

CIMAR (UK) LTD –ORDER FORM

FOR PROVISION OF CLOUD IMAGE MANAGEMENT SERVICES

Subscriber Order Form - Terms and Conditions

This Order Form, together with the CIMAR Terms and Conditions attached as Annex 1, form the entire agreement between the Parties in respect of the products and services set forth in this Order Form (the “**Agreement**”). For purposes of the Agreement, in the event of any conflict between the Order Form and the CIMAR Terms and Conditions, the Order Form shall control. Notwithstanding anything to the contrary in any purchase order or other document provided by Subscriber, any product or service provided by Company to Subscriber in connection with a purchase order related to this Order Form is conditioned upon Subscriber’s acceptance of the Agreement. Any additional, conflicting or different terms proffered by Subscriber in a purchase order or otherwise shall be deemed null and void.

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form? (the Subscriber to complete)

[] No

If Yes – Please complete below

PO Number:

PO Amount:

PO Administration Contact Information:

In Witness Whereof, the Parties hereto have caused this Order Form to be executed by their duly authorised representative.

The Subscriber’s Signature

CIMAR (UK) Limited

XXXXXX

Signature:

Name / Title (Print):

XXXXXX – Chief Commercial Officer

Date:

Date: XXXXX

ANNEX 1

CIMAR TERMS AND CONDITIONS

1. BACKGROUND. These CIMAR Terms and Conditions (the “Terms and Conditions”) govern Subscriber use of all Company products and services. These Terms and Conditions are entered into by Company and Subscriber as of the date the Subscriber purchases, or otherwise accesses or uses, any Company products or services.

2. DEFINITIONS. Capitalised terms shall have the meanings set forth in this section, or in the section where they are first used.

2.1 “Access Protocols” means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow the Subscriber or any of the Subscriber’s Authorised Users to access the Services.

2.2 “Agreement Start Date” has the meaning set out in the Order Form.

2.3 “Application” means a specific service provided by the Company as part of the Services.

2.4 “Authorised Facility” means a specific facility owned, operated or used by the Subscriber or a partner of the Subscriber from which the Subscriber is authorised by the Company to allow Authorised Users to access the Services.

2.5 “Authorised User” means any individual who is authorised by the Company and/or the Subscriber to access the Services.

2.6 “Data Protection Laws” means any applicable laws, regulations, or other binding obligations (including any and all legislative and/or regulatory amendments or successors thereto), each as updated from time to time, of the European Union, the EEA, the United Kingdom or any other jurisdiction that govern or otherwise apply to Personal Data Processed under the Agreement, including the Data Protection Act 2018 (“DPA”) and the retained EU law version of the General Data Protection Regulation 2016/679 (the “UK GDPR”).

2.7 “Documentation” means the technical materials provided by the Company to the Subscriber in hard copy or electronic form describing the use and operation of the Software.

2.8 “Initial Term” has the meaning set out in the Order Form.

2.9 “Error” means a reproducible failure of the Software to substantially conform to the Documentation.

2.10 “Error Corrections” means bug fixes or Workarounds intended to correct Errors in the Software.

2.11 “Intellectual Property Rights” means any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights, mask work rights and moral rights; (b) trademark or service mark rights; (c) trade secret rights; (d) patents, patent rights and industrial property rights; (e) layout design rights, design rights and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress and similar rights; and (f) all registrations, applications, renewals, extensions or reissues of the foregoing, in each case in any jurisdiction throughout the world.

2.12 “**Order Form**” means the portion of the Agreement which identifies the Service(s) to be made available by the Company to the Subscriber and the fees, term and billing terms and conditions of the Service(s).

2.13 “**Standard Support Services**” means the ongoing support included with the Software licence and the support services described in the Agreement, including but not limited to the professional services set forth in Exhibits A, B, C and D.

2.14 “**Services**” means the Software and the Professional Services ordered by the Subscriber as set forth on the Order Form and described in the Agreement and Exhibits A, B, C and D.

2.15 “**Software**” means (i) the CIMAR Suite software application and services , (ii) other software programs or applications as set forth on the Order Form and as described in Exhibit A (Software Services), a Statement of Work or otherwise provided to Subscriber for installation and use by Subscriber (and its Authorised Users) on a personal computer, tablet or other device, and (iii) any associated user interfaces, related technology or Applications that the Company makes available pursuant to the Agreement during the course of its term.

2.16 “**Statement of Work**” or “**SOW**” means an Order Form solely for Professional Services to be provided in connection with a Services or Software.

2.17 “**Study**” means a collection of medical images grouped together under the same study instance UID (generated by the modality wherever the study was created). A typical billing event is defined as a Study being uploaded to a namespace (i.e. an account or one of its workflows or users’ worklists).

2.18 “**Subprocessor**” means a Processor appointed by Company to assist with the provision of the Services to the Subscriber or the performance of Company’s obligations under the Agreement;

2.19 “**the Subscriber Content**” means the information successfully uploaded, entered, created, developed and stored by the Subscriber within the Software which includes, without limitation, all medical images, notes, reports, records and other data generated by either (a) the Subscriber; or an Authorised User of the Subscriber, or the Subscriber.

2.20 “**Term**” means, collectively, (i) the Initial Term; and (ii) any renewal agreed by the Parties pursuant to clause 12.1, in respect of the applicable Order Form.

2.21 “**Third-Party Providers**” means a supplier of data, information, software, services or other items that are part of or otherwise used in connection with the Services.

2.22 “**User ID**” means a unique alphanumeric identifier assigned to an Authorised User so that the Authorised User can access the Service, Software and use the corresponding authorized features of the Service.

3. PROVISION OF SERVICES

3.1 **Access.** Subject to the Subscriber’s payment of the fees set forth in the Order Form, the Company will provide the Services via an online user interface specified in Exhibit A (Software Services). On or as soon as reasonably practicable after the Agreement Start Date, the Company shall provide to the Subscriber the necessary secure access mechanisms, security protocols and policies, network links or connections and Access Protocols to allow the Subscriber and its Authorised Users to access the Services in accordance with the Access Protocols. Company reserves the right to (i) provide the Software (as part of the Services) owned by Third-Party Providers that update, improve and/or complement the Services in use by the Subscriber; and (ii) alter or modify the Services and any portions or configurations thereof from time to time. Such alterations and/or modifications may include,

without limitation, addition or withdrawal of features and/or data or changes in instructions and/or Documentation but shall not materially adversely affect the functionality of the Services.

3.2 Responsibility for Software and Content Hosting. The Company shall, at its own expense, provide for the hosting of the Software which is accessible as part of the Services, provided that nothing herein shall be construed to require the Company to provide for, or bear any responsibility with respect to any telecommunications or computer network hardware, required by the Subscriber, intermediary network provider or any Authorised User to provide access from the Internet to the Services. Subscriber is responsible for (a) providing sufficient bandwidth and network connectivity to ensure all Authorised Users can access and use the Service; (b) ensuring its firewalls permit access to the Company-owned URLs/IP Addresses; and (c) using the Services on a hardware and software system that matches or exceeds the highest specifications recommended by Company in the Documentation.

3.3

3.4 Consent to Use of Data. The Subscriber agrees that the Company may, consistent with applicable law, collect, aggregate, anonymize, de-identify and otherwise use technical data and related information that is gathered periodically or transmitted using the Software and Services to facilitate the provision of Software updates, product support, and other Services to the Subscriber (if any) related to the Software. The Company may use this information, as long as it is in an anonymous and de-identified form, to improve its products or to provide Services or Software updates to the Subscriber. The Subscriber acknowledges that the anonymising and de-identification of data in this way is an integral part of the Services and the Company would not otherwise be able to provide its Software or Services to the Subscriber. Any contractual limitation on the Company's right to anonymise and de-identify applies only to anonymising and de-identification for purposes other than the provision of Software or Services under the Agreement. The Company shall not use the Subscriber Content for any purpose whatsoever save in support of the Subscriber or the Subscriber's improved use of the Services, and/or otherwise in accordance with the Company's obligations under the Agreement.

3.3 Medical device regulation and permitted use. The Subscriber acknowledges that the following components of the Services as provided by the Company have the following medical device registrations: (a) the diagnostic viewer ("**MedDream**") which is approved under CE (Regulation (EU) 2017/745 as a Class IIb active medical devices; and (b) the CIMAR Suite and its component software ("**DG PACS**"), which is registered with the FDA a Class II Medical Device under the name DG PACS and 510(k) Number of K152977. The Subscriber shall ensure that its use of MedDream and/or DG PACS and/or any other Medical Imaging viewer provided by The Company as part of the Services is at all times in compliance with any applicable law, regulations and/or any written instructions in relation to the same as may be provided by the Company from time to time. In respect of its use of DG PACS, the Subscriber further acknowledges that under its FDA registration: (i) DG PACS software is intended for use as a primary diagnostic and analysis tool for diagnostic images for hospitals, imaging centres, radiologists, reading practices; (ii) CIMAR Viewer, a component of DG PACS, displays and manages diagnostic quality DICOM images; (iii) Lossy compressed mammographic images and digitised film screen images must not be reviewed for primary image interpretations; (iv) Mammographic images may only be interpreted using cleared/approved monitors intended for mammography display; and (v) DG PACS is not intended for diagnostic use on mobile devices.

