

Calantic™ Digital Solutions Subscription Agreement
Standard Terms and Conditions

The Standard Terms and Conditions is a part of and incorporated into the associated Calantic™ Digital Solutions Subscription Agreement and any documents referenced therein (collectively, the “Agreement”) between Bayer HealthCare LLC (“Bayer”), and Licensee, as defined in the applicable Agreement (hereinafter the “Parties”), and is effective as of June 13, 2025. Unless otherwise defined herein, all capitalized terms used hereunder shall have the meanings ascribed to them in the Agreement.

Bayer may update the terms and conditions contained herein from time to time and shall provide notice of such updates to Licensee upon Licensee's login to the Licensed Software. Licensee's continued use of the Licensed Software shall constitute acceptance of any updated terms and conditions.

“Licensed Software” as used herein refers to (a) the software components of Calantic™ Digital Solutions, including the Calantic platform software (which may include on-prem Licensed Software), inbound and outbound interfaces, the embedded viewer, and the Calantic cloud applications (collectively the “Calantic Software”), and (b) Licensee-selected clinical applications (collectively the “Application Software”). Licensed Software will include all Calantic Software and Application Software listed on Schedule 1 of the Subscription Agreement. The Licensed Software may be updated from time to time upon agreement of the parties.

Application Software will consist of (i) Bayer owned software (“Bayer Application Software”); (ii) software created and owned by Bayer contracted third parties (“Contracted Third Parties”) that is licensed by Bayer and hosted on or connected to the Calantic™ Digital Solutions platform (“Third Party Integrated Application Software”), and (iii) software created and owned by Contracted Third Parties that is licensed by Bayer but does not reside on and is not connected to the Calantic™ Digital Solutions platform (“Third Party Non-Integrated Application Software”). Except as noted herein and as set forth in section 20 below, these Standard Terms and Conditions shall govern the Third Party Non-Integrated Application Software.

1. **Grant of License.** Bayer grants to Licensee a non-exclusive, non-transferable and non-sublicensable license (“License”) to use the Licensed Software for the term described in the Agreement, solely for Licensee's own internal business purposes. For the avoidance of doubt, Licensee can exercise its License rights through its employees, agents, contractors, consultants and representatives who perform services for Licensee in its ordinary course of business (“Authorized Users”). Licensee will be responsible and liable for: (i) each Authorized User's use of the Licensed Software and Documentation (as defined below) and compliance with the terms of the Agreement; and (ii) any other Person to whom Licensee or an Authorized User may provide access to or use of the Licensed Software and/or Documentation, whether such access or use is permitted by or in violation of this Agreement.

1.1 **Acceptance of Licensed Software.** Upon completion of installation and integration activities, Bayer will complete data validation and demonstrate (the “Acceptance Test”) that the Licensed Software is capturing Licensee source data, generating results data, and passing results to target applications for reporting purposes (the “Acceptance Criteria”). Licensee will have ten (10) business days from the conclusion of the Acceptance Test (the “Notice Period”) to notify Bayer in writing if Licensee in good faith believes that the Licensed Software did not perform in accordance with the Acceptance Criteria. If Licensee provides written notice to Bayer within the Notice Period of Licensee's belief that the Licensed Software does not perform in accordance with the Acceptance Criteria, including the reasons for such belief in sufficient detail, Bayer will use reasonable efforts to correct the non-conformity and retest the Licensed Software with Licensee. If Bayer does not correct the non-conformity within 45 days after the end of the Notice Period, then Licensee may for a period of 30 days after the expiration of such 45-day period (the “Termination Option Period”) elect to terminate the Agreement upon written notice to Bayer by delivering written notice. The Licensed Software acceptance date (the “Acceptance Date”) will be the earliest date on which any of the following occur: (a) Licensee notifies Bayer that the Licensed Software has passed the Acceptance Date; (b) Licensee does not notify Bayer in writing during the Notice Period of its good faith belief that the Licensed Software has not performed in accordance with the Acceptance Criteria and (c) Licensee does not notify Bayer in writing during the Termination Option Period of its intent to terminate the Agreement.

