Sales Terms - Cortrium Holter Monitor

The Sales Terms cover the conditions for purchase of the Cortrium Holter Monitor including the Software Analytics. The Terms must be read, understood and accepted before any purchase. The acceptance of the Sales Terms include the acceptance of the End-User Licence Agreement (EULA) to the software applications used with the Holter Monitor (Appendix I). Also, the acceptance of the Sales Terms include the conditions of Cortrium acting as Data Processor (Appendix II), when the Customer is using Cortrium offered software applications for processing customer and patient data.

1. Introduction

(1) Cortrium is the manufacturer of an ECG recorder (Holter Monitor) that monitors heart rhythms. The recordings can be analyzed for arrhythmias via cloud-based AI analytics or desktop-based analytics. The legal identity the manufacturer of the Holter Monitor: Cortrium ApS, registration under the Danish Business Authority with the number: DK36445335 and in Germany as Cortrium ApS German Branch, registration under Amtsgericht Berlin - Charlottenburg: HRB 190340 B, Ust-IdNr: DE314 334 444, St.-Nr.: 15/248/10320.

(2) Cortrium is offering the following Products:

	Purchase	**Subscription**
Cortrium Holter Monitor	Price per unit	Monthly Flat-Fee
Cloud-based AI Software Analytics	Price per ECG recording analyzed	Monthly Flat-Fee
Desktop-based Software analytics	Price per license	n/a

The key features of the Products offered can be found on the Cortrium webpage. Cortrium reserves the right to bundle the price offer for both Products and the Software Analytics.

(3) The Customer is not permitted to move the Product to any other business entity without the written approval of Cortrium. Nor is any sub-letting or other transfer of possession to a third party permitted.

(4) Deviations of these Sales Terms shall be applicable only upon a written expressed consent issued by Cortrium.

2. Sales and Payments

(1) Sales via Web-shop of Cortrium Holter Monitor: When purchasing the Cortrium Holter Monitor, you must add the number of monitors to the online shopping cart system. The Products that you wish to purchase shall then be placed on the "shopping cart". You can access the "Shopping cart" by clicking the relevant button in the navigation bar and you can make changes to the card at any time.

(2) Sales of Software Analytics via Web-shop: In addition, you can choose which Software Analytics option you prefer. Also, this is done by adding the either the monthly flat-fee or the option of pay per ECG recording analyzed (pay-per-report). After opening the “Proceed to Checkout”, you can type your company data, contact info and preferred payment option. When completed all info required, you can place your order by clicking "Place Order".

You can always change your payment choice of the Software Analytics (monthly flat-fee vs. pay-per-report).

It is possible to change from single report payment to flat rate at any time. You must inform Cortrium in writing about your wish to change the payment option and your preferred date for the change of payment. The flat rate is calculated pro rata from the time of the change in the current month.

Please remark that when the monthly flat-fee is chosen, the payment is invoiced per month, and changeset back to pay-per-report requires a notice period of three months to the end of the month.

Also, you can choose not to include any Software Analytics. In this case, you will only be charged for the purchase of the Cortrium Holter Monitor.

(3) Submitting the order: Before you finalize the order, you can re-check all the entered data, and change the data or cancel the purchase transaction.

You submit the '"Shopping card" for ordering by clicking the 'submit' button. When you submit the order, your order is sent to Cortrium as a binding order.

(4) It is possible to pay the monthly subscription fee for the Software Analysis quarterly or annually. A changeover to quarterly payment must be applied for in writing to Cortrium with a period of 4 weeks to the end of the quarter. In this case, the invoice will be issued before the beginning of the quarter. The monthly flat fee is reduced by 2.5%. At any time with a period of 4 weeks to the end of the month, a changeover to annual payment must also be requested in writing. The invoice will be issued before the beginning of the selected annual period. The discount on the monthly rate is 5%.

There is the option of paying the flat fee by means via direct bank transfer debit. This can be requested from Cortrium customer service. It must be filled out and signed and deposited with the payer's bank before the first due date. A cancellation can be sent at any time in writing by e-mail to Cortrium support.

(5) ECG Electrodes: The expenses for ECG electrodes are not included in the purchase price.

(6) Payment transfer costs: The Customer must bear the costs arising from payment transfers (if any).

3. Cortrium Guaranties

(1) Applicable legislation: Cortrium is responsible for making available the Products in compliance with all applicable laws and regulations for the intended usage of the Products within the Territory of the Customer.

(2) Guarantee Period: For the performance of the products, only the product description provided with the Instruction-for-Use (IFU) shall be deemed to have been agreed. Cortrium guarantees that the Product can be expected to perform substantially as specified in the Instruction-for-Use for two years ("Guarantee Period"). Defect Products are returned to Cortrium at no cost for the Customer required that the Customer notifies Cortrium in writing about the defected product. Shipping of the defective product must follow Cortrium’s guidelines.

(3) Service Lifetime Period: Cortrium offers repair service to the purchased Products for additional three years after the Guarantee Period. Thus, the "Service Lifetime Period" is five years from Purchase date. After the Guarantee Period, Cortrium is entitled to invoice the Customer for any repair of the Product.

(4) Product delivery: For the delivery of the Cortrium Holter Monitor, this shall take place approximately as specified in the Order Confirmation or Receipt. If no time of delivery is specified, the delivery must take place within a reasonable time from the Customer's written request.

(5) Product performance: Cortrium offered Products are neither fault tolerant nor free from errors or interruptions. Minor deviations must, to some extent, be expected and shall not constitute defects. Moreover, the performance of the Products will vary depending on, e.g. software interactions, quality of data recordings as well as other factors outside of the control of Cortrium.

(6) Customer support: The Customer is entitled to access or contact an online help service desk during Cortrium office opening hours. The help service includes: Introduction and problem solving related to the operation of the Products offered via manuals, brochures, tutorial videos, telephone, support chat and video-links.

(7) If Cortrium cannot replace or repair the defective Product within ninety 90 days of the Guarantee Period, the Customer can terminate the contractual part with Cortrium relevant to the purchase of the defective Product with immediate effect and received the purchase price in return. The customer's terms and conditions for the purchase of other Products will not be affected by such cancellation.

4. Customer acknowledgement

(1) Business registration: The Customer is a legal registered commercial business or health organisation.

(2) Product installation: The Customer is responsible for the installation and the use of the Products.

Cortrium offers online services free-of-charge for supporting the installation.

(3) Decision Supporting Tool (DST): All Software Analytics are regarded as decision-making support tools for diagnosing patients. The Software Analytics are subject to an End-User-License-Agreement (Appendix I) and a Data Processor Agreement (Appendix II). The Customer accepts the End-User-License-Agreement and the Data Processor Agreement as part of the agreed Sales Terms.

