

Sectra Clinical Solutions Network Agreement

Between

(1) Sectra Imaging IT Solutions AB, Co.No. 556250-8241, Teknikringen 20, SE-583 30 Linköping, Sweden ("**Sectra**"), and

(2) _____ ("**Member**"),

[Name of Company etc., Co. No., Address]

the following agreement with Exhibits has been entered into (the "**Agreement**") with effect from _____ ("**Effective Date**").

1 Introduction

The Sectra Clinical Solutions Network Program ("**CSN Program**") is a program run by Sectra. Members of the program get the opportunity to integrate their products to Sectra products using interfaces provided by Sectra.

Sectra and the Member hereby agree to the Member's participation in the CSN Program as a

_____ on the terms and condition stated below.

[Type of membership]

2 Definitions

2.1 Members of the CSN Program are categorized as:

- (i) "**Commercial Developers**", which means professionals or companies that actively develops and are shipping software that interfaces, integrates or interoperates with Sectra products, and that is intended for commercial resale.
- (ii) "**Corporate Developers**", which means companies with a current Major Account agreement with Sectra. Corporate Developers actively develop software that interfaces, integrates or interoperates with Sectra products, and that is intended for in-house, non-commercial, non-resale purposes.
- (iii) "**Research Developers**", which means officially recognized institutions of higher learning. Research developers actively develop software for research and development purposes only (do not sell software) that interfaces, integrates or interoperates with Sectra product(s).
- (iv) "**Third Party Manufacturers**", which means professionals or companies that provide stand alone software or hardware products used with Sectra products.

2.2 In this Agreement, "**General Terms and Conditions for Software License**" shall mean the general terms and conditions, set out in **Exhibit 1**, that are always applicable when Sectra license a software product ("**Software Product**") to the Member. The Member hereby confirms that it understands and is bound by the General Terms and Conditions for Software License.

3 Enrolment in the CSN program

To apply for enrolment in the CSN Program, the applicant must submit a Member Application together with two signed copies of this Agreement. Sectra will evaluate the Member Application

and will notify the applicant in writing if it is accepted as a Member of the CSN Program or not. Sectra may at its own discretion for any reason reject a Member's application.

The Applicant becomes a Member of the CSN Program upon both the applicant's and Sectra's signing of this Agreement, and ceases to be a Member upon termination of this Agreement according to the terms and conditions stated herein.

4 CSN Program Benefits

4.1 Sectra shall use reasonable commercial efforts to provide the benefits described in Exhibit 2 ("Benefits") to the Member.

4.2 Sectra reserves the right to change any Benefit offered or provided under the CSN Program upon ninety (90) days' notice. Sectra shall not be required to provide any Benefits relating to questions or problems arising out of: (a) Member's use of any of Sectra's products or Benefits contrary to such FDA and CE regulatory approvals as Sectra may have from time to time, and contrary to Sectra's user manual of which a copy has been provided to the Member, (b) accidents, or (c) Member's negligence, misuse, or modification of any of Sectra's products or Benefits.

5 Fees and Payment

5.1 The Member will be responsible for and will pay all of its own costs and expenses incurred in connection with Member's participation in the CSN Program.

5.2 For the membership in the CSN Program, the Member shall pay Sectra an annual membership fee of USD 995, VAT and any other taxes, public duties and fees excluded. The membership fee shall be paid in advance for each membership period.

VAT, taxes, public duties and other fees of any kind that may be levied in connection with the transactions covered hereby shall be paid by the Member.

5.3 The annual membership fee is not applicable for academic institutions that join the CSN program for strictly research purposes, nor for third party manufacturers.

6 Rights to Sectra Trademarks and Software

6.1 "**Sectra Trademarks**" shall mean the name "**Sectra**" and any other name or trademark used by Sectra.

6.2 Sectra owns all rights to the CSN Program, to Sectra Trademarks and all other related material and software. The Member will not take any action that jeopardizes such proprietary rights or making efforts to acquire any right to the CSN Program or Sectra Trademarks.

6.3 Unless expressly approved in writing by Sectra, Members may not use Sectra Trademarks in the names of their companies, businesses, domain names, products, services, publications, organizations, or as part of any logo or other design element.

