



## Software Subscription Services Agreement – Limited Service for AIFA

This Software Subscription Services Agreement (“**Agreement**”) is entered into and effective as of the date of its last signature (the “**Effective Date**”) by and between Spectrum Mobile Health Inc., a corporation doing business as Firstline Clinical, having its principal place of business at 321 Water Street, Suite 501, Vancouver, BC, V6B 1B8, Canada (“**Firstline**”) and Agenzia Italiana del Farmaco, having its principal place of operation at Via del Tritone, 181 - 00187, Roma, Italy (“**Customer or AIFA**” and jointly with Firstline the “**Parties**” and each “**Party**” individually).

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### 1. DEFINITIONS.

“**Customer Data**” means all electronic data or information submitted by Customer to the Service;

“**Documentation**” means the online user guide or other documentation provided by Firstline that provides installation and set-up information and information about the how the Services operate;

“**Order Form**” means the ordering documents for additional Customer's purchases from Firstline in such form as Firstline may make available from time to time that are executed hereunder by the Parties from time to time. Order Forms shall be deemed incorporated into this Agreement;

“**Protocol**” means any protocol, guidelines, set of instructions or similar created and used by Customer.

“**Service**” means access to Firstline’s proprietary prescription support software and services, which may include custom content creation and creation of charts through the Firstline App.

“**Service Commencement Date**” is the date on which the Service is approved by the Customer in writing to Firstline, whereby it is confirmed that the Firstline App is ready for active use by the User;

“**Service Fees**” means the fees (as specified in section 4 of this Agreement, in Annex A and in the Order letter) payable by Customer to Firstline for the right to receive and provide access to the Service to Users together with any other fees agreed in respect of content creation and onboarding which are set out in Annex A, in the Order letter or in an Order Form.

“**Firstline App**” means the downloadable software program created and customized in accordance with Customer Data and Protocols, published on Google and Apple stores by Firstline and configured for use by Customer and its Users to receive the Service;

“**Term**” has the meaning given in Section 10.1; and

“**User**” means an individual who may use the Firstline App; and

“**Order letter**” means the letter prepared by the AIFA Negotiation and Assets Management Office and countersigned by Firstline having the following subject “**2 (two)-year subscription for the distribution in Italy of selected high priority guidelines in Italy via APP based on the WHO EML AWaRe Book and on the AIFA-OPERA guidelines for the targeted therapy of MDR Gram neg infections – CIG 950283752B CUI S97345810580202200020**”.

## **2. SERVICE AND LICENSE TERMS.**

**2.1 Subject of the Agreement.** The Parties agree to enter into this Agreement, concerning the provision of a 2 (two)-year Service for the distribution via App Firstline in Italy of (i) selected high priority guidelines, based on the WHO EML AWaRe Book and (ii) AIFA-OPERA guidelines for the targeted therapy of Multidrug-resistant (MDR) Gram negative infections, as indicated in Annex C.

**2.2 Setup/Configuration/Onboarding.** On or around the Effective Date, Firstline will start to configure the Firstline App including creating any integration required to implement the Content defined in Annex C on the Service. Firstline undertakes to provide AIFA with a Firstline App test plan that is to be used by AIFA together with Firstline to carry out the relevant test on the Firstline App.

**2.3** Customer acknowledges and agrees that timelines for onboarding are estimates only and delivery by Firstline to meet any proposed Service Commencement Date is dependent on Customer’s instructions, input and provision of Customer Data as requested or required by Firstline. Firstline shall use commercially reasonable efforts to ensure that the Service is available to Users at the earliest.

**2.4 Service Features not provided.** It being understood between the Parties that Customer has no requirement to utilize all the features contained within the Service, Firstline has discounted the pricing detailed in Annex A to reflect Customer’s partial consumption of the available service features. The following features are that would otherwise be made available but are excluded under this agreement include:

- Customer’s Protocols may not be shared in the Firstline Library;
- No Protocols will be added beyond the scope of those defined in Annex C;
- No transfer of content to other organisations on the Firstline Service;
- No provision of a local Firstline Community accessible by Customer users only;
- No inclusion or distribution of Customer antibiogram data.

