CIMAR UK LTD - SERVICE AGREEMENT

FOR PROVISION OF IMAGING CLOUD SERVICES

Company and Address:

Invoice Email Address(es):
Invoice Contact Name:

Subscriber Order Form - Terms and Conditions

Agreement Start Date:	
Agreement End Date:	
Renewal:	
Payment Method:	
Quotation Ref:	
Billing Terms:	
Payment Terms:	
Billing Frequency:	

Software and Services

Product Order Description	One-Off	Per Month
Cimar Suite Monthly software subscription for uploading, viewing, sending, and archiving diagnostic imaging and reports. Please see full pricing chart on page 3. Included Study uploads: 42 Authorised Users: Unlimited		
Implementation/Setup Services per Account Account configuration and training as outlined in the Statement of Work.		

Additional Pricing Schedule

Service	Per	Unit Price	Unit	Client Implemented	Cimar Implemented
Additional Studies	Study	£	Study		
Cloud Storage Used (long term)	Month	£	GB		
API – REST Integration	Month	£0.00	Namespace Instance		
Onsite Technical Support	Each	£500	½ Day		
Remote Technical Support (incl. API Support)	Each	£200	Hour (min ½ hr)		
Additional Training	Each	£100	Hour		
Additional Site and Workflow Modification	Each		Hour	Free	£200

Gateway Installations. Includes remote installation at a scheduled time (to be arranged prior) and 60 minutes of troubleshooting. Additional troubleshooting £200 per hour, min 1/2 hour.	Each		Gateway	Free	£1000
New User Set-Up - (if Cimar required to do this and manage login comms with users)	Each		User	Free	£100
IG Support, including additional support/documents creation.	Each	£200	Hour		
Data Migration Services	Project	£	Study		

Note:
1. *Prices are: exclusive of VAT, and other Sales Taxes if applicable.*
2. *Prices quoted are aligned to the Subscribers acceptance of a formal Quotation provided by the Company*
3. *The Company reserves the right to alter pricing up or down, giving the Subscriber no less than 30 days before applying changes to the above prices.*
4. *Cimar Suite Licence: is charged monthly in advance. Additional usage (uploads and storage) is charged retrospectively for the preceding months use.*
5. *Billing Terms: Agreed account Set-Up Fee to settled before building the account and starting service.*
6. *Agreement Start Date: Monthly Service Billed on the 1st (or there about) of each month, the first bill pro-rata.*
7. *Payment: Set-up fee and monthly licence to be paid via GoCardless as per terms outlined in the service agreement.*

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

[   ] Yes – Please complete below

PO Number:

PO Amount:

Upon signature by the Subscriber and submission to Cimar UK Ltd. ("the Company"), the Agreement and Order Form shall become legally binding unless the Agreement and Order Form is rejected by the Company for any of the following reasons: (i) the signatory below does not have the authority to bind the Subscriber to the Agreement and Order Form, (ii) changes have been made to the Agreement and Order Form (other than completion of the purchase order information and the signature block), or (iii) the requested purchase order information or signature is incomplete or does not match the Company's records or the rest of the Agreement or Order Form. Subscriptions are non-cancellable before the Contract End Date.

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

The Subscriber's Signature	**The Company's Signature**
	Cimar UK Ltd
Signature:	Signature:
Name / Title (Print):	Name / Title (Print):
Date:	Date:

CIMAR UK LTD SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service (**"SaaS"**) Agreement together with all Exhibits annexed hereto, (the **"Agreement"**) is made and entered into on the **"Contract Start Date"**, as stated in the Order Form, by and between Cimar UK Ltd (**"the Company"** and Data Processor), and **"the Subscriber"** and Data Controller, as stated in the Order Form. In consideration of the mutual promises contained herein, the parties hereby agree to the following:

1.   BACKGROUND. The Company exclusively hosts and provides certain Software (defined below), which it provides as part of its Services (defined below). The Subscriber wishes to utilise the Services, and the Company desires to make the Services available to the Subscriber, subject to the following terms and conditions.

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   "Application" means a specific service offered by the Company and its licensors as part of the Services.

2.3   "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.

2.4   "Authorised User" means any individual who is authorised by the Company and/or the Subscriber to access the Services.

2.5   "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.

2.6   "Error" means a reproducible failure of the Software to substantially conform to the Documentation.

2.7   "Error Corrections" means bug fixes or Workarounds intended to correct Errors in the Software.

2.8   "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.

2.9   "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).

2.10 **"Professional Services"** means the ongoing support included with the Software licence and the professional support services described in the Agreement, including but not limited to the professional support services set forth in Exhibits A, B, C and D.

2.11 **"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.