4. INTELLECTUAL PROPERTY

4.1 Licence Grant. Subject to the terms and conditions of the Agreement, the Company grants to the Subscriber a limited, non-exclusive, non-transferable and non-sublicensable licence during the term, solely for the Subscriber's internal business purposes and in accordance with the limitations set forth in Exhibit A (Software Services), (a) to access, use, perform, and digitally display the Software as required for use of the Services and in accordance with the Documentation; and (b) to use and reproduce a reasonable number of copies of the Documentation solely to support the Subscriber's use of the Services.

4.2 Limitations. The Subscriber agrees that it will not, and will not permit any Authorised User or other third party to: (a) permit any person to access the Software or Documentation or use the Services, other than the Authorised Users authorised under the Agreement; (b) modify, adapt, alter or translate the Software or Documentation, except as expressly allowed herein; (c) sub-license, lease, rent, loan, distribute, or otherwise transfer the Software or Documentation to any third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organisation) of the Software; (e) use or copy the Software or Documentation except as expressly allowed under this sub-clause; or (f) disclose or transmit any data contained in the Software to any individual other than an Authorised User, except as expressly allowed herein. Notwithstanding the foregoing, decompiling the Software is permitted to the extent the laws of the Subscriber's jurisdiction require the Company to give the Subscriber the right to do so to obtain information necessary to render the Software interoperable with other software, provided however, that the Subscriber must first request such information from the Company and the Company may, in its discretion, either provide such information to the Subscriber or impose reasonable conditions, including a reasonable fee, on such use of the source code for the Software to ensure that the Company's and its suppliers' proprietary rights in the source code for the Software are protected.

4.3 Ownership. The Services, Software, Documentation and all other materials provided by the Company hereunder, including but not limited to all manuals, reports, records, programmes, data, interfaces, product features, tools and other materials, and all Intellectual Property Rights in each of the foregoing, are the exclusive property of CIMAR or its Third-Party Providers. For the avoidance of doubt, any and all Services, Software, Documentation, manuals, reports, records, programs, data, interfaces, product features, tools and other materials developed by the Company in conjunction with the Agreement, including but not limited to any features as described in the Order Form, are the exclusive property of Company or its Third-Party Providers. All rights in and to the Services, Software, Documentation, manuals, reports, records, programs, data, interfaces, product features, tools and other materials not expressly granted to the Subscriber in the Agreement are reserved by Company and its Third-Party Providers. Except as expressly set forth herein, no express or implied licence or right of any kind is granted to the Subscriber regarding the Software, Documentation and Services or any part thereof, including any right to obtain possession of any source code, data or other technical material related to the Software.

4.4 Open Source Software. Certain items of software may be provided to the Subscriber with the Software and are subject to "open source" or "free software" licences ("**Open Source Software**"). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of the section titled Indemnification or the subsection titled Licence Grant. Instead, each item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software. Nothing in the Agreement limits the Subscriber's rights under or grants the Subscriber rights that supersede the terms and conditions of any applicable end user licence for the Open Source Software. If required by any license for particular Open Source Software, the Company makes such Open Source Software, and the Company's modifications to that Open Source Software, available by written request at the notice address specified below in clause 6.5.

4.5 Feedback. The Company may use any feedback and suggestions for improvement relating to the Services provided by the Subscriber or any Authorised User without charge or limitation ("**Feedback**"). The Subscriber hereby assigns (or shall procure the assignment of) all Intellectual Property Rights in the Feedback with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to the Company at the time such Feedback is first provided to the Company.

5. FEES AND EXPENSES; PAYMENTS

5.1 Fees. In consideration for the access rights granted to the Subscriber and the Services performed by the Company under the Agreement, the Subscriber will pay to the Company the fees under the terms and conditions set forth in the Order Form. Company will issue an invoice to Subscriber for the Total Up-Front Cost

and Total Recurring Monthly Cost for the first month of the Initial Term on or about the date the Order Form is executed. Thereafter, Company will invoice Subscriber for the Total Recurring Monthly Cost prior to the beginning of each month. If the Subscriber wishes (i) to add Applications or to increase the number of uploaded study monthly volumes or Authorised Users or Authorised Facilities; or (ii) otherwise exceeds, in any given month, the number of uploaded study monthly volumes or Authorised Users or Authorised Facilities, beyond the maximum number permitted for which fees have been paid, the Subscriber shall be required to pay additional fees associated with the increased number of Studies, Applications, Authorised Users or Authorised Facilities, prorated for the remainder of the then-current month, if applicable. The Company shall be entitled to withhold performance and discontinue service until all amounts due are paid in full as specified in the Order Form. Except as specifically provided to the contrary in the Agreement, in the event of the cancellation, completion, expiration or termination of the Agreement, all monies paid or due or owing to Company by Subscriber shall be deemed non-refundable. During the Agreement, the Company retains the right to amend rates or fees charged for the provision of any of Services from time to time. In the event the Company amends its rates or fees payable by the Subscriber, the Company shall give the Subscriber 90 days written notice of the same. If the Subscriber does not wish to continue the Agreement on the new terms presented, the Subscriber may terminate the Agreement with 90 days written notice to the Company.

5.2 Taxes. The fees are exclusive of all applicable sales, use, value-added and other taxes and all applicable duties, tariffs, assessments, export and import fees, or other similar charges, and the Subscriber will be responsible for payment of all such taxes (other than taxes based on the Company's income), fees, duties, and charges and any related penalties and interest, arising from the payment of the fees, the delivery of the Services, or the licence of the Software to the Subscriber. The Subscriber shall indemnify and defend the Company in connection with any proceedings brought by any taxing authorities in connection with the Agreement.

5.3 Expenses. The Subscriber shall reimburse the Company for all costs, pre-approved by the Subscriber, including the Company's reasonable out-of-pocket (including travel and living) expenses incurred in performing its obligations hereunder. All costs and expenses incurred by the Subscriber in connection herewith are the sole responsibility of the Subscriber.

5.4 Interest. Any amounts not paid by the Company when due shall bear monthly interest at the rate of 3% above the base rate of Barclays Bank Plc for the time being from the due date until the overdue sums have been received by the Subscriber in cleared funds.

5.5 Audit. The Subscriber will permit the Company or its representatives to review the Subscriber's relevant records and inspect the Subscriber's facilities to: (i) ensure compliance with the Agreement; (ii) verify the Company's compliance with any regulatory obligations in relation to its use of the Services; and/or (iii) as otherwise may be required from time to time by any regulatory authority under applicable law. The Company will give the Subscriber at least thirty (30) days, advance notice of any such inspection and will conduct the same during normal business hours in a manner that does not unreasonably interfere with the Subscriber's normal operations. Frequency of audit, yearly. Duration of audit, one business day and limited to the provision of certain, explicit documentation. If any such audit should disclose any underpayment of fees, the Subscriber shall promptly pay the Company such underpaid amount, together with interest thereon at the rate specified in this section. If the amount of such underpayment exceeds five percent (5%) of fees actually paid during the audited period, the Subscriber shall also pay the Company for the Company's expenses associated with such audit.

6. THE SUBSCRIBER CONTENT AND RESPONSIBILITIES

6.1 Licence - Ownership. The Subscriber grants the Company a non-exclusive, worldwide, royalty-free and fully paid licence: (a) to use the Subscriber Content as necessary for purposes of providing the Services and, if applicable, as outlined in the permitted uses and disclosures of the relevant Order Form, or otherwise as set out in the Agreement; and (b) to use the Subscriber trademarks, service marks, and logos as required to

provide the Services. The Subscriber Content hosted by the Company as part of the Services, and all worldwide Intellectual Property Rights in it, are the property of the Subscriber. All rights in and to the Subscriber Content not expressly granted to the Company in the Agreement are reserved by the Subscriber.

6.2 Authorised Users Access to Services. The Subscriber may permit any prospective users it formally authorises (and subsequently is responsible for) to access and use the features and functions of the Services as contemplated by the Agreement. Once authorised such prospective users shall be deemed "Authorised Users". User IDs cannot be shared or used by more than one Authorised User at a time. Subscriber must not and will ensure that Authorised Users do not permit any other individual or entity to access (through User ID and password sharing or otherwise) the Services or Software. Subscriber is restricted to the number of Authorised Users for which it has purchased subscriptions. Virtualization technology may not be used to circumvent the restrictions in the Agreement.

6.3 The Subscriber Warranty. The Subscriber warrants that any of the Subscriber's Content hosted by the Company as part of the Services shall not: (a) infringe any copyright, trademark, or patent; (b) misappropriate any trade secret; (c) be deceptive, defamatory, obscene, pornographic or unlawful; (d) contain any viruses, worms or other malicious computer programming codes intended intentionally or otherwise, to damage the Company's system or data; (e) otherwise violate the rights of a third party, including, without limitation, any privacy rights; or (f) violate any applicable law, ordinance, or government regulation applicable as such to the Subscriber Content. The Subscriber agrees that any use of the Services contrary to or in violation of the warranties of the Subscriber in this section constitutes unauthorised and improper use of the Services to the best of the Subscribers knowledge and belief.

