

## VOLPARA HEALTH MASTER LICENCE AND SERVICES AGREEMENT

THIS MASTER LICENCE AND SERVICES AGREEMENT ("Agreement") is entered into and effective as of last date of the first Quotation referencing this Agreement (the "Effective Date") and is between Volpara Health Limited, a New Zealand corporation with company number 2444250 ("Volpara"), and Customer, each a "Party" and collectively the "Parties". Please see Section 13 for definitions of certain capitalised terms used in this Agreement.

The Parties agree as follows:

### 1. LICENCE RIGHTS; RESTRICTIONS

**1.1 Licence Rights.** Subject to the terms of this Agreement, Volpara hereby grants Customer a limited, non-exclusive, non-transferable, non-sublicensable licence during the applicable Subscription Period for the number and type of User licences specified in the Quotation to access and use the Products for Customer's internal business purposes.

**1.2 Restrictions.** Except as expressly permitted under this Agreement, Customer will not, and will not permit any third party to: (a) reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in the Products or any portion thereof; (b) distribute, transfer, grant sublicences, or otherwise in any manner make available the Products or any portion thereof to third parties; (c) breach any security device or protection used for or contained in the Products; (d) remove the trademarks, trade names, or any notice of Volpara or its suppliers from any Products; (e) use the Products in violation of any applicable laws; or (f) in any way access, use, or copy any portion of the Products to directly or indirectly develop, promote, distribute, sell, or support any product or service that is competitive with the Products.

**1.3 Customer Systems; Integrations.** Customer is solely responsible for, and will retain sole control over the operation, maintenance, management of, access to, and use of all Customer Systems necessary for access to and use of the Products, including without limitation: (a) the implementation and maintenance of sufficient physical, administrative, and technical controls for all Customer Systems; (b) screening and security procedures with respect to the security and integrity of the Customer Systems; (c) any Customer System Incidents; and (d) compliance with applicable Documentation. Customer acknowledges and agrees that: (i) Integrations must be specified in a Quotation; and (ii) any additional Integrations require a separate Quotation and will be subject to the Fees set forth therein. For Server Software utilising Volpara's open virtual appliance infrastructure ("Virtual Appliance"), a single Virtual Appliance will be provided by Volpara unless any additional Virtual Appliances are specified in a Quotation, and subject to the applicable Fees therefor.

**1.4 Users.** Each User may not: (a) have more than one (1) User account; or (b) share their password with any third party (including any other User). The security, confidentiality, and integrity of each User account and password is the User's sole responsibility. Customer will promptly notify Volpara of any unauthorised access or use of the Products of which Customer becomes aware. Customer agrees it will be responsible and liable for any violation of this Agreement by Users.

**1.5 Privacy Notice.** Customer's use of the Products and Services is subject to the Privacy Notice (available at [www.volparahealth.com/privacy](http://www.volparahealth.com/privacy)), provided the Privacy Notice will

not apply to protected health information, which is governed solely by this Agreement.

**1.6 Clinical Use.** Customer acknowledges and agrees that (a) the Products and any information made available via the Products are intended solely to be used by licenced healthcare providers and other qualified Customer personnel as an adjunct to the diagnosis and management of clinical conditions associated with specific patient information; (b) the Products will not be used to replace or overrule a qualified, licenced healthcare provider's judgment, clinical diagnosis, or monitoring of cases; and (c) Products that are subject to medical device clearance, registration or approval ("Product Registrations") shall not be used by Customer in a manner that is incompatible or in conflict with such Product Registrations, as such Product Registrations may be updated from time-to-time, and Customer will immediately notify Volpara of any actual or suspected medical-device related reportable incidents.

### 2. SERVICES

#### 2.1 Professional Services.

(a) **Deployment; Customer Success.** Subject to the terms of this Agreement, Volpara will perform Professional Services to implement the Software and onboard Customer's initial Users ("Deployment Services") as may be further set forth in a Statement of Work to the applicable Quotation. User training Deployment Services is limited to the quantity of hours and/or days specified in the applicable Quotation. Customer acknowledges and agrees any dates and timeframe are estimates only and that Volpara's performance of the Deployment Services depend on Customer's timely cooperation with Volpara, including without limitation, making available the personnel, information, Customer Systems, data, instructions, consents, and/or access reasonably requested by Volpara in connection therewith. Where multiple Software products are purchased under a Quotation, Customer agrees that the Deployment Services for each Software product are independent obligations of Volpara, and Customer will not condition its cooperation with Volpara or the activation of a Software product on the concurrent deployment of two (2) or more Software products.

