



# Demetra Master Services Agreement

This Demetra Master Services agreement ("Agreement") is entered into between Barco NV, company number 0473.191.041, with company address at Beneluxpark 21, 8500 Kortrijk, Belgium, or the Barco Affiliate designated on the Order ("Barco") and the party ordering the Services for its internal use directly from Barco ("Customer") or the Barco certified partner who ordered the Services ("Partner") in case Customer authorized Partner to order the Services on its behalf, all in accordance with Clause 15.1 (Contracting Parties). Barco, Partner and the Customer each individually a "Party", and together the "Parties".

## 1. Definitions

"**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control", for purposes of this definition, means direct or indirect ownership or control of 50% or more of the voting interests of the subject entity.

"**Agreement**" means this Master Services Agreement.

"**Barco**" means Barco NV as first identified above, or the Barco Affiliate as relevant.

"**Customer**" means the customer named above together with its Affiliates. If and when Customer would use any Services for its own business needs, Customer shall meet any requirements under this Agreement that apply to a User.

"**Customer Data**" means electronic data and information submitted by or for the Customer, excluding End-User Data and Patient Data.

"**Demetra**" means the Barco Demetra dermoscopy solution.

"**End-User**" or "**User**" means an individual operating under Customer's responsibility and control for whom Customer have purchased a subscription. End-Users may include, for example, Customer's employees, contingent workforce, dedicated contractors and/or medical practitioners.

"**End-User Data**" means user identification data (username and IP-address), user contact details (name, email-address, address, phone number), user preferences, user activity logs, error reports, environmental data (such as type of browser, display resolution), device internal metrics (such as temperature, battery status) and performance feedback data gathered through End-User's use of the Services.

"**Functional Information**" means the information described in clause 7.4.

"**Hardware**" means the Demetra Scope which is part of Customer's Subscription and which is required to enable the Services.

"**Malicious Code**" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and trojan horses.

"**Order**" means Customer's ordering document or online order, as acknowledged by Barco specifying the Services to be provided hereunder.

"**Patient Data**" means patient identification data (name, date of birth, gender, patient ID), patient health data (patient risk information, patient history, patient images (incl. user annotations and scoring on images), clinical & pathology diagnosis, management/treatment data, conclusion of consultations gathered through End-User's use of the Services.

"**Privacy Laws**" means all then current laws and regulations regarding data privacy and transmission of personal data, enacted in any European Economic Area member country that apply to Barco's provision of the Services to Customer.

"**Portal**" means Barco's digital platform where Customer or Partner orders the Services.

"**Services**" means the software and hardware components and associated services, provided by Barco as a service and ordered by Customer under an Order, as further identified therein and in the User Manual. "Services" exclude Third Party Applications, if any.

"**Subscription Activation Date**" means the date on which the subscription for the Services is activated.

"**Subscription Period**" means the period identified in clause 3.2.

"**Third Party Application**" means a web-based, mobile, offline or other software application that is provided by Customer or a third party and interoperates with a Service (such as an application that is developed by or for Customer, or any other application procured from a party other than Barco). Any application selected solely by Barco shall not be a Third Party Application, and shall be included in the Services.

"**User Manual**" means the technical documentation describing how to use Demetra available at [www.barco.com/support/demetra](http://www.barco.com/support/demetra).

## 2. Subscriptions

**2.1 Terms of Use.** During the Subscription Period, Customer may access and use the Services subject to the terms of this Agreement. The product specific terms of use are further detailed in exhibit A to this Agreement.

**2.2 Scope.** Services are purchased as subscriptions. Customer may Upgrade or Downgrade beyond the Subscription Activation Date. Expanding the configuration of (an) existing Subscription(s) ("Upgrade") will be effective within two business days after payment receipt by Barco, and will apply and be invoiced on a pro rata basis for the remaining term of the Subscription Period, automatically renewed as per clause 3.2. Reducing the configuration of (an) existing Subscription(s) ("Downgrade") will be effective following

expiration of the current Subscription Period, upon the next renewal date. Any such Upgrade or Downgrade will terminate on the same date as the underlying subscription.

**2.3 Permitted Use.** The Services are subject to usage limits, including, for example, the quantities specified in Orders, the permitted use set out in the end user license agreement ("EULA"), the User Manual or elsewhere in this Agreement. Customer or Users shall not and shall cause its Users not to use the Services for any other purpose than expressly authorized.

**2.4 Orders.** By placing an Order hereunder Customer agrees to be bound by the terms of this Agreement, including any addenda and supplements thereto as if it were an original party hereto. Orders submitted electronically by Customer or Partner on the Portal, and Barco's invoices issued electronically through the Portal, shall be considered for all purposes to (i) be a "writing" or "in writing"; (ii) be "signed"; (iii) constitute an "original" when printed from electronic records established and maintained in the ordinary course of business; (iv) be valid and enforceable on Customer and User, and (v) include acceptance of the terms of use of the Portal. The Portal allows Customer to download and save these electronic contract terms and invoices for its and any User's records.

## 3. Term

**3.1 Agreement.** This Agreement becomes effective on the date of the first Order accepted hereunder and continues until all subscriptions hereunder have expired or have been terminated.

**3.2 Services.** Orders can be accepted solely for the subscription period specified in the product offer. Subscriptions shall start at the Subscription Activation Date, for the committed minimum subscription period of one (1) year, unless otherwise confirmed in the Order (the "**Initial Period**"). The subscription, with its Upgrades or Downgrades if applicable, shall automatically renew at the end date of the Initial Period for further one (1) year renewal periods (each one (1) year (Initial or renewal) period, the "**Subscription Period**"), unless either party gives the other party notice of non-renewal at least 30 days before the end of the then applicable Subscription Period, or any earlier termination in accordance with clause 13 (Termination). Customer may terminate the then current subscription(s) by notifying Barco, at any time effective at the end of the relevant Subscription Period. Barco may confirm Customer (in writing, including through the Portal) not to renew subscriptions beyond the committed Subscription Period. Termination by notice will be effective on the last date of the Subscription Period.

## 4. Barco responsibilities

**4.1** Barco undertakes to (i) make the Services available and keep the Hardware functional pursuant to this Agreement and the applicable Orders; and (ii) provide applicable support for the Services to Customer as part of the subscription as set out in Exhibit B.

