

Appendix 1 - General Terms and Conditions

Tandem Health ("Supplier") provides a personalized documentation service that allows users to transcribe and document patient conversations using an application on an internet-connected computer, tablet, or phone. The service aims to facilitate the creation of medical records for healthcare providers and linked services. The service is available online via web browser and requires an internet connection.

The service is provided by Tandem Health AB (org.nr 559444-6857). These General Terms and Conditions govern the use of the Service. As used in these Terms of Use, "Tandem", "our Service" or "Service" means the digital documentation service provided by Tandem Health AB.

1. DEFINITIONS

For the purposes of this Agreement, the terms set out below have the following meanings:

User	Any employee or contractor of the Customer who uses the Service
Agreement	The Agreement with the associated appendices and supplements between the Customer and the Supplier, whereby the Supplier undertakes to provide the Service to the Customer
Confidential information	Information that is subject to confidentiality or professional secrecy in accordance with the Public Access to Information and Secrecy Act (2009:400) or the Patient Safety Act (2010:659).
Service	The services that the Supplier shall provide to the Customer under the Agreement, which are further specified in the Service Description
Service description	The description of the content and scope of the Service that is an appendix to the Agreement, according to which the Provider shall provide the Service
The Secrecy Act	The Act (2020:914) on Confidentiality in Connection with the Outsourcing of Technical Processing or Storage of Data

2. TERM AND TERMINATION

- 2.1 Agreement shall be terminated in writing three (3) month prior to the end of the Subscription Period. The customer's cancellation is made by email to support@tandemhealth.ai. The supplier's termination is made to the specified contact person.
- 2.2 Once the subscription has been terminated, the customer will continue to have access to the Service until the end of the current subscription period. Payments are non-refundable. The customer is not eligible for refunds or credits for partial contract periods. At the end of the subscription period, the service will be terminated and the customer's user accounts will be closed.

3. SUBSCRIPTION

- 3.1 The additional cost for the additional users will be calculated on a pro-rata basis for the remainder of the current contract term and invoiced accordingly.
- 3.2 If the Customer wishes to reduce the number of licensed users, such request shall be notified to the Provider in writing no later than one (1) month before the end of the contract period. The reduction will take effect at the next agreement period. No refunds or credits will be issued for a reduction in user numbers during an ongoing contract period.
- 3.3 Changes in the number of users included in the subscription must be confirmed in writing by Tandem without delay.
- 3.4 The Supplier will continuously develop and improve the Service. The Customer will have the opportunity to purchase new functions and additional services that the Supplier develops during the contract period through separate supplementary agreements. The Supplier undertakes to inform the Customer about new functions and additional services that become available.

4. PAYMENT TERMS

- 4.1 Payment must be made no later than thirty (30) days after the invoice date stated on the invoice. In the event that the Customer is late in payment, the Supplier is entitled to late payment interest according to law.
- 4.2 If the Customer's delay in payment lasts more than thirty (30) days after the written payment reminder, the Supplier is entitled, at its sole discretion, to either:
 - (i) suspend the delivery of the Services until payment in full, including any interest for late payment, has been paid by the Customer, or
 - (ii) terminate the Agreement in its entirety and claim compensation for any damage caused to the Supplier by the Customer's delay.
- 4.3 The Provider reserves the right to adjust the prices for the Service. Any price change will be notified to the Customer in writing at least two (2) months before the start of the new contract period. If the Customer does not accept the new pricing, the Customer has the right to terminate the Agreement in accordance with the termination terms of the Agreement.

5. SUPPLIER'S COMMITMENTS

- 5.1 The Supplier must provide the service on an ongoing basis during the contract period. The service shall be performed and provided in a professional manner.
- 5.2 The Supplier undertakes to provide the Customer with support as needed during regular business hours (support@tandemhealth.ai) and to provide the Service with an uptime of 99% on a quarterly basis, excluding periods of permitted downtime. The Provider is responsible for maintaining and updating the Service so that it remains functional and secure in accordance with applicable standards and practices in IT and healthcare. The permitted downtime for the Service, for maintenance and updates, is between the hours of 21:00 & 05:00 CET. This scheduled downtime is not counted in the uptime calculation. The Supplier undertakes to inform the Customer in advance as far as possible of any major planned interruptions that occur during these times.

