

SPECIFIC CONDITIONS OF AVAILABILITY AND USE HEALTH INSTITUTIONS

fHEALICO (hereinafter « **HEALICO** ») is a software edited by LABORATOIRES URGO, a simplified joint stock company, registered in the Trade and Companies Register of DIJON under number n°433 842 044et whose registered office is 42 rue de Longvic 21300 CHENOVE, (hereinafter « **URGO** »).

1. Purpose

The present Specific Conditions of availability and use (hereinafter « **SCU** ») govern the terms and conditions for making HEALICO available to Institutions and for its use by Users, and thus supplement the General Terms and Conditions of Use (hereinafter the « **GTC** ») set out in Appendix 1.

All provisions of the GTC that are not in conflict with those of the SCUs shall remain applicable. In the event of any contradiction between the provisions of these SCU and those of the GTC, the former shall prevail over the latter.

2. Definitions

In the present SCU the terms identified by a capital letter have the following meaning or, in the case of terms not mentioned below, the meaning specified in Article 1 of the GTC:

« **Anomaly** » refers to a reproducible and documented malfunction by the Institution of all or part of HEALICO's functionalities that prevents HEALICO from operating correctly.

« **Blocking Anomaly** » refers to any Anomaly that makes it impossible to access the Patient's file.

« **Non-Blocking Anomaly** » means any Anomaly that (i) interrupts or prevents the correct operation of HEALICO without such interruption or prevention being significant and rises to the level of a Blocking Anomaly or (ii) disables one or more non-essential features of HEALICO.

3. License

All rights, titles and interests relating to HEALICO, including associated intellectual property rights (including, without limitation, all copyrights, patent rights, database rights, trademarks, and any other existing or future French and international intellectual property rights) are the exclusive property of URGO or third parties having authorized URGO to use them.

SCU and GTC do not grant to the Institution any right or interest in HEALICO save for a limited right to access and use of HEALICO under the conditions defined below.

URGO grants the Institution, for the duration of HEALICO's use, worldwide, royalty-free, non-exclusive, non-transferable license to access and use HEALICO. Institution may sublicense its rights to Users authorized by the Institution who need to access HEALICO in order to perform their healthcare functions.. The Institution undertakes to use (and to procure that Users use) HEALICO solely and strictly within the limits authorized by the GTC and SCU.

The Institution further undertakes not to perform one or more of the following acts, nor to allow or authorize the User to perform one or more of the following acts without the prior written consent of URGO: (i) reproduce and/or exploit HEALICO, in whole or in part, in any form and by any means whatsoever; (ii) copy, modify, translate, adapt, assemble, decompile, alter, sell, rent, lease, loan, broadcast, distribute or transfer HEALICO; (iii) create derivative works from HEALICO or allow to bind

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or to incorporate all or part of one or more elements of HEALICO into other works; (iv) attempt in any way to obtain HEALICO's source codes in whole or in part; or (v) knowingly transmit or upload any data or material that contains viruses, spyware, Trojan horses, worms or other harmful elements or causes cyberbreaches.

Any breach of the above undertaking constitutes a violation of the intellectual property or other rights of URGO and/or third party licensors and may result in civil and/or criminal proceedings.

This license is concluded on an *intuitu personae* basis. In this respect the Institution may not assign, delegate or transfer by any means whatsoever the rights or obligations to which it is bound under this license without the prior written consent of URGO.

4. Provision of HEALICO

Access to HEALICO by the Institution

URGO makes HEALICO available to the Institution free of charge by providing the Institution Users their personal authentication details (accounts) in response to a provided list of Users' emails, surname and last name. The Users must keep these authentication elements confidential and undertakes not to disclose them to third parties for any reason, in any way and in any form whatsoever. In the event of loss, omission or theft of its authentication details, the User shall inform URGO without delay, by e-mail to the following address techassist@healico.uk. URGO shall suspend User's access to HEALICO and send new authentication details to the User.

Under no circumstances shall URGO be liable for the loss or theft of authentication details by the User or any use of HEALICO by a third party using such authentication details. The User is solely responsible for any liability related to the access and use of HEALICO with its authentication details whether by User or third party.

5. Availability of HEALICO

URGO shall use reasonable efforts to ensure that HEALICO is available to Users at least 95% of the time.

