

This Demetra Master Services agreement ("Agreement") is entered into between Barco, Inc., a Delaware corporation with a principal place of business at 3059 Premiere Parkway, Suite 400, Duluth GA 30097, or the Barco Affiliate designated on the Order ("Barco") and the party ordering the Services for its internal use directly from Barco ("Customer"). Barco and the Customer each individually a "Party", and together the "Parties". The Parties agree as follows:

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.

"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 (temperature, battery status) and performance feedback data gathered through End-User's use of the Services.

"Functional Information" means the information described in clause 7.3.

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

"Intermediary" means an authorized agent of Barco who may invoice and bill Customer for the Services on Barco's behalf.

"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. Patient data includes protected health information ("PHI") and electronic protected health information ("ePHI") as defined at 45 C.F.R. § 160.103.

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

"Privacy Laws" means all then current laws and regulations regarding data privacy and transmission of personal data, including Patient Data, enacted in the United States that applies to Barco's provision of the Services to Customer. The Privacy Laws include, but are not limited to all then-current laws and regulations governing the privacy and security of Patient Data, including the Health Insurance Portability and Accountability Act, the Health Information Technology for Economic and Clinical Health Act, and all regulations promulgated thereunder (collectively "HIPAA"), as well as any state laws governing the privacy and security of Patient Data.

"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.

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 the level of a Subscription beyond the Subscription Activation Date. Increasing the level of an existing Subscription ("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. Decreasing the level of an existing Subscription ("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 Business Associate Agreement ("BAA"), Exhibit A, the User Manual or elsewhere in this Agreement. Customer shall not and shall cause its Users to not 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 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 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).

4. Barco responsibilities

4.1 Barco undertakes to (i) make the Services available to Customer 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:

- use the Services only in accordance with this Agreement, User Manual, Orders and applicable laws and regulations;
- be responsible for Users' compliance with this Agreement, User Manual and Orders;
- prevent unauthorized access to or use of Services, and notify Barco promptly of any such unauthorized access or use;
- be responsible for the accuracy, quality and legality of Customer Data, as further set out in clause 7;
- comply with terms of service of Third Party Applications, if any, with which Customer uses the Services;
- Ensure compliance with all Privacy Laws with respect to Customer's use of the Services; and
- 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 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

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or third party to:

- a) make any Service available to, or use any Service for the benefit of, anyone other than Customer or End-Users, unless expressly stated otherwise in an Order or the User Manual;
- 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 Intermediary, as applicable. Except as otherwise specified herein or 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 the 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 Intermediary's then-current fee schedule. Barco (and by extension Barco's Intermediary) reserves the right to increase prices for upcoming Subscription Periods in order to account for inflation or adjust pricing for Subscription levels 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 Intermediary, as applicable, in writing of the

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

Barco's or the Intermediary'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 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 the due date, then without limiting Barco's or Intermediary'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 Intermediary may invoice Customer and Customer shall pay that amount unless Customer provides a valid tax exemption certificate authorized by the appropriate taxing authority.

7. Data protection

7.1 Business Associate Agreement. As part of the execution of this Agreement the parties will also execute a Business Associate Agreement ("BAA") that complies with the requirements of HIPAA. The BAA will govern the parties' obligations with respect to the use and disclosure of Patient Data pursuant to this Agreement, including Barco's specific obligations with respect to the Patient Data as a Business Associate (as defined by HIPAA). The BAA is attached at **Exhibit C** and is incorporated herein by reference.

7.2 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 (where such privacy protection and security measures are determined by the requirements set forth in the BAA and HIPAA) 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

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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 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 PHI or ePHI, as required by Patient 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. Except as otherwise set forth in the BAA, as long as the Customer continues to subscribe to the Service, the Patient Data is retained for 30 years or any other term an End- User is legally required to store Patient Data.

