

## GENERAL TERMS AND CONDITIONS OF SERVICE

(hereinafter referred to as “GTCS”)

### 1. PREAMBLE

1.1 These GTCS are set forth by Synapse Medicine, a simplified joint-stock company with capital of 27,466.24 euros, registered with the Bordeaux Trade and Companies Register under the number 827 466 590, whose registered office is located at 3 rue Lafayette 33000 Bordeaux, represented by Dr Clément Goehrs in his capacity as CEO (hereinafter referred to as “**Synapse Medicine**” or the “**Supplier**”).

1.2 Synapse Medicine has developed two platforms that use reliable data that are updated in real time to provide healthcare professionals with a complete overview of medication information. This platform also facilitates decision-making to ensure medications are safely prescribed and dispensed. The platform for healthcare professionals is called the “**Synapse Platform**”, while the platform for the general public is called “**GoodMed**” (hereinafter referred to as the “**Platforms**”). Synapse Medicine has also developed the “**Medication Shield**” technology for managing pharmacovigilance case reports. Synapse Medicine provides these platforms as a remote service (SaaS) from the dedicated shared platform, according to the customer profile (healthcare professionals and general public).

1.3 Synapse Medicine makes the Synapse Platform available to companies in the healthcare sector – in particular, to telemedicine platforms, for-profit and not-for-profit insurance companies, hospitals and healthcare facilities, care centres and pharmacy groups.

1.4 Synapse Medicine offers various services via its Platforms:

1.4.1 “GoodMed” provides the general public with easy access to reliable and up-to-date medical information and thus helps them better understand medications.

With the free version, you can consult a medication's patient information leaflet, analyse prescriptions according to specific clinical characteristics, generate a prescription code to share it with one's healthcare professional and consult the side effects related to treatments.

The paid version of “GoodMed” provides access to all the same features as the free version and, in addition, allows you to save several health reports and prescription analyses.

1.4.2 The “Synapse Platform” for healthcare professionals provides a set of technological building blocks that each user can choose to use or not use, depending on their profile and usage.

Different technological building blocks allow them to write safe prescriptions for patients via access to:

(a) a virtual assistant that answers questions on medications such as those regarding dosage, contraindications and side effects;

- (b) a prescription analysis feature that highlights potential medication issues such as drug interactions or contraindications related to clinical condition, and allows them to be filtered by severity level. You can take a picture of the prescription to retrieve the information in it;
- (c) a module that provides alerts on inappropriate medications for the elderly (STOPP criteria);
- (d) a module that allows pharmacovigilance teams to report side effects and that allows them to prioritise the most serious cases: the **Medication Shield**.
- (e) a module for detecting the potential side effects one or more prescriptions may have;
- (f) a module that informs you of the maximum dosage and treatment times for drugs: Maximum Dose;
- (g) access to all French monographs;
- (h) the ability to save analysed prescriptions.

The free version of these modules provides Users with access to all the features of these modules, with daily limits on the virtual assistant (3 questions/day), prescription analysis (1 photo and 1 analysis/day) and the scanning of medication boxes by QR code (1/day). For pharmacists, the free version of these modules provides access to a Medicines Use Review (MUR) (1 trial review).

The paid version of these same modules provides access to all the features without any limits on use.

Other technological building blocks are also available to healthcare professionals and more particularly to pharmacists (in retail pharmacies and private hospitals).

- (a) The “Medicines Use Review (MUR)” is specific to the daily work of pharmacists in retail pharmacies.
- (b) The medication reconciliation module to ensure continuity of care between the various stages of patient management in a retail pharmacy and hospital pharmacy.

This platform is accessible remotely.

- (i) either directly by logging in remotely via the following url <https://synapse-medicine.com/en/> and/or via app stores (hereinafter referred to as “**Direct Access**”);
- (ii) or indirectly through third parties who have been authorised to integrate the Platform's features into their computer systems by Synapse Medicine (hereinafter referred to as “**Indirect Access**”).

1.5 These GTCS apply to both Direct Access and Indirect Access. Synapse Medicine reserves the right to modify the GTCS, for example, to adapt them to changes in laws and regulations, or to modify the features offered through the Platforms. Synapse Medicine will notify the Customer, where possible, within one (1) month prior to modifying the GTCS. Consequently, the Customer should regularly consult the GTCS as well as the Policy.

If the Customer rejects the modified GTCS, they will have to stop accessing and using the Platform. Continued use of the Platform automatically implies the Customer's acceptance of the modified GTCS.

As these GTCS may be subject to change, the applicable terms and conditions are those in force and accessible at the following URL: <https://synapse-medicine.com/en/conditions/> and/or on the subscription date indicated on the Term Sheet.

- 1.6 The Customer – who wishes to access the Platform via Direct Access or Indirect Access – has read all the terms and conditions of the services offered by Synapse Medicine and acknowledges that Synapse Medicine has provided them with all the necessary information.

## WHEREUPON THE PARTIES HAVE AGREED AS FOLLOWS:

### 2. OBJECT

- 2.1 The object of these GTCS is to determine the terms and conditions under which Synapse Medicine authorises the Customer to access and use the Platform.

