GT&Cs valid from November 1, 2021

GENERAL TERMS & CONDITIONS FOR PROVIDING

THE DICOMPASS CLOUD SERVICES

What entity publishes them: MEDRO s.r.o. identification No.: 26002612 tax identification No.: CZ26002612
seated at Štrossova 567, 53003 Pardubice,
email: podpora@dicompass.cz www: www.dicompass.cz
("Provider")

What they regulate: Rights and obligations of the Provider and of the Customer related to the provision of services as defined in Art. of these GT&Cs
("Services");

Whom they concern: Natural and legal persons to whom the Provider provides any of the Services, as well as persons who negotiate with the Provider regarding the provision of the Services
("Customers")

1.Binding Nature of the GT&Cs

1.1. These General Terms & Conditions for the provision of DICOMPASS Cloud services and other services ("GT&Cs") become effective on the date specified in the header and become binding for the Customer once the Customer accepts them tacitly or expressly. Among others, accepting an offer which refers to the GT&Cs, payment of an invoice that refers to the GT&Cs, or continuing to accept Services for more than one month after the Customer gets the chance to familiarize themselves with the text of the GT&Cs and raises no objections is considered to be the acceptance of the GT&Cs.

1.2. Unless otherwise agreed in writing, by accepting these GT&Cs, the Customer shall be deemed to make the representations and other actions set out in these GT&Cs. The Customer is familiar with DICOMPASS Cloud services.

2.Agreement and its Components

2.1. The Provider hereby undertakes to provide to the User the use of the application Dicompass Gateway in the cloud to the extent referred to in sub clause 2.2 of this Article, in the manner set forth below in this Agreement, and the User undertakes to pay the Provider the agreed price for the use thereof.

2.2. The Customer is authorized to use the **Dicompass Gateway** application within cloud services

2.3. The **Dicompass Gateway** application is a certified Class IIb medical device and may only be used in accordance with the purpose of use. Declarations of conformity and certificates are available at https://dicompass.cz/dokumentace

2.4. The Provider has prepared a server-side cloud operating environment for the User, then the Provider informed the User of this fact and created customer access to the application for the User.

2.5. The **Dicompass Cloud** service specification **is given by purchasing through the https://shop.dicompass.cloud sales portal**. Service support is provided from 8am until 4pm on workdays, next business day response time, support via email helpdesk@medoro.org unless otherwise stated in the service specification in the shopping portal.

2.6. If the agreed conditions do not prevent this, the Customer may order, change or cancel the Services during the contractual relationship. Orders, change requests and cancellations can be made in writing, by email or through the shopping portal **https://shop.dicompass.cloud**. Requirements confirmed by the Provider are considered Contractually Binding.

2.7. The User will be notified of such changes by e-mail sent to the e-mail address provided by the User no later than thirty (30) days prior to the entry into force of such change. The User is entitled to terminate the Agreement in connection with such a change, effective from the effective date of the change in question. The Provider will inform of the User in its notification of the right of the User to terminate the Agreement. If

the User terminates the Agreement before the change becomes effective, it shall be deemed to have accepted the change.

3.Rights and Obligations of the Parties

3.1. While using the **Dicompass Cloud** service, the User is entitled to place in the cloud its data generated by application processing.

3.2. The Provider is obliged to make efforts to ensure that all of the User data located in the cloud is protected from loss, destruction or possible misuse.

3.3. The Provider is obliged to create conditions for secure communication of the User with the cloud of the Provider with sufficient proof of identity of the User.

3.4. The Provider is entitled, at the request of the User, to make such logged interventions to the data of the User located on the servers of the Provider which lead to the elimination of problematic conditions, or to review such data so that the User can be provided with an effective consultation.

3.5. If the situation allows, the Provider is obliged to notify the User in advance of a service outage.

3.6. The User is obliged to protect its access data from loss and misuse thereof by third parties.

3.7. The User is not authorized to further provide access to third parties to the cloud that it uses under this Agreement if the third parties are not in a contractual or employment relationship with the User.

3.8. By purchasing the Services, the User does not obtain from the Provider any license to the above application, but only the right to use its functional features in the cloud.

3.9. The User is obliged to keep its access data secret and, if they use the Cloud Connector on their PC, also the password to the key and the ~/.cpcon/keystore folder, and to contact the Provider immediately in case of any suspicion that the password or key has been compromised.

3.10. It is forbidden to disturb the stability of the Services or to block or modify any part of the Services. It is forbidden to interfere in any way with the environment of the Provider and of other customers of the Provider, inter alia with infrastructure, communication, data, operation and availability of the Services. Monitoring is also considered to be unauthorized interference.

3.11. The Customer is obliged to immediately report to the Provider any security incidents that could potentially lead to compromising (breach of confidentiality, integrity or availability) the environment, equipment or information of the Provider and of other customers of the Provider and to cooperate with the Provider to solve such incidents.

4.Price and Payment Terms

4.1. The price for using the **Dicompass Cloud** application in the extent per Article 2., for the maintenance and management of the User data environments in the cloud is given by the order in the https://shop.dicompass.cloud shopping portal

4.2. The above prices for cloud services include the activities of the Provider in managing and running applications and of the User data management in the cloud. The listed prices of the Services provided do not include any Services not explicitly listed here, nor other services.

