



End User License Agreement (EULA)

1. License

Subject to the terms and conditions of this EULA, Us2.ai hereby grants Licensee a non-exclusive and non-transferable license to access and use the product(s) and/or service(s) (each, a “Service”) described in the applicable Us2.ai order form or other written purchase order executed by both parties (or by Licensee and an authorized Us2.ai reseller) that incorporates this EULA by reference (“Agreement”) and accompanying documentation (“Documentation”), as each may be updated or revised from time to time.

The Service includes the Us2.ai Software Platform as defined in Section 6. Such right to use the Service is limited to Licensee’s internal and lawful business purposes only, in accordance with the limitations, set forth in the applicable Agreement. Such limitations may include, as examples, a term limit on the license, limitations on the number of users, territorial restrictions, and restrictions on use of the Service for clinical as opposed to non-clinical usage as defined by Us2.ai product labeling and applicable Instructions for Use.

Both parties agree to be bound by the terms and conditions incorporated herein. Licensee’s exercise of the rights under this EULA is subject to: (1) establishing and maintaining an account subscription with Us2.ai to manage the Service; and (2) compliance by each of Licensee’s authorized users with the Us2.ai Terms of Service (“TOS”) as may be updated by Us2.ai from time to time.

2. Restrictions

The Licensee may not copy, modify, adapt, translate, emulate, vary, enhance, improve, decompile, disassemble, reassemble or reverse engineer the Service or any portion or element thereof; nor extract ideas, algorithms, procedures, workflows or hierarchies from the Service, Documentation, or any portion or element thereof; nor create derivative works from or based on the Service; merge or integrate the Service with any other software; nor assign the Licensee’s rights or obligations under this EULA without Us2.ai’ prior written consent, or redistribute, encumber, sell, rent, lease, sublicense, make available, or otherwise transfer its rights to the Service to any third party.

The Licensee acknowledges and agrees that the source code, structure, design, and logic of the Service is the confidential information of Us2.ai, and that Licensee shall not disclose such information to any third party. The Licensee will not disclose to the public the results of any internal performance testing or benchmarking studies of or about the Service or other Us2.ai products or services without first sending the test results and related study(ies) to Us2.ai for review and obtaining Us2.ai’ prior written consent to

the publication of such tests or studies, including but not limited to the assumptions, methodologies, and others parameters of the test(s) and /or study(ies).

3. Fees and Payment Terms - Subscription Term

In consideration for the access rights granted to Licensee and the Service provided by Us2.ai hereunder, Licensee will pay to Us2.ai or to its authorized reseller the fees set forth in the applicable Agreement. In the event Licensee wishes to increase, or Licensee's actual use of the Service exceeds, for any reason, the number of authorized or concurrent users, DICOM files, patient studies, or other usage metrics for which the Us2.ai End User License Agreement applicable fees have been paid, Licensee shall be required to pay additional fees associated with the increased number of users, DICOM files, patient studies or other metrics, prorated for the remainder of the term of the applicable Agreement.

Except as provided in an Agreement, all fees are billed in advance and are due and payable to Us2.ai or its authorized reseller within thirty (30) days of receipt of invoice. The Subscription Term shall mean the period set forth in the Agreement during which Licensee is authorized to use the Service. The Subscription Term shall begin on the first day of receipt of a license code to access the Service. Us2.ai shall be entitled to (in addition to any other rights or remedies Us2.ai may have) discontinue the Service and Licensee's access to the Service if any fees are overdue until such amounts are paid in full. All fees are non-refundable. The fees are exclusive of all applicable sales, use, value-added and other taxes, and Licensee will be responsible for payment of all such taxes (other than taxes based on Us2.ai' net income), fees, duties, charges and any related penalties and interest, arising from the payment of the fees or the provision of access to the Service to Licensee. Us2.ai reserves the right to increase subscription fees in subsequent Subscription Terms as indicated in the applicable Agreement.

4. Licensee Approvals and Clearances

Licensee is solely responsible for determining whether Licensee's use of the Service requires any approvals or clearances from any government regulators or other regulatory bodies, including licensing bodies with authority over the licensed practice of medicine. Licensee agrees that any use of the Service without having obtained all required approvals or clearances, even if otherwise in conformance with this EULA and the applicable Agreement, shall be deemed a material breach of this EULA.