(b) **Additional Services.** Volpara will perform additional Professional Services as mutually agreed upon by the Parties in a Quotation (including all applicable Fees) from time-to-time, which may include, without limitation, enhancements to the functionality of the Software. For Professional Services specified in a Quotation to advise Customer on the clinical management of a high-risk cancer program in connection with Customer's deployment of Volpara Risk Pathways Software, the number of hours specified in a Quotation are an estimate only. Customer agrees that Professional Services in excess of such estimate will be performed by Volpara on a time and material basis and invoiced monthly in arrears at the actual hours worked by Volpara's resources at a blended hourly rate of US\$300 per hour.

**2.2 Support Services.** Volpara will perform standard technical support services for the Software ("Support Services") in accordance with Volpara's Support Policy (available at [www.volparahealth.com/support-policy](http://www.volparahealth.com/support-policy)), including the provision of Updates as set forth therein.

### **3. CUSTOMER DATA**

**3.1 Ownership.** As between the Parties, Customer owns and shall continue to own all Customer Data. Customer is solely responsible and liable for: (a) the accuracy and quality of any and all Customer Data; (b) the compliance by Customer and its Affiliates with all laws applicable to its use of the Customer Data and Products, including, without limitation, any applicable privacy laws applicable to the collection, use, transmission, maintenance, and disclosure of Customer Data by Customer, Users, or Volpara on Customer's behalf; (c) obtaining any necessary consents from individuals as required under applicable Data Protection Laws with respect to the Customer Data collected, stored, used, and shared via the Products; and (d) the compliance by Customer and its Affiliates' with their respective notice(s) of privacy practices or other documents specifying Customer's and/or its Affiliates' collection, use, and disclosure of personal information; and (e) if applicable, the secure storage of Customer Data before the Software is removed and/or the Data deleted on Termination of the licence.

**3.2 Customer Data.** Customer acknowledges and agrees that: (a) the Products and Services require use of Customer Data in identifiable and lawful de-identified and/or aggregate formats to provide the specified functionality to Customer; and (b) Volpara is unable to provide the Products and Services to Customer without such use. Accordingly, Customer hereby grants to Volpara and its Affiliates a non-exclusive, royalty-free, worldwide licence during the Term to use, store, create, reproduce, process, index, display, and transmit: (i) Customer Data; and (ii) Customer Data de-identified by Volpara in accordance with applicable laws ("De-Identified Data"), to provide the Products and Services to Customer.

**3.3 Clinical Use.** Without limiting the terms of Section 3.2 above, Customer hereby grants to Volpara and its Affiliates a non-exclusive, perpetual, irrevocable, right and licence to: (a) use and disclose De-Identified Data for clinical education and research; (b) use De-Identified Data to develop and/or improve Volpara's and its Affiliates' software and services (e.g., to update clinical benchmarks, density scores, risk models, compression and positioning recommendations built into Volpara's software); and (c) aggregate or combine De-identified Data with other de-identified data sets or data elements ("Derived Statistical Data").

### **4. FEES; PAYMENT**

**4.1 Fees.** Customer shall pay all fees, costs, and expenses (collectively, "Fees") specified or otherwise due in accordance with the terms of each Quotation. Payments are non-cancelable, non-refundable and non-creditable with no right of offset or suspension, except as otherwise expressly provided in this Agreement. All Fees shall be paid in New Zealand Dollars unless expressly stated otherwise in the applicable Quotation. Following the 3rd anniversary of the Services Start Date of a Quotation, Volpara reserves the right to increase the Annual Fee annually by 5% or the CPI increase for the prior twelve (12) month period plus 2%, whichever is less.

**4.2 Payment Terms.** Any undisputed Fees not paid when due will incur interest of one and a half percent (1.5%) per month, or the maximum interest rate allowed by Law, whichever is less. Customer will indemnify Volpara for all reasonable costs and

expenses incurred in collecting undisputed overdue amounts owed by Customer under a Quotation or this Agreement.

