



Terms and Conditions for Organisations

nooa GmbH ("nooa") offers an online platform for communication, cooperation and organisation in healthcare, including a mobile application ("the Services").

These general terms and conditions apply between

nooa GmbH, Rheinkaistraße 1, 68159 Mannheim, Germany, represented by Michele Gianella-Borradori, Elena Gianella-Borradori, Martin Jäger VAT ID DE327002608, and the customer. General terms and conditions of the customer shall not apply.

A "Customer" is a company in the sense of Art. 14 BGB (German Civil Code).

The language available for the conclusion of the contract is exclusively German. Translations of these terms and conditions into other languages are for your information only. In the event of any differences between the language versions, the German text shall take precedence.

1 Conclusion of contract

This contract comes into effect (a) when the customer clicks on a "purchase", "subscribe now" or similar button or (b) when the customer fills out an order form or similar form which is received by nooa, in which reference is made to this contract or which otherwise includes this contract, or (c) with the use of the service by the customer, whichever occurs first (the "effective date"). In alternative (a), the customer will be shown a summary of all elements of the agreement and costs prior to submitting its binding contractual declaration. The customer can correct input errors by clicking on "edit" in the respective field. If he wishes to cancel the ordering process completely, he can also simply close the browser window. By finally clicking the button "purchase", "subscribe now" or similar, a contract with nooa is concluded. Before that, the customer can correct his entries at any time. In all variants (a-c) the customer will receive a confirmation of the conclusion of the contract including all contract contents and these terms and conditions by email. A storage of the contract terms by nooa does not take place.

If this agreement is entered into on behalf of an entity, that entity shall be deemed to be the customer and the person acting on behalf of the entity declares that he is authorized to bind that entity by this agreement.

Persons authorized by the customer to access the services are "authorized users."

When the customer purchases one or more subscriptions, creates a customer account, invites authorized users to that account, or uses or permits use of that account after being notified of a change to these customer terms, the customer thereby confirms their understanding of the then-current agreement and agrees to the agreement on behalf of the customer.

2 Scope of application

2.1 Age

To use the services, customers must be at least 18 years of age and capable of accepting these terms.

2.2 Territorial scope

These terms apply to customers within the European Economic Area and any other encompassed country or territory, collectively referred to as the European Region.

2.3 General

If nooa has prohibited the customer from accessing the services and the websites in the past, access to or use of the services is not permitted.

3 The services

3.1 Provision

nooa provides the services purchased on the basis of an order form to the customer in accordance with this contract during the respective term of the subscription. The services include the features and functions applicable to the version of the services ordered by the customer.

3.2 Registration and management of the customer account

The customer must register for nooa's services with a "**customer account**" using correct information. The customer acknowledges that he retains administrative



control over whom he grants access to the customer data stored in the service. For example, the customer may grant or revoke access rights to the services, enable or disable third-party integration, manage permissions, retention and export settings, transfer or assign accounts, or share content with other customers.

Authorized users have a "**user account**" and may submit content or information such as messages or files ("**customer data**") to the services. Only the customer can give instructions on how nooa should handle this. The person acting on behalf of the company or the individual who creates a customer account is referred to as the "**account owner**". Depending on the service, this person may also be an authorized user and as such have a user account.

The customer may designate one user as a billing contact and, depending on the subscription, one or more users as administrators ("**administrator**") to manage the customer's account and nooa is entitled to rely on communications from an administrator to manage the customer's account. Depending on the subscription, account owner(s) and administrator(s) of the customer may have the ability to access and/or monitor, use and export customer data.

3.3 Account security

The customer is responsible for ensuring and maintaining the security of accounts, devices and passwords of the end users. The customer shall immediately notify nooa of any unauthorized use or security breach regarding his account, a user account or the services.

3.4 Compliance with regulations

The customer is responsible for the use of the service by its authorized users and for such users' compliance with this agreement. The customer is solely responsible for the accuracy, quality, legality, reliability and appropriateness of all customer data. The customer shall ensure that he is authorized to transmit the relevant customer data to nooa so that nooa and its service providers may lawfully use, process and transmit the customer data in accordance with this agreement on behalf of the customer.

The customer will inform authorized users about all policies and practices of the customer relevant to the use of the services and about all settings that may affect the processing of customer data. nooa is not responsible for the content of customer data or the way the customer or its authorized users use the services to store or process customer data.