In calculating when HEALICO is deemed "unavailable", only Blocking Anomalies shall be taken into account. Any time that HEALICO is not available to Users due to: (i) scheduled maintenance operations for which the Institution has been notified in advance; (ii) interruption, disconnection or malfunction of the Institution's Internet access networks and/or systems; (iii) failure of the Institution's equipment, including any computer hardware, software or other equipment; (iv) malicious intrusions by third parties into the Institution's computer systems and networks (including hardware and software); (v) transmission of viruses or other harmful elements on the Institution's computer systems and networks (including hardware and software); and/or (vi) a case of force majeure, shall not be taken into consideration when calculating the availability of HEALICO as described above or constitute a breach of the SCU and/or GTC by URGO and URGO shall have no liability in respect of unavailability of HEALICO for these reasons.

For the avoidance of doubt, Institution shall be solely responsible for protecting its computer systems and networks (including hardware and software) against viruses, spyware, Trojan horses, worms or other harmful elements and cyberbreaches.

6. Corrective maintenance

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URGO will provide corrective maintenance for HEALICO and use reasonable efforts to ensure its proper functioning. In the event of discovery of an Anomaly by the Institution (howsoever discovered), the Institution must notify it to URGO without delay by email to the following address: techassist@healico.uk. To be processed, the Anomaly must be precisely described by the Institution which must be able to give any relevant documentation.

Whatever the nature of the Anomaly, URGO undertakes to respond within 2 business days of receipt of such notice, and will use its best efforts to correct the Anomalies with the least possible disruption in the access and use of HEALICO by the Institution and the Users.

The response given within 2 business days will specify:

- Either the procedure to follow in order to correct the Anomaly;
- Or, in the event that the correction of the Anomaly would require a specific development, the time frame needed to resolve the said Anomaly.

In any event, the method of treating the Anomaly will be at URGO's discretion and may take the form of a program correction, the provision of a workaround solution or any other means to avoid the reproduction and repetition of the Anomaly concerned.

Notwithstanding the foregoing, URGO shall have no liability whatsoever, and shall be under no obligation to resolve, any Anomaly or other issue which results from: (i) improper use of HEALICO; (ii) breach of the SCU and/ or GTC ; and/or (iii) a third party computer program used in conjunction or combination with HEALICO; (iv) any other intervention in the operation of the HEALICO, in each case by the Institution, a User or a third party (as applicable) which has not previously been authorized in writing by URGO.

7. Institutions' obligations

The Institution warrants and undertakes that:

- it will only allow Users to access HEALICO and no other employees or consultants of the Institution.
- no decision rendered by a disciplinary body or by any competent authority in the context of the Institution's, User's professional activities, nor any court decision, prevents the exercise of the professional activity and that no professional and/or ethical rule to which the Institution, the User are bound by under the Applicable Law prevents them from using HEALICO in the context of their professional activity.
- the Institution and Users shall only use HEALICO within the strict framework of the exercise of their professional activity, and more generally in compliance with the Applicable Law and the Regulations applicable to the protection of personal data.

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APPENDIX 1: GENERAL TERMS AND CONDITIONS OF USE

HEALICO (hereinafter « **HEALICO** ») is a software edited by the company LABORATOIRES URGO, a simplified joint stock company, organized under French law and registered in the trade and company register of DIJON under number 433 842 044, whose registered office is 42 rue de Longvic 21300 CHENOVE, (hereinafter « **URGO** »).

The purpose of the present general terms and conditions of use is to set forth the terms and conditions of access and use of HEALICO provided to the User by URGO, and the rights and obligations of the Institution and the Users in the frame of this provision.

HEALICO application is intended to be used by the Users solely and strictly in the frame of their professional activity whatever the place of their practice.

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Article 1. Definitions

In the GTC, the terms identified below by a capital letter have the following meanings, whether they are used in the singular or plural:

"Affiliates" means any company, which is directly or indirectly, controlling a company, controlled by a company, or under common control with a company. **"Control"** means holding directly or indirectly, a majority of share capital or voting rights of a company.

« **GTC** » means the relevant general terms and conditions of use.

« **Healthcare Data** » means the only data related to the Patient that is necessary for the care provided by User in the course of his/her professional activity, namely personal data (including health data) collected by the User in the course of the provision of health care services in the frame of User's professional activity.

« **Institution** » means any healthcare establishment, any health center, and in general, any institution providing patient care, whatever its legal form, which employs or contracts the User to practice his/her profession as an employee or consultant, and which makes HEALICO available to the User in the exercise of their profession.

« **Applicable Law** » means any laws, regulations, professional and ethical rules, good practices and recommendations in force, in the Institution's and/ or User's place of professional practice (as applicable), and applicable to the Institution and/or User in the context of his/her professional activity.

Patient » means the patient to whom the User provides care intended for the follow-up and management of a wound and whose Healthcare Data is collected by the User during such care in the course of his/her professional practice.

« **Privacy Policy** » means the privacy policy of HEALICO available in HEALICO application.

