



TERMS AND CONDITIONS OF SALE OF THE SONIO SOLUTION

1 Scope

- 1.1. These Terms and Conditions of Sale ("**T&Cs**") set out the terms and conditions of sale of the Solution (the "**Solution**") (as defined in Article 2.11) by Sonio, a French *société par actions simplifiée* with registered offices located 24, rue du Faubourg Saint-Jacques, 75014 Paris, France, registered with the Paris register of commerce and companies under number 883 053 571 with share capital of EUR 25,821 (hereinafter "**Sonio**")—for its customers, sonographers (the "**Customer**").
- 1.2. The T&Cs, along with the Access Letter, the Terms of Use, its appendices and the Privacy Policy (as defined in Article 2 below) can be accessed via the following hyperlink: <https://sonio.ai/en/terms-of-sales/>. Together, these documents represent an agreement that governs the sale of the Solution to the Customer by Sonio (the "**Agreement**").
- 1.3. These T&Cs have been sent with the Access Letter and provided to the Customer in accordance with the Applicable Legislation. Any order that a Customer makes for the Solution with Sonio implies the Customer's unconditional acceptance of the Agreement.
- 1.4. In the event on a discrepancy, the provisions in the documents—listed in order of priority—will take precedence as follows: the Access Letter, the Terms of Use and the T&Cs.
- 1.5. Sonio's failure to enforce any provision of the T&Cs at any time and in respect of any specific matter may not be construed as a waiver of its right to do so at a later date.

2 Definitions

- 2.1 "**Competent Authority**" means any competent supranational, national or local agency, authority, department, inspectorate, minister, ministry official, parliament, public or statutory person (whether autonomous or not) of any government agencies of any country responsible for the supervision of public health and safety, and for regulating the Customer's professional practice standards, or otherwise having jurisdiction with respect to the content of the T&Cs.
- 2.2 "**Terms of Use**" means the general terms governing access to the Solution and use thereof by the Customer, which can be accessed via the following hyperlink: <https://sonio.ai/en/terms-of-use/>
- 2.3 "**Agreement**" refers to the Access Letter, the T&Cs, and the Terms of Use including all appendices thereto.
- 2.4 "**Quotation**" means the quotation sent by Sonio to the Customer in accordance with the terms set out in the Access Letter.
- 2.5 "**Confidential Information**" means any information disclosed or provided by either party in accordance with this Agreement, including but not limited to information relating to the disclosing party's research, development, data and results, products, inventions, works of authorship, trade secrets, processes, designs, formulae, patents, patent applications and



licences; business, marketing, sales, strategies, programs and commercial performance, including costs and prices; suppliers, manufacturers, customers, market data, staff and any other confidential or proprietary information related to the performance of the aforementioned party's obligations under the Agreement. Additionally, each party's pre-existing intellectual property rights shall be deemed Confidential Information.

- 2.6 "**Access Letter**" is defined in Article 3.1.
- 2.7 "**Applicable Laws**" means all applicable laws, regulations, policies, ethical rules, codes, guidelines and any other rules in force at the time the Solution is accessed and used—given that they may be updated from time to time— pertaining to the respective parties, to the activities contemplated by this T&Cs and more generally to the content of the Agreement, including, but not limited to, those relating to personal data and the ethical conduct rules that apply to the Customer.
- 2.8 "**Subscription Period**" means the period in respect of which the Price is payable in order to access and use the Solution as specified in the Agreement.
- 2.9 "**Price**" is defined in Article 4.1.
- 2.10 "**Registry**" means, when applicable, the collective database of healthcare professionals in which the Customer shall be registered to be authorized to lawfully practice its professional activity in accordance with Applicable Laws.
- 2.11 "**Solution**" means the Sonio intuitive web application that can be accessed via the following hyperlink: <https://app.sonio.ai/>. The application is intended to provide real-time screening and diagnosis assistance during obstetric ultrasound scans using a decision tree to help the Customer reach a diagnosis. The Solution is a Class I medical device according to and that complies with the requirements of Council Directive 93/42/EEC and bears the CE mark. The Solution is not currently authorized, approved, licensed or registered in accordance with any other regulation than the Council Directive 93/42/EEC.
- 2.12 Any other term used but not defined in these T&Cs has the meaning ascribed to it in the Access Letter or the Terms of Use.

3 Orders

- 3.1 Use of the Solution is reserved for any licensed healthcare professionals (midwives or doctors), registered in the **Registry** when applicable, duly listed and authorised for their profession with the Competent Authorities.
- 3.2 Following a request to access and use the Solution, Sonio shall provide the Customer with a physical or electronic copy of a letter that contains instructions for accessing the Solution, the pricing terms and the specific terms of use governing the Customer's use of the Solution (the "**Access Letter**").
- 3.3 To access the Solution, the Customer shall send a completed and signed copy of the Access Letter via email to the following address **billings@sonio.ai** or any other address Sonio has provided to the Customer.

