

This Software Services Agreement (the “Agreement”) is entered into and agreed upon between you (hereinafter, “Client”) and Intelrad Medical Systems Incorporated (“Intelrad”) (each, a “Party” and, collectively, the “Parties”) as of the date that Client accepts this Agreement (the “Effective Date”) in a manner set forth below.

Client shall be deemed to have accepted this Agreement either by indicating its acceptance, by executing an Order that references this Agreement, or by utilizing the Services. Intelrad may modify this Agreement from time to time and will post the most up-to-date version on its website.

1. INTERPRETATION:

1.1 Content of this Agreement. The terms of this Agreement shall govern the relationship between the Parties. Capitalized terms have the meanings given in the Definitions Schedule or where otherwise stated.

1.2 Precedence. In the event of conflicting or inconsistent terms, the documents that form this Agreement shall take precedence in the following order: (1) Software Services Agreement; (2) Order; and (3) ancillary agreements. Nothing in the Agreement shall limit the provisions contained in Third-Party Licenses, if any, as it relates to any third-party and Client.

2. SERVICES:

2.1 Orders. Intelrad shall provide Client the Professional Services and Licensed Software, as described in the applicable Order(s), and additional services of whatever nature if requested (individually, a “Service” and altogether the “Services”).

2.2 Affiliates, Subcontractors. Notwithstanding anything to the contrary in this Agreement, the Services may be provided by an Affiliate of Intelrad and/or a subcontractor, engaged by Intelrad, at Intelrad’s sole discretion.

2.3 Changes to Licensed Software. Intelrad shall have the right at any time and from time to time to update, upgrade, substitute, correct, replace or modify the Licensed Software or the Services. Failure to install upgrades to the most recent version of the Licensed Software may result in additional fees.

3. LICENSE GRANT:

3.1 License. Intelrad grants to Client a limited, personal, revocable, non-exclusive, non-sublicensable, non-transferable, non-assignable right to: (a) use the Licensed Software, only in machine executable object code form, and any related Documentation; and (b) to the extent authorized by relevant third parties, use the Third-Party Software, if any, in accordance with the terms and conditions of this Agreement and any applicable Third-Party License. Client may not resell, sublicense or otherwise transfer any rights to use the Licensed Software. All rights not expressly granted herein are reserved by Intelrad.

3.2 Client Restrictions. Client may not, nor permit any third-party to (a) develop, modify, decompile, reverse engineer or otherwise derive a source code equivalent for the Licensed Software or information therein; or (b) copy, reproduce, disclose or publicly display or create Derivative Works of the Licensed Software without the express written consent of Intelrad. Client agrees to only use the Licensed Software and Documentation in a manner that complies with all applicable laws and regulations. Client shall be responsible for its users’ compliance with these terms and conditions.

4. PROFESSIONAL SERVICES. Additional terms and conditions regarding professional services can be found on the Professional Services Schedule located on Intelrad’s website at <https://www.intelerad.com/en/wp-content/uploads/sites/2/2024/06/Professional-Services-Schedule.pdf>.

5. SUPPORT SERVICES. Intelrad shall provide support to Client in accordance with the Support Services Schedule located on Intelrad’s website at <https://www.intelerad.com/en/wp-content/uploads/sites/2/2024/06/Support-Services-Schedule.pdf>.

6. CLIENT OBLIGATIONS. In addition to all other obligations under this Agreement, during the Term, Client shall: (a) ensure that the Licensed Software and Client’s personal equipment is at all times used in accordance with the requirements described in the Documentation; (b) promptly notify Intelrad of any problems with the Licensed Software; (c) use the Licensed Software only with hardware components that meet Intelrad’s requirements; (d) maintain the Licensed Software with the most current available versions and promptly install patches, updates and upgrades provided by Intelrad; (e) identify and maintain a valid

QMS contact for incidents and recalls; (f) make the Licensed Software available for maintenance. The Licensed Software and the Services shall not replace the education, skill, and judgment of properly trained medical practitioners.

7. FEES:

7.1 Payment of Fees. Client agrees to pay the one-time fees, recurring fees, Third-Party Software fees, as well as any additional fees (collectively, the “**Fees**”) in accordance with an applicable Order and this Agreement. Any invoice related to the Fees may be sent to Client by one of Intelrad’s Affiliates.

7.2 Invoices and Payment. Unless otherwise provided in this Agreement, an Order, or an invoice, all Fees plus applicable taxes are payable within thirty (30) days of the invoice date (the “**Billing Period**”). Interest shall accrue on amounts not paid within the Billing Period at the rate of 1 1/2% per month (18% per annum), calculated monthly on the unpaid amount until the full amount owed is paid.

