TERMS OF SUBSCRIPTION TO NEXTMOTION SERVICES

These Subscription Terms apply as of January 6, 2026, to all new subscriptions.

1. PURPOSE

Nextmotion is a company specialized in the development of tailor-made management solutions in the healthcare sector, intended for physicians and healthcare professionals, in compliance with applicable legal requirements relating to the hosting and archiving of health data.

These Subscription Terms (hereinafter referred to as the “CA”) are intended to define (i) the conditions for subscribing to the Services, and (ii) the rights and obligations of each Party within the framework of the Subscription.

2. DEFINITIONS

All terms beginning with a capital letter shall have the meanings set forth below.

“Subscriber” means, indifferently (i) any natural person who is a healthcare professional practicing in a self-employed capacity, (ii) any legal entity governed by private law bringing together healthcare professionals for the exercise of their profession, and (iii) any legal entity governed by public law bringing together healthcare professionals for the exercise of their profession, having subscribed to the Services by signing the Subscription Terms and paying the corresponding Subscription fees.

“Subscription” means the subscription to the Services, in a firm and definitive manner, for a determined period, through the electronic signature of a contract entered into with Nextmotion.

“Healthcare Actor” means professionals directly or indirectly involved in healthcare or medico-social care of a Patient, practicing as self-employed or salaried professionals, individually and/or collectively, and who are eligible to use the Services.

“Administrator” means a person designated by the Subscriber whose responsibilities include, in particular, the management of the creation, deletion, and access rights of User Accounts within the same organization. The Administrator acts under the full and entire responsibility of the Subscriber.

“Assistant” means any type of personnel assisting a Subscriber and performing actions on behalf of and for the account of such Subscriber, including administrative staff, medical secretaries, medical or dental assistants, and medical auxiliaries. The Assistant remains under the full responsibility of the Subscriber.

“Benefit” means the tangible or intangible benefits received in return for annual Subscriptions subscribed to under preferential pricing conditions.

“Connector” means a programming interface allowing two software programs, information systems, or applications to communicate with one another.

“Contract” means these Subscription Terms, the Quotation, and the Personal Data Protection Annex.

“User Account” means the personal account attached to a Subscriber or a User, allowing access to the functionalities of the Services subscribed to by the Subscriber and the associated rights.

“Service Fees” means the flat-rate subscription prices payable by the Subscriber in order to benefit from access to the Services.

“Quotation” means the commercial proposal issued by Nextmotion to a prospect with a view to the provision of an Additional Service.

“Document” means any medium, whatever its form, created, received, or stored in connection with prevention, diagnosis, care, or social and medico-social follow-up activities, and which may contain health data.

“Personal Data” means any information relating to an identified or identifiable natural person, as defined in Article 4(1) of the General Data Protection Regulation (GDPR).

“Health Data” means data concerning health as defined in Article 4(15) of the GDPR.

“Identifiers” means the personal identifiers associated with a Subscriber Account, including any confidential code or password provided by Nextmotion to the Subscriber and subsequently modified by the Subscriber in order to authenticate and access the Services.

“Infrastructure” means all types of hardware such as computers, headsets, microphones, webcams, phones, and tablets, as well as software and Internet networks installed, managed, and used by the Subscriber and/or the User, whether fixed or mobile, allowing access to and use of the Services.

“Nextmotion” refers to the simplified joint-stock company NEXTMOTION, with a share capital of 5,540 euros, having its registered office at 8 avenue Dorian, 75012 Paris, France, registered under number 817 441 132 with the Créteil Trade and Companies Register.

“Patient” means any natural person who has or does not have an account on the Nextmotion Platform, who has been or will be subject to a medical consultation with a Healthcare Actor, and who is taken into care by the latter.

“Parties” means jointly Nextmotion and the Subscriber.

“Platform” means any desktop software accessible in SaaS (Software as a Service) mode on the Website and/or any desktop or mobile application accessible via the various app stores,

allowing in particular the Subscriber to create a dedicated space on the Platform and to use the Services made available by Nextmotion.

“Personal Data Protection Annex” means the document annexed to these Terms governing the processing of Personal Data.

“Applicable Regulations” means all laws, regulations, directives, decrees, orders, standards, guidelines, recommendations, professional codes of practice, customs, or sector-specific recommendations applicable in the context of the execution of the Contract, including in particular the French Data Protection Act of January 6, 1978, the GDPR, the Consumer Code, the Labour Code, the Civil Code, as well as any court decision or administrative authority decision taken for their implementation.

“GDPR” means Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, relating to the protection of natural persons with regard to the processing of personal data and the free movement of such data, repealing Directive 95/46/EC.

“Service(s)” means the services made available to the Subscriber for the needs of their professional activities via the Website. The Services include, in particular, the Nextmotion Consult Service, the Nextmotion Capture Service, the billing service, the marketing service, the calendar service, and any other Additional Service subscribed to by the Subscriber on the Platform, as well as the hosting of health data collected or produced during prevention, diagnosis, or care activities using the interfaces and modules available on the Platform.

“Nextmotion Capture Service” means an application allowing the capture of standardized and modified photographs and videos, enabling the comparison of photographs from any angle using image comparison technology.

“Nextmotion Consult Service” means an online consultation software through which the Subscriber may create and manage Patient files, generate quotations, and issue prescriptions.

“Additional Service” means any additional service, feature, or tool added to the Nextmotion Consult Service and giving rise to additional billing beyond the Basic Service.

“Electronic Signature” refers to an electronic process allowing a document to be digitally signed, through which the Subscriber subscribes to the Subscription using DocuSign software.

“User” means any natural person who has access to the Platform and uses the Services offered by Nextmotion through the Website, or any visitor to the Website.

3. SUBSCRIPTION TERMS

3.1 Nextmotion offers two types of subscriptions:

– An annual subscription with a firm commitment and immediate payment of the full price at the time of subscription, for a period ranging from one (1) to five (5) years, the choice of which entitles the Subscriber to preferential pricing conditions;

– An annual subscription with a firm commitment to pay every four (4) weeks for a period ranging from one (1) to five (5) years, the choice of which also entitles the Subscriber to preferential pricing conditions.

The Subscriber acknowledges and accepts that any subscription to Additional Services requires a valid prior subscription to the Nextmotion Consult Service.

4. DURATION

4.1 Duration

The Contract is entered into for an initial fixed subscription period, either monthly or annual, as specified in the applicable quotation or subscription order, starting from its effective date.

4.2 Automatic Renewal

Unless terminated by the Subscriber at least thirty (30) days prior to the expiry date of the current subscription period, the subscription shall be automatically renewed for an identical duration.

4.3 Termination Prior to Renewal

The Subscriber may terminate the subscription prior to its renewal:
– via the Subscriber's customer account or the Platform, or
– by any written notification addressed to Nextmotion.

Any subscription period commenced is due in full and shall not give rise to any refund.

5. PRIOR DEMONSTRATION BEFORE ORDER

5.1 The Subscriber acknowledges having verified the adequacy of the Services to its needs and, where applicable, to those of the Users, and having received from Nextmotion all information and advice necessary to subscribe to the Contract with full knowledge, in particular following the prior demonstration carried out by Nextmotion.

5.2 The Subscriber therefore declares that it was able to freely verify, under its own responsibility, that the Platform interface, its ergonomics, and the technologies implemented by or required for use of the Platform are fully compliant with its expectations and compatible with its IT environment.

5.3 The Subscriber further acknowledges that its decision to subscribe to the Contract was not based on any future development, update, enhancement, or feature of the Nextmotion Services, nor on any public or promotional communication issued by Nextmotion, nor on any product development strategy.

6. ELIGIBILITY – INFORMATION RELATING TO THE SUBSCRIBER AND USERS – PROFESSIONAL IDENTIFICATION

6.1 During the subscription process and throughout the contractual relationship, Nextmotion may request that the Subscriber provide the following information and/or documents:

– For Users who are natural persons:
(i) a copy of a valid official identity document of the Subscriber and the Users;
(ii) a registration certificate from the National Directory of Companies and Establishments issued by INSEE;
(iii) any diploma, title, or certification recognized by the State, or any other authorization to practice issued by a competent health authority, establishing, in accordance with the Applicable Regulations, the right to practice, specialization, and/or professional qualifications that the Subscriber wishes to claim for a User on the Platform;
(iv) the RPPS number or the ADELI number for professions subject thereto;
(v) a bank account statement (RIB or RIP) in the name of the Subscriber; and
(vi) a duly completed SEPA mandate.

– For Users who are legal persons governed by private law:
(i) a copy of a valid official identity document of the legal representative;
(ii) an original extract from the Trade and Companies Register (K-Bis) dated less than three (3) months;
(iii) any diploma, title, or certification recognized by the State, or any other authorization to practice issued by a competent health authority, establishing, in accordance with the Applicable Regulations, the right to practice, specialization, and/or other professional qualifications that the Subscriber wishes to assert for a User on the Platform;
(iv) the RPPS number, the ADELI number, or the FINESS number for Users whose profession is subject thereto;
(v) a bank account statement (RIB or RIP) in the name of the Subscriber; and
(vi) a duly completed SEPA mandate.

The Subscriber guarantees the accuracy, authenticity, and sincerity of all information and supporting documents communicated to Nextmotion under this Article.

6.2 Professional identification of Users

The Subscriber is responsible for the accurate, compliant, and sincere identification of its Users and for the access rights granted to them. The Subscriber undertakes to carry out all necessary and reasonable due diligence to ensure that access to the Services is granted only to persons who:
(i) are legally authorized to access patient master data;
(ii) are legitimately entitled to use the Services in accordance with their intended purpose; and
(iii) use the Services in compliance with their professional qualifications and in good faith.

6.3 Verification obligations of the Subscriber

The Subscriber warrants to Nextmotion that, prior to adding any new User covered by its Subscription to the Platform, it has effectively verified:

(i) the identity of such User, whether acting as a Healthcare Actor or as an Assistant; and
(ii) where the User is a Healthcare Actor, the existence of a valid official authorization to practice issued by a competent health authority, establishing, in accordance with the Applicable Regulations, the User's right to practice, specialization, and/or other professional qualifications claimed on the Platform.

The Subscriber further ensures that the professional identification data of its Users remains accurate, compliant, and sincere at all times throughout the duration of the Contract. The Subscriber shall immediately inform Nextmotion of any change in identity and/or professional qualifications of its Users identified during its periodic checks and shall, where applicable, make the necessary updates on the Platform, subject to Nextmotion's right of opposition.

The Subscriber shall be liable, without prejudice to the liability of the User, to Nextmotion, Patients, and/or any third party in the event of any error, inaccuracy, omission, or fraud relating to the professional identification of one of its Users on the Platform.

Nextmotion reserves the right to:
(i) request, at any time, that the Subscriber justify the measures implemented to ensure accurate, compliant, and sincere identification of its Users; and
(ii) request and review any useful information and supporting documents necessary to verify the identity and professional qualifications of one or more Users covered by the Subscriber's Subscription.

6.4 Certain Services may be subject to specific eligibility conditions determined by Nextmotion and communicated to the Subscriber prior to any subscription.

7. VALIDATION OF THE SUBSCRIPTION AND ACCESS TO THE SERVICES

Acceptance of the Contract is carried out online by Electronic Signature. Any Electronic Signature by the Subscriber constitutes an irrevocable acceptance of the relevant document and has full legal value.

The online acceptance of the Contract, consisting of the Subscription Terms and the Quotation, by the Subscriber, followed by confirmation of the subscription by Nextmotion via email to the Subscriber, constitutes the formation of the Contract.

In order to access all of the Services, the Subscriber must provide all information and supporting documents referred to in the article "Eligibility – Information relating to the Subscriber and Users" at the time of conclusion of the Contract and/or upon the addition of a User and/or configuration of the Account.

In the event that the Subscriber fails to transmit all required information and supporting documents to Nextmotion, Nextmotion shall send a notification requesting the provision of the missing elements. If the Subscriber fails to provide the missing information and supporting documents within thirty (30) days following such notification, the Contract shall be automatically terminated.

The Subscriber and the Users shall only have effective access to the Nextmotion Services once all information and supporting documents requested by Nextmotion have been duly transmitted to Nextmotion.

8. LOYALTY BENEFITS

8.1 Benefit Terms

The Subscriber may benefit from benefits in kind for each year of Subscription. These Benefits may vary depending on (i) the Services subscribed to by the Subscriber and (ii) the subscription date.

8.2 Retention of Ownership

The transfer of ownership of any Benefit from Nextmotion to the Subscriber shall only occur upon expiry of the firm duration of the relevant Subscription, subject to the absence of any unpaid amounts owed by the Subscriber.

8.3 Conditions of Use

Throughout the entire duration of the Subscription, Nextmotion makes the Benefits available subject to the Subscriber's full and proper performance of the Contract. The Subscriber is granted a strictly personal, exclusive, and non-transferable right of use only, with no right of enjoyment or ownership over the Benefits.

8.4 Warranty

Nextmotion does not provide any warranty other than those offered by the publishers or manufacturers of the relevant Benefits. The Subscriber shall be solely responsible for exercising any such warranties, where applicable.

9. DESIGNATION OF USERS BY THE SUBSCRIBER

The Subscriber undertakes to:

– designate the first Administrator within its organization for the Nextmotion Consult Service. This Administrator shall be responsible, in particular, for creating future User Accounts, assigning to each User a title/function and providing a valid email address for each User;

– directly identify each User benefiting from a Subscription by providing their email address for access to the Services.

Upon completion of this initial step, each User shall receive a confirmation email inviting them to set their password upon first login.

Nextmotion informs the Subscriber that use of the Services is subject to acceptance by the Users of the applicable Terms of Use.

PREVENTION AT SUBSCRIPTION

Nextmotion reserves the right to refuse a subscription request for legitimate reasons, in particular where such request originates from:
(i) a person whose Subscription was previously terminated due to fault; or
(ii) a person who is indebted to Nextmotion under other contracts, except where the amounts due are subject to a serious dispute.

A dispute shall be considered serious where it is supported by factual and/or legal elements and notified by registered letter with acknowledgment of receipt.

10. SHARED PATIENT DATABASE

In the context of the sharing of data from a patient database, the Subscriber is responsible for:
(i) compliance with medical confidentiality rules and management of access rights; and
(ii) obtaining all necessary authorizations in order to comply with applicable laws and regulations.

Nextmotion reminds the Subscriber that, in the event of pooling patient database data containing Health Data and/or Documents, such data shall, by default, be fully accessible to each authorized User within the healthcare structure, subject to any authorizations subsequently granted or refused, for which the Subscriber alone is responsible.