2. **Ownership, Restriction on Use and Licensee Representations.**

2.1 **Ownership.** Licensee is receiving only a license to use the Licensed Software under this Agreement, and no title or ownership of the Licensed Software or any portion thereof is transferred by Bayer to Licensee hereunder. All rights, title and interest in and to the Licensed Software are and will remain with Bayer. Licensee shall use commercially reasonable efforts to safeguard all Licensed Software (including any copies thereof) from infringement, misappropriation, theft, misuse or unauthorized access. Licensee shall promptly notify Bayer if Licensee becomes aware of any infringement of Bayer's intellectual property rights in the Licensed Software and fully cooperate with Bayer in any legal action taken by Bayer to enforce its intellectual property rights.

2.2 **Restrictions on Copies.** Bayer may provide user manuals, technical manuals and other written materials that describe the installation, operation, use or technical specifications of the Licensed Software ("Documentation"). In accordance with the Documentation, Licensee may access the Licensed Software as deployed by Bayer. Licensee will not use or copy the Licensed Software, including any use on behalf of or for the benefit of any other individual or entity ("Person") (including any affiliate of Licensee) except as expressly authorized in this Agreement. Notwithstanding the foregoing, if any copies of the Licensed Software are made by the Licensee, the copies:

- 2.2.1 will be the exclusive property of Bayer;
- 2.2.2 will be subject to the terms and conditions of this Agreement; and
- 2.2.3 must include all trademark, copyright, patent and other intellectual property notices contained in the original.

2.3 **Additional Restrictions on Use.** Licensee will not, and will require its Authorized Users not to, directly or indirectly:

- 2.3.1 use or copy the Licensed Software or Documentation, in whole or in part, beyond the scope of the License granted under Section 1;
- 2.3.2 remove, alter or obscure any of the trademarks or proprietary notices on the Licensed Software or the Documentation;
- 2.3.3 provide any other Person, other than Authorized Users, either access to or use of the Licensed Software or Documentation;
- 2.3.4 modify, translate, adapt, re-create, reverse engineer, decode, decompile or disassemble or otherwise attempt to derive or gain access to the source code of the Licensed Software or make derivative works or improvements, of the Licensed Software;
- 2.3.5 combine the Licensed Software or any part thereof with, or incorporate the Licensed Software or any part thereof in, any other programs;
- 2.3.6 rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Licensed Software, or any features or functionality of the Licensed Software, to any person other than Licensee or Bayer 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;
- 2.3.7 use the Licensed Software or Documentation in violation of any law, regulation or rule; or
- 2.3.8 use the Licensed Software or Documentation for purposes of competitive analysis of the Licensed Software, the development of a competing software product or service, or any other purpose that is to Bayer's commercial disadvantage. All rights not expressly granted to Licensee herein are reserved by Bayer.

2.4 **Licensee Representations.** Licensee represents and warrants that the patient data uploaded to the Licensed Software is obtained from the Licensee's clinical practice (collectively "Patient Data"). In respect of the Patient Data, Licensee is a Covered Entity (as defined by HIPAA) of the Patient Data. Licensee will comply with HIPAA and all other applicable laws, as maybe amended from time to time, with respect to its collection, storage, use and disclosure of Patient Data. Licensee represents and warrants that it has the authority to share the Patient Data with Bayer (and any Contracted Third Parties as necessary) for the purposes outlined in the Agreement. Licensee further represents and warrants that it will maintain and monitor a comprehensive, written information security program that contains administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of Confidential Information, Patient Data, Licensed Software and the Licensee's

Platform ("Information Security Program"). These safeguards must be no less rigorous than accepted industry practices, including ISO/IEC 27000 standards, NIST 800 standards, and Center for Internet Security (CIS) Controls, and any successors thereto.

3. Confidential Information.

3.1 During the term of the Agreement, the Parties may each have access to computer programs, Documentation, product plans, flow charts, marketing and sales information, contractor and supplier lists, patient information, know-how, trade secrets, pricing, product data and other confidential information owned by or entrusted to the other Party ("Confidential Information"). Each of the Parties agrees (a) to use commercially reasonable efforts to protect the Confidential Information of the other Party from unauthorized use or disclosure and to use at least the same degree of care with regard thereto as it uses to protect its own confidential information of a like nature; (b) to use and reproduce the Confidential Information of the other Party only as permitted under this Agreement or as needed to perform its duties hereunder; and (c) not to disclose or otherwise permit access to the Confidential Information of the other Party to any third party, without the other Party's prior written consent. Information will not be considered to be Confidential Information if it: (i) was known by one Party prior to its receipt from the other, (ii) is or becomes public knowledge without the fault of the recipient, (iii) is rightfully received by the recipient from a source other than a Party to the Agreement, or (iv) is disclosed with the written consent of the other Party.

