

PLEASE READ THESE LICENCE TERMS CAREFULLY

BY ACCESSING THE SOFTWARE, YOU AGREE TO THESE TERMS WHICH BIND YOU.

1. DEFINITIONS

Access	as provided to you by us or the Subscription Holder which enables you to access and register for the Software in accordance with these terms
Cookie Policy	the Cookie Policy specific to the Software available at https://www.envisionit.ai/privacy/ .
Data Protection Laws	all applicable data protection and privacy legislation in force from time to time in the UK including the UK General Data Protection Regulation; the Data Protection Act 2018; the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2020; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.
Documentation	materials provided to you by us or via the Subscription Holder which relate to the use of the Software.
Intellectual Property Rights	patents, rights to inventions, copyright, moral rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, computer generated works, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Images	radiology diagnostic images, including but not limited to x-rays, mammogram, ultrasound, CT, MRI.
Licence Restrictions	as set out in clause 7.
Privacy Policy	our Privacy Policy as updated from time to time which can be found on our Website at: https://www.envisionit.ai/privacy/ .
Software	any of our software, platforms or services provided by us to the Subscription Holder from time to time to which you are granted Access, including the data supplied with the software, data input, and any updates or supplements to it.
Subscription Holder	a contractor, agent or employer who has purchased a subscription to use the Software that permits your use of the Software.

we, us, our Envisionit Deep AI Ltd incorporated and registered in England and Wales with company number 12518335 whose registered office is at Coveham House, Downside Bridge Road, Cobham, England, KT11 3EP.

Website <https://www.envisionit.ai/>.

2. HOW TO CONTACT US

- 2.1. If you wish to get in touch, please [contact us](#).
- 2.2. If we have to contact you, we will do so by email or telephone, using the contact details you have provided in the form accessible via the link provided.

3. THE LICENCE

- 3.1. We grant you a non-exclusive, royalty-free, worldwide, terminable licence to use the Software and the Documentation in accordance with these terms for your use only, on the following conditions:
 - 3.1.1. you have been provided with Access; and
 - 3.1.2. you have registered for the Software, and we have approved your use of the same;
 - 3.1.3. the Subscription Holder complies with the terms agreed between us and the Subscription Holder; and
 - 3.1.4. you must comply with all applicable laws relating to health care, medical care, treatment and diagnosis; and
 - 3.1.5. you comply with these terms and conditions; and
 - 3.1.6. If the Subscription Holder defaults on our terms, we have the right to suspend and/or remove your access to the Software and Documentation with immediate effect.
- 3.2. This licence grants you the right to use the Software as directed by your Subscription Holder for the duration of the Subscription Holder's subscription. Your use of the Software is subject to the restrictions and terms of this Licence, including but not limited to the Licence Restrictions.

4. YOUR PRIVACY

- 4.1. You agree to us collecting and using technical information about the devices you access the Software from and related software, hardware and peripherals to improve our service and Software as more particularly detailed in our Cookie Policy.
- 4.2. Under data protection laws, we are required to provide you with certain information about who we are, how we process your personal data, for what purposes, your rights in relation to your personal data and how to exercise them. This information is provided in our Cookie Policy and Privacy Policy and it is important that you read that information.

5. USE OF THE SOFTWARE

- 5.1. If you want to learn more about the Software or have any problems using the same please visit the [support section](#) of our website in the first instance, available via: <https://www.envisionit.ai/support/> or contact support on info@envisionit.ai.
- 5.2. The Software has not been developed to meet individual requirements. Please check that the facilities and functions of the Software meet your requirements.
- 5.3. The Software may require specific programmes or integration with existing programmes in order for you to access all or part of the Software.

- 5.4. You must have a compatible device and comply with these terms and conditions to Access the Software.
- 5.5. From time to time, we may update and change the Software to improve performance, enhance functionality, reflect changes or address security issues.
- 5.6. If you download or stream the Software onto any device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not you own the device.
- 5.7. Once you have been provided with Access, you will be able to register for the Software, including setting up a username and a password.
- 5.8. You will only be able to use the Software after we have approved your use of the Software.
- 5.9. You must set up a password to access the Software.
- 5.10. You must not share your username and/or password with anyone.
- 5.11. You must use the Software with all reasonable care and skill and use your best efforts to ensure the veracity of information input by you.
- 5.12. You agree that you will comply with Data Protection Laws at all times when using the Software.
- 5.13. You understand and accept:
 - 5.13.1. the Software should not and will not be relied upon by you to do and to perform your responsibilities and duties, including but not limited to clinical obligations;
 - 5.13.2. when using the Software, it is fundamental that you do not neglect analysis and review of Images;
 - 5.13.3. that you will comply with all applicable regulations, guidance and laws; and
 - 5.13.4. the purpose of the Software is to support and enhance your review and analysis of Images, but not to perform your duties and responsibilities as a practitioner.
- 5.14. You have and shall maintain the necessary qualifications to use the Software (which may be set by us from time to time).
- 5.15. You must ensure that all Images you submit to the Software are of a high quality and standard. If you submit Images that are of poor quality, the Software may not be able to perform its intended functionality.

6. LICENCE PERMISSIONS

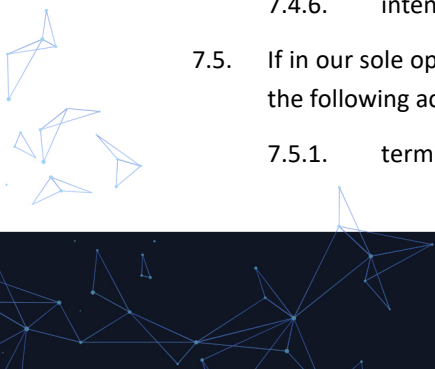
In return for you agreeing to comply with these terms and the Licence Restrictions you may:

- 6.1.1. access the Software on multiple devices for your own use (as directed by the Subscription Holder) in accordance with these terms and conditions; and
- 6.1.2. use the Software in accordance with the Subscription Holder's instructions and these terms and conditions, but where the Subscription Holder's instructions conflict with these terms, these terms take precedence.

7. LICENCE RESTRICTIONS

- 7.1. You agree that you will comply with these terms and all applicable technology control or export laws and regulations that apply to the technology used or supported by the Software.
- 7.2. You agree that you will not (except where explicitly permitted by the terms of this licence):

- 7.2.1. use the Software within a software application, website or software which competes with our operations;
 - 7.2.2. exceed the indicated storage capability of the Software (as notified to you from time to time);
 - 7.2.3. disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Software;
 - 7.2.4. provide access to or copies of the Software in whole or in part to third parties either directly or by sharing or otherwise disclosing the Access or your username or password;
 - 7.2.5. rent, lease, sub-license, loan, provide, or otherwise make available, the Software in any form, in whole or in part to any person and in no circumstance in competition with our operations;
 - 7.2.6. use screen-recording technology to record and/or capture your use of the Software. agree that you will comply with these terms and all applicable technology control or export laws and regulations that apply to the technology used or supported by the Software.
- 7.3. The Software must be used in an acceptable manner, as such you must not use the Software:
- 7.3.1. in any unlawful manner, for any deceitful purpose or any unlawful purpose, including terrorism or extremism or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the Software;
 - 7.3.2. to breach in any way any applicable local, national or international law or regulation;
 - 7.3.3. to cause harm (or attempt to harm) in any way;
 - 7.3.4. to create and/or share sexually explicit material or indecent images
 - 7.3.5. to bully, insult, intimidate or humiliate any person; and
 - 7.3.6. impersonate any person or misrepresent your identity or affiliation with any person;
- 7.4. You must not:
- 7.4.1. infringe our Intellectual Property Rights or those of any third party in relation to your use of the Software or Documentation, including by the submission of any material (to the extent that such use is not licensed by these terms);
 - 7.4.2. permit any third party to infringe the Intellectual Property Rights or those of any third party in relation to their use of the Software or Documentation, including by the submission of any material;
 - 7.4.3. transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Software;
 - 7.4.4. use the Software in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;
 - 7.4.5. collect or harvest any information or data from the Software or our systems or attempt to decipher any transmissions to or from the servers; and
 - 7.4.6. intentionally or recklessly input incorrect information into the Software.
- 7.5. If in our sole opinion you are in breach of this clause 7 then we may, at our discretion, take any or all of the following actions:
- 7.5.1. terminate your use of the Software; and/or



- 7.5.2. block your access to the Software; and/or
- 7.5.3. report your activity to the appropriate authority, medical body and/or the Subscription Holder; and/or
- 7.5.4. bring action against you in respect of your breach and pursue you for any damages arising from your action.