4.3. The price for Services in the extent per Article 2.4. will be billed by the Provider to the User for a period of one month or one year, always on the basis of a proforma invoice issued by the Provider for payment with payment terms of 14 days from issuance. After payment, a tax document will be sent to the User. The invoice must have the requisites of a tax document according to the law.

4.4. All payments will then be credited by the User to the bank account of the Provider indicated on the invoice or paid thru the GoPay payment gateway.

5.Sanctions

5.1. In case of delay of the User regarding the payment of any of the proforma invoices, the User is obliged to pay to the Provider default interest in the amount of 0.05% of the amount due for each day of delay. The Provider is also entitled to restrict the User access to its data until the amount due is paid.

6.Term of the Agreement

6.1. The Service Agreement is concluded for a subscription period of one (1) month or one (1) year and is automatically renewed for one (1) month or one (1) year until the User or the Provider terminates the Agreement in accordance with these terms and conditions The Agreement can be terminated in writing or through the shopping portal **https://shop.dicompass.cloud**

6.2. The Provider is also entitled to withdraw herefrom in writing with effect from the date of delivery of such withdrawal to the User if the User grossly violates this Agreement, especially if it is in arrears regarding payment of the price for more than **30 days**

6.3. The User is also entitled to withdraw herefrom with effect from the date of delivery of such withdrawal to the Provider if the Provider grossly violates this Agreement, especially if the Provider commits continuous and repeated breaches of the availability of the application services. In this case, the User is entitled to a refund of a proportion of the price for unused Services.

7.Protection of the Data of the User

7.1. The Provider undertakes to the User to ensure that the provision of the cloud services hereunder does not mean the unauthorized or accidental access to the User's personal data by third parties as long as the data benefit from protection under the Act. No. 101/2000 Coll., on the protection of personal data, as amended (hereinafter referred to as the "Personal Data Act").

7.2. The User, as a controller of personal data in the sense of s. 4 (j) of the Personal Data Act, and the Provider, as a processor of personal data within the meaning of s. 4 (k) of the Personal Data Act, conclude at the same time with this Agreement the following contractual clauses in order to fulfill the legal obligation under s. 6 of the Personal Data Act to conclude an agreement for the processing of personal data which shall remain in force for the duration of this Agreement:

7.2.1. The Provider undertakes to process the personal data of the User per Article 7. in the form of storing personal data in the cloud. The Provider will process personal data placed by the User in the cloud for the User in accordance with the purpose and under the conditions set forth in this Agreement,

7.2.2. Any use of personal data by the Provider is possible for the necessary maintenance in the cloud and access is possible only to the extent necessary.

7.2.3. The Provider is responsible for compliance with the Personal Data Act and with this Agreement by its employees involved in the fulfillment of obligations under this Agreement.

7.2.4. The Provider is obliged to transfer to the User all its data located in the cloud after the termination of this Agreement under the conditions specified in Article 9 of this Agreement and is no longer entitled to store or otherwise handle such data.

7.3. The Provider further undertakes to the User to maintain confidentiality of all facts which it learns in connection with the management of the data of the User which are also trade secrets of the User within the meaning of s. 504 of the Civil Code and thus shall be protected accordingly.

7.4. The Provider is fully aware of its responsibility for any breach of trade secret pursuant to the provisions of s. 2988 et seq. of the Civil Code.

7.5. In the event of any misuse of data by the Provider, the User is also entitled to claim damages from the Provider pursuant to s. 2894 et seq. of the Civil Code.

7.6. All data is encrypted and located in the EU territory in MICROSOFT data centers.

8.Access Rights

8.1. The Provider will issue access rights to the User when setting up the service.

8.2. If the User finds a possible abuse of the access rights, it is obliged to immediately ask the Provider to revoke such access rights.

9.Data Transfer and Acceptance

9.1. Upon termination of this Agreement, the Provider is obliged to ask the User to take over its data still located in the cloud within **30 days** of sending such a request. The data will be handed over by the Provider and taken over by the User directly through the Dicompass Cloud user interface. Alternatively, based on

mutual agreement of the User with the Provider, through a download link which will be sent to the email of the User which is kept at the User account.

9.2. A request to retrieve data is sent to the email address of the User provided in their Dicompass Cloud account.

9.3. The User has 90 days to download its data from Dicompass Cloud which are calculated from the date of sending the request by the Provider to the User.

9.4. Upon of the User's delay in receiving this data, all legal or contractual liability of the Provider for damages in the event of loss or destruction of this data shall cease at the same time.

9.5. The Provider is entitled to delete this data after the expiration in vain of the data collection deadline.

10. Final Provisions

10.1. The contractual agreement contained in these GT&Cs is governed by the laws of the Czech Republic. All disputes will first be settled amicably between the Parties. If the Parties fail to reach an agreement, the Parties agree on the courts of the Czech Republic or other Czech authorities with jurisdiction in the matter as competent bodies to resolve the dispute.