

My DORA.ai (SofMedica Ventures SRL.) MASTER SUBSCRIPTION AGREEMENT

The agreement governs the license acquisition, access and use of MyDORA.AI (SOFMEDICA VENTURES SRL) offerings, including trial access or free use (see section 5.3), and access or use obtained through a MyDORA.AI (SOFMEDICA VENTURES SRL)-authorized partner (see section 3). Customer accepts and agrees to the terms of the agreement by (1) clicking an “I ACCEPT” OR “I AGREE” OR similar button or checkbox to indicate acceptance, (2) executing or otherwise accepting an order form or other document that references the agreement, (3) accessing or using the MyDORA.AI (SOFMEDICA VENTURES) offerings on an unpaid basis, including but not limited to trial access, free use, special offers, or other proof of concept use, or (4) accessing or using MyDORA.AI (SOFMEDICA VENTURES) offerings obtained through a partner. The Agreement is effective between Customer and MyDORA.ai (Sofmedica Ventures) as of the date of the last signature on an Order Form incorporating this Master Subscription Agreement, or if not signed, on Customer’s acceptance of the Agreement.

1. DEFINITIONS. The following terms have the meanings set forth below, unless otherwise indicated:

1.1. “Account Data” means information about Customer provided to MyDORA.ai (Sofmedica Ventures SRL) in connection with the creation or administration of its MyDORA.ai (Sofmedica Ventures SRL) account, such as first and last name, username and email address of an Authorized User or Customer’s billing contact, license administrator, security contact or similar.

1.2. “Affiliate” means an entity that controls, is controlled by or is under common control with another entity, where “control” refers to ownership of more than 50% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity.

1.3. “Agreement” means this Master Subscription Agreement, together with any Order Form that incorporates it, including all referenced terms and conditions.

1.4. "Applicable Privacy Laws" means, in relation to any Personal Data that is processed in the provision of the MyDORA.ai (Sofmedica Ventures SRL) Offerings, the applicable legislation on the protection of identifiable individuals or households, including where applicable the General Data Privacy Regulation (Regulation (EU) 2016/679) (“GDPR”), the California Consumer Privacy Act (“CCPA”) and/or other applicable data protection or national/federal or state/provincial/emirate privacy legislation in force, including where applicable, binding statutes, decisions, guidelines, guidance notes and codes of practice issued from time to time by courts, data protection authorities and other applicable government authorities.

1.5. “Customer” means (a) in the case of an individual accepting the Agreement on his or her own behalf, such individual, or (b) the entity or organization listed

on an Order Form or on whose behalf the Agreement is otherwise accepted, and (c) any other entity or organization or individual deemed to be a Customer by the terms of this Master Subscription Agreement.

1.6. “Customer Data” means all data submitted, stored, posted, displayed, or otherwise transmitted by or on behalf of Customer in connection with the Products, including any such data that is subject to redaction as per HIPAA, GDPR, and other relevant privacy laws.

1.7. “Customer Hosted Software” means the software provided in machine-readable object code form to a Customer as identified in an Order Form, and if applicable, new releases, versions, and updates to the foregoing provided as part of Support or during the Term. Customer Hosted Software may, in MyDORA.ai (Sofmedica Ventures)’s discretion, be offered for a perpetual or limited term.

1.8. “Deliverable” means all works of authorship, formulas, algorithms, databases, scripts, modifications, configurations, logos, symbols, designs, and other inventions (whether patentable or not) that MyDORA.ai (Sofmedica Ventures) authors, makes, conceives, reduces to practice, delivers, develops or otherwise creates, either alone or jointly with others, while performing Professional Services.

1.9. “Documentation” means the then-current technical and non-technical specifications for a Product contained in the user, system, specification, support and configuration documentation made generally available to MyDORA.ai (Sofmedica Ventures) customers at [www.myDORA.ai](http://www.myDORA.ai) (Sofmedica Ventures).com, through customer portals and otherwise.

1.10. “MyDORA.ai (Sofmedica Ventures)” means the MyDORA.ai (Sofmedica Ventures) entity specified in the Order Form. If no Order Form applies, MyDORA.ai (Sofmedica Ventures) means the MyDORA.ai (Sofmedica Ventures) entity, if any, organized in the country where the Customer is headquartered, or if no such entity exists, Sofmedica Ventures SRL, a Romanian limited liability company, with its registered office at 87-91 Bucurestilor Avenue, Otopeni City, Ilfov County, registered with the Trade Registry under no. J23/6381/2023, sole registration code 48870402.

1.11. “MyDORA.ai (Sofmedica Ventures) Materials” means all documentation, materials, methodologies, processes, techniques, ideas, concepts, trade secrets, and know-how embodied in the Products, including Deliverables, or that MyDORA.ai (Sofmedica Ventures) may develop or supply in connection with the Products, Support, Professional Services or Deliverables.

1.12. “MyDORA.ai (Sofmedica Ventures) Offerings” means the Products and Subscriptions, Support and Professional Services.

1.13. “MyDORA.ai (Sofmedica Ventures) Properties” means the Products, Documentation, Deliverables, and MyDORA.ai (Sofmedica Ventures) Materials, including all copies, portions, extracts, selections, arrangements, compilations, adaptations, modifications and improvements thereof, and all derivative works of any of the foregoing.

- 1.14. “End User” means a User for whom use of or access to the MyDORA.ai (Sofmedica Ventures) Offerings has been obtained through a Partner.
- 1.15. “Free Use” means the use of MyDORA.ai (Sofmedica Ventures) Offerings, or any feature or function thereof, made available to Customer free of charge. Free Use excludes any purchased access or use.
- 1.16. “Intellectual Property Rights” means (a) patents and patent rights, rights of priority, mask work rights, copyrights, moral rights, trade secrets, know-how and any other form of intellectual or industrial property rights; (b) any other protected rights or assets and any licenses and permissions in connection therewith; (c) trademarks, trade names, logos, service marks, designs and other designations of source; in each case (a), (b) or (c), recognized in any country or jurisdiction of the world, and whether or not registered or able to be registered and for the full period thereof, and all extensions and renewals thereof, and all applications for registration in connection with the foregoing.
- 1.17. “Malicious Code” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.
- 1.18. “Open Source Software” means any open source, community, or other free code or libraries of any type, including, without limitation, any code which is generally made available on the internet without charge, such as, for illustrative purposes only, any code licensed under the GNU Affero General Public License (AGPL), GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), Apache License, BSD licenses, or other licenses approved by the Open Source Initiative.
- 1.19. “Order Form” means each MyDORA.ai (Sofmedica Ventures) order form, product schedule, quote or other order document which identifies the MyDORA.ai (Sofmedica Ventures) Offerings ordered by Customer and is agreed between MyDORA.ai (Sofmedica Ventures) and Customer. An Order Form may include an SOW.
- 1.20. “Partner” means an entity that has entered into an Order Form with MyDORA.ai (Sofmedica Ventures) that includes a limited right to resell the MyDORA.ai (Sofmedica Ventures) Offerings (directly or through a second tier Partner) to a specified End User or Customer, without rights of further resale.
- 1.21. “Personal Data” means any information that by itself or in combination does or can identify a specific individual or as defined in the Applicable Privacy Laws.
- 1.22. “Platform Usage Terms” means the supplemental terms and conditions applicable to the use of specific MyDORA.ai (Sofmedica Ventures) Offerings, the current version of which is available at [https://www.myDORA.ai \(Sofmedica Ventures\).com/company/trust-center/customers/](https://www.myDORA.ai (Sofmedica Ventures).com/company/trust-center/customers/) or referenced in an Order Form.

1.23. “Products” means the Customer Hosted Software and the SaaS Subscription.

1.24. “Professional Services” means any implementation, training, consulting, performance analysis or other professional services, provided by MyDORA.ai (Sofmedica Ventures) as set forth in an Order Form or in a SOW.

1.25. “Restricted Information” means any confidential or personal information that is protected by law and that requires the highest level of access control and security protection, whether in storage or in transit. Restricted Information includes, but is not limited to: (a) government-issued identification numbers, including social security numbers or other tax identification numbers, driver’s license numbers, passport numbers or other state-issued identification numbers, (b) unencrypted passwords or other authentication credentials or the combination of a username or email address along with a password or security question that would permit access to an online account, (c) protected health information, or any electronic protected health information (or other information subject to the HIPAA and HITECH Acts), (d) credit, debit or payment card information, financial or bank account information, or other information subject to PCI security standards, (e) data relating to a person under the age of 13 years old or subject to the Children’s Online Privacy Protection Act of 1998, 15 U.S.C. 6501-6505, (f) data that is subject to regulatory or contractual handling requirements under the GrammLeach-Bliley Act, and (g) data classified as “special category data” (or similar term) under Applicable Privacy Laws, including racial or ethnic origin, political opinions, religious beliefs, trade union membership, physical or mental health or condition, sexual orientation, genetic data, biometric data, or the commission or alleged commission any crime or offense about residents of Switzerland or any member country of the European Union.

