

## MASTER LICENSE AND SERVICES AGREEMENT

THIS MASTER LICENSE AND SERVICES AGREEMENT ("Agreement") is entered into and effective as of the date of the first Quotation referencing this Agreement (the "Effective Date") and is by and between the Lunit x Volpara Health entity identified on a Quotation or in Table 1 of this Agreement ("Vendor"), and Customer, each a "Party" and collectively the "Parties". Please see Section 13 for definitions of certain capitalized terms used in this Agreement.

The Parties agree as follows:

### 1. LICENSE RIGHTS; RESTRICTIONS

1.1 License Rights. Subject to the terms of this Agreement, Vendor hereby grants Customer a limited, non-exclusive, non-transferable, non-sublicensable license during the applicable Subscription Term for the number and type of licenses 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 sublicenses, 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 Vendor or its suppliers from any Products; (e) use the Products in violation of the terms of this Agreement, the Documentation, or 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 Integrations. 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 utilizing Vendor's open virtual appliance infrastructure ("Virtual Appliance"), a single Virtual Appliance will be provided by Vendor 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 Vendor of any unauthorized 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 Clinical Risk. Customer acknowledges and agrees that (a) the Products and any information made available via the Products are intended solely to be used by licensed 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, licensed healthcare provider's judgment, clinical diagnosis, or monitoring of cases; (c) Vendor does not provide medical or health care services and does not and cannot practice medicine or give medical advice; and (d) with respect to Products that are subject to medical device clearance, registration or approval ("Product Registrations"): (i) the Products shall not be used by Customer in a manner that is incompatible or in conflict with such Product Registrations, as such may be updated from time-to-time; (ii) Customer is responsible for ensuring that it and its Users are aware of the applicable instructions for use, as such may be updated from time-to-time; (iii) Customer will immediately notify Vendor in reasonable detail of any actual or suspected medical device-related reportable complaints or incidents ("Product Incidents");

and (iv) Customer shall provide reasonable co-operation, feedback, and assistance to Vendor in relation to its post-market surveillance obligations and/or its investigation of any Product Incident to enable Vendor to comply with its obligations under the applicable medical device Laws.

### 2. SERVICES

#### 2.1 Professional Services.

(a) Deployment; Customer Success. Subject to the terms of this Agreement, Vendor will perform Professional Services to implement the Software and train Customer's initial Users ("Deployment Services") as may be further set forth in a Statement of Work. 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 timeframes are estimates only and that Vendor's performance of the Deployment Services depends on Customer's timely cooperation with Vendor, including without limitation, making available the personnel, information, Customer Systems, data, instructions, consents, and/or access reasonably requested by Vendor 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 Vendor, and Customer will not condition its cooperation with Vendor or the activation of a Software product on the concurrent deployment of two (2) or more Software products.

(b) Additional Services. Vendor 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 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 Vendor 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 Vendor on a time and material basis and invoiced monthly in arrears at the actual hours worked by Vendor's resources at a blended rate of US \$300 per hour.

2.2 Support Services. Vendor will perform standard technical support services for the Software ("Support Services") in accordance with Vendor'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 Customer Responsibilities. 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 Products and Services, including, without limitation, any Data Protection Laws applicable to the collection, use, transmission, maintenance, and disclosure of Customer Data by Customer, Users, or Vendor on Customer's behalf; (c) obtaining any necessary and legally required consents from individuals as required under applicable Data Protection Laws with respect to the Customer Data collected, stored, used, shared via the Products or any personal data otherwise disclosed to Vendor; 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.

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

**3.3 Data Processing Addendum.** Vendor will process Customer Data to provide the Products and Services in accordance with the terms of the Vendor DPA. The Vendor DPA is hereby incorporated herein by reference.

**3.4 Privacy Notice.** To the extent that Customer Data or Personal Data otherwise provided by or relating to Customer is collected or processed by Vendor for its (including its Affiliates') own purposes (e.g., customer account management and marketing purposes) the Privacy Notice shall apply to such processing.