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« **User** » means any healthcare professional (including a nurse) with authorization to treat and monitor wounds, employed or otherwise engaged by an Institution, as an employee of this Institution, and using HEALICO put at his/her disposal with approval of the Institution.

« **User Manual** » means the HEALICO User Manual including instructions to inform the User of the intended use and the good use of HEALICO available on User's profile on HEALICO.

« **Data Protection Regulation** » means any regulation on privacy and data protection and, in particular, but without being limited thereto by the Regulation (EU) N°. 2016/679 of 27 April 2016 called "General Data Protection Regulation" ("GDPR") and all legislation and regulation implementing it, including the French Data Protection Law N°. 78-17 of 6 January 1978, as modified by Law N°. 2018-493 of 20 June 2018 called « French Data Protection Act » and the United Kingdom Data Protection Act 2018.

Article 2. Description of HEALICO

2.1. Purpose of HEALICO

HEALICO is an application for health professionals, in particular but not limited to the nursing profession.

URGO intends HEALICO to be used during the treatment and the follow-up of wounds.

2.2. Support for the use of HEALICO

To support the User for using HEALICO, a User Manual is provided by URGO which can be accessed on the User's profile on HEALICO.

The User can also ask:

- Technical questions about HEALICO at the following email address: techassist@healico.uk.
- Other requests about HEALICO at the following email address: contact@healico.uk.

Article 3. Acceptance of the GTC

The GTCs form a contract between the Institution, the User and URGO. Institution shall procure that all Users comply with the terms of the GTC and CSU, the User Manual and Privacy Policy and Institution shall be liable for the acts and omissions of the Users as if they were its own acts or omissions under the GTC and CSU. Institution and Users acknowledges and agrees that access to HEALICO requires express and unreserved acceptance of the GTC. In addition to the Institution entering into these GTC (including the CSU), each User will be required to accept the GTCs (as described below). Failure to accept the GTC by a User shall render User's access to and use of HEALICO impossible.

Acceptance is processed in the following way:

- The first time the User connects up to HEALICO, User will access a page "Terms and conditions" on which the User will be able to read the GTC by clicking on "Terms and Conditions" and accept it by clicking on "I agree" or refuse it by clicking on "I decline". By clicking on "I agree", the User acknowledges that he/she has read the GTC and understood them, and unreservedly accepts all their provisions without restriction. By clicking on "I decline", the User won't be able to access HEALICO.

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The User is informed that the current version of the GTC in force may be accessed from the home page or the menu when User is connected to HEALICO. That current version will automatically apply to the Users with respect to their direct contractual relationship with URGO as Users of HEALICO. In the event that the GTCs are updated or modified, a User's access to HEALICO and its use will be subject to a new acceptance by the User of the modified GTCs. For the avoidance of doubt, notwithstanding the foregoing, the GTCs shall be the terms which shall apply to the Institution unless Institution is notified otherwise by URGO.

In the event that one of the provisions of the GTC is invalid due to a change in legislation or regulations or declared as such by a final court decision, this shall not affect the validity and compliance of the other provisions of the GTC.

Institution acknowledges and agrees that by Users accepting the GTCs within HEALICO, the Users undertake to use HEALICO in compliance with the GTC, User Manual, and Privacy Policy. For the avoidance of doubt, in the event that a User breaches the terms of those GTCs, User Manual and Privacy Policy, this shall constitute a breach of the User's contractual arrangement with URGO which User shall be liable for and also constitute a breach of the Institution's obligations under this article of this Agreement for which it shall be liable.

Article 4. Access to HEALICO

4.1. Provision of HEALICO by URGO

Access to HEALICO is subject to downloading it via the Google Play store and/or Apple App Store.

The User downloads HEALICO directly to a smartphone.

HEALICO is provided by URGO free of charge, however mobile network operators may charge to access HEALICO and charges may vary if used abroad.

4.2. Creation of the account

Access to HEALICO needs the creation of an account. User's account is created in the following two ways:

- First, User's account is created by User by providing their email address or Apple/ Google ID. In the case where User creates its account with an email address, User will then receive a confirmation of the creation of his/ her account, containing a secure code to be entered in HEALICO). If not, User's account will be automatically created.
- Then, the User has the possibility to authenticate its healthcare professional status by URGO or with the "MEDOK" in order to have a full access to HEALICO, by providing information required by URGO or MEDOK to verify that the User is a healthcare professional. After validation of User's account by MEDOK or URGO, User will receive a confirmation of the creation of his/ her account and will have full access to HEALICO. In the case where the User doesn't authenticate its healthcare professional status with MEDOK solution, the User will only have a restricted access to HEALICO and won't be able to share its patient data with others User.