6. RIGHT TO USE THE SERVICE AND ACCOUNT ACCESS

- 6.1 The Customer obtains a non-transferable and time-limited right to use the Service in accordance with the terms of this Agreement. This right is limited to the contract period specified in the Agreement.
- 6.2 A user account is intended for each user's personal use. The user must not give others access to the account. To help maintain control of the account and to prevent unauthorized users from accessing the account, the user should maintain control of the devices used to access the service and not disclose the password or details associated with the account to anyone. The user is responsible for providing and maintaining accurate information about your account.
- 6.3 Tandem may terminate or block an account if necessary to protect the user, Tandem, or our partners from identity theft or other fraudulent activity.

7. CUSTOMER COMMITMENTS

- 7.1 The Customer is responsible for having the necessary hardware and software to use the Service. To access the Service, access to the internet and a prepared device are required.
- 7.2 The customer may only use the service in their own business.
- 7.3 The Customer undertakes to use the Service in accordance with applicable laws and regulations and in accordance with the instructions and guidelines provided by the Provider.

The Customer is responsible for its Users' use of the Service and shall ensure that they do not use the Service in a way that may be considered misuse or that harms the Provider's rights.

7.4 In particular, the Customer and the users for whom the Customer is responsible, except in cases where expressly approved by Tandem, may not:

(i) circumvent, remove, modify, disable, impair, block, obscure, or defeat any of the Content Protection Policies or other portions of the Service;

(ii) use any robot, spider, scraper, or other automated means to access the Service;

(iii) decompile, reverse engineer, or disassemble any software or other products or processes available through the Service;

(iv) insert code or product or manipulate the content of the Service in any way;

(v) use any method of data mining, data collection or extraction;

(vi) upload, post, email, or otherwise transmit or transmit any material designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Service, including software viruses or any other computer code, files, or programs.

7.5 Tandem reserves the right to terminate or limit Customer's use of the Service if Customer or the users for whom Customer is responsible violate these Terms of Service or engage in illegal or fraudulent use of the Service.

7.6 The Customer may not wholly or partially assign or pledge its rights and/or obligations under this Agreement without the Supplier's written approval.

8. CUSTOMER DATA

8.1 The Customer holds all rights to the Customer's data. The Supplier does not obtain any rights to the Customer's data, or part thereof, under the Agreement. The Supplier may only use the Customer's data, including Confidential Data, for the provision of the Service to the Customer in accordance with the Agreement, and not in any part for the Supplier's own purposes. Access to Customer's data shall be limited to those persons who need access to Customer's data in order to perform their duties.

8.2 The Supplier is under no circumstances entitled to contain the Customer's data. The Supplier guarantees that the Customer's data will be disclosed to the Customer immediately upon request. The disclosure must be made with the urgency required by the circumstances and taking into account the work required.

8.3 The Customer's data shall be disclosed in the format set out in the Agreement. If the format has not been specified, the Customer's data shall be disclosed in the format requested by the

Customer. If such a request requires special conversion work, the Customer shall compensate the Supplier for this work in a reasonable amount.

- 8.4 The Provider shall ensure that the data that the Customer deletes in the Service is permanently removed from the Provider's equipment within a reasonable period of time, but no later than within thirty (30) days.
- 8.5 The Supplier shall cease all processing of the Customer's data upon termination of the Agreement, with the exception of return to the Customer, or the person designated by the Customer, and for permanent deletion.
- 8.6 Upon termination of the Agreement, the Supplier shall ensure that the Customer's data is promptly returned to the Customer, or in accordance with the Customer's instructions, permanently deleted from the Supplier's Operating Environment within a reasonable time, but no later than within thirty (30) days.

