

AI-Modules License of Use

Between the undersigned:

Tribun Health, a registered company with its statutory office located at 30 boulevard de Vaugirard, 75015 Paris, France, represented by Jean-François Pomerol as Chairman and Chief Executive Officer.

hereinafter referred to as "the Distributor"

and

Yyyy,

hereinafter referred to as "the Client"

The Distributor and the Client are hereinafter referred to individually as a "Party" and collectively as the "Parties".

1. Preamble

Tribun Health is an innovative company specializing in the design, marketing and integration of software solutions dedicated to Digital Pathology. Tribun Health, as the Distributor, distributes to the Client computational pathology algorithms software manufactured and commercialized by different editors including himself (called collectively hereinafter the Providers) interoperated within its platform CaloPix®. These AI-Modules (defined hereafter) are capable of analyzing tissue samples and of performing various analyses and providing Services (defined hereafter).

Distributor and Providers have signed a reseller agreement which governs their respective rights and obligations. The Distributor hereby guarantees that the Providers, acting as its subcontractors, have signed a reseller agreement which is in full adequation with this License of Use and that offers the same level of rights to the

Client.

YYYY is a ... YYYY is equipped with advanced digital resources, including solutions marketed by Tribun Health. The Client is ready to implement and use innovative diagnostic tools based on artificial intelligence image analysis. In particular, YYYY would like to obtain licenses to use AI-Modules distributed by Tribun Health.

With regard to data privacy laws and regulations, the Client is the Data Controller, the Distributor is the Data Processor and the Providers are Data Sub-Processors.

The purpose of this contract (hereinafter referred to as the "License of Use") and its Appendices, is to define the terms and conditions applicable to the Client's subscription to the AI-modules distributed by Tribun Health. Two appendices must be signed in conjunction with this contract: Appendix 1 – AI-Modules Subscription and Appendix 2 – DPA.

2. Definitions

- 2.1 "Acceptance" means the recognition by the Client that the subscribed AI-Modules operates in accordance with the intended use as stated in User Manual. This Acceptance is evidenced by a written "Acceptance Report" validated by the Client. Reject of the Acceptance Report must be documented by material troubleshooting.
- 2.2 "Acceptance Date" means the date of the validated Acceptance Report by the Client
- 2.3 "Account" means the account that allows the Client access to the Services. "Enterprise Account" is the Account for an entity or a group of persons that allows for more than one User to use the Services. "Single Account" is the Account for an individual professional that allows one User to use the Services.
- 2.4 "AI Module" means the computational pathology artificial intelligence image recognition software for analyzing tissue scans, the use of which is granted to the Client by the Distributor under the terms of the License of Use. This software can be developed by Distributor or by a third party.
- 2.5 "Anniversary Date" means the annual date (day and month) of the Effective Date.
- 2.6 "Annual Usage Commitments" refer to the annual usage commitment taken by the Client based on its forecasted usage of each AI-Module. This commitment is key as it determines the pricing and the sizing of the Services. These Commitments are defined in Appendix 1 and can be revised annually based on the forecasted activity. Such revision must be in writing by signing a new Appendix 1 for the next annual Period.
- 2.7 "Appendices" refer to the appendices of this License of Use and specifically Appendix 1 on Subscribed AIModules and Appendix 2 Data Processing Agreement.

