END USER LICENSE AGREEMENT

BY CLICKING ON THE "I AGREE" (OR SIMILAR BUTTON) FOR ACCESSING OR USING THE SOFTWARE (AS DEFINED BELOW) AND THE SUBSCRIPTION (AS DEFINED BELOW), YOU INDICATE YOUR ASSENT TO THE FOLLOWING TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ANY OF THE TERMS OF THIS AGREEMENT, YOU SHOULD NOT USE OR ACCESS THE SOFTWARE.

This End User License Agreement (the **"Agreement"**) is a binding contract between You and **Medsynaptic Private Limited,** a company registered under laws of India whose principal place of business is office at 5th Floor, Manikchand/Mantri Galleria, Near Homi Bhabha Hospital, Model Colony, Shivaji Nagar, Pune 411016 India ("**Company**", "**we**" "**our**" or "**us**") in furtherance to the Subscription. For sake of brevity, "**Subscriber**" or "**Licensee**" will include any party which has availed License or Subscription from the Licensor or the Company under the SaaS Agreement or Licensing Agreement (as applicable). This Agreement provides and captures important legal information about the Subscription or License to the Software (defined herein below) granted by the Company to Subscriber or Licensee, and Your usage, and access of the Subscription of the same. By accessing and using the Subscription, You confirm and agree to be bound by the terms of this Agreement.

1. **DEFINITIONS**

   A. "Anonymized Data" means the anonymization or de-identification of Raw Data of the User by the Company, including without limitation information, reports, scans, images, X-rays or any other User data. For sake of clarity, Anonymized Data does not include Raw Data.

   B. "Output Values" means the reports which are generated as a result of Subscription or License.

   C. "Personal Data" shall mean any personally identifiable information provided by You and includes: (i) information that relates to, identifies, or locates the person to whom such information pertains; or (ii) from which information, identification or contact information of an individual person can be derived.

   D. "License" shall mean the license to use the Software under the Licensing Agreement.

   E. "License Agreement" shall mean Software as a Service Agreement entered between the Licensor and the Licensee with respect to usage of the License.

   F. "Purpose" shall mean Your internal business use.

   G. "Raw Data" shall mean Personal Data and Sensitive Personal Data of the User received by the Company in furtherance to this Agreement.

H. "SaaS Agreement" shall mean Software as a Service Agreement entered between the Company and the Subscriber with respect to usage of the Subscription.

I. "Sensitive Personal Data" of a person shall mean such Personal Data which consists of information relating to: (a) password; (b) physical, physiological and mental health condition; (d) sexual orientation; (c) medical records, history, and any personal health information; (d) biometric information; (e) any detail as provided to the Company under this Agreement or any of the information received under this Agreement by the Company for processing, stored or processed under lawful contract or otherwise which is considered as sensitive personal data under the applicable laws.

J. "Software" shall mean 'RIS (Radiology Information System) - PACS (Picture Archival & Communication System) or Teleradiology' as described in an Order From.

K. "Subscription" an internet accessible service offered by Company under which access to the Software hosted by Company on a cloud is made available for use to the User as provided under the SaaS Agreement.

L. "Term" shall mean the term as agreed in the SaaS Agreement and Licensing Agreement.

M. "Territory" shall mean territory of Worldwide.

N. "Users" "Your" or "You" will mean any the Users as defined in the SaaS Agreement and Licensing Agreement.

2. **GRANT OF SUBSCRIPTION AND RESTRICTIONS**

2.1 Grant of Subscription: Subject to its compliance with the terms of this Agreement, Company hereby grants You during the Term, a non-exclusive, non-transferable, revocable, non-sublicensable and a limited license to use the Subscription or License (as applicable) in the Territory for the Purpose, provided, You abide by the terms and conditions of this Agreement.