**2.5 Provision of Service.** Conditioned on the provisions in this Section 2 and the other terms and conditions of this Agreement and of the Order letter and payment of the applicable fees, Firstline shall make the Service available to Customer during the Term for the purpose of allowing Customer to use the Service internally and Users to use the Firstline App during the Term. Customer and Users shall use the Service and the Firstline App only for the purposes set out in this Agreement.

## **3. USE OF THE SERVICE.**

**3.1 Firstline Responsibilities.** Firstline shall: (i) follow good industry practices designed to maintain the security and integrity of the Service; (ii) provide basic support to Customer at no additional charge; (iii) maintain Documentation updated

and available to the Users; and (iv) use commercially reasonable efforts to make the Service available twenty-four (24) hours a day, seven (7) days a week in accordance with Schedule B (Service Level Terms) except for: (a) planned downtime (of which Firstline shall give at least eight (8) hours' notice via the Service); or (b) any unavailability caused by circumstances beyond Firstline's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquake, civil unrest, acts of terror, strikes or other labor problems (other than those involving Firstline employees), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Firstline's possession or reasonable control, and denial of service attacks (together, "Excluded Outages"). Customer will automatically receive updates or upgrades which Firstline generally makes available for the Service by Google and Apple stores. Firstline undertakes to publish and to maintain on Google and Apple stores the updated version of Firstline App.

**3.2 Customer Responsibilities.** Customer shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability and appropriateness of all Customer Data and for any decisions made based on use of the Service; (ii) comply with all applicable local, provincial, state, federal and foreign laws in using the Service.

**3.3 Use Guidelines.** Except as expressly permitted herein, Customer shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than as contemplated by this Agreement; (ii) use the Service to send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) use the Service to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third-party privacy or publicity rights; (iv) use the Service to send or store malicious code; or (v) interfere with or disrupt the integrity or performance of the Service or the data contained therein.

**3.4 Incremental Services.** From time to time, certain additional Firstline or third-party functionality (such functionality being deemed not to be part of or integral to operation of the Service) may be made available by Firstline to Customer (in the case of third-party functionality, such functionality being made available on a pass-through basis pursuant to terms specified by the third-party provider of such functionality), and which additional functionality may be purchased by Customer for additional fees in accordance with such terms and conditions as may be applicable to such additional functionality (such terms and conditions prevailing in the event of any inconsistency with the terms and conditions of this Agreement). Customer may also request additional features in an Order Form and the Parties will agree the cost and time associated with such work. Neither party will be bound to carry out additional work unless an Order Form has been executed by both Parties.

**3.5 Publicity.** Neither Party may issue press releases relating to this Agreement without the other Party's prior written consent, such consent not to be unreasonably withheld. Each Party may include the name and logo of the other Party prior written consent from the latter to be issued following the transmission of the document containing the name and logo in lists of customers or vendors in accordance with the other Party's standard trademark guidelines.

## **4. FEES AND PAYMENTS.**

**4.1 Fees.** In consideration for the receipt of the Service, Customer shall pay Firstline, as an amount due for the provision of the Service for the Term indicated in Section 10.1, the Service Fees totalling € 130,000.00, plus VAT, where required by law, all as specified in Annex A and in the Order letter. All amounts are payable in Euros. Except as otherwise specified herein or in an Order Form, fees are based on services purchased and not actual usage, payment obligations are non-cancelable, fees paid are non-refundable.

**4.2 Invoicing & Payment.** Fees for the Service will be invoiced annually in advance. Unless otherwise stated in an invoice, charges are due net thirty (30) days from the invoice date, provided that Customer assesses that the Service is duly provided by Firstline. Customer is responsible for maintaining complete and accurate billing and contact information on the Service.

