



## End User License Agreement

THIS END USER LICENSE AGREEMENT (“EULA”) IS ENTERED INTO BETWEEN YOU (THE “LICENSEE” OR “YOU”) AND ARTERYS INC. (“ARTERYS”) AND GOVERNS YOUR USE OF THE PRODUCT(S) AND/OR SERVICE(S) (EACH, A “SERVICE”) DESCRIBED IN THE APPLICABLE ARTERYS ORDER FORM, WRITTEN PURCHASE ORDER, OR OTHER WRITTEN AGREEMENT EXECUTED BY YOU AND ARTERYS, OR AN AUTHORIZED ARTERYS RESELLER (“ORDER FORM”). BY USING THE SERVICE(S), YOU ACCEPT THE TERMS OF THIS EULA. IF YOU ARE AN INDIVIDUAL ACTING ON BEHALF OF AN ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS EULA ON BEHALF OF THAT ENTITY. IF YOU DO NOT ACCEPT THE TERMS OF THIS EULA, THEN YOU ARE NOT PERMITTED TO INSTALL, ACCESS, DOWNLOAD OR OTHERWISE USE THE SERVICE(S).

### 1. License

Subject to Your compliance with this EULA, Arterys hereby grants You and Your employees a non-exclusive and non-transferable license to access and use the Service described in the applicable Order Form and accompanying user guide, and other technical documentation (“Documentation”), solely for Your use in accordance with the terms and conditions of this EULA. Such license to use the Service is limited to the term of the applicable Order Form and to Your internal and lawful business purposes. Licensee is responsible for all acts and omissions of its employees. Your exercise of the rights under this EULA is subject to establishing and maintaining a SaaS-based account with Arterys to manage the Service. Any conflict between the terms and conditions set forth in this EULA and any Order Form shall be resolved in favor of this EULA.

You agree that as between Arterys and Licensee, all right, title and interest in and to the Service (excluding any Licensee Data, as such term is defined below) and including all modifications and configurations, and all of Arterys’ proprietary technology, including, without limitation, all software, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information made available to the Licensee by Arterys in providing the Service and all derivatives thereof, are and shall remain Arterys’ or, as applicable, its licensors’. The Arterys’ name, all Arterys’ logos, and the product names associated with the Service are trademarks of Arterys or third parties, and no right or license is granted to use them. You shall not remove any Arterys trademark or logo from the Service.

### 2. Restrictions

You will not copy, modify, adapt, translate, emulate, vary, enhance, improve, decompile, disassemble, reassemble or reverse engineer the Service or any portion or element thereof; nor extract ideas, algorithms, procedures, workflows or hierarchies from the Service, Documentation, or any portion or element thereof; nor create derivative works from or based on the Service; merge or integrate the Service with any other software; nor assign Your rights or obligations under this EULA without Arterys’ prior written consent, or redistribute, encumber, sell, rent, lease, sublicense, make available, or otherwise transfer Your rights to the Service to any third party. You acknowledge and agree that the source code, structure, design, and logic of the Service is the Confidential Information of Arterys. You will not disclose to the public the results of any internal performance testing or benchmarking studies of or about the Service without Arterys’ prior written consent.



You agree that you will comply with all instructions and requirements in any specification sheets, user guides, security best practices and policies, and other documentation that we provide or make available to you in connection with the Service, including the technical specifications listed at <https://public.arterys.com/system-requirements.pdf>.

### 3. Term and Termination

The term of this EULA shall commence as of the Effective Date set forth in the applicable Order Form and continue throughout the term set forth in the applicable Order Form, until terminated as specified herein ("Subscription Term"). Unless otherwise set forth in the applicable Order Form, each Order Form, as well as this EULA, will, at the end of the initial term set forth in the Order Form, automatically renew for successive periods of equivalent duration, unless either party provides at least sixty (60) days written notice of its intent to terminate, prior to the end of the then-current term.

Except as otherwise provided in an Order Form, renewal fees will be equal to the then current number of subscriptions that Licensee has purchased multiplied by Arterys' then current subscriber fee in effect at the time of renewal. Notwithstanding the foregoing, Arterys reserves the right to change the rates, applicable charges and usage policies and to introduce new charges, for such Order Form upon providing the Licensee with written notice thereof (which notice may be provided by e-mail) at least 30 days prior to the then current renewal date of the Order Form.

