

## END USER LICENSE AGREEMENT for the Software

This End User License Agreement (“**EULA**”), including the Order Form, Exhibits, Addenda, BAA and DPA (to the extent applicable) which by reference are incorporated herein (this “**Agreement**”), is a binding agreement between DeepHealth, Inc. and its Affiliates (“**Licensor**” or “**DeepHealth**”) and the person or entity identified on the Order Form as the End User of the Software (“**Customer**” or “**End User**”).

For purposes of this EULA, DeepHealth and Customer are individually referred to as a “**Party**” and jointly as the “**Parties**”.

### 1. ACCEPTANCE OF TERMS AND BINDING AGREEMENT

LICENSOR PROVIDES THE SOFTWARE SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT CUSTOMER ACCEPTS AND COMPLIES WITH IT. BY SIGNING THE ORDER FORM YOU (A) ACCEPT THIS AGREEMENT AND AGREE THAT CUSTOMER IS LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT: (I) YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (II) IF CUSTOMER IS A CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF CUSTOMER AND BIND CUSTOMER TO ITS TERMS. IF CUSTOMER DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, LICENSOR WILL NOT AND DOES NOT LICENSE THE SOFTWARE TO CUSTOMER AND YOU MUST NOT DOWNLOAD, INSTALL OR ACCESS THE SOFTWARE OR DOCUMENTATION.

Notwithstanding anything to the contrary in this Agreement or your or Customer's acceptance of the terms and conditions of this Agreement, no license is granted (whether expressly, by implication, or otherwise) under this Agreement, and this Agreement expressly excludes any right, concerning any software that Customer did not acquire lawfully or that is not a legitimate, authorized copy of Licensor's software.

### 2. DEFINITIONS

For purposes of this Agreement, the following terms have the following meanings:

“**Affiliates**” Any corporation, partnership or other entity now existing or established at a later date that directly or indirectly controls, is controlled by or is under common control of Licensor. For the purposes of this definition, “control” means the direct possession of a majority of the outstanding voting securities of an entity.

“**Authorized Users**” means the medical staff authorized by the Customer to use the Software pursuant to the License granted under this Agreement.

“**Business Associate Agreement**” or “**BAA**” means a supplementary agreement required under HIPAA that governs the protection, use, and disclosure of Protected Health Information (PHI) processed via Licensor's Software.

“**Cloud Services**” has the meaning set forth in the Cloud Services Addendum.

“**Cloud Service Addendum**” means the supplementary agreement to this EULA that governs the terms,

conditions, and restrictions applicable to the use of DeepHealth's Cloud Software, including but not limited to Breast Suite, DeepHealth Lung, DeepHealth Prostate (cloud deployment) and Deephealth Brain (cloud deployment). The Cloud Addendum shall prevail over any conflicting terms in the EULA solely with respect to cloud-based services.

**"Cloud Software"** means Software that is hosted on remote servers and accessed by the Customer over the internet, typically provided as a service by the Licensor. The Licensor is responsible for managing the infrastructure, maintenance, updates, security, and availability of the Software, subject to the terms of the Agreement, including any applicable service level commitments.

**"Confidential Information"** Any information, trade secrets or other proprietary information in whatever form obtained by a Party from the other Party relating to and connected with this Agreement, including but not limited to Customer Data, this Agreement and its provisions.

**"Customer"** has the meaning set forth in the Preamble.

**"Customer Data"** means any data, information, or content provided, uploaded, transmitted, or otherwise made available by the Customer, its Authorized Users, or its patients in connection with the use of the Software. This includes, but is not limited to, PHI, personal data, medical records, diagnostic images, patient identifiers, healthcare provider notes, billing information, and any other data related to the provision of medical services. Customer Data does not include Derived Data.

**"Derived Data"** means de-identified, anonymized or aggregated data derived from the Customer's use of the Software, provided that such data cannot be used to identify the Customer, its Authorized Users, or any individual patient. DeepHealth's rights with regard to Derived Data are stated in Section 9.3.