4.1 Customer's Liabilities

(1) The Customer agrees:

- to procure for a Product property insurance to cover general risks (fire, water and housebreaking).

- to procure at his own expense all ordinary maintenance and necessary cleaning to ensure that the Product is at all times in an orderly condition.

- to make available to Cortrium any insurance payments received from an insurance company to procure the repair of the Product.

To sum-up, the Customer is liable for defects caused by matters related to Customer, including the Customer’s misuse actions or omissions. Thus, the risk of unintentional destruction or devaluation of the Product shall lie with the Customer. In any of these events, the Customer shall remain liable for making the full agreed payments.

(2) The Customer agrees to be assigned to make all present and future claims against Cortrium in connection with the supply of the Products. This shall include without limitation claims arising from default or product liability.

(3) The Customer shall immediately and no later than 24 hours after observation, notify Cortrium the case of any incident or adverse events that have led to the death or the serious deterioration of the health of the patient, the healthcare professional or another person in contact with the Product.

(4) The Customer is responsible for notifying Cortrium any unintended use of the Products no later than 24 hours after observation.

(5) The Customer shall immediately and no later than seven business days after observation, notify Cortrium of any Product defects of its use, documentation, packaging, labelling or services, including but not limited to:

a) Any observation relevant to the safe and efficient use of the Product

b) Non-intended use of the Product

c) Technical or performance issues

d) Unintended software behaviour"

(6) If the Customer fails to inform Cortrium of a defect by written notice or by calling Cortrium customer service within seven days, Cortrium is entitled to forfeit the Customer's right to make any claim in respect of the defect.

(7) The Customer is entitled and obliged to pursue at his own expense and own risk – in court or out of court – directly towards Cortrium any Product claims which shall include, without limitation, the right to rescind or to reduce the Purchase price of the Product. This must be made with due regard to the need for immediate objection towards Cortrium.

(8) Cortrium agrees to be bound by the result of any disputes. This shall not apply if the Customer has conspired to the detriment of Cortrium. The burden of proof for such conspiracy shall lie with Cortrium. The Customer agrees to notify Cortrium in writing if, based on the above provisions, the Customer will pursue any claims against Cortrium.

5. Cortrium limitation of liabilities

(1) Cortrium is not to be held responsible for product performance advertising made by third parties via public promotions or statements.

(2) Cortrium does not assume any responsibility or liability for the Product other than what has been

expressly set out in the contracts with the customers. Any warranties, representations, guarantees or conditions whether express or implied are excluded to the fullest extent permitted by law. This means that, e.g. warranties of merchantability, fitness for a particular purpose and non-infringement are excluded.

(3) In no event and no matter the circumstances shall Cortrium be liable for any loss of anticipated profit, loss of data, damage to records or data or any indirect, special, incidental or consequential damages or loss (including the loss of goodwill, or loss as a consequence of any kind of business interruption) arising out of or in connection with the contractual relationship, the Product or the use or performance hereof, even if Cortrium was advised of the possibility of such losses and regardless of whether the cause of action is in contract or tort.

(4) Cortrium shall in no event and no matter the circumstances be liable for any loss directly or indirectly incurred by a patient (end-user) of the Customer, not being a Customer or Customer of Cortrium itself. The Customer must ensure that the end-user (Patient) is covered by an patient insurance.

(5) To the maximum extent permitted by applicable law, Cortrium disclaims any Product liability as a consequence of loss or damage to property which, given its nature, is normally intended for commercial use.

(6) In any event, no matter the circumstances, Cortrium's total aggregate liability for any losses or damages arising out of or in connection with the contract, the Product or the use or performance hereof shall not exceed the sum of the actually paid invoices by the Customer for the Product in question.

(7) Cortrium shall have no responsibility or liability for any adjustments or other modifications in the Product, or any use of the Product by Customer itself or third parties. Further, Cortrium shall have no responsibility or liability for any defects which are a consequence of external factors.

(8) The Customer must accept that the Products may include third-party software developed and/or manufactured by a third-party and of which Cortrium is the distributor. This third-party software may be subject to license or standard terms that the Customer shall accept prior to provision of the Product. Cortrium's liability in relation to third-party equipment/software only includes receipt of the Customer's defect report and notifying the third-party manufacture of the defect without undue delay. Cortrium assumes no further liability in this respect.

6. Intended Use and regulatory requirements

(1) The Customer agrees to comply at its own expense with all requirements arising from statutory law and applicable medical regulation associated with the customer's use of the Products within the Territory of usage and to ensure the Customer’s compliance with the same. To that extent, the Customer agrees to indemnify Cortrium against any claims of third parties. Thus, the Customer is responsible for being in possession of the necessary authorization to conduct medical diagnosing and treatment of patients from authorities, health insurers and/or other relevant associations before the use of the acquired product(s). To that extent, the Customer agrees to indemnify Cortrium against any claims of third parties.

(2) The Customer agrees to use the Products in accordance with the Intended Use as stipulated in the Instruction-for-Use (IFU) and for his professional business only. The intended use of the Product, the software application for data transfer and the Software Analytics are defined in the Instruction-for-Use (IFU). To ensure proper usage of the Cortrium Products, software application for data transfer and Software Analytics, the Customer must read and understand the Instruction-for-Use (IFU). The latest updated version of the IFU can be found on the Cortrium webpage.

For clarification; the Cortrium Holter Monitor only records ECG data. The Holter Monitor i) has no capacity for automatic ECG analysis and consequently no capacity for automatically generating alerts of potentially critical cardiac conditions, and ii) the ECG data recorded is stored on the monitor and can be transferred by the physician - or the designated operator - for Cloud-based Software Analytics. The Software Analytics will then provide summary reports (Holter reports). If no Software Analytics are chosen, the ECG recording (ECG raw data) can be stored locally on the desktop or server as EDF-format.

(3) The use of the software application for data transfer and the Software Analytics as defined in the Instruction-for-Use (IFU) are subject to the End-User-License-Agreement (EULA) which is considered an integrated part of the agreed Sales Terms (Appendix I).

(4) The Software Analytics provides only suggested diagnosis as a Decision Supporting Tool (DST) for the healthcare professionals. Thus, it is the responsibility of the physician or trained medical officer to evaluate the results of the Software Analytics and sign for the stipulated results for suggested diagnosing of the patient.

7. The Cortrium's Right to Termination for Good Cause

(1) If the Customer uses the Product (Holter Monitor and/or Software Analytics) contrary to the contractual terms and, despite a written warning and cure notice, or continues such unauthorised use causing a material infringement of the product manufacturer and/or Cortrium's rights, then Cortrium shall have the right to terminate the contractual relationship with the Customer. This applies also to any sub-letting of the Products to a third party.

(2) If the Customer is late with a minimum of two consecutive subscription payments of the Software Analytics, then Cortrium shall have the right to terminate the Subscription-based payments of Software Analytics with immediate effect.