6.4 The Subscriber Responsibility for Data and Security. The Subscriber and its Authorised Users shall have access to the Subscriber Content and shall be responsible for all changes to and/or deletions of the Subscriber Content and the security of all passwords and other Access Protocols required in order to access the Services. The Subscriber shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability and appropriateness of all the Subscriber Content.

6.5 Copyright Policy. The Company reserves the right to terminate the Agreement on notice with immediate effect if the Company has reasonable belief that the Subscriber has infringed third party copyright rights. Without limiting the foregoing, if the Subscriber believes that a copyrighted work has been copied and posted via the Services in a way that constitutes copyright infringement, the Subscriber shall provide the Company with the following information: (a) an electronic or physical signature of the person Authorised to act on behalf of the owner of the copyrighted work; (b) an identification and location in connection with the Services of the copyrighted work that the Subscriber claims has been infringed; (c) a written statement by the Subscriber that the Subscriber has a good faith belief that the disputed use is not authorised by the owner, its agent, or the law; (d) the name and contact information, such as telephone number or e-mail address, of the Subscriber; and (e) a statement by the Subscriber that the above information in the Subscriber's notice is accurate and, under penalty of perjury, that the Subscriber is the copyright owner or authorised to act on the copyright owner's behalf. Contact information for the Company's Copyright Agent for notice of claims of copyright infringement is as follows:

CIMAR UK Ltd
Attn: Copyright Agent
124 City Road,
London EC1V 2NX. UK copyright-admin@cimar.co.uk

7. DATA PROTECTION

7.1 The Parties agree to comply with the Data Protection Laws. For the purposes of the Agreement the following definitions shall have the meanings attributed to them in the UK GDPR: (i) Consent; (ii) Controller; (iii)

Personal Data; (iv) Personal Data Breach; (v) Processing; (vi) Processor; (vii) Data Subject; and (viii) Pseudonymisation.

7.2 Subscriber shall act as Controller and Company shall act as a Processor when Processing any Personal Data contained within Subscriber Content provided to Company by Subscriber for the purposes of providing the Services.

7.3 Each Party agrees that it will use all reasonable efforts to assist the other Party in complying with its obligations under the UK GDPR.

7.4 Personal Data shall not be disclosed to the Company by the Subscriber save where this is required to satisfy the contractual requirements for the provision of the Services or for the purpose of monitoring or adverse event reporting (which includes the protection of the vital interests of the Data Subject to which the Personal Data relates), or in relation to a claim or proceeding brought by a Data Subject in connection with the Services. In all other circumstances, the Subscriber represents, warrants and undertakes to the Company that any disclosed Personal Data shall be Pseudonymised.

7.5 Personal Data shall only be Processed in accordance with the Subscriber's written instructions and for the purpose and duration required for carrying out the Services, including with regard to transfers of that Personal Data to a third country or an international organisation. If legally required to process Personal Data otherwise than as instructed by Subscriber, the Company shall inform the Subscriber of that legal requirement before processing, unless prohibited from doing so by the relevant law.

7.6 The Subscriber warrants, represents and undertakes to the Company that (a) where consent is required for Company's Processing under applicable Data Protection Laws, all relevant Data Subjects have consented (in accordance with applicable Data Protection Laws) to their Personal Data being disclosed to Company for Processing in accordance with the Agreement; (2) the disclosure of Personal Data by Subscriber to Company will be in each case and in all respects lawful; and (3) notice of the disclosure of their Personal Data to Company for Processing in accordance with the Agreement will be provided to all relevant Data Subjects (including any Authorised Users) prior to any such disclosure and, if requested by Company, Subscriber shall provide evidence that it has provided such notice.

7.7 The Company shall:

- (a) not disclose Personal Data to any person except as is required or permitted by the Agreement or with the Subscriber's prior written consent;
- (b) advise the Subscriber in writing of the name of its data protection officer, as well as the contact details (including after-hours contact details) for the data protection officer;
- (c) not transfer Personal Data outside of the U.K. or EEA, unless, in accordance with Data Protection Laws, the Company ensures that (i) the transfer is to a country approved as providing an adequate level of protection for Personal Data; or (ii) there are appropriate safeguards in place for the transfer of Personal Data;
- (d) ensure any of its staff authorised to Process Personal Data have committed themselves to confidentiality or are under an appropriate statutory or contractual obligation of confidentiality; Company staff are to complete regular training in data security and protection in addition to commitment to confidentiality, evidence of training can be provided on request.
- (e) considering the state of technological development and the costs of implementing any measures,

implement appropriate technical and organisational measures ("Security Measures") to ensure a level of security appropriate to the risk, including, as appropriate:

- (i) the Pseudonymisation and encryption of Personal Data;
 - (ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; and
 - (iii) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
- (f) considering the nature of the processing, assist the Subscriber by implementing appropriate technical and organisational measures, insofar as this is possible, to assist the Subscriber in the fulfilment of the Subscriber's obligations in relation to the exercise of the Data Subject's rights as detailed in Chapter III of the UK GDPR;
- (g) cease processing and irretrievably delete or return any Personal Data, and any copies of such, to the Subscriber following termination of the Agreement or at the request of the Subscriber;
- (h) allow Subscriber the right to take reasonable and appropriate steps to ensure that Company is using the Personal Data in a manner consistent with Subscriber's obligations under the applicable Data Protection Laws, by allowing Subscriber to audit Company by receiving reasonably reliable documentation regarding the adequacy of the Processing by the Company of Personal Data on behalf of the Subscriber. Such documentation shall provide for demonstrable assurances of adequacy of the data processing facilities used by the Company to Process Personal Data on behalf of the Subscriber ("Audit Report"). If the Subscriber requests in writing, Company will provide the Subscriber with a copy of the Audit Report or related documentation so that the Subscriber can reasonably verify the Company's compliance with the security obligations under Data Protection Laws. Unless mutually agreed by the Parties in writing, any audit of Company shall be limited to the provision of the Audit Report
- (i) have a process for regularly testing, assessing and evaluating the effectiveness of the Security Measures, including regular auditing at least every twelve (12) months;
- (j) notify the Subscriber without undue delay (within 48 hours where possible) after becoming aware of a Personal Data Breach or of an incident occurring in relation to or otherwise in connection with the Personal Data which is, or may reasonably be considered to be, adverse to the protection and safeguarding of that Personal Data or otherwise in breach of the UK GDPR to ensure serious breaches can be reported to the Information Commissioner's Office (ICO) within the 72-hour limit.
- (k) maintain a written (which may be in electronic form) record of all categories of processing activities it carries out on behalf of the Subscriber, containing:
- i. the name and contact details of all Processors and Controllers on behalf of which it is acting, including the names of their data protection officers;
 - ii. the categories of Processing carried out;
 - iii. where applicable, transfers of Personal Data to a third country or international organisation, and the documentation of suitable safeguards; and
 - iv. a general description of the Security Measures.

7.8 The Subscriber acknowledges and agrees that Company may retain third parties as Subprocessors in connection with the Agreement, having imposed on such Subprocessors substantially similar data protection obligations as are imposed on Company under the Agreement. Company shall remain liable to the Subscriber for

the act and acts and omissions of the Subprocessors under the Agreement as if they were Company's own acts and omissions. The list of current Subprocessors instructed by Company is attached hereto at Exhibit F. Subscriber may be informed of new Subprocessors by email notification by Company. In the event Company adds or replaces a Subprocessor, Subscriber may object to the use of a new Subprocessor by sending a notification to Company within ten (10) business days of receipt of notice of a new Subprocessor provided that the Subscriber reasonably believes that use of such Subprocessor presents an unreasonable risk to or prevents the Subscriber from complying with applicable law. If Subscriber so objects, Company shall either (a) not use the new Subprocessor to process the Subscriber Personal Data or (b) shall find an alternative way of reasonably resolving Subscriber's objection. If neither (a) nor (b) is reasonably feasible within thirty (30) days of receipt of Subscriber's objection, then Subscriber shall either rescind its objection or may terminate any services for which the new Subprocessor would be used by providing written notice to Company at the address for notices indicated in the Agreement. For the avoidance of doubt, in the event Subscriber does not object to a new Subprocessor in accordance with this clause 7.8, Subscriber shall be deemed to have consented to the new Subprocessor.

8. WARRANTIES AND DISCLAIMERS

8.1 Limited Warranty. The Company warrants to the Subscriber that the Software will substantially conform to the Documentation during the Term of the Agreement. Provided that the Subscriber notifies the Company in writing of any breach of the foregoing warranty during the Term hereof, the Company shall provide the support set forth in Exhibit A (Software Services) to the Agreement. This clause states Company's entire liability and Subscriber's sole and exclusive remedy for breach of warranty under this section.