3.5 Devices and software

The customer must provide certain equipment, software and data connections to use the services, which nooa will not otherwise provide. In order to use the services, customers and authorized users consent to the manual or automatic download and installation of updates to the services.

3.6 Fees and taxes

The customer is responsible for all data rates and internet charges from mobile carriers or network operators, as well as any other fees and taxes associated with the use of the services.

3.7 Future software components and functionalities

The customer agrees that orders under this contract do not include the delivery of future software components or functionalities, nor do they include any software components or functionalities mentioned by nooa in oral or written public or private statements. nooa may publish improvements and additional software components and functionalities at its discretion. Certain software components and functionalities may only be accessible with certain versions of the service.

nooa reserves the right to modify or discontinue the services (or any part thereof) at any time with or without notice, temporarily or permanently. nooa shall not be liable to the customer or any third party for any modification, suspension or discontinuance of the services.

4 Use of services

4.1 Access rights

nooa may make software components available through app stores or other channels and grants the customer a limited, non-exclusive, non-sublicensable, non-transferable and revocable license to access the services for the customer's internal business purposes and subject to the limitations set forth in the order form and only in a manner that complies with all legal requirements applicable to the customer or the use of the services, including these terms. nooa may revoke this license at any time at its sole discretion.



4.2 Permitted use

The customer must comply with the agreement and ensure that its authorized users also comply with the following rules for the permitted use of the services. nooa reserves the right to withdraw from the agreement if it is found that the customer has not provided truthful information regarding its industry affiliation (healthcare). nooa may review the conduct for compliance purposes, but is not obligated to do so. The customer will not (a) provide or use the services for the benefit of any person other than the customer and their affiliates; (b) rent, sublicense, resell, assign, transfer, distribute, time-share, or similarly exploit the services; (c) not reverse engineer, copy, modify, adapt, hack or otherwise attempt to gain unauthorized access to the services or any systems or networks connected to the services; (d) not access nooa's services, documentation or confidential information to build a competing product or service; (e) not modify or remove, or permit a third party to modify or remove, any proprietary trademarks or copyright notices contained in or marked or affixed to such services and websites; (f) or permit user accounts to be shared or used by more than a single authorized user (except that user accounts may be reassigned to new users to replace individuals who cease to use the service for any reason, whether due to termination or other change in employment or their function).

4.3 Interruption of services

The following are prohibited: (a) accessing, tampering with, or using non-public areas of the service, nooa's computer systems, or nooa's providers' technical support systems; (b) examining, querying, or testing the vulnerabilities of any system or network, or violating or circumventing security or authentication measures; (c) accessing or browsing the service by means other than nooa's publicly supported interfaces (e.g., "scraping"); (d) attempting to disrupt or overload nooa's infrastructure by intentionally making inappropriate requests or straining nooa's resources (e.g. by using "bots" or other automated systems to send requests to nooa's servers in excess of what a human user might send in the same time period); (e) or interfering with or disrupting access by users, hosts or networks, including without limitation by sending viruses, overloading, flooding, spamming, mail-bombing, or scripting the creation of user content in a manner that interferes with or imposes an unreasonable load on the services.

4.4 Misuse of the services and the websites

Customers may not use the services to conduct, promote or support the following: (a) unlawful or fraudulent activities; (b) impersonation of another person or entity or misrepresentation of affiliation with a person or entity in a manner that misleads, confuses or deceives others or intends to do so; (c) activities that are defamatory, libelous or threatening or constitute hate speech, harassment or stalking; (d) publishes or posts private or personal information about others without their express permission and consent; (e) sends unsolicited messages, solicitations or advertisements, or spam; (f) posts or links to harmful content that is intended to damage or interfere with another user's browser or computer; or (g) promotes or advertises products or services other than its own without proper authorization.

4.5 Standards for user content within the services and the websites

Customers may not post content on the services or the websites that (a) violates any applicable law, third party intellectual property rights, rights of publicity, or rights of privacy or publicity; (b) is misleading, deceptive, unlawful, obscene, pornographic, defamatory, libelous, threatening, hate speech, harassing, or stalking; (c) contains personal information of minors; (d) contains sensitive personal information of third parties without the prior written consent of those concerned; (e) contains viruses, bots, worms or similar harmful materials; (f) or contains information that users are prohibited from providing by law or under contractual or fiduciary duties.

