

QCORE DASHBOARD SERVICE TERMS OF USE

1 APPLICATION OF TERMS

- 1.1 These Terms apply to your use of the Dashboard Service (as that term is defined below). By accessing or using the Dashboard Service:
- a you agree to these Terms; and
 - b where your access and use is on behalf of another person (e.g. a company), you confirm that you are authorised to, and do in fact, agree to these Terms on that person's behalf and that, by agreeing to these Terms on that person's behalf, that person is bound by these Terms.
- 1.2 If you do not agree to these Terms, you are not authorised to access and use the Dashboard Service, and you must immediately stop doing so.

2 CHANGES

- 2.1 We may change these Terms at any time by notifying you of the change by email or by posting a notice on the Website. Unless stated otherwise, any change takes effect from the date set out in the notice. You are responsible for ensuring you are familiar with the latest Terms. By continuing to access and use the Services from the date on which the Terms are changed, you agree to be bound by the changed Terms.
- 2.2 **These Terms were last updated on 18 May 2026.**

3 INTERPRETATION

In these Terms:

Access Credentials means any access credentials that allow you or your Permitted Users to access and use the Dashboard Service.

Confidential Information means any information that is not public knowledge and that is obtained from the other party in the course of, or in connection with, the provision and use of the Dashboard Service. Our Confidential Information includes Intellectual Property owned by us (or our licensors), including the QCore Software. Your Confidential Information includes Your Data and the Patient App Data.

Dashboard Service means the QCore web application that enables you and your Permitted Users to have access to Patient App Data.

Force Majeure means an event that is beyond the reasonable control of a party, excluding:

- ▲ an event to the extent that it could have been avoided by a party taking reasonable steps or reasonable care; or
- ▲ a lack of funds for any reason.

including and similar words do not imply any limit.

Intellectual Property Rights includes copyright and all rights existing anywhere in the world conferred under statute, common law or equity relating to inventions (including patents), registered and unregistered trade marks and designs, circuit layouts, data and databases, confidential information, know-how, and all other rights resulting from intellectual activity. *Intellectual Property* has a consistent meaning, and includes any enhancement, modification or derivative work of the Intellectual Property.

a *party* includes that party's permitted assigns.

Patient means your patient who uses the Patient Software.

Patient App Data means all data and information (including personal information) about a Patient that is collected in the course of a Patient's use of the Patient Software.

Patient Privacy Notice means our privacy notice explaining our privacy practices relating to personal information collected through use of the Patient Software (a copy of which is available at <http://localhost:8000/legal/patient-privacy-notice>).

Patient Software means the QCore mobile application for patients.

Permitted Users means your personnel who are authorised to access and use the Dashboard Service on your behalf in accordance with clause 5.5.

a *person* includes an individual, a body corporate, an association of persons (whether corporate or not), a trust, a government department, or any other entity.

personal information means information about an identifiable, living person.

personnel includes officers, employees, contractors and agents, but a reference to your personnel does not include us.

QCore Software means the Patient Software and the software owned by us (and our licensors) that is used to provide the Dashboard Service.

Start Date means the date that you first access or use the Dashboard Service.

Terms means these terms titled *QCore Dashboard Service terms of use*.

Underlying Systems means the QCore Software, IT solutions, systems and networks (including software and hardware) used to provide the Patient Software and the Dashboard Service, including any third party solutions, systems and networks.

We, us or our means TrueSilence Therapeutics, Inc., a Delaware corporation.

Website means the internet site at gettruesilence.com, or such other site notified to you by us.

Year means a 12-month period starting on the Start Date or the anniversary of that date.

You or your means you or, if clause 1.1b applies, both you and the other person on whose behalf you are acting.

Your Data means all data, content, and information (including personal information) uploaded or inputted into the Dashboard Service by you or on your behalf.

Words in the singular include the plural and vice versa.

4 PROVISION OF THE DASHBOARD SERVICE

4.1 We must use reasonable efforts to provide the Dashboard Service:

- a in accordance with these Terms and applicable law;
- b exercising reasonable care, skill and diligence; and
- c using suitably skilled, experienced and qualified personnel.

4.2 Our provision of the Dashboard Service to you is non-exclusive. Nothing in these Terms prevents us from providing the Dashboard Service to any other person.

4.3 We must use reasonable efforts to ensure the Dashboard Service is available on a 24/7 basis. However, it is possible that on occasion the Dashboard Service may be unavailable to permit

maintenance or other development activity to take place, or in the event of Force Majeure. We must use reasonable efforts to publish on the Website advance details of any unavailability.

5 YOUR OBLIGATIONS

5.1 You and your personnel must:

- a use the Dashboard Service in accordance with these Terms solely for:
 - i your own internal business purposes; and
 - ii lawful purposes; and
- b not resell or make available the Dashboard Service to any third party, or otherwise commercially exploit the Dashboard Service.