The User and/ or Institution undertake to obtain and maintain accurate, up-to-date and complete information, about Users. Under no circumstances shall URGO be held liable in the event of any delay or impossibility of providing access to HEALICO due to incorrect or incomplete information provided by Institution and/ or Users.

4.3. Confidentiality of the authentication details

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The authentication details of the User (email address, IDs and secure code) are personal and confidential. The User undertakes to keep these authentication elements and not to disclose them to third parties for any reason, in any way and in any form whatsoever.

In the case where the User quit HEALICO, the User will have to use his/ her device PIN code or face/touch ID to have access again to HEALICO. URGO doesn't have access to Users' PIN code, or face/touch ID.

In the event of loss or theft of authentication details, the affected User shall inform URGO without delay, by e-mail at the following address contact@healico.uk, so that a new authentication details are provided for such User.

In no case, shall URGO be liable for the loss or theft of the User's authentication details, or any use of HEALICO with its User's authentication details. The User is solely responsible for any liability related to the access and use of HEALICO with its authentication details.

4.4. Minimum configuration requirements

The access to HEALICO requires that the User has a Smartphone using a high-speed connection and an android version 8 or 10 at least, and/or an IOS version 13 or 14, a high-speed Internet connection and a web browser, in their latest or penultimate version (N0, N-1) existing on the day of creation of the User account or his/her first connection to HEALICO.

URGO shall have no liability whatsoever in respect of any hardware, software, computer systems and networks or other equipment or infrastructure (or any costs associated with the same) required to be able to access and/or use HEALICO. All costs relating to access and use of HEALICO are the sole responsibility of the Institution. The Institution is solely responsible for the proper functioning of its hardware, software, computer systems and networks or other equipment or infrastructure (including those used by Users to access HEALICO). The Institution is solely responsible for: (i) the protection of hardware, software, network connections, systems or other infrastructure against viruses, spyware, Trojan horses, worms or other harmful elements or cyberbreaches; (ii) obtaining and implementing security updates of operating systems; and (iii) obtaining and implementing anti-virus installations, in each case which are used by the Institution or Users to access and use HEALICO.

4.5. Availability of HEALICO

URGO shall use reasonable efforts to make HEALICO available 24 hours a day, 7 days a week, all year round, subject to: i) the occurrence of a case of force majeure or an event beyond the control of URGO; ii) interruption, suspension or limitation as part of corrective or progressive maintenance operations necessary for the proper functioning of HEALICO.

Notwithstanding the foregoing, URGO may interrupt, suspend or limit access to all or part of HEALICO for any reason, in particular due to legal or technical constraints.

The User and/ or Institution expressly acknowledges that the aforementioned suspensions, interruptions or limitations of availability may occur at any time without notice and shall not give rise to any obligations or compensation for the benefit of the User or the Institution

Article 5. Use of HEALICO

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5.1. Undertakings and warranties of the User

HEALICO is an application designed for use by health professionals only.

In this respect, the User represents, warrants, and undertakes that:

- (a) User has all the rights, titles, powers, and authorization necessary and that User has completed all the formalities required exercising his/her profession in compliance with the Applicable Law, and that User therefore complies with the legal conditions for exercising his/her profession in accordance with the Applicable Law.
- (b) the User shall maintain, and renew if necessary, during the entire period of use of HEALICO, the steps required by the Applicable Law to lawfully exercise his/her profession.
- (c) there is no professional and/or ethical rule to which User is subject pursuant to the Applicable Law which prevents User from using HEALICO in the context of his/her professional practice.
- (d) no decision rendered by a disciplinary body or by any authority having competence in the context of his profession, nor any court decision, shall prevent User from exercising his/her professional activity.
- (e) User acts as a health professional, in the context of his/her professional duties and for the needs of his/her professional activity. In this respect, User undertakes to use HEALICO exclusively for the purposes of this activity.
- (f) User shall use HEALICO in compliance with Applicable Law, and in particular, without being limited thereto, in compliance with the rights of the Patient guaranteed by Applicable Law such as the right to respect the confidentiality of Health Data, the right to respect medical secrecy, and the respect of rules relating to shared secrecy medical and/or the transmission of Healthcare Data to persons authorized under Applicable Law.
- (g) User shall process personal data in the context of the use of HEALICO undertakes to comply with the provisions of Article 10 below.
- (h) to its knowledge, none of the hardware, software, computer systems and networks or other equipment or infrastructure used by Institution or User contain any viruses, spyware, Trojan horses, worms or other harmful elements or components which might affect HEALICO.