**"Documentation"** means user manuals, technical manuals, and any other materials provided by Licensor, in printed, electronic, or other form, that describe the installation, operation, use, or technical specifications of the Software.

**"Data Processing Agreement"** or **"DPA"** means a supplementary agreement required under GDPR that governs the processing of personal data by Licensor's Software on behalf of the Customer.

**"End User"** has the meaning set forth in the Preamble.

**"EULA"** has the meaning set forth in the Preamble.

**"GDPR"** means the EU General Data Protection Regulation (2016/679).

**"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996.

**"Intellectual Property Rights"** means any and all registered and unregistered rights, whether now existing or arising in the future, under any patent, copyright, trademark, trade secret, database protection, design rights, or other intellectual property or proprietary rights laws, as well as all similar or equivalent rights and forms of protection worldwide.

**"License"** has the meaning set forth in Section 3.

**“Licensor”** has the meaning set forth in the Preamble. In addition, Licensor means DeepHealth, Inc., including any subsidiaries, Affiliates, or associated entities that are authorized to License, distribute, or provide access to the Software under this Agreement.

**“On-Prem Software”** means Software that is installed, hosted, and operated on Customer’s own servers or IT infrastructure, rather than being hosted by a third-party provider. The Customer is responsible for managing, maintaining, securing, and supporting the On-Prem Software, including hardware, updates, backups, and compliance with applicable laws and regulations, except when agreed otherwise in an Order Form.

**“Order Form”** means the accepted Order Form signed by Customer, for Customer’s use of the License for the Software granted under this Agreement.

**“Person”** means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

**“Protected Health Information”** or **“PHI”** shall have the meaning set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations, including 45 C.F.R. § 160.103. PHI includes individually identifiable health information transmitted or maintained in any form or medium, including electronic, paper, or oral formats.

**“Software”** means the software programs for which Customer is purchasing a License, as expressly set forth in the Order Form.

**“Services”** means the services indicated on the Order Form such as: installation, support services and professional services.

**“Term”** has the meaning set forth in Section 10.

**“Third Party”** means any Person other than Customer or Licensor.

### **3. LICENSE GRANT AND SCOPE**

- 3.1. Subject to and conditioned upon Customer’s acceptance and signature of the Order Form and Customer’s strict compliance with all terms and conditions set forth in this Agreement, Licensor hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable, limited license during the Term to use, solely by and through its Authorized Users, the Software and Documentation, solely as set forth in this Section 3 and subject to all conditions and limitations set forth in Section 4 or elsewhere in this Agreement (**“License”**).
- 3.2. This License grants Customer the right, exercisable solely by and through Customer’s Authorized Users, to:
  - i. install or access in accordance with the Documentation, the copies or instances of the Software on the designated computers set forth on the Order Form, owned or leased, and controlled by, Customer; and
  - ii. use and run the Software as properly installed in accordance with this Agreement and the Documentation, solely as set forth in the Documentation;
- 3.3. In the event Customer uses On-Prem Software, this License grants Customer the right, exercisable solely by and through Customer’s Authorized Users, to transfer any copy of the Software from one computer to another, provided that: the number of computers on which the Software is installed at

- any one time does not exceed the number permitted under Section 3.2.i.
- 3.4. All copies of the Documentation made by Customer:
- i. will be the exclusive property of Licensor;
  - ii. will be subject to the terms and conditions of this Agreement; and
  - iii. must include all trademark, copyright, patent, and other Intellectual Property Rights notices contained in the original Documentation.