5.2 You and your personnel must keep your and their Access Credentials secure and:

- a not permit any other person to use your or their Access Credentials, including not disclosing or providing them to any other person; and
- b immediately notify us if you become aware of any disclosure or unauthorised use of your or their Access Credentials, by sending an email to team@gettruesilence.com.

5.3 You and your personnel must not use or introduce anything (including any virus, worm, Trojan horse, timebomb, keystroke logger, spyware or other similar feature) that in any way compromises, or may compromise, the Dashboard Service or any Underlying System.

5.4 When accessing the Dashboard Service, you and your personnel must:

- a not impersonate another person or misrepresent authorisation to act on behalf of others or us;
- b not attempt to undermine the security or integrity of the Underlying Systems;
- c not use, or misuse, the Dashboard Service in any way which may impair the functionality of the Underlying Systems or impair the ability of any other user to use the Dashboard Service;
- d not attempt to view, access or copy any material or data other than:
 - i that which you are authorised to access; and
 - ii to the extent necessary for you to use the Dashboard Service in accordance with these Terms; and
- e not use the Dashboard Service in a manner that breaches any third party right (including Intellectual Property Rights and privacy rights) or is unlawful in any way.

5.5 Without limiting clause 5.4, no individual other than a Permitted User may access or use the Dashboard Service. You may grant access to Permitted Users by creating user accounts for those Permitted Users with separate login details and may, at any time, restrict Permitted Users' access to certain features. You are responsible for any Permitted User accounts you create, and must delete the Permitted User's account if you no longer wish the Permitted User to have access (e.g. where an employee ceases working for you). We take no responsibility for the level of access granted to a Permitted User, or for the deletion of Permitted Users' accounts. You must procure each Permitted User's compliance with clauses 5.1 and 5.4 and any other reasonable condition notified by us to you.

5.6 A breach of any of these Terms by your personnel (including, to avoid doubt, a Permitted User) is deemed to be a breach of these Terms by you.

- 5.7 You are responsible for procuring all licences, authorisations and consents required for you and your personnel to use the Dashboard Service, including to process and distribute Your Data through the Dashboard Service.

6 DATA

- 6.1 You acknowledge that:

- a we may require access to Your Data and the Patient App Data to exercise our rights and perform our obligations under these Terms; and
- b to the extent that this is necessary but subject to clause 8, we may authorise a member or members of our personnel to access Your Data and the Patient App Data for this purpose.

- 6.2 You acknowledge and agree that:

- a we may use Patient App Data as set out in our Patient Privacy Notice;
- b we may:
 - i use Your Data, information about your and your Permitted User's use of the Dashboard Service and, subject to our Patient Privacy Notice, Patient App Data to generate anonymised and aggregated statistical and analytical data (**Analytical Data**);
 - ii use Analytical Data for our internal research and product development purposes and to conduct statistical analysis and identify trends and insights; and
 - iii supply Analytical Data to third parties;
- c our rights under clause 6.2bii and iii above will survive termination or expiry of these Terms; and
- d title to, and all Intellectual Property Rights in:
 - i Analytical Data; and
 - ii any enhancements, modifications or derivative works of our products and services that result from our use of Analytical Data,

is and remains our property.

- 6.3 You acknowledge and agree that, to the extent Your Data contains personal information, in collecting, holding and processing that information through the Dashboard Service, we are acting as your data processor and/or service provider and/or agent (or the equivalent under applicable privacy and data protection laws). You must give all required notices to, and obtain all necessary consents from, the relevant individual to enable us to collect, use, hold and process that information in accordance with these Terms.:
- 6.4 You must collect, use, hold, process and disclose Patient App Data solely in accordance with applicable privacy and data protection laws.
- 6.5 We will provide to Patients, via the Patient Software, a clear and prominent link to our Patient Privacy Notice. We make no representation or warranty that the Patient Privacy Notice is appropriate for your privacy practices or that the content satisfies the laws of all jurisdictions. You are responsible for ensuring that you have given all required notices, and obtained all necessary consents, from the Patient to enable you to collect, use, hold and process Patient App Data as you intend, and for your own compliance with applicable privacy and data protection laws.

- 6.6 You acknowledge and agree that, except as set out in the Patient Privacy Notice, in collecting, holding and processing Patient App Data, we are acting as your data processor and/or service provider and/or agent (or the equivalent under applicable privacy and data protection laws).
- 6.7 While we will take standard industry measures to back up all of Your Data stored using the Dashboard Service, you agree to keep a separate back-up copy of all of Your Data uploaded by you onto the Dashboard Service.
- 6.8 You agree that we may store Your Data and Patient App Data (including any personal information) in secure servers in the United States and Australia and may access Your Data and Patient App Data (including any personal information) in the United States, Australia and New Zealand from time to time.
- 6.9 You indemnify us against any liability, claim, proceeding, cost, expense (including the actual legal fees charged by our solicitors) and loss of any kind arising from any actual or alleged claim by a third party that any of Your Data infringes the rights of that third party (including Intellectual Property Rights and privacy rights) or that Your Data is unlawful.

