FUJIFILM Healthcare Americas Corporation
END USER PURCHASE LICENSE AND SERVICES AGREEMENT

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Customer (entity legal name):

Customer address:

Customer Contact Name:	Customer Contact E-Mail Address:

Customer Contact Address:	Customer Contact Phone Number:

Effective Date:

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This End User Purchase, License and Services Agreement (this "Agreement") is entered into as of the effective date specified above (the "Effective Date") by and between FUJIFILM Healthcare Americas Corporation, a New York corporation having a principal office at 81 Hartwell Avenue, Suite 300, Lexington, MA 02421 ("HCUS"), and the Customer specified above ("Customer"). The Agreement shall include all schedules and other attachments hereto, which are hereby incorporated herein and made a part hereof.

WHEREAS, HCUS and Customer desire for HCUS to provide Customer certain proprietary software, hardware and/or services under the terms of this Agreement; and

WHEREAS, Customer has agreed to purchase or license such products and services from HCUS, as set forth on each Configuration Quote incorporated or to be incorporated herein, under the terms and conditions set forth in this Agreement, including without limitation certain specifications of such products and services set forth on the schedules attached hereto.

NOW THEREFORE, in consideration of the foregoing, the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each of the parties hereto, such parties agree as follows:

1. <u>DEFINITIONS</u>:

   (a) "Cloud Services" means data storage and/or System hosting services provided by HCUS as set forth in an applicable Configuration Quote and in accordance with Schedule C to this Agreement.

   (b) "Concurrent User" or "CCU" means the number of unique, individual users that are licensed to access the system simultaneously.

   (c) "Configuration Quote" means each HCUS approved written quote issued by HCUS to the Customer specifying the System and/or services, applicable prices, payment terms and other terms and conditions approved by HCUS for Customer's order and purchase of such System (whether comprising Software or Hardware or both), Pass-Through Products, Third Party Products and services, as applicable, from HCUS during the Term and , or such other document containing substantially the same information, terms and conditions approved by HCUS and in a form acceptable to HCUS and executed by the parties. The Configuration Quote is hereby incorporated into this Agreement and made a part hereof with respect to Customer purchases of the System identified in the applicable Configuration Quote during the Term.

(d)   "Department" means an area within a Facility that provides healthcare services of a given clinical specialty.

(e)   "Documentation" means, collectively, the operating instructions, user manuals, installation checklist, help files and other technical information for the System, in written or electronic form, delivered by HCUS to Customer with the System.

(f)   "Exam" means, a medical procedure contained within the Synapse Enterprise Information System or within the Synapse Radiology Information System (EIS/RIS).

(g)   "Facility" means a physical location, structure or building containing one or more Departments in which Customer operates.

(h)   "First Clinical Use" means the point in time at which a Software or System, as applicable, is used in a production, rather than a non-clinical testing, environment.

(i)   "Hardware" means the equipment identified in the Configuration Quote.

(j)   "Hosted Services Model" means the hosting by HCUS of Software licensed by Customer on a server located in HCUS' facility or at a separate third-party facility contracted with HCUS, as determined by HCUS and regardless of whether the license to the Software is purchased by Customer from HCUS on a Perpetual License Model or a Subscription License Model.

(k)   "License Fee(s)" means the license fees for Software as detailed in the Configuration Quote.

(l)   Medical Informatics Support Agreement (the "MISA") means a written agreement provided by HCUS to Customer for its purchase of Support Services from HCUS and signed by HCUS and Customer.

(m)   "On Premises License Model" means a Perpetual License or Subscription License for the Software licensed by Customer where such Software is located on a server or servers at Customer's facility.

(n)   "Pass-Thru Product" means any software or hardware manufactured or supplied by third parties, which products are so identified in the Configuration Quote as being purchased or licensed by HCUS on Customer's behalf and for sublicense by HCUS to Customer and as to which HCUS will not provide any services, including without limitation installation, support or training.

(o)   "Perpetual License Model" or "Perpetual License" means the licensing of the Software for Customer for continuous use and access for an unlimited time for an initial License Fee set forth in the applicable Configuration Quote(s).

(p)   "Software" means the proprietary software of HCUS and/or its affiliates and/or any third-party software embedded in object code format in such proprietary software, licensed by Customer pursuant to this Agreement and identified in the applicable Configuration Quote(s), including any Updates, modified versions, additions, and copies thereof as provided under the terms of the applicable Configuration Quote(s). Software does not include any software not set forth in the applicable Configuration Quote(s), including without limitation any proprietary HCUS software not licensed by HCUS to Customer hereunder, any other software licensed to HCUS by a third party or any Pass-Thru Product.

(q)   "Study" means an entry in the Software with an image or object count greater than zero utilizing Software. Types of Studies are as follows:

  i.   "Cardiovascular Study" means a newly acquired cardiovascular study or entry in the Software "All Studies" folder with an image count greater than zero.

  ii.   "Pathology Study" means a newly acquired pathology study or entry in the Software case container with an image count greater than zero.

  iii. "Radiology Study" means a newly acquired radiological study or entry in the Software "All Studies" folder with an image count greater than zero.

  iv.   "EIS/RIS Study" is defined as an "accession number" (Order based Exam) assigned in the Software.

  v.   "VNA Study" means images and related objects associated with a unique DICOM Study Instance UID (unique identifier).

(r)   "Study Size" means the total amount of storage required to store the original and clinical versions of a Study.

(s) "Subscription Fees" shall have the meaning given such term in Section 5 below.

(t) "Subscription License Model" or "Subscription License" means the licensing of the Software to Customer for the License Fee and Term set forth in the applicable Configuration Quote. The applicable Configuration Quote may include professional services fees, time or Study volume-based License Fees and support and storage fees.

(u) "Subscription Services" shall have the meaning given such term in Section 5 below.

(v) "Support Service" has the meaning provided such term in Schedule A to this Agreement.

(w) "System" means all Software, and Hardware, Third Party Products and Pass-Thru Products purchased or licensed, as the case may be, by Customer and set forth in the applicable Configuration Quote(s).

(x) "Term" means the term of this Agreement as provided pursuant to Section 5 below.

(y) "Third Party Product" means any hardware, software and/or services offered by a third-party vendor identified as such in the Configuration Quote.

(z) "Update" means any subsequent release by HCUS of the Software or patches for the Software that are intended to correct "bugs" or enhance security of the Software and that HCUS makes available generally from time to time to Customers who receive Support Services for the Software under contract with HCUS. Updates are typically denoted by a version numbering scheme that includes at least one decimal point (e.g., version 12.2).

(aa) "Upgrade" means any enhancements by HCUS to the Software that make significant changes to the functionality of the Software as compared to the previous version of the Software and that comprise releases of a future or new versions of the Software by HCUS and which may be licensed to customers by HCUS separately. Upgrades are typically denoted by a whole number integer (e.g., an upgrade to version 12.2 would result in a version 13).

2. SCOPE: Pursuant to the terms and conditions of this Agreement and an applicable Configuration Quote(s), Customer may license or purchase, as the case may be, Software, Hardware, Pass Thru Products and Third Party Products as offered by HCUS.

3. GRANT OF END-USER LICENSE; PERMITTED USE:

(a) Subject to the terms and conditions of this Agreement, HCUS hereby grants Customer a non-exclusive, non-transferable, non-sublicensable, revocable (in connection with any termination of this Agreement under Section 5 herein) Perpetual License or Subscription License as specified in the applicable Configuration Quote(s) (collectively the "License") to use the applicable Software solely in connection with Customer's internal use of the System, until such use is terminated as provided in this Agreement.

(b) Notwithstanding the foregoing, Customer may permit its agents or contractors to use the System on Customer's behalf subject to full compliance by Customer and such agents or contractors with the terms and conditions set forth in this Agreement. Customer agrees that neither Customer nor HCUS grants any other rights or license with respect to the System, or any component thereof, to such agent or contractor and in no event will such agent or contractor use the System for its internal business operations or for any other purpose other than on Customer's behalf pursuant to this Agreement. Customer shall indemnify and hold HCUS harmless from any claim, loss, damage or expense (including reasonable attorneys' fees) arising out of the use of the System, or any component thereof, by any such contractor or agent.

(c) HCUS and its licensors retain all right, title and interest in and to the Software and all copies thereof, including without limitation any and all copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the Software. The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No right, title or interest in and to the Software is transferred or licensed to Customer except as expressly set forth herein.

4. COPY and USE RESTRICTIONS:

(a) Customer may not make or retain any copies of the Software. Customer may copy the Documentation only as reasonably necessary for user reference and backup purposes. Each copy of the Documentation made by Customer shall contain the same proprietary notices, labels, and marks as the original thereof without any alteration.

(b)   Customer shall not: (i) sell, sublicense, assign, lease, encumber, grant a security interest in or otherwise transfer the System or the rights granted hereunder to any third party (and if Customer grants a security interest in, or otherwise transfers, the System in violation hereof, the secured party shall have no right to use or transfer the System); (ii) permit any timesharing, service bureau, subscription service or rental use of the System; (iii) reverse engineer, decompile, disassemble or create derivative works of any software component of the System, including without limitation the Software; (iv) remove or alter any proprietary notices, labels or marks on or contained in any part of the System; (v) install the Software on any hardware other than as permitted by this Agreement; (vi) publish or otherwise release the results of any benchmark test of any software component of the System; (vii) post material on or through the System or obtain material from sources other than HCUS on or through the System; vii) use the System in a manner that infringes the copyrights or other intellectual property rights of HCUS or any third-party. As a condition of the use of the System by Customer, Customer hereby represents and warrants that it shall not use the System for any purpose that is unlawful or otherwise prohibited by this Agreement and shall abide by all applicable laws and regulations in Customer's use of the Software.

5. TERM AND TERMINATION: Unless otherwise specified in the Configuration Quote, the Term of any license and of any Support Service purchased pursuant to this Agreement shall be the applicable term set forth below in this Section 5 and shall continue in full force and effect until such term expires or is sooner terminated pursuant to the terms hereof.