#### **4. GENERAL USE RESTRICTIONS**

Customer shall not, and shall require its Authorized Users not to, directly or indirectly:

- i. use (including make any copies of) the Software or Documentation beyond the scope of the License under Section 3;
- ii. provide any other Person, including any subcontractor, independent contractor, Affiliate, or service provider of Customer, with access to or use of the Software or Documentation;
- iii. modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Software or Documentation or any part thereof;
- iv. combine the Software or any part thereof with, or incorporate the Software or any part thereof in, any other programs, except when authorized in writing by DeepHealth;
- v. reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Software or any part thereof;
- vi. remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices provided on or with the Software or Documentation, including any copy thereof;
- vii. except as expressly set forth in Sections 3.2.i and 3.3, copy the Software or Documentation, in whole or in part;
- viii. rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software, or any features or functionality of the Software, to any Third Party for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud, or other technology or service;
- ix. use the Software or Documentation for purposes of competitive analysis of the Software, the development of a competing software product or service, or any other purpose that is to the Licensor's commercial disadvantage;
- x. disseminate results from scientific research in any form (including but not limited to presentation, publication, conference communication) without review of these results by an authorized employee of DeepHealth prior to dissemination; and
- xi. Customer shall not use the Software, its outputs, or any data generated by the Software to train, develop, fine-tune, or enhance machine learning models, artificial intelligence algorithms, or automated decision-making systems without prior written approval from Licensor.

#### **5. AUTHORIZED USERS AND CUSTOMER RESPONSIBILITIES**

- 5.1. The Customer shall ensure that all Authorized Users comply with the terms of this Agreement. The Customer shall be fully responsible and liable for any breach of the Agreement by its Authorized Users.
- 5.2. The Customer shall ensure that each Authorized User is aware of and agrees to comply with the terms of this Agreement before accessing the Services.

- 5.3. The Customer shall be fully responsible and liable for any acts, omissions, or breaches of this Agreement by its Authorized Users, as if such acts, omissions, or breaches were those of the Customer itself.

## **6. COMPLIANCE MEASURES**

- 6.1. The Software contains technological copy protection or other security features designed to prevent unauthorized use of the Software, including features to protect against any use of the Software that is prohibited under Section 4. Customer shall not, and shall not attempt to, remove, disable, circumvent, or otherwise create or implement any workaround to, any such copy protection or security features.
- 6.2. On Licensor's written request, Customer shall conduct a review of its and its Authorized Users' use of the Software and certify to Licensor in a writing that it is in full compliance with this Agreement or, if Customer discovers any noncompliance, Customer shall immediately remedy such noncompliance and provide Licensor with written notice thereof. Customer shall provide Licensor with all access and assistance as Licensor requests to further evaluate and remedy such noncompliance.
- 6.3. During the Term, Licensor may, in Licensor's sole discretion and at its sole expense, audit Customer's use of the Software to ensure Customer's compliance with this Agreement, provided that any such audit shall be conducted on not less than 30 days' prior notice to Customer. Licensor also may, in its sole discretion, audit Customer's systems within 12 months after the end of the Term to ensure Customer has ceased use of the Software and removed all copies of the Software from such systems as required hereunder. The Customer shall reasonably cooperate with Licensor's personnel conducting such audits and provide reasonable access requested by the Licensor to records, systems, equipment, information, and personnel, including machine IDs, serial numbers, and related information. Licensor shall only examine information directly related to the Customer's use of the Software. Licensor may conduct audits only during Customer's normal business hours and in a manner that does not unreasonably interfere with the Customer's business operations.

## **7. COLLECTION AND USE OF INFORMATION**

- 7.1. Customer acknowledges that Licensor may, directly or indirectly through the services of Third Parties, collect and store information regarding use of the Software and about equipment on which the Software is installed or through which it otherwise is accessed and used, through:
  - i. the provision of maintenance and support Services; and
  - ii. security measures included in the Software as described in Section 6.
- 7.2. Customer agrees that the Licensor may use such information for any purpose related to any use of the Software by Customer or on Customer's equipment, including but not limited to:
  - i. improving the performance of the Software or developing updates; and
  - ii. verifying Customer's compliance with the terms of this Agreement and enforcing the Licensor's rights, including all Intellectual Property Rights in and to the Software.