### 3. DEFINITIONS

- 3.1 The terms defined hereinafter shall have the following meanings:

- (i) **“Customer”** refers to the natural person, including one acting on behalf of a legal entity, or the legal entity or the healthcare professional who is authorised to access and use the Platform, including its Users, under the conditions provided for in the Agreement;
- (ii) **“Policy”**: refers to Synapse Medicine's privacy and data protection policy for Customers and/or Patients;
- (iii) **“Agreement”** refers to these GTCS and all the documents mentioned in Article 4.1;
- (iv) **“Subsidiary”** refers to any company, whether French or foreign and regardless of its legal form, which directly or indirectly controls a Party or is under the control of a Party. The notion of control has the meaning defined by Article L233-3 of the French Commercial Code;
- (v) **“Party(ies)”** refers to the Customer and/or Synapse Medicine, individually or collectively;
- (vi) **“Patient(s)”** refers to any natural person who is at least 15 years old (or under 15 years old who has the consent of their parent or legal guardian). This excludes Customers who access the Platform via Direct Access and who use the Platform for purposes that do not fall within the scope of their commercial, industrial, artisanal or freelance activity, this includes if they do it on behalf of a natural person, for example a member of their household, and for whom the Patient guarantees to have obtained their consent;
- (vii) **“Service Level Agreement”** or **“SLA”** refers to the service level agreements relating to the Platform for which Synapse Medicine is responsible under this Agreement. These are detailed in Appendix 1;
- (viii) **“Synapse Platform”** refers to the SaaS platform made available to healthcare professionals. This platform is composed of several technological building blocks which shall be available and can be chosen and associated individually by each user.

- (ix) “**Term Sheet**” refers to the contractual document that Synapse Medicine may offer to its customers and, in particular, to telemedicine platforms, for-profit and not-for-profit insurance companies, private hospitals and healthcare facilities and pharmacy groups;
- (x) “**User(s)**” refers to any Patient or any natural or legal person acting on behalf of the Customer (employee, corporate representative, etc.) with a personal account which gives them access to the Platform.

## 4. **CONTRACTUAL DOCUMENTS**

4.1 The contractual documents are, in descending order of priority:

- (i) these GTCS and the Policy,
- (ii) the appendices,
- (iii) if applicable, the Term Sheet.

4.2 In the event of an inconsistency or contradiction between these contractual documents, the Parties agree that these documents shall prevail in the order of precedence indicated above.

## 5. **EFFECTIVE DATE - – TERM**

5.1 Any use of the Platforms is subject to prior acceptance of and compliance with this Agreement. The User acknowledges that they have read this Agreement and accepts all of the provisions of the Agreement without any reservations.

5.2 This Agreement is effective upon its acceptance by the User. This acceptance is formalised:

- (i) for Direct Access, by ticking a box provided for this purpose when the User signs up online;
- (ii) for Indirect Access, by signing these GTCS and/or the Term Sheet which refers to these GTCS.

5.3 This Agreement is entered into for a term that is:

- (i) indefinite for Direct Access;
- (ii) by default, three (3) years from its effective date for Indirect Access, or as determined in the Term Sheet. At the end of this term, either Party may terminate the Agreement, without compensation, by sending a notice to the other Party at least ninety (90) days before the anniversary date of the Agreement. If the Agreement is not terminated during this period, it will be tacitly renewed for an identical term.

## 6. **TERMINATION**

### 6.1 **Termination for convenience**

6.1.1 For Direct Access, either Party may terminate this Agreement at any time, without compensation and without cause. To unsubscribe, the Customer can access the following information: profile / my information / my subscription in the Platform or by simply sending an e-mail to [contact@synapse-medicine.com](mailto:contact@synapse-medicine.com). The termination will take effect the month following the date the notice is sent.

## 6.2 Termination for fault

6.2.1 Each Party shall have the right to terminate this Agreement thirty (30) days after they have notified the other Party of a material breach or of the Party's failure to perform its obligations under this Agreement and the defaulting Party has not corrected said breach or failure at the end of these thirty (30) days.

## 7. COOLING-OFF PERIOD

7.1 This Article 7 applies exclusively to Patients.

7.2 The Patient has the right to withdraw from this agreement without giving a reason for fourteen (14) days, in accordance with Article L221-8 of the French Consumer Code. The cooling-off period expires fourteen (14) days from the day after they entered into the Agreement.

7.3 The Patient must exercise their right of withdrawal by informing the Supplier of their decision to withdraw by sending the standard withdrawal form in Appendix 2 or any other unequivocal statement expressing their intention to withdraw (for example, registered letter with acknowledgement of receipt, fax or e-mail) before the above-mentioned period expires.

7.4 In the event of a withdrawal, the Supplier shall refund all payments received from the Patient without undue delay and, in any event, no later than fourteen (14) days from the day the Supplier was informed of the Patient's withdrawal. The Supplier will use the same payment method the Patient used for the purchase, unless the Patient agrees to use another reimbursement method. In any event, this reimbursement will not result in any expenses for the Patient.

## 8. REPRESENTATIONS

8.1 Each Party represents, warrants and commits to the other Party as follows:

- (i) each Party has the capacity and authority to enter into this Agreement;
- (ii) the signatories to this Agreement on behalf of a Party have been duly authorised;
- (iii) this Agreement and the obligations hereunder shall be binding upon the Party and enforceable on the other Party as provided herein and do not and shall not disregard the terms of any other agreement, or any judgement or court order, to which the Party is a party;
- (iv) there are no pending or imminent proceedings that, to the Party's knowledge, jeopardise or may have a material adverse effect on this Agreement or the Party's ability to perform its obligations under this Agreement;
- (v) each Party has not withheld any information that is necessary for the effective performance of the contractual obligations under this Agreement, the information provided to the other Party is complete, true and correct to the best of its knowledge and belief.

