

SCREENPOINT END USER LICENSE AGREEMENT (UNITED STATES)

V1.1 dated 11/2/2022 (informative only)

1. **Grant of Rights.**

(a) License. Subject to Customer's compliance with the terms of this EULA, ScreenPoint grants to Customer a non-exclusive, non-transferable, terminable, non-sublicensable license to use the Transpara® software (including all Updates and Upgrades thereto, the "Software"), in accordance with this EULA, applicable law, and the accompanying or related user guide, manuals, and documentation, if any ("Documentation"), during the term of its Order (defined below), unless otherwise terminated in accordance with this EULA.

(b) Use Restrictions. Customer shall not:

- (i) install or configure the Software;
- (ii) access or use the Software or Documentation other than as prescribed in this EULA or applicable law and regulations;
- (iii) copy, modify, distribute, create derivative works from, publicly display, publicly perform, sublicense, transfer, reverse engineer, decompile, disassemble or attempt to derive the source code of the Software or the Documentation;
- (iv) remove any proprietary notices from the Software, Documentation, or both;
- (v) use the Software other than as permitted in the Documentation;
- (vi) use the Software or Documentation to create a competitive product to the Software;
- (vii) use the Software for time sharing or as a service bureau, or
- (viii) use the Software or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

(c) IP Ownership. As between the parties, ScreenPoint is the sole and exclusive owner of all right, title and interest in and to the Software, Documentation, and Software Prerequisites, or has all rights necessary to grant the licenses to Customer that are granted herein. Nothing in this EULA transfers any ownership rights or interest in or to the Software, Documentation, and Software Prerequisites to Customer or to any other third party. As between the parties, any improvements, derivative works, enhancements, or modifications in or to the Software, Documentation, and Software Prerequisites are the sole and exclusive property of ScreenPoint, regardless of when created or by whom. Customer hereby assigns to ScreenPoint any feedback, ideas or comments about the Software, Documentation, and Software Prerequisites without further compensation or attribution. ScreenPoint reserves all rights not expressly granted to Customer in this EULA.

2. **Ordering.**

(a) Direct or Indirect Orders. Customer may purchase Software and Services (defined below) from a channel partner or reseller authorized by ScreenPoint to resell the Software and Services (each, a "Reseller") or directly from ScreenPoint through a signed quotation or similar ordering document provided by ScreenPoint (an "Order").

(b) Software Prerequisites. Customer must implement and comply with the requirements in the applicable compatibility documentation and installation manual (collectively, the "Software Prerequisites"). ScreenPoint reserves the right to verify Customer's compliance with Software Prerequisites. ScreenPoint is not responsible for installation of Software in the event Customer does not comply with the Software Prerequisites or otherwise has not completed the Software Prerequisites fully and accurately.

(c) Training. Customer must complete a Software training program made available by ScreenPoint prior to using the Software if it has not already done so. ScreenPoint require its sign-off on the applicable training records prior to providing access to the Software to Customer.

(d) Access Rights. In order for ScreenPoint to (a) install the Software, (b) provide warranty services, (c) provide Updates or Upgrades, and (d) provide Support (collectively, the "Services"), Customer will provide (i) all necessary consents for ScreenPoint and its personnel to provide the Services remotely from any location, worldwide, (ii) building access permissions necessary for ScreenPoint and its personnel to go onsite and provide the Services in person; (iii) network access permission permitting ScreenPoint and its personnel to access the Customer's virtual server as necessary to provide the Services; (iv) any other access, personnel cooperation, and connectivity required by ScreenPoint to provide the Services; and (v) satisfaction of all requirements in the Software Prerequisites prior to installation. ScreenPoint disclaims all liability relating to, and is released from its obligations to provide, the applicable Services in the event Customer fails to provide any of the foregoing consents, permissions or access, or otherwise fails to comply with this Section. Further, in the event ScreenPoint does not receive sufficient consent, access, and cooperation necessary to perform the Services within a reasonable time period, ScreenPoint may terminate the applicable Order without penalty.