11. OBLIGATIONS OF THE SUBSCRIBER

11.1 The Subscriber undertakes to:

(i) communicate to Nextmotion, within the agreed timeframes, all information necessary for the provision of the Services and to update such information in writing. The Subscriber shall be solely responsible for any consequences resulting from failure or delay in updating such information;

(ii) identify the Users and grant access to the Platform only to Healthcare Actors and Assistants within its organization who are authorized to access it, and to comply with applicable legal and regulatory requirements in managing the access rights granted to Users;

(iii) ensure that the IT system and Infrastructure required for use of the Services and used by the Subscriber and the Users comply with the technical requirements communicated by Nextmotion. The Subscriber is solely responsible for its Internet connection, choice of Internet service provider, and use of an Internet browser compatible with the Platform. Acquisition, installation, and maintenance of Infrastructure, as well as electronic communication costs (including telephone and Internet access costs), are the sole responsibility of the Subscriber and the Users. The Subscriber is responsible for inquiring about the cost of such services from the relevant operators;

(iv) protect against the risk of loss or hacking of data, files, and programs by using regularly updated antivirus software;

(v) restrict access to the Services and maintain the strictest confidentiality regarding access methods, and generally secure such access methods to prevent any unauthorized use of the Services;

(vi) refrain from communicating Personal Data to Nextmotion during Connector testing phases intended to establish interoperability with other software or applications;

(vii) use the Services in compliance with applicable French legislation in force, in particular with respect to online communications, protection of Personal Data, protection of Intellectual Property, and image rights, as well as the Public Health Code and any applicable professional codes of ethics;

(viii) ensure the availability and cooperation of Users involved in the performance of the Contract;

(ix) refrain from using the Services in any manner that could harm the reputation of Nextmotion;

(x) ensure that Subscriber Data does not infringe the rights of third parties and that the Subscriber is duly authorized to reproduce and/or publicly distribute such data. For photographs of establishments or staff, the Subscriber declares that it has obtained the consent of the person(s) photographed for the publication and distribution of such images.

11.2 Furthermore, the Subscriber:

(a) is responsible for Subscriber Data, as well as for the use made of such data by Users and Patients, including the updating, relevance, accuracy, and completeness of such data and documents stored on the Platform;

(b) guarantees Nextmotion and its representatives against any claim, action, or request for compensation from a Patient, Internet user, User, third party, or public authority; and

(c) where applicable, indemnifies Nextmotion and its representatives for all costs (including legal fees and court costs) and damages arising from claims and legal actions relating to:
(i) illegal, fraudulent, or non-compliant use of the Services by Users;
(ii) Subscriber Data and its use by Users and Patients;
(iii) infringement of Nextmotion’s Intellectual Property rights or those of any third party resulting from use of the Services by any User; and
(iv) the content and quality of information and Documents stored on the Platform.

11.3 Hold Harmless Clause

The Subscriber guarantees that each User complies with all obligations applicable to them under the Contract in their capacity as a User of the Services.

11.4 Third-Party Integrations

The Subscriber is solely responsible for the consequences and/or damages arising from any integration of third-party services or software into the Platform that is not performed by

Nextmotion. The Subscriber acknowledges that Nextmotion shall not be held liable for any consequences or damages, in whole or in part, resulting from such integrations.

Furthermore, in the context of providing a Connector between the Platform and any third-party software not provided by Nextmotion, Nextmotion shall not be liable for any damages resulting from developments for which it is not the owner, including developments carried out or licensed by third-party software publishers.

11.5 AI INTEROPERABILITY FEATURES

11.5.1 Definitions

"AI Interoperability Features" means the functionalities provided by Nextmotion that allow the Subscriber to connect, directly or indirectly, its Nextmotion account to third-party artificial intelligence systems or third-party process orchestration platforms, including without limitation:

(a) the Nextmotion MCP connector (Model Context Protocol), enabling third-party AI assistants (including but not limited to Claude by Anthropic, ChatGPT by OpenAI, or any other MCP-compatible client) to access the Subscriber's Nextmotion account data;

(b) Nextmotion nodes and connectors made available on third-party orchestration platforms (including but not limited to n8n, Make, Zapier) allowing the Subscriber to build automations that access its Nextmotion account data and transmit them to other services;

(c) any public API, webhook, or programmatic interface enabling the Subscriber or third parties mandated by it to access the Subscriber's Nextmotion account data to process them in an environment external to Nextmotion.

"Client-Selected AI Subprocessor" means any provider, service supplier, software publisher, or third party chosen and configured by the Subscriber in connection with its use of AI Interoperability Features, thereby receiving Personal Data originating from the Subscriber's Nextmotion account. This includes, depending on the Subscriber's choices: Anthropic, OpenAI, Google, Mistral AI, Microsoft (Azure OpenAI Service), publishers of the orchestration platforms used, and any third-party service connected in this context.

11.5.2 Nature of Data Flows

The Subscriber acknowledges and accepts that use of AI Interoperability Features implies, by technical construction, transfers of data from the Nextmotion environment to the Client-Selected AI Subprocessors that the Subscriber has chosen to use.

These transfers occur whenever the Subscriber, or a User authorized by it, triggers a request, action, or automated flow involving said features. Transferred data may include, depending on the requests

made, Personal Data, including Health Data within the meaning of Article 4(15) GDPR.

Nextmotion expressly draws the Subscriber's attention to the fact that these transfers escape its operational control once they leave its infrastructure. Nextmotion cannot inspect, filter, or retain requests issued by a third-party AI assistant or an orchestration flow configured by the Subscriber.

11.5.3 Legal Qualification of Parties

With respect to the specific use of AI Interoperability Features by the Subscriber, the Parties acknowledge that:

(a) the decision to use or not these features rests with the Subscriber in its capacity as Data Controller;

(b) the choice of Client-Selected AI Subprocessors (name of the publisher, type of subscription, data residency area, security parameters) rests exclusively with the Subscriber, who assumes responsibility therefor;

(c) consequently, Client-Selected AI Subprocessors are direct subprocessors of the Subscriber with respect to the processing performed outside the Nextmotion environment, and not ulterior subprocessors of Nextmotion within the meaning of Article 28.2 GDPR.

11.5.4 Subscriber's Obligations and Warranties

The Subscriber, in its capacity as Data Controller, expressly warrants to Nextmotion, prior to any use of AI Interoperability Features with Personal Data:

(a) having selected Client-Selected AI Subprocessors in full knowledge of their compliance with applicable GDPR obligations and, where applicable, sectoral obligations concerning Health Data;

(b) having concluded with each Client-Selected AI Subprocessor a processing agreement compliant with Article 28 GDPR requirements, including a signed Data Processing Addendum (DPA), archived in its GDPR documentation;

(c) having activated with each Client-Selected AI Subprocessor the parameters necessary for the compliance of the processing, including in particular:

(i) data residency within the European Union, or in a country offering an adequate level of protection within the meaning of Article 45 GDPR;

(ii) deactivation of any use of transferred data for AI model training purposes, except with explicit and informed consent;

(iii) definition of a data retention policy compliant with the

purposes pursued;

(iv) more generally, any technical or organizational measure required by applicable regulations;

(d) having updated its record of processing activities (Article 30 GDPR) to include the activity "Use of Nextmotion AI Interoperability Features", with explicit identification of the Client-Selected AI Subprocessors used;

(e) having carried out a data protection impact assessment (DPIA) within the meaning of Article 35 GDPR where the processing envisaged is likely to result in a high risk, which is presumed to be the case for processing involving Health Data;

(f) having updated its privacy policy for data subjects (patients) to inform them, in accordance with Articles 13 and 14 GDPR, of the existence of processing involving Client-Selected AI Subprocessors, and of their categories;

(g) exclusively using professional subscriptions of Client-Selected AI Subprocessors (including Claude Team or Enterprise, ChatGPT Team, Business or Enterprise, or equivalents) enabling the signature of a DPA and the activation of the aforementioned compliance parameters.

The Subscriber expressly refrains from using AI Interoperability Features with consumer or individual versions of third-party AI services (including "Free", "Plus", "Pro" individual versions) when processing Personal Data through this channel.

11.5.5 Allocation of Responsibilities

The Parties expressly agree on the following allocation of responsibilities in case of breach of Personal Data protection obligations in connection with the use of AI Interoperability Features:

(a) Nextmotion is solely responsible for: (i) technical failures, security defects, interruptions, or vulnerabilities of AI Interoperability Features themselves, as components edited by Nextmotion; (ii) failures to meet Nextmotion's specific obligations set forth in this Contract regarding these features;

(b) The Subscriber is solely responsible for: (i) the choice of Client-Selected AI Subprocessors and their configuration; (ii) the absence, insufficiency, or non-compliant nature of subprocessing agreements concluded with Client-Selected AI Subprocessors; (iii) the absence or insufficiency of GDPR formalities specific to the Subscriber (register, DPIA, information of data subjects); (iv) use by the Subscriber or its authorized Users of AI Interoperability Features in violation of the warranties set forth in Article 11.5.4; (v) more generally, any consequence of configuration, use, or parameterization choices made by the Subscriber.

(c) Consequently, the Subscriber expressly waives any claim against Nextmotion for damages, penalties, or losses resulting directly or indirectly from a breach falling under its own responsibility as defined above.

11.5.6 Reference Documentation

Nextmotion maintains, on its website, a reference documentation describing the recommended configuration for compliant use of AI Interoperability Features, accessible at the URL www.nextmotion.net/fr/mcp-conformite (and its future equivalents in other languages). The Parties agree that this documentation constitutes, by reference to this Article, the documentation opposable as to the Compliant Configuration applicable at any given time. The Subscriber undertakes to consult this documentation periodically and to adapt its own configuration accordingly.

11.5.7 Acceptance

The activation by the Subscriber, or by any of its authorized Users, of any of the AI Interoperability Features constitutes express and unreserved acceptance of this Article 11.5, including the allocation of responsibilities defined in Article 11.5.5.

12. MODIFICATION OF THE SUBSCRIBER'S SITUATION

In the event of any change in domicile, registered office, email address, bank details (for payment by direct debit), or any substantial change in the situation of the Subscriber or a User (in particular in the event of suspension and/or withdrawal of the right to practice, initiation of collective proceedings, or cessation of activity), the Subscriber undertakes to inform Nextmotion's customer service without delay by notification via the Platform and its contact form.

13. MODIFICATION OF THE SUBSCRIPTION

The Subscriber is responsible for creating and monitoring the number of Users and the various options subscribed to. The identity of the Users, as well as their number and the number of subscribed options, may be modified at the request of the Subscriber. For this purpose, the Subscriber undertakes to inform Nextmotion by notification via the Platform and its contact form.

Any request to create or delete a User Account or to add or remove options offered by Nextmotion after the effective date of the Contract shall be subject to the conditions set forth in the Contract.

14. OBLIGATIONS, RESPONSIBILITIES AND WARRANTIES OF NEXTMOTION

Nextmotion implements the means and measures necessary to ensure the proper functioning, maintenance, continuity, and quality of the Services.

The Subscriber acknowledges that:
(i) the role of Nextmotion is limited to that of a technical intermediary and service provider; and
(ii) Nextmotion is subject only to an obligation of means in the performance of its obligations.

The Subscriber acknowledges that Nextmotion cannot be held liable for any interruption or delay in the performance of the Services beyond its control, in particular where the provision of the Services depends on the reliability, availability, and continuity of connections provided by third parties (telecommunications network operators, public Internet, Subscriber and User Infrastructure, etc.), as well as on the accuracy and integrity of information provided by the Subscriber and the Users.

Nextmotion may suspend all or part of the Services for scheduled maintenance carried out by Nextmotion or one of its subcontractors, or in the event of a technical necessity, including emergency maintenance. In such cases, the Parties undertake to use their best efforts to limit the duration and consequences of such suspension.

Nextmotion may freely modify the technical infrastructure of its Platform, provided that such modification does not result in a reduction of the performance of the Platform or the Services, nor in a reduction of the commitments undertaken by Nextmotion.

It is expressly agreed between the Parties that Nextmotion shall not, under any circumstances, be liable for any indirect damage suffered by the Subscriber and/or Users in connection with use of the Services, including, in particular:
(i) damages not resulting exclusively and directly from a failure of the Nextmotion Services, such as operating losses, loss of patients, loss of contracts, loss of profit or anticipated savings, or loss of turnover; and
(ii) damage to image or reputation.

Furthermore, Nextmotion shall not be held liable for acts:
(i) carried out by the Subscriber and/or a User and/or any third party using the Services or acting on the instructions of the Subscriber and/or a User;
(ii) resulting from negligence on the part of the Subscriber and/or a User and/or any person acting on the instructions of the Subscriber and/or the User; or
(iii) resulting from non-compliance with Applicable Regulations and/or the Contract.

Nextmotion declines all responsibility in the event of any dispute, whatever its cause, between a User and a Patient.

In any event, where fault on the part of Nextmotion is proven with respect to the Subscriber, the total liability of Nextmotion and its representatives toward the Subscriber, its representatives, Users, and employees, under the Contract, all damages and penalties combined, shall be limited to an amount equal to twelve (12) months of subscription fees for the Service(s) at the origin of the damage, preceding the event giving rise to the damage.

The limitations of liability set forth in the Contract shall not apply where such limitation is excluded by law, in particular in the event of:
(i) death or serious bodily injury;
(ii) gross negligence; or
(iii) fraud.

The Parties shall endeavor to achieve the objectives set forth in the Contract. In particular, the Party suffering from non-performance of an obligation must take all reasonable steps to mitigate the damage likely to result therefrom. Failing such mitigation, it may only obtain compensation for the damage that could not reasonably have been avoided.

The Parties acknowledge that:
(i) the prices agreed under the Contract take into account the allocation of risks negotiated between the Parties; and
(ii) the limitation of liability set forth above constitutes an essential condition of the execution of the Contract.

15. PRICE – BILLING – TERMS OF PAYMENT

15.1 Price

The Subscriber agrees to pay Nextmotion the Service Fees indicated on the electronic invoices, in accordance with the Quotation. The Service Fees are available in the “My Subscription” section of the Website.

Invoices are payable in euros, all taxes included (TTC). The applicable VAT rate is that in force on the date of issuance of the invoice. Any change in the VAT rate shall be reflected on the invoices, without entitling the Subscriber to contest such new rate or to terminate the Contract.

15.2 Modification of Prices

Nextmotion may modify all or part of the Service Fees. Such modifications may apply to all contracts, including those in progress. In this case, the Subscriber shall be informed in writing at least one (1) month prior to the effective date of the new Service Fees.

Where the Subscriber benefits from an annual Subscription with a commitment ranging from one (1) to five (5) years, the price modification shall take effect only upon expiry of the period for which the Subscription has already been paid.

If the Subscriber refuses the price increase, the Subscriber shall be entitled to terminate the affected Service(s), without penalty, by registered letter with acknowledgment of receipt, within fifteen (15) days from receipt of the notification. Termination shall take effect, at the earliest, either on the effective date of the new rates or within fifteen (15) days following receipt by Nextmotion of the termination notice.

15.3 Billing

The Subscriber expressly authorizes Nextmotion to charge the payment method provided for all subscription renewals, in accordance with the automatic renewal terms set forth in Article 4.

The Subscriber authorizes Nextmotion to issue electronic invoices, which the Subscriber may consult, copy, or print directly from the Subscriber's personal space on the Website.