7.6 Return of Data. Upon request by Customer made within 60 days after the termination or expiration of this Agreement, Barco will make Customer Data, End-User and Patient Data available to Customer for export or download as provided in the User Manual and at least for a six (6) month period. After such 60-day period, Barco shall have no obligation to maintain or provide any Customer Data, 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 or Intermediary 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 End-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 15.1). 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 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,

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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: (i) alleging that any of Customer Data, End-User Data or Patient Data infringes or misappropriates such third party's intellectual

property rights; (ii) arising from Customer's use of the Services in violation of the Agreement, the User Manual, Order or applicable law; (iii) alleging any violation of Patient Privacy Laws or failure to obtain necessary consents under such laws; or (iv) arising from any other professional services provided by or on behalf of Customer, 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 End-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. Customer may immediately terminate this Agreement upon written notification to Barco in the event of a material breach of the BAA by Barco, where such breach is not cured within 30 (thirty) business days.

13.4 Termination by Barco. Barco may terminate this Agreement upon 30 days written notice to Customer if Customer objects to any modification, amendment, or waiver to this Agreement as set forth in Section 15.5 herein.

13.5 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.

13.6 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.

13.7 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 clause 13.1 or 13.2, Customer shall pay any unpaid fees covering the remainder of the term of all relevant Orders.

13.8 Surviving provisions. The clauses 6 (Fees and payment), 7.2 (Customer Privacy Law Obligations), 7.3 (Functional Information) 7.4 (Return of Data), 8.1 (Reporting and Audit), 9 (Proprietary rights and licenses), 10 (Confidentiality), 11.6 (Disclaimers), 12 (Mutual indemnification), 13.6 (Surviving provisions), 14 (Limitation of liability), 15 (General provisions) will survive any termination or expiration of this 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) OR CUSTOMER'S INDEMNIFICATION OBLIGATIONS RELATED TO PATIENT DATA PRIVACY.

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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 Party. 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 they were an original party hereto.

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 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.

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EXHIBIT A Demetra Product Specific Terms

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. One subscription includes one dermatoscope device and entitlement for one or more user licenses. The number of new dermoscopic images per year ascribed to individual subscriptions can be 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)
- 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 purposes only, not for clinical use, comes without support or warranty, is subject to deletion of data at the end of the evaluation period, 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 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 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 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.

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EXHIBIT B Demetra Support Terms

Barco support available for the Demetra solution is offered on Demetra Care 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.

1. 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.

2. What is not included?

- a) Installation and integration services are outside the scope of these DemetraCare 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.

3. Service Procedures

- a) First line support should be obtained from a Barco Authorized Reseller, if applicable, or via the available online resources (knowledgebase, YouTube training video's, ...).
- b) Second line support under DemetraCare is made available by Barco during regional business hours as specified on <http://www.Barco.com/Support>.
- c) Refer to <https://www.barco.com/support/knowledge-base/KB5034> for more details on how to create a myBarco account and service ticket.
- d) Customers are 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.
- e) Customer's requests shall be made by a dedicated professional
 - i) who may be an employee or a service provider of Customer;
 - ii) who should be knowledgeable about the Application and the operating environment;
 - iii) who shall not be replaced without written notice to Barco (the "Customer Contact").
- f) A service ticket
 - iv) Can be opened by the Customer 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 Customer's systems, where required (and where permitted by Customer security policies);
 - Any other information reasonably requested by Barco to timely respond to questions and requests.
 - vi) The Customer Contact shall confirm to Barco whether Barco's support has resolved Customer's issue;
 - vii) Barco may close a service ticket on written notice to Customer in the absence of Customer's confirmation or when the issue, in Barco's reasonable opinion is resolved.

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EXHIBIT C
Business Associate Agreement

BUSINESS ASSOCIATE ADDENDUM

THIS BUSINESS ASSOCIATE ADDENDUM (the "Addendum") supplements and is made a part of the existing contract (the "Agreement"), by and between the user ("Covered Entity") and BARCO NV or its applicable subsidiary or affiliate ("Business Associate").