8.2 Each Party acknowledges that the other Party has entered into this Agreement on the basis of the representations, warranties and commitments set forth in this Article.

## 9. ACCESS TO THE PLATFORM

### 9.1 Direct Access

- 9.1.1 Suitable hardware and an Internet connection are required to use the Platform. The User acknowledges and accepts that they bear the cost of all related expenses, including, but not limited to, costs related to Internet service providers, and that the Supplier assumes no responsibility in this regard.
- 9.1.2 Access to the Platforms is contingent upon the User signing up beforehand. The User must create their personal space by filling in the online sign-up form.
- 9.1.3 The User will have access to the Platforms' services as soon as the Supplier confirms their registration.

### 9.2 Indirect Access

- 9.2.1 For Indirect Access, Synapse must integrate the tools made available to the Customer under the conditions set forth in Appendix 3.

## 10. OBLIGATIONS

### 10.1 Mutual obligations

- 10.1.1 Each Party agrees to cooperate in good faith with the other Party.
- 10.1.2 Each Party undertakes to promptly inform the other Party of any event of which it may be aware that may affect the performance of the Agreement.

### 10.2 Obligation of the user

- 10.2.1 The User agrees to:
  - (i) comply with the terms of the Agreement and, where applicable, shall be responsible for Users complying with the Agreement;
  - (ii) use the Platform in compliance with the ethical and professional rules applicable to healthcare professionals;
  - (iii) pay, where applicable, the amounts indicated in Article 19 to the benefit of the Supplier.

### 10.3 Obligations of Synapse Medicine

- 10.3.1 Synapse Medicine shall use its best endeavours to provide the Services in accordance with the terms of the Agreement and with industry best practices and in strict compliance with the provisions of the French Public Health Code and the French Code of Medical Ethics.

## 11. LIABILITY

- 11.1 Synapse Medicine is under an obligation to use its best endeavours under this Agreement. The User acknowledges that Synapse Medicine provides a service that helps with prescribing and provides information on the proper use of medications, and that User is under no obligation to follow the recommendations provided via the Platforms. Where necessary, we remind you that doctors retain complete freedom in their prescriptions, which shall be those they consider most appropriate in the circumstances, in accordance with article R. 4127-8 of the French Public Health Code.

The use of the Platforms can therefore in no way replace healthcare professionals and constitute the exclusive basis for justifying a medical decision such as stopping, modifying or suspending treatment. Healthcare professionals remain personally responsible for all actions and decisions related to their professional activity and particularly for their therapeutic choices. When the Customer is a healthcare professional, they shall remain personally liable for any breach of professional and ethical rules and will be personally responsible for any disciplinary action taken against them as a result of an action, behaviour or attitude contrary to professional ethics and rules. When the User is a Patient, they shall therefore acknowledge that the use of the Platform shall in no way replace, in whole or in part, the information, advice and personalised follow-up provided by competent healthcare professionals, who are usually in charge of the patient's follow-up, in accordance with their professional, legal and ethical obligations.

- 11.2 Under this Agreement, neither Party shall be liable to the other Party for any consequential damages suffered by the other Party (including, but not limited to, damages to business, loss of revenue, loss of savings or profits suffered by the other Party), regardless of the basis of the claim for compensation and regardless of whether the Parties were aware that such damages might occur.
- 11.3 The Supplier cannot be held liable for the consequences resulting from misuse of the Platform by Users and, in general, from non-compliance with the GTCS. In the event that the Supplier is held liable due to a breach by the Users, to the fullest extent permitted by law, the Customer or the Patient undertakes to indemnify the Supplier against any judgement against it and to reimburse the Supplier for all costs, in particular lawyers' fees, incurred in its defence.
- 11.4 Insofar as such a preclusion or limitation is not prohibited by applicable law, neither Party precludes or limits its liability to the other Party under this Agreement for any loss, resulting from:
- (i) gross negligence or intentional misconduct;
  - (ii) fraud, fraudulent or reckless declaration;
  - (iii) death or injury;
  - (iv) breach of Article 8 (Representations);
  - (v) breach of Article 12 (Confidentiality); or
  - (vi) breach of Article 13 (Intellectual Property).
- 11.5 Without prejudice to Article 11.4, as an essential and determining condition without which the Supplier would not have entered into the Agreement, the Supplier's liability to the Customer under this Agreement shall be limited, for a given contractual year, to a total amount equal to 20,000 euros for all losses and/or damages. This Article 11.5 does not apply to Patients.

## 12. **CONFIDENTIALITY AND PERSONAL DATA**

- 12.1 Each of the Parties agrees to:

- (i) keep confidential all information it receives from the other Party, using at least the same degree of care as it uses to protect its own confidential information;
- (ii) not disclose the other Party's confidential information to any third party in any capacity whatsoever, except to employees or agents of the Parties for purposes related to the performance of this Agreement.

12.2 Notwithstanding the foregoing, neither Party shall have any obligation with respect to information that:

- (i) would have entered into or would enter into the public domain;
- (ii) would be known to the receiving Party before the other Party disclosed it to them;
- (iii) would be received legitimately from a third party who is not subject to an obligation of confidentiality;
- (iv) should be disclosed by law or by court order (in which case it shall be disclosed only to the extent required and, to the extent practicable, after having notified in writing the Party which provided it).