8.2 Disclaimer. To the maximum extent permitted by applicable law, the Software, Documentation, and Services are provided "as is," and the Company and each of its Third-Party Providers make no (and hereby disclaims all) other warranties, representations, or conditions, whether written, oral, express, implied or statutory, including, without limitation, any implied warranties of satisfactory quality, system integration, course of dealing, trade usage or practice, merchantability, title, noninfringement, or fitness for a particular purpose, with respect to the use, misuse, or inability to use the Software, Documentation, or Services (in whole or in part) or any other products or services provided to subscriber by the company. Any diagnostic decision (or other decision) taken by the Subscriber or any of its Authorised Users should not be made in reliance of the Services. The Company does not warrant that all errors can be corrected, or that operation of the Software, and Services shall be uninterrupted or error-free. The Service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. The Company is not responsible for any delays, delivery failures, or other damage resulting from such problems. Whilst every effort has been made to ensure that information provided by the Company as part of the Services is correct, the Company (nor its Third-Party Providers) cannot guarantee its accuracy. Neither the Company, nor its Third-Party Providers, shall have any liability for the accuracy, completeness, or timeliness of the content. Some jurisdictions do not allow the exclusion of implied warranties or conditions or limitations on how long an implied warranty lasts, so some of the above limitations may not apply to the Subscriber.

9. LIMITATION OF LIABILITY

9.1 Types of damages. To the extent legally permitted under applicable law, neither Party shall be liable to the other for any special, indirect, exemplary, punitive, incidental or consequential damages of any nature including, but not limited to damages or costs due to loss of profits, data, revenue, goodwill, production or use, business interruption, procurement of substitute goods or services, or personal or property damage arising out of or in connection with the Agreement, even if the relevant Party has been notified of the likelihood of such damages.

9.2 Amount of damages. The maximum liability of each of the Parties arising out of or in any way connected to the Agreement (whether caused by breach of contract or tort (including negligence or breach of

statutory duty or arising in any other way)) shall not exceed, in aggregate, the fees paid by the Subscriber to the Company during the six (6) months preceding the act, omission or occurrence giving rise to such liability. In no event shall the Company's Third-Party Providers have any liability arising out of or in any way connected to the Agreement. Nothing in the Agreement shall limit or exclude either Party's liability for (a) for death or personal injury caused by that Party's negligence; (b) for fraud or fraudulent misrepresentation; (c) for fees due under the Agreement; (d) for misappropriation or infringement of the other Party's Intellectual Property Rights; or (e) for any other liabilities that cannot be excluded by law.

10. CONFIDENTIALITY

10.1 Confidential Information. During the Term of the Agreement, each Party (the "**Disclosing Party**") may provide the other Party (the "**Receiving Party**") with certain information regarding the Disclosing Party's business, technology, products, or services or other confidential or proprietary information (collectively, "**Confidential Information**"). Regardless of whether so marked or identified, the Software, Documentation, and all enhancements and improvements thereto (including any Feedback) will be considered Confidential Information of the Company.

10.2 Protection of Confidential Information. The Receiving Party agrees that it will not use or disclose to any third party any Confidential Information of the Disclosing Party, except as expressly permitted under the Agreement. The Receiving Party will limit access to the Confidential Information to Authorised Users (with respect to the Subscriber) or to those employees who have a need to know, who have confidentiality obligations no less restrictive than those set forth herein, and who have been informed of the confidential nature of such information (with respect to the Company). In addition, the Receiving Party will protect the Disclosing Party's Confidential Information from un-authorised use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At the Disclosing Party's request or upon termination of the Agreement, the Receiving Party will return to the Disclosing Party or destroy (or permanently erase in the case of electronic files) all copies of the Confidential Information that the Receiving Party does not have a continuing right to use under the Agreement, and the Receiving Party shall provide to the Disclosing Party a written affidavit certifying compliance with this sentence. In the event that the Receiving Party determines that returning or destroying the Confidential Information is infeasible, the Receiving Party shall provide to the Disclosing Party written notification of the conditions that make return or destruction infeasible. In such event, the Receiving Party shall extend the protections of the Agreement to such Confidential Information and limit further uses and disclosures of such Confidential Information to those purposes that make the return or destruction infeasible, for so long as the Receiving Party maintains such Confidential Information.

10.3 Exceptions. The confidentiality obligations set forth in this clause will not apply to any information that: (a) becomes generally available to the public through no fault of the Receiving Party; (b) is lawfully provided to the Receiving Party by a third party free of any confidentiality duties or obligations; (c) was already known to the Receiving Party at the time of disclosure; or (d) the Receiving Party can prove, by clear and convincing evidence, was independently developed by employees and contractors of the Receiving Party who had no access to the Confidential Information. In addition, the Receiving Party may disclose Confidential Information to the extent that such disclosure is necessary for the Receiving Party to enforce its rights under the Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party promptly notifies the Disclosing Party in writing of such required disclosure and cooperates with the Disclosing Party if the Disclosing Party seeks an appropriate protective order.

10.4 Advertising & PR. The Subscriber agrees that the Company and its affiliated companies may reference the Subscriber as a Company customer (including using the Subscriber's name and logo), including on the Company's and its affiliated companies' website. The Company will comply with the Subscriber's reasonable instructions that are provided to the Company related to such use of name and logo.

11. INDEMNIFICATION

11.1 By the Company. The Company will indemnify the Subscriber against any bona fide third party claim that the grant of a right to, or the access and use by, the Subscriber and its Authorised Users of the Software or any Services in accordance with the Agreement infringes a validly existing United Kingdom trade mark, copyright, patent, or other proprietary right and pay any final judgment awarded or Company-negotiated settlement. The Company will defend any claim under this clause with counsel of its own choosing and settle such claim as the Company deems appropriate, provided that this does not require an admission of guilt or liability by the Subscriber. The Subscriber may participate in such defence with counsel of its own choosing and at its own cost and expense. The Subscriber will not admit liability, take any position adverse or contrary to the Company, or otherwise attempt to settle any claim or action for which it is seeking indemnification without the express written consent of the Company. If any portion of the Software or the Services becomes, or in the Company's opinion is likely to become, the subject of a claim of infringement, the Company may, at the Company's option: (a) procure for the Subscriber the right to continue using the Software or the Services; (b) replace the Software or the Services with non-infringing software or services which do not materially impair the functionality of the Software or the Services; (c) modify the Software or the Services so that it becomes non-infringing; or (d) terminate the Agreement and refund any fees actually paid by the Subscriber to the Company for the remainder of the Term then in effect, and upon such termination, the Subscriber will immediately cease all use of the Software, Documentation and Services. Notwithstanding the foregoing, the Company shall have no obligation under this clause or otherwise with respect to any infringement claim based upon (a) any use of the Software or the Services not in accordance with the Agreement or as specified in the Documentation; (b) any use of the Software or the Services in combination with other products, equipment, software or data not supplied by the Company; or (c) any modification of the Software or the Services by any person other than the Company or its authorised agents. This clause states the sole and exclusive remedy of the Subscriber and the entire liability of the Company, or any of the officers, directors, employees, shareholders, contractors or representatives of the foregoing, for infringement claims and actions.

11.2 Subject to clause 9.2, the Subscriber will indemnify the Company against, and defend at its expense, any claim brought against the Company and will pay any settlement the Subscriber reasonably makes or approves, or any damages finally awarded in such claim, insofar as such claim is based on a claim arising out of or relating to the Subscriber's breach or alleged breach of the sub-clause titled the Subscriber Warranty and Copyright Policy. This subsection states the sole and exclusive remedy of the Company and the entire liability of the Subscriber, or any of the officers, directors, employees, shareholders, contractors or representatives of the foregoing, for the claims and actions described herein. The Company may suspend use of the Services if at any time the Company considers that there is or is likely to be a breach of security in connection to the Subscriber's use of the Services or otherwise, or any infringement of the CIMAR Terms and Conditions by the Subscriber or any of its Authorised Users.

11.3 Procedure. The indemnifying Party's obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the indemnified Party shall promptly notify the indemnifying Party in writing of any threatened or actual claim; (b) the indemnifying Party shall have sole control of the defence or settlement of any claim; and (c) the indemnified Party shall cooperate with the indemnifying party to facilitate the settlement or defence of any claim.

12. TERM AND TERMINATION

12.1 Term. The Agreement shall take effect on the Agreement Start Date and, unless terminated in accordance with this clause 12, shall continue for the Initial Term unless and until terminated by either Party giving to the other not less than three months' written notice of termination, such termination to be effective on the date

falling three (3) years from the Agreement Start Date or on any subsequent anniversary of such date. After the Initial Term, the Agreement shall renew upon written agreement of the Parties.

12.2 Termination. Either Party may terminate the Agreement immediately: (a) upon notice to the other Party if the other Party materially breaches the Agreement, and such breach remains uncured for more than ninety (90) days after receipt of written notice of such breach; or (b) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, upon the other Party making an assignment for the benefit of creditors or upon the other Party's dissolution or ceasing to do business.

