SmartPDT

Software-as-a-Service (SaaS) Licence Agreement

This Licence Agreement is undersigned between **siHealth Ltd**, Company Registration Number 9176652, VAT Number: GB 303 8383 15 , Building R104, Rutherford Appleton Laboratory, Harwell Campus, Didcot, Oxfordshire, OX11 0QX, United Kingdom ("siHealth") and the **Institution / Organization ("Customer")** since the effective date as defined in the Order Form undersigned with siHealth Photonics srl.

siHealth Ltd, grants to Customer a Licence to use *SmartPDT* (the "Software") as Software as a Service (SaaS) , subject to and in accordance with the "SmartPDT SaaS Licence Terms" attached hereto as Annex 1 and any and all additional schedules hereto.

All uppercase words take the meaning defined in the "SmartPDT SaaS Licence Terms".

In case of conflict between the provisions of the current agreement and one of annexed documents, the current agreement will prevail.

By signing this agreement, the Customer declares to have carefully read and downloaded the following annexed documents, and then he accepts, undersigns and enters into this agreement with SiHealth Ltd in full, including the following annexed documents :

☑ Annex 1 - SmartPDT SaaS Licence Terms (SLTD-EN-Annex1-220824-v10)
   https://store.smartpdt.com/wp-content/uploads/2023/09/SLTD-EN-Annex1-220824-v10.pdf

☑ Annex 2 - Service Level Agreement (SLA) (SLTD-EN-Annex2-220824-v10)
   https://store.smartpdt.com/wp-content/uploads/2023/09/SLTD-EN-Annex2-220824-v10.pdf

☑ Annex 5 - Terms of Use (EULA) for the Customer's Staff (SLTD-EN-Annex5-220824-v10)
   https://store.smartpdt.com/wp-content/uploads/2023/09/SLTD-EN-Annex5-220824-v10.pdf

☑ Annex 6 – Terms of Use (EULA) for the Patient (SLTD-EN-Annex6-220824-v10)
   https://store.smartpdt.com/wp-content/uploads/2023/09/SLTD-EN-Annex6-220824-v10.pdf

☑ Annex 7 – IT Data Protection Management in SmartPDT by SiHealth Ltd (SLTD-EN-Annex7-220824-v10)
   https://store.smartpdt.com/wp-content/uploads/2023/09/SLTD-EN-Annex7-220824-v10.pdf

All annexes are available at https://store.smartpdt.com/general-conditions/

Signed for and on behalf of **SIHEALTH Ltd**

Signature : ....

Name & Surname : Emilio Simeone

Role: CEO

Signed for and on behalf of **CUSTOMER**

Signature : ....

Name & Surname: _____ _____

Role: _____

SmartPDT - ORDER FORM

Customer (Clinic/Medical Office/Hospital):	_____
Correspondence Address:	Street Address: _____ City: _____ Postcode: _____ Country ("Territory"): _____ Phone number: _____
Accountancy data:	VAT Number:_____ Accountancy email address (for invoice):_____
Main user and admin account of the SmartPDT subscription:	Name and Surname: _____ _____ Role in the Customer Institution: _____ Email Address: _____
Effective Date of this Order Contract:	_____ If payment is not completed, the subscription will not commence and this contract will be considered null and void.
Subscription Terms:	Expected Start Date: The account will be activated within 2 working days from the completion of the subscription payment. Expected End Date: 12 months after the Expected Start Date
Subscription Fees:	SmartPDT subscription yearly fee: _____ Promotional offer (if any): _____
Billing Interval:	Type: Annually in advance Expected Payment Date: In advance of the Expected Start Date
Authorised Users:	Maximum number of authorised users are ____ (Managed by the main user account). Additional authorised clinical staff users accounts can be purchased by the Customer according to the available commercial offering. The following four categories of Customer's employees can be eligible as Authorised Users: Doctor, Nurse, Technologist, Medical Physicist.
Services:	**Subscription Service:** _____ Included tokens (credits): _____ Additional tokens (credits) can be added by purchasing the available commercial packages online. **Training Services:** _____ _____ **Premium Support Service:** _____ _____
Contractual Notes and Special Terms applicable:	1. Within 30 days of the service activation date, the Customer can terminate and exit from the current agreement without any additional cost and will receive a full refund of the advanced payment. 2. Unless there are special promotional conditions, the yearly subscription includes the number of tokens (credits) defined in the section "Services" which enables the immediate use of the SmartPDT for delivering of PDT treatments.

3. Additional SmartPDT tokens (credits) can be purchased by the Customer according to the available commercial packages offered once this current order contract has been signed and subscription paid.

