

MASTER LICENSE & SERVICES AGREEMENT

This Master License and Services Agreement (together with its appendixes, the “**Agreement**”) is made as of [____], 2026 (the “**Effective Date**”) between [____], a [____] corporation with its principal place of business at [____], (the “**Licensee**”), and MDClone Ltd. a limited liability company with its principal place of business at 77 Ha’Energy Street, Be’er Sheva, Israel (“**MDClone**”).

WHEREAS the Parties wish to enter into a call-off contract under the applicable public sector framework (as identified in the Call-Off Order Form) for the supply, installation and support of MDClone’s ADAMS Platform and related services, as described in the Call-Off Contract.

NOW THEREFORE it is agreed, for good and valuable consideration, as follows:

1. *License; Services.*

1.1 License. Subject to and in accordance with the Call-Off Contract, MDClone hereby grants Licensee, and Licensee hereby accepts, a personal, non-exclusive, non-transferable and non-sub licensable license for Licensee to install and use MDClone’s ADAMS Platform, (together with its documentation, the “**Platform**”), for the term set out in the Call-Off Contract and solely for the Licensee’s internal business purposes as described in the Call-Off Contract. Licensee shall provide access only to Authorized User(s) to the Platform and shall be responsible for their acts and omissions.

“**Authorized User(s)**” means an individual within Licensee who is designated by Licensee as an Authorized User and is bound by the same protections as afforded to the Call-Off Contract.

1.2 Services. MDClone shall provide the professional services (the “**Services**”) as defined in the Call-Off Contract. If MDClone uses any of its property as part of Services, that property remains MDClone’s property and Licensee acquires no right or interest in that property. If MDClone engages subcontracts to provide the Services, MDClone shall remain responsible for the Services, subject to the Call-Off Contract.

2. *Use of the Platform.*

2.1 Restrictions. Unless expressly permitted in this Agreement, Authorized User(s) and Licensee may not (i) copy the Platform; (ii) assign, sublicense, transfer, pledge, lease, rent, distribute or share the Platform or its rights under this Agreement; (iii) separate any component part of the Platform, or separately use any component part thereof on any equipment, machinery, hardware or system; (iv) decompile, disassemble, reverse compile, reverse engineer, create derivative works of or reproduce the Platform or any parts thereof; (v) remove or destroy any proprietary marking or legends placed upon or contained within the Platform; (vi) develop methods to enable unauthorized parties to use the Platform; (vii) attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming or interoperability interfaces of the Platform by any means whatsoever; (viii) access or use the Platform in connection with the development, provision, or use of a competing software service or product, (ix) use the Platform for timesharing, or service bureau purposes or otherwise use or allow others to use the Platform to or for the benefit of third parties; or (x) permit or encourage any third party to do any of the foregoing.

2.2 Licensee Responsibilities. Licensee shall use the Platform in compliance with all applicable laws and regulations. Licensee shall cooperate with and assist MDClone in MDClone’s performance of the Services and grant MDClone any required rights and licenses in order for it to perform its obligations under the Agreement. Licensee shall be solely responsible for procuring and maintaining in proper working order, throughout the Term and at Licensee’s own expense, the hardware, operating environment (including operating system software), third party software, database management systems and services, backup means and infrastructure necessary for installation and operation of the Platform, including any requirements set out in the Call-Off Contract. Licensee shall be solely responsible for preventing any virus infections, security

breaches, and other disabling events from damaging the Platform. Licensee shall promptly inform MDClone in writing from time-to-time as to any problems encountered with the Platform, if any, and any breaches or potential breaches of this Agreement by any third party of which Licensee becomes aware or by Licensee.

2.3 Licensee acknowledges that the MDClone Platform provides additional points of information and is not a substitute for the professional judgment of healthcare providers in diagnosing and treating patients.