**4.3 Overdue Payments.** Any payment not made by Customer by the due date may accrue interest (except with respect to charges then under reasonable and good faith dispute), at Firstline's discretion, at the rate permitted by law, from the date such payment was due until the date paid.

**4.4 Taxes.** Unless otherwise stated, Firstline's fees do not include any direct or indirect local, state, provincial, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, goods and services, harmonized, use or withholding taxes (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with its purchases hereunder, excluding taxes based on Firstline's net income or property. If Firstline has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Firstline with a valid tax exemption certificate authorized by the appropriate taxing authority.

## **5. PROPRIETARY RIGHTS.**

**5.1 Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Firstline reserves all rights, title and interest in and to the Service, including all related intellectual property rights in and to the Firstline App. No rights are granted to Customer hereunder other than as expressly set forth herein.

**5.2 Restrictions.** Customer shall not (and shall not allow any third party to): (a) modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Firstline Contents, as defined in Section 5.6, except to the extent that enforcement is prohibited by applicable law notwithstanding a contractual provision to the contrary; (b) circumvent any user limits or other timing or use restrictions that are built into the Service; (c) remove any proprietary notices, labels, or marks from the Service or online user guide; (d) frame or mirror any content forming part of the Firstline Contents; (e) access the Service in order to (i) build a competitive product or service, or (ii) copy any ideas, features, functions or graphics of the Service.

**5.3 Personal Information.** Firstline does not collect any personally identifiable information related to the Users through the operation of the Services.

**5.4 Customer Data.** As between Firstline and Customer, Customer exclusively owns all rights, title and interest in and to all Customer Data. Customer hereby grants Firstline a worldwide, royalty-free, non-exclusive license to access Customer Data in order to provide the Services, including storing, hosting and management of such content and to create Pattern Data (as defined in Section 5.5 below). Together Sections 5.4 (i) and 5.5 constitute the "**Content License**". Customer acknowledges and understands that Firstline, in performing the required and essential technical steps to provide the Service, may (a) transmit or distribute Customer Data over various public or private networks and in various media; and (b) make such changes to Customer Data as are necessary to conform and adapt that Customer Data to the technical requirements of connecting networks, devices, services or media. Customer confirms and warrants to Firstline that Customer has all the rights, power and authority necessary to grant the above Content License and that use of the Content in the manner contemplated herein will not breach the rights of any third party. Firstline undertakes to acquire and manage Customer Data in compliance with the Italian and European data privacy legislation.

**5.5** Pattern Data. “Pattern Data” means non-personally identifiable information, data and reports derived from or compiled through the Service, including but not limited to demographics data, mobility patterns, location data and trend data such as aggregated data and statistics which may indicate frequency and type of use of the Service, type of contract, and popularity of the services. For greater certainty, Pattern Data is data that does not identify a specific customer or its end users. As between Firstline and Customer, all right and title to Pattern Data belongs to Firstline and accordingly Firstline is free to use Pattern Data for the improvement of the Service. For this purpose, Firstline undertakes to acquire and manage any data related to the Users, Customer and Service and the Pattern Data *(i)* in an anonymized form and *(ii)* in any case in compliance with the Italian and European data privacy legislation. It is understood that, for the purposes of this Agreement, AIFA does not acquire, manage or transfer any kind of personal data. Nor does Firstline acquire, manage or transfer any personal data.

**5.6** **Firstline Rights.** All non-Customer Data content, the user guide, text, files, images, graphics, interactive features, video, software or any other materials made available through the Service or Firstline App ("**Firstline Content**") are the property of Firstline and/or its licensors. Except as specifically permitted herein, Firstline strictly prohibits redistributing or copying of any part of the Firstline Content. For greater certainty, Customer may not use the Firstline Content to create a database, compilation or use the Firstline Content for any commercial purposes whatsoever.

