

## TRIAL USE AND CONFIDENTIALITY AGREEMENT

This Trial Use and Confidentiality Agreement ("Agreement") is a legally binding agreement between the Company providing the Software ("Company") and any individual or organisation accessing the Software trial ("User"). BY CLICKING "I AGREE" OR ACCESSING THE SOFTWARE, THE USER ACKNOWLEDGES THAT THEY HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. If the User does not agree to these terms, they must not access or use the Software.

The date of this Agreement is the date on which the User clicks "I Agree" on the sign-up page ("Effective Date").

### 1. PURPOSE

The Company agrees to grant the User limited access to its proprietary software platform, Mkono® ("Software") for a period of one (1) month from the date of receipt of access details, or as otherwise agreed in writing ("Trial Period").

The purpose of this trial is for the User to evaluate the Software's features and provide feedback to the Company on how the various features of the enterprise software can be adapted to the User's country or health system.

In connection with this access, the User may receive or be exposed to Confidential Information belonging to the Company.

### 2. DEFINITION OF CONFIDENTIAL INFORMATION

"Confidential Information" includes, without limitation:

- The Software, source code, object code, system architecture, APIs, databases, workflows, algorithms, and features
- User interfaces, dashboards, designs, screenshots, reports, and outputs
- Business plans, pricing, strategies, product roadmaps, and technical documentation
- Any data, content, or information accessed through the Software
- Any information marked or reasonably understood to be confidential, whether disclosed orally, visually, electronically, or in writing

The Software itself shall be deemed Confidential Information at all times.

### 3. TRIAL USE RESTRICTIONS

The User agrees that during the Trial Period, they shall **not**, directly or indirectly:

- a) Copy, reproduce, duplicate, mirror, download, or store the Software or any part thereof
- b) Take screenshots, screen recordings, photographs, videos, or any visual capture of the Software, whether by device, software, or any other means
- c) Create derivative works, reverse engineer, decompile, disassemble, or attempt to discover the source code or underlying structure of the Software
- d) Share access credentials or permit any third party to access the Software
- e) Use the Software for commercial purposes, benchmarking, competitive analysis, or production use

f) Remove, obscure, or alter any proprietary notices or branding

#### **4. CONFIDENTIALITY OBLIGATIONS**

The User agrees to:

- Keep all Confidential Information strictly confidential
- Use the Confidential Information solely for evaluating the Software during the Trial Period
- Protect the Confidential Information using at least a reasonable standard of care
- Not disclose Confidential Information to any third party without the Company's prior written consent

These obligations survive the termination or expiration of this Agreement.

#### **5. DATA PROTECTION**

The User shall only use synthetic, anonymized, or test data during the Trial Period. The User shall not enter, upload, or process any real patient data, personal health information, or personally identifiable information through the Software.

#### **6. OWNERSHIP AND INTELLECTUAL PROPERTY**

All rights, title, and interest in and to the Software and Confidential Information remain the exclusive property of the Company.

The User acknowledges and agrees that any feedback, suggestions, ideas, modifications, recommendations, or other information provided by the User to the Company regarding the Software or its adaptation ("Feedback") shall become the sole and exclusive property of the Company. The User hereby irrevocably assigns to the Company all rights, title, and interest in and to such Feedback. The User waives, to the fullest extent permitted by law, any and all moral rights in such Feedback, including but not limited to the right to be identified as author and the right to object to derogatory treatment of the work.

Nothing in this Agreement grants the User any license, ownership, or intellectual property rights, whether express or implied, other than the limited right to access the Software during the Trial Period.

#### **7. DATA AND ACCESS TERMINATION**

Upon expiration or termination of the Trial Period, or upon written request by the Company, the User shall:

- Immediately cease all access to the Software
- Delete and permanently destroy any Confidential Information in their possession or control
- Certify in writing, upon request, that such deletion and destruction have occurred

#### **8. EXCLUSIONS**

Confidential Information does not include information that the User can demonstrate:

- Is or becomes publicly available without breach of this Agreement
- Was lawfully known to the User prior to disclosure

- Is independently developed without reference to the Company's Confidential Information

## **9. WARRANTY DISCLAIMER**

**THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND.** The Company makes no representations or warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.

The Company does not warrant that the Software will be error-free, uninterrupted, or meet the User's requirements.

## **10. LIMITATION OF LIABILITY**

In no event shall the Company be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or related to this Agreement or the use of the Software, even if advised of the possibility of such damages.

## **11. BREACH AND REMEDIES**

The User acknowledges that any breach of this Agreement, including unauthorised copying or screenshots, may cause irreparable harm to the Company.

The Company shall be entitled to seek injunctive relief, in addition to any other remedies available at law or equity.

## **12. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction.

## **13. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties regarding the trial use of the Software and supersedes all prior discussions or understandings. This Agreement is formed electronically when the User clicks "I Agree" on the sign-up page and is fully binding without the need for a handwritten or electronic signature. The User represents that they have the authority to enter into this Agreement on behalf of themselves or the organisation they represent.