



Terms of service.

Effective Date: January 7th 2026.

The terms of service govern the Customer's use of the Software and Services provided by Zendra Limited (the "Supplier"), a company registered in Ireland with company number 660897 and with its registered office at Suite 110, Media Cube, Kill Avenue, Dun Laoghaire, Co. Dublin. This agreement incorporates the privacy notice (<https://www.zendrahealth.com/privacy-notice>). By registering to use the Software and Services the Customer agrees to be bound by the terms of these terms of service.

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this agreement

Account Subscription: the subscription purchased by the Customer pursuant to clause 10.1 and clause 3 which entitle Authorised Users to access and use the Services and the Documentation in accordance with this agreement.

Admin Dashboard: An online software application used by the Customer to build and maintain Mobile Applications, administrate Customer and End User settings and collect data.

App Store: an online or remotely accessed location where the Mobile Applications will be made available for downloading by Mobile Application End Users.

Application: any application developed by the Customer or End User using the Services including Mobile Applications, but excluding the Admin Dashboard and any Customer Content.

Authorised Users: those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services and the Documentation, as further described in clause 2.2(d).

Billing Period: the period specified by the Supplier commencing on the Effective Date and each subsequent period during the Term (or, in the case of the last period, a shorter period that ends on the same date as the end of the Term). For the avoidance of doubt the Billing Period may change from time to time depending on the nature of the Services purchased under this agreement.

Business Day: a day other than a Saturday, Sunday or public holiday in Ireland when banks in Dublin are open for business.

Change of Control: the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and controls, controlled and the expression change of control shall be construed accordingly.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 11.6 or clause 11.7.

Customer: the entity that purchases the Services.

Customer Content: all text, information, data, executable binaries, images, audio or video material, in whatever medium or form, inputted by the Customer, Authorised Users or the Supplier on the Customer's behalf for the purpose of using, developing or maintaining any Application or using the Services or facilitating the Customer's or any End-User's use of the Services; and all End-User Content.

Customisation Services: once-off setup, customisation or additional services requested by the Customer and which shall be agreed in writing by the parties.

Data Protection Legislation: before 25 May 2018, the Data Protection Acts 1988 and 2003 and thereafter the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time.

Documentation: the document made available to the Customer by the Supplier online via <https://www.zendrahealth.com> or such other web address notified by the Supplier to the Customer from time to time which sets out a description of the Services and the user instructions for the Services.

Effective Date: the date the first Authorised User logs in to the Services.

End User: individuals authorised to access and use Mobile Applications created by the Customer using the Services under the agreement.

Marks:

- a. any trade marks, trade names, service marks, trade dress, logos, URLs and domain names;
- b. any identifying slogans and symbols;
- c. any abbreviation, contraction or simulation of any of the items in paragraph (a) or paragraph (b); and
- d. the "look and feel"

of a party to this agreement, whether or not registered.

Mobile Applications: the mobile applications provided by the Supplier through the applicable App Stores through which the Services may be accessed by Authorised Users.

Normal Business Hours: 9am - 6pm local Irish time, each Business Day.

Personal Data: has the meaning given to it in the Data Protection Legislation.

Platform: the Supplier's infrastructure and cloud computing platform including the Admin Dashboard and runtime environment, as described in the Documentation.

Quality Records: a quality management system documentation recording specific information that relates to a procedure or work instruction in respect of the Services and the Platform.

Services: the services provided by the Supplier to the Customer under this agreement via <https://www.zendrahealth.com> or any other website notified to the Customer by the Supplier from time to time, as more particularly described in the Documentation, including:

- a. the Customisation Services (where provided);
- b. the provision of the Platform, the Software and the Support Services;
- c. the hosting of any Applications on the Platform; and

such other services as the Supplier may decide, at its discretion, to integrate into the Platform from time to time.

Software: the online software applications and tools provided by the Supplier from time to time as part of the Services, including any updates the Supplier may make to such applications and tools from time to time.

Subscription Fees: the subscription fees payable by the Customer to the Supplier for the Account Subscriptions and the Services (including Customisation Services), as set by the Supplier from time to time.