5.2. Prohibited behaviours

It is strictly forbidden using HEALICO in the following purposes:

- the exercise of illegal, fraudulent activities or activities that infringe the rights or safety of the Patient or third parties;
- the breach of public order or the violation of the Applicable Law;
- aiding or abetting, in any form and by any means, one or more of the acts and activities described above;
- and more generally any practice than those for which it was designed.

URGO may suspend any access and, if necessary, terminate the User's access to HEALICO in the event of non-compliance with this Article, without prejudice to any damages that URGO may claim.

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5.3. Use of HEALICO's secure messaging

The User can use a messaging service ("Chat") within HEALICO, accessible through the "Team" tab of the Patient file concerned.

The User agrees to use the Chat only as part of his professional activity related to HEALICO, namely for the care and / or follow-up and management of the wounds of the Patient concerned.

HEALICO's Chat is only accessible to HEALICO Users who are intended to take charge of and / or monitor wounds of the same Patient. It allows facilitating exchanges between said Users and thus improving the management and / or follow-up of the Patient's wounds.

The User agrees to use the messaging system in accordance with the professional, ethical and legal obligations applicable to her/him due to his status as a health professional. The User undertakes in particular to provide in the messaging only the information necessary for the management and / or monitoring of the wounds of the Patient concerned, and not to transmit any information relating to Patients other than the Patient concerned.

The User agrees not to transmit, within the messaging, information that could be used to make decisions for therapeutic or diagnostic purposes.

Article 6. Warranties

URGO warrants the physical and logical security of the server(s) on which HEALICO is hosted. URGO shall use reasonable efforts to implement necessary measures to ensure the integrity of the network and servers on which HEALICO is hosted against any external malicious act or known computer attack.

URGO accepts no liability whatsoever for the integrity, accuracy, completeness, timeliness or other quality of the Healthcare Data entered and disseminated by the User in HEALICO. The User is solely liable for the quality of the Healthcare Data that is entered and which is disseminated in HEALICO.

URGO doesn't grant any other express or implied warranties, including, but not limited to, the non-infringement of third party rights, the continuity, performance and/or durability of HEALICO and/or the fitness for a particular purpose or suitability of HEALICO for the Institution and/or User's needs, nor does it guarantee that HEALICO is exempt from anomalies, errors or bugs or that it operates without failure or interruption. HEALICO is distributed "as is" and according to its availability.

Access to HEALICO implies knowledge and acceptance of the characteristics and limitations of the Internet, in particular with regard to technical performance, response times for consulting, querying or transferring information, risks of interruption, and more generally, the risks inherent in any connection and transmission over the Internet, the lack of protection of certain data against possible misuse and the risks of contamination by possible viruses circulating on the network. URGO does not warrant that HEALICO or its server(s) will be free of viruses, spyware, Trojan horses or any other harmful elements or components that may cause damage at any time.

Article 7. Maintenance services of HEALICO

7.1. Scalable and adaptive maintenance

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For the entire duration of the contract, URGO may, from time to time, maintain HEALICO and/or update the functionality and/or operation of HEALICO in order to maintain its compliance with current French and UK Applicable Law, adapt it to the technological evolution of computer networks and equipment and/or improve its use.

URGO will ensure that the User is informed, as far as possible, of the existence and duration of the maintenance.

7.2. *Corrective maintenance*

URGO may also provide corrective maintenance services for HEALICO from time to time and shall use its best efforts to ensure the continued proper functioning of HEALICO. In the event of discovery of an Anomaly by the User or the, the User or the Institution must notify URGO without delay by email to the following address: techassist@uk.urgo.com. To be processed, the Anomaly must be described by the User in a precise and documented manner.

URGO shall use its best efforts to correct the Anomaly as soon as possible, and with the least possible disruption in the access and use of HEALICO by the Institution and Users.

The method of resolving the Anomaly will be determined at URGO's discretion and may take the form of a program correction, the provision of a workaround solution or any other means to avoid the reproduction of the Anomaly concerned

Notwithstanding the foregoing, URGO shall have no liability whatsoever, and shall be under no obligation to resolve, any Anomaly or other issue which results from: (i) improper use of HEALICO; (ii) breach of GTC and/or CSU; and/or (iii) a third party computer program used in conjunction or combination with HEALICO; (iv) any other intervention in the operation of the HEALICO, in each case by the Institution and/or a User or a third party (as applicable) which has not previously been authorized in writing by URGO.

Article 8. Liabilities

As the manufacturer of HEALICO, URGO ensure that the use of HEALICO by the User complies with the purposes assigned by URGO to HEALICO.