4.6 Unauthorized account use

Customers are responsible for informing nooa if they become aware of any unauthorized use or access to their account. They understand and agree that nooa may require them to provide information that may be used to determine their identity and to help maintain the security of their account. nooa shall not be liable for any loss, damage, liability, expense or attorney's fees that authorized users may incur as a result of another person using their password or user account, with or without their knowledge and/or authorization, whether or not the authorized user has notified nooa of the unauthorized use. You will be liable for any losses, damages, liabilities, expenses, and attorneys' fees incurred by nooa or any third party as a result of another person using their account. In the event that an administrator or customer loses access to or otherwise requests information about



an account, nooa reserves the right to require the administrator or customer, as the case may be, to provide any confirmation deemed necessary by nooa before, in nooa's sole discretion, restoring access to or providing information about such account.

4.7 Violations of this section

nooa reserves the right to seek all remedies deemed necessary by nooa, including immediate suspension or termination of the customer's account or blocking of the customer's access to the services by appropriate notice and to the exclusion of nooa's liability, if the customer fails to comply with the rules in this section 3 or if, in nooa's sole discretion, such action is necessary to prevent disruption of the services to other users. nooa may require that the customer suspend the user account of any authorized user who violates any of these rules or uses the service in a manner that nooa reasonably believes could cause a security risk, disruption of use of the service by others, or liability for nooa. If the customer does not immediately block or terminate this user account, nooa reserves the right to do so.

5 Property and property rights

5.1 By the customer

The customer owns all rights to the customer's confidential information and the customer data, including all related intellectual property rights. The customer grants nooa and nooa's authorized third party service providers a worldwide, non-exclusive license to host, copy, access, process, transmit and display the customer data for the following purposes (a) to maintain, provide and improve the service and to perform this agreement, (b) prevent or address technical or security problems, (c) resolve support requests, (d) investigate an allegation that an end user has violated any provision of this agreement, or (e) at the customer's direction or request or with the customer's written permission. The customer represents and warrants that he has secured all rights to its authorized users' customer data that may be necessary to grant this license.

The customer understands that nooa has no control over and is not responsible for customer content, and that in using the services, the customer may be exposed to content of other users that is offensive, indecent, inaccurate, misleading or otherwise objectionable. The customer acknowledges that he will not hold nooa

responsible or liable in any way for any claims arising from customer content entered through the services.

5.2 By nooa

nooa is the current and future owner of all rights, including all related intellectual property rights, in its confidential information, the results and the services and websites, including improvements, specific adaptations or modifications thereto. The services are owned and operated by nooa and contain materials (including all software, designs, text, editorial materials, informational text, photographs, illustrations, audio clips, video clips, artwork and other graphic materials, as well as names, logos, trademarks and service marks) derived in whole or in part from materials provided by nooa and its affiliates and from other sources. The customer agrees to comply with all applicable copyright laws and other legal requirements and any additional copyright notices or restrictions contained in the services. The customer acknowledges that the services have been developed, compiled, prepared, revised, selected and arranged by nooa and others through the application of methods and standards of judgment, the development and application of which have required the expenditure of substantial time, effort and money and constitute valuable intellectual property of nooa and others. Any unauthorized use of any material contained on or through the services and the websites may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

nooa grants the customer a non-sublicensable, non-transferable, non-exclusive and limited license to use the object code version of these components. However, this applies only to the extent necessary for the use of the services and in accordance with the contract. All rights not expressly granted by this license are reserved by nooa.

5.3 Feedback

nooa welcomes feedback from customers regarding the service and the professional services. If the customer provides nooa with feedback or suggestions regarding the service or the professional services ("feedback"), nooa may use, disclose, reproduce, sublicense or otherwise distribute and exploit the feedback without restriction or obligation to the customer, provided that nooa does not credit the customer or the user as the source of such feedback. The customer agrees that his feedback may be used, disclosed, reproduced, sublicensed or



otherwise exploited or distributed without attribution to the author. nooa reserves the right to remove feedback posted in public forums for any reason at its sole discretion.

