

# AUVESY-MDT

## General Terms and Conditions

### Comments

1. Unless otherwise agreed upon in writing by AUVESY-MDT and Customer, the earlier of the subscription start date or the issuance of a Purchase Order shall be the date of acceptance of the attached quotation for services. Notwithstanding anything contained herein to the contrary, upon the earlier of the subscription start date or the issuance of a Purchase Order, Customer hereby expressly acknowledges, accepts and agrees to the attached quotation and these General Terms and Conditions (hereinafter collectively referred to as the "Agreement").

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2. AUVESY-MDT shall provide certain products and services to Customer on the terms and conditions described in the Agreement (hereinafter referred to as the "Deliverables"). Additional products and/or services may be provided at additional cost upon the written agreement of the parties. Customer acknowledges and agrees that AUVESY-MDT does not assign to Customer any inventions, copyrightable works or Confidential Information (as defined herein), which was or is developed by AUVESY-MDT or which was or is utilized by AUVESY-MDT in connection with the Deliverables. Customer acknowledges and agrees that AUVESY-MDT shall retain whatever ownership and other proprietary rights AUVESY-MDT otherwise has in all of its inventions, patents, trademarks, copyrightable works and Confidential Information.
3. Upon acceptance of the Agreement and these General Terms and Conditions, which occurs immediately upon the issuance of a Purchase Order, Customer shall be invoiced for the fees set forth on the Agreement (hereinafter referred to as the "Payment Rates"). Unless otherwise agreed upon in writing, payments are due without any deduction within thirty (30) days after invoicing. Bank details for payment will be set forth in the applicable invoice. In case the Customer is in default of payment, AUVESY-MDT will inform the Customer in writing.
4. The Payment Rates shall be subject to review and adjustment on an annual basis as determined in AUVESY-MDT's sole discretion. Any modification or addition to the Deliverables may be accompanied by additional fees as mutually agreed in writing by the parties prior to initiation of such modifications or additions. Any amounts due hereunder that are not paid by their due date will incur interest at the rate of one and a half percent (1.5%) per month, and Customer shall pay all costs of collection, including reasonable attorney's fees. AUVESY-MDT shall have the right to immediately suspend Deliverables in the event any amount becomes past due.
5. Unless earlier terminated in accordance with the terms hereof, this Agreement shall commence as of the issuance of a Purchase Order or the subscription start date, whichever shall occur earlier, and shall continue for the time period as set forth in the Agreement (hereinafter referred to as the "Initial Term"). Thereafter, this Agreement shall automatically renew for successive one (1) year terms (hereinafter each referred to as an "Additional Term") unless written notice of non-renewal is provided by either party at least thirty (30) days prior to the expiration of the Initial Term or any Additional Term, as the case may be. Both "Initial Term" and "Additional Term" shall each hereinafter from time-to-time be referred to as the "Term".
6. This Agreement may be terminated upon thirty (30) days' prior written notice in the event: (i) either party fails to perform any material obligation under this Agreement, if such failure is not cured within ten (10) days of the receipt of written notice from the other party, or such longer period as is reasonable under the circumstances, and provided that the defaulting party takes immediate steps to cure the default; (ii) either party becomes insolvent; (iii) either party fails to maintain any license, permit or

- certification required and such failure is not cured within thirty (30) days of the receipt of written notice from the other party; or (iv) there is a change in controlling local, state or federal laws, rules or regulations, or court decisions, which significantly alters either party's ability to perform under this Agreement or renders it commercially impracticable or unreasonable to continue under this Agreement.
7. All patents, trademarks, copyrights, know-how, designs, and other proprietary rights (hereinafter referred to as "Proprietary Rights") provided by AUVESY-MDT remain the sole property of AUVESY-MDT. AUVESY-MDT grants to Customer, a limited, non-exclusive license to use the Deliverables only in accordance with the terms of this Agreement. With respect to subscriptions, this limited, non-exclusive license shall apply only for the subscription contract Term, until expired or otherwise terminated. Customer agrees that it shall not, with exception for one (1) back up copy, reproduce, copy, or distribute the application or related documentation for any purpose without AUVESY-MDT's prior written consent.
8. In connection with this Agreement, each party (hereinafter referred to as the "Disclosing Party") may disclose or make available Confidential Information to the other party (hereinafter referred to as the "Receiving Party"). "Confidential Information" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, whether or not marked, designated, or otherwise identified as "confidential." Without limiting the foregoing: (a) the Proprietary Rights are the Confidential Information of AUVESY-MDT; and (b) the terms and existence of this Agreement are the Confidential Information of AUVESY-MDT. Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.
9. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall: (a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement; (b) except as may be permitted under the terms and conditions of this section, not disclose or permit access to Confidential Information other than to its representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this section; and (iii) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this section; (c) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care; (d) promptly notify the Disclosing Party of any unauthorized use or

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disclosure of Confidential Information and use its best efforts/cooperate with Disclosing Party to prevent further unauthorized use or disclosure; and (e) ensure its representatives' compliance with and be responsible and liable for any of its representatives' non-compliance with, the terms hereof. This shall apply during the Term of this Agreement and so long as the information remains Confidential Information.