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- 2.8 "Client" refers to entity using the Services. The Client is also the Account holder of the Enterprise Account or the Single Account unless specified otherwise in the License of Use Contract. Many Users can be attached to one Client.
- 2.9 "Client Data" means the Original Data and the Derived Data.
- 2.10 "Confidential Information" means any information disclosed by a party to the other party, directly or indirectly, which, (a) if in written, graphic, machine-readable or other tangible form, is marked as "confidential" or "proprietary," (b) if disclosed orally or by demonstration, is identified at the time of disclosure as confidential, (c) is specifically deemed to be confidential by the terms of this License of Use, or (d) reasonably appears to be confidential or proprietary because of the circumstances of disclosure and the nature of the information itself. Confidential Information will also include information disclosed by third parties to a disclosing party under an obligation of confidentiality.
- 2.11 "Data Controller" means the entity responsible for determining the purposes and means of processing personal data on behalf of the persons to whom the data belong. In this License of Use, the Client is the Data Controller.
- 2.12 "Data Processor" acts under the instructions of the Data Controller only, by processing Personal Data on behalf of the Data Controller. In this License of Use, the Distributor is the Data Processor.
- 2.13 "Data Sub-processor" acts under the instructions of a Data Processor, meaning that he may process Personal Data on behalf of the Data Processor. In this License of Use, the Providers are Data Subprocessors.
- 2.14 "Data Protection Laws" means (i) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation); (ii) the UK Data Protection Act 2018; and any law that incorporates the principles, requirements, and concepts of GDPR into the United Kingdom law (iii) the applicable data privacy laws in USA and namely HIPAA and (iv) the applicable data privacy laws in Canada and namely PIPEDA.
- 2.15 "Effective Date" means the last date of signature of this License of Use.
- 2.16 "Original Data" means all or part of the Whole-Slide Image (WSI) of tissue and cells and all necessary associated metadata that are to be analyzed by AI-Modules.
- 2.17 "Data Processing Agreement" means the Appendix 2 describing the conditions of Use of Personal Data by the Distributor and the Providers and the Client, listing in particular the undertakings that Distributor on behalf of Providers has to make in terms of Personal Data processing under the License of Use (share, processing, storage, utilization).
- 2.18 "Derived Data" are the resulting data from the AI analysis and includes and are not limited to heatmaps, colored overlays, Scores, Probability Scores, Classifications, Reports, Predictions.
- 2.19 "Period" means any consecutive 365 days starting at the Effective Date or at any Anniversary Date.
- 2.20 "Personal Data" means any data relating to an identified or identifiable person. This person can be identified directly or indirectly.
- 2.21 "Provider and collectively Providers" means an editor or all the editors of AI-modules which are distributed by Tribun Health. When selling its own AI-Modules, Tribun Health is also considered as a Provider.
- 2.22 "Other Data" are data such as AI analysis request data, data related to receiving of AI analysis results, date for API access date and time, WSI file names, etc.
- 2.23 "User Manual" means the instruction manual containing the directions of use of the Services, for each AiModule, including functional features, system and image requirements. User Manual is also known as the Instructions for Use.
- 2.24 "License of Use" means the current license agreement signed by the Client, granting the right of use of one or several AI-Modules, including extensions and attachments defining the Services, their specifications and other terms and conditions, as far as these apply to the Services.
- 2.25 "Services" means the services provided by the AI-Modules and associated services offered by the Providers and distributed by the Distributor and ordered by the Client pursuant to the AI-Modules License of Use. Providers may also offer, if applicable, accompanying support and training services and any further consulting and parameterization services in the context of the use of the offered Services.
- 2.26 "Subscription Term" means that period during which Client is subscribed to the AI-Module and during which Client will have on-line access and use of the AI-Module, as set forth in the License of Use.
- 2.27 "Term" means the term of any Services provided by the Distributor specified in the License of Use and any renewal thereof.
- 2.28 "Trial Period" is an optional period of time agreed between the Distributor and the Client during which the Client can test the subscribed AI-Modules. This Trial Period starts at Acceptance Date for each AI-Modules. Its length and financial conditions are defined in Appendix 1.

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- 2.29 "Users" means the natural persons authorized by the Client to use the Services and to whom the Distributor has granted access to the Services upon the Client's instruction.

All capitalized words in the License of Use and in its Appendices refer to these definitions.

3. Applicability

- 3.1. The following License of Use applies to all Services subscribed by the Client as listed in Appendix 1.
- 3.2. General terms and conditions of the Client and of the Providers do not become part of the License of Use even if the Client or Providers refer to them.

4. Subject of the License of Use

- 4.1. Type and scope of the Services and obligations result from the License of Use.
- 4.2. The Distributor, on behalf of Providers, undertakes to provide the subscribed AI-Modules and the Service compliant with the medical claims and the technical specifications as set forth in the User Manual of each AI-Module.
- 4.3. The Client hereby grants Distributor and Providers a worldwide, non-exclusive and non-transferable license to access, copy, store, host, configure, use, process, display and transmit Original Data, during the Subscription Term, as necessary to provide the subscribed services to Client in accordance with this License of Use.
- 4.4. Subject to the intellectual property rights of the Provider as set forth in Section 10 Property Rights and the license rights set forth in 4.3, any data, indications, alerts, reports, analysis results and output generated by any AI-Module when applied to Original Data ("Output") will be deemed the exclusive property of the Client, and to the extent that Provider's intellectual property rights are embedded in any Output generated by the AI-Product, Client is granted a non-exclusive license to utilize such rights to the sole extent required to have full enjoyment of such Output for its own internal purposes.
- 4.5. IT IS HEREBY EXPRESSLY STATED THAT EACH SERVICE IS INTENDED FOR USE SOLELY IN ACCORDANCE WITH THE INDICATIONS FOR USE AND PRODUCT LABEL (GOVERNMENTAL CLEARANCE IN SPECIFIC TERRITORIES) EXPRESSLY STATED IN THE USER MANUAL. ANY USE OF THE AI-MODULE SERVICE IN ANY TERRITORY IN WHICH SAID GOVERNMENTAL CLEARANCE DOES NOT APPLY AND/OR OTHERWISE BEYOND THE FOREGOING SCOPE IS FOR RESEARCH USE ONLY. THE AI-MODULE IS A TOOL DESIGNED TO ASSIST AND SUPPORT CLIENT'S TRAINED PROFESSIONALS IN NORMAL PATHOLOGY LABORATORY WORKFLOW, IN FULL COMPLIANCE WITH THE USE INSTRUCTIONS, AND OUTPUT IS NOT INTENDED TO BE USED ON A STAND-ALONE BASIS FOR PATHOLOGY REPORT OR DIAGNOSIS NOR IS IT INTENDED TO RULE OUT CANCER OR OTHERWISE PRECLUDE A PATHOLOGICAL ASSESSEMENT. OUTPUT IS NOT A SUBSTITUTE FOR PROFESSIONAL JUDGMENT, INDEPENDENT ANALYSIS AND MEDICAL DETERMINATION BY CLIENT. The Client hereby undertakes to reproduce this notice in any event Output is shared with third parties, and specifically when such professional judgment, independent analysis and/or medical determination deviates in any manner from the Output. THE CLIENT CONFIRMS THAT THE CLIENT IS SOLELY RESPONSIBLE FOR ANY USE OF THE OUTPUT AND THAT IN NO EVENT WILL PROVIDER NOR DISTRIBUTOR BE HELD LIABLE FOR ANY CLAIM, SUIT, PROCEEDING, PENALTY OR ENFORCEMENT ACTION ARISING OUT OF CLIENT'S BREACH HEREOF.