**3.5 Additional Use.** Except where the uses of data described in this Section 3.5 would require Vendor or its Affiliates to obtain valid individual consent from Customer's patients (e.g., where Customer is located in the EU or United Kingdom): Customer, without limiting the terms of Section 3.2 above, hereby grants to Vendor and its Affiliates a non-exclusive, perpetual, irrevocable, right and license to: (i) use and disclose Pseudonymized Data for clinical research; (ii) use and disclose Pseudonymized Data to develop and/or improve Vendor's and its Affiliates' software and services; and (iii) aggregate or combine Pseudonymized Data with other pseudonymized 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 U.S. Dollars unless expressly stated otherwise in the applicable Quotation. Following the 2nd anniversary of the Effective Date of a Quotation, Vendor 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 Vendor 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 Vendor or the Authorized 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 Vendor 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, Vendor 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 Authorized Reseller, Vendor may terminate any right to use the Products or Services pursuant to this Agreement in the event Vendor fails to receive payment from the Authorized 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 licenses 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 applicable Laws); (c) Customer will promptly pay all outstanding Fees and interest 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.** Vendor 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. Vendor 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, Vendor obtains no rights to Customer's Confidential Information or the Customer Data.

**6.2 Vendor IP.** Vendor owns and shall retain all right, title, and interest in and to all Vendor IP and, except for the license rights expressly granted to Customer under this Agreement, Customer will have no right, title, or interest in or to the Vendor

IP and all such rights are expressly reserved by Vendor. Customer will not assert, impose, or maintain any encumbrances or other rights in or to the Vendor IP and hereby disclaims any right, title, and interest in and to the Vendor IP. To the extent Customer obtains any rights in any Vendor IP or any modifications, enhancements, and derivative works to any Vendor IP, Customer hereby assigns to Vendor all right, title, and interest in and to such modifications, enhancements, and derivative works.

**6.3 Feedback.** Customer may provide Vendor 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) Vendor 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 unauthorized 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. The Receiving Party acknowledges and agrees that it shall be fully responsible and liable for any breach of this Agreement by its permitted recipients and that any such breach shall be deemed the Receiving Party's breach.

**7.3 Exceptions.** Confidential Information shall not include any information, which, except as a result of unauthorized or unlawful use, access or disclosure: (a) was previously known to the Receiving Party; (b) is or becomes publicly available other than as a result of the breach of this Agreement; 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. CUSTOMER SYSTEMS**

**8.1 Data Security.** Vendor 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: (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. 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: (i) the implementation and maintenance of sufficient physical, administrative, and technical controls for all Customer Systems; (ii) screening and security procedures with respect to the security and integrity of the Customer Systems; (iii) any Customer System Incidents; and (iv) compliance with the Documentation.

**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 Vendor 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 Vendor regarding the Customer System Incident promptly as information becomes available to Customer and cooperate with Vendor to assess the impact on Vendor and the Products by the Customer System Incident and the related remediation necessary. Customer acknowledges and agrees that Vendor may suspend Customer's access to and use of the Products until the Customer System Incident is fully remediated.

## **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) it will comply with all Laws applicable to its obligations and responsibilities under this Agreement.

**9.2 By Customer.** Customer represents and warrants to Vendor 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.** Vendor represents and warrants that: (a) the Software (including any Updates provided by Vendor 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) Vendor will perform the Services in a professional manner. No representative, employee or agent of Vendor or its Affiliates is authorized to give any other warranties on behalf of Vendor or modify the limitations or exclusions in this Agreement. Upon Customer's written notice of Software or Services failing to meet the foregoing warranties, Vendor will use commercially reasonable efforts to correct the non-conformity. If Vendor 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 Vendor and Vendor 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). TO THE EXTENT PERMITTED BY APPLICABLE LAW, THIS SECTION 9.3 STATES



CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND VENDOR'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, VENDOR IS PROVIDING ALL PRODUCTS AND SERVICES "AS IS" AND WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AND VENDOR HEREBY EXPRESSLY DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES. CUSTOMER ACKNOWLEDGES AND AGREES THAT NO VENDOR WARRANTIES APPLY TO THIRD-PARTY CONTENT. IF VENDOR RECEIVES A WARRANTY ON ANY THIRD-PARTY CONTENT, TO THE EXTENT ALLOWABLE, VENDOR WILL PASS THROUGH SUCH WARRANTY TO CUSTOMER.