3.2 A Party may disclose Confidential Information as required by law (including the rules and regulations of any national stock exchange on which such Party's or its affiliate's securities are or may be traded), provided that such Party provides reasonable prior notice to the other Party to enable such other Party to attempt to prevent or limit the disclosure and assists such other Party upon request in seeking relief from or limiting the disclosure. Bayer may also disclose Licensee's Confidential Information to any affiliate or Contracted Third Party engaged by Bayer in furtherance of the services required hereunder.

4. Limitations of Liability.

4.1 EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THE AGREEMENT, LICENSEE ACKNOWLEDGES THAT THE LICENSED SOFTWARE AND ALL SERVICES PROVIDED HEREUNDER ARE PROVIDED ON AN "AS IS" BASIS AND BAYER DOES NOT WARRANT THAT THE LICENSED SOFTWARE OR SERVICES WILL MEET LICENSEE'S REQUIREMENTS, BE ERROR FREE OR OPERATE WITHOUT INTERRUPTION. LICENSEE IS SOLELY RESPONSIBLE FOR DETERMINING WHETHER THE LICENSED SOFTWARE WILL ACHIEVE THE RESULTS IT DESIRES. BAYER MAKES NO OTHER WARRANTIES TO LICENSEE, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

4.2 THE MAXIMUM TOTAL LIABILITY OF BAYER FOR ANY CLAIM UNDER OR RELATING TO THE AGREEMENT WHATSOEVER, INCLUDING WITHOUT LIMITATION CLAIMS FOR BREACH OF CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE, WILL BE LIMITED TO DIRECT, PROVABLE DAMAGES NOT TO EXCEED THE AMOUNTS PAID HEREUNDER BY LICENSEE TO BAYER FOR THE LICENSED SOFTWARE THAT IS THE SUBJECT OF THE APPLICABLE CLAIM. IN NO EVENT WILL BAYER BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF REVENUE OR BUSINESS PROFITS, BUSINESS INTERRUPTION, USE, INTERRUPTION, DELAY OR INABILITY TO USE THE LICENSED SOFTWARE, DELAYS OR LOSS OF SERVICES, BUSINESS OR GOODWILL, LOSS OR CORRUPTION OF DATA OR INFORMATION, LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION OR SHUTDOWN, FAILURE TO ACCURATELY TRANSFER, READ OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION OR BREACHES IN SYSTEM SECURITY, OR ANY OTHER COMMERCIAL LOSS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4.3 THE LICENSED SOFTWARE DOES NOT PROVIDE MEDICAL ADVICE AND IS NOT INTENDED TO BE A SUBSTITUTE FOR PROFESSIONAL MEDICAL JUDGMENT, DIAGNOSIS OR TREATMENT.

4.4 The remedies provided in the Agreement are the sole and exclusive remedies of the Parties and shall apply even if Licensee's remedies under this Agreement fail of their essential purpose.

4.5 Licensee agrees that any breach by if of any restrictions on use or confidentiality obligations contained in the Agreement may cause serious and irreparable harm to Bayer and that in the event of such a breach by Licensee, Bayer will be entitled to seek injunctive relief as well as any and all other remedies available at law or in equity.

5. Indemnity.

5.1 Bayer will defend Licensee from any claim by a third party that any Bayer Licensed Software furnished and used in accordance with this Agreement infringes a third party's valid United States patent, trademark or copyright provided such alleged infringement does not result from (a) any modification of the Licensed Software not made by Bayer, or (b) use of the Licensed Software in combination with any software, hardware or data not provided by or approved in writing by Bayer, or (c) failure of Licensee to install and use all updates provided by Bayer; and further provided that Licensee (i) gives Bayer prompt written notice of such claim; (ii) allows Bayer to direct the defense and settlement of the claim; and (iii) cooperates with Bayer as necessary for defense and settlement of the claim. In the event the Licensed Software is held by a court of competent jurisdiction to be, or is believed by Bayer to be, infringing, Bayer will have the option, at its expense, to: (x) obtain for Licensee the right to continue using the Licensed Software; (y) replace or modify the Licensed Software so that it becomes non-infringing; or (z) terminate the License and no additional fees will be due.