1.26. “Statement of Work” or “SOW” means a written description of the Professional Services to be provided to Customer.

1.27. “SaaS Subscription” means the hosted services provided by or on behalf of MyDORA.ai (Sofmedica Ventures) to Customer, including the electronic reports, analyses, and statistical and performance-related information generated by the SaaS Subscription.

1.28. “Subscription” means the access to Software as a Service (SaaS) provided by MyDORA.ai (Sofmedica Ventures), standard Support and/or maintenance for Products licensed, provided for by an Order Form.

1.29. “Support” means the updates for supported Product versions and technical support services generally made available from time to time to MyDORA.ai (Sofmedica Ventures) customers, as specified in the MyDORA.ai (Sofmedica Ventures) online support policies and the applicable Order Form.

1.30. “Term” means the initial period for Customer’s access to the Subscriptions set forth in an Order Form and any Renewal Term (as defined in Section 18.2).

1.31. “Third-Party User” is a third-party contractor or vendor designated by Customer as a User as permitted under Section 4.

1.32. “Subsidiary” means a subsidiary which is greater than fifty (50%) percent owned by a party.

1.33. “Users” means Customer or its Subsidiary’s employees and Third-Party Users (as defined in Section 4), if applicable, for whom Subscriptions have been purchased or for whom Trial Access or Free Use has been obtained.

1.34 “Redacted Data” means data that has been processed to remove or obscure personal identifying information to ensure compliance with HIPAA, GDPR, and other relevant privacy laws.

1.35 “HIPAA” means the Health Insurance Portability and Accountability Act of 1996, as amended.

1.36 “GDPR” means the General Data Protection Regulation (EU) 2016/679.

1.37 “Licensed Surgeon” means an individual surgeon who is granted access to the Products under this Agreement.

1.38 “Group License” means a license agreement entered into by a hospital or hospital network that provides access to the Products to multiple Licensed Surgeons.

1.39 “Authorized Assistant” means an individual who is authorized by a Licensed Surgeon to access, modify, or review information on the Products solely for the benefit of the Licensed Surgeon.

2. AGREEMENT; ORDER OF PRECEDENCE. The Agreement governs the use by Customer and its Users of the MyDORA.ai (Sofmedica Ventures) Offerings. Each Order Form that incorporates this Master Subscription Agreement will constitute a separate Agreement and govern its own subject-matter and not any other subject-matter of this Master Subscription Agreement. In the event of a conflict between an Order Form and this Master Subscription Agreement, this Master Subscription Agreement will take precedence, except for (a) any matter that this Master Subscription Agreement expressly permits to be established or modified in an Order Form or SOW, or (b) any specific provision in an Order Form or SOW that expresses an intent to supersede a specified provision in this Master Subscription Agreement.

### 3. PARTNER TRANSACTIONS.

3.1 The terms of this Master Subscription Agreement (excluding terms relating to delivery of and payment for the MyDORA.ai (Sofmedica Ventures) Offering) and the applicable Platform Usage Terms (together, the “Resale End-User Terms”) govern the use of any MyDORA.ai (Sofmedica Ventures) Offering by or for the benefit of an End-User. By its use of the MyDORA.ai (Sofmedica Ventures) Offering, such End-User agrees to and is bound by the Resale End-User Terms, which are incorporated by reference into the contract for such

resale transaction as if such End-User was a Customer hereunder. MyDORA.ai (Sofmedica Ventures) is, and both End-User and Partner hereby acknowledge and appoint MyDORA.ai (Sofmedica Ventures) as, a third-party beneficiary of the Resale End-User Terms. MyDORA.ai (Sofmedica Ventures) is entering into this Agreement in reliance on its status as a third-party beneficiary to the Resale End User Terms between Customer and the End User, and MyDORA.ai (Sofmedica Ventures) shall be entitled to enforce the Resale End User Terms directly against the End User. MyDORA.ai (Sofmedica Ventures) is not responsible for any acts, omissions, products or services provided by Partner. Partner is not authorized to modify the Resale End-User Terms or make any commitment for MyDORA.ai (Sofmedica Ventures), and MyDORA.ai (Sofmedica Ventures) is not bound by any obligations to End-User other than as set forth in the Resale End-User Terms.

3.2 End-User's access to and use of MyDORA.ai (Sofmedica Ventures) Offerings is determined by the Order Form between Partner and MyDORA.ai (Sofmedica Ventures) identifying the End-User. The amount paid or payable by the Partner for End-User's use of the MyDORA.ai (Sofmedica Ventures) Offerings will be deemed the amount paid or payable by Customer under the Agreement for the purpose of Section 17 (Limitation of Liability).

4. **THIRD-PARTY USERS.** Customer may designate one or more Third-Party Users as required to facilitate Customer's permitted use of the Products, provided that use and access by any Third-Party User must be under obligation of nondisclosure consistent with Section 16 (Confidentiality), solely for Customer's or its Subsidiary's internal business operations and benefit, and otherwise subject to the terms of the Agreement. Customer accepts responsibility for the acts or omissions of such Third-Party Users as if they were its own and agrees to enforce (and to assist MyDORA.ai (Sofmedica Ventures) in enforcing) the terms of the Agreement against Third-Party Users. MyDORA.ai (Sofmedica Ventures) shall have no direct or indirect obligation or liability to any Third-Party User. Authorized Assistants are considered as permitted Third-Party Users under the Agreement. Include that Authorized Assistants are allowed to use the Products only as specified under the User Access and Restrictions section.

5. **LICENSE GRANT.** The license and use rights in the Product granted hereunder are subject to compliance by Customer and its Users with the Agreement and may be suspended or terminated as set forth in Sections 8 (Pricing, Invoicing and Payments) or 18 (Term and Termination). Customer acknowledges and agrees that its purchase of Products under this Agreement is not conditioned or contingent on the delivery of any specific future modules, features, functionalities, upgrades or enhancements ("Future Products") or any statements by MyDORA.ai (Sofmedica Ventures), whether oral or written, regarding Future Products. Persons who are or who may become MyDORA.ai (Sofmedica Ventures)'s direct competitors are prohibited from accessing or using the MyDORA.ai (Sofmedica Ventures) Offerings, except with MyDORA.ai (Sofmedica Ventures)'s prior written consent, and any such access or use may be terminated

by MyDORA.ai (Sofmedica Ventures) without notice. The direct competitor status is determined by MyDORA.ai (Sofmedica Ventures), based on its own, good faith, assessment.

5.1. Customer Hosted Software. MyDORA.ai (Sofmedica Ventures) grants Customer, during the Term, a limited, non-exclusive, non-transferable right and license (without the right to grant or authorize sublicenses) for its Users to install and use the Customer Hosted Software solely by Customer and its Users within the territory, scope, type of use, limitations on deployment and as otherwise set forth in the applicable Order Form and for which Customer has paid the applicable fees to process Customer Data for Customer's internal business purposes, in accordance with the Documentation and the Agreement. Customer may reproduce the Customer Hosted Software and Documentation as reasonably necessary to support its authorized use of the Customer Hosted Software, and for backup and archival purposes, provided such copies include the MyDORA.ai (Sofmedica Ventures) trademarks, trade names, logos, and notices present on the Customer Hosted Software and Documentation.

5.2. SaaS Subscription. MyDORA.ai (Sofmedica Ventures) grants Customer, during the Term, a limited, non-exclusive, non-transferable right for its Users to access and use the SaaS Subscription including, without limitation, the reports and statistical data generated for Customer through its use of the SaaS Subscription, solely by Customer and its Users within the territory, scope, type of use, limitations on deployment and as otherwise set forth in the applicable Order Form and for which Customer has paid the applicable fees to process Customer Data for Customer's internal business purposes, in accordance with the Documentation and the Agreement.

5.3. Trial Access; Other Free Use.

5.3.1. If a Customer is provided trial access to the Products ("Trial Access"), Customer may access the Products as Free Use during a fifteen (15) day period, unless otherwise extended by MyDORA.ai (Sofmedica Ventures) (the "Trial Period"). Trial Access is for the sole and exclusive purpose of enabling Customer to evaluate a prospective purchase of Products and not to be deployed as part of Customer's business processes. Certain features may not be available for use during the Trial Period. Unless earlier terminated, Trial Access will automatically time-out at the end of the Trial Period without further notice. MyDORA.ai (Sofmedica Ventures) may make other Free Use available to Customer in its sole discretion from time to time.

