# FETOLY Free Trial Terms and Conditions

*v.1.2*

*February 19th 2026*

## 1. Definitions

1.1 **"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party, where "control" means the power to direct management or policies through ownership, voting rights, or contract.

1.2 **"Agreement"** means (i) the Free Trial Order Form (or equivalent online order/checkout flow) accepted by Client, (ii) these Free Trial Terms and Conditions ("Terms"), (iii) any appendices or exhibits expressly referenced herein (including any Hardware Return Addendum, if applicable), and (iv) any Documentation (as defined below) made available by Diagnoly for the proper and safe use of the Device, as updated from time to time. In the event of conflict, the order of precedence is set out in Clause 2.

1.3 **"Applicable Law(s)"** means all laws, regulations, and binding guidance applicable to a Party in connection with the Agreement, including, as applicable: (a) EU and Member State laws implementing and/or supplementing Regulation (EU) 2017/745 on medical devices ("MDR"), (b) U.S. federal and state laws applicable to medical devices and healthcare (including FDA requirements), (c) data protection and privacy laws such as the GDPR (Regulation (EU) 2016/679) and, where applicable to Client, HIPAA and its implementing regulations, (d) cybersecurity and information security obligations applicable to the Parties, and (e) export control, sanctions, and anti-bribery laws.

1.4 **"Authorized Users"** means Client's employees and/or contractors who are: (a) authorized by Client to access and use the Device under the Agreement; (b) qualified healthcare professionals (or trainees under direct supervision, where permitted by Applicable Laws and local policy) with training/authorization to perform or interpret fetal ultrasound examinations; and (c) acting within the scope of their professional license and Client policies. The Device is intended for use as a concurrent reading aid during the acquisition and interpretation of fetal ultrasound images, as described in the cleared/marked intended use.

1.5 **"Client"** means the legal entity accepting the Agreement (also referred to as "you" or "your").

1.6 **"Client Systems"** means Client's ultrasound equipment, display chain, connectivity (including HDMI capture where applicable), networks, servers (including any PACS/DICOM environment if used), endpoints, and IT environment used in connection with the Device.

1.7 **"Confidential Information"** means any non-public information disclosed by a Party to the other Party (whether in writing, orally, visually, electronically, or by inspection) that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and circumstances of disclosure, including business, technical, product, pricing, security, and know-how information. Confidential Information does not include information that the receiving Party can demonstrate: (a) is or becomes publicly available without breach; (b) was lawfully known by the receiving Party before receipt; (c) is independently developed without use of the disclosing Party's Confidential Information; or (d) is lawfully received from a third party without restriction.

1.8 **"Device"** means the Diagnoly medical device software product branded as **FETOLY**, including any associated local application, embedded models, algorithms, user interface, and features enabled during the Trial, and any Diagnoly-provided equipment or accessories strictly to the extent provided for Trial use (collectively, the "Device"). For clarity, FETOLY is cleared in the U.S. as a Class II device under 21 CFR 892.1550 (and related classifications described in the FDA documentation).

1.9 **"Documentation"** means the then-current user instructions, technical prerequisites, installation guides, labeling elements, safety information, and other documentation that Diagnoly makes available for the safe and secure use of the Device, including any updates communicated during the Trial.

1.10 **"Evaluation Purpose"** means Client's internal evaluation of the Device during the Trial to determine suitability for potential future commercial deployment, limited strictly to the Intended Use and Permitted Use set out in the Agreement.

1.11 **"Fees"** means amounts payable under the Agreement, if any, including (without limitation) charges for unreturned Hardware, damaged Hardware beyond normal wear and tear, late return fees, shipping fees (if allocated to Client), taxes, and other amounts expressly described in the Order Form or these Terms. For avoidance of doubt, the Trial license fee may be zero.

1.12 **"Hardware"** means any third-party or Diagnoly-provided physical equipment loaned or provided to Client for the Trial (e.g., a computing device on which the software is installed or a device used to connect the software to an ultrasound system). Where no physical equipment is provided, references to Hardware are inapplicable.

1.13 **"Incident"** means any adverse event, malfunction, deterioration, performance issue, suspected cybersecurity event, or other occurrence that (a) caused or could have caused harm, or (b) implicates medical device vigilance / reporting obligations, or (c) materially affects safety, availability, integrity, or confidentiality of the Device or related systems.

1.14 **"Input Data"** means data provided by Authorized Users or Client Systems to the Device during use, including ultrasound image sequences and any metadata transmitted to the Device.

1.15 **"Intellectual Property Rights"** means all intellectual and industrial property rights worldwide, including patents, copyrights, database rights, trade secrets, know-how, trademarks, service marks, trade names, design rights, and all applications and renewals thereof.

1.16 **"Intended Use" / "Indications for Use"** means the medical intended use of the Device as cleared/authorized in the relevant jurisdiction(s). For the U.S., the FDA-cleared indication for use for FETOLY includes analyzing fetal ultrasound image sequences using machine learning techniques to automatically detect fetal brain and heart views and quality criteria, detect images suitable for measuring biometric parameters, and provide quantitative measurements, as a concurrent reading aid during acquisition and interpretation, for routine fetal heart and brain examination of 2nd and 3rd trimester pregnancy (gestational age 17 to 40 weeks).

1.17 **"Order Form"** means the online Free Trial Order Form (or equivalent executed document/flow) that identifies Client, the Trial start date (or activation mechanism), Trial duration, any Hardware shipment/return terms, and any special terms.

1.18 **"Output Data"** means data generated and displayed by the Device (including any measurements, detections, labels, overlays, screenshots, or reports) resulting from processing Input Data.

1.19 **"Permitted Use"** means use of the Device by Authorized Users solely for the Intended Use within the Territory and under Client's professional and clinical governance, and otherwise in accordance with the Agreement and Documentation.

1.20 **"Personal Data"** has the meaning given under GDPR (where applicable) and includes any information relating to an identified or identifiable natural person.

1.21 **"PCCP" (Predetermined Change Control Plan)** means the change control plan for machine learning-enabled modifications that may be cleared as part of the U.S. submission and govern certain updates, as referenced in the FDA clearance materials.

1.22 **"Party"** means Diagnoly and Client, each a "Party," and together the "Parties."

1.23 **"Territory"** means the country(ies) where Client will use the Device during the Trial, as specified in the Order Form. Where the Order Form does not specify, Territory is limited to the country in which the accepting legal entity is established and where the Device will be physically used.