5. Ownership

The Service and any accompanying Documentation comprises and are protected by intellectual property rights and other proprietary rights that are owned by Us2.ai and its licensors (as applicable). Us2.ai actively enforces all such rights to the fullest extent of the law, including intellectual property rights relating to all modifications, adaptations, developments or customizations of the Service and/or the Documentation, in each case by whomsoever devised. All intellectual property notices shall be maintained on the Service and Documentation. Other than the express limited license in this EULA, all such rights are reserved and all right, title, and interest in the Service and Documentation will remain with Us2.ai and its licensors (as applicable).

6. Data

Licensee owns and will continue to own all rights, title, and interests in and to: (i) any data, information, content, annotations, observations, user interactions, images, and other materials Licensee processes via the Service; and (ii) any Image Files uploaded to the Service, should Licensee use any of the Us2.ai cloud based functionality as part of the Us2.ai Software Platform, and any annotations to or deletions from such image(s), content or data made by the Licensee, report of findings generated by the Licensee about or from the image(s), and predictive analytics created by the Licensee of such image(s), content or data.

Licensee hereby grants to Us2.ai a non-exclusive, royalty-free, and fully paid-up, right and license to use the Licensee Data for the purpose of providing the Service during the term of the relevant Agreement(s); provided that, Us2.ai may use the Licensee Data on an anonymized basis for Us2.ai' own research and development and business purposes (including, e.g., the improvement of the Service); and enabling research and development of third parties. Such license is perpetual, irrevocable and sublicensable. For clarity, any annotations to or deletions from such image(s), reports, and predictive analytics created by Us2.ai with respect to the Licensee Data are the sole property of Us2.ai.

Licensee represents and warrants that Licensee has obtained all consents and provided all notices necessary and/or required by applicable laws, rules and regulations, in order to enable Us2.ai to provide the Service, and that Us2.ai' use of Licensee Data in accordance with the terms herein will not violate any third party's rights or any applicable laws, rules or regulations. The Service includes an online feature and a software component installed within Licensee's computer network that de-identifies the Licensee Data before such Licensee Data is prepared for processing ("EchoLoader"). Licensee further acknowledges and agrees that Licensee shall not submit any information, data, content, or materials, including without limitation, protected health information (as defined by USA HIPAA or EU GDPR), except through eko.loader.

Licensee acknowledges and agrees that certain Us2.ai Services require the use of certain DICOM metatags (including heart rate, machine type, and other image and hardware related parameters), as well as study dates and/or exam dates for longitudinal tracking, and that EchoLoader will not remove such information if required for the applicable Service. Licensee will indemnify, defend and hold Us2.ai harmless from any actions, claims, damages, demands, judgments, liabilities, losses, settlements, suits, costs and expenses (including reasonable attorneys' fees) arising from or related to Licensee's breach of this Section. In the event Licensee or any Licensee patient is a resident of the European Economic Area, the terms of Attachment A apply.

7. Disclaimer

EXCEPT AS EXPRESSLY SET OUT IN THIS EULA, ALL SERVICES ARE FURNISHED BY US2.AI "AS IS" AND WITH ALL FAULTS, AND US2.AI DOES NOT MAKE, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, SPECIFICALLY DISCLAIMS, ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS OF

ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR CONDITION OF INTEROPERABILITY, INTEGRATION, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, US2.AI MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE ACCURACY, RELIABILITY OR COMPLETENESS OF ANY PARTICULAR DATA (INCLUDING IMAGES) GENERATED BY THE SERVICE OR THE ABILITY OF THE SERVICE TO ACCURATELY ASSIST IN THE DETECTION OF DISEASE THEREOF OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR CONDITIONS SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

Us2.ai accepts no responsibility whatsoever for products, whether software or hardware, which are manufactured by persons other than Us2.ai or its affiliates unless otherwise agreed in writing between the Licensee and Us2.ai.

8. Limitation of Liability

TO THE EXTENT PERMITTED BY LAW, US2.AI SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOST DATA OR IMAGES, BUSINESS INTERRUPTION OR LOST PROFITS, LOST REVENUES OR OTHER ECONOMIC LOSS OR DAMAGE WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, OR OTHER LEGAL OR EQUITABLE THEORY WHATSOEVER, IN CONNECTION WITH THE SERVICE OR ANY PRODUCTS OR DOCUMENTATION FURNISHED BY US2.AI, NOR ANY SERVICES FURNISHED IN CONNECTION WITH THIS EULA, OR ANY COURSE OF CONDUCT, EVEN IF US2.AI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING MAY NOT APPLY TO THE LICENSEE. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL US2.AI'S LIABILITY FOR ANY DAMAGES ARISING UNDER THIS EULA OR ANY OTHER AGREEMENT BETWEEN THE PARTIES OR OTHERWISE RELATING TO THE SERVICE, DOCUMENTATION OR SERVICES FURNISHED IN CONNECTION WITH THIS EULA EXCEED THE LICENSE FEES ACTUALLY PAID BY THE LICENSEE FOR THE SERVICE OR SERVICES IN THE TWELVE MONTHS PRECEDING THE EVENT THAT GAVE RISE TO THE LIABILITY.