(e) Installation and Acceptance. Subject to the terms of this EULA and Customer's provision of all necessary access and cooperation requested by ScreenPoint, ScreenPoint will make commercially reasonable efforts to install the Software within the timeframes set forth in the Order. Any dates in an Order regarding installation timeframes are estimates and are subject to change. Under no circumstances shall an installation timeline be binding on ScreenPoint; installation timelines are only estimates. ScreenPoint require its customer to sign-off on the applicable delivery form records prior to providing access to the Software to Customer. The Software is deemed accepted upon the earlier of: (a) five (5) days after installation; or (b) Customer's first use of the Software in a healthcare setting. ScreenPoint may perform installation services remotely or in person, in its sole discretion.

(f) Updates and Upgrades. ScreenPoint may, from time to time, provide updates or bug fixes to the Software ("Updates") or enhancements or other upgrades to the Software ("Upgrades"), to its customer base at no additional cost. New features or new products are not included in the definitions of "Updates" or "Upgrades" and are outside the scope of this EULA. Customer must maintain the latest version of the Software made available by ScreenPoint. ScreenPoint reserves the right to suspend Customer's access to the Software until Customer installs all available Updates, and is using the most up-to-date version of the Software. Further, ScreenPoint is not obligated to provide Support or other Services in the event a Customer is not using the most up-to-date version of the Software.

(g) Support. ScreenPoint will provide the service, support, maintenance, correction, repair, or replacement of the Software ("Support") if purchased by Customer in accordance with the applicable Order. At ScreenPoint's discretion, ScreenPoint may provide Support onsite or remotely to Customers, from any location, including a location outside of the United States. Customer acknowledges that ScreenPoint's obligation to provide Support is contingent upon the Customer installing the latest version of the Software, including all Updates or Upgrades made available to the Customer.

3. Termination.

This EULA and the rights granted in this EULA will continue in effect for the duration of the term set forth in the applicable Order for Software unless terminated earlier in accordance with this EULA. This EULA will terminate, and all rights granted herein, if Customer violates or fails to comply with any provision of this

EULA and fails to cure such breach within thirty (30) days after receipt of notice of such breach from ScreenPoint or the Reseller, if applicable. ScreenPoint reserves the right to immediately suspend or terminate use of or access to the Software if: (a) required by applicable law or court order, to prevent harm or damage to Customer, ScreenPoint, any third party or property, or to address actual or suspected security threats, (b) ScreenPoint does not timely receive payment from the Customer or Reseller, or (c) in the event Customer is purchasing through a Reseller, if Customer breaches its agreement with the Reseller. Customer is not authorized to terminate this EULA unless otherwise agreed to in writing by ScreenPoint. Customer is solely responsible for removing or backing up its data from the Software prior to termination or expiration. ScreenPoint may automatically disable the Software or delete the Software from Customer's virtual server upon termination or expiration. ScreenPoint is not liable for any loss of data that is not backed-up in advance by Customer.

4. Confidential Information.

In the course of its performance under this EULA, each party may become exposed to or otherwise be provided with information that is confidential or proprietary to the other party (or its licensors or affiliates) and is not publicly known (known as a party's "**Confidential Information**"). Confidential Information includes, without limitation: (a) a party's business, financial, technical, product, software and operational information; (b) in the case of ScreenPoint, the Software, Documentation, and Software Prerequisites; (c) this EULA; (d) anything marked as confidential, proprietary or with a similar legend; (e) a party's intellectual property rights; and (f) any information that by the nature of the information or the context of disclosure should be considered to be confidential or proprietary. Confidential Information does not include information disclosed by or on behalf of a party that the receiving party can establish: (i) was known by it prior to the date of disclosure under this EULA by a party other than the disclosing party, (ii) was acquired by it as a result of independent research or development by it, as confirmed by the party's written records and documents with no reference to the disclosing party's Confidential Information; (iii) was received by it from a third party having the lawful right to disclose such information; or (iv) is part of the public domain through no breach by such receiving party with an obligation to keep such information confidential.