7.3 Taxes. Client is responsible for all sales, use, consumption, value added, goods and services and similar taxes, duties, rates or levies of any nature whatsoever, imposed upon, arising out of or in respect of the Services to be provided under this Agreement. If Client has indicated that it has tax-exempt status on an Order, then Client must provide Intelrad with a valid tax exemption certificate within thirty (30) days of signing such Order to billing@intelerad.com. Client must maintain such tax exemption certificate for the duration of this Agreement.

7.4 Audit. Intelrad shall have the right to audit Client’s use of the Licensed Software to confirm compliance with the terms and conditions of this Agreement. Client shall provide reasonable assistance and access to information during an audit. In the event any audit reveals a monetary discrepancy, Intelrad reserves the right to invoice Client in arrears for the applicable Fees and interest for the applicable Services.

8. INTELLECTUAL PROPERTY:

8.1 No Ownership or License. All rights, title and interest in and to Derivative Works, Proprietary Licensed Software, Confidential Information, and Intellectual Property (collectively, the “**Intelrad Technology, Information and IP**”) are retained by Intelrad. To the extent Client acquires any right, title or interest in the Intelrad Technology, Information and IP, by operation of law, Client hereby assigns any and all such right, title and interest exclusively to Intelrad.

8.2 Third-Party Software; Open-Source Software. The terms and conditions of this Agreement do not govern Client’s use of any open-source or Third-Party Software.

9. CONFIDENTIALITY:

9.1 Protection of Confidential Information. The recipient of Confidential Information (the “**Receiving Party**”) agrees not to use or disclose the Confidential Information of the other Party (the “**Disclosing Party**”). In any case, Receiving Party shall only disclose Disclosing Party’s Confidential Information to its employees and subcontractors on a need-to-know basis, and only where Receiving Party’s employees and subcontractors are bound by obligations of confidentiality at least as stringent as those set forth in this Agreement. Receiving Party agrees to use the same degree of care that Receiving Party uses to protect its own Confidential Information, which shall in no event be less than the degree of care a reasonably prudent person would use. Confidential Information shall be treated as Confidential Information regardless of whether or not any indication or marking is made on it which specifies that it is confidential. Notwithstanding the foregoing, Intelrad shall have the right to provide Client’s Confidential Information to consultants and subcontractors assisting with providing the Services under this Agreement.

9.2 Exceptions. The restriction on disclosure of Confidential Information of Disclosing Party hereto shall not apply to any portion of the information that: (a) is or becomes part of the public domain without breach of this Agreement; (b) is subsequently received from a third party who did not obtain or disclose it in violation of any rights of Disclosing Party, and is already therefore known to Receiving Party; (c) is already known to Receiving Party as evidenced by tangible documentation, existing at the time of disclosure; (d) was independently developed by Receiving Party without access to or resort to, the information disclosed hereunder, existing at the time of disclosure; and (e) Receiving Party is compelled to disclose pursuant to legal action or applicable government regulation, provided that Receiving Party promptly notifies Disclosing Party in writing prior to the disclosure and takes reasonable measures to contest such disclosure. Upon receiving said notice, Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If such protective order or other remedy is not obtained and Disclosing Party does not waive compliance with the provisions of this Agreement, Receiving Party or its representatives, as the case may be, will furnish only that portion of the Confidential

Information that is legally required to be furnished and Receiving Party will exercise its commercially reasonable efforts to obtain reliable assurance that confidential treatment will be afforded to such information.

10. CLIENT DATA:

10.1 Use of Client Data. Client and Intelrad have entered into the Business Associate Agreement located on Intelrad's website at <https://www.intelerad.com/en/wp-content/uploads/sites/2/2024/07/Intelrad-BAA-Template-Online-Version-2.pdf>, which governs each Party's duties and obligations regarding PHI.

10.2 Warranty by Client. Client warrants that Client Data does not infringe on the Intellectual Property rights of any third party and further warrants that all Personal Information shared with Intelrad in terms of this Agreement has been lawfully collected, processed, used, and transferred to Intelrad for further processing under this Agreement.

10.3 License to Clinical Data. Intelrad and its subcontractors shall have a right to collect, aggregate and use de-identified Clinical Data (collectively, "**Aggregate Data**"). To the extent that any Aggregate Data is used by Intelrad, a copy of the Aggregate Data shall be deemed Intelrad Technology, Information and IP.