5.3.2. All Free Use, including Trial Access, is subject to the terms and conditions of the Agreement; supplemental terms and conditions made available by MyDORA.ai (Sofmedica Ventures) may also apply and are incorporated herein by this reference. In the event of a conflict between this Section and any other portion of the Agreement, this Section shall control. Free use is provided to Customer without charge, subject to certain limits, and otherwise as described in the Documentation. Usage over the limits established by MyDORA.ai (Sofmed-

ica Ventures) for Free Use requires Customer's purchase of additional Products, resources or services. Customer agrees that MyDORA.ai (Sofmedica Ventures), in its sole discretion and for any or no reason, may terminate Customer's access to the Free Use or any part thereof without prior notice, and Customer agrees that MyDORA.ai (Sofmedica Ventures) will not be liable to Customer or any third party for such termination. Customer is solely responsible for exporting Customer Data, if applicable, from the Products subject to Free Use prior to termination or expiration of its access to Free Use.

5.3.3. NOTWITHSTANDING THE SECTIONS BELOW CAPTIONED "MUTUAL WARRANTIES" AND "LIMITED WARRANTIES AND REMEDIES", TRIAL ACCESS AND OTHER FREE USE IS PROVIDED "AS-IS" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. MYDORA.AI (SOFMEDICA VENTURES) SHALL HAVE NO LIABILITY OF ANY TYPE WITH RESPECT TO SUCH ACCESS OR USE UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE MYDORA.AI (SOFMEDICA VENTURES)'S LIABILITY SHALL NOT EXCEED \$1,000.00. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE "LIMITATION OF LIABILITY" SECTION BELOW, CUSTOMER SHALL BE FULLY LIABLE UNDER THE AGREEMENT TO MYDORA.AI (SOFMEDICA VENTURES) AND ITS AFFILIATES FOR ANY BREACH BY CUSTOMER OF THE AGREEMENT OR ANY DAMAGES ARISING OUT OF CUSTOMER'S USE OF THE PRODUCTS UNDER THIS SECTION 5.3.

5.4. Open Source Software. Notwithstanding the foregoing license grants, the Agreement is not meant to change or supersede the terms of any Open Source Software license applicable to any portion of the Products or any component provided with the Products. To the extent that the terms of any such license conflict with the terms set forth herein, the terms of such Open Source Software license will prevail.

5.5. Government Customer and End-User Rights. U.S federal government End-Users acknowledge and agree that MyDORA.ai (Sofmedica Ventures) Offerings are "commercial items" as defined in Federal Acquisition Regulation (FAR) 2.101, and any agreement between MyDORA.ai (Sofmedica Ventures) and Partner or its End-User as Customer is a commercial-item subcontract governed by FAR 52.244-6 or 52.212-5(e) as applicable; only the mandatory flow-down clauses of FAR 52.244-6 or 52.212-5(e) apply to MyDORA.ai (Sofmedica Ventures) unless further FAR and FAR Supplement clauses are specifically identified and are accepted by MyDORA.ai (Sofmedica Ventures) in writing. For all United States federal government Customers and End-Users, the terms of this standard commercial software license customarily provided to the public govern, as provided by FAR 12.212, Defense FAR Supplement (DFARS) 227.7202-1 and 227.7202-3, or other applicable laws and regulations. No other license to the Product is valid or enforceable unless (and solely to the extent) specifically agreed to in writing by MyDORA.ai (Sofmedica Ventures). For all other government entities, license to

the Products is offered only under this license; no other license to the Products is valid or enforceable unless (and solely to the extent) specifically agreed to in writing by MyDORA.ai (Sofmedica Ventures).

5.6 Group License: In the case of a Group License, the hospital or hospital network shall ensure that each Licensed Surgeon agrees to and complies with the terms of this Agreement. The hospital or hospital network will be responsible for any breach of this Agreement by a Licensed Surgeon under its Group License.

6. SUPPORT. MyDORA.ai (Sofmedica Ventures) will provide Support for Products, subject to the payment of any applicable fees as specified in the Order Form.

7. PROFESSIONAL SERVICES. 7.1. Statements of Work. MyDORA.ai (Sofmedica Ventures) will provide the Professional Services identified in an Order Form, which may be further described in one or more SOWs. Each SOW may include, without limitation: (a) a description of the scope and type of Professional Services; (b) the location where the Professional Services will be performed; (c) any Deliverables; (d) the schedule for performance and delivery of Deliverables; and (e) additional fees, out of pocket expenses and payment terms applicable to the Professional Services.

7.2. Deliverables. MyDORA.ai (Sofmedica Ventures) retains all Intellectual Property Rights in the Deliverables and other works prepared by MyDORA.ai (Sofmedica Ventures) under the Agreement. Subject to Customer's compliance with the Agreement, MyDORA.ai (Sofmedica Ventures) hereby grants Customer a limited, non-exclusive, non-transferable, license to use the Deliverables, solely for its internal business purposes as necessary to Customer's related use of the applicable Product. Notwithstanding any other provision of the Agreement, nothing herein will be construed to assign or transfer any Intellectual Property Rights in the MyDORA.ai (Sofmedica Ventures) Materials or Deliverables, and to the extent MyDORA.ai (Sofmedica Ventures) Materials are delivered with or as part of the Deliverables, they are licensed, not assigned, to Customer, on the same terms as the Deliverables. Training sessions may not be recorded without MyDORA.ai (Sofmedica Ventures)'s prior written consent.

7.3. Non-Solicitation. During the term of any Professional Services engagement and for twelve (12) months thereafter, Customer agrees to the extent permitted by law that it will not, directly or indirectly, solicit for employment or employ any MyDORA.ai (Sofmedica Ventures) employee who is identified by Customer as a result of or in connection with the Professional Services; provided, however, that (a) non-directed newspaper or internet help wanted advertisements and search firm engagements shall not be considered solicitations hereunder, and (b) the restrictions of this clause shall not apply with respect to MyDORA.ai (Sofmedica Ventures) employees that initiate contact with Customer.

8. PRICING, INVOICING, AND PAYMENTS.

8.1. Pricing and Invoicing. Prices for the MyDORA.ai (Sofmedica Ventures)

Offerings are set forth in the applicable Order Form; fees may be invoiced in advance or otherwise as specified in the Order Form. Customer may use up to the purchased consumption amount set forth in an Order Form as provided therein; additional charges will apply for additional purchases or usage in excess of the purchased consumption. Except as provided under the Agreement, Orders may not be cancelled or reduced during the Term.

8.2. Payments. Unless otherwise specified in an Order Form, Customer will pay MyDORA.ai (Sofmedica Ventures) the amounts set forth on any invoice issued pursuant to the Agreement in the specified currency within thirty (30) days of the date of the invoice. Payment obligations for all MyDORA.ai (Sofmedica Ventures) Offerings are non-cancelable, and fees are non-refundable except as otherwise provided in the Agreement. Unless otherwise provided in an Order Form or SOW, MyDORA.ai (Sofmedica Ventures) may impose a late payment charge at the maximum rate allowed by law. If Customer fails to pay any fee due under an Order Form or the Agreement, without limiting any of its other rights or remedies, MyDORA.ai (Sofmedica Ventures) may suspend performance until MyDORA.ai (Sofmedica Ventures) receives all past due amounts from Customer. Should MyDORA.ai (Sofmedica Ventures) be forced to commence legal action to collect fees owed, MyDORA.ai (Sofmedica Ventures) is entitled to recover its attorneys' fees and other direct costs of collection. Customer understands that one or more invoices may be issued under each Order Form, that multiple Order Forms may be executed under the Agreement, that Customer shall have no right to set-off, deduct from or reduce payments owed under any Order Form in respect of any claim against or obligation of MyDORA.ai (Sofmedica Ventures) whatsoever, and that Customer's obligation to pay for MyDORA.ai (Sofmedica Ventures) Offerings ordered under one Order Form is separate from, and not contingent on delivery or performance of MyDORA.ai (Sofmedica Ventures) Offerings ordered under any other Order Form. In the event of a good faith dispute for payment on any invoice, Customer will, within fifteen (15) days of receipt of the invoice, notify MyDORA.ai (Sofmedica Ventures) in writing of the dispute and the parties will use commercially reasonable efforts to resolve such dispute. Undisputed amounts remain payable as provided herein and in the relevant Order Form. The existence of a dispute shall not delay, limit or restrict MyDORA.ai (Sofmedica Ventures)'s rights to collect such amounts or enforce its right to payment.