**5.7** **Suggestions and Protocols.** Firstline shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual, unrestricted license to use and/or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer or its customers or clients relating to the operation of the Services. Notwithstanding the provisions of Section 5.4, Firstline shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual, unrestricted license to use, incorporate into the Services and make available to Users any Protocol made available by Customer through the Service, subject to clear acknowledgement of the authorship of such Protocol to Customer and any employees, contractors and agents of Customer as Customer may direct. Firstline acknowledges that the Customer has been authorized by WHO to adapt and to distribute the selected high priority guidelines in accordance with the Creative Commons License Deed Attribution-NonCommercial-ShareAlike 3.0 IGO (CC BY-NC-SA 3.0 IGO). Firstline is allowed to distribute the selected high priority guidelines made by the Customer of the English version of the WHO AWaRe Antibiotic Book, written and published by the WHO, in accordance and in compliance with the Creative Commons License Deed Attribution-NonCommercial-ShareAlike 3.0 IGO (CC BY-NC-SA 3.0 IGO). A copy of the License is available on this link [<https://creativecommons.org/licenses/by-nc-sa/3.0/igo/legalcode>]. Firstline is allowed to distribute AIFA-OPERA guidelines in accordance and in compliance with Creative Commons Attribution 4.0 International Public License (CC BY 4.0). A copy of the License is available on this link [[Creative Commons — Attribution 4.0 International — CC BY 4.0](#)]. Firstline must ensure that the copyright notice, provided by the Customer ("**Annex D**"), and the relevant links are published and distributed alongside the selected high priority guidelines and AIFA-OPERA guidelines. Firstline must not distort, modify or take other derogatory action in relation to the selected high priority guidelines and AIFA-OPERA guidelines, the copyright notice and the relevant links. Firstline must not impose any effective technological measures on the selected high priority guidelines that restrict the ability of a recipient of the selected high priority guidelines to exercise the rights granted to that recipient under the terms of the Creative Commons License Deed Attribution-NonCommercial-ShareAlike 3.0 IGO (CC BY-NC-SA 3.0 IGO). Firstline must not use the selected high priority guidelines and AIFA-OPERA guidelines for commercial purposes, except as necessary to fulfil the obligations provided under this Agreement with respect to the payment of the Service Fees. Firstline will, and will cause the Customer to, perform all of its obligations under the Creative Commons License Deed Attribution-NonCommercial-ShareAlike 3.0 IGO (CC BY-NC-SA 3.0 IGO) and takes all such further actions as shall be required in order to ensure that Creative Commons License Deed Attribution-NonCommercial-ShareAlike 3.0 IGO (CC BY-NC-SA 3.0 IGO) and Creative Commons Attribution 4.0 International Public License (CC BY 4.0) shall remain in full force and effect.

## 6. CONFIDENTIALITY

**6.1 Definition of Confidential Information.** As used herein, “**Confidential Information**” means all confidential and proprietary information of a Party (the “**Disclosing Party**”) disclosed to the other Party (the “**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including all the terms and conditions of this Agreement, the Customer Data, the Service, business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; (iv) is received from a third party without breach of any obligation owed to the Disclosing Party or (v) is to be published on AIFA website in accordance with the Italian legislation.

**6.2 Confidentiality.** The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission.

**6.3 Protection.** Each Party agrees to protect the confidentiality of the Confidential Information of the other Party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind (but in no event using less than reasonable care).

**6.4 Compelled Disclosure.** If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

**6.5 Remedies.** If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of the confidentiality requirements in this Agreement, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies may be inadequate.

## 7. WARRANTIES AND DISCLAIMERS.

**7.1 Warranties.** Each Party represents and warrants that it has the legal power to enter into this Agreement. Firstline represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof.

**7.2 Important Disclaimer on Use of the Service.** The Service is intended for use as a tool for assisting health practitioners to prescribe appropriate drug treatments for patients. Customer acknowledges and agrees that Customer understands that the utility of the Service is dependent on a number of factors including the accuracy and up to date status of the Customer Data. Users must exercise their professional judgment at all times and use the Service only as one tool for professional update, analysis and prescription. Firstline will not be responsible or in any way liable to Customer or its Users reliance on the Service instead of their own professional judgment.