3. ***Ownership; Third Party Software.***

3.1 Ownership. The Platform and Services, all copies and derivative works thereof (by whomever created, including those changes made at the suggestion of Licensee), the associated goodwill, copyrights and know-how and any intellectual property rights, are and shall remain owned solely by MDClone or its licensors (including without limitation all concepts, methods, methodologies, procedures, processes, know-how, techniques and models conceived, created or reduced to practice in connection with the Services). Except for the license expressly granted under this Section, no other license, right, or interest in any trademark, copyright, know-how, patent, service mark or other intellectual property right in the Platform or any part or derivative work thereof is granted or conveyed to Licensee. MDClone reserves any and all rights not expressly granted to Licensee by this Agreement. Notwithstanding any other provision in this Agreement, MDClone shall own any suggestions, comments, feedback, or ideas provided by Licensee in respect of the Platform (collectively, “**Feedback**”), without restriction and without compensation, all of which are assigned by Licensee to MDClone. y.

3.2 Third Party Software. The Platform may include or interface with third-party software or components. Unless the Call-Off Contract expressly states otherwise, MDClone remains responsible for the Deliverables and Services under the Call-Off Contract (including support and security obligations) regardless of any third-party components.

4. ***Support and Maintenance.***

During such period and on such terms as described in the Call-Off Contract, MDClone shall provide Support and Maintenance services (“**S&M**”) in accordance with the SLA attached hereto as **Appendix A**.

IN WITNESS WHEREOF, the parties have caused this Master License Agreement to be executed by their duly authorized representatives.

By: _____

MDClone Ltd.

Name of Signatory:

Title:

By: _____

LICENSEE

Name of the organization:

Name of Signatory:

Title:

Appendix A

SLA

The below service levels shall apply to the provision of support and maintenance services by MDClone as part of the Master License and Services Agreement by and between MDClone and the Licensee (the “MLSA”). *Capitalized terms not otherwise defined in this SLA shall have the meaning set forth in the MLSA.*

1. MDClone Support Model. MDClone support model is based on three (3) support tiers:

(1) Tier 1 - End Users Support. The goal of Tier 1 is to support any End User’s technical and applicative issues, such as:

- *Technical:* working station resources (VDI), network issues, permissions, browser (or any other software) version, etc.
- *Applicative:* user permission, data issues (missing data elements and understanding the data), any help and support needed for working with the system.

Responsibility: Licensee

(2) Tier 2 - Infrastructure and Data loading Issues. The goal of Tier 2 is to support any infrastructure and applicative issues, such as:

- *Infrastructure:* servers, OS, network issues, security issues, storage, systems services, and data loading process.
- *Applicative:* permission, data issues (missing data elements and understanding the data), any help and support needed for working with the system.

Responsibility: Licensee

(3) Tier 3 - Advanced Errors Fixing. The goal of Tier 3 is to support any issues that Licensee was not successful in solving per Tier 1 and Tier 2. In such event, the Licensee shall open a support call on the Reporting and Support Center and/or contact the Customer Service Support Center, all based on MDClone’s Help Desk Guide provided to the Licensee, and according to the terms and conditions of this Service Level Agreement.

Responsibility: MDClone

2. As part of the Tier 3 services, MDClone shall provide Licensee with the following support services during the License Term:

- Reporting and Support Portal.** 24/7 access to MDClone’s online Reporting and Support Portal.
- Customer Service Support Center.** Access to support by MDClone’s staff located at its Customer Service Support Center through remote access to Licensee’s premises and/or over the phone. Support through the Customer Service Support Center will be provided on Sunday through Thursday (not including holidays) (“**Business Days**”), during regular business hours (9:00 am to 6:00 pm EST in Australia, North America and South America, and 9:00 am to 6:00 pm Israel time in all other regions (collectively, the “**Working Hours**”)).
- Error Correction and Bug Fixes*.** MDClone will employ commercially reasonable efforts to correct any defect or failure of the Platform to perform in accordance with its expected

functionality based on the SOW (“**Error**”) which shall be classified in accordance with the severity levels as follows:

Priority	Classification	Response Time Schedule
1 No system access (Blocking)	Licensee’s production use of the Platform is stopped.	MDCClone will begin work on the Error within four (4) Working Hours of Licensee’s initial notification of the Error on MDCClone Support Portal or through Customer Service Support Center (“Error Notification”) and engage staff until an acceptable workaround is achieved. MDCClone shall use commercially reasonable efforts to resolve such Error within forty-eight (48) Working Hours of the Error Notification. In the event MDCClone cannot provide such a workaround within forty-eight (48) Working Hours of the Error Notification, MDCClone agrees to escalate the issue to the appropriate MDCClone executive for resolution.
2 Critical	Licensee’s production use of the Platform is so severely impacted that the Licensee cannot reasonably continue work.	MDCClone will begin work on the Error within eight (8) Working Hours of the Error Notification, and will engage staff until an acceptable workaround is achieved. MDCClone shall use commercially reasonable efforts to resolve such Error within ninety-six (96) Working Hours of its receipt of the Error Notification. In the event MDCClone cannot provide such workaround within ninety-six (96) Working Hours of its receipt of the Error Notification, MDCClone agrees to escalate the issue to the appropriate MDCClone executive for resolution.
3 High	Important Platform features are unavailable with no acceptable workaround. Licensee’s production use of the Platform is continuing, but there is a material impact on the Licensee’s	MDCClone will provide an initial response within twenty-four (24) Working Hours of the Error Notification, and will consider a workaround, if appropriate, and Platform enhancements for inclusion in a subsequent Platform update.

	productivity.	
4 Medium	Important standard Platform features are unavailable, but a workaround is available; or Less significant Platform features are unavailable with no reasonable workaround. Licensee's work, regardless of the environment or product usage, has minor loss of operational functionality or implementation resources.	MDCClone will provide an initial response within forty-eight (48) Working Hours of the Error notification and will consider Platform enhancements for inclusion in a subsequent Platform update.
5 Low	Licensee requests information, an enhancement or documentation clarification regarding the Platform, but there is no impact on the operation of the Platform. Licensee's implementation or production use of the Platform is continuing and no work is being impeded at the time.	MDCClone will provide clarification regarding the requested information, enhancement or documentation within ten (10) Working Days of the Error Notification, and will consider Platform enhancements or documentation updates for inclusion in a subsequent Platform update.

*Installation of new OS patches is hereby excluded and shall be conducted or fixed by MDCClone. Licensee should verify with MDCClone whether any such OS patch is certified by MDCClone.

- D. **Updates and New Releases.** MDCClone will provide Licensee, at no additional charge, all updates, releases and improvements to the Platform that MDCClone provides to all of its customer as part of the subscription for the Platform and as part of its ordinary course maintenance services ("Updates"), if and when such Updates are generally made available. Updates typically include up to 2 major releases per year, along with multiple patches as MDCClone deem necessary. MDCClone shall provide support services for up to 2 major releases back (older versions of the Platforms shall not be supported by MDCClone). Licensee undertakes to accept all patches and/or hot-fixes per each installed release within up 3 months from their release.
- E. **Upgrades.** Upgrade(s) are estimated to take up to 50 professional service hours. In the event that the actual effort invested by MDCClone in connection with an upgrade is less than, or equal to, 50 hours, MDCClone will invoice the Licensee for actual effort invested. In the event that such effort exceeds 50 hours, the payment by the Licensee shall be capped at, and MDCClone will invoice the Licensee for, 50 hours.

Appendix B

DATA PROCESSING ADDENDUM

This Data Processing Addendum (“**DPA**”) is incorporated by reference into the agreement governing the use of MDClone’s services (“**Agreement**”) entered by and between you, the Customer (as defined in the Agreement) (collectively, “**you**”, “**your**”, “**Customer**”), and MDClone entity set forth in the Agreement (“**MDClone**”, “**us**”, “**we**”, “**our**”) to reflect the parties’ agreement with regard to the Processing of Personal Data by MDClone solely on behalf of the Customer. Both parties shall be referred to as the “**Parties**” and each, a “**Party**”.

