TERMS OF USE OF THE SOFTWARE MYRIAN®

1. PRESENTATION OF THE SOFTWARE

1.1 INTRASENSE ("**INTRASENSE"),** a company registered at the Trade and Companies Register of Montpellier under the number 452 479 504, having its registered office at 1231, avenue du Mondial 98, 34000 MONTPELLIER, designs, publishes and markets medical imaging software named Myrian® and its optional modules, files, data and associated hardware (the **"Software").**

The Software is made either "on premise" or on SaaS-mode, hosted by the user of the Software (the **"User"**) on a dedicated server (the **"Server")** installed on User's information system.

The Software's license is sold with or without the following components and services:
- Maintenance services as described in the TCs and/or STCs;
- Third-party software distributed by INTRASENSE and technically linked to the Software to provide additional features;
- Specific integrated features (artificial intelligence, etc.), governed by the Special Terms of Sales ("STCs");
- Server;
- Installation and configuration;
- Training for the User.

1.1 Use of the Software is governed by these Terms of Use (hereinafter referred to as the **"ToU"),** the TCs and its appendices, STCs, if any, and the Quotation (together, the "Agreement")**.**

1.2 Any additional service or option linked to the use of the Software, made available to the User, will be subject to separate special conditions of use.

1.3 The version of the ToU in force is the latest version available on the Intrasense website https://www.intrasense.fr/fr/.)

2   ACCEPTANCE OF THE ToU

2.1 The Software is made available exclusively to healthcare professional customers, in the framework of their professional activities.
The User hereby acknowledges that it has the skills and material resources required to use the Software and undertakes to use the Software in accordance with the ToU and the Agreement.

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

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

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

4   SESSION AND USER PROFILE
4.1 The Software may be installed (i) on a computer workstation (hereinafter the "Workstation"), in "standalone" mode or (ii) on a Server, with remote access via a Workstation, through of a Citrix licence (or equivalent).
4.1 Several User accounts may co-exist on the same Workstation, either via identification, or via the Windows session (and therefore via the Active Directory service), or with login/password management provided directly by the Software. In both cases, each User has a dedicated profile. Three access levels are available to be defined by the User: reader, operator and administrator.

4.2 In the case of a Server installation, for which the number of simultaneous Users is defined in the Quotation, identification is carried out via the User's Active Directory.

4.3 The process for accessing a User session and creating a user profile is detailed in the user documentation supplied with the delivery of the Software, in accordance with the TCs**.**

5 LIMITATIONS OF USE

5.1 The Software may only be used (a) to assist in medical diagnosis; (b) by authorised Users and, (c) provided that the order has been placed in accordance with the Agreement.

5.2 The Software is a medical device. It is not intended to replace the judgment of a healthcare professional. Consequently, the Software must only be used by Users duly trained for its use and informed of the capabilities and limitations of the Software.

5.3 The Software is CE certified and complies with the requirements issued by Regulation (EU) 2017/745.

5.4 In addition to its certification in the EU member states, the Software meets the regulatory requirements (certification or registration) of the United States, China, Japan, Malaysia, Russia, Serbia, Brazil and Taiwan, authorising its use as an aid to medical diagnosis in such countries. For any other country where the use of medical devices is regulated, the User undertakes not to use the Software for diagnostic purposes. The Software is not suitable for use in mammography in China. Lossy compressed mammography images and digitised films must not be used as the primary medium for interpretation.

5.5 In this respect, it is the sole responsibility of the Client, as a healthcare professional, to provide the necessary information to the patients and obtain their consent prior to the use of the Software.

5.6 Non-compliance with the ToU may entitle INTRASENSE to immediately suspend the provision of the Software and/or Additional Services and Options to the User, without reimbursement or compensation.

6 LIMITATION OF LIABILITY; WARRANTY

6.1 The User acknowledges the limits of the accuracy and validity of the data displayed, printed or exported from the Software. The accuracy and reliability of the data processed by the Software are contingent upon the quality of the input data, the User's engagement with such data, the specifications, characteristics, and configurations of the display or printing device, and the necessity to interpolate data for display purposes.

6.2 User acknowledges and accepts that the Software is provided "as is". To the extent permitted by law, and unless otherwise specified in the Agreement, INTRASENSE disclaims all warranties with respect to the Software and the Documentation, including in respect of the performance or use thereof whether arising by statute or otherwise in law, and whether express or implied, including, without limitation, non-infringement and any implied warranties or conditions of merchantability, integrity, accuracy of informational content or of the data generated from the use of the software).

6.3 The quality of the data processed by the Software and/or Additional Services and Options is contingent upon the quality of the input data, User's interactions with such data, the quality, characteristics, and settings of the display or printing device, and the necessity to interpolate the data for display. Despite thorough examination and testing by INTRASENSE, the User acknowledges the inherent limitations of exhaustive testing, emphasizing the

possibility of residual anomalies arising from its use. These defects could therefore result in errors in measurement, display, or patient identification.

6.4 Some display technologies included within the Software utilize interpolated data. This data is created by the Software based on the original data. The interpolated data may create the impression of healthy tissue in situations where the pathology is close to or smaller than the resolution used when acquiring images with a specialized medical device. Interpolated data may also include artifacts that should not be interpreted as true pathology.

6.5 It is the responsibility of the User, as a qualified and authorized healthcare personnel, to confirm the outputs generated by the Software, including content, diagnostic aids and/or interpretations (hereinafter "Results"). User acknowledges that qualified human supervision is necessary to interpret the Software Results and make a diagnosis. Therefore, INTRASENSE cannot be held responsible for misinterpretations arising from the use and/or Results of the Software and/or Additional Services and Options.

6.6 In any event, the liability of INTRASENSE is limited to the amount paid by the User under the Quotation. INTRASENSE may only be held liable for any damage within one (1) year from the date of the damage.

7. LICENSE; INTELLECTUAL PROPERTY

7.1 INTRASENSE grants the User a non-exclusive, non-transferable right to use the Software. The User shall not reproduce, modify, altere, transform or arrange, disseminate, publish, distribute, concede, transfer or otherwise make available to a third party all or part of the Software on any medium and by any means whatsoever, without the authorisation of INTRASENSE or the holders of the rights hereof.

7.2 The User shall not:

- reproduce the Software made available, in whole or in part, by any means and in any form, either permanently or temporarily;
- translate, adapt, arrange or modify the Software, export it or merge it with any third computer software;
- make any copy of all or part of the Software, except as authorized herein;
- alter, adapt, in particular by translating, arrange and more generally modify all or part of the Software;
- decompile the Software for the purposes of reproduction not authorised hereunder;
- sell, rent, sub-license, distribute in any way whatsoever, transfer the Software ;
- compile, decompile, disassemble, analyse, reverse engineer Software's source-code or attempt to do so, except to the extent permitted by law.

7.3 NTRASENSE is entitled to intervene on the Software to enable it to be used in accordance with its medical purpose. The license granted herein does not entail any transfer of intellectual property rights to the Software.

8. ACCESS TERMS

The User is entitled to the basic functionalities of a reader by default. Depending on their specific needs, the User may access advanced functionalities through individual modules designed for dedicated

use. These functionalities are made available to the User through the activation process outlined in the Agreement. The scope of available functionalities includes the commercial references listed in **Appendix 1.**

9. SOFTWARE MODIFICATIONS - LIABILITY

9.1 For reasons pertaining to maintenance, security, testing, or any other factors related to the improvement and functionality of the Software, its use may be temporarily suspended by INTRASENSE. In such instances, INTRASENSE will notify the Users. These operations will be conducted, to the extent possible, outside the User's operating hours.

9.2 INTRASENSE shall not be held liable for any damage, whether indirect or direct, caused by the User's equipment or server infrastructure, which remains under the sole and entire responsibility of the User. The User shall take all necessary measures to protect its own data and/or software stored on their computer equipment. The User shall be responsible for the integrity and compliance with applicable regulatory requirements of the diagnostic data hosted by the User on the Software.

9.3 INTRASENSE shall not be held liable for any damages not directly and exclusively resulting from a failure of the Software. Therefore, INTRASENSE shall not be held liable for indirect or unforeseeable losses or damages of the User, Users, or third parties, including but not limited to, loss, inaccuracy or corruption of files or data, loss of revenue or profit, loss of clientele, loss of opportunity, or the cost of obtaining a substitute product, service, or technology.

9.4 INTRASENSE shall be held liable if the User is unable to access or use the Software due to:

- Failure and/or congestion of network, telephone, or electricity connections;
- Failure of Internet service providers;
- Incompatibility with certain computer equipment and/or functions;
- Malicious intervention or intervention that does not comply with the Agreement or to the herein ToU.

9.5 The User shall indemnify and hold INTRASENSE harmless from any claim or damage arising from the violation of these ToU or applicable laws, whether such violations result directly or indirectly from the actions of the User or third parties.

10. SOFTWARE SECURITY

10.1 Upon the installation of the Software within its designated environment, the User covenants to implement and sustain appropriate security measures to safeguard the Software against any unauthorized access, alteration, disclosure, or destruction. The User bears the responsibility to vigilantly monitor potential vulnerabilities within the Software and to apply any patches and security updates furnished by INTRASENSE. In the event of a security incident impacting the Software, the User commits to promptly notify INTRASENSE and to execute any requisite corrective measures as communicated.

10.2 Moreover, INTRASENSE shall not be held liable for the confidentiality and integrity of the User's Data, as such data is hosted on a Server owned and managed by the User. The User assumes full responsibility for the accuracy, integrity, and legality of the data hosted on the Software. INTRASENSE is absolved of any liability in the event of an inability to access the Software due to

issues with the Server.

10.3 The User's connection to the Software and the utilization of all or part of the Software are entirely under the User's purview. It is incumbent upon the User to undertake all necessary steps to maintain such access.

11. DATA PROCESSING

The User undertakes to collect and process Personal Data in accordance with the applicable regulations on the protection of personal data.

For the purposes of providing and maintaining the Software and/or Additional Services and Options, INTRASENSE may process **Personal Data** as a processor within the meaning of European Regulation (EU) 2016/679. Where applicable, INTRASENSE shall process Personal Data in compliance with GDPR and in accordance with the Appendix "Processing of Personal Data" appended to the Agreement.

INTRASENSE may collect and aggregate anonymised data relating to the use of the Software with other data to create aggregated data sets ("Aggregated Data"). INTRASENSE may use Aggregate Data in anonymised form for business purposes, including research and analysis, developing and improving its products and/or software, training and algorithm development, identifying trends, and creating anonymous benchmarks.

12. REVIEW

INTRASENSE may amend these ToU from time to time. In such case, the User will be informed by any means.

13. CANCELLATION

INTRASENSE may end the rights to use the Software and initiate any legal proceedings, in the event of non-compliance by the User with the rules set out in the ToU and, in particular, in the event of:
- Non-compliance with the Documentation (including with the ToU) and/or with the Agreement;
- Failure to pay in accordance with the provisions of the Agreement;
- Fraudulent payment;
- Infringement of INTRASENSE's intellectual property rights.

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

15. APPLICABLE LAW - DISPUTES

The ToU shall be governed and interpreted in accordance with French laws.

APPENDIX 1: DESCRIPTION OF SOFTWARE FUNCTIONS

Myrian® is a medical software suite. The functionalities can be packaged, licensed and marketed in the form of individual modules. The functionalities are made available to the User via the activation process defined in the TOS. The Myrian® software range comprises the following commercial references:

Commercial reference	Description
Myrian® Platform	Tools and applications dedicated to the reading of multimodalities images
Myrian® XM-CT	Tools and applications dedicated to visualization and analysis of CT images
Myrian® XM-NM	Tools and applications dedicated to the reading of PET/CT and NM/CT images
Myrian® XM-MR	Tools and applications 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 applications dedicated to visualization and analysis of CT images
Myrian® XP-LiverMRI	Module for reading and interpreting Liver and abdominal MRI studies
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 structured report
Myrian® XP-Prostate	Module for reading and interpreting prostate MRI studies with structured 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 visualization and analysing of medical images from ConeBeam and jaw CT scans

Myrian® 2.14 is CE marked in accordance with European regulation 745/2017.