TERMS AND CONDITIONS OF USE FOR MYRIAN MEDICAL IMAGING SOFTWARE®

1. PRESENTATION OF MYRIAN MEDICAL IMAGING SOFTWARE

1.1 INTRASENSE (**"INTRASENSE"**), a public limited company with share capital of €2,613,100.75, registered in the MONTPELLIER Trade and Companies Register under number 452 479 504, headquartered at 1231, avenue du Mondial 98, 34000 MONTPELLIER, publishes and markets a French version of medical imaging software called Myrian®.

VAT number:
FR 57 452 479 504.

INTRASENSE can be contacted at the following address:

- By post, to the following address INTRASENSE, 1231, avenue du Mondial 98, 34000 MONTPELLIER.
- By e-mail to: support@intrasense.fr
- By phone, on :
  +33 (0) 4 67 130 134

The publication manager is Mr Nicolas REYMOND.

INTRASENSE publishes and markets a French version of a medical imaging software called Myrian®, as well as all its optional modules, files, data and associated materials (the **"Software"**).

The Software is accessible "*on premise*", its hosting being taken care of by the purchaser (the **"User"**) on a dedicated server (the **"Server"**) that the latter already has within his information system, or that he wishes to acquire from INTRASENSE.

Depending on the User's needs, the Software may be sold on its own or with the following components and services:

- Remote connection software (DaaS type) ;
- Third-party software distributed by the Vendor and technically linked to the Software to provide additional functionality.
- Specific integrated functionalities (artificial intelligence, etc.) ;
- Server ;
- Installation and setup ;
- Training of the User and/or his staff.

1.2 Use of the Software is governed by these General Terms and Conditions of Use (hereinafter referred to as the **"TCU"**).

1.3 Any additional service or option related to the use of the Software, made available to the User, will be subject to separate special conditions of use which will be fully applicable to it.

1.4 Thus, the GCU and, if applicable, the separate special conditions of use, written in French, determine the contractual framework of the relationship between INTRASENSE and its Users for the use of the Software and, if applicable, any additional services or options related thereto.

2. ACCEPTANCE OF TCU

2.1 The provision of the Software is intended exclusively for professional customers, i.e. individuals and legal entities acting within the scope of their professional activity. This includes private companies, public institutions, associations, liberal professions, self-employed workers, acting exclusively for their professional needs, to the exclusion of consumers and non-professionals within the meaning of Ordinance n°2016-301 of March 14, 2016.

The User also acknowledges that he/she has the skills and material resources required to use the Software.
2.2 The User agrees to abide by the terms of these GCU.

2.3 Any use, installation or transmission of the Software that does not comply with the GCU is prohibited.

2.4 Subscription and access to the Software are strictly subject to the prior acceptance, without restriction or reservation, of these GCU.

3. TECHNICAL PREREQUISITES

The technical requirements for using the Software are detailed in **Appendix 1**.

4. SESSION AND USER PROFILE

The Software may be installed (i) on a computer terminal (hereinafter the "**Terminal**"), in "standalone" mode or (ii) on a Server, with remote access via a Terminal, and the use of a "Citrix" license (or equivalent).

4.1 In standalone mode, and by default, the Software does not require a password, and can be launched directly once the User has opened his/her own Windows session (with his/her own login/password combination).

The software then retrieves the identifier of the person concerned via the "Active Directory" service.

There can therefore be several User accounts on a single Terminal, with identification either via the Windows session (and therefore via the Active Directory service), or with login/password management provided directly by the Software. In both cases, there is a profile for each User at one of three levels: observer, operator, or administrator.

4.2 In the case of a Server installation, for which the number of simultaneous Users is defined in the license, Active Directory identification is used systematically.
4.3 The process for accessing a user session and creating a User profile is detailed in the user documentation provided with delivery of the Software, in accordance with its general terms and conditions of sale (the "**GTC**").

5. SOFTWARE LIMITATIONS

5.1 The Software is a medical device. It is not intended to substitute for the skill and judgment of a qualified medical practitioner. Consequently, the Software should only be used by personnel properly trained in the functions, capabilities, and limitations of the Software.

5.2 The Software is CE certified and complies with the requirements issued by Regulation (EU) 2017/745 of the European Parliament and of the Council of 5 April 2017 concerning medical devices.