For any annual Subscription, the invoice shall be issued during the first month of the relevant annual subscription period.

It is the Subscriber's responsibility to immediately notify Nextmotion, by contacting customer service, of any additional options to which the Subscriber wishes to subscribe. In the absence of such notification, Nextmotion may invoice the full Service Fees corresponding to any new option or User Account on the invoice issued for the month during which Nextmotion becomes aware of such addition.

15.4 Terms of Payment

The Services are payable by the Subscriber as follows:
– by immediate payment for annual Subscriptions paid in full;
– by automatic bank debit for annual Subscriptions paid periodically, on the date indicated on the invoice, for the period due;
– by automatic bank debit for monthly Subscriptions, on the date indicated on the invoice, for the period due.

Nextmotion uses the services of Stripe, a payment institution approved by the French Prudential Supervision and Resolution Authority, to process direct debit payments. Information regarding how Stripe processes the Subscriber's Personal Data and the Subscriber's rights with respect to data protection, including the right of objection, is available on Stripe's website.

Any invoice not disputed within thirty (30) days from its date of issuance shall be deemed duly accepted by the Subscriber. The Subscriber may not rely on any set-off or deduction mechanism, nor withhold any amount due to Nextmotion under the Contract. The Subscriber shall bear all bank transaction fees associated with payment, where applicable.

15.5 Payment Incidents

Any failure to pay by the due date shall automatically and without prior notice give rise to the application of late payment penalties, calculated from the day following the payment due date indicated on the invoice.

The applicable interest rate shall be equal to the rate applied by the European Central Bank to its most recent refinancing operation, increased by ten (10) percentage points, as of the date the amount becomes due.

Any Subscriber in a situation of late payment, for all or part of the Services, shall automatically be liable to Nextmotion for a fixed recovery fee in the amount of forty (40) euros, as provided for in Article L.441-10 of the French Commercial Code.

Where the recovery costs incurred exceed the amount of this fixed fee, Nextmotion may request additional compensation upon justification.

Any payment incident shall result, in accordance with Article 20, in the suspension of the Subscription and of access rights to the Services for the Subscriber and the Users affected by the payment incident.

Any complaint must be addressed in the first instance to Nextmotion's customer service. Nextmotion undertakes to use all necessary means to process any complaint submitted by the Subscriber as promptly as possible, with a view to reaching a mutually acceptable solution. In any event, in the case of a dispute relating to an invoice, the Subscriber undertakes to pay the undisputed portion of the relevant invoice.

16. INTELLECTUAL PROPERTY

The Services and all elements comprising them are, unless otherwise specifically stated, the exclusive property of Nextmotion. Nextmotion warrants that it owns: (i) the Intellectual Property rights related to the Platform; and (ii) the various Services made available to the Subscriber.

No provision of the Contract may be interpreted as an assignment or transfer of Intellectual Property rights.

16.1 Rights Granted by the Subscriber

The Subscriber grants to Nextmotion, free of charge and on a non-exclusive basis, the right to use, reproduce, communicate, broadcast, and modify (for layout purposes or translation where applicable):

– all or part of its distinctive signs (including surnames, first names, trademarks, corporate name, trade name, logos, etc.) for which it owns or holds rights; its Subscriber Data;
– all or part of the content and graphic elements, photos, videos, or texts, including information contained in the User Profile Form, provided by the Subscriber or the Users;

for the whole world, freely transferable to any third party, on any medium, for the duration of the protection of the rights relating to the above-listed content and elements (copyright, trademark rights, intangible rights and any renewals thereof), and for any operation and improvement of the Services (including, in particular, promotion of the Services).

16.2 Rights Granted by Nextmotion

Nextmotion grants to the Subscriber, for the duration of the Contract:

(i) a personal, non-exclusive, non-assignable and non-transferable right to use the Platform and the Nextmotion applications for the subscribed Services;

(ii) a personal right to use, reproduce, and disseminate its trademarks and/or logos within its organization or on its professional documents, strictly for the purpose of informing Patients of the possibility of booking appointments online. Such use of trademarks and logos must be carried out in accordance with the instructions, guidelines and/or brand and logo usage charter of Nextmotion. Any other use, such as use of the Nextmotion brand as part of an online advertising system to promote its own services or third-party services (such as Google Adwords), is prohibited.

16.3 Restrictions

The Subscriber undertakes not to:

(i) attempt to access or copy the source code of the Platform;
(ii) use the Platform for purposes other than the use of the Services;
(iii) create copies of the Platform;
(iv) reproduce, correct, extract, modify, translate into any language, reuse, arrange, adapt, decompile (except and only to the extent expressly permitted by Applicable Law), incorporate the Platform into any other software, or create derivative works based on the Platform, regardless of the means and medium;
(v) resell, rent, or commercially exploit the Platform, nor assign or grant the Platform to any third party;
(vi) perform penetration testing or attempt to cause a denial of service on the Services.

The Subscriber acknowledges that any breach of this Article constitutes an act of infringement (counterfeiting) punishable under civil and criminal law.

The Subscriber understands and agrees that the Platform is a standard SaaS solution provided “as is” to the Subscriber and is not intended to meet any of the Subscriber’s specific requirements. To the extent permitted by law, Nextmotion excludes all warranties of any kind.

16.4 License

All third-party software integrated into the Platform and/or the Services under a license remains subject to the applicable license terms of such software.

17. EXCLUSIVITY CLAUSE

Throughout the duration of the Contract and within the framework of the Subscriber’s activity in French territory, the Subscriber shall refrain from using competing services having the same purpose as the Services subscribed to by the Subscriber from Nextmotion.

18. PERSONAL DATA PROTECTION

The Personal Data Protection Annex describes the respective roles and obligations of the Subscriber and Nextmotion regarding the processing of Personal Data carried out in the context of the performance of the Services. By signing the Contract, the Subscriber and Nextmotion undertake to comply with the provisions of the Annex.

The Subscriber is also informed that, as Data Controller, Nextmotion collects and processes the Subscriber's personal data for the purposes of managing and monitoring the commercial relationship, and more specifically the provision of the service to the Subscriber. This processing is based on the legal ground of performance of the contract.

The categories of data collected by Nextmotion in the context of performance of the contract are as follows: surname, first name, telephone number, postal address, email address, profession, address of the affiliated establishment, and payment details. Collection of these data is necessary for the performance of the contract.

The data shall be retained for the duration of the commercial relationship.

Under the GDPR, the Subscriber has the right to access, rectify, erase, and restrict processing, as well as the right to data portability. The Subscriber also has the right to lodge a complaint with the CNIL.

The Subscriber is invited to consult Nextmotion's privacy policy for further information regarding the processing of personal data.

19. CONFIDENTIALITY

Each Party undertakes to ensure strict confidentiality of the Confidential Information exchanged during the pre-contractual and post-contractual phases, as well as during the performance of the Contract.

Accordingly, each Party undertakes to:

(i) use the Confidential Information solely for the purposes of performance of the Contract and strictly to the extent necessary;
(ii) take all necessary precautionary and protective measures to preserve the confidentiality of the other Party's Confidential Information and prevent access by unauthorized persons, and at a minimum provide it with the same level of protection as its own Confidential Information;
(iii) not disclose or reproduce the other Party's Confidential Information, except to its members, employees, agents, or service providers (a) who must have access to such Confidential Information to perform the obligations of the Party concerned under the Contract, or (b) who are entitled to receive it under the Contract.

Furthermore, Nextmotion may disclose the terms of the Agreement: (i) to its accountants, auditors, banks, financing sources, and any other advisors of Nextmotion subject to professional secrecy; and (ii) to advisors or experts who have signed a confidentiality undertaking.

In all cases, the receiving Party of Confidential Information shall act as guarantor of compliance with this confidentiality obligation by any persons having access to such Confidential Information, including in particular its employees or subcontractors.

The confidentiality obligation shall remain in force for a period of five (5) years after expiration of the Contract, for any reason whatsoever.

Notwithstanding the foregoing, each Party may disclose Confidential Information without the other Party's consent, strictly to the extent such disclosure is required by a competent authority or pursuant to a legal or ethical obligation.

20. SUSPENSION

20.1 Suspension with Prior Notice

In the event of: (i) non-compliance by the Subscriber or a User with the provisions of the Contract; (ii) a payment incident; (iii) inappropriate behavior by the Subscriber or a User that is likely to harm Nextmotion or the physical or mental integrity or safety of Patients; or (iv) breach of applicable laws and regulations, Nextmotion shall give the Subscriber and/or, where applicable, the User formal notice, by notification sent by any means, to remedy (where possible) the breach(es) or default(s) within seven (7) calendar days following the date of notification, before automatically suspending or limiting the Subscriber's and/or Users' access to all or part of the Services.

Where the breach(es) or default(s) attributed to the Subscriber and/or User cannot be remedied, the Subscriber and/or User shall simply be notified by Nextmotion of the implementation of the suspension within seven (7) calendar days, as set out above.

"Inappropriate behavior" means any defamatory, indecent, inappropriate, threatening, hateful, or offensive statements, whether oral or written.

Nextmotion shall send, by any means, a suspension notice including a statement of the reasons that led to the decision to suspend or limit access to all or part of the Services, at the time when such suspension or limitation takes effect. Depending on the case, such statement of reasons may be communicated together with the formal notice or the notice mentioned above.

Nextmotion is not required to provide the statement of reasons referred to above where it is subject to a legal or regulatory obligation not to provide the specific facts or circumstances or reference to the applicable ground(s), or where the Subscriber and/or the User has violated several provisions of the Contract.

20.2 Suspension without Prior Notice

In the event of serious, imminent, or proven danger for one or more Patient(s), for the reputation of Nextmotion, or in the event of an event or behavior adversely affecting, or likely to adversely affect, the security, integrity, or confidentiality of the Platform, User Data, or Basic Patient Data, or in the event of sending unsolicited messages (spamming) through the Messaging Service, or more generally use of the Services for advertising purposes, or in the event of proven or reasonably suspected use of AI Interoperability Features in breach of

Article 11.5 of these Subscription Terms, including in particular the use of such features with consumer AI subscriptions for the processing of patient Personal Data, Nextmotion may suspend or limit the Subscriber's and/or a User's access to all or part of the Services, and in particular to the AI Interoperability Features, without prior notice.Nextmotion may suspend or limit the Subscriber’s and/or a User’s access to all or part of the Services without prior notice.

Nextmotion shall send, by any means, to the Subscriber a notification including a statement of the reasons that led to the decision to suspend or limit access to all or part of the Services, at the time when such suspension or limitation takes effect.

Nextmotion is not required to provide the statement of reasons referred to above where it is subject to a legal or regulatory obligation not to provide the specific facts or circumstances or reference to the applicable ground(s), or where the Subscriber and/or the User has violated several provisions of the Contract.

20.3 Consequences of Suspension

During the suspension period, the Subscriber may retrieve the Subscriber Data and, where applicable, the Basic Patient Data for which the Subscriber is the Data Controller, except where such data have been collected unlawfully by the Subscriber.

Suspension does not release the Subscriber from the obligation to pay the Service Fees under the Contract. Nextmotion shall not be liable for any damage resulting from the suspension of the Services pursuant to this Article.

Nextmotion shall decide unilaterally on the follow-up actions to be taken after suspension of the Contract, including termination.

21. TERMINATION

21.1 Termination by the Subscriber

In the event of serious or gross negligence by Nextmotion under the Contract, the Subscriber may terminate the Contract without compensation for Nextmotion, after formal notice to remedy the breach sent by registered mail with acknowledgment of receipt has remained wholly unsuccessful.

Except in the above-mentioned cases, termination of the Subscription by the Subscriber before its expiry shall render the Subscriber liable for payment of the full amount of the Subscription due for its committed duration, less amounts already paid, and the Benefits must be fully returned immediately to Nextmotion.

For the avoidance of doubt, the provisions of this Article shall not prevent the Subscriber from terminating the Contract prior to renewal of the Subscription in accordance with Article 4.2.

21.2 Termination by Nextmotion

21.2.1 Termination without fault of the Subscriber

Nextmotion may terminate the Contract in whole or in part (for one or more Services), without having to justify its decision and without compensation for the benefit of the Subscriber and/or Users, by written notice to the Subscriber with six (6) months' prior notice. In the case of an annual subscription, the Subscriber shall be refunded on a pro rata temporis basis for the unused portion of the Subscription, excluding the current month.

21.2.2 Termination for fault of the Subscriber

In the event of: (i) fault by the Subscriber and/or a User, such as use of one or more Services in a manner (a) contrary to the provisions of the Contract; (b) contrary to Applicable Laws and Regulations; (c) contrary to professional ethics; (d) likely to harm the reputation of Nextmotion or the physical or mental integrity or safety of Patients; or (ii) a payment incident, Nextmotion may terminate, without compensation for the benefit of the Subscriber and/or the User, and by any means, the Contract in whole or in part (for one or more Services), subject to a thirty (30) day prior notice from the date of notice of suspension of the Services.

Nextmotion shall not be required to comply with the above notice or provide reasons for termination for misconduct where: (i) it is subject to a legal or regulatory obligation to terminate the supply of all Services; (ii) it exercises a right of termination for a compelling reason provided for by national law; or (iii) it can prove that the Subscriber and/or User has repeatedly or seriously violated the Contract (including non-payment by the Subscription due date).

The Subscriber acknowledges and accepts that, in the event of termination for fault of the Subscriber and/or a User, any month started remains due.

21.2.3 Collective Proceedings

The Contract may be terminated as of right by either Party in the event of initiation of collective proceedings against the other Party. Termination shall take effect after formal notice sent to the judicial administrator by registered letter with acknowledgment of receipt has remained unanswered for more than thirty (30) days.

21.3 Consequences of Termination

21.3.1 Upon the effective date of termination, the Subscriber and the Users shall no longer have access to the terminated Services. Termination of the Nextmotion Consult Service, for any reason, shall result in the automatic and definitive termination of all related Additional Services.

21.3.2 Outgoing reversibility: Nextmotion undertakes, at no additional cost and at the Subscriber's request submitted no later than at the time of termination of the Services concerned, to:

(i) make available to the Subscriber within fifteen (15) calendar days following the written request: (a) all Data held by Nextmotion on behalf of the Subscriber and, where applicable, (b) the Basic Patient Data for which the Subscriber is the Data Controller, except where such data have been collected unlawfully by the Subscriber or where the Subscriber has not

provided supporting documentation proving identity and, where applicable, the right to practice, enabling confirmation that the data were collected lawfully; and

(ii) assist the Subscriber in the context of outgoing reversibility. Data shall be made available in a standard structured text format that is exploitable and suitable to ensure long-term readability.

Once the Data have been made available by Nextmotion, the Subscriber may retrieve, for up to two (2) months following the effective termination of the relevant Service, and by its own means, the above-mentioned Data for which it is the Data Controller.

The Subscriber acknowledges having all rights and/or permissions required to retrieve the above-mentioned Data.