(a) Perpetual License Model Term and Termination: If Customer is licensing the Software on a Perpetual License Model the Term of such license shall commence upon Customer's purchase of such license from HCUS and thereafter shall not expire and Customer's right to use the Software pursuant to such license and in strict accordance with the terms of this Agreement shall continue until otherwise terminated pursuant to the terms hereof. Unless otherwise agreed, the initial term for Support Service shall be 12 months from the date of Acceptance (defined below)(Initial Support Term). Support Service during the Initial Support Term is included with the initial License Fee. Thereafter, Support Service shall continue for an additional term at an additional fee ("Support Fees") as set forth in the MISA .

(b) Subscription License Models and Cloud Services Term and Termination: Unless terminated earlier as provided by this Agreement, Software licensed via the Subscription License Model (fee per study, price per study) and/or Cloud Services provided pursuant to Schedule C of this Agreement and purchased by the Customer (collectively, "Subscription Services") shall commence on the date that is set forth on the applicable Configuration Quote with regard to such Subscription License Model or Cloud Services, as applicable, and shall remain in effect for the period set forth therein ("Initial Term"). Upon the expiration of the Initial Term the Agreement shall automatically renew for additional consecutive 12-month terms (each a "Renewal Term"), unless and until either party gives the other party written notice of its intent not to renew at least ninety (90) days prior to the expiration of the Initial Term or any subsequent Renewal Term. Customer shall pay HCUS fees for Subscription Services at the rate and frequency specified in the applicable Configuration Quote, if and as such fees may be modified by HCUS pursuant to this Agreement ("Subscription Fees"). At least sixty (60) days prior to each Renewal Term, HCUS shall provide Customer with notice of any modification that HCUS may make to the then current Subscription Fees, if any. If Customer objects to any such modified Subscription Fees, Customer shall provide written notice of its intent not to renew at least thirty (30) days prior expiration of the Term or the then current Renewal Term. If Customer does not give such notice, Customer will be deemed to have agreed to and accepted such modified Subscription Fees for the upcoming Renewal Term. As used in this Agreement, Initial Subscription Term and Renewal Subscription Term are generally referred to as the "Subscription Term".

(c) Termination Events: Either party may terminate this Agreement at any time, regardless of License type or Support Services purchased, if the other party is in default of any material provision of this Agreement and fails to cure such default within thirty (30) days after being notified of such default in writing or immediately if a Customer violates the license grant copy and use restrictions set forth in Sections 3 and 4 of this Agreement. This Agreement may also be terminated by either party in the event the other party terminates or suspends its business, becomes subject to any bankruptcy or insolvency proceeding under federal or state statute, or becomes subject to direct control by a trustee or similar authority; or be terminated by HCUS in the event Customer has failed to pay any amounts owed HCUS and such failure is not remedied within thirty (30) days of the Customer's receipt of written notice of such failure.

(d) Effect of Termination. Upon termination of this Agreement, all of Customer's rights to use the System, including the Software, Documentation and any Hardware for which Customer has not paid in full, shall cease, and Customer shall destroy or return to HCUS, at HCUS' election, all copies of the Software and Documentation in Customer's possession, including any and all archival copies. Termination of a MISA will not affect Customer's right to continue to use the Software if such Software is licensed on a Perpetual License Model. Upon termination all SOW(s), if any, (defined in Schedule A) shall automatically terminate. Upon any such termination, Customer shall have the option to pay in full any outstanding amounts owed to HCUS with respect to any Hardware (whether Hardware, Third Party Products or Pass-Thru Products), if any, purchased pursuant to the applicable Configuration Quote, at which time title to such hardware shall pass to Customer free and clear of HCUS' purchase money security interest pursuant to Section 9 below.

(e) Deletion or Migration of Customer Data: If Customer has licensed Subscription Services and such services have been terminated, HCUS may temporarily retain Customer data, if any, in HCUS' storage environment for up to ninety (90) days

after the effective date of termination to facilitate mutually agreed upon data migration services as set forth in this paragraph. If, prior to the expiration of this ninety (90) day period Customer requests HCUS data migration services with respect to such Customer data, HCUS will provide a quote for such data migration services. Quotes issued to Customer for data migration services shall expire thirty (30) days from the date of issue or after the expiration of the ninety (90) day period, whichever is longer, at which point in time, HCUS may permanently delete all Customer data, if any, from HCUS' storage environment without further notice to or liability of any nature whatsoever to the Customer. Quotes accepted by Customer for data migration services must be signed and returned by Customer within the time allotted above with, unless otherwise agreed in writing, payment paid in full. The Agreement shall remain in effect with respect to Customer data for the duration of the ninety (90) day retention period or, if Customer accepts and signs a quote for data migration services and cooperates with HCUS to migrate such data, until such data migration services have been completed.

(f) Termination Fee: In the event of early termination of a Subscription Service or a MISA by Customer not otherwise permitted by this Agreement, the Agreement shall thereupon terminate and Customer shall pay to HCUS upon such termination a termination fee (as liquidated damages and not a penalty) equal to the Monthly Fees then applicable multiplied by the number of months remaining on the then current Term ("Termination Fee").

(g) Survival: Any obligation to pay fees incurred under Section 8 prior to termination of this Agreement or an applicable MISA or Subscription Services, and the provisions of 10, 11, 12, 13, 20 and 23, all indemnity obligations of Customer under this Agreement and any other provision of this Agreement that by the nature of the rights or obligations set forth therein might reasonably be expected to have been intended to so survive, shall survive termination of the Agreement for any reason.

6. ACCEPTANCE:

Immediately following HCUS's notification to Customer that the System or components thereof are installed and available for testing, Customer shall conduct acceptance testing to confirm that the System or such components perform in material and substantial compliance with the Documentation. Such acceptance testing will be conducted over a period not to exceed 30 days. If Customer's tests indicate that the System or such components do not operate in material and substantial accordance with the Documentation, Customer will promptly notify HCUS in writing, setting forth in sufficient detail such non-conformity ("Non-Conformity"). Customer shall immediately provide HCUS unencumbered access to the System or components (on a 24-hour per day basis) and a reasonable time to bring the System or such components into compliance. Immediately following HCUS's notice to Customer of HCUS' completion of any necessary corrections, the acceptance testing period will resume for the remainder of that period or for an additional three days, whichever is greater).

The System or such components that are the subject of the above acceptance testing will be deemed accepted by Customer ("Acceptance") upon the occurrence of the first of the following: (i) the expiration of the acceptance testing period set forth above without an uncured notice of Non-Conformity; or (ii) First Clinical Use.

Upon Acceptance, all remaining payments for the System or components thereof will become due and payable as set forth in the Configuration Quote, or as otherwise provided therein.

Customer shall be responsible for any equipment performance evaluations, testing or certifications of the Hardware or other equipment (collectively, "Certifications") that may be required or directed by any governmental authority. In the event that HCUS is required to perform or obtain such Certification, Customer agrees to reimburse HCUS's reasonable costs with respect thereto, including travel, employee costs, and third-party (e.g., licensed medical physicist) costs.

7. FORCE MAJEURE:

Except for Customer's payment obligations hereunder, the performance by either party of its obligations under this Agreement shall be suspended for a period that is reasonable under the circumstances if such failure or delay is caused by circumstances beyond its reasonable control including, but not limited to, acts of God, acts of terrorism, acts of civil or military authority, fires, strikes, floods, epidemics, pandemics, quarantine restrictions, war, riot or delays in transportation (each such event, a "Force Majeure"). The party wishing to claim relief by reason of Force Majeure shall promptly notify the other party in writing of such event and the cessation thereof. In the event of Force Majeure, the parties shall continue to perform all obligations not affected by such Force Majeure.

8. PAYMENT; INCREMENTAL LICENSE AND SUPPORT FEES:

(a)   Except as otherwise provided in the Configuration Quote, all Customer payment obligations are due and payable within fifteen (15) days of the date of invoice and are due in United States dollars. Late payments will bear interest at the lower of 1.5% per month or the maximum rate allowed by law. HCUS may suspend Support Services and/or Professional Services (as defined in Schedule A), or access to the System if Customer is licensing the Software on a Subscription Services basis, if Customer's payment obligations for such services are overdue. Except as provided in Section 1(c) of Schedule A to this Agreement, Customer agrees to pay, in addition to hourly fees, reasonable expenses (including travel and lodging), . If Customer disputes any invoiced amount, Customer must provide HCUS written notice of the dispute within thirty (30) calendar

days after the invoice date. Customer waives the right to dispute any invoices not disputed within the time frame set forth herein.

(b)   Customer's licensing of Software of one type and/or with one or more specific optional features, as set forth in an applicable, executed Configuration Quote, shall not license Customer to utilize additional types or features of such Software unless Customer has executed a Configuration Quote granting Customer the right to use such additional types or features. Any such unpermitted or unlicensed use shall incur additional License Fees and Support Fees (as defined in Schedule A), as applicable and/or Subscription Fees relating to such additional types or features at HCUS's then current rates for such Software. Repetitive unauthorized use of such additional types or features without authorization or a license grant pursuant to an executed Configuration Quote shall be considered a material breach of this Agreement.

(c)   All amounts payable by Customer under this Agreement shall be made without setoff or counterclaim and without deduction. If the aggregate amount of an invoice exceeds $10,000, HCUS cannot accept the payment of such amount (either in whole or in part) by credit card, p-card or any other charge card.

(d)   If Customer licenses Software on an annual Study volume basis, then whenever Customer's annual Study volume exceeds the number of licensed Studies paid for by Customer, HCUS shall invoice Customer, and Customer agrees to pay, incremental annual license and incremental annual Support Fees in the amounts set forth on the most recent applicable executed Configuration Quote that is not more than five years old (or if more than five years old, or if no amount is stated thereon, in the amounts set forth on HCUS's then current price lists as the same may be updated from time to time). Failure to pay invoices for fees pursuant to this paragraph shall constitute a material breach of this Agreement.