7 Confidentiality

7.1 "**Proprietary Information**" shall mean in relation to Sectra all its business and financial information, and all know-how related to the CSN Program.

- 7.2** The Member agrees not to disclose to any other party the contents of this Agreement and Conditions or any Proprietary Information disclosed by or received from Sectra. The Member's duty to hold this information in confidence expires 3 (three) years after the termination of this agreement. Furthermore, the Member shall not make copies of any Proprietary Information without the prior written consent of Sectra.
- 7.3** The Members obligations under Section 7.1 shall not apply to:
- 7.3.1** information evidently already known to the Member;
 - 7.3.2** information that is or becomes, through no violation of this Agreement, in the public domain;
 - 7.3.3** information disclosed in good faith without obligation of non-disclosure by an independent and unrelated third party who has a right to disclose the same; or
 - 7.3.4** information the Member has to disclose because of law or decisions by public authorities.
- 7.4** The Member shall ensure that agreements with external suppliers of products and services, e.g. IT consultants and printers include similar provisions as those stated in Section 7.1-7.2, if it is likely that the suppliers, in performing their assignment, may get access to Proprietary Information.

8 Modifications by Sectra.

Upon ninety (90) days' notice to the Member, Sectra may, upon its sole discretion, amend or modify this Agreement including the Benefits and the membership fee. These amendments or modifications shall become effective immediately at the end of such notice period.

If such amendments or modifications are unacceptable to the Member, the Member has the right to terminate this Agreement before the amendments or modifications become effective. If the Member does not terminate this Agreement within such period, the Member shall be deemed to have accepted such amendments or modifications.

9 Liability and Indemnification of the Member

- 9.1** Medical products including APIs that are sold by Sectra in Europe are CE-marked and medical products including APIs that are sold by Sectra in the USA have FDA 510(k) clearance. The Member is responsible to, if needed, obtain CE-grading for its own software, to obtain approval from the FDA for its software and to follow the rules of the Medical Device Directive and the applicable law implementing the rules of that directive. Sectra undertakes to inform the Member if any regulatory approval previously issued to Sectra is withdrawn or amended.
- 9.2** The Member agrees that it is solely responsible for fulfilling the regulatory requirements that is applicable for any application that is developed by the Member using Sectra Medical API.
- 9.3** Subject to the provisions of Section 9.6, the Member agrees that the Member will be solely responsible for, and that the Member will defend, indemnify and hold Sectra and Sectra's officers, directors, agents, employees and representatives harmless from and against, any and all claims, suits, damages, losses, liabilities, obligations, penalties and expenses, including legal fees and expenses, relating to or based on (i) any claims of negligence, misrepresentation, or error or omission on the part of the Member or agents, consultants or other representatives of the Member; (ii) any claims, warranties or representations made by

the Member or the Member's employees or agents that differ from the warranty provided for in the General Terms and Conditions for Software License or by Sectra in any other terms and conditions for software license (iii) any defect or malfunction of the Member software that interfaces, integrates or interoperates with Sectra Software Product or other Sectra products; (iv) any product liability claim from a third party that originates from any of the Member's software; (v) or any claim or loss as a result of the Member has not obtained CE-grading for its software, and/or has not obtained approval of the FDA for its software and/or breaches the rules of the Medical Device Directive and/or the applicable law implementing the rules of that directive.

- 9.4** Subject to the provisions of Section 9.6, should the Member fail to perform or observe any obligation imposed on the Member under this Agreement the Member shall compensate Sectra for all costs and losses, direct as well as indirect, whether Sectra decides to terminate this Agreement or not.
- 9.5** Subject to the provisions of Section 9.6, should any infringement of this Agreement by the Member result in an unauthorized person gaining access to parts or all information of the Sectra Software Product, and this damages Sectra's possibility to market and give license rights of copies, the compensation in each particular case shall be at least USD 20 000. If Sectra can show that it has suffered higher costs or losses, the Member shall compensate Sectra up to that higher amount.
- 9.6** Sectra acknowledges and agrees that the Member's maximum aggregate liability to Sectra under Sections 9.3, 9.4 and 9.5 shall not exceed the sum of USD 500,000 (Five Hundred Thousand US Dollars). In the event of gross negligence or intentional breach of this Agreement by the Member, however, the Member shall compensate Sectra for all costs and/or losses following such breach. Moreover, the Member's liability shall not be limited in any way if the Member in whole or in part (and without Sectra's written permission), translates, reverse engineers, derives source code, modifies, disassembles, decompiles, creates derivative works based on the Software, or copies and/or resells Sectra's Software Product.

