
Master Service Agreement M'Ath® CLOUD

Client.

11 April 2016

I.M.T. –US
Intelligence in Medical Technologies

IMT-US Inc.
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Client _____

Address

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Phone :

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SECTION I - Master Service and Level Agreement

1. Parties

This Agreement is executed by and between:

Client.

Having its principal place of business at
Address

Represented By: **Name**
Duly authorized representative of the Company

Hereinafter referred to as "Customer"

And

I.M.T. US Inc.
Having its principal place of business at
175 SW 7th St, Suite1900 Miami
FL 33310, USA

Represented By: **PJ Touboul**
Duly authorized representative of the Company

Hereinafter referred to as "I.M.T."

2. Purpose

It is the objective of I.M.T. to supply specified products and services of the highest quality, reliability and value for money to its Customers.

This Master Service Agreement (MSA) describes the I.M.T. proposal for the provision of Software and Services using I.M.T. M'Ath® CLOUD for the management of vascular ultrasound images on I.M.T.'s Cloud, under a Software License model and Pay per Use model. The following are the terms under which I.M.T. agrees to offer its software applications and services to Customer. Signature by both parties constitute acceptance of terms and conditions contained in the document and in any attached Exhibits or Statements. The agreement will be considered accepted upon signature by the Customer of the License and Service Agreement included as part of this document.

3. General terms and conditions

1.1. Payment Terms

Customer subscribes to the monthly base service per Appendix 2, and purchases measurement credits in advance, which he can replenish as needed. For each Order Form (OF) completed per Appendices 2 and/ or 3, I.M.T. will invoice the Customer as per the chosen option. The Measure Fee billing is triggered by the placement of each Order of Measure Credits after signature of the subscription contract, and can be applied on I.M.T.'s online payment system. All invoices are due upon order on I.M.T.'s online payment system. Should the case may be, I.M.T. reserves the right to charge a late fee of 1.5% per month that will be assessed on delinquent accounts for any and all charges outstanding. Non-receipt of payment may result in a halt to the license with at least 30 days' prior written notice from I.M.T. Non payment of the base service subscription fees, results in data being deleted after 3 months / 90 days data retention. The prices shown in Appendices 1, 2 and 3 of each OF may be revised after the first year of the Agreement, but shall in no event increase more than 2.5% per year.

1.2. Maintenance

Maintenance shall be provided by I.M.T. at no additional cost as long as Customer continues to utilize the Software I.M.T. provides periodic updates, bug fixes, version upgrades and improvements as part of its services, with scheduled maintenance service interruption. This agreement covers system non-conformities.

1.3. License to Use I.M.T.'s Software & Intellectual Property (IP)

I.M.T. grants to Customer a non-exclusive, non-transferable license to use I.M.T.'s Software and Measurement Services, to permit Customer's employees, consultants, and Customer's own customers (any entities that have a management services agreement with Customer) to access and use I.M.T.'s Software as installed on the Customer's dedicated Virtual Machine for Customer's business purposes. Customer may not sublicense, rent or otherwise distribute I.M.T.'s Software and Services. Customer has the right to copy, use and modify copies of application screens for its internal operations.

1.4. I.M.T.'s Ownership of IP; Customer's Ownership of its Data; Confidentiality

I.M.T. retains all right, title and interest in I.M.T.'s Software and related services and any improvements or updates of the Software and Services, including intellectual property rights. No right, title or interest in the Software or Services is granted. Customer may not sell, transfer, lease, rent, assign, make available for timesharing, or sublicense, in whole or in part, the Software or Services, or remove any proprietary notices of I.M.T. in the Software. Customer may not modify, reverse engineer, create derivative works based on, or decompile the Software, or otherwise reproduce or redistribute I.M.T.'s Software.

1.5. IP Indemnification

If a third party claims that the Software infringes a patent, copyright or trade secret, I.M.T. will defend and indemnify the Customer against that claim at I.M.T.'s expense. Customer will promptly notify I.M.T. in writing about any claim; Customer will allow I.M.T. control and will cooperate with I.M.T. in the defence of the claim or any related settlement (at I.M.T.'s expense). If such a claim is made, I.M.T. can permit Customer to continue to use the Software and Services, or to modify or replace the Software with non-infringing software, or if such options are not available, refund a portion of the license fees paid to I.M.T. based on the depreciated value of the Software (after deducting the value of Customer's use of the Software and Services prior to any final determination of infringement liability against I.M.T.).