## 10. INDEMNIFICATION

10.1 Indemnification by Customer. Customer shall indemnify, defend, and hold harmless Vendor, its Affiliates, and its and their directors, officers, employees, agents, successors, and assigns from and against all losses, damages, liabilities, fines, penalties, costs, and expenses (including reasonable attorneys' fees) (collectively "Losses") to the extent arising out of any third party claims, demands, suits, or actions relating to or arising out of: (a) Customer's breach or violation of the terms of this Agreement; (b) Customer's provision of incorrect or incomplete information to Vendor or any failure to timely provide Vendor with any information it requests from Customer; (c) the Customer Data or Customer Systems; or (d) bodily injury to or death of any person or damage to real property and/or tangible property caused by Customer.

10.2 Indemnification by Vendor. Vendor 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) Vendor's breach or violation of the terms of this Agreement; (b) the Software infringing, misappropriating, or violating the Intellectual Property Rights of such 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 Vendor, provided that, Vendor 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 breach of this Agreement or any unauthorized use of a Product by Customer or a User; 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 Vendor's opinion, is likely to become the subject of an IP Claim, Vendor 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 Vendor, terminate this Agreement upon written notice to Customer. THIS SECTION 10 STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND VENDOR'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 VENDOR 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, LOSS OF USE OR CORRUPTION OR CORRUPTION OF SOFTWARE, DATA OR INFORMATION, LOST REVENUE, LOST PROFITS (EXCLUDING CUSTOMER'S PAYMENT OBLIGATIONS), AND LOSS OF BUSINESS OPPORTUNITY, LOSS OF AGREEMENTS OR CONTRACTS, LOSS OF ANTICIPATED SAVINGS, LOSS OR DAMAGE TO GOODWILL, AND INDIRECT OR CONSEQUENTIAL LOSS, UNDER ANY THEORY OF LIABILITY AND WHETHER OR NOT SUCH PARTY, THEIR RESPECTIVE AFFILIATES, OR VENDOR'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 VENDOR 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 VENDOR 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 VENDOR'S BREACH OF ITS OBLIGATIONS SPECIFIED IN SECTION 3.3 (DATA PROCESSING ADDENDUM), SECTION 7.2 (CONFIDENTIALITY), OR SECTION 8.1 (DATA SECURITY) AND NOTWITHSTANDING ANY TERMS TO THE CONTRARY, THE MAXIMUM AGGREGATE LIABILITY OF VENDOR 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. Nothing in this Agreement shall exclude or limit the liability of a Party to the extent that such liability arises in respect of: (a) death or personal injury caused by the negligence of such Party, its Users, or its or its Affiliates' personnel; (b) fraud or fraudulent misrepresentation; and (c) any liability that cannot be excluded or limited by applicable laws.

## 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 Vendor may subcontract or delegate its obligations hereunder to any person or entity, provided Vendor 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 Vendor the right to list Customer as a customer of Vendor and use Customer's logo(s) in marketing materials, such as Vendor's and its Affiliates' website(s) and applications, customer-facing presentations, investment materials, and any announcements to an applicable stock exchange or investor relations. In addition, Vendor 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 recognized international courier, to the respective Party as set forth below.