- 4.6. Notwithstanding the regulatory obligations attached to each AI-Module, and unless otherwise expressly stipulated, Distributor and Provider are not obliged to achieve certain results.
- 4.7. Distributor, on behalf of Provider, will notify the Client of substantial changes on any AI-Module in writing or by e-mail at least six weeks before they become effective. If such change has significant impact on Client, Parties will negotiate in good faith to find a solution.

5. Subscription to Services and Acceptance

- 5.1. The list of Services which are subscribed by the Client are detailed in Appendix 1.
- 5.2. For each subscribed Service, the availability of the Service will be evidenced by an Acceptance Report issued by the Distributor. The Client shall approve or reject this Acceptance Report within 15 days of issuance. In absence of rejection within 15 days, the Service is deemed to be approved by the Client.
- 5.3. In case a Trial Period is agreed in Appendix 1 between the Distributor and the Client, the Acceptance Report must be approved or rejected by the Client at the latest on the last day of the Trial Period. In absence of rejection before the end of the Trial Period, the Service is deemed to be approved by the Client.
- 5.4. The Client can decide at any time to add or remove Services by asking the Distributor to modify the Appendix 1. This modification is done in written form approved by both Parties.
- 5.5. For each subscription, an Annual Usage Commitment is defined in Appendix 1 and agreed between the Distributor and the Client.
- 5.6. Terminating a Service will be effective:
 - 5.6.1. Immediately after written request from the Client during the Trial Period. In that case, the Annual Usage Commitment for the terminated AI-Modules as defined in Appendix 1 will not apply and the Client won't be charged.
 - 5.6.2. Only at the end of the Period in which the Client has notified by written its willingness to terminate the Service.
- 5.7. Adding a Service will be effective as soon as Acceptance Report is approved.

6. Invoicing

- 6.1. The subscribed Services will be invoiced annually at each Anniversary Date for the following Period.
- 6.2. For the first year a Service is subscribed, it will be invoiced at Acceptance Date for the time remaining up to the Anniversary Date. As a reminder, in case of a Trial Period, the Acceptance Date will be at the latest the last day of the Trial Period.
- 6.3. The invoice will be based on the agreed prices and Annual Usage Commitments defined in the latest approved Appendix 1 for the subscribed Services. For Acceptance Date occurring between two Anniversary Dates, the Annual Usage Commitments will be prorated.
- 6.4. If the Client does not meet its Annual Usage Commitments on the Period, no refund will occur.
- 6.5. If the Client exceeds its Annual Usage Commitments by more than 10% during the Period, the Distributor will invoice the Client for the annual usage exceeding the Annual Usage Commitments at the end of the considered Period.
- 6.6. Invoices are payable by bank transfer thirty (30) days net after the invoice date. If payment is not made on due time, the Distributor may suspend the access to the subscribed Services after written notification without remedy.

7. Access Requirements

- 7.1. The Client is responsible for all activities that occur through its Account. The Client is obliged to inform Distributor immediately about any unauthorized use of its Account or any other security breach. The Distributor is not liable for any damages incurred by the Client because of unauthorized third parties using the Account with or without the Client's knowledge. The Client is liable for damages incurred by Distributor, Provider or any other person due to the use or access of the Account by an unauthorized third party. The Client guarantees that Users do not use the Access of another Client.
- 7.2. The Services are secure applications that include user authentication, access controls, user permissions, 128-bit SSL data encryption, and a secure, protected platform. Although these facilities provide a high level of protection, the complete security of the Services cannot be guaranteed. The Client is responsible for configuring its information technology and computer programs to access the Services.
- 7.3. To ensure the functionality of AI-Modules, the Original Data must meet the requirements regarding standard of staining method, minimum image sharpness and resolution, section thickness as is defined in the User Manual (Instructions for Use) of each AI-Module. Original Data must be uploaded to AI-Module as pseudonymized images (i.e. fully anonymized for Provider, but pseudonymized for the Client who will need to tie the results to the patient identity).
- 7.4. The Client is obliged to impose these obligations onto its Users.