After this period has elapsed:

– all Data shall be deemed to have been fully retrieved by the Subscriber;
– access to such Data shall no longer be permitted;
– Nextmotion undertakes to delete or anonymize all Subscriber Data and Basic Patient Data for which the Subscriber is the Data Controller. Nextmotion remains authorized, however, to retain a copy of Confidential Information for any purposes required by Applicable Law.

Nextmotion reminds the Subscriber of its legal obligation to archive Basic Patient Data in accordance with the French Public Health Code. Nextmotion does not provide archiving services, which remain under the sole and full responsibility of the Subscriber and each User.

22. ASSIGNMENT OF THE SUBSCRIPTION CONTRACT

Nextmotion reserves the right to assign, transfer, or otherwise convey to a third party, in any form whatsoever, the rights and obligations arising from the Contract.

The Subscriber must obtain Nextmotion’s prior written consent in order to sell or transfer the Contract.

23. INSURANCE

Each Party undertakes to take out, with any reputable and solvent insurance company of its choice, a civil liability insurance policy in order to cover all material, tangible and/or intangible damage likely to be caused directly or indirectly to the other Party and/or third parties, as well as any specific risks related to its activity, for the entire duration of the Contract.

24. FORCE MAJEURE

Expressly, the Parties consider as force majeure events those meeting the criteria retained by the case law of French courts and tribunals, the constituent elements of which are

characterized within the meaning of Article 1218 of the Civil Code and the case law of the Court of Cassation.

In the event of such an event, the affected Party shall immediately inform the other Party in writing.

Force majeure suspends the obligations of the Party concerned for the period during which the force majeure event persists. Nevertheless, the Parties shall endeavor, as far as possible, to minimize the consequences.

If a force majeure event prevents one of the Parties from fulfilling its contractual obligations under the Contract for more than thirty (30) consecutive days, either Party may terminate the Contract by sending a registered letter with acknowledgment of receipt.

The Parties shall then no longer be required to perform their obligations, except in particular those arising from the Articles “Intellectual Property”, “Confidentiality”, and “Personal Data Protection” herein, without any compensation or penalty, for any reason whatsoever, due by either Party.

25. MISCELLANEOUS

25.1 Waiver
The fact that either Party does not avail itself of one or more provisions of the Contract shall in no case imply a waiver by such Party of its right to rely on them later.

25.2 Partial Invalidity
If certain provisions of the Contract are inapplicable for any reason whatsoever, including due to any applicable law or regulation, the Parties shall remain bound by the other provisions of the Contract and shall endeavor to remedy the inapplicable clauses in the same spirit as that which prevailed at the time of execution.

25.3 Agreement on Evidence
The Parties expressly agree that any document signed in a dematerialized manner under the Contract:
(i) constitutes the original of such document;
(ii) has the same evidentiary value as a handwritten signature on paper and may validly be relied upon against the Parties;
(iii) may be produced in court as written evidence, in the event of a dispute.

Accordingly, the Parties acknowledge that any document signed in a dematerialized manner constitutes proof of the content of such document, of the identity of the signatory, and of the signatory’s consent to the obligations and legal consequences arising from the document so signed.

Termination or expiration of the Contract shall not call into question the evidentiary value of documents signed in a dematerialized manner prior to the date of termination/expiration.

25.4 Means of Evidence
In order to establish harm (proven or alleged) to Nextmotion’s reputation or to the physical or mental integrity or safety of Patients, Nextmotion may rely on messages from Patients sent

to Nextmotion which it has previously anonymized in order to ensure the confidentiality of their exchanges, provided that the content of such messages does not allow them to be identified.

25.5 Feedback
Where a Subscriber provides comments to Nextmotion regarding the functionality or performance of the Services (including identification of errors or improvements), the Subscriber agrees to grant to Nextmotion, without restriction or compensation, all right, title, and interest in and to such feedback.

25.6 Rights and Authorizations
Each Party represents that it has the rights and authorizations necessary to enter into the Contract and to perform the obligations set forth therein.

25.7 Independence
It is expressly understood between the Parties that each acts as an independent contractor, and neither Party shall be deemed to be an employee, agent, distributor, principal, or representative of the other Party.

Professional Activity
The Subscriber signing a Contract for the use of the Services acknowledges: (i) that it is acting within the framework of its professional activity carried out in French territory; and (ii) that the contractual relations governed by the Contract are governed by the French Commercial Code.

Accordingly, the Subscriber acknowledges that it is neither a consumer nor a non-professional, and that it cannot benefit from the provisions of the French Consumer Code. The Subscriber undertakes to ensure that each User acts within the framework of their professional activity carried out in French territory. The Subscriber undertakes not to resell the Services or grant any rights in the Services to a third party.

25.8 Amendment
Nextmotion reserves the right to amend these Subscription Terms at any time, in particular to take into account an evolution of the Services or legal and/or regulatory changes, subject to a prior notice period of fifteen (15) days from notification of the change.

The Parties agree that this notice period shall not apply where Nextmotion:
(i) must comply with a legal or regulatory obligation requiring it to amend the Contract in a manner that does not allow it to comply with the notice period; or
(ii) must exceptionally amend the Contract to address an unforeseen and imminent danger, in particular related to fraud, malicious software, spam, data breach, or other cybersecurity risk.

All Subscribers are informed that the only authentic version of the Subscription Terms is the version available online in their Subscriber space, which the Subscriber acknowledges and accepts without restriction. The Subscriber is required to refer to the online version of the Subscription Terms on the date of access and each use of the Services.

In the event of changes linked to legal or regulatory evolution creating new obligations for Nextmotion not mentioned in the Contract, Nextmotion may integrate new modules into its Services and offer the Subscriber a new subscription for such modules.

25.9 Technical Support, Complaint Management, and Assistance
Nextmotion provides the Subscriber with a help center — “contact us” section — giving access to the Nextmotion FAQ as well as various means of communication, including a chatbot, a contact form, or an option to request a call-back.

25.10 Anti-Fraud and Anti-Corruption
• Nextmotion is committed to preventing and combating fraud and corruption and requires that any person or company in relation with Nextmotion adheres to the same principles and complies with French (in particular the “Sapin 2” Law) and European legal provisions and regulations, as well as internationally recognized principles relating to the fight against corruption and influence peddling.
• Consequently, each User agrees to:
(i) not engage in fraud or corruption, in any form whatsoever, in the context of its relations with Nextmotion;
(ii) take all reasonable steps to ensure that its managers, employees, subcontractors, officers, or any other third parties under its control comply with this obligation;
(iii) inform Nextmotion without delay of any conflict of interest or event brought to its attention that could result in obtaining an undue advantage in the context of its relations with Nextmotion.

Any breach of the obligations set forth in this Article shall be considered a serious breach authorizing Nextmotion to terminate the Services without notice or compensation, subject to any damages that Nextmotion may claim due to such breach.

25.11 Beta Version
Nextmotion may offer the Subscriber the possibility to test beta versions of certain Services. Such beta Services are provided solely for evaluation purposes. The Subscriber acknowledges that these beta Services may contain bugs, errors, and other issues and accepts them “as is”, without any warranty.

Nextmotion:
(i) is not liable for issues related to the use of beta Services by Users;
(ii) may discontinue such Services;
(iii) may delete all data contained in such beta versions, without any liability.

25.12 Trial
Access to Services in trial mode is subject to the Subscriber’s prior acceptance of these Subscription Terms. Trial Services are also provided “as is” without any support or warranty, express or implied, of any kind. The tester undertakes to regularly back up the data provided to Nextmotion for testing.

25.13 Interpretation
Words in the singular include the plural and vice versa. Any reference to a document, standard, legislative provision, code, or any other document includes any modification or

update of such document, standard, legislative provision, or code. Any reference to a sum of money refers to the euro currency.

25.14 Minimum Recommended Configuration
The Subscriber undertakes to maintain an Infrastructure meeting a minimum configuration for optimal use of the Services and the Platform. The terms of this configuration are available here. They may evolve depending on the evolution of the Services and the Platform and will be brought to the Subscriber's attention.

25.15 Survival
Upon termination of the Contract, the following Articles shall remain in force between the Parties: price – invoicing – terms of payment – intellectual property – consequences of termination – confidentiality – limitation of liability – applicable law.

25.16 Reminder of Declarative Obligations
As a professional, the Subscriber must file a declaration of commencement of activity, choose its tax regime with the tax authorities, and comply with all obligations incumbent upon it, in particular tax and social security obligations. For more information, the Subscriber may consult the website of the "Direction Générale des Finances" as well as the Urssaf Public Service Portal.

25.17 Commercial Referencing
For commercial referencing purposes, the Subscriber authorizes Nextmotion to quote and reproduce the Subscriber's surnames and first names, trade names and trademarks, as well as the type of Services subscribed to by the Subscriber, on any commercial medium worldwide and for the entire duration of the Contract.

26. AMICABLE SETTLEMENT – APPLICABLE LAW AND JURISDICTION

These Subscription Terms are governed by French law.

Before any legal action, Nextmotion and the Subscriber shall seek, in good faith, to settle amicably any dispute between them relating to the validity, interpretation, performance or non-performance, interruption, termination, or denunciation of these Subscription Terms, for any reason and on any grounds whatsoever, by written notice sent by registered letter with acknowledgment of receipt setting out the difficulty(ies) encountered and the resulting requests.

Nextmotion and the Subscriber shall confront their points of view and undertake all useful steps to find a solution to the dispute.

Nextmotion and the Subscriber shall endeavor to reach an amicable settlement within sixty (60) days from the notification by one of them of the need for an amicable settlement.

Except to preserve their right of action or to prevent imminent harm, no legal action shall be admissible before the above amicable settlement procedure has run its course.

If, at the end of the sixty (60) day period, no amicable settlement is reached, the Parties may engage in an attempt at mediation. As this procedure is voluntary, the Parties may end it at any time.

If mediation is initiated, Nextmotion and the User undertake to participate in good faith and to share the total cost of the mediation. Nextmotion shall bear a reasonable share of this total cost, taking into account the merits of the arguments and the conduct of the User, provided that such amount shall not exceed half of the costs.

The mediators selected by Nextmotion are the following:
– Business Mediator (Médiateur des entreprises):
https://www.economie.gouv.fr/mediateur-des-entreprises
– CEDR: www.cedr.com/p2bmediation

Any dispute relating to the validity, application, or interpretation of the Contract shall be submitted, failing amicable agreement between Nextmotion and the Subscriber, to the competent courts within the jurisdiction of the Paris Court of Appeal, which Nextmotion and the Subscriber expressly designate as having territorial jurisdiction, regardless of the place of performance or the defendant's residence. This attribution of jurisdiction shall also apply in summary proceedings, in the event of multiple defendants, or a third-party claim for indemnity.

TERMS OF USE OF THE SERVICES NEXMOTION

The following Terms of Use are applicable from January 6, 2026, for any new creation of a User Account.

1. OBJECT

Nextmotion is a company specializing in the development of tailor-made management solutions in the healthcare sector, intended for doctors and healthcare professionals, in compliance with legal requirements relating to the archiving of health data.

These Terms of Use (hereinafter referred to as the “CU”) are intended to define:
(i) the conditions of use of the Nextmotion Services; and
(ii) the rights and obligations of Nextmotion and the Users under the Subscription subscribed by the Subscriber.

2. DEFINITIONS

All terms below beginning with a capital letter shall have the following meaning:

“Subscriber” means, without distinction: (i) any natural person who is a Health Actor practicing in a self-employed capacity; (ii) any legal entity under private law bringing together Health Actors for the exercise of their profession; and (iii) any legal entity under public law bringing together Health Actors for the exercise of their profession, having subscribed to the Services by signing the Subscription Terms and paying the subscription.

“Subscription” means the subscription to the Services by means of the Electronic Signature of a contract with Nextmotion.

“Health Actor” designates professionals participating directly or indirectly in the healthcare or medico-social care of a Patient and working as a self-employed person or employee, individually and/or collectively, and who are eligible to use the Services.

“Administrator” means a person designated by the Subscriber whose duties include, in particular, managing the creation/deletion of and access to User Accounts within the same organization. The Administrator is under the full and entire responsibility of the Subscriber.

“Assistant” means any type of staff (i) assisting a Subscriber and (ii) performing actions in the name and on behalf of said Subscriber, such as administrative staff, medical secretaries, medical or dental assistants, and medical auxiliaries. The Assistant remains under the full and entire responsibility of the Subscriber.

“Connector” means a programming interface allowing two software programs, information systems, or applications to communicate.

“CONTRACT” means (i) the Subscription Terms and (ii) the Personal Data Protection Annex.

“User Account” means the personal account attached to a User enabling such User to access the functionalities of the Services subscribed by the Subscriber and the associated rights.

“Document” designates any medium, whatever the format, created, received, or retained on the occasion of prevention, diagnosis, care, or social and medico-social follow-up activities, and which may contain Health Data.

“Personal Data” means any information relating to an identified or identifiable natural person as defined by Article 4(1) of the General Data Protection Regulation (GDPR).

“Health Data” means “data concerning health” as defined by Article 4(15) of the GDPR.

“Patient File” refers to the identification file of a Patient with whom a Health Actor has interacted as part of their care journey. This file, the content of which remains under the sole responsibility of the Health Actor, may contain the Patient’s identification and contact data, appointment and consultation data, as well as the Patient’s Health Data and Basic Patient Data.

“Identifiers” designate the personal identifiers associated with a Subscriber Account, as well as any confidential code or password provided to the Subscriber by Nextmotion and then modified by the Subscriber, enabling the Subscriber to identify themselves in order to access the Services.

“Nextmotion” designates the simplified joint-stock company NEXTMOTION, with a share capital of 5,540 euros, having its registered office at 8 avenue Dorian, 75012 Paris, France, registered under number 817 441 132 RCS Créteil.

“Patient” means any natural person with or without an account on Nextmotion who has been or will be subject to a medical consultation with a Health Actor and who is taken in charge by the latter.

“Parties” means jointly Nextmotion and the User.

“Platform” means (a) any desktop software accessible in SaaS mode (Software as a Service) on the Site and/or (b) any desktop or mobile application accessible via the various app stores, allowing the Subscriber to: (i) create a dedicated space on the Platform; and (ii) use the Services made available by Nextmotion to Subscribers.

“Personal Data Protection Annex” means the document annexed to these Terms governing the processing of Personal Data.

“Applicable Regulations” means all laws, regulations, directives, decrees, orders, standards, recommendations or guidance from France or the European Union, or codes of practice, guidelines, usages, or recommendations from professionals in the relevant sector, applicable in the framework of the performance of the Contract, including in particular the French Data Protection Act of January 6, 1978, the GDPR, the Consumer Code, the Labor Code, the Civil Code, and any standard or court/administrative decision adopted for their application.

“GDPR” means Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, repealing Directive 95/46/EC.

“Service(s)” refers to the service(s) made available for the needs of Subscribers’ professional activities on the Site. The Services include in particular the Nextmotion Consult Service, the Nextmotion Capture Service, the billing Service, the Marketing Service, the Calendar Service, etc., and/or any other Additional Service subscribed by the Subscriber on the Platform, as well as hosting of Health Data collected or produced during prevention, diagnosis, or care activities through the interfaces and modules available on the Platform.