1.24 **"Trial" or "Trial Period"** means the limited evaluation period (typically one (1) month) commencing on the activation date (or delivery/installation date if specified) and ending on the earlier of (a) the Trial end date specified in the Order Form, (b) deactivation/termination under the Agreement, or (c) return of all loaned Hardware, if applicable.

1.25 **Interpretation.** Headings are for convenience only and do not affect interpretation. The words "including," "in particular," and similar terms mean "including without limitation." Singular includes plural and vice versa. If a term is defined in the Order Form and not defined here, that definition controls for the Order Form context.

# 2. ACCEPTANCE, ORDER OF PRECEDENCE and ELECTRONIC SIGNATURE

## Binding Agreement.

This Agreement becomes legally binding upon the earlier of:
(a) Client's electronic acceptance of the Free Trial Order Form (including by clicking "I accept," "Start Free Trial," or similar mechanism);
(b) execution of a written Order Form referencing these Terms; or
(c) installation, activation, access to, or use of the Device by Client or any Authorized User.

By accepting or using the Device, Client represents and warrants that:
(i) it is a duly organized legal entity acting through an authorized representative;
(ii) the individual accepting this Agreement has full legal authority to bind Client; and
(iii) Client agrees to comply with this Agreement and all Applicable Laws.

## Electronic Signature and Records.

The Parties agree that electronic signatures, electronic acceptance mechanisms, and electronic records shall have the same legal effect as handwritten signatures under applicable electronic signature laws, including, as applicable:

- Regulation (EU) No 910/2014 (eIDAS) in the European Union; and
- The U.S. Electronic Signatures in Global and National Commerce Act (E-SIGN Act) and applicable state Uniform Electronic Transactions Acts (UETA).

Electronic copies of this Agreement, the Order Form, and related notices shall be deemed originals for evidentiary purposes.

### Order of Precedence.

In the event of any conflict or inconsistency between the components of the Agreement, the following order of precedence shall apply (highest to lowest):
(a) the executed or electronically accepted Order Form;
(b) any expressly referenced addendum or exhibit (including any Hardware Return Addendum or Data Processing Addendum, if applicable);
(c) these Free Trial Terms and Conditions;
(d) the Documentation.

For clarity, any general purchasing terms, vendor onboarding terms, hospital standard terms, or other pre-printed or electronic terms provided by Client (including in purchase orders, vendor portals, or procurement systems) shall have no legal effect unless expressly agreed in writing by an authorized representative of Diagnoly.

### Free Trial Nature; No Purchase Commitment.

The Trial is provided strictly for evaluation purposes and does not constitute a sale of goods or transfer of ownership of the Device. No purchase commitment arises from acceptance of this Agreement. Any future commercial license, subscription, or sale shall require a separate written agreement executed by both Parties.

### Territorial Acceptance.

Client acknowledges that the Device is made available only in jurisdictions where it is lawfully placed on the market and authorized for its Intended Use. By accepting this Agreement, Client confirms that:
(a) it will use the Device only within the Territory specified in the Order Form; and
(b) such use complies with Applicable Laws in that Territory, including applicable medical device regulatory frameworks (e.g., EU MDR or U.S. FDA requirements).

### Modification of Terms During Trial.

Diagnoly may update these Terms during the Trial to reflect regulatory, legal, safety, or technical changes, provided that such updates do not materially reduce Client's Trial rights. Updated Terms shall be made available electronically and shall become effective upon notice. Continued use of the Device after such notice constitutes acceptance of the updated Terms.

### Severability of Invalid Acceptance Provisions.

If any provision relating to acceptance or enforceability of electronic agreements is held invalid under Applicable Law in a specific jurisdiction, the remaining provisions shall remain in full force and effect, and the Parties shall interpret this Clause 2 to give maximum effect to their original intent.

## 3. TRIAL SCOPE, ELIGIBILITY and TERRITORY

### Purpose of the Trial.

The Device is made available to Client strictly for the **Evaluation Purpose**, namely, to permit Client to assess the suitability, usability, and integration of the Device within its clinical workflow for potential future commercial engagement. The Trial is not a commercial sale, lease, or subscription and confers

no ownership rights in the Device or any associated Hardware. The Trial constitutes a defined evaluation project between the Parties limited strictly to the scope described in this Agreement.

## Limited Scope of Rights.

During the Trial Period, Client may access and use the Device solely:
(a) for the Intended Use;
(b) within the Permitted Use;
(c) within the Territory; and
(d) in compliance with Applicable Laws and this Agreement.

Any use outside this limited scope is strictly prohibited.

## Eligibility Requirements.

Client represents and warrants that:

(a) It is a duly licensed healthcare institution, medical practice, or healthcare professional entity legally authorized to perform fetal ultrasound examinations within the Territory;

(b) All Authorized Users are appropriately trained and qualified healthcare professionals specializing in prenatal ultrasound imaging, or supervised trainees acting within institutional policy and Applicable Laws;

(c) The Device will be used only in the context of routine fetal heart and brain examinations of 2nd and 3rd trimester pregnancies (gestational age 17 to 40 weeks), consistent with the cleared and/or CE-marked Intended Use.

Diagnoly reserves the right to refuse or revoke Trial access if Client does not meet these eligibility requirements.

## Jurisdiction-Specific Regulatory Framework.

**(A) For use within the United States:**

(i) The Device is cleared by the U.S. Food and Drug Administration (FDA) as a Class II medical device under applicable regulations, including 21 CFR 892.1550 and related classifications, pursuant to 510(k) clearance.

(ii) The Device is intended for use as a concurrent reading aid during acquisition and interpretation of fetal ultrasound images and must be used only in accordance with its FDA-cleared Indications for Use.

(iii) Client acknowledges that U.S. federal and state laws governing medical devices, professional practice, and patient privacy apply to its use of the Device.

**(B) For use within the European Union:**

(i) The Device is CE-marked under Regulation (EU) 2017/745 on medical devices (MDR) and must be used strictly in accordance with its intended purpose as described in its EU labeling and instructions for use;

(ii) Client is responsible for ensuring compliance with national implementing laws, professional regulations, and institutional policies governing medical device use;

(iii) Client shall cooperate with Diagnoly in fulfilling any post-market surveillance, vigilance, or field safety corrective action obligations under the MDR.

### Territory Restriction.

Client shall use the Device solely within the Territory specified in the Order Form. Use outside the Territory is strictly prohibited unless expressly authorized in writing by Diagnoly and permitted under Applicable Laws.

