

End User License Agreement

This End User License Agreement (“**EULA**”) is an important legal document that contains your obligations and responsibilities and establish the End User’s and Circle’s relationship when using StrokeSENS, a stroke decision-aid and notification software tool, and any other software provided to End User by Circle of which you are trying to download/install and use that has caused the provision of this EULA (“**Software**”). Please read the EULA carefully before using our Software.

This EULA is between the user of the Software (each, an “**End User**” and collectively, the “**End Users**”, “**you**” “**your**”) and Circle Cardiovascular Imaging, Inc and our affiliates (“**Circle**”, “**we**”, “**us**”, “**our**”). By signing below, accepting the terms upon download/install or using the Software, you accept and agree to be bound by and to comply with this EULA. If you do not agree with this EULA, do not use the Software. Continued use of the Software indicates your continued acceptance of the EULA. The EULA is effective on the earlier of the following dates: (i) when you first access the Software, or (ii) when you click to accept the EULA (the “**Effective Date**”).

A component of the Software may contains an image processing software which may be hosted on a local server, which receives, assembles, processes and analyzes DICOM images, including through artificial intelligence (the “**Image Processing Component**”);

A component of the Software may also contain an image viewing and client services component which may also be hosted on a local server which handles client and user interactions, logging services, user authentication services, and hosts the web-application interface of the Software (the “**Image Viewing and Client Services Component**”);

To use this Software to support clinical decision making the Software may require regulatory approval and depending on your jurisdiction and region, this Software may not have received regulatory approval, in which case, this Software is hereby only provided for research purposes only and research testing to the Customer (the “**Research Software**”);

Upon approval by the relevant regulatory and legal authorities where required, the Research Software will be commercially available to Customer for use to assist with clinical decision making in accordance with the applicable regulatory authority (the “**Commercial Software**”);

If you have any questions regarding the EULA, if you need to provide us with any legal notices, or if you have any complaints or claims with respect to the Software, you may contact us at:

Circle Cardiovascular Imaging, Inc.
1100, 800 5th Ave SW, Calgary, Alberta, Canada, T2P 3T6

1. DEFINITIONS

Throughout this EULA, the following definitions apply:

“**Applicable Laws**” means the domestic or foreign law, rule, regulation, order, or other action, decree or requirement in force which governs or regulates either party to this EULA or the Software.

“**Customer**” means you, or the organization, that is agreeing to this EULA or has signed the StrokeSENS licensing agreement, or entered into a contract with Siemens and determines the authorized End Users of the Software.

“**Customer Data**” means the data that the Customer or End User inputted through or was generated by the Software, including personal information and confidential information. Customer Data is hosted locally by Customer.

“**Customer Material**” means the Customer’s documents, information, specification, trademarks, distinctive

marks, and logos which are required by Circle to provide the Software.

“Documentation” means the documents and information made available to the Customer by Circle from time to time in relation with the Software.

“End Users” means the authorized users of the Software, as determined by the Customer, including the Customer and its employees, agent, or consultants, such as medical professionals.

“Intellectual Property” means any and all intellectual property, including without limitation, works, inventions (whether patentable or not), discoveries, improvements, trade secrets, know-how, scientific formulae, data, information, images, reports, results, analysis, software, models, research and development information, technical information, prototypes, specifications, patterns, drawings, algorithms, products, compositions, processes and protocols, methods, tests, devices, computer programs, trade-marks and any and all proprietary rights provided under patent law, copyright law, trademark law, design patent or industrial design law, semiconductor chip or mask work law, or any other statutory provision or civil or common law principles applicable to the protection of intangible proprietary information or rights, including trade secret law, which may provide a right in any of the foregoing as well as any and all applications, registrations or other evidence of a right in any of the foregoing. Notwithstanding anything to the contrary, the definition of Intellectual Property shall include the Software.

“Permitted Uses” shall mean using the Software consistent with the documentation and: (a) in the case of the Research Software, the internal research and internal testing of the Research Software inclusive of usability testing, the provision of feedback, and for retrospective and prospective clinical studies or as authorized in writing by Circle and explicitly not for assistance with clinical decision making, and (b) in the case of the Commercial Software, for the purposes of supporting health professional’s decision-making regarding strokes consistent with the Applicable Laws including the appropriate regulatory authorities’ authorization.