## **8. CONFIDENTIALITY**

- 8.1. Each Party will protect the other Party's Confidential Information by:
  - i. using it only for the purposes of this Agreement;
  - ii. disclosing it only to the Party's personnel strictly on a need-to-know basis and not to any Third Party; and

- iii. taking the same measures it takes to protect its own Confidential Information of like kind.
- 8.2. The obligations specified in Section 8.1 will not apply in the event, and only to the extent that the Confidential Information:
  - i. is already in the receiving Party's possession without obligation of confidentiality;
  - ii. has been obtained from a Third Party without an obligation of confidentiality;
  - iii. has been independently developed by the receiving Party;
  - iv. has been disclosed by the other Party to a Third Party without an obligation of confidentiality;
  - or
  - v. is required to be disclosed under applicable law or governmental order, in which case the receiving Party will, as promptly as possible and before making the disclosure, notify the other Party of its intention to make the disclosure.

## 9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. Customer acknowledges and agrees that the Software and Documentation are provided under license, and not sold, to Customer. Customer does not acquire any ownership interest in the Software or Documentation under this Agreement, or any other rights thereto, other than to use the same in accordance with the License and subject to all terms, conditions, and restrictions under this Agreement. Licensor and its licensors and service providers reserve and shall retain their entire right, title, and interest in and to the Software and all Intellectual Property Rights arising out of or relating to the Software, except as expressly granted to the Customer in this Agreement. Customer shall use commercially reasonable efforts to safeguard all Software (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access. Customer shall promptly notify Licensor if Customer becomes aware of any infringement of the Licensor's Intellectual Property Rights in the Software and fully cooperate with Licensor, at Licensor's sole expense, in any legal action taken by Licensor to enforce its Intellectual Property Rights.
- 9.2. The Customer retains all ownership rights to its Customer Data, subject to the limited rights and licenses granted to DeepHealth for providing the Software, including data processing as necessary for the Software's functionality, support, and compliance with applicable laws, including HIPAA, GDPR, and other data protection regulations.
- 9.3. DeepHealth shall own all rights, title, and interest in and to Derived Data. However, DeepHealth may only use, process, analyze, and commercialize Derived Data for purposes such as enhancing the Software's use by the Customer or other customers, performing analytics on the Software, ensuring regulatory compliance, training machine learning models, and conducting research. Such use shall be in accordance with this Agreement and applicable data protection laws, including but not limited to HIPAA, GDPR, and other relevant regulations.

## 10. TERM AND TERMINATION

- 10.1. This Agreement and the License shall remain in effect for the term set forth on the Order Form or until terminated as set forth herein (the "**Term**").
- 10.2. Customer may terminate this Agreement only as set forth herein. Ceasing use of the Software and Documentation alone shall not be deemed a termination of this Agreement, unless expressly permitted in the Order Form.
- 10.3. Licensor may terminate this Agreement, effective upon written notice to Customer, if Customer, materially breaches this Agreement and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after Licensor provides written notice thereof.
- 10.4. A Party may terminate this Agreement, effective immediately, if the other Party files, or has filed

against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, makes or seeks to make a general assignment for the benefit of its creditors or applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of its property.

- 10.5. Upon expiration or earlier termination of this Agreement, the License shall also terminate, and Customer shall cease using and destroy all copies of the Software and Documentation.

## **11. LICENSOR REPRESENTATIONS, WARRANTIES, AND SERVICE COMMITMENTS**

- 11.1. Licensor represents and warrants that, during the Term:
- i. the Agreement will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data;
  - ii. Licensor shall maintain security standards at least equivalent to those in place at the start of the Agreement;
  - iii. the Software and Services will perform materially in accordance with the applicable Documentation and requirements set forth in this Agreement and the features and functions set forth in the Documentation and this Agreement will not be materially diminished during the Term;
  - iv. Licensor will not materially decrease the overall functionality or performance of the Software and Services;
  - v. Licensor's Software and Services will be free from disabling, harmful, malicious or destructive code, worms, trojan horses and viruses and will not introduce the same into Customer's environment;
  - vi. Licensor shall perform the Services in accordance with industry best practices and any agreed-upon service levels set forth in this Agreement;
  - vii. Licensor shall comply with all applicable data protection, cybersecurity, and industry-specific regulations in the jurisdictions where the Software and Services are provided; and
  - viii. Licensor has the full power to enter into and perform this Agreement and to make the grant of rights contained herein, and its performance of this Agreement does not violate or conflict with any agreement to which Licensor is a party.
- 11.2. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, LICENSOR, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION, EXCEPT FOR THOSE EXPRESSLY STATED IN THIS AGREEMENT.