Client shall not export, re-export, transfer, or make the Device available (directly or indirectly) to any country, person, or entity in violation of export control laws, sanctions regulations, or trade restrictions of the European Union, United States, or any other applicable jurisdiction.

### No Research or Investigational Use Unless Authorized.

Unless expressly agreed in writing by Diagnoly and subject to applicable regulatory approvals, the Device shall not be used:

(a) for clinical research, investigational studies, or publication-generating studies;
(b) for algorithm training, dataset creation, or validation studies beyond normal clinical use;
(c) for benchmarking against competitor products for commercial dissemination; or
(d) in any manner inconsistent with its regulatory authorization.

### Evaluation-Only Nature.

The Trial is intended to allow Client to evaluate workflow integration, usability, and clinical support functionality. The Trial does not:

(a) grant any right to continued use beyond the Trial Period;
(b) obligate Diagnoly to enter into a commercial agreement;
(c) create exclusivity or preferential pricing rights; or
(d) transfer any intellectual property rights.

### Right to Monitor Compliance.

During the Trial Period, Diagnoly may reasonably monitor Device activation status, software version status, and system integrity indicators for purposes of ensuring regulatory compliance, cybersecurity, and enforcement of Trial limitations. Such monitoring shall not involve routine access to identifiable patient data unless separately agreed and legally permitted.

### Immediate Suspension Rights.

Diagnoly may suspend or terminate Trial access immediately upon written notice if:

(a) Client breaches eligibility requirements;
(b) Device use poses a regulatory, safety, cybersecurity, or legal risk;
(c) Client uses the Device outside its Intended Use; or
(d) continued Trial availability would place Diagnoly in violation of Applicable Laws.

## 4. DEVICE DESCRIPTION, INTENDED USE, PERMITTED USE and USER QUALIFICATIONS

### Device Description.

The Device is a software-based medical device branded as **FETOLY**, designed to analyze fetal ultrasound image sequences using machine learning techniques in order to:

(a) automatically detect fetal brain and heart views and quality criteria within those views;
(b) detect images suitable for measuring biometric parameters of the fetal heart and brain; and
(c) provide quantitative measurements of such parameters,

as further described in its regulatory documentation and labeling.

The Device operates as local software installed on compatible hardware and connected to an ultrasound system, typically via HDMI or equivalent capture method, and processes ultrasound image streams in real time.

## Regulatory Intended Use.

**(A) United States**

In the United States, the Device is cleared by the FDA as a Class II medical device and is intended:

- to analyze fetal ultrasound image sequences using machine learning techniques to automatically detect fetal brain and heart views and quality criteria;
- to detect images suitable for biometric measurements and provide quantitative measurements;
- for use as a concurrent reading aid during acquisition and interpretation of fetal ultrasound images;
- during routine fetal heart and brain examinations of the 2nd and 3rd trimester (gestational age 17–40 weeks).

The Device must be used strictly in accordance with this FDA-cleared Intended Use.

**(B) European Union**

Within the European Union, the Device is CE-marked under Regulation (EU) 2017/745 (MDR) and is intended for use consistent with its EU Declaration of Conformity, instructions for use, and labeling. The Intended Use corresponds to routine fetal heart and brain ultrasound examinations during the 2nd and 3rd trimester of pregnancy.

## Permitted Use.

Client may use the Device during the Trial solely:

(a) in connection with routine fetal ultrasound examinations within the gestational age range specified in the Intended Use;
(b) by Authorized Users;
(c) within the Territory;
(d) for legitimate clinical purposes consistent with professional standards of care; and
(e) in accordance with the Documentation and this Agreement.

## Use as Concurrent Reading Aid Only.

Client acknowledges and agrees that:

(a) The Device functions as a **concurrent reading aid** and does not replace clinical judgment, diagnostic decision-making, or professional interpretation;
(b) Final responsibility for image acquisition, interpretation, diagnosis, and clinical decisions rests solely with the qualified healthcare professional;

(c) The Device does not independently diagnose fetal conditions and does not substitute for comprehensive ultrasound examination in accordance with applicable clinical guidelines.

## No Use Outside Cleared/Marked Scope.

Client shall not use the Device:

(a) outside the gestational age range of 17 to 40 weeks;
(b) for first-trimester screening;
(c) for non-obstetric imaging;
(d) for therapeutic decision automation;
(e) as a standalone diagnostic system;
(f) in veterinary applications; or
(g) in any manner inconsistent with regulatory authorization in the applicable jurisdiction.

## User Qualifications and Professional Responsibility.

Client represents and warrants that:

(a) Only qualified healthcare professionals specializing in prenatal ultrasound imaging shall use the Device;
(b) Authorized Users shall have received adequate training in fetal ultrasound acquisition and interpretation;
(c) Client shall ensure that its users understand the Device's functionality, limitations, and proper use;
(d) Client shall maintain appropriate internal clinical governance and supervision policies.

Diagnoly does not provide medical training through the Trial and assumes no responsibility for user competency.

## User Override Capability.

Client acknowledges that the Device allows user interaction and override of software outputs. Authorized Users must review all outputs and may edit, reject, or override the Device's detections and measurements at any time during or after examination.

Failure to review or override automated outputs where clinically appropriate constitutes misuse of the Device.

## Performance Characteristics and Limitations.

The Device's performance characteristics, including detection sensitivity and specificity metrics, were validated under controlled performance testing conditions described in regulatory documentation.

Client acknowledges that:

(a) Real-world performance may vary depending on image quality, operator technique, ultrasound system configuration, patient characteristics, and other clinical variables;
(b) The Device may not detect all views or quality criteria in every case;
(c) Measurements may be subject to normal clinical variability and limits of agreement.

## Clinical Documentation and Reporting.

The Device may allow export of reports or images illustrating measurements or completeness status. Client remains solely responsible for:

(a) verifying accuracy prior to inclusion in medical records;
(b) compliance with medical record-keeping laws;
(c) appropriate documentation within the patient file; and
(d) ensuring that automated illustrations are not relied upon without professional validation.

### Prohibited Modifications.

Client shall not:

(a) modify the Device's software or algorithms;
(b) attempt to retrain, alter, or extract the underlying machine learning models;
(c) integrate the Device into unauthorized systems;
(d) remove or obscure regulatory labeling, warnings, or safety notices.