6 Fees and payment

6.1 Free subscriptions

nooa may offer certain services free of charge, including free accounts, trial subscriptions and beta versions (collectively, "free subscriptions"). Use of these free subscriptions is subject to any additional terms and conditions nooa specifies and is valid only during the term of the applicable subscription (or, unless otherwise specified, until terminated in accordance with this agreement). The customer may access these free subscriptions subject to the terms of this agreement and notwithstanding anything to the contrary in this agreement, subject to the following additional terms. (a) nooa has the right to terminate a free subscription at any time and for any reason, (b) nooa provides the service "as delivered" and makes no warranties (express or implied) of any kind with respect to the service during the free subscription, and (c) nooa has no obligation to indemnify the customer.

6.2 Subscription fees

The customer's subscription fees are specified in the respective order form. The customer pays all fees when due and is responsible for providing complete and accurate billing information to nooa. Payments will be made by direct debit or credit card. If these fees are paid by credit card or other electronic means, the customer authorizes nooa to invoice these fees using the payment method chosen by the customer. In the SEPA direct debit procedure, the customer is informed at least 7 days before the debit is made. Payment obligations are non-cancelable and fees paid are non-refundable unless otherwise provided in this agreement. If it is necessary for the customer to use a purchase order or order number, the customer must present the order number at the time of purchase. nooa reserves the right to block the customer's account and any other rights available to it in the event that the customer defaults on payment of subscription fees. Blocking does not release the customer from the obligation to pay due amounts.

6.3 Calculation

Subscription fees are for annual or monthly periods (or portions thereof, calculated by days), which begin to run at the time the subscription is concluded and thereafter either annually or monthly. Subscriptions to the service are sold on a sliding scale to be viewed on the order form. nooa reserves the right to change the fee rates and/or billable amount structure for the service at any time and will notify the customer of such changes at least twenty (20) days in advance by notice. nooa may charge the customer the then-current rates for the applicable subscription if the sliding scale is changed and/or if the customer changes his subscription plan.

6.4 Taxes

The fees charged to the customer are net fees and are exclusive of the applicable value added tax.

7 Term and termination

7.1 Subscription term

This agreement shall commence on the effective date and shall remain in effect until all subscriptions granted in accordance with this agreement have expired or have been terminated. A free subscription will remain in effect until cancelled. In contrast, a paid subscription has a term that expires or may be terminated.

7.2 Automatic renewal

The customer agrees that his subscription will automatically renew annually or monthly, depending on the customer's subscription ("renewal date"). The customer authorizes nooa to automatically bill him for the applicable fees on or after the renewal date, unless the subscription is terminated or cancelled in accordance with this agreement. The customer must cancel his subscription prior to the renewal date to avoid being billed for subscription fees for the next period. If the customer elects to cancel his subscription during the subscription term, the customer may use the service until the end of the then-current subscription term, but will not receive a refund for the most recently (or previously) charged fees.

In the case of a trial subscription, the customer acknowledges that his trial subscription will automatically be converted into a subscription at the end of the trial period and that nooa may charge the customer the applicable subscription



fees, unless the customer has notified nooa in writing of his decision to terminate the use of the service during the trial period.

7.3 Termination without good cause

The customer may cancel his free subscriptions immediately without giving any reason. nooa may also cancel the customer's free subscriptions without giving any reason, but will inform the customer in writing thirty (30) days in advance. The cancellation provisions for paid subscriptions are set forth in the information on the order form. nooa reserves the right to automatically convert a cancelled paid subscription into a free subscription after the cancellation period has expired.

7.4 Termination for cause

The customer or nooa may terminate the agreement by notice to the other party if the other party commits a material breach of the agreement and such breach is not remedied within thirty (30) days after notice of the breach is given by the non-breaching party. The customer shall be responsible for its authorized users, including for any violations of this agreement caused by its authorized users. nooa shall have the right to terminate this agreement immediately upon notice to the customer if there is reasonable cause to believe that the services are being used by the customer or its authorized users in violation of applicable law.

7.5 Consequences of termination

The termination of the agreement will result in termination of all subscriptions and orders. Upon expiration or termination of this agreement for cause, all subscriptions and any other rights granted to the customer under this agreement shall terminate with immediate effect and nooa may immediately deactivate the account(s) associated with the agreement. In no event shall termination relieve the customer of the obligation to pay any accrued or due fees.

Upon termination or expiration of the subscriptions, nooa is under no obligation to store or make available any customer data and may, unless prohibited by law, delete any customer data in its systems or otherwise in nooa's possession or control.

