General Terms and Conditions: Verima Cloud

General provisions and premises

This Contract (hereinafter "Contract") is entered into between WITAPP SRL, (hereinafter "WITAPP"), CF and P.IVA 06611730489, with registered office in Via Benedetto Dei 2/A, 50132 Florence (FI), in the person of the legal representative pro tempore and the Client (jointly the "Parties"), identified with the data provided by filling in the appropriate data sheet, who adheres to this Contract (hereinafter, the "Client").

Premises:

- WITAPP is an engineering company specialized in the development of applications that use Augmented Reality (AR) and Mixed Reality (MR) in the management and manipulation of diagnostic images from CT and MRI scans, and which, inter alia, has developed and patented a conversion software ("Verima") capable of transforming and segmenting DICOM files from CT and MRI scans into 3D format files usable (a) in the form of a hologram, through the use of special visors for Mixed Reality, (b) in Augmented Reality on a mobile support through a dedicated App and (c) in a desktop version, finally, (d) suitable for 3D printing ("Verima Suite");
- WITAPP, through its Verima Cloud platform, which includes the VERIMA VIEWER app for mobile devices, the VERIMA VIEWER app for mixed reality viewer and the VERIMA DESK web app, enables large and medium-sized public healthcare facilities and private healthcare professionals to access a new way of managing and manipulating complex medical images, with features and utilities related to the type of license purchased by the customer;
- Verima Cloud is a tool reserved for professional users and the Customer undertakes to use it exclusively in relation to their professional activity and, anyway, for needs connected thereto.
- In consideration of the foregoing premises, the Parties agree and enter into the following non-exclusive license agreement for the Verima Cloud Platform.
- The premises and annexes to the Contract form an integral and substantial part of the Contract.

Art. 1 – Definitions

In relation to this Contract, the meanings to be attributed to recurring terms and expressions are indicated below:

- Account: means the combination of the access credentials, username and password, with which the registered user can access the platform and be recognised by the system, as well as use the services and functions;
- Application: means the mobile application (web app) with which the user can access the platform using a smartphone and/or tablet;
- Terms of Use: means this document, containing the conditions and terms of use of the Verima Cloud platform;
- Type of Subscription: shall mean the type, features and functionality contained in the service purchased;
- Platform: means the Verima Cloud web platform, i.e. the set of web pages and features specifically prepared and structured by WITAPP S.r.l. to manage online activities and services through the Internet
- User Profile: means the set of data relating to a user registered in the Verima web platform that identifies the user within the platform and that may be visible to other registered users;
- Registration: means the procedure through which a subject acquires the status of registered user on the Verima Cloud Platform;
- Activation date: the date communicated by WITAPP to the Customer at the time of the online order placed through e-commerce and by means of an Internet connection; alternatively, the date on which the Contract is signed in front of a commercial figure, i.e. in the presence of a holographic or digital signature;
- Contract: means this document;
- Intellectual Property: The term "Intellectual Property" means any intellectual property right governed, from time to time, by patent law, copyright law, trade secret law, trademark law, and any other registered and unregistered intellectual property right, and any applications, renewals, extensions, reintroductions and reinstatements, now in force or hereafter enforceable anywhere in the world;
- Verima Viewer: Application for holographic viewing of the anatomical part (for mobile devices or mixed reality viewer);
- Verima Desk: Application for storing, sharing and displaying the anatomical part on a PC;
- Custom Segmentation: "on-demand" processing service of a DICOM file coming from a CT or MRI into a 3D file with the choice of layers to be displayed in high definition in Augmented Reality, in Mixed Reality (holographic vision) and on Desktop;
- STL File Format: 3D file extension;
- DICOM File Format: file extension of a CT scan or MRI;
- Verima Suite: the set of applications containing the name Verima.

It should be noted that part of the software that makes up the Verima Cloud Platform is protected by Italian Patent No. 102019000003809 entitled "System and method, computer-implemented, for 3D processing of tomographic examinations" and by a patent valid for the EU and US countries that is currently being assessed.

Art. 2 - Conditions of use of the platform

2.1 - License of Use VERIMA CLOUD. WITAPP, in accordance with the terms and conditions of this Contract, undertakes to provide the Customer with a limited, non-exclusive license to use the Verima Cloud Platform, through:

- a SAAS (Software - AS - A - Service) application, available at the Internet address provided by WITAPP, to be accessed with appropriate credentials ;
- a mobile application available on App Store and Google Play, called Verima Viewer;
- an MR (Mixed Reality) Magic Leap One visor application available on the World store.

The set of applications listed above are included in all subscriptions offered.