“Nextmotion Capture Service” means an application enabling the capture of standardized photographs and videos and their editing, in order to compare photographs from any angle using “image comparison” technology.

“Nextmotion Consult Service” means an online consultation software through which the Subscriber and the User may in particular create and manage Patient records, generate estimates, and create prescriptions.

“Additional Service” means any additional benefit, service, or tool in addition to the Nextmotion Consult Service which generates additional invoicing.

“Electronic Signature” means an electronic process, including clicking a digital acceptance button, attached to an electronic document or logically associated therewith, enabling a Subscriber and/or a User to consent to the content of the electronic document concerned.

“User” means any natural person who (i) has access to the Platform and who accesses the Services proposed by Nextmotion through the Site; and/or (ii) any Site visitor.

3. CREATION OF A USER ACCOUNT

Nextmotion allows any User to create an email identifier and a secure password during the subscription process so that they can access their User Account.

When creating and configuring their account, the User agrees to provide accurate and complete information regarding their identity and, where applicable, their right to practice, as requested by Nextmotion, and in compliance with ethics, the rules defined by applicable regulations and/or the regulatory authorities of their profession (for example, their professional order).

In particular, the User undertakes:

- not to create a false identity likely to mislead Nextmotion or third parties;
- not to impersonate another natural or legal person; and
- not to claim a right to practice, a specialization, or other professional qualifications in an incorrect or abusive manner.

In the event of a change of circumstances affecting the information previously provided to Nextmotion, the User undertakes to update such information immediately in their account or to inform Nextmotion immediately.

Given the nature of the data processed by Users, Nextmotion reserves the right to verify and/or have verified, by a specialized third-party service provider:
(i) the identity of each User, whether a Health Actor or an Assistant, in particular by requesting a copy of an official identity document; and/or
(ii) where the User is a Health Actor, their official authorization to practice issued by a health authority, establishing, in accordance with Applicable Regulations, their right to practice, specialization and/or professional qualifications claimed on the Platform, by requesting all required information and supporting documents.

Acceptance of the CU is done online by Electronic Signature. Any Electronic Signature of the document concerned has legal value. The creation of a User Account implies the User's full and entire adherence to the Contract. Acceptance of the CU also constitutes acceptance of the Personal Data Protection Annex.

After validation of the CU and creation of their User Account, the User receives a confirmation email to the address provided. They may then identify themselves and access their User Account and the Services ordered by the Subscriber via their Identifiers.

The User may connect using the Nextmotion Capture mobile application or via the web software at: https://app.nextmotion.net.

If the User provides false, inaccurate, outdated, or incomplete information, likely to be misleading or fraudulent, Nextmotion may, pursuant to Articles 15 and 16, suspend or terminate the User Account and deny access, temporarily or permanently, to all or part of the Services, without prejudice to the User's liability towards Nextmotion, Patients and/or any third party.

4. TERMS OF ACCESS TO THE SERVICES

Any User accessing the Services offered by Nextmotion undertakes to comply, without reservation, with these CU. These are notified to Users for express and prior acceptance before using the Services and are available in the User space.

The User acknowledges and accepts that any subscription to Additional Services requires a prior valid Subscription to the Nextmotion Consult Service.

5. TECHNICAL SPECIFICITIES OF ACCESS TO THE SERVICES

The User Account includes in particular the Identifiers created during the first subscription to Nextmotion. The User undertakes to keep them secret and not to disclose them in any form.

If one of the User's Identifiers is lost or stolen, the User must immediately inform Nextmotion, which will then proceed to cancel and/or update the affected Identifier without delay.

The User is solely responsible for the use made of their Identifiers, in particular if they pre-register their Identifiers on equipment allowing automatic connection to the Services.

Any access to, use of the Services, and transmission of data made from a User's User Account shall be deemed to have been made by the User. In this regard, the User must ensure that they effectively log out at the end of each session, in particular when accessing the Services from a public computer.

Any loss, misappropriation, or unauthorized use of a User's Identifiers and the consequences thereof remain under the sole responsibility of the User.

In all cases mentioned above, the User must notify Nextmotion, without delay:
(i) using the help center accessible from their User Account — “contact us” section; or
(ii) if the loss of Identifiers prevents access to the User Account, by using the option to be called back by Nextmotion, accessible by clicking on the “Forgot password” link on the Platform login page.

The User shall specify their Identifiers, surname and first name(s) so that Nextmotion can reset the User Account.

6. SHARING OF HEALTH DATA

6.1

The User acknowledges that any sharing of Health Data with other Health Actors must be carried out in accordance with Article L1110-4 of the French Public Health Code, regardless of the Service used.

When pooling a patient database, the User is responsible for:
(i) compliance with rules relating to medical confidentiality and access rights management; and
(ii) collection of the authorizations required to comply with applicable laws and regulations.

Nextmotion reminds the User that, in the event of pooling of Basic Patient Data containing Health Data and/or Documents, these are, by default, fully accessible by each authorized User within the healthcare structure, subject to any authorizations later granted or refused.

The User is solely responsible for compliance with the rules relating to the collection of consent or prior information of Patients in the context of sharing Health Data via the Services, in particular where the recipient is not a member of the Patient’s care team. Consequently, the User must exercise the greatest vigilance when using the Services.

6.2

In accordance with Article L1111-8 of the French Public Health Code, Nextmotion undertakes to use only a host of personal Health Data meeting the requirements of the above-mentioned Article.

7. OBLIGATIONS OF THE USER

The commitments listed below, when performed by an Assistant, are performed in the name and for the account of the Health Actor User, who remains responsible for compliance with these commitments.

7.1 The User undertakes to:

(i) comply with the provisions of the Contract;
(ii) provide Nextmotion, without limitation, with all supporting documents, diplomas, certificates, approvals and professional authorizations enabling confirmation of the

information communicated by the User;
(iii) communicate to Nextmotion, within the agreed deadlines, all information necessary for the provision of the Services and update such information in writing. The User is solely responsible for the consequences related to a defect or delay in updating such information;
(iv) verify that the system and Infrastructure necessary for the use of the Services and used by the User comply with the technical requirements communicated to them. The supply, installation and maintenance of the Infrastructure as well as electronic communication costs (such as telephone and internet access costs) resulting from their use are the sole responsibility of the User. It is the User's responsibility to inquire about the price of use of such services with the relevant operators;
(v) protect against the risks of loss or hacking of data, files and programs by using regularly updated antivirus software;
(vi) restrict access and observe the utmost confidentiality regarding the methods of access to the Services, whatever they may be, and more generally secure such access methods to prevent any unauthorized use of the Services;
(vii) not communicate Personal Data to Nextmotion during Connector test phases intended to establish interoperability with other software or applications;
(viii) use the Services in compliance with (a) French legislation in force, in particular regarding internet communications, protection of Personal Data, protection of Intellectual Property and image rights; (b) the French Public Health Code; and (c) the code of ethics to which the User is subject;
(ix) not use the Services in any way likely to harm Nextmotion's reputation;
(x) ensure that User Data does not infringe third-party rights and that the User is authorized to reproduce and/or publicly broadcast such data. For images of the establishment including staff, the User declares having obtained the consent of the person(s) photographed for publication and dissemination.

7.2 Furthermore, the User:

(i) is solely responsible for: (a) their use of the Services and the use made by their Assistants; (b) User Data, Patient Master Data, and the consequences of their use by Patients and other Health Actors; (c) the relevance, accuracy and completeness of said data and Documents provided and stored on the Platform; and (d) compliance with the prices indicated on their Subscriber profile sheet;
(ii) guarantees Nextmotion, its employees and representatives against any claim, action, or request for compensation by a Patient, an internet user, another User, a third party or a public authority;
(iii) where applicable, indemnifies Nextmotion and its representatives for all costs (including fees, expenses and legal costs) and damages relating to claims and legal actions relating to: (a) illegal, fraudulent, or non-compliant use of the Services by the User and their Assistants, or in breach of the User's ethics, where applicable; (b) User Data and its use by the User, their Assistants and/or Patients; (c) infringement of Nextmotion's Intellectual Property rights and/or those of any third party resulting from use of the Services by the User and their Assistants; and (d) the content and quality of the information and Documents stored on the Platform;
(iv) undertakes to use the Services in compliance with the fundamental principle of the Patient's free choice of practitioner, healthcare establishment and care modality, and for professional purposes only and in accordance with the purpose of the Service.

7.3

The User bears sole responsibility for the consequences and/or damages related to any integration, not carried out by Nextmotion, of third-party services/software on the Platform.

The User acknowledges that Nextmotion cannot be held responsible for the consequences and/or damages related, in whole or in part, to such integration.

Furthermore, in the context of providing a Connector between the Nextmotion Platform and third-party software not provided by Nextmotion, Nextmotion shall not be liable for any damage that may result from developments of which it is not the owner (which would for example be undertaken or licensed by the publisher of such third-party software).

7.4 USE OF AI INTEROPERABILITY FEATURES

7.4.1 The User acknowledges having been informed that Nextmotion offers AI Interoperability Features, as defined in Article 11.5 of the Subscription Terms subscribed by the Subscriber.

7.4.2 The use of these features by the User is governed by the provisions of Article 11.5 of the Subscription Terms, which the User acknowledges having read and accepted, and by the reference documentation available at www.nextmotion.net/fr/mcp-conformite.

7.4.3 The User undertakes in particular to:

(a) only use AI Interoperability Features with Client-Selected AI Subprocessors that meet the conditions set forth in Article 11.5.4 of the Subscription Terms;

(b) apply the principle of data minimization (Article 5.1.c GDPR) when formulating requests to third-party AI assistants, by transmitting only data strictly necessary for the operation to be performed;

(c) refrain from using these features with consumer AI subscriptions (Free, Plus, Pro individual) when the processing involves patient Personal Data;

(d) immediately report to Nextmotion any security incident, unexpected behavior, or suspicion of data leakage related to the use of these features.

7.4.4 The User acknowledges and accepts that its use of AI Interoperability Features is carried out under the responsibility of the Subscriber to whom it is attached, and under the allocation of responsibilities defined in Article 11.5.5 of the Subscription Terms.

8. OBLIGATIONS, RESPONSIBILITIES AND GUARANTEES OF NEXTMOTION

Nextmotion undertakes to administer the Platform in order to ensure the proper functioning of the Services and to ensure access thereto according to the service level commitment stipulated below.

The User acknowledges that Nextmotion cannot be held responsible for an interruption of the Services or a performance delay beyond its control and, in particular, that the provision of the Services depends on the reliability, availability and continuity of connections from a number of third parties (telecommunications network operators, public internet, Subscriber Infrastructure, etc.) as well as the accuracy and integrity of the information provided by the Subscriber.

The service level commitment shall notably not apply in the following cases:

- malfunction of the Platform caused by hardware, software or other technology of a third party not supplied by Nextmotion;
- interruptions due to maintenance work as planned by the Contract;
- suspension or termination by Nextmotion of the Subscriber's right to use the Platform in accordance with the Contract;
- force majeure and any event beyond Nextmotion's control;
- non-compliance with the Contract by the Subscriber.

No penalty shall apply in the event of non-compliance with the service level commitment and, more generally, in the event of unavailability of the Services. The provisions of the Contract relating to the obligations and liability of the Parties shall apply.

The User acknowledges that:
(i) Nextmotion's role is limited to that of a simple intermediary and technical service provider; and
(ii) Nextmotion is bound only by an obligation of means in the performance of its obligations.

The User acknowledges that Nextmotion may suspend the Services for maintenance purposes scheduled by Nextmotion or one of its subcontractors, or in the event of a technical imperative (emergency maintenance).

Nextmotion may freely modify the technical infrastructure of its Platform, provided that such modification does not have the effect of reducing the performance of the Platform and the Services or reducing the commitments undertaken by Nextmotion.

It is understood between the Parties that Nextmotion cannot under any circumstances be held liable for repairing any indirect damage suffered by Users when using the Services, such as:
(i) damage that does not result exclusively and directly from the failure of the Nextmotion Services, and in particular operating losses, loss of Patients, loss of contracts, anticipated

gains or savings, or loss of turnover;
(ii) damage to honor and reputation.

Furthermore, Nextmotion cannot be held liable for acts:
(i) carried out by the User or a third party using the Services or acting on the User's instructions;
(ii) resulting from the User's negligence or that of a third party using the Services or acting on the User's instructions; or
(iii) which are not compliant with Applicable Regulations and/or the Contract.

Nextmotion declines all responsibility in the event of a dispute, whatever the cause, between a User and a Patient, not directly attributable to Nextmotion.

In any event, in case of proven fault by Nextmotion towards the User, Nextmotion's total liability and that of its representatives towards the User, under the Contract, shall be limited, all damages and penalties combined, to an amount equal to twelve (12) months of subscription to the Service(s) giving rise to the damage, preceding the event giving rise to the damage.

The Parties shall endeavor to achieve the objectives set out in the Contract. In particular, the Party suffering from the non-performance of an obligation must take all reasonable measures to minimize the harm likely to result. Failing this, it may obtain from the other Party compensation only for the harm that it could not avoid.

Any limitation of liability set out in the Contract shall not apply where it must be set aside under applicable law, in particular in the event of: (i) death or serious bodily injury; (ii) gross negligence; or (iii) fraud.

The Parties declare that the above limitation of liability is a substantial condition of the signature of the Contract.

9. SPECIFIC TERMS FOR THE CALENDAR SERVICE

Nextmotion provides Users with an online agenda service, allowing them to configure one or more calendars and organize consultation time slots.

The User is solely responsible for their use of the Calendar Service in compliance with applicable ethical rules, and in particular the principle of non-discrimination in access to care.

The User may also create an appointment for Patients who do not directly use the Nextmotion Services by selecting a Patient via the Patient Form or by entering the Patient's identity in the appointment form.

Appointment management: The User is free to reschedule appointments made by Patients. Nextmotion declines all responsibility in the event of cancellation of the appointment by the Patient or if the Patient does not show up. Nextmotion declines all responsibility in the event of any dispute, whatever the grounds, between a User and a Patient.

Authorization management: The Administrator is responsible for defining the functions and privileges assigned to other Authorized Users. The Administrator must comply with the different accessibility levels depending on the User typology. The Administrator undertakes to: (i) revoke or suspend any authorization that is no longer required; and (ii) determine the duration of authorizations for each User. The Administrator undertakes to regularly verify authorizations and their duration.

Appointment preparation: The Patient may spontaneously send documents to the Health Actor for appointment preparation purposes. Similarly, the Health Actor may request a Patient, prior to the appointment, to send one or more documents and/or to answer certain medical or administrative questions.

With regard to documents and information requested from the Patient in preparation for an appointment, it is recalled to the Health Actor that they are bound to comply with the principle of proportionality, i.e. data minimization, and therefore must request only documents or information strictly required for the Patient's care.

