

## CONNEX MD STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions, together with one or more product orders (“Product Order(s)”) signed by Connex MD, Inc. (“Company”) and the licensee (“Licensee”), and any other agreements attached and referred to in a Product Order, together form an agreement between Company and Licensee governing the license of software and internet services by Company and, if applicable, the purchase and sale of related products and services supplied or provided by the Company (together, the “Agreement”). The Agreement may be amended or supplemented only by written agreement of the parties, and Company does not accept any term or condition different from those included in the Agreement (such as, without limitation, any such different term or condition submitted by Licensee in a receipt, acknowledgement, acceptance, or otherwise).

### 1. Certain Definitions.

(a) “Hardware” means any third-party hardware (such as computer workstations and related equipment) that is provided by Company to Licensee under a Product Order.

(b) “License” has the meaning given in Section 2 of these Standard Terms and Conditions.

(c) “Licensee Data” has the meaning given in Section 8 of these Standard Terms and Conditions.

(d) “SECURE Support Terms and Conditions” means the terms and conditions of maintenance and support relating to the Service and the Software, if any, that are included in the Agreement.

(e) “Service” means Licensor’s internet service, for use in connection with the Software, providing remote image storage on Company servers and other services as and to the extent set forth in the Product Order(s), and the associated documentation provided or otherwise made available to Licensee by Company.

(f) “Software” means the version(s) of the Company software program(s) set forth in the Product Order(s) in object code format, and the documentation provided or otherwise made available to Licensee by Company.

2. Grant of License. Subject to and conditional upon the terms of the Agreement, Company grants Licensee and only Licensee a non-sublicensable, non-exclusive, non-transferable right under Company’s intellectual property rights (the “License”) to use the Software and the Service, only if and to the extent set forth in the Product Order(s), and only in accordance with the applicable user documentation provided by Company. Unless the Product Order(s) provide for a site license, the Software and Service may be used only on the number of computer workstations or other devices set forth on the Product Order(s). A hardware partition or blade is considered to be a separate device. If the Product Order(s) specify a site license, the Software and Service may be used only at the number of image acquisition sites (that is, sites where images are generated, such as a medical office) specified in the Product Order(s), but may be used on any number of Licensee devices located at an acquisition site. Licensee has no right to receive, use or examine any source code or design documentation relating to the Software or the Service.

3. Ownership. As between the parties, Company retains title to and ownership of and all proprietary rights with respect to the Software and the Service and all copies and portions thereof. The License does not constitute a sale of the Software or the Service or any portion or copy of either of them. As between the parties, Company owns any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Licensee or any other party relating to the Software or the Service. The Company name, logo, and the product names associated with the Software and the Service are trademarks of Company or third parties, and no right or license is granted to use them.

4. Restrictions. Except as reasonably required to use the Software and the Service strictly in accordance with the License, no part of the Software or the Service may be copied, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Licensee may make one copy of the Software solely for back-up purposes. Licensee must reproduce and include the copyright notice and any other notices that appear on the original Software on any copies and any associated media. Licensee shall not (and shall not allow any third party to): (i) decompile, disassemble, reverse engineer or attempt to reconstruct or discover any source code or underlying ideas or algorithms of the Software or the Service by any means

whatsoever; (ii) remove any product identification, copyright or other notices; (iii) provide, lease, lend, use for timesharing, outsourcing, hosting, service bureau purposes or otherwise use or allow others to use the Software or the Service to or for the benefit of third parties, (iv) except as specified in the applicable user documentation provided by Company, modify, incorporate into or with other software or services or create a derivative work of any part of the Software or Service; (v) create internet "links" to the Service or "frame" or "mirror" any Service content on any other server or wireless or internet-capable device; (vi) access or use the Software or the Service in order to build a similar or competitive product or service; (vii) create or disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Software or the Service; (viii) attempt to gain unauthorized access to the Service; (ix) introduce into the Software or the Service material containing software viruses, worms, trojan horses or other harmful computer code, files, scripts, agents or programs; or (x) interfere with or disrupt the integrity or performance of the Service or the data therein. Licensee agrees to notify Company immediately of any unauthorized use of the Software or Service of which Licensee becomes aware, or any other known or suspected breach of security.

5. Fees. Fees are as set forth in the Product Order(s) and/or attachments. License fees for the Software and Service may include, without limitation, initial fees and monthly or other periodic fees. Periodic fees may vary, among other things, according to the volume of image data selected by Licensee to be available for storage on the Service. Surcharges will apply to data storage exceeding agreed upon amounts. Fees are subject to increase upon notice by Company except to the extent that a service agreement with a particular term and a fee applicable to the duration of such term are set forth in the Product Order(s). Separate fees may be charged for Hardware or services such as setup, installation, maintenance, and support. The SECURE Support Terms and Conditions set forth fee and payment terms with respect to maintenance and support services. All fees are exclusive of shipping, taxes, duties and the like, which shall be paid by Licensee. Unless otherwise specified, initial fees (including, without limitation, installation, setup, and Hardware fees) and the first installment of periodic fees are due and payable upon entry into an Agreement by execution of a Product Order. Unless otherwise specified, periodic fees (after the first installment) are due on the first day of each period. Hardware, Software or goods physically delivered to Licensee

and not installed onsite by Company are shipped F.O.B. Company's designated facility. Late payments will be subject to late fees at the rate of 1.5% per month, compounded monthly, or, if lower, the maximum rate allowed by law.