Following material breach by a party of this EULA or an associated Order Form, the non-breaching party may terminate this EULA and any associated Order Forms by providing the breaching party with written notice that describes the breach with reasonable specificity. If the breaching party fails to cure the breach within thirty (30) days of such notice, then this EULA and any associated Order Forms will terminate at the completion of such cure period. In addition, either party may terminate this EULA and any associated Order Forms without cause upon at least thirty (30) days' advance written notice to the other party. All rights and obligations of the parties which by their nature are reasonably intended to survive such termination or expiration will survive termination or expiration of this EULA and each Order Form. For the avoidance of doubt, nothing contained in this EULA shall require Arterys to cease use of any data to which it has been granted rights pursuant to and in accordance with the provisions of this EULA.

On termination of this EULA, except as specified herein, the Licensee must promptly cease to use the Service and Documentation and return, destroy and erase (as requested by Arterys) all copies of the Documentation. On termination of this EULA, the Licensee shall pay Arterys for all fees that had accrued prior to the termination date. If the Order Form is terminated for any reason other than a termination as a result of Arterys' material breach, then Arterys shall be entitled to all of the fees due under the applicable Order Form for the entire unexpired terminated portion of the term of such Order Form. If the Order Form is terminated as a result of Arterys' material breach, then Licensee shall be entitled to a refund of the pro rata portion of any prepaid unused subscription fees or any other prepaid, unused fees paid by Licensee to Arterys under the Order Form.

### 4. Fees and Payment Terms

In consideration for the access rights granted to You and the Service provided by Arterys hereunder, You will pay Arterys the fees set forth in the applicable Order Form. In the event You wish to increase, or Your actual use of the Service exceeds, for any reason, the number of authorized or concurrent



users, images, usage rates, or other usage metrics for which the applicable fees have been paid, You shall be required to pay additional fees associated with the increased number of users, images, rates or other metrics, prorated for the remainder of the term of the applicable Order Form. Except as provided in an Order Form, all fees are billed in advance and are due and payable to Arterys within thirty (30) days of receipt of invoice. Except as expressly set forth in this EULA, all payment obligations are non-cancelable and fees are non-refundable.

Arterys shall be entitled (in addition to any other rights or remedies Arterys may have) to discontinue the Service and Your access to the Service if any fees are overdue until such amounts are paid in full. The fees are exclusive of all applicable sales, use, value-added and other taxes, and You will be responsible for payment of all such taxes (other than taxes based on Arterys' net income), fees, duties, charges and any related penalties and interest, arising from the payment of the fees or the provision of access to the Service to You. Arterys reserves the right to increase subscription fees in subsequent renewal Subscription Terms. You agree to pay a late charge of one and one-half percent (1.5%) per month (or part of a month), or the maximum lawful rate permitted by applicable law, whichever is less, for all amounts, not subject to a good faith dispute, and not paid when due.

## 5. Licensee Approvals and Clearances

You are solely responsible for determining whether Your use of the Service requires any additional approvals or clearances from any government regulators or other regulatory bodies, including licensing bodies with authority over the practice of medicine. Any use of the Service without having obtained all required approvals or clearances, even if otherwise in conformance with this EULA and the applicable Order Form, shall be at Your own risk and You shall hold Arterys harmless from Your failure to obtain such approvals or clearances.

## 6. Data Collection and Use

Licensee owns and will continue to own all rights, title, and interests in and to: (i) any data, information, content, annotations, observations, user interactions, images, and other materials Licensee provides to Arterys via the Service; and (ii) the Image File (as defined below) (collectively, "Licensee Data"). As used herein, "Image File" means the image(s), content and data uploaded to the Service, and any annotations to or deletions from such image(s), content or data made by the Licensee, reports of findings generated by the Licensee about or from the image(s), and predictive analytics created by the Licensee of such image(s), content, or data.

When You upload, submit, store, send or receive Licensee Data to or through the Service, you grant Arterys a non-exclusive, perpetual, irrevocable, fully-paid-up, royalty free license to use, copy, distribute, and otherwise exploit the Licensee Data, as well as statistical and other data derived from Your use of the Service, for any lawful purpose. Notwithstanding anything to the contrary, Arterys may retain a de-identified copy of such data (collectively, the "De-Identified Data"). Arterys will de-identify such data in accordance with the Health Insurance Portability and Accountability Act ("HIPAA"). Arterys owns the De-Identified Data and may use and share it for any purposes permitted by law.