The Health Actor is solely responsible for verifying the accuracy and reliability of the information provided, and this during the appointment with the Patient.

10. NOTICES SENT TO PATIENTS BY THE USER

Any User may use the functionality to send notifications (push notifications, SMS or emails) to their Patients who have a Nextmotion account, via the Platform.

Such communications shall be limited to:
(i) appointment confirmation, cancellation, or reminder notifications;
(ii) information relating to the sending of Documents;
(iii) reminder information; and
(iv) information related to the Patient's care or to the organization of the User's activity.

Nextmotion disclaims all responsibility in the event of non-receipt of a notification for technical reasons beyond its control.

The User undertakes not to:
(i) send any message contrary to the code of ethics applicable to them or applicable to the Health Actor concerned by the appointment booking;
(ii) process Personal Data other than in accordance with applicable law; and
(iii) send notifications where the recipient objects thereto.

11. SPECIFIC TERMS FOR THE NEXTMOTION CONSULT SERVICE

The Nextmotion Consult Service is provided as part of a practice computerization service and shall not be assimilated to any decision-support tool. Health Actors carry out their activity in total independence and under their own responsibility.

Nextmotion provides Users of the Nextmotion Consult Service with reference resources to facilitate the structuring and entry of diagnostic, decision-making and prescription information (dictionaries of medical concepts, prescription templates, certificate templates, etc.). Despite the care taken in the selection and updating of these resources, Nextmotion does not guarantee their relevance or quality. As such, the User remains fully responsible for the content of the Documents they produce, the diagnoses, and the therapeutic choices they make.

11.1 Authorization management

The User, beneficiary of a subscription in their name, is solely responsible for defining the roles and privileges assigned to Authorized Users, as well as access permissions to Health Data.

The User, beneficiary of a subscription in their name, must comply with the different accessibility levels of Health Data depending on Users' profiles, in particular by prohibiting access to Health Data to Users who do not have the necessary authorization.

In healthcare establishments, access to health data is deemed to be granted to all members of the care team in charge of the person concerned.

The User, beneficiary of a subscription in their name, undertakes to:
(i) revoke or suspend any authorization that is no longer required; and
(ii) determine the duration of authorizations for each User.

The User, beneficiary of a subscription in their name, undertakes, under their sole responsibility, to regularly verify authorizations and their duration.

11.2 Secure messaging

Nextmotion allows Users, beneficiaries of a subscription in their name, to use secure messaging to communicate with their Patients.

The creation and management of this secure messaging system are the sole responsibility of the User, beneficiary of a subscription in their name, and are not supported by Nextmotion.

Under no circumstances may Nextmotion be held liable for any interruption of a third-party service or for any damage that could result from the use of third-party services.

11.3 Digitized documents

Users who are Health Professionals may attach Documents to Patient Files. Any file that is not related to the Patient File is prohibited.

The User acknowledges that digitized Documents stored on the Platform have no particular evidentiary value. They are only copies of originals which must be preserved by the User.

The User is solely responsible for the Documents that they upload, store and consult. In this respect, the User:
(a) refrains from (i) any act of infringement, piracy, or any act violating third-party intellectual property rights; and (ii) hindering the proper functioning of the Platform by transmitting files containing computer viruses or equivalent; and
(b) indemnifies Nextmotion and its representatives against any actions that could be brought against them in connection with the content and quality of the Documents.

Nextmotion is not responsible for the quality and/or content of the Documents stored on its Platform, nor for the security of Document transfers made by the User.

12. INTELLECTUAL PROPERTY

Nextmotion Services and all elements composing them are, unless otherwise specified, the exclusive property of Nextmotion or its subcontractors. Nextmotion warrants that it holds: (i) the Intellectual Property rights attached to the Platform; and/or (ii) the exploitation rights allowing it to grant the license to the User below.

No provision of the Contract may be construed as an assignment of Intellectual Property rights.

12.1 Rights granted by the User

The User grants Nextmotion, free of charge and non-exclusively, the right to use, reproduce, communicate, broadcast, and modify (for layout or translation if applicable):

- all or part of the User's distinctive elements (including surnames, first names, trademarks, corporate name, trade name, signs, logos, etc.) in respect of which the User owns or holds rights;
- the User Data;
- all or part of the contents and graphic elements, images, videos or texts, including the information in the User Profile Form, provided by the User;

for the whole world, freely transferable to any third party, on any medium, for the duration of protection of the rights relating to the contents and elements listed above (copyright, trademark rights, intangible rights and any renewals, etc.), and for any type of operation and improvement of the Services (including, in particular, to promote the Services).

12.2 Rights granted by Nextmotion

Nextmotion grants to the User, for the duration of the Contract:
(i) a personal, non-exclusive, non-assignable and non-transferable right to use the Platform for the subscribed Services;
(ii) a personal right to use, reproduce and disseminate Nextmotion trademarks and/or logos within the User's establishment or on their professional documents for the sole purpose of informing Patients of the possibility of booking an appointment online with the User. Such use must comply with the instructions, guidelines and/or trademark and logo usage charter of Nextmotion. Any other use, such as using the Nextmotion trademark as part of an online

advertising system to promote the User's own services or third-party services (such as Google Adwords), is prohibited;
(iii) a personal, non-exclusive and non-transferable right to use voice services (pre-answer message and music, waiting message and music, answering machine message and music) recorded by Nextmotion and made available to the User (either directly or through their medical secretariat) to redirect Patients to the Patient Portal. Any other use is expressly excluded.

12.3 Restrictions

The User undertakes not to:
(i) attempt to access or copy the Platform source code;
(ii) use the Platform for purposes other than using the Services;
(iii) create copies of the Platform;
(iv) reproduce, correct, extract, modify, translate, reuse, arrange, adapt, decompile (except and only to the extent expressly permitted by applicable law), incorporate the Platform into any other software, or create derivative works based on the Platform, regardless of the means and medium;
(v) resell, rent, or commercially exploit the Platform, or assign/grant the Platform to a third party;
(vi) perform penetration testing or attempt to obtain a denial of service on the Services.

The User acknowledges that any breach of this article constitutes an act of infringement punishable under civil and criminal law.

The User acknowledges and agrees that the Platform is a standard SaaS solution provided "as is" to the Subscriber and the User, and is not intended to meet any specific requirement of the Subscriber or the User. Nextmotion excludes, to the extent permitted by law, any warranty of any kind.

12.4 License

All licensed third-party software integrated or not into the Platform and/or the Services shall be subject to the license terms applicable to such software.

13. PROTECTION OF PERSONAL DATA

The User is informed that, in its capacity as Data Controller, Nextmotion collects and processes the User's personal data for the proper use of its Services. This processing is based on the legal basis of performance of the contract and Nextmotion's legitimate interest.

The categories of data collected by Nextmotion are: surname, first name, telephone number, postal address, email address, profession, establishment address, and connection data relating to the User Account. The collection of this data is necessary for performance of the contract.

The data will be kept for one (1) year from the end of the commercial relationship.

Under the GDPR, the User has the right of access, rectification, erasure, restriction of processing, and portability of their data. The User also has the right to lodge a complaint with the CNIL.

Nextmotion provides the User and Subscriber, on the Site, with a Privacy Policy containing information on the processing carried out by Nextmotion.

14. CONFIDENTIALITY

Each Party undertakes to ensure strict confidentiality of the Confidential Information exchanged during the pre-contractual and post-contractual phases, as well as during the performance of the Contract.

As such, each Party undertakes to:
(i) use Confidential Information solely for the purpose of performing the Contract and only to the strict extent necessary;
(ii) take all precautionary and protective measures necessary to preserve the confidentiality of the other Party's Confidential Information and prevent access by unauthorized persons, and at a minimum provide it with the same degree of protection as it provides its own Confidential Information;
(iii) not disclose or reproduce the other Party's Confidential Information, except to its members, employees, agents or service providers: (a) who must have access to such Confidential Information to fulfill the obligations of the Party under the Contract; or (b) who are entitled to receive it under the Contract.

Furthermore, Nextmotion may disclose the terms of the Contract:
(i) to its accountants, auditors, banks and funding sources, and any other advisors of Nextmotion subject to professional secrecy; and
(ii) to advisors or experts who have signed a confidentiality agreement.

In all cases, the receiving Party guarantees compliance with this confidentiality undertaking by persons who have access to the Confidential Information, including its employees and subcontractors.

The confidentiality obligation shall remain valid for five (5) years after the expiration of the Contract, for any reason whatsoever. Notwithstanding the foregoing, each Party may disclose Confidential Information without the other Party's consent to the strict extent such disclosure is required by a competent authority or by a legal or ethical obligation.

15. SUSPENSION

15.1 Suspension with prior notice

In the event of:
(i) breach by the User of the Contract; or
(ii) improper behavior by the User, or behavior likely to harm Nextmotion or the physical or mental integrity or safety of Patients; or
(iii) violation of applicable laws and regulations,

Nextmotion shall give formal notice to the User and, where applicable, to the Subscriber, by notification sent by any means, to remedy the breaches or defaults within seven (7) calendar days following the date of notification, before automatically suspending or limiting the User's access to all or part of the Services.

If the breach(es) or default(s) attributed to the User cannot be remedied, the User shall simply be notified by Nextmotion of the implementation of the suspension within seven (7) calendar days following the date of notification.

Improper behavior means any defamatory, indecent, inappropriate, threatening, hateful, or offensive statement, whether oral or written.

Nextmotion shall send, by any means, a suspension notification including a statement of the reasons that led to the decision to suspend or limit access to all or part of the Services, at the time the suspension or limitation takes effect. Depending on the case, the statement of reasons may be provided together with the formal notice or the above-mentioned notice.

Nextmotion is not required to provide the statement of reasons referred to above where it is subject to a legal or regulatory obligation not to provide the specific facts or circumstances or reference to the applicable ground(s), or where the User has repeatedly violated the Contract.

15.2 Suspension without prior notice

In the event of serious danger — imminent or proven — for one or more Patient(s), for Nextmotion's reputation, in the event of an event or behavior that harms or is likely to harm the security, integrity or confidentiality of the Platform, User Data or Basic Patient Data, or in the event of sending unsolicited messages (spamming) through the Messaging Service or more generally using the Service for advertising purposes, Nextmotion may suspend or limit the User's access to all or part of the Services without prior notice.

Nextmotion shall send, by any means, a notification including a statement of the reasons that led to the decision to suspend or limit access to all or part of the Services, at the time the suspension or limitation takes effect.

Nextmotion is not required to provide the statement of reasons referred to above where it is subject to a legal or regulatory obligation not to provide the specific facts or circumstances or reference to the applicable ground(s), or where the User has repeatedly violated the Contract.

15.3 Consequences of suspension

During the suspension period, the User may recover the User Data, their appointment history, and, where applicable, the Basic Patient Data for which they are the Data Controller, except where such data has been collected illegally by the User.

Suspension of the User's access to all or part of the Services does not release the Subscriber from their obligation to pay the Service Costs due for this User under the

Contract. Nextmotion shall not be liable for damages resulting from suspension of the Services under this Article.

The User acknowledges and accepts that any suspension of the Subscription to the Nextmotion Consult Service entails automatic suspension of other related services.

Nextmotion shall unilaterally decide on the consequences to be given to the suspension of the Contract, including its termination.

16. TERMINATION

16.1 Termination without fault

The User acknowledges being informed that all or part of the Services may be terminated by the Subscriber or by Nextmotion, without having to justify the decision and without compensation.

In this context, the User is informed that Nextmotion must comply with a notice period of six (6) months and the Subscriber with a notice period of fifteen (15) days.

16.2 Termination for fault

In the event of fault by the User, such as use of one or more Services:
(a) contrary to the provisions of the Contract; or
(b) contrary to applicable laws and regulations; or
(c) contrary to ethics; or
(d) likely to harm Nextmotion's reputation; or
(e) likely to harm the physical or mental integrity of Patients; or
(f) in an improper manner as defined in Article 16.1 above,

Nextmotion may terminate, without compensation for the benefit of the User and by any means, all or part of the Contract or the Services, subject to thirty (30) days' notice from the date the suspension becomes effective pursuant to Article 15.

Nextmotion shall not be required to comply with the above notice period or provide reasons for termination for misconduct if:
(i) it is subject to a legal or regulatory obligation to terminate the supply of all the Services; or
(ii) it exercises a right of termination for an imperative reason provided for by national law; or
(iii) it can provide evidence that the User has repeatedly violated the Contract.

The User acknowledges and accepts that in the event of termination for fault, any month started remains due.

16.3 Consequences of termination

Any termination of the Contract by Nextmotion or the Subscriber automatically results in the end of the User's right of access to the Services.

Furthermore, the User acknowledges that:
(i) the use of the Services is only possible within the framework of a Subscription subscribed to by a Subscriber; and
(ii) in the event of termination or suspension of the Subscription, the User will no longer be able to access the Services nor their User Account.

The User acknowledges and accepts that any termination of the Subscription to the Nextmotion Consult Service entails automatic termination of access to the Subscriber Account and/or to the Services.

Outgoing reversibility: Nextmotion undertakes, at no additional cost and at the User's request submitted no later than the effective termination date of the Services concerned, to:
(i) make available to the User within fifteen (15) calendar days following their written request: (a) their appointment history; (b) all User Data held by Nextmotion on behalf of the User; and, where applicable, (c) the Basic Patient Data for which the User is the Data Controller, except where such data has been collected unlawfully or where the User has not provided proof of identity and, where applicable, of their right to practice in accordance with Applicable Regulations, allowing Nextmotion to establish that the data was collected lawfully; and
(ii) assist the User in the context of outgoing reversibility.

The data shall be made available in a standard, usable structured text format capable of ensuring durable readability.

Once Nextmotion has made the data available, the User may retrieve, by their own means, up to two (2) months after the effective termination of the Service concerned, the data mentioned above for which they are the Data Controller.

The User acknowledges having all rights and/or authorizations necessary to retrieve such data and Documents.

After this period:

- all data and Documents are deemed to have been fully retrieved by the User;
- access to User Data is no longer permitted;
- Nextmotion undertakes to delete or anonymize all User Data, appointment history and Basic Patient Data for which the User is the Data Controller, while remaining authorized to retain a copy of Confidential Information for purposes required by applicable law.

Nextmotion reminds the User of their legal obligation to archive Patient Master Data in accordance with the French Public Health Code. Nextmotion does not provide archiving services, which remain under the sole responsibility of each User.

17. FORCE MAJEURE

Expressly, the Parties consider as force majeure events those meeting the criteria recognized by the case law of French courts and tribunals, the constituent elements of which are characterized within the meaning of Article 1218 of the French Civil Code and the case law of the French Court of Cassation.

In the event of such an occurrence, the affected Party shall immediately inform the other Party in writing.

Force majeure suspends the obligations of the affected Party for the duration of the force majeure event. Nevertheless, the Parties shall endeavor, as far as possible, to minimize its consequences.