8.3. Purchase Order(s). Customer may provide a purchase order (which does not have to be signed by Customer to be valid) or the number or copy of its purchase order, to MyDORA.ai (Sofmedica Ventures) for Customer's administrative convenience. These purchase orders must come from the e-mail address provided on the Order Form or through already established communication channels with the Customer. On request, MyDORA.ai (Sofmedica Ventures) will reference the purchase order number on its invoices, provided the purchase order references the Order Form and is received reasonably prior to the date of the invoice. Customer acknowledges that MyDORA.ai (Sofmedica Ventures) has the right to issue an invoice and collect payment without a corresponding purchase order. The terms

and conditions stated in any purchase order delivered in connection with an Order Form (or an invoice thereunder) shall have no force or effect.

8.4. Delivery. Products are made available by electronic delivery. Products are deemed to be delivered and accepted on issuance of the license key or when electronic notice is sent that the purchased Products are available. The Customer accepts that they have no right of return regarding the electronically delivered Products, unless otherwise provided in this Agreement.

8.5. Renewals. Fees for any Renewal Term are subject to a fee increase of not more than a seven percent (7%) increase (or such higher percentage as is indicated by applying a generally accepted national consumer price index for the relevant period) from the annual fee level for the relevant Subscription in the immediately prior term, at the sole discretion of MyDora.ai (Sofmedica Ventures). Fees for renewal of promotional or one-time priced Subscriptions will be at MyDORA.ai (Sofmedica Ventures)'s applicable list price in effect at the time of the applicable renewal. Renewal fee increases will be effective, and the initial invoice amount will be due and payable, at the start of the Renewal Term. Notwithstanding anything to the contrary, any renewal that has decreased in units, term or otherwise from the prior Subscription will result in re-pricing at renewal without regard to the prior term's pricing.

9. TAXES AND DUTIES. Customer will pay all sales, seller's use, VAT, GST, or similar taxes ("Transaction Taxes") due under the Agreement, except for taxes based on MyDORA.ai (Sofmedica Ventures) net income, unless Customer provides MyDORA.ai (Sofmedica Ventures) with a properly completed exemption certificate. Transaction Taxes will be separately stated on a MyDORA.ai (Sofmedica Ventures) invoice. Except as specifically identified in an Order Form, all prices are exclusive of all taxes, duties, withholdings and other governmental assessments. If Customer is required to pay any such taxes to taxing authorities, directly or through withholding obligations, Customer will deduct the amount of such taxes from any amounts due to MyDORA.ai (Sofmedica Ventures) hereunder and promptly pay that amount to the relevant taxing authority. Customer will provide MyDORA.ai (Sofmedica Ventures) with documentation evidencing the payment or withholding of any such taxes to the proper taxing authorities.

#### 10. CUSTOMER RESPONSIBILITIES.

10.1 Customer will (a) be responsible for Users' compliance with the Agreement (including contractual usage limitations) and Documentation; (b) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Products, and providing any required notices to, and receiving any required consents and authorizations from, Users and persons whose Personal Data may be included in Account Data or Customer Data; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Products or Deliverables, and promptly notify MyDORA.ai (Sofmedica Ventures) of any such unauthorized use or access; and (d) ensure use of the MyDORA.ai (Sofmedica Ventures)

Properties is only in accordance with the Agreement, the Documentation, and all applicable laws and government regulations, including without limitation Applicable Privacy Laws.

10.2 Restrictions. Customer will not: (a) make any Product or Deliverable available to anyone other than Customer or Users, or use any Product or Deliverable for the benefit of anyone other than Customer as permitted by the Agreement; (b) reverse engineer, decompile, disassemble or otherwise attempt to derive or gain access to the object code, source code or other operational mechanisms or the underlying ideas, methodologies or algorithms of the MyDORA.ai (Sofmedica Ventures) Properties (except and to the extent such restriction is specifically prohibited by applicable law without the possibility of waiver, and then on prior written notice to MyDORA.ai (Sofmedica Ventures)); (c) modify, adapt, translate, copy or create derivative works based on any element of the MyDORA.ai (Sofmedica Ventures) Properties; (d) sell, resell, license, sublicense, distribute, make available, rent, lease, publish, assign, or otherwise commercially exploit or transfer its rights to use any Product or Deliverable to any third party, including as part of a managed services offering, service bureau, outsourcing offering, software as a service, cloud or other technology or service (unless such managed services are expressly authorized by a separately executed agreement between the parties); (e) use the Product to store or transmit Malicious Code; (f) attempt to gain unauthorized access to any Product or its related systems or networks, including through direct or indirect penetration testing; or (g) access or use any Product or Deliverable in order to (1) copy or re-use ideas, features, functions or graphics, (2) develop, offer or build a product or service that competes with any MyDORA.ai (Sofmedica Ventures) Offering, (3) perform or publish benchmarks or competitive analyses, or (4) determine whether MyDORA.ai (Sofmedica Ventures) Properties are within the scope of any patent.

10.3 Compliance with Data Protection Laws: Customer shall ensure that all data provided to MyDORA.ai (Sofmedica Ventures), including data collected from end-users, complies with HIPAA, GDPR, and other relevant data protection laws. Customer is responsible for obtaining any necessary consents and authorizations for the processing of such data.

10.4 Authorized Access: Access to the Products is exclusively limited to Licensed Surgeons and their Authorized Assistants. Authorized Assistants may access the Products solely to provide, modify, or review information for the specific benefit of the Licensed Surgeon.

10.5 Responsibility for Authorized Assistants: Licensed Surgeons are responsible for the actions of their Authorized Assistants and must ensure that Authorized Assistants comply with the terms of this Agreement. Any breach of the Agreement by an Authorized Assistant shall be deemed a breach by the Licensed Surgeon and of the Customer.

## 11. OWNERSHIP.

11.1. General. Customer acknowledges and agrees that this is not an agreement

for custom development or “work for hire”, and as such, Customer will not acquire any ownership rights in the MyDORA.ai (Sofmedica Ventures) Properties.

11.2. MyDORA.ai (Sofmedica Ventures) Properties; Feedback. As between MyDORA.ai (Sofmedica Ventures) and Customer, all right, title and interest, including all worldwide Intellectual Property Rights, in and to the MyDORA.ai (Sofmedica Ventures) Properties belong to and are retained solely by MyDORA.ai (Sofmedica Ventures) or its licensors, as applicable. Customer hereby agrees that MyDORA.ai (Sofmedica Ventures) shall have the unrestricted, transferrable, worldwide, fully paid, royalty-free right and license to use, practice and exploit any and all evaluations, ideas, feedback and suggestions made by Customer to MyDORA.ai (Sofmedica Ventures) regarding the MyDORA.ai (Sofmedica Ventures) Properties (collectively, “Feedback”) including the right to use and exploit all Intellectual Property Rights in the Feedback.

11.3. Customer Data. As between MyDORA.ai (Sofmedica Ventures) and Customer, all right, title and interest in the Customer Data and all Intellectual Property Rights therein, belong to and are retained solely by Customer. Customer hereby grants to MyDORA.ai (Sofmedica Ventures) a limited, non-exclusive, royalty-free, worldwide license to use the Customer Data and perform all acts with respect to the Customer Data as may be necessary for MyDORA.ai (Sofmedica Ventures) to provide the MyDORA.ai (Sofmedica Ventures) Offerings to Customer, or as otherwise authorized by Customer in writing. Customer agrees that MyDORA.ai (Sofmedica Ventures) may monitor and collect data from Customer’s use of the MyDORA.ai (Sofmedica Ventures) Offerings for license compliance, to prevent fraud and illegal activity, and if aggregated and not identifying Customer or any individual, to improve MyDORA.ai (Sofmedica Ventures)’s current and future offerings, for industry analysis, benchmarking, and analytics.

## 12. WARRANTIES.

12.1. Mutual Warranty. Each party represents, warrants and covenants that: (a) it has the full power and authority to enter into the Agreement and to perform its obligations hereunder, without the need for any consents, approvals or immunities not yet obtained; and (b) its acceptance of and performance under the Agreement will not breach any agreement with any third party or any obligation owed by it to any third party.