9. No Medical Advice or Diagnoses

The Service is designed to assist medical personnel in making medical diagnoses, but the Service does not and is not intended to, make medical diagnoses or prescribe treatments. The Licensee and the Licensee's personnel are solely responsible for all clinical and medical treatment and/or diagnostic decisions. The Licensee agrees that Us2.ai is in no way responsible for any clinical and medical treatment and/or diagnostic decisions made by the Licensee or the Licensee's personnel. The Licensee must ensure that all users of the Service are experienced professionals with an understanding of the relevant industry, have the relevant qualifications, have been trained in the correct usage of the Service and

materials produced through operating the Service, and use the Service in accordance to Us2.ai product labeling and applicable Instructions for Use.

Licensee agrees to defend Us2.ai, its affiliates and their respective officers, directors, employees, agents and contractors (“Us2.ai Parties”) from and against any third party actions, claims or suits (“Claim”) arising from Licensee’s breach of the foregoing, and will indemnify and hold the Us2.ai Parties harmless from any damages, liabilities, losses, judgments, settlements, penalties, costs and expenses (including reasonable attorneys’ fees) incurred by such parties in connection with such a Claim.

10. Support - Minimum Network Specifications

Us2.ai will, during the Subscription Term of any active Agreement, provide email support during Us2.ai’s normal business hours at: support@Us2.ai.com. Us2.ai will provide additional support services that have been purchased by Licensee, in accordance with the terms set forth in the applicable Agreement. The Service requires the following minimum network specifications: for a user session: 3 Mbps upload and download bandwidth between Licensee client and the Service host with less than 100ms latency. For DICOM data upload: 10 Mbps upload bandwidth. Us2.ai reserves the right to not install the Service or, after the Service has been installed, to not allow users to login if the minimum network specifications are not met.

11. Remedies

The Licensee agrees that a violation of this EULA, or Us2.ai’ intellectual property rights, may cause harm to Us2.ai that may not be adequately compensated by the payment of monetary damages alone. Without limiting any other right or remedy available to Us2.ai, and to the extent permitted by law, Us2.ai may obtain injunctive relief against any actual or threatened violation of the restrictions set out in this EULA from any court of competent jurisdiction, in addition to immediately terminating the license granted to the Licensee under this EULA. Licensee will consent to the personal jurisdiction of any such court for this purpose and to such injunctive relief without any need to prove irredeemable harm or other criteria. Licensee acknowledges that Us2.ai’ interest in ensuring Licensee’s strict compliance with the terms of this EULA will outweigh any inconvenience or harm that Licensee may suffer as a result of the strict enforcement of such terms.

12. Termination

The term of this EULA shall commence as of the Effective Date, and continue until the last Subscription Term in an Agreement has expired. Unless otherwise set forth in the applicable Agreement, each Agreement will, at the end of the Subscription Term set forth in the Agreement, automatically renew for successive periods of equivalent duration, unless either party provides at least ninety (90) days written notice of its intent to terminate, prior to the end of the then-current term. Except as otherwise provided in an Agreement, renewal fees will be equal to the then current number of subscriptions that Licensee has purchased multiplied by Us2.ai’ then current subscriber fee in effect at the time of renewal.

Either party may terminate this EULA in the event the other party has breached a material term of this EULA, and has not cured such breach within thirty (30) days of the date of the non-breaching party's notice of breach. On termination of this EULA, the Licensee must promptly cease to use the Service and Documentation and return, destroy and erase (as requested by Us2.ai) all copies of the Documentation. Termination of the license granted under this EULA is without prejudice to any rights or obligations of the parties accrued up to and including the date of termination, and all provisions of this EULA which, by their nature, are intended to survive termination shall continue in full force and effect.

13. General

This EULA, and all Agreements that reference this EULA, constitute the entire understanding between Us2.ai and the Licensee concerning the Service and the Documentation. No agreement or understanding, oral or written, in any way purporting to modify this EULA, whether contained in the Agreement, quotation or other order document relating to the Licensee's purchase of the Service or elsewhere, shall be binding unless agreed in writing and signed by both parties. This EULA may only be amended in writing, signed by both Us2.ai and the Licensee. Neither party may assign this EULA without the written agreement of the other party, which consent shall not be unreasonably withheld, provided however that Us2.ai may assign, delegate, sublicense or transfer its rights and obligations under this EULA at any time to any person or entity that is an affiliate of Us2.ai or that acquires substantially all of the stock or assets of Us2.ai's applicable business if the relevant assignee or transferee agrees in writing to be bound by the terms of this EULA.

