TERMS OF USE FOR LIFLOW MEDICAL IMAGING SOFTWARE

1. PRESENTATION OF THE SOFTWARE

1.1 The company The Vendor (**"Vendor"**), a public limited company with capital of 2,613,100.75 euros, registered in the MONTPELLIER Trade and Companies Register under number 452 479 504, with its registered office at 1231, avenue du Mondial 98, 34000 MONTPELLIER, publishes and markets a medical imaging diagnostic software called LIFLOW, as well as all its additional services and options, files, data and associated materials (the **"Software"**), on which it grants license rights to healthcare professionals (hereinafter "**Users**").

Depending on the User's requirements, 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 in order to provide additional functionality;
- Specific integrated functionalities (artificial intelligence, etc.) ;
- Server ;
- Installation and configuration ;
- Training for the User and/or his staff.

1.2 Use of the Software is governed by these terms of use (hereinafter referred to as the **"TOS"**).

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.

2. ACCEPTANCE OF THE GGU

2.1 The Software is made available exclusively to professional customers, i.e. natural and legal persons acting in the course of their professional activity, acting as healthcare professionals.

The User also acknowledges that he/she has the necessary skills and material resources to be able to use the Software.

2.2 The User undertakes to comply with the terms of these TOS.

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

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

3. TECHNICAL REQUIREMENTS

The technical requirements necessary to use the Software are detailed in **Appendix 1**.

4. SESSION AND USER PROFILE

4.1 The Software may be accessed from a computer terminal (hereinafter the "**Terminal**") that has the necessary technical requirements for the Software to function properly and that has Internet access.

4.2 The Software requires login credentials ("Username" and "Password") to open the user session. These credentials are initially provided by the Vendor, and the user will be prompted to personalize them during the first login to the Software.

4.3 The process for accessing a user session and creating a User profile is detailed in the user documentation provided upon delivery of the Software, in accordance with its End Client Terms and Conditions of Sales (the "TCS").

5. USER LICENSE

5.**1 License's scope.** The Vendor grants its User a private, non-transferable, and non-exclusive right to use the Software. Consequently, the User is prohibited from reproducing, modifying, altering, transforming, arranging, distributing, publishing, granting, transferring, or otherwise making available to a third party all or part of the Software

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on any medium and by any means, except with the express authorization of The Vendor or the holders of the rights to the element in question.

5.2 Usage Limitations. The Software must not be used for medical diagnostic assistance by Users who have not followed the ordering process indicated in the TCS and, if applicable, accepted and signed the said TCS. Non-compliance with these stipulations will authorize The Vendor to immediately suspend the availability of the Software to the User, without refund or compensation.

The User specifically agrees to:

- Not reverse-engineer, perform reverse engineering, derive, disassemble, or decompile the Software and, generally, not reconstruct, reproduce, or transpose its functionalities.
- Not divert or make commercial use of the Software unless prior written agreement has been obtained from The Vendor.
- Not disrupt the operation of the Software.
- Not use the Software in an abusive, excessive, or otherwise inappropriate or harmful manner.
- Not adopt or encourage behavior that would harm or negatively reflect on The Vendor or the Software.

6. SOFTWARE'S COMPLIANCE

6.1 The Software is not intended to replace the expertise and judgment of a qualified healthcare professional. Therefore, the Software should only be used by personnel who are properly trained in the functions, capabilities, and limitations of said Software.

6.2 The Software is CE certified and complies with the requirements set forth by Regulation (EU) 2017/745 of the European Parliament and of the Council of 5 April 2017 on medical devices.

6.3 The Software certification is limited to EU member countries. For any other country where the use of medical devices is regulated, the User undertakes not to use the Software for diagnostic purposes.

6.4 Generally, the use of the Software must not violate national and international regulations and laws.

7 LIMITATION OF WARRANTY

7.1 The quality of the data processed by the Software depends on the quality of the input data, the User's interaction with this data, the quality, characteristics, and settings of the display or printing device, and the necessity to interpolate data for display purposes. Even though the Software has been reviewed and tested by The Vendor, Users are aware that it is inherently impossible to fully test software, and anomalies may persist or arise due to its use under specific conditions. These defects could therefore result in measurement, display, or patient identification errors.