12.3 Effect of Termination. Upon termination or expiration of the Agreement for any reason: (a) all rights and obligations of both Parties, including all licences granted hereunder, shall immediately terminate; (b) within ten (10) days after the effective date of termination, each Party shall comply with the obligations to return all Confidential Information of the other Party, as set forth in the section titled *Confidentiality*; and (c) within ten (10) days after the effective date of termination, the Company shall discontinue all use of the Subscriber Content and destroy all copies of the Subscriber Content in its possession, unless: (i) the Subscriber expressly requests in writing that the Company help with retrieving or migrating the Subscriber Content, including but not limited to its Subscriber Content for which there may be applicable fees payable by the Subscriber; or (ii) the Subscriber requests the Company continue to archive the Subscriber Content, in which case the Subscriber will pay to the Company the fees under the terms and conditions set forth in a separate Order Form. Any payment obligation of the Subscriber, and the sections and subsections titled Definitions, Limitations, Warranties and Disclaimers, Limitation of Liability, Confidentiality, Indemnification, Effect of Termination, and Miscellaneous will survive expiration or termination of the Agreement for any reason. Upon termination of the Agreement, other than permitted under clause 12.1, the Subscriber shall immediately pay all amounts due under the Agreement. If the Subscriber expressly requests in writing that the Company assist with retrieving the Subscriber's Content, including but not limited to its DICOM data, as part of the termination of the Agreement, the process and schedule as outlined in Exhibit E will be followed subject to the agreement in writing of the Parties as to the charges for such services.

13. PROFESSIONAL SERVICES

13.1 Scope of Applicability. The provisions of this clause 13 shall apply solely to Professional Services, where such Professional Services are included in an Order Form or SOW. This clause 13 does not limit the operation of any other clauses of the Agreement, but in the event of any direct conflict between this clause 13 and other clauses with respect to the Professional Services, this clause 13 shall control. Notwithstanding clause 12.1, for purposes of any SOW, the Term of such SOW shall be as set forth in the applicable SOW or Order Form.

13.2 Provision of Services. Subject to clause 13.5, the Company shall use commercially reasonable efforts to perform the Professional Services in accordance with the applicable Order Form or SOW, and the Company represents and warrants that all Professional Services shall be provided in a professional and workmanlike manner.

13.3 Remedy. If notified in writing of any claim for the Company's breach of clause 13.2, Company will, at its option, (i) reperform the Professional Services so that they comply with clause 13.2; or (ii) terminate the portion of the affected Order Form attributable to such Professional Services and refund the fees attributable for such Professional Services. This clause states the Company's entire liability and the Subscriber's sole and exclusive remedy for the Company's breach of clause 13.2.

13.4 Suitability. The Company shall assign employees and subcontractors with qualifications suitable for the Professional Services described in the relevant Order Form. The Company may replace or change employees and subcontractors in its sole discretion with other suitably qualified employees or subcontractors.

13.5 Subscriber Responsibilities. The Subscriber shall make available in a timely manner at no charge to the Company all technical data, Subscriber Data, computer facilities, programs, files, documentation, test data,

sample output, or other information and resources of the Subscriber required by the Company in each case for the performance of the Professional Services, as well as anything specified in the applicable Order Form. Subscriber shall be responsible for, and assumes the risk of, any problems resulting from, the content, accuracy, completeness and consistency of all such data, materials and information supplied by the Subscriber. The Subscriber shall provide, at no charge to the Company, reasonable cooperation as the Company requires to perform the Professional Services.

13.6 Ownership. Ownership of all work product, developments, inventions, technology or materials related to any Professional Services (the “**Deliverables**”) shall be solely owned by the Company (except with respect to Subscriber Content, which shall remain the Subscriber’s sole property). Solely during the applicable Term and conditioned upon the Subscriber’s compliance with all the terms of the Agreement, the Company grants to the Subscriber a limited, nonexclusive, non-transferable, and non-sublicensable right to make use of the Deliverables.

13.7 Modifications and Change Orders. For the avoidance of doubt, modifications to the scope of any Professional Services shall become effective only when a document incorporating the relevant written change request is executed by authorised representatives of both Parties.

14. MISCELLANEOUS

14.1 Governing Law and Venue. Any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes and claims) shall be governed by and construed and interpreted in accordance with the laws of England and Wales and the Parties hereby irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales.

14.2 The Subscriber shall always comply with all international and domestic laws, ordinances, regulations, and statutes that are applicable to its purchase and use of the Software, Documentation, or Services hereunder, or otherwise in connection with its obligations under the Agreement.

14.3 Export. The Subscriber agrees not to export, re-export, or transfer, directly or indirectly, any technical data acquired from the Company, or any products utilising such data, in violation of relevant export laws or regulations.

14.4 Severability. If any provision of the Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of the Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Without limiting the generality of the foregoing, the Subscriber agrees that the section titled *Limitation of Liability* will remain in effect notwithstanding the unenforceability of any provision in the subsection titled *Limited Warranty*.

14.5 Waiver. Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

14.6 Remedies. Except as provided in the sections titled *Limited Warranty* and *Indemnification*, the Parties’ rights and remedies under the Agreement are cumulative. The Subscriber acknowledges that the Services, Software, and Documentation contain valuable trade secrets and proprietary information of the Company and its Third-Party Providers, that any actual or threatened breach of the sections titled *Intellectual Property* or *Confidentiality* or any other breach by the Subscriber of its obligations with respect to Intellectual Property Rights of the Company and its Third-Party Providers will constitute immediate, irreparable harm to the Company or its Third-Party Providers for which monetary damages would be an inadequate remedy. In such case, the Company will be entitled to immediate injunctive relief, including an order that any Software, Documentation, or any portions thereof, that the Subscriber attempts to import into any country or territory be seized, impounded and destroyed by customs officials. If any legal action is brought to enforce the Agreement, the prevailing Party will be entitled to receive its legal costs, court costs, and other collection expenses, in addition to any other relief

it may receive.

14.7 No Assignment. Neither Party shall assign, subcontract, delegate, or otherwise transfer the Agreement, or its rights and obligations herein, without obtaining the prior written consent of the other Party, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void; provided, however, that either Party may assign the Agreement in connection with a merger, acquisition, reorganisation or sale of all or substantially all of its assets, or other operation of law, without any consent of the other Party. The terms of the Agreement shall be binding upon the Parties and their respective successors and permitted assigns.

14.8 Force Majeure. Any delay in the performance of any duties or obligations of either Party (except the payment of money owed) will not be considered a breach of the Agreement if such delay is caused by union-related dispute, shortage of materials, fire, earthquake, flood, or any other event beyond the control of such Party, provided that such Party uses reasonable efforts, under the circumstances, to notify the other Party of the cause of such delay and to resume performance as soon as possible.

14.9 Independent Contractors. The Subscriber's relationship to the Company is that of an independent contractor, and neither Party is an agent, employee, or partner of the other. The Subscriber will not have and will not represent to any third party that it has, any authority to act on behalf of the Company.

14.10 Notices. Each Party must deliver all notices or other communications required or permitted under the Agreement in writing to the other Party by electronic mail, by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognised express mail service. Notice will be effective upon receipt or refusal of delivery. If delivered by certified or registered mail, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, any such notice shall be considered to have been given on the delivery date reflected by the courier or express mail service receipt. Each Party may change its address for receipt of notice by giving express notice of such change to the other Party.

14.11 Counterparts. The Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

14.12 Status. Nothing contained in the Services will be construed as to make a representation or warranty, express or implied, regarding the accuracy or completeness of the data and information contained in the applicable product. The Service provided under the Agreement and all content provided in conjunction with them are for informational purposes only and do not constitute and should not be construed as a recommendation or the provision of any medical, legal or other advice of any nature whatsoever. Subscriber understands and agrees that any decisions it makes on the basis of any information provided under the Agreement are made solely at its own risk and Company has no responsibility or liability arising from such decisions.

14.13 Third Party Rights. The Parties confirm that it is not their intention to confer any rights on any person who is not a party to the Agreement by virtue of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

14.14 Third-Party Software. The Services may allow the Subscriber to use and connect certain third-party software or products, excluding the Software, ("**Third-Party Software**") in conjunction with Subscriber's use of the Services. The Company is not liable for and makes no representations or warranties as to such Third-Party Software and the Subscriber irrevocably waives any claims against the Company with respect of such Third-Party Software.

14.15 Entire Agreement. The Agreement is the final, complete and exclusive agreement of the Parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the Parties with respect to such subject matters. This Agreement in particular supersedes the previous agreement between Subscriber and Company (the "**Preceding Contract**"), which Preceding Contract is hereby terminated by the Parties as of the Agreement Start Date and provided that nothing under this Agreement relieves Subscriber of any liability for fees due under the Preceding Contract that are attributable prior to the Agreement Start Date. To the extent that the Subscriber owes fees under the Preceding Contract that are attributable from the Agreement

Start Date onward, such fees shall be treated as waived, and only those fees due for the Term of this Agreement shall be applicable during such period of time. Any fees that have been prepaid under the Preceding Contract that are attributable from the Agreement Start Date onward shall be applied to the fees due from the Subscriber under this Agreement. For the avoidance of doubt, this clause does not relieve Subscriber of any liability for the fees due pursuant to this Agreement. No modification of or amendment to the Agreement, or any waiver of any rights under the Agreement, will be effective unless in writing and signed by an authorised signatory of the Subscriber and the Company.