8 Warranties

8.1 By nooa

nooa warrants that during the applicable subscription term (a) the services will be provided substantially in accordance with the applicable documentation and (b) nooa will not materially limit the functionality of the service.

For all subscriptions, nooa will use commercially reasonable efforts to make the services available 24 hours a day, 7 days a week, excluding planned downtime. Where nooa anticipates that such an outage may last longer than five (5) uninterrupted minutes, customers will be notified of this in advance.

8.2 By the customer

The customer warrants that (a) this agreement is legally enforceable by him, (b) he has obtained all legally required consents and permissions from end users for the collection and processing of personal data by the service, and (c) the transfer and processing of customer data pursuant to the agreement is lawful.

8.3 Viruses

nooa cannot guarantee that files available for download from the internet or from the services or the websites are free of viruses or other destructive code. The customer is responsible for (a) establishing sufficient procedures and checkpoints, (b) meeting specific requirements for virus protection and accuracy of data input and output, (c) and maintaining a means outside the services to recover lost data.

8.4 Disclaimer

Except as expressly provided in this clause, to the fullest extent permitted by law, the professional services, the service and all related components and information are provided "as delivered" and "as available" without warranty or guarantee of any kind and nooa and its affiliates expressly disclaim all warranties or guarantees, express or implied, including, but not limited to, the implied warranties of merchantability, title, fitness for a particular purpose and non-infringement. The customer acknowledges that nooa does not guarantee that the service will be uninterrupted, timely, secure or error-free. nooa is not responsible for and disclaims all liability for delays, non-delivery, interception of data, alteration of data or other damages resulting from circumstances beyond nooa's control, including problems resulting from the use of the on internet, mobile and personal computing



devices, transmission of electronic communications over the Internet or other networks and use of external hosting service providers.

9 Liability

The provisions of this clause 9 allocate the risks under this agreement between the parties and the parties have relied on the said limitations in deciding whether to enter into this agreement.

9.1 Limitation of liability

nooa is liable for intent and gross negligence. Furthermore, nooa is liable for the negligent breach of obligations, the fulfilment of which is essential for the proper execution of the contract, the breach of which endangers the achievement of the purpose of the contract and the compliance with which you as a customer may regularly rely on. In the latter case, however, nooa is only liable for the foreseeable, contract-typical damage. nooa is not liable for the slightly negligent breach of obligations other than those mentioned in the preceding sentences.

The above exclusions of liability do not apply in case of injury to life, body and health. Liability according to the product liability law remains unaffected.

Data communication via the internet cannot be guaranteed to be error-free and/or available at all times according to the current state of technology. In this respect, nooa is not liable for the constant and uninterrupted availability of its online system.

9.2 Exclusion of consequential and related damages

In no event shall either party or its affiliates be liable to the other for any lost profits or revenues or loss of use, or for any indirect, incidental, consequential or punitive damages for any reason whatsoever, whether in contract, tort or otherwise, and regardless of whether a party has been advised of the possibility of such damages and even if a remedy fails of its essential purpose. The foregoing disclaimer shall not apply to the extent prohibited by applicable law.

9.3 Force majeure

nooa shall not be liable for delayed or inadequate performance of its obligations under this agreement to the extent caused by conditions beyond nooa's reasonable control, including, but not limited to, natural disasters, civil unrest, terrorist attacks

or acts of war, labour disputes, governmental action, disruption or failure of the internet or any utility service, failure of external hosting services and denial of service attacks (each a "force majeure event"). nooa shall be released from its obligations (or any part thereof) to the extent that a force majeure event exists and the performance of the said obligations (or any part thereof) is hindered thereby. nooa shall notify the customer immediately and use reasonable efforts to mitigate the effects of the force majeure event.

10 External links and services

The client may install or activate third party services for use in connection with the service, such as online applications, offline software products or other third party services that run based on the nooa API in connection with the client's use of the service ("Third Party Services"). Acquisition and use of such third party services by the customer or its end users are the sole responsibility of the customer and the relevant third party provider. The customer acknowledges that providers of such third party services may gain access to customer data through interaction with and support of the service. To the extent that the customer consents to the access or transmission of customer data by such third party service provider, nooa shall not be responsible for any use, disclosure, modification or deletion of such customer data or for any acts or omissions on the part of the third party service provider or its service.