6. Cancellations. If Company agrees to cancellation of a signed Agreement at Licensee's request, such cancellation may be conditioned upon payment of a cancellation fee, which may include, without limitation, manufacturing costs, Hardware return or cancellation costs (if such return or cancellation may be made), restocking, and support or other service fees to date.

7. Compliance with Law. Licensee is responsible for all use of the Software and Service licensed under the Agreement and all activity occurring under Licensee's user accounts. Licensee shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with its use of the Software, Service, and Hardware, including, without limitation, those related to data privacy, international communications and the transmission of technical or personal data. Company will reasonably cooperate with Licensee to provide information necessary to Licensee's compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Licensee represents and warrants that neither it nor any of its directors or employees: (i) have been excluded or barred from participation in a federal or state health care program; (ii) is subject to an investigation relating to the same; or (iii) have been charged or criminally convicted or had a civil judgment rendered against them in a matter relating to participation in a federal or state health care program.

8. Licensee Data. Company does not own any data, information or material submitted by Licensee in the course of using the Software or the Service ("Licensee Data"). Licensee has sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Licensee Data. Licensee acknowledges and agrees that Licensee Data may be transferred or stored outside of the country or other jurisdiction where Licensee is located. In addition, Licensee acknowledges and agrees that it is Licensee's obligation to inform third parties of the use, processing or transfer of Licensee Data and to ensure that such third parties have given their consent to such use, processing, and transfer as required by all applicable law, including without limitation law governing data protection and privacy. If the License is terminated (other than by reason of

Licensee's breach), Company will make available to Licensee a file of the Licensee Data then in Company's possession within 30 days of termination if Licensee so requests at the time of termination. Company will have no obligation to maintain, forward or provide access to any Licensee Data after any termination of the License except as otherwise specifically provided above or by applicable law.

9. Third-Party Sites. The Software or the Service may contain links to third-party websites or refer to products or services of third parties. Company has no liability or obligation for, and does not endorse or accept any responsibility for, the contents or use of third-party websites, products, or services, or any transactions entered into with third parties. The inclusion of any link in the Software or the Service to a third-party site is as a convenience only and does not imply endorsement by Company of the linked website, notwithstanding any inclusion on such site of Company trademarks.

10. Maintenance and Support. Maintenance and support, to the extent ordered on the Product Order(s) or on subsequent document(s) accepted in writing by Company, shall be provided under the terms and conditions set forth in the SECURE Support Terms and Conditions; Company has no other obligations to provide support or maintenance or updates, modifications or new releases under the Agreement. No obligation of Company under such a document shall survive termination of the License granted hereunder. Any update, modification, or release provided by Company to Licensee will be subject to all limitations, restrictions, and qualifications relating to the Software and the Service, as well as Licensee's obligations with respect to the Software and the Service.

11. Installation. Licensee is responsible for all installation and setup of Software and Hardware unless otherwise set forth on the applicable Product Order, and all such installation and Setup shall be performed by Licensee in accordance with any documentation provided by Company. If Company has agreed to provide any installation and/or setup services, Licensee will provide such assistance as Company may reasonably request, including without limitation access to Licensee's facilities, personnel, and relevant information. Licensee is in all cases responsible for preparation of an installation site suitable for the Hardware and Software, and Licensee represents and warrants that the installation site accords with applicable laws and regulations, including without limitation safety and building codes.

12. Termination of License. The License is effective until terminated. The License will terminate automatically if Licensee fails to cure any breach of a material provision of the Agreement within 30 days (10 days in the case of nonpayment) of receiving notice of such breach from Company (or immediately upon notice in the case of a breach of Section 4 of these Standard Terms and Conditions (Restrictions)). Upon termination, Licensee shall immediately cease all use of the Software and the Service and return or destroy all copies of the Software and all portions thereof and so certify to Company. Except for the License and except as otherwise expressly provided herein, the terms of the Agreement shall survive termination. Termination is not an exclusive remedy and all other remedies will be available whether or not the License is terminated.