(e)   If Customer licenses Software on a Concurrent User basis based on the maximum number of concurrent users, then whenever Customer's total number of concurrent users exceeds the number of licensed Concurrent Users paid for by Customer HCUS shall have the right to invoice Customer, and Customer agrees to pay, incremental license fees and incremental annual Support Fees, in the amounts set forth on the most recent applicable, executed Configuration Quote that is not more than five years old (or if more than five years old, or if no amount is stated thereon, in the amounts set forth on HCUS's then current price lists as the same may be updated from time to time). Failure to pay invoices for fees pursuant to this paragraph shall constitute a material breach of this Agreement.

(f)   If Customer licenses Software on a Department basis, then whenever Customer's total number of Departments utilizing the System or Software exceeds the number of licensed Departments paid for by Customer, HCUS shall have the right to invoice Customer for fees associated with the appropriate level of department licensing offered by HCUS. Such increase shall include a corresponding increase in the incremental annual Support Fees set forth on the most recent Configuration Quote that is not more than five years old (or if more than five years old, or if no amount is stated thereon in the amounts set forth on HCUS's then current price lists as the same may be updated from time to time).

(g)   Subscription Services Study Volume Overage Reconciliation: If Customer licenses Software from HCUS on a Subscription License Model, Customer shall pay HCUS the Subscription Services license fees in accordance with the terms set forth in the applicable Configuration Quote ("Base Subscription Services Fees"). Unless otherwise set forth in the applicable Configuration Quote, the Base Subscription Services Fees shall be calculated using a reasonable estimate of the planned Study volume to be utilized by Customer and the per-Study fee specified in the applicable Configuration Quote. Thereafter, for each subsequent consecutive billing period during the Subscription Services Term, Customer shall pay to HCUS the Base Subscription Services Fees plus additional fees, if any, for additional Study volume utilized by Customer in excess of the Study volume utilized to determine the Base Subscription Services Fees ("Overage Volume"). Fees for Overage Volume shall be charged at the same per-Study fee as set forth in the Configuration Quote ("Overage Fees"). HCUS will present Customer with a quote reflecting either the Base Subscription Services Fees owed to HCUS or the Base Subscription Services Fees plus Overage Fees as the case may be. Failure of a Customer to utilize the Study volume associated with the Base Subscription Services Fees will not generate a credit or revise the Base Subscription Services Fees downward.

9. DELIVERY OF TITLE; RISK OF LOSS:

(a)   In the event the System, or any component thereof, is held in storage for Customer by HCUS due to Customer's delay, Customer shall assume all risk and expense of such storage and shall accept delivery of such System, when shipped, in the same configuration as stored.

(b)   Customer hereby grants to HCUS, and HCUS hereby reserves a purchase money security interest in, and the right to possession of, the System until all payments due pursuant to the Configuration Quote shall have been made in full in United States dollars. Until HCUS' receipt of such payments, Customer agrees to do all acts necessary to perfect and maintain such purchase money security interest and right by HCUS, and hereby authorizes HCUS to execute any necessary "Uniform Commercial Code" or other financing statement filings evidencing HCUS' purchase money security interest in the System.

10. CLINICAL USE OF THE PRODUCTS:

Customer acknowledges and agrees that HCUS is not engaged in the practice of medicine and is not determining appropriate medical use of the Software or other components comprising the System. All patient care decisions, including those arising from the analysis of images and/or any other data, are the responsibility of Customer. Customer shall defend, indemnify and hold harmless HCUS, its officers, directors, agents and employees, from and against all claims, actions, proceedings, damages, losses, liabilities and expenses, including reasonable attorneys' fees, arising from any claim of malpractice, misdiagnosis or any other medical treatment matter in connection with the use of the System or any components thereof by Customer or Customer's users, agents or contractors.

11. LIMITED WARRANTIES AND DISCLAIMERS:

(a)   HCUS warrants that the Software including components thereof (excluding Updates for purposes of this Section 11) will perform substantially in accordance with the Documentation for a period of 90 days from the date the Software, installation is complete and ready for acceptance testing, and that the Hardware will perform substantially in accordance with the Documentation for a period of one year from the date the Hardware is delivered. Should any failure to conform to these warranties occur during such respective periods, upon prompt written notice of the specific non-conformity from Customer and as Customer's sole and exclusive remedy and HCUS' entire liability therefor, HCUS shall take one of the following actions, in its sole discretion and without cost to Customer: (i) repair such defective product; (ii) replace the defective product with a product of similar kind and quantity; or (iii) refund the purchase price of the defective product. HCUS does not warrant that: (A) the Software or Hardware will meet Customer's requirements; (B) the Software or Hardware will operate in combination with any Third Party Product or Pass Thru Product or other hardware, software, systems or data not provided by HCUS, except if and as expressly set forth in the Documentation; (C) the operation of the Software will be uninterrupted or error-free; or (D) all Software errors are or will be correctable. If delivery or installation of the System or components thereof is delayed due to the fault of Customer, the warranty set forth in this Section 11(a) shall commence upon the originally scheduled installation date.

(b)   The warranty set forth in Section 11(a) will not apply if: (i) either the Software or the Hardware is not used in accordance with this Agreement or the Documentation; (ii) either the Software or the Hardware, or any part thereof, has been modified by any entity other than HCUS; or (iii) a malfunction in the Software or the Hardware has been caused by any of Customer's personnel or equipment, or any products not acquired by Customer under the Configuration Quote.

(c)   HCUS warrants that Support Services and Professional Services, as defined in Schedule A, shall be performed in a professional and workmanlike manner. For any breach of this service warranty, Customer's sole and exclusive remedy, and HCUS's entire liability therefor, shall be the re-performance of the non-conforming service. HCUS shall not be liable for any such breach of warranty unless Customer provides written notice of such breach to HCUS within 30 days of the performance of the services giving rise to such claim.

(d)   With respect to Third Party Products and Pass-Thru Products, Customer shall have the benefit of any third party warranties, service agreements and indemnities offered by the manufacturer of such Third Party Products Pass-Thru Products, as applicable, and made available by it to users of a System that includes such Third Party Products or Pass-Thru Products, as the case may be; provided, however, that Customer's sole remedy for breach of any such warranties, service agreements or indemnities shall be solely against the third party offering such rights and not against HCUS.

(e)   PARAGRAPHS a, c and d ABOVE COMPRISE THE SOLE AND EXCLUSIVE WARRANTIES AND ARE THE EXCLUSIVE REMEDIES TO WHICH CUSTOMER IS ENTITLED FOR BREACH OF SUCH WARRANTIES. EXCEPT FOR WARRANTIES, IF ANY, CONTAINED IN THE DOCUMENTATION RELATING TO THE PERFORMANCE OF THE SYSTEM, THE SYSTEM AND SERVICES ARE PROVIDED WITHOUT ANY OTHER WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, SECURITY, SYSTEM INTEGRATION OR ACCURACY, OR INFORMATIONAL CONTENT AND NONINFRINGEMENT. HCUS's WARRANTY DOES NOT APPLY TO THIRD PARTY PRODUCTS OR PASS-THRU PRODUCTS, IF ANY, INCLUDED IN ANY CONFIGURATION QUOTE, INVOICE OR OTHER AUTHORIZED HCUS PURCHASE ORDER ACKNOWLEDGEMENT OR ACCEPTANCE AND HCUS SHALL HAVE NO OBLIGATION OR LIABILITY WHATSOEVER TO CUSTOMER WITH RESPECT TO SUCH THIRD PARTY PRODUCTS OR PASS-THRU PRODUCTS.

(f)   HCUS acknowledges and warrants that, as of the Effective Date, HCUS is not currently, and has not been in the past, excluded, suspended or debarred from participating in any government contracting program, including without limitation the Medicare and Medicaid programs. Customer shall have the right to terminate this Agreement immediately and without opportunity to cure upon notification from HCUS that it is excluded, suspended, or debarred from participating in any material government contracting program, including without limitation the Medicare and Medicaid programs. This Section 11(f) states the entire liability of HCUS and Customer's exclusive remedy in the event HCUS is excluded, suspended, or debarred from participating in a material government program, including without limitation the Medicare and Medicaid programs.

12. LIMITATION OF LIABILITY; INSURANCE:

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(a) WAIVER AND DISCLAIMER OF CONSEQUENTIAL DAMAGES. HCUS AND ITS LICENSORS SHALL NOT BE LIABLE TO CUSTOMER FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, LOSS OF OR DAMAGE TO DATA, RECORDS OR PROGRAMMING, AND CLAIMS AGAINST CUSTOMER BY THIRD PERSONS) ARISING FROM OR RELATING TO THIS AGREEMENT OR A BREACH THEREOF OR ANY ORDER PLACED HEREUNDER, WHETHER BASED IN CONTRACT, TORT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY DUTY OR OTHER THEORY, EVEN IF HCUS OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) MAXIMUM DAMAGES. Except with respect to the indemnity provided by HCUS in Section 13, the liability of HCUS and its licensors, if any, and Customer's sole and exclusive remedy for damages for any claim of any kind whatsoever with respect to this Agreement shall not be greater than the purchase price paid by Customer for the components of the System with respect to which such claim is made or, in the event of a claim made with respect to any obligation, service or otherwise, of HCUS pursuant to this Agreement, shall not be greater than the amount paid by Customer for the applicable annual fee for such obligation giving rise to such claim or in the case of Professional Services, the fees paid for such Professional Services.

(c) HCUS shall not be responsible for any costs, expenses or damages suffered or incurred by Customer, or for any claim, judgment or award against such Customer, or the defense thereof, arising out of any actions, assistance, or services of HCUS, its agents, employees, consultants or contractors hereunder, unless resulting from the willful misconduct or grossly negligent act of HCUS or such agents, employees, consultants or contractors.

(d) Essential Purpose. The limitation of liability and exclusion of certain damages stated herein shall apply regardless of the failure of the essential purpose of any remedy. The parties specifically acknowledge that these limitations of liability are reflected in the pricing.

(e) All claims against HCUS or its licensors must be brought within one year after the cause of action arises.

(f) Equitable Relief. Customer acknowledges that any violation of this Agreement by Customer will cause HCUS immediate and irreparable harm that monetary damages cannot adequately remedy, and Customer agrees that, upon any actual or impending violation of this Agreement, HCUS shall be entitled, in addition to any other remedies that HCUS may have under applicable law, to equitable relief, including injunctive relief and specific performance, without bond or proof of damages. Customer hereby agrees that it shall not plead in defense thereto that there would be an adequate remedy at law.