**4.3 Taxes.** All Fees specified in a Quotation are exclusive of any sales, use, excise, or similar taxes (collectively "Taxes"), which may apply to the sale of the Products and Services. Customer agrees to pay and otherwise be fully responsible for all Taxes (whether or not invoiced to Customer), unless Customer provides Volpara or the Authorised Reseller, as applicable, with a valid exemption certificate for such Taxes.

### **5. TERM; TERMINATION**

**5.1 Term.** The term of this Agreement begins on the Effective Date and continues until the expiration or termination of the last Subscription Term (the "Term"), unless earlier terminated pursuant to the terms hereof. If a Quotation does not provide for automatic renewal of the Subscription Term, Customer agrees that its continued use of the Products and/or Services after the expiration of the applicable Subscription Term shall constitute Customer's agreement to renew the applicable Subscription Term for an additional twelve (12) month period, and Customer shall pay Volpara the Annual Fee in accordance with the terms of the applicable Quotation for such renewal period. Except as expressly permitted in this Agreement, Customer may not cancel or terminate this Agreement in whole or in part during the Term.

#### **5.2 Termination for Cause.**

(a) **Material Breach.** Either Party may terminate this Agreement upon written notice if the other Party breaches any material term or condition of this Agreement and does not cure such breach within thirty (30) days after written notice thereof, provided in the event of non-payment or Customer's breach of Section 1.2, Volpara shall have the right to terminate this Agreement immediately upon written notice to Customer, without providing an opportunity to cure.

(b) **Insolvency.** Either Party may terminate this Agreement upon written notice if the other Party makes a general assignment for the benefit of creditors or files a voluntary petition in bankruptcy, or if a petition in bankruptcy is filed against such other Party and is not dismissed within thirty (30) days after the filing, or if a receiver or trustee is appointed for any of its property or assets. If Products or Services are purchased through an Authorised Reseller, Volpara may terminate any right to use the Products or Services pursuant to this Agreement in the event Volpara fails to receive payment from the Authorised Reseller for such Products and Services.

**5.3 Effect of Termination.** Upon termination or expiration of this Agreement, and except as otherwise set forth herein: (a) all rights and licences granted by either Party under this Agreement will immediately cease; (b) Customer and its Affiliates will immediately cease all use of Products and Services, and will destroy, and/or cause to be destroyed, all copies of the Products in its possession, custody, or control (except as strictly necessary for Customer's compliance with Data Protection Law and other laws); (c) Customer will promptly pay all outstanding Fees due and owing; and (d) within sixty (60) days of the effective date of expiration or termination, each Party will: (i) deliver to the other Party, or if requested by the other Party, destroy (or cause to be destroyed) all Confidential Information of the other Party; (ii) deliver to the other Party all other property and assets of the other Party; and (iii) provide the other Party with written confirmation of the return or destruction, as applicable, of the foregoing.

**5.4 Suspension.** Volpara may, without limiting its other rights and remedies, suspend Customer's access to Product and Services at any time if: (a) required by applicable Laws, including any Product Registration requirements, (b) Customer or any User is in violation of any material term of this Agreement, or (c)

Customer fails to make any payment when due. Volpara will use reasonable efforts to notify Customer prior to any suspension, unless prohibited by applicable Law.

5.5 Survival. The following Sections shall survive the termination or expiration of this Agreement for any reason: Sections 1.2, 3, 4, 5.3, 5.5, 6, 7, 9.4, 10, 11, 12 and 13, together with such other provisions which should by their nature survive termination or expiration.

## **6. PROPRIETARY RIGHTS**

6.1 Customer Proprietary Rights. Customer's Confidential Information and the Customer Data shall at times remain the sole and exclusive property of Customer. Except as expressly set forth in this Agreement, Volpara obtains no rights to Customer's Confidential Information or the Customer Data.

6.2 Volpara IP. Volpara owns and shall retain all right, title, and interest in and to all Volpara IP and, except for the licence rights expressly granted to Customer under this Agreement, Customer will have no right, title, or interest in or to the Volpara IP and all such rights are expressly reserved by Volpara. Customer will not assert, impose, or maintain any encumbrances or other rights in or to the Volpara IP and hereby disclaims any right, title, and interest in and to the Volpara IP. To the extent Customer creates or obtains any rights in any modifications, enhancements, and derivative works to any Volpara IP, Customer hereby assigns to Volpara all right, title, and interest in and to such modifications, enhancements, and derivative works.