2.2 Restrictions for Use: The User does not, directly or indirectly (i) copy, modify, adapt, translate, reverse engineer, attempt to recover the source code, underlying structures, algorithms, decompile, disassemble, alter, reproduce or otherwise make any changes to the Subscription or License or create any derivative works thereof, (ii) use the Subscription or License in any manner to provide time-sharing, benchmarking or other computer services to third parties, except as expressly provided herein, (iii) use the Subscription or License, allow the transfer, transmission, export, or re-export of the Software or documentation or

portion thereof, in violation of any applicable laws or regulations, (iv) allow the Subscription or License to be used for applications/instances, in excess of the purchased limits, (v) use the Subscription or License to develop any competing or similar product, (vi) use any of the components, add-ons, files, modules, externals, contents, including associated license material, separately from the Subscription or License, (vii) use the Subscription or License with any unsupported software or hardware in any manner not recommended by the Company (as described in the applicable documentation provided by the Company), (viii) allow any third party to access or benefit from the functionality of the Subscription or License; (ix) remove any proprietary notices from any materials furnished or made available to User; (x) publish or disclose to third parties any negative evaluation of the Subscription or License; (xi) not to send or store data on or to the Software which violates the rights of any individual or entity established in any jurisdiction; (xii) not to use the Subscription for illegal, fraudulent, unethical or inappropriate purposes; (xiii) not to launch any program that "crawls," "scrapes," or "spiders" any page, data, or portion of or relating to the Software or the Subscription or License (through use of manual or automated means). The User shall have no rights over the Subscription or License, other than as specifically granted herein. All rights not specifically and unequivocally granted to the User are reserved by the Company.

3. **YOUR RESPONSIBILITIES:**

3.1 Account Management: As a condition for using the Subscription or License, You may be required to register with Company and enter his/her email address and/or phone number to create a log-in id and password. You shall ensure that accurate, complete, and updated registration information. Failure to do so shall constitute a breach of this Agreement, which may result in immediate termination of Your account. You shall be responsible for maintaining the confidentiality of Your account and password. You are responsible for ensuring that each user identification number and/or password is used only by you.

3.2 Unauthorized Use; False Information: The User shall: (i) notify the Company immediately of any unauthorized use of any password or user id or any other known or suspected breach of security in relation to the Subscription or License, (ii) report to the Company immediately and use reasonable efforts to stop any unauthorized use of the Subscription or License, that is known or suspected by the User, and (iii) not provide false identity information to gain access to or use the Subscription or License.

3.3 No Circumvention of Security. You will not circumvent or otherwise interfere with any user authentication or security of the Subscription or License. You will immediately notify the Company of any breach, or attempted breach, of security known to you.

3.4 Compliance with Laws: You shall comply with and shall ensure to comply with, all applicable local, state, national and foreign laws, in connection with its use and access of the Subscription or License, international communications, and the transmission, storage of technical or personal data.

4. **DATA PROTECTION.**

4.1 You are solely responsible for all the data, information or material transmitted or uploaded as a part of the Subscription ("**User Content**"). You will ensure that You do not include, make available or upload any content: (i) which contains anything that actually or potentially infringes or misappropriates the copyright, trade secret, trademark or other intellectual property right of any third party (ii) that is obscene, defamatory, harassing, offensive, or malicious (iii) that contains profanity, hate speech or other language that is inconsistent with generally accepted standards of decency   (iv) which may introduce any software viruses or other harmful or deleterious computer code, files, or programs, such as trojan horses, worms, time bombs, or cancelbots (vi) violate or encourage violation of any applicable laws, rules or regulations. You hereby acknowledge and agree that Company shall, at all times, possess the right to refuse to include and/or to cause the removal of any or all User Content for any reason at Company's sole discretion. Any Raw Data that is transmitted during the Subscription Term shall be governed by the data processing terms of the SaaS Agreement or Licensing Agreement.

4.2 Raw Data. With respect to the Raw Data, You agree that the Company will handle and store such Raw Data as set out in the DPA. You warrant and represent that if any Raw Data is made available or uploaded as per this clause, it has, will and will at all times have the required consents, approvals, authorizations and confirmations from You. In addition to any remedies available, you agree to indemnify, defend (at Company's option) and hold harmless the Company and its employees, agents, directors, officers and shareholders against any claims, demands, losses, fines, interests, penalties arising out of or in connection with the breach of this clause.

4.3 You agree that Company may input Raw Data into the Software to enable Company to provide the Subscription you and to improve the Software to fine tune its risk assessing capability in providing the Output Values. Furthermore, you agree that Company may use Anonymised Data in combination with other customers' de-identified Personal Data and Sensitive Personal Data to provide the Subscription to you and Company's other customers and to improve the Software for all customers. Company may (during and after the term of this Agreement) (i) use Anonymised Data to improve and enhance the Subscription and for other development, diagnostic, and corrective purposes in connection with the Subscription and any Company offerings, and (ii) disclose Anonymised Data in connection with its business.