Any illegality, unenforceability or invalidity of any provision of the EULA does not affect the legality, enforceability or validity of the remaining provisions of the EULA. In the event that a party waives any provision of this EULA, it will not be deemed to have waived that provision at any other time or to have waived any other provision. This EULA and the rights and obligations of the parties hereunder shall be governed by and interpreted in accordance with the laws of Singapore notwithstanding principles of conflict of laws. All disputes arising out of this EULA (excluding Us2.ai's right to obtain injunctive relief set out above) shall be resolved exclusively in Singapore, and each party submits to personal jurisdiction in such courts.

Attachment A

Data Protection Rules

In the event Licensee or any Licensee patient is a resident located in the European Economic Area, the terms of this Attachment A apply to the processing of patient personal and health data by Us2.ai, as per General Data Protection Regulation (GDPR) 2016/679.

Scope and Purpose

For the purpose of this agreement, if the Licensee makes use of the Us2.ai Software Platform then the Licensee is the Data Controller who determines the purposes and means of the processing of personal data, and Us2.ai is a Data Processor, who processes personal data on behalf of the Data Controller. The Licensee shall comply with applicable data protection laws and have sole responsibility for the processing of personal data. Us2.ai, as a processor, shall only process personal data on behalf and in accordance with Licensee's instructions. Licensee instructs Us2.ai to process personal data for the following purposes: providing the Services during the term of the relevant Agreements. The scope and purpose of the personal data processing are specified in the Agreement or this EULA. The categories of data subjects are patients of the Licensee and the type of personal data is patient personal and health data. Us2.ai shall maintain and provide records of processing activities to the Licensee by request.

Confidentiality and Security of Processing

Us2.ai's employees have signed a confidentiality commitment regarding the protection of personal data; a copy of this commitment can be provided at any request. Us2.ai has implemented appropriate technical and organizational measures to ensure a level of security appropriate to the risk created by the processing of personal data for the Licensee. Us2.ai has taken steps to ensure that anyone acting under its authority or the authority of the Licensee who has access to personal data does not process them except on instructions from the Licensee, unless he or she is required to do so by Union or Member State law.

Storage Period

Us2.ai shall store data processed on the Us2.ai Software Platform during the provision of services for the duration of the agreement between Us2.ai and the Licensee. Us2.ai is not responsible for data retention; it is a service included in the solution during the license term. The Service is not a substitute for the Licensee's obligation to store and archive the personal health data of its patients. Us2.ai shall, at the choice of the Licensee, delete or return all the personal data to the Licensee after the end of the provision of services relating to processing unless Union or Member State law requires storage of the personal data. The current list of Sub-processors is: (i) AWS. Us2.ai shall inform the Licensee of any

intended changes in the addition or replacement of Subprocessors, giving to the Licensee the opportunity to issue objections to these changes. Us2.ai shall remain fully liable to the Licensee for the performance of Sub-processor's obligations.

Licensee's Assistance

As Data Controller, the Licensee is responsible for the mandatory administrative formalities relating to data protection.

Data Subject Rights

Us2.ai shall, as far as possible, assist Licensee's that use the Us2.ai Software Platform with its obligation to respond to requests for exercising the data subject's rights. Us2.ai shall promptly notify Licensee if it receives a request from a Data Subject and shall not respond to such request without Licensee's prior written consent. Otherwise, Us2.ai shall communicate Licensee's DPO email to data subject rights. Licensee shall be responsible for any costs arising from Us2.ai's provision of such assistance.

Compliance of Processing Regarding Processors' Requirements

Licensee's instructions for the processing of personal data shall comply with applicable data protection laws and regulations. Us2.ai shall immediately inform the Licensee if, in its opinion, an instruction infringes this regulation or other Union or Member State data protection provisions.

Security Breach Management and Notification

Us2.ai shall assist the Licensee in the case of a notification of a personal data breach to the supervisory authority and communication of a personal data breach to the data subject. Us2.ai shall notify the Licensee without undue delay after becoming aware of a personal data breach. Data protection impact assessment and prior consultation Us2.ai shall assist the Licensee in establishing a data protection impact assessment, when necessary.