12.2. Limited Warranties and Remedies. The following limited warranties apply only to the extent that Customer has purchased the applicable MyDORA.ai (Sofmedica Ventures) Offering: 12.2.1. MyDORA.ai (Sofmedica Ventures) Products. MyDORA.ai (Sofmedica Ventures) warrants that the Products will operate substantially in compliance with the applicable Documentation during the Term, provided that the Products have been properly installed and always used as described in the applicable Documentation and have not been modified or added to other than by MyDORA.ai (Sofmedica Ventures). If the Product does not perform as warranted, MyDORA.ai (Sofmedica Ventures) will undertake, at its

sole option and as Customer's exclusive remedy for breach of this warranty, to (a) correct the non-conformance, (b) replace the Customer Hosted Software, or (c) if MyDORA.ai (Sofmedica Ventures) determines that it is not commercially reasonable or possible to correct a material non-conformity within a reasonable time from receipt of written notice from Customer detailing the warranty claim, the Order Form for the affected Product will be cancelled and MyDORA.ai (Sofmedica Ventures) will refund any unused prepaid fees for the affected Product.

12.2.2. Professional Services. MyDORA.ai (Sofmedica Ventures) will use commercially reasonable efforts to perform the Professional Services and deliver the Deliverables according to the specifications, if any, set forth in the relevant Order Form and SOW. If MyDORA.ai (Sofmedica Ventures) fails to do so and Customer notifies MyDORA.ai (Sofmedica Ventures) within thirty (30) days of the date the Professional Services were performed, MyDORA.ai (Sofmedica Ventures) will undertake at its sole option and as Customer's exclusive remedy for breach of this warranty, to (a) re-perform the non-conforming Professional Services, or (b) if MyDORA.ai (Sofmedica Ventures) determines that re-performance is not commercially reasonable, the SOW for the affected Professional Services will be cancelled and MyDORA.ai (Sofmedica Ventures) will refund to Customer any pre-paid fees corresponding to the affected Professional Services.

12.3. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED ABOVE IN SECTION 12.1 AND 12.2, MYDORA.AI (SOFMEDICA VENTURES) DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT FACTORS SUCH AS CHANGES TO CUSTOMER'S MONITORING PROFILE, NETWORK ISSUES, VERSIONS OF CUSTOMER APPLICATIONS, CORRUPTED, INCOMPLETE AND/OR INTERRUPTED DATA RECEIVED BY MYDORA.AI (SOFMEDICA VENTURES) FROM CUSTOMER'S SITE(S), MAY HAVE A MATERIAL IMPACT ON THE ACCURACY, RELIABILITY, AVAILABILITY AND/OR TIMELINESS OF RESULTS, AND MYDORA.AI (SOFMEDICA VENTURES) SHALL NOT BE RESPONSIBLE FOR ANY SUCH FACTORS. MYDORA.AI (SOFMEDICA VENTURES) DOES NOT WARRANT THAT: (A) THE USE OF ANY MYDORA.AI (SOFMEDICA VENTURES) PRODUCT OR DELIVERABLES WILL OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (B) THE PRODUCTS OR DELIVERABLES OR ANY INFORMATION OBTAINED THROUGH THE PRODUCTS OR DELIVERABLES WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS; (C) ANY STORED CUSTOMER DATA WILL BE ACCURATE OR RELIABLE; OR (D) THE PRODUCTS OR DELIVERABLES WILL BE UNINTERRUPTED, ERROR-FREE OR VIRUS-FREE, OR THAT ERRORS OR DEFECTS THEREIN WILL BE CORRECTED. MYDORA.AI (SOFMEDICA VENTURES) IS NOT RESPONSIBLE FOR THE

IMPACT ON THE ACCURACY, RELIABILITY, AVAILABILITY AND/OR TIMELINESS OF RESULTS OF FACTORS OUTSIDE ITS REASONABLE CONTROL, INCLUDING CHANGES TO CUSTOMER'S MONITORING PROFILE, CUSTOMER NETWORK ISSUES, VERSIONS OF CUSTOMER APPLICATIONS, CORRUPTED, INCOMPLETE AND/OR INTERRUPTED DATA RECEIVED FROM CUSTOMER'S SITE(S) OR OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. MYDORA.AI (SOFMEDICA VENTURES) IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS.

### 13. MYDORA.AI (SOFMEDICA VENTURES) INDEMNITY.

13.1. IP Claims. MyDORA.ai (Sofmedica Ventures), at its expense, will defend Customer and its Affiliates and their respective officers, directors and employees (the "Customer Indemnified Parties") from and against all actions, proceedings, claims and demands by a third party (a "Third-Party Claim") alleging that the Product or Deliverable received by Customer under the applicable Order Form, as of the delivery date, infringes any copyright or misappropriates any trade secret and will pay all damages, costs and expenses, including attorneys' fees and costs (whether by settlement or final award) incurred by the Customer Indemnified Parties directly from any such Third-Party Claim. Together with the mitigation obligations set forth below, this represents MyDORA.ai (Sofmedica Ventures)'s entire liability, and Customer's sole and exclusive remedy, for infringement of any intellectual property or proprietary rights by any MyDORA.ai (Sofmedica Ventures) Product, Deliverable or otherwise. Notwithstanding anything to the contrary in the Agreement, the foregoing obligations will not apply with respect to a claim of infringement that arises out of (a) infringing or illegal Customer Data; (b) use of the MyDORA.ai (Sofmedica Ventures) Product in combination with any software, hardware, network, technology or system not supplied by MyDORA.ai (Sofmedica Ventures) where the alleged infringement relates to such combination; (c) any modification or alteration of the Product other than by MyDORA.ai (Sofmedica Ventures); (d) Customer's continued use of the Product after MyDORA.ai (Sofmedica Ventures) notifies Customer to discontinue use because of an infringement claim; (e) use of the Product other than as authorized under the Agreement; or (f) failure to implement an update, upgrade or bug fix that MyDORA.ai (Sofmedica Ventures) has provided at no charge where such implementation may avoid infringement.

13.2. Mitigation. If any Third-Party Claim which MyDORA.ai (Sofmedica Ventures) is obligated to defend has occurred, or in MyDORA.ai (Sofmedica Ventures)'s determination, is likely to occur, MyDORA.ai (Sofmedica Ventures) may, at its option: (a) obtain for Customer the right to continue using the Product; (b) replace or modify the Product so that it avoids such claim; or (c) if such remedies are not reasonably available, terminate Customer's license for the infringing Product or Deliverable and provide Customer with a refund of any unused fees Customer prepaid to MyDORA.ai (Sofmedica Ventures) for

the infringing Product or Deliverable, provided however that with respect to infringing Products licensed to Customer for a perpetual term, such refund is pro-rated equally over a thirtysix (36) month period from the date of delivery of such Product. If such termination materially affects MyDORA.ai (Sofmedica Ventures)'s ability to meet its remaining obligations under the relevant Order Form then MyDORA.ai (Sofmedica Ventures) may, at its option and upon written notice, terminate the Order Form, in whole or in part, and refund such other unused fees prepaid to MyDORA.ai (Sofmedica Ventures) for MyDORA.ai (Sofmedica Ventures) Offerings terminated.

14. CUSTOMER INDEMNITY. Customer will, at its expense, defend MyDORA.ai (Sofmedica Ventures), its Affiliates, licensors and their respective officers, directors and employees (the "MyDORA.ai (Sofmedica Ventures) Indemnified Parties") from and against any and all Third-Party Claims which arise out of or relate to: (a) a claim or threat that the Customer Data infringes, misappropriates or violates any third party's privacy or Intellectual Property Rights; (b) Customer's breach of Section 10.2 (Restrictions); or (c) the occurrence of any of the exclusions set forth above in Section 13.1 (IP Claims) (a) through (f). Customer will pay all damages, fines, costs and expenses, including attorneys' fees and costs (whether by settlement or award of by a final judicial judgment) incurred by the MyDORA.ai (Sofmedica Ventures) Indemnified Parties from any such Third-Party Claim.

15. INDEMNIFICATION PROCEDURES. Either Party's respective indemnification obligations (each an "Indemnifying Party") are conditioned upon: (a) being promptly notified in writing of any Third-Party Claim, (b) having the sole and exclusive right to control the defense and settlement of the Third-Party Claim, and (c) the MyDORA.ai (Sofmedica Ventures) or Customer Indemnified Parties (as applicable the "Indemnified Party") providing all reasonable assistance (at the Indemnifying Party's expense and reasonable request) in the defense of such Third-Party Claim. In no event will an Indemnified Party settle any claim without the Indemnifying Party's prior written approval. The Indemnified Party may, at its own expense, engage separate counsel to advise it regarding a Third-Party Claim and to participate in the defense of the Third-Party Claim, subject to the Indemnifying Party's right to control the defense and settlement.