6.3 Feedback. Customer may provide Volpara with feedback or suggestions regarding the Products and/or Services (collectively, "Feedback"). Customer agrees that: (a) Feedback will not be deemed Confidential Information; and (b) Volpara may use and modify Feedback, in whole or in part, for any purpose and in any manner without any liability, restriction, attribution, or payment to Customer.

## **7. CONFIDENTIAL INFORMATION**

7.1 Confidential Information. Each Party (including its Affiliates) may provide Confidential Information to the other Party (including its Affiliates). The Party disclosing Confidential Information is referred to herein as the "Disclosing Party," and the Party receiving Confidential Information is referred to as the "Receiving Party."

7.2 Confidentiality and Non-Disclosure. The Receiving Party shall: (a) not use the Confidential Information of the Disclosing Party except as necessary to perform the Receiving Party's obligations and/or exercise its rights under this Agreement; (b) use no less than a reasonable degree of care to prevent the unauthorised use or disclosure of the Disclosing Party's Confidential Information; and (c) not disclose or make available the Disclosing Party's Confidential Information to anyone except to: (i) its Affiliates; (ii) its and its Affiliates' employees, contractors, and representatives; and (iii) its attorneys, auditors, accountants, and other professional advisors, in each case, who have a need to know such information and are subject to obligations of confidentiality at least as protective of Confidential Information as set forth in this Agreement.

7.3 Exceptions. Confidential Information shall not include any information, which, except as a result of unauthorised or unlawful use, access or disclosure: (a) was previously known to the Receiving Party; (b) is or becomes publicly available; or (c) was disclosed to the Receiving Party free of any confidentiality or nondisclosure obligation from a source other than the Disclosing Party.

7.4 Compelled Disclosure. If the Receiving Party is legally compelled to disclose any Confidential Information of the

Disclosing Party pursuant to a subpoena or other requirement of a judicial or governmental authority, the Receiving Party may disclose such Confidential Information provided that it (unless prohibited): (a) promptly notifies the Disclosing Party prior to making such disclosure; (b) provides any reasonably requested assistance to the Disclosing Party in obtaining a protective order; and (c) only discloses that portion of such Confidential Information that the Receiving Party is legally required to disclose.

## **8. DATA SECURITY; COMPLIANCE**

8.1 Data Security. Volpara will maintain appropriate administrative, technical, and physical safeguards for all Customer Data accessed, stored, and transmitted by the Software ("Security Safeguards"), provided Customer will be responsible for all safeguards applicable to the Customer Systems. The Security Safeguards will be designed to comply with the Data Protection Law including to: (a) ensure the confidentiality of the Customer Data; (b) protect against any anticipated threats or hazards to the security or integrity of the Customer Data; and (c) protect the Customer Data against unauthorized access.

8.2 Customer System Incidents. Without limiting the terms of Section 8.1 above, if Customer becomes aware of any unauthorized access to or use of Customer Systems (including Customer Data) related to Customer's use of the Products or Customer's use or receipt thereof (a "Customer System Incident"), Customer will promptly notify Volpara of any Customer System Incident, including a description thereof. Customer will take appropriate steps to contain, control, stop and remediate any Customer System Incident. Customer will provide reasonable details to Volpara regarding the Customer System Incident promptly as information becomes available to Customer and cooperate with Volpara to assess the impact on Volpara and the Products by the Customer System Incident and the related remediation necessary. Customer acknowledges and agrees that Volpara may suspend Customer's access to and use of the Products until the Customer System Incident is fully remediated.

8.3 Compliance. Volpara and Customer shall at all times comply with all applicable laws of New Zealand or any other applicable countries or jurisdictions in the exercise of its rights and performance of its obligations under this Agreement, including without limitation, all applicable Data Protection Laws relating to the handling, storage, processing and use of data. Pursuant to the Data Protection Laws, Customer is the 'Controller' and Volpara is the 'Processor' as further described in the Data Processing Agreement.