8. Client Rights and Obligations

- 8.1. All rights to the Services remain with Providers. The Client is not entitled to any rights that are not explicitly granted in this License of Use.
- 8.2. The Client is granted a non-exclusive, non-transferable, limited right to access and use the Services during the Term in accordance with the User Manual. The Client may sublicense this right to its Users only.
- 8.3. The software solutions of the Services shall not be transferred to the Client.
- 8.4. The Client may use the Services solely for the purpose for which the Client was granted access to the Services. The Client shall not be entitled to use the AI-Modules and/or the Services beyond the use permitted in accordance with this License of Use. The Client may not grant sublicenses and may not make the Services available to third parties unless it has been expressly permitted to do so. The Client is not permitted to reproduce the software solutions of the Services or parts thereof.
- 8.5. In particular, the Client may not copy, translate, modify, reverse engineer, decompile and/or distribute the AI-Modules, including the source code and the User Manual for any part of the Services or any copy, adaptation, transcription, or merged part thereof. The User may not transfer, lease, assign, rent, or sublicense the rights granted to it under this License of Use or make the Services available for use by any other person.
- 8.6. The Client is entitled to the rights to the results generated by AI-Modules as stipulated in this License of Use. The Client namely has the unlimited, transferable and sublicensable rights to download and store the results in an archival database and to publish and distribute the results of AI-Module.
- 8.7. The Client may not use the results to train its own artificial intelligence or a third-party vendor artificial intelligence.
- 8.8. The Client undertakes,
 - 8.8.1. to ensure that it has received the appropriate patient's consent to use the Services and if necessary has informed the patient that the Services were used to build a diagnostic decision;
 - 8.8.2. to be regularly insured for professional acts performed while using the AI-Modules and Services
 - 8.8.3. to take reasonable precautions to prevent unauthorized access to the Services, in particular to protect the Services from unauthorized use by third parties;
 - 8.8.4. to take care that Users only have Original Data analyzed for which the AI-Modules has been developed and do not send contents to Providers, which interfere with the rights of third parties (in particular personal rights, copyrights, trademark rights, patent rights or other rights of third parties), or may in any other way impair or damage the reputation of Distributor and Providers;
 - 8.8.5. to indemnify Distributor and Providers from all claims of third parties, which are based on a noncontractual or otherwise illegal use of the Services for which the Client is responsible, or which result in particular from data protection, copyright, or other legal disputes. If the Client identifies or must identify that such claims of third parties are becoming immanent, the Client must inform the Distributor immediately.

- 8.9. Services may only be used in such a way that no impairments, overloads, or damages occur, and the purpose pursued with the Services is neither endangered nor circumvented. The Client shall not circumvent or modify any security measures of Providers, neither by itself nor by third parties. The Client shall not misuse the Services by knowingly introducing viruses, Trojan horses, worms, logic bombs or other material that is malicious or technologically harmful. The Client may not gain or attempt to gain unauthorized access to the server on which the Services are stored or to any server, computer or database connected to the Services, or start an unauthorized attempt to retrieve information or data or have it retrieved by an unauthorized third party. The Client may not attack the Services via a denial-of-service attack or a distributed denial of service attack. Providers will report any such breach to the appropriate law enforcement authorities and will cooperate with such authorities and disclose the identity of the Client.
- 8.10. The Client shall notify Distributor immediately if the Client has any indication that a breach of this Section has occurred.