(g) Customer agrees to maintain general comprehensive liability and property damage insurance, including contractual liability insurance, in reasonable amounts, not less than the purchase price of the System and, upon request of HCUS, Customer will provide HCUS with a certificate of insurance demonstrating such coverage.

13. INDEMNIFICATION:

(a) BY HCUS. HCUS shall indemnify and hold Customer harmless solely from any claim by a third party alleging that the use of the Software in accordance with this Agreement infringes any United States patent, copyright or trade secret of that third party, provided: (i) HCUS is promptly notified in writing of the claim; (ii) HCUS receives reasonable cooperation from Customer necessary to perform HCUS's obligations hereunder; and (iii) HCUS has sole control over the defense and all negotiations for a settlement or compromise. The foregoing obligation of HCUS is contingent upon proper use of the Software and adherence to the Documentation, and does not apply with respect to any Software or portions or components thereof: (A) not supplied by HCUS; (B) used in a manner not expressly authorized by this Agreement or the Documentation; (C) made in accordance with Customer's specifications; (D) modified by Customer, if and to the extent the alleged infringement relates either to such modification or to the combination of the modification with the Software or portions or components thereof; (E) combined with any other products (hardware or software), processes or materials not provided by HCUS to the extent that the alleged infringement would not exist but for such combination; or (F) where Customer continues the allegedly infringing activity after being notified thereof and provided modifications that would have avoided the alleged infringement. HCUS makes no representation or warranty as to any copyrights or patents or other intellectual property rights that may be embodied in any Pass-Thru Product, Third Party Products, third-party software or hardware or involved in the services performed by HCUS.

(b) In the event the Software is finally determined by a court of competent jurisdiction to constitute an infringement or use of the Software is enjoined, HCUS shall, at its sole option, do one of the following: (i) procure for Customer the right to continue use of the Software; (ii) provide a modification to the Software so that its use becomes non-infringing; (iii) replace the Software with software that is substantially similar in functionality and performance; or (iv) remove the Software and refund the residual value of the license fee paid for such infringing Software, depreciated using a straight-line method of depreciation over a three-year period from the date of Acceptance. This Section 13 states HCUS's sole liability and Customer's exclusive remedy for infringement claims.

(c) BY CUSTOMER. Customer agrees to indemnify, defend and hold HCUS, its employees, managers, officers, directors, members, employees, agents, representatives, partners, licensors, parents, and affiliates harmless from any and all

claims and/or demands, including reasonable attorneys' fees, made by any third party arising out of or related to Customer's alleged or actual use or misuse of the System, including without limitation: (i) claims related to the unauthorized disclosure or exposure of personal data, medical records, or other private information by or through Customer's account; (ii) claims that the Customer data infringes any third party right; (iii) claims that use or misuse of, or postings related to, the System or the Services by Customer, including by Customer's authorized users, violates the privacy of, harasses, defames, or defrauds a third party; (iv) claims arising from Customer's use of the System or the Services in violation of this Agreement; (v) claims alleging Customer's breach of law, rule or regulation, (vi) claims arising from or related to Customer's breach of confidentiality or security, and (vii) claims alleging Customer's gross negligence or willful misconduct.

14. <u>SUPPORT TERMS AND CONDITIONS</u>:

The installation, support, training and professional services purchased by Customer are itemized in the applicable Configuration Quote. The terms and conditions governing the provision of such services are set forth in Schedule A of this Agreement.

15. <u>THIRD PARTY PRODUCTS TERMS AND CONDITIONS OF USE</u>:

Customer acknowledges and agrees its purchase of Third Party Products and Pass-Through Products pursuant to any applicable Configuration Quote are subject to the following: (i) all of the terms, rights, conditions and restrictions on the use of the Software contained in this Agreement shall also apply to the use of such Third Party Products; and (ii) the licensors of such Third Party Products are intended third-party beneficiaries of this Agreement and all of the limitation of liability provisions of this Agreement in favor of HCUS, and all other provisions of this Agreement affording rights to HCUS or imposing obligations or restrictions on Customer, shall apply with equal force to and for the benefit of such licensors of Third Party Products.

16. <u>HIPAA/HITECH</u>:

HCUS and Customer agree to be bound by the terms of the Business Associate Agreement set forth in <u>Schedule B</u> hereto, which is incorporated herein.

17. <u>ADVERTISING; USE OF INTELLECTUAL PROPERTY</u>:

Customer grants HCUS permission to make written or oral reference to the transactions contemplated by this Agreement in its public advertising, proposals and similar public forums and media. Such advertising shall reference only the occurrence of the transactions as well as general technical information related to implementation of the System. Any additional releases of strategic partnership or association with Customer or Customer case studies of its usage of the System may be made only upon written agreement of Customer, which shall not be unreasonably withheld. The parties agree that specific contractual terms and prices will be treated as confidential information pursuant to Section 20. Customer shall have no right to make any public written or oral reference to the transactions contemplated hereunder unless otherwise agreed to in writing between the parties.

Customer shall not register or use the trademarks or trade name of HCUS or its affiliates without the prior written consent of HCUS or such affiliate, as the case may be, which consent may be withheld in HCUS' or such affiliate's sole and absolute discretion and shall not contest or otherwise bring into question HCUS's or such affiliate's ownership thereof.

Neither party shall gain any rights of ownership in copyrights, patents, or other intellectual property of the other party as a result of this Agreement. Exclusive of the intellectual property provided by Customer and any proprietary Customer data, HCUS shall own all title, right and interest (including any copyrights, patents, trade secrets or other intellectual property rights) in and to the Software, Hardware and all tangible materials delivered hereunder as well as all other results of any services, including without limitation installation, workflow prescriptions, support, and training. Upon full payment to HCUS of all sums due for any such services and subject to all other applicable terms and conditions of this Agreement, Customer is granted a non-exclusive, non-transferable license to use, for internal purposes only, any tangible material delivered by HCUS to Customer in connection with this Agreement, or other result of such services provided by HCUS to Customer hereunder. Customer shall retain ownership rights to all data entered into the System by Customer, or Customer's pre-existing data migrated into the System on behalf of Customer by HCUS.

18. <u>SYSTEM NOT FOR EXPORT</u>:

The System, and its technology, is subject to United States export control laws and regulations. Customer agrees to comply with all such applicable laws and regulations, and further agrees not to knowingly transfer, directly or indirectly, any software, source code, object code, technology, technical assistance or technical data received hereunder to any restricted end user or restricted country without export license, re-export license or other applicable authorization from the appropriate United States government agency or agencies.

19. <u>ASSIGNABILITY</u>:

Customer shall not transfer or assign this Agreement or any of its rights or obligations hereunder to any third party without HCUS's prior written consent, which consent HCUS may withhold in its sole and absolute discretion. Any transfer, assignment or delegation in violation of the foregoing shall be void and may be treated as a material breach of this Agreement.

20. <u>CONFIDENTIALITY</u>:

Each party acknowledges that each party's Confidential Information (as defined herein) constitutes a valuable asset of such party and that such party asserts that the Confidential Information is such party's sole and exclusive property. To the extent that a party (the "disclosing party") discloses Confidential Information to the other party (the "receiving party"), the receiving party agrees to maintain such Confidential Information in confidence with at least the same degree of care with which the receiving party holds its own confidential and proprietary information, but at all times with no less than reasonable care. Neither party will, at any time during the term of this Agreement and for a period of three years after termination thereof, disclose Confidential Information of the other party to any person (except for affiliates of either party on a need-to-know basis) other than as required to perform its obligations under this Agreement. For purposes hereof, Confidential Information means confidential or other proprietary information of the disclosing party, or such other information protected by law), including without limitation business plans, customer lists, information on product pricing and other terms of sale, technical data, trade secrets or know-how, including but not limited to research, product plans and specifications, products, services, investors, partners, distributors, markets, market studies, computer software and programs (including object code and source code), data, databases and database technologies, developments, inventions, processes, compilations, flowcharts, formulae, technology, sketches, designs, drawings, diagrams, manuals, schematics, samples, engineering, hardware configuration information, or marketing, finance or other business information disclosed to the receiving party, directly or indirectly, by the disclosing party if: (a) such information is marked with an appropriate confidential or proprietary legend in case of disclosure in written form or in any tangible form; or (b) such information is identified as confidential at the time of disclosure in oral form or in any intangible form and thereafter is summarized in a written memorandum by the disclosing party, which memorandum shall be provided to the receiving party no later than 30 days after the initial disclosure. For purposes hereof, Confidential Information shall include the terms and conditions of this Agreement. Confidential Information shall not include any information that the receiving party can demonstrate was: (i) in the possession or control of the receiving party prior to the time of disclosure hereunder; (ii) at the time of disclosure or thereafter becomes public knowledge through no fault of the receiving party; (iii) lawfully obtained by the receiving party from a third party that, to the knowledge of the receiving party, is not under any obligation of confidentiality to the disclosing party; (iv) developed independently by personnel of the receiving party who have not had access to Confidential Information; or (v) approved for released by written authorization of the disclosing party It shall not be a violation of this Agreement for the receiving party to disclose Confidential Information as) required pursuant to, or as required by, law or legal process, provided that the receiving party shall advise the disclosing party of such request in time for the disclosing party to apply for legal protection.

The parties' obligations with regard to the confidentiality of protected health information deemed confidential pursuant to the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §§ 1320d – 1320d-8, as amended from time to time shall be governed by the terms and conditions of the Business Associate Agreement set forth in Schedule B of this Agreement.

Except as otherwise provided in this Section 20, all proprietary rights (including without limitation patent rights, copyrights and trade secrets) in and to Confidential Information shall remain the disclosing party's property. The receiving party shall not cause or permit the reverse engineering, reverse assembly or reverse compilation of any Confidential Information or include any Confidential Information in any patent or patent application.

Upon termination of this Agreement or at any time upon the disclosing party's written request, the receiving party will, at the election of the disclosing party, either return promptly to the disclosing party or destroy, with such destruction certified in writing by an authorized officer of the receiving party, all of Confidential Information, including all copies thereof.