## **12. LIMITATION OF LIABILITY**

- 12.1. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR LOST REVENUES OR PROFITS; DELAYS, INTERRUPTION, OR LOSS OF SERVICES, BUSINESS, OR GOODWILL; OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT A PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 12.2. EXCEPT FOR LIABILITY ARISING FROM A PARTY'S GROSS NEGLIGENCE, WILLFUL

MISCONDUCT, FRAUD, OR BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, EACH PARTY'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID OR PAYABLE BY THE CUSTOMER TO THE LICENSOR FOR THE SOFTWARE DURING THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

- 12.3. THE LIMITATIONS SET FORTH IN THIS SECTION 12 ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE AGREEMENT BETWEEN THE PARTIES. THE PARTIES ACKNOWLEDGE THAT THE ALLOCATION OF RISK AND LIMITATION OF LIABILITY ARE ESSENTIAL TO THE PRICING AND OTHER TERMS OF THIS AGREEMENT.

### **13. INDEMNIFICATION**

- 13.1. Customer agrees to indemnify, defend and hold harmless Licensor or its Affiliates, or any of its respective licensors, service providers, contractors, officers, agents, directors and employees from and against any and all claims, liabilities, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of or in connection with:
- i. any breach or alleged breach of any implied or express representation, warranty, or obligation under this Agreement by Customer and its Authorized Users;
  - ii. any violation or alleged violation of any applicable laws, regulations, or guidelines, including but not limited to HIPAA, GDPR and any regulations promulgated thereunder, arising from Customer's or Authorized User's conduct or any use of the Software.
- 13.2. Licensor agrees to indemnify, defend, and hold harmless Customer, its Affiliates, officers, directors, employees, agents, and representatives from and against any and all claims, liabilities, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of or in connection with:
- i. any breach or alleged breach of any implied or express representation, warranty, or obligation under this Agreement by Licensor;
  - ii. any violation or alleged violation of any applicable laws, regulations, or guidelines, including but not limited to HIPAA, GDPR, and any regulations promulgated thereunder, arising from Licensor's performance under this Agreement or provision of the Software;
  - iii. any claim that the Software, in its unmodified form as provided by Licensor, infringes upon any third-party intellectual property rights.

### **14. INSURANCE**

- 14.1. Licensor shall maintain insurance policies appropriate to its obligations under this Agreement, certificates of which shall be provided to the other Party upon request. Licensor shall maintain at all times during the Term (i) appropriate Errors and Omissions insurance coverage with limits of not less than Two Million Dollars (\$2,000,000) in the aggregate; (ii) Cyber Liability Insurance in the amount of One Million Dollars (\$1,000,000) in the aggregate; (iii) workers compensation insurance for Licensor's employees in such amounts as required by applicable state statutes; and (iv) General Liability Insurance of Five Million Dollars (\$5,000,000). Licensor shall provide Customer not less than thirty (30) days' prior written notice of any permanent cancellation, non-renewal or material change in the coverage, scope or amount of such policy. All coverage shall be written on an occurrence basis; provided, however, if a line of insurance is maintained on a claims-made basis, Licensor will, upon termination of this Agreement for any reason, purchase an appropriate tail policy to cover claims which arose during the Term but were brought after termination of this Agreement.
- 14.2. All monetary amounts referenced in this Section 14 are stated in United States Dollars (USD). However, if required for legal, compliance or local regulatory purposes, the equivalent amounts in

Euros (EUR) or British Pounds (GBP) shall be determined based on the exchange rate published by Bloomberg on the Effective Date of the Order Form.

