

PARTNER'S - TERMS AND CONDITIONS

1. GENERAL

1.1 In these terms and conditions of use ("Partner's Terms and Conditions"), the word "Partner" mean each person or legal entity who accesses or uses the Partner Services (as defined below), including any business or other entity on behalf of which any Partner Service is accessed. The word "Company" means Zyberia AS.

1.2 Please review these Partner's Terms and Conditions before using or accessing the subscription services offered by the Company (each, a "Service," collectively "Services").

1.3 All Services are provided by the Company. By accessing or using any Service, you signify that you have read, understand, and agree to be bound by these Partner's Terms and Conditions. These Partner's Terms and Conditions enter into force upon your payment and use of the Services.

1.4 IF YOU DO NOT AGREE TO THESE TERMS WITHOUT LIMITATION OR EXCLUSION, YOU MUST IMMEDIATELY STOP USING THE SERVICE.

2. SERVICES AND SUPPORT

2.1 Subject to these Partner's Terms and Conditions, Company will provide the Services which comprises the services described in your subscription, which may contain (i) the collection of Patients Data (as defined in section 5.1. below) and (ii) your access to certain pieces of Patients Data shared by patients.

2.2 Partner shall sign up for an account with the Company through Company's website and choose the Partner Type service subscription. Each Partner Type subscription and the related services to be provided under each subscription are defined in Company's website. Company shall provide the Partner with the applicable documentation for its Partner Type, if applicable.

2.3 The Company shall also provide support services as defined in Exhibit A.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Partner will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels.

3.2 Further, Partner may not remove or export from the country in which this agreement is signed for or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws, or regulations of the country in which this agreement is signed for. The Software and documentation are "commercial items" and are deemed to be "commercial computer software" and "commercial computer software documentation". Any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

3.3 Partner represents, covenants, and warrants that Partner will use the Services only in compliance with these Partner's Terms and Conditions and all applicable laws and regulations. Partner hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements, and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Partner's use of Services. Although Company has no obligation to monitor Partner's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

3.4 Partner represents, covenants, and warrants that Patient Data will handled with the highest degree

of care and as provided in applicable law and regulation. Patient Data may contain several medical information from the patients that use the service and agree to share such data with the relevant Partner, such as personal data, allergies, medications, diagnosis, and others (as furthermore defined in section 5.1.). Patient Data is and shall remain owned by the patient that uses the services. Company shall have an agreement in place with the Patient that allow for it to share certain Patients' Data with the Partner.

3.5 Partner shall be responsible and shall indemnify and hold harmless Company against any damages, losses, liabilities, settlements, and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from Partner's use or misuse of Patient Data, data breach, and related issues.

3.6 Partner shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Partner shall also be responsible for maintaining the security of the Equipment, Partner account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Partner account or the Equipment with or without the Company's knowledge or consent.

4. CONFIDENTIALITY; PROPRIETARY RIGHTS

4.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality, performance of the Service, and Intellectual Property (as defined below). Proprietary Information of Partner includes non-public data provided by Partner to Company to enable the provision of the Services, which shall also be considered Partner Data (as defined in section 5.1. below). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use

(except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by them prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

4.2 Partner shall own all right, title, and interest in and to the Partner Data, such as data included in the system by the Partner (and as defined in section 5.1. below). Company shall own and retain all right, title, and interest in and to (a) the Services and Software, all improvements, enhancements, or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, (c) all intellectual property rights related to any of the foregoing, and (d) all aggregated data and/or insights that Company generates and displays to Partner from Partner and Patient data.

4.3 Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Partner Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

5. DATA

5.1 All data within the Services comprise of (i) Patients' Data, which means all information uploaded

by the patient to the Services via the Patient's portal (such as, but not limited to, personal and payment information, medicines, and allergies), (ii) Partner Data, which means all information uploaded by the Partner and related to the Partner (such as, but not limited to, partners legal entity name, payment info, subscription chosen, and if applicable information to the patients), and (iii) Company Data, which shall be the aggregated and anonymized data processed by the Company.

5.2 The Partner hereby grants to Company, the irrevocable license to access and use the Partner Data, that are necessary for Company to provide and improve the Services. The Company may freely and permanently use the Partner Data in an anonymized or aggregated manner to offer additional services for Partners and third parties, to provide reports and information to Partners and other third parties, for statistical purposes, to develop and/or enhance activities of the Service and quality improvement tasks and others.

6. PAYMENT OF FEES

6.1 Partner shall pay the fee for the subscription period (the "Subscription Fee") defined on Company website and may be billed on monthly or yearly basis depending on the choice of subscription when registering with the Company.