21. <u>REGULATORY COMPLIANCE</u>:

HCUS will manufacture and deliver the Software and the Hardware in compliance with all United States federal, state and local law or regulations, as the same may be amended from time to time, that are applicable to medical device manufacturers. Any modifications to the Software that HCUS determines to be required by subsequent applicable United States federal, state or local law or regulations will be released to Customer through Updates in advance of the effective date of such requirement to the extent commercially reasonable or required by law.

Discounted pricing, if any, for the System or any component thereof shall be fully and accurately reported by Customer on all claims for payment filed with third party payors, including applicable Medicare, Medicaid and state agency cost reports, in accordance with all applicable federal and state laws and applicable agreements. Customer should also retain a copy of the Configuration Quote and these terms and conditions, and communications regarding the Configuration Quote and these terms and conditions, together with the invoices for the purchase and permit agents of the U.S. Department of Health and Human Services ("HHS") or any state agency access to such records upon request.

22. ACCESS TO BOOKS AND RECORDS:

To the extent Section 952 of the Omnibus Reconciliation Act of 1980 (Public Law 96-499), as the same may be amended, is found applicable to this Agreement and the value or cost of services rendered hereunder exceeds $10,000 or more over a 12-month period, then until the expiration of four years after furnishing of services pursuant to this Agreement, HCUS agrees to make available upon written request by the Secretary of HHS (the "Secretary"), or upon request by the Comptroller General of the United States (the "Comptroller"), or to any of their duly authorized representatives, this Agreement and books and records of HCUS that are necessary to certify the extent of any costs of Customer arising from the Agreement, or such other information as otherwise required by law. Further, if HCUS performs any of its duties under this Agreement through a subcontract with a related organization, the value or cost of which is $10,000 or more over a 12-month period, such subcontract shall provide that until the expiration of four years after furnishing such service pursuant to such subcontract, the related organization shall likewise make available upon written request by the Secretary or the Comptroller or their duly authorized representatives, subcontracts and the books, records and other information described in the preceding sentence.

23. GENERAL:

(a)   Taxes:
Customer is responsible for the payment of all sales, use, excise and similar taxes. The amount of any applicable sales, excise and other similar taxes shall be added to the price and shall be paid by Customer, whether or not invoiced. Customer will provide HCUS with such evidence as HCUS may reasonably request to establish that such taxes have been paid. If applicable, Customer may provide HCUS with an exemption certificate acceptable to the relevant taxing authorities.

Any taxes (other than income taxes) that HCUS may be required to pay to, or collect and remit to, any governmental unit under any existing or future law upon or with respect to the sale, delivery, installation, storage, use or consumption of the System, any component thereof or any services provided hereunder by HCUS are payable by Customer. If HCUS is or becomes liable for or pays any such taxes or any related interest or penalty charges, Customer agrees to pay same to HCUS upon demand.

(b)   Interpretation; Jurisdiction:
This Agreement (and any claims arising under or relating in any way thereto), shall be governed in all respects, including without limitation as to validity, interpretation and effect, by the laws of the state of New York, without regard to its conflict of laws principles. The parties irrevocably submit to the exclusive jurisdiction and venue of the state and federal district courts located in New York, New York for the resolution of any disputes relating to or arising under this Agreement. The United Nations Convention on Contracts for the International Sale of Goods, Sections 2-711 through 2-717 of the New York Uniform Commercial Code Law, and the Uniform Computer Information Transactions Act are specifically excluded from application to this Agreement.

(c)   Waiver of Jury Trial:
Each party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any suit, action or proceeding arising out of or relating to this Agreement or the transaction(s) contemplated hereby. Each party (i) certifies that no representative, agent or attorney of either party has represented, expressly or otherwise, that such other party would not, in the event of such a suit, action or proceeding, seek to enforce the foregoing waiver and (ii) acknowledges that the parties have been induced to enter into this transaction by, among other things, the mutual waiver and certification set forth in this section.

(d)   Severability:
In the event any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired and such invalid, illegal or unenforceable provision shall be replaced by a provision that, being valid, legal and enforceable, comes closest to the original intention of the parties.

(e)   Survival of Terms:
Any terms of this Agreement that by their nature extend beyond the termination of this Agreement remain in effect until fulfilled.

(f)   Waiver:
Any forbearance, failure or delay by HCUS in exercising any right, power or remedy hereunder shall not preclude the further exercise thereof. Every right, power and remedy of HCUS shall continue in full force and effect until an instrument in writing executed by HCUS specifically waives such right, power or remedy.

(g)   Notice:
Any notice required or permitted to be given under this Agreement shall be in writing and sent by hand delivery, by a recognized national or regional overnight courier service with all charges prepaid, by facsimile (with acknowledgement of complete transmission) or by United States certified mail (return receipt requested), postage prepaid, to Customer at the address set forth on the cover page of this Agreement and to HCUS as stated below. Any notice given by mail as provided

herein shall be conclusively deemed to have been received by a party hereto and be effective on the fifth business day after the day on which mailed. Any other notice given hereunder shall be effective upon receipt. The parties may from time to time designate in writing other addresses expressly for the purpose of receipt of notice hereunder.

In the case of HCUS to:

FUJIFILM Healthcare Americas Corporation
Mr. Jun Higuchi
President and Chief Executive Officer
81 Hartwell Avenue, Suite 300
Lexington, MA 02421

with a copy to:

FUJIFILM Holdings America Corporation
200 Summit Lake Drive
Valhalla, NY 10595-1356
Attn: Legal Department
Facsimile: 914-789-8514

(h)	Independent Contractors:
The parties are entering into this Agreement as independent contractors and nothing herein shall be deemed to constitute either party an agent, franchisee or partner of, or joint venturer with, the other party for any purpose whatsoever. Neither party shall hold itself out as or take any action (including without limitation making any statements or representations) giving rise to the impression, or by its silence or failure to act contribute to the impression, that either party is, an agent of the other. Neither party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party, or to bind such other party in any manner whatsoever.

(i)	Audit Rights:
On an annual basis, and otherwise on HCUS's written request, Customer shall conduct a review of its users who use the System and certify to HCUS in writing signed by an officer of Customer that it is in full compliance with the terms of this Agreement or, if such review discloses or HCUS otherwise discovers any noncompliance, Customer shall immediately remedy such noncompliance and provide HCUS with written notice thereof. HCUS or its designee may audit Customer with respect to Customer's compliance with the terms of this Agreement at HCUS's expense and upon reasonable notice to Customer; provided, however, that any such audit shall occur not more than once in any 12-month period. In addition, HCUS may audit Customer's usage of the System, for purposes of determining incremental License and Support Fees (if any) as specified in Section 8 above, on a quarterly or annual basis.

(j)	Entire Agreement:
This Agreement constitutes the entire and only agreement between the parties hereto and expressly supersedes and cancels any other agreements, whether oral or written, relating to the subject matter hereof. Any representation, affirmation of fact, and course of prior dealing, promise or condition in connection therewith, or usage of the trade not incorporated herein, shall not be binding on either party. If there is any conflict or inconsistency between the terms of this Agreement and any schedules hereto, the terms of this Agreement shall control; notwithstanding the foregoing, in the event of any conflict between the terms of the Configuration Quote and the terms of this Agreement or any schedules hereto, the terms of the Configuration Quote shall control. No waiver, alteration or modification of any of the provisions hereof shall be binding unless in writing and signed by the specifically authorized representatives of HCUS and Customer. No additional or conflicting term in a purchase order or other document shall have any effect.

(k)	Counterparts:
The parties may execute this Agreement in counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument, and, without limitation, may deliver executed copies by fax or other electronic means, including email delivery of a PDF.

(l)	Authority:
Each person signing this Agreement covenants that he or she is duly authorized by all necessary and appropriate corporate actions to execute this Agreement and all ancillary agreements and Exhibits related hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement as of the Effective Date.

FUJIFILM Healthcare Americas Corporation   Customer:

By: _____   By: _____
    signature of authorized representative   signature of authorized representative

_____   _____
Print name   Print name

_____   _____
Title   Title

_____   _____
Date   Date

1. SUPPORT AND PROFESSIONAL SERVICES: In consideration for the fees set forth in the applicable Configuration Quote, SOW (defined in Section 9 below) or any subsequent Medical Informatics Support Agreement ("MISA") (collectively "Support Fees"), invoiced by HCUS and paid by Customer, HCUS shall provide the services set forth in this Schedule A ("Support Services") during the applicable Term. Support Services for the System will be provided during the hours of 8:30 a.m. to 5:00 p.m. local time, Monday through Friday, excluding HCUS-recognized holidays ("Normal Business Hours") in accordance with the level of coverage identified in the applicable MISA. Support Services requested outside Normal Business Hours shall be provided at HCUS's then current price for labor associated with such services unless otherwise agreed. For a Customer to receive Support Services, an active and current applicable Configuration Quote or MISA must be executed between the parties. Support Services must be ordered for all Software comprising the System; Support Services are not available for purchase for only a portion of the Software comprising the System.

2. SCOPE OF SUPPORT SERVICES:

   (a) <u>24x7x365 Standard Telephone Support</u>: HCUS shall provide Customer with technical assistance by telephone upon implementation and use of the Software and the Hardware. Telephone support is provided through HCUS's Technical Assistance Center ("TAC"), which is available 24 hours a day at 888-FUJI-MED (888) 385-4633 or such other number if and as HCUS may designate from time to time, including weekends and holidays. Customer agrees to use commercially reasonable efforts to determine whether an issue with the System pertains to infrastructure, applications or training prior to contacting HCUS.

   (b) Fixes. Upon discovery by HCUS, HCUS will promptly notify Customer of any System issues adversely affecting operability of the System of which HCUS becomes aware and will provide the necessary fix(es) to Customer which incorporate corrections of any such System issues. HCUS will also provide to Customer operational and support assistance necessary to cause the fixed Software to perform in accordance with its specifications and documentation and, to the extent commercially feasible, provide a work-around to a System issue until the System issue can be permanently corrected or the issue otherwise addressed.