9. Distributor Rights and Obligations

- 9.1. By having Original Data analyzed by AI-Modules, the Client grants Distributor and Providers the nonexclusive, royalty-free, revocable, and limited right, during the Term only, to use the Original Data for the exclusive purpose of fulfilling Providers' obligations related to the execution of the License of Use and providing the Services hereunder.
- 9.2. By having Original Data analyzed by Ai-Module through its Account, the Client represents and warrants that it owns all rights to the Original Data necessary to post the Original Data and to grant Providers the rights of use under this License of Use.
- 9.3. The Distributor warrants that AI-Modules are hosted on servers located in the Client territory (respectively EU, UK, Canada and USA) complying with the regulation in force in the concerned territory. This warranty is explicated in Appendix 2 on DPA.
- 9.4. The Distributor warrants that the right to access and use the Client Data by the Providers is granted for the sole purpose of executing the analysis by the AI-Modules and performing the Service and that any secondary use of Client Data is explicitly prohibited unless specifically agreed otherwise in written with the Client.
- 9.5. The Distributor warrants that Providers shall delete the Original Data and the Derived Data from their servers in a maximum period of 21 (twenty-one) days from the date of providing the Service. Therefore, any request from the Client regarding any issue related to any previous delivered Services, addressed to the Distributor after deletion by the Provider of the Original Data and the resulting Derived Data will not be processed.
- 9.6. The Distributor warrants that Providers shall keep Other Data for the sole purpose of providing the Service and technical assistance.
- 9.7. Without prejudice to any other security standards agreed between the Client and the Provider, Distributor and Provider shall implement appropriate technical and organizational measures to ensure a level of security of the processing of Personal Data appropriate to the risk, and according to the Data Protection Laws. These measures shall include as appropriate:
- 9.7.1 measures to ensure that the Personal Data can be accessed only by authorized personnel for the purposes of the License of Use;
 - 9.7.2 treating all Personal Data as strictly confidential and informing all its employees, agents and/or approved Sub-Processors engaged in processing the Personal Data of the confidential nature of the Personal Data;
 - 9.7.3 to assess the appropriate level of security account, taking into account in particular all the risks that are presented by processing, for example from accidental or unlawful destruction, loss, or alteration, unauthorized or unlawful storage, processing, access or disclosure of Personal Data;
 - 9.7.4 the pseudonymization and encryption of Personal Data;
 - 9.7.5 the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - 9.7.6 the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident;
 - 9.7.7 a process for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing of Personal Data;
 - 9.7.8 measures to identify vulnerabilities with regard to the processing of Personal Data.
 - 9.7.9 notifying the Client within seventy-two (72) hours of learning of any event that may have compromised the confidentiality, integrity, security, or availability of any Personal Data, and provide the information required to be able to notify the relevant authorities if requested by the Data Protection Laws.

10. Proprietary Rights

- 10.1. The Provider and the Distributor retain all ownership and intellectual property rights in and to the AI-Modules, Service, User Manual and anything related thereto, including any fix-pack, modification, adjustment, improvement, update, upgrade, derivative and/or enhancement related thereto, and any Artificial Intelligence (AI) model, technology, know-how, methodology, algorithm, trade secret. The Client hereby assigns all rights, titles and interests it may have in the foregoing to Provider. For the removal of any doubt, to the extent that Client provides, directly or indirectly, any feedback to the Provider about the AI-Modules, User Manual and/or anything related thereto (e.g. technical support input, suggestions, or enhancement requests) and generates (either voluntarily or through collection and transmittal by the AI-Module and Service) certain technical information, account information, and metadata associated with Client's access and use of the AI-Module in an anonymous, aggregated and non-personal form (e.g. application telemetry, account credentials, network metadata, software version and configuration, performance data, usage data, and scoring data) (collectively, "Feedback and Metadata"), then the Provider may develop, modify, and improve the AI-Modules and Service based on the Feedback and Metadata and reserves the right to use, publish, share, provide, deliver and otherwise exploit the Feedback and Metadata without any restriction. The Client hereby consents that the Feedback and Metadata will be deemed owned by the Provider for all purposes.

11. Availability

- 11.1. Distributor, on behalf of Providers, warrants for the maintenance of the contractually agreed quality of the Services during the Term as well as for the fact that no rights of third parties oppose a contractual use of the Services. Distributor and Providers will remove occurring material defects of the Services in reasonable time according to Section 12 "Support Commitments".
- 11.2. Distributor warrants that Providers host the Services on redundant, high-performance server systems. Distributor ensures that operational availability of the Services will not be below 99% p.a. Distributor and Providers may limit access to the Services for a time, if this is necessary because of capacity limits, to carry out maintenance work or for security reasons. Client will be informed beforehand about access limitation. Maintenance times are not considered as downtime.
- 11.3. Distributor and Providers are not liable for performance or availability problems:
- 11.3.1. due to factors beyond their control (e.g., natural disasters, wars, terrorist attacks, riots, or governmental actions),
 - 11.3.2. caused by services, hardware, or software of the Client or third parties,
 - 11.3.3. caused using a Service after Distributor has instructed the Client to change the use of a Service and the Client has not changed the use as instructed,
 - 11.3.4. caused by the Client's unauthorized act or omission or by others who have gained access to Provider's network using the Client's passwords or devices,
 - 11.3.5. caused by the Client's failure to maintain required configurations, use supported platforms, and comply with acceptable use policies; or
 - 11.3.6. that are based on a restriction according to Section 7 "Access Requirements".
- 11.4 Distributor is also not liable for disturbances and loss of quality of the Services because of data transmission on the Internet, which Distributor is not responsible for, and which complicate or prevent the use of the Services.
- 11.5 The Client is obliged to report defects to the Services immediately after their discovery. In case of material defects, this is done by describing the time of occurrence of the defects and the closer circumstances.