**7.3 Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND BY APPLICABLE LAW, FIRSTLINE MAKES NO REPRESENTATIONS AND PROVIDES NO WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, INCLUDING ANY REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, DURABILITY,

TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## 8. INDEMNIFICATION

**8.1 Indemnification by Firstline.** Subject to this Agreement, Firstline shall defend, indemnify and hold harmless the Customer, its Users, and their affiliates, officers, employees, agents and assigns from and against any loss, damage or costs (including reasonable attorneys' fees) awarded to a third party against Customer by a court of competent jurisdiction in any claims, demands, suits, or proceedings made or brought against Customer by a third party alleging that the use of the Service as contemplated hereunder infringes the intellectual property rights of a third party (“**IP Claims**”); subject to the condition that Customer (a) promptly gives written notice of each IP Claim to Firstline.

**8.2 Mitigation.** If (a) Firstline becomes aware of an actual or potential IP Claim, or (b) Customer provides Firstline with notice of an actual or potential IP Claim, Firstline may (or in the case of an injunction against Customer, shall): (I) procure for Customer the right to continue to use the Service; or (II) replace or modify the Service with equivalent or better functionality so that Customer’s use is no longer infringing; or (III) if (I) or (II) are not commercially reasonable, terminate provision of the Service and refund to Customer any pre-paid Service Fees for any period after the termination of the Service, less any outstanding monies owed by Customer to Firstline .

**8.3 Exclusions.** The indemnity in Section 8.1 does not extend to (1) any IP Claim based upon infringement or alleged infringement of any patent, trademark, copyright or other intellectual property right by the combination of the Service furnished by Firstline with other products, software or services not provided by Firstline; (2) any IP Claim related to any Customer Data, or (3) any IP Claim related to any use or exercise of any other right in respect to the Service outside the scope of the rights granted in this Agreement.

**8.4 Indemnification by Customer.** Subject to this Agreement, Customer shall, indemnify and hold Firstline harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with any claims, demands, suits, or proceedings made or brought against Firstline by a third party (i) alleging that the Customer Data, or Customer's use of the Service in violation of this Agreement, infringes the intellectual property rights of, or has otherwise harmed, a third party, or (ii) as a result of any representations, warranties or other commitments made by Customer to any third party (including Users) in respect to the Service; or (iii) any claims that arise as a result of sole reliance on the Service for medical diagnosis and prescription (any claims, demands, suits, or proceedings within (i)-(iii) hereinafter referred to as “**Customer Claims**”); provided, that Firstline (a) promptly gives written notice of each Customer Claim to Customer; (b) provides to Customer all reasonable assistance in respect to each Customer Claim.

## 9. LIMITATION OF LIABILITY.

**9.1 LIMITATION OF LIABILITY.** IN NO EVENT SHALL CUSTOMER’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, EXCEED THE AMOUNTS ACTUALLY PAID BY AND DUE FROM CUSTOMER HEREUNDER IN THE TWELVE MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY.

**9.2** FIRSTLINE IS LIABLE FOR ANY DAMAGES CAUSED TO PERSONS, PROPERTY, EQUIPMENT, STRUCTURES AND FACILITIES, OWING TO ITS NEGLIGENCE OR THE NEGLIGENCE OF ITS EMPLOYEES AND UNDERTAKES TO INDEMNIFY THE CLIENT FOR ANY DAMAGE OR EXPENSE SUSTAINED AS A RESULT THEREOF. MOREOVER, FIRSTLINE RELIEVES THE CLIENT OF ANY RESPONSIBILITY ARISING FROM THE NON-FULFILLMENT OF ITS OWN OBLIGATIONS, AS EMPLOYER, WITH REGARD TO SOCIAL SECURITY, HEALTH AND SAFETY LEGISLATION, MANDATORY INSURANCE OR ANY OTHER LEGISLATION IN FORCE.