WITNESSETH

WHEREAS, Covered Entity and Business Associate entered into the Agreement by which Business Associate provides certain subscription services related to the Business Associate's Demetra product, including cloud-based storage of patient information collected by Demetra, to Covered Entity; and

WHEREAS, Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI"); and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the American Recovery and Reinvestment Act of 2009 ("Recovery Act") and regulations promulgated under HIPAA and/or the Recovery Act, as amended from time to time (collectively the "HIPAA Regulations") and other applicable laws; and

WHEREAS, the purpose of this Addendum is to satisfy certain standards and requirements of HIPAA and the HIPAA Regulations found at 45 CFR Part 160 and Part 164, including, but not limited to, Title 45, Section 164.504(e) of the Code of Federal Regulations ("CFR"), as the same may be amended from time to time.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows.

1. Definitions. Capitalized terms used, but not otherwise defined in the Agreement or this Addendum, shall have the same meanings given to them under HIPAA, the Recovery Act and the HIPAA Regulations, as amended from time to time. "Security Rule" shall mean the Standards for Security of Electronic Protected Health Information at 45 CFR parts 160 and 164, subparts A and C. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and 164, subparts A and E. All such definitions are incorporated herein by reference.
2. Stated Purpose for which Business Associate May Use or Disclose PHI. Except as otherwise permitted in the Agreement, this Addendum or the HIPAA Regulations, Business Associate shall be permitted to use or disclose PHI provided or made available from Covered Entity only as reasonably necessary to perform any function, activity or service for, or on behalf of, Covered Entity as specified in the Agreement or as otherwise specifically requested by Covered Entity. Business Associate will not request, use, or disclose PHI in any manner that constitutes a violation of the Privacy Rule. To the extent that Business Associate is carrying out any of Covered Entity's obligations under the Privacy Rule, Business Associate will comply with all requirements of the Privacy Rule that apply to a covered entity.
3. Business Associate Obligations. Business Associate shall:
 - 3.1. Not use or disclose PHI other than as permitted or required by this Addendum or as required by applicable law or regulation.
 - 3.2. Establish and maintain commercially reasonable and appropriate safeguards to prevent the use or disclosure of PHI other than as permitted under this Addendum; and, implement administrative, physical and technical safeguards consistent with the Security Rule that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic Protected Health Information that Business Associate creates, receives, maintains or transmits on behalf of Covered Entity as required by 45 CFR 164.314(a)(2)(i)(A). Such safeguards will include written policies and procedures and documentation requirements found in 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316 apply to Business Associate in the same manner as to Covered Entity. Additionally, Business Associate will report to Covered Entity any Breach of Unsecured PHI or Security Incident of which Business Associate becomes aware. A report of a Breach of Unsecured PHI will include the identification of

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each individual whose Unsecured PHI has been, or is reasonably believed to have been accessed, acquired, or disclosed during such Breach.

