

General License Agreement

Whereas GoldenGait Ltd. (hereinafter: “**GaitBetter**”) has developed and holds the rights to “GaitBetter” and “GaitActive” devices for rehabilitating walking, improving mobility, and reducing the risk of falls - both the hardware and software components - set forth in **Appendix A** to this Agreement (hereinafter: the “**Hardware**” and “**Software,**” and jointly, the “**Devices**”); and

Whereas GaitBetter would like to grant a limited use license in the Devices to you, the customer (the “**Customer**”) as set forth in this Agreement (hereinafter: the “**License**”), and the Customer would like to receive the Devices for use under the terms of the License, all subject to the terms and provisions of this Agreement;

WHEREAS, this Agreement constitutes a binding contract between the Customer and GaitBetter, and shall govern the terms and conditions of the License.

Therefore, it is stipulated, declared and agreed between the parties as follows:

1. Preamble, interpretation, and appendices

1.1 Defined terms

1.1.1 “**DPA**” shall mean the Data Protection Addendum between the parties, in the form attached to this Agreement as **Appendix B**, which will apply to the parties as set forth in Section 2.

1.1.2 “**Instructions**” shall mean any guidelines, instructions for use, safety instructions, study and training materials, and any other information provided by GaitBetter (and/or anyone on its behalf) to the Customer in connection with the Devices.

1.1.3 “**Intellectual Property Rights**” - Whether or not registrable, including the rights to any invention, patent or patent application, copyright, model, trademark, work method, or know-how.

1.1.4 “**Patient**” shall mean a customer / patient of the customer using the Devices in accordance with the purpose of use.

1.1.5 “**Therapist**” shall mean a physiotherapist, assistant physiotherapist, and any other employee of the Customer who is authorized to monitor Patients’ use of the Devices in accordance with the guidelines of GaitBetter and/or the guidelines in the Medical Devices Register.

1.1.6 “**Purpose of Use**” shall mean the Patients’ use of Devices for the purpose of rehabilitating walking, improving mobility, and decreasing the risk of fall, in the framework of the Services provided to the Patients by the Customer.

1.1.7 “**User**” shall mean a Patient or Therapist.

1.2 The preamble and appendices to this Agreement constitute an integral part hereof and are binding like its other conditions.

1.3 Titles of the sections are used for the convenience of orientation only, and will not be used for the interpretation of the Agreement.

1.4 In any case of a conflict between the provisions of this Agreement and the provisions of any appendix of the Agreement, the provisions of the Agreement will prevail.

2. DPA

The DPA is an integral part of this Agreement and will bind the parties as long as this Agreement remains in force and even after its expiration, in accordance with the terms of the DPA.

3. Intellectual Property Rights; the License

3.1 It is hereby stipulated and expressed that the exclusive ownership of all of the rights, including the Intellectual Property Rights, in connection with the Devices generally and the Software specifically, and all of the technology, information and knowledge related to the same, belongs to GaitBetter.

3.2 This Agreement shall not grant to the Customer or create for the Customer any rights other than the same limited rights granted expressly in this Agreement, or grant any rights to future products of GaitBetter.

3.3 Subject to the terms of this Agreement and the terms of any SOW applicable between the parties, and for the fulfillment of the Customer's undertakings under this Agreement, GaitBetter hereby grants the Customer a limited, non-exclusive, revocable, non-transferable License, without the right to grant sub-licenses, valid during this Agreement and any SOW hereunder, to use the Software for the Purpose of Use only.

3.4 The Customer will not sell, transfer, or assign any rights to Devices to any third party, and will not make any use thereof other than for the Purpose of Use, without the prior written consent of GaitBetter.

4. Use of the Devices

4.1 The Customer will ensure that before any Patient's use of the Devices, the Therapist will guide the Patient and provide him with detailed guidelines according to the Instructions.

4.2 Without detracting from the Instructions, the Customer will ensure that the Patient's use of the Devices will always be under the supervision of a Therapist, and that the Therapist will be present whenever a Patient is using the Devices.

5. Access rights; limitations

5.1 The Customer will take appropriate measures (including reasonable security measures) to prevent unauthorized use of the Devices, and will notify GaitBetter immediately as soon as it becomes aware of unauthorized use.

5.2 The Customer will act in accordance with the limitations and authorizations set forth in this Agreement and the Instructions.