Licensee represents and warrants that Licensee has obtained all consents and provided all notices necessary and/or required by applicable laws, rules and regulations, in order to enable Arterys to provide the Service to Licensee, and that Arterys' use of Licensee Data in accordance with the terms herein will not violate any third party's rights or any applicable laws, rules or regulations.



5.1 Edge Service. The Service includes a feature that removes certain individual identifiers set forth in HIPAA from the Licensee Data, before such Licensee Data is processed by the Arterys cloud (the "Edge Service").

5.1.1 On Premises. Licensee may use the Edge Service on-premises or online. The Edge Service may be installed at Licensee's site by Arterys or on Arterys' behalf by an end user or authorized reseller.

5.1.2 Online. The Edge Service is also available as an online feature of the Service. Licensee may opt to use the online version of the Edge Service to remove certain individual identifiers from the Licensee Data prior to uploading Licensee Data to the Service.

5.1.3 WHETHER OR NOT LICENSEE USES THE EDGE SERVICE PRIOR TO UPLOADING DATA TO THE SERVICE IS SOLELY DETERMINED BY LICENSEE. LICENSEE, AND NOT ARTERYS, BEARS ALL RISK OF UPLOADING ANY LICENSEE DATA THAT CONTAINS PHI, PATIENT PII, OR PATIENT PERSONAL DATA (AS DEFINED BELOW) TO THE SERVICE.

5.1.4. Licensee acknowledges and agrees that certain Arterys Services may require the use of certain PHI elements and that the Edge Service will not remove such elements if required for the applicable Service. For more information about specific Arterys Services and their required data elements, see the following specifications listed at <https://public.arterys.com/system-requirements.pdf>. If required by applicable law, Licensee will enter into a business associate agreement for such Services.

5.2. Licensee is solely responsible for ensuring that its users do not unintentionally upload any PHI, patient PII, or patient Personal Data to the Service. The PII and Personal Data of Licensee's authorized users are governed by Arterys' Privacy Policy at <https://www.arterys.com/privacy>. In the event Licensee or any Licensee patient is a resident of the European Economic Area, the terms of Attachment A hereto apply.

## 5.2 Definitions.

5.2.1 "PHI" means individually identifiable health information or "protected health information" as defined in the United States Health Insurance Portability and Accountability Act found at 45 CFR §160.103 ("PHI");

5.2.2 "Personally Identifiable Information" or "PII" means data that may be used to identify a specific individual defined under applicable law;

5.2.3 "Personal Data" is defined in Regulation (EU) 2016/679, the General Data Protection Regulation ("GDPR"), as information relating to an identified or identifiable natural person who resides in the European Economic Area ("EEA") or Switzerland or for the UK, the UK Data Protection Act of 2018 (UK GDPR), and who can be identified, directly or indirectly, by referencing an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

## 7. Warranties; Disclaimer

Arterys warrants that during the Subscription Term that the Service will conform, in all material respects, with the Documentation. Arterys does not warrant that it will be able to correct all reported



defects or that use of the Service will be uninterrupted or error free. Arterys makes no warranty regarding features or services provided by third parties. Licensee will provide Arterys with a reasonable opportunity to remedy any breach of the warranty and reasonable assistance in remedying any defects. Such warranty will only apply if the Service has been utilized by the Licensee in accordance with the Order Form and this EULA.

EXCEPT AS EXPRESSLY SET OUT IN THIS EULA, ALL SERVICES ARE FURNISHED BY ARTERYS "AS IS" AND WITH ALL FAULTS, AND ARTERYS DOES NOT MAKE, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, SPECIFICALLY DISCLAIMS, ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR CONDITION OF INTEROPERABILITY, INTEGRATION, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR FITNESS FOR A PARTICULAR PURPOSE.

WITHOUT LIMITING THE FOREGOING, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, ARTERYS MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE ACCURACY, RELIABILITY OR COMPLETENESS OF ANY PARTICULAR DATA (INCLUDING IMAGES) GENERATED BY THE SERVICE OR THE ABILITY OF THE SERVICE TO ACCURATELY ASSIST IN THE DETECTION OF DISEASE THEREOF OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. Arterys accepts no responsibility whatsoever for products, whether software or hardware, which are manufactured by persons other than Arterys or its affiliates unless otherwise agreed in writing between the Licensee and Arterys.

