

General Terms and Conditions

for Supply of Sectra dxr-online Service

The following General Terms and Conditions shall apply between Sectra (referred to as "**Sectra**") and the receiving party (referred to as "**Customer**") using the dxr-online Service as specified in the Order Form.

1 Definitions

- 1.1 "Agreement"** shall mean these General Terms and Conditions, including the Appendices hereto.
- 1.2 "Documentation"** shall mean any dxr-online Service descriptions, user manuals, training materials and other documents related to the dxr-online Services furnished by Sectra to Customer.
- 1.3 "Error"** shall mean any mistake, problem, defect, malfunction or deficiency in the Software which causes an incorrect or inadequate functioning or non-functioning of the dxr-online Service or any deviation from the specifications or other requirements set forth under this Agreement. However, Customer fully understands that no software is free from errors and that only such errors that are relevant to Customer's ability to use the dxr-online Service for its intended purpose will be considered an Error.
- 1.4 "Intellectual Property Rights"** shall mean patents (including utility models), design patents, and designs (whether or not capable of registration), chip topography rights and other like protection, copyright, trademark and any other form of statutory protection of any kind and applications for any of the foregoing as well as any trade secrets.
- 1.5 "Party"** shall mean Sectra or Customer, as the context requires, and "**Parties**" shall mean Sectra and Customer.
- 1.6 "dxr-online Service"** shall mean the dxr-online report as specified in **the Order Form**, as well as any updates, modifications and/or enhancements thereto.
- 1.7 "Software"** shall mean the software used by the dxr-online Service.

2 Sale

Customer shall each month pay rent to Sectra based upon the actual use of the dxr-online Service as set out in the Order Form.

3 Use of dxr-online Service

- 3.1** Customer agrees that it shall not: (i) reverse engineer, decompile, disassemble, or otherwise attempt to derive any source code, algorithms, ideas, process, technique, know how, technology, or other underlying content from the Software; (ii) copy, alter, use, modify, or create derivative works of any portion or component of the dxr-online Service; or (iii) allow, or permit any third party to do any of the foregoing.
- 3.2** Marking and/or information regarding patent, copyright or copyright notices in software or Computer media through which the Software is accessible to Customer may not be removed,

changed or modified in any way. The same applies to corresponding marking of all documentation provided by Sectra.

- 3.3** Customer is not entitled to grant any sublicenses, lease, lend or in any way let anyone else, whether directly or indirectly or against compensation or free of charge, use or in any way dispose of the Software; provided, however, that nothing herein shall prevent Customer from using the dxr-online Service in its ordinary course of its business.

4 Sectra's right to the Software

- 4.1** Sectra owns the Software, including the copyright and/or as applicable, patent rights to the Software.
- 4.2** The use of the dxr-online Service does not include any transfer to Customer of Sectra's ownership of the Software (including the media through which the Software is made available), such as copyrights, or as applicable, patents rights.

5 Payment terms

- 5.1** Unless otherwise agreed, Customer shall make all payments due in connection with this Agreement within 20 days from the date of Sectra's invoice.
- 5.2** Payment shall be made by direct bank transfer into such bank and bank account as instructed by Sectra. All payments hereunder shall unless otherwise agreed be made in EUR.
- 5.3** In case of late payment by Customer, Sectra reserves the right to revoke or alter the preceding terms of payment and any subsequent terms, including the right to demand advance payment or other security.
- 5.4** If Customer is overdue on any payment due under this Agreement, then Customer shall pay interest on the overdue amount at a rate equal to one and one-half percent (1.5%) per month or, if lower, at the highest rate permitted under applicable law. Interest shall accrue on a monthly basis from the date payment becomes overdue until Sectra receives payment in full of the overdue amount.
- 5.5** Each Party shall pay all taxes (including, but not limited to, taxes based upon its income) or levies imposed on it under applicable laws, regulations and tax treaties as a result of this Agreement and any payments made hereunder (including those required to be withheld or deducted from payments).

6 Support services

- 6.1** As regards maintenance and support of the dxr-online Service Sectra is not obliged to provide any support services in relation to the dxr-online Service (except as what follows from Sectra's limited warranty undertakings explicitly set out in this Agreement).

7 Training

- 7.1** Sectra provide a special Customer training program. The terms and conditions for the initial and additional training are set forth in the Order form.

8 Patient Integrity

- 8.1** Sectra adhere to a patient integrity policy for the safety of individual patients and patient information.
- 8.2** The dxr-online system is configured to automatically per default remove the information in the patient id and patient name DICOM tags when an image is received by the system.

8.3 Sectra recommends the Customer that images are de-identified prior to transfer such that the patient cannot reasonably be expected to be personally identified using the information within the image, if they choose to send images unencrypted over the internet.

8.4 dxr-online operators are trained persons who

8.4.1 do not disclose or use any protected health information they may come across, for any other purpose than providing the dxr-online Service to the customers.

8.4.2 signs a non-disclosure contract regarding patient information.

9 Limited warranty

9.1 Sectra represents and warrants that the dxr-online Service will be free from defects in material and workmanship for a period of twelve (12) months after delivery. EXCEPT FOR THIS WARRANTY, SECTRA MAKES NO, AND HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE DXR-ONLINE SERVICES, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE OR ANY OTHER MATTER. NO EMPLOYEE, REPRESENTATIVE OR AGENT OF SECTRA HAS ANY AUTHORITY TO BIND SECTRA TO ANY AFFIRMATION, REPRESENTATION OR WARRANTY EXCEPT AS STATED IN THIS AGREEMENT.