4.4 Data Accuracy. Company shall have no responsibility or liability for the accuracy of data uploaded by You, including without limitation any data and any other data uploaded by You.

5. PRIVACY & SECURITY

The Company endeavours to protect the privacy, integrity and security of the Raw Data. The personal information collected by the Client, where such collection is facilitated by us and is subject to and governed by our Privacy Policy or Data Processing Terms located at <Insert Link of Privacy Policy> ("**DPA**").. This means that any enquiry, request, objection or complaint that You may have in connection with the

collection and/or processing of Your Raw Data that forms part of Your use should be addressed to and resolved by the Company by an email [insert email address].

6. **REPRESENATION AND WARRANTY OF THE USER; WARRANTY DISCLAIMER**

6.1 You represent and warrants to the Company that that it has the legal right and authority to enter into and perform its obligations under this Agreement;

6.2 You hereby acknowledge and agrees that in entering into this Agreement, the User has had recourse to its own skill and judgment to check the applicability of the Software and to validate if the Software is suitable for the task for which the User intends it to be used, and has not relied on any representations made by the Company or any of its employees or agents;

6.3 EXCEPT AS SET OUT UNDER THIS AGREEMENT, THE SUBSCRIPTION AND THE LICENSE ARE PROVIDED "AS IS" AND AS AVAILABLE WITHOUT ANY REPRESENTATIONS, CONDITIONS, WARRANTIES OR COVENANTS WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY EXPRESS, STATUTORY OR IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY OR ARISING OTHERWISE IN LAW OR EQUITY OR COVENANT, BASED ON A COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED AND EXCLUDED. THE COMPANY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SUBSCRIPTION OR LICENSE WILL MEET THE USERS' REQUIREMENTS, THAT THE OPERATION OF THE SUBSCRITION OR LICENSE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS/ERRORS IN THE SOFTWARE WILL BE CORRECTED OR THE SUBSCRIPTION OR LICENSE WILL OPERATE IN COMBINATION WITH THE USERS' CONTENT OR ANY THIRD PARTY OFFERING, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY THE COMPANY. THE USER ACKNOWLEDGES THAT THE COMPANY DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING, THE INTERNET, AND THAT THE SUBSCRIPTION OR LICENSE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SUBSCRIPTION OR LICENSE WILL PERFORM WITHOUT INTERRUPTION OR ERROR; THE SOFTWARE AND ITS SUBSCRIPTION OR LICENSE MAY CONTAIN DEFECTS, BUGS OR ERRORS. THE USER ACKNOWLEDGES THAT COMPANY DOES NOT CONTROL THE ACCURACY OF THE OUTPUT VALUE, THIRD PARTY OFFERING PUBLISHED BY USERS (OR PUBLISHED BY COMPANY ON BEHALF OF USERS). COMPANY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ANY UNAUTHORIZED ACCESS TO OR USE OF THE SOFTWARE AND/OR ANY AND ALL RAW DATA AND/OR, TECHNICAL INFORMATION STORED THEREIN, (II) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SOFTWARE BY ANY THIRD PARTY, AND/OR (III) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, COMMUNICATED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SOFTWARE OR THE SUBSCRIPTION OR THE LICENSE. THE COMPANY AND ITS LICENSORS CANNOT GUARANTEE AND DO NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF SUBCRIPTION OR LICENSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (i) COMPANY DOES NOT REPRESENT OR WARRANT THAT: (i) THE SUBSCRIPTION OR LICENSE WILL PERFORM WITHOUT INTERRUPTION OR ERROR; (ii) THE SUBSCRIPTION OR LICENSE IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT USER CONTENT WILL REMAIN PRIVATE OR SECURE; (iii) THE

CLOUD HOSTING THAT MAKES THE SYSTEM AVAILABLE OR THIRD PARTY OFFERINGS WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR NON-INFRINGING OR WILL FUNCTION IN ACCORDANCE WITH SET OUT TERMS SET OUT HEREIN.

