

Savics SPRL Terms of Service v1.2

Last Updated: January 16th, 2018

PLEASE READ THIS DOCUMENT CAREFULLY.

Savics SPRL ("Savics," "we," or "us") offers electronic data collection, data transfer, data backup, data edition, data analysis, reports, desktop, portable devices and online applications through the DataToCare software and other forthcoming software (collectively, the "Savics Service").

By using the Savics Service in any way, you accept these Terms of Service ("Agreement"), which forms a binding agreement between you and Savics. If you do not wish to be bound by this Agreement, do not use the Savics Service nor the DataToCare software or any other software developed by Savics.

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1. License to Use the Savics Service

LICENSE: Savics grants you a limited, non-exclusive license to access and use the Savics Service for non-commercial purposes. This includes the right to view and share with a third party the content available on the Savics Service. This license is provided to the organization you represent legally and may not be assigned or sublicensed to anyone else.

COMMERCIAL USE: You may not use the Savics Service for commercial purposes unless you are authorized to do so by Savics. All authorizations must be covered by a commercial agreement signed by you and Savics.

RESTRICTIONS: Except as expressly permitted by Savics in writing, you will not reproduce, redistribute, sell, create derivative works from, decompile, reverse engineer, or disassemble the Savics Service (or part of it) outside of your organization. Nor will you take any measures to interfere with or damage the Savics Service. All rights not expressly granted by Savics are reserved.

2. Privacy

Your privacy rights are set forth in our Privacy Policy, which forms a part of this Agreement. Please review the Privacy Policy to learn about:

What information we may work with;

What we use that information for; and

With whom we share that information.

3. Tools use

DATA and REPORTS: The Savics service includes among others the collection, encryption, transfer, decryption, storage, reading, analysis, edition of data and the creation of reports. Savics grants you a non-exclusive, non-transferrable, royalty-free perpetual right license to use these reports for any non-commercial purposes. You may not use these reports for any commercial purpose. The data collected, transferred, stored or analyzed remains the property of the organization responsible for its collection. All reports and their contents are the property of Savics.

CONSEQUENCE OF USE: You will use the Savics reports, analysis and suggestions to convey messages to third parties. Savics cannot be taken responsible for any consequence of the decisions that will be made based on the conclusion you will draw with the third party based on the Savics reports and other information provided. Savics is not liable for any interpretation from your part or from any third party for the reports we provide. Savics cannot be taken responsible for any wrong diagnosis of your sickness, any wrong administration of medicament or related drugs based on the data or information we collected, transferred, stored or provided to you.

PUBLICATION RESULTS: Communications and publications of reports relating to the work produced under this agreement are authorized only with the prior written agreement of the other Party (exception made for statistical data), which, in the event of opposition thereto, shall be required to justify in writing the actual grounds for withholding communication. If, within two months of a request by one of the parties to issue a scientific communication, the other party has not stated its position in this matter, its consent shall be deemed to have been obtained.

RETURN OF DOCUMENTS AND MATERIALS: The parties hereby agree that all Confidential Information, in whatever form, disclosed or made available by a Party or agreements made by or in the other Party's possession, custody or control (and all copies thereof) shall be either returned to the Party or destroyed in accordance with the agreement of the Parties (subject to any retention requirements under applicable

law), upon the expiry of this Agreement. Should either Party so require, a duly authorized officer of the other shall certify that the provisions of this section have been complied with.

4. Licenses Granted by You

With the Savics Service, you collect, transfer and forward data to databases or connect various databases. When doing so, you irrevocably hereby assign to Savics all rights to work with the data ("the Assigned Rights") including related rights in relation to and arising from the Materials, free from all encumbrances, throughout the world, for the full-unexpired period of such rights. For the avoidance of doubt, Savics will be entitled to use the Assigned Rights at its discretion to the extent permitted by applicable laws and by the Savics Privacy Policy.

You warrant and represent that (i) the Materials will be original data collected by You or your organization, (ii) the Materials will not infringe third party rights (including personal data rights); You shall obtain all third party rights releases which are necessary for Savics to peacefully use the Materials according to these Terms, and (iii) You will defend, indemnify and hold Savics harmless from and against any and all claims, damages, liabilities, costs and expenses, including but not limited to reasonable attorneys' fees arising out of any breach of any of the foregoing warranties, representations and obligations.

Covenants concerning location of the Confidential Data:

(i) The parties agree that Savics will install hardware in your premises to store the Confidential Information, to transfer the Confidential Information from one site to another and to allow Savics' employees to access the Confidential Information to process it under the Savics service.

(ii) You agree to provide and secure remote access of Savics to this hardware.

(iii) When your organization provides personal information through the Savics Service, the information may be sent to servers located in Belgium and other countries around the world, as per defined in the scope agreement above.