### No Continuous Learning in Field.

The Device does not implement autonomous self-learning in the clinical field. Any algorithmic updates are governed by controlled change management processes (including any applicable Predetermined Change Control Plan (PCCP) in the U.S.).

Client shall not attempt to cause adaptive behavior or model modification outside authorized updates.

## 5. REGULATORY STATUS, LABELING, SAFETY NOTICES and VIGILANCE

### Regulatory Status.

Client acknowledges that the Device is:

- CE-marked under Regulation (EU) 2017/745 (MDR) within the European Union; and
- Cleared in the United States under FDA 510(k) (K251368) as a Class II device under applicable regulations.

The Device must be used strictly in accordance with its cleared/marked Intended Use and labeling.

### Compliance With Labeling and Instructions for Use.

Client shall ensure that all Authorized Users comply with:

(a) the Device's instructions for use (IFU);
(b) safety warnings and limitations;
(c) technical requirements and compatibility guidance; and
(d) all labeling requirements applicable in the Territory.

Client shall not alter, remove, obscure, or misrepresent any regulatory labeling, warnings, symbols, or safety information associated with the Device.

### No Misbranding or Off-Label Promotion.

Client shall not represent the Device as having indications, certifications, approvals, or performance claims beyond those expressly authorized in its regulatory documentation.

Client shall not make promotional or dis-promotional claims regarding the Device without prior written approval from Diagnoly.

### Safety Notices and Field Actions.

Diagnoly may issue safety communications, software patches, updates, or field corrective actions where required under Applicable Laws. Client agrees to:

(a) promptly implement required safety updates;
(b) cooperate in any field safety corrective action;
(c) provide reasonable assistance in traceability and communication obligations where required by law.

### Adverse Event and Incident Reporting.

Client shall notify Diagnoly without undue delay (and in any event within five (5) business days) of becoming aware of:

(a) any adverse event, serious incident, malfunction, or suspected device-related harm;
(b) any cybersecurity incident affecting the Device;
(c) any regulatory inquiry or investigation relating to the Device.

Such reporting does not replace Client's independent obligations under Applicable Laws to report adverse events to competent authorities (e.g., FDA Medical Device Reporting (MDR) or EU vigilance requirements).

### Post-Market Surveillance Cooperation.

Client agrees to reasonably cooperate with Diagnoly in fulfilling post-market surveillance, vigilance, and regulatory compliance obligations under EU MDR and U.S. FDA regulations, including providing de-identified information where legally permitted.

## 6. TRIAL TERM, ACTIVATION, DEACTIVATION and SUSPENSION

### Trial Period.

The Trial shall commence on the activation date specified in the Order Form (or, if not specified, the date of first installation or access) and shall continue for one (1) calendar month unless otherwise stated in the Order Form.

### Automatic Expiration.

The Trial shall automatically expire at the end of the Trial Period without the need for notice. Upon expiration:

(a) Client's license rights terminate immediately;
(b) Device access may be automatically disabled;
(c) Client shall cease all use of the Device.

### Early Termination by Client.

Client may terminate the Trial at any time by providing written notice to Diagnoly and discontinuing use of the Device.

### Termination or Suspension by Diagnoly.

Diagnoly may suspend or terminate Trial access immediately if:

(a) Client breaches this Agreement;
(b) continued use presents regulatory, safety, or cybersecurity risk;
(c) Client uses the Device outside its Intended Use;
(d) required regulatory status changes.

### Effect of Termination.

Upon termination or expiration:

(a) Client shall uninstall or delete any local software components where applicable;
(b) Client shall return all Hardware in accordance with Clause 8;
(c) Confidential Information obligations survive.

### No Obligation to Convert.

Expiration of the Trial does not create any obligation for either Party to enter into a commercial agreement.

## 7. PROVISIONED HARDWARE, DELIVERY, TITLE and RISK OF LOSS

### Loan of Hardware (If Applicable).

If Diagnoly provides Hardware for Trial purposes, such Hardware is provided strictly on a temporary loan basis.

### Title.

Title to the Hardware remains exclusively with Diagnoly (or its licensors). No ownership rights transfer to Client.

### Risk of Loss.

Risk of loss transfers to Client upon delivery to Client's premises and remains with Client until Hardware is returned and received by Diagnoly.

### Delivery.

Delivery timelines are estimates only. Diagnoly is not liable for minor delays unless caused by gross negligence or willful misconduct.

### Use of Hardware.

Hardware shall be used solely in connection with the Device during the Trial and shall not be repurposed or modified.

### Exclusive Remedy for Non-Conforming Hardware.

If Hardware provided during the Trial is materially non-conforming and prevents proper operation, Diagnoly may, at its sole discretion and within a commercially reasonable time following notice:

(a) repair the Hardware; or
(b) replace the Hardware with functionally equivalent equipment.

The foregoing constitutes Client's sole and exclusive remedy with respect to any non-conforming Hardware provided during the Trial.

# 8. HARDWARE CARE, RETURN and FEES

## Care and Maintenance.

Client shall:

(a) exercise reasonable care;
(b) maintain Hardware in good working condition (ordinary wear and tear excepted);
(c) prevent unauthorized access.

## Return Obligation.

Within ten (10) calendar days following Trial expiration or termination, Client shall return Hardware using packaging instructions provided by Diagnoly.

## Inspection.

Diagnoly may inspect returned Hardware and notify Client of any damage beyond normal wear and tear.

## Charges for Non-Return or Damage.

If Hardware is not returned or is materially damaged (excluding normal wear), Client shall pay the replacement value specified in the Order Form or, if not specified:

- 1,470 USD for American users

- 1,250€ for non-American users

## Shipping Costs.

Unless otherwise specified in the Order Form:

(a) Diagnoly shall bear the reasonable costs of outbound shipment of Hardware to Client;
(b) Diagnoly shall bear standard return shipping costs if Client complies with return instructions;
(c) Client shall bear shipping costs arising from late return, improper packaging, expedited shipment requests, or return from unauthorized locations.

# 9. LICENSE GRANT (TRIAL); ACCESS CREDENTIALS

## Limited Trial License.

Subject to this Agreement, Diagnoly grants Client a non-exclusive, non-transferable, non-sublicensable, revocable license during the Trial Period to use the Device solely for the Evaluation Purpose and Permitted Use.

## No Ownership Transfer.

The Device is licensed, not sold. All Intellectual Property Rights remain with Diagnoly or its licensors.

## Access Credentials.

Client is responsible for safeguarding access credentials and preventing unauthorized use.