**4.2** To the extent required by law, and at Customer's written request, Barco shall provide Customer with the interface information needed to achieve interoperability between the relevant software included in the Services and other independently created programs used by Customer, on payment of Barco's applicable fee (if any). Customer procures that any User shall observe strict obligations of confidentiality with respect to such information and shall use such information in compliance with terms and conditions which Barco makes applicable.

## 5. Customer responsibilities

**5.1 Use of Services.** Customer undertakes to, and to ensure that all Users shall:

- a) use the Services only in accordance with this Agreement, User Manual, Orders and applicable laws and regulations;
- b) be responsible for Users' compliance with this Agreement, User Manual and Orders;
- c) prevent unauthorized access to or use of Services, and notify Barco promptly of any such unauthorized access or use;
- d) be responsible for the accuracy, quality and legality of Customer Data, as further set out in clause 7;
- e) comply with terms of service of Third Party Applications, if any, with which Customer uses the Services;
- f) ensure compliance with all Privacy Laws with respect to Customer's use of the Services, including obtaining all required patient authorizations, as set forth in Section 7.2 herein; and
- g) ensure compliance with all applicable laws related to use of the Services, including but not limited to, all applicable reimbursement, coding and billing laws.

Customer agrees that the Services are not contingent on the delivery of any future functionalities or features nor dependent on any oral or written public comments made by Barco regarding future functionality or features.

**5.2 Usage Restrictions.** Customer undertakes not to, and not to allow any User or third party to:

- a) make any Service available to, or use any Service for the benefit of, anyone other than Customer or Users, unless expressly stated otherwise in an Order or the User Manual;

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- b) sell, resell, license, sublicense, distribute, make available, rent or lease any Service, include any Service in a service bureau or outsourcing offering;
- c) use a Service (or connected Third Party Application) to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights;
- d) use a Service (or connected Third Party Application) to store or transmit Malicious Code;
- e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein;
- f) attempt to gain unauthorized access to any Service or its related systems or networks;
- g) permit direct or indirect access to or use of any Service in a way that circumvents a contractual usage limit, or use any of Barco's Services to access or use any of Barco's intellectual property except as permitted under this Agreement, an Order or the User Manual;
- h) copy a Service or any part, feature, function or user interface thereof;
- i) frame or mirror any part of any Service, other than framing on Customer's own intranets or otherwise for Customer's own internal business purposes or as permitted in the User Manual;
- j) access any Service in order to build a competitive product or service or for purposes of monitoring the availability, performance or functionality of such Service, or for any other benchmarking or competitive purposes;
- k) reverse engineer any Service (to the extent such restriction is permitted by law), create derivative works based upon any Service, or permit third parties to do the same;
- l) modify, adapt or unbundle the component parts of Demetra for use on different computer devices;
- m) use the Services for any other unauthorized purpose (off-label use); and
- n) use the Services outside the territory or region where Customer obtained the Services from Barco or as otherwise stated in the User Manual.

**5.3 Customer's Infrastructure.** Customer shall obtain and maintain all computer hardware, software and communications equipment needed to receive the Services and to keep such infrastructure functioning and virus-free, and Barco shall bear no liability for any non-performance of the Services due to a lack of adequacy, accuracy, concurrency or other matters related to Customer's infrastructure. For the avoidance of doubt, Barco does not guarantee the provision of the Services when Demetra is not connected to the internet.

**5.4 Overage.** If Customer exceeds its contractual usage limit in accordance with its subscription fees, Barco may work with Customer to seek to reduce Customer's usage so that it conforms to that limit. If, notwithstanding such efforts, Customer is unable or unwilling to abide by a contractual usage limit, Customer shall execute an Order for additional quantities of the applicable Services promptly upon Barco's request, and/or pay any invoice for excess usage in accordance with clause 6.2 (Invoicing and Payment), without prejudice to clause 13 (Termination).

## 6. Fees and payment

**6.1 Subscription Fees.** Customer shall pay all fees specified in Orders to Barco or its Partner, as applicable. Except as otherwise specified herein, in an Order or in the User Manual:

- i) fees are based on Service subscriptions purchased and not actual usage;
- ii) payment obligations are non-cancelable;
- iii) fees paid are non-refundable upon partial or total termination of the subscription for any reason, and
- iv) quantities purchased cannot be decreased during the relevant Subscription Period.

**6.2 Invoicing and Payment.** All Subscription Fees are payable upfront, unless otherwise stated in the Order, upon receipt of the invoice and within the payment term mentioned on the Order, if specified. Invoices will be provided based on contact information provided and updated by Customer in the Portal. Subscription Fees will be billed in the currency mentioned on the Order. Pricing for each Subscription Period will be as set forth in Barco's or its Partner's then-current fee schedule. Barco (and by extension Barco's Partner) reserves the right to increase prices for upcoming Subscription Periods in order to account for inflation or adjust pricing for Subscription configurations based on technological advances and/or new capabilities of Demetra.

**6.3 Payment Disputes.** In the event Customer wishes to dispute any charge on an invoice, Customer will:

- i) timely pay the undisputed portion of charges on the invoice, in full;

- ii) notify Barco or the Partner, as applicable, in writing of the dispute within five (5) business days as of receipt of the invoice, specifying in reasonable detail, the basis for the dispute; and
- iii) work with Barco and/or the Partner cooperatively and diligently to resolve the dispute as soon as possible.

Barco's or the Partner's acceptance of such partial payment will not be deemed to waive any of its rights as to the remaining balances nor in any way constitute an accord and satisfaction. Charges on invoices submitted by Barco to Customer are deemed accepted and approved unless disputed by Customer in good faith in accordance with this section.

**6.4 Overdue Payment – Suspension – Acceleration.** If any invoiced amount is not received by Barco by the due date, then without limiting Barco's or Partner's other rights or remedies (including clause 8.4 and 13):

- a) any license keys provided prior to Customer's payment may be revoked, in which case the relating Subscription Period is terminated immediately;
- b) any overdue amounts may accrue late interest at the rate of 1% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower;
- c) Future subscription renewals and Orders may be conditioned on shorter payment terms,
- d) late payment as well as a total or partial non-payment may imply a suspension of the Services until such amounts are paid in full or termination of the Services in accordance with clause 13; and/or
- e) Customer's unpaid fee obligations may be accelerated under such agreements so that all such obligations become immediately due and payable, and services to Customer will be suspended.