1. DEFINITIONS. When used in this Addendum, the following terms have the meaning ascribed next to them:

- 1.1. “**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control”, for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- 1.2. “**Data Protection Laws**” means the GDPR and UK GDPR and applicable EU Member State laws implementing or supplementing the GDPR, rules and guidelines implementing or supplementing the GDPR and UK GDPR, as amended, replaced or superseded from time to time, and any other directly applicable privacy and data protection laws to MDClone in the Processing of Personal Data under the Agreement.
- 1.3. “**EEA**” means European Economic Area.
- 1.4. “**Government Authority Request**” means any subpoena, warrant or other judicial, regulatory, governmental or administrative order by a government or quasi-governmental or other regulatory authority (including law enforcement or intelligence agencies) seeking or requiring access to or disclosure of Personal Data.
- 1.5. “**Subprocessor(s)**” means any person or entity appointed by or on behalf of MDClone to Process Personal Data in connection with the Services.
- 1.6. “**UK GDPR**” means the Data Protection Act 2018, as well as the GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (SI 2019/419).
- 1.7. “**GDPR**” means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- 1.8. “**Services**” means the services provided to Customer by MDClone in accordance with the Agreement.
- 1.9. “**Personal Data**”, “**Process/Processing**”, “**Controller**”, “**Processor**”, “**Personal Data Breach**”, “**Supervisory Authority**”, “**Member States**” and “**Data Subjects**” shall have the meanings given to them in the GDPR or equivalent terms under applicable Data Protection Laws.

2. PROCESSING OF PERSONAL DATA AND PARTIES' OBLIGATIONS.

- 2.1. **Roles of the Parties.** The Parties acknowledge and agree that the Customer is the Controller and MDClone is the Processor of the Personal Data Processed pursuant to the Services.
 - 2.2. **Customer's Processing of Personal Data.** Customer hereby represents that: (i) the Personal Data provided to MDClone for the provision of the Services was collected, Processed and transfer to MDClone lawfully, in accordance with Data Protection Laws; (ii) it has established a documented purposes and legal basis for the Processing of Personal Data, it has determined retention periods for the Processing of Personal Data, it transfers Personal Data outside of the EEA or the UK in accordance with the applicable safeguards of the Data Protection Laws, it implements adequate technical and organizational measures to secure Personal Data on its premises servers, it implements Data Subjects' rights in accordance with Data Protection Laws, and it has provided Data Subjects with all required privacy notices.
 - 2.3. **MDClone's Processing of Personal Data.** When Processing on Customer's behalf under the Agreement, MDClone shall Process Personal Data for the following purposes: (i) Processing in accordance with Customer's instructions, as described in the Agreement and this DPA; (ii) Processing for Customer as part of its provision of the Services; (iii) Processing to comply with other Customer's reasonable and documented instructions, where such instructions are consistent with the terms of the Agreement, regarding the manner in which the Processing shall be performed. MDClone will inform Customer, if in MDClone's opinion an instruction infringes any provision under applicable law to which MDClone is subject before Processing, unless such law prohibits such information on important grounds of public interest.
 - 2.4. **Details of Processing.** The subject-matter of Processing of Personal Data by MDClone is the performance of the Services pursuant to the Agreement and the purposes set forth in this DPA. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Annex I (Details of Processing) to this DPA.
3. **MDCLONE'S PERSONNEL.** MDClone shall ensure that access to the Personal Data by its personnel is limited to a need to know and/or access basis, and that its personnel receiving such access is subject to written confidentiality undertakings or statutory obligations of confidentiality.
4. **MDCLONE'S SUBPROCESSORS.**
- 4.1. **Appointment of Sub-processors.** Customer acknowledges and agrees that (i) MDClone's Affiliates may be engaged as Subprocessors; and (ii) MDClone and MDClone's Affiliates on behalf of MDClone may each engage third-party Subprocessors in connection with the provision of the Services.
 - 4.2. **List of Current Subprocessors.** The current list of MDClone Subprocessors is included in Annex III to this DPA.
 - 4.3. **Notification and Objection to New Subprocessors.** MDClone shall provide the Customer with reasonable prior notice of any intended addition or replacement of a Subprocessor. The Customer may object on reasonable and explained grounds relating to the protection of Personal Data. The Parties shall work in good faith to address the objection. MDClone shall not appoint the proposed Subprocessor for the relevant Processing unless and until the objection is resolved or the Customer withdraws its objection.

- 4.4. **Agreements with Subprocessors.** Where MDClone engages a Subprocessor, MDClone will enter into written agreements no less onerous than this DPA. Where a Subprocessor fails to fulfil its data protection obligations concerning its Processing of Personal Data, MDClone shall remain responsible for the performance of the Subprocessor's obligations.