Without prejudice to the foregoing, URGO shall not be held liable for any damage caused to the Institution, User, Patient or any third party, for any reason whatsoever, in connection with the User's access and use of HEALICO. All liability related to access to, and use of HEALICO by the User is the sole responsibility of the Institution and/or the User.

Under no circumstances shall URGO be held liable for any damage caused to the Patient as part of the User's (or the Institution's) medical care.

The User and the Institution therefore remains solely liable for the choice and technique of the care determined by the Institution and/or User and provided to the Patient in the context of wound treatment.

The User is solely liable for the proper use of HEALICO, and using it with good clinical judgment and with the correct intentions.

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The User and the Institution acknowledges that the User is solely responsible for Healthcare Data, and more generally for any data collected, processed, disseminated, published and/or communicated via HEALICO and, in particular, User is solely responsible for the quality of the data that may result from Users use of HEALICO and compliance with Data Protection Regulation and Applicable Law, and that URGO shall have no liability in respect of the same.

No advice or recommendation, whether oral or written, obtained by the User when using HEALICO shall give rise to any warranties other than those expressly provided for by the GTC or otherwise make URGO liable for any damages of any kind caused to the Institution, User, the Patient or third parties as a result of misuse of HEALICO by User, in violation of the provisions of this article and of the GTC.

The Institution and/ or the User is liable for any damage to its computer hardware, software, network connections, system or other infrastructure of for loss of data that may result from any of User's use of HEALICO.

To the fullest extent permitted by the law, URGO expressly excludes its liability for any damage, direct or indirect, resulting from or in connection with access to HEALICO, its use, malfunction or unavailability of any kind and for any period of time whether such liability arises in contract, tort, breach of statutory duty or otherwise.

The User acknowledges that URGO remains free to correct and/or modify HEALICO at any time and without notice, without such correction and/or modification giving rise to any right of recourse on its part.

URGO cannot be held liable, in general, in any case where the non-execution or improper execution of the GTC's and/or the User Manual results from a case of force majeure or fortuitous event beyond its control or in compliance with Applicable Law.

In the event of the Institution's and/or User's failure to comply with the GTC, and/or CSU, and/or Privacy Policy, and/or the User Manual, or more generally in the event of a breach of the Applicable Law, URGO reserves the right to suspend, terminate or limit, without prior notice, the User's access to, and use of, HEALICO, without compensation and without prejudice to any remedy that may be available against the Institution and/or User.

The User therefore acknowledges that URGO may restrict, under the aforementioned conditions, its right of access and/or use to all or part of HEALICO.

The Institution and the User shall at all times during and after the term of GTC, indemnify URGO and keep URGO indemnified against all losses, damages, costs or expenses and other liabilities (including legal fees) incurred by, awarded against or agreed to be paid by URGO arising from any third party claim relating to: (i) the Healthcare Data; (ii) any breach of GTC by the Institution and/ or Users; and/or (iii) personal injury relating to Institution's and/or User's treatment of a Patient.

Article 9. Intellectual property

9.1. URGO's intellectual property rights

HEALICO is protected by intellectual property rights (including in particular all copyrights, patent rights, trademarks, and any other existing or future intellectual property rights) which belong to URGO or to third parties who have authorized URGO to use them.

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In accordance with Article L.341-1 of the French Intellectual Property Code, URGO is the producer of the Healthcare database contained in HEALICO.

The use of HEALICO does not in any way confer on the User any ownership and/or intellectual property right over HEALICO with the exception of a free and non-exclusive personal right of access, to use HEALICO in accordance with its purpose and objectives and in compliance with the GTC.

It is strictly forbidden to represent, reproduce and/or exploit HEALICO, in whole or in part, in any form and by any means whatsoever, without the prior written consent of URGO.

The Institution and/or the User undertakes not to copy, modify, assemble, decompile, alter, sell, rent, lease, loan, broadcast, distribute or transfer HEALICO, create derivative works from these works, authorize or permit a third party to commit such acts, without the prior written consent of URGO.

Any breach of the above undertaking constitutes a violation of the intellectual property or other rights of URGO and/or third party licensors and may result in civil and/or criminal proceedings.

9.2. Intellectual property rights on Healthcare Data

The Healthcare Data is and remains the property of the patients and the responsibility of the Institution through which the User accesses HEALICO.

Article 10. Protection of personal data

URGO is concerned about the protection of personal data and is therefore committed to protecting them in accordance with the Data Protection Regulation.

For the purposes of this Article, the terms "personal data", "controller" and "recipient" have the meaning given by the regulations applicable to the protection of personal data.

