

Demetra Product Specific End User License Agreement

THIS PRODUCT SPECIFIC USER LICENSE AGREEMENT (EULA) TOGETHER WITH THE BARCO GENERAL EULA ATTACHED HERETO SET OUT THE TERMS OF USE OF THE SOFTWARE.

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE OPENING OR DOWNLOADING AND USING THE SOFTWARE.

DO NOT ACCEPT THE LICENSE, AND DO NOT INSTALL, DOWNLOAD, ACCESS, OR OTHERWISE COPY OR USE ALL OR ANY PORTION OF THE SOFTWARE UNLESS YOU CAN AGREE WITH ITS TERMS AS SET OUT IN THIS LICENSE AGREEMENT.

1. Metrics

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

a) 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 services, including Software, cease.

b) 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.

c) Use

The usage metrics for the Software 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)
- (ii) Volume based capabilities include without limitation: number of new dermoscopic images stored per year

The capabilities that are available for the Software are further detailed in the user manual.

2. Enabling hardware

The hardware required to enable the Software are identified in the order. Any ancillary requested equipment, which is 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 You are entitled to use it, solely in association with the Software 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 as further detailed on www.barco.com and Exhibit B of the Demetra Master Services Agreement.

4. Terms of Use

The Software purchased under an order provides the entitlement to use the software 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

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 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 user 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 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, 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.

5. Version compatibility

Iterations of the Software 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

You shall use the version provided as part of the Software 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

You shall use the version provided as part of the Software 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.

6. Privacy

The Software 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 the Software: <https://www.barco.com/en/about-barco/legal/privacy-policy/product-privacy-statement>.

7. Other Terms

Open Source components

The Software contains software components released under an Open Source license.

A list of third party components used is available on the hardware 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.

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.

Return of data

During a period of 60 days after the termination or expiration of the subscription, Barco will make End-User and Patient Data available 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.

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"Affiliate" means any corporation or other entity directly or indirectly, controlling, controlled by or under common control with such corporation or entity. For the purpose of the above, "control" shall mean (i) the ownership or control, directly or indirectly, of fifty percent (50%) or more of the equity capital or the shares or voting rights in the corporation or other entity in question or (ii) the control of the composition of the board of directors of the corporation or other entity in question.

"Barco" means Barco NV (company number 0473.191.041) with company address at Beneluxpark 21, 8500 Kortrijk, Belgium, or its designated Affiliate licensing to you the proprietary software which is the subject matter of this Agreement.

"Documentation" means all technical, reference and installation manuals, user manuals, published performance specifications and other written documentation provided by Barco generally to its licensees with respect to the Software, along with any modifications and updates thereto;

"License Agreement" means this Barco End User License Agreement (EULA), incorporating the terms of the Product Specific EULA, and any modifications thereof as set out herein.

"Product Specific EULA" means the supplemental software terms applicable.

"Software" means the computer software, released in object code only, which is being licensed hereunder, as described in the applicable purchase order and related Product Specific EULA.

"Term" means the period set out in article 9.1 hereof, as well as any agreed renewal period.

"you" means the entity on behalf of which these terms are accepted, and any of its representatives having access to the Software.

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2.2 License Type. The applicable license type, and your rights in time, deployment and usage, are further detailed in the Product Specific EULA (in the absence of which the scope shall be as set in article 2.1 hereof).

2.3 License restrictions.

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4.2 Support policy. Maintenance releases updates or upgrades can be obtained under the terms of a separate maintenance and support agreement which is being offered to you. Such agreements, together with the support included in a Product Specific EULA, include Barco's sole liability and your sole remedy in respect of the support and maintenance of the Software. You agree to install any maintenance releases to address bugs or security issues in the Software if the same are being provided to you. Barco will keep you informed as of when earlier versions of the Software are no longer serviced.

4.3 Remote connectivity. Barco may require, as a material condition to provide maintenance or support, that the Software remains remotely connected with Barco over a network.

5. Warranty

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6.1 Reporting and Audit. You grant to Barco and its designated auditors, at Barco's expenses, the right to verify your deployment and use of the Software during your normal business hours so as to verify your compliance with the License Agreement. In the event such audit reveals non-compliance with your payment obligations hereunder, you shall promptly pay to Barco the appropriate license fees plus the reasonable cost of conducting the audit.

6.2 Fair Use Monitor. You are informed and acknowledge that the Software includes technology which allows to remotely decrease (in part or in full) the functionality of the Software (the "Fair Use Monitor"). Such technology is an enabling tool and a material condition precedent for Barco to enter into this License Agreement.

6.3 Enforcement. Upon breach of the License Agreement (including overdue payment), Barco shall inform the then known user, in writing, (i) which condition of the License Agreement (including payment terms) is violated; (ii) allow a period of 15 calendar days to cure such breach, if it can be cured at all; and (iii) inform which part of the functionality Barco intends to reduce (all Software or certain additionally licensed features only; in part or in full) if the breach is not remedied on time and in full.

6.4 Remedy. If the breach is not cured within the applicable remedy period (or cannot be cured at all), Barco shall have the option (i) to cause you to procure such additional licenses required as per the actual usage; (ii) to reduce the Software's functionality, including through the use of the Fair Use Monitor; or (iii) to terminate the License Agreement as set out herein, without prejudice to any other remedies available at law, under contract or in equity.

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