5.3 The Customer hereby undertakes that it will not, nor will it permit any of its employees, representatives, or any third party:

5.3.1 Make use of Devices or allow Patients to use them for a purpose that is not the Purpose of Use or not in accordance with the Instructions;

5.3.2 Make use of Devices or allow Patients to use them in a dangerous manner, without the supervision of a Therapist, or in a manner that deviates from the duty of care;

- 5.3.3 Provide any Patient or third party with any representation in connection with the Devices, other than the representations expressly provided by GaitBetter in writing;
- 5.3.4 Modify, disassemble, decompile or reverse engineer, the Hardware or Software, or use the Devices or any component thereof for product development;
- 5.3.5 Offer or sell Devices (either Hardware or Software), or any data generated through the Devices, or sublicense them;
- 5.3.6 Attach or connect to the Devices a product, service, tool, or device of any third party, other than equipment permitted to be connected in accordance with the Instructions, without the prior written consent of GaitBetter;
- 5.3.7 Transfer the Devices or provide access to them to any third party (other than Patients);
- 5.3.8 Block or interfere with the proper operation of the Hardware or Software or the servers or networks connected to them, or modify or hack the Software or the servers or networks to which it connects, or block any automated process of downloading or installing Software updates or upgrades;
- 5.3.9 Attempt to circumvent any technological protection measures which are intended to restrict access to any part of the Hardware or Software;
- 5.3.10 Create a database by systematically downloading and storing any content from the Devices; or
- 5.3.11 Use the Devices in a manner that violates the terms of this Agreement, or the rights of any Patient or any third party.

6. Declarations and undertakings

6.1 GaitBetter representations and undertakings

GaitBetter hereby declares, confirms and undertakes as follows:

- 6.1.1 That it has the full authority and rights to undertake in this Agreement and carry out its undertakings hereunder, and all of the rights to the Hardware and Software required in order to provide the Customer with the License under this Agreement;
- 6.1.2 GaitBetter holds all required Medical Device certificates in connection with the Devices; and
- 6.1.3 It will act in accordance with the provisions of the DPA and all of the applicable provisions of the law, including privacy and information protection.

6.2 The Customer's declarations and undertakings

The Customer hereby declares, confirms, and undertakes as follows:

- 6.2.1 That it has the full authority and rights to undertake in this Agreement and carry out its undertakings hereunder;
- 6.2.2 It will act in accordance with the provisions of the DPA and all of the applicable provisions of the law, including privacy and information protection;

- 6.2.3 It will operate in accordance with the Instructions; and
- 6.2.4 It will be solely responsible for any act or omission of its employees, consultants, and any other entity that acts on its behalf, including the Therapists, Customer managers, and site managers.

7. Maintaining confidentiality

- 7.1 The parties acknowledge and agree that they may disclose to each other, in connection with this Agreement, information which constitutes "**Confidential Information**," including any information and/or know-how and/or data and/or documents, which have come to their knowledge and/or disposal in connection with the implementation of the provisions of this Agreement or during its implementation, whether delivered orally, in writing or by any other means. Without prejudice to the generality of the foregoing, it is agreed that any proprietary information in connection with the Devices, including the Instructions, will constitute confidential information of GaitBetter.

Notwithstanding the foregoing, the term "Confidential Information" shall not include information, in respect of which the recipient of the information will prove, with written evidence:

- 7.1.1 This is information that is in the public forum (subject to the fact that the said information did not come into the public forum as a result of a breach of the provisions of this Agreement); or
- 7.1.2 This is information of which it is aware prior to the signing of this Agreement, and which it did not learn as a result of a violation of the duty of confidentiality; or
- 7.1.3 With regard to information received by the recipient of the information from a third party provided that such information was not obtained by the third party, directly or indirectly, in violation of the duty of confidentiality that was imposed on the third party.

The Confidential Information will not be considered as known to the recipient of the information or as part of the public information only because it or part of it is mentioned in publications or patents in general, and without being specifically associated with the subject of the Confidential Information.

- 7.2 Each party that receives or is exposed to Confidential Information of the other party (the "**Recipient**" and "**Discloser**," respectively) will ensure that the same Confidential Information:
- 7.2.1 Will keep in absolute confidence, while taking measures no less strict than those taken by the Recipient to protect its own Confidential Information, and in any case no less than reasonable measures;
 - 7.2.2 Will be used only for the realization of the rights of the Recipient under the Agreement, and the execution of its duties thereunder;
 - 7.2.3 Will not copy and will not transfer (or expose) to any third party; and
 - 7.2.4 Will not remove any markings or ties from it.