5.2 THE INDEMNITY AND REMEDIES PROVIDED IN THIS SECTION CONSTITUTE BAYER'S ENTIRE OBLIGATION AND LICENSEE'S EXCLUSIVE REMEDY REGARDING INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS.

6. **Maintenance and Support Services.** During the term of the Agreement, Bayer shall provide Maintenance and Support Services for Bayer Application Software, Third Party Integrated Application Software, Calantic Software and if applicable, Third Party Non-Integrated Application Software as set forth in Schedule 1 below.

7. **Minimum Platform Requirements.** Licensee shall maintain the Minimum Platform Requirements as set forth in Schedule 2 below.

8. **Disclosure of Transfer of Value.** Bayer and Licensee acknowledge that, under the provisions of Section 1128G of the Social Security Act, 42 U.S.C. section 1320a-7h and other similar provisions of applicable laws or industry codes, a party may be required to disclose certain payments and other transfers of value provided to health care professionals and institutions, including payments, reimbursements, materials or equipment made or provided under or in connection with this Agreement. Each Party will provide the other Party with all reasonable information in its control related to the activities hereunder necessary for the other Party to comply with such applicable laws or industry codes in the form reasonably requested by the requesting Party and at such times as the requesting Party may reasonably request to satisfy its obligations.

9. **Notice.** All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder will be deemed duly given (a) when delivered, if personally delivered, (b) when receipt is electronically confirmed, if e-mailed or (c) one (1) day after deposit with a reputable overnight courier, in each case addressed to the respective parties at the addresses listed above.

10. **Force Majeure.** Bayer will not be responsible or liable to Licensee, or deemed in default of this Agreement for any delay or failure to perform its obligations hereunder due to strikes, labor disputes, riots, storms, floods, explosions, act of God, terrorism, war, failure of suppliers or communications systems, pandemics or quarantines, governmental/regulatory actions, fluctuations or non-availability of electrical power, heat, light, air conditioning, internet connectivity, or Licensee equipment, loss and destruction of property or other cause beyond the reasonable control of Bayer, provided Bayer notifies Licensee immediately and in detail of the nature of such cause and the probable consequences thereof, and provided further that Bayer uses its reasonable efforts to render performance in a timely manner.

11. **Assignment.** The Agreement may not be assigned by either Party without the prior written consent of the other, such consent not to be unreasonably withheld, except that Bayer may assign this Agreement to an affiliate or successor in interest without prior written consent. The rights and obligations under the Agreement will be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

12. **Use of Name.** Neither Party shall use the name or any logo or trademark of the other and shall not make any public announcement relating to the Agreement without the other Party's prior written approval. Notwithstanding

the above, Bayer may use Licensee's name and the corresponding logo or trademark solely in connection with a representative list of customers.

13. **Schedules and Referenced Documents.** All schedules attached to the Agreement and all other documents referenced herein, are hereby incorporated and form an integral part of the Agreement.

14. **General Representations and Warranties.** Each Party represents and warrants to the other as follows:

14.1 it has the full right, power, legal capacity and authority to perform its obligations under the Agreement;

14.2 the entering into of the Agreement will not conflict with, or result in, a breach of the terms, conditions or provisions of, or constitute a default under, any agreement to which it is bound; and

14.3 the person signing the Agreement on its behalf has been duly authorized by all necessary company action, and the Agreement has been duly and validly executed and constitutes its legal, valid and binding obligation enforceable against it in accordance with its terms.

15. **Legal Compliance.** Each Party will comply with all federal, state, provincial, and local laws and regulations applicable to its performance hereunder, including, without limitation, any applicable laws and regulations governing the security and privacy of personal information, including electronically stored personal health information.