12. Support Commitments

- 12.1. The Distributor and the Client agree on the Support Commitment described in this Section 12.
- 12.2. Support is provided in French and English on working days from 8:30 am to 6:00 pm CET. Support can be reached by mail or phone.
- 12.3. Three levels of errors have been defined.
- 12.3.1. Critical/blocking error: Errors preventing operation: The error prevents the business operation at the Client; there is no workaround:
- 12.3.2. Major: Operationally hindering errors: The error hinders the business operation at the Client considerably; however, the use of the Services is possible with workarounds or with temporarily acceptable restrictions or complications:
- 12.3.3. Minor: Other errors.
- 12.4. The following SLA (Service Level Agreement) applies:

	Consideration	Error Qualification	Error Fix
Critical / Blocking	Call = t0	2h	8h
Major	Call = t0	2h	24h
Minor	Call = t0	8h	72h if no SW Dev, next update otherwise

13. Confidentiality

- 13.1 During the term of this License of Use and for 5 (five) years thereafter, each Party will treat as confidential all Confidential Information of the other Party, will not use such Confidential Information except to exercise its rights and perform its obligations under this License of Use, and will not disclose such Confidential Information to any third party. Without limiting the foregoing, each Party will use at least the same degree of care, but not less than a reasonable degree of care, it uses to prevent the disclosure of its own confidential information to prevent the disclosure of Confidential Information of the other party. Each party will promptly notify the other Party of any actual or suspected misuse or unauthorized disclosure of the other Party's Confidential Information. Each Party may disclose Confidential Information of the other Party on a need-to-know basis to its employees, contractors and technology collaborators who are subject to confidentiality agreements requiring them to maintain such information in confidence and use it only as permitted under this License of Use on behalf of the receiving Party. For the removal of any doubt, Original Data, Derived Data, Output and Client's lab information system and internal work processes are deemed Confidential Information of Client, and the AI-Module, the Service, User Manuel and all know-how, process, methodology, tool, analytical method, algorithm or idea associated therewith and/or otherwise created and/or utilized by the Provider in connection with any services provided thereby, as well as business and pricing information of Distributor shared with Client, are deemed Confidential Information of Distributor or Provider. Confidential Information excludes information that the receiving party can prove in tangible evidence: (a) is known publicly at the time of the disclosure or becomes known publicly after disclosure through no fault of the receiving Party, or (b) is known to the receiving party, without restriction, at the time of disclosure or becomes known to the receiving party, without restriction, from a source other than the disclosing party not bound by confidentiality obligations to the disclosing Party. The receiving party may disclose Confidential Information of the other Party to the extent such disclosure is required by law or order of a court or other governmental authority, provided that the receiving Party will use reasonable efforts to promptly notify the other Party prior to such disclosure to enable the disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure. Each Party may disclose the existence of this License of Use and the relationship of the Parties but agrees that the specific terms of this License of Use will be treated as Confidential Information, provided that each party may disclose the terms of this License of Use within a 'due diligence' examination to existing/potential investors, acquirers, lenders or business partners and to their professional advisors, under a duty of confidentiality.

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14. Duration and Termination

- 14.1. This License of Use shall enter into force on the Effective Date and shall remain in force for an initial Period of twelve (12) months from the Effective Date.
- 14.2. Unless terminated by one Party, the License of Use shall be automatically renewed by tacit agreement on each Anniversary Date for a further Period of 12 (twelve) months.
- 14.3. The Client may terminate the License of Use by written notification if:
- 14.3.1. during the Trial Period, the Client decides to terminate the tested Services or refuses to approve the Acceptance Report and that no Service remains in use after such termination. After written notification to the Distributor, the License of Use will be automatically terminated.
 - 14.3.2. the Client has notified in written a breach of the License of Use by the Distributor and that this breach remains uncured 60 (sixty) days after the notification. In this case a refund for the rest of the invoiced Period will be granted to the Client.
 - 14.3.3. the Client wants to stop using all Services at the next Anniversary Date. This decision must be notified to the Distributor in written form with a notice of at least 90 (ninety) days before the next Anniversary Date.
- 14.4. If the Client refuses to approve a new Appendix 1 with updated prices or Annual Usage Commitments based on market evolution or activity change by the Client, the Distributor may terminate the License of Use at the end of a Period by notifying the Customer with a notice of at least 90 (ninety) days.
- 14.5. Notwithstanding the termination conditions defined above, the right to terminate the License of Use by the Distributor on behalf of the Provider without notice for good cause remains unaffected. A good reason, which entitles the Distributor to terminate the License of Use on behalf of the Provider, exists in particular, if the Client violates its rights of use by using the Services beyond the extent permitted by this License of Use and does not stop the violation immediately after a warning by Provider or Distributor, and/or if the Provider reasonably concludes that the Client is causing immediate and/or ongoing harm to the Provider. If the Client doesn't pay the invoices after written notice, the Distributor can claim for good cause under this section.
- 14.6. Termination shall be declared in text or written form.
- 14.7. Upon termination of the subscription, (i) the Service will automatically cease and all access and use rights granted by the Distributor under this Agreement will terminate; (ii) the Distributor and Provider will have no obligation to maintain or provide the AI Module(s) or the Service(s) and will delete all copies of Original Data and Derived Data and Output in its systems or otherwise in its possession or control, unless legally prohibited; (iii) upon written request by the disclosing party, the receiving party of tangible Confidential Information will immediately return such information or destroy such information and provide written certification of such destruction, provided that the receiving party may retain one archival copy of such information (that will remain subject to the provisions of Section 13 Confidentiality without limitation).
- 14.8. The Client is responsible to ensure that all results generated by the AI-Module that the Client wishes to use after the Term have been downloaded and stored for future access in the Client's systems before the end of the Term. With the end of the Term, the Client will no longer have access to the results through the Services.