The Customer is aware and expressly accepts that the set of Software under the VERIMA brand is a tool reserved for professional users, with the consequence that this Contract is not subject to the discipline of consumer contracts. In using the VERIMA Cloud Platform the customer undertakes to comply with the instructions of use defined by WITAPP on the basis of the indications in any way deriving from laws, regulations, provisions of Authorities or codes of self-discipline in force in the countries of origin and destination of the messages or in the process of being transposed, with which WITAPP intends to comply. It is understood that the data processing connected to the use of the platform will in any case be carried out in compliance with the regulations in force, it being understood that the Customer assumes the role of data controller and WITAPP, using for this purpose its own organizational structure, assumes the role of data processor as better specified in point 2.3 below. Due to the nature and operation of the VERIMA Cloud Platform, the Parties acknowledge that, pursuant to and within the limits of the provisions of this Contract, the Customer shall directly and autonomously manage the IT tools made available by WITAPP.

2.2 - Customer access to the Platform. The Customer shall have access to the Verima Cloud Platform through a reserved area called "Personal Area" through authorisation and authentication credentials assigned to the Customer, kept and used by the latter under their sole responsibility. Access to the VERIMA Cloud Platform shall be in compliance with what is indicated in this Contract. In particular, the Customer undertakes to keep the alphanumeric access codes (called "username" and "password") referred to above with the utmost confidentiality and shall therefore also be responsible for their safekeeping: the Customer shall therefore be solely liable for any damage caused by the possible use of login and password by unauthorized third parties. The Customer undertakes in any case to immediately notify WITAPP of any theft, loss or appropriation for any reason, by unauthorized third parties, of the access credentials. Access to the VERIMA CLOUD system is guaranteed by all the applications (Verima Viewer for mobile devices and MR viewer, Verima Desk), with the same credentials.

2.3 - Data ownership and fulfilments of the Parties. The contents of the data entered by the Customer are the exclusive property of the Customer and WITAPP undertakes not to use

them in any way other than for the fulfillment of the Contract. In particular, WITAPP undertakes: not to assign or make available to third parties the information (data, images, etc.), partially or totally, temporarily or permanently; not to use it for any reason, except for statistical purposes and for the improvement of the VERIMA Cloud Platform; not to keep copies of it, except for those indispensable for the operation of the VERIMA Cloud Platform and in accordance with the regulations in force. WITAPP shall process the data entered by the Customer only in its capacity as external Data Processor. To this end, the Customer hereby appoints WITAPP as data processor, WITAPP accepts the appointment at the same time as agreeing to this Contract, possessing the technical capabilities to serve in that role, and solely and exclusively in relation to the Customer database management, excluding responsibility for their content and their use by the Customer. It is also understood that WITAPP for the performance of activities instrumental to the Customer's use of the VERIMA Cloud Platform may avail itself of the organizational structure normally used in the performance of the processing operations. In this regard, it should be noted that the data processor may use their own managers, both internal and external, as well as their own data processors, who operate within the operational structure of the appointed data processor also in relation to data that WITAPP itself processes on behalf of third parties.

In its data processing activities, WITAPP undertakes to comply with the following instructions given by the Client as data controller:

As a result of this appointment, WITAPP is only authorized to process personal data to the extent and within the limits necessary for the performance of the activities assigned to it. WITAPP has the power to carry out all the activities necessary to ensure compliance with the applicable provisions in force, as well as the task of organizing, managing and supervising all the personal data processing operations communicated to it by the Customers for the purpose of carrying out the activities covered by the chosen Service. In compliance with the provisions of EU Regulation 2016/679 and the regulations on the processing of personal data, it is specified that it is the duty of WITAPP:

- process the personal data entered and/or transmitted in the context of the chosen Service's performance subject of the Contract with the technical and security features established by the documentation containing the data processing instructions that the Customer accepts;
- ensure that the persons authorized to process personal data have committed themselves to confidentiality or have an appropriate legal obligation of confidentiality; such persons authorized to process the data, in connection with the performance of the activities described above, will be specifically assigned to the processing by WITAPP giving them the necessary instructions and making them aware of the agreed modalities and those prescribed and by the EU Regulation 2016/679
- take all measures required under Article 32 of the EU Regulation 2016/679; in particular, the measures, as well as in the procedures adopted by it, according to the ISO 27001 standard.
- at the Customer's option, delete or return to the Customer all personal data after the provision of the processing services has ended and delete existing copies;

- make available to the Client all the information necessary to demonstrate compliance with the obligations contained in the appointment contained herein, allowing and contributing to the audit and verification activities, subject to agreement on the time and manner and provided that the same do not conflict with confidentiality obligations assumed by WITAPP and/or its policies. The costs of such audits shall be borne by the Client. WITAPP, therefore, shall process the data in compliance with the instructions above, with the indications of the Manual governing the Service, with any annexes and with the requirements contained in EU Regulation 2016/679, as well as in compliance with the security requirements established for the provision of individual services.

