

Eolas Medical Service Level Agreement and Software Licence

This Service Level Agreement and Software Licence (referred to as the “**Terms**”) govern the use of the **Eolas Medical** software application (the “**Software**”) created by Eolas Medical Limited (“**Eolas**”, “**we**”, “**us**”, “**our**”) by the Customer.

DEFINED TERMS

Companion App means the *Eolas Medical* app available for download to individual devices through the Apple App Store, Google Play store and the browser based app.

End Users means personnel authorised by the Healthcare Organisation to access the bespoke Healthcare Organisation Content through the Companion App

Knowledge Hub Content means content may be made available through the Companion app that exists in the knowledge hub section of the platform, which is managed and updated by Eolas Medical.

Healthcare Organisation Content means materials uploaded to the Software and managed by the Healthcare Organisation, which can be accessed by End Users through the Companion App. This includes but is not limited to video content, PDF-formatted documents and PDF formats of relevant guidelines, news, alerts or other material deemed necessary by the Healthcare Organisation at its sole discretion

Admin user Any user that manages the healthcare organisation content.



Better Knowledge.
Safer Care.

Non-admin user Any user that accesses the content on the app, either knowledge hub content or healthcare organisation content

Version 3.2.1

Last updated February 20, 2025

1. AGREEMENT TO LEGAL TERMS

We are Eolas Medical LTD ('Company', 'we', 'us', or 'our'), a company registered in Northern Ireland at 26 Greenwood Hill, Belfast, Northern Ireland, BT8 7WF. Our VAT number is GB396304870.

We operate the website <https://app.eolasmedical.com> (the 'Site'), the mobile application Eolas Medical app (the 'App'), as well as any other related products and services that refer or link to these legal terms (the 'Legal Terms') (collectively, the 'Services').

You can contact us by phone at (+44)7746692487, email at support@eolasmedical.com, or by mail to the address above.

These Legal Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity ('you'), and Eolas Medical LTD, concerning access to and use of the Services. You agree that by accessing the Services, you have read, understood, and agreed to be bound by all of these Legal Terms. IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Supplemental terms and conditions or documents that may be posted on the Services from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Legal Terms from time to time. We will alert you about any changes by updating the 'Last updated' date of these Legal Terms, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Legal Terms to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Legal Terms by your continued use of the Services after the date such revised Legal Terms are posted.

2. USER REPRESENTATIONS

By using the Services, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Legal Terms; (4) you are not a minor in the jurisdiction in which you reside; (5) you will not access the Services through automated or non-human means, whether through a bot, script or otherwise; (6) you will not use the Services for any illegal or unauthorised purpose; and (7) your use of the Services will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof). You may be required to register to use the Services. You agree to keep your password confidential and will be responsible for all use of your account and password.

3. PURCHASES AND PAYMENT

If the account is a paid account we accept the following forms of payment: Invoices followed by bank transfer, cheque or card payment.

You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Services. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. Sales tax will be added to the price of purchases as deemed required by us. All payments shall be in Countries currency.

4. SUBSCRIPTIONS

4.1. Billing and Renewal

Subscriptions will not automatically renew, contact support@eolasmedical.com to discuss options.

4.2. Cancellation

You can cancel your subscription at any time by contacting us using the contact information provided below. Your cancellation will take effect at the end of the current paid term. If you have any questions or are unsatisfied with our Services, please email us at support@eolasmedical.com.

5. GRANT OF LICENCE

Eolas hereby grants the Healthcare Organisation a non-exclusive, non-transferable, non-sublicensable, revocable license to use the Software solely for the purposes of setting up and making available Healthcare Organisation Content, which information may be accessed by End Users via the Companion App.

6. DURATION OF LICENCE GRANT AND RESTRICTIONS

These Terms shall remain in force for the Effective Dates. In addition to any other rights under these Terms, Eolas shall have the right to suspend the use of the Software and the use of the Companion App by End Users. The Healthcare Organisation must not remove any copyright or other proprietary notices from any materials provided by Eolas. Unless expressly permitted by law, the Healthcare Organisation shall not modify, adapt, or create derivative works of the Software, nor translate, reverse engineer or reengineer the Software. The Healthcare Organisation must not disclose the Software or provide its access credentials for the Software to any third party (disclosure within the Authorised Hospitals is permitted). The Healthcare Organisation must not attempt to access any systems, programs or data of Eolas other than those authorised under these Terms. The Healthcare Organisation must notify Eolas immediately if it learns of any unauthorised use of or access to any part of the Software.

