use of medidux™ may involve sharing or exchanging data among authorised service providers, professionals, study centres, hospitals, practices, care staff, administrative service providers, technical service providers or other authorised bodies.
Such sharing takes place only to the extent that it is:

- provided for by contract,
- necessary for the agreed purpose,
- legally permitted,
- approved or initiated by the Customer,
- carried out within the configured permissions.

The Provider accepts no responsibility or liability for further processing of data by third parties to the extent that it falls outside the Provider's area of responsibility.

## 14. Interfaces and third-party systems

medidux™ may be connected to third-party systems through interfaces, in particular:

- practice information systems,
- hospital information systems,
- laboratory management systems,
- billing systems,
- communications services,
- medical devices,
- IoT devices,
- other administrative or medical systems.

Interfaces are provided only if expressly agreed.

The Provider gives no warranty as to:

- availability of third-party systems,
- functionality of third-party systems,

- security of third-party systems,
- technical or semantic compatibility of external systems,
- accuracy or completeness of data from third-party systems,
- processing of personal data by third parties.

The Customer is responsible for correct configuration, approval and use of third-party systems unless those systems are operated within the Provider's area of responsibility.

## 15. Support

Support is provided in accordance with the offer or a separate SLA/support policy.

A support case exists if medidux™ does not perform the agreed functions in accordance with the contract.

The Customer shall report support cases through the agreed channel and describe the incident as accurately as possible.

Support is generally provided to the Customer's designated contacts or power users.

Direct support to patients is required only if expressly agreed.

## 16. Availability and maintenance

The Provider endeavours to operate medidux™ reliably.

Uninterrupted availability or error-free operation at all times is not guaranteed unless expressly agreed otherwise.

Restrictions may arise in particular due to:

- maintenance,
- security updates,
- technical changes,
- further development,
- internet outages,
- outages at third parties,
- force majeure,
- the Customer's technical infrastructure,
- misconfigurations by the Customer,
- cyberattacks despite appropriate protective measures.

The Provider may carry out maintenance whenever necessary. Scheduled maintenance will be announced in advance where possible.

## 17. Additional services

The Provider or service providers affiliated with it may offer additional services.

These include in particular:

- professional analyses,
- structured reviews,

- data exports,
- data migrations,
- additional training,
- process design,
- interfaces,
- configurations,
- study-related support,
- technical assessments,
- on-site visits.

Additional services are not part of standard use and are charged separately.

The Provider gives no warranty that such services are reimbursable by insurers, payers or third parties.

## 18. Fees and payment terms

Fees are set out in the relevant offer, order form or contract. Unless otherwise agreed, all prices are exclusive of VAT. Invoices are payable within 30 days of the invoice date.

If payment is overdue, the Provider may, after one reminder and a reasonable grace period, suspend access to medidux™ in whole or in part. The fee claim remains payable despite suspension. Other services are charged at the agreed fee rates or according to time spent.

## 19. Intellectual property rights

All rights to medidux™, including the Software, user interfaces, workflows, data models, questionnaire logic, documentation, designs, trademarks, concepts, reports, presentations and further developments, remain with the Provider or the relevant rights holders.

No intellectual property rights in medidux™ are transferred to the Customer.

The Provider may use the Customer's feedback, suggestions for improvement or professional comments to improve and further develop medidux™, provided that confidential information or personal data are not unlawfully disclosed.

## 20. Quality and security

The Provider develops, operates and improves medidux™ through appropriate quality and security processes.

The Provider takes appropriate technical and organisational measures in particular to support:

- availability of the Software,
- integrity of data,
- protection against unauthorised access,
- confidentiality,
- traceability of relevant events,
- secure processing of data

and related objectives.

Absolute protection against disruptions, malfunctions, security incidents or data loss cannot be guaranteed.

## 21. Customer data and indemnity

The Customer is responsible for all content and data provided by it, its users or its patients.

The Customer undertakes not to submit or have processed through medidux™ any content or data that:

- is unlawful,
- infringes personal rights,
- infringes intellectual property rights,
- unlawfully discloses professional secrets,
- contains viruses or malware,
- breaches applicable laws or regulatory requirements.

The Customer shall indemnify the Provider against third-party claims insofar as they arise from unlawful, contractual or duty-related breaches by the Customer, its users or persons within its area of responsibility.