By agreeing to this Contract, and without prejudice to what may be expressly provided for in this regard in further Sections of these Contractual Conditions, the Customer authorizes WITAPP to make use of their own sub-contractors, such as third party suppliers for the provision of services (assistance, maintenance, provision of additional services, providers of electronic communication networks and services) related to the requested service, acknowledging and accepting that this may involve the processing of data by them.

WITAPP will verify that the sub-processors adopt adequate security measures and in any case, where applicable according to the service provided by the sub-processors to WITAPP, not less than those used by WITAPP in providing the Service to the Customer.

The appointment of WITAPP's sub-responsible parties shall be for a term equal to the term of this Contract and shall be deemed revoked upon termination of the Contract whatever the reason thereof.

Upon termination of the contractual relationship, the Customer's personal data and copies thereof shall be permanently deleted from WITAPP's information system (including any paper files), subject to any legal obligations.

Art. 3 - Property and Brands

3.1 - Ownership of the VERIMA Cloud Platform and all related software with the name VERIMA. WITAPP is the sole owner of all rights and interests in the VERIMA Cloud Platform and all related applications using the word "VERIMA", and any Intellectual Property related thereto, including any developments resulting therefrom. The website, the VERIMA Cloud Platform and the information contained therein, with the sole exception of what is mentioned in Article 2.3, are the property of WITAPP. Unauthorized copying and dissemination in violation of Intellectual Property rights is prohibited.

Art. 4 - Economic Terms and Contract Duration

4.1 - Commencement, duration and termination of the Contract. The Contract is for a fixed term depending on the type of subscription for the use of the license chosen by the Customer; it may be monthly or annual. It will be possible to terminate the subscription by accessing the

appropriate function available in the reserved area always within the expiry date of the same.

4.2 - Fees, Invoicing and Payments. For the provision and use of the VERIMA Cloud Platform, as well as for the provision and use of the ancillary and instrumental services provided by this Contract and for the use of any additional options offered by the VERIMA Cloud Platform, the Customer undertakes to pay a periodic fee and/or a one-off payment in the times and ways indicated in the "Online" order if the purchase is made remotely through an E-commerce site. If the service is purchased with a dedicated offer, payment may be made by bank transfer 30 days after the invoice date. In case the Customer does not pay the fee as agreed above, WITAPP may, at their sole discretion and at any time, disable access to VERIMA Services. After 10 (ten) calendar days without the Customer having provided the balance of the agreed amount, WITAPP will be entitled to block the Customer's access to the VERIMA Platform and/or declare the legal termination of the contract pursuant to art. 8.7 of this Contract and subsequently to delete all the present data, without prejudice to the right of WITAPP to demand the payment of the entire fee pursuant to the Contract. In the payment event by credit card or PayPal, the recurring payment method shall be activated, which provides for the automatic pre-authorised debit of the amount corresponding to the type of subscription chosen and the options already activated for a period of the same duration on the renewal date. If, on the automatic renewal of the Contract, the pre-authorised debit should fail for any reason whatsoever (by way of example, but not limited to: expired credit card or lack of the necessary funds), this will result in the immediate blocking of the sending functionalities and the simultaneous notification of the non-payment on the Platform. After a further 10 (ten) calendar days have elapsed without the Customer having made the payment, WITAPP may block the access to the Console and/or declare the legal termination of the contract pursuant to art. 8.7 of the Contract and proceed to the subsequent deletion of the Customer's data, without prejudice to WITAPP's right to collect and/or retain the fees for the entire contractual period. The Parties agree that in the event of late payment of the aforementioned fee, default interest shall be due in accordance with Legislative Decree No. 231 of 9 October 2002, as amended. The periodic fee for the VERIMA Cloud Platform, its options, ancillary services and assistance shall not be subject to change for the entire duration of the subscription subscribed to, any changes may apply from the subsequent renewals. In the event of an increase, WITAPP shall inform the Customer, with at least 60 (sixty) days notice in the case of annual expiry and 30 days notice in the case of monthly expiry, by means of a communication in the Console or by e-mail to the email address of the Customer identified in the personal data section.

Art. 5 - Warranty: Minimum Level of Functionality

5.1 - Availability of the Verima Cloud Platform. By this Contract WITAPP undertakes to make the Verima Cloud Platform available with an up-time availability rate of 98%, for 24 hours a day and 365 days a year. The Parties acknowledge that in any case WITAPP cannot be held responsible for the lack of availability of the Verima Cloud Platform due to facts and circumstances attributable to the Customer or to subjects for whose conduct the Customer is

responsible, such as, by way of example but not limited to, the availability of a suitable Internet network at the Customer's premises, hardware, software, internal network problems within the Customer's organizational structure. The definition of the minimum guaranteed level of functionality shall exclude ordinary maintenance activities communicated to the Customer at least 2 (two) calendar days in advance and extraordinary maintenance activities communicated to the Customer with advance notice that may even be less than 4 (four) hours. During public holidays and from 10.00 p.m. to 8.00 a.m. on working days, occasional service interruptions may be necessary due to programme maintenance operations which shall not enter into the determination of the minimum guaranteed level of functionality, and in respect of which WITAPP shall not be liable.