13. Limited Warranty and Disclaimer. Company warrants, for a period of 30 days from the delivery of the first copy of Software under the Agreement and from first use of the Service by Licensee (but not under the SECURE Support Terms and Conditions), that such Software and the Service, as delivered and if used in accordance with Company's then-current applicable documentation, will perform substantially as described in such documentation. This warranty covers only problems reported to Company during the warranty period. ANY LIABILITY OF COMPANY WITH RESPECT TO THE SOFTWARE AND SERVICE OR THE PERFORMANCE THEREOF OR DEFECTS THEREIN UNDER ANY WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY WILL BE LIMITED EXCLUSIVELY TO PRODUCT REPLACEMENT OR, IF REPLACEMENT IS INADEQUATE AS A REMEDY OR, IN COMPANY'S OPINION, IMPRACTICAL, TO REFUND OF THE LICENSE FEE AND TERMINATION OF THE LICENSE. EXCEPT FOR THE FOREGOING, THE SOFTWARE, SERVICE, AND HARDWARE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. FURTHER, COMPANY DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATION THAT THE SOFTWARE, SERVICE, OR HARDWARE WILL BE FREE FROM BUGS OR THAT THEIR USE WILL BE UNINTERRUPTED, NOR DOES COMPANY MAKE ANY WARRANTY, GUARANTEE OR REPRESENTATION REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE

SOFTWARE, SERVICE, HARDWARE, OR WRITTEN MATERIALS IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. COMPANY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

Licensee understands that Company does not provide any warranty and shall have no liability with respect to Hardware or any other third-party goods, regardless of whether such goods are provided by Company, nor does Company provide any warranty or have any liability for services provided by third parties. However, Company will reasonably cooperate with Licensee at Licensee's request to extend third-party Hardware warranties to Licensee (at Licensee's expense, if any) to the extent that such warranties are available to Licensee.

14. Government Matters.

(a) Licensee shall comply with and bear all costs relating to all applicable export laws, restrictions, and regulations of any United States or foreign agency or authority. Licensee will not export or re-export, or allow the export or re-export of any product, technology or information it obtains or learns pursuant to the Agreement (or any direct product thereof) in violation of any such laws, restrictions or regulations.

(b) As defined in FAR section 2.101, DFAR section 252.227-7014(a)(1) and DFAR section 252.227-7014(a)(5) or otherwise, all software and accompanying documentation provided in connection with the Agreement are "commercial items," "commercial computer software" and/or "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by the terms of the Agreement and shall be prohibited except to the extent expressly permitted by the terms of the Agreement. Licensee will ensure that each copy used or possessed by or for the government is labeled to reflect the foregoing.

15. Limitation of Remedies and Damages; Force Majeure. EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THE AGREEMENT OR ANY ATTACHMENT, PRODUCT ORDER, SCHEDULE OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY:

(a) FOR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR (EXCEPT AS EXPRESSLY PROVIDED IN SECTION 13 OF THESE STANDARD TERMS AND CONDITIONS (LIMITED WARRANTY AND DISCLAIMER)) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY;

(b) FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS; OR

(c) FOR ANY MATTER BEYOND ITS REASONABLE CONTROL.

16. Governing Law; Venue; Attorneys' Fees. The Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of Washington and the United States without regard to conflicts of laws provisions thereof. Any disputes, actions, claims or causes of action arising out of or in connection with the Agreement shall be subject to the exclusive jurisdiction of the courts located in King County, Washington. The prevailing party in any action to enforce the Agreement shall be entitled to recover its reasonable costs and expenses, including, without limitation, attorneys' fees.

17. Equitable Remedies. The parties agree that a breach of the Agreement adversely affecting Company's proprietary rights in the Software or the Service would cause irreparable injury to Company for which monetary damages would not be an adequate remedy and that the Company shall be entitled to equitable relief in addition to any remedies it may have under the Agreement or at law.

18. Entire Agreement. The parties agree that the Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of the Agreement.

19. Confidentiality of Price Data. The price terms of the Agreement are confidential information of Company and no press release or other written or oral disclosure of any nature regarding the price terms of the Agreement shall be made by Licensee without Company's prior written approval; however, approval for such disclosure shall be deemed given to the extent such disclosure is required to comply with governmental rules.

20. Miscellaneous. Although fully assignable and transferable by the Company, the License and the Agreement (including all rights and obligations) are not assignable or transferable by Licensee without the prior written consent of Company; any attempt to do so shall be void. Any notice, report, approval or consent required or permitted under the Agreement shall be in writing and will be deemed to have been duly given upon delivery personally or four days after it is mailed by first-class, registered or certified U.S. mail, postage prepaid to the respective addresses of the parties as set forth in the Product Order(s) (or such other address as a party may designate by notice as provided in this sentence). No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights under the Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or power under the Agreement preclude further exercise of any other right under the Agreement. If any provision of the Agreement is adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the Agreement shall otherwise remain in full force and effect and enforceable. Any waivers under or amendments to the Agreement shall be effective only if made in writing by non-preprinted agreements signed by a representative of each party that is authorized to bind such party.

21. Basis of Bargain. EACH PARTY RECOGNIZES AND AGREES THAT THE WARRANTY DISCLAIMERS AND LIABILITY AND REMEDY LIMITATIONS IN THE AGREEMENT ARE MATERIAL BARGAINED FOR BASES OF THE AGREEMENT AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THE AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THE AGREEMENT.