2.12 **"Software"** means (i) the Cimar Suite software license (provided by the Company under exclusive license from Ambra Health inc), also referred to as DG PACS software which is the name as registered with the FDA, (ii) other software programs or licenses as set forth on the Order Form and as described in Exhibit A (Software Services), (iii) ongoing support, as is further described in Exhibit C (Statement of Work), and (iv) any associated user interfaces, related technology or Applications that the Company makes available pursuant to the Agreement.

2.13 "**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).

2.14 **"the Subscriber Content"** means any content developed by the Subscriber and used with the Software which incudes, without limitation, all images, notes, reports, records and other data generated by either (a) the Subscriber; or an Authorised User of the Subscriber, or (b) end users of the Subscriber (the content described in clauses (a) and (b) is collectively referred to as the "**the Subscriber Data**").

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 Contract Start Date, the Company shall provide to the Subscriber the necessary passwords, 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.

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.

3.3 **HIPAA Compliance**. In accordance with international recognition of this compliance standard, the Company acknowledges that the Services have been designed to be in compliance with the Health Insurance Portability and Accountability Act of 1996 as amended (**"HIPAA"**) as of the Contract Start Date. If new requirements are promulgated under HIPAA that are applicable to the Services, then the Company shall update the Services accordingly.

3.4 Consent to Use of Data. the Subscriber agrees that the Company may, consistent with applicable law, collect, aggregate, 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 a de-identified form, to improve its products or

to provide Services or Software updates to the Subscriber. The Subscriber acknowledges that the de-identification of data 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 de-identify applies only to de-identification for purposes other than the provision of Software or Services under the Agreement. The Company shall not use the Subscriber data for any purpose whatsoever save in support of the Subscriber or the Subscribers improved use of the Services, in accordance with the Company's obligations under the agreement.

3.4 **FDA Registration and Indications for Use**. The licensor of the Company has registered with the FDA a Class II Medical Device under the name DG PACS and 510(k) Number of K152977. DG PACS software is intended for use as a primary diagnostic and analysis tool for diagnostic images for hospitals, imaging centres, radiologists, reading practices and any user who requires and is granted access to patient image, demographic and report information. Cimar Viewer, a component of DG PACS, displays and manages diagnostic quality DICOM images. Lossy compressed mammographic images and digitised film screen images must not be reviewed for primary image interpretations. Mammographic images may only be interpreted using cleared/approved monitors intended for mammography display. Not intended for diagnostic use on mobile devices. Prescription Use (Part 21 CFR 801 Subpart D).

4.   INTELLECTUAL PROPERTY

4.1 **Licence Grant.** Subject to the terms and conditions of the Agreement, the Company grants to the Subscriber a non-exclusive, non-transferable 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 the Company's licensor and its suppliers. 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 the Company's licensor. 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 the Company's licensor and its suppliers. 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.

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. If the Subscriber wishes to add Applications or to increase 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 term. 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.

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 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 Us 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 ensure compliance with the

Agreement. The Company will give the Subscriber at least ten (10) 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. 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 Business Associate Agreement entered into between the Subscriber and the Company; 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 Authorised Users to access and use the features and functions of the Services as contemplated by the Agreement. User IDs cannot be shared or used by more than one Authorised User at a time.

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.

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 its agreement with any Subscriber which infringes third party copyright rights upon prompt notification to the Company by the copyright owner or the copyright owner's legal agent. 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
Kemp House,
152 - 160 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 Act 2018 ("DPA") and the EU General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR"), and any other applicable data protection legislation. For the purposes of this agreement   the following definitions shall have the meanings attributed to them in the GDPR: (i) Consent; (ii) Controller; (iii) Personal Data; (iv) Personal Data Breach; (v) Processing; (vi) Processor; (vii) Data Subject; and (viii) Pseudonymisation.

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

7.3   Personal Data shall not be disclosed to the Processor by the Controller 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 Controller represents, warrants and undertakes to the Processor that any disclosed Personal Data shall be Pseudonymised.

7.4   Personal Data shall only be Processed in accordance with the Controller'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 required to transfer the Personal Data to a third country or international organisation by law, the Processor shall inform the Controller of that legal requirement before processing, unless prohibited from doing so by the relevant law.

7.5   The Controller warrants, represents and undertakes to the Processor that it has obtained all necessary Consents from the relevant Data Subjects to Process their Personal Data and that it will comply with, and promptly respond to, and action all Data Subjects' requests for exercising their rights in accordance with Chapter III of the GDPR.