(3) Cortrium shall also have a right to termination for good cause and with immediate effect if the Customer’s estate shall become subject to a composition or insolvency petition. This shall be without prejudice to any damage compensation claims that Cortrium may have.

8. Proprietary Rights

(1) All intellectual property rights and other rights, including without limitation patents, utility models, design rights, trademarks, copyright and know-how, in and to the Product, its components, software and any documentation related hereto, remain with Cortrium or its licensors. The Customer agrees to respect such rights whether registered or not.

(2) The Customer shall not reverse engineer, disassemble or decompile the Product or any parts thereof, except where and only to the extent that such operations are permitted according to the applicable mandatory, statutory legislation and subject to Customer’s compliance with all aspects of such legislation.

(3) The Customer must keep the Product free of any third-party rights. The Customer will inform Cortrium immediately about any third-party claims on the Product, about any theft, damaging or loss. The costs of remedies against any of the above-referenced interference in the Product shall be borne by the Customer. The Customer agrees to pay the costs of such action.

(4) The Customer may not make any alterations to the Product without the written approval of Cortrium. If the Customer has attached any feature to the Product, the Customer shall at own expense, upon demand of Cortrium, be obliged to, remove the attached feature.

(5) The Customer shall not be liable for any changes or impairment on the Products arising from use within the ordinary course of business and the Intended use of the Products.

9. Data Protection (Patient Data)

(1) Cortrium warrants that all registered data of the Customer's usage of Cortrium offered software application and analytics are stored for at least ten years from data upload date with back-up procedures for identification, storage, protection, retrieval, retention time and disposition of the stored data.

(2) The link between Patient ECG data and the actual ECG recording is subject for erasure as set in the Data Processor Agreement (Appendix II) between the parties. The Data Processor Agreement is considered an integrated part of Sales Terms.

(3) The Customer shall ensure that the Patient data delivered to cloud-based software analytics is anonymised to the extent that it is not or does not become personal identified or identifiable data as defined in the GDPR (Regulation (EU) 2016/679). To the extent that the Customer delivers or makes such personal data identifiable, the Customer ensures that each Patient has given adequate consent for such operation and that the Patient receives sufficient information on how and where such data is processed.

(4) Data security of processing patient data is regulated by the Data Processor Agreement (Appendix II) and is in compliance with the General Data Protection Regulation in EU - GDPR (Regulation (EU) 2016/679).

10. Data Protection (Customer data)

(1) Customer's data: In addition to § 11, Cortrium collects, processes, and uses Customer's data according to the contractual relationship for invoicing the Customer for agreed purposes of servicing, i.e. analytical software. Examples of data collected about the Customer: Name, address, telephone number, e-mail address, banking details. Processing of such data occurs in accordance with the GDPR and other national data protection legislation, i.e. as defined in Art. 6 sec. 1 lit. a and lit. b of the GDPR, and only for the purposes of fulfilling the contractual relationship between Cortrium and the Customer.

11. Force majeure

(1) Neither party shall be held liable for any damage sustained by the other party as a direct or indirect consequence of the non-performing party being delayed, prevented or hindered in the performance of its obligations as a result of a force majeure situation. Force majeure situations include war and mobilization, computer viruses, hacking, catastrophes of nature, strikes, lock-out, fire, and damage to production plants, import and export regulations and other unforeseeable circumstances beyond the control of the party concerned.

12. Other Provisions

(1) The Sales terms including appendences shall cover all agreements between Cortrium and the Customer. No verbal side agreements can be accepted as valid.

(2) If any provision of the Sales Terms shall be partly invalid or unenforceable, then this shall not affect the validity or enforceability of the other provisions. The invalid or unenforceable provision is deemed to be replaced by such valid and enforceable provision that reflects to the closest extent possible the intention that the parties hereto had pursued with the invalid or unenforceable provision.

(3) Each party shall treat as confidential and keep secret any knowledge, information or documentation on the Products and the other party’s internal affairs, projects, products, financial status, business operations, customers etc., including information contained or embodied in the Products and the Agreement. This obligation shall remain in force after termination of the contractual relationship for three years.

(4) Cortrium shall be entitled to state Customer as a reference and to include the name of the Customer on its list of references.

(5) Cortrium reserves the right to transfer, fully or partially, rights and obligations relating to the Sales Terms to a third party.

(6) National substantive law of Cortrium shall apply to the Sales Terms and shall have jurisdiction to adjudicate any and all disputes arising out of this Agreement unless mandatory statutory provisions require otherwise. United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

Appendix I: End-User-License-Agreement (EULA)

Appendix II: Data Processor Agreement

Appendix I: End-User License Agreement (EULA)

1. Scope

(1 The End-User License Agreement (EULA) shall apply to any use of the Software provided by Cortrium, including third party providers of Software Analytics via Cortrium.

(2) Cortrium is using the following third-party providers of Software Analytics:
1. Cardiomatics: The Cardiomatics "Software" is developed and owned by Cardiomatics sp. z o.o. with its registered office in Kraków (address: Wojciecha Weissa 7, 31-339 Kraków, Poland, Company Reg. no: PL 677 238 95 21) and licensed by Cortrium under this EULA.
2. Cardioline: The Cardioline "Software" is developed and owned by Cardioline S.P.A, with its registered office in Milan (address: Via Linz 151 -38121 Trento, Italy, Company Reg. no: IT03153711209, and distributed by Cortrium under this EULA. The use of Cardioline is subject to a separate Cardioline EULA. Cortrium is only the distributor of the desktop-based license key.

(3) Cortrium is using its own in-house developed software applications:
1. Data Transfer Tool (DTT) for transferring ECG data for the processing of Software Analytics.
2. Cortrium Apex Client for transferring ECG data for the processing, management and storage of Software Analytics.
3. Cortrium Apex administration website for creating and administrating user accounts and setting up access to Software Analytics
4. Cortrium Apex cloud-based services for conversion, storage, user and access control, and ECG data management and management of related data such as analysis reports.

2. The License

(1) The End-User is granted a non-exclusive, non-transferable license in the Customer's territory to use the software applications and analytics included with the sale or subscription of the Cortrium Holter Monitor.

(2) The Software License shall expire upon the termination or expiration of the contractual relationship between the End-User and Cortrium.

3. The Software, availability and changes

(1) Unless otherwise agreed, the Cortrium will use commercially reasonable efforts to make the Cortrium software applications available at all times, except for planned downtime and any unavailability caused by external events, incl. Force majeure circumstances and provide software applications and analytics according to applicable laws and government regulations.

(2) Unless otherwise agreed, the software applications are provided 'as is' without any kind of warranties. Cortrium and its third-party analytics providers do not warrant that the applications will be error-free or will work without minor interruptions.