7. **INTELLECTUAL PROPERTY RIGHTS**

7.1 Any and all ownership rights to the Software, Subscription, License or Output Values, documentation, enhancements, and branding thereof, including intellectual property rights such as copyrights, trademarks, service marks and patents therein is the sole and exclusive property of the Company. This Agreement does not grant You, any rights, title and interest in and to Software, Subscription, the License, documentation, its contents, and branding thereof including the Company's intellectual property rights, except where expressly and unequivocally licensed herein. Any rights not expressly and unequivocally granted to You are reserved.

7.2 From time to time, the User may provide feedback, suggestions, requirements or recommendations ("**Feedback**") regarding the Software, the License or the Subscription. The User hereby assigns to the Company, all right, title and interest to such Feedback and an exclusive right to create any developments based on such Feedback. The User agrees to execute any documents or take any actions as may reasonably be necessary, or as Company may reasonably request, to perfect such ownership of the Feedback. To the extent any of the rights, title and interest in and to Feedback or intellectual property rights therein cannot be assigned by User, User hereby grants to Company an exclusive, royalty-free, transferable, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) to fully use, practice and exploit those non-assignable rights, title and interest.

7.3 In between the Company and the User, the User shall retain title to and all ownership rights in the User Content. The User shall grant to the Company a worldwide, non-exclusive and non-transferable limited-term license to host, copy, transmit, analyse, process, display, store, configure, and perform the User Content, solely as necessary to provide the Subscription or License to the User or for the working of the Software.

7.4 All intellectual property rights in Output Values pertaining to the Subscription or the License shall vest solely with the Company.

8. **CONFIDENTIALITY**

8.1 "Confidential Information" refers to the information which Company discloses to You without limitation the Software, documentation, enhancements, fixes, financial, business, technical and marketing information, business plans, methods, processes, inventions, techniques, designs, data, know-how, ideas,

concepts, strategies, trade secrets, the Services and such other information. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in Your possession at the time of disclosure; (ii) is independently developed by You without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of Your improper action or inaction; or (iv) is approved for release in writing by Company.

8.2 Nondisclosure. You: (a) shall not disclose Confidential Information to any of Your employee or contractor unless such person needs access in order to facilitate the Purpose and executes a nondisclosure agreement with You with terms no less restrictive than those of this Clause 8; and (b) shall not disclose Confidential Information to any other third party without Company's prior written consent. Without limiting the generality of the foregoing, You shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. You shall promptly support Company of any misuse or misappropriation of Confidential Information that comes to Your attention.

8.3 Compelled disclosure: Notwithstanding the foregoing, You may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. You shall give Company prompt notice of any such legal or governmental demand and reasonably cooperate with Company in any effort to seek a protective order or otherwise to contest such required disclosure, at Company's expense.

8.4 Injunction. You agree that: (a) no adequate remedy exists at law if it breaches any of its obligations in this Clause 8; (b) it would be difficult to determine the damages resulting from its breach of this Clause 8, and such breach would cause irreparable harm to Company; and (iii) a grant of injunctive relief provides the best remedy for any such breach as may be determined by competent court of law.

8.5 Termination & Return. With respect to each item of Confidential Information including trade secrets, the obligations under Clause 8.2 above (Nondisclosure) will continue post termination of the Agreement. Upon termination of this Agreement, You shall return all copies of Confidential Information to Company or certify, in writing, the destruction thereof.

8.6 Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. Company will retain all right, title, and interest in and to all Confidential Information.

8.7 Survival. The confidentiality obligations under this Clause 8 will survive an expiration or termination of this Agreement for a period of five (5) years or such other period as may be required under applicable laws in the Territory.

9. TERM AND TERMINATION

9.1 This Agreement will commence upon Your acceptance of the terms of this Agreement through or your access to the Software and the Subscription or License whichever occurs earlier, and unless earlier terminated as provided in this section (Term and Termination), will continue until the earlier occurrence of any of the following events:

    i. the end of the applicable Term;

ii.   termination of Your account by the Company; or

iii. this Agreement will immediately terminate upon Your breach of the terms of this Agreement.

9.2   Upon the termination of this Agreement, Your access to the Software and the Subscription or License will immediately cease to exist.

9.3   Sections 7 (Intellectual Property Rights), 4 (Data Protection), 5, (Privacy and Security) 8 (Confidentiality), 9(Term and Termination), 10 (Indemnity), 6.3 (Warranty Disclaimer), 11 (Limitation of Liability), 12 (Notices) and 13 (General Provisions), will survive the termination of this Agreement.