FIRSLINE RELIEVES THE CLIENT OF ANY RESPONSIBILITY ARISING FROM THE NON-FULFILLMENT ON ITS OWN PART OF THE OBLIGATIONS REGARDING THE ENVIRONMENTAL LEGISLATION AND/OR ANY OTHER LEGISLATION IN FORCE.

**9.3 EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES.** IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOST SAVINGS OR OTHER SIMILAR PECUNIARY LOSS) HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **10. TERM AND TERMINATION**

**10.1 Term of Agreement.** This Agreement shall commence as of the Effective Date and remain in effect for a period of two (2) years (“Term”) starting from the Service Commencement Date.

**10.2 Withdrawal.** It is understood that the Customer, pursuant to art. 21–e of Law 7 August 1990 no. 241 and subsequent modifications and additions, may at any time withdraw from this Agreement, by simply giving prior notice to Firstline of at least one month (30 days), by written communication, without thereby- in derogation of the provisions of article 1671 of the Italian Civil Code- incurring any additional burden for the Customer, other than what is owed for the Service actually performed up to the date of effect of the withdrawal.

**10.3** In the case referred in the preceding paragraph, Firstline shall exclusively have the right to collect compensation related to the activities conducted up to the time of termination, withdrawal or lapse or until the expiration date, but not for services provided at a later date; Firstline waives, as of now with regard to the Customer, any claim for indemnification and/or compensation and/or reimbursement for any reason.

**10.4** The Customer may withdraw from this Agreement, pursuant to art. 1, paragraph 13, of the Decree Law 6 July 2012 no. 95, converted into Law no. 135/2012.

**10.5** This Agreement shall also be considered to be automatically terminated in the event that, during the contractual relationship, conditions emerge for exclusion from participation in the public tender, as laid down in article 38, paragraph 1 of Leg. Decree 12 April 2006, no. 163 and subsequent modifications and additions and in any other legislative or regulatory provision.

**10.6** Pursuant to article 2, paragraph 3 of the Presidential Decree 16 April 2013, no. 62, Firstline agrees to comply with and to have its employees/agents/suppliers/collaborators, in any capacity, in as far as compatible with the roles and activities performed, comply with the requirements for conduct specified herein, pledging to send a copy of the same to its employees/agents/suppliers, collaborators in any capacity.

**10.7** The violation of the obligations referred to in the Presidential Decree of 16 April 2013, no. 62 and of all of the preceding, may constitute cause for termination of this Agreement at the sole discretion of AIFA. In particular, AIFA, having verified the potential violation, shall challenge in writing the supplier regarding the fact, assigning a term no longer than ten days for the submission of any counter arguments. If these are not submitted or proved to be unacceptable, AIFA shall terminate this Agreement,; without prejudice of (i) AIFA’s rights to claim compensation of damages and (ii) any actions in any court.

**10.8 Termination for Cause.** A party may terminate this Agreement for cause: (i) upon thirty (30) days written notice of a material breach to the other Party if such breach remains uncured at the expiration of such period; or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

**10.9 Outstanding Fees.** Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to Firstline prior to the effective date of termination.

**10.10 Surviving Provisions.** The following provisions shall survive any termination or expiration of this Agreement: Sections 4 through 11.

## **11. GENERAL PROVISIONS.**

**11.1 Relationship of the Parties.** The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

**11.2 No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

**11.3 Notices.** All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the second business day after mailing; (iii) the second business day after sending by confirmed facsimile; or (iv) the second business day after sending by email to the following email address. Notices to Firstline shall be addressed to the attention of the Legal Department at the email address ops@firstline.org. Notices to Customer shall be addressed to [ufficiogare@aifa.gov.it](mailto:ufficiogare@aifa.gov.it) and to [segreteriacommissioni@aifa.gov.it](mailto:segreteriacommissioni@aifa.gov.it).