5. Your Representations and Warranties

For each piece of data that you submit, you represent and warrant that: (i) you have the right to submit the data to Savics and grant the licenses set forth above; (ii) Savics will not need to obtain licenses from any third party or pay royalties to any third party; (iii) the data content does not infringe any third party's rights, including intellectual

property rights and privacy rights; and (iv) the data content complies with this Agreement and all applicable laws.

6. Content Restriction

You may not use the Savics Service to, or provide Savics with collected, transferred, stored data (collectively, "content") that infringes any third party's rights (e.g., privacy rights, copyrights, etc.).

7. Indemnification

You will indemnify, defend, and hold harmless Savics and its affiliates, directors, officers, employees, consultants and agents, from and against all third party actions that: (i) arise from your activities on the Savics Service; (ii) assert a violation by you of any term of this Agreement; or (iii) assert that any content you submitted to Savics violates any law or infringes any third party right, including any intellectual property or privacy right.

8. Disclaimers

Savics reserves the right to modify the Savics Service. You are responsible for providing your own access (e.g., computer, mobile device, Internet connection, etc.) to the Savics Service. Savics has no obligation to screen or monitor any content and does not guarantee that any content available on the Savics Service complies with this Agreement or is suitable for all users.

Savics provides the Savics Service on an "as is" and "as available" basis. You therefore use the Savics Service at your own risk. Savics expressly disclaims any and all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, non-infringement, and any other warranty that might arise under any law. Without limiting the foregoing, Savics makes no representations or warranties:

That the Savics Service will be permitted in your jurisdiction;

That the Savics Service will be uninterrupted or error-free;

Concerning any data submitted by any third party;

Concerning any third party's use of data that you submit;

That Savics will continue to support any particular feature of the Savics Service; or
Concerning sites and resources outside of the Savics Service, even if linked to from
the Savics Service.

To the extent any disclaimer or limitation of liability does not apply, all applicable
express, implied, and statutory warranties will be limited in duration to a period of
thirty (30) days after the date on which you first used the Savics Service, and no
warranties shall apply after such period.

9. Limitation of Liability

To the fullest extent permitted by law: (i) Savics shall not be liable for any direct,
indirect, incidental, special, consequential, or exemplary damages, including but not
limited to damages for wrong diagnosis, loss of profits, goodwill, use, data or other
intangible losses; and (ii) Savics's total liability to you shall not exceed the amounts
paid by you to Savics over the twelve (12) months preceding your claim(s).

10. General Provisions

GOVERNING LAW: This Agreement shall be governed by the laws of Belgium, without
regard to principles of conflicts of law. The Uniform Commercial Code, the Uniform
Computer Information Transaction Act, and the United Nations Convention of Controls
for International Sale of Goods shall not apply.

DISPUTES: Any action arising out of or relating to this Agreement or your use of the
Savics Service must be commenced in Belgium (and you consent to the jurisdiction of
those courts). In any such action, Savics and you irrevocably waive any right to a trial
by jury.

INTERPRETATION; SEVERABILITY; WAIVER; REMEDIES: Headings are for
convenience only and shall not be used to construe the terms of this Agreement. If any
term of this Agreement is found invalid or unenforceable by any court of competent
jurisdiction, that term will be severed from this Agreement. No failure or delay by
Savics in exercising any right hereunder will waive any further exercise of that right.
Savics's rights and remedies hereunder are cumulative and not exclusive.

SUCCESSORS; ASSIGNMENT; NO THIRD PARTY BENEFICIARIES: This Agreement is
binding upon and shall inure to the benefit of both parties and their respective
successors, heirs, executors, administrators, personal representatives, and permitted
assigns. You may not assign this Agreement without Savics's prior written consent.
No third party shall have any rights hereunder.

NOTICES: You consent to receive all communications including notices, agreements, disclosures, or other information from Savics electronically. Savics may provide all such communications by email or by posting them on the Savics Service. You may send notices of a legal nature to Savics at [legal\[at\]savics\[dot\]org](mailto:legal@savics.org) or the following address:

Savics SPRL

29, Place Saint Job

1180 Brussels

Belgium

Nothing herein shall limit Savics's right to object to subpoenas, claims, or other demands.

MODIFICATION: This Agreement may not be modified except by a revised Terms of Service posted by Savics on the Savics Site or a written amendment signed by an authorized representative of Savics. A revised Terms of Service will be effective as of the date it is posted on the Savics Site.

ENTIRE AGREEMENT: This Agreement incorporates the following documents by reference:

Privacy Policy

This Agreement constitutes the entire understanding between Savics and you representing your organization concerning the subject matter hereof and supersedes all prior agreements and understandings regarding the same.

END OF DOCUMENT.

Have a nice day.

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