(3) The software applications may, at the sole discretion of Cortrium, be subject to changes from time to time, including by addition or removal of features. Such changes may occur without any notice; however, Cortrium will use reasonable efforts to notify the End-User in advance.

4. Rights to use software applications

(1) The right to use software applications are subject to a Data Processor Agreement between the Cortrium and the End-User. The Data Processor Agreement is regulating the processing of sensitive data such as the patient id and the recorded ECG data in compliance with Regulation (EU)

2016/679 on the protection of natural persons concerning the processing of personal data (GDPR).

(2) The right to use software applications are pursuant to this License shall be done in a manner and for the purpose set out in this EULA with the following scope:
i) The License shall include the right to use software applications as part of the ECG recorder by any End-User who are authorized technicians or healthcare professionals to generate medical reports (Holter reports) and any related medical consultations;
ii) The License shall be granted for the needs and purposes as specified in this EULA, in the following fields of use:
a) Launching, displaying or using software applications via the Cortrium Holter Monitor;
b) Storing, displaying, uploading, viewing and browsing data when using software applications via the Cortrium Holter Monitor;
c) Entering data to the memory of the Cortrium Holter Monitor;
d) Entering data to the Cortrium Holter Monitor and software applications to generate reports.
e) Generating medical reports using software applications.

(3) The Software or any elements thereof shall only be available to third parties with the prior written consent from Cortrium.

(4) The End-User shall not acquire any rights to software applications, except for a license and an authorization to use the software applications on the terms and conditions outlined in this EULA.

(5) The End-User is not authorized, except to the extent permitted under mandatory law, to:
a) Play, decompile or modify the source code of software applications;
b) Perform statistical analysis of software applications;
c) Translate adapts, change the layout of software applications, or make any other changes or modifications in the applications or any part thereof;
d) Reproduce the code or translate, adapt, change the layout or make any other changes to the form of the software applications and distribute the applications in a different way than that specified in the EULA. Moreover, the End-User does not have the right to permanently or temporarily reproduce the applications, in whole or in part, by any means and in any form, except for 1) making a backup copy if necessary to use the applications, but the backup shall not be used simultaneously with the software application, or 2) permanent or temporary reproduce of the applications in whole or in part by any means, in any form and for any purpose, except for the right to temporarily copy the applications in whole or in part in the memory of the Cortrium Holter Monitor.

(6) Any information obtained in connection with the use of software applications shall not be:
a) Used for purposes other than supporting the diagnostic process as part of the Cortrium Holter Monitor, as well as for other purposes than the performance of this EULA;
b) Provided to third parties for a purpose other than achieving the aforesaid compatibility and the performance of this EULA;
c) Used for developing, creating or marketing software applications infringing the copyright of the ownership and the applications; and in particular for reverse engineering of the applications;
d) Used for developing, creating or marketing computer software or other tools that use information (reports) generated by the applications.

5. Marketing and sub-licensing of the Software

(1) Pursuant to this EULA, the End-User is also granted a license with regard to software applications, within the scope that the applications are not a computer program (graphics, layout of graphic elements):
a) To record and reproduce it in whole or in part, with the use of digital technology, to present it in

public, exhibit, display, reproduce, sub-license, broadcast and rebroadcast, as well as make it available to the public in such a way that anybody can have access thereto in a place and time of their choice;
b) The scope of such use is limited by the purpose and the contents of this EULA, and the above shall specifically not be construed in any way as a transfer of any intellectual property rights of the owner, including rights to logos, designs and know-how.

(2) The End-User undertakes to only publicly present, exhibit, display, reproduce, sub-license, broadcast and rebroadcast the software applications together with the Cortrium Holter Monitor while taking care of the good name and reputation of the owner and any other Vendor to the applications provided.

6. Warranty and Limitations of Liability

(1) Cortrium is not liable for medical decisions taken on the basis of using the Software Analytics for generating medical reports in any way. A report is not a medical diagnosis; it is only an analytical tool with suggested potential diagnosis. For the avoidance of doubt, any medical diagnosis is solely the responsibility of healthcare professionals.

(2) In no event and no matter the circumstances shall the Cortrium or the third party Vendor of Software Analytics be liable for any loss of anticipated profit, loss of data, damage to records or data or any indirect, special, incidental or consequential damages or loss (including the loss of goodwill, or loss as a consequence of any kind of business interruption) arising out of or in connection with this EULA, performance of the software applications and the results connected thereto.

(3) Cortrium and the third-party vendors aggregate liability towards the End-User in respect of any matters arising out of, or in connection with the software applications and this EULA, shall be limited to an amount corresponding to 50 % of all payments made under the contractual relationship between Cortrium and the Customer for the period of twelve (12) months prior to the event(s) having given rise to the claim (the 'Liability Cap').

(4) The End-User shall bear full liability for the actions and omissions of its employees or sub-contractors. The End User undertakes to enforce from the entities to which it provides the applications, including any sub-licensees, that their use of the applications do not violate Cortrium's and its third party Vendors copyrights.

(5) The parties agree to exclude guarantee, warranty and any other implied obligations not explicitly specified in this EULA, in particular regarding the merchantability of the applications and the Holter reports.

7. Termination

(1) In the event of a material breach by the End-User of the terms of the License set forth in this EULA, the End-User shall cease a breach and remedy the consequences of such a breach. In the event that such material breach has not been remedied within five days of receipt of a written notice from Cortrium or its third-party Vendors to do so, or the material breach of the License is not capable of remedy, the Vendor shall have the right to terminate the License and this EULA without notice (with immediate effect).

Appendix II: Data Processing Agreement

Data Processing:
The Data Processor Agreement constitutes Appendix II to the agreed terms of providing Cortrium products and analysis services (hereinafter defined as "**Main Services**").

The Data Processor Agreement concerns the processing of patient health data and other personal data uploaded from C3+ Holter Monitor (50002) to the Cortrium software applications for cloud hosting, storage and Holter report analysis. The Data Processing Agreement including the sub-appendices must therefore be read and understood by the Customer before accepting the terms of the **Main Services**.

Also, the Data Processor Agreement concerns personal data exchanged related to the contractual relationship between the Data Controller and the Data Processor.

Contracting parties:
The Data Processor Agreement is entered between the user of Cortrium products and services defined as the "Data Controller", and Cortrium as "Data Processor" of the software application of cloud hosting, storage, and Holter report analysis.