7.6   The Processor shall:

(a)   not disclose Personal Data to any person except as is required or permitted by the Agreement or with the Controller's prior written consent;

(b)   advise the Controller 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)   obtain the prior written agreement of the Controller to Process Personal Data outside of the European Economic Area, unless prevented from doing so by law, in which case the Processor shall inform the Controller of that legal requirement before Processing, unless applicable law prohibits the provision of that information;

(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;

(e)   taking into account 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; or

(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)   taking into account the nature of the processing, assist the Controller by implementing appropriate technical and organisational measures, insofar as this is possible, to assist the Controller in the fulfilment of the Controller's obligations in relation to the exercise of the Data Subject's rights as detailed in Chapter III of the GDPR;

(g)   cease processing and irretrievably delete or return any Personal Data, and any copies of such, to the Controller following termination of the Agreement or at the request of the Controller;

(h)   upon reasonable notice allow the Controller or its auditors to audit and otherwise inspect the Processor's compliance with the obligations of this clause 7 and/or to provide the Controller with all information necessary to demonstrate its compliance with the obligations set out in this clause 7;

(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 Controller without undue delay 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 DPA or the GDPR;

(k)   maintain a written (which may be in electronic form) record of all categories of processing activities it carries out on behalf of the Controller, 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;

    (iv)   a general description of the Security Measures;

(l)   not engage another Processor to carry out the Processing of such Personal Data unless it has:

    (i)   the prior specific or general written authorisation of the Controller. In the case of general written authorisation, when Processing the Personal Data the Processor shall inform the Controller of any intended changes concerning the addition or replacement of other Processors, giving it the opportunity to object to such changes; and

    (ii)   entered into a written contract with that other Processor containing the same data protection obligations as detailed in this clause 7.

8. WARRANTIES AND DISCLAIMERS

8.1   **Limited Warranty.** The Company warrants to the Subscriber that the Software will operate free from Errors 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 warranty gives the Subscriber specific legal rights, and the Subscriber may also have other rights which vary from jurisdiction to jurisdiction.

8.2   **Disclaimer.** To the maximum extent permitted by applicable law, the software, documentation, and services are provided "as is," and the company makes 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. 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. 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 this agreement, even if the relevant party has been notified of the likelihood of such damages.

9.2 **Amount of damages.** The maximum liability of the parties arising out of or in any way connected to this agreement shall not exceed 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 suppliers have any liability arising out of or in any way connected to this agreement. Nothing in this agreement shall limit or exclude either party's liability for intentional misconduct of itself or its employees or agents or for death or personal injury caused by the Company. Nothing in this agreement shall limit or exclude either party's liability for the intentional misconduct of that party or its employees or agents or for death or personal injury caused by that party.

9.3 **Basis of the Bargain.** The parties agree that the limitations of liability set forth in this section shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy. The parties acknowledge that the prices have been set and the Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the parties. Acceptance of this Agreement indicates acceptance of the express conditions contained in the Agreement. This Agreement shall prevail over any terms and conditions in the Subscriber order, invitation to tender, request for proposal or acceptance. No conduct by either party shall be deemed to constitute acceptance of any terms put forward by the other party other than terms set out herein. The terms of the Agreement may only be amended by express agreement in writing signed by an authorised representative of each of the parties. During this 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 30 days written notice of the same. If the Subscriber does not wish to continue this agreement on the new terms presented, the Subscriber may terminate this agreement with 30 days written notice to the Company.

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"**). The Disclosing Party will mark all Confidential Information in tangible form as "confidential" or "proprietary" or with a similar legend, and identify all Confidential Information disclosed orally as confidential at the time of disclosure and provide a written summary of such Confidential Information within thirty (30) days after such oral disclosure. Regardless of whether so marked or identified, the Software, Documentation, and all enhancements and improvements thereto 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.

9.4   Advertising & PR. The parties grant to each other the right to use their respective names in advertising or in any other appropriate public message. Approval by each party by the other is required for each such activity.

11. INDEMNIFICATION

11.1   By 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 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 Service 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.

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.**   Subject to earlier termination as provided below, the Agreement is for the Initial Service Term as defined by the Contract Start and End Dates specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least ninety (90) days prior to the end of the then-current term.

12.2   **Termination.**   Either party may terminate the Agreement immediately upon notice to the other party if the other party materially breaches the Agreement, and such breach remains uncured for more than thirty (30) days after receipt of written notice of such breach. The subscriber may terminate this agreement on 90 days written notice to the company at any time during the term, initial or otherwise.

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 DICOM data, 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 section 12.1, the Subscriber shall immediately pay all amounts due under 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. MISCELLANEOUS

13.1 **Governing Law and Venue.** This Agreement and any action related thereto will be governed and interpreted by and under English law. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the Agreement. 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.

13.2 **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.

13.3 **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*.

13.4 **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.

13.5 **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 licensors, 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 licensors will constitute immediate, irreparable harm to the Company or its licensors 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.

13.6 **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.

13.7 **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.

13.8 **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.

13.9   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.