16. **Governing Law.** The Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to the conflict of laws principles of that or any other jurisdiction. The Parties submit to the non-exclusive jurisdiction of the courts located in Pittsburgh, Pennsylvania.

17. **Entire Agreement; Amendment.** The Agreement, including all schedules and other documents incorporated herein, represent the complete statement of the agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, negotiations and representations, oral or written, between the Parties with respect to the subject matter hereof. The Agreement may be amended by Bayer from time to time as provided for herein.

18. **Severability; No Waiver.** If any provision of the Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force. The waiver by either Party of a breach of any provision of the Agreement will not operate as a waiver of any other breach. No delay or failure of Licensee or Bayer to exercise any right or remedy will operate as a waiver, except where specifically provided to the contrary.

19. **Government Restricted Rights.** The Licensed Software and Documentation are "commercial items," as that term is used in 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. § 12.212, and that, consistent with 48 C.F.R. § 12.212 and 48 C.F.R. Subpart 227.72, all U.S. government Licensees and Authorized Users acquire the Licensed Software and documentation with restricted rights and only those rights set forth in the Agreement. Use, duplication, reproduction, or disclosure by the U.S. government, including any department, agency or unit thereof, is subject to the restrictions applicable under of the Federal Acquisition Regulations and the Department of Defense Supplement thereto, if applicable, or any successor laws, rules or regulations.

20. **Third Party Non-Integrated Application Software.** If Licensee chooses one or more of the following Third Party Non-Integrated Application Software, then the following vendor-specific Non-Integrated T&Cs shall apply with respect to those Applications until such time as those Applications are incorporated into the Calantic Digital Solutions platform.

20.1 Rad AI (Operational AI)- See additional provisions in Schedule 3a attached hereto and incorporated herein.

20.2 CVI41 (Cardiac)- See additional provisions in Schedule 3b attached hereto and incorporated herein.

20.3 NewVue (Operational AI) – See additional provisions in Schedule 3c attached hereto and incorporated herein.

Schedule 1

MAINTENANCE AND SUPPORT SERVICES SUMMARY

1. **Maintenance and Support Services.** During the term of the Agreement, Bayer (or through Contracted Third Party as applicable) will provide maintenance and support services as follows:
 - 1.1. Where required, maintenance and support services will be provided for on-prem Licensed Software from a remote location via remote access solution that has been agreed upon by Bayer and Licensee.
 - 1.2. Services of a qualified Bayer representative to provide technical assistance and attempt corrective actions (which may consist of providing a corrective action and/or a workaround solution) ("Error Correction") of any failure of the Licensed Software to substantially perform the functionality described in the Documentation, when operated by Licensee in accordance with the Documentation, and excluding errors attributable to Licensee Platform (each failure an "Error"), which are brought to the prompt attention of Bayer by Licensee. Licensee will co-operate with Bayer and will make available a suitably qualified contact person who is knowledgeable of each Error and the Licensed Software, and who is available for discussion ("Licensee Coordinator"). Licensee Coordinator will use commercially reasonable efforts to submit and track all support requests. Where required, Licensee must permit Bayer to gain remote access to any on-prem Licensed Software, and to install updates or make changes to the Licensed Software that are required to provide Error Correction. Provision of Services may result in the Bayer representative having access to Patient Data. Bayer shall continue efforts to provide Error Correction only when these requirements have been met.
 - 1.3. Where applicable, Bayer will also provide application support ("Application Support") to address clinical questions, including questions about application functionality, clarification on results, or any other questions that are non-technical in nature. This support is not medical advice and should not be a substitute for professional medical judgment, diagnosis or treatment.
2. **Technical Assistance and Error Correction.** Where applicable, Bayer will provide Licensee with telephone and/or online access to request technical assistance ("Technical Assistance") and Error Correction as follows:

Severity	Definition	Response Time
1	Licensee cannot use multiple Licensed Software applications or there is a critical impact on the Licensee's operations for which no known workaround exists and requires immediate attention	Within 2-Hrs 24 x 7
2	Licensee can use the Licensed Software, but an important function is not available, or there has been failure of a single Licensed Software application or the Licensee's operations are severely impacted and no known work around exists	Within 2-Hrs M-F, 8-5, Local Time
3	Licensee can use the Licensed Software with some functional restrictions, but it does not have a critical impact on the Licensee's operations, and no known workaround exists	Within 4-Hrs M-F, 8-5, Local Time
4	Minor problem that is not significant to the Licensee operations, Licensee can use Licensed Software but desire attention to matter.	Within 8-Hrs M-F, 8-5, Local Time