- 3.4 Any order placed by the Customer will be subject to Sonio's express written acceptance in the form of access codes for the Solution sent to the Customer or any other order validation process used by Sonio.
- 3.5 Once accepted by Sonio, any order is regarded firm and final, binding the Customer pursuant to Article 3.4. Accordingly, the order may not be cancelled or modified by the Customer after it has been accepted by Sonio, except with Sonio's prior written consent.

4 Price

- 4.1 The sale price of the Solution (the "**Price**") is that which is in effect on the day the order is made, as set out in the quotation that the Customer has signed (the "**Quotation**"). The Price is calculated on the basis of the price (all taxes excluded) listed in Annex 1 to these T&Cs.

The Price is quoted in EUR (all taxes excluded) and includes the costs of installing the Solution and training the Customer. The figure provided does not include the applicable taxes. The applicable taxes will be added to the figure at the rate applicable on the day the order is placed.

- 4.2 The Price includes any discount that Sonio reserves the right to grant to the Customer based on specific setup arrangements outlined in the Access Letter.
- 4.3 Sonio reserves the right to periodically review and change the Price, unless otherwise specified in the Access Letter, in which case Sonio shall notify the Customer by any written means. Any periodic change in the Price will only apply as of the next anniversary of the Effective Date, as specified in the Access Letter.

5 Payment

- 5.1 Unless specific terms and conditions have been expressly agreed by the parties, orders will be paid via direct debit charged to the bank account specified in the SEPA direct debit mandate completed when the Quotation was signed, within the time period stipulated in the Quotation.
- 5.2 No deductions will be given for advance payments.
- 5.3 Unless otherwise provided for in the Access Letter, any payment owed by the Customer to Sonio may not, under any circumstances, be withheld or be subject to any form of reduction or compensation.
- 5.4 In the event of late payment, Sonio may suspend the Customer's access to the Solution, without prejudice to any other course of action, and the Customer shall pay Sonio a late payment fee amounting to three (3) times the most recent refinancing operations interest rate set by the European Central Bank, plus ten (10) percent, applicable on the day on which access to the Solution was provided.
- 5.5 Pursuant to Article 5.4, late payment fees are calculated on the outstanding amount (all taxes included) and begin accruing from the day after the due date of the Price. Late payment fees are

incurred without the need for a reminder from Sonio.

- 5.6 As well as late payment fees, when provided for in the Applicable Laws, the Customer shall be strictly liable to Sonio for the payment of a fixed penalty whose amount is provided for by the Applicable Laws, charged to cover the collection costs per invoice.
- 5.7 Should the Price remain unpaid when due, Sonio may suspend the Customer's access to the Solution and lawfully terminate the Agreement ten (10) days after formal notice without response, without prejudice to any damages and interest to which Sonio may be entitled to claim.
- 5.8 Sonio retains ownership on the Solution until the Price is paid in full by the Customer. This clause does not prevent the transfer of risk linked to the use of the Solution as soon as access is provided.

6 Access to the Solution

Access to the Solution is provided to the Customer by Sonio within three (3) days of Sonio accepting the Customer's order, pursuant to Article 3 of the T&Cs.

7 Warranty

- 7.1 Sonio guarantees that the Solution is free from any material defects. Where Sonio is notified in writing of a material defect that is not a result of:
 - a) a modification to the Solution by the Customer;
 - b) use of the Solution outside the terms of this Agreement for a purpose or in a setting other than those for which the Solution was designed;
 - c) use of the Solution on a device that has not been configured correctly in accordance with Sonio's instructions;

the Customer may (i) request that Sonio repair the Solution or (ii) immediately terminate the Agreement by written notice addressed to Sonio requesting that the Price paid be reimbursed for the remaining time of the Subscription Period. Both these scenarios are based on the proviso that the Customer will provide all information that may be required to assist Sonio in resolving the defect, including a documented example of any defect or sufficient information that enables Sonio to repair the defect, and reasonable access to the Customer's premises if needed.

- 7.2 The Customer assumes responsibility for selecting the Solution to achieve the intended results and acknowledges that the Solution was not developed to meet its specific requirements. The Customer acknowledges that the Solution provides diagnosis assistance based on an algorithm processing scientific data obtained from selected public databases, including HPO, Orphanet and the CRAT
- 7.3 Except in circumstances specifically provided for in Article 7.1, Sonio makes no warranties or representations, express or implied, with respect to the Solution, the Services or any other equipment, supplies or services provided by Sonio under this Agreement, including without

limitation the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care. Sonio assumes no liability for any unauthorised use, disposal or sale of the Solution by the Customer.

8 Competent court

Any disputes arising out of or relating to the Agreement, including the validity and interpretation of the Agreement and non-contractual disputes and claims, will be subject to and interpreted in accordance with French law. The parties irrevocably consent to be governed by the exclusive jurisdiction of the courts of Paris.

Annex 1

Price (all taxes excluded)

Sonio Diagnostics	EUR (all taxes excluded)
One (1) ultrasound connection/one (1) user	EUR 120.00
Sonio Screening	
One (1) ultrasound connection/one (1) user	EUR 90.00