

License Agreement Academy™

Effective Date: October 21, 2020

This License Agreement (the “Agreement”) is entered into between Glooko AB, a company registered in Sweden under company registration number 556668-4675 (the “Company”) and the entity who has accepted this Agreement (the “Client”).

The individual accepting the Agreement on behalf of the Client represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver according to the Agreement and expressly agrees that the Agreement is a valid and legal agreement binding both the Company and the Client and is enforceable in accordance with the terms herein.

1. License Grant

Company hereby grants to Client a non-transferable, nonexclusive, revocable, limited, right and license during the Term of the Agreement, to allow its Authorized Users (as defined below) to access and use the Company provided software Academy (the “Software”) (the “License”). Company owns and retains all right, title and interest in and to the Software. The Software is provided to Client for use only as expressly set forth in this Agreement, and Client will not use the Software in whole or in part for any other use or purpose whatsoever.

2. Authorized Users

Client shall permit authorized users to access and use the features and functions of the Software which the Client has activated by signing this Agreement (each, an “Authorized User”). Authorized User’s may be any of Client’s representative, including, but not limited to an administrator, a diabetes educator, a physician assistant, nurse, physical therapist, psychotherapist, or any third party contractor employed, paid or retained by Client whom it permits to access and use the Software on its behalf. Client shall be solely responsible for verifying the identity and authenticity of all of its Authorized Users. For any of Client’s third-party Authorized Users, it shall ensure that such third parties are expressly bound by written agreement no less protective of Company than the terms herein before permitting such third parties to access and use the Software. The Client shall ensure that each Authorized User has a unique user identification and login credential for it to access and use the Software (the “User ID”). User IDs shall not be shared or used by more than one Authorized User at a time. Client is responsible for ensuring its Authorized Users maintain the confidentiality of log-in accounts and passwords, and credentials. Company shall not be liable for any activities

Glooko AB

Nellikevägen 20B
412 63 Göteborg, Sweden
+46 (0)31 762 88 88

undertaken by anyone using any Authorized User's log-in accounts, passwords or credentials. Client shall immediately notify Company of any unauthorized use of the log-in accounts, passwords or credentials known to Client.

3. Restrictions

Client shall not, and shall not permit or enable any Authorized User or third party to:

1. copy, modify, decompile, disable, impair, destroy, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques or algorithms of the Software by any means, or disclose any of the foregoing;
2. sublicense, resell, transfer or assign the License or any of the rights granted under this Agreement;
3. upload, transmit, store, or make available any content or code that contains any viruses, malicious code, malware, or any components designed to harm or limit the functionality of the Software;
4. enable or allow others to use or Software using its account information;
5. circumvent any access or use restrictions put into place to prevent certain uses of the Software.

4. License to Client data

Client hereby grants to Company a worldwide, nonexclusive, fully paid-up license to use, copy, modify, enhance, display, publish, distribute and otherwise use the text and any other data transmitted or generated by Client and/or Authorized Users' into the Software in its use of the Software in any manner reasonably necessary for Company's provision of the Software and related services to Client and other relevant third parties. Client represents and warrants that it has all rights necessary to grant Company the foregoing license.

5. Third Party Material

Company may place, including but not limited to, links, icons, wordings, promotions or displays of third parties ("Third Party Material") within the Software. The inclusion of Third Party Material within the Software does not imply endorsement of, the Company does not take any responsibility whatsoever for, and the Company disclaims any warranties or liability for the quality, accuracy, currency, reliability, availability, or legality of such Third Party Material. Company disclaims any warranty or liability for damage or loss resulting from Client's use of any non-Company content or resources, including any external hyperlinks and Third Party Material, or any other external resources which are found on or made available through the Software.

6. Data governance and privacy

Company will process personal data when providing the Software in accordance with the Privacy Notice, as applicable from time to time, available in the Software.

7. No Practice of Medicine or responsibility of Software content

Client acknowledges and agrees that Company is not engaged in the practice of medicine through the provision of the Software to Client under this Agreement and that

no educational content within the Software is produced, edited or approved by Company.