11 Confidentiality

11.1 Definition of confidential information

In the course of performance of this agreement, either party may provide the other party with information that is not generally known in the public domain and, at the time of disclosure, is either marked proprietary or confidential or reasonably understood to be so by the receiving party ("confidential information"). Confidential information specifically includes, but is not limited to, the service, one or more order form(s) signed by the parties, customer data, results, business plans, product plans and roadmaps, strategies, forecasts, projects and analyses, financial data and fee structures, business processes, methodologies and models, and technical documentation. Confidential information does not include any information that (a) is or becomes publicly available without breach of this



agreement by the receiving party, (b) was already known to the receiving party prior to disclosure by the disclosing party, (c) is or was independently developed by the receiving party without use of confidential information of the disclosing party, or (d) is or was lawfully received by the receiving party from a third party without an obligation of confidentiality.

11.2 Protection of confidential information

Except as otherwise expressly permitted under this agreement, with the express prior written consent of the disclosing party or under mandatory legal provisions, the receiving party shall not disclose, transmit or otherwise disseminate confidential information of the disclosing party. The receiving party shall treat the confidential information received from the disclosing party with the same care and prudence with which it treats its own confidential information, but in no event with less care than is objectively required. The receiving party may disclose the confidential information of the disclosing party to its employees, affiliates, consultants, subcontractors, agents or advisors ("representatives") who have an absolute need to have access to the confidential information for the purpose of performing this agreement and only to those persons who are under an obligation to maintain the confidentiality of such confidential information, provided that the level of protection afforded by the terms and conditions contained in this agreement is not thereby reduced. Either party may disclose the terms of this agreement to prospective parties to a bona fide capital raising, acquisition or similar transaction solely for the purposes of the proposed transaction if the prospective party is subject to written confidentiality obligations and use restrictions that provide no less protection than the obligations contained in this agreement.

11.3 Equitable relief

The receiving party acknowledges that the statutory remedy for a breach of this clause 11 may be inadequate and that, in addition to any other remedies to which it may be entitled, the disclosing party shall be entitled to seek equitable relief, including, without limitation, injunctive relief (without the requirement to provide any guarantee or other security, and without any similar requirement and without proof of actual damages) to prevent any breach or threatened breach of this clause 11 by the receiving party or any of its agents and to enforce the terms and provisions of this clause 11, in each case in addition to any other remedies to which the disclosing party may be entitled by operation of law or in good faith.

11.4 Forced disclosure

The receiving party may access and disclose confidential information of the disclosing party if it is legally compelled to do so in connection with a legal or regulatory proceeding, but in such case, if legally permitted to do so, must notify the disclosing party within a reasonable time prior to such access or disclosure to allow the disclosing party to request appropriate protective measures. If the receiving party is legally compelled to access or disclose the confidential information in a civil proceeding to which the disclosing party is a party, the disclosing party shall reimburse the receiving party for the reasonable costs of compiling such confidential information and providing secure access to it. The receiving party shall provide only that portion of the confidential information that is required to be disclosed by law, for all purposes other than disclosure required by mandatory legal requirements, the confidential information shall remain subject to the confidentiality protections of this agreement.

12 Data protection and data security

The protection and security of customer data is a high priority for nooa, which is why nooa strives to build the services in compliance with strict data protection and security principles.

nooa strives to protect the security of the services and websites by taking appropriate action against persons committing abuse, abusive activities as well as violations of nooa's terms and conditions. Abuse of the services, harmful behaviour towards others and breaches of the terms and policies are strictly prohibited. nooa is developing automated systems to improve its ability to identify and remove abusive individuals and abusive activities that may harm the community and the security of the services.

Information about how nooa collects, uses and shares data collected from and about the Client and Authorised Users is described in the "Privacy Policy Platform", which is incorporated by reference into these terms.



13 General terms and conditions

13.1 Applicable law and place of jurisdiction

Contracts between nooa and the client are governed by the laws of the Federal Republic of Germany. The place of jurisdiction for all disputes arising from contractual relationships between the customer and the provider is the registered office of the provider.

13.2 Notices

nooa may give general notices required for the provision of the services by email, text, in in-app notices or by posting on the nooa website or via the service itself and such electronic notices shall be deemed to satisfy any requirement in law that such notices be in writing.