5.2 -Customer Support. As an instrumental and accessory way to ensure the correct use and full functionality of the Verima Cloud Platform, WITAPP undertakes to provide technical assistance for reports on problems related to the correct functioning of the Platform from Monday to Friday during office hours (09.00-18.00), excluding holidays, according to one of the following methods and selected by the Customer

i) EMAIL TICKET - Technical assistance via Email with problem acceptance within 8 working hours and intervention, with request for confirmation by the Customer, carried out within 24 working hours. The assistance includes advice on the use of the Verima Cloud platform. The response time is guaranteed from the moment that all information suitable for the exact identification of the problem has been provided to technical support.

ii) TICKET EMAIL + TELEPHONE - Support takes charge of the request within 8 working hours. Intervention, with a request for feedback from the Customer, within 24 working hours from taking charge of the problem. Response times are guaranteed from the moment that all information useful for identifying the request in its entirety has been provided.

Art. 6 - Declarations, guarantees, liability and limitations.

6.1 - Guarantee of the Correctness of the Customer's Information.
The Customer represents and warrants:
(i) that all information provided by Customer to WITAPP is complete, correct and up to date;
(ii) that they are entitled to authorize, and that they authorize WITAPP to exercise all rights necessary to execute this Contract. All correspondence between the Client and WITAPP, including its employees, may be recorded and archived.

6.2 - Responsibility for published information. In view of the nature and characteristics of the Verima Cloud Platform and its operation, the Customer, also in its capacity as the party liable for the act of its employee, employee or auxiliary pursuant to articles 1228 and/or 2049 of the Italian Civil Code, agrees to fully indemnify and hold harmless WITAPP in relation to the content of communications and information transited or in any case transmitted through the Verima Cloud Platform, the legitimacy of the same, as well as the behavior of the Customer, its staff, employees, collaborators, end customers, or any other subject for whose actions the Customer is liable by law or contract. Civil and criminal liability in relation to the information published through the service offered by WITAPP remains the sole responsibility of the Client.

6.3 - Interruptions for exceptional events. WITAPP undertakes to maintain the efficiency and functionality of the Verima Cloud Platform; if it is forced to interrupt its use due to exceptional events or for maintenance, it will contain such interruptions or suspensions as soon as possible, providing timely updates in the Console to the Customer.

6.4 - Failures due to third party causes. WITAPP shall also not be liable for the conduct or omissions of third parties that affect the operation of the Verima Cloud Platform, including, but not limited to, slowdowns in speed or failure of the telephone lines and processors that manage the telematic traffic between the Customer and the Verima Cloud Platform.

Art. 7 - Data Ownership related to the platform's use by Customers and use conditions of the platform.

7.1 - Aggregated Data. As agreed between the Parties, WITAPP holds all rights to the use of statistical information, data and related analysis in aggregate form, resulting from the use of the Verima Cloud Platform by their Customers. Such data in aggregate form does not include personal data and the Customer expressly authorizes WITAPP to use it for the purpose of improving the functionality of the Verima Cloud Platform or for the purpose of publishing statistical information, also in aggregate form.

7.2 - Advertising. The Customer authorizes WITAPP to use their name and logo in presentations, marketing materials, customer lists, financial reports.

7.3 - Free Trial. WITAPP may offer free trial periods of the Verima Cloud Platform to new Customers. This trial period is intended only for the purpose of testing the functionalities;

7.4 - Assignment of the Contract. WITAPP shall not be entitled to assign or otherwise transfer to third parties the rights and obligations contained in this Contract;

7.5 - Method of processing the Customer's data. Italian Legislative Decree 196/03, without the need to obtain the express consent of the Customer (pursuant to Article 23 of Italian Legislative Decree 196/03) because, inter alia, the processing of such data is necessary to execute a Contract to which the Customer is a party, solely and exclusively for the performance of the services set out in this Contract.

7.6 - Validity of the Contractual Clauses. The clauses of this Contract are understood to be in full force and effect and accepted by the Customer even in the event of non-interest bearing and/or temporary use of the functionalities provided in any way by WITAPP.

7.7 - Applicable Law and Jurisdiction. The law applicable to contractual relations is solely the Italian law. The Italian version of this Contract shall prevail between the parties, if the Contract is translated into one or more other languages.

In the event of a dispute, before any legal action the parties will seek an amicable agreement between them or with the intervention of a mediator chosen by mutual agreement.

The Parties expressly agree that any dispute concerning the validity, effectiveness, interpretation and execution of this Contract shall be submitted to the exclusive jurisdiction of the Court of Florence.