5. INTERNATIONAL DATA TRANSFERS.

- 5.1. When MDClone and/or its Affiliates transfer Personal Data from within the UK or the EEA to third countries, the cross-border data transfer takes place on the basis of: (i) an adequacy decision; or (ii) any one of the transfer mechanisms consistent with the requirement of Data Protection Laws.
- 5.2. For the purpose of this DPA, the Parties agree that the standard contractual clauses for Controller to Processor (Module 2) as approved by the European Commission Implementing Decision (EU) 2021/914 of 4 June 2021, including all Annexes thereto, as may be amended or replaced from time to time ("EU SCCs") are incorporated herein by reference and the Parties are deemed to have accepted and signed the EU SCCs where necessary in their entirety. For all intents and purposes, the Annexes of this DPA, shall be deemed to be the Annexes of the EU SCCs.
- 5.3. The Parties agree that with respect to the election of specific terms and/or optional clauses required by the EU SCCs the following shall apply and any optional clauses not expressly selected are not included: (i) as between the Parties, MDClone will be deemed the "data importer" and Customer will be deemed the "data exporter"; (ii) Clause 7 is opted out; (iii) Clause 9 - option 2 (general written authorization) will apply, the authorization period will be 10 days, the agreed sub processor(s) list is attached as Annex III to the DPA; (iv) Clause 11 - the optional language will not apply; (v) Clauses 17 and 18 shall be completed in accordance with the Call-Off Contract and applicable Data Protection Laws.
- 5.4. For the purpose of this DPA, the Parties agree that International Data Transfer Addendum to the EU Commission Standard Contractual Clauses as approved by the Information Commissioner's Office (ICO) under S119A(1) Data Protection Act 2018 and in force 21 March 2022 ("UK Addendum"), are incorporated herein by reference and the Parties are deemed to have accepted and signed the UK Addendum where necessary in their entirety.
- 5.5. The Parties agree that with respect to the election of specific terms and/or optional clauses required by the UK Addendum the following shall apply and any optional clauses not expressly selected are not included:
- 5.5.1. In Part 1: (i) Table 1: Parties – Start date is the start date of the Agreement between MDClone and the Customer; as between the Parties, MDClone will be deemed the "data importer" and Customer will be deemed the "data exporter"; (ii) Table 2: Selected SCCs, Modules and Selected Clauses: the box "the version of the Approved EU SCCs, which this Addendum is appended to, detailed below, including the Appendix Information" is checked and the date is the Agreement date; (iii) Table 3: Appendix Information - Annex 1A: List of Parties: MDClone and Customer as set out in the Agreement; Annex 1B: Description of Transfer: as set out in Annex I; Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data: as set out in Annex II; Annex III: List of Sub processors (Modules 2): as set out in Annex III; (iv) Table 4: Ending this Addendum when the Approved Addendum Changes – the box "Importer" is checked;
- 5.5.2. Part 2: Mandatory Clauses is applicable.

6. TECHNICAL AND ORGANIZATIONAL MEASURES.

- 6.1. Since the Services are based on an on-prem installation, Customer is responsible to implement and maintain appropriate technical and organizational measures in its systems and servers during the use of the Service to ensure a level of security of its own Personal Data appropriate to the risk.
- 6.2. Regarding access to Personal Data (including remote access) during implementation and maintenance of the Services, MDClone shall implement and maintain appropriate technical and organizational measures to ensure a level of security of the Personal Data appropriate to the risk, taking into account the nature, scope and context of the Processing and the costs of implementation. MDClone is Cyber Essentials Certified and ISO 27001 Certified. Such technical and organizational measures are described in Annex II hereto, which may be amended from time to time by MDClone provided the overall level of security shall not be degraded.