10.1. Protection of User Data

For the purposes of this clause, "User Data" means personal data comprising the User's last name, first name, e-mail address, telephone number, profession, city, healthcare professional identification number.

The User's Data may be provided by the User to URGO or to its Affiliate, the company URGO Ltd having its registered office located Sullington Road Shepshed – LOUGHBOROUGH – LEICESTERSHIRE - LE12 9JG as a result of or in connection with him/her accessing HEALICO.

URGO undertakes to protect the User's Data, recorded during access and/or use of HEALICO, as data controller, in accordance with the Data Protection Regulation.

The User Data provided by the User is necessary for access and use HEALICO and for responding to requests, support and maintenance of HEALICO. The User is informed that User Data may be processed for statistical purposes for the purpose of improving HEALICO or for communication purposes. The personal data provided by the User is accessible to other Users of the same "Team".

SPECIFIC CONDITIONS OF AVAILABILITY AND USE HEALTH INSTITUTIONS

The User Data are strictly confidential and intended for use exclusively by URGO for the purpose of providing HEALICO. URGO undertakes not to transfer, rent or transmit the User Data to third parties other than:

- URGO Affiliates, namely URGO Ltd having its registered office located Sullington Road Shepshed – LOUGHBOROUGH – LEICESTERSHIRE - LE12 9JG;
- IMAGENCE the owner of the MEDOK solution (a company organized under French law and registered in the trade and company register of Nanterre, France under number B 401 500 327, whose registered office is 303 Bureaux de la colline 92210 Saint Cloud, France);
- DATALYO in charge of data analysis services (a company organized under French law and registered in the trade and company register of Lyon, France under number 805 063 286, whose registered office is 8 rue Paul Montrochet – Quartier Confluence 69002 Lyon, France),
- FOREST ADMIN Inc. the owner of the tool used by URGO for the back office of HEALICO (Users' account management, etc.)
- GOOGLE Inc. and its Affiliates, due to the use of the tool FIREBASE for the authentication of Users with their email address and/or Google ID and/or Apple ID;
- TWILIO Inc., 375 Beale Street, Suite 300, San Francisco, CA 94105 and its Affiliates due to the use of the SENDGRID tool for the sending of automatic email to Users to be added to a care team in HEALICO;
- the host designated in Article 10.3 below,

in the course of carrying out their mission, unless it is required by law or court order.

User Data will be kept for the duration of HEALICO's use by the User and will be deleted on User's request, or no later than twelve (12) months from last connection to HEALICO by the User.

In accordance with the Data Protection Regulation, URGO undertakes to take all necessary precautions, with regard to the nature of the User Data and the risks presented by the processing, to preserve their security and confidentiality and, in particular, to prevent the destruction, loss, alteration, disclosure or unauthorized access to such data.

The User has a right of access, rectification, limitation, deletion and portability of User Data.

The User also has the right to object to the processing of User data, as well as the right to file a complaint with the competent authority or any other competent supervisory authority if he/she considers that the processing carried out by URGO constitutes a violation of User Data.

The User may exercise his rights at any time by sending a letter to URGO at the following address: URGO Ltd having its registered office located Sullington Road Shepshed – LOUGHBOROUGH – LEICESTERSHIRE - LE12 9JG

When making this request, the User shall specify precisely the purpose and data concerned. The User will need to prove his/her identity. The User's requests are processed as soon as possible with all due diligence. In the event of the deletion of User Data, or the exercise of User's right to object, the User acknowledges and accepts that the User will no longer have access and may no longer use HEALICO.

10.2. *Protection of Healthcare Data processed in the frame of use of HEALICO*

The Healthcare Data collected by the User in HEALICO is strictly covered by professional secrecy that the User undertakes to respect.

SPECIFIC CONDITIONS OF AVAILABILITY AND USE HEALTH INSTITUTIONS

10.2.1. Healthcare Data collected by User

In accordance with Data Protection Regulation, when the User collects Healthcare Data in connection with the use of HEALICO, the Institution through which the User accesses HEALICO is responsible for the processing of the Healthcare Data (including any Healthcare Data residing in electronic health records maintained by or on behalf of the UK National Health Service) performed as a controller for the purposes of Data Protection Regulation. As such, it is the responsibility of the Institution through the User to ensure that the processing and use of the Healthcare Data by the User is in strict compliance with the Data Protection Regulation.

The User undertakes in particular to notify the Institution in the event of a request for the exercise of his/her rights by the Patient whose Healthcare Data are being processed.

In respect of use of HEALICO with Patients in the United Kingdom, the responsibilities as controller of the Institution through which the User accesses HEALICO extend to the User's access through HEALICO to Healthcare Data residing in electronic health records maintained by or on behalf of the National Health Service, and any updates to those records made by the User through HEALICO.