### No Sublicensing or Transfer.

Client shall not sublicense, assign, distribute, or otherwise transfer access rights.

## 10. USE RESTRICTIONS, PROHIBITED CONDUCT and REGULATORY INTEGRITY

### Strict Compliance.

Client shall use the Device solely in accordance with this Agreement, the Documentation, the Intended Use and Permitted Use, and all Applicable Laws. Any use outside the expressly permitted scope constitutes a material breach of this Agreement.

### Prohibition on Reverse Engineering and Model Extraction.

Client shall not, and shall not permit any third party to, reverse engineer, decompile, disassemble, decrypt, or otherwise attempt to derive the source code, object code, model architecture, model parameters, training datasets, feature weights, decision logic, or internal structure of the Device. Client shall not attempt to reconstruct, approximate, replicate, infer, or analyze the underlying machine learning models or their behavior through systematic querying, output harvesting, adversarial testing, membership inference, prompt manipulation, or any other technique designed to extract proprietary information from model responses. Any attempt to derive the internal functioning of the Device through technical, analytical, or statistical means is strictly prohibited.

### Prohibition on AI Training and Dataset Generation.

Client shall not use the Device, its outputs, measurements, overlays, annotations, reports, or any derivative thereof for the purpose of training, fine-tuning, validating, benchmarking, or improving any artificial intelligence, machine learning, statistical, or algorithmic system. Client shall not use the Device to generate labeled datasets, structured outputs, bounding boxes, biometric measurements, or curated ultrasound datasets for research, commercial, academic, or competitive development purposes. Client further agrees that Output Data shall not be incorporated into any dataset intended for algorithmic development, including systems intended for internal use. This restriction survives termination of the Agreement.

### Prohibition on Competitive and Benchmarking Use.

Client shall not use the Device for competitive analysis, product comparison, or feature replication. Client shall not conduct benchmarking, performance testing, or comparative studies for publication, marketing, regulatory submission, investor disclosure, or internal competitive intelligence purposes without the prior written consent of Diagnoly. Client shall not publish, disclose, or communicate performance results, including sensitivity, specificity, accuracy, limits of agreement, or other clinical performance indicators, whether derived independently or otherwise.

### Restriction to Regulatory Intended Use.

Client shall not use the Device outside its cleared and/or CE-marked Intended Use. Without limitation, the Device shall not be used for first-trimester screening, non-obstetric imaging, therapeutic automation, autonomous diagnostic decision-making, investigational clinical research without written authorization, or in any jurisdiction where the Device is not lawfully authorized. Client acknowledges that in the United States the Device is cleared under FDA 510(k) (K251368) as a Class II device and

must be used strictly within its cleared indications for use. Any off-label or unauthorized use is solely the responsibility of Client.

## Prohibition on Modification and Regulatory Interference.

Client shall not modify, adapt, translate, alter, configure, or interfere with the Device in any manner that could affect safety, performance, cybersecurity integrity, or regulatory compliance. Client shall not disable updates, interfere with version control, alter configuration parameters affecting clinical output, or remove or obscure regulatory labeling, warnings, unique device identifiers, or traceability elements. Client shall not integrate the Device into systems or workflows in a manner inconsistent with the Documentation.

## Cybersecurity and Technical Integrity.

Client shall not attempt to bypass, disable, defeat, or circumvent technical protection measures, encryption mechanisms, authentication controls, or security safeguards. Client shall not perform penetration testing, vulnerability scanning, stress testing, denial-of-service testing, or other security probing activities without Diagnoly's prior written authorization. Any attempt to access restricted system components, hidden interfaces, or internal logs constitutes material breach.

## Restriction on Commercial Exploitation During Trial.

During the Trial Period, Client shall not resell, sublicense, lease, distribute, make available, or otherwise provide access to the Device to third parties. Client shall not charge patients or third parties specifically for the use of the Device as a distinct billable service unless permitted under Applicable Laws and approved in writing by Diagnoly.

## Institutional Safeguards.

Client shall implement reasonable administrative, technical, and physical safeguards to restrict access to Authorized Users only. Client shall maintain internal controls sufficient to prevent unauthorized copying, screen capture harvesting, credential sharing, or misuse. Client shall immediately disable access for any individual who ceases to qualify as an Authorized User.

## Regulatory Risk Allocation.

Client acknowledges that unauthorized modification or misuse of the Device may compromise its regulatory status under EU MDR and/or U.S. FDA regulations. Client assumes sole responsibility for any regulatory violations, penalties, enforcement actions, or liabilities arising from use of the Device outside the scope of this Agreement.

## Immediate Suspension and Equitable Relief.

Diagnoly may immediately suspend or terminate access to the Device without prior notice if it reasonably believes that Client has engaged in conduct prohibited under this Clause 10 or if continued use poses regulatory, safety, cybersecurity, or intellectual property risk. Client acknowledges that any breach of this Clause 10 would cause irreparable harm to Diagnoly for which monetary damages would be inadequate, and Diagnoly shall be entitled to seek injunctive relief, specific performance, or other equitable remedies in addition to any other remedies available at law.

### Survival.

All restrictions contained in this Clause relating to intellectual property protection, reverse engineering, model extraction, competitive use, dataset generation, and regulatory integrity shall survive termination or expiration of this Agreement.

## 11. TECHNICAL REQUIREMENTS, INSTALLATION, COMPATIBILITY and UPDATES

### Client Technical Environment Responsibility.

Client acknowledges that proper functioning of the Device depends on the technical environment in which it is installed and operated. Client shall ensure that its ultrasound systems, capture interfaces, display infrastructure, network environment, electrical supply, cybersecurity safeguards, and related IT systems meet the technical specifications communicated in the Documentation. Diagnoly shall not be responsible for degraded performance, interruption, or malfunction caused by Client Systems that fail to meet required specifications or that are altered without authorization.

### Installation and Configuration.

Installation of the Device may be performed remotely, on-site, or by guided configuration as agreed between the Parties. Client shall provide reasonable cooperation and access necessary for installation, including appropriate IT permissions and infrastructure readiness. Client is solely responsible for ensuring that installation within its clinical environment complies with internal IT governance policies and Applicable Laws.

### Compatibility.

The Device is designed to operate with compatible ultrasound systems, including but not limited to certain systems from GE Healthcare, Samsung, and Canon, as validated during performance testing. Client acknowledges that compatibility does not guarantee performance equivalence across all hardware configurations. Variations in image quality, firmware versions, resolution scaling, signal routing, or configuration settings may affect performance.