Exhibit A: Software Services

Subject to the terms and conditions of the Agreement, the Company will provide to the Subscriber the following Software and Services:

1. The Company will provide access to and use of the Software listed in the Order Form and associated Applications in accordance with the terms and conditions of the Agreement.
2. **Access.** The Services and Documentation will be made available to the Subscriber within three (3) days after the Agreement Start Date.
 - a. The number of Authorised Users or Authorised Facilities, and Applications and other terms for which the Subscriber has paid the required fees is set forth in the Order Form. the Company and/or its suppliers may audit applicable records in order to verify the Subscriber's compliance with the Authorised User parameters.
3. **Support.** During the Term, support provided to the Subscribers account Administrator(s) shall comprise the following:
 - a. **Error Corrections.** The Company will use commercially reasonable efforts to correct all Errors in the Software reported by the Subscriber in writing to the Company. The Company will utilise remote diagnostic procedures whenever possible for Error diagnosis and Error Correction. The Company may not issue Error Corrections for all Errors.
 - b. **Improvements.** During the Term, the Company may, in its sole discretion, provide the Subscriber with updates, upgrades, enhancements, and any other improvements that the Company then generally offers to other Subscribers to the Service. Custom enhancements can be requested as set forth in Exhibit and may incur additional costs.
 - c. **Additional Support.** The Company will provide support as set forth in Exhibit D (the Subscriber's Services Support Guide).
4. **Exclusions.** The Company shall have no responsibility or liability of any kind, whether for breach of warranty or otherwise, arising or resulting from:
 - a. the Subscriber's or Authorised Users' use of any version of the Software or the Services other than the then-current, unmodified version provided to the Subscriber;
 - b. any problems which are not Errors;
 - c. problems caused by failed Internet connections or other hardware, software or equipment which is not owned, controlled or operated by the Company;
 - d. nonconformities resulting from misuse, fraudulently or in connection with a criminal offence, abuse, negligence, or improper or unauthorised use of all or any part of the Services, Software, or Documentation;
 - e. problems or Errors caused by the Subscriber's, Authorised Users', or other third party's products, services or equipment;
 - f. the upload, storage, sharing or use of patient data for which the Subscriber does not have appropriate approval or is legitimately allowed to do so by law;
 - g. modification, amendment, revision, or change to the Software or the Services by any party other than the Company or the Company-authorized representatives. Any use of or reliance on data or data output contained in the Software or the Services is the Subscriber's and its Authorised User's sole responsibility.
 - h. any use that infringes the Intellectual Property or other rights of any third party or individual to the extent that the Subscriber may be aware of such Intellectual Property Rights;
 - i. use which may adversely affect the Company's reputation or goodwill or that of its licensors.

- j. uploading, sending or sharing unsolicited advertising or promotional material using the Services, for purposes other than the original intentional use of the Services.
- 5. **The Subscriber Responsibilities.** It shall be the Subscriber's sole responsibility to perform those specific services that are necessary to establish the Subscriber's or Authorised Users' use of the Software, Documentation, and Services. This includes but is not limited to: (a) providing employee lists to setup Authorised User accounts and (b) designating Authorised Users to participate in training.

The Subscriber or the applicable Subscriber Facility will, at the Subscriber's sole cost and expense, purchase, install, maintain, provide and pay for all other equipment and services required to utilise the Services, including radiology equipment, computers, and telecommunications equipment and services. The Subscriber warrants that the Subscriber and the Subscriber Facilities will comply all laws applicable to the Subscriber in the manner in which the Subscriber and the Subscriber Facilities utilise the Services.

The Subscriber and the Subscriber Facilities will follow the written instructions provided by the Company related to the operation of the Service, including but not limited to instructions on methods of data capture and transmission necessary for secure transmission of images and instructions on limiting access to the Services, consistent with applicable laws, regulations and policies of the Subscriber.

The Company may suspend username and password access to the Services if at any time the Company considers that there is or is likely to be a breach of security or infringement of its Terms and Conditions of use.

The Subscriber will indemnify the Company and its Third-Party Providers and will keep the Company and its Third-Party Providers indemnified against all costs, claims, losses, liability and expenses that arise out of any breach of the Agreement by the Subscriber and/or its Authorised Users.

- 6. **Other Services, Terms and Conditions.** The Company's services outside the scope of the Agreement, if any, shall be provided pursuant to the Company's then-current applicable services policies and procedures, including, at a minimum, execution of the Company's then-current consulting/professional services agreement and payment of the Company's then-current fees for such services, plus the Company's reasonable costs and expenses incurred in providing such services.
- 7. The Subscriber must comply with the terms of the Agreement and;
 - a. comply with all applicable laws and regulations with respect to the Subscriber activities and legal responsibilities as a Data Controller under the Agreement and those of the Subscribers Authorised Users, including the uploading and downloading of diagnostic studies and the use of any personal data relating to individuals;
 - b. comply with any reasonable directions given by the Company in connection with the use of the Services and will ensure that all Authorised Users also comply;
 - c. use the Services only for the purposes of transmitting, storing and sharing diagnostic studies between the Subscriber and the approved Authorised Users to enable those Authorised Users to report their findings and diagnosis as part of their obligations;
 - d. unless specifically agreed and granted by the Company, the Subscriber will not re-sell the Service or its functionality to any third party, and ensure that all the Subscriber Authorised Users comply with the restrictions in this paragraph; and
 - e. take such reasonable steps and implement such reasonable procedures as are necessary to prevent unauthorised use of the Services;
 - f. be responsible by appointing a permanent administrator of the service to ensure the security and proper use of user names, passwords and security checkwords used in connection with the Services by Authorised Users and must take all reasonable steps to ensure that these are kept confidential, used properly and not disclosed to unauthorised people; and
 - g. immediately notify the Company in writing if there is any reason to believe that a user name, password or security checkword has or is likely to become known to someone not authorised to use it or is being or is likely to be used in an unauthorised way. The Company may disable such passwords and access to the

Services if the Company reasonably believes that there is or may be any security breach or unauthorised use.

Exhibit B: Service Level Agreement

1. **Definitions.** Capitalised terms not otherwise defined in the Agreement will have the following meanings:
 - a. **"Business Day"**: Monday to Friday, including the Subscriber's holidays.
 - b. **"Conditioned Power"**: power that is clean and regulated such that it produces constant current.
 - c. **"CIMAR Gateway"**: the software provided by the Company to harvest imaging studies and send studies to DICOM destinations.
 - d. **"CIMAR Suite"**: the software licence and Applications provided by the Company, also referred to as DG PACS software which is the name as registered with the FDA.
 - e. **"Response"**: the Company's acknowledgement of the Subscriber's service request and initiation of restoration procedures by appropriate Company personnel.
 - f. **"Resolve"**: in all forms, to return to expected functionality.
 - g. **"Site"**: any location at which the Subscriber wants an access node or browsing node installed.
 - h. **"Workaround"**: a temporary error correction or alternate process that does not impose additional cost of burden on the Subscriber or any Authorised User and does not impair any functionality of the Services but does temporarily solve a problem.
2. **Basic Service Levels.** The following features will be monitored, reported and specific service levels will be established as follows:
 - a. **Overall:** All imaging studies that are transported and archived will be accurate as guaranteed via a binary hash associated with each study that is checked at each point the study is moved.
 - b. **Service Level (System Level Uptime):** determined as a percentage of time in a month that the system is available and functioning properly as defined below. The Company can upon request provide uptimes listed in the table below for the specific Services or Software listed (and for the avoidance of doubt, this Service Level Agreement does not apply to any other Services or Software). Recurring maintenance windows, scheduled downtime, and emergency updates are excluded from the system level uptime percentage calculation. Additionally, any outages caused by (i) the Subscriber environment (i.e. the Subscriber internet connection is down, power outage at the Subscriber Site, etc.); (ii) scheduled or emergency maintenance; (iii) a force majeure event; or (iv) transition to a disaster recovery following a disaster, will not be considered when determining System Level Uptime.

System Component/Function	Service Level ("System Level Uptime")
CIMAR Suite	99.80%
CIMAR Gateway	99.80%
[x]	[x]

If the System Level Uptime is between:

(a) Ninety-nine and seventy-nine hundredths' percent (99.79%) to ninety-five percent (95%) in any given month, Subscriber shall receive a credit equal to five percent (5%) of that month's Total Recurring Monthly Fee;

(b) Ninety-four and nine-tenths percent (94.9%) and below in any given month, Subscriber shall receive a credit equal to ten percent (10%) of that month's Total Recurring Monthly Fee.

The aforementioned credits set forth the Subscriber's sole remedy for a failure in any month to meet the 99.80% System Level Uptime.

(c) CIMAR Gateway will begin the process of moving the imaging data to CIMAR Suite within five (5) minutes after receiving the study from PACS or modality based on bandwidth availability and existing storage queue.