5.3 In addition to its certification in EU member countries, the Software meets, as of the date hereof, the regulatory requirements (certification or registration) of the United States, China, Japan, Malaysia, Russia, Serbia, Brazil, and Taiwan, authorizing its use as an aid to medical diagnosis in these areas.

For any other country where the use of medical devices is regulated, the User undertakes not to use the Software for diagnostic purposes.

5.4 In general, use of the Software must not violate national and international laws and regulations.
5.5 The User undertakes to scrupulously respect INTRASENSE's rights to the Software.
5.6 IMPORTANT WARNINGS:

The Software may not be used as an aid to medical diagnosis by Users who have not complied with the order process set out in the GTC and, where applicable, accepted and signed said GTC.

Failure to comply with these stipulations, which are essential to preserve INTRASENSE's rights to make the Software available, will entitle INTRASENSE to immediately suspend the provision of the Software to the offender, without reimbursement or compensation.

5.7 The User is aware of the limitations on the accuracy and validity of data displayed, printed, or exported from the Software. The quality of the data processed by the Software depends directly on the quality of the input data, the User's interaction with such data, the quality, characteristics, and settings of the display or printing device, and the need to interpolate the data for display.

Even though the Software has been intensively examined and tested by INTRASENSE, Users know it is by nature impossible to fully test software, and that anomalies may remain or arise due to its use under conditions of use. Such faults could result in measurement, display or patient identification errors.

The Software saves images from medical examinations, combined with information identifying patients, in its local database, as well as for export. Although encrypted or protected, it is important to protect this data from access by unauthorized persons.

5.8 Users should be aware that certain display technologies employed in the Software make use of interpolated data. These data are created by the Software based on the original data. Interpolated data may give the appearance of healthy tissue in situations where the pathology is

close to or smaller than the resolution used for acquisition by specialized medical equipment.

Occasionally, interpolated data may also include artifacts that should not be interpreted as true pathology.

The image album function is designed to store images with their annotations, and thus provide a qualitative view of the data: these images should never be used for primary diagnosis.

5.9 Myrian® software is not suitable for use in mammography in the USA and China. Lossy compressed mammography images and digitized films should not be used as the first line of interpretation. In the U.S., mammography images may only be interpreted using an FDA-approved monitor with a resolution of at least five (5) megapixels, and which meets other technical specifications approved by the FDA (*Food and Drug Administration*).

5.10 INTRASENSE grants its User a private, non-transferable, non-collective and non-exclusive right to use the Software. Consequently, the User is prohibited from reproducing, modifying, altering, transforming, or arranging, broadcasting, publishing, distributing, conceding, transferring, or otherwise making available to a third party all or part of the Software on any medium and by any process, unless expressly authorized by INTRASENSE or the holders of the rights to the element in question.
5.11 The User undertakes to:

- Do not reverse engineer, derive, disassemble, or decompile the Software and, in general, do not reconstitute, reproduce, or transpose its functionality.
- Do not misappropriate or make commercial use of the Software unless you have obtained INTRASENSE's prior written consent.
- Do not interfere with software operation.
- Do not use the Software in an abusive, excessive, or otherwise inappropriate or harmful manner.
- Do not engage in or encourage any behaviour that would harm or reflect negatively on INTRASENSE or the Software.

Should the User fail to comply with these rules, he or she may be held civilly and criminally liable, for counterfeiting.

6. DESCRIPTION OF SOFTWARE OPERATION

Software functions can be marketed as individual modules.

The User has *at least* the basic functions of a viewer, and depending on his needs, the User may have access to advanced functionalities for dedicated use.

Functionality is made available to the user via the activation process.

The range of functionalities available comprises the following commercial references listed in **Appendix 2.**

7. AVAILABILITY AND MODIFICATION OF THE SOFTWARE - LIABILITY

7.1 INTRASENSE will do its utmost to ensure the proper functioning of the Software 24 hours a day, 7 days a week. In this respect, INTRASENSE is only bound by an obligation of means.

However, INTRASENSE reserves the right to make any modifications and improvements to the Software that it deems necessary in the light of technical developments.