12.3 The obligations of the Parties with respect to confidential information shall remain in effect for the term of the Agreement and for three (3) years after its expiration or termination for any reason.

12.4 Protection of personal data

In the performance of the Agreement, each Party undertakes (i) to comply with all applicable legal and regulatory provisions, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (hereinafter, the "GDPR") and (ii) to impose identical obligations on its personnel as well as on any third parties under its control (including its affiliates and subcontractors, if any).

The Parties warrant that all personal data that they may hold and communicate to each other, or to which they may have access in the course of or in connection with the implementation of the Agreement, have been obtained and are used in a manner that ensures appropriate security and confidentiality, including the prevention of unauthorised access to such data.

Thus, each Party undertakes to (i) implement technical and organisational measures to ensure the personal data held by the Party concerned is protected against unauthorised access as well as against any breach, loss, unauthorised disclosure or accidental destruction, and (ii) alert the other Party if any of these situations occur, so that the other Party can alert the individuals concerned.

The Policy sets forth the terms and conditions under which Synapse Medicine processes personal data as a data controller and/or processor.

## 13. INTELLECTUAL PROPERTY

13.1 The Supplier remains the sole holder of all intellectual property rights on the Platforms, all content accessible on the Platforms – including, but not limited to, text, data, graphics, files, images, photographs, videos, logos, software, databases and trademarks – and its know-how.



- 13.2 The Agreement shall not be construed in any way as transferring to the Customer any intellectual property rights relating to all or part of the Platform(s), and/or to the content accessible on the Platform(s) and/or to the Supplier's know-how, even though the Customer has the ability to acquire know-how from the Supplier.
- 13.3 The Supplier grants the Customer a non-transferable, non-exclusive and non-assignable personal licence to use the Platform(s) for the term of this Agreement that provides the Customer with access from their country.
- 13.4 The Customer agrees:
- (i) not to attempt to copy, adapt, translate, modify or decompile the Platform(s) without the prior written consent of the Supplier;
  - (ii) not to directly or indirectly sell, use or communicate the Platform(s) without the prior written consent of the Supplier;
  - (iii) not to use the Platform(s) for any purpose other than those provided for under the Agreement.
- 13.5 The Customer irrevocably acknowledges that the Platform consists of one or more databases made available by the Supplier as the producer of said databases within the meaning of the provisions of Articles L.341-1 *et seq.* of the French Intellectual Property Code.

Therefore, in accordance with the provisions of Article L. 342-1 of that same Code, without prejudice to the Customer's use for the benefit of the Patient, both the Customer and the Patient shall refrain from:

- extracting, via a permanent or temporary transfer, all or a qualitatively or quantitatively substantial part of the content of one or more of the databases accessible on the Platform onto another medium, by any means and in any form whatsoever, including for the purpose of use or consultation by a medium and/or process(es) not authorised by the Supplier;
  - reusing, by making all or a qualitatively or quantitatively substantial part of the content of one or more of the databases accessible on the Platform available to the public, in any form whatsoever, including by means of a hypertext link, a medium and/or process(es) not authorised by the Supplier;
  - creating, editing, maintaining, updating, importing, exporting, making available to third parties, whether free of charge or for a fee, a competing database derived from all or part of one or more of the Supplier's databases, and from participating in the aforementioned actions;
  - viewing the Platform on a screen by a process or medium other than those by which the Supplier intends to disclose the Platform;
  - In general, any extraction, use, storage, reproduction, representation or conservation of the content of one or more of the Supplier's databases, whether directly or indirectly, partially or totally, including in buffer or temporary memory, qualitatively or quantitatively substantially, done by one of the processes referred to above, is strictly prohibited, including by a medium not authorised by the Supplier.
- 13.6 At the end of the Agreement for any reason whatsoever, the User undertakes to no longer use the Platform and to return all media belonging to the Supplier without delay, or at the Supplier's first request, to proceed with their destruction and to prove this to the Supplier as soon as possible.

14. **WARRANTY**

14.1 The Supplier represents and warrants to the User that:

- (i) the Platforms are fully owned and/or licensed by the Supplier;
- (ii) To the best of the Supplier's knowledge, the Platforms are not subject to any third-party claims, including any lawsuit for infringement and/or unfair competition. The Supplier shall hold the User harmless as follows against any action to prohibit or restrict the use of the Platforms subject to the User notifying the Supplier of any claim, lawsuit or demand preceding such claim or lawsuit as soon as possible.

14.2 If the User notifies the Supplier in writing and as soon as possible of the existence of an amicable or legal claim by a third party based on the fact that the Platform(s) infringe(s) the rights of third parties, the Supplier undertakes to defend itself at its own expense against any such lawsuit and in particular to intervene voluntarily in any proceedings and to pay all damages and other sums which were subject of a conviction for which the User could be liable, as well as the User's own reasonable legal expenses.

14.3 In the event of a provisionally enforceable or legally enforceable decision (such as a summary judgement), the foregoing provisions shall also apply, subject to the final court decision. Should an appeal overturn the judgement or restitution by the third party, the User shall reimburse the Supplier for the overpayment.

14.4 To benefit from the above guarantees, the User must:

- (i) Notify the Supplier of the existence of a claim or lawsuit in writing as soon as possible;
- (ii) Co-operate (at the expense of the prosecuted party);
- (iii) As well as provide all the necessary authorisations to defend the case, settle or prosecute.

No settlement agreement shall be reached without the respective agreement of each of the Parties.