7 INTELLECTUAL PROPERTY

- 7.1 Subject to clause 7.2, title to, and all Intellectual Property Rights in, the Patient Software, the Dashboard Service, the Website, and all Underlying Systems is and remains our property (and our licensors' property). You must not contest or dispute that ownership, or the validity of those Intellectual Property Rights.
- 7.2 Title to, and all Intellectual Property Rights in, Your Data (as between the parties) remains your property. You grant us a worldwide, non-exclusive, fully paid up, transferable, irrevocable licence to use, store, copy, modify, make available and communicate Your Data for any purpose in connection with the exercise of our rights and performance of our obligations in accordance with these Terms.
- 7.3 To the extent not owned by us, you grant us a royalty-free, transferable, irrevocable and perpetual licence to use for our own business purposes any know-how, techniques, ideas, methodologies, and similar Intellectual Property used by us in the provision of the Patient Software and Dashboard Service.
- 7.4 If you provide us with ideas, comments or suggestions relating to the Patient Software, Dashboard Service or Underlying Systems (together **feedback**):
- a all Intellectual Property Rights in that feedback, and anything created as a result of that feedback (including new material, enhancements, modifications or derivative works), are owned solely by us; and
 - b we may use or disclose the feedback for any purpose.

8 CONFIDENTIALITY

- 8.1 Each party must, unless it has the prior written consent of the other party:
- a keep confidential at all times the Confidential Information of the other party;
 - b effect and maintain adequate security measures to safeguard the other party's Confidential Information from unauthorised access or use; and
 - c disclose the other party's Confidential Information to its personnel or professional advisors on a *need to know* basis only and, in that case, ensure that any personnel or professional advisor to whom it discloses the other party's Confidential Information is aware of, and complies with, clauses 8.1a and 8.1b.

- 8.2 The obligation of confidentiality in clause 8.1 does not apply to any disclosure or use of Confidential Information:
- a for the purpose of performing a party's obligations, or exercising a party's rights, under these Terms;
 - b required by law (including under the rules of any stock exchange);
 - c which is publicly available through no fault of the recipient of the Confidential Information or its personnel;
 - d which was rightfully received by a party from a third party without restriction and without breach of any obligation of confidentiality; or
 - e by us if required as part of a *bona fide* sale of our business (assets or shares, whether in whole or in part) to a third party, provided that we enter into a confidentiality agreement with the third party on terms no less restrictive than this clause 8.

9 WARRANTIES

- 9.1 Each party warrants that it has full power and authority to enter into, and perform its obligations under, these Terms.
- 9.2 To the maximum extent permitted by law:
- a our warranties relating to the Dashboard Service are limited to those set out in these Terms, and all other conditions, guarantees or warranties whether expressed or implied by statute or otherwise (including any warranty of merchantability, fitness for a particular purpose or non-infringement) are expressly excluded and, to the extent that they cannot be excluded, liability for them is limited as set out in clause 10.1; and
 - b we make no representation concerning the quality of the Dashboard Service and do not promise that the Dashboard Service will:
 - i meet your requirements or be suitable for a particular purpose; or
 - ii be secure, free of viruses or other harmful code, uninterrupted or error free.
- 9.3 You agree and represent that you are acquiring the Dashboard Service, and accepting these Terms, for the purpose of trade. The parties agree that:
- a to the maximum extent permissible by law, no consumer protection laws apply to the supply of the Dashboard Service or these Terms; and
 - b it is fair and reasonable that the parties are bound by this clause 9.3.
- 9.4 Where legislation or rule of law implies into these Terms a condition or warranty that cannot be excluded or modified by contract, the condition or warranty is deemed to be included in these Terms. However, our liability for any breach of that condition or warranty is limited, at our option, to:
- a supplying the Dashboard Service again; and/or
 - b paying the costs of having the Dashboard Service supplied again.