7.2 Thus, for reasons of maintenance, security, testing, repair, or any other nature, related to the improvement and operation of the Software, its use may be temporarily interrupted by INTRASENSE, without prior notice. INTRASENSE alone will decide whether to grant compensation to the User in the event of interruption of the Software.

The User, aware of these limitations, releases INTRASENSE from any liability in this respect, and waives any claim and/or proceedings against it as a result.

7.3 INTRASENSE shall not be held liable in the event of force majeure as provided for by law, or in the event of non-performance or improper performance of the Software, which is not directly attributable to INTRASENSE, but which is attributable to the User or a third party.

7.4 INTRASENSE makes every effort to ensure the compatibility, perfection, and stability of its Software. In this respect, INTRASENSE is only bound by an obligation of means.

In general, the User acknowledges and accepts that:

- The Software is provided "as is";
- Use of the Software is at the sole responsibility and risk of the User.
- INTRASENSE shall not be held liable for any use of the Software that does not comply with these TCU.
- INTRASENSE shall not be held liable for any direct, indirect, incidental, or consequential damages, loss of data or profits arising out of or in connection with the use or non-use of the Software, negligence or any other reason related to the Software.

7.5 INTRASENSE shall in no event be liable for any malfunction of the Software. Indeed, the User acknowledges that the Software is not intended to replace the skill and judgment of a qualified medical practitioner and should only be used by personnel who have been properly trained in its use and informed of its capabilities and limitations.

7.6 In general, INTRASENSE shall not be held liable if the User is unable to access all or part of the Software due to any technical defect or problem, including, but not limited to, related to:

- Network congestion,
- Internet service provider failure,
- Incompatibility with certain computer equipment and/or functions,
- Human or electrical error,
- Any malicious intervention,
- Failure and/or congestion of telephone connections.

7.7 The User guarantees INTRASENSE against any request, claim and/or condemnation to damages of which it could be threatened or be the object, and/or which could be pronounced against it since these would have as cause, base or origin, the violation by the User of the present GCU, of the legislative and regulatory provisions in force, would result directly or indirectly from the actions of the User, or would emanate from the users/partners of the User.

7.8 The User acknowledges and accepts that the malfunction of the Software, or the impossibility of using it for reasons other than repair or maintenance operations, only entitles him to claim compensation from INTRASENSE after an interruption of more than 5 working days.

In any event, if INTRASENSE is held liable for the provision of the Software, INTRASENSE's liability, whatever the cause, shall not exceed the purchase value.

8. PRIVACY POLICY

While using the Software, the User may be required to collect and process personal data within the meaning of the General Regulation on the Protection of Personal Data (the "**RGPD**") and Law no. 78-17 of January 6, 1978, relating to data processing, files and freedoms as amended (the "**Data Processing and Freedoms Law**") (the "**Personal Data**").

The User undertakes to collect and process Personal Data in accordance with the regulations in force, and in particular the RGPD and the French Data Protection Act (Loi Informatique et Libertés).

9. INTELLECTUAL PROPERTY

9.1 The Software is protected by French and international copyright and intellectual property laws and belongs to INTRASENSE. The User must therefore strictly comply with the limitations and prohibitions set forth in Article 5 above.

9.2 The User is informed that INTRASENSE reserves the right to block the User's access to the Software, in the event of any breach by the User of the rules for use of the Software, or infringement of rights relating to the Software.

10. REVIEW

INTRASENSE reserves the right to modify, add and/or delete certain rules provided by the TCU. The User will then be notified by any means. Nevertheless, the applicable TCU will be those accepted at the time of purchase of the Software.

However, any legislative or regulatory provisions, which would make it necessary to modify all or part of these GCU, will be applicable from their date of entry into force.

11. PENALTIES / TERMINATION

11.1 In the event of breach by the User of one or more of the provisions hereof, INTRASENSE reserves the right to terminate or restrict, without any warning and at its sole discretion, the use of and access to the Software, without any compensation.

11.2 INTRASENSE and/or its assignees may take appropriate action, including civil and criminal prosecution, against the offender.