14.5 In addition to the foregoing, the Licensor agrees, at its own expense and discretion, to:

- (i) Obtain the right to continue using the Platform for the User, either in court or by way of a settlement;
- (ii) Replace the relevant part of the Platform(s) with other equivalent services that do not infringe a third party's right;
- (iii) Modify the Platform(s) and/or the services in such a way that they no longer constitute an infringement of a third party's right, without said modifications substantially affecting the functionality;
- (iv) Terminate the Agreement, without any right to compensation.

The foregoing provisions constitute an enumeration of the only remedies available to the User and delimit the Supplier's liability in this regard, to the exclusion of any damages to which the User may be entitled.

- 14.6 However, the Supplier will not indemnify the User in any way if the claims made by third parties are caused by:
- (i) Misuse, modification or adaptation of the Platform by the User which is the exclusive cause of the above-mentioned claim;
  - (ii) Failure by the User to implement the Supplier's recommendations and insofar as said failure is the cause of the aforementioned claim;
  - (iii) Use by the User of the Platform in combination with software and/or data not owned and/or licensed by the Supplier and which results in the above claim;
  - (iv) Use, marketing or provision of the Platform for the benefit of a third party, and more generally in breach of the terms of the Agreement;
  - (v) Information or instructions from the User and/or a third party and which are the cause of the aforementioned claim.

## 15. SERVICE LEVELS

### 15.1 Platform availability

- 15.1.1 The Supplier is bound by an obligation of means to ensure the Platform is available in accordance with the availability rate provided for in the SLA.
- 15.1.2 The User acknowledges that the constraints of the Internet do not allow the Supplier to guarantee the security, availability and integrity of data transmissions made through communication systems. The Supplier therefore does not guarantee to the User that the Platform will function without interruption, malfunction or any other error related to Internet constraints. The Supplier shall not be liable if the Platform is unavailable due to Internet malfunctions or any other event beyond its control.
- 15.1.3 The Supplier may temporarily interrupt the Platform's operation to carry out maintenance operations, updates, improvements or make changes to the content of the Platform, including the services. The Supplier undertakes to make every effort to schedule such periods of unavailability outside normal working hours and undertakes, to the extent possible, to inform the User in advance.

15.1.4 The Supplier may temporarily interrupt the Platform's operation, at any time and without notice, in particular for security reasons.

**15.2 Correction of errors**

15.2.1 The Supplier undertakes to maintain the Platform during the term of the Agreement and, in particular, to correct errors in accordance with the SLA.

**15.3 Availability of new features**

15.3.1 The Supplier may make the Platform's new features, which are made generally accessible to all of the Supplier's customers, available to the Users. It is the Customer's responsibility to use the latest, up-to-date version of the Platform.

**15.4 Updating the database**

15.4.1 The User is hereby informed that the Platform pulls its results from more than tens of thousands of medication leaflets using artificial intelligence. The algorithms constantly scan tens of thousands of documents to make their best endeavours to obtain reliable and up-to-date information.

15.4.2 Synapse Medicine is committed to using all necessary means to ensure that information on the use of medicines is up to date and consistent with best practice recommendations and current scientific knowledge. However, the User is hereby informed that Synapse Medicine cannot rule out omissions or the presence of erroneous information on the Platform, particularly due to the complexity and volume of the information to be processed.

**16. SECURITY**

16.1 The Policy describes the details of the security measures the Supplier implements in the Platform.

16.2 The User is solely responsible for the conditions in which they use the Platform and in particular for the security of the usernames and passwords which grant Users access to the Platform.

16.3 The Customer declares and acknowledges that the above-mentioned username and password are strictly personal to each User and undertakes to keep them confidential and not to pass them on to third parties. The User is the only one authorised to access and use the Platforms with their username and password. Any Direct Access and/or Indirect Access to the Platforms with the aforementioned usernames and password shall be deemed to have been done by the Customer, for which they alone shall be responsible.

Therefore, if the username or password is lost, stolen or used fraudulently in any way, the Customer must inform Synapse Medicine without delay and, if necessary, prove their identity by any means necessary. Synapse Medicine will send an e-mail to the User allowing them to update their username and/or password as soon as possible after receiving the above-mentioned notification.

If Synapse Medicine has legitimate reason to believe that the security of the Platforms has been breached and/or that misuse of all or part of the Platforms' features is due to the unauthorised use of a username and password, Synapse Medicine may temporarily suspend Direct Access and/or Indirect Access to preserve the integrity of the Platforms and data and then, if necessary, require the User to change their username and password.

- 16.4 The User undertakes to:
- (i) use their best endeavours to prevent any unauthorised access to the Platform and, in the event that it becomes aware of any such access or use, the User undertakes to inform the Supplier without delay;
  - (ii) not render the Platform accessible to a third party in any capacity whatsoever without the prior authorisation of the Supplier;
  - (iii) not use the Platform in disregard of the rights of third parties in any capacity whatsoever;
  - (iv) not create a fake identity or otherwise attempt to mislead any third party as to the identity, source or origin of any communication;
  - (v) not interfere with, disrupt or attempt to gain unauthorised access to any computer system, server, network or account to which it is not authorised to access or which is at a level beyond its authorisation;
  - (vi) not disseminate or transmit any computer virus or malicious program.
- 16.5 The User shall hold the Supplier harmless in the event that the Supplier's liability is incurred as a result of a breach of the obligations stipulated in this Article.