The receiving party will not disclose the other party's Confidential Information to any person not within its employ without the prior written permission of the disclosing party. Notwithstanding the foregoing, ScreenPoint may share Customer's Confidential Information, without consent, with ScreenPoint's affiliates, personnel, subcontractors, licensors, and Resellers, so long as any third parties execute a confidentiality agreement with ScreenPoint. The receiving party will protect the other party's Confidential Information to the same degree that it protects its own Confidential Information, but in no event using less than a reasonable degree of care. The receiving party also will not use the disclosing party's Confidential Information for any purpose other than to fulfill its obligations or exercise its rights under this EULA, or in the case of ScreenPoint, its agreement with the Reseller. Each party will promptly notify the other party of any suspected or threatened breach of this Section.

Upon the request of the disclosing party, the receiving party will promptly (i) cease using any Confidential Information belonging to the disclosing party, and (ii) return to the disclosing party all materials including, by way of example only and not limitation, any manuals, diskettes, tapes, and instructions pertaining to or containing any Confidential Information belonging to the disclosing party. This Section will survive the expiration or termination of this EULA and will remain in full force and effect for a period of five (5) years following the receiving party's receipt of the Confidential Information of the disclosing party, except that

identified trade secrets are confidential so long as they remain a trade secret. In the event of conflict between this EULA and a non-disclosure agreement in effect between the parties, this EULA shall control. Violation of this Section may cause irreparable harm to the disclosing party and as such, the disclosing party is entitled to seek an injunction for any breach or threatened breach of this Section without the need to post bond or other security, or the need to prove actual damages.

5. Representations, Warranty, and Disclaimer.

(a) Representations. By using the Software, Customer represents and warrants that (a) its use of the Software will be in accordance with and does not violate any applicable law, rule or regulation; (b) Customer has the right to and is able to enter into this EULA; and (c) Customer will not use the Software to violate ScreenPoint's or any third party's rights including, without limitation, privacy rights, publicity rights, intellectual property rights (including, without limitation, copyrights) or contract rights.

(b) Warranty. ScreenPoint warrants that the Software will perform materially in accordance with applicable Documentation. ScreenPoint will endeavor to fix errors in the Software in order to bring such Software in compliance with the foregoing warranty within a reasonable time after receipt of notice from Customer; provided that Customer notifies ScreenPoint in writing of such error within the Warranty Period. **THIS REMEDY IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND SCREENPOINT'S SOLE LIABILITY FOR BREACH OF THE FOREGOING WARRANTY.**

ScreenPoint may charge for the costs of any repairs or maintenance in accordance with its usual rates if in its determination: (i) such errors in the Software were caused by acts or omissions of Customer, or as a result of causes that cannot be attributed to ScreenPoint; (ii) such errors in the Software were errors reported or discovered outside of the Warranty Period; or (iii) the Software had been modified in any way by Customer or any other third party, or is used with hardware or software not permitted in the Documentation. ScreenPoint will determine the location and the manner of any warranty services provided pursuant to this Section 7(b). ScreenPoint is entitled to install temporary solutions, work arounds, program bypasses or problem-avoiding limitations in the Software. ScreenPoint shall not be liable for the recovery of data that has been corrupted or lost.

(c) WARRANTY DISCLAIMER. **EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 5, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SCREENPOINT EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND COVENANTS, EXPRESS OR IMPLIED, ARISING UNDER THIS EULA INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AS WELL AS ANY WARRANTIES ARISING FROM STATUTE, INCLUDING COURSE OF PERFORMANCE, COURSE OF DEALING AND USAGE IN TRADE. SCREENPOINT DOES NOT WARRANT THAT THE SOFTWARE WILL RUN PROPERLY ON ANY HARDWARE, THAT THE SOFTWARE WILL MEET CUSTOMERS' REQUIREMENTS, OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED, ERROR FREE OR FREE FROM VIRUSES. SCREENPOINT DOES NOT WARRANT AGAINST LOSS OF DATA.**

6. Health Disclaimer.

As part of its functionality, the Software provides information to assist healthcare providers in providing healthcare to its patients. However, this Software is not designed for, nor should any data, reports or any other information displayed or created by this Software be considered, providing medical advice. Customer acknowledges that the healthcare provider and the healthcare institution the provider practices medicine in are solely responsible for the health and safety of its patients.