2. GRANT OF LICENSES

2.1 To the Software. Our Software is licensed, not sold to the Customer. The End User has the right to access and use the Software in accordance with the present EULA for the Permitted Uses.

2.2 Rights Reserved: All rights not expressly granted hereunder are reserved by Circle.

3. ACCEPTABLE USE OF THE SOFTWARE

3.1 End Users shall not:

3.1.1 Sell, transfer, sub-licence or otherwise make available the Software available to third parties;

3.1.2 Decompile, disassemble, reverse engineer, investigate, modify, create derivative works from the Software;

3.1.3 Attempt to gain unauthorized access to the Software, or otherwise circumvent any software protection or monitoring mechanisms of the Software;

3.1.4 Access the Software in order to build a similar or competitive product or service or copy any ideas, features, functions or graphics of the Software;

3.1.5 Impersonate any person, including accessing the Software using another End User’s access;

3.1.6 Scan, probe or test the vulnerabilities of our Software, introduce malicious software, or deploy a denial-of-services attack;

3.2 End Users agrees that they shall not use the Software in a manner (a) not permitted by Applicable

Laws or the Permitted Uses; (b) to create, transmit or distribute Customer Material or Customer Data or otherwise information or material which violates Intellectual Property, privacy rights and export control legislations, or which constitutes or encourages conduct that would constitute fraud or a criminal offence; (c) that results in the sharing of identifiers and passwords among End Users or third parties, or in the distribution, disclosure or use of the Software by unauthorized parties, including through any time sharing service, service bureau or network; (d) that involves penetrating the security controls implemented by Circle, such as by transmitting files containing viruses, worms, Trojan horses or other malicious software willingly or negligently, attempting to hack any security requirements, accessing the Software illegally, or modifying the Software, exclusive of the .

- 3.3 If Circle concludes that a violation of Sections 3.1 or 3.2 has occurred or is reasonably likely to occur, Circle may suspend or terminate your access to the Software.
- 3.4 A breach of Sections 3.1 or 3.2 shall entitle Circle to seek, in addition to any other rights and remedies hereunder or at law, injunctive or equitable relief, and such further relief as may be proper from a court of competent jurisdiction as set forth in this Agreement.
- 3.5 If Circle provides Customer with access to anonymized patient data Customer may use the anonymized patient data for internal testing of the software only ("Permitted Data Use"). This data shall be considered confidential information and shall not be disclosed to any other party and shall not be used for any purpose other than the Permitted Data Use. Customer shall not attempt, or entice a third-party to attempt, to re-identify the patients in the data. Customer shall only allow its internal staff to use the data for the Permitted Data Use and will notify Circle should the data be used for anything contrary to what is permitted in this provision.

4. INTELLECTUAL PROPERTY

- 4.1 Circle is the sole and exclusive owner of its Intellectual Property, and the Software is licensed, not sold to the Customer or End User. Circle shall also be the sole owner of any suggestions, enhancement requests, recommendations or other feedback provided by End Users to Circle, so long as they are related to the Software ("**Suggestion**") and End User hereby assigns to Circle, without limitation of any kind, all of its rights, titles and interests therein, Circle accepting such assignment.
- 4.2 Our trademarks, logos, products and Software names are our trademarks. Except as otherwise permitted by law, please do not use or display in any manner our trademarks without our prior consent.

5. OBLIGATIONS OF THE END USER

- 5.1 You acknowledge that the Software does not constitute or replace professional medical advice, nor does it replace decision-making. The Image Processing Component assists in the automatic receipt, identification and extraction of computer tomography (CT) study from DICOM image data and uses artificial intelligence to identify findings suggestive of acute ischemic stroke but does not replace the judgment of qualified medical professionals. You are responsible for making all required verifications to ensure the soundness and accuracy of the suggested findings.
- 5.2 You agree and understands that the Image Processing Component is dependent on the quality, accuracy, representativeness and integrity of the inputs, and that any outputs will depend on such inputs. The End User agrees and understands that Circle has no liability for any decisions resulting from the use of the Software or any outputs from the Software.