## 17. CUSTOMER SERVICE

- 17.1 Users may contact the customer service department via the "help" tab on the Platform or by sending an e-mail to [contact@synapse-medicine.com](mailto:contact@synapse-medicine.com). They must provide their name, telephone number, the subject of their request and the number of the order concerned.

## 18. PLATFORM HOSTING

- 18.1 The Supplier shall be responsible for hosting the Platform on its behalf and under its responsibility, as described in Appendix 4.
- 18.2 As such, the Supplier is responsible for storing and securing the data hosted on the Platform, including Patients' personal health data within the meaning of the GDPR which is collected and processed by the Customer.
- 18.3 The Supplier undertakes and guarantees to the Customer to:
- (a) host Patients' personal health data that it processes, including in the name and on behalf of the Customer, on certified and secure servers, in accordance with the provisions of Article L.111-8 of the French Public Health Code;
  - (b) process Patients' personal health data solely in connection with the performance of the hosting service;

(c) ensure the strict confidentiality of Patients' personal health data;

- 18.4 The Customer shall remain solely responsible for informing the Patients that the Supplier hosts their personal health data.
- 18.5 Should the Agreement be terminated under the conditions set forth in Article 6, the Supplier undertakes to return the personal health data to the User and guarantees not to keep any copies of said data, except for intermediate archiving under the conditions provided in the Policy.

## 19. FINANCIAL CONDITIONS

### 19.1 Price

19.1.1 Synapse Medicine offers different packages for the use of the Direct Access Platform:

- (a) Basic offer: the User can, among other things, analyse prescriptions free of charge, search for side effects, access medication information instantly and save prescriptions, with a limit of five prescriptions.
- (b) Premium offer: the User can, among other things, analyse prescriptions, search for side effects, and access medication information instantly. They also have access to premium features like saving an unlimited number of profiles and prescriptions and self-medication analysis.

19.1.2 When the User pays to use the Platform, the details of the prices corresponding to the use of the Platform are given:

- (a) during the online contracting process and in Appendix no. 5 for Direct Access;
- (b) in Appendix no. 5 for Indirect Access.

19.1.3 Synapse Medicine may unilaterally change the price for using the Platform via Direct Access. In this case, the Supplier undertakes to inform the User within a reasonable period of time so they can terminate the Agreement in accordance with Article 6.1, if necessary.

19.1.4 When the customer is a Patient, all amounts displayed online and stated in the Agreement are stated including all taxes.

19.1.5 When the customer is not a Patient, all amounts stated in the Agreement are exclusive of tax. In this case, the Customer must pay any potential taxes, including, but not limited to, value-added tax (VAT), withholding tax, customs duties and other governmental taxes or any other taxes due.

### 19.2 Payment

19.2.1 When the customer is a Patient, they are hereby informed that confirming their order involves the obligation to pay the price indicated. The Customer shall pay invoices by bank cheque or bank transfer, upon receipt of the invoice each month.

The Customer may also opt for a monthly direct debit which will be debited on the sign-up date.

- 19.2.2 In the event of late payment when the Customer is not a Patient, the Supplier may charge default interest equal to three times the legal interest rate, from the date on which the Customer fails to meet the invoice's payment date. The Customer shall also reimburse the Supplier for the costs associated with collecting the amounts due, in accordance with Article D441-5 of the French Commercial Code.

## 20. MISCELLANEOUS

### 20.1 Insurance

20.1.1 The Supplier undertakes to take out an insurance policy and keep it current for the entire term of the Agreement. Said policy shall be with an insurance company known to be solvent and established in France for all the pecuniary consequences of their professional, tort and/or contractual civil liability due to bodily injury, property damage and consequential losses caused to the other Party and any third party within the framework of the performance of this Agreement.

20.1.2 In the event of Indirect Access, the Customer undertakes to take out and maintain an insurance policy under the same conditions stipulated in Article 20.1.1

### 20.2 Transfer

20.2.1 This Agreement may not be transferred in whole or in part, with or without charge, by either Party without the prior written consent of the other Party.

20.2.2 As an exception to Article 20.2.1, Synapse Medicine may assign all or part of the Agreement to a Subsidiary, subject to informing the Customer beforehand within a reasonable time frame.

### 20.3 Subcontracting

20.3.1 The Supplier shall be entitled to subcontract all or part of its services under the Agreement without the prior consent of the User.

20.3.2 If subcontractors are used, Supplier shall remain fully responsible for the performance of its obligations under this Agreement.

### 20.4 Advertising

20.4.1 Notwithstanding Article 12, the Supplier shall be entitled to use the Customer's name and logo as a commercial reference, in particular on its website.

20.4.2 Any other advertising or communication of any kind is subject to the prior written consent of both Parties.

### 20.5 Force majeure

20.5.1 In the event of a force majeure event, both Parties shall not be liable for non-performance of this Agreement.

20.5.2 Should a case of force majeure last more than three (3) months, this Agreement shall automatically terminate unless otherwise agreed by the Parties.

20.5.3 The Parties agree that the cases of force majeure will be those usually retained by French case law.

**20.6 Entire agreement**

20.6.1 This Agreement constitutes the entire agreement between the Parties, whether written or oral, with respect to its object, and supersedes all prior representations, warranties, promises, proposals and/or agreements between the Parties.

**20.7 Independence**

20.7.1 The Parties acknowledge that they are acting on their own behalf as independent parties.

20.7.2 This Agreement does not constitute a partnership, a franchise or a power granted by either Party to the other Party.