Data Controller:
1) Owner/subscriber to Cortrium products and services
[Customer Name]
[Org. reg. no.]
[Address]
[City, Postal code]
(hereinafter referred as the "**Data Controller**")

Data Processor:
2) Provider of cloud hosting, storage and analysis
Cortrium ApS
Company registration number: 36445335
Erik Husfeldts Vej 7
DK-2630 Taastrup
(hereinafter referred as the "**Data Processor**")

1. Introduction

1.1 This agreement concerning processing of personal data (the ”Data Processing Agreement”) regulates the Data Processor’s processing of personal data on behalf of the Data Controller as part of the agreed terms for the Data Processor’s delivery of services to the Data Controller (the ”Main Services”).
1.2 If there are discrepancies between the rights and obligations under the Main Services and the Data Processing Agreement, the rights and obligations under the Data Processing Agreement shall prevail.

2. Legislation

2.1 The Data Processing Agreement shall ensure that the Data Processor complies with the applicable data protection and privacy legislation (the ”Applicable Law”), including in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) which entered into force on 24 May 2016 and will apply from 25 May 2018 (the “GDPR”) and any applicable national implementation laws.

3. Processing of personal data

3.1 In connection with the Data Processor's delivery of the Main Services to the Data Controller, the Data Processor will process certain categories and types of personal data on behalf of the Data Controller.
3.2 "Personal data" means "any information relating to an identified or identifiable natural person" as defined in article 4(1) of the GDPR that is processed under this Data Processing Agreement (the "Personal Data"). The categories and types of Personal Data, categories of data subjects, the purposes of the processing and the processing activities performed by the Data Processor as well as the processing locations are listed in Sub-Appendix A. The parties shall update Sub-Appendix A whenever changes occur that necessitates an update.
3.3 The Data Processor shall have and maintain records of processing activities in accordance with article 30(2) of the GDPR.
3.4 Cortrium is provided with a general authorisation to use sub-contractors for the software analytics (e.g. to generate the Holter report). The authorisation requires that subcontractor's data processing is controlled by Cortrium in accordance with the European Regulation on Data Protection and Privacy for data subjects (GDPR - EU/ 2016/679). Cortrium shall inform the controller of any intended changes concerning the addition or replacement of sub-contractors as specified in Clause 11 below.

4. Instruction

4.1 The Data Processor shall only act and process the Personal Data in accordance with the documented instruction from the Data Controller (the "Instruction") unless the Data Processor is subject to EU law or national Member State law under which the Data Processor is obliged to process the Personal Data differently; in such a case, the Data Processor shall inform the Data Controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest. The Instruction at the time of entering into this Data Processing Agreement is that the Data Processor may only process and store the Personal Data with the purpose of, and to the extent it is necessary for, provision and delivery of the Main Services and within the specifications described in Sub-Appendix A.
4.2 The Data Controller shall ensure that the Personal Data made available to the Data Processor is processed in accordance with the Applicable Law, including the legislative requirements of lawfulness of processing and information to be provided to the data subject.
4.3 In the event that the Data Processor does not comply with this Data Processing Agreement, the Data Controller may instruct the Data Processor to stop further processing of the Personal Data with immediate effect.
4.4 The Data Processor shall immediately give notice to the Data Controller if the Data Processor considers the Instruction to conflict with the Applicable Law.
4.5 Both the Data Controller and the Data Processor can request the other party to appoint a Data Protection Officer as supporting the company's responsible person for data processing and storage and act as the parties main contact person(s).
4.6 In the case of the cessation of the Data Processor's business, e.g. by dissolution or liquidation, the Data Processor must allow the trustee or curator to exercise data controller's rights and assert them against the Data Processor, e.g. enabling the Data Controller to instruct the Data Processor to delete or return personal data.
4.7 In the case of the cessation of business of the Data Controller, e.g. by dissolution or liquidation, the Data Processor must hand-over all stored personal data on the Data Processor's systems to the Data Controller. Hereinafter, the Data Processor is obliged to effectively delete the personal data from the Data Processor's own systems.
4.8 Upon termination of the business relationship between the Data Controller and the Data Processor ("Main Services"), the Data Processor is required, at the request of the Data Controller, to provide

termination assistance to the Data Controller until (i) all personal data is transmitted to the Data Controller in a generally accepted electronic format and (ii) has occurred. The Data Processor shall continue processing the personal data and the provision of services under the business relationship until such transfer has taken place.

5. Confidentiality

5.1 The Data Processor shall process the Personal Data as strictly confidential information. The Personal Data shall not be copied, transferred or otherwise processed except from the Instruction, unless the Data Controller in writing has agreed hereto.
5.2 The Data Processor's employees that process the Personal Data shall be subject to an obligation of confidentiality that ensures that the employees shall treat the Personal Data with strict confidentiality.

6. Security

6.1 The Data Processor shall implement the appropriate technical and organisational security measures as set out in the Data Processor Agreement and in the Applicable Law, including in accordance with article 32 of the GDPR.
6.2 The Data Processor's security measures are further described in Sub-Appendix B.
6.3 The Data Processor shall provide documentation for the Data Processor's security measures if requested by the Data Controller in writing.

7. Data protection impact assessments and prior consultation

7.1 If the Data Processor's assistance is necessary and relevant, the Data Processor shall assist the Data Controller in preparing data protection impact assessments in accordance with article 35 of the GDPR along with any prior consultation in accordance with article 36 of the GDPR.

8. Rights of the data subjects

8.1 If the Data Controller receives a request for the exercise of a data subject's rights under the Applicable Law and the correct and legitimate reply to such a request necessitates the Data Processor's assistance, the Data Processor shall assist the Data Controller by providing the necessary information and documentation.
8.2 If the Data Controller requests the assistance of the Data Processor to respond to a data subject request, the Data Controller shall request so in writing and the Data Processor shall answer such a request with the relevant and necessary information and documentation as soon as possible and no later than 10 calendar days after the receipt of a request.
8.3 If the Data Processor receives a request directly from a data subject for the exercise of data subject rights under the Applicable Law and such request is related to the Personal Data, the Data Processor shall immediately forward the request to the Data Controller and must refrain from responding to the person directly.
8.4 If the Data Processor shall assist the Data Controller in providing a copy of the Personal Data regarding one or more defined data subjects under the GDPR, article 15(3) or article 20(1), the Data Processor shall provide such copies to the Data Controller in the following format(s): Personal data will be provided as .csv or .xls file formats.

9. Personal Data Breaches

9.1 The Data Processor shall give notice to the Data Controller if a personal data breach occurs, which can lead to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to the Personal Data (a "Personal Data Breach"). The Data Processor shall notify the Data Controller of a Personal Data Breach immediately and no later than 36 hours after being aware of the Personal Data Breach.
9.2 The Data Processor shall have and maintain records of all Personal Data Breaches. The records shall at a minimum include the following for each Personal Data Breach:

9.2.1 A description of the nature of the Personal Data Breach, including, if possible, the categories and the approximate number of affected Data Subjects and the categories of affected Personal Data.