11. TERM AND TERMINATION:

11.1 Term; Renewal. The Term of this Agreement shall commence on the Effective Date and shall continue until the expiration of the last Order, unless terminated earlier in accordance with this Agreement. For clarity, a Party may terminate an Order in accordance with this Agreement or such Order, but this Agreement and any remaining Orders, if any, shall remain in effect.

11.2 Termination for Cause. Either Party shall be entitled to terminate this Agreement at any time by written notice to the other Party upon the occurrence of any of the following events (in which case the Parties' obligations under this Agreement shall cease on the effective date of termination): (a) a material breach by a Party under this Agreement, if such a breach is not cured within thirty (30) days after receipt of a written notice from the Party alleging the breach, provided that if the breach is impossible to cure during such thirty (30) day period, but the Party in breach is using its best efforts to cure the breach, then the other Party cannot terminate this Agreement until another ninety (90) days have passed; (b) a Party becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceedings under the law of any federal government, province or state relating to insolvency or the protection of rights of creditors, such termination will not impact payment obligations for delivered Services and liquidated damages; or (c) in relation to Intelrad only, where Client fails to meet its payment obligations, as provided under this Agreement, and such failure continues for a period of ten (10) days after written notice of the failure has been received by Client. In the case of Subsections (b) or (c) above, Intelrad shall be entitled at its sole discretion, to suspend the delivery of the Services and/or to terminate this Agreement effective immediately upon notice to Client without a waiver of Intelrad's other legal rights.

11.3 Effect of Termination. Termination shall not relieve Client of the obligation to pay any Fees or other amounts accrued or payable to Intelrad through the end of the current Term. Further, in the event this Agreement is terminated due to Intelrad's material breach, Client shall still be obligated to pay any Third-Party Software fees Client shall not receive a credit or refund for payments made prior to termination. Without prejudice to any other rights, upon termination, Client must cease all use of the Services, Licensed Software, and Documentation and destroy or return (upon request by Intelrad) all copies of the Licensed Software, and Documentation. Client further agrees that it is Client's obligation to retrieve Client Data or copies of Client Data from Intelrad within five (5) business days of the termination of this Agreement. Except where Intelrad may be required to maintain copies under applicable laws, Client acknowledges and agrees that Intelrad has the right to delete its Data, including any and all copies thereof, upon termination. Client Data, once deleted, will not be recoverable and Client agrees that Intelrad shall have no liability hereunder for such deletion.

11.4 Continued Use. If Client continues its use of the Licensed Software after the Agreement or any applicable Order has terminated, Client's obligation to pay the Fees for such use and all restrictions on the use of the Licensed Software contained herein shall continue for as long as Client uses the Licensed Software whereas Intelrad's obligations under the terminated Agreement or Order shall cease.

12. DISCLAIMER OF WARRANTIES: THE LICENSED SOFTWARE PROVIDED UNDER THIS AGREEMENT IS PROVIDED AS IS, WITHOUT ANY CONDITION OR WARRANTY, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, LEGAL, OR STATUTORY. NO CONDITION OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES TO ANY SERVICES PROVIDED BY INTELERAD OR ITS AFFILIATES. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH IN

THIS AGREEMENT, NEITHER INTELERAD NOR ANY OF ITS AFFILIATES WARRANT THAT THE LICENSED SOFTWARE OR THE OPERATION THEREOF ARE OR WILL BE ACCURATE, ERROR FREE OR UNINTERRUPTED OR MEETS OR WILL MEET CLIENT'S REQUIREMENTS. FURTHER, NEITHER INTELERAD NOR ITS AFFILIATES WARRANT THAT ANY ERRORS CAN BE CORRECTED.

13. USE OUTSIDE OF APPROVED COUNTRIES; EXPORT CONTROL: The use of the Licensed Software and Services is only allowed in countries approved by Intelrad, a list which can be accessed at <https://www.intelerad.com/en/resources/regulatory-compliance/> (the "**Approved Countries**"). Intelrad disclaims all liability arising from Client's use of the Licensed Software outside of the Approved Countries. The Services provided hereunder shall be subject to applicable export controls of the Approved Countries and the Parties agree to comply with all applicable laws. For additional information with respect to how Intelrad ensures product quality and regulatory requirements, please visit the following webpage: <https://www.intelerad.com/en/resources/regulatory-compliance/>