7. MOBILE APPLICATION LICENCE

If you access the Services via the App, then we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the App on wireless electronic devices owned or controlled by you, and to access and use the App on such devices strictly in accordance with the terms and conditions of this mobile application licence contained in these Legal Terms. You shall not: (1) except as permitted by applicable law, decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the App; (2) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the App; (3) violate any applicable laws, rules, or regulations in connection with your access or use of the App; (4) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the App; (5) use the App for any revenue-generating endeavour, commercial enterprise, or other purpose for which it is not designed or intended; (6) make the App available over a network or other environment permitting access or use by multiple devices or users at the same time; (7) use the App for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the App; (8) use the App to send automated queries to any website or to send any unsolicited commercial email; or (9) use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the App.

8. PRIVACY POLICY

We care about data privacy and security. Please review our Privacy Policy: eolasmedical.com/privacy-policy. By using the Services, you agree to be bound by our Privacy Policy, which is incorporated into these Legal Terms. Please be advised the Services are hosted in Ireland. If you access the Services from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in Ireland, then through your continued use of the Services, you are transferring your data to Ireland, and you expressly consent to have your data transferred to and processed in Ireland.

9. TERM AND TERMINATION

These Legal Terms shall remain in full force and effect while you use the Services. WITHOUT LIMITING ANY OTHER PROVISION OF THESE LEGAL TERMS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION

AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICES, TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE LEGAL TERMS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SERVICES OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

10. MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Services at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Services. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Services.

We cannot guarantee the Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Services, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Services at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance of the Services. Nothing in these Legal Terms will be construed to obligate us to maintain and support the Services or to supply any corrections, updates, or releases in connection therewith.

11. USER DATA

We will maintain certain data that you transmit to the Services for the purpose of managing the performance of the Services, as well as data relating to your use of the Services. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Services. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

12. PROVISION OF SUPPORT AND MAINTENANCE.

Eolas shall provide the Healthcare Organisation with email support in relation to the Software during Eolas' normal business hours. Eolas will endeavour to help the Healthcare Organisation locate and

correct any problems that may occur with the Software. Eolas may from time to time take the Software down for scheduled or emergency maintenance. Eolas will use reasonable endeavours to minimise disruption to the Healthcare Organisation to carry out such maintenance.

Key Performance Indicators (KPIs) and Metrics

Metric	Commitment	Measurement
Platform Availability	99.9% uptime	System monitoring logs
Service Reliability	Minimise outage	Mean time to failure calculation (total operating time/number of failures)
Response Time	As per severity level	Response time tracking
Issue Resolution Time	95% resolved within SLA target	Mean time to repair tracking

Service Levels, Rankings, and Priorities (all within working hours GMT 9am-5pm Mon-Fri)

Severity Level	Description	Target Response Time
1 - Critical	Platform is completely inaccessible	Response via email support@eolasmedical.com within 1 hour or next working day
2 - Urgent	End-user impacted reported	2 Hours via email or next working day
3 - Important	Minor system issues reported	One business day via email
4 - Monitor	Potential future issue	One business day via email
5 - Informational	General Inquiry	Two Business days via email

Exceptions and Limitations

Eolas Medical is not liable for downtime caused by:

- Force majeure events (natural disasters, cyber-attacks, government actions).
- Internet service provider failures.
- The Healthcare Organisation's internal IT infrastructure.
- Support services may be limited during public holidays.

Responsibilities

Healthcare Institution Responsibilities:

- Ensure authorised use of the platform and compliance with guidelines.
- No sensitive patient data is stored on the platform.
- Maintain accuracy of uploaded content and regulatory compliance.
- Notify Eolas Medical of significant business changes impacting system use.

Eolas Medical Responsibilities:

- Ensure platform uptime and reliability as per SLA commitments.
- Provide technical support and troubleshooting.
- Inform the Healthcare Institution about scheduled maintenance and updates.

Service Availability

Platform Uptime	99.9% Availability
Email Support	Monday to Friday, 9 AM - 5 PM GMT
Emergency Support	As above for critical incident

Data Security

All stored data on servers is encrypted and securely managed at rest and in transit

13. HEALTHCARE ORGANISATION CONTENT

- 13.1.** The Healthcare Organisation may use the Software to make available Healthcare Organisation Content to End Users through the Companion App, and grants Eolas such rights as Eolas may reasonably require to use the Healthcare Organisation Content to provide access to it through the Software and the Companion App.