## 22. Confidentiality

The Parties shall keep all confidential information secret.

Confidential information includes in particular:

- patient data,
- technical information,
- security information,
- trade secrets,
- prices,
- contract terms,
- internal processes,
- product information,
- non-public documents.

The confidentiality obligation applies during the contract and continues after it ends. Patient data and trade secrets must be kept confidential indefinitely.

Information is not confidential if it is publicly known, becomes public without a breach of duty, or was already lawfully known to the receiving Party.

## 23. References and communications

The Provider may name the Customer as a reference only with its prior written consent.

Use of a name, logo, trademark, project description, case study, press release or scientific publication requires the prior written consent of the Party concerned.

The Provider may use anonymised and aggregated usage or operational data for internal analyses, quality assurance, product improvement, security analyses and regulatory evidence, provided that individual patients or the Customer’s confidential information cannot be identified.

## 24. Liability and indemnity

The Provider has unlimited liability for damage caused intentionally or by gross negligence and in cases where limiting liability is prohibited by law.

For slight negligence, the Provider is liable only for breach of material contractual obligations and only for foreseeable direct damage that typically occurs.

To the extent permitted by law, the Provider's aggregate liability is limited to the fees paid by the Customer during the twelve months before the event causing the damage.

To the extent permitted by law, the Provider is not liable for:

- indirect damage,
- consequential damage,
- loss of profit,
- lost savings,
- reputational damage,
- business interruptions,
- loss of data within the Customer's area of responsibility,
- third-party claims,
- the Customer's medical decisions,
- treatment errors,
- failure to respond to patient entries,
- emergency processes,
- errors or outages in third-party systems,
- incorrect or incomplete entries by patients or users.

The Customer shall indemnify the Provider against third-party claims insofar as they arise from medical decisions, omissions, treatment, triage, emergency processes or other medical duties within the Customer's area of responsibility.

## 25. Term and termination

The contract term is set out in the offer or order form.

If no fixed term is agreed, either Party may terminate the contractual relationship on three months' notice effective at the end of a calendar month.

Either Party may terminate the contract extraordinarily for good cause without notice.

Good cause exists in particular if:

- a Party breaches material contractual obligations and fails to remedy the breach within a reasonable period despite a warning,
- the Customer is more than two months late in paying an amount due,
- the Customer misuses medidux™,
- regulatory or data protection requirements are seriously breached,
- continuation is unreasonable for legal, regulatory or security reasons.

## 26. Effects of termination

The Customer's right to use medidux™ ends when the contract ends.

After termination, the Provider shall, on request, make the Customer's own data available in a commonly used format insofar as technically possible, legally permitted and contractually required.

The Provider will reasonably assist with migration to a third-party provider for a fee based on time spent unless otherwise agreed.

Deletion, return or retention of personal data is governed by the Data Processing Agreement and statutory obligations.

## 27. Force majeure

Neither Party is liable for delay or non-performance to the extent caused by events beyond its reasonable control.

These include in particular:

- natural events,
- war,
- acts of terrorism,
- pandemics,
- government measures,
- strikes,
- power outages,
- communications infrastructure outages,
- internet outages,
- cyberattacks that could not be prevented despite appropriate security measures.

## 28. Amendments to these Terms

The Provider may amend these Terms at any time for objective reasons, in particular due to:

- changes in law,
- regulatory requirements,
- technical developments,
- security requirements,
- changes in the scope of services,
- changes to the operating model.

Material changes will be communicated to the Customer appropriately.

Individual agreements in the offer or order form remain unaffected.

## 29. Final provisions

Amendments to individual agreements must be made in writing or in an electronic form accepted by both Parties.

The Provider may engage third parties to perform services provided that data protection requirements are met.

The Customer may transfer rights and obligations under contractual relationships governed by these Terms only with the Provider's prior written consent.

If any provision is or becomes invalid, the validity of the remaining provisions shall not be affected. The Parties shall replace the invalid provision with a valid one that comes as close as possible to its commercial purpose.
Swiss substantive law applies, excluding conflict-of-law rules and the United Nations Convention on Contracts for the International Sale of Goods.

The exclusive place of jurisdiction is Zurich.