   (c) Onsite Visits. If necessary, in HCUS's sole determination, HCUS will provide onsite support, at HCUS's cost, in the event that the System issue cannot be resolved over the telephone or through remote access. Provided that, if HCUS ultimately determines that the System issue was not caused by the Software, Customer shall reimburse HCUS in accordance with HCUS's then current travel policy for the reasonable travel expenses which were incurred by HCUS for the onsite visit and for which HCUS has provided substantiating receipts.

   (d) Replacement Parts: When and to the extent specified in the applicable Configuration Quote, HCUS shall provide necessary replacement parts for Hardware to maintain the System at no additional cost to Customer. All replaced parts shall be returned to HCUS and shall become the property of HCUS. Customer acknowledges and agrees its purchase of Third Party Products pursuant to any applicable Configuration Quote is subject to the following: (i) all of the terms, rights, conditions and restrictions on the use of the Software contained in this Agreement shall also apply to the use of such Third Party Products; and (ii) the licensors of such Third Party Products are intended third-party beneficiaries of this Agreement and all of the limitation of liability provisions of this Agreement in favor of HCUS, and all other provisions of this Agreement affording rights to HCUS or imposing obligations or restrictions on Customer shall apply with equal force to and for the benefit of such licensors of Third Party Products. In the event that OEM suppliers of Third-Party Product increase support or maintenance fees to HCUS during the Term of any MISA, such increases shall be passed through to and paid by Customer.

   (e) Updates and Upgrades: HCUS will provide Customer all Updates and Upgrades as soon as they become commercially available at no additional cost during Normal Business Hours. If Updates and Upgrades require updated operating system(s), new hardware or Professional Services (defined below) (collectively "Additional Services") then such Additional Services shall be provided in accordance with HCUS's then current list prices or purchased separately. Updates and Upgrades shall be deemed to be new items of Software and subject to the warranties set forth in the Agreement. If installation and use of any Updates and Upgrades require data conversion, HCUS will perform such data conversion at Customer's request and at HCUS's then current data conversion rates.

   (f) Third Party Product and Pass-Thru Product Updates and Upgrades: Provided that updates and upgrades to Third Party Products and Pass-Thru Products do not require new or upgraded hardware or are listed as optional features in HCUS's price list, updates and upgrades provided by Third Party Product and Pass-Thru Product vendors are passed through to HCUS's Support Services customers. For purposes hereof, references to such third-party upgrades shall mean any additions to third-party software that allow for additional functionality and shall be separately

invoiced to Customer if ordered by Customer at a price to be determined at the time of such order. In the event any upgrades require new or upgraded hardware, the pricing for such hardware will be provided under a separate Configuration Quote.

    (g) Retirement of Releases: Support Services are provided for each version of the Software commencing on the date the version becomes generally available and continuing for a period of two years after such version is retired by HCUS for general sale in the United States.

Support Services must be ordered for all Software comprising the System; Support Services are not available for purchase for only a portion of the Software comprising the System

3.   EXCLUSIONS: Support Services shall not include: (i) services with respect to any modification made to a System other than by HCUS; (ii) necessary repairs caused by Customer's use of the System other than in accordance with the terms of this Agreement and the Documentation; (iii) normal deterioration of monitor luminance; (iv) damage caused by the negligence or willful misconduct of Customer's employees, agents, contractors or invitees (v) service for Third Party or Pass Thru Products; (vi) remediation of a System infected by viruses, ransomware or malware not caused by the Software (which remediation service may be provided by HCUS as an additional service only, at fees to be mutually agreed upon in writing and billed by HCUS as an additional charge); or (vii) On Site Service described in this Schedule A, Section 8.

4.   TERM AND TERMINATION: Except with respect to Subscription Services, Support Services shall be provided pursuant to this Agreement for a term of one year from the original date of installation of the System or components thereof ("Initial Support Term"). Thereafter, Support Services in accordance with this Schedule A and the applicable terms of this Agreement pursuant to a MISA. Customer may terminate Support Services at the end of the Initial Support Term by giving written notice to HCUS at least ninety (90) days prior to the end of the Initial Support Term or in the case of a MISA, in accordance with the terms and conditions of the MISA. HCUS reserves the right to cancel or suspend Support Services in the event Customer fails to make payment of Support Fees. Customer acknowledges and agrees that should Customer terminate or fail to renew a MISA and continue to use the Software component of the System, such continued use of the Software, or component of the System, after the termination or non-renewal of the Support Services shall be at Customer's sole and exclusive risk. Termination of Subscription Services shall be made pursuant to Section 5 of this Agreement.

5.   SUPPORT FEES AND PAYMENT: In consideration of the fees for Support Services itemized in the applicable Configuration Quote ("Support Fee"), HCUS shall provide Support Services set forth in this Schedule A for the Initial Support Term. Thereafter, except in the case of Subscription Services, Support Fees for Support Services shall be invoiced to Customer at the rate and frequency set forth in the applicable MISA. HCUS shall have the right to increase the Support Fees following the expiration of the Initial Support Term or during the term of any applicable MISA. If coverage for Support Services lapses as a result of either termination by Customer for any reason or by HCUS for Customer's non-payment, renewal of such service will require payment by Customer of a reinstatement fee to HCUS equal to one hundred twenty-five percent (125%) of the sum of the fees for any previously unpaid support period(s) plus full payment for the subsequent annual period. Support Services fees will be billed on an annual basis and are payable in advance. Payment, payment frequency and the applicable fees for Support Services for Subscription Services are incorporated into the applicable Configuration Quote and/or MISA.

6.   REMOTE ACCESS AND MONITORING; BACK UP OF DATA: Commencing upon installation and continuing through the Initial Support Term and the term of any subsequent MISA, HCUS shall have the right to access the System in order to perform Support Services and monitor the System for audit purposes. Customer shall allow remote access to the System in a manner mutually acceptable to the parties which shall be available to HCUS at all times. Any information disclosed to HCUS pursuant to such remote access shall be considered Confidential Information pursuant to Section 20 of this Agreement. Except for Subscription Services where HCUS is hosting Customer's System, Customer acknowledges and agrees that it will regularly back up all Customer data and programs maintained on or used in conjunction with the System and HCUS shall have no liability for data loss, regardless of the cause.

7.   <u>UPTIME/DOWNTIME COMMITMENT AND CREDITS:</u>

    (a) During each annual term of Support Services, HCUS will track Downtime (as defined below) to assist in its diagnosis and support of the System.

    (b) The System shall be available for Customer's use 99.9% of the time ("Uptime Commitment"), measured on a calendar monthly basis.

    (c) "Downtime" shall mean each such period during which, due solely to the Software, Studies cannot be received from modalities or viewed on diagnostic workstations comprising the System. The calculation of Downtime begins when the TAC logs Customer's report of a System failure, provided that such calculation shall only be finalized to

the extent that HCUS determines, in its sole discretion, that such Downtime was caused by the Software. Downtime will end when HCUS notifies Customer that the System is available to return to service.

(d) If the foregoing Uptime Commitment is not met, as its sole remedy and HCUS' sole liability, Customer will be entitled to a service credit against Support Fees due in the next annual period during the term of the then current MISA following the Downtime event in the amounts set forth in the table below ("Downtime Credits"). Downtime Credits shall be calculated once annually at the end of each contract year. Unused credits shall be forfeited on the expiration or earlier termination of the applicable MISA

System Availability %	Credit Amount
99.89% to 98.00%	1% of annualized Support Fee for the System
97.99% to 96.00%	2% of annualized Support Fee for the System
95.99% to 94.00%	3% of annualized Support Fee for the System
93.99% to 92.00%	4% of annualized Support Fee for the System
91.99% to 90.00%	5% of annualized Support Fee for the System
Less than 89.00%	6% of annualized Support Fee for the System

(e) Notwithstanding the foregoing, Downtime shall not include System failure or unavailability determined by HCUS to be due to:

i) Planned System maintenance.
ii) Any Pass-Thru Product or other software or hardware installed or used by Customer in connection with the System;
iii) Failure of any Third Party Product that does not directly affect the Software;
iv) Errors, willful misconduct or negligence, or other unauthorized actions of Customer's employees, agents or invitees;
v) Any repairs, replacement of parts or components, or other support of the System performed by any party other than HCUS or its authorized designees;
vi) Use by Customer of interfaces or devices not provided by HCUS in conjunction with the System;
vii) Misuse of the System, including without limitation any application or function of the System not contemplated by this Agreement, fully executed Configuration Quote(s) or the Documentation;
viii) Any electrical issue that affects performance of the System;
ix) Any network failure that affects performance of the System;
x) Damage caused by transport of the System by Customer or Customer's agents;
xi) Any event of Force Majeure;
xii) Viruses, ransomware and malware introduced into the System from a source other than the Software; or
xiii) Unavailability to HCUS or its authorized designees, of remote access to the System, whether or not caused by Customer.

8. Service Response Times ("SLA's") and Credits: HCUS shall provide service response times for services and support related requests within the time frames set forth in the Service Levels table below.

Priority	Category	Service Response Time	Definition
P1	System Down	30 Minutes	Incidents related to system-wide service failures, system outages, or major system performance degradation that affects all users. Recommended Customer contact channel: Telephone
P2	Urgent	60 Minutes	Incidents involving disruptions resulting in a significant or partial loss of core functionality, also including partial Hardware failures or degradation of performance. Recommended Customer contact channel: Telephone

			Incidents which are routine in nature; minor, general, or isolated incidents that typically affect a small number of users, or a single user and can be resolved with workarounds, specific steps, or known corrective procedures.
P3	Routine	4 Business Hours	(4 Hour response time is from 8AM to 8PM EST weekdays, excluding holidays)

Includes cases opened via the Support Portal.

Recommended Customer contact channel: Support Portal or Telephone |
| P4 | Request/ Scheduled Monitoring | 24 Hours | Requests for information/general assistance when no service disruption has occurred or for work that is scheduled.

Includes Active Monitoring cases.