9. CONFIDENTIALITY

- 9.1 A party may not disclose documents or in any other way reproduce to a third party information about the other party's activities that may be regarded as a business or professional secret or that otherwise relate to the other party's internal affairs, to any other extent than is necessary for the provision of the Service and the performance of the Agreement.
- 9.2 The duty of confidentiality does not apply to information that a party can show has become known to it otherwise than through the provision of the Service or that is publicly known. The duty of confidentiality also does not apply when a party is obliged under Swedish law to disclose information.
- 9.3 Within the framework of the Agreement, the Supplier is given access to Confidential Information on the basis of the secrecy breaching rule in Chapter 10. 2 a § OSL, since the Service only covers technical processing or technical storage. The Supplier shall ensure that the duty of confidentiality under the Secrecy Act is complied with by the persons for whom the Supplier is responsible. A party is also obliged to ensure that employees, hired consultants and subcontractors take into account the above-mentioned legal rules.
- 9.4 Confidentiality under this section shall survive the termination of the Agreement. The Supplier shall immediately inform the Customer's contact person if it becomes discovered that the Supplier's employees, or others for whom the Supplier is responsible, have breached a duty of confidentiality or other obligation under this section.

10. PERSONAL DATA

The processing of personal data within the framework of this Agreement is governed by the Data Processing Agreement in Appendix 3 with sub-appendices. Both parties undertake to comply with applicable legislation regarding the processing of personal data. Find more details about the end-user privacy policy for healthcare professionals at the following link <https://www.tandemhealth.ai/end-user-privacy-policy>.

11. SAFETY

The Provider shall take appropriate technical and organizational security measures to ensure security and confidentiality in the provision of the Service.

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1 The Provider guarantees that the Provider holds the intellectual property rights, such as copyright to computer programs, rights of use according to license agreements, etc., that are required for the provision of the Service. The Supplier is also responsible for ensuring that the Customer has the right to use the Service in accordance with the Agreement.
- 12.2 The Customer is responsible for ensuring that the necessary intellectual property rights, such as copyright to computer programs and rights of use according to license agreements, exist for the Customer's software, and that these allow the Supplier the right to use the Customer's software in the Operating Environment for the provision of the Service in accordance with the Agreement.

13. DEVELOPMENT OF THE SERVICE

Any improvements, innovations or developments made by Tandem Health AB, either alone or together with the Customer, will be and remain the property of Tandem Health AB. Customer shall have no rights to such improvements, innovations or developments.

14. LIMITATION OF LIABILITY

The Provider is not liable for any indirect or consequential damages arising from the use or inability to use the Service. The Supplier's aggregate liability under this Agreement, for any reason or action, is limited to the total amount paid by the Customer to the Supplier during the six (6) months preceding the event giving rise to the claim.

15. FORCE MAJEURE AND CHANGED CONDITIONS

- 15.1 The parties are exempt from penalties for failure to perform certain obligations under this Agreement, if the failure is due to a so-called exonerating circumstance of material importance. According to this agreement, e.g. government action, new or amended legislation, labour market conflict, blockade, fire, flood, loss or destruction of data or property of significant importance or accident of major importance shall be considered as an exonerating circumstance. If a party wishes to request an exemption on the basis of exempt liability, the party must inform the other party without unreasonable delay of this in order to invoke the circumstance.
- 15.2 The Parties agree that in the event that new legislation, regulation or legal developments change the Parties' legal rights or obligations or affect either Party's ability to perform its obligations under this Agreement, the Parties will negotiate in good faith the terms of this Agreement in order to comply with the new developments in order to continue the business relationship between the Parties.

16. DISPUTE RESOLUTION

- 16.1 This Agreement shall be governed by and shall be construed and applied in accordance with the laws of Sweden, excluding conflict of law rules. Any disputes arising in connection with this Agreement shall primarily be resolved by mutual agreement of the parties. If the dispute cannot be resolved through negotiation, it shall be settled through arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (SCC). The seat of the arbitration shall be Stockholm, Sweden and the language of the proceedings shall be Swedish.
- 16.2 The parties undertake and agree that any arbitration proceeding as set forth above shall be treated as strictly confidential, and all information disclosed during the proceeding as well as the

information relating to the proceeding as such and the content of any decision made by the SCC shall constitute confidential information and shall be treated in accordance with the confidentiality provisions of this Agreement.

17. CHANGES TO TERMS AND CONDITIONS

Tandem Health reserves the right to change these terms and conditions. Such changes will be notified to Customer thirty (30) days prior to their effective date. If the customer does not accept the amended terms, the agreement may be terminated before they come into force.