14. LIMITATION OF LIABILITY: THE TOTAL AND AGGREGATED LIABILITY OF INTELERAD AND INTELERAD'S REPRESENTATIVES, INCLUDING ITS AFFILIATES, SUBSIDIARIES, SUBCONTRACTORS AND SUPPLIERS TO CLIENT AND CLIENT'S EXCLUSIVE REMEDY RELATING TO THIS AGREEMENT IS LIMITED TO THE LESSER OF (1) THE FEE WHICH CLIENT HAS PAID FOR THE SERVICE WHICH IS THE BASIS OF CLIENT'S CLAIM OR (2) THE AGGREGATE AMOUNT PAID BY CLIENT TO INTELERAD UNDER THE APPLICABLE ORDER DURING THE PERIOD OF TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH THE EVENT OCCURRED THAT GAVE RISE TO THE REMEDY, EXCEPT WHERE A SPECIFIC REMEDY IS PROVIDED HEREUNDER, IN WHICH CASE THAT REMEDY WILL BE INTELERAD'S TOTAL LIABILITY TO CLIENT IN THAT RESPECT.

CLIENT AGREES THAT INTELERAD AND INTELERAD'S REPRESENTATIVES, INCLUDING ITS AFFILIATES, SUBSIDIARIES, SUBCONTRACTORS AND SUPPLIERS, SHALL HAVE NO LIABILITY TO CLIENT FOR ANY PUNITIVE, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, CONTINGENT OR CONSEQUENTIAL DAMAGES, WHETHER DIRECT OR INDIRECT, ARISING UNDER OR IN CONNECTION WITH THE AGREEMENT INCLUDING FROM BREACH OF CONTRACT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE, OR ANY INCIDENT RELATED TO SERVICES OR SUPPORT PROVIDED BY INTELERAD OUTSIDE THE SCOPE OF AN ORDER. THE LIMITATIONS AND EXCLUSIONS WHICH ARE CONTAINED IN THIS AGREEMENT SHALL APPLY REGARDLESS OF THE FORM OF ACTION.

15. INDEMNIFICATION:

15.1 Indemnification by Client. Client shall indemnify and hold Intelrad, its Affiliates and their respective officers, directors, shareholders, employees, contractors, suppliers, and agents harmless from and against any and all claims, losses, damages, liabilities, costs and expenses (including legal fees and expenses) arising out of: (a) Client's (or Client's users) breach of this Agreement; (b) Client's use of the Third Party Software in violation of third-party rights, including any intellectual property or privacy rights; or (c) any allegation that Client's use of the Licensed Software directly or indirectly caused the wrongful death or personal injury of a third party to whom Client or Client's users provided medical services.

15.2 Indemnification by Intelrad. Intelrad shall defend Client against and pay any adverse final judgment or settlement agreed to by Intelrad resulting from any third-party claim against Client alleging that Proprietary Licensed Software infringes rights existing on the Effective Date in any patent, copyright, or trade secret; provided that: (a) Client promptly notifies Intelrad in writing of such claim; (b) Intelrad has sole control of the defense and all settlement negotiations of such claim; and (c) Client gives Intelrad prompt reasonable assistance at Intelrad's expense to assist in the defense or settlement of such claim.

Notwithstanding the foregoing Intelrad will have no obligations under this Section to the extent a third-party claim is made against Client based on: (a) Client's use of the Proprietary Licensed Software after Intelrad notifies Client to discontinue use, (b) work performed by Intelrad in accordance with specifications, designs, technology, or instructions provided by Client, (c) modifications to the Proprietary Licensed Software by anyone other than Intelrad, (d) the combination of the Proprietary Licensed Software with any other software or hardware not approved by Intelrad, or (e) use of the Proprietary Licensed Software other than in accordance with the product specifications or applicable written instructions of Intelrad.

16. MISCELLANEOUS PROVISIONS:

16.1 Assignments. Either Party's assignment of this Agreement will be void without the other Party's prior written consent, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Intelrad may assign this Agreement without the prior consent of Client to a purchaser of all or substantially all of its assets or capital stock.

16.2 Independent Contractors. Client acknowledges that Intelrad is an independent contractor and not an agent or partner of Client.

16.3 Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any provision of this Agreement.

16.4 Governing Law. This Agreement is governed by the applicable laws of the State of North Carolina.

16.5 Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, all other provisions will nevertheless continue in full force and effect.

16.6 Entire Agreement. This Agreement, amendments hereto, applicable ancillary agreements and/or Orders constitute the entire agreement between the Parties with respect to the subject matter herein and supersedes all previous negotiations, proposals, commitments, writings, and understandings of any nature.

16.7 Amendments. This Agreement shall not be amended by Client except as agreed in a writing signed by the Parties.

16.8 Headings. The headings used in this Agreement are inserted only as a matter of convenience and for reference and in no way are to be construed as defining, limiting, or describing the scope or intent of this Agreement.