## **9. REPRESENTATIONS AND WARRANTIES**

9.1 Mutual. Each Party represents and warrants that: (a) this Agreement has been validly signed and delivered by such Party and constitutes the legal, valid, and binding obligation of such Party enforceable against it in accordance with its terms; (b) it has all requisite authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement; (c) its signature and delivery of this Agreement and its performance and compliance with the terms of this Agreement will not conflict with, result in a breach of, or constitute a default under any contract, agreement, or instrument to which such Party is bound; and (d) in performing its obligations and responsibilities under this Agreement, it will comply with all applicable laws.

9.2 By Customer. Customer represents and warrants to Volpara that Customer and its Affiliates have all necessary rights in and to the Customer Data, including all necessary consents from the underlying data subjects, to upload, enter into, or otherwise

process, or cause to be processed the Customer Data in and/or through the Software as contemplated in this Agreement.

**9.3 Performance Warranty.** Volpara represents and warrants that: (a) the Software (including any Updates provided by Volpara from time-to-time) will perform materially in conformance with the applicable Quotation and Documentation for such Software when used in conformance with the Documentation, the terms of this Agreement, and any applicable Product Registrations; and (b) Volpara will perform the Services in a professional manner. Upon Customer's written notice of Software or Services failing to meet the foregoing warranties, Volpara will use commercially reasonable efforts to correct the non-conformity. If Volpara fails to correct the non-conformity within a reasonable period of time, Customer will have the right to terminate the affected Software or Services upon written notice to Volpara and Volpara will refund to Customer on a pro-rata basis for any pre-paid fees applicable to the remaining unexpired portion of the applicable Subscription Term(s). THIS SECTION 9.3 STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND VOLPARA'S SOLE LIABILITY FOR ANY BREACH OF THE WARRANTIES SET FORTH IN THIS SECTION 9.3.

**9.4 Disclaimers.** CUSTOMER ACKNOWLEDGES AND AGREES THAT EXCEPT AS SET FORTH IN THIS SECTION 9, VOLPARA IS PROVIDING ALL PRODUCTS AND SERVICES "AS IS" AND WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AND VOLPARA HEREBY EXPRESSLY DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES. CUSTOMER ACKNOWLEDGES AND AGREES THAT NO VOLPARA WARRANTIES APPLY TO THIRD-PARTY CONTENT. IF VOLPARA RECEIVES A WARRANTY ON ANY THIRD-PARTY CONTENT, TO THE EXTENT ALLOWABLE, VOLPARA WILL PASS THROUGH SUCH WARRANTY TO CUSTOMER.

## **10. INDEMNIFICATION**

**10.1 Indemnification by Customer.** Customer shall indemnify, defend, and hold harmless Volpara, its Affiliates, and its and their directors, officers, employees, agents, successors, and assigns from and against all third party claims, demands, suits, actions, losses, damages, injuries, liabilities, judgments, liens, encumbrances, orders, fines, penalties, awards, and expenses (including reasonable attorneys' fees) (collectively "Claims") to the extent arising out of: (a) Customer's breach or violation of the terms of this Agreement; (b) the Customer Data or Customer Systems; or (c) bodily injury to or death of any person or damage to real property and/or tangible property caused by Customer.

**10.2 Indemnification by Volpara.** Volpara shall indemnify, defend, and hold harmless Customer, its Affiliates, and its and their directors, officers, employees, agents, successors, and assigns from and against all Claims to the extent arising out of: (a) Volpara's breach or violation of the terms of this Agreement; (b) the Software infringing, misappropriating, or violating the Intellectual Property Rights of a third party (an "IP Claim"); or (c) bodily injury to or death of any person or damage to real property and/or tangible property caused by Volpara, provided that, Volpara will have no obligation to indemnify, defend, or hold harmless Customer to the extent such Claims arise out of, result from, or relate to: (i) any modifications to a Product by Customer; (ii) Customer's unauthorised use of a Product; or (iii) any combination of a Product by Customer with any other content or materials.

**10.3 IP Claims.** If the Software becomes or, in Volpara's opinion, is likely to become the subject of an IP Claim, Volpara may, at its option and expense, either: (a) obtain the right for Customer to continue using the Software in accordance with this Agreement;

(b) replace or modify the Software so that it becomes non-infringing while retaining substantially similar functionality; or (c) if neither of the foregoing remedies can be reasonably effected by Volpara, terminate this Agreement upon written notice to Customer. THIS SECTION 10 STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND VOLPARA'S SOLE LIABILITY FOR ANY IP CLAIM.

