

End User License Agreement

This End User Licence Agreement ("**End User Licence Agreement**" or "**EULA**") is made between you (an individual, a company or any other entity) and Medexprim (hereinafter referred to as "**Medexprim**"), each a "**Party**" and together the "**Parties**".

The company Medexprim, is a limited liability company with a capital of 12,861Euros, with a registered address at 815 La Pyrénéenne, 31670 Labège, France, established under the laws of France at the Commerce Registry of Toulouse under the number: 814 667 267, APE Code: 6202A, represented by Mrs. Karine SEYMOUR acting in her capacity as President, duly authorized for the purposes hereof.;

This EULA sets out the basis on which Medexprim makes the Software and its functionality available to you as End User and on which you may use them. Your right to use the Software is subject to your prior acceptance of this EULA.

"**Software**" shall mean MedexprimSuite solution, a series of web applications whose mission is to unleash the potential of medical images archives (PACS) for research and big data projects

"**PACS**" shall mean Picture Archiving and Communication System of the End User.

1. GRANT OF LICENCE

Subject to the terms and conditions provided in this End User License Agreement, and only during the term of, Medexprim grants you the limited, non-exclusive, revocable, non-sublicensable and non-transferable license:

-to interconnect the Software and PACS, and integrate the Software functionality into the PACS in accordance with the specifications and requirements of Medexprim;

-to access and use the Software functions in accordance with the specifications and requirements of Medexprim.

2. RESTRICTIONS

You agree that you are responsible for your own conduct while using the Software functions and for any consequences thereof. You agree to use the Software only in accordance with this Agreement, any Service Agreement and any applicable policies or guidelines provided by Medexprim from time to time. You agree that when using the Software you will not, directly or indirectly, take or enable another to take any of the following actions:

-interfere with or disrupt the resources (e.g. servers) hosting the Software, or disobey any requirements, procedures, policies or regulations of Medexprim;

-attempt to gain non-permitted access or to interrupt or block access of Medexprim to the resources hosting the Software;

-reverse engineer, disassemble, reconstruct, decompile, translate, modify, copy or, other than as explicitly permitted hereunder (except to the extent the foregoing restriction is expressly prohibited by applicable law notwithstanding this limitation), or create derivative works of the Software, or any aspect or portion thereof, including without limitation, source code and algorithms.

3. SOFTWARE MODIFICATIONS

Medexprim reserves the right to modify the Software, and to release subsequent versions of the Software. You may be required to allow upgrade and use the most recent version of the Software.

4. INTELLECTUAL PROPERTY RIGHTS

Medexprim retains all right, title and interest, including without limitation all intellectual property rights, in and to, (i) the Software, and any and all elements and components thereof, including content,



technology, software, code, user interfaces and any derivative works and/or compilations thereof, and all updates, upgrades, changes, fixes, new versions thereof; (ii) the Medexprim trademarks and (iii) any feedback (including suggestions comments, improvements, ideas, etc.), about the Software.

5. CONFIDENTIALITY

- 5.1. The Software architecture, source code, (including, without limitation, all improvement, derivatives, modifications and the like) constitutes Medexprim's confidential information ("Confidential Information"). You hereby agree (i) to hold the Confidential Information in confidence and to take reasonable precautions to protect such Confidential Information (including, without limitation, all precautions you employ with respect to your own confidential materials), (ii) not to divulge any Confidential Information to any third person (except consultants, subject to the conditions stated below), (iii) not to use any Confidential Information except for the purposes set forth in this Agreement, and (iv) not to copy or reverse engineer any Confidential Information.
- 5.2. Any employee or consultant given access to the Confidential Information must have a legitimate "need to know" reason and shall be bound in writing by confidentiality obligations equivalent to your obligations herein.

6. INDEMNITY

- 6.1. You agree to indemnify and hold Medexprim, its subsidiaries, affiliates, directors, officers, agents, employees, advertisers and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including legal and other professional fees) arising from or in any way related to any third party claims, including claims of your patients, relating to your use of the Software, any violation of this Agreement or any other actions connected with your use of or interaction with the Software.
- 6.2. In the event of such claim, we will provide notice of the claim, suit or action to the contact information we have for you, provided that any failure to deliver such notice to you shall not eliminate or reduce your indemnification obligation hereunder.