Technical Assistance for Severity 1 may be requested from Bayer 24 x 7 via telephone (1-800-633-7237, options 1 x 2 x 1). Technical Assistance for all other severity levels and Application Support may be requested from Bayer via email at solutionssupport@bayer.com (email is monitored 8-5 M-F eastern time) or via telephone at the above number. .

3. **Updates.** For purposes of the Agreement, “Update” shall mean a new update, modification, enhancement or correction to the Licensed Software or Documentation that improves the performance of the Licensed Software and that is generally made available by Bayer from time to time as an entitlement of the Agreement.
 - 3.1. For all Updates associated with on-prem components of the Licensed Software, Licensee must promptly install, or at a mutually agreed upon time, agree to install, or permit Bayer to install, each Update provided by Bayer.
 - 3.2. Unless indicated otherwise by Bayer, all Application Support and training services for an Update project will be provided from a remote location.
 - 3.3. Updates may also include more current versions of existing third party components of the Licensed Software, or new third party components of the Licensed Software, each provided by Bayer (“Third Party Software Components”) that are required to enable the Licensed Software to perform as intended. Third Party Software Components will be provided on an “as is” basis and Bayer does not warrant that Third Party Software Components will be error free or operate without interruption.
 - 3.4. Bayer may, in its sole and absolute discretion, include in Updates to the Licensed Software or other product’s certain features or functionality suggested or requested by or on behalf of Licensee at any time, including any customizations or modifications that may be required during the installation of the Licensed Software pursuant to the Agreement that Bayer agrees to perform, and Bayer will exclusively own all such features and functionality and may provide them to other licensees with or without charge, without any compensation due to Licensee, unless otherwise specifically agreed in writing between the Bayer and Licensee.
4. **Remote Access.** For Licensed Software with an on-prem component, Bayer and Licensee will use an agreed upon remote access solution to provide support as noted below. Failure to use an agreed upon remote access solution may result in a limit to the services that Bayer may provide under this Agreement and additional fees to Licensee may apply.
5. **Exceptions.** Bayer Services do not cover:
 - 5.1. Errors resulting from any modifications of or alterations to the Licensed Software by anyone other than Bayer including its authorized subcontractors.
 - 5.2. Errors due to failure by Licensee to install Updates as provided and requested by Bayer.
 - 5.3. Errors resulting from Licensee’s failure to comply with the Platform requirements outlined below and in the Documentation.
 - 5.4. Errors resulting from any installation or use of customer-provided hardware or third party software not specified in the Documentation or expressly authorized by Bayer or Contracted Third Party in writing.
 - 5.5. Errors attributable to failure or errors of the Licensee’s environment, including but limited to outages in power or failures of servers or workstation hardware, software, interfaces, network, VPN, or other connectivity with the Licensed Software.
 - 5.6. Accident, neglect, or misuse of the Licensed Software or failure by Licensee to maintain the Licensee Platform or any other causes beyond Bayer’s control.

Error correction provided by Bayer including reinstallation of the Licensed Software requested by the Licensee, or as needed to address a failure attributable to this Section 5 may be a billable service and additional fees may apply. Billable Professional Services are payable and due within 30 days of Bayer’s invoice thereof.

Schedule 2

MINIMUM PLATFORM REQUIREMENTS FOR LICENSEE ENVIRONMENT

Licensee's Platform shall mean server and workstation equipment, software, interfaces, networks, VPNs, or other connectivity with the Licensed Software owned or utilized by Licensee that is used to host, provide an interface connection to, or access the Licensed Software, including all associated Licensee third party software components and any required support contracts. Platform specifications are specific to the installed version of the Licensed Software, and will be as indicated in the Documentation for a given release of the Licensed Software and will include requirements relating to the following:

1. Licensee's Platform must conform with all required inbound and outbound DICOM, HL7, FHIR and Web Services interface standards that are supported by the installed version of the Licensed Software. Specifications will be as indicated in the Documentation for the Licensed Software.
2. Licensee's Platform must conform with all specifications referenced in the Documentation or as agreed to by Bayer and Licensee, that are needed by the Licensed Software to receive, process, cache, store, and transmit data between Licensee's Platform and Licensed Software, which may include on-prem and cloud-hosted components, and as needed by an agreed upon remote access solution to provide remote support of on-prem Licensed Software.
3. Licensee's Platform must conform to the requirements for physical, technical and administrative security controls (including firewall and intrusion detection software), and additional safeguards needed to promote the protection, availability, scalability, performance, and dependability of any of the foregoing.
4. Licensee's Platform must include any certificates needed to support encryption of data transmissions between the Licensed Software and Licensee's Platform and Licensee users.
5. Licensee will be solely responsible for any and all costs, license fees and taxes relating to the foregoing.

Schedule 3a- Rad AI Specific Provisions

Rad AI requires that the following provisions be included in all agreements for the Products provided by Rad AI, Inc. For purposes of this Schedule, End User shall have the same meaning as Licensee as that term is defined in the Agreement.

1. Data and IP provisions

- 1.1 End User will provide Rad AI with datasets which may include radiology image data and associated text data (including histories, indications, reports, tech notes and scanned worksheets, ICD-10 / CPT codes and reimbursement data) available in their databases and from healthcare clients of End User ("End User Datasets"). The specific End User Datasets will be described in Schedule 1 of the Agreement and provided by End User when End User and Rad AI execute the Agreement.
- 1.2 End User warrants that, without infringing the rights of any third-party, it has all rights necessary to provide any information, data or other materials that it provides hereunder, including without limitation the End User Datasets, and to permit Rad AI to use the same as contemplated hereunder.
- 1.3 End User Datasets will be de-identified by Rad AI in accordance with the Health Insurance Portability and Accountability Act of 1996 (and the regulations promulgated thereunder) ("HIPAA"), and other applicable law. In particular, such images and data will be de-identified in accordance with the de-identification standards set forth in Section 164.514(b)(2) of the HIPAA Privacy Rule. Upon receipt of End User Datasets, Rad AI will store such images and data in HIPAA-compliant cloud storage systems managed by Rad AI and will maintain HIPAA compliance across its internal and cloud-based infrastructure. Rad AI will be responsible for its own cloud storage and computational expenses. End User and Rad AI will enter into a business associate agreement ("Business Associate Agreement") concurrently with this Agreement.
- 1.4 End User hereby grants Rad AI the perpetual, irrevocable right during and after the term hereof to retain and use the End User Datasets. Rad AI will retain all right, title and ownership of all de-identified information, and End User agrees that Rad AI may use and disclose such de-identified information as permitted under applicable law, including without limitation that Rad AI may use such de-identified information to train its algorithms through machine learning techniques for use in certain products to improve radiology workflow and create augmentation and automation tools utilizing such models (such products and tools, collectively, the "Products").
- 1.5 Rad AI agrees that it shall not re-identify, or attempt to re-identify, all or any portion of End User Datasets, or combine data sources in order to re-identify all or any portion of End User Datasets.
- 1.6 Proprietary Rights. As between the parties, Rad AI exclusively owns all right, title and interest in and to any Products developed with or for End User as a result of End User's Datasets, as well as to ideas for other Products, whether or not ultimately made part of this Agreement or developed with or for End User (including all versions thereof). End User may from time to time provide Rad AI suggestions or comments for enhancements or improvements, new features or functionality or other feedback ("Feedback") with respect to the Products. Rad AI will have the full, unencumbered right, without any obligation to compensate or reimburse End User, to use, incorporate and otherwise fully exercise and exploit any such Feedback in connection with its products and services.
- 1.7 Product Ownership. As between the parties, Rad AI exclusively owns all right, title and interest in and to the Products.
- 1.8 Metrics. End User agrees that Rad AI has the right to aggregate, collect and analyze data and other information relating to the performance of the Products (such as number of users, amount of product usage and number of reports generated, average Product time, and similar user metrics) and shall be

free (during and after the term hereof) to (i) use such data and other information to improve Rad AI's products and services, and (ii) disclose such data and other information solely in an aggregated and anonymized format that does not identify any individual.