The duties of the Recipient under this Section 7 will also apply to its employees and any party acting on its behalf and/or for it, and will take all of the necessary measures to ensure that such confidentiality is maintained.

- 7.3 In the event that the Recipient will be legally obliged to disclose Confidential Information of the Discloser to any competent authority, the Recipient will notify the Discloser of the same as soon as possible, and will cooperate in an attempt to obtain an order or other appropriate treatment to maintain confidentiality.
- 7.4 The undertaking to maintain confidentiality under this Agreement will also apply after the expiration of the term of the Agreement for any reason, other than regarding information that has become part of the public forum and/or that is required to be disclosed under law.

8. Term and termination of the Agreement; License Term

- 8.1 This Agreement will come into force upon the License coming into force pursuant to this Section 8 and will remain in full force and effect as long as the Customer has a license in connection with any Devices
- 8.2 Each party may terminate this Agreement in the case of a material breach of its terms by the other party, which is not remedied within 30 days from the date of the written notice by the terminating party of the breach.
- 8.3 In the case of a subscription type license (a “**Subscription License**”), the License granted hereunder shall come into force immediately upon completion of the Devices installation and training, and shall continue in force for a period of twelve (12) months. The License shall renew automatically for subsequent 12 month periods, unless the Customer, through the Distributor, notifies Gaitbetter in writing of its will to terminate the License at least sixty (60) days prior to the applicable renewal date.
- 8.4 In the case of a perpetual license, as shall be indicated in the SOW (a “**Perpetual License**”), the License granted hereunder shall come into force immediately upon completion of the Devices installation and training (as set forth in the SOW), and shall continue in force for perpetuity, unless terminated pursuant to Section 10.2 above.
- 8.5 Upon the expiration of this Agreement or its termination under this Section 8 above, any license granted to the Customer under this Agreement will expire automatically, and the Customer will cease to make any use of the Devices.

9. Limitation of liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, GAITBETTER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, REPRESENTATIONS AND GUARANTEES WITH RESPECT TO THE DEVICES AND THE LICENSE HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, EXPECTED RESULT, QUALITY, TITLE, PERFORMANCE, SECURITY OR COMPATIBILITY. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING, WITHOUT LIMITATION, STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF THE DEVICES, WHETHER MADE BY GAITBETTER, A REPRESENTATIVE OR OTHERWISE, WHICH IS NOT EXPRESSLY PROVIDED IN THIS AGREEMENT, SHALL BE DEEMED TO BE A WARRANTY BY

GAITBETTER FOR ANY PURPOSE, OR GIVE RISE TO ANY LIABILITY OF ROOKOUT WHATSOEVER.

10. Indemnification

The Customer will indemnify GaitBetter and its representatives, managers, employees, consultants and shareholders (each of the same: an “**Indemnified Party**”) against any liability, damage, expense, and loss, including attorney fees and litigation expenses, in connection with any law of a third party, including a Patient, arising from (a) a violation of the terms of this Agreement; (b) any use of Devices contrary to the Instructions or in violation of the duty of care of the Customer vis-à-vis the Patient; or (c) a misrepresentation made by the Customer (or any of its employees, including a Therapist, site manager, or customer manager) to the Patient in connection with the Devices.

11. Insurance

The Customer will have sufficient insurance coverage to cover any potential liability to an Indemnified Party under Section 10 above, given the nature of the Devices. The Customer will ensure to fulfill all of its obligations under the relevant insurance policies, and mainly, payment of the insurance premiums on time. The Customer will keep the aforesaid insurance policies in force during the entire term of the Agreement and for seven (7) years after its termination / expiration.

12. Miscellaneous

12.1 This Agreement, and its appendices, fully expresses and exhausts the agreement of the parties regarding the issues and matters discussed therein and it replaces and terminates any representation, agreement, negotiation, practice, memorandum of understanding and any other document prevailing or exchanged between the parties on such matters and issues.

12.2 Any modification, any extension and any amendment to this Agreement shall bind the parties only if it is made in writing, signed by both parties and states that it constitutes an amendment or modification to this Agreement. No conduct on the part of either party shall be construed as a waiver of any of its rights under this Agreement and/or the law or as a waiver or consent on its part to any breach or non-compliance with any of the terms of the Agreement, or as a postponement or extension for the performance of any action under the Agreement, or an amendment, cancellation or addition of any condition, unless done so expressly and in writing.