20.7.3 Neither Party may make any commitment in the name and on behalf of the other Party.

20.7.4 Each of the Parties remains solely responsible for its actions, allegations, commitments, services, products and personnel.

**20.8 Nullity**

20.8.1 If any clause of the Agreement is, or becomes, unenforceable for any reason, the Parties agree that this shall not affect the remaining clauses of the Agreement, which shall remain in effect. In this case, the Parties shall immediately attempt to replace this clause with another applicable clause so that it best corresponds to the legal and economic content of the Agreement.

**20.9 Survival of clauses**

20.9.1 Clauses declared to survive after the termination of this Agreement, for whatever reason, shall continue to apply until the end of their particular object. This is particularly true of Article 11 (liability), Article 12 (confidentiality) and Article 13 (intellectual property).

**20.10 Non-waiver**

20.10.1 Failure or delay by either Party to enforce any provision of the Agreement shall not be construed as a modification of the Agreement or waiving the right to enforce such provision in the future.

**20.11 Notices**

20.11.1 Any notices to be provided under this Agreement shall be deemed to have been provided if sent by registered letter with acknowledgement of receipt to the addresses corresponding to their registered office or personal address.

**20.12 Headings**

20.12.1 In the event a contradiction between any of the headings in the clauses and any of the clauses cause interpretation difficulties, the headings shall be declared non-existent.



## 20.13 Amendments

20.13.1 In the event of Direct Access, Synapse Medicine reserves the right to amend this Agreement at any time. In this case, the Supplier undertakes to inform the Customer within a reasonable period of time so they can terminate the Agreement in accordance with Article 6.1, if necessary.

20.13.2 In the event of Indirect Access, any amendment to this Agreement shall be the subject of a written amendment signed by both Parties.

## 20.14 Conciliation

20.14.1 In the event of a dispute, the Parties undertake to attempt to conciliate before taking any legal action.

20.14.2 To this end, the requesting Party shall notify the other Party of the elements of the dispute by registered letter with acknowledgement of receipt, setting out the grounds for the dispute.

20.14.3 Upon receipt of this letter, a conciliation phase of thirty (30) calendar days will begin during which the Parties will endeavour to resolve the dispute amicably.

20.14.4 If the Parties have not managed to reach a settlement at the end of this period, either Party may bring the matter before the competent court.

20.14.5 This Article 20.14 does not apply when the Customer is a Patient.

## 20.15 Mediation

20.15.1 Should a dispute relating to this Agreement arise when the customer is a Patient, the Patient has the right, in accordance with Articles L 611-1 *et seq.* of the French Consumer Code, to have recourse to a mediation procedure and to refer the matter to the following mediator: MedicyS, 73 boulevard de Clichy, 75009 Paris Phone: +33 (0)1 49 70 15 93.

## 20.16 Applicable law

20.16.1 This Agreement shall be governed by French law.

20.16.2 This is in both form and substance, notwithstanding the place of performance of the substantial or accessory obligations. Only the French version of this Agreement shall be legally binding in the event of a dispute or interpretation issue.

## 20.17 Jurisdiction

20.17.1 Any dispute that may arise in connection with this Agreement shall be subject to the exclusive jurisdiction of the Commercial Court of Bordeaux (excluding provisions relating to intellectual property which are brought before the Judicial Court of Bordeaux), notwithstanding multiple defendants or the introduction of third parties, even for urgent or protective measures, in summary proceedings or by petition. This Article 20.17 does not apply when the Customer is a Patient.

In two (2) original copies, one (1) copy for each of the Parties.

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For [company name]:	Date: Represented by: In [his/her] capacity as:
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For [company name]: Synapse Medicine	Date: Represented by Dr Clément Goehrs In his capacity as CEO
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## **APPENDIX 1: SERVICE LEVEL AGREEMENT (SLA)**

### **Synapse Medicine Type of service:**

- **The type of service to be provided:**
  - Availability and functionality of Synapse components
  - Availability and functionality of applications
  - Responding to customer requests through APIs

The Customer benefits from all data updates and corrections made to the service.

New versions of the service provided to the Customer will be released for every new feature.

- **Desired level of service performance:**
  - The monthly availability rate of the components and APIs is guaranteed to be 96% (i.e. less than 29 hours of downtime over a 30-day period)

### **How to report problems with the service:**

If you have a problem or cannot access the service:

- Send an e-mail at any time to: support+customer@synapse-medicine.com
- The support team will get back to you within 24 hours by e-mail, or by phone if asked.

The Supplier undertakes to correct any errors which may affect the Platform (hereinafter referred to as: “**Error**”). The Supplier’s support team classifies Errors as follows:

- “**Blocker**”: an error that makes it impossible to use an essential feature of the service normally without a possible workaround;
- “**Major error**”: an error that makes it impossible to use an essential feature for which a workaround can be found;
- “**Minor error**”: an error that is neither a blocker nor major.

As soon as a request is received, the support team undertakes to do their utmost to correct it in accordance with the service levels hereunder:

- Blocker or major error: resolution within 48 working hours
- Minor error: resolution as soon as possible

**APPENDIX 2: SAMPLE WITHDRAWAL FORM**

(This form is exclusively for Patients who wish to withdraw from the Agreement)

Attn: Synapse Medicine 17 place des Martyrs de la Résistance 33000 Bordeaux, France, whose fax number is [•] and e-mail address is [•]

I/We (\*) hereby notify you (\*) of my/our (\*) withdrawal from the Agreement for the following services:

Ordered on (\*)/received on (\*):

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if sending this form as a hard copy):

Date:

(\*) Cross out what is not applicable.