## 8. Limitation of Liability

TO THE EXTENT PERMITTED BY LAW, EXCEPT FOR A BREACH BY A PARTY OF ITS CONFIDENTIALITY OBLIGATIONS IN SECTION 12, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOST DATA OR IMAGES, BUSINESS INTERRUPTION OR LOST PROFITS, LOST REVENUES OR OTHER ECONOMIC LOSS OR DAMAGE WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, OR OTHER LEGAL OR EQUITABLE THEORY WHATSOEVER, IN CONNECTION WITH THE SERVICE OR ANY PRODUCTS OR DOCUMENTATION FURNISHED BY ARTERYS, NOR ANY SERVICES FURNISHED IN CONNECTION WITH THIS EULA, OR ANY COURSE OF CONDUCT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. TO THE EXTENT PERMITTED BY LAW, EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS HEREIN, BREACH BY A PARTY OF ITS CONFIDENTIALITY OBLIGATIONS IN SECTION 12, AND A PARTY'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, IN NO EVENT SHALL A PARTY'S LIABILITY FOR ANY DAMAGES ARISING UNDER THIS EULA OR OTHERWISE RELATING TO THE SERVICE, DOCUMENTATION OR SERVICES FURNISHED IN CONNECTION WITH THIS EULA EXCEED THE LICENSE FEES ACTUALLY PAID OR PAYABLE UNDER THE ORDER FORM FOR THE SERVICE WHICH FORM THE SUBJECT OF THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

## 9. No Medical Advice or Diagnoses

**The Service does not, and is not intended to, make medical diagnoses or prescribe treatments.** All medical services provided to a patient are provided by the healthcare provider in its professional



capacity, and not on behalf of Arterys. Arterys assumes no responsibility for and disclaims all representations and warranties regarding information provided by a healthcare provider to its patient.

## 10. Support

Arterys will, during the Subscription Term, provide email support during Arterys' normal business hours at: [support@arterys.com](mailto:support@arterys.com). Licensee will not include PHI in any customer service communications, such as email, instant/text messaging, and support desk tools. The Licensee is required to provide VPN access to Arterys for premium Edge Service maintenance and support.

Licensee will notify Arterys promptly if (1) Licensee becomes aware of any circumstances where the Service might have directly or indirectly caused or contributed to patient harm; (2) Licensee becomes aware of any malfunction or potential malfunction or other deficiency in the Service that could impact patient care or pose risk to the privacy or security of the Service; or (3) any adverse event or similar report made by Licensee to any government or regulatory entity regarding the Service.

## 11. Indemnification

Arterys will defend Licensee, its affiliates and their respective officers, directors, employees and agents (collectively, the "Licensee Indemnitees"), against any claim, demand, suit or proceeding made or brought against any of the Licensee Indemnitees by a third party alleging that the Service infringes or misappropriates such third party's intellectual property rights (a "Claim Against Licensee"), and will indemnify the Licensee Indemnitees from any damages (including reasonable attorney fees and costs) finally awarded against any of the Licensee Indemnitees as a result of, or for amounts paid by under a court-approved settlement of, a Claim Against Licensee. If a Claim Against Licensee is brought or is likely, in Arterys' sole opinion, to be brought, Arterys will, at its option and expense (A) obtain the right for Licensee to continue using the Service; (B) replace or modify the affected Service so that it becomes non-infringing; or (C) upon notice to Licensee, terminate this EULA or Licensee's use of the affected Service, provided that in the case of (C) Arterys promptly refunds to Licensee the prorated portion of any unearned pre-paid annual subscription fees paid hereunder for the affected Service. Arterys' obligations in this paragraph do not cover third party claims to the extent such claims arise from: (1) any products, services, technology, materials or data not created or provided by Arterys (including without limitation any Licensee Data), (ii) any part of the Service made in whole or in part in accordance to Licensee's specifications, (iii) any modifications made after delivery by Arterys, (iv) any combination with other products, processes or materials not provided by Arterys (where the alleged damages, costs or expenses arise from or relate to such combination), (v) where Licensee continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) Licensee's use of the Service is not strictly in accordance with this EULA or any Documentation.

Licensee will indemnify, defend and hold harmless Arterys, its affiliates and their respective shareholders, officers, directors, employees and agents (collectively, the "Arterys Indemnitees") against any claim, demand, suit or proceeding made or brought against any or all of the Arterys Indemnitees by a third party (i) alleging that the Licensee Data, or any use thereof, infringes the intellectual property rights or proprietary rights of others, or has caused harm to a third party, or (ii) arising out of or attributable to Licensee's misuse of the Service or breach of this EULA, or (iii) arising from or related to PHI, PII, or Personal Data uploaded to the Service by Licensee (each a "Claim Against Arterys"), and will indemnify the Arterys Indemnitees from any damages, reasonable attorney





fees and costs finally awarded against the Arterys Indemnitees as a result of, or for any amounts paid under a court-approved settlement of, a Claim Against Arterys.