**If to Vendor:**

Attn: Legal notices

P.O. Box 24404, Manners Street

Wellington Central, Wellington 6011, New Zealand

**If to Customer:**

To the Customer address provided 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, reorganization, 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; Venue.** This Agreement shall be controlled by and construed under the Laws of the jurisdiction set out in Table 1 corresponding to the location of Customer, but excluding any conflict of law rules or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded. Any suit, action or proceeding arising out of or relating to this Agreement (including any non-contractual dispute or claim) will be referred to and finally resolved by arbitration under the London Court of International Arbitration's rules ("Rules"), which Rules are deemed to be incorporated by reference into this Section, and the following shall apply to any arbitral proceedings: (i) the number of arbitrators shall be one; (ii) the seat, or legal place, of arbitration shall be the capital city of the country in which Customer is incorporated; (iii) the language to be used in the arbitral proceedings shall be English. Nothing in this Agreement shall prevent a party from applying to a suitable domestic or foreign court for injunctive or other interim relief.

**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.

**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 authorized 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 licensed 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 Vendor 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.

"Authorized Reseller" means a reseller, distributor or other third party authorized by Vendor 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 Vendor's Confidential Information.

"CPI" means the U.S. Bureau of Labor Statistics Consumer Price Index.

"Customer" means the entity identified on the applicable Quotation.

"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 licensed by Customer 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" has the meaning given to it in the Vendor DPA.

"Documentation" means the then-current electronic and/or physical technical documentation, instructions, manuals, and user guides generally made available by Vendor 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 licenses to these rights.

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

"Laws" means all national, federal, state and local laws, statutes, rules, court orders, regulations, and ordinances applicable to a Party and/or its Affiliates.

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

"Products" means the Software, Documentation, Vendor 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 Vendor 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 Authorized Reseller.

"SaaS Services" means the software of Vendor 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 Vendor 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 Authorized Reseller.

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

"Updates" means any error corrections, patches, releases, modifications, updates, and/or versions of the Software that Vendor 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 authorized by Customer or its applicable Affiliate to use the Software; and (b) have been issued a username and password for the Software.

"Vendor Content" means the Vendor proprietary forms, letters, materials, tools, Integrations, reports, and content incorporated into or distributed by Vendor for use in combination with the Software.

"Vendor DPA" means the Data Processing Addendum available at [www.volparahealth.com/legal-terms](http://www.volparahealth.com/legal-terms), as it may be updated by Vendor from time to time.

"Vendor IP" means: (a) all Intellectual Property Rights that are: (i) owned, acquired, or developed by (or by a third party on behalf of) Vendor or its Affiliates; or (ii) licensed by Vendor or its Affiliates from a third party; (b) all software and data owned, licensed, leased, or made available by Vendor or its Affiliates; (c) the Products; (d) Vendor's Confidential Information and Derived Statistical Data; and (e) all Intellectual Property Rights, modifications, enhancements, and derivative works in, of, or to any of the foregoing, whether conceived, invented, created or developed by Vendor or any other party.

**Master License and Services Agreement – Table 1**  
**Contracting Entity and Governing Law**

**Contracting Entity.** The Lunit x Volpara Health contracting entity is the entity identified on the Quotation executed by Vendor. Where a Quotation is executed by an Authorized Reseller, the contracting entity for this Agreement will be the Lunit x Volpara Health entity corresponding to the Customer's country location set forth in the table below.

**Governing Law.** Governing law corresponds to the Customer's country location as set forth in the table below.

Customer Location	Lunit x Volpara Health Contracting Entity	Governing Law
Australia	Volpara Health Australia Pty. Ltd.	The governing law shall be the laws of New South Wales, Australia.
Canada	Volpara Health Canada, Inc.	The governing law shall be the laws of the state of Washington, USA.
European Union, European Economic Area, United Kingdom, Switzerland	Volpara Health Limited	The governing law shall be the laws of England and Wales.
Latin America	Volpara Health, Inc.	The governing law shall be the laws of the state of Washington, USA.
Any other country not listed above	Volpara Health Limited	The governing law shall be the laws of New Zealand.