7. PERSONAL DATA BREACH.

- 7.1. MDClone shall promptly and without undue delay notify Customer by written notice upon MDClone becoming aware of a Personal Data Breach relating to Personal Data Processed for the provision of the Services.
- 7.2. MDClone shall reasonably assist Customer with providing available information in MDClone's possession relating to a Personal Data Breach relating to Personal Data Processed for the provision of the Services.
- 7.3. Any notification to Supervisory Authorities or Data Subjects, if required, will be the responsibility of the Customer.
- 7.4. MDClone shall make reasonable efforts to identify and take steps as MDClone deems necessary and reasonable in order to remediate and/or mitigate the cause of a Personal Data Breach for which MDClone is responsible to the extent the remediation and/or mitigation is within MDClone's reasonable control. The obligations herein shall not apply to incidents that are caused by Customer or anyone who uses the Services on Customer's behalf.
- 7.5. Customer will not make, disclose, release or publish any finding, admission of liability, communication, notice, press release or report concerning any Personal Data Breach which directly or indirectly identifies MDClone (including in any legal proceeding or in any notification to regulatory or supervisory authorities or affected individuals) without MDClone's prior written approval, unless, and solely to the extent that, Customer is compelled to do so pursuant to applicable Data Protection Laws. In the latter case, unless prohibited by such laws, Customer shall provide MDClone with reasonable prior written notice to provide MDClone with the opportunity to object to such disclosure and in any case, Customer will limit the disclosure to the minimum scope required.

- 8. DATA SUBJECT RIGHTS.** MDClone shall notify Customer or refer Data Subject to Customer, if MDClone receives a request from a Data Subject to exercise his/her rights under applicable Data Protection Laws. Taking into account the nature of the Processing, MDClone shall assist Customer by implementing appropriate technical and organizational measures, insofar as this is possible and reasonable, for the fulfilment of Customer's obligation to respond to a Data Subject request under Data Protection Laws.

9. DATA PROTECTION IMPACT ASSESSMENT AND PRIOR CONSULTATION. Upon Customer's reasonable request, MDClone shall provide Customer with reasonable cooperation and assistance needed to fulfil Customer's obligation under the Data Protection Laws to carry out a data protection impact assessment related to Customer's use of the Services, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to MDClone. MDClone shall provide reasonable assistance to Customer in the cooperation or prior consultation with the Supervisory Authority.

10. RETENTION, DELETION OR RETURN OF CUSTOMER PERSONAL DATA.

- 10.1. Within 30 days of the end of the term of the license or earlier at Customer's written request and to the extent commercially reasonable, MDClone shall promptly delete, return, or destroy all copies of any Personal Data, provided such Personal Data is not required to perform the Services, and unless required to retain such Personal Data under applicable law or data is included on backup files (which shall be deleted based on MDClone's backup policy).
- 10.2. To the extent deletion of the Personal Data requires disproportionate effort, MDClone shall make best efforts to segregate and secure the non-active Personal Data, such that it cannot be processed; and ensure that it may be accessed only by the minimum necessary number of authorized personnel solely if required for internal administrative purposes such as data management, compliance and data security.

11. INSPECTION AND AUDIT RIGHTS.

- 11.1. MDClone shall, subject to a 45 days prior written notice and advance coordination, reasonably cooperate with audits or inspections (the "**Audit**") conducted by Customer or any independent third party appointed by the Customer for conducting such audit, provided such third party is not a competitor of MDClone (the Customer or its appointee shall be referred to as the "**Auditor**"). The Audit shall be limited to verifying MDClone's compliance with this DPA with respect to Processing of Personal Data by MDClone under this DPA. Audits will not be conducted more than once annually.
- 11.2. MDClone shall make commercially reasonable efforts to provide to the Auditor materials and information requested by the Auditor which are necessary for the purposes of the Audit and which are available to MDClone.
- 11.3. MDClone's cooperation with any such Audit shall be subject to the following conditions: (i) the Auditor shall sign, prior to the Audit, a confidentiality undertaking covering all information which the Auditor and/or its personnel may have access to in performance of the Audit; (ii) the Audit shall be conducted at MDClone's normal working hours; (iii) the Auditor's personnel shall abide by the security policies and procedures of MDClone and conduct the Audit with minimal disturbance to MDClone's operations and business; (iv) the Audit shall be conducted solely in premises under the direct control of MDClone in which Customer's Personal Data is stored; (v) the Audit findings shall be deemed MDClone confidential information and shall be shared with MDClone.
- 11.4. MDClone shall be entitled to take any reasonable precautions at its sole discretion to prevent disclosure of: (i) other Customer's Personal Data and confidential or proprietary information; (ii) MDClone's internal financial information; (iii) MDClone's trade secrets; (iv) any information that in MDClone's sole discretion, could compromise the security of any of MDClone's systems or premises or cause MDClone to breach obligations under any applicable laws or its obligations to any third party.