If a force majeure event prevents one of the Parties from performing its contractual obligations under the Contract for more than thirty (30) consecutive days, either Party may terminate the Contract by sending a registered letter with acknowledgement of receipt.

The Parties shall then no longer be required to perform their obligations, except in particular those arising from the articles “Intellectual Property”, “Confidentiality”, “Protection of Personal Data” and “Liability” herein, without any compensation or penalty of any kind being due by either Party.

18. MISCELLANEOUS

18.1 Waiver

The fact that either Party does not enforce one or more provisions of the Contract shall in no way constitute a waiver by that Party of its right to enforce such provision(s) later.

18.2 Partial invalidity

If certain provisions of the Contract are inapplicable for any reason whatsoever, including due to an Applicable Law or Regulation, Nextmotion and the User shall remain bound by the other provisions of the Contract and shall endeavor to remedy the inapplicable clauses in the same spirit as that which presided over the conclusion of the Contract.

18.3 Evidence agreement

The Parties expressly agree that any document signed electronically under the Contract:
(i) constitutes the original of such document;
(ii) has the same evidentiary value as a handwritten signature on paper and may be validly relied upon against the Parties; and
(iii) may be produced in court as documentary evidence in the event of a dispute.

Accordingly, the Parties acknowledge that any electronically signed document constitutes proof of the content of such document, of the identity of the signatory, and of the signatory’s consent to the obligations and factual and legal consequences arising therefrom.

Termination or expiration of the Contract shall not call into question the evidentiary value of documents electronically signed prior to the date of such termination/expiration.

18.4 Means of proof

In order to establish damage (proven or alleged) to Nextmotion's reputation or to the physical or mental integrity of Patients, Nextmotion may rely on messages sent by Patients to Nextmotion, which will have been anonymized beforehand to ensure the confidentiality of their exchanges, provided that the content of the messages does not allow them to be identified.

18.5 Feedback and improvement of the Services

If a User provides comments or suggestions to Nextmotion regarding the functionality or performance of the Services (including identification of errors or improvements), the User undertakes to grant to Nextmotion, without restriction or payment, all right, title and interest therein.

Furthermore, Nextmotion reserves the right to collect anonymous data for the purpose of improving its Services.

18.6 Rights and permissions

Each Party declares that it has the rights and permissions necessary to enter into the Contract and to fulfill the obligations set forth therein.

18.7 Independence

It is expressly acknowledged between the Parties that each of them acts as an independent contractor, and neither Party shall be deemed to be the employee, agent, distributor, principal, or representative of the other Party.

18.8 Professional activities

The User acknowledges:
(i) that they act within the framework of their professional activity carried out on French territory; and
(ii) that the contractual relations governed by the Contract are governed by the French Commercial Code.

As a result, the User acknowledges that they are neither a consumer nor a non-professional and therefore cannot benefit from the provisions of the French Consumer Code.

18.9 Amendment

Nextmotion reserves the right to modify these Terms of Use at any time, in particular to take into account an evolution of the Services or legal and/or regulatory changes, subject to a prior notice period of fifteen (15) days from the notification of change.

The Parties agree that this prior notice period shall not apply where Nextmotion:
(i) must comply with a legal or regulatory obligation requiring it to modify the Contract in a way that does not allow it to comply with the notice period; or
(ii) must exceptionally modify the Contract to address an unforeseen and imminent hazard,

in particular related to fraud, malicious software, spam, a data breach, or any other cybersecurity risk.

All Users are informed that the only authentic version of these Terms of Use is the version available online in their account, which the User acknowledges and accepts without restriction. The User is required to refer to the online version of these Terms of Use on the date of access and each use of the Services.

In the event of changes linked to legal or regulatory developments creating new obligations for Nextmotion not mentioned in the Contract, Nextmotion may integrate new modules into its Services and offer the User a new subscription for such modules.

18.10 Technical support, complaints management and assistance

Nextmotion provides the User, within the User Account, with a help center (“contact us” section) allowing access to the Nextmotion FAQ as well as various means of communication, including a chatbot, a contact form, or an option to be called back.

18.11 Satisfaction surveys

Nextmotion reserves the right to send Users, from time to time, satisfaction surveys by email intended to evaluate the quality of Nextmotion’s Services. The User is under no obligation to respond.

18.12 Anti-fraud and anti-corruption

Nextmotion is committed to a process of preventing and combating fraud and corruption and requires that any person or company in relation with Nextmotion adhere to the same principles and comply with French legal and regulatory provisions (in particular the Sapin II Law) and European standards, as well as internationally recognized principles relating to the fight against corruption and influence peddling.

Consequently, each User undertakes to:
(i) not engage in fraud or corruption, in any form whatsoever, in the context of their relationship with Nextmotion;
(ii) take all reasonable steps to ensure that its directors, employees, subcontractors, officers, and other third parties under its control comply with this obligation; and
(iii) inform Nextmotion without delay of any conflict of interest or event that comes to its attention and that could result in obtaining an undue advantage in the context of its relationship with Nextmotion.

Any breach of the obligations defined in this article shall be considered a material breach authorizing Nextmotion to terminate the Services without notice or compensation, without prejudice to any damages Nextmotion may claim as a result of such breach.

18.13 Beta version

Nextmotion may offer the User the possibility to try beta versions of certain Services. Such beta services are provided for evaluation purposes only.

The User acknowledges that these beta services may contain bugs, errors, and other issues and accepts them “as is”, without any warranty.

Nextmotion:
(i) is not responsible for issues related to the User’s use of the beta services;
(ii) may discontinue the beta services with seven (7) business days’ notice; and
(iii) may delete any data contained in such beta versions without any liability.

18.14 Trial

Access to the Services in trial mode is subject to the User’s prior acceptance of these Terms of Use.

Trial services are also provided “as is”, without support or any express or implied warranty of any kind.

The tester undertakes to regularly back up Subscriber and User data provided to Nextmotion for testing purposes.

18.15 Interpretation

Words in the singular include the plural and vice versa. Any reference to a document, standard, legislative provision, code, or any other document includes any amendment or update thereof. Any reference to an amount of money refers to the euro currency.

18.16 Recommended minimum configuration

The User must:
(i) have an Internet connection with a speed suitable for optimal access to the Services;
(ii) ensure, before using the Services, that its information system is updated with the latest versions of its operating system and software, or failing that, that it has an operating system allowing the Platform to function properly; and
(iii) have a security system for the operating system and the web browser.

18.17 Survival

Upon termination of the Contract, the following provisions shall remain in force between the Parties: price — billing — terms of payment — intellectual property — consequences of termination — confidentiality — limitation of liability — applicable law.

19. AMICABLE SETTLEMENT – APPLICABLE LAW AND JURISDICTION

These Terms of Use are governed by French law.

Before any legal action, Nextmotion and the User shall seek, in good faith, to settle amicably any dispute between them relating to the validity, interpretation, performance or non-performance, interruption, termination, or denunciation of these Terms of Use, for any reason and on any grounds whatsoever, by notifying each other in writing by registered letter with acknowledgement of receipt, setting out the difficulty(ies) encountered and the resulting requests.

Nextmotion and the User shall exchange their views and carry out all useful findings to enable them to find a solution to the dispute.

Nextmotion and the User shall endeavor to reach an amicable agreement within sixty (60) days from the notification by one of them of the need for such amicable settlement.

Except to preserve their right of action or to avoid imminent harm, no legal action shall be admissible until the above amicable settlement procedure has come to an end.

If, at the end of the sixty (60) day period mentioned above, no amicable agreement is reached, the Parties may initiate a mediation attempt. As this procedure is voluntary, it is understood that either Party may end it at any time.

If mediation is initiated, Nextmotion and the User undertake to participate in good faith and to share the total cost of mediation. Nextmotion shall bear a reasonable share of such total cost, taking into account the merits of the arguments and the conduct of the User, provided that Nextmotion's share shall not exceed one half of the costs.

The mediators selected by Nextmotion are:

- Mediator of the companies: https://www.economie.gouv.fr/mediateur-des-entre taken .
- CEDR: www.cedr.com/p2bmediation.

Any dispute relating to the validity, application or interpretation of the Contract shall be submitted, failing amicable agreement between Nextmotion and the User, to the competent courts within the jurisdiction of the Paris Court of Appeal, which Nextmotion and the User expressly designate as having territorial jurisdiction, regardless of the place of performance or the defendant's domicile. This attribution of jurisdiction shall also apply in summary proceedings, in the event of multiple defendants, or in the event of a third-party claim for warranty.

PERSONAL DATA PROTECTION APPENDIX

1. OBJECT

The purpose of this Appendix is to define the conditions under which Nextmotion undertakes to carry out the processing operations of the Personal Data provided by the Subscriber and by the User for execution services.

In the context of their contractual relations, the Parties undertake to comply with the legal and regulatory provisions applicable to the protection of personal data, including the provisions of Law No. 78-17 of 6 January 1978 relating to data processing, files and freedoms, as amended (hereinafter the “Data Protection Act”) and Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 applicable from May 25, 2018 (hereinafter the “GDPR”).

2. DEFINITIONS

All the terms below beginning with a capital letter shall have the following meaning:

“Subscriber” means indifferently: (i) any natural person Healthcare Actor practicing on a self-employed basis, (ii) any legal entity under private law bringing together Healthcare Actors for the exercise of their profession, and (iii) any legal person under public law bringing together Healthcare Actors for the exercise of their profession, having subscribed to the Services by signing the Subscription Terms and paying for the subscription.

“Subscription” means the subscription to the Services by means of the Electronic Signature of a CONTRACT with Nextmotion.

“Healthcare Actor” means the professionals participating directly or indirectly in the healthcare or medico-social care of a Patient and practicing as self-employed or employee, individually and/or collectively, who are eligible to use the Services.

“Administrator” means a person designated by the Subscriber whose duties include, in particular, managing the creation/deletion of and access to User Accounts within the same organization. The Administrator remains under the full and entire responsibility of the Subscriber.

“CONTRACT” means (i) the Terms of Use and (ii) the Personal Data Protection Annex.

“User Account” means the personal account attached to a User allowing access to the features of the Services subscribed by the Subscriber and the associated rights.

“Personal Data” or **“Data”** means any information relating to an identified or identifiable natural person as defined by Article 4(1) of the GDPR.

“Health Data” means “data concerning health” as defined by Article 4(15) of the GDPR.

“Nextmotion” designates the simplified joint-stock company NEXTMOTION, with a share capital of 5,540 euros, having its registered office at 8 avenue Dorian, 75012 Paris, France, registered under number 817 441 132 with the Trade and Companies Register (RCS) of Créteil.

“Patient” means any natural person with or without an account on Nextmotion who has been or will be subject to a medical consultation with a Healthcare Actor and who is taken in charge by the latter.

“Parties” means jointly Nextmotion and the User.

“Platform” means (a) any SaaS desktop software accessible on the Site and/or (b) any desktop or mobile application accessible via the various “app stores” on the market allowing the Subscriber to (i) create a dedicated space on the Platform and (ii) use the Services made available by Nextmotion to Subscribers.

“Applicable Regulations” means all laws, regulations, guidelines, decrees, orders, standards, recommendations from France or the European Union, or codes, good practices, guidelines, uses or recommendations of professionals in the relevant sector, applicable in the context of the performance of the Contract, including in particular the Data Protection Act of 6 January 1978, the GDPR, the Consumer Code, the Labour Code, the Civil Code, and any standard or court decision or administrative authority decision adopted for their implementation.

“Data Controller” means the natural or legal person who determines the purposes and means of the processing.

“GDPR” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 relating to the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, repealing Directive 95/46/EC.

“Service(s)” refers to the Service(s) made available for the needs of professional activities on the Site. The Services include notably the Nextmotion Consult Service, the Nextmotion Capture Service, the Billing Service, the Marketing Service, the Calendar Service, etc., and/or any other Additional Service subscribed by the Subscriber on the Platform, as well as hosting of Health Data collected or produced during prevention, diagnostic or care activities by means of the interfaces and modules available on the Platform.

“Nextmotion Capture Service” means an application allowing the capture of standardized and edited photographs and videos to compare photographs from any angle using image “comparison” technology.

“Subcontractor” means the natural or legal person who processes the data on behalf of and on the instructions of the Data Controller.

“Electronic Signature” designates a reliable identification method, in particular the act of clicking on a digital acceptance button attached to or logically associated with an electronic document, allowing a Subscriber and/or User to consent to the content of the electronic document concerned.

“User” means any natural person who (i) has access to the Platform and accesses the Services offered by Nextmotion through the Site, and/or (ii) any Site visitor.

3. ENTRY INTO FORCE AND DURATION

This Annex shall enter into force upon signature of the Contract to which it is attached and shall remain in force during the entire duration of the contractual relationship between Nextmotion and the Subscriber/User.

4. SCOPE OF APPLICATION

This Annex applies:

- to personal data collected and/or provided by Users, Patients and Subscribers.

5. STATUS OF THE PARTIES

5.1 The Data Controller

The Parties agree that the User/Subscriber is the Data Controller and that Nextmotion is the Subcontractor with respect to the processing of Personal Data, including Health Data, whether provided directly or indirectly to Nextmotion by the User/Subscriber or by an Administrator granted access to the Services by the User/Subscriber.

Nextmotion is authorized to process, on behalf of the Data Controller, the Personal Data and Health Data required for the provision of the Services, for the purposes and in strict compliance with the conditions set out below.

It is specified that Nextmotion’s undertaking is limited to the installation, provision of the Services and hosting of the Platform. At the express request of the User/Subscriber and

under its control and responsibility, Nextmotion may nevertheless assist in importing Patient database data into the Platform.

As soon as the Data Controller provides third-party Personal Data, including Health Data, into the Platform (such as data relating to colleagues), it undertakes to comply with the legal requirements relating to information and/or consent of such third parties.

5.2 Obligations of the User/Subscriber

The User and/or the Subscriber, as Data Controller, is solely responsible for maintaining its processing register and, where applicable, completing any prior formalities with the CNIL regarding the implementation of processing of Personal Data, including Health Data.

It is also the User/Subscriber's responsibility to inform Patients about the integration of their Personal Data and Health Data into the Platform as well as the conditions for exercising their rights, by providing them with an information notice/form.

As Data Controller, the User and/or the Subscriber is solely responsible for the accuracy, reliability and relevance of Personal Data and Health Data. In particular, it is responsible for the use of the Platform and the Documents it uploads, stores, consults and retrieves from storage. It is up to it to make all necessary declarations.

The User and/or Subscriber undertakes to indemnify Nextmotion, its representatives, employees and subcontractors and to hold them harmless from any claims, liabilities, damages and costs (including legal costs, fees and expenses) incurred by Nextmotion, its representatives, employees and subcontractors as a result of any failure to comply with this obligation.