Each party's obligation to indemnify the other party is conditioned on the party seeking indemnification: (i) promptly notifying the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby, (ii) allowing the indemnifying party to solely control the defense of any claim, suit or proceeding and all negotiations for settlement; provided that the indemnifying party shall not settle any claim that requires the indemnified party to admit fault without the indemnified party's prior written consent (such consent not to be unreasonably withheld or delayed), and (iii) giving the indemnifying party reasonable assistance in the defense and settlement of any claim, suit or proceeding for which indemnity is claimed.

This Section 11 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 section.

## 12. Confidentiality

Any non-public information provided by a Party (the "Disclosing Party") to the other Party (the "Receiving Party") during the Term, including specific terms and pricing, is the Disclosing Party's "Confidential Information." During the Term and the subsequent three (3) year period, the Receiving Party will maintain all Confidential Information in confidence and use it only as reasonably necessary to perform its obligations and exercise its rights under this EULA. The Receiving Party shall not disclose (or permit or suffer its personnel to disclose) any Confidential Information to any person or entity except to a director, officer, employee, outside consultant, or advisor (collectively "Representatives") who have a need to know such Confidential Information in the course of the performance of their duties for the Receiving Party and who are bound by a duty of confidentiality no less protective of the disclosing party's Confidential Information than this EULA.

Confidential Information excludes information that (i) is publicly available through no fault of the Receiving Party or anyone to whom the Receiving Party made such information available; (ii) was lawfully obtained by the Receiving Party on a non-confidential basis from a third party; (iii) the Receiving Party can conclusively demonstrate was legally in the Receiving Party's possession before the Disclosing Party provided it to the Receiving Party; or (iv) was independently developed by the Receiving Party or on the Receiving Party's behalf without the use of any information provided to the Receiving Party by the Disclosing Party.

Notwithstanding any other provision of this EULA, both parties acknowledge that any use of the Disclosing Party's Confidential Information in a manner inconsistent with the provisions of this EULA may cause the Disclosing Party irreparable and immediate damage for which remedies other than injunctive relief may be inadequate. Therefore, both parties agree that, in addition to any other remedy to which the Disclosing Party may be entitled hereunder, at law or equity, the Disclosing Party shall be entitled to an injunction or injunctions (without the posting of any bond and without proof of actual damages) to restrain such use in addition to other appropriate remedies available under applicable law.

## 13. Insurance



Arterys shall maintain in full force and effect during the term of any Order Form the following insurance: (a) Workers' compensation and employers' liability insurance with limits to conform with amounts required by applicable law; (b) Commercial general liability insurance with limits not less than one million dollars (\$1,000,000) per occurrence for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and products and completed operations coverage; and (c) Professional liability (Errors and Omissions) and Cyber Insurance each with limits not less than five million dollars (\$5,000,000) annual aggregate for all claims each policy year. As evidence of insurance coverage, upon request Arterys shall deliver certificates of insurance issued by Arterys' insurance carrier showing such policies in force during the term of this EULA.

## 14. General

This EULA, and all Order Forms that reference this EULA, constitute the entire understanding between the parties concerning the Service and the Documentation and supersedes all prior or contemporaneous oral or written communications with respect to the Service. This EULA shall not be modified, amended or in any way altered except by an instrument in writing signed by authorized representatives of both parties. Any notice or communication required or permitted to be given hereunder will be in writing and will be deemed given and effective (i) when delivered personally, or (ii) when received if sent by overnight courier, or by certified mail to the addresses set forth in the Order Form. Such address may be updated by the receiving party from time to time by providing written notice to the other party.

Licensee may not assign this EULA without Arterys' written agreement, which consent shall not be unreasonably withheld. Arterys may assign, delegate, sublicense or transfer its rights and obligations under this EULA at any time, and without notification to Licensee, to any person or entity that is an affiliate of Arterys or that acquires substantially all of the stock or assets of Arterys' applicable business.

In the event that any provision of this EULA is found invalid or unenforceable pursuant to judicial decree, the remainder of this EULA shall remain valid and enforceable according to its terms. Any failure by Arterys to strictly enforce any provision of this EULA will not operate as a waiver of that provision or any subsequent breach of that provision. This EULA and the rights and obligations of the parties hereunder shall be governed by and interpreted in accordance with the laws of the state of Illinois notwithstanding principles of conflict of laws. All disputes arising out of this EULA (excluding Arterys' right to obtain injunctive relief set out above) shall be resolved exclusively in the State and Federal Courts sitting in Cook County, Illinois, and each party submits to personal jurisdiction in such courts.