### No Interoperability Warranty.

Diagnoly does not warrant that the Device will interoperate with systems not expressly identified as compatible in the Documentation. Client assumes responsibility for integration into its workflow and shall not modify ultrasound equipment or signal chains in a manner that could affect regulatory compliance.

### Software Updates and Modifications.

During the Trial Period, Diagnoly may deploy updates, patches, security corrections, performance improvements, or regulatory compliance modifications. Client shall not interfere with or disable update mechanisms. Where applicable in the United States, certain algorithm modifications may be governed by a Predetermined Change Control Plan (PCCP) cleared as part of the regulatory submission. Client acknowledges that updates may alter performance characteristics, user interface elements, or feature availability.

### No Continuous Learning in Field.

The Device does not autonomously learn from clinical use in the field. Any algorithmic updates are centrally controlled and validated prior to deployment. Client shall not attempt to induce adaptive learning or modification of model parameters.

### Trial Feature Limitations.

Certain features available in a commercial version of the Device may be disabled or restricted during the Trial. Diagnoly makes no representation that Trial functionality reflects final commercial configuration.

## 12. SUPPORT DURING TRIAL, MAINTENANCE and CHANGE MANAGEMENT

### Scope of Support.

During the Trial Period, Diagnoly shall provide reasonable remote support for installation assistance, basic troubleshooting, and clarification of Documentation. Support during the Trial is provided on a commercially reasonable efforts basis and does not constitute a service-level agreement.

### No Guaranteed Availability.

The Device is provided for evaluation purposes and may be subject to downtime, maintenance windows, performance adjustments, or feature modifications. Diagnoly does not guarantee uninterrupted availability during the Trial.

### Security and Maintenance Actions.

Diagnoly may perform maintenance, security patches, or urgent updates without prior notice if required to address safety, cybersecurity, or regulatory concerns. Client shall cooperate in implementing such actions.

### Regulatory-Driven Changes.

Client acknowledges that medical device regulatory requirements may necessitate modifications to labeling, warnings, functionality, or technical architecture. Diagnoly may implement such changes at its discretion to maintain compliance with EU MDR, FDA regulations, or other Applicable Laws.

### No Custom Development Obligation.

The Trial does not obligate Diagnoly to develop custom features, integrations, or modifications requested by Client. Any feature requests may be evaluated at Diagnoly's sole discretion.

### Feedback During Trial.

Client may provide feedback regarding usability or performance. Provision of feedback does not create any obligation for Diagnoly to implement changes.

## 13. DATA OWNERSHIP, LOCAL PROCESSING and USE OF DATA

### Input Data Ownership.

As between the Parties, Client retains ownership of Input Data, including ultrasound image sequences and associated patient information entered into or processed by the Device.

### Output Data Ownership.

Output Data generated by the Device as part of clinical workflow belongs to Client to the extent it forms part of the patient medical record. However, Client acknowledges that the structure, format, algorithms, overlays, annotations, and measurement methodologies underlying Output Data remain the exclusive intellectual property of Diagnoly.

### Local Processing.

The Device operates as local software processing ultrasound image streams within Client's environment. Diagnoly does not routinely receive identifiable patient data unless separately agreed in writing.

### Optional Data Sharing.

If Client voluntarily agrees to share de-identified data for performance improvement, such sharing shall be governed by a separate written agreement and shall comply with Applicable Laws.

### No Data Mining Rights.

Client shall not extract structured Output Data for analytics, dataset generation, or secondary exploitation beyond ordinary clinical documentation.

### No Ownership in Algorithms.

Nothing in this Agreement transfers ownership of machine learning models, training data, validation data, performance datasets, model weights, or algorithm architecture.

## 14. PRIVACY, DATA PROTECTION and SECURITY (GDPR / HIPAA)

### Regulatory Roles.

Client acts as data controller under GDPR (where applicable) and as a covered entity or healthcare provider under HIPAA (where applicable). Diagnoly acts as data processor only to the extent it processes Personal Data on behalf of Client pursuant to a separate written agreement.

### Client Responsibilities.

Client shall ensure that collection and processing of patient data through use of the Device complies with GDPR, HIPAA, and all Applicable Laws. Client shall obtain all necessary patient consents and provide required privacy notices.

### No Routine PHI Transmission.

Unless expressly agreed, the Device is configured for local processing and does not transmit Protected Health Information to Diagnoly.

### Security Measures.

Client shall implement appropriate administrative, technical, and physical safeguards to protect patient data, including access controls, encryption, network segmentation, and audit logging.

### Security Incidents.

Client shall notify Diagnoly without undue delay of any cybersecurity incident affecting the Device that could impact safety or regulatory compliance.

### Independent Compliance.

Diagnoly's compliance with MDR or FDA obligations does not relieve Client of independent obligations under privacy or healthcare laws.

## 15. CLINICAL RESPONSIBILITIES, PROFESSIONAL JUDGMENT and VALIDATION OF OUTPUTS

### Non-Substitution of Medical Judgment.

The Device functions solely as a concurrent reading aid during acquisition and interpretation of fetal ultrasound images. It does not replace clinical judgment, diagnostic expertise, or professional medical responsibility.

### Exclusive Clinical Accountability.

Client acknowledges that all clinical decisions, diagnostic interpretations, patient counseling, documentation, and treatment planning remain solely the responsibility of licensed healthcare professionals employed or engaged by Client. Diagnoly does not practice medicine, does not provide medical advice, and does not assume responsibility for patient care.

### Mandatory Verification of Outputs.

Authorized Users must independently review, validate, and interpret all outputs, measurements, and completeness indications before reliance in patient care. Reliance without independent verification constitutes misuse of the Device.

### Clinical Risk Allocation.

Client assumes full responsibility for:

- Interpretation of ultrasound images;
- Confirmation of anatomical structures;
- Determination of measurement validity;
- Clinical conclusions drawn from Device outputs;
- Documentation in patient medical records.

### Off-Label Use Risk.

Any use outside the cleared/CE-marked Intended Use, including deviation from gestational age parameters or use in non-authorized clinical contexts, shall be solely at Client's risk.

### Limitation on Reliance.

Client acknowledges that Device performance may vary based on image quality, ultrasound configuration, operator technique, and patient factors. Diagnoly does not guarantee detection of all anatomical criteria in all cases.

### Regulatory Responsibility of User.

Client remains independently responsible for compliance with professional practice regulations, hospital policies, and applicable regulatory obligations within its jurisdiction.