**10.4 Procedure.** The Party seeking indemnity shall promptly notify the indemnifying Party of any Claim for which indemnity is owed (an "Indemnified Claim"), provided any failure to promptly notify the indemnifying Party will not relieve the indemnifying Party of its obligations unless the indemnifying Party is materially prejudiced thereby. The indemnifying Party will have exclusive control of the defense and settlement of any Indemnified Claim but may not settle any Indemnified Claim without the indemnified Party's prior written consent, not to be unreasonably withheld. The indemnified Party will cooperate with the indemnifying Party in its defense of the Indemnified Claim.

## **11. LIMITATION OF DAMAGES**

**11.1 Exclusion of Certain Damages.** IN NO EVENT SHALL EITHER PARTY, THEIR RESPECTIVE AFFILIATES, OR ANY VOLPARA SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM THIS AGREEMENT, THE PRODUCTS, AND/OR SERVICES, INCLUDING LOST DATA, LOST REVENUE, LOST PROFITS (EXCLUDING CUSTOMER'S PAYMENT OBLIGATIONS), AND LOSS OF BUSINESS OPPORTUNITY, UNDER ANY THEORY OF LIABILITY AND WHETHER OR NOT SUCH PARTY, THEIR RESPECTIVE AFFILIATES, OR VOLPARA'S SUPPLIERS OR LICENSORS KNEW OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES.

**11.2 Liability Cap.** NOTWITHSTANDING ANY TERMS TO THE CONTRARY, EXCEPT AS SET FORTH IN SECTION 11.3 BELOW, THE MAXIMUM AGGREGATE LIABILITY OF VOLPARA AND ITS AFFILIATES TO CUSTOMER ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, OR OTHERWISE), SHALL NOT EXCEED THE TOTAL FEES PAID BY CUSTOMER TO VOLPARA UNDER THE APPLICABLE QUOTATION DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH THE LIABILITY AROSE. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT.

**11.3 Increased Liability Cap for Certain Damages.** SOLELY WITH RESPECT TO VOLPARA'S BREACH OF ITS OBLIGATIONS SPECIFIED IN SECTION 7.2 (CONFIDENTIALITY), SECTION 8.1 (DATA SECURITY), OR SECTION 8.2 (BUSINESS ASSOCIATE ADDENDUM) AND NOTWITHSTANDING ANY TERMS TO THE CONTRARY, THE MAXIMUM AGGREGATE LIABILITY OF VOLPARA AND ITS AFFILIATES UNDER THIS AGREEMENT TO CUSTOMER ARISING OUT OF OR RELATING THERETO, INCLUDING ANY SECURITY BREACH AND ANY ASSOCIATED INDEMNIFICATION OBLIGATIONS, SHALL NOT EXCEED THREE MILLION U.S. DOLLARS (US\$3,000,000).

**11.4 Allocation of Risk.** THE PARTIES AGREE THAT THE DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT ARE FUNDAMENTAL ELEMENTS OF THIS AGREEMENT AND THE PRODUCTS AND SERVICES WOULD NOT BE PROVIDED TO CUSTOMER ABSENT OF SUCH DISCLAIMERS AND LIMITATIONS OF LIABILITY. SOME

JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF CERTAIN WARRANTIES OR THE LIMITATION OF CERTAIN LIABILITIES, SO THE ABOVE MAY NOT APPLY TO CUSTOMER.

## 12. GENERAL TERMS

12.1 Force Majeure. Excluding Customer's payment obligations hereunder, no Party will be liable for, or will be considered to be in breach of this Agreement on account of any delay or failure to perform any obligation under this Agreement due to force majeure events or other causes or conditions that are beyond such Party's reasonable control.

12.2 Independent Contractors. Nothing in this Agreement shall be deemed to create an agency, joint venture, or partnership relationship between the Parties. Neither Party shall have authority to act on behalf of or bind the other Party in any way and the Parties acknowledge and agree that this Agreement does not confer any enforceable rights or remedies upon any Person other than the Parties.