9.2.2 A description of the likely as well as actually occurred consequences of the Personal Data Breach.

9.2.3 A description of the measures that the Data Processor has taken or proposes to take to address the Personal Data Breach, including, where appropriate, measures taken to mitigate its adverse effects.

9.3 The records of Personal Data Breaches shall be provided to the Data Controller in copy if so requested in writing by the Data Controller or the supervisory authority.
9.4 The Data Processor shall, on request, assist the Data Controller in drafting notification to the supervisory authority and/or the data subjects affected by the Personal Data Breach.

10. Documentation of compliance

10.1 The Data Processor shall on the Data Controller's written request hereof provide documentation substantiating the following:

10.1.1 The Data Processor complies with its obligations under this Data Processing Agreement and the Instruction.

10.1.2 The Data Processor complies with the Applicable Law in respect of the processing of the Personal Data.

10.2 The Data Processor's documentation in connection with section 10.1 shall be provided within reasonable time after the receipt of the request.
10.3 The data processor must, as documentation of ongoing compliance with the Data Processor Agreement, make self-assessment reports available to the Data Controller. These self-assessment reports must as a minimum be prepared once a year and must follow the principles and control objectives as set out in the audit standard ISAE3000 as prepared by the FSR-Danish Auditors and the Danish Data Protection Agency (or/and alternatively other internationally recognized standards such as the ISO/IEC 27701:2019). The self-assessment reports must be signed by the Data Processor's management. The Data Processor is not obligated to initiate and undertake external audits of its compliance with the Data Processing Agreement on its own initiative.
10.4 Notwithstanding section 10.3, the Data Processor shall allow for and contribute to audits, inspections, etc., to be conducted by the Data Controller, auditors mandated by the Data controller, or public authorities in Denmark or other competent jurisdictions, insofar such audits, inspections, etc. are necessary to verify the compliance of the Data Processor with this Data Processing Agreement and the Applicable Law. Any auditors performing said audit, inspections, etc. must have undertaken a duty of confidentiality either by written contract or by statutory law. The Data Controller shall notify the Data Processor 14 calendar days before such an audit. If an audit is carried out by a governmental authority directly at the Data Processor's premises and relates to processing activities performed on behalf of the Data Controller, the Data Processor must inform the Data Controller hereof and participate in and facilitate such audits.

11. Sub-Processors

11.1 The following shall apply for the Data Processor's engagement of third parties to process the Personal Data ("Sub-Processors"):
In accordance with GDPR, Art. 28(2), the Data Processor has general authorization to engage Sub-Processors without further written consent from the Data Controller provided that the Data Processor informs the Data Controller in writing of the identity of the potential Sub-Processor (and of any data processor of the Sub-Processor) at least 7 calendar days prior to entering into an agreement with the concerned Sub-Processor, thereby giving the Data Controller the opportunity to object to such changes. Such an objection must be reasonable. If the Data Controller has not objected to the named Sub-Processor within 7 calendar days of the Data Processors notification, the non-objection shall be deemed a tacit consent.
11.2 The Data Processor shall conclude a written sub-processor agreement with any Sub-Processor. Such an agreement shall at minimum provide the same data protection and security obligations as the ones applicable to the Data Processor in accordance with this Data Processing Agreement and the delivery of the Main Services. The Data Processor shall on an ongoing basis monitor and control it's Sub-Processors' compliance with such data protection obligations, and the documentation hereof shall be provided to the Data Controller if so requested in writing.
11.3 The Data Processor is accountable to the Data Controller for any Sub-Processor's processing of the Personal Data in the same way as for its own actions and omissions.
11.4 The Data Processor is at the time of entering into this Data Processing Agreement using the Sub-Processors listed in Sub-Appendix C. If the Data Processor initiates sub-processing with a new Sub-Processor, such new Sub-Processor shall be added to the list in Sub-Appendix C under paragraph 2.

12. Location of the Personal Data

12.1 The Personal Data shall only be processed by the Data Processor at the locations specified in Sub-Appendix A. The Data Processor shall not transfer the Personal Data to third countries or to international organisations in third countries.
12.2 Any transfer of the Personal Data shall only be done in accordance with this Data Processing Agreement, including the Instruction and the Applicable Law.

13. Remuneration and costs

13.1 The Data Processor is not entitled to remuneration for fulfilling its obligations under the Data Processing Agreement in addition to the payment already agreed upon in the Main Services.
13.2 The Data Processor is entitled to payment for the time and materials necessitated by and used to comply with any changes to the Instruction, when those changes are made by the Data Controller and are not a direct result of changes in Applicable Law. This includes implementation costs and increased costs for delivery of the Main Services.
13.3 If changes to the Applicable Law, including the interpretations and guidelines hereof, results in increased costs for the Data Processor, the Data Controller shall pay such additional documented costs for the Data Processor.

14. Breach and liability

14.1 The Data Processor is not liable for non-delivery or delay of the Main Services in so as its delivery will be in violation of the modified Instruction or delivery in accordance with the modified Instruction is

impossible. This may, for example, be the case, (i) where the modifications cannot be technically, practically or legally implemented, or (ii) where the Data Controller explicitly states that the modifications must apply before implementation is possible.
14.2 Liabilities and breaches of the Data Processor Agreement are subject to GDPR Art. 82 and the Main Services that regulates the business relationship between the Data Controller and the Data Processor.
14.3 The Agreement is subject to Danish Law regardless of what might follow from international private law. The Parties agree on excluding the application of the UN Convention on Contracts for the International Sale of Goods ("CISG").
14.4 Any dispute that may arise in connection with this Data Processing Agreement, including disputes concerning the existence or validity of the Data Processing Agreement, shall be settled by the Danish courts.

15. Duration

15.1 The Data Processing Agreement shall remain in force for as long time as the Data Processor processes the Personal Data.

16. Termination

16.1 This Data Processing Agreement shall remain effective for as long as the Data Processor processes Personal Data on behalf of the Data Controller.
16.2 The Data Processor may continue to process the Personal Data for up to three months after the termination of the Data Processing Agreement to the extent it is necessary and required under the Applicable Law and the Data Controller is notified hereof at the same time. In the same period, the Data Processor is entitled to include the Personal Data in the Data Processor's backup. The Data Processor's processing of the Data Controller's Personal Data in the three months after the termination of this Data Processing Agreement shall be considered as being in accordance with the Instruction.
16.3 At the termination of this Data Processing Agreement, the Data Processor and its Sub-Processors shall, at the Data Controller's choice, return or delete the Personal Data processed under this Data Processing Agreement, provided that the Data Controller is not already in possession of the Personal Data. At the Data Controllers' written request, the Data Processor shall delete all the Personal Data, except when EU-Member State legislation or national legislation stipulate otherwise. The Data Processor shall provide documentation for such deletion to the Data Controller upon request. The Parties must agree on the format and procedure for the return of the Personal Data. The Instruction on erasure and the retention periods for the personal data covered by the Data Processing Agreement are specified in Sub-Appendix A.