16. CONFIDENTIALITY.

16.1. Definition of Confidential Information. "Confidential Information" means any and all non-public information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") in any form or medium, whether oral, written, graphical or electronic, pursuant to the Agreement, that is designated confidential or proprietary, or that a reasonable person should understand is confidential or proprietary. Confidential Information includes, but is not limited to: the terms of the Agreement, information related to either party's technology, products, know-how, trade secrets, whether or not patentable or copyrightable, security reports, specifications, customers, business plans, pricing information, promotional and marketing activities, finances and other

business affairs, MyDORA.ai (Sofmedica Ventures) Properties and anything else created or developed by MyDORA.ai (Sofmedica Ventures) in connection with the Agreement and the MyDORA.ai (Sofmedica Ventures) Offerings. Customer will not remove or destroy any proprietary markings or restrictive legends placed upon or contained in the MyDORA.ai (Sofmedica Ventures) Properties. The foregoing notwithstanding, Confidential Information excludes business contact information such as job/position title; department, team or functional group name; business telephone, mobile or fax numbers; and business email addresses. The confidentiality obligations of Licensed Surgeons and their Authorized Assistants, particularly in relation to patient data and any sensitive medical information accessed through the Products is the exclusive responsibility of the licensee.

16.2. Nondisclosure Obligations. The Receiving Party will not use the Confidential Information of the Disclosing Party for any purpose other than as necessary to fulfill its obligations or to exercise its rights under the Agreement, and by MyDORA.ai (Sofmedica Ventures) to improve the MyDORA.ai (Sofmedica Ventures) Offerings (the “Purpose”). The Receiving Party will not disclose Confidential Information of the Disclosing Party to any third party; provided that the Receiving Party may disclose Confidential Information to its partners, officers, directors, employees, contractors, Affiliates, agents, advisors, or representatives (“Representatives”) who need access to such Confidential Information for the Purpose and who are subject to written confidentiality obligations at least as stringent as the obligations set forth in this Section 16. Each party accepts responsibility for the actions of its Representatives and will protect the other party’s Confidential Information in the same manner as it protects its own valuable confidential information, but with no less than reasonable care. The Receiving Party will promptly notify the Disclosing Party upon becoming aware of a breach or threatened breach hereunder and will cooperate with any reasonable request of the Disclosing Party in enforcing its rights.

16.3. Exceptions to Confidential Information. “Confidential Information” does not include information which: (a) is known by the Receiving Party prior to receipt from the Disclosing Party, without any obligation of confidentiality; (b) becomes known to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (c) lawfully becomes publicly known or otherwise publicly available, except through a breach of the Agreement; or (d) is independently developed by the Receiving Party without use of or access to the Disclosing Party’s Confidential Information. The Receiving Party may disclose Confidential Information pursuant to the requirements of applicable law, legal process or government regulation, but only after it notifies the Disclosing party (if legally permissible) to enable the Disclosing party to seek a protective order or otherwise to contest such required disclosure, at the Disclosing Party’s expense.

16.4. Injunctive Relief. The parties agree that any unauthorized disclosure of Confidential Information may cause immediate and irreparable injury to the Disclosing Party and that, in the event of such breach, the Disclosing Party

will be entitled, in addition to any other available remedies, to seek immediate injunctive and other equitable relief, without bond and without the necessity of showing actual monetary damages.

16.5 The parties acknowledge that Redacted Data is considered Confidential Information under this Agreement and shall be treated as such in accordance with the confidentiality obligations herein.

#### 17. LIMITATION OF LIABILITY.

17.1. THE CUMULATIVE LIABILITY OF MYDORA.AI (SOFMEDICA VENTURES) AND ITS AFFILIATES WILL NOT EXCEED THE ANNUAL FEES PAID OR PAYABLE BY CUSTOMER FOR THE APPLICABLE MYDORA.AI (SOFMEDICA VENTURES) OFFERING AT THE TIME THE CLAIM ARISES. FOR PRODUCTS LICENSED TO CUSTOMER FOR A PERPETUAL TERM, THE LIABILITY CAP WILL BE BASED ON AN EQUAL PRORATION OF THE PREPAID AMOUNT OVER THIRTY-SIX (36) MONTHS FROM DELIVERY OF THE PRODUCTS.

17.2. MYDORA.AI (SOFMEDICA VENTURES) WILL NOT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION, LOST PROFITS, LOSS OF DATA OR COST OF COVER, EVEN IF SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

17.3. THE WAIVERS AND LIMITATIONS IN THIS SECTION 17 APPLY REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY ASSERTED, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY IN THE AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

17.4. NEITHER PARTY LIMITS OR EXCLUDES ITS LIABILITY FOR: (A) DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, (B) FRAUDULENT MISREPRESENTATION, OR (C) ANY OTHER LIABILITY TO THE EXTENT THAT SUCH LIABILITY CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

#### 18. TERM AND TERMINATION.

18.1. Master Subscription Agreement. This Master Subscription Agreement may be updated from time to time by MyDORA.ai (Sofmedica Ventures), provided that no such update or modification will apply to Order Forms previously executed between the parties.

18.2. Term of Order Form; SOW. Each Order Form or SOW incorporating this Master Subscription Agreement begins on its effective date and, unless earlier terminated under Section 18.3, continues in effect through the end date

of the Term set forth therein, or for SOWs, the Service Period as defined therein. Each Subscription will automatically renew for additional periods equal to the greater of the expiring subscription term or one year (the “Renewal Term”), unless either party gives the other written notice (email acceptable) to WW-Renewals-Team@myDORA.ai (Sofmedica Ventures).com (with a copy to: legalnotices@myDORA.ai (Sofmedica Ventures).com) at least 60 days before the end of the relevant Term.

18.3. Termination for Cause. Either party may terminate any Order Form or SOW incorporating this Master Subscription Agreement in whole or in part, for cause: (a) on thirty (30) days’ written notice to the other party of a material breach if such breach remains uncured at the expiration of such period (or immediately if the material breach is not capable of being remedied); or (b) immediately upon written notice if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or an assignment for the benefit of creditors. In addition, MyDORA.ai (Sofmedica Ventures) may terminate any or all Order Forms or SOWs with Customer incorporating this Master Subscription Agreement, immediately on written notice in the event: (1) Customer fails to pay any amounts due hereunder, and such failure continues more than 10 days after written notice by MyDORA.ai (Sofmedica Ventures) thereof; or (2) Customer or its Users infringe or misappropriate MyDORA.ai (Sofmedica Ventures)’s Intellectual Property Rights, including without limitation use of a MyDORA.ai (Sofmedica Ventures) Offering other than as authorized under the Agreement. With a 30-days prior notice, MyDORA.ai (Sofmedica Ventures) may also terminate the Agreement without reason. The prepaid Products which were not delivered will be restituted to the Customer.

18.4. Other Termination. In the event it becomes illegal for MyDORA.ai (Sofmedica Ventures) to perform any aspect(s) of the Agreement, then MyDORA.ai (Sofmedica Ventures) will be excused from performance or may suspend or terminate the Agreement to the extent necessary to comply with applicable laws, rules or regulations, without any liability for breach or termination.

18.5. Effect of Termination or Expiration of Agreement.

18.5.1. Termination of Order Form; SOW. On termination or expiration of an Order Form (other than the termination by Customer under Section 18.3 above of an Order Form for Product licensed for a perpetual term), Customer’s subscription or license to the Product purchased thereunder will terminate and Customer and Users will immediately cease to use the SaaS Subscription and either uninstall or destroy the Customer Hosted Software. The Customer must certify in writing to MyDORA.ai (Sofmedica Ventures) that all copies of such Customer Hosted Software are no longer in use, in 2 days from termination, under the penalty of 1% of the price set out in the Order Form per day of delay. MyDORA.ai (Sofmedica Ventures) will make any remaining Customer Data stored in the SaaS Subscription available on request by Customer in the format in which it is stored in the SaaS Subscription for up to thirty-five (35) days following

the effective date of termination or expiration. After such period, MyDORA.ai (Sofmedica Ventures) will have no obligation to maintain or provide any Customer Data and may thereafter, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession or under its control. For the avoidance of doubt, except in the case of termination following Customer's infringement of Products as provided in Section 18.3 above, termination of one Order Form will not terminate any other Order Form or other Agreement.