- 3.3. Request, use, and disclose only the minimum amount of PHI necessary for Business Associate to perform the services for which it has been retained by the Covered Entity.
 - 3.4. Report to Covered Entity any use or disclosure of PHI of which Business Associate becomes aware that is not provided for, or allowed by, this Addendum.
 - 3.5. Prior to making any permitted disclosures, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to be bound by the same privacy and security restrictions and conditions that apply to Business Associate under this Agreement, including but not limited to those conditions relating to termination of the contract for improper disclosure. Further, Business Associate shall implement and maintain sanctions against agents and subcontractors, if any, that violate such restrictions and conditions. Business Associate shall terminate any agreement with an agent or subcontractor, if any, who fails to abide by such restrictions and obligations.
 - 3.6. Make available to the Secretary of the U.S. Department of Health and Human Services all internal practices, books and records relating to the use and disclosure of PHI for purposes of determining Covered Entity's or Business Associate's compliance with the HIPAA Regulations as applicable.
 - 3.7. Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Addendum.
 - 3.8. Make available to Covered Entity such information as may be required to fulfill Covered Entity's obligations to provide access to, amendment of, and account for disclosures with respect to PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR §§164.524, 164.526 and 164.528.
 - 3.9. Comply, to the extent Business Associate conducts Standard Transactions with, or on behalf of, the Covered Entity, with each applicable requirement of 45 CFR 162, and shall require the same of any subcontractor or agent involved with the conduct of such Standard Transactions.
 - 3.10. Not use PHI to make any communications about a product or service that encourages recipients of the communication to purchase or use the product or service unless the communication is made as described in subparagraph (i), (ii) or (iii) of the definition of "Marketing" in 45 CFR 164.501. Such communication must be permitted under and consistent with the Agreement, including this Addendum.
 - 3.11. Limit disclosures of PHI to the Limited Data Set as defined by 42 CFR 164.514(e)(2) or the "Minimum Necessary" to accomplish the intended purpose of such use, disclosure or request, respectively, as provided in the Recovery Act §13405(b).
 - 3.12. Maintain necessary and sufficient documentation of disclosures of PHI as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures as necessary to fulfill Covered Entity's obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. §164.528. Notwithstanding Section 7 below, Business Associate and any agents or subcontractors shall continue to maintain the information required for purposes of complying with this Section 3.12 for a period of six (6) years after termination of the Agreement.
4. Permitted Disclosures by Business Associate. Business Associate may:
- 4.1. Use PHI in its possession for its proper management and administration or to fulfill any of its legal responsibilities.
 - 4.2. Disclose PHI in its possession to third parties for its proper management and administration, or to fulfill any of its legal responsibilities; *provided that* (i) the disclosures are required by law, as provided for in 45 CFR §164.103, or (ii) Business Associate has received written assurances from the third party that the PHI will be held confidentially, and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and that the third party will notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached, as required under 45 CFR §164.504(e)(4).