9.2 Sectra's sole obligation in case of a breach of warranty under this Section 9 shall be to either, at the option of Sectra, (i) remedy the defect, (ii) replace the dxr-online Service, or (iii) refund the purchase price. The foregoing states Sectra's entire liability and Customer's sole and exclusive remedy for breach of warranty. UNDER NO CIRCUMSTANCES SHALL SECTRA HAVE ANY LIABILITY TO CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY DESCRIPTION, WHETHER ARISING OUT OF WARRANTY OR OTHER CONTRACT, NEGLIGENCE OR OTHER TORT, OR OTHERWISE, INCLUDING WITHOUT LIMITATION, LOST GOODWILL, LOSS OF INVESTMENT, LOST PROFITS, BUSINESS INTERRUPTION, LOST DATA, LOST USE OR OTHER LOSSES.

9.3 Customer's right to claim under the limited warranty is further conditioned on full compliance with each and all of the following provisions:

- Customer shall have utilized the dxr-online Service in the work environment prescribed by Sectra and according to manuals and all other instructions and directions of Sectra;
- Customer shall have utilized the dxr-online Service with machine equipment and operative systems and installation environment as prescribed by Sectra or stated in the dxr-online Service specifications provided by Customer and accepted by Sectra;
- Customer can verify that the defect has occurred in an unaltered most current version of the dxr-online Service;
- Customer at its own cost shall have provided Sectra with all necessary information and/or material, in order for Sectra to verify the alleged defect; and
- the defect shall have occurred within twelve (12) months from delivery of the dxr-online Service.

9.4 Customer accepts that it is technically impossible to provide dxr-online Services that are completely error-free. Therefore, there is no warranty for customary errors that do not or only insignificantly impair the use of the dxr-online Service. Sectra warrants that the dxr-online Service has been tested and is operable and corresponds substantially to the Documentation. No warranty of any kind exists in case of an unauthorized intervention in the dxr-online Service

by Customer or any other party or in case the Software is used on an unsuitable or defective or application. Sectra shall have no liability whatsoever with respect to the functionality or quality of plug-ins or other auxiliary programs, designed to work together with the dxr-online Service, or for the interoperability of such programs together with the dxr-online Service.

10 Limitation of liability

- 10.1** For the avoidance of doubt the following paragraphs are not intended to be an estimate of the Parties' liability in the case of loss or damage occurring to the other Party. The sole purpose of this Section 10 is to provide clarification of the limitation of liability for each Party regardless of the size of the claim. Under no circumstances shall a Party be liable for an amount in excess of the damage actually suffered.
- 10.2** No Party shall be liable for any indirect damages whatsoever including, without limitation, damages or loss of profits, lost savings, business interruption, loss of business, information or data.
- 10.3** The liability of a Party for any direct physical damage to any other Party's tangible property caused by the negligence of that Party, its agents or employees shall be limited to the sum of 1 EUR. Sectra shall accept no liability in respect of property damage unless Sectra personnel are directly involved in the implementation/installation process.
- 10.4** The limitations provided for in this Section 10 shall not apply, and the Parties shall be fully liable, in case of any loss, cost or expense caused by the willful misconduct (including, but not limited to, the willful breach of any of the provisions of this Agreement) or gross negligence of a Party.
- 10.5** No Party shall be liable to the other for any delay or non-performance of its obligations hereunder in the event and to the extent that such delay or non-performance is due to an event of Force Majeure. Events of Force Majeure are events beyond the control of the Party which occur after the date of signing of this Agreement and which were not reasonably foreseeable at the time of signing of this Agreement and whose effects are not capable of being overcome without unreasonable expense and/or loss of time to the Party concerned. Events of Force Majeure shall include (without being limited to) war, acts of government, natural disasters, fire and explosions.

11 Miscellaneous

- 11.1 Notices:** All notices or other communications required or permitted to be given hereunder shall be in writing and (as elected by the Party giving such notice) be (i) personally delivered, (ii) transmitted by postage prepaid registered air-mail, (iii) transmitted by telefax to the Party to whom such notice or communication is being given at the addresses and telefax numbers set forth in the Order Form. Except as otherwise specified herein, all notices and other communications shall be deemed to have been duly given (i) on the date of receipt if delivered personally, (ii) three (3) days after posting if transmitted by mail, or (iii) on the date of transmission if transmitted by telefax (provided the sending machine gives confirmation that all pages have been transmitted to the telefax number of the receiver without error), whichever shall first occur. Each Party may change such Party's address for purposes hereof by notice to the other Party.
- 11.2 Complete Agreement:** This Agreement and the Order Form constitute the entire agreement between the Parties with respect to the *this* use of the dxr-online Service contemplated hereby and supersedes any prior agreements with respect thereto.

- 11.3 Amendment:** No terms of *this* Agreement may be altered, modified, amended, supplemented, terminated or waived except by an instrument in writing signed by both Parties.
- 11.4** The General Terms and Conditions may be modified by Sectra at any time without prior notice.
- 11.5 Headings:** Section headings herein are for convenience only and shall not be construed as a part of this Agreement.
- 11.6 Partial Invalidity:** If any terms or provisions of this Agreement not essential to the basic purpose hereof shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the Parties hereto that the remaining terms hereof shall constitute the agreement with respect to the subject matter hereof, and all such remaining terms shall remain in full force and effect and shall be deemed to constitute the entirety of this Agreement as though such illegal, invalid or unenforceable provision had never been a part hereof.
- 11.7 Further Assurances:** Sectra and Customer shall cause to be done, executed, acknowledged and delivered all and every further acts and assurances as Sectra and Customer, respectively, shall reasonably request for accomplishing the purposes of this Agreement.

12 Governing law and disputes

- 12.1** This Agreement shall in all respects be governed by and construed in accordance with the laws of Sweden.

12.2 *ICC*

All disputes arising out of or in connection with the present Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Stockholm, and the language to be used in the arbitral proceedings shall be English