15. Warranties

- 15.1 The Distributor, on behalf of each Provider, represents and warrants that the Service will perform substantially in accordance with the User Manual. The foregoing warranty will not apply in case of breach by the Client of the License of Use and specifically in case of non-compliance with any system considerations and/or the use instructions, failure or uncoordinated change of Client's methods of operation, equipment (including scanner), infrastructure, network, system and/or third-party software, or operator error by those persons using the Ai-Module. Any breach of warranty will be addressed through maintenance services as agreed between the Client and the Distributor. For any breach of warranty hereunder not addressed through maintenance services, Client's exclusive remedy will be to terminate the subscription. EXCEPT TO THE SOLE EXTENT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. DISTRIBUTOR AND EACH PROVIDER EXPRESSLY DISCLAIMS ANY WARRANTY WHATSOEVER WITH RESPECT TO ANY OUTPUT, WHICH MAY BE USED BY CLIENT AT ITS SOLE RISK. NEITHER PROVIDER WARRANT OR GUARANTEE THAT THE OPERATION OF SERVICE WILL BE UNINTERRUPTED, SECURE, PRIVATE, VIRUS-FREE OR ERROR-FREE OR THAT ANY SOFTWARE ERROR WILL BE FIXED. PROVIDER DISCLAIMS ALL LIABILITY AND INDEMNIFICATION

OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

16. Liability

16.1. NEITHER PARTY (NOR ANY PROVIDER OR DISTRIBUTOR THEREOF) WILL BE LIABLE FOR (i) ANY LOSS OF PROFITS, REVENUE, SAVINGS, USE, REPUTATION OR GOODWILL, (ii) LOSS OR CORRUPTION OF DATA, (iii) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY NATURE; OR (iv) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES; IN CONNECTION WITH THE AI-MODULE AND THE SERVICE, THIS CONTRACT OR ANY ACT OR OMISSION ARISING OUT OF OR IN RELATION TO THIS LICENSE OF USE, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES WAS DISCLOSED TO IT OR COULD HAVE BEEN REASONABLY FORESEEN. IN ADDITION, NOTWITHSTANDING ANY OTHER PROVISION OF THIS LICENSE OF USE, OR THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY PROVIDED FOR IN THIS LICENSE OF USE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE AGGREGATE LIABILITY OF EITHER PARTY AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND OTHER REPRESENTATIVES OR AGENTS, ARISING FROM OR RELATING TO THE AI-MODULE AND SERVICE, THIS LICENSE OF USE OR THE SUBJECT MATTER HEREOF, UNDER ANY CAUSE OF ACTION, INCLUDING AGREEMENT, NEGLIGENCE OR STRICT LIABILITY, WILL BE LIMITED TO ACTUAL DIRECT DAMAGES THAT ARE FINALLY AWARDED AGAINST SUCH PARTY BY A COMPETENT COURT, WHICH WILL NOT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CLIENT FOR THE APPLICABLE SERVICE DURING THE 6-MONTH PERIOD IMMEDIATELY PRECEDING THE INITIAL EVENT GIVING RISE TO THE

LIABILITY. The foregoing limitations will not apply to the parties' obligations (or any breach thereof) under Sections 4 [Subject], 13 [Confidentiality], 17 [Indemnification].

17. Indemnification

- 17.1. Indemnification by Distributor. If a third party makes a claim, action, demand, suit or proceeding against Client that the Provider's AI-Modules infringes any patent, copyright or trademark, or misappropriates any trade secret, the Distributor will indemnify, defend and hold harmless the Client and their directors, officers and employees from and against such claim at the Distributor's expense and the Distributor will pay all losses, damages, penalties and expenses (including reasonable attorneys' fees) finally awarded against such parties or agreed to in a written settlement agreement signed by the Distributor, to the extent arising from the claim. The Distributor and the Providers will have no liability for any claim based on (a) Client Data, (b) modification of the Provider's AI-Module not authorized by the Provider, or (c) use of the Provider AI-Module other than in accordance with the User Manual and the License of Use or other breach of this License of Use. The Distributor on behalf of the Provider may, at its sole option and expense, procure for Client the right to continue use of the Service, modify the Provider's Service in a manner that does not materially impair the functionality, or terminate the Subscription.
- 17.2. Indemnification by Client. If a third party makes a claim, action, demand, suit or proceeding against the Distributor or the Provider in connection with any Original Data, Derived Data or Output, or any Client's use of the Provider's Service that is not permitted hereunder, Client will indemnify, defend and hold harmless the Distributor and the Provider and their directors, officers and employees from and against such claim at Client's expense and Client will pay all losses, damages, penalties and expenses (including reasonable attorneys' fees) finally awarded against such parties or agreed to in a written settlement agreement signed by Client, to the extent arising from the claim.
- 17.3. Conditions for Indemnification. A party seeking indemnification under Section 15.1 or 15.2 will (a) promptly notify the other party of the claim, (b) give the other party sole control of the defense and settlement of the claim (except that a party may not settle any such claim unless it unconditionally releases the other party of all liability), and (c) provide, at the other party's expense for out-of-pocket expenses, the assistance, information and authority reasonably requested by the other party in the defense and settlement of the claim.
- 17.4. Exclusive Remedy. Each of Sections 15.1 and 15.2 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described therein.