6.2 The Subscription Fee is subject to change upon thirty (30) days' notice from us. Such notice may be provided at any time through the Company's website, the Service, or by email. The new fees will apply to your following subscription period unless you terminate your subscription.

6.3 There are no refunds or credits for termination of your account before the end of the subscription period.

6.4 The Company reserves the right to suspend the Services in the case of non-payment of the Subscription Plan's consideration.

6.5 Payments are processed via a third-party service provider, Stripe Inc. ("Stripe"). Stripe is licensed to provide these payment services and complies with the relevant laws and regulations. All payments for the Services are subject to the Stripe (<https://stripe.com/en-no/privacy>), which may be amended by Stripe from time

to time.

6.6 All card data and other payment information is stored by Stripe. The Company does not store any card data but can see the last 4 digits of the payment card.

6.7 The Partner provides the payment information directly to Stripe and authorizes Stripe to process card payments for the Services on the Partner's behalf. The payment amount will be equal to the total pricing of the Partner's order.

6.8 In the case the debit or credit card is rejected, the Partner may update the payment information. Payment must go through for the order to be submitted and processed.

6.9 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company fifteen (15) days after the mailing date of the invoice. Unpaid amounts are subject to the standard finance charge set by the government in the country in which the agreement is signed, per month, on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Partner shall be responsible for all taxes associated with Services other than taxes based on Company's net income.

7. SUBSCRIPTION PERIOD AND TERMINATION

7.1 The standard subscription period is one year from the day you signed up to the Services.

7.2 The Partner may terminate its subscription for the Service with 30 days' notice prior to the automatic renewal date of the subscription period. You are solely responsible for properly cancelling your account. Any prepaid amounts will not be refunded.

7.3 In addition to any other remedies it may have, either party may also terminate the Services upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of these Partner's Terms and Conditions.

7.4 All sections of these Partner's Terms and Conditions which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality

obligations, warranty disclaimers, and limitations of liability.

8. INTELLECTUAL PROPERTY

8.1 The Company retains all rights to all elements of the Service. This includes, but is not limited to, the rights and ownership to algorithms, source code, object code, know how, manuals and specifications, accompanying documentation, Partner Type documentation, user interface design, graphics, illustrations, data, drawings, images, concepts, techniques, and specifications, design, trademarks, know-how, trade secrets, copyrights, and all other intellectual property rights (collectively, "Intellectual Property").

8.2 Any of Company's Intellectual Property shared with the Partner shall be deemed confidential information under these Partner's Terms and Condition.

9. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. However, Company does not warrant that the Services will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the Services. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

10. INDEMNITY

10.1 Partner agrees to defend, indemnify, and hold

Company and its affiliates harmless from and against any demands, loss, liability, claims, or expenses (including attorneys' fees) made against Company by any third party due to or arising out of or related to (i) Partner Data; (ii) Partner's violation or breach Patient Data's obligations under these Terms and Conditions or applicable law or regulation, including security breach, (iii) use of the Service; (iv) Partner's violation of any law or regulation or the rights of any third party; and (v) violation of these Partner's Terms and Conditions, or violation of any rights of another.

11. LIMITATION OF LIABILITY

11.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY PARTNER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. MISCELLANEOUS

12.1 If any provision of these Partner's Terms and Conditions is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Partner's Terms and Conditions will otherwise remain in full force and effect

and enforceable. These Partner's Terms and Conditions is not assignable, transferable, or sublicensable by Partner except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under these Partner's Terms and Conditions without consent.

12.2 These Partner's Terms and Conditions are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of these Partner's Terms and Conditions, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.

12.3 No agency, partnership, joint venture, or employment is created as a result of this Agreement and Partner does not have any authority of any kind to bind Company in any respect whatsoever.

12.4 these Partner's Terms and Conditions will be governed by and construed in accordance with Norwegian law, without regard to its conflicts of law provisions. Partner agrees to the personal jurisdiction by and venue in the Oslo District Court for all disputes related to or arising out of these Partner's Terms and Conditions and waive any objection to such jurisdiction or venue.

12.5 Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable Norwegian and local laws and regulations, including but not limited to export and import regulations.



EXHIBIT A

Support Terms

Company will provide Technical Support to Partner via electronic mail on weekdays during the hours of 9:00 am through 5:00 pm CET time, with the exclusion of National Holidays ("Support Hours").

Partner may initiate a helpdesk ticket during Support Hours by emailing support@healthb.no.

Company will use commercially reasonable efforts to respond to all Helpdesk tickets within three (3) business days.