**11.4 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

**11.5 Assignment.** Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party (not to be unreasonably withheld). Notwithstanding the foregoing, each Party may assign this Agreement in its entirety (including all Order Forms), without consent of the other Party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its stock or assets. Any attempt by a Party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

**11.6 Governing Law.** This Agreement shall be governed by the Italian laws. No choice of law rules of any jurisdiction shall apply to this Agreement. The application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement is expressly excluded.

**11.7 Venue; Waiver of Jury Trial.** The courts located in Rome, shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each Party hereby consents to the exclusive jurisdiction of such courts.

**11.8 Force Majeure.** Neither Party shall be responsible for its failure to perform to the extent due to unforeseen circumstances or causes beyond its control, including but not limited to acts of God, wars, terrorism, riots, embargoes, acts of civil or military authorities, fires, floods, accidents, or strikes, labour problems (other than those involving the employees of the affected Party), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within a Party's possession or reasonable control, provided that such Party gives the

other Party prompt written notice of the failure to perform and the reason therefore and uses its reasonable efforts to limit the resulting delay in its performance.

**11.9 Export.** Customer acknowledges and agrees that the Service may be subject to export and import controls under the regulations of Canada, the United States and other countries, and Customer shall comply with all export and import control regulations of such countries. Customer shall not use the Service for any purposes prohibited by export laws, including, without limitation, nuclear, chemical or biological weapons proliferation. Customer shall be responsible for procuring all required permissions for any subsequent export, import or use of the Service.

**11.10 Agreement and Order letter.** The Parties mutually acknowledge that this Agreement and Order Letter and related Annexes have been drawn up by mutual consent, following free negotiation between them and must therefore be understood as excluding the application of articles 1341 and 1342 of the Italian Civil Code.

**11.11** This Agreement, including all Annexes, Order letter and addenda hereto and all Order Forms, constitutes the entire agreement between the Parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.

**12.** To the extent of any conflict between the provisions in the body of this Agreement and the content of the Order letter, the provisions laid down in the Order letter shall prevail.

**12.1** No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom the modification, amendment or waiver is to be asserted. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any annex or addendum to this Agreement or in any Order Form, the provisions shall prevail of such annex, addendum or Order Form.

IN WITNESS WHEREOF, the Parties' authorized signatories have duly executed this Agreement as of the Effective Date:

**Firstline**

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Signed

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Name

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Title

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Date

**Agenzia Italiana del Farmaco**

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Signed

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Name

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Title

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Date

## Annex A

### Price Schedule - Fee

<b>Description</b>	<b>Amount</b>
Year 1 Annual fee	€65,000.00
Year 2 Annual fee	€65,000.00
<b>Total</b>	<b>€130,000.00</b>

## **Annex B**

### **Service Level Terms**

The Services shall be available 99.9%, measured monthly, excluding holidays and weekends and Excluded Outages. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than 24 hours, Company will credit Customer 5% of the monthly Service fees for each period of 24 or more consecutive hours of downtime. Downtime shall begin to accrue as soon as Customer (with notice to Company) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Company in writing within 48 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of Service Fees in any one (1) calendar month in any event. Company will only apply a credit to the month in which the incident occurred. Company's blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of Company to provide adequate service levels under this Agreement.

## **Annex C**

### **Content Schedule**

The Protocols to be included within the Firstline Service on behalf of Customer under this agreement shall be limited to the following:

- Intended for use in General Practice:
  - 1 x Intro screen
  - 10 x guidelines - translated, matching WHO EML flow, calibrated for Italy
  - 1 x OPERA guideline
- Intended for use in Hospitals:
  - 1 x Intro screen
  - 1 x OPERA guideline
- Intended for use by Paediatricians:
  - 1 x Intro screen
  - 10 x guidelines - translated, matching WHO EML flow, calibrated for Italy