10 Limitation of Liability

- 10.1** It should be noted that participation in the CSN Program does not in any way imply that a Member's software will be automatically included when Sectra products are sold. Whether or not a Member's software is sold together with a Sectra product is at the sole discretion of Sectra's partners who market and sell Sectra's products. Thus, the benefits offered under this Agreement does not include that the Member gets access to Sectra's customer base.
- 10.2** While Sectra shall use reasonable commercial efforts to provide the Benefits under this Agreement in a professional manner, Sectra cannot guarantee that every question or problem raised by the Member will be resolved or that published or orally disseminated referrals to the Member will be accurate or will result in additional customers. Certain technical difficulties may, from time to time, result in service interruptions. Member agrees not to hold Sectra responsible for the consequences of such interruptions. Nothing in this Agreement shall be construed as expanding or adding to any warranty for any products licensed under the General Terms and Conditions for Software License or other terms and conditions issued by Sectra.
- 10.3** The parties shall not be liable to the each other for any delay or non-performance of its obligations hereunder in the event and to the extent that such delay or non-performance is due to an event of force majeure.

Events of force majeure are events beyond the reasonable control of the parties which occur after the date that this Agreement has entered into force and which were not reasonably foreseeable at that time, and whose effects are not capable of being overcome without unreasonable expense and/or loss of time. Events of force majeure shall include (without being limited to) war, civil unrest, blockades, boycotts, strikes, lock-outs and other general labour disputes, acts of government or public authorities, natural disasters, exceptional weather conditions, breakdown or general unavailability of transport facilities, accidents, fire, explosions and general shortages of energy, failures in external network, software defects or inefficiencies, or other defects in computer equipment. Strikes, lock-outs, boycotts or blockades are events of force majeure even if either of the parties has taken the action itself or is the subject of the action.

- 10.4** Sectra is liable to the Member for breaches of this Agreement only if negligence or intentional mischief can be proven. The compensation shall never include indirect losses or lost profit.

Sectra's Liability shall always be limited to the amount actually paid by the Member to Sectra under this Agreement or such higher amount as Sectra may be able to recover from its insurers, limited to USD 20000.

11 Term and Termination

- 11.1** This Agreement shall enter into force on the Effective Date and shall remain in force for an initial period of twelve (12) months. If not terminated within thirty (30) days before the end of the initial period, the Agreement shall be automatically prolonged for consecutive periods of one (1) year.

The provisions of Section 6.1-6.3, 7.1-7.2, 9.5 and 9.6, and any obligations or rights incurred prior to termination, shall survive the termination of this Agreement

- 11.2** Notwithstanding the foregoing Section the Agreement shall be deemed automatically terminated upon:

11.2.1 the dissolution, bankruptcy or insolvency of a Party; or

11.2.2 the Member has not paid its membership fee within thirty (30) days from the date of the prolongation of the Agreement.

- 11.3** Notwithstanding the foregoing Sections 11.1-11.2, in the event of a failure by the Member to perform or observe any material obligation imposed on the Member under this Agreement, Sectra shall have the right to immediately terminate the Agreement by giving notice to the Member.

- 11.4** Notwithstanding the foregoing Sections 11.1-11.3, Sectra may, at its sole discretion, terminate the Agreement or any Benefit provided under the Agreement without cause or judicial intervention upon one (1) months written notice to the Member.

- 11.5** The Member may at its sole discretion terminate the Agreement without cause or judicial intervention upon one (1) months written notice to Sectra.