12.3 The laws of the State of Israel will be applied to this Agreement. In legal matters and disputes, the exclusive jurisdiction will be granted to the competent court in Tel Aviv.

12.4 The addresses of the parties for the purposes of this Agreement are the addresses of which one of the parties will notify the other in writing. Delivery of a notice by registered mail, courier, or sending it by email will be considered a sufficient way of delivering notices. Any notice sent by one of the parties to the other by registered mail shall be deemed to have been received 72 hours after delivery by post. Any notice delivered by courier will be deemed to have been received upon delivery. Any notice sent by email will be regarded as if it was received upon its dispatch, if it was sent during a business day, and if it was sent not during a business day, then on the next business day after it was sent.

Appendix A

The Devices

Base Hardware

1. Gamer level mini-PC (e.g. Intel NUC11PHK or alternative)
2. 3D depth camera (e.g. Intel RealSense D415 or alternative)
3. 2 switch buttons
4. Technology cabinet
5. Operator touchscreen dashboard (or alternative)
6. Mount for operator dashboard
7. TV floor stand
8. Required cables

Please note:

Under a subscription agreement, Base Hardware is provided on a Rental basis. At the end of the license term, customer must collaborate with GaitBetter for the proper disassemble and shipping to the requested equipment to GoldenGait provided address. Shipping costs will be paid in full by GaitBetter.

Under perpetual license, Base Hardware is included in the price and stays with the customer.

Additional Required Equipment

1. 43” TV screen (or alternative)
2. Harness.
3. Suspension breach for harness.

Customers must have the additional required equipment available before the -use of the GaitBetter system. Customers may use existing equipment (requires GaitBetter’s pre-approval), purchase from a third party, or buy from GaitBetter. When purchased from GaitBetter, it is on a purchase-to-own basis, and GaitBetter will not claim the equipment at the end of the license term

Software

GaitBetter™ Medical Edition, software for gait rehabilitation OR GaitActive™ Wellness Edition, as applicable.

Appendix B

Data Protection Addendum

THIS DATA PROTECTION ADDENDUM (this “**Addendum**”) governs the transfer, collection and processing of Personal Data (as defined below), pursuant to the Master Services and License Agreement by between GoldenGait Ltd. (D/B/A GaitBetter) (“**Company**”) and the customer, as defined in the SOW, (“**Customer**”) governing Customer’s use of Products (the “**MSA**”).

Each of Company and Customer shall be referred to as a “**Party**” and collectively the “**Parties**.” Any capitalized terms not defined herein shall have the meaning ascribed to such terms in the MSA.

13. Definitions

- 13.1 The terms “**Personal Data**,” “**Processor**,” “**Controller**,” and “**Processing**,” “**Special Categories of Personal Data**,” shall have the meaning ascribed to such terms in the GDPR.
- 13.2 “**Customer’s Users**” means Trainees, Customers, clients, end-users, and/or consumers of the Customer’s products and/or services, using Company’s Products in connection with Customer’s purchase and license of such Products pursuant to the MSA.
- 13.3 “**Customer’s Employees**” means any natural persons using the Products, under authorization of the Customer, including Trainers, employees, consultants, and service providers.
- 13.4 “**Data**” means Personal Data and Non-Personal Data.
- 13.5 “**Data Subject(s)**” means natural persons regarding whom Data is processed by Company in connection with the Products or disclosed to Company by Customer pursuant to this Addendum and the MSA, including without limitation, Customer’s Users.
- 13.6 “**GDPR**” means Regulation (EU) 2016/679, of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal Data and on the free movement of such Data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- 13.7 “**Non-Personal Data**” means any Data or information of any kind relating to Data Subjects which is not Personal Data.
- 13.8 “**Sub-Processors**” shall mean any Processor Company has engaged in connection with the processing of Personal Data on behalf of Customer.

14. Data processing

- 14.1 In rendering the Products to Customer, the following Personal Data may be processed by Company on behalf of Customer:
 - 14.1.1 Personal Data disclosed from time to time by Customer to Company, concerning the Customer, Customer’s Users and/or Customer’s Employees;
 - 14.1.2 Personal Data processed by Company on behalf of Customer in connection with providing Products to Customer and to Customer’s Users, whether shared

with Company by Customer or collected independently by Company from Data Subjects or third parties.