The User and/or Subscriber ensures implementation of the following measures:

- Document in writing any instructions regarding the Processing(s) of Personal Data, including Health Data, carried out by Nextmotion;
- Respect and ensure compliance with medical secrecy;
- Implement an authorization policy, access rights management, roles and privileges, ensuring the confidentiality of Personal Data and Health Data, in accordance with the Patients' wishes;
- Provide Nextmotion with the data necessary for subcontracting, including the list of Personal Data and Health Data to be processed, the legal basis for processing, the purposes of processing and the retention period for Personal Data and Health Data;
- Monitor, prior to and throughout the duration of the Processing, Nextmotion's compliance with the obligations set out in the GDPR;
- Oversee the processing carried out by Nextmotion as Subcontractor;
- Appoint a privileged contact responsible for representing the Data Controller and, where applicable, a Data Protection Officer in accordance with the GDPR;
- Ensure, prior to and throughout the duration of the Processing, compliance with the obligations provided by the GDPR;
- Ensure, prior to and throughout the duration of the Processing, compliance with legal and regulatory obligations relating to the protection of Health Data.

5.3 Obligations of Nextmotion

5.3.1 Nextmotion undertakes to:

- Process Personal Data and Health Data according to the purposes and framework defined herein and comply with applicable technical standards and best practices relating to Personal Data and Health Data;
- Act only on the prior instructions of the Data Controller. In case of impossibility or difficulty in carrying out certain instructions, Nextmotion shall inform the Data Controller as soon as possible. Nextmotion may submit a written request for exemption from instructions. Nextmotion shall obtain the Data Controller's prior and specific written authorization to implement such exemption;
- Not make copies of Personal Data and Health Data without authorization or instructions from the Data Controller, not communicate them to third parties, and not use them for purposes other than those specified by the Data Controller;
- Not exploit or process, for its own account and/or on behalf of third parties, for any purpose whatsoever and in any way whatsoever, the Personal Data and Health Data entrusted to it by the Data Controller. In particular, Nextmotion shall not use such Health Data for marketing, advertising, commercial or statistical purposes;
- Use all means at its disposal, in accordance with the contractual stipulations and best practices, to ensure the security and confidentiality of the Personal Data and Health Data entrusted to it, and in particular to prevent them from being altered, damaged, or communicated to unauthorized third parties, and more generally implement appropriate technical and organizational measures to protect Personal Data and Health Data against accidental or unlawful destruction, accidental loss, alteration, unauthorized disclosure or access, in particular where processing involves transmission over a network, as well as against any unlawful form of processing;
- Notify the Data Controller as soon as possible of any Personal Data breach affecting Personal Data, Health Data or the related processing;
- Perform regular backups of Personal Data and Health Data;
- Maintain the resources required for the proper functioning of the Services;
- Ensure the confidentiality of the processed Personal Data and Health Data;
- Take into account any updates, corrections, deletions or other changes communicated by the Data Controller regarding Personal Data and Health Data;
- Comply with the retention periods applicable to Personal Data and Health Data for the purposes for which they were collected or provided and delete/anonymize them as soon as those purposes no longer exist, subject to legal obligations;
- Appoint a Data Protection Officer.

5.3.2 In addition, Nextmotion undertakes to ensure that persons authorized to process Personal Data and Health Data under this Annex:

- Undertake to respect confidentiality or are subject to an appropriate legal obligation of confidentiality;
- Receive the necessary training in personal data and health data protection.

Nextmotion shall implement all necessary means to assist the Data Controller in conducting data protection impact assessments relating to Personal Data and Health Data, as well as for any prior consultation with the supervisory authority.

Nextmotion shall make available to the Data Controller all information necessary regarding the processing of Personal Data and Health Data to assist it in fulfilling its legal and regulatory obligations as Data Controller.

5.4 CLIENT-SELECTED AI SUBPROCESSORS

5.4.1 The Parties acknowledge that certain functionalities of the Platform, referred to as "AI Interoperability Features" and defined in Article 11.5 of the Subscription Terms, allow the Subscriber to connect, through its own subscriptions and configurations, third-party artificial intelligence services and orchestration platforms to the data of its Nextmotion account.

5.4.2 These third-party services, referred to as "Client-Selected AI Subprocessors", are chosen, configured, and contractually engaged by the Subscriber in its capacity as Data Controller, independently of Nextmotion.

5.4.3 Consequently, the Parties qualify these Client-Selected AI Subprocessors as direct subprocessors of the Subscriber for the processing they perform, and not as ulterior subprocessors of Nextmotion within the meaning of Article 28.2 GDPR. This qualification reflects the operational reality that Nextmotion:

(a) does not select these subprocessors;
(b) does not contract with them on behalf of the Subscriber;
(c) does not control the configuration of their security parameters;
(d) does not inspect or retain the data transmitted to them.

5.4.4 The Subscriber consequently assumes, in its capacity as Data Controller, the full range of obligations incumbent upon it with respect to Client-Selected AI Subprocessors, including in particular the conclusion of a DPA, the documentation of transfers in its register of processing activities, and the information of data subjects.

5.4.5 Nextmotion undertakes to maintain, in the reference documentation available at www.nextmotion.net/fr/mcp-conformite, an updated description of the AI Interoperability Features, the data flows involved, and the recommended Compliant Configuration.

5.4.6 The transfers of Personal Data occurring in the context of the use of AI Interoperability Features are distinct from transfers carried out by Nextmotion to its own subprocessors (listed in Article 16 of this Annex). The list of Nextmotion's own subprocessors does not include Client-Selected AI Subprocessors.

5. DATA CATEGORIES OF PERSONAL DATA COLLECTED

5.1 Healthcare Actors

The Data collected by Healthcare Actors via the Platform includes notably:

- data relating to Patients' health: existence of allergies or autoimmune diseases, current medical treatments, medical history, treatment plan and Patient care by the Healthcare Actor, videos and photographs taken before and after aesthetic or medical procedures performed using the Nextmotion machine, etc.;
- data relating to the identity of their Assistants;
- messages and chats exchanged between Healthcare Actors and their Patients.

The Data that Patients choose to communicate to Healthcare Actors aims to allow the benefit and use of the Services by Users, including notably:

- the provision of care proposed to the Patient by the User;
- management of the Patient file by the Healthcare Actor (appointment follow-up, history of the relationship between the Healthcare Actor and Patients, etc.);
- exchange of messages/chats between the User and Patients;
- transmission or sharing of content and information of any nature between Users (treatment plan, etc.);
- production and development of studies, analyses, reports and statistics;
- commercial purposes, in order to improve the quality of health products and services;
- statistical analysis, clinical research, demographic analysis, improvement of health products, or other activities related to the health industry;
- compliance with legal and regulatory obligations incumbent upon the Healthcare Actor (drafting of forms to collect Patient consent, retention of medical records for the period prescribed by law, etc.).

The processing of Data is necessary for the performance of the contract binding the Patient to the healthcare provider and for compliance with legal obligations. It is carried out under the strict and sole responsibility of the Healthcare Actor, Nextmotion acting for this data only as a mere subcontractor.

5.2 Data anonymization

The Data Controller and Nextmotion, on the Data Controller's instructions, may anonymize the Personal Data and Health Data so that they are no longer personal data as defined by the GDPR. After anonymization, Patients can no longer be identified irreversibly, and the data will no longer be traceable back to them.

Such anonymized data may be used for statistical analysis, clinical research, demographic analysis, health product improvement or other health industry-related activities, for commercial purposes, in order to improve the quality of health products and services.

We may export and process anonymized data on an ongoing basis in any country where we or one of our service providers or commercial partners operate. We may also combine or aggregate such data with other third-party data that we collect.

5.3 Nextmotion Capture Service

Within the framework of the Data collected by Healthcare Actors, photographs and “before/after” videos of Patients are also collected and used as part of the Patient follow-up file, hereinafter referred to as “Pictures”.

These Pictures may demonstrate the reality of a procedure performed, the interest for a Patient to benefit from certain procedures, or the interest for a Healthcare Actor to use the Services.

Accordingly, subject to the Patient’s explicit consent (express on our dedicated forms or by ticking the boxes or selecting the radio buttons provided for that purpose), the Patient may decide to authorize:

- the Healthcare Actor to use the Pictures to present to future Patients the type of procedure offered and to demonstrate the potential consequences of such procedure;
- Nextmotion to use the Patient’s before/after Pictures to present to future Subscribers the interest of the Service offered.

He will be able to withdraw this consent at any time.

9. RECORD OF PROCESSING ACTIVITIES

Nextmotion declares that it maintains a written record of all categories of processing activities carried out on behalf of the Data Controller, in accordance with the provisions of the GDPR.

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10. MANAGEMENT OF DATA SUBJECT RIGHTS

It is the responsibility of Healthcare Professionals / Users / Subscribers to inform Data Subjects (i) of the processing carried out within the scope of the Services and to obtain their consent where required under applicable law, and (ii) of the legal bases, purposes of processing, and the list of subcontractors likely to process their Personal Data.

The Data Controller is solely responsible for responding to requests from Data Subjects regarding the exercise of their rights in relation to their Personal Data.

Where possible, Nextmotion, acting as a Processor and upon request of the Data Controller, may assist the Data Controller in fulfilling its obligations to respond to Data Subject rights requests, including: the right of access, rectification, erasure, objection, restriction of processing, data portability, the right not to be subject to automated individual decision-making (including profiling), and the right to determine the fate of Personal Data after death.

If a Data Subject contacts Nextmotion directly to exercise any of their rights relating to Personal Data processed by Nextmotion as a Processor, Nextmotion undertakes to refer the Data Subject to the Data Controller so that the latter may respond to the request.

At the request of the Data Controller, Nextmotion may assist in the handling of such requests but shall not respond directly to Data Subjects.

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11. SECURITY AND CONFIDENTIALITY

11.1 Security Measures

With respect to the Services, Nextmotion implements appropriate technical and organizational security measures in accordance with applicable legal and regulatory data protection requirements, aimed at ensuring a level of security appropriate to the risks presented by the processing of Personal Data, in accordance with Article 32 of the GDPR.

These obligations do not relieve the User / Subscriber from implementing all necessary security measures to ensure the confidentiality of Documents, Subscriber Data, Patient Base Data, User Data, Personal Data, and Health Data hosted on the Nextmotion Platform.

In the event of a technical modification to these measures, Nextmotion undertakes to maintain an equivalent level of security, unless such modification is required by a legal or regulatory obligation.

The Parties agree that the Contract, of which this Appendix forms an integral part, may be subject to inspection by the CNIL or any competent supervisory authority.

11.2 Professional Secrecy

Nextmotion acknowledges that Personal Data and Health Data processed within the scope of the Services are strictly covered by professional secrecy, pursuant to Article 226-13 of the French Penal Code.

11.3 Data Ownership

The Data Controller remains the sole owner of Subscriber and User Data published on the Patient Portal, User Profile pages, and the Platform. Nextmotion claims no ownership rights over such data. Aggregated and anonymized usage statistics relating to the Patient Portal remain the property of Nextmotion.

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12. NEXTMOTION STAFF

Nextmotion assigns sufficiently qualified and trained personnel with the technical and functional skills required to provide the Services. Personnel authorized to process Personal Data and/or Health Data are trained in applicable data protection regulations.

13. HDS CERTIFICATION

13.1 Hosting of Health Data

In accordance with Article L.1111-8 of the French Public Health Code and Decree No. 2018-137 of February 26, 2018, Health Data is hosted by Amazon Web Services EMEA SARL (AWS), located at 38 avenue John F. Kennedy, L-1855 Luxembourg, which holds Health Data Hosting (HDS) certification.

AWS holds HDS certifications under the version 1.1 framework, covering in particular the datacenters located in Frankfurt (Germany) and Paris (France) used for the hosting of Nextmotion's Health Data. AWS has publicly announced its transition to the HDS version 2.0 framework; the up-to-date status of AWS certifications can be consulted on the official registry maintained by the Agence du Numérique en Santé (ANS), available at esante.gouv.fr.

13.2 AWS Obligations

As a certified Health Data Host, AWS:
- Processes Health Data only on documented instructions from Nextmotion;
- Provides functionalities ensuring data portability, data restitution, and deletion at contract termination;
- Notifies Nextmotion of any security incidents without delay;
- Ensures subcontractors provide equivalent protection;
- Allows audits and provides certification audit reports;
- Complies with all applicable Health Data hosting regulations.

13.3 Nextmotion Certification

Nextmotion holds HDS certification as "hosting provider" covering outsourced IT services involving Health Data, in accordance with the HDS Referential. The up-to-date status of Nextmotion's certification (including scope of activities and version of the HDS Referential) can be consulted on the official registry maintained by the Agence du Numérique en Santé at esante.gouv.fr.

Nextmotion is actively engaged in the transition to the HDS version 2.0 framework, introduced by the ANS in 2024, in accordance with the transition timeline applicable to all certified hosting providers.

13.4 End of Contract

Upon termination of the Contract or withdrawal of HDS certification, the Subscriber and User may retrieve Health Data under the conditions set forth in this Appendix.

13.5 PGSSI-S Compliance

The Data Controller undertakes to comply with the General Health Information System Security Policy (PGSSI-S).

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14. AUDIT

14.1 Audit Rights

The Data Controller may conduct security audits at its own expense, limited to one (1) audit per year and five (5) business days. Time spent by Nextmotion staff shall be billed to the Data Controller.

14.2 Audit Scope

Audits shall be limited to verifying GDPR compliance processes and shall not involve access to Personal Data, financial data, employee data, or any information that could compromise platform security. Penetration testing is strictly prohibited without prior written consent.

14.3 Audit Procedure

An audit agreement specifying scope, schedule, methodology, and tools must be submitted at least thirty (30) days in advance and approved by Nextmotion prior to execution.

14.4 Confidentiality

Audit information is confidential and may only be disclosed to authorized persons. External auditors require prior written consent from Nextmotion and must not be competitors.

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15. DATA RECOVERY

Upon termination of the Contract, the Subscriber and User may retrieve Patient Base Data and appointment history, except where data was unlawfully collected. Data shall be provided in an interoperable format upon request sent to **contact@nextmotion.net**.

Nextmotion shall make available a copy of such data throughout the Contract and recovery period. Upon formal request, Nextmotion shall delete all Personal Data, subject to legal retention obligations.

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16. TRANSFER OF PERSONAL DATA

Personal Data may be transferred to Nextmotion group entities, subcontractors, or service providers offering adequate data protection safeguards in accordance with applicable law.

Transfers to third countries shall be subject to appropriate safeguards, including Standard Contractual Clauses where required.

Nextmotion undertakes to host Personal Data within the European Union and to comply with all legal obligations regarding such transfers.

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17. CONTACT

For questions regarding the processing of Personal Data and Health Data, the User or Subscriber may contact Nextmotion's Data Protection Officer at:

Nextmotion SAS
8 avenue Dorian, 75012 Paris, France
contact@nextmotion.net

The lead supervisory authority for the Nextmotion Group is the CNIL (www.cnil.fr).

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18. APPLICABLE LAW

This Appendix is governed by and interpreted in accordance with the law applicable to the Data Controller.

This Appendix constitutes the entire agreement between the Parties regarding Personal Data protection and supersedes any prior agreement on the same subject matter.