- 11.6** Upon termination, Benefits provided hereunder shall be returned or destroyed with written verification of such destruction. Upon termination or expiration of the membership, the Member shall, unless otherwise expressly provided herein, have no further rights or obligations under this Agreement.

- 11.7** Member is only entitled to refund of membership fee in the event of termination of the Agreement in accordance with Section 8 or 11.4. In the event of such refund the Member shall be entitled to a refund deemed reasonable by Sectra with respect to how long it is left of the membership period.

12 Miscellaneous

12.1 Entire Agreement

These terms and conditions contains the entire Agreement between the parties hereto with respect to the subject matter hereof and shall supersede any and all prior communications, representations, agreements and/or undertakings, either verbal or written, between the parties hereto in respect of the subject matter (excepting any prior confidentiality agreement(s) which may have been entered into between the parties, which shall continue in force). Any Appendices, amendments or other modifications of any of the terms and conditions of this Agreement must be in writing and signed by duly authorized representatives of the parties hereto.

12.2 No other warranties

Neither the Member nor any of its employees or agents has any right to make any representation, warranty, or promise to any third party on behalf of Sectra that is not explicitly stated in the Terms and Conditions for Software License, on an applicable product label or container or otherwise authorized in writing by Sectra.

12.3 Severability and Limitations of Actions

In the event that any provision of this Agreement or the application thereof to any person or in any circumstances shall be determined to be invalid, unlawful, or unenforceable to any extent, the remainder of this Agreement and its application to other persons shall not be affected thereby, and the remaining provisions of this Agreement shall continue to be valid and may be enforced to the fullest extent permitted by law and the parties agree in such event to substitute forthwith the invalid, unlawful or unenforceable provision by such effective provision as will most closely correspond with the legal and economic contents of the provision(s) so voided.

Both parties agree that no actions arising out of this Agreement may be brought by either party more than two years after the cause of action has become known to the other party.

12.4 Waiver

No consent or waiver, express or implied, by either party of any breach or default of the other party in performing its obligations under this Agreement shall be deemed or construed to be a consent or waiver of any other breach or default by the other party of the same or any other obligation hereunder. Any failure by one party to complain of any act or failure to act to the other party or to declare that other party in default shall not constitute a waiver by the first party of its rights under this Agreement. No waiver of any rights under this Agreement shall be effective unless in writing and signed by the party purporting to give the same.

12.5 Assignment and Binding Effect

Neither party shall have the right to assign any rights or liabilities arising under this Agreement without the prior written consent of the other party. This Agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

12.6 Press Releases and Announcements

Neither party shall issue any press release or announcement, or use the other party's name in promotional activity, or otherwise publicly announce or comment on the terms of this Agreement without the other party's express prior written consent.

13 Notices

13.1 Unless otherwise provided in this Agreement, all notices and other communications required or permitted to be given hereunder between the parties shall be in writing and shall be (i) delivered by hand, (ii) courier, (iii) registered post, (iv) transmitted by facsimile, or (v) transmitted by e-mail to the addresses stated at the top of this Agreement.

13.2 Communications in accordance with Section 13.1, shall be deemed to have reached the recipient party

13.2.1 if delivered by hand: when received;

13.2.2 if delivered by courier: on delivery;

13.2.3 if sent by registered post: two (2) days after delivery by post;

13.2.4 if sent by fax: on the day of transmission, on the condition that a confirmation of transmission is given by the receiving party;

13.2.5 if sent by e-mail: on the day of transmission, on the condition that a confirmation of transmission is given by the receiving party.

13.3 Any change of address shall be communicated to the other party in accordance with Section 13.1.

14 Disputes and applicable law

14.1 This Agreement shall be governed and construed according to Swedish law.

14.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The place of arbitration shall be in Stockholm. The language to be used in the arbitral proceedings shall be English.

15 Exhibits

15.1 This Agreement includes the following Exhibits:

Exhibit 1: General Terms and Conditions for Software License

Exhibit 2: CSN Program Benefits

[Place and Date]

[Place and Date]

[Member]

Sectra Medical Systems AB

[Authorized Signature]

[Authorized Signature]

[Printed Name]

[Printed Name]