10 LIABILITY

- 10.1 Our maximum aggregate liability, whether in contract, tort (including negligence), breach of statutory duty or otherwise:

- a relating to any patient of yours, or your use of the Dashboard Service in relation to any patient of yours, must not exceed an amount paid by you to us for products and/or services for that patient; and
 - b under or in connection with these Terms or relating to the Dashboard Service (including any liability referred to in clause 10.1a) must not in any Year exceed an amount equal to the total amount paid by you to us for products and/or services in the previous Year (which in the first Year is deemed to be the total amount paid by you for products and/or services from the Start Date to the date of the first event giving rise to liability).
- 10.2 Neither party is liable to the other under or in connection with these Terms or the Dashboard Service for any:
 - a loss of profit, revenue, savings, business, use, data (including Your Data and Patient App Data), and/or goodwill; or
 - b consequential, indirect, incidental or special damage or loss of any kind.
- 10.3 Clauses 10.1 and 10.2 do not apply to limit our liability under or in connection with these Terms for:
 - a personal injury or death;
 - b fraud or wilful misconduct; or
 - c a breach of clause 8.
- 10.4 Clause 10.2 does not apply to limit your liability:
 - a under the indemnity in clause 6.9; or
 - b for those matters stated in clause 10.3a to 10.3c.
- 10.5 Neither party will be responsible, liable, or held to be in breach of these Terms for any failure to perform its obligations under these Terms or otherwise, to the extent that the failure is caused by the other party failing to comply with its obligations under these Terms, or by the negligence or misconduct of the other party or its personnel.
- 10.6 Each party must take reasonable steps to mitigate any loss or damage, cost or expense it may suffer or incur arising out of anything done or not done by the other party under or in connection with these Terms or the Dashboard Service.

11 TERMINATION AND SUSPENSION

- 11.1 You may terminate these Terms and your right to access and use the Dashboard Service at any time by notice to us.
- 11.2 We may, by notice to you, immediately terminate these Terms and your right to access and use the Dashboard Service if you breach any material provision of these Terms and the breach is not:
 - a remedied within 10 days of the receipt of a notice from the first party requiring it to remedy the breach; or
 - b capable of being remedied; or
- 11.3 Termination of these Terms does not affect either party's rights and obligations that accrued before that termination.
- 11.4 Except to the extent that a party has ongoing rights to use Confidential Information, at the other party's request following termination of these Terms, a party must promptly return to the other party or destroy all Confidential Information of the other party that is in the first party's possession or control.

- 11.5 Without limiting any other right or remedy available to us, we may restrict or suspend your access to and use of the Dashboard Service and/or delete, edit or remove Your Data if we consider that:
- a you or any of your personnel have:
 - i undermined, or attempted to undermine, the security or integrity of the Dashboard Service or any Underlying Systems;
 - ii used, or attempted to use, the Dashboard Service:
 - ▲ for improper purposes; or
 - ▲ in a manner, other than for normal operational purposes, that materially reduces the operational performance of the Dashboard Service; or
 - iii otherwise materially breached these Terms; or
 - b Your Data breaches or may breach these Terms or any third party right (including Intellectual Property Rights and privacy rights), or is or may be unlawful.

12 GENERAL

- 12.1 Neither party is liable to the other for any failure to perform its obligations under these Terms to the extent caused by Force Majeure.
- 12.2 No person other than you and us has any right to a benefit under, or to enforce, these Terms.
- 12.3 For us to waive a right under these Terms, that waiver must be in writing and signed by us.
- 12.4 Subject to clause 6.3, we are your independent contractor, and no other relationship (e.g. joint venture, agency, trust or partnership) exists under these Terms.
- 12.5 If we need to contact you, we may do so by email or by posting a notice on the Website. You agree that this satisfies all legal requirements in relation to written communications. You may give notice to us under or in connection with these Terms by emailing team@gettruesilence.com.
- 12.6 These Terms, and any dispute relating to these Terms or the Dashboard Service, are governed by and must be interpreted in accordance with the laws of New York. Each party submits to the non-exclusive jurisdiction of the state and federal courts located in the state of New York in relation to any dispute connected with these Terms or the Dashboard Service.
- 12.7 Clauses which, by their nature, are intended to survive termination of these Terms, including clauses 6.9, 7, 8, 10, 11.3, 11.4 and 12.6, continue in force.
- 12.8 If any part or provision of these Terms is or becomes illegal, unenforceable, or invalid, that part or provision is deemed to be modified to the extent required to remedy the illegality, unenforceability or invalidity. If modification is not possible, the part or provision must be treated for all purposes as severed from these Terms. The remainder of these Terms will be binding on you.
- 12.9 Subject to clause 2.1, any variation to these Terms must be in writing and signed by both parties.
- 12.10 These Terms set out everything agreed by the parties relating to the Dashboard Service, and supersede and cancel anything discussed, exchanged or agreed prior to the Start Date. The parties have not relied on any representation, warranty or agreement relating to the Dashboard Service that is not expressly set out in these Terms, and no such representation, warranty or agreement has any effect from the Start Date. The parties agree that it is fair and reasonable that the parties are bound by this clause 12.10.

12.11 You may not assign, novate, subcontract or transfer any right or obligation under these Terms without our prior written consent, that consent not to be unreasonably withheld. You remain liable for your obligations under these Terms despite any approved assignment, subcontracting or transfer.