- 13.2.** Eolas claims no ownership over any Healthcare Organisation Content. If the Healthcare Organisation uploads any content not owned by the Healthcare Organisation, i.e. guidance or other materials they are responsible for that content, ensuring it is updated and ensuring any associated copyright is respected. The Healthcare Organisation warrants that it has the permission to make the Healthcare Organisation Content available to Eolas and to the End Users through the Software and the Companion App.
- 13.3.** The Healthcare Organisation hereby indemnifies Eolas against any and all costs, damages, losses and penalties that Eolas may suffer in respect of any claim that Eolas' hosting and use of the Healthcare Organisation Content as contemplated by these Terms infringes the rights of any third party.
- 13.4.** The Healthcare Organisation is free to update or remove Healthcare Organisation Content from the Software at any time. The Healthcare Organisation shall use its best endeavours to ensure that the Healthcare Organisation Content is accurate, up-to-date, and complete at all times.
- 13.5.** The Healthcare Organisation shall ensure that no Healthcare Organisation Content contains any illegal, defamatory, or offensive materials. The Healthcare Organisation acknowledges that Eolas does not monitor or moderate any Healthcare Organisation Content.
- 13.6.** The Healthcare Organisation hereby gives permission for any content which forms part of the Healthcare Organisation Content to be made available to other third party users of the platform, to use in good faith to help share knowledge and improve healthcare delivery. The liability for the use of this content by users external to the Healthcare Organisation rests solely with that end user as is accepted in the End User Licence Agreement (EULA) and Disclaimer.
- 13.7.** The Healthcare Organisation may incorporate similarly-shared content from other such hospital Healthcare Organisations as part of the Healthcare Organisation Content. The Healthcare Organisation hereby waives any and all claims it may have against Eolas or any other authorised licensee of the Software in relation to the accuracy or completeness of any such shared educational content including the Knowledge Hub Content and acknowledges that all parties sharing such content do so in good faith.
- 13.8.** Knowledge Hub content is Open-source content from researchers and educators and medical knowledge providers and may be made available through the Companion App to meet the medical knowledge needs of end users. Examples of this are research papers and national guidelines from trusted bodies. The Healthcare Organisation acknowledges that Knowledge Hub Content is derived from publicly available information sources and Eolas shall not be liable for this Content.
- 13.9.** Eolas Medical may use Healthcare Organisation Content, patterns of usage and analytics to develop new features, insights and product lines, any intellectual property generated by this will be owned in perpetuity by Eolas Medical, however all content uploaded to the platform remains the sole and exclusive property of the respective healthcare organisation. This analytics platform aims to provide insights to enhance point-of-care decision-making and maximise treatment options. We will utilise aggregated insights to the level of healthcare organisation derived from the content to develop analytics and reports and may be used for commercial purposes. These insights may be shared with third parties to help them understand and improve treatment options at the point of care.
- 13.10.** The Organisation has the right to request the removal of their content from the platform at any time. Upon such request, we will ensure the data is permanently deleted from our active databases and confirm the deletion with the Organisation within a reasonable timeframe. We may use the content to identify and share best practices across different healthcare organisations. The aim is to use this content in good faith to democratise access to medical information and improve healthcare delivery throughout the healthcare system. We are committed to maintaining the

confidentiality and security of the content. All data will be stored and processed in compliance with applicable data protection laws and regulations. Anonymised and aggregated data will be used to ensure no identifiable information, other than the organisation which it came from, is disclosed. The Organisation confirms that they have obtained all necessary consents and approvals required to upload the content to the platform.

- 13.11.** Admins managing content and controlling access must agree to the End User Licence Agreement and Disclaimer (EULAD) as well as adhere to any implemented Standard Operating Procedure (SOP) policy for the use of the Service within their team. EULAD is required by all users to be accepted before any use of the app commences, both admins and non-admins cannot progress to using the app without accepting these terms and conditions. A default SOP is provided for healthcare organisation adoption and implementation as needed and.

14. OWNERSHIP OF THE SOFTWARE AND THE COMPANION APP

The Software and the Companion App are protected by copyright, database rights, and other intellectual property rights around the world. Eolas and its third party licensors retain all title to, and all rights and interest in the Software and the Companion App and all copies, versions, enhancements and derivative works thereof, and all related documentation and materials, the trade marks, brand names, icons and logos, and any and all intellectual property throughout the world in the foregoing. Except for the limited rights granted under these Terms, nothing shall be construed as Eolas granting to the Healthcare Organisation or an End User any right, title or interest in or to the Software, the Companion App, or other intellectual property rights of Eolas.

15. WARRANTIES AND LIMITATION OF LIABILITY

To the maximum extent permitted by law, Eolas will not be liable for any direct, indirect or consequential damages or losses arising in relation to these Terms or use of the Software or the Companion App or any Community Content in any way, including, without limitation, under any indemnity, as damages for breach of contract, loss of profits, loss of goodwill, work stoppage, device failure or malfunction, or any and all other commercial damages or losses, the cost of procuring substitute products, services or technology, or any amounts in excess of the fees paid to Eolas under these Terms during the six (6) months preceding the date the cause of action arose.