17. Additional regulations for processing personal data (Germany)[1]

17.1 As part of the overall contractual business relationship between the Data Controller and Data Processor, the patient data must be processed under professional secrecy, cf. § 203 (StGB). The Data Processor is committed to maintain confidentiality about professional secrets and to gain knowledge of the processed data only to the extent necessary to fulfill the tasks assigned to it. It is within the responsibility of the employee accessing the patient data to be aware of the personal data subject to the protection of §

[1] Reference to German Legislation (Verweise auf die deutsche Gesetzgebung, Abschnitt 17):

- Strafgesetzbuch (StGB)
- Strafprozessordnung (StPO)
- Gesetz gegen den unlauteren Wettbewerb (UWG)

203 (StGB). This must be clarified for the person responsible for the data processing.
17.2 The Data Processor ensures that all employees involved in the processing of the patient data on behalf of the Data Controller are subject to professional secrecy including the employees of sub-contracting parties for the data processing. This means that the employees of the Data Processor are committed not to undertake disclosure of confidential data without any authorization. Further, the possible criminal liability according to the Criminal Code Act (StPO) must be clarified for the employees performing the data processing. If violation of the Criminal Code Act occurs, the Data Processor is subject to the penalties in accordance with Section 203 (4), sentence 2, when confidential data and/or information is revealed, or when the authorized Data Processor cannot ensure that the 3rd party subcontractor was obliged to maintain confidentiality.
17.3 The Data Processor is advised that data processed on behalf of the Data Controller is subject to the right to refuse to give evidence to so-called 3rd parties, cf. Section 53a (StPO). According to § 53a (StPO), the Data Controller decides on the exercise of the right to remain silent. In the event of an inquiry, the Data Processor will refer to § 53a (StPO) and inform the Data Controller immediately. It is the Data Controller who decides whether to exercise the right to remain silent.
17.4 The Data Processor is advised that all confidential data in his custody is subject to the prohibition of confiscation, cf. Section 97 (2) (StPO). The data may not be released without the consent of the Data Controller. In the event of confiscation, the Data Processor will apply and immediately inform the Data Controller about the confiscation.
17.5 Furthermore, all employees of the Data Processor are obliged to comply with the duty to protect the business and trade secrets of the Data Controller and must be referred to as §17 UWG.

18. Contact

18.1 The contact information for the Data Processor and the Data Controller is provided in the agreement for the Main Services.

19. Accept

19.1 Both parties agree and guarantee that this Data Processing Agreement is entered into and accepted by persons that are authorised and have the necessary mandate to do so.

20. Signatures

20.1 The Data Processor is bound by the Data Processor Agreement without the Parties' signatures. The Data Processor Agreement is thus concluded without physical or digital signatures, as the Data Processor Agreement is an integrated part of the business-related ´contracts (Main Services). The Data Processor Agreements binding in accordance with the requirement of GDPR, article 28(3), first sentence.

Sub-Appendix A

1. Personal Data

1.1 The Data Processor processes Personal Data in connection with its delivery of the Main Services. The processed Personal Data includes, but is not limited to, the following types of Personal Data:
- Apex users: Name, address, telephone number, email, username, password, varying personal data that the customer or customers customer issues or registers without the Data Processor's active processing and identification thereof, IP address, information about the user's electronic device.

- Patients (1): Data upload of ECG recordings to Apex for analysis purposes (Holter report) of i) Patient id (*), ii) Patient (Title + Name + Surname + Date-of-birth + Gender + Pace-maker info) iii) Patient ECG recording (including recording start-time and the length of the recording), iv) Patient Holter report including a listing of the patient's heart arrhythmia's and suggested diagnosis as Decision Support Tool (DST)

(1) "Patient data" is assigned by the Data Controller. The Data Controller holds the key to link the "Patient data" to the identity of the patient.

2. Purpose

2.1 The Data Processor processes Personal Data with the following purposes:

- To enable an authorized medical officer with software application tools for cloud- based hosting, data storage and conduct software analytical applications to generate a Holter report with a suggested diagnosis of heart arrhythmias as Decision Support Tool (DST). It is the Authorized medical officer who assigns the final diagnose decision.

3. Data subjects

3.1 The Data Processor processes Personal Data on the following categories of data subjects on behalf of the Data Controller:

- 3.1.1 Employees of the customer
- 3.1.2 Patients subject to long term ECG monitoring via the C3+ Holter Monitor (50002)

4. Processing activities

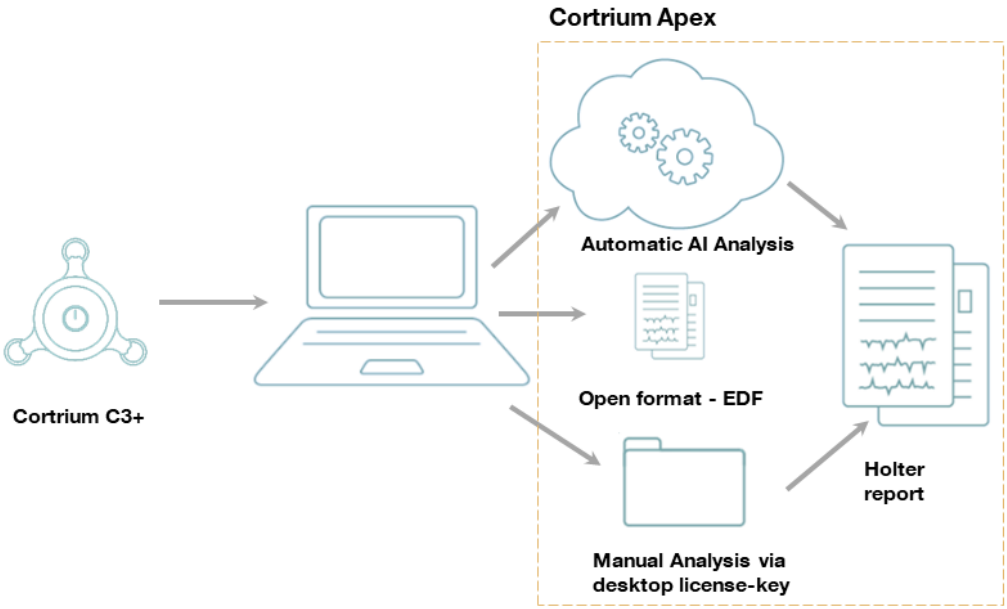
4.1 The Data Processor processes the Personal Data by performing the following processing activities:

- Cortrium Apex (1): Cloud-based storage and processing of software analytical applications to generate a Holter report with a suggested diagnosis of heart arrhythmias as Decision Support Tool (DST). It is the Authorized medical officer who assigns the final diagnose decision.

