

# Sales General Conditions and End User license Agreement

## Introduction

Tribun Health is willing to license its CaloPix & TeleSlide Suite Software (defined as “Products” below) and the accompanying documentation to you only on the condition that you accept all the terms in this License Agreement (“Agreement”).

### 1. Definitions.

In this Agreement, the word “Software” refers to the set of instructions for computers, in executable form and in any media licensed to you. The word “Documentation” refers to electronic or printed manuals and accompanying instructional aids licensed to you. The word “Product(s)” refers to the specific combination of Software and Documentation that you have licensed, and which has been provided to you under the terms of this Agreement.

### 2. Grant of License.

Tribun Health, SAS. (“Tribun Health”) grants you (“Licensee” or “you”) a personal, nonexclusive, nontransferable, perpetual license to use the Products subject to the Conditions of Use set forth in Section 3 below and the terms and conditions of this Agreement. Any terms or conditions appearing on the face or reverse side of any purchase order, purchase order acknowledgment or other order document that are different from, or in addition to, the terms of this Agreement will not be binding on the parties, even if payment is accepted. Any violation of this Section 2 and/or Section 3 shall immediately terminate this license grant.

### 3. Conditions of Use.

Any use of the Products outside of the conditions set forth herein is strictly prohibited and will be deemed a breach of this Agreement.

3.1 You shall use the Products (i) only for your personal use; (ii) only as described in the Products; and (iii) in strict accordance with this Agreement.

3.2 The Products may not be transferred to another party without the express written consent of Tribun Health, regardless of whether or not such transfer is accomplished by physical or electronic means.

3.3 Portions of the Products are protected by copyright laws, international treaty provisions, and other applicable laws. Therefore, you must treat the Products like any other copyrighted

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3.4 You shall not export, re-export, resell, ship or divert or cause to be exported, re-exported, resold, shipped or diverted, directly or indirectly, the Products under this Agreement.

#### **4. Restrictions.**

You shall not, and shall not permit others to: (i) modify, translate, decompile, bootleg, reverse engineer, disassemble, or extract the inner workings of the Software or Documentation; (ii) copy the look-and-feel or functionality of the Software or Documentation; (iii) remove any proprietary notices, marks, labels, or logos from the Software or Documentation; (iv) rent or transfer all or some of the Software or Documentation to any other party without Tribun Health prior written consent; or (v) utilize any computer software or hardware which is designed to defeat any copy protection device, should the Products be equipped with such a protection device. Unauthorized copying of the Software or Documentation, or failure to comply with any of the provisions of this Agreement, will result in automatic termination of this license. Title and copyrights to the Products and any copies made by you remain with Tribun Health and its licensors.

#### **5. Confidentiality.**

You acknowledge that all Products contain valuable proprietary information and trade secrets, and that unauthorized or improper use of the Products will result in irreparable harm to Tribun Health for which monetary damages would be inadequate and for which Tribun Health will be entitled to immediate injunctive relief. Accordingly, you will limit access to the Products to those of your employees and agents who need to use the Products for your internal business purposes, and you will take appropriate action with those employees and agents to preserve the confidentiality of the Products, using the same degree of care to avoid unauthorized or improper disclosure as you use for the protection of your own proprietary software, but in no event less than reasonable care.

Notwithstanding anything to the contrary herein, you shall have no obligation to preserve the confidentiality of any proprietary information that: (i) was in the public domain at the time of disclosure; (ii) entered the public domain through no fault of yours; (iii) was given to you free of any obligation to keep it confidential; (iv) is independently developed by you; or (v) is disclosed as required by law provided that you notify Tribun Health prior to such disclosure and provide Tribun Health with a reasonable opportunity to respond.

**6. Right to Use Tribun Health's Name.**

Except as required in Section 3.4 above, you shall not, during the term of this Agreement or thereafter, use any trademark, of Tribun Health, or any word or symbol likely to be confused with any Tribun Health trademark, either alone or in any combination with another word or words.

**7. Maintenance.**

After the warranty period, Tribun Health shall not be responsible for maintenance or field service of the Software under this Agreement. Tribun Health shall provide maintenance or field service of the Software during at least 5 years after the sale, provided that you enter into a Service Agreement before the End of the Warranty.

**8. Regulatory.**

CaloPix is an in-vitro diagnostic medical device that carries the CE IVDD mark, is FDA approved as a Class II medical device and is registered as a Class II medical device in Canada. For other countries, CaloPix is intended for research use only. The instructions in the accompanying documentation should be read carefully.

TeleSlide is a software for medical imaging in Europe and is registered as a class II medical device in Canada. For other countries, TeleSlide is either considered as a software for medical imaging or an invitro medical device in which case it can only be used for Research Use Only. The instructions in the accompanying documentation should be read carefully.

**9. Disclaimer.**

TRIBUN HEALTH DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR IN ANY COMMUNICATION WITH YOU. TRIBUN HEALTH SPECIFICALLY DISCLAIMS ANY WARRANTY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. THE PRODUCTS ARE PROVIDED "AS IS." TRIBUN HEALTH DOES NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. TRIBUN HEALTH MAKES NO WARRANTY WITH RESPECT TO THE CORRECTNESS, ACCURACY, OR RELIABILITY OF THE SOFTWARE AND DOCUMENTATION. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

**10. Limitation of Liability.**

THE TOTAL LIABILITY OF TRIBUN HEALTH UNDER THIS AGREEMENT FOR DAMAGES SHALL NOT

EXCEED THE TOTAL AMOUNT PAID BY YOU FOR THE PRODUCTS LICENSED UNDER THIS AGREEMENT.

IN NO EVENT WILL TRIBUN HEALTH BE LIABLE IN ANY WAY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, LOST BUSINESS PROFITS, OR LIABILITY OR INJURY TO THIRD PERSONS, WHETHER FORESEEABLE OR NOT, REGARDLESS OF WHETHER TRIBUN HEALTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some jurisdictions do not permit limitations of liability for incidental or consequential damages, so the above exclusions may not apply to you.

**11. Term of License.**

Your right to use the Products will terminate immediately without notice upon a breach of this Agreement by you. You may not sublicense, assign or transfer the license or the Products, except as expressly provided in this Agreement. Any attempt to otherwise sublicense, assign or transfer any of the rights, duties or obligations hereunder is null and void.

**12. Governing Law.**

This Agreement shall be governed by the laws of France.

**13. Assignment.**

This Agreement may not be assigned or otherwise transferred by you.

**14. Survival of Provisions.**

The parties agree that where the context of any provision indicates an intent that it shall survive the term of this Agreement, then it shall survive.

**15. Entire Agreement.**

This Agreement contains the parties' entire agreement regarding your use of the Products and may be amended only in writing signed by both parties, except that TRIBUN HEALTH may modify this Agreement as necessary to comply with applicable laws and regulations.

Tribun Health, CaloPix and TeleSlide are registered Trademarks.