7.2 The Software saves images from medical examinations combined with patient-identifying information in its local database. Although encrypted or protected, Users are responsible for protecting this data from unauthorized access. Users are informed that certain display technologies used in the Software employ interpolated data. This data is 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 during acquisition by a specialized medical device. Occasionally, interpolated data may also include artifacts that should not be interpreted as true pathology.

7. OPERATION OF THE SOFTWARE

Some of the functionality of the Software may be marketed in the form of Services and Additional Options.

Some of the Software's features may be commercialized as additional services and options.

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The User has at least the basic functions of a viewer and an interpretation guide dedicated to oncology and "TAP scan" type examinations, and depending on their needs, the User may have access to advanced features for dedicated use.

The features are made available to the User through the activation process.

The range of accessible features is listed in Appendix 2.

8. AVAILABILITY AND MODIFICATION OF THE SOFTWARE - LIABILITY

8.1 The Vendor shall make every effort to ensure the proper functioning of the Software 24/7.

8.2 Thus, for reasons of support, updates, security, testing, repair, or any other nature related to the improvement and operation of the Software, its use may be temporarily interrupted by The Vendor without prior notice. The Vendor alone will decide whether or not to grant compensation to the User in the event of a Software interruption.

The User, being informed of these limitations, releases The Vendor from any liability in this regard and waives any claims and/or legal actions against it as a result.

8.3 The Vendor shall not be held liable in cases of force majeure as provided by law, or in the event of non-performance or poor performance of the Software that does not directly result from the Vendor, but from the User or a third party.

8.5 The User acknowledges and accepts that:

- The Software is provided "as is";
- The use of the Software is under the full responsibility and at the sole risk of the User;
- The Vendor disclaims any liability in the event of use of the Software that does not comply with these TOS;
- The Vendor shall not be held liable for any damages, whether direct or indirect, including loss of profits, loss of, or corruption of data, loss of software availability, arising from the use or non-use of User's use of the Software.

8.6 The User acknowledges that the Software is not intended to replace the expertise and judgment of a qualified healthcare professional and shall only be used by personnel who have been properly trained in its use and informed of its capabilities and limitations.

8.7 The Vendor shall not be held responsible 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:

- Network congestion,
- Failure of Internet service providers,
- Incompatibility with certain equipment and/or features of their computer hardware,
- Human or electrical error,
- Any malicious intervention,
- Failure and/or congestion of telephone connections.

8.8 The User guarantees the Vendor against any claims, demands, and/or damages that it may be threatened with or subjected to, and/or that may be pronounced against it, provided that these have as their cause, basis, or origin, the User's violation of these TOS.

Vendor's liability, all causes combined, shall not exceed, in total, the amount paid by the Client under the Agreement in the twelve (12) months preceding the generating event.

Furthermore, in accordance with the provisions of Article 2254 of the Civil Code, no legal action aimed at engaging the Vendor's civil liability can be brought more than one (1) year after the date of the occurrence of the damage.

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9. DATA PROTECTION

In the context of using the Software, the User may be required to collect and process personal data within the meaning of the General Data Protection Regulation ("GDPR") (the "Personal Data").

9.1 The Vendor as "Data Controller"

The User is invited to consult the Vendor's privacy policy available on its website: https://intrasense.fr/fr/.

The User has the right to object, access, rectify, and delete personal data concerning them, as well as the right to object, under the conditions provided by GDPR, at the following email address: dpo@intrasense.fr.

9.2 The Vendor as "Processor"

For providing the Software and related services, the Vendor will act as a processor, and the Client as a Controller, within the meaning of, and in compliance with GDPR.

In accordance with Article 28(3) of GDPR, the processing entrusted to the Vendor shall be governed by an agreement binding to the Vendor to the User, defining the purposes and duration of the processing, the type of personal data and categories of data subjects, and the obligations and rights of the both parties. Such agreement is appended to the End Client Terms and Conditions of Sales.

10. INTELLECTUAL PROPERTY

10.1 The Software is protected by French and international copyright and intellectual property laws. Nothing is these TOS shall be interpreted as transferring intellectual property rights of the Software to the User.

10.2 The User is informed that INTRASENSE reserves the right to suspend their access to the Software in the event of any breach of the Software usage rules or infringement of the rights related to the Software.