16.9 Benefits. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and authorized assigns, if any.

16.10 Remedies Cumulative. Unless otherwise set out in this Agreement, the rights and remedies granted to each Party under this Agreement are cumulative and are in addition to each Party's right provided by law or otherwise.

16.11 Counterparts. This Agreement may be executed in counterparts, each of which is deemed to be an original.

16.12 Attorney's Fees. In the event of any litigation under this Agreement, the prevailing Party shall be entitled to an award of all costs of the proceeding or suit, including reasonable attorney's fees.

16.13 Force Majeure. Intelrad shall not be liable for any delay or failure to perform obligations under this Agreement due to any cause beyond its reasonable control, including acts of God; labor disputes; systematic electrical, telecommunications or other utility failures; epidemic or pandemic; earthquakes, storms, or other elements of nature; blockages; embargoes; riots; acts or orders of governments; acts of terrorism; and war.

16.14 Survival. The following terms of this Agreement shall survive termination or expiry: Sections 7 (Fees), 8 (Intellectual Property), 9 (Confidentiality), 10 (Client Data), 14 (Limitation of Liability) and 15 (Indemnification).

16.15 Notices. Notices or other communications may be given under this Agreement by personal delivery, electronic mail or courier delivery to the other party at the address set forth in a relevant Order, or as either Party may otherwise designate in writing. Any such communication shall be deemed given and received five (5) days after mailing (if so mailed) and upon delivery (if so delivered). A Party may change its address by giving notice to the other Party in a signed writing.

Intelrad Notice Address:
305 Church at N. Hills St.
6th Floor
Raleigh, NC 27609
Attn: Legal Department

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DEFINITIONS SCHEDULE

“Affiliate” means, with respect to Intelrad, any other Person who or which, directly or indirectly, is controlled by, or is under common control with, Intelrad.

“Agreement” means the Software Services Agreement and all applicable Schedules.

“Client Data” means data provided by Client or received by Intelrad including any Personal Information.

“Clinical Data” means data, health and diagnostic information received from Client or through Intelrad’s relationship with Client.

“Confidential Information” means information that, by reason of its nature, ought in good faith to be treated as proprietary or confidential by a reasonable recipient and includes the contents and the negotiated terms of this Agreement, including the amount and manner of payment of the Fees. Confidential Information includes, but is not limited to, Personal Information, Intellectual Property, all non-public information regarding either Party’s business information, marketing and promotions, the identity of either Party’s customers, as well as all discussions leading to any of these and, in the case of Intelrad, the Licensed Software and Services and performance of such products.

“Derivative Works” means any modification, improvement, enhancement or update or other change of or to the Intelrad Technology, Information and IP or Services.

“Documentation” means all documentation, manuals, technical information and other materials that accompany the Services, including those which describe the functionality of the Licensed Software.

“Go-Live Date” means the date when Intelrad deems that a Service in any given Order is operational and ready for clinical use by Client which, in any event, shall not exceed six (6) months after the date of last signature of an Order.

“Intellectual Property” includes the Licensed Software and all know-how, trade secrets, copyrights, moral rights, trademarks and patentable or non-patentable inventions relating thereto, as well as materials, notes, designs, technical data, ideas, research, reports, documentation, discoveries, internet domain names, network identifiers and other similar information and includes, without limitation, other material protected by any and all rights created under laws governing patents, copyrights, mask works, trade secrets, and trademarks.

“Licensed Software” means the Proprietary Licensed Software and any Third-Party Software together with all Documentation, updates, substitutions, corrections and modifications supplied by Intelrad to Client from time to time.

“Order” is the document setting out the Services to be provided by Intelrad to Client, including any amendments thereto.

“Personal Information” means any information, including PHI, relating to an identified or identifiable natural person.

“PHI” shall have the same meaning as “protected health information” in 45 C.F.R. §§164.501 and 160.103, limited to the information created or received by Intelrad from or on behalf of Client.

“Professional Services” means services provided by Intelrad to Client which are not set out in the standard terms and set forth in an Order or as agreed from time to time between Intelrad and Client.

“Proprietary Licensed Software” means the software owned by Intelrad and its Affiliates.

“Term” means the Initial Term of the Agreement and any Renewal Term thereafter.

“Third-Party License” means (i) a license agreement between a Third-Party Software provider and Client or (ii) a sublicense agreement between Intelrad and Client, regarding Third-Party Software.

“Third-Party Software” means software owned by a third-party other than Intelrad or its Affiliates which may be supplied with or in connection with Proprietary Licensed Software and is either sublicensed to Client pursuant to this Agreement or licensed to Client directly by a third-party provider.