Other notices must be delivered by email, registered mail, airmail or overnight courier to the addresses of the parties specified in this agreement or via an order form and shall be deemed received upon receipt. Notices to nooa must be sent to nooa at legal@nooa.app and copied to nooa GmbH, Rheinkaistraße 1, 68159 Mannheim, Germany.

13.3 Beta access

The customer may be invited to participate in the review and testing of pre-release versions, new beneficial tools and enhancements to the service, which may be specified to the customer as "alpha", "beta", "preview", "pre-release", "early access", or "evaluation" products or services (collectively, "beta testing" and the pre-release feature is the "beta product"). The customer acknowledges and understands that its participation in beta testing is not required and is at customer's own risk and that beta products are made available "as delivered" without warranties or guarantees of any kind and may be discontinued or modified at any time. Beta products are for evaluation and testing purposes and are not intended for use in production, do not include support, are not subject to any availability or security obligations and may be subject to additional terms and conditions. nooa shall have no liability for any impairment or damage arising out of or in connection with beta products. The beta products, including but not limited to a customer's evaluation of a beta product, are confidential information of nooa.

13.4 Relation between the parties

The parties are and shall be deemed to be independent organisations with respect to all services provided pursuant to this Agreement. This Agreement does not create any partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third party beneficiaries to this agreement. Notwithstanding this clause, the client's authorised users are not third party beneficiaries in respect of the client's rights under this agreement.

13.5 Partial nullity; no waiver of rights

If any provision of this agreement is found to be invalid or unenforceable pursuant to a court order, such provision shall be limited or waived to the minimum extent necessary so that this agreement shall otherwise remain in full force and effect and shall continue to be enforceable between the parties. No waiver of any provision of this agreement shall be deemed a further or continuing waiver of such provision or any other provision and any failure by a party to enforce any right or provision under this Agreement shall not constitute a waiver of such right or provision.

13.6 Assignment

This agreement and the rights and licenses granted hereunder may not be transferred or assigned by either party without the express written consent of the other party (which consent shall not be unreasonably withheld or delayed); provided, however, that either party may assign its rights under this agreement and any order form hereunder, upon written notice, without the consent of the other party, to any affiliate or successor in interest in connection with any merger, acquisition, corporate reorganisation or sale of all or substantially all of its assets, to the extent not involving a direct competitor of the other party. Any other assignment of this agreement shall be void. Subject to the foregoing, this agreement shall bind and entitle the parties hereto and their respective successors and permitted assigns.

13.7 Amendments

nooa may amend this agreement from time to time by posting the amended version on its website. If, in nooa's sole discretion, the proposed changes are material, nooa shall give the customer notice in accordance with clause 13.2 at least twenty (20) days before the effective date of the changes made. By continuing to access or use the service after the published effective date of the changes to this



agreement, the customer agrees to the amended version of the agreement. The general terms and conditions written here are complete and final.

13.8 Continuation

The following clauses shall remain in force after the expiry or termination of this agreement: clauses 4 ("Use of the Services"), 5 ("Property and property rights"), 6.2 ("Subscription fees"), 6.4 ("Taxes"), 7 ("Term and termination"), 8 ("Warranties"), 11 ("Confidentiality").

13.9 Other

The section titles of these terms and conditions are for convenience only and have no legal or contractual effect.

14 Definitions

"Customer data" means information submitted by an end user through the service, including all related communications, attachments, files, tasks, project names, team designations, distribution channels, conversations and other similar content.

"Documentation" means the then current version of the online user manuals made available under the "help" category of the service.

"Authorised user" means a natural person who is authorised by the client to use the service. Authorised users may include, but are not limited to, the employees, consultants, contractors and agents of the client or its affiliates.

"Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, companies, domain name rights, semiconductor topography rights, know-how and other trade secret rights and all other similar rights in intangible property, comparable embodiments thereof anywhere in the world.

"Improvements" means new features, functions, improvements, upgrades, bug fixes and error corrections to the Service generally provided by nooa at no additional charge.

"Order form" means an order document contained in the service interface or an online order entered into between the Client and nooa (or affiliates of either party) specifying the service or professional services (as applicable) provided pursuant to this agreement.

"Services" means the services of nooa's healthcare software-as-a-service platform, including enhancements, specified in the relevant order form.

"Subscription" means access to the service purchased by the customer.

"Subscription term" means the period specified in the order form during which the customer may use or access the service in accordance with the terms and conditions contained in this Agreement.