Recommended Customer contact channel: Support Portal or Telephone |

(a) Failure to Meet SLA's: As Customer's sole remedy and HCUS' sole liability therefor, failure to comply with the SLA's set forth in this Section 7 (each, a "Failure") shall result in a service credit issued to Customer in the amount of the annualized total Support Fees multiplied by 1/365th (the "Credit Amount") for each Failure or Failures in a 24-hour period, up to a maximum of thirty (30) days or the total annual Support Fees multiplied by 30/365 (the "Credit Cap"). The Cap will be reset annually, and Credit Amount will continue to accrue until the Cap is reached again for each subsequent thirty-day period(s). Credit Amount may only be applied against Support Fees of Customer's subsequent renewal MISA. Unused credits shall be forfeited on the expiration or earlier termination of the applicable MISA, except if a new MISA is entered into between the parties in which case the credits shall roll over to the new MISA term.

9. <u>INSTALLATION, IMPLEMENTATION AND PROFESSIONAL SERVICES</u>: HCUS provides installation, implementation, data migration, project management and application training for HCUS products (collectively, "Professional Services") at HCUS's then current list price. Each request from Customer for Professional Services to be provided by HCUS, and the obligations of each party with respect thereto, shall be detailed in a written statement of work or such other mutually agreed-to and signed document, including but not limited to HCUS's installation checklist (each, a "SOW"). Each such SOW shall be incorporated by reference into this Agreement. Any changes to a SOW must be reflected in writing in a new or amended SOW. Each revised SOW shall be incorporated by reference into this Agreement. HCUS is not obligated to do any work not specified in a fully executed SOW as set forth herein. Either party may terminate a SOW with or without cause at any time by giving the other party 30 days' prior written notice. Upon termination of the SOW, fees for the Professional Services and Software actually performed or delivered by HCUS up to the effective date of the termination of the SOW shall become due and payable upon such termination.

(a) Implementation Services: Customer agrees to provide all resources reasonably required by HCUS to implement the Professional Services, including without limitation personnel, information and software and hardware computing and reasonable access to facilities.

(b) Installation: Unless otherwise specified in writing or in the case of a Subscription Service which is hosted by HCUS, HCUS will install the System covered herein at the site set forth in the Configuration Quote after receipt of payment from Customer pursuant to the Configuration Quote. Prior to installation of the System by HCUS, Customer shall prepare the installation site in an appropriate manner and shall cause such installation site to conform to any utility, climate control and communication interface specifications that HCUS and/or the manufacturer of the System and the components thereof may supply. Customer shall not remove the System from the installation site without the prior written consent of HCUS.

(c) Data Migration Services: Professional Services may include data migration services at HCUS's then current list price. If engaged by Customer, HCUS will provide data migration services to migrate the number of Studies and/or reports from Customer's legacy archive system to the System provided to Customer pursuant to this Agreement as detailed in the applicable Configuration Quote, SOW or other mutually agreed document. Customer is responsible for all fees that may be owed to third parties in connection with such migration. Customer acknowledges that there may be limitations on the quality of the migrated data due to problems with the content, information or data or with the archive

upon which the data originally resided. The parties agree that First Clinical Use of the System shall not be contingent upon the performance or completion of data Migration services referenced herein.

(d) Training: If on-site training days are included the Configuration Quote, such training days may be utilized by Customer during the one-year period following installation. After one-year from the date of installation, any remaining unused training days will be automatically converted into a one-year, fully paid subscription to HCUS's virtual classroom.

(e) Transition of Services: Upon the expiration or termination of this Agreement, Customer may continue to use, and HCUS shall continue to provide Support Services for a time period if and to the extent such period is agreed upon between the parties in writing (the "Transition Period"), on the same terms and at the same rates as set forth herein or within the applicable MISA, unless otherwise agreed to in writing by the Parties. During such Transition Period, HCUS will assist as reasonably requested in the orderly transition of services to Customer or Customer's designee, and will, within a mutually agreed upon period of time, and at Customers cost, transfer all files, records, reports, deliverables and other material pertaining to the Support Services, including, but not limited to, any Customer supplied materials, if any, and other property of Customer that are in the possession of HCUS, if any, to Customer or Customer's designee, in the format(s) mutually agreed upon by HCUS and Customer.

SCHEDULE B
BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT ("Agreement") effective as of the later-dated signature hereto ("Effective Date"), identifies and clarifies the relationship and responsibilities of FUJIFILM Healthcare Americas Corporation a New York corporation having its principal offices at 81 Hartwell Avenue, Suite 300, Lexington, MA 02421 ("HCUS"), hereby acting as the business associate and   , as   having its principal offices at   (the "Covered Entity"), hereby acting as the covered entity.

WHEREAS, the Covered Entity is subject to the federal Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §§ 1320d – 1320d-8 ("HIPAA"), as amended from time to time, and is required to safeguard individually identifiable health information the Covered Entity uses, discloses, maintains, or otherwise accesses (hereinafter "protected health information" or "PHI") in accordance with the requirements HIPAA establishes and also the requirements set forth in the Health Information Technology Act for Economic and Clinical Health Act and any regulations promulgated thereunder (the "HITECH Act"); and

WHEREAS, the Covered Entity and HCUS have entered into one or more agreements ("Underlying Agreement(s)") under which HCUS receives, accesses, uses or in some way obtains PHI.

NOW THEREFORE, for and in consideration of the mutual premises, conditions and covenants herein contained, the parties hereto agree as follows:

1. DEFINITIONS. Terms used, but not otherwise defined, in the Agreement shall have the same meaning as those terms in the federal Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164 (the "Privacy Rule"); the Breach Notification Rule, 45 C.F.R. 164 Subpart D ("Breach Notification Rule") and the federal Security Standards, 45 C.F.R. Parts 160, 162 and 164 (the "Security Standards"), as they many be amended from time to time.

2. OBLIGATIONS AND ACTIVITIES OF HCUS WITH RESPECT TO PROTECTED HEALTH INFORMATION

   2.1   Obligations Regarding Uses and Disclosures of PHI.

   (a) HCUS agrees to not use or disclose PHI other than as permitted or required by this Agreement, including without limitation, Section 2.2, or as Required by Law.

   (b) HCUS agrees to use appropriate safeguards and comply with Subpart C of 45 C.F.R. 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Agreement.

   (c) HCUS agrees to timely report to the Covered Entity, any use or disclosure of PHI not provided for by this Agreement of which it becomes aware.

   (d) HCUS agrees to ensure that any subcontractor to whom it provides PHI received from, or created or received by, HCUS on behalf of the Covered Entity, agrees to restrictions and conditions at least as protective of the PHI as the terms of this Agreement.

   (e) HCUS agrees to provide timely access to PHI in a Designated Record Set to the Covered Entity upon the written request of the Covered Entity in order to meet the requirements under 45 C.F.R. 164.524. In the event HCUS receives a request directly from an Individual for access to PHI in a Designated Record Set, HCUS will provide timely written notice to the Covered Entity of such request.

   (f) HCUS agrees to make timely amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. 164.526 at the request of the Covered Entity. In the event HCUS receives a request directly from an Individual for an amendment to PHI in a Designated Record Set, HCUS agrees to provide timely written notice to the Covered Entity of such request.

   (g) HCUS agrees to make internal practices, books, and records which relate to the use and disclosure of PHI received from, or created or received by HCUS on behalf of, the Covered Entity available to the

Secretary of the Department of Health and Human Services, in a reasonable time and manner or as designated by the Secretary, for purposes of the Secretary determining compliance with the Privacy Rule.

(h) HCUS agrees to document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528.

(i) HCUS agrees to timely provide the Covered Entity information collected in accordance with 2.1(h) above of this Agreement, to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528. In the event HCUS receives a request directly from an Individual for an accounting of disclosure(s) of PHI by HCUS, HCUS agrees to provide timely written notice of such request to the Covered Entity.

(j) To the extent HCUS agrees explicitly in writing to carry out any of the Covered Entity's obligation(s) under Subpart (E) of 45 C.F.R. 164, HCUS agrees to comply with the requirements of such Subpart (E) that apply to the Covered Entity in the performance of such obligation(s).

2.2 <u>Permitted General Uses and Disclosures by HCUS</u>. HCUS may use or disclose PHI (i) for the purpose of performing services under the Underlying Agreement; (ii) for the proper management and administration of HCUS; (iii) to carry out the legal responsibilities of HCUS; and (iv) as Required By Law, if such use or disclosure of PHI would not violate HIPAA, the Privacy Rule or the Security Standards if done by the Covered Entity or the minimum necessary policies and procedures of the Covered Entity. In addition, HCUS may de-identify images or other data that contain PHI in accordance with 45 C.F.R. § 164.514 of HIPAA and may use and disclose such de-identified images or other data for any purpose not prohibited by applicable law.

2.3 <u>Notification Obligations Regarding Breaches of Unsecured PHI</u>. HCUS agrees to report to the Covered Entity any Breach of Unsecured Protected Health Information without unreasonable delay and in no case later than 60 calendar days after the Discovery of such a Breach of Unsecured Protected Health Information, as those terms are defined in the Breach Notification Rule. HCUS's notice to the Covered Entity shall include the applicable elements as set forth at 45 C.F.R. 164.410(c). This Agreement constitutes ongoing notice by HCUS to Covered Entity of the ongoing existence and occurrence of attempted but "unsuccessful" Security Incidents that do not result in unauthorized access, use, disclosure, modification or destruction of PHI or interference with an information system, such as "pings" (i.e., a request-response utility used to determine whether a specific internet protocol (IP) address, or host, exists or is accessible) on HCUS's firewall or unsuccessful log-on attempts, and no further reporting of such unsuccessful Security Incidents is required.

3. OBLIGATIONS OF THE COVERED ENTITY

3.1 <u>Notification of Privacy Practices and Restrictions</u>.

(a) The Covered Entity shall notify HCUS of any limitation(s) in the Covered Entity's Notice of Privacy Practices in accordance with 45 C.F.R. 164.520, to the extent that such limitation may affect HCUS's use or disclosure of PHI.

(b) The Covered Entity shall notify HCUS of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect HCUS's use or disclosure of PHI.