7. Limitation of Liability.

NEITHER SCREENPOINT, ITS AFFILIATES, NOR THEIR DISTRIBUTORS, LICENSORS, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS ("REPRESENTATIVES") SHALL BE LIABLE FOR ANY LOSS OF DATA, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF REVENUES, COST OF REPLACEMENT GOODS OR SERVICES, OR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSSES OR ANY OTHER DAMAGES OF ANY KIND PERTAINING IN ANY WAY TO THE SOFTWARE OR THE SUBJECT MATTER OF THIS EULA, EVEN IF SUCH PARTY IS INFORMED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES AND REGARDLESS OF THE FORM OF ACTION. IN NO EVENT SHALL SCREENPOINT'S OR ITS REPRESENTATIVES' LIABILITY TO CUSTOMER EXCEED IN THE AGGREGATE THE AMOUNT OF FEES PAID BY CUSTOMER FOR THE SOFTWARE TO THE RESELLER IN THE 12 MONTHS IMMEDIATELY PRECEDING THE CLAIM, EVEN IF ANY REMEDIES SHOULD FAIL OF ITS ESSENTIAL PURPOSE.

8. Indemnity.

Customer agrees to indemnify, defend, and hold harmless ScreenPoint and its Representatives (collectively, the "Indemnified Parties"), from and against any and all suits, losses, claims, demands, damages, liabilities, costs and expenses (including, without limitation, court costs and attorneys' fees) that any of the Indemnified Parties may sustain or incur based upon or arising out of (a) Customer's use of the Software other than strictly in accordance with this EULA, (b) Customer's breach of this EULA, including, without limitation, any of Customer's representations, warranties or covenants contained herein, (c) Customer's violation of applicable laws, rules or regulations, and (d) third-party claims of injury or death to a person, or damage to property arising from the acts or omissions Customer or its personnel, or Customer's use of the Software.

9. Use of Name.

Each party shall not refer to the other party in any marketing, advertisement, press release or similar public disclosure without the prior written consent of the other party.

10. Right to Use Subcontractors and Affiliates.

ScreenPoint may use affiliates, subsidiaries, contractors, subcontractors or agents to perform its obligations or exercise its rights under this EULA but will nonetheless remain responsible for the performance of its obligations hereunder.

11. Force Majeure.

In the event ScreenPoint is unable to perform, or is delayed in performing, under this EULA as a result of conditions beyond its reasonable control, such as acts of War, terrorism, weather, acts of God or nature, strikes, labor disputes, riots, civil disorder, embargo, internet outage, pandemic (e.g. the COVID-19), earthquake or the like, ScreenPoint shall be relieved of its obligations hereunder for so long as the event continues. ScreenPoint shall provide prompt written notice to Customer regarding any such force majeure event.

12. Compliance with Applicable Laws.

Each party shall fully comply with all laws, regulations, rules and ordinances applicable to its performance under this EULA.

Further, Customer agrees to comply fully with all applicable import and export laws and regulations related to the Software (collectively, the "Export Laws"). Customer shall not, and shall not permit any third party to: (i) export or transmit the Software, directly or indirectly, in violation of Export Laws, including to a country subject to a U.S. embargo; (ii) access or use the Software in violation of any Export Laws; (iii) provide access to the Software across international boundaries except in compliance with any Export Laws, including those of the originating country.

To the extent applicable, the parties will comply with applicable provisions of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, as amended ("HITECH"), and all regulations promulgated thereunder (collectively, the "HIPAA Rules").

13. Event Reporting.

Customers must promptly (not more than three (3) days after becoming aware of such event) report to ScreenPoint in writing: (a) any death, serious injury or malfunctions arising from or relating to the Software, or the equipment it is embedded or installed in, (b) any event designated by the FDA as reportable, and (c) any event requiring remedial action to prevent unreasonable risk of substantial harm to public health.

14. Collection of Statistical Data.

ScreenPoint may automatically collect certain statistical data from the Software, such as the number of cases being processed in a certain time period and device identification, so long as such data does not identify an individual person. ScreenPoint may use such statistical data for its internal purposes, including for the benefit of Customer.