18.5.2. Refund or Payment upon Termination for Cause. If an Order Form or SOW is terminated by Customer in accordance with Section 18.3 (Termination for Cause) or by MyDORA.ai (Sofmedica Ventures) in accordance with Section 18.4 (Other Termination), MyDORA.ai (Sofmedica Ventures) will refund Customer any unused prepaid fees for the MyDORA.ai (Sofmedica Ventures) Offering terminated, provided however that with respect to Products licensed to Customer for a perpetual term, such refund is prorated equally over a thirty-six (36) month period from the date of delivery of the Product. If an Order Form or SOW is terminated by MyDORA.ai (Sofmedica Ventures) in accordance with Section 18.3 (Termination for Cause), Customer will immediately pay MyDORA.ai (Sofmedica Ventures) any unpaid fees and expenses covering the remainder of the term of such terminated MyDORA.ai (Sofmedica Ventures) Offering.

18.6 Termination of a Licensed Surgeon's access under a Group License, detailing the process and consequences of such termination, especially in relation to data access and confidentiality is the responsibility of the group license owner.

19. SURVIVAL. The following provisions will survive expiration or termination of the Agreement: (a) any payment obligations of Customer hereunder; (b) Section 3 (Partner Transactions), Section 7.3 (Non-Solicitation), Section 8 (Pricing, Invoicing, and Payments), Section 9 (Taxes and Duties), Section 10 (Customer Responsibilities), Section 11 (Ownership), Section 13 (MyDORA.ai (Sofmedica Ventures) Indemnity), Section 14 (Customer Indemnity), Section 15 (Indemnification Procedures), Section 16 (Confidentiality), Section 17 (Limitation of Liability), Section 18 (Term and Termination), Section 26 (Electronic Communication; Notices), Section 28 (Governing Law), and (c) any rights (including surviving perpetual licenses) or obligations which are expressed to, or by their nature will, survive. The expiry or termination of the Agreement does not affect any rights which accrued before the date of expiry or termination.

20. LICENSE COMPLIANCE. Customer agrees that MyDORA.ai (Sofmedica Ventures) tracks and records usage of Customer's purchased consumption units, licenses, subscriptions and services. Customer will, without prejudice to other rights of MyDORA.ai (Sofmedica Ventures), address any non-compliance identified by MyDORA.ai (Sofmedica Ventures) by promptly paying additional fees at MyDORA.ai (Sofmedica Ventures)'s then-current list price and any reinstatement charges for lapsed Subscriptions.

21. INDEPENDENT CONTRACTORS. The parties are independent contractors and will so represent themselves in all regards.

22. FORCE MAJEURE. Excluding payment obligations, neither party will be liable for delay or default in the performance of their respective obligations if the delay or default is caused by conditions beyond its reasonable control, including but not limited to, acts of God, war, acts of terrorism (whether actual or threatened), riot or civil unrest, failure of electrical, Internet, co-location or telecommunications service, non-MyDORA.ai (Sofmedica Ventures) applications, denial of service or similar attacks, acts of civil or military authorities, fire, floods, weather disturbances, volcanic eruption, earthquakes, accidents, strikes or labor actions, epidemics, pandemics, quarantines, or energy crises.

23. ASSIGNMENT. Neither party may transfer or assign the Agreement, in whole or in part, without the other's prior written consent. A transfer or assignment upon a change of control, through a merger, consolidation, reorganization, operation of law or otherwise, will be deemed a transfer or assignment for purposes of the Agreement that requires the other party's prior written consent. Notwithstanding the foregoing, MyDORA.ai (Sofmedica Ventures) may, without Customer's consent assign the Agreement or any Order Form or agreement incorporating this Master Subscription Agreement, to any of its Affiliates, or to an entity who acquires all or substantially all of its business or assets, or in connection with a change in control of MyDORA.ai (Sofmedica Ventures) (through merger, consolidation, reorganization, operation of law or otherwise). Any assignment in violation of this Section will be void ab initio and of no effect. Subject to the foregoing, the Agreement is binding upon, inures to the benefit of and is enforceable by the parties and their respective successors and assigns.

#### 24. COMPLIANCE WITH LAWS.

24.1. MyDORA.ai (Sofmedica Ventures) will comply with all laws and regulations applicable to its provision of the MyDORA.ai (Sofmedica Ventures) Offering. However, MyDORA.ai (Sofmedica Ventures) is not responsible for compliance with any laws or regulations that apply to Customer or Customer's industry that are not otherwise applicable to MyDORA.ai (Sofmedica Ventures) (e.g., MyDORA.ai (Sofmedica Ventures) does not determine whether Customer Data includes information subject to any specific law or regulation). Compliance with laws and regulations applicable to the medical and healthcare industry, especially those concerning patient data and confidentiality specifically to the country, region, state, or local area are of the responsibility of the end user and its authorized users to access the license on their behalf.

24.2. Customer must comply with all laws and regulations applicable to its use of the MyDORA.ai (Sofmedica Ventures) Offerings, including laws related to privacy, data protection and confidentiality of communications. Customer is responsible for providing notice and obtaining all necessary rights for MyDORA.ai (Sofmedica Ventures) to provide the Products and Deliverables, implementing and maintaining privacy protections and security measures for components that Customer provides or controls, and for determining whether the Products and Deliverables are appropriate for storage and processing of information subject to any specific law or regulation.

24.3 Both parties agree to adhere to the standards and regulations imposed by HIPAA and GDPR in the processing, handling, and use of personal and health-related information.

## 25. DATA PRIVACY AND SECURITY.

### 25.1. General.

25.1.1. MyDORA.ai (Sofmedica Ventures) has implemented and will maintain and follow appropriate technical and organizational measures intended to protect Personal Data against accidental, unauthorized, or unlawful access, disclosure, damage, alteration, loss, or destruction. Customer will ensure that all Account Data is current and accurate throughout the applicable order Term, will limit Personal Data in Account Data to only the information necessary to create and administer its customer account and in no event include Restricted Information. Customer is responsible for its configuration of data privacy settings in the Products as described in the Documentation, its secure use of the Products and Deliverables, including securing its account authentication credentials, protecting the security of Customer Data and Personal Data when in transit to and from the SaaS Subscription or MyDORA.ai (Sofmedica Ventures) and taking any appropriate steps to securely encrypt or backup any Customer Data and Personal Data uploaded to the SaaS Subscription or otherwise provided to MyDORA.ai (Sofmedica Ventures).

25.1.2. If MyDORA.ai (Sofmedica Ventures) becomes aware of any unlawful access to any Personal Data stored on MyDORA.ai (Sofmedica Ventures) equipment or in a MyDORA.ai (Sofmedica Ventures) facility, or unauthorized access to such equipment or facilities resulting in loss, disclosure, or alteration of Personal Data (each a “Security Incident”), MyDORA.ai (Sofmedica Ventures) will notify Customer of the Security Incident without undue delay (provided that such notification may be delayed as required by a law enforcement agency) and take commercially reasonable steps to comply with its obligations under Applicable Privacy Laws pertaining to responding to a Security Incident. MyDORA.ai (Sofmedica Ventures)’s obligation to report or respond to a Security Incident under this Section is not an acknowledgement by MyDORA.ai (Sofmedica Ventures) of any fault or liability with respect to the Security Incident. Customer must notify MyDORA.ai (Sofmedica Ventures) without undue delay, about any possible misuse of its accounts or authentication credentials or any security incident related to the SaaS Subscription.

25.1.3. Customer acknowledges that use of the MyDORA.ai (Sofmedica Ventures) Offerings does not require and is not intended for the collection, storage, or other processing of Restricted Information; therefore, Customer agrees not to provide Restricted Information to MyDORA.ai (Sofmedica Ventures). Failure to comply with this requirement will be deemed cause for termination under Section 18.3(B) in MyDORA.ai (Sofmedica Ventures)’s sole discretion. If Restricted Information is inadvertently provided, MyDORA.ai (Sofmedica Ventures) will treat it in the same way as it treats Personal Data under the Agreement. Customer will use

reasonable efforts to restrict the inclusion of other Personal Data in Customer Data. The Documentation provides further information on data privacy settings in the Products.

25.2. Data Processing Agreement. To the extent MyDORA.ai (Sofmedica Ventures) processes any Personal Data on Customer's behalf that is subject to the GDPR, and the parties have not executed a separate data processing agreement that complies with Article 28 of the GDPR, the terms of the Data Processing Agreement (GDPR), located at <https://www.myDORA.ai> (Sofmedica Ventures).com/company/trust-center/customers/, are incorporated by reference and shall apply.