12. GOVERNMENT AUTHORITY REQUESTS. Where MDClone receives a Government Authority Request concerning Personal Data subject to this DPA, MDClone shall: (i) to the fullest extent permitted by law, without undue delay notify Customer, in writing of such Government Authority Request so that Customer may contest or seek to narrow such disclosure or seek a protective order or other appropriate remedy; (ii) cooperate with and take all steps to assist Customer to contest or seek to narrow such Government Authority Request, obtain a protective order or seek another remedy; and (iii) where any attempt to contest, or to seek to narrow such Government Authority Request, or obtain a protective order or seek another remedy is not successful so that some or all of the Personal Data is required to be disclosed, MDClone shall take steps to furnish only the minimum amount of Personal Data legally required to be disclosed.

13. PERSONAL DATA PROCESSED AS INDEPENDENT CONTROLLERS. Each Party shall Process the contact details of the other Party's employees or representative tasked with the administration of the Services as an independent Controller. With respect to such Personal Data, each Party shall be responsible to fulfil all of its obligations under the Data Protection Laws and shall cooperate with the other Party as reasonably necessary to assist with the fulfilment of the other Party's obligations under the Data Protection Laws.

14. TERM. This DPA shall terminate automatically upon the termination or expiration of the term of the license, provided however, that MDClone's obligations under this DPA will remain in force for as long as MDClone Processes Personal Data.

MDClone Ltd.

Customer

By: _____

By: _____

Title: _____

Title: _____

ANNEX I

A. LIST OF PARTIES

Data exporter(s):

1. Name: Customer as detailed in the Agreement.

Address: as detailed in the Agreement.

Contact person's name, position and contact details: as detailed in the Agreement

Activities relevant to the data transferred under these Clauses: To receive the implementation and maintenance/technical support of the Services.

Signature and date: By entering into the Agreement, data exporter is deemed to have signed the EU SCCs incorporated herein, including its Annexes, as of the effective date of the Agreement.

Role (controller/processor): Controller

Data importer(s):

Name: MDClone entity set forth in the Agreement.

Address: MDClone entity's address set forth in the Agreement.

Contact person's name, position and contact details:

Activities relevant to the data transferred under these Clauses: To provide the implementation and maintenance/technical support of the Services.

Signature and date: By entering into the Agreement, data importer is deemed to have signed the EU SCCs incorporated herein, including its Annexes, as of the effective date of the Agreement.

Role (controller/processor): Processor

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred or otherwise processed: Customer's and patients or potential patients.

Categories of personal data transferred or otherwise processed: Any Personal Data provided by the Customer or used by the Customer to set up the Software or to the Services.

Sensitive data transferred or otherwise processed (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures: Data may include health data.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis): Continuous basis.

Nature of the processing: consultation, use, disclosure by transmission, dissemination or otherwise making available, erasure or destruction of data.

Purpose(s) of the data transfer and further processing: The provision of the Services in accordance with the Agreement.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period: During the term of the license and will be deleted in accordance with section 10.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:
N/A

C. COMPETENT SUPERVISORY AUTHORITY

The competent courts of England.

ANNEX II - TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING
TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE
SECURITY OF THE DATA

MDCClone's technical and organizational measures to secure Personal Data during the remote access of the Services:

MDCClone provides software that is installed at the customer site behind the customer firewall, it is not a SaaS solution.

The data protection is provided by protecting the accessibility of the system located in the customer's network. MDCClone does not have access to the data (unless provided by the customer via remote access using proper VPN), and maintenance operations can only be performed on the client's network under the supervision of its maintenance personnel.

Annex III - List of Subprocessors

The controller has authorized the use of the following sub-processors:

Sub-Processors Name	Contact person's name, position and contact details	Description of processing	Address
MDCclone, Inc.	Bruno Lempernesse, CEO, bruno.lempernesse@mdclone.com	Subsidiary of the Company; providing technical infrastructure, customer support, and data processing services related to the Platform. Processing pseudonymized or de- identified data on behalf of the Company	303 Wyman Street, Suite 300, Waltham, MA 02451