6. DISCLAIMER

- 6.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT AS SET FORTH IN THIS AGREEMENT, CIRCLE DOES NOT WARRANT THAT THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SOFTWARE. EXCEPT AS

PROVIDED IN THIS AGREEMENT, THE SOFTWARE AND THE DOCUMENTATION ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WHERE IS". EXCEPT AS SET FORTH IN THIS AGREEMENT, THE SOFTWARE IS PROVIDED WITHOUT ANY REPRESENTATION AND/OR WARRANTY OF ANY KIND AND CIRCLE MAKES NO OTHER REPRESENTATIONS, CONDITIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, STATUTORY, LEGAL OR OTHERWISE REGARDING THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE CONTENT, OUTPUTS OR DATA WHICH ARE DERIVED FROM OR RESULTS FROM THE USE OF THE SOFTWARE AND EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. THE END USER HEREBY WAIVES ANY LEGAL WARRANTY EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT.

- 6.2** End Users are responsible for keeping their credentials to access their account confidential and secured, including by following information security best practices regarding passwords. End Users should notify the Customer immediately once they are aware that their account is compromised or if they lose the password to their account. If accounts are compromised as a result of End Users' negligence, Circle shall not be responsible for any damages resulting from this negligence.
- 6.3** The Software is not approved for use in a clinical decision-making environment in all territories or jurisdictions, please refer to circlenvi.com for information in relation to the approved regulatory regions. For the avoidance of doubt, this Software is not permitted to be used in a clinical decision-making setting absent the necessary regulatory approvals.

7. LIMITATION OF LIABILITY

- 7.1** Circle's, its affiliates or partners', total liability to the you or to any third party for damages arising from any cause of action is, in the aggregate, limited to the fees actually paid by the End User or corresponding Customer during the current year from the date of the event giving rise to the claim except for intentional misconduct and gross negligence. The limitation of liability provisions of this agreement reflects an informed voluntary allocation of the risks (known and unknown) that may exist in connection with the Software and that such voluntary risk allocation represents a fundamental part of the agreement between the you and Circle.

Circle, or its affiliates or partners, are not liable for any special, indirect, incidental, consequential, exemplary, punitive or any similar or other damages of any nature suffered by the User whatsoever including, without limitation, loss or use or lack of availability of the User's facilities, including its computer resources and any stored data, loss of profits or revenue, or other commercial loss, or any claim for contribution or indemnity in respect of any claims against the User.

8. TERM

- 8.1** This EULA is effective at the Effective Date and remains as long as you are an End User. Your rights under this EULA terminate automatically if you fail to comply with any of its provisions (the "**Term**").
- 8.2** Sections 1, 2, 4, 5, 6, 7, 8 of this EULA shall survive the expiration or termination of the Term for any reason.

9. MISCELLANEOUS

- 9.1** If any provision of this EULA is in violation of any governmental statute or regulation, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions.
- 9.2** No modification, amendment or waiver of any provision of this EULA shall be effective unless in writing and signed by the Parties. No failure or delay by Circle in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, shall operate as a waiver of any such right, power or remedy.

- 9.3 Except as set forth in this EULA, you may not use our name, logo or other marks or issue any press release or make any public statement regarding this EULA without Circle’s written consent.
- 9.4 Circle shall not be liable or in default for any delay or failure of performance resulting from a situation beyond its reasonable control, including, without limitation, acts of God, acts of a civil or military authority, government orders and changes to Applicable Law, ransomware attacks, and zero day exploits (unless Circle has been negligent), acts of a public enemy (including terrorism), war, fire, flood, storms, earthquakes and explosions, pandemics such as COVID-19 and related impacts (a “**Force Majeure**”).
- 9.5 Circle and the End User are independent contractors, and this EULA does not create any agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship between them.
- 9.6 We may assign this EULA, in whole or in part, at any time with or without notice to you. You may not assign this EULA, or part of it, to any other person without our prior written approval. Any attempt by you to do so is void. You may not transfer to anyone else, either temporarily or permanently, any rights to use the Software.
- 9.7 This EULA describes the entire understanding and agreement of the parties and supersedes all oral and written agreements or understandings between them related to its subject matter.
- 9.8 This EULA, including its interpretation and effect, is governed by the laws applicable in the Province of Alberta, Canada, without regard to its conflict of law provisions. Both parties hereby agree to submit to the exclusive jurisdiction of the courts located in the judicial district of Calgary, Alberta, Canada in respect to any claim, proceeding or action relating to or otherwise arising out of this Agreement or the Service howsoever arising.
- 10. **IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by signing below, accepting the EULA upon the download/installation of the Software, or through its use of the Software, as of the Effective Date first written above.**

CIRCLE

End User

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____