## Attachment A: EU Data protection rules

In the event Licensee or any Licensee patient is a resident located in the European Economic Area, Switzerland or the United Kingdom, the terms of this Attachment A apply to the processing of Patient Personal Data by Arterys, as per General Data Protection Regulation (GDPR) 2016/679 and UK Data Protection Act 2018 (UK GDPR).

### Scope and Purpose

For the purpose of this agreement, the Licensee is the Data Controller, who determines the purposes and means of the processing of Personal Data, and Arterys is a Data Processor, who processes Personal Data on behalf of the Data Controller. The Licensee shall comply with applicable data protection laws that may include the PGSSI-S (General Security Policy for Health Information Systems), and shall not, by act or omission put Arterys in breach of data protection laws, and have sole responsibility for the processing of Personal Data. Licensee has the right to lawfully supply the data (including any Personal Data) and has obtained and will maintain all necessary rights, licenses, consents and authorizations to transmit the Personal Data to Arterys and to permit it to be processed and used for the purposes contemplated by the EULA. Any data (including Personal Data) which Licensee transmits to Arterys will be accurate and up to date and Licensee shall have responsibility for the legality, reliability, integrity, accuracy and quality of that data.

Arterys, as a processor, shall only process Personal Data on behalf and in accordance with Licensee's written instructions as per the scope and purpose specified in the relevant Order Forms or EULA. Licensee's instructions for the Processing of Personal Data shall comply with applicable data protection laws and regulations. Arterys shall promptly notify the Licensee if, in its opinion, an instruction infringes this regulation or other Union or Member State data protection provisions.

The categories of data subjects are patients of the Licensee and the type of Personal Data is patient personal and health data. By written request of Licensee, Arterys shall maintain and provide records of processing activities solely in relation to the Processing of Personal Data under this EULA or relevant Order Form.

### Confidentiality and Security of Processing

Arterys shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any employee or contracted processor who may have access to the Personal Data, ensuring in each case that access is limited to those individuals who need to know / access the relevant Personal Data, as strictly necessary for the purposes of the EULA or Order Form, and to comply with applicable laws in the context of that individual's duties, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Arterys shall in relation to the Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in EU GDPR and UK GDPR.

## Storage Period

Arterys shall store data processed during the provision of Services as set forth on the applicable Order Form. Arterys is not responsible for data retention; it is a service included in the solution during the Subscription Term. The Service is not a substitute for the Licensee's obligation to store and archive the personal health data of its patients. Arterys shall, at the choice of the Licensee, delete or return all the Personal Data to the Licensee after the end of the provision of Services relating to processing unless Union or Member State law requires storage of the personal data.

## Sub-Processor

Licensee agrees that Arterys may use its affiliates and Sub-Processors to fulfill its obligations under this EULA or Order Form. The current list of Sub-processors is: (i) Amazon Web Services (AWS). Arterys shall inform the Licensee of any intended changes in the addition or replacement of Sub-processors, giving to the Licensee the opportunity to issue objections to these changes. Arterys shall remain fully liable to the Licensee for the performance of Sub-Processor's obligations.

## Licensee's Assistance

As Data Controller, the Licensee is responsible for the mandatory administrative formalities relating to data protection.

## Data Subject Rights

Arterys shall, using reasonable endeavors, assist the Licensee with its obligation to respond to requests to exercise Data Subjects rights. Licensee can request this assistance by contacting Customer Support at [support@arterys.com](mailto:support@arterys.com). Also, Arterys shall promptly notify Licensee if it receives a request from a data subject and will only respond to such request with Licensee's written response and/or with the Licensee's DPO email information. Licensee shall be responsible for any costs arising from Arterys' provision of such assistance.

## Security breach management and notification

Arterys shall notify the Licensee without undue delay after becoming aware of a Personal Data Breach.

Arterys shall assist the Licensee in the case of a notification of a Personal Data Breach to the supervisory authority and communication of a Personal Data Breach to the Data Subject.

## Data protection impact assessment and prior consultation

Arterys shall provide reasonable assistance to the Licensee in establishing a data protection impact assessment, when necessary, solely in relation to the Processing of Personal Data under the EULA or Order Form.