  (1) Cortrium Apex is a Cortrium in-house developed software application intended for cloud processing and storage of data from C3+ Holter Monitor (50002). Cortrium Apex is managing user access to the cloud-based processing system and storage via a locally desktop installed Cortrium Apex client.

Cortrium Apex allows the Data Controller (user) to set-up the Cortrium C3+ Holter Monitor for usage on a patient. The data flow is summarized in table 1.

Table 1: Cortrium C3+ data flow



When the patient returns with an ECG recording of up to 7 days, the resulting ECG recording along with a patient record can be uploaded to the Cortrium Apex cloud services for storage and analysis (Holter report) or for converting ECG data to a data format that can be used with 3rd party providers of licensed-based software applications for Holter report generating handled by a medical officer on local computer hardware. No matter which service applied, the patient information, ECG recordings and any other related data entered on Cortrium Apex are stored and transmitted encrypted.

The cloud-based AI analytics generates a Holter report based on the transferred ECG data with an overview of detected heart arrhythmia's and suggested diagnosis as a Decision Support Tool (DST). It is the authorized medical officer's final decision either to accept or reject the suggested diagnosis. When processed for cloud-based analytics, the ECG data is encrypted.

5. Locations

5.1 The Data Processor shall process the Personal Data at the following locations:
5.1.1 Cortrium Apex users (employees and patient ECG data and id, cf. 3.1.1 & 3.1.2)
- Server: Microsoft Azure
- Location: Germany West Central (Frankfurt am Main)

5.1.2 Cortrium Apex users via AuthO authorization and authentication (employees id, cf. 3.1.1)
- Server: Amazon Web Services (AWS)
- Location: EU-region

5.1.3 Cardiomatics report generating conducted via Cortrium Apex or other applications:
- Server: Amazon Web Services (AWS)
- Location: Frankfurt am Main, Germany, Region: EU-central-1, EU-Frankfurt

5.2 Cortrium is to be held liable that all data upload from Data Controller is stored on German

servers. Access to data on the German server can only be performed by authorized personnel of the Data Controller and the Data Processor including Sub-Data Processors in compliance with GDPR (EU/2016/679).

6. Instruction about erasure and retention periods

6.1 The Data Processor is subject to the following instruction about erasure and retention periods for the personal data:

- Cortrium Apex: Cortrium Apex allows for access to ECG recordings on the Cortrium C3+ Holter Monitor. The medical officer is in full control and can delete ECG recordings previously uploaded in accordance with the physician's or the clinic's own erasure of personal data policy. When the ECG recordings are processed for cloud-based analytics, the retention period on Cortrium Apex is ten years from upload time. After ten years, the patient id is decoupled the ECG data processed to the cloud. As a consequence, the medical officer can no longer request a copy of the generated Holter report.

Cortrium reserves the right to the ECG recordings and analysis reports may be kept for research and development purposes until decided by Cortrium management to erase the data. All ECG data used for research and development purposes will be transferred to a development environment as data without any patient attributable in accordance with the company's security policy.

Sub-Appendix B

1. Introduction

1.1 This description of the technical and organisational security measures (the “Description of Security Measures”) is prepared to demonstrate the Data Processor’s established security measures, implemented in accordance with article 32 of the GDPR or security measures to be established before the processing of the Personal Data.

2. Organisational security

2.1 The Data Processor has implemented the following organisational security measures:
2.1.1
a) All employees of the Data Processor are subject to confidentiality obligations that apply to all processing of Personal Data.
b) Employee access to premises and personal data in the company IT systems is limited, so employees only have access to the relevant and necessary personal data.
c) The processing of Personal Data done by the employees of the Data Processor is logged and can be checked as required.
d) Employees document and report any risks as a result of security breaches when necessary.
e) The Data Processor has documentable process descriptions for the processing of Personal Data.
f) The Data Processor has an IT security policy.
g) The Data Processor has established procedures that ensure proper deletion or continuous confidentiality when hardware is repaired, serviced or disposed.

3. Technical and logical security

3.1 The Data Processor has implemented the following technical and logic security measures:
3.1.1

a) The Data Processor uses logical access control with username and password or other unique authorization.
b) The Data Processor regularly makes backups.
c) The Data Processor encrypts personal data in systems and/or on devices.
d) Personal data is pseudonymized when relevant and under consideration of the processing nature.
e) The Data Processor's websites and web forms uses SSL certificates/HTTPS (Hyper Text Transfer Protocol Secure).
f) The Data Processor uses firewall that is updated regularly.
g) Cortrium Apex: The Data Processor has implemented Auth0 user authentication and user authorization for providing single sign-on (SSO) for customers access to ECG data upload and storage.

4. Physical security
4.1 The Data Processor have implemented the following physical security measures:
4.1.1
a) The Data Processor's devices (including PCs, servers, etc.) are secured behind locked doors
b) The Data Processor's premises and facilities or access routes are subject to video or image monitoring.
c) The Data Processor uses alarm systems to detect and prevent burglary.
d) The Data Processor uses fire alarms and smoke detectors to detect and prevent fires.

Sub-Appendix C
1. Approved Sub-Processors
The following Sub-Processors shall be considered approved by the Data Controller at the time of entering into this Data Processing Agreement on the terms of this Data Processing Agreement and the Applicable Law:
1.1 Cardiomatics Sp. z o.o.
Address: Wojciecha Weissa 7, 31-339 Krakow, Poland Company Reg. no: PL 677 238 95 21
Phone: +48 790 261 534
Email: contact@cardiomatics.com Web: www.cardiomatics.com

Sub-data processor is performing the ECG AI software analytics with suggested diagnosing presented within the Holter report as Decision Support Tool (DST). It the medical officer's responsibility to assign the diagnosis.

1.2 Auth0 Inc.
Address: 10800 NE 8th Street, Suite 700, Bellevue, WA 98004, U.S.A.

Sub-data processor is processes customer's employee data such as names, e-mail and IP addresses, phone numbers for customers access to Cortrium Apex. For the avoidance of any doubts, the sub-data processor does not process and patient attributable data, nor does the sub-data processor process any customer data for users of Cortrium Data Transfer Tool. All data processed is encrypted.

1.3 Microsoft Azure
Address: One Microsoft Place, South County Business Park, Leopardstown, D18 P521 Dublin, Ireland.

Sub-data processor processes data for ECG software analysis performed by Cardiomatics. When data is processed for analysis via the sub-data processor, all data including patient attributable data and ECG data is encrypted.

2. New Sub-Processors

2.1 New Sub-Processors may be used by the Data Processor by adding and updating these in a separate document in continuation of this Sub-Appendix C, which shall be informed the Data Controller respectively in accordance with Clause 11 of Data Processor Agreement and with article 28(2) of the GDPR.