Subscription Term: the period between the Effective Date and the date the contract is terminated.

Support Services Policy: the Supplier's policy for providing support in relation to the Services included in Schedule 1 or as may be notified to the Customer from time to time.

System Requirements: the systems which are compatible with the Services and which are Supported by the Supplier under this agreement as set out on

<https://www.zendrahealth.com/systemrequirements> as updated by the Supplier from time to time

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

1.2 Clause, headings shall not affect the interpretation of this agreement.

1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality).

1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.

1.8 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.

1.9 A reference to writing or written includes faxes but not e-mail.

1.10 References to clauses are to the clauses of this agreement.

2. Account Subscriptions

2.1 Subject to the Customer purchasing the Account Subscriptions in accordance with clause 3.3 and clause 9.1, the restrictions set out in this clause 2 and the other terms and conditions of this agreement, the Supplier hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sublicences, to permit the Authorised Users to use the Services and the Documentation during the Subscription Term solely for the Customer's internal business operations.

2.2 In relation to the Authorised Users, the Customer undertakes that:

- a. it will not allow or suffer any Authorised User's account to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Documentation;
- b. each Authorised User shall keep a secure password for his use of the Services and Documentation, that such password shall be changed no less frequently than every 6 months and that each Authorised User shall keep his password confidential;
- c. it shall maintain a written, up to date list of current Authorised Users and provide such list to the Supplier within 5 Business Days of the Supplier's written request at any time or times;
- d. it shall permit the Supplier or the Supplier's designated auditor to audit the Services in order to establish the name and password of each Authorised User and the Supplier's data processing facilities to audit compliance with this agreement. Each such audit may be conducted no more than once per quarter, at the Supplier's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business;
- e. if any of the audits referred to in clause 2.2(e) reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to the Supplier's other rights, the Customer shall promptly disable such passwords and the Supplier shall not issue any new passwords to any such individual; and
- f. if any of the audits referred to in clause 2.2(e) reveal that the Customer has underpaid Subscription Fees to the Supplier, then without prejudice to the Supplier's other rights, the Customer shall pay to the Supplier an amount equal to such underpayment as calculated in accordance with the terms of this Agreement within 10 Business Days of the date of the relevant audit.

2.3 In relation to End Users, the Customer undertakes that:

- a. It will not and it will ensure that End Users do not give access to Mobile Applications in the development/prototype phase or Mobile Application bearing the Supplier's Marks other than for feedback purposes;
- b. Subject to subclause (a) above, It will only grant End Users access to Mobile Applications once released on the applicable App Store under the Customer's Marks; and
- c. it will ensure that each End User only accesses the Mobile Applications on terms consistent with the terms of this agreement.

2.4 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

- a. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- b. facilitates illegal activity;
- c. depicts sexually explicit images;

- d. promotes unlawful violence;
- e. is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability
- f. is otherwise illegal or causes damage or injury to any person or property; or
- g. otherwise breaches the Supplier's Acceptable Use Policy (<https://www.zendrahealth.com/acceptableusepolicy>)

and the Supplier reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

2.5 The Customer shall not:

- a. except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this agreement:
 - i. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
 - ii. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
- b. access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or
- c. use the Services and/or Documentation to provide services to third parties; or
- d. subject to clause 21.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users, or
- e. attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 2.

2.6 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Supplier.

2.7 The rights provided under this clause 2. are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

3. Fees for additional Account Subscriptions or modification of purchased Account Subscriptions

The Customer may, from time to time during any Subscription Term, purchase additional Services or modify its Account Subscriptions in accordance with the provisions of this agreement.

4. Services

4.1 The Supplier shall, during the Subscription Term, provide the Services, access to the Platform and make available the Documentation to the Customer on and subject to the terms of this agreement.

4.2 The Supplier shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for the periods and circumstances set out in the Support Services Policy.

4.3 The Supplier will, as part of the Services provide the Customer with the Supplier's standard customer support services in accordance with the Supplier's Support Services Policy in effect at the time that the Services are provided. The Supplier's Support policy on the date of this Agreement is set out in Schedule 1. The Supplier may amend the Support Services Policy in its sole and absolute discretion from time to time.