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- 4.3. De-identify any and all PHI, *provided that* the de-identification conforms to the requirements of 45 CFR §164.514(b), and *further provided that* Business Associate maintains the documentation required by 45 CFR §164.514(b), which may be in the form of a written assurance from Business Associate. Pursuant to 45 CFR §164.502(d), de-identified information does not constitute PHI and is not subject to the terms of the Addendum.
- 4.4. Treat requests for disclosure of PHI by individuals designated pursuant to paragraph 5.5 below, as made consistent with Covered Entity's duty to request only the Limited Data Set as defined by 42 CFR 164.514(e)(2) or, if needed by the Covered Entity, the "Minimum Necessary" to accomplish the intended purpose of such use, disclosure or request, respectively, as provided in the Recovery Act §13405(b).
- 4.5. Make any use and/or disclosure of PHI permitted under 45 CFR §164.512.
5. Obligations of Covered Entity. Covered Entity shall:
 - 5.1. Not request or require that Business Associate make any use, disclosure or alteration of PHI that would violate HIPAA or the HIPAA Regulations if done by Covered Entity.
 - 5.2. Use appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to the Agreement in accordance with the standards and requirements of HIPAA and the HIPAA Regulations until such PHI is received by Business Associate.
 - 5.3. Mitigate, to the extent practicable, any harmful effect that is known to Covered Entity of a use or disclosure of PHI in violation of HIPAA, the HIPAA Regulations or the requirements of this Addendum.
 - 5.4. Provide to Individuals a notice of privacy practices pursuant to 45 CFR §164.520 that shall, throughout the term of this Addendum, give notice of all the uses and disclosures that Business Associate is allowed pursuant to this Addendum.
 - 5.5. Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to or must comply with in accordance with 45 C.F.R. § 164.522 and 42 U.S.C. § 17935(a) to the extent that such restriction may affect Business Associate's use or disclosure of PHI. Covered Entity will provide Business Associate with notice of any grant of, change to, or revocation of permission by Individual to use or disclose PHI within a reasonable period of time after Covered Entity becomes aware of such occurrence to the extent that such event may affect Business Associate's permitted uses or disclosures of PHI.
 - 5.6. Obtain from Individuals any and all consents or authorizations necessary for Business Associate to provide its services under the Agreement. In the event of any changes in, or withdrawal of, any such consents or authorizations, Covered Entity shall hold Business Associate harmless from all financial and business consequences of providing services under the Agreement following such change or withdrawal.
6. Termination. Either Party may terminate the Agreement on written notice to the other if it determines that the other Party has violated a material term of this Addendum; *provided that* if an opportunity to cure is extended by the non-breaching Party, and the breaching Party cures the violation within the time allowed by the non-breaching Party, the cured violation can no longer serve as a basis for termination. If neither termination nor cure is feasible, the Party shall report the other Party's violation to the Secretary and the Agreement shall be deemed terminated upon written notice to the other Party.
7. Return or Destruction of PHI. Upon termination or expiration of the Agreement, Business Associate shall return to Covered Entity any and all PHI received from, or created by, Business Associate on behalf of Covered Entity that is maintained by Business Associate in any form whatsoever, including any copies or replicas. If returning the PHI to Covered Entity is not feasible for Business Associate, Business Associate shall destroy any and all PHI maintained by it in any form whatsoever, including any copies or replicas. Upon mutual agreement of Business Associate and Covered Entity, PHI may be fully de-identified pursuant to HIPAA standards, rather than returned or destroyed. Should the return or destruction of the PHI be determined by Business Associate to be not feasible, the Parties agree that the terms of this Addendum shall extend to the PHI until otherwise indicated by Covered Entity, and any further use or disclosure of the PHI by Business Associate shall be limited to that purpose which renders the return or destruction of the PHI infeasible. Should Covered Entity elect to subscribe to any extension services that allow ongoing storage of and/or access to PHI, the terms of this Addendum shall extend to the PHI for as long as such extension service remains available to Covered Entity. The Parties agree that the return or destruction of PHI is not feasible for Business Associate in the areas of auditing, liability, quality assurance, risk management and related matters. Accordingly, Business Associate may retain PHI and related information for such purposes after termination or expiration of the Agreement.
8. Amendment to Comply with Law. The Parties acknowledge that federal, state, local and other laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. Upon either Party's request, the other Party agrees to promptly

Demetra Master Services Agreement
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enter into negotiations concerning the terms of an amendment to this Addendum deemed necessary by a Party to comply with the HIPAA Regulations.

9. Limitation of Liability. Neither Party shall be liable to the other Party for any incidental, consequential, special or punitive damages of any kind or nature, whether such liability is asserted on the basis of contract, tort (including negligence or strict liability) or otherwise, even if the other Party has been advised of the possibility of such loss or damages.
10. No Third Party Beneficiaries. Nothing express or implied in the Agreement or this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
11. Term. The effective date of the obligations and rights of the Parties is the effective date of the Agreement, unless otherwise specified in the Recovery Act or the regulations promulgated thereunder. This Addendum shall terminate with the termination or expiration of the Agreement, unless otherwise provided in Section 7; *provided, however*, that Sections 7, 9, 10, 11, and 12 of this Addendum shall survive the termination or expiration of the Agreement.
12. Effect on Agreement; Conflicts; Interpretation. Except as expressly amended herein, all terms and conditions of the Agreement shall remain in full force and effect. Any conflict between the Agreement and this Addendum regarding the subject matter of this Addendum shall be resolved in favor of this Addendum. Any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the Recovery Act and HIPAA Regulations.

(Signature Page Follows)

Demetra Master Services Agreement

IN WITNESS WHEREOF, the Parties have caused this Addendum to be signed and delivered by their duly authorized representatives.

BARCO

On behalf of Covered Entity

By: _____
Name:
Title:

By: _____
Name:
Title:

Date: _____

Date: _____