18. Data Protection

- 18.1 The processing of Personal Data in connections with Services is done in compliance with the Data Processing Agreement provided in Appendix 2 which is part of the License of Use.

19. Reference and Advertising Permission

- 19.1. The Client grants Distributor and Provider the permission to name the Client as reference and to advertise with it on the website as well as other advertising materials (incl. use of the Client's logo).
- 19.2. Distributor on behalf of Providers grants the Client the permission to publish results generated via the Services and analyzed Original Data under the naming of Provider.

20. Suspension for Ongoing Harm.

- 20.1 The Distributor or the Provider reserve the right to suspend delivery of the Service if it reasonably concludes that Client and/or any user's use of the Service is causing immediate and/or ongoing harm to the Distributor or the Provider or others. In the extraordinary case that the Provider must suspend delivery of the Service, Distributor and/or Provider will immediately notify Client of the suspension and the parties will diligently attempt to resolve the issue.

21. Anti-Corruption

- 21.1 Client has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Distributor's or Provider's employees or agents in connection with this License of Use. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Client learns of any violation of the above restriction, Client will use reasonable efforts to promptly notify the Distributor or the Provider at their generic info email addresses.

22. Miscellaneous

- 22.1. The Client shall not transfer claims under this License of Use to third parties without Distributor's prior written consent.
- 22.2 The License of Use written here is complete and final and constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes and terminates all other prior commitments, discussions, proposals or understandings, whether oral or written, between the Parties with respect thereto. Changes and additions to this License of Use should be made in writing or in text form to avoid ambiguities or disputes between the parties about the respective agreed content of the License of Use.
- 22.3 Should individual provisions of this License of Use be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. In this case, the parties undertake to replace the invalid provision by a valid provision which comes as close as possible to the economic purpose of the invalid provision. The same shall apply to any loopholes in the License of Use.
- 22.4 Survival. All provisions of this License of Use which by their nature are intended to survive the termination of this License of Use, such as the provisions of 4.4 [Output], 10 [Proprietary Rights], 13 [Confidentiality], 14.7 [Effect of termination], 15 [Warranties], 16 [Liability], 17 [Indemnification], 22.6 [Governing Law], 22.7 [Jurisdiction] and 22.8 [Dispute Resolution], will survive any termination or expiration of this License of Use.
- 22.5 Force Majeure. Each party will be excused from performance for any period during which, and to the extent that, such party or any Third Manufacturers is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence, such as acts of God, strikes, lockouts, riots, acts of terrorism or war, epidemics, communication line and power failures, and regulatory impediments. If such event prevails for a continuous period of more than 4 (four) weeks, the other party will be entitled to terminate the License of Use upon no less than 10 (ten) days prior written notice.
- 22.6 This License of Use will be governed by the laws of the State of the Registered Office of the Distributor excluding its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply.
- 22.7 Place of jurisdiction for all disputes arising from or in connection with this License of Use is the registered office of the Distributor.
- 22.8 Dispute Resolution. Client's satisfaction is an important objective to Distributor in performing its obligations under this License of Use. Except with respect to intellectual property rights, if a dispute arises between the parties relating to the interpretation or performance of this License of Use or the grounds for the termination hereof, the parties agree to hold a meeting within 15 days of written request by either party, attended by individuals with decision-making authority, regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute prior to pursuing other

available remedies. If, within 15 (fifteen) days after such meeting, the parties have not succeeded in resolving the dispute, either party may protect its interests by any lawful means available to it.

22.9 Notifications: to be valid, any notification relating to the License of Use must be made in writing at the following addresses:

- Tribun Health, Legal Department, 30 bld de Vaugirard, 75015 Paris, France or by email at info@tribun.health.
- Client
- The Client's Data Protection Officer is (+ email address)

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this License of Use.

The Distributor - Tribun Health	The Client
<u>Name and position:</u> Jean-François Pomerol, CEO	<u>Name and position:</u> ***
Signature:	Signature: