

License Agreement

Please read carefully all of the terms and conditions of this license agreement before proceeding with the downloading and/or installation of or using this software.

This is the license agreement between **You** (“End User”) and **Smart Soft Healthcare** (“Developer”), registered in the Republic of Bulgaria, UIC 206542255, with seat and headquarters’ address at: 113 General Kolev Str., office 7.2., city of Varna, for the use of Smart Soft Healthcare’s **CoLumbo** software.

By continuing to use the software, End User accepts and agrees to be bound by all the terms and conditions of this license agreement. End User is not permitted to download, install and/or use this software until familiarized with all the Terms and Conditions of this license agreement. End User represents and warrants that is duly authorized to accept the terms and conditions of this agreement.

1. Software License Agreement

This is a legal agreement between the End User and End User’s company (collectively, “End User”) and Smart Soft Healthcare for the software product - CoLumbo –software for analysis of previously-acquired DICOM lumbar spine Magnetic Resonance (MR) images and spine MRI exams for measurements of spinal tissues based on advanced machine learning tools for users’ review and interpretation (the “Software”). Third party suppliers whose software has been incorporated into this Software or this Software has been incorporated in their software, are direct and intended beneficiaries of this Software License Agreement.

2. Grant of License for Software

Smart Soft Healthcare grants End-User a non-exclusive, non-transferable license to use the Software on a single computer, unless otherwise agreed, subject to the license scope and other restrictions set forth in this or any other applicable agreement. If a multi-user license is agreed, End-User may use the Software on a number of computers corresponding to the number of licenses End-User has purchased. If the computer is attached to a network then End-User is responsible to make sure that the Software may only be used by a number of concurrent users that corresponds to the number of licenses End-User has purchased.

3. Copyright

The Software is the property of and exclusively licensed by Smart Soft Healthcare and is protected by copyright laws of the EU and by international treaty provisions. Title to the Software (including, but not limited to originals, translations, compilations and partial copies, if any, and any intellectual property rights therein) shall not pass to End-User. End-User may not copy any written materials that accompany the Software.

4. Restrictions

End-User may not rent, lease, sublicense, or sell the Software.

End-User may not modify, translate, reverse engineer, decompile, disassemble or otherwise attempt: (a) to defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in the Software, including without limitation any such mechanism used to restrict or control the functionality of the Software; or (b) to derive the source code or the underlying ideas, algorithms, structure or organization from the Software (except to the extent that such activities may not be prohibited under applicable law). The Software is provided with Restricted Rights.

5. Limited Warranty

Smart Soft Healthcare warrants that for a period of sixty (60) days from the date of receipt (the “Warranty Period”), the media on which the Software resides will be free from defects in materials and workmanship under normal use. In the event that a nonconformity to the foregoing warranty appears during the Warranty Period, End-User must provide Smart Soft Healthcare with written notice of the claimed nonconformity. Smart Soft Healthcare shall, at its sole option, either: (1) use its commercially reasonable efforts to cure said nonconformity within a reasonable period of time; or (2) replace End-User’s copy of the Software with another copy of Software;

6. Disclaimer/No Other Warranties

No warranty shall apply if: (1) End-User’s computer malfunctioned and the malfunction caused the nonconformity; or (2) any other cause within End-User’s control caused the malfunction. Smart Soft Healthcare disclaims all other warranties, either expressed or implied, including, but not limited to, implied warranties for merchantability and fitness for a particular purpose, with respect to the software and any accompanying written materials. This limited warranty gives end-user specific legal rights. The end-user may have others, which vary from state to state and country to country. No agent, employee, or representative of Smart Soft Healthcare has any authority to bind Smart Soft Healthcare to any affirmation, representation, or warranty concerning the Software; and any affirmation, representation, or warranty made by any agent, employee, or representative shall not be enforceable by End-User.

Smart Soft Healthcare does not warrant that: (a) CoLumbo will meet End-User's requirements; (b) CoLumbo will operate in combination with the other hardware or software, except as expressly specified in the documentation; (c) CoLumbo will meet requirements that are not specified in the documentation, CE Marks, FDA clearance or labeling (d) CoLumbo will meet End-User’s requirements or requirements specified in the documentation, CE Marks, FDA clearance or labeling, should the End-User’s input data be incorrect, nonsensical or incomplete or (e) operation of CoLumbo will be uninterrupted or error free.

CoLumbo and CoLumbo documentation are provided on an “as is” “as available” basis without any warranty as to their performance, accuracy or as to any results generated through their use.

Smart Soft Healthcare shall not be responsible for any errors or omissions in, or improper operation or incorrectness or inaccuracy of CoLumbo, documentation or results or any delays, breakdowns or interruptions in End-User’s use of CoLumbo. End-User assumes all such risk for selection and use of CoLumbo.

All warranties, conditions or terms, whether express or implied by statute, trade usage or course of dealing or otherwise, including, without limitation, the implied warranties of merchantability, non-infringement, satisfactory quality, fitness for a particular purpose, systems integration, data accuracy or title, are expressly disclaimed by Smart Soft Healthcare.

End-User assumes sole responsibility for results obtained from the use of CoLumbo, and for conclusions drawn therefrom.