4.4 The Supplier does not pre-screen or actively moderate content, but may in its absolute discretion refuse, edit, modify or remove any content that is available via the Service. If you have any complaints regarding another user's content or health app, please contact support@zendrahealth.com.

5. Mobile Applications

5.1 To use the Mobile App Authorised Users must have a compatible mobile device as set out in the Documentation.

5.2 The Customer acknowledges that the Supplier may from time to time issue upgraded versions of the Mobile Apps, and may automatically electronically upgrade the version of the Mobile Apps. The Customer consents to such automatic upgrading and agrees that these terms and conditions apply to all such upgrades.

5.3 The Customer acknowledges that standard carrier data charges may apply to its use of the Mobile Apps.

5.4 The following applies in relation to any Mobile Application acquired from the Supplier via the iTunes Store ("iTunes-Sourced Software"):

- a. The Customer acknowledges and agree that these terms are solely between it and the Supplier, not Apple, and that Apple has no responsibility for the iTunes-Sourced Software or content thereof. The Customer's use of the iTunes-Sourced Software must comply with the App Store Terms of Service. You acknowledge that Apple has no

obligation whatsoever to furnish any maintenance and support services with respect to the iTunes-Sourced Software.

5.5 In the event that the Supplier needs to publish a Mobile Application on the iTunes store, it may request access to Customer's App Store account and if there is more than one app in the Developer account, then the Supplier agrees that it shall: (i) not access any app other than the Mobile Application in the Developer account; (ii) not modify or alter any app other than a Mobile Application; (iii) only use the access to the Customer's App Store account to submit, manage and update the Mobile Applications; and (iv) agrees to treat any information related to such applications as confidential under clause 12.

5.6 The Supplier will use commercially reasonable efforts to have the Mobile Applications approved by the applicable App Store. Although there is a high likelihood of approval, Supplier does not and cannot guarantee acceptance. If Customer's Mobile Application is denied by the appropriate provider, you will be notified. However, there are no refunds under any circumstances.

5.7 The Customer shall ensure that any terms and conditions of use of any Mobile Apps that it provides shall not conflict with this Agreement.

6. Customer Content

6.1 The Customer shall own all right, title and interest in and to all of the Customer Content that is not Personal Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Content.

6.2 The Supplier shall follow its archiving procedures for Customer Content as set out in its Back-Up Policy available at <https://www.zendrahealth.com/data-backup-policy> or such other website address as may be notified to the Customer from time to time, as such document may be amended by the Supplier in its sole discretion from time to time. In the event of any loss or damage to Customer Content, the Customer's sole and exclusive remedy against the Supplier shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Customer Content from the latest back-up of such Customer Content maintained by the Supplier in accordance with the archiving procedure described in its Back-Up Policy. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Content caused by any third party (except those third parties sub-contracted by the Supplier to perform services related to Customer Content maintenance and back-up for which it shall remain fully liable under clause 6.9).

6.3 The Supplier shall, in providing the Services, comply with its Privacy Notice relating to the privacy of the Customer Content available at <https://www.zendrahealth.com/privacy-notice> or such other website address as may be notified to the Customer from time to time, as such document may be amended from time to time by the Supplier in its sole discretion.

6.4 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

6.5 Both parties agree to comply with the provisions of the Data Processing Addendum set out in Schedule 2

6.6 The Customer acknowledges that the Supplier uses anonymised Customer Content to improve the Services. The Supplier shall own all rights to all such anonymised data collected or generated by the Supplier.

7. Third party providers

The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. The Supplier makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not the Supplier. The Supplier recommends that the Customer refers to the third party's website terms and conditions and privacy notice prior to using the relevant third-party website. The Supplier does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

8. Supplier's obligations

8.1 The Supplier undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.

8.2 The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Supplier will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 7.1. Notwithstanding the foregoing, the Supplier:

- a. does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and
- b. is not responsible for any delays, delivery failures, or any other loss or damage

resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

8.3 This agreement shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this agreement.

8.4 If any users send the Supplier any feedback or suggestions regarding the Platform and the Services, the Customer grants the Supplier an unlimited, irrevocable, perpetual, royalty-free licence to use any such feedback or suggestions for any purpose without any obligation to the Customer.