13.10   Counterparts. This 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.

13.11   Entire Agreement. This 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. 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 <u>Order Form</u> 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 Contract 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 <u>Order Form.</u> 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 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.

    c. **Additional Support**. The Company will provide support as set forth in <u>Exhibit D</u> (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-authorised 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 Service, including radiology equipment, computers, and telecommunications equipment and services. The Subscriber warrants that the Subscriber and the Subscriber Facilities will comply with HIPAA and all laws applicable to the Subscriber in the manner in which the Subscriber and the Subscriber Facilities utilise the Service.

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 Service, consistent with applicable laws, regulations and policies of the Subscriber.

The Company may suspend user name and password access to the Service 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 licensors and will keep the Company and its licensors 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 End User Licence 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 Service and will ensure that all Authorised Users also comply;

c.   use the Service 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;

e.   take such reasonable steps and implement such reasonable procedures as are necessary to prevent unauthorised use of the Service;

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

8. The Company may suspend or restrict access to the Hosting Facility to enable us to carry out preventative or remedial maintenance and for other reasons beyond its reasonable control. The Company will use all reasonable endeavours to keep this time to a minimum necessary to complete those tasks and we will also keep the Subscriber informed of any scheduled maintenance or advise the Subscriber of any unplanned interruptions as soon as the Company becomes aware of such need.

9. The Subscriber is consenting to the Company making available the Subscriber's HIPAA Protected Health Information to Authorised Users of the Subscriber's.

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. "**Protected Health Information (PHI)**": information from which an individual person can be identified and that is protected for that individual by English law.

   f. "**Respond**" or "**Response**": the Company's acknowledgement of the Subscriber's service request and initiation of restoration procedures by appropriate Company personnel.

   g. "**Restore**" or "**Resolve**": in all forms, to return to expected functionality.

   h. "**Site**": any location at which the Subscriber wants an access node or browsing node installed.

   i. "**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 will provide uptimes listed in the table below. Recurring maintenance windows, scheduled downtime, and emergency updates are excluded from the system level uptime percentage calculation. Additionally, any downtime caused by the Subscriber environment is not considered downtime for any component of the Company application. (i.e. the Subscriber internet connection is down, power outage at the Subscriber site, etc.)

System Component/Function	Service Level (System Uptime)
Cimar Suite	99.9%
Cimar Gateway	99.9%

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

3. **Recurring Maintenance Windows**: The Company infrastructure will be taken offline the third Sunday of every month from midnight to 4 AM MST as needed for regular maintenance and 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 Analysis section of Cimar Suite on demand. Available metrics include: studies created, studies viewed, studies shared and studies' source for a wide range of date 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 roughly six to eight annual releases, scheduled solely at the Company's discretion, which will take place Wednesday at 00:00 AM GMT when they occur. During the release the system will be taken offline for up to one hour.

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: 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.

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

Build Phase
- **Application configuration**.
- **Cimar Study Uploader**. The Cimar Study Uploader will be installed on on-site computers as needed. Please note that the Subscriber will provide the hardware on which the Cimar Study Uploader 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.
- **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.
- **Alpha review**. Initial review with the Subscriber 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.

Certify 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 by participation in the Analyse, Build and Certify phases. No additional 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 via Go-To-Meeting or in person as required.
- Go live.

End Phase
- The Company 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 in person or remotely using phone calls and web conferencing technology.

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 this SOW, the Company will bill the Subscriber for these expenses at the incurred cost of the expenses.

Expiration: This SOW expires forty-five (45) days after the Contract Start Date of this agreement. The Subscriber must plan on being live within forty-five (45) 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 of £200 per hour.

Exhibit D: The Subscriber's Services Support Guide

The Company's approach to support is to do whatever it takes to satisfy our Clients. The details of how we support Clients is important and are described below. The thrust of our approach is to get medical images to the right physician as quickly as possible so that patients can receive the best care possible. When problems occur in achieving that goal, we are here to assist with the following support services.

We will train your 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.

We will provide "Second Line Support" to you, 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 endeavour to find an immediate 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, de-bug, 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 on line.

First Level Support (Provided by you to your 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.
- 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.

Second Level Support
- Confirming the severity level of the problem.
- 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.
- Ongoing training as required for new feature releases and their operation/configuration.

Hours of Operation

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)800 0930913, or (iii) submitting a ticket at support http://bit.ly/CimarSupport . 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:

Severity Level 1 (High)

Either (i) Cimar Gateway is not harvesting or distributing images, (ii) the Subscriber is unable to access images in Cimar Suite, or (iii) Cimar Suite is down.

> **Target Response/Resolution Time**
> Cimar will use all reasonable efforts to return Cimar Gateway or Cimar Suite to production status within an hour of notification.

Severity Level 2 (Normal)

Cimar Gateway or Cimar Suite issues are minor and do not affect ability to use Cimar Suite effectively.

> **Target Response/Resolution Time**
> Cimar will use its best efforts to resolve the problem within thirty (30) days of receipt of notification of the problem.

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 in 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 outlines 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 CFO.

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. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.