### Patient Consents and Institutional Approvals.

Client shall be solely responsible for determining whether use of the Device within its institution requires patient informed consent, ethics committee approval, institutional authorization, or any other regulatory or professional approval under Applicable Laws or internal policies.

Where required, Client shall obtain and maintain properly executed informed consent forms or other legally required authorizations prior to use of the Device in connection with patient examinations.

Diagnoly assumes no responsibility for obtaining patient consent or institutional approvals and makes no representation as to whether such consent is required in any specific jurisdiction.

## 16. INTELLECTUAL PROPERTY, DATA RIGHTS and RESERVATION OF RIGHTS

### Exclusive Ownership.

All right, title, and interest in and to the Device, including without limitation all software code (source and object), machine learning models, model architectures, weights, parameters, hyperparameters, feature engineering logic, training methodologies, training datasets (whether proprietary or licensed), validation datasets, performance testing datasets, documentation, graphical user interface, workflows, output rendering logic, measurement algorithms, bounding box logic, completeness criteria logic, and any updates or modifications thereto, together with all Intellectual Property Rights therein, are and shall remain exclusively owned by Diagnoly or its licensors.

No ownership, co-ownership, or joint authorship rights are granted or implied under this Agreement.

### Reservation of All Rights.

Except for the limited, revocable Trial license expressly granted, all rights are reserved by Diagnoly. Client receives no rights to copy, reproduce, adapt, create derivative works from, modify, commercialize, distribute, or otherwise exploit the Device.

### Derivative Works and Improvements.

Any improvements, modifications, adaptations, enhancements, derivative works, or developments relating to the Device, whether conceived during the Trial or thereafter, including ideas inspired by Client feedback or workflow observations, shall be the exclusive property of Diagnoly. To the extent any rights could vest in Client by operation of law, Client hereby irrevocably assigns such rights to Diagnoly.

### Data Boundary Clarification.

Client retains ownership of Input Data and patient medical records. However, Client acknowledges that:

- The structure, format, presentation, labeling methodology, overlay design, and measurement logic underlying Output Data constitute proprietary elements of the Device.
- Output Data does not grant Client any rights in the underlying algorithms or methodologies.

### Prohibition on Output Exploitation.

Client shall not extract structured Output Data for use in algorithm development, AI training, commercial analytics, benchmarking, dataset creation, or product development. Client shall not systematically capture, scrape, archive, or structure Device outputs for secondary exploitation.

### No Implied License.

Nothing in this Agreement shall be construed as granting Client any license under any patent, trade secret, or other proprietary right of Diagnoly except as expressly stated.

### Survival and Equitable Protection.

Client acknowledges that unauthorized use of the Device or its intellectual property would cause irreparable harm. Diagnoly shall be entitled to injunctive relief, specific performance, and equitable remedies in addition to monetary damages.

## 17. DISCLAIMER OF WARRANTIES and TRIAL "AS IS"

### Evaluation Nature of Trial.

The Device is provided during the Trial Period solely for evaluation purposes and without charge (except as otherwise expressly stated). Client acknowledges that the Device may not reflect final commercial configuration.

### "AS IS" Provision.

To the maximum extent permitted by Applicable Law, the Device is provided "AS IS" and "AS AVAILABLE," without warranties of any kind, whether express, implied, statutory, or otherwise.

### Disclaimer of Implied Warranties.

Diagnoly expressly disclaims all implied warranties, including warranties of merchantability, fitness for a particular purpose, non-infringement, satisfactory quality, uninterrupted use, error-free operation, and regulatory fitness beyond the expressly cleared or CE-marked Intended Use.

### No Clinical Outcome Warranty.

Diagnoly does not warrant clinical outcomes, diagnostic accuracy in every case, or detection of all anatomical structures or abnormalities. The Device functions solely as a concurrent reading aid and does not replace professional judgment.

### No Warranty for Client Systems.

Diagnoly does not warrant compatibility with systems not expressly validated or configurations altered by Client.

### Jurisdictional Limitation.

Where certain jurisdictions do not permit exclusion of certain warranties, such warranties are limited to the minimum extent permitted by law.

# 18. LIMITATION OF LIABILITY

## Exclusion of Indirect Damages.

To the maximum extent permitted by Applicable Law, Diagnoly shall not be liable for indirect, incidental, consequential, exemplary, punitive, or special damages, including loss of revenue, loss of profit, loss of business opportunity, reputational harm, loss of data, or interruption of clinical services.

## Cap on Liability.

Except for liability that cannot be limited under Applicable Law (such as fraud, willful misconduct, or death or personal injury caused by negligence where non-excludable), Diagnoly's total aggregate liability arising out of or related to this Agreement shall not exceed the greater of (i) zero (0) euros/dollars where the Trial is provided free of charge, or (ii) the total amount of Fees actually paid by Client during the Trial Period.

## Regulatory and Clinical Allocation of Risk.

Client acknowledges that the Device is used within Client's controlled clinical environment and that final medical decision-making rests solely with healthcare professionals. Diagnoly shall not be liable for clinical decisions, misinterpretations, off-label use, failure to review outputs, or deviations from professional standards.

## U.S. Specific Acknowledgment.

Client acknowledges that the Device is cleared by the FDA under 510(k) (K251368) as a Class II device and that such clearance does not constitute a guarantee of clinical outcome. Liability is limited consistent with this regulatory framework.

## EU Specific Limitation.

Nothing in this Agreement limits liability in a manner inconsistent with mandatory provisions of the EU MDR or applicable national law.

# 19. INDEMNIFICATION

## Client Indemnification Obligation.

Client shall defend, indemnify, and hold harmless Diagnoly, its Affiliates, directors, officers, employees, agents, licensors, and representatives from and against any and all claims, demands, proceedings, investigations, regulatory actions, penalties, fines, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees and expert costs) arising out of or related to:

(a) Clinical decisions, diagnoses, or treatment actions taken by Client or its Authorized Users;
(b) Use of the Device outside the Intended Use or Permitted Use;
(c) Failure to review or validate Device outputs prior to reliance;
(d) Off-label use or misuse;
(e) Violation of Applicable Laws by Client;
(f) Breach of data protection obligations by Client;
(g) Unauthorized modification, integration, or alteration of the Device;
(h) Breach of Clauses relating to intellectual property, AI training prohibitions, confidentiality, or security.