8. DISCLAIMER OF WARRANTIES

COMPANY MAKES NO WARRANTIES REGARDING THE SOFTWARE, AND COMPANY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SOFTWARE AND CONNECTED SERVICES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, COMPATIBILITY, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, AND ANY CONDITIONS OF QUALITY, AVAILABILITY, RELIABILITY, BUGS OR ERRORS. COMPANY DOES NOT WARRANT THAT ACCESS TO OR USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ALL DEFECTS AND ERRORS IN THE SOFTWARE WILL BE CORRECTED, OR THAT THE SOFTWARE WILL MEET ANY PARTICULAR CRITERIA OF PERFORMANCE OR QUALITY. COMPANY DOES NOT PROVIDE ANY WARRANTIES REGARDING THE ACCURACY OF DATA OR INFORMATION PROVIDED BY THIRD PARTIES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES AND CONDITIONS, THEREFORE SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY IF CLIENT IS LOCATED IN SUCH A JURISDICTION.

9. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, COMPANY AND ITS SHAREHOLDERS, AFFILIATES, DIRECTORS, MANAGERS, EMPLOYEES OR OTHER REPRESENTATIVES SHALL NOT BE LIABLE TO CLIENT, AUTHORIZED USERS OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING ATTORNEYS' FEES OR LOST PROFITS) THAT RESULT FROM OR ARE RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, DELAY OR INTERRUPTION IN OPERATION OR TRANSMISSION COMMUNICATION FAILURE, LOSS OF CONNECTIVITY, NETWORK OR SYSTEM OUTAGE INTERRUPTION, UNAVAILABILITY OF OR OPERATION IN COMBINATION WITH A THIRD PARTY NETWORK OR SYSTEM AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE, EVEN IF COMPANY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, COMPANY'S AGGREGATE LIABILITY TO CLIENT FOR DAMAGES, COSTS, AND EXPENSES SHALL NOT EXCEED 100 US DOLLARS.

10. Indemnity

Client shall defend, indemnify and hold harmless Company, its subsidiaries, affiliates, officers, directors, agents, employees and assigns, from and against any and all claims, suits, proceedings, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) suffered or incurred by them in connection with a third party claim arising out of: (i) Client's breach of this Agreement; (ii) Client's use of the Software; or (iii) Client's failure to comply with laws, rules, regulations or professional standards.

11. Modification

Company may modify all or any parts of the Agreement, for example, to reflect changes to the law or changes to Company's services or Software, in its sole discretion from time to time. Client should look at the Agreement regularly. Company will post notice of any modifications to these terms on its website(s). By continuing to use or access the Software after the revisions are in effect, Client agrees to be bound by the revised Agreement and related terms respecting the Software.

12. Severability

If any provision of this Agreement is held to be invalid or unenforceable for any reason, it shall be deemed omitted and the remaining provisions will continue in full force without being impaired or invalidated in any way. Company and Client agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

13. Governing law and dispute settlement

This Agreement shall be governed by and construed in accordance with the substantive laws of Sweden, without regard to the choice of law provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

14. Assignment

Neither the Company nor the Client may assign any of its rights or obligations under this Agreement without the prior written consent of the other party, except that Company may assign its rights and obligations without consent to a successor or party which has purchased all or substantially all of its relevant assets or business.

15. Force Majeure

Neither the Company nor the Client will be liable to the other party for failure to meet its obligations under this Agreement where such failure is caused by events beyond its reasonable control such as fire, failure of communications networks, riots, civil disturbances, embargos, storms, acts of terrorism, pestilence, war, floods, tsunamis, earthquakes or other acts of God.

16. Term and termination

The term of this Agreement begins once the Agreement is accepted by the Client and lasts until terminated by either the Company or the Client (the "Term"). The Client may terminate this Agreement by giving notice to Company. The Company may terminate this Agreement if the Client fails to adhere to any the terms in this Agreement or for convenience in its sole discretion. Upon termination the Software will no longer be available to the Client.