15. U.S. Government Licensing.

For US government Customers: Customer acknowledges that the Software, Documentation, Software Prerequisites and Services are "Commercial Item(s)," as that term is defined at 48 C.F.R. section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as the terms are used in 48 C.F.R. section 12.212 or 48 C.F.R. section 227.7202, as applicable. Customer agrees, consistent with 48 C.F.R. section 12.212 or 48 C.F.R. sections 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. government Customers (a) only as Commercial Items; and (b) with only those rights as are granted to all other Customers pursuant to the terms and conditions herein. Unpublished rights are reserved under the copyright laws of the United States.

16. Excluded Provider.

Customer represents and warrants to ScreenPoint that Customer, including all of its personnel involved in performance under this EULA: (a) is not currently excluded, debarred or otherwise ineligible to participate in the Federal Health Care Programs as defined in 42 U.S.C. § 1320a-7b(f) (the "Federal Health Care Programs"); (b) is not convicted of a criminal offense related to the provision of healthcare items or services even if not yet excluded, debarred or otherwise declared ineligible to participate in the Federal Health Care Programs; and (c) is not under investigation or otherwise aware of any circumstances which may result in Customer being excluded from participation in the Federal Health Care Programs. In the event of Customer's breach of this Section, ScreenPoint may immediately terminate this EULA.

17. Equal Opportunity.

In addition to any other requirement of law, no party to the EULA will unlawfully discriminate against any employee or applicant for employment or against any patient because of age, race, religious creed, color, disability, marital status, sex, national origin, ancestry, sexual orientation, arrest record, conviction record, veteran status or handicap in its performance of the EULA.

18. Audit.

Customer shall submit to any legally required audits by a governmental entity, and maintain sufficient records in order to comply with such, including as required by applicable laws. Furthermore, ScreenPoint reserves the right to audit Customer's compliance with the terms of this EULA at least once per year at a time that minimizes business interruptions to Customer.

19. Governing Law.

The laws of the State of Delaware, United States will govern the construction and performance of this EULA. For international purchases delivered to or for use in the United States, the U.N. Convention on the International Sale of Goods is specifically excluded. The Uniform Computer Information Transactions Act (UCITA) shall not apply to this EULA.

20. Dispute Resolution.

The parties agree that they shall cooperate with each other to promptly and reasonably attempt to resolve any disputes arising under this EULA by negotiation in good faith and escalation to officers of each party within ten (10) days of the date of a written notice of a dispute.

In the event the parties are unable to resolve a dispute arising hereunder through the good faith negotiation process within thirty (30) days, the parties agree to enter into mediation with a mediator who is mutually agreeable to the parties associated with the Judicial Arbitration and Mediation Services ("JAMS") in Chicago, Illinois. Neither party shall file a lawsuit, legal proceeding or administrative action, until both parties have participated in good faith in the mediation process and the mediator has declared an impasse in writing.

21. Assignment.

This EULA may not be assigned by Customer without ScreenPoint's prior written consent, which may not be unreasonably withheld. Any assignment in violation of this provision is void. ScreenPoint may assign, in whole or in part, this EULA without consent.

22. Survival; Waiver; Counterparts.

All provisions of this EULA that by their nature are intended to extend beyond the termination or expiration of this EULA for any reason shall survive the termination or expiration of this EULA. Waivers of rights, obligations, or breaches may only occur in a signed writing by the waiving party. This EULA may be executed in one or more counterparts, each of which will be an original and together all counterparts are a single instrument.

23. Severability.

If any one or more of the provisions or portions of the provisions of this EULA are deemed by any court or quasi-judicial authority to be invalid, illegal, or unenforceable in any respect, the validity, legality, and

enforceability of the remaining provisions or portions of provisions contained in this EULA will not in any way be affected or impaired thereby.

24. Entire Agreement.

This EULA constitutes the entire agreement between the parties with regard to the subject matter herein and supersedes all prior or contemporaneous negotiations, discussions, understandings or agreements between the parties. Neither party has relied upon any such prior or contemporaneous communications. ScreenPoint may modify this EULA at any time, and ScreenPoint will endeavor to provide notice to you prior to implementation of any modifications to this EULA. Customer may not make any amendments or modifications to this EULA without the prior written consent of ScreenPoint.