10. **INDEMNITY**

You shall indemnify, hold harmless and defend the Company and its respective directors, officers, agents, employees and representatives, against any costs or damages arising out of or in connection with any claim relating to (i) Your breach of or violation of applicable laws and regulations or (ii)use of the Subscription or License other than as permitted under this Agreement, or (iii) Your act, negligence, misconduct or omission or,(iv) Your breach of confidentiality obligations, or any representations and warranties under this Agreement, or (vi)a claim made against the Company for infringement or misappropriation based on Your conduct or User Content, or third party claim made against the Company for accessing the Raw Data.

11. **LIMITATION OF LIABILITY**

11.1 THE COMPANY WILL NOT BE LIABLE UNDER OR FOR CONTRACT, NEGLIGENCE, LIABILITY (A) FOR LOSS OR INACCURACY OF DATA OR, COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR TECHNOLOGY, (B) FOR ANY DIRECT OR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO LOSS OF REVENUES AND LOSS OF PROFITS, LOSS OF CONFIDENTIAL OR OTHER INFORMATION, BUSINESS INTERRUPTION ARISING OUT OF OR IN ANY WAY RELATED TO YOUR USE OF OR INABILITY TO USE THE SOFTWARE AND/ OR SUBSCRIPTION. IN THE EVENT YOU ARE NOT SATISFIED WITH ANY TERMS OF HEREIN OR THE SOFTWARE AND/OR THE SUBSCRIPTION, THE SOLE REMEDY AVAILABLE TO YOU WILL BE TO TERMINATE THIS AGREEMENT, WITHOUT ANY LIABILITY ON THE COMPANY.

12. **NOTICES**

All notices, demands, or consents required or permitted under this Agreement will be in writing. Notice will be considered effective on the earlier of actual receipt or: (i) the day following transmission if sent by facsimile or email with pdf followed by written confirmation; (ii) one day (two days for international addresses) after posting when sent via an express commercial courier; or (iii) five days after posting when sent via post. Notice will be sent to the address for each party set forth on the first page of this Agreement, or at such other address as will be provided by either party to the other in writing.

13. <u>**GENERAL PROVISIONS**</u>

   a. This Agreement along with other policies referred under this Agreement, constitutes the entire or sole legal agreement between you and Company and will govern the use of the Software and Subscription and will supersede and prevail over any prior agreements, whether oral or written, regarding the subject matter hereof.

   b. If any court of law, having the jurisdiction to decide on this matter, rules that any provision contained under this Agreement is invalid, then that provision will be removed from the Agreement without affecting the rest of the Agreement. The remaining provisions of the Agreement will continue to be valid and enforceable.

   c. The Company will have a right to assign this Agreement to its affiliates or any third parties at any time without notice to You.

   d. <u>Choice of Law & Jurisdiction</u>: This Agreement will be governed solely by laws of India and the courts of Pune shall have the exclusive jurisdiction to adjudicate any subject matter under this Agreement. This Section governs all claims arising out of or related to this Agreement, including without limitation tort claims.

   e. <u>Arbitration</u>: This Agreement shall be construed and governed by and in accordance with the laws of India. The Parties shall resolve any difference or dispute arising out of this Agreement by way of negotiations. If such negotiation process fails, then all disputes arising from or related to this Agreement shall be resolved by arbitration. The arbitration proceedings shall be conducted in Bangalore in English language and in accordance with the provision of the Arbitration and Conciliation Act, 1996 and the associated rules.

   f. Any waivers and modifications must be in writing and signed by both parties. No delay or omission by either party in exercising any right or remedy under this Agreement or existing at law or equity will be considered a waiver of such right or remedy.

   g. By registering the details with Company, You agree that we may contact You with important information relating to the Software or Subscription.

   h. No agency, partnership, joint venture, or employment is created between you and the Company as a result of this Agreement, and You do not have any authority of any kind to bind Company in any respect whatsoever.

i. Company may update the terms and conditions of this Agreement, at its own discretion. Company hereby encourages You to check these terms and conditions on a regular basis to be aware of the changes made to it which are also available on **https://www.medsynaptic.com/index.php/resources/EULA.PDF** for the most recent version.

This Agreement was last modified in 15th May 2023.