8.5 The Supplier warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.

9. Customer's obligations

The Customer shall:

a. provide the Supplier with:

- i. all necessary co-operation in relation to this agreement; and
- ii. all necessary access to such information as may be required by the Supplier;

in order to provide the Services, including but not limited to Customer Content, security access information and configuration services;

b. comply with all applicable laws and regulations with respect to its activities under this agreement;

c. carry out all other Customer responsibilities set out in this agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;

d. ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this agreement and shall be responsible for any Authorised User's breach of this agreement;

e. obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this agreement, including without limitation the Services;

g. ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time; and

h. be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Supplier's data centres, and all

problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

10. Charges and payment

10.1 The Customer shall pay the Subscription Fees to the Supplier for the Account Subscriptions in accordance with this clause 10.

10.2 The Customer shall on the Effective Date provide to the Supplier valid, up-to-date and complete credit card details, direct debit mandate or approved purchase order information acceptable to the Supplier and any other relevant valid, up-to-date and complete contact and billing details and, if the Customer provides:

- a. its credit card or direct debit details to the Supplier, the Customer hereby authorises the Supplier to bill such credit card or debit the account nominated:
 - i on the Effective Date for the Subscription Fees payable in respect of the first month; and
 - ii. subject to clause 14.1, monthly thereafter;
- b. its approved purchase order information to the Supplier, the Supplier shall invoice the Customer:
 - i. on the Effective Date for the Subscription Fees payable in respect of the first month; and
 - ii. subject to clause 14.1, at monthly thereafter,

and the Customer shall pay each invoice within 20 days after the date of such invoice.

10.3 If the Supplier has not received payment within 20 days after the due date, and without prejudice to any other rights and remedies of the Supplier:

- a. the Supplier may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and the Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
- b. interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of the Supplier's bankers in Ireland from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

10.4 All amounts and fees stated or referred to in this agreement:

- a. shall be payable in United States Dollars or such other currency as may be specified by the Supplier from time to time;

b. are, subject to clause 13.3(b), non-cancellable and non-refundable;

c. are exclusive of value added tax, which shall be added to the Supplier's invoice(s) at the appropriate rate.

10.5 The Supplier shall be entitled to increase the Subscription Fees on 30 days' prior notice to the Customer and this Agreement shall be deemed to have been amended accordingly.

11. Proprietary rights

11.1 The Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Services and the Documentation and the Quality Records. Except as expressly stated herein, this agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services, Quality Records or the Documentation.

11.2 The Supplier confirms that it has all the rights in relation to the Services, Quality Records and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement. The Supplier hereby grants the Customer a fully paid-up, royalty-free, non-exclusive, worldwide licence to copy the Quality Records for the purpose of receiving and using the Services. For the avoidance of doubt the Customer may not adapt or distribute (except distribution for the purpose of gaining classification of the Mobile Application as a medical device with the applicable medical device regulatory body) the Quality Records.

12. Confidentiality

12.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that:

a. is or becomes publicly known other than through any act or omission of the receiving party;

b. was in the other party's lawful possession before the disclosure;

c. is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

d. is independently developed by the receiving party, which independent development can be shown by written evidence.

12.2 Subject to clause 12.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party,

or use the other's Confidential Information for any purpose other than the implementation of this agreement.

12.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.

12.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 11.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

12.5 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

12.6 The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute the Supplier's Confidential Information.

12.7 The Supplier acknowledges that the Customer Content is the Confidential Information of the Customer.

12.8 No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

12.9 The above provisions of this clause 12. shall survive termination of this agreement, however arising.

13. Indemnity

13.1 The Customer shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services and/or Documentation, provided that:

- a. the Customer is given prompt notice of any such claim;
- b. the Supplier provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
- c. the Customer is given sole authority to defend or settle the claim.