- 14.2 In connection with any and all processing of Personal Data in the framework of provision of the Products to Customer and to Customer's Users, the Parties agree and acknowledge that Customer shall be regarded as a Controller of such Personal Data, and Company shall be regarded as a Processor of such Personal Data.
- 14.3 Company will Process on behalf of Customer Personal Data as specified in **Appendix A** attached hereto.
- 14.4 Company will Process Personal Data for the following purposes:
 - 14.4.1 the provision of the Products to the Customer and to the Customer's Users, including Support and Maintenance Services;
 - 14.4.2 to provide Data regarding Customer's Users use of the Products, *inter alia*, dates and time of use, analysis of Customer's Users progress, etc.
 - 14.4.3 to contact Customer in connection with the Products, notifications, programs or offerings;
 - 14.4.4 to send Customer updates, promotional materials and newsletters. Customer may choose to opt-out and to not receive these communications by sending Company a notice to: info@gaitbetter.com.
 - 14.4.5 to identify and authenticate Customer, Customer's Users or Customer's Employees access to parts of the Products that they are authorized to access;
 - 14.4.6 to provide Customer's Employees, with support in connection with the Products;
 - 14.4.7 to protect the security or integrity of Company's databases or the Products, to take precautions against legal liability, and to analyze and improve the Products;
 - 14.4.8 as otherwise required and appropriate for the fulfillment of the MSA and exercising Company's rights and obligations thereunder, provided such processing is permitted under applicable laws.

15. Representations and undertakings of the Company

- 15.1 Company shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risks associated with accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data.
- 15.2 Company's employees, authorized by Company to process Personal Data on behalf of Customer, are committed to customary confidentiality undertakings, or are otherwise under appropriate statutory obligations of confidentiality.
- 15.3 Company shall only process Personal Data on behalf of Customer and pursuant to the instructions as set forth herein, pursuant to the MSA, or otherwise agreed to between the Parties in writing.
- 15.4 At the choice of the Customer, Company will delete or return to the Customer Personal Data which is processed by Company on behalf of the Customer under this Addendum after the termination or expiration of the MSA and Customer's engagement with the

Company, and shall delete or anonymize any existing copies unless permitted to retain such Data under applicable law.

- 15.5 Customer shall be liable to comply with obligations in connection with the rights and freedoms of Data Subjects, including Customer's Users and Customer's Employees, pursuant to applicable laws.
- 15.6 Without derogating from the above Company shall notify Customer upon receiving any request from a Data Subject, and shall make reasonable commercial efforts to assist the Customer by appropriate technical and organizational measures, insofar as possible, for the fulfillment of the Customer's obligations to respond to requests for exercising the Data Subjects' rights pursuant to applicable laws and the MSA.

16. Representations and undertakings of Customer

- 16.1 Customer undertakes that Customer shall process Personal Data only as lawful and compliant with applicable law, including if applicable the GDPR, and that Customer shall be responsible to implement measures ensuring and demonstrating such compliance.
- 16.2 Customer's use of the Products must comply with all applicable laws, including laws relating to spam or unsolicited commercial emails, privacy, security, obscenity, defamation, child protection, and other applicable laws.
- 16.3 Customer acknowledges that it is aware that Company may not have any direct interaction with Customer's Users, and therefore, is unable to inform Customer's Users of relevant information in connection with the processing of their Personal Data, or obtain Customer's Users' consent to such processing by Company. In light of the above, Customer agrees that it is responsible to inform Customer's Users and Customer's Employees, clearly and explicitly, of the processing of their Personal Data, including by Company, pursuant to and in accordance with Customer's engagement with Company. Customer further represents that Customer has all required authorizations to disclose Personal Data to Company pursuant to this Addendum and the MSA.
- 16.4 Customer warrants and represents that it has any and all required authorizations, including Data Subjects' explicit consent, for the transfer of any Personal Data included in Special Categories of Personal Data to Company.

17. Customer's instructions

- 17.1 Customer hereby instructs Company to process, on behalf of Customer, Personal Data, uploaded, transferred or disclosed to Company by Customer or otherwise in connection with the Products to Customer and Customer's Users, for the purposes and in accordance with the terms specified herein and in the MSA.
- 17.2 In the event Customer wishes to instruct Company to process Personal Data other than as specified in this Addendum and the MSA ("**New Instructions**"), Customer shall provide Company with prior written notification containing the New Instructions. New Instructions shall be in force after approved in writing by Company.
- 17.3 Notwithstanding the above, Company will not be obligated to perform any instruction or Processing, which in Company's reasonable determination, is in violation of applicable law, and Company shall notify Customer without delay regarding such determination.