4. Tokens (credits) are used for any new patient registration in SmartPDT and/or for any new PDT treatment session: One token (credit) is counted (i.e. spent) in SmartPDT any time a new patient account is registered in the SmartPDT web-portal and one token (credit) is counted (i.e. spent) in SmartPDT any time a new PDT treatment session is scheduled by the clinical staff in the SmartPDT web-portal.

5. The re-scheduling by the clinical staff of any already scheduled dPDT treatment session (e.g. due to unexpected bad weather conditions as detected by SmartPDT) is freely allowed without counting (i.e. spending) an additional token (credit). The token (credit) will be spent only as soon as the dPDT treatment session sun exposure is started.

6. Tokens left unused expire when the subscription expires (i.e. they are not re-enabled at the subscription renewal).

7. There is no automatic renewal of the subscription. To guarantee the continuity of service, the subscription can be renewed at the same conditions and for the same duration, expressing the wish of the Client by means of the function "Renew" accessible via the e-Commerce portal or sending an email from the user/admin account declared in this order form to renewals@smartpdt.com

8. No extra fee is required to terminate this SaaS License contract: it will expire at the end of the Term if not renewed.

9. There is no pay back for any unused portion of the yearly subscription (after the 30 days of service activation date, see point 1), or for any unused tokens (credits).

10. The subscription term will commence at the date that SmartPDT account is activated.

11. Non-payment of subscription order within 30 days of the 'effective date of the contract' will lead to this contract being null and void.

Payment details	Beneficiary: SIHEALTH PHOTONICS Our bank: BANCA INTESA SAN PAOLO C/C BIC BCITITMM IBAN: IT05G0306913999100000008789

This Order contract is entered into as of the Effective Date identified above between **siHealth Photonics Srl** (VAT number 01921110498 – having its registered office at Via A. Lampredi 45, Livorno, 57121, Italy) and the **Institution/Organization ("Customer")**.

siHealth Ltd (company registration number 09176652, having its registered office at Building R104, Rutherford Appleton Laboratory, Harwell Campus, Didcot, Oxfordshire, OX11 0QX, United Kingdom) which is a company of the Flyby Group (the "group"), a corporate group controlled by Flyby S.r.l. (Livorno, Italy).

The group operates worldwide, providing digital systems and services for supporting human decision-making in different sectors, such as Space, Energy, Security and Health & Wellness.

siHealth Ltd has a direct subsidiary inside the group, siHealth Photonics S.r.l. which is a different and separate entity belonging to the same corporate group (Flyby Group) that has been appointed by siHealth Ltd as distributor for the

European Union of siHealth Ltd.

Moreover, siHealth Photonics develops digital innovations for healthcare, with particular focus on the smart management of medical conditions through Image Processing and Artificial Intelligence techniques and provides training courses and technical support services to the Customers of the European Union.

For EU-based Customers, the invoices related to the present agreement will be issued by **siHealth Photonics Srl** in Euro currency.

For what concerns the applicable law, siHealth Photonics has been appointed as Data Processor by siHealth Ltd for what concerns the data reported in this order contract and the data related to the payments for the SmartPDT solution.

If there is any conflict between the provisions of this Order Form or any of the attached Schedules, this Order Form shall take precedence.

Pursuant to the present Order siHealth Ltd shall grant to Customer a Licence to use *SmartPDT* (the "Software") as Software as a Service (SaaS), that will be undersigned by means a specific Licence Agreement (SaaS).

By signing this agreement, the Customer declares to have carefully read and downloaded the following annexed documents, and then he accepts, undersigns, and enters into this agreement with **siHealth Photonics Srl** in full, including the following annexed documents:

☑ Annex 3 - Training Services (SPHT-EN-Annex3-230309-v10)
https://store.smartpdt.com/wp-content/uploads/2023/09/SPHT-EN-Annex3-230309-v10.pdf

☑ Annex 4 - Premium Support Services (SHPT-EN-Annex4-220824-v10)
https://store.smartpdt.com/wp-content/uploads/2023/09/SPHT-EN-Annex4-220824-v10.pdf

All annexes are available at https://store.smartpdt.com/general-conditions/

Signed for and on behalf of **SIHEALTH PHOTONICS SRL**

Signed for and on behalf of **CUSTOMER**

Signature : ....

Signature: ....

Name & Surname: Emilio Simeone

Name & Surname: _____ _____

Role: CEO

Role: _____

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siHealth Photonics S.r.l. (a Single-Member Company)

Via A. Lampredi 45, 57121 - Livorno, Italy

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e-mail: info@sihealthphotonics.it   web: www.sihealthphotonics.it