3. **Recurring Maintenance Windows**: Periodically (typically once every month) as new release features are deployed and as security measures require, The Company infrastructure will be taken offline from 23:00 GMT for up to 2 hours typically, or as needed, for regular maintenance and application of upgrades. CIMAR Suite may not be available during this time.
4. **Imaging Study Retention Period and Purge Rule**: Imaging studies will be retained by the Company so long as the service is active, and account is in good standing. No study is ever deleted from CIMAR Suite without expressed written consent of the Subscriber so long as the account is in good standing. Additionally, study deletion and purge control is available to Authorised Users via CIMAR Suite and is the Subscriber's sole responsibility to set, manage and operate.
5. **Reporting**: CIMAR Suite provides for self-service reporting. The Subscriber can run reports in the Analytics section of CIMAR Suite on demand. Available metrics include studies created, studies viewed, studies shared and studies' source for a wide range of data parameters. Detailed Study Reports are also available to permitted users to download a CSV based on filter requests and parameters.
6. **Ad hoc Reporting**: In the event of an emergency or critical event requiring downtime to Resolve, the Company will use best efforts to notify the Subscriber before taking the system down and will provide a full downtime report the next business day. In the event of an unscheduled downtime, the Company will notify the Subscriber within one hour that the system is down. The Company will then notify the Subscriber within one hour once the system is returned to normal operating condition.
7. **New Product Releases**: The Company has on average 4 annual releases, scheduled solely at the Company's discretion, which will take place at 23:00 GMT when they occur. During the release, the system may be taken offline for up to 2 hours.
8. **Service Level Effective Date**: The Company will be required to meet the service levels upon the latter of the Contract Start Date or date of signature of the Agreement as stated in the Order Form.
9. **Data Accuracy**: Data successfully stored in CIMAR Suite is guaranteed accurately to represent the data that was uploaded. A binary hash will be used to ensure data accuracy each time the study is distributed/transmitted. The Company is not liable for the PACS data integrity and is only liable to properly manage the data that is sent to the CIMAR Gateway or web uploaded into CIMAR Suite.
10. **Disaster Recovery**: In the event of a disaster in which the Company's call centre is not available to provide support, the Company agrees to notify the Subscriber within two hours. The Company also agrees to keep the Subscriber advised every twenty-four (24) hours of its progress in restoring normal operations.
11. **Obligation to Produce the Subscriber Data**: If the Subscriber is notified of its obligation to produce stored

image data pursuant to court or administrative requirements or legal orders, the Subscriber will notify the Company within seventy-two (72) hours of receiving such order. The Company agrees to cooperate by following procedures and instructions provided by the Subscriber within three (3) days of receipt of such instructions.

12. **Insolvency of Transfer or Ownership**: The Company agrees to notify the Subscriber within five (5) business days if it becomes insolvent or there is a transfer of ownership. If the Subscriber learns of or is notified of the Company insolvency, the Subscriber can pursue remedies under the Agreement to cure unpaid invoices to vendors who are storing/processing the Subscriber data or otherwise involved in providing services under the Agreement. The Company will become liable for reimbursement for any amounts paid. The Company agrees to provide the Subscriber with information and cooperate so that the Subscriber can invoke its right to negotiate directly with vendors of data centres who are storing, processing, or otherwise involved in providing services as third parties to the Subscriber.

Exhibit C: (Example) Statement of Work (“SOW”)

Work Deliverables and Estimates: This statement of work defines the scope of work involved in deploying the Company solution at the Subscriber.

Discovery Phase

- **Requirements gathering session.** A requirements-gathering session will be held with the Subscriber to ensure that all requirements are understood.
- **Requirements Brief document.** A document that describes in detail all the requirements associated with the account build and its workflow. The Subscriber sign-off is required before proceeding to the following steps.

Build Phase

- **Account build and configuration** - including but not limited to creating a white labelled account, user setup, roles, routing rules, custom fields, reporting templates.
- **CIMAR Gateway installation.** The CIMAR Gateway will be installed on-site as needed. Please note that the Subscriber will provide the hardware on which the Gateway will be installed.
- **Web Upload Tool.** The CIMAR Web Uploader will be integrated into the Subscriber's website for ad-hoc uploading as needed or available as a freely distributable hyperlink.
- **Alpha review.** Initial review with the Subscriber of <vanity>.cimmar.co.uk. to familiarise the Subscriber's representatives with the CIMAR Applications and workflow in preparation for user acceptance testing.
- **Training material** for end users. CIMAR will provide training materials in the form of standard CIMAR Documentation and up to one hour of edits as requested by the Subscriber.

Testing Phase

- **User acceptance testing.** The Subscriber is responsible for all elements of user acceptance testing including test case writing and test case execution. The Company will answer any questions as needed.

Deploy Phase

- **Administrator training** - Train the trainer approach. Training is captured in part by participation in the Discover, Build and Test phases. Initial administrator training is part of the scope of this SOW.
- **End-user training.** The Company will train the Subscriber's administrator users, who will train the Subscribers End Users. For additional fees, CIMAR can provide end-user training sessions if required. The training will be conducted virtually.

Go Live Phase

- **Go-Live** - The Company's Professional Services personnel will support the Subscriber in the four weeks after go-live. After this four-week period, the Subscriber will be in steady state and will be transitioned to the Company Support Services Team.

Delivery Approach: The work described in this SOW will be delivered remotely. In person deployment will be project specific and costed as per standard SFIA.

Pricing and Billing: This is a fixed fee project, as outlined in the Order Form. The Company will invoice upon signing of the Agreement. The Company reserves the right to adjust prices and terms throughout the term should requirements change, or usage alter from that initially predicted.

Expenses: If the Subscriber requires the Company to travel on site for any of the work described in our standard SFIA, the Company will bill the Subscriber for these expenses at the incurred cost of the expenses.

Expiration: This SOW expires thirty (30) working days after the Contract Start Date of the Agreement. The Subscriber must plan on being live within thirty (30) working days of the Contract Start Date.

Change Orders: If the Subscriber requires additional work that is outside of the scope of this SOW from the Company Professional Services personnel, a change order will be issued. The additional work will be performed on a time and materials basis at the Company's standard rate card, Appendix A.

Exhibit D: The Subscriber's Services Support Guide

The Company's approach to support is to do whatever it takes to satisfy our Subscribers. The details of how we support Subscribers is important and are described below. When problems occur, we are here to assist with the following support services.

The Company will train the Subscriber's administrator users (2 at a minimum is recommended) to manage the services you use, and you agree to provide support for use of the service and user interface (UI) to your Authorised Users that you register on the system or are registered in your account. Your Administrators will be responsible for managing and configuring all User Interface settings and workflows for your User community. This will be deemed "First Line Support" and we will help you train your support staff for this purpose (see 3.2). All subsequent user interface functionality, installations, connections, and operational issues will be dealt with by you or by a CIMAR Professional Services Statement of Work.

The Company will provide "Second Line Support" to the Subscriber, which is deemed to cover all system errors that only relate to the service we provide to you and which are not operator or operation errors including connectivity errors. When you escalate an error to us via email or telephone, we will prioritise the tickets based on the information provided and endeavour to find an immediate solution or Workaround. If it is not possible to Resolve the error in this manner, we may have to take the service offline for a period to repair, fix, debug, and rectify the problem. We will advise you in advance if this is necessary and keep you informed of all and any remedial development while bringing the service back online.

Any terms defined elsewhere in this Agreement shall have the same meaning in this Exhibit.

1st Line Support (Provided by Subscriber administrator users to Subscriber users)

- Verifying entitlement to receive support.
- Taking the initial call or email from your Authorised User/s.
- Checking the list and documentation of known problems and Workarounds.
- Implementing resolution to known problems or assisting the User with a Workaround where feasible.
- Isolating, identifying, and reproducing unknown problems reported by the Authorised User.
- Researching a Workaround or other solution to an unknown problem.
- Completing an initial investigation into the issue to assist with issue priority classification
- Escalating the issue to Second Level Support if unresolved at this level.
- Advising your Authorised User/s of status changes related to reported problems.
- Making workflow or UI changes as required by your User community.

2nd Line Support (Provided by CIMAR Support to the Subscriber administrator users)

- Confirming the severity level of the problem.
- Further investigating and analysing the problem.
- Providing a resolution of problems with known corrections or Workarounds.
- Escalating an unknown problem to our Engineering team.
- Researching a Workaround or other solution to an unknown problem.
- Providing assistance with more complex configuration problems.
- Advising your Authorised Administrator User/s of status changes related to their reported problem.
- Advising on any required remedial actions caused as a result of an issue or incident.
- Ongoing training as required for new feature releases and their operation/configuration.

Hours of Operation

The CIMAR Support desk is available 9am – 6pm Monday to Friday not including bank holidays. Additional Extended support services are arranged separately by contract on request.

Your Authorised Administrator User(s) may contact CIMAR by (i) sending an email to support@cimar.co.uk (ii) calling the support line at +44 (0)203 904 0330, or (iii) submitting a ticket via the support portal.

Contact to any other address or phone number does NOT constitute notice.

Incoming support requests are prioritised and resolved according to the severity levels and Response times as defined below. CIMAR will acknowledge all requests for support within two (2) hours of receipt. This acknowledgement will include a ticket number and assigned severity level as described below:

Priority 1 (Critical)

Definition: Components of the CIMAR Suite are inaccessible to all users and/or multiple business units, or it might impact patient safety.

Examples: (i) CIMAR Gateway is not uploading or distributing studies or HL7, (ii) users are unable to access images or reports in CIMAR Suite, or (iii) CIMAR Suite is down. No workarounds are available.

Response Time

30 minutes

Resolution Time

CIMAR will use all reasonable efforts to return CIMAR Gateway or CIMAR Suite to production status within 4 hours-of notification.

Priority 2 (High)

Definition: Components of the CIMAR Suite are experiencing performance degradation affecting multiple users.