14. Limitation of liability

14.1 Except as expressly and specifically provided in this agreement:

- a. the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer in connection with the Services, or any actions taken by the Supplier at the Customer's direction;
- b. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and
- c. the Services, the Quality Records and the Documentation are provided to the Customer on an "as is" basis.

14.2 Nothing in this agreement excludes the liability of the Supplier:

- a. for death or personal injury caused by the Supplier's negligence; or
- b. for fraud or fraudulent misrepresentation.

14.3 Subject to clause 13.1 and clause 13.2:

- a. the Supplier shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; and
- b. the Supplier's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the total Subscription Fees paid for the Account Subscriptions during the 12 months immediately preceding the date on which the claim arose.

15. Term and termination

15.1 This agreement shall, unless otherwise terminated as provided in this clause 14., commence on the Effective Date and shall continue unless:

- a. either party gives advance written notice to the other party of termination. The applicable period of notice is set out in the Documentation; or

b. otherwise terminated in accordance with the provisions of this agreement.

15.2 For the avoidance of doubt, in the event that the Customer notifies the Supplier of the termination of this agreement, any unpaid portions of the charges will remain payable during the notice period in accordance with clause 10. Further, if the Customer ceases to use the Services before the end of the Subscription Term such amounts will continue to be payable by the Customer to the Supplier.

15.3 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

a. the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;

b. the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

c. the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;

d. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts;

e. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

f. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

g. an application is made to court, or an order is made, for the appointment of an examiner, or if a notice of intention to appoint an examiner is given or if an examiner is appointed, over the other party;

h. the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed a receiver;

- i. a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- j. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- k. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.2(d) to clause 14.2(j) (inclusive);
- l. the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

15.4 On termination of this agreement for any reason:

- a. the Customer shall pay all amounts due and outstanding for use of the Services before the date of termination;
- b. all licences granted under this agreement shall immediately terminate and the Customer shall immediately cease all use of the Services and/or the Documentation;
- c. each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
- d. the Supplier may destroy or otherwise dispose of any of the Customer Content in its possession unless the Supplier receives, no later than ten days after the effective date of the termination of this agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Content. The Supplier shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by the Supplier in returning or disposing of Customer Content; and
- e. any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

16. Force majeure

The Supplier shall have no liability to the Customer under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its

business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

17 Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

18 Waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

19 Rights and remedies

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

20 Severance

20.1 If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

20.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

21 Entire agreement

21.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

21.2 Each party acknowledges that in entering into this agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

21.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

22 Assignment

22.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

22.2 The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

23. No partnership or agency

Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

24 Notices

24.1 Any notice required to be given under this agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this agreement, or such other address as may have been notified by that party for such purposes, or sent by fax to the other party's fax number as set out in this agreement.

24.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by fax shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).

25 Governing Law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Ireland.

26 Jurisdiction

Each party irrevocably agrees that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Schedule 1 - Supplier Support Policy

Supplier shall provide and support services in accordance as defined in this Schedule. In the event of any conflict between this Schedule and the remainder of the Agreement this Schedule will prevail.

1. Definitions

1.1 - **Downtime:** any period, greater than ten minutes, during which the Customer is unable to access or use the Services excluding (i) any such period that occurs during any Scheduled Downtime; or (ii) Planned Downtime

1.2 - **Planned Downtime:** 6am-7am GMT Tues-Wed

1.3 - **Scheduled Downtime** means the time period identified in advance by Supplier in which it intends to perform any planned upgrades and/or maintenance on the Service or related systems and any overrun beyond the planned completion time. Supplier will use commercially reasonable efforts to provide at least 24 hours prior notice before implementing any Scheduled Downtime.

1.4 - **Service Unavailability:** a situation in which the Services are not accessible as a result of failures caused by the internet provider of any Authorised User or any intervening server. A decrease in system response time due to a temporary failure of a non-critical component shall not constitute Service Unavailability.