### Regulatory Indemnity.

Client shall indemnify Diagnoly against any regulatory enforcement action, administrative proceeding, or fine arising from Client's misuse, misrepresentation, off-label promotion, or unauthorized modification of the Device.

### Third-Party Claims.

Client's indemnity applies to claims brought by patients, healthcare payors, hospitals, regulators, or any third-party alleging harm arising from Client's conduct.

### Exclusion of Diagnoly Negligence.

Client's indemnification obligation shall not apply to the extent a claim is finally determined by a court of competent jurisdiction to have resulted solely from Diagnoly's gross negligence or willful misconduct.

### Defense Control.

Diagnoly may participate in the defense with counsel of its choice at its own expense. Client may not settle any claim in a manner that admits liability on behalf of Diagnoly or imposes obligations without Diagnoly's prior written consent.

### Survival.

Indemnification obligations survive termination.

## 20. INSURANCE

### Client Insurance.

Client represents and warrants that it maintains professional liability insurance, medical malpractice insurance, and general liability insurance appropriate for its clinical activities and compliant with Applicable Laws in the Territory.

### Coverage Adequacy.

Such insurance shall be maintained during the Trial Period and shall provide coverage sufficient to cover liabilities arising from clinical use of medical devices.

### Evidence of Insurance.

Upon reasonable request, Client shall provide evidence of insurance coverage.

### No Insurance Obligation on Diagnoly During Trial.

Nothing in this Agreement creates an obligation for Diagnoly to maintain insurance coverage for Client's clinical operations. Diagnoly maintains its own insurance consistent with medical device regulatory requirements.

# 21. COMPLIANCE WITH LAWS, EXPORT CONTROL and ANTI-CORRUPTION

## General Compliance.

Each Party shall comply with all Applicable Laws in connection with this Agreement. Client acknowledges that use of a regulated medical device entails independent regulatory obligations under EU MDR, U.S. FDA regulations, and national healthcare laws, and Client remains solely responsible for compliance with laws governing its clinical operations and professional conduct.

## Export Controls and Trade Sanctions.

Client shall not export, re-export, transfer, or otherwise make available the Device, Hardware, or related technical information in violation of European Union export regulations, United States Export Administration Regulations (EAR), U.S. sanctions laws administered by the Office of Foreign Assets Control (OFAC), or any other applicable export control or trade sanction laws. Client represents that it is not located in, organized under the laws of, or owned or controlled by a person located in a country subject to comprehensive sanctions, and is not listed on any prohibited or restricted party list.

## Anti-Bribery and Anti-Corruption.

Client shall comply with all applicable anti-bribery and anti-corruption laws, including without limitation the U.S. Foreign Corrupt Practices Act (FCPA), the UK Bribery Act (where applicable), and relevant EU Member State laws. Client shall not offer, promise, authorize, or provide anything of value to any public official or healthcare professional in connection with the Device in violation of Applicable Laws.

## No Improper Promotion.

Client shall not promote the Device, make representations regarding regulatory clearance or certification beyond the authorized labeling, or use the Device in a manner that could expose Diagnoly to regulatory enforcement risk.

## Cooperation in Regulatory Matters.

Client agrees to reasonably cooperate with Diagnoly in responding to regulatory inquiries relating to the Device, including providing factual information regarding use within Client's institution.

# 22. GOVERNING LAW, JURISDICTION and DISPUTE RESOLUTION

## Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of France, excluding its conflict-of-law principles.

## Jurisdiction.

The competent courts of Lyon, France shall have exclusive jurisdiction over disputes arising under or in connection with this Agreement.

### Injunctive Relief.

Notwithstanding the foregoing, Diagnoly may seek injunctive or equitable relief in any court of competent jurisdiction to protect its intellectual property, confidential information, or regulatory interests.

### Good Faith Resolution.

Prior to initiating formal proceedings, the Parties agree to attempt in good faith to resolve disputes through executive-level discussions for a period of thirty (30) days following written notice of dispute.

### Waiver of Jury Trial (U.S. Only).

To the extent permitted by Applicable Law, the Parties waive any right to trial by jury in disputes arising out of this Agreement.

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## 23. FORCE MAJEURE, ASSIGNMENT, NO WAIVER and SEVERABILITY

### Force Majeure.

Neither Party shall be liable for delay or failure to perform (except payment obligations) due to events beyond its reasonable control, including natural disasters, war, terrorism, epidemics, government actions, labor disputes, or infrastructure failures. The affected Party shall notify the other Party and use commercially reasonable efforts to mitigate the impact.

### Assignment.

Client may not assign, transfer, delegate, or sublicense this Agreement without Diagnoly's prior written consent. Diagnoly may assign this Agreement to an Affiliate or successor in connection with merger, acquisition, or sale of assets.

### No Waiver.

Failure by either Party to enforce any provision shall not constitute waiver of future enforcement of that provision or any other provision.

### Severability.

If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect, and the invalid provision shall be interpreted to reflect the Parties' original intent to the maximum extent permitted by law.

### Relationship of the Parties.

Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship between the Parties.

# 24. NOTICES, ENTIRE AGREEMENT, AMENDMENTS and SURVIVAL

## Notices.

All formal notices under this Agreement shall be in writing and delivered by recognized courier service, registered mail, or email with confirmation of receipt to the contact details specified in the Order Form. Notices are deemed received upon confirmed delivery.

## Entire Agreement.

This Agreement constitutes the entire agreement between the Parties concerning the Trial and supersedes all prior discussions, proposals, or agreements relating to its subject matter. Any additional or conflicting terms in purchase orders or procurement portals are expressly rejected unless signed by an authorized representative of Diagnoly.

## Amendments.

Any amendment or modification of this Agreement must be in writing and signed (including electronically) by authorized representatives of both Parties, except that Diagnoly may update regulatory or safety-related provisions where required by Applicable Laws, with notice to Client.

## Survival.

Without limitation, the following provisions shall survive termination or expiration of the Trial:

- Intellectual Property (Clause 16)
- Use Restrictions (Clause 10)
- Confidentiality obligations
- Indemnification (Clause 19)
- Limitation of Liability (Clause 18)
- Data Protection (Clause 14)
- Clinical Responsibility (Clause 15)
- Export Control and Compliance (Clause 21)
- Dispute Resolution (Clause 22)

and any other provisions which by their nature are intended to survive.

## Counterparts and Electronic Execution.

This Agreement may be executed electronically and in counterparts, each of which shall be deemed an original.