11. REVIEW

The Vendor reserves the right to modify the TOS. The User will then be informed by any means. Nevertheless, the applicable TOS will be those accepted at the time of purchase of the Software.

However, any legislative or regulatory provisions that make it necessary to modify all or part of these TOS will be applicable from the date they come into force.

12. PENALTIES / TERMINATION

12.1 In case of breach by the User of one or more of the stipulations herein, the Vendor reserves the right to terminate or restrict, without any prior warning and at its sole discretion, the use and access to the Software, without any compensation.

11.2 The Vendor may thus terminate the licence to use the Software, with or without prior warning, and with or without prior notification, and initiate all legal proceedings, in the event of non-compliance by the User with the rules set out in the TOS and, in particular, in the event of :
:

- Failure to pay in accordance with the provisions of the End User Terms and Conditions of Sale;
- Fraudulent payment ;
- Non-performance by the User of any of the obligations defined herein;
- Infringement or presumed infringement of intellectual property rights relating to the Software ;
- Fraud or presumption of fraud in the use of the Software.

13. MISCELLANEOUS PROVISIONS

12.1 If any of the terms or conditions of the TOS are held to be illegal, invalid or unenforceable under any national law, such term or condition shall be

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severed without prejudice to the enforceability of the remaining provisions.

12.2 No act, delay in taking action or any other attitude, whether passive or active, on the part of one of the Parties shall be deemed to constitute a waiver by that Party of any of the rights and actions to which it is entitled under the TOS, unless such waiver is evidenced in writing signed by a duly authorised representative.

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

13. APPLICABLE LAW - DISPUTES

13.1 The TOS are governed and interpreted by French laws and regulations.

13.2 In the event of a dispute relating to the formation, validity, performance or interpretation of the TOS, the Parties will attempt to resolve their dispute amicably.

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

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APPENDIX 1: TECHNICAL REQUIREMENTS

Link to the website

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APPENDIX 2: DESCRIPTION OF SOFTWARE FUNCTIONS

Liflow® functionalities

Liflow is a cloud software solution dedicated to the interpretation of oncological imaging examinations. It allows the automatic detection of lung and liver lesions on imaging examinations thanks to the integration of AI algorithms in a single interface.

Thanks to the tracking of lesions over time on current and past exams, the solution simplifies follow-up of oncology examinations and the radiologist's workflow by automating tasks, by guiding the radiologist through the different stages of the interpretation review and by simplifying the production of a structured radiological report and RECIST 1.1 evaluation criteria.

Features	
Image display	CT compatible
	Automatic windowing adapted to the anatomical region
	Zoom, pan translation, navigation, windowing with presets
	MPR mode: orthogonal and oblique with MIP configuration
	Patient navigation panel: Drag & Drop series / studies in viewports
	Thumbnail preview / Access to anteriorities
	Series synchronization
	Automatic capture of key images
	Dual screen display
	Customizable viewports workspace
	Drag & drop exam and series opening
Tools	Arrow annotation tool
	Measurement tools: Length & Bi-directional measurement tools
	Lung nodule segmentation
Oncology	Pulmonary lung nodule segmentation and measurement
	Automatic long axis, short axis, and volume measurement for lung nodules
	Automatic volume doubling time calculation for lung nodules
	Table of oncology follow-up lesions with all the lesions measurements at the different time points of the follow up
	Automatic calculation of RECIST 1.1 criteria
	Baseline & Nadir tags
	Easy pairing & follow-up of lesions through patient examinations
Interpretation guide dedicated to oncology CT-TAP examinations	Anatomical & organ sections dedicated to interpretation
	Creation of bricks dedicated to an annotation or a lesion or an AI result
	Application of an automatic windowing dedicated to the interpretation of the organ or anatomical zone
	Easy navigation through annotations or ROI one click display
	Individual management of the display of annotations, ROIs and AI results
	Easy choice of lesion type for oncological follow-up (Target, Non- target, New, Other)
AI	Automatic detection of lung nodules (solid, part-solid, ground glass) (MeVis)
	Automatic detection and volume segmentation of focal liver lesions (DUOnco Liver - Guerbet)
	AI status badges

LIFLOW® 2.0 is CE marked in accordance with European regulation 745/2017.