12.3 Delegation. Customer acknowledges and agrees that Volpara may subcontract or delegate its obligations hereunder to any person or entity, provided Volpara shall remain fully responsible and liable for all acts and omissions of such subcontractors.

12.4 No Third-Party Beneficiaries. Except as set forth in Section 10 above, the Parties do not intend to confer any right or remedy on any other person or entity.

12.5 Announcements. Customer hereby grants Volpara the right to list Customer as a customer of Volpara and use Customer's logo(s) in marketing materials, such as Volpara's website(s) and applications, clinical site locator, customer-facing presentations, investment materials, and any announcements to an applicable stock exchange or investor relations. In addition, Volpara will, with Customer's prior approval have the right to use Customer's name and logo(s) in press releases.

12.6 Notices. Notices under this Agreement shall be in writing and shall be deemed given: (a) five (5) days after the date sent by certified mail, postage prepaid with return receipt requested; or (b) upon written confirmation of delivery by recognised national courier sent by overnight service, to the respective Party as set forth below.

### If to Volpara:

Volpara Health Limited.

Attn: Legal notices

Level 14 Simpl House

40 Mercer Street

Wellington, New Zealand 6011

### If to Customer:

To the address provided to Volpara by Customer or the Authorised Reseller in the Quotation.

12.7 Assignment. This Agreement binds and inures to the benefit of the Parties and their successors and permitted assigns. Neither Party shall assign this Agreement, nor any rights or obligations hereof without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing sentence, either Party may assign this Agreement in connection with an acquisition, merger, reorganisation, or sale of substantially all assets of such Party. Any purported assignment in violation of this Section 12.7 is void and of no effect.

12.8 Governing Law; Arbitration. This Agreement and the rights and obligations of the Parties shall be governed by and construed

under the laws of New Zealand. Any dispute or claim arising out of or relating to this Agreement, or any breach thereof, shall be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules.

12.9 Entire Agreement. This Agreement, including the Quotation(s) and all other documents incorporated herein by reference, constitutes the entire agreement between the Parties. There are no other understandings or agreements, oral or written, regarding this Agreement. Any prior agreements or representations respecting the subject matter of this Agreement are terminated and of no further effect. To the extent there is any conflict between the terms of this Agreement and the terms of a Quotation, then the terms of this Agreement shall control except as expressly stated in the relevant Quotation and only with respect to such Quotation.

12.10 Waiver; Amendment. A Party's failure to enforce any provision of this Agreement will not constitute a present or future waiver of such provision. Any waiver by a Party must be in a signed writing to be effective. Any amendment to this Agreement must be in writing and signed by an authorised representative of each Party. Customer agrees that any terms or conditions found on a Customer purchase order or available via any online vendor credentialing or registration portal are specifically rejected and do not form any part of this Agreement.

12.11 Severability. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement, but the rest of the Agreement will remain in full force and effect.

12.12 Third-Party Content. Third-Party Content is licenced by the respective owners, and therefore subject to terms governing the use thereof that are in addition to or different from the terms of this Agreement. Customer agrees to comply with such additional or different terms and conditions. Such terms may be included or referenced in or with such Third-Party Content, within the Documentation, or provided by Volpara upon written request.

12.13 Remedies. The Parties agree that a breach to this Agreement by either Party may result in immediate, irreparable, and continuing damage to the non-breaching Party for which there will be no adequate remedy at law; and agree that in the event of any such breach or violation, or any threatened or intended breach or violation of this Agreement, the non-breaching Party will be entitled to seek temporary, preliminary, and permanent injunctive relief and/or restraining orders enjoining and restraining such actual, intended, or threatened breach or violation and/or other equitable relief (without needing to post any bond or other security) in addition to such other relief as provided for at law and in equity. Except as expressly stated herein, all rights and remedies under this Agreement are cumulative and not exclusive.

12.14 Interpretation. Section headings are for reference only and will not be used in construing this Agreement. Unless the context requires otherwise, "including" means including but not limited to.

12.15 Counterparts. This Agreement may be signed in counterparts, which together shall constitute a single signed Agreement. Any signature delivered by facsimile transmission, e-mail delivery, or other electronic means shall be a binding obligation of the signing Party with the same force and effect as if such signature were an original thereof.