18. Reports

- 18.1 Upon Customer's reasonable request, Company will provide Customer with relevant documentation or records (which may be redacted to remove confidential commercial information not relevant to this Addendum) which will enable it to verify and monitor Company's compliance with its data protection and security obligations under the terms of this Addendum, not less than thirty (30) days of receipt of such request.
- 18.2 Company shall notify Customer in writing upon an event of data breach that affected Customer's and/or Customer's Users Personal Data, as applicable and as required under applicable law.
- 18.3 Company may disclose Data to law enforcement, regulatory or other government agencies, or third parties, if Company reasonably believes that such disclosure is necessary to comply with a judicial proceeding, court order, or a legal process applicable to Company, provided however that Company shall notify Customer in writing regarding any legally binding request for disclosure of Personal Data by a law enforcement authority, unless otherwise prohibited by applicable law.

19. Sub-processing

- 19.1 Customer hereby grants Company express authorization to engage with Sub-Processors for the provision of the Products and the processing of Personal Data on behalf of Customer, as determined by Company in Company's reasonable discretion.
- 19.2 Company may share Personal Data with its subsidiaries, suppliers, Sub-Processors and/or their agents and/or contractors that assist Company in providing Products, as necessary for the purpose of the provision and management of Company's Products and operations.

20. International transfers of Data

- 20.1 Customer acknowledges that Company is an international corporation, and that Personal Data may be transferred to a country other than the country where Data Subjects are located in connection with the provision of Products to Customer and Customer's Users.
- 20.2 Some of the Company's processing activities are conducted in Israel. The European Commission has decided that Israel ensures an adequate level of privacy and data protection, therefore, in accordance with the GDPR, the transfer of Personal Data to Israel is lawful and does not require any specific authorization.
- 20.3 Any future transfer of Personal Data outside the EU to a third country (other than Israel) shall be made in accordance with applicable law, including by providing adequate protections, or otherwise implementing appropriate safeguards to ensure the protection of Data Subjects' rights.
- 20.4 The transfer of Personal Data is permitted explicitly by Customer.

21. Term

The term of this Addendum shall continue until termination or expiration of the MSA or Customer's engagement with Company.

22. General terms

- 22.1 The above Sections required by the GDPR shall be in force only in the event the GDPR applies to the processing of Personal Data pursuant to this Addendum.

- 22.2 In the event of inconsistencies between the provisions of this Addendum and the MSA, the provisions of this Addendum shall prevail with regard to the Parties' data protection and privacy protection obligations.
- 22.3 The waiver by either Party of a breach of any of the terms and conditions of this Addendum must be in writing and will not be construed as a waiver of any subsequent breach of such term or condition or the waiver of the provision itself. A Party's performance after the other Party's breach shall not be construed as a waiver of that breach.
- 22.4 Neither Party shall assign this Addendum (or any part thereof) without the advance written consent of the other Party, except that Company may assign this Addendum in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of its assets or voting securities.
- 22.5 If any provision of this Addendum shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Addendum shall otherwise remain in effect.
- 22.6 This Addendum shall be governed by and construed in accordance with the same laws the MSA. Any claim under this Addendum may be solely brought to the competent courts as specified in the MSA.

Appendix A

Details of Processing of Personal Data

This Appendix A includes certain details of the Processing of Personal Data as required by Article 28(3) GDPR.

1. Subject matter and duration of the Processing of Personal Data

The subject matter and duration of the Processing of the Personal Data are set out in the MSA and the Addendum.

2. The nature and purpose of the Processing of Personal Data

Company is engaged to provide Customer with services which involve the processing of Personal Data. The scope of the services is set out in the MSA, and the Personal Data will be processed by Company to deliver those services to Customer and to comply with the terms of the MSA and the Addendum.

3. The types of Personal Data to be Processed

Customer's Users Information such as name, identification number, year of birth, pre or post training gait measures (such as 2 minutes' walk time), and main indication leading to the training (such as neurologic condition, orthopedic condition, etc.).

4. The categories of Data subject to whom the Personal Data relates

Customer's Users.

5. The obligations and rights of Company

The obligations and rights of Company are set out in the MSA and the Addendum.

6. The Processing operations carried out in relation to the Personal Data

Collection, recording, hosting, organizing, adapting, analyzing, retrieving, structuring, storing, deleting, in each case for the purposes of providing Products to Customer and Customer's Users, the scope of which are set out in the MSA and the Addendum.