## 15. MISCELLANEOUS

- 15.1. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the jurisdiction where the DeepHealth Affiliate providing the Software has its registered seat, without giving effect to any choice or conflict of law provision or rule. Any controversy between the Parties involving the construction or application of any of the terms, covenants, or conditions of this Agreement will be submitted to the respective court.
- 15.2. Licensor will not be responsible or liable to Customer, or deemed in default or breach hereunder by reason of any failure or delay in the performance of its obligations hereunder where such failure or delay is due to strikes, labor disputes, civil disturbances, riot, rebellion, invasion, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or non-availability of electrical power, heat, light, air conditioning, or Customer equipment, loss and destruction of property, or any other circumstances or causes beyond Licensor's reasonable control.
- 15.3. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (iv) on the [third] day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Party at the addresses set forth on the Order Form (or to such other address as may be designated by a Party from time to time in accordance with this Section 15.3).
- 15.4. This Agreement, together with the Order Form, and all other documents that are incorporated by reference herein, constitutes the sole and entire agreement between Customer and Licensor with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
- 15.5. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Licensor's prior written consent, which consent Licensor may give or withhold in its sole discretion. No delegation or other transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 15.5 is void. Licensor may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without Customer's consent. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.
- 15.6. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- 15.7. Licensor reserves the right, at its sole discretion, to modify, amend, or update this Agreement (including any referenced SLA, DPA, BAA, or Addenda) at any time. Licensor shall provide notice to Customer of any material changes.
- 15.8. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement

shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

- 15.9. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 15.10. For purposes of this Agreement, (a) the words "include," "includes," and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Sections, Annexes, Schedules, and Exhibits refer to the Sections of, and Annexes, Schedules, and Exhibits attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The Order Form and all Annexes, Schedules, and Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.
- 15.11. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

## **ANNEX 1A**

### **CLOUD SERVICES ADDENDUM**

This Cloud Services Addendum ("**Addendum**") is entered into by and between the Customer and DeepHealth, supplementing the EULA. This Addendum governs the Customer's use of DeepHealth's cloud-based Software, listed at [www.deephealth.com](http://www.deephealth.com) (collectively, the "**Cloud Services**").

All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the EULA and Order Form.

#### **1. CLOUD SERVICES USAGE**

Customer acknowledges that the Cloud Services are provided via remote servers hosted by DeepHealth or its third-party cloud service providers. DeepHealth grants Customer a non-exclusive, non-transferable right to access and use the Cloud Services strictly in accordance with the EULA, this Addendum, and any applicable BAA or DPA.

#### **2. SECURITY & COMPLIANCE**

Licensor shall implement industry-standard security measures to protect Customer Data. However, Customer remains responsible for ensuring its use of the Cloud Services complies with applicable data protection and privacy laws, including but not limited to GDPR and HIPAA.

#### **3. DATA PROCESSING & RETENTION**

- 3.1. Customer retains all ownership rights to Customer Data.
- 3.2. Licensor will process Customer Data solely for the purpose of providing the Cloud Services.
- 3.3. Licensor will process personal data and/or PHI through its Software as necessary for providing the Cloud Services and in accordance with applicable laws.
- 3.4. Unless otherwise agreed, Licensor will not store Customer Data beyond the period necessary for processing, except as required by applicable law.
- 3.5. If the Customer processes PHI, a BAA must be executed between the Parties before using the Cloud Services.
- 3.6. If the Customer processes personal data under GDPR, a DPA must be executed between the Parties before using the Cloud Services.

#### **4. SERVICE LEVEL AGREEMENT**

The Cloud Services shall be provided in accordance with the Service Level Agreement ("**SLA**"), which is hereby incorporated by reference.

#### **5. MISCELLANEOUS**

- 5.1. In case of conflicts between the EULA and this Addendum, this Addendum shall prevail with respect to Cloud Services-related matters. In case of conflicts between this Addendum and a BAA or DPA, the BAA or DPA shall control with respect to data protection matters.
- 5.2. DeepHealth reserves the right to modify this Addendum in accordance with Section 15.7 of the EULA. Continued use of the Cloud Services constitutes acceptance of any amendments.