Examples: (i) General platform degradation – performance is noticeably slower, (ii) a previously working component/workflow is now broken, (iii) unable to view a specific study or report, (iv) study or HL7 transfer issues with a site.

Response Time

2 Hours

Resolution Time

CIMAR will use its best efforts to resolve the problem within five working days of receipt of notification of the problem.

Priority 3 (Medium)

Definition: The CIMAR Suite is operational but specific components are causing a problem with limited impact.

Examples: (i) Accelerator issues, (ii) intermittent issues with gateway activity, (iii) 2FA pins not being delivered,

Response Time

4 Hours

Resolution Time

CIMAR will use its best efforts to resolve the problem within 10 working days of receipt of notification of the problem.

Priority 4 (Low - Information or Enhancement request))

Definition: Assistance on how to use a CIMAR suite feature or a request for additional functionality not currently supported.

Examples: (i) understanding how to use certain features (note depending on use case additional training may be required as outlined in Appendix A) (ii) request for a new feature or functionality to be developed (note – depending on request this may fall under 'Additional Services'.

Response Time

72 Hours

Resolution Time

To be determined on a case-by-case basis.

Requirements and Exclusions

Requirements

Where CIMAR Gateways are deployed as part of your workflows, the gateway requires a host PC or server provided and maintained by you, and the Gateway and CIMAR Suite require Internet access to work for all users of the Service, wherever they are located – all connectivity matters are your responsibility. Conditioned Power is required for all machines on which CIMAR Gateway is installed.

Exclusions

The following are outside the scope of (and may limit CIMAR's ability to provide adequate) Support Services:

1. All software or other computer system problems caused by:
 - a. Operator error or incorrectly set UI configurations implemented by your Administrator
 - b. Your and/or your End User's equipment and its internet connectivity
 - c. Any failure to follow the procedures outlined in documentation provided by CIMAR
2. Modifications made to the software by any person or entity other than CIMAR or made without

CIMAR's approval or direction, including modifications made to the hardware or operating system outside of the scope of the recommended Gateway Host or user computer configuration outlined in the Documentation as provided by CIMAR.

3. Problems caused by failure to implement corrections recommended by CIMAR.
4. Problems occurring due to Third Party Software, including non-validated versions of anti-virus software or policy control utilities.

Exhibit E: The Subscriber Data Migration Process and Procedures in the Event of Termination

If the Subscriber expressly requests in writing that the Company assist with retrieving the Subscriber's Content, including but not limited to its DICOM data, as part of the termination of the Agreement, the process and schedule as outlined below will be followed:

1. The Subscriber will notify the Company of the Subscriber's requirement to retrieve its Content within ten (10) business days of the Subscriber's termination request. The Subscriber's notification of its intent to retrieve the Subscriber Content must be via electronic mail to either the Company CTO or the Company CCO.
2. If the Subscriber does not provide notification of its intent to retrieve the Subscriber's data within ten (10) business days of the Subscriber's termination request, the Company is authorised to begin the account decommissioning process, including but not limited to the suspension of Services and deletion of the Subscriber Content currently hosted by the Company.
3. If the Subscriber wishes to proceed with a data migration process the Subscriber must provide in writing all data that they wish to migrate including but not limited to DICOM studies, associated reports contents (specify relevant and required format e.g. HL7, PDF, HTML), active users.
4. The Company will assess the requirements and provide a SOW including a list of requirements to complete the migration which may include support for the vendor to which the data will be migrated. The company will make best efforts to deliver this SOW within 30 days however the complexity of the migration job and dependencies on 3rd parties to provide the required information may impact this deliverable.
5. The Subscriber will (i) provide an adequate and Subscriber-owned data migration server to the Company within thirty (30) calendar days of the Subscriber's notification of intent to retrieve the Subscriber Content, or (ii) lease a migration server from the Company, for which the Company may charge the Subscriber a fee. The Subscriber is responsible for shipping costs associated with shipping the data migration server.
6. If the Company does not receive an adequate and Subscriber-owned data migration server within thirty (30) calendar days of the Subscriber's notification of intent to retrieve the Subscriber Content, or does not notify the Company in writing of its intent to lease a migration server from the Company, the Company is authorised to begin the account decommissioning process, including but not limited to the suspension of Services and deletion of the Subscriber Content currently hosted by the Company.
7. Once terms have been agreed for migrating the Subscribers data, the Company will install the data migration server in the Company's data centre so that the Subscriber Content can be migrated to the migration server. The Company will provide temporary access to a Company-provided Gateway server for the duration of the data migration only. The Gateway server will facilitate the migration of data from the Company's storage nodes to the migration server. The Company will (i) install the migration server, (ii) provide space in its data centre, (iii) provide temporary access to its Gateway server, and (iv) provide access to its leased Internet service for which charges may be applicable.

8. Once the migration server has been installed in the Company's data centre and connected with the Company's Gateway server, the data migration can begin. The Company will provide the Subscriber with a report that includes (i) the study instance UIDs, (ii) the number of images per study instance UID, and (iii) total data size. Once the Subscriber has this report, the Subscriber can choose to either (a) manage the remaining data migration activities on its own, or (b) hire the Company to manage the remaining data migration activities, subject to the terms as described in this paragraph.
9. Data migration activities include but are not limited to using the CIMAR Suite API to push data from CIMAR Suite to the Subscriber's data migration server and confirming all images have successfully arrived on the Subscriber's data migration server. If the Subscriber chooses to

manage the data migration on its own, the Subscriber is expected to migrate the data from CIMAR Suite to the Subscriber's data migration server at a minimum of 1 TB per calendar week (i.e. 7 days). If data migration time to completion takes the Subscriber longer than the reasonably expected number of calendar week(s) as calculated by the total data size divided by the expected migration rate of 1 TB per calendar week, the Company may charge the Subscriber for hosting non-migrated Subscriber data. For the avoidance of doubt, any partial calendar week shall be deemed a full calendar week for purposes of calculating any fees owed to the Company by the Subscriber.

10. If the Subscriber chooses to hire the Company to perform the data migration activities, the Company may charge the Subscriber a fee for providing these services.
11. Once the Subscriber Content has been migrated to the migration server and the Subscriber requests the Company to send the migration server to the Subscriber, the Company will ship the migration server as requested. The Subscriber is responsible for all shipping costs.
12. Thirty (30) days from the Subscriber's successful receipt of migration server, the Company is authorised to begin the account decommissioning process, including but not limited to the suspension of Services and deletion of the Subscriber Content.

Exhibit F: Data Processing Content and Activity Described.

Description	Details
Subject matter of the Processing	The Services being provided relate to the provision of digitally receiving, hosting, viewing, sharing and general management of Radiology studies sent to the Subscriber for the purpose of their diagnostic use, opinion or reporting.
Duration of the Processing and retention and destruction of the data one processing is complete	The Processing of data by the Provider will continue for the duration of the Services Agreement. Retention of the data will be maintained by the service for [30] days, after which automated purge rules will delete all trace of each purged record, apart from audit trail/logs recording actions applied to the data, unless alternatively specified by the subscriber.
Purpose and nature of the Processing	The Processing of Personal Data under the Agreement will be carried out by the Company for the purpose of the Subscribers requirement to provide diagnostic opinions and/or reports as instructed by the Subscribers client. The Processing will consist of uploading medical images as sent by digital systems connected to the Service either by manual or automated process. Received images will be hosted, listed and made available to users that the Subscriber manages and permits. The company has no responsibility relating to which users the Subscriber permits or the functionality they are permitted. Permitted users are role-based, and their permissions accord with configurations managed by the Subscriber as administrators of the account within the service. All record, data, user, and activity of each is recorded as an audit within the system, which the Subscribers administrator can access at any time. Diagnostic reports completed by the Subscriber may or may not be automatically returned to the originating Subscriber Client. Such configuration and management are the responsibility of the Subscriber to administer.
Types of Personal Data to be Processed	The types of Personal Data that shall be Processed in accordance with the Agreement may include: • Patient names, telephone numbers, email address, postal address, gender, age and related health information. The types of Special Categories of Personal Data that shall be Processed in accordance with the Agreement will be: • Health data • Radiology Images (which may or may not identify a living individual). • Diagnostic reports No information revealing the following will be processed [to the best of both Parties knowledge]: racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning a natural person's sex life or sexual orientation

Categories of Data Subject	The categories of individuals whose Personal Data is Processed in accordance with the Agreement will be: • Patients referred by the Subscribers Clients
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Sub-processor	Country(ies) where data will be Processed and description of Processing	Address for the Sub-processor
Amazon Web Services Inc	U.K. Provides hosting services	1 Principal Place, London, Worship Street, EC2A 2FA

Appendix A

Professional Services Costs

Service	Per	Unit Price	Units
Technical Support (Onsite)	Each	£650	1/2 Day
Technical Support (Onsite)	Each	£1200	Full Day
Additional Training (Remote)		£175	Hour (or part of)
Additional Training (Onsite)	Each	£650	1/2 Day
Additional Training (Onsite)	Each	£1200	Full Day
Data Migration Services	Project	N/A	/Tb
Professional Services		£175	Hour (or part of)