11.3 INTRASENSE may thus terminate the license to use the Software, with or without warning, and with or without prior notice, and initiate all legal proceedings, in the event of non-compliance by the User with the rules set forth in the TOU and, in particular in the event of:

- Non-compliance with the conditions of access and use of the Software:
- Failure to pay in accordance with the provisions of the GTCS.
- Fraudulent payment ;
- Non-performance by the User of any of the obligations defined herein.
- Violation or suspected violation of intellectual property rights relating to the Software.
- Fraud or presumption of fraud in the use of the Software.

12. MISCELLANEOUS PROVISIONS

12.1 If any term or condition of the TOU is held to be illegal, invalid or unenforceable under any national law, such term or condition shall be severed without prejudice to the enforceability of any remaining provisions.

12.2 No act, delay in acting or any other attitude, whether passive or active, on the part of either Party, shall be deemed to constitute for that Party a waiver of any of the rights and actions of which it is a creditor under the GCU, unless such waiver is evidenced in writing signed by a duly authorized representative.

12.3 In the event of contradiction between the title of a clause and the content of the same clause, the content of the said clause shall prevail.

13. LIFETIME OF THE MYRIAN MEDICAL DEVICE AND ITS ADDITIONAL SERVICES AND OPTIONS

The lifetime of a major version of the Myrian medical device and its additional services and options is set at three (3) years.
Once this period has elapsed, the software version is considered obsolete and must no longer be used for clinical purposes. Intrasense declines all responsibility for clinical use after the expiration of its lifetime.
We recommend contacting customer support at least three (3) months before the end-of-life date of your device to schedule a software upgrade.

14. APPLICABLE LAW - DISPUTES

14.1 The GCU shall be governed by and construed in accordance with the laws and regulations of France.

14.2 Only the French language version of the contractual documents will be binding on the Parties and will prevail in the event of a dispute. Translated versions are provided for information purposes only.

14.3 If a dispute relating to the formation, validity, performance, or interpretation of the GCU, the Parties will attempt to resolve their dispute amicably.

14.4 If the Parties fail to resolve their dispute amicably within two (2) months, jurisdiction is given to the Montpellier Commercial Court.

APPENDIX 1 : TECHNICAL REQUIREMENTS

See Myrian® Standalone System requirements on the Intrasense website (www.intrasense.fr)

APPENDIX 2: DESCRIPTION OF SOFTWARE FEATURES

Myrian® is a medical software suite. Functionalities can be packaged, licensed, and marketed as individual modules.

At a minimum, the user uses Myrian® platform, which provides all the basic functions of a viewer, and depending on his needs, the user can have access to advanced features for dedicated use. Features are made available to the user through the activation process.

Myrian® software suite range is composed of the following commercial references:

Device commercial reference	Description
Myrian® Platform	Tools and applications dedicated to the reading of multimodalities images
Myrian® XM-CT	Tools and application dedicated to visualization and analysis of CT images.
Myrian® XM-NM	Tools and application dedicated to the reading of PET/CT and NM/CT images
Myrian® XM-MR	Tools and application dedicated to visualization and analysis of MR images.
Myrian® XM-MG	Tools and application dedicated to the visualization and analysis of mammography and tomosynthesis images
Myrian® XP-Liver	Tools and application dedicated to visualization and analysis of CT images.
Myrian® XP-Cardiac CT	Module for coronary vessel and calcification visualization and analysis.
Myrian® XP-Lung	Module for lung analysis and volume quantification.
Myrian® XP-Lung Nodule	Module for lung nodule volumetric measurement and follow-up.
Myrian® XP-Colon	Module for virtual colonoscopy.
Myrian® XP-Breast	Module for reading and interpreting breast MRI studies with BI-RADS report.
Myrian® XP-Prostate	Module for reading and interpreting prostate MRI studies with PI-RADS report
Myrian® XP-FemalePelvis	Module for reading and interpreting female pelvis MRI studies.
Myrian® XP AbdoFat	Module for the quantification of abdominal fat.
Myrian® XP-Vessel	Module for vessel CT visualization and analysis.
Myrian® XP-Oncology	Module for oncology follow-up
Myrian® XP-BrainPerfusionCT	Module for visualization, and analysis of parametric maps allowing the study of the hemodynamic parameters of the cerebral parenchyma
Myrian ® XP-Dental	Module for the visualization and analysis of medical image derived from ConeBeam CT and CT scans of the jaw

Myrian® 2.12 is CE marked under the European Regulation 745/2017.