End-User acknowledges and agrees that CoLumbo is a prioritization-only, parallel-workflow software tool used by clinicians to triage and prioritize patient diagnosis and treatment within CoLumbo’s indications for use and requires the involvement of medical professionals. CoLumbo is not intended to

be, and End-User will not, and will not cause or permit others to, use it as a substitute for a qualified health care professional's clinical decision-making, medical diagnosis, treatment or advice. End-User further acknowledges and agrees that (i) Smart Soft Healthcare has not represented that CoLumbo has the ability to diagnose disease, prescribe treatment, or perform any other tasks that constitute the practice of medicine or other professional disciplines, and (2) in furnishing CoLumbo, Smart Soft Healthcare is not engaged in (a) the practice of medicine or the provision of medical advice, or (b) the diagnosis, treatment, or provision of clinical care to patients. It is End-User's responsibility to validate CoLumbo against End-User's standard operating procedures, and all federal, state and local regulations.

End-User acknowledges that (1) Smart Soft Healthcare has no control of or responsibility for End-User's, use of CoLumbo; (2) has no knowledge of the specific or unique circumstances under which the CoLumbo may be used by End-User, and (3) has no liability to End-User for any change made to the CoLumbo by any End-Users or any party other than Smart Soft Healthcare.

7. Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall Smart Soft Healthcare, its employees or licensors or affiliates be liable for any lost profits, revenue, sales, data or costs of procurement of substitute goods or services, property damage, personal injury, interruption of business, loss of business information or for any special, direct, indirect, incidental, economic, cover, punitive, special or consequential damages, however caused and whether arising under contract, tort, negligence, or other theory of liability arising out of the use of or inability to use CoLumbo, even if Smart Soft Healthcare or its licensors or affiliates are advised of the possibility of such damages. Since some countries/states/jurisdictions do not allow the exclusion or limitation of liability, and may allow liability to be limited, in such cases, Smart Soft Healthcare, its employees or licensors or affiliates' liability shall be limited to US \$50 (fifty dollars). Nothing contained in this agreement shall prejudice the statutory rights of any party dealing as a consumer.

8. Indemnification

End-User shall indemnify and hold Smart Soft Healthcare harmless against any and all liability, damages, claims, loss, costs and expenses caused by or arising from any and all claims and actions.

9. Export Control

CoLumbo and any related technical data are subject to the Delegated Regulation (EU) 2016/1699 and may be subject to export and import laws, regulations and restrictions in other countries. You agree to comply strictly with all such laws, regulations and restrictions, and acknowledge that You have the responsibility to obtain any licenses or permits that may be required to import, use, export, re-export, or otherwise transfer or disclose of CoLumbo or any related technical data.

10. Use of Data

(a) Protected Health Information. To the extent Smart Soft Healthcare creates, receives, maintains, transmits or otherwise has access to any protected health information ("PHI") in the course of performing under this Agreement, Smart Soft Healthcare shall only use and disclose such PHI as permitted by the administrative simplification section of the EU GDPR, and the applicable Business Associate Agreement between the Parties.

(b) Other Information. End-User agrees that Smart Soft Healthcare may also create, receive, maintain, transmit and otherwise have access to machine, technical, system, usage and related information that is not PHI, including, but not limited to, information about End-User's product, service, system and software, that is gathered periodically to facilitate the provision of CoLumbo support, consulting,

training and other services to End-User (if any), and to verify compliance with the terms of this Agreement. Smart Soft Healthcare or its agents may use such information to provide, develop or improve Smart Soft Healthcare's products or services.

11. Notices

All customer support questions should be addressed to Smart Soft Healthcare as provided on the contact page of <https://columbo.me/>. All requests for technical support must include:

- (a) End-User name and e-mail,
- (b) CoLumbo's software version,
- (c) description of the question/problem.

12. Applicable Law

This Agreement shall be governed by and construed in accordance with the internal laws of the Republic of Bulgaria without regard to its conflicts of laws rules.

13. Arbitration

Any and all disputes that may arise between You and Smart Soft Healthcare under or in connection with this Agreement, except for claims for injunctive relief, shall be submitted to final and binding arbitration heard by a single arbitrator in accordance with the then-current Commercial Arbitration Rules of the European Arbitration (the "EA"), unless otherwise agreed in writing by the parties. Any counterclaim not brought within 15 days after receipt of the arbitration notice shall be barred. The arbitration shall be conducted in any EA arbitration facilities in The Netherlands. The arbitration shall be conducted in English language. The award shall include a written statement of findings of fact and conclusions of law and the reasons on which it is based. It also shall include an award of legal fees, costs and expenses, including reasonable attorneys' fees and the arbitrator's fees and expenses, to the prevailing party. Subject to any terms contained in this Agreement limiting or excluding damages, the arbitrator may award any relief that the arbitrator deems proper, including without limitation equitable relief, provided that the arbitrator shall not have authority to award exemplary, special or punitive damages. The award shall be enforceable in any court of competent jurisdiction. The terms of this Section shall continue in full force and effect subsequent to and notwithstanding the termination of this Agreement.

14. Terms

Smart Soft provides free of charge the research version and/or clinical version of Columbo to the end-user for a period of 1 (one) month. Smart Soft will provide technical support via e-mail at a daytime response rate at best efforts. Online meetings via Microsoft Teams, Zoom, GoToMeeting, or other chat & video solutions may be used. After the study/trials are completed and Columbo license is not purchased, the end-user must delete the software – Columbo - from all installed sites (PCs, servers, MRIs, working stations, etc.).