16. INDEMNIFICATION

The Healthcare Organisation assumes total responsibility and risk for its use of the Software and the use by the Authorised Hospitals and End Users of the Companion App. The Healthcare Organisation shall indemnify, defend and hold Eolas harmless from and against all claims, suits, proceedings, awards, judgments, penalties, damages, losses, liabilities, costs and expenses resulting from any and all third party claims against Eolas relating to any breach of these Terms or any reliance made upon Healthcare Organisation Content, Community Content, or any information made available using the Software or the Companion App. As used in this section, "Eolas" includes its employees, directors, officers, agents, representatives, subcontractors, service providers and suppliers. All clinical guideline data uploaded to the platform ("Guideline Data") remains the sole and exclusive property of the respective healthcare

organisation ("Organisation"). The Organisation retains full control and ownership of the Guideline Data and may request the removal of their data from the platform at any time without cause.

17. KNOWLEDGE HUB CONTENT

All knowledge hub content is taken from trusted third party sources or is derivative of content from these sources. Eolas Medical ensures this content is relevant. Depending on user account types, the Eolas Medical platform may contain sponsored educational content, promotional content and medicines information from Pharmaceutical, Medical Device Companies and Industry Partners, this content is either written and reviewed by the Eolas Medical clinical team or produced and provided by Medical teams in Pharmaceutical and Medical Device Companies and then reviewed internally by Eolas Medical to ensure all content is safe, evidence based and provides additional value to the users of the platform.

This content may contain promotional information/content. The Services may contain (or you may be sent via the Site or App) links to other websites ('Third-Party Websites') as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ('Third-Party Content'). It should be noted, these Third Parties are trusted medical content providers, national level guideline bodies as an example.

18. ARTIFICIAL INTELLIGENCE FEATURES

- 18.1.** Nature of the AI Feature: The "Ask Eolas" AI feature is an optional feature that is included as part of this licence as an upgrade, and can be activated at the request of the Healthcare Organisation. It is designed as an assistive tool to facilitate the retrieval of trusted references more efficiently. It does not constitute medical advice, clinical decision-making, or a replacement for professional judgment.
- 18.2.** The Healthcare Organisation acknowledges that "Ask Eolas" may generate outputs based on Knowledge Hub and Healthcare Organisation content provided but does not independently verify every response from the system.
- 18.3.** Liability & Indemnification: By enabling and using the "Ask Eolas" AI feature, the Healthcare Organisation accepts full responsibility for any actions, decisions, or reliance placed upon its outputs by its staff or authorised users. Eolas Medical Ltd. shall bear no liability for clinical, operational, legal, or regulatory consequences resulting from the use of "Ask Eolas."
- 18.4.** End User Responsibility – All individual users already agree to this in the End User Licencing Agreement and Disclaimer and they acknowledge and accept that:
 - 18.4.1.** The information retrieved via "Ask Eolas" should always be verified by checking the sources and the feature does not trump professional medical judgment.
 - 18.4.2.** Eolas Medical shall not be responsible for any harm, loss, damage, or adverse clinical outcomes resulting from reliance on any generated information.
 - 18.4.3.** Use of the AI feature by any end-user constitutes explicit acceptance of these terms, including acknowledgment of the inherent risks and limitations of AI-assisted knowledge retrieval.
- 18.5.** The Healthcare Organisation agrees to indemnify, defend, and hold harmless Eolas Medical, its officers, employees, and affiliates from any claims, damages, or liabilities arising from the use of the "Ask Eolas" feature within their institution.

- 18.6.** Disclaimer of Warranties: “Ask Eolas” is provided on an “as-is” and “as-available” basis without any warranties, express or implied, including but not limited to merchantability, fitness for a particular purpose, accuracy, or non-infringement.
- 18.7.** Eolas Medical Ltd. does not guarantee uninterrupted access to the “Ask Eolas” feature and shall not be liable for any unavailability, errors, or omissions in AI-generated content.

19. OTHER PROVISIONS

In the event that any provision of these Terms shall be held to be invalid, illegal or unenforceable in any respect, the remaining provisions shall remain in full force and effect. These Terms are governed by and construed under the laws of Northern Ireland, without regard to its conflicts of law principles. The parties agree that any legal proceeding with respect to or arising under this Agreement shall be brought exclusively in the Northern Irish courts. Eolas has the right to disclose any information relating to these Terms to law enforcement authorities, government officials or an authorised third party, as Eolas believes is reasonably necessary to enforce or verify compliance with these Terms or comply with the law. Eolas may refer to the Healthcare Organisation as one of its clients in its promotional materials. These Terms represent the entire agreement between the parties with respect to the subject matter covered by these Terms. The failure of either party to enforce any provision of these Terms shall not be construed as a waiver or limitation of that party’s right to subsequently enforce and compel strict compliance with every provision of these Terms. Neither these Terms nor any of the Healthcare Organisation’s rights or obligations hereunder can be assigned by the Healthcare Organisation without the prior written consent of Eolas.