8. CHANGES TO THESE TERMS

- 8.1. We may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce.
- 8.2. If you do not accept the changes you may not be permitted to continue to use the Software.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. All Intellectual Property Rights in the Software and Documentation throughout the world belong to us (or our licensors) and the rights in the same are licensed (not sold) to you. This includes any modifications, updates, later versions, or adaptations to the Software and/or Documentation. You have no Intellectual Property Rights in, or to, the Software or Documentation other than the right to use them in accordance with these terms.
- 9.2. Where any Intellectual Property Rights accrue to you by virtue of your use of the Software and/or Documentation, you shall now and in the future assign the Intellectual Property Rights in (or which arise from) the Documentation and Software (including all goodwill) to us, with full title guarantee and free of all moral rights under the Copyright, Designs and Patents Act 1988.
- 9.3. You hereby grant us a fully paid-up, royalty-free, perpetual, irrevocable, worldwide licence to use and exploit the feedback you provide (literary or otherwise) for any purpose that we see fit, including but not limited to commercialising, providing, improving, training and developing our services and technologies.
- 9.4. You agree to notify us of any restrictions on usage and any other contractual restrictions arising in respect of any third-party Intellectual Property Rights.
- 9.5. You agree to indemnify us in full against all losses (whether direct or indirect) in connection with any claim made against us for actual or alleged infringement of a third party's Intellectual Property Rights in connection with your use of the Software and/or Documentation. This indemnity extends to any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by us.

10. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 10.1. Nothing in these terms limits any liability which cannot legally be limited, including liability for death or personal injury caused by negligence or fraud or fraudulent misrepresentation.
- 10.2. Regardless of how you use our Software and/or Documentation, we have no liability to you:
 - 10.2.1. whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this end user licence agreement for any indirect or consequential loss or damage;
 - 10.2.2. for any loss or damage suffered, including loss of work, income, or employment, where our performance is delayed due to technical issues with your equipment; or
 - 10.2.3. for any business or commercial losses, you or another party may suffer from use of or access to the Software including use as permitted or as restricted by the terms of this licence.

- 10.3. The Software may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).
- 10.4. You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.
- 10.5. For the avoidance of doubt, we are not liable for and do not guarantee compliance with any of your regulatory or legal obligations, including those which relate to patient care, medical advice, treatment, medical diagnosis and/or healthcare. You remain responsible at all times for your own compliance with the required regulations, guidance and laws.
- 10.6. You understand that the Software does not give specific advice on individual patients and should only be used by you acting within your clinical competencies. The Software is not a substitute for professional medical qualifications and are used at your own risk.

11. WE MAY END YOUR LICENCE IF YOU BREAK THESE TERMS

- 11.1. We may end your licence at any time by contacting you if you have broken these terms in a serious way, if the Subscription Holder has breached our terms and/or if the Subscription Holder's subscription to the Software ends.
- 11.2. If what you have done can be put right, we will give you a reasonable opportunity to do so but we reserve the right to terminate your use/block your access to the Software.
- 11.3. If we end your rights to use the Software, you must:
 - 11.3.1. stop all activities authorised by these terms, including any use of the Software;
 - 11.3.2. immediately delete or remove the Software from all devices in your possession and confirm to us that you have done this.

12. TRANSFERRING THIS AGREEMENT TO SOMEONE ELSE

- 12.1. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 12.2. You may not transfer your rights or your obligations under these terms.

13. NO RIGHTS FOR THIRD PARTIES

This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

14. SEVERANCE

- 14.1. If a court finds part of this contract illegal, the rest will continue in force.
- 14.2. Each of the clauses of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

15. NO WAIVER

- 15.1. Even if we delay in enforcing this agreement, we can still enforce it at a later date.
- 15.2. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

16. GOVERNING LAW AND JURISDICTION

The validity, construction and performance of the Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

- (a) is stored to recover the same.