HEALICO has functionalities allowing in particular the implementation of Patients' rights over their personal data such as the information notice/consent form for the Patient. The Institution through which the User access HEALICO, acknowledges that the information notice/consent form is provided to help the Institution to comply with Data Protection Regulation.

Under no circumstances shall URGO be held liable for the non-use of these functionalities by the Institution or the User or failure of these functionalities to fulfill the Institution's obligations under Data Protection Regulation.

In general, URGO cannot be held liable in the event of non-compliance by the Institution with its obligations as controller.

10.2.2 Transfer of Healthcare Data collected by Users to other Users

The User may, at any time, to offer the Patient the transfer of their Healthcare Data to any other User, in order to ensure better follow-up and / or better management of wounds of the Patient. This transfer is only possible if the User has previously received the express consent of the Patient for the transfer of his Care Data to the identified User.

In this case, only the User identified in the Patient's consent will be able to have access to the Patient's Healthcare Data.

10.2.3 Healthcare Data at the closure of the User's account

Before closing his/her User account for any reason whatsoever, the User will have the possibility of exporting in a readable format the Healthcare Data he/she has integrated into HEALICO and which have not been deleted by him/her.

If the User fails to take action when closing his/her account, the Healthcare Data will be destroyed no later than twelve (12) months from last connection to HEALICO by the User. In this case and URGO shall have no liability to the User in respect of such destruction.

10.2.4 Access to Healthcare Data by URGO

SPECIFIC CONDITIONS OF AVAILABILITY AND USE HEALTH INSTITUTIONS

Under no circumstances will URGO have access to the Healthcare Data.

HEALICO has a feature that allows the anonymization of Healthcare Data by an automated process. The anonymization process is performed on a daily basis, upon importation of Healthcare Data entered by Users into HEALICO by a script so that the Healthcare Data is only transferred to AWS servers and that DATALYO and URGO can only access to User's Data and anonymised patient data. The script allows separating anonymised data from Healthcare Data.

This data, which no longer contains any personal data concerning Patients, may be processed by URGO for the purpose of improving HEALICO's functioning and performance as well as for statistical or communication purposes.

The anonymised data files are the property of URGO. They may not therefore be transferred to a third party without the prior written consent of URGO.

If User makes any ad hoc request to URGO regarding the use of HEALICO it shall ensure the prior anonymization of any Healthcare Data which may be visible or accessible as a result of such query.

10.3 Hosting of HEALICO

HEALICO is hosted by a certified health data host, in accordance with Article L. 1111-8 of the French Public Health Code, the company PICTIME GROUPE (a company organized under French law, registered in the trade and company register of Lille, France, under number 443 498 571, whose registered office is located Campus du Digital 61, rue de l'Harmonie - 59262 Sainghin-en-Mélantois, France) which is subcontracting these hosting services to AMAZON WEB SERVICES Inc. ("AWS").

The Healthcare Data, as well as the User Data, are stored on servers of AWS, and only User Data are made available to URGO. PICTIME GROUPE acts as a subcontractor of URGO, under a contract signed between PICTIME GROUPE and URGO which imposes processor obligations on PICTIME GROUPE within the meaning of and in accordance with the Data Protection Regulation and which may not derogate from this article. In accordance with Article L. 1111-8 of the French Public Health Code, PICTIME GROUPE is bound by professional secrecy under the conditions and under the penalties provided for in Article 226-13 of the French Criminal Code.

Article 11. Term and termination

The GTC shall come into force upon acceptance by the User and for the duration of access and use of HEALICO by the User.

The GTC and therefore all or part of the access to HEALICO may be terminated automatically, without prior notice, without notice or compensation, in the event of non-compliance by the Institution and/or the User with the provisions of the GTC, the User Manual, the Privacy Policy and, more generally, in the event of a violation of Applicable Law, without prejudice to any damages that URGO may claim.

In the event of termination of these GTC, the User Data and Healthcare Data shall be treated in accordance with the provisions of Articles 10.1 and 10.2.

Article 12. Governing law and competent courts

SPECIFIC CONDITIONS OF AVAILABILITY AND USE HEALTH INSTITUTIONS

The GTC shall be executed and interpreted in accordance with French law. URGO and the User declare their intention to seek an amicable solution to any difficulty that may arise regarding the validity, interpretation or execution of the GTC. To the extent permitted by law, in the event of persistent disagreement, the dispute shall be submitted to the French courts in Paris.

Article 13. Contact

For any information, you can contact URGO by e-mail at the following address: contact@healico.uk.