25.3. CCPA. To the extent MyDORA.ai (Sofmedica Ventures) receives personal information on Customer's behalf that is subject to the CCPA, MyDORA.ai (Sofmedica Ventures): (a) certifies that it understands and will comply with its obligations as a service provider under the CCPA, and (b) will not: (1) sell such personal information, or (2) retain, use, or disclose such personal information other than for the specific business purpose of performing the services for Customer as contemplated under the Agreement or as otherwise permitted by the CCPA. Customer is responsible for ensuring its compliance with the requirements of the CCPA in its use of the services, Products and Deliverables MyDORA.ai (Sofmedica Ventures) provides to Customer and its own processing of personal information. The terms used in this Section 25.3 and not otherwise defined in the Agreement have the meanings given under the CCPA.

25.4 Data Redaction: MyDORA.ai (Sofmedica Ventures) agrees to process any Personal Data included in Customer Data to create Redacted Data, ensuring compliance with HIPAA, GDPR, and other relevant data protection laws. This processing includes the removal or obfuscation of any personally identifiable information to prevent the identification of individual data subjects.

26. ELECTRONIC COMMUNICATION; NOTICES. MyDORA.ai (Sofmedica Ventures) may use electronic means to communicate with Customer related to its performance of obligations under the Agreement, including but not limited to notices posted in the Product and Support portal, online Documentation, in-product chat, RSS subscriptions to be notified of updates and email. For the purpose of the Agreement, Customer consents to receive communications from MyDORA.ai (Sofmedica Ventures) in an electronic form and agrees that all terms and conditions, agreements, notices, disclosures and other communications that MyDORA.ai (Sofmedica Ventures) provides to Customer electronically constitute a written communication. Either party may give notice by written communication, sent by first class postage prepaid mail or nationally recognized overnight delivery service, to the other party's address as specified in the Agreement. Customer may send notices to MyDORA.ai (Sofmedica Ventures) at 1601 Trapelo Road, Suite 116, Waltham, MA 02451, Attention: General Counsel, with a copy to [legalnotices@myDORA.ai](mailto:legalnotices@myDORA.ai) (Sofmedica Ventures).com. MyDORA.ai (Sofmedica Ventures) may send notices to Customer at the address set forth

at the top of the Order Form. If MyDORA.ai (Sofmedica Ventures) requires an email address from Customer, Customer is responsible for providing and updating its most current email address for the purpose requested. Either party may from time to time change its address for notices under this Section by giving the other party notice of the change in accordance with this Section.

27. CUSTOMER REFERENCE. Customer agrees that MyDORA.ai (Sofmedica Ventures) may reference Customer as a MyDORA.ai (Sofmedica Ventures) customer, subject to Customer's trademark and logo usage guidelines provided by Customer, and that occasionally, after Customer review, MyDORA.ai (Sofmedica Ventures) may issue a press release and case study.

28. GOVERNING LAW. The Agreement will be governed by and construed in accordance with the laws of Romania without regard to its conflicts of law principles. The parties hereby consent to the personal and exclusive jurisdiction of the competent courts in Romania. If the entity selling the MyDORA.ai (Sofmedica Ventures) Offerings is an Affiliate of MyDORA.ai (Sofmedica Ventures), the Agreement will be governed by the laws of the country in which such MyDORA.ai (Sofmedica Ventures) Affiliate is situated, and the parties consent to the exclusive jurisdiction of the courts where such MyDORA.ai (Sofmedica Ventures) Affiliate is located, or in the event of multiple offices, where the head office of such Affiliate is located. If any provision of the Agreement is contrary to and in violation of an applicable law of any governmental unit in such country, such provision will be considered null and void to the extent that it is contrary to such law, but all other provisions of the Agreement will remain in effect. The parties agree that the 1980 United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to the Agreement.

29. EXPORT CONTROLS. Customer agrees to comply with applicable U.S. Government, EU and UN export and re-export laws, regulations and requirements. Customer further certifies that it will not export or re-export any software that may be subject to such laws, regulations and requirements, to any location, or to any end-user, or for any end-use, without first obtaining any export license, permit or other approval that may be required. Without limiting the foregoing, Customer specifically agrees that it will not export or re-export any software subject to export and re-export laws to (a) any Group E country listed in SUPPLEMENT NO. 1 TO PART 740 – COUNTRY GROUPS and the Crimea Region of Ukraine, or (b) any company, entity or person listed as a party of concern found here [http://2016.export.gov/ecr/eg\\_main\\_023148.asp](http://2016.export.gov/ecr/eg_main_023148.asp), or (c) for any end-use related to the development, production or use of nuclear, chemical or biological weapons or missiles.

30. ANTI-CORRUPTION. The parties agree to: (a) comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption; (b) not engage in any activity, practice or conduct which would constitute an offence under applicable laws, statutes and regulations relating to anti-bribery and anti-corruption; (c) have and shall maintain in place throughout the Term its

own policies and procedures, including adequate procedures under applicable laws, statutes and regulations relating to anti-bribery and anti-corruption, to ensure compliance with these laws and will enforce them where appropriate; (d) promptly report to the other party any request or demand for any undue financial or other advantage of any kind received in connection with the performance of the Agreement; immediately notify the other party in writing if a foreign public official becomes an officer or employee of the party or acquires a direct or indirect interest in the party; (e) for the purpose of this Section 30 (Anti-Corruption), the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with applicable laws, statutes and regulations relating to anti-bribery and anti-corruption. For the purposes of this Section 30 (Anti-Corruption), a person associated with a party includes any subcontractor of the party.

### 31. Use of Redacted Data for Research and Metrics:

31.1 Customer grants MyDORA.ai (Sofmedica Ventures) the right to use Redacted Data for research and the creation of metrics. Such use shall be in compliance with HIPAA, GDPR, and other relevant privacy laws.

31.2 MyDORA.ai (Sofmedica Ventures) agrees to maintain the confidentiality of the Redacted Data and shall not attempt to re-identify the data subjects.

31.3 MyDORA.ai (Sofmedica Ventures) shall implement and maintain appropriate technical and organizational measures to protect Redacted Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration, or disclosure.

### 32. Audit and Monitoring:

MyDORA.ai (Sofmedica Ventures) reserves the right for auditing and monitoring of access to ensure compliance with the Agreement, particularly to verify that only Licensed Surgeons and their Authorized Assistants are accessing the Products.

### 33. Data Export and Account Termination:

33.1 Cancellation of Subscription: In the event that a Licensed Surgeon elects to cancel their subscription to the Products, they must notify [Your Company Name] in writing. Upon receipt of such notice, the cancellation of the subscription will be processed in accordance with the terms of this Agreement.

33.2 Data Export Period: Following the cancellation of a subscription, the Licensed Surgeon will have a period of thirty (30) calendar days to export, copy, or transfer any and all recorded data, reports, videos, summaries, presentations, and other relevant materials from their account (“Export Period”).

33.3 Access During Export Period: During the Export Period, the Licensed Surgeon will retain access to their account solely for the purpose of exporting their data. No other use of the Products will be permitted during this period.

33.4 Responsibility for Data Export: It is the sole responsibility of the Licensed

Surgeon to ensure that all necessary data is exported within the Export Period. MyDORA.ai (Sofmedica Ventures) is not responsible for providing any additional assistance in data export beyond making the data available for export through the standard functionalities of the Products.

33.5 Deletion of Data Post-Export Period: Upon the expiration of the Export Period, the Licensed Surgeon's account and all data, materials, and content contained within it will be permanently deleted from [Your Company Name]'s servers. After this point, the data will be non-recoverable.

33.6 Confirmation of Deletion: MyDORA.ai (Sofmedica Ventures) will provide the Licensed Surgeon with written confirmation once the account and all contained data have been deleted.

33.7 Liability: MyDORA.ai (Sofmedica Ventures) shall not be liable for any loss, damage, or alteration of data or materials resulting from the Licensed Surgeon's failure to export their data within the Export Period or from the subsequent deletion of the account and its contents.

34. MISCELLANEOUS. The Agreement sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes any other agreements, discussions, proposals, representations or warranties, written or oral, with respect to the subject matter hereof. Any other terms stated in any purchase order delivered to MyDORA.ai (Sofmedica Ventures) in connection with an Order Form or invoice thereunder shall have no effect. Each party acknowledges that it has reviewed and accepted the terms of the Agreement and agrees that contractual ambiguities are not to be construed in favor of or against any party based on its role in drafting the Agreement. Performance of any obligation required by a party hereunder may be waived only by a written waiver signed by an authorized representative of the other party. Failure or delay by either party in exercising any right or remedy will not constitute a waiver. If any provision of the Agreement will be declared invalid, the entire Agreement will not fail on its account, and that provision will be severed, with the balance of the Agreement continuing in full force and effect. The Agreement may only be amended in writing signed by both parties.