(c) The Covered Entity shall notify HCUS of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 C.F.R. 164.522, or as mandated pursuant to Section 13405(c) of the HITECH Act, to the extent that such restriction may affect HCUS's use or disclosure of PHI.

3.2 <u>Permissible Request by the Covered Entity</u>. The Covered Entity shall not request HCUS to use or disclose PHI in any manner that would not be permissible under the Privacy Rule or Security Standards if done by the Covered Entity; except for the management and administrative and legal responsibilities of HCUS under this Agreement.

3.3 <u>Minimum Necessary Disclosure</u>. The Covered Entity shall provide to HCUS only the "minimum necessary" PHI (as described in 45 C.F.R. 164.502(b)) required for HCUS to perform its obligations under the Underlying Agreement(s).

4. TERM AND TERMINATION

    4.1   Term. This Agreement shall be effective as of the Effective Date and shall terminate upon the termination of the Underlying Agreement(s).

    4.2   Termination for Cause. Upon the Covered Entity's knowledge of a material breach of this Agreement by HCUS, the Covered Entity shall either:

        (a)   Provide an opportunity for HCUS to cure the breach or end the violation and terminate this Agreement if HCUS does not cure the breach or end the violation within the time specified by the Covered Entity; or

        (b)   Immediately terminate this Agreement if HCUS has breached a material term of this Agreement and cure is not possible.

    4.3   Effect of Termination.

        (a)   Except as provided in paragraph 4.3(b) below, upon termination of this Agreement for any reason, subject to and in accordance with the terms of Section 5(e) of the Underlying Agreement, HCUS shall return or destroy all PHI received from the Covered Entity or created or received by HCUS on behalf of or at the direction of the Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors of HCUS. HCUS shall retain no copies of the PHI.

        (b)   In the event that HCUS determines that returning or destroying the PHI is infeasible, HCUS shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. When return or destruction of PHI is infeasible, HCUS shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destructions infeasible, for as long as HCUS maintains such PHI.

5. MISCELLANEOUS

    5.1   Regulatory References. A reference in this Agreement to a section in the Privacy Rule, the Security Standards or the Breach Notification Rule means the section as in effect or as amended.

    5.2   Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of HIPAA.

    5.3   Survival. The respective rights and obligations of HCUS under Paragraphs 4.3 of this Agreement shall survive the termination of this Agreement.

    5.4   Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with HIPAA and the implementing regulations, as they may be amended from time to time.

    5.5   No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors and assigns of the parties, any rights, remedies, obligations or liabilities whatsoever.

    5.6   Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

This Cloud Services Addendum ("Addendum") is governed by the terms and conditions of the Agreement (the "Agreement" or "EULA") and is applicable to (the "System"). Unless otherwise specifically set forth in this Addendum to the contrary, if there is a conflict or inconsistency between the terms of this Addendum (or an Attachment to this Addendum) and the Agreement, the terms of the Addendum shall control.

1) **Definitions:** Capitalized terms in this Addendum shall have the same meaning as those are defined in the Agreement unless otherwise defined herein.   For purposes of this Addendum the following terms are defined as set forth below:

   a) "Data" means Customer's DICOM and non-DICOM images, reports, notes, documents, and annotations generated by Customer on its System and stored in HCUS Cloud Services environment as set forth in the applicable Configuration Quote.

   b) "Database" means a structured set of Customer-specific body of data generated by the Software.

   c) "Cloud Services" means a collection of cloud-based services provided by HCUS for the purpose of providing Cloud Services.

   d) "End User" means one individual person identified and authorized by Customer to use the System.

   e) "First Service Provisioning" means initiation of infrastructure services required to support the Customer's System that incur cost to HCUS.

2) **Scope of Cloud Services:** HCUS shall provide hosting, disaster recovery, and/or storage and archiving services for Customer's Data (collectively, "Cloud Services") to Customer as set forth in an applicable fully executed Configuration Quote and in accordance with the following terms and conditions. Cloud Services begin upon First Service Provisioning.

   a) Hosting Services: HCUS will provide the cloud related infrastructure services necessary for Customer to remotely operate its Software for its internal business purposes from HCUS's cloud-based environments ("Hosting Services") which shall include, but not be limited to, compute, storage, networking, security and management services.

      i) HCUS shall provide daily monitoring of System infrastructure, user management (if applicable), infrastructure level configuration changes, operating system patching, and other Infrastructure as a Service (IaaS) management to ensure proper and reliable operation of the System.

      ii) Infrastructure support and changes will occur within scheduled support windows. Emergency changes may occur without prior scheduling which would include break/fix changes or high priority security corrections that are unable to wait for a regularly scheduled support window. Changes are subject to HCUS's internal change management policies.

      iii) HCUS will perform troubleshooting services as they relate to HCUS provided Cloud networking or infrastructure.

   b) Remote Disaster Recovery Services:

      i) Remote disaster recovery services include HCUS receiving and storing Data and other data needed for the proper operation or recovery of the Data transmitted from Customer's System to the HCUS Cloud Services environment. Additionally, the remote disaster recovery service includes the subsequent creation of one or more copies of the Data on remote media.

ii) HCUS will perform routine monitoring of the Data backups to the Cloud Services environment.

iii) If Customer notifies the HCUS Technical Assistance Center (TAC) of a catastrophic disaster, HCUS shall restore Data, beginning with most recently acquired Data, using a temporary server or the telecommunication line between Customer premise and HCUS Managed Cloud depending on the method deemed appropriate to the scope of the restoration. Customer shall be charged for all HCUS Services for migration from remote storage to the production environment at HCUS's then-current Service rates.

c) Other Services
i) HCUS shall also properly and timely perform those other Services not identified above that are identified on the applicable executed Configuration Quote.

3) **Customer Responsibilities:**

a) Customer shall provide network (local and wide area networks) connectivity to Cloud Services.

b) Customer shall designate, at a minimum, a single contact and keep current as the sole point of communication with HCUS for purposes of planning, implementation, and testing. The clinical resources, networking resources, and IT resources from the Customer facility are required for the aforementioned. Additionally, the Customer shall make its internet service provider(s) available as needed for troubleshooting when requested by HCUS. Customer shall coordinate the internet service provider engagement on Customer's behalf.

c) The Customer agrees to cooperate with HCUS support personnel to address any and all Data transmission failures between Customer on premise environment and HCUS's Cloud Services environment.

d) Customer shall, at its cost, maintain a connection to the Internet of sufficient bandwidth with connection speeds and latency appropriate for the services provided by HCUS Cloud Services. Customer is responsible for providing network equipment that meets HCUS Cloud security standards for encryption and transmission between the facility and HCUS's Managed Cloud locations.

e) Should additional network connections to third parties not described in this agreement be needed to provide the HCUS Cloud Services solution, Customer must maintain BAA's with those entities and provide documentation of such upon request to HCUS. Written consent of the Customer will be required when connectivity to an HCUS managed Cloud is requested. Customer/Third Party is responsible for providing network equipment that meets HCUS Cloud security standards for encryption and transmission between the facility and HCUS's managed Cloud. Additional network connections may be subject to additional service fees.

f) Customer shall provide reasonable notice for networking changes impacting the connection to the HCUS Cloud. Routine changes are to be made during the week, excluding Friday's and HCUS observed Holidays.

g) End of support software versions, whether provided by HCUS, Customer or any third party will not be allowed in conjunction with HCUS Cloud Services.

h) Customer is responsible to facilitate the upgrades of software versions identified by HCUS as approaching end of life and/or end of support.

i) Customer is responsible for the administration of all systems, software or services not provided by HCUS.

j) Customer will perform all duties that pertain to the clinical administration of the System, including but not limited to: (i) resolving anomalies such as image reallocation and Study reallocation, (ii) performing quality control procedures; (iii) training users; and (iv) managing user access levels.

k)   Each of Customer's employees, agents or representatives, including but not limited to Customer's System administrator authorized to perform clinical services, shall have the proper skill, training and background to administer the System.

l) Customer is responsible for delegation of least privilege access to Customer's user base. Customer will adhere to industry best practices with regards to authentication, as well as any additional requirements set forth by HCUS as required by HIPAA, the HITECH Act or other applicable federal or state laws. This includes but is not limited to, unique login, complex passwords, reuse policy and an expiration policy. Customer will notify HCUS immediately when user account access must be terminated if services are hosted in the HCUS Managed Cloud.

m) If HCUS recommends or requires hardware or software to be placed at Customer's premise in order to support the Cloud Services, Customer will maintain anti-virus and validated Windows updates on these systems on a regular schedule (not to exceed monthly).

4) **Data Loss:**

a) With respect to Cloud Services, HCUS is providing such services in combination with Amazon Web Services (AWS) data storage services for Data provided by Customer and shall have no obligation with respect to the loss of such Data, except as specifically set forth in this Addendum or the Agreement.

5) **Ownership, Access, and Availability of Data:**

a) Customer shall maintain all ownership rights of the Data and HCUS will return all Data to Customer upon written request by Customer pursuant to the terms of Section 5 of the Agreement.

b) Subject to the terms of this Addendum and the Agreement, all Data stored in HCUS' Cloud Services will be maintained in accordance with all applicable then-current HIPAA/HITECH requirements and all other applicable Federal and State laws, rules, and regulations.

c) Data will be kept on HCUS's Cloud Services until removal is requested by Customer or termination of the Agreement. Request for return of Data shall be made in writing by an authorized representative of Customer and shall specify the Data to be removed. Return of Data upon termination of the Agreement shall be made pursuant to the terms of Section 5 of the Agreement.

6) **Exclusion from Cloud Services:**

a) Cloud Services include only the services specifically set forth in this Schedule C and do not include Support Services, on-site Services and systems, application support, or other services not described in this Agreement. Cloud Services shall not include: (i) services with respect to any modification made to a System or any component thereof other than by HCUS; (ii) necessary repairs caused by Customer's use of the System other than in accordance with the terms of this Agreement and the Documentation; (iii) loss of Data due to changes initiated by Customer; (iv) damage caused by the negligence or willful misconduct of Customer's employees, agents or invitees; (v) electrical work external to the System; or (vi) damage to the System resulting from relocation by Customer (other than in the ordinary course of business).