10. Customer shall bear all risk of theft, loss or damage not caused by the gross negligence or willful misconduct of AUVESY-MDT or authorized AUVESY-MDT agents, for all Deliverables acquired pursuant to this Agreement. Customer agrees to defend, indemnify and hold harmless AUVESY-MDT, its subsidiaries and affiliates and its respective officers, shareholders, directors, members, employees, and agents, from any and all claims, judgments, demands, liabilities, damages of any kind or nature, costs or expenses incurred in connection with any claims (including but not limited to: lawsuits, administrative claims, regulatory actions and/or other proceedings to recover for economic loss) that relate in any manner or arise in any way from this Agreement, the Deliverables, AUVESY-MDTs representations and/or AUVESY-MDT's performance, breach or failure to perform by AUVESY-MDT, without limitation, breach of warranty and claims for violation of laws or ordinances. Customer's indemnification obligation will apply regardless of whether the claim arises in tort, gross negligence, recklessness, contract, equity or otherwise. This provision shall survive termination of this Agreement.
11. EXCEPT AS SET FORTH HEREIN, THERE ARE NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR THE DELIVERABLES PROVIDED OR RENDERED HEREUNDER. AUVESY-MDT SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
12. AUVESY-MDT's total liability hereunder for any and all claims shall be limited to the amounts paid to it by Customer during the most recent twelve-month period.
13. The parties shall cooperate with each other in the exchange of such data, documents and information as may be necessary for the performance of their obligations under this Agreement, and as may be necessary to comply with any applicable state and federal regulatory, reporting or other requirements. Customer shall provide AUVESY-MDT with full access to its computer system and information, so that AUVESY-MDT can perform the Deliverables hereunder.
14. The parties shall at all times comply with any and all applicable local, state and federal laws, rules and regulations relating to the provision of Deliverables under this Agreement, including, but not limited to, the maintenance of any required licenses, permits and certifications.
15. Customer shall not modify, alter, or make any changes to the Deliverables provided by AUVESY-MDT. Customer further shall not reverse engineer or attempt to recreate or redesign any Deliverables.
16. Each party shall, at its sole expense, at all times maintain comprehensive general liability insurance, in commercially reasonable amounts, against claims and losses which may arise out of the rendering of Deliverables under this Agreement.
17. The parties to this Agreement shall be independent contractors, and no joint venture, partnership, employment or other contrary relationship shall be created by this Agreement.
18. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors. Customer shall not assign any of its rights or delegate any of its obligations under the

Agreement without the prior written consent of AUVESY-MDT. No assignment or delegation will relieve Customer of any of its obligations under the Agreement. AUVESY-MDT shall have the right to assign this Agreement in its sole discretion.

19. In the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the validity of the remaining provisions shall not be affected and this Agreement shall otherwise remain in full force and effect.
20. No delay or omission by a party to exercise any right under this Agreement shall impair such right or be deemed or construed as a waiver thereof, nor shall a waiver by one party of any breach of a covenant to be performed by the other party be deemed or construed to be a waiver of any subsequent breach of such covenant or any other covenant under this Agreement.
21. Each party shall not be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its control, including, without limitation, strikes, lockouts, or other industrial disturbances, fires, acts of God; acts of a public enemy; pandemics; compliance with any regulations, orders, or requirement of any governmental body or agency; or inability to obtain transportation or necessary materials in the open market. This section shall not excuse the non-payment of fees hereunder.
22. The parties agree to work in good faith to resolve any disputes arising in connection with this Agreement or any Deliverables provided hereunder. In the event that a dispute cannot be resolved through such good faith efforts within thirty (30) days of the date the dispute arises, either party may submit such disputes to arbitration before a single arbitrator pursuant to the rules of the American Arbitration Association. Nothing herein shall be construed as a waiver by either party of the right to pursue any available legal recourse.
23. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to conflicts or choice of laws rules, principles or provisions. The parties hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the state courts of Cobb County, Georgia or the United States District Court for the Northern District of Georgia located in Atlanta, Georgia for any lawsuits, claims or other proceedings arising out of or relating to this Agreement. In the event of litigation or other proceedings by AUVESY-MDT to enforce or defend any term or provision of this Agreement, Customer agrees to pay all costs and expenses sustained by AUVESY-MDT, including but not limited to, actual attorneys' fees and costs. AUVESY-MDT shall be entitled to reimbursement of actual attorneys' fees and collection costs incurred to enforce its rights under this Agreement.
24. This Agreement sets forth the entire agreement and understanding of the parties as to the subject matter hereof and supersedes all proposals, oral or written, and all other prior communications between the Parties with respect to such subject matter. In the event of any conflict between this Agreement and a Purchase Order issued by the Customer, this Agreement shall control to the extent of such conflict. Any different terms and conditions proposed by Customer shall not be binding on AUVESY-MDT and are hereby expressly rejected unless specifically approved by AUVESY-MDT in writing.