### **APPENDIX 3: SPECIAL CONDITIONS APPLICABLE TO INDIRECT ACCESS**

#### **1. Definitions:**

For the purposes of this Appendix, the following terms shall have the following meanings:

- “**API**” refers to an application programming interface that provides access to the Platform;
- “**Authorised Website(s)**” refers to any website, whether or not owned by a third party, which is exclusively concerned with the field of medicine;
- “**Component**” refers to a graphical interface component that reproduces all or part of the Platform within the Customer's interface.

Any other capitalised term used in this Appendix shall have the meaning defined in the GTCS.

#### **2. Object:**

The object of this Appendix is to set forth the terms and conditions under which the Customer is authorised to integrate the Platform's features on Authorised Websites using Components and APIs provided by Synapse Medicine.

#### **3. Component and API integration:**

Synapse Medicine agrees to provide the Customer with the Components and APIs within three (3) days of the effective date of the Agreement. They will then be integrated into the Authorised Websites.

The Customer shall integrate the Components and APIs into the Authorised Websites.

The Customer guarantees Synapse Medicine that it has all the skills required to provide the Components and APIs access to the Authorised Websites.

Synapse Medicine agrees to replicate the Components and APIs on its servers to back them up and make them available on Authorised Websites after they have been integrated into the Authorised Websites.

#### **4. Component and API acceptance:**

Once the Components and APIs have been fully integrated, the Customer shall have a period of five (5) working days to verify that they function correctly. If the Customer does not express any reservations during this period, the Customer will be deemed to have accepted the Components and APIs.

If the Customer identifies any malfunctions concerning the Components and APIs during the aforementioned period, they may express their reservations in writing and notify the Supplier in writing, providing enough details that help the Supplier to fix them.

The Supplier undertakes to resolve these malfunctions as quickly as possible and at the latest within five (5) working days. Once the Supplier has fixed the malfunctions, the Supplier will notify the Customer, who will again have a period of five (5) working days to check that they are working properly.

#### **5. Component and API security:**

Synapse Medicine is committed to taking all the steps needed to preserve the integrity of the Components and APIs.

If necessary, Synapse Medicine will back up and/or copy data to prevent them from being lost.

Synapse Medicine agrees to implement technical protection measures on the Components and APIs to prevent any unauthorised use.

## **6. Ownership of Components and APIs:**

All the Components and APIs and associated metadata and digital data remain the exclusive property of Synapse Medicine.

## **7. Component and API data:**

The Customer authorises Synapse Medicine to mine and use data to obtain anonymised metrics related to Component and API usage.

## **8. Obligations of the Customer:**

The Customer agrees to:

- designate a specific contact person among its staff who must have all the skills required to manage software configuration;
- promptly send all information requested by Synapse Medicine;
- comply with the grey-label requirements Synapse Medicine imposes and, in particular, to provide Synapse Medicine with a visual preview prior to publication;
- meet Synapse Medicine's minimum interface requirements.

## **9. Obligations of Synapse Medicine:**

Synapse Medicine agrees to:

- assign competent and properly trained members of staff to the performance of the Agreement;
- request any information necessary for the proper performance of the Agreement from the Customer;
- make all recommendations necessary for the proper performance of the Agreement.

## **10. Intellectual property:**

Synapse Medicine grants to the Customer a non-exclusive, non-transferable licence for the Components and APIs provided under the Agreement for the term of the Agreement on a worldwide basis in lieu thereof.

This licence includes:

- the right to use, represent and reproduce the Components and APIs in order to market them to third parties under a grey label;
- the right to sublicense the Components and APIs in order to market them to third parties under a grey label;
- the right to represent and reproduce the Synapse Medicine logos that may be integrated into the Components or APIs, in order to market them to third parties under a grey label. These logos are listed in Article 11 of this Appendix.

Any other use of Synapse Medicine's names, logos or trademarks by the Customer is subject to prior authorisation by Synapse Medicine.

## **11. Logos:**

**synapse**<sup>MED</sup>  
**synapse**<sup>MED</sup>

Long version



Short version

**12. Service level agreement:**

The Supplier undertakes to provide the service levels set out in Appendix 1.

**13. Marketing of Components:**

If applicable, the Customer is authorised to market the Components to third parties under a grey label during the term of the Agreement, worldwide, in lieu thereof.

The Customer is responsible for featuring Synapse Medicine on the Authorised Websites. The Customer must obtain Synapse Medicine's authorisation before using any visual or descriptive elements, including Synapse Medicine's content, on the Authorised Websites.

**14. Financial conditions:**

The financial conditions are detailed in Appendix 5.

**15. Termination:**

If the Agreement is terminated in accordance with Article 6 of the GTCS, the Customer agrees not to sublicense the Components and APIs to new customers during the entire notice period and Synapse Medicine agrees to maintain access to the Platform for the Customer's existing customers under the terms of the Agreement, until the end of the notice period.

## **APPENDIX 4: FINANCIAL CONDITIONS**

### **1. Direct Access:**

There is a free version (basic offer) and a premium version for healthcare professionals and the general public.

The premium package for doctors is 19 euros ex-tax per month.

The premium package for pharmacists is 59 euros ex-tax per month. The premium package for the general public is 5.90 euros ex-tax per month. **2.**

### **Indirect Access:**

On quotation