## 13. DEFINITIONS

“Affiliate” means an entity that is in control of, controlled by, or under common control with a Party. “Control” and “controlled” shall mean the direct or indirect ability: (a) to vote more than fifty percent (50.0%) of the outstanding voting interests; or (b) to direct or cause the direction of general management decisions, including, without limitation, through a management agreement.

“Authorised Reseller” means a reseller, distributor or other third party authorised by Volpara to sell Products and/or Services.

“Confidential Information” means any and all non-public or proprietary information or data which is disclosed or otherwise made available by the Disclosing Party to the Receiving Party in any tangible or oral form, including, but not limited to, plans, concepts, designs, improvements, specifications, formulas, trade secrets, processes, and reports concerning past, present, or future research, technology, know-how, computer programs, products, sales and marketing plans, business plans, product plans and/or costs, deliverables, and any other information, oral or written, that is designated as confidential or proprietary, or that should reasonably be considered confidential or proprietary. The Parties agree that the Products constitute Volpara’s Confidential Information.

“Customer” means the entity identified on the applicable Order Form.”

“Customer Data” means all information and data uploaded or entered into the Software by a User and any directly related computational results that any User derives from such information and data through their use of the Software.

“Customer Systems” means any information technology infrastructure, systems, servers, computers, software, databases, and networks owned, leased, or licenced by Customer and/or its Affiliates, whether operated directly by Customer or its Affiliates or through the use of third-party services, including without limitation, all PACS, RIS, electronic medical records, and/or other data or imaging systems. For clarity, Customer Systems do not include any Products.

“Data Protection Laws” means any laws that relate to the protection of personal data including the UK Data Protection Act 2018, Regulation (EU) 2016/679 General Data Protection Regulation, and equivalent provisions under local, national and regional legislation, as such Laws may be amended from time to time.

“Documentation” means the then-current electronic and/or physical technical documentation, instructions, manuals, and user guides generally made available by Volpara from time-to-time (including any updates thereto), expressly excluding any marketing materials or similar content.

“Intellectual Property Rights” means all works of authorship, copyrights, inventions, patent rights and other rights of inventorship, rights in trademarks, service marks and other indicia of source, rights in trade secrets and proprietary information, rights in data and compilations of data, and all other intellectual property and proprietary rights of any type under applicable laws or international treaty, as well as all rights in registrations and applications for registration of these rights and all licences to these rights.

“Integration” means an integration or interface enabling the communication between a third-party product and the Software.

“Privacy Notice” means the privacy notice located at [www.volparahealth.com/privacy](http://www.volparahealth.com/privacy), as it may be updated by Volpara from time to time.

“Products” means the Volpara Software described in the Quotation, Documentation, Volpara Content, and Third-Party Content.

“Professional Services” means the consulting, implementation, training, and/or other professional services specified in a Quotation to be performed by Volpara pursuant to the terms of this Agreement.

“Quotation” means a written ordering document pursuant to which Customer orders Products or Services and that is entered into by the Parties or entered into by Customer and an Authorised Reseller.

“SaaS Services” means the software of Volpara or its Affiliates specified in a Quotation and made available to Customer on a software-as-a-service basis.

“Server Software” means the software of Volpara or its Affiliates specified in a Quotation and made available to Customer for installation on Customer Systems, including via an open virtual appliance or virtual machine.

“Services” means, collectively, the Professional Services and Support Services.

“Software” means, collectively, the Server Software and the SaaS Services, including any Updates.

“Subscription Term” means the contract duration specified in the applicable Quotation, including any renewal periods. Unless otherwise specified in a Quotation, a Subscription Term begins on the date such Quotation is entered into by the Parties or entered into by Customer and an Authorised Reseller.

“Third-Party Content” means all software, algorithms, tools, materials, Integrations, and content incorporated into or distributed by Volpara for use in combination with the Software that is not owned or developed by Volpara or its Affiliates.

“Updates” means any error corrections, patches, releases, modifications, updates, and/or versions of the Software that Volpara makes generally available at no additional charge to its Customers, which may contain, among other things, enhancements, improvements, or other changes to the functionality, compatibility, capabilities, performance, efficiency, or quality of the Software.

“User” means employees and contractors of Customer or its Affiliates who: (a) are authorised by Customer or its applicable Affiliate to use the Software; and (b) have been issued a username and password for the Software.

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