2. Scope of Supplier Support

2.1 - Supplier's obligations do not extend to Service Unavailability or other issues caused by:

- a. any modification of the Services made by any person other than, or on behalf of, the Supplier;
- b. any third party hardware or software used by Customer or any Authorised User;
- c. the improper use of the Services;
- d. the accidental or deliberate damage to, or intrusion or interference with the Services not caused by the Supplier;
- e. the use of the Services other than in accordance with any user documentation published by the Supplier or the reasonable instructions of the Supplier;
- f. test or training instances of the Services provided to Customer;

g. connection failures, latency problems and similar factors caused or affected by difficulties with the End User's (or internet service provider's) internal network or general internet conditions; and

h. Force Majeure Events.

3. Support Services

Supplier will provide support services to assist Subscriber in resolving errors (Support Services). Support Services do not include; (a) visits to Customer's premises; (b) any electrical, mechanical or other work with hardware, accessories or other devices associated with the use of the Services; (c) any work with any third party equipment, software or services; (d) any professional services associated with the Service, including, without limitation, any custom development, or data modelling. Supplier will provide email and/or phone support as specified at <https://www.zendrahealth.com>, on Business Days during Normal Business Hours.

Schedule 2 - Data Processing Addendum

1. Data Processing

1.1 - In this Schedule Applicable Law means any law of the European Union, the law of any member state of the European Union and/or Domestic Irish Law; and **Domestic Irish Law** means the Data Protection Legislation and any other law that applies in Ireland.

1.2 - Both parties will comply with all applicable requirements of the Data Protection Legislation. This Schedule is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

1.3 - The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor. Annex 1 sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of Personal Data and categories of Data Subject.

1.4 - Without prejudice to the generality of clause 1.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier and/or lawful collection of the Personal Data by the Supplier on behalf of the Customer for the duration and purposes of this agreement.

1.5 - Without prejudice to the generality of clause 1.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this agreement:

process that Personal Data only on the documented written instructions of the Customer unless the Supplier is required by Applicable Laws to otherwise process that Personal Data. Where the Supplier is relying on Applicable Laws as the basis for

processing Personal Data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Customer;

ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

- the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
- the data subject has enforceable rights and effective legal remedies;
- the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

notify the Customer without undue delay on becoming aware of a Personal Data Breach;

at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the Personal Data; and

maintain complete and accurate records and information to demonstrate its compliance with this clause Schedule and allow for audits by the Customer or the Customer's designated auditor and immediately inform the Customer if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.

2. Appointment of Sub-processors

2.1 - The Customer consents to the Supplier appointing the processors identified in Annex 2 as a third-party processor of Personal Data under this agreement. The Supplier confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement substantially on that third party's standard terms of business or incorporating terms which are substantially similar to those set out in this Schedule and in either case which the Supplier confirms reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Customer and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this Schedule.

3. Amendment

3.1 - The Supplier may, at any time on not less than 30 days' notice, revise this Schedule by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

Annex 1 - Processing, Personal Data and Data Subjects

1. Processing by the Supplier

1.1 Scope

The scope of processing of personal data is set out in the Agreement and Documentation including this Schedule.

1.2 Nature and purpose of processing

The following basic processing will take place: transmitting, collecting, storing, analysing, displaying, erasing in order to provide the Services to the Customer, Authorised Users and End Users and any other activities relating to the provision of the Services or set out in the Agreement.

1.3 Duration of the processing

The processing will take place during the term of the agreement and for up to 40 days after termination to allow Customer to request a copy of the Customer Content.

2. Types of Personal Data

- First name
- Last Name
- Email Address
- Password
- Date of Birth
- Health Data

Gender

3. Categories of Data Subject

Healthcare Professionals

Patients

Visitors

Volunteers

Sub-processor	Purpose
Wix	Website hosting
Amazon Web Services (AWS)	Hosting and backend infrastructure
Apple App Store	Infrastructure for hosting Zendra's iOS App
Google Play Store	Infrastructure for hosting Zendra's Android App
Uptime Robot	Infrastructure monitoring
Firebase Crashlytics	Crash-reporting for App monitoring
Vimeo	Displaying content from external platforms
YouTube	Displaying content from external platforms