7. DISCLAIMER OF WARRANTIES

7.1. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

7.1.1. YOUR USE OF THE SOFTWARE IS AT YOUR SOLE RISK. THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, MEDEXPRIM EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7.1.2. MEDEXPRIM DOES NOT WARRANT THAT (i) THE SOFTWARE WILL MEET ALL OF YOUR REQUIREMENTS; (ii) THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT KNOWN OR DISCOVERED ERRORS WILL BE CORRECTED; OR (iii) WILL PROVIDE RESULTS THAT ARE ACCURATE OR RELIABLE OR (iv) WILL MEET YOUR EXPECTATIONS.

7.1.3. MEDEXPRIM IS NOT RESPONSIBLE FOR ANY CONTENT OR OTHER MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SOFTWARE, ALL OF WHICH IS OBTAINED AT YOUR OWN DISCRETION AND RISK, AND YOU ACKNOWLEDGE AND AGREE THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD AND/OR USE OF ANY SUCH MATERIAL.

8. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT MEDEXPRIM, ITS SUBSIDIARIES, AFFILIATES AND LICENSORS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, COVER OR OTHER INTANGIBLE LOSSES (EVEN IF MEDEXPRIM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM: (i) THE USE OF OR THE INABILITY TO USE THE SOFTWARE; (ii) UNAUTHORIZED ACCESS TO, OR THE LOSS, CORRUPTION OR ALTERATION OF, YOUR PACS, TRANSMISSIONS, CONTENT OR DATA; (iii) STATEMENTS OR CONDUCT OF ANY THIRD PARTY USING THE SOFTWARE; (iv) YOUR FAILURE TO PROTECT THE CONFIDENTIALITY OF ANY ACCESS RIGHTS TO SOFTWARE; (v) THE ACTS OR OMISSIONS OF ANY THIRD PARTY USING THE SOFTWARE; (vi) THE TERMINATION OF AVAILABILITY OF THE SOFTWARE, OR THIS AGREEMENT; OR (viii)

9. TERM AND TERMINATION

You agree that this Agreement shall be deemed to be in effect upon the date on which you are granted access to the Software.

Medexprim may terminate his Agreement unilaterally upon immediate written notice upon any breach of the terms of this Agreement by you. Medexprim may also terminate the Agreement by giving you a 3 months prior written notice for any reason and without any liability to you.

Upon the termination or expiry of this Agreement for any reason the rights granted to you herein, including all licenses to use the Software shall terminate. Neither party shall be liable to the other party for damages of any sort resulting solely from the termination of this Agreement.

Notwithstanding any termination of this Agreement, provisions on confidentiality, limitation of liability, dispute resolution and governing law shall continue to apply and survive termination.

10. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement and the relationship between you and Medexprim shall be governed by the law of France.

Any dispute, controversy, disagreement or claim arising out of or relating to this Agreement, its interpretation, termination, performance, validity, breach, or any other aspect, shall be finally settled by arbitration in the French courts.

11. MISCELLANEOUS

11.1. The failure or delay by Medexprim to exercise or enforce any right or provision of this Agreement or rights under applicable law shall not constitute a waiver of any such provisions or rights. If any provision of this Agreement is found to be invalid, the parties nevertheless agree that effect to the parties' intentions shall be given as reflected in the provision, and the other provisions of the Agreement remain in full force and effect.

11.2. The section headings in this Agreement are for convenience only and have no legal or contractual effect.

11.3. You may not assign or transfer your rights or obligations under this Agreement, except that both you and Medexprim may assign this Agreement to a third party into which it has merged or which has otherwise succeeded to all or substantially all of its business and assets to which this Agreement pertains, by purchase of stock, assets, merger, reorganization or otherwise, and which has assumed in writing or by operation of law its obligations under this Agreement.