- 1.9 End User will not, directly or indirectly: (a) reverse engineer, decompile, disassemble, modify, create derivative works of or otherwise create, attempt to create or derive, or permit or assist any third party to create or derive, the source code underlying the Products; (b) attempt to probe, scan or test the vulnerability of the Products, breach the security or authentication measures of the Products without proper authorization or wilfully render any part of the Products unusable; or (c) otherwise use any Rad AI Product outside the scope expressly permitted hereunder.

2. Commercial Provisions

2.1 Limitation of Liability.

(a) WITH REGARD TO THE RAD AI PRODUCT, NEITHER PARTY SHALL BE LIABLE OR OBLIGATED UNDER ANY SECTION OF THIS AGREEMENT OR UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY (I) SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), EVEN IF SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, OR (II) AMOUNT IN THE AGGREGATE IN EXCESS OF THE AMOUNTS PAID AND/OR PAYABLE TO BAYER FOR THE RAD AI PRODUCT IMPACTED IN THE TWELVE (12) MONTHS PRECEDING THE DATE THE CLAIM AROSE. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY BREACH OF SECTION 1.9 OF THIS SCHEDULE 3a.

(b) In addition, neither Party will be deemed in breach hereunder for any cessation, interruption or delay in the performance of its obligations due to causes beyond its reasonable control, including earthquake, flood, or other natural disaster, act of God, labor controversy (affecting the industry as whole), civil disturbance, terrorism, war (whether or not officially declared), denial of service attacks, or the inability to obtain sufficient supplies, transportation, or other essential commodity or service required in the conduct of its business (provided such issue affects more than just the party in question), or any change in or the adoption of any law, regulation, judgment or decree.

3. Implementation Provisions

- 3.1 End User will work closely with Rad AI on integrating and implementing any Products into End User workflow on a timely basis, to the extent set forth in Schedule 1. End User will test and roll out the Products in a step-wise fashion across its workflow and software platforms, as soon as the applicable Product has been tested and the parties are mutually satisfied that such Product is in accordance with mutually agreed specifications

4. Disclaimer

- 4.1 DISCLAIMERS. END USER ACKNOWLEDGES THAT THE PRODUCTS ARE MERELY AUGMENTATION AND AUTOMATION TOOLS THAT ARE DESIGNED TO ASSIST AND MAKE MORE EFFICIENT THE ACTIVITIES OF RADIOLOGISTS. THE PRODUCTS ARE NOT INTENDED TO REPLACE THE PROFESSIONAL MEDICAL JUDGMENT OF ANY RADIOLOGIST AND THE RESULTS OF THE USE OF THE PRODUCTS DO NOT CONSTITUTE PROFESSIONAL MEDICAL ADVICE. THE PRODUCTS MAY CONTAIN BUGS, MAKE ERRORS OR MISINTERPRET IMAGES OR OTHER DATA. EXCEPT AS EXPRESSLY SET FORTH HEREIN, RAD AI HEREBY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OR QUALITY OF ANY RESULTS OF THE USE OF THE PRODUCTS

AND ANY OTHER WARRANTIES, INCLUDING OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Schedule 3b – CVI42 Specific Provisions

The terms and conditions set forth at <https://www.circlecvi.com/terms-and-conditions> shall apply to any purchases of a Third Party App developed by Circle Cardiovascular Imaging, including but not limited to CV142.

Schedule 3c – NewVue Specific Provisions

NewVue requires that the following provision be included in all agreements for the Products provided by NewVue. For purposes of this Schedule, “Customer” shall have the same meaning as “Licensee” as that term is defined in the Agreement.

DATA OWNERSHIP AND DE-IDENTIFIED DATA. Customer shall own all right, title, and interest in and to all customer data and is solely responsible for its legality and appropriateness. Customer ensures that the customer data is not unlawful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another’s privacy, or infringing. Customer grants NewVue the authority to extract data from all customer data uploaded into the Licensed Products, excluding patient identity-related data prohibited by law, and to use, publish, disseminate, prepare derivative works from, and otherwise exploit such de-identified data, in compliance with applicable laws and regulations.