**6.5 Taxes.** All prices are exclusive of any taxes, levies and duties or other similar amounts, however designated, including without limitation value added, sales and withholding taxes which are levied or based upon the prices, charges or upon these terms ("Taxes"). Barco shall be solely responsible for Taxes assessable against Barco based on its income, property and employees. Customer shall pay any Taxes related to the Services Ordered hereunder or shall present an exemption certificate acceptable to all relevant taxing authorities. Applicable Taxes shall, to the extent practical, be billed as a separate item on the invoice. If Barco has a legal obligation to pay or collect Taxes for which Customer is responsible under this clause 6.5, Barco or Partner may invoice Customer and Customer shall pay that amount unless Customer provides Barco with a valid tax exemption certificate authorized by the appropriate taxing authority.

## 7. Data protection

**7.1 Data Privacy and Protection.** Barco shall implement and maintain privacy protection and security measures for components that Barco provides or controls in accordance with applicable Privacy Laws. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data, Patient Data and End-User Data by Barco personnel except:

- a) to provide the Services and prevent or address service or technical problems;
- b) when compelled by law in accordance with clause 10.3 (Compelled Disclosure) below; or
- c) when Customer has expressly permitted such disclosure in this Agreement, an Order or otherwise in writing.

**7.2 Data Processing.** Barco's product privacy statement available at <https://www.barco.com/en/about-barco/legal/privacy-policy/product-privacy-statement> describes what data Barco may collect through Demetra ("Product Privacy Statement").

In connection with the provision of the Services, Barco may, from time to time, process certain End-User Data and/or Patient Data as data processor under applicable Privacy Laws (such as managing the hosting environment of Demetra), in respect of which Customer is a data controller under applicable Privacy Laws. Barco's data processing addendum (<https://www.barco.com/en/about-barco/legal/privacy-policy/data-processing-addendum>) applies in this case.

## 7.3 Customer obligation.

Customer undertakes to:

- i) comply with all Privacy Laws applicable to its business and the performance of its obligations under this Agreement with respect to any Customer Data (or any other components that Customer provides or controls) uploaded to, submitted to, stored on, or processed by the Services;
- ii) provide any notices and obtain consents required from End-Users under applicable Privacy Laws related to its use of the Services and Barco's provision of the Services, including those related to the collection, use, processing, transfer, monitoring and disclosure of End-User Data; and
- iii) provide any notices and obtain consents required from patients under applicable Privacy Laws related to Customer's use of the Services and Barco's provision of the Services, including those

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related to the collection, use, processing, transfer, monitoring and disclosure of Patient Data by Customer to Barco.

Barco disclaims any liability for any data not provided by Barco, or any use of the Services outside the intended use as per this Agreement, the Order or the User Manual or the applicable data processing addendum, whether or not Barco assumes the role of processor of personal data, as stated in the Product Privacy Statement. Barco further disclaims any liability for Customer's failure to obtain all necessary patient authorizations for use or disclosure of Patient Data, as required by Privacy Laws.

**7.4 Functional Information.** Via the Services, Barco may gather the following information ("Functional Information"):

- i) technical, aggregated and/or statistical information about the functioning and the functionality of the products which are connected through the Services; and/or
- ii) any other information provided by Customer or generated by its use of the Services.

Barco may process and use such Functional Information for analytics purposes, for developing and improving products and services, offering products and services to Customer's organization, all based on the legitimate interest of Barco of evaluating the market, assessing and improving its products and conducting research and development. All know-how, inventions and works derived by Barco from the Functional Information will be exclusively owned by Barco.

**7.5 Retention of Data.** As long as the Customer continues to subscribe to the Service:

- i) All images will be stored, in high resolution, at least until 3 years after they were captured. Analytics and Decision Support tools will be available during this time period only.
- ii) The captured white light images and generated post-processed images, as well as all other (non-image) data, will remain available. Those white light and post-processed images can be stored in reduced resolution (compressed) once the initial 3-year period after image capture has passed. The retrieval of those images may take longer than the time needed during the initial 3-year period.

When the Customer's Demetra subscriptions are terminated, End-Users can export End-User and Patient Data as specified in Art. 7.6.

**7.6 Return of Data.** During a period of 60 days after the termination or expiration of this Agreement, Barco will make End-User and Patient Data available to End-User for export or download as provided in the User Manual or online support. After such 60-day period, Barco shall have no obligation to maintain or provide any Patient Data or End-User Data, and will thereafter delete or destroy all copies of the data in Barco's systems or otherwise in Barco's possession or control, unless legally prohibited.

## **8. Compliance and enforcement**

**8.1 Reporting and Audit.** In addition to good practice record-keeping obligations, Customer agrees to report the use of the Services if and as required in the User Manual. Customer grants to Barco and its designated auditors, at Barco's expenses, the right to verify Customer's deployment and use of the Services during Customer's normal business hours so as to verify Customer's compliance with this Agreement. In the event such audit reveals non-compliance with Customer's payment obligations hereunder, Customer shall promptly pay to Barco the appropriate subscription fees plus the reasonable cost of conducting the audit.

**8.2 Fair Use Monitor.** Customer is informed and acknowledges that Demetra includes technology which allows to remotely decrease (in part or in full) the functionality of the Services (the "Fair Use Monitor"). Such technology is an enabling tool and a material condition precedent for Barco to enter into this Agreement.

**8.3 Enforcement.** Upon breach of this Agreement (including overdue payment), Barco shall:

- i) inform the Customer, which condition of this Agreement (including payment terms) is violated;
- ii) allow a period of 15 days for the Customer to cure such breach, if it can be cured at all; and
- iii) inform the Customer as to which part of the functionality Barco intends to reduce (all Services or certain additionally provided features only; in part or in full) if the breach is not remedied on time and in full.

**8.4 Remedy.** If the breach is not cured within the applicable remedy period (or cannot be cured at all), Barco shall have the option to:

- a) cause Customer to procure such additional subscriptions, additional quantities and/or upgrades required as per the actual usage;
- b) reduce the functionality of Demetra, including through the use of the Fair Use Monitor; or
- c) terminate this Agreement in accordance with clause 13 (Termination), without prejudice to any other remedies available at law, under contract or in equity.

## **9. Proprietary rights and licenses**

**9.1 Reservation of Rights.** Barco retains all right, title, and interest in and to the Hardware and the Services, including without limitation all software used and equipment supplied, if any, to provide the Services and all logos and trademarks reproduced through the Service. This Agreement does not grant Customer any intellectual property rights in the Services or any of its components.

### **9.2 Hosting License.**

Customer grants Barco, its Affiliates and applicable contractors a worldwide, non-exclusive, royalty-free license, for the relevant Subscription Period, to host, copy, transmit and display Customer Data, as reasonably necessary for Barco to provide the Services in accordance with this Agreement. Subject to the limited licenses granted in this clause 9.2 and without prejudice to clause 9.3, Barco acquires no right, title or interest from Customer in or to any of Customer Data.

**9.3 Feedback and Suggestions.** Customer hereby grants to Barco and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into Barco and/or its Affiliates' services any suggestion, ideas, know-how, techniques, recommendation, correction or other feedback provided by Customer or Users relating to the operation of the Services or other Barco services.

## **10. Confidentiality**

**10.1 Definition.** As used herein, "Confidential Information" means all information disclosed by a party ("Discloser") to the other party ("Recipient"), whether orally or in writing, that is designated and marked as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes Customer Data, End-User Data and Patient Data; Barco Confidential Information includes the Services; and Confidential Information of each party includes (but is not limited to) the terms and conditions of this Agreement and all Orders (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party.

Nothing in this Agreement will prohibit or limit a party's use of any information (including ideas, processes, concepts, methodology, know-how and techniques) that:

- i) is or becomes generally known to the public without breach of this Agreement;
- ii) was known to the Recipient prior to its disclosure by the Discloser as shown by prior written records;
- iii) is independently developed by a representative of the Recipient without access to the Confidential Information of the Discloser; or
- iv) is received from a third party which was not, to the Recipient's knowledge, under an obligation not to disclose such information.

**10.2 Confidentiality.** For the term of this Agreement and a period of three (3) years thereafter (provided that for trade secrets (as defined under applicable laws) and intellectual property rights no such time limitation applies as long as either of them qualify as Confidential Information), the Recipient will not disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this Agreement, except with the Discloser's prior written permission; provided that the Recipient may disclose any Confidential Information of the Discloser to its employees, agents or contractors or Users who have a need to know such Confidential Information and who have been informed of the obligations of confidentiality relating to such Confidential Information herein and are bound by confidentiality provisions at least as restrictive as those set forth herein; and the Recipient will be responsible for any breach thereof by such persons and, at its own expense, the Recipient will take all reasonable measures or actions (including court proceedings) to restrain such persons from prohibited disclosure or use of such Confidential Information.

**10.3 Compelled Disclosure.** The Recipient may disclose Confidential Information of the Discloser to the extent compelled by law to do so, provided the Recipient gives the Discloser prior notice of the compelled disclosure (to the extent legally permitted and reasonably practicable) and reasonable assistance, at the Discloser's cost, if the Discloser wishes to contest the disclosure. If the Recipient is compelled by law to disclose the Discloser's Confidential Information as part of a civil proceeding to which the Discloser is a party, and the Discloser is not contesting the disclosure, the Discloser will reimburse the Recipient for its reasonable cost of compiling and providing secure access to that Confidential Information.

## **11. Representations, warranties, exclusive remedies and disclaimers**

**11.1 Representations.** Each party represents and warrants that it has validly entered into this Agreement and has the legal power to do so (including on the basis of clause 15). Each party represents and warrants that it will comply with all laws applicable to its respective performance hereunder.

**11.2 Barco Warranties.** Barco warrants that during an applicable Subscription Period, it will provide the Services and the Hardware in accordance with the terms of this Agreement and that the material functions

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of the Services and the Hardware shall operate substantially with the terms of this Agreement and the applicable User Manual, when used by Customer in accordance with such terms and User Manual.

**11.3 Conditions precedent for Warranty to apply.** With regards to the Hardware, the warranty under clause 11.2 shall apply only to the extent the Hardware or any parts thereof have:

- i) been handled, transported, stored and installed (if and to the extent such activities have not been carried out by Barco) in accordance with Barco's instructions and the User Manual (such as (without limitation) use of original packaging, covered and secure location, minimum temperature, maximum humidity) or, in absence thereof, in a professional and workmanlike manner;
- ii) not been subject to any unauthorized access, alteration, modification or repair or attempts thereto (such as (without limitation) removal of warning labels, original seals or serial numbers) or any abuse or damage;
- iii) been at all times "normally used" for the specified purpose and operated and maintained in strict accordance with the instructions set forth in the User Manual and Barco's instructions or, in absence thereof, in a professional and workmanlike manner (for the purpose hereof, "normally used" shall mean regular, ordinary and routine use as intended or as recommended by Barco); and
- iv) not been connected to or used in combination with other equipment, products or systems (hardware and/or software) not compatible with the Hardware.

**11.4 Exclusions from the Warranty.** With regards to the Hardware, in no event shall Barco be liable for any defects, failures, loss of or damage caused by or resulting from:

- i) normal wear and tear;
- ii) any external cause or event out of Barco's control;
- iii) use or operation of the Hardware prior to acceptance;
- iv) any act or negligence of Customer or any third party; or
- v) any phenomena inherent to the technology used such as dust accumulation through normal use, vibrations, etc.

The warranty shall not apply to consumables (batteries, etc.), unless otherwise agreed by Barco.

In case the warranty does not apply, Customer will be charged with a repair fee for replacing defective devices or components.

**11.5 Warranty on Data.** Customer represents and warrants that (i) it has full and sufficient right and authority to use any and all Customer Data, End-User Data and Patient Data, (ii) the Customer Data, End-User Data and Patient Data do not infringe on the rights of any third party and (iii) Customer has or will secure all consents for the use of such Customer Data, End-User Data and Patient Data.

**11.6 Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONTENT AND BETA SERVICES ARE PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

## 12. Mutual indemnification

**12.1 Indemnification by Barco.** Barco shall hold harmless and indemnify Customer from and against direct damages, losses and expenses arising from infringement of any patent, trademark, copyright or other intellectual property right of a third party by the Services and defend and settle at its sole expense any claim brought against Customer, provided that :

- i) Barco is promptly notified by Customer in writing after a claim has been asserted against Customer;
- ii) Barco shall assume sole control of the defense and any settlement negotiations;
- iii) Customer shall not make any representation or concession, negotiate, settle or compromise any claim without the prior written consent of Barco; and
- iv) Customer shall provide assistance and support, as Barco may require, in connection with the defense and any settlement negotiations.

If Barco receives information about an infringement or misappropriation claim related to a Service, Barco may in its discretion and at no cost to Customer:

- i) modify the Services in such a way that it shall not infringe upon or misappropriate the rights of the third party or
- ii) obtain for Customer a license or other right to use the Services in accordance with this Agreement or
- iii) terminate Customer's subscriptions for that Service upon 30 days' written notice and refund Customer any prepaid fees

covering the remainder of the term of the terminated subscriptions.

Barco shall not be required to indemnify Customer to the extent any claim results from:

- a) modification or alteration of the Services or a component thereof by Customer;
- b) use of (a part of) the Services in a manner inconsistent with the User Manual, Barco's instructions or this Agreement;
- c) use of the Services in combination with any product or service not provided by Barco (to the extent the claim is based on such combined use), or
- d) modifications to the Services made at the request of Customer.

**12.2 Indemnification by Customer.** Customer shall hold harmless and indemnify Barco from and against direct damages, losses and expenses arising from, and defend and settle at its sole expense any claim, demand, suit or proceeding made or brought against Barco by a third party alleging that any of Customer Data, End-User Data or Patient Data infringes or misappropriates such third party's intellectual property rights, or arising from Customer's use of the Services in violation of the Agreement, the User Manual, Order or applicable law, provided that:

- i) Customer is promptly notified by Barco in writing after a claim has been asserted against Barco;
- ii) Customer shall assume sole control of the defense and any settlement negotiations;
- iii) Barco shall not make any representation or concession, negotiate, settle or compromise any claim without the prior written consent of Customer; and
- iv) Barco shall provide assistance and support, as Customer may require, in connection with the defense and any settlement negotiations.

**12.3 Exclusive Remedy.** This clause 12 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this clause 12.

## 13. Termination

**13.1 Termination for Cause.** A party may terminate this Agreement and/or some or all of the subscriptions ordered:

- i) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors,
- ii) in the event of delayed payment, in accordance with clause 6.4 and 8.4, or
- iii) upon 30 days written notice to the other party of a material breach, which breach -if available for remedy- remains uncured at the expiration of such period.

**13.2 Security threat.** Any use of the Services in breach of this Agreement, User Manual or Orders by Customer or Users that in Barco's judgment threatens the security, integrity or availability of Barco's services, may result in the immediate suspension of the Services. Barco will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to such suspension.

**13.3 Termination by Customer.** Customer may terminate the then current subscription by notifying Barco, at least 30 days before the end of the relevant Subscription Period, and effective at the end of the relevant Subscription Period. Termination by notice will be effective on the last date of the Subscription Period.

**13.4 Consequences of Termination.** All rights to use the Services cease once this Agreement is terminated or expires. Termination in accordance with clause 13.2 shall imply termination of all pending subscriptions under this Agreement. Termination or suspension on other grounds shall affect the relevant subscriptions only, unless otherwise stated in the notice of termination

**13.5 Return.** Upon expiration or termination of the Agreement, the Customer shall return the Hardware to Barco in good condition. If the Hardware is not returned to Barco, Barco will send a written notice of default to Customer and Customer shall pay to Barco, from the date of receipt of this notice, a compensation in the amount of the total price of the subscription.

**13.6 Refund or Payment upon Termination.** If this Agreement (or an Order(s) as relevant) is terminated by Customer in accordance with clause 13.1(iii), Barco shall refund Customer any prepaid fees covering the remainder of the term of the relevant Order(s) after the effective date of termination. If this Agreement is terminated by Barco in accordance with this clause 13, Customer shall pay any unpaid fees covering the remainder of the term of all relevant Orders.

**13.7 Surviving provisions.** The clauses 6 (Fees and payment), 7.4 (Functional Information) 7.5 (Return of Data), 8.1 (Reporting and Audit), 9 (Proprietary rights and licenses), 10 (Confidentiality), 11.6 (Disclaimers), 12 (Mutual indemnification), 13.7 (Surviving provisions), 14 (Limitation of liability), 15 (General provisions) will survive any termination or expiration of this Agreement.

## Demetra Master Services Agreement

**14. Limitation of liability**

**14.1 Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER THE CLAUSE 6.2 (INVOICING AND PAYMENT).

**14.2 Exclusion of Indirect and Related Damages.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGES OF ANY KIND WHICH MAY ARISE OUT OF OR IN CONNECTION WITH THE SERVICES, THIS AGREEMENT OR THE PERFORMANCE OR PURPORTED PERFORMANCE OF OR FAILURE IN THE PERFORMANCE OF EITHER PARTY'S OBLIGATIONS UNDER THIS AGREEMENT OR FOR ANY ECONOMIC LOSS, LOSS OF BUSINESS, CONTRACTS, DATA, GOODWILL, PROFITS, TURNOVER, REVENUE, REPUTATION OR ANY LOSS ARISING FROM WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION OF THE SOFTWARE OR HARDWARE, AND ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES WHICH MAY ARISE IN RESPECT OF USE OF THE SOFTWARE OR HARDWARE, EVEN IF BARCO HAS BEEN ADVISED OF THE POSSIBILITY OF THEIR OCCURRENCE, AND ANY AND ALL OTHER DAMAGES TO PATIENTS OR OTHER THIRD PARTIES.

**15. General provisions**

**15.1 Contracting Parties.** This Agreement is valid between the Barco entity providing and the party being invoiced for the Services, both as identified on the Order. By entering into an Order hereunder Customer agrees to be bound by the terms of this Agreement, including any addenda and supplements thereto as if it were an original party hereto. End-User understands and agrees, that if Partner(s) orders the Services on End-User's behalf, Partner is legally empowered to bind End-User on the terms set out in the order, to install the Services under the applicable terms of use and service, that Partner may oversee the Services ordered on End-User's behalf ("End-User's Subscriptions") and that Partner may amend End-User's Subscriptions to meet its changed requirements. If End-User wants to revoke or alter this authorization, End-User can do so at any time by selecting on informing Barco that End-User does no longer want Partner to act on its behalf

**15.2 Territoriality.** The following table determines the applicable directions in respect of notices required under this Agreement, applicable law and competent courts for resolution of any dispute or lawsuit arising out of or in connection with this Agreement that could not be solved amicably:

If Services are provided for use in:	Customer is contracting with:	Legal Notices should be addressed to:	Governing law :	The courts having exclusive jurisdiction are:
A country in Europe, the Middle East or Africa	Barco NV	BARCO NV,	Belgium	Kortrijk
	(identified above)	Beneluxpark 21		
		8500 Kortrijk, Belgium		
		attn: VP Sales EMEA		
		with a copy to attn: General Counsel		
The United States of America, Canada or a country in Central or South America or the Caribbean	Barco, Inc.,	BARCO, INC.	State of New York and controlling United States federal law	Federal District Court, City of New York, New York, U.S.A.
	a Delaware corporation	attn: VP Sales Americas,		
		with a copy to attn: General Counsel.		
Rest of World	Barco NV	BARCO NV,	Belgium	Kortrijk
(if and where offered for use by Barco)	(identified above)	Beneluxpark 21		
		8500 Kortrijk, Belgium		
		attn: VP Sales EMEA		
		with a copy to attn: General Counsel		

**15.3 Manner of Giving Notice.**

Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon personal delivery, or the second business day after mailing, except for notices of termination or an indemnifiable claim ("Legal Notices"). Legal Notices (which shall clearly be identifiable as Legal Notices), sent by registered mail or other confirmed delivery in accordance with clause 15.2 will be effective upon the date of such confirmed delivery. Either party may change its address for notice by giving notice of such address change in the manner provided in this clause 15.3.

**15.4 Governing Law and Jurisdiction.** Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts determined in accordance with clause 15.2. Each party waives, to the fullest extent permitted by law, any objection that it may now or later have to:

- i) the laying of venue of any legal action or proceeding arising out of or relating to this Agreement brought in any federal court sitting according to clause 15.2; and
- ii) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum, but without prejudice to enforcement of any judgment or order thereof in any other jurisdiction.

**15.5 Entire Agreement – Order of Precedence.** This Agreement, including the documents referenced herein and the Exhibits attached hereto, is the only understanding and agreement between Customer and Barco in respect of the provision of the Services. This Agreement supersedes all other communications, understandings or agreements between the parties prior to this Agreement (with the exception of any continuing confidentiality agreement). Except as otherwise provided herein, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The foregoing does not prevent Barco from updating the User Manual from time to time, to the extent Barco revises such User Manual for its customers generally, and any such amendments shall be binding on the parties from the date of release. The parties agree that any term or condition stated in Customer's purchase order or in any other of

## Demetra Master Services Agreement

Customer's order documentation (excluding Orders accepted hereunder) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be:

- i) the applicable Order;
- ii) the product specific terms included in Exhibit A and the User Manual;
- iii) this Agreement; and
- iv) the other Exhibits to this Agreement in the order attached hereto.

**15.6 Severability.** This Agreement shall not be altered, amended or varied, except by written agreement signed by its parties. If any provision of this Agreement is determined to be illegal, void or unenforceable, or if any court of competent jurisdiction in any final decision so determines, this Agreement shall continue in full force save that such provision shall be deemed to be deleted with effect from the date of such decision, or such earlier date, and shall be replaced by a provision which is acceptable by law and which embodies the intention of this Agreement as close as possible.

**15.7 Waiver.** Except as otherwise provided herein, no failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

**15.8 Assignment.** Customer is not allowed to assign this Agreement in part or in full to any third party without Barco's consent. Barco shall be entitled to assign all or any of Barco's obligations hereunder to any of Barco's Affiliates or to a third party in connection with the sale of the relevant business of Barco. Subject to the foregoing, this Agreement shall be binding and shall inure to the benefit of the legal successors of either party or a party. For clarity, the foregoing shall not restrict Barco to retain subcontractors, including third

party software suppliers, for the performance of obligations in accordance with this Agreement. Barco shall be liable for the subcontractors' work and services in the same manner as for its own work and services.

**15.9 Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

**15.10 Export.** Customer acknowledges that the Services or some of its components may be subject to U.S. or other governments' export control laws and regulations. Customer agrees to comply with all applicable international and national laws that apply to the Services, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by the U.S. or other governments.

**15.11 U.S. Federal Government End Use Provisions.**

If and when Barco provides the Services, including related software and technology, for ultimate U.S. federal government end use, following terms apply: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with Barco to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

# Demetra Master Services Agreement

## Exhibit A Demetra Product Specific Terms

### Roles of the Parties

Partner shall distribute and deploy the Demetra services to the End-User on terms agreed between them, but always subject to the Terms of this Agreement.

Partner shall configure the Demetra services and provide first level support to the End-User.

End-User can empower the Partner to act on its behalf to have the Demetra services installed, configured and supported, to have the relating EULA terms accepted, to have the subscriptions managed and empowers the Partner to interact with Barco under the Terms. Any such actions taken on the End User's behalf shall be legally binding vis-à-vis Barco.

### Demetra offering

#### **1. Metrics**

Demetra is offered as a term-based, cloud hosted entitlement to use the software and hardware components and services included in the configuration selected by Customer.

##### **1.1 Term**

Each Demetra subscription is licensed for a minimum period of one (1) year confirmed in the acknowledged purchase order, starting on the Subscription Activation Date.

The subscription shall automatically renew for further one (1) year renewal periods.

At the end of the Subscription Period, any and all rights associated with the use of the Service cease.

##### **1.2 Deployment**

A Customer account has one or more subscriptions. At least one subscription includes a dermatoscope device and entitlement for one or more user licenses. The number of new dermoscopic images per year ascribed to individual subscriptions is pooled and shared within one Customer account.

##### **1.3 Use**

The usage metrics for Demetra are determined in respect of software features included in subscriptions ordered ("Capabilities"):

- i) Capabilities that are turned on or off depending on the subscriptions ordered (see [www.barco.com/demetra](http://www.barco.com/demetra))
- ii) Volume based Capabilities include without limitation: number of new dermoscopic images stored per year

The Capabilities that are available for Demetra are further detailed in the User Manual.

##### **1.4 License entitlement**

The Services purchased under an Order provide the entitlement to use Demetra for the selected type of subscriptions (whether revenue or non-revenue bearing license). The entitlement provided pursuant to a free trial (such as evaluation or beta licenses) is intended for evaluation, comes without support or warranty and may be subject to additional terms.

- i) Demetra Customer License  
Is a term-based, cloud hosted entitlement to use the selected subscription of Demetra for the applicable fee.  
Subscriptions are defined per Capabilities. The feature sets of the Capabilities will be different per option, as further explained on [www.barco.com/demetra](http://www.barco.com/demetra).  
The subscriptions cover both software features and hardware.
- ii) Demetra Evaluation License  
Is a fixed term, non-revenue bearing license to use Demetra. The license provides limited rights to use a specific subscription of Demetra, allowing a prospective Customer or End-User the opportunity to evaluate Demetra for the mutually agreed limited period of time (or a period not to exceed 60 days in case parties remained silent).
- iii) Demetra Beta License  
Is a fixed term, non-revenue bearing license to provide users with an early operational experience of a not-fully released version of Demetra, or certain features thereof. The license provides limited rights to use a specific subscription of Demetra, allowing a Customer the opportunity to evaluate and provide feedback about a not fully released version of Demetra for a mutually agreed limited period of time (or a period not to exceed 12 months in case parties remained silent).
- iv) Demetra Extended License  
Is a term-based, cloud hosted entitlement that becomes available to the Customer after the termination or expiration of the regular Demetra Customer License. Within 60 days after this termination or expiration, the Customer shall have the right to subscribe to

the Demetra Extended License at a specific recurring fee per year, which will be dependent on the volume of images collected prior to the termination or expiration of the regular Demetra Customer License. This Demetra Extended License would give the End-User viewing access to the Patient Data and End-User Data in the web application collected prior to the termination of the regular Demetra Customer License.

#### **1.5 Version Compatibility**

Iterations of Demetra will be subject to version control based on standard semantic version control conventions. Given a version number MAJOR.MINOR.PATCH increment:

MAJOR version: incremental version including incompatible API changes,  
MINOR version: incremental version including functionality which is added in a backwards-compatible manner, and  
PATCH version: incremental version including backwards compatible bug fixes.

- i) Iterations on the software installed on the hardware  
Customer shall use the version provided as part of the Service and cannot choose to skip version releases or otherwise choose which version is applied. Barco may decide to stop providing certain functionality in future versions. New versions may provide for new or additional information compared to previous versions. Software Updates (incl. security patches) and Upgrades will happen automatically over the cloud.
- ii) Iterations on the cloud service software  
Customer shall use the version provided as part of the Service and cannot choose to skip version releases or otherwise choose which version is applied. Barco may decide to stop providing certain functionality in future versions. New versions may provide new or additional information compared to previous versions. Software Updates (incl. security patches) and Upgrades will happen automatically over the cloud.

#### **2. Enabling hardware**

The Hardware required to enable the Services are identified in the Order. Any ancillary equipment requested by Customer which are part of the standard Demetra offering, shall be ordered and sold pursuant to the terms applicable for such equipment.

Any Hardware, whether included in the initial, renewed or amended subscription, will be shipped only following receipt of the subscription fee mentioned on the Order. Any renewal will not trigger Hardware replenishment, unless deemed necessary by Barco in its sole discretion.

Barco retains the ownership in the Hardware and any user is entitled to use it, solely in association with the Services Ordered for the relevant subscription period. Barco may decide at its sole discretion, to replace the Hardware with an updated equivalent model; in which case the Customer has the obligation to return the Hardware being replaced at its own expense. At expiration or termination of the Subscription Period, Barco may direct Customer to return the Hardware (at Customer's expense) or allow Customer to dispose of it.

#### **3. Support**

Support is made available by Barco in Customer's time zone as further detailed on [www.barco.com](http://www.barco.com) and exhibit B.

#### **4. Privacy**

The Service has been designed to comply with applicable laws on the protection of personal data. The Product Privacy Statement available on the Barco website describes what data Barco may collect through Demetra: <https://www.barco.com/en/about-barco/legal/privacy-policy/product-privacy-statement>.

#### **5. Other terms**

##### **Open Source components**

Demetra contains software components released under an Open Source license.

A list of the third party components used is available on the device, via the Settings menu. These third party components may be subject to additional and/or different terms. These components are licensed under the terms, disclaimers and warranties of their respective licenses which in the forthcoming case shall override the license provisions of the Agreement. To the extent required under third party (open source) license terms, and for a period of 36 months following acceptance of the Agreement, Barco shall provide access to the source code controlled by a third party (open source) license, via email or download link. If the relevant license terms require so, such code may be obtained via Barco (attn. its legal department, at the address stated above) on tangible medium against payment of the cost of media, shipping and handling.



# Demetra Master Services Agreement

## Exhibit B Demetra Support Terms

Barco support available for the Demetra solution is offered on DemetraCare if and when made part of the ordered subscription. The intent of such support is to assist Customer with its configuration and use of the solution's standard features and functionality and to assist Customer's use of the solution for the entire Subscription Period. The support is limited to the country where the Hardware was shipped.

### 1. Definitions

**"Application"** shall mean the Demetra software for which the End User has accepted the End User License Agreement.

**"End User Contact"** shall mean the authorized individuals as specified by the User with whom Barco communicates when providing support services. The User Contact may be an employee or a consultant providing services to the User. The User Contact must be knowledgeable about the Application and the operating environment. The User may change the name of the User Contact by written notice to Barco.

**"End User License Agreement (EULA)"** shall mean the Barco end-user license agreement for the Application as accepted by End-User.

**"First Line Support"** shall mean a first level support, to provision of the Services under this document, to gather the information and to determine the issue by analyzing the symptoms and figuring out the underlying problem.

**"Second Line Support"** shall mean second level support on more complex issues that could not be addressed in a First Line Support, which will be addressed by the Barco support group.

**"Third Line Support"** shall mean the third level support, involving a dedicated team of product specialists to address advanced technical issues that could not be solved through First or Second Line Support.

### 2. Partner's Support

The Partner is expected to deliver the First Line Support and shall employ professionals who are trained and certified to do so. Barco shall only provide Second Line and Third Line Support.

### 3. What is included in Demetra Care service offering

Coverage Time	The service offering will last for the complete subscription period
Advance Swap	Free replacement of the defective hardware device or component (conform clause 11). Including next business day shipment and pick up of the defective hardware device or component.
Hardware Updates	Priority hardware updates as needed, upon Barco's sole discretion
Software Updates	Free software updates (excl. new functionalities) and security patches (conform exhibit A – clause 1.5: Version Compatibility).
Support	Access to e-portal and knowledgebase (incl. FAQ, user assistance, best practices, etc.) Helpdesk providing phone, mail or e-support access to technical support engineers who assist in solving issues. Phone support is available during predefined hours (as defined on the Barco Helpdesk website) in the designated support centers' local time Monday to Friday, excluding national and local holidays observed by Barco.
Training	Free access to training videos and live webinars

Access to business hours helpdesk support includes:

- a) Questions on specifications, configuration, usage, and compatibility of the Solution;
- b) Issues inherent to the Solution;
- c) Compatibility issues between the Application and other Barco supported third-party software or hardware products;
- d) Remote assistance in troubleshooting the issue;
  - If the source of the issue is identified within a third party product, Barco may be unable to resolve the issue
  - The support level excludes (resolution of or identification of) any compatibility issues arising from Customer's evolution of its third party (hardware or software) environment.
  - Customer is requested to consult with Barco before any such change is implemented.
- e) Online access to the Application FAQs, Tutorials, Knowledgebase, User Guides and other documentation made available through the Support Portal.

### 4. What is not included?

- a) Installation and integration services are outside the scope of these Demetra Care terms but may be obtained from Barco or a Barco Authorized Reseller as separately agreed.
- b) Detailed step-by-step telephone assistance may exceed 1st level support offered by the Barco Helpdesk. User training may, in Barco's reasonable opinion, be better addressed via product training videos and live webinars, or discretionary training offered by a Barco Authorized Reseller;
- c) Any on-site assistance or relating travel and living costs;
- d) Custom development to ensure compatibility of the Application in Customer's changed third party (hardware or software) environment;
- e) Products, features and functions that are being made available for no fee. (referenced as evaluation or beta licenses)
- f) Writing of drivers;
- g) The services to implement Major and/or Minor Upgrade modifications including making required modifications to existing software, templates and integration and testing;
- h) Maintenance or support on a version of the Application that is reported End of Service (taking into account the minimum committed service period confirmed in the product specific terms);
- i) Any components not provided by Barco shall be subject to the support offered by the relevant third party.
- j) Repairs required by:
  - i) Customer's failure to implement all updates, upgrades, or maintenance releases provided by Barco with regard to the Application;
  - ii) Changes to the operating system or environment which adversely affect the Application;
    - Alterations, additions or modifications to the Application not authorized by Barco;
    - Problem solving as a result of poor maintenance performed by a party not authorized by Barco;
    - Interconnection or integration of the Application with other software or hardware products not supported by Barco;
    - Use of the Application on equipment other than the equipment for which such Application was designed for;
    - Force majeure or other events beyond Barco's reasonable control.

### 5. Service Procedures

- a) First line support should be obtained from the Partner, if applicable, or via the available online resources (knowledgebase, YouTube training videos, ...).
- b) Second line support under DemetraCare is made available by Barco during regional business hours as specified on <http://www.Barco.com/Support>.
- c) Third line support under DemetraCare is made available by Barco.
- d) Refer to <https://www.barco.com/support/knowledge-base/KB5034> for more details on how to create a myBarco account and service ticket.
- e) End-User is encouraged to contact the helpdesk via the e-portal and to use available on-call services for critical and time sensitive issues only. Logging service tickets through the e-portal is recommended good practice to ensure that support requests are properly routed and escalated.
- f) End-User's requests shall be made by a dedicated professional
  - i) who may be an employee or a service provider of End-User;
  - ii) who should be knowledgeable about the Application and the operating environment;
  - iii) who shall not be replaced without written notice to Barco (the "End-User Contact").
- g) A service ticket
  - iv) Can be opened by the End-User Contact only
  - v) Should include at least the following information:
    - Information on the nature, causes, and impact of the issue, in as much detail as possible;
    - Serial number, log files, configuration files and other information required for issue troubleshooting and analysis;
    - Remote login or VPN access to End-User's systems, where required (and where permitted by End-User security policies);
    - Any other information reasonably requested by Barco to timely respond to questions and requests.

**Demetra Master Services Agreement**

**Exhibit B  
Demetra Support Terms**

- vi) The End-User Contact shall confirm to Barco whether Barco's support has resolved End-User's issue;
- vii) Barco may close a service ticket on written notice to End-User in the absence of End-User's confirmation or when the issue, in Barco's reasonable opinion is resolved.

## Demetra Master Services Agreement

### Exhibit C Demetra Try & Buy Program

These terms and conditions set forth the additional terms and conditions for a trial period of four (4) weeks for free as from the Subscription Activation Date (the "Trial Period"):

- During the Trial Period, Customer shall use the Service in strict accordance with the Agreement.
- During the Trial Period, Customer shall not lend or otherwise make the Hardware or any part thereof available to a third party. The Customer shall not remove or relocate the Hardware or any part thereof from its facility without prior written notification to Barco.
- During the Trial Period and until the moment of redelivery by the Customer of the Hardware, the Hardware shall be under the care, custody and control of the Customer. Customer shall be liable for any damage to or loss of the Hardware while in Customer's custody and control until the redelivery. In case of damage, the Customer agrees to pay the cost for repair/refurbishment.
- At the end of the Trial Period, the Customer shall be given the opportunity to terminate its subscription by sending a notice of termination to Barco. If the Customer does not give notice of termination by the end of the Trial Period (i) an invoice will be sent to the Customer in accordance with article 6.2 of the Agreement and (ii) the Subscription Period will start.
- If a notice of termination is given as set forth above, then the Customer shall return the Hardware to Barco in good condition. Customer shall be granted a two (2) weeks grace period to return the Hardware. If the Hardware or any part thereof is not returned within said grace period, Barco shall invoice the repair fee of the Hardware or any part thereof to Customer without need of a separate purchase order or other formality. Hardware which is damaged, not working and/or missing will be invoiced by Barco to the Customer at its repair fee pursuant to this Agreement.
- The End-User and Patient Data will remain available in the web application for at least four (4) weeks after the end of the Trial Period, during which the data may be exported (pdf report) using the Services. A bulk export or download of all data will not be possible. After such 4-week period, Barco will delete or destroy all copies of the data in Barco's systems or otherwise in Barco's possession or control, unless legally prohibited. The same rules on data availability apply in case the subscription invoice after the Trial Period remains unpaid.
- During the Trial Period, DemetraCare as outlined in Exhibit B, point 1 is limited to Support and Software Updates.

Except as amended or supplemented by the abovementioned additional terms and conditions, all other provisions of the Agreement and its Exhibits shall remain unchanged and fully effective.