1.6. Limited Warranty; Maintenance

I.M.T. assures Customer that during Customer's period of use, the Software and Services will be free from "bugs" or other defects in programming errors, which interfere with the use of the Services, and the Software will perform substantially in accordance with its specifications when installed and used in accordance with such specifications. I.M.T.'s sole liability and responsibility for a breach of this representation and warranty shall be to repair or replace any component of the Software or Service that does not operate in substantial accordance with I.M.T.'s written specifications when brought to I.M.T.'s attention and isolated. Mis-entry of data, malfunction of third party software, or misuse of Software provided hereunder may result in data errors and

inaccuracies. I.M.T. is not providing hereunder any medical or clinical services of any kind. Customer is solely responsible for all such data and for the use thereof.

I.M.T. MAKES NO REPRESENTATIONS OR WARRANTIES EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT AND THE TERMS OF THIS AGREEMENT AND EACH WORK ORDER EXCLUDE ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Customer acknowledges that the Services are based upon information supplied by both I.M.T. and Customer and that I.M.T., except as set forth above in this Section 2.3.6, does not guarantee or warrant such Services to any specifications, functions or other standards.

1.7. Disclaimer of Warranty; Limitation of Liability

THE SOFTWARE AND SERVICE ARE PROVIDED WITHOUT ANY EXPRESSED OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. I.M.T.'S SOLE OBLIGATION IS THE CORRECTION OF ANY KNOWN DEFECT IN THE SOFTWARE. I.M.T. WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE, INCIDENTAL OR INDIRECT DAMAGES (INCLUDING ANY LOSS OF DATA, REVENUE OR PROFITS) ARISING FROM A USE OF THE SOFTWARE AND SERVICE OR ANY DAMAGES RESULTING FROM ANY CLAIM, DEMANDS OR ACTIONS RELATING TO THE SERVICES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, except for the infringement indemnity in Section 1.4, any gross negligence or wilful misconduct by I.M.T, I.M.T.'s cumulative liability to the Customer shall not exceed the fees paid to I.M.T. by Customer for the use of the software & services under this Agreement.

1.8. Obligations of Customer

Customer is responsible for determining the purpose and the use of the Customer Data. Customer is responsible for ensuring that Customer's infrastructure complies with I.M.T. recommendation as stated in Section II –2.

1.9. Term & Termination

This license is effective until terminated. Customer may terminate this Agreement and license at any time by giving 60 days prior written notice of termination to I.M.T. Credits and fees purchased in advance are not refundable.

I.M.T. may also terminate this license if Customer breaches any of the terms of use of the Software or Service or breaches the terms of this Agreement or any other agreement between the two Parties.

1.10. Miscellaneous

This Master Service Agreement, the underlying Orders and the related attachments are the complete and exclusive statement of the agreement between Customer and I.M.T. regarding the Software and Services, and supersede any proposal or prior agreement or purchase order, oral or written, and any other communications relating to the subject matter hereof. In the event of any conflict between the terms and conditions of the OF and the MSA, specific terms and conditions contained in the OF will take precedence over the general terms and conditions contained in the MSA.

This license agreement shall be governed by and interpreted under the contract laws of Florida, USA, without regard to conflicts of law provisions.

This license may be modified or amended only in writing and signed by a duly authorized representative of both parties.

Failure or delays by I.M.T. in the performance of any obligation hereunder shall be excused if such failure or delay is due to causes beyond I.M.T.'s reasonable control, including acts of any civil or military authority, acts of God, or endemic failures on the World Wide Web, denial-of-service attacks, telecommunication systems failures, or interruptions of service or access. In the event of a breach of the license or payment provisions, a party shall be entitled to obtain an injunction against such breach. The right to obtain injunctive relief shall not limit a right to seek other remedies. The termination or expiration of this Agreement shall in no case relieve either party from its obligation to pay to the other any sums accrued hereunder prior to such termination or expiration. No delay, waiver, omission or forbearance on the part of either party to exercise any right under this Agreement shall constitute a waiver of any right arising out of subsequent breach or default by the other party.

SECTION II - I.M.T. Products and Services

1 Products

A complete description is provided in Appendix 1.

2 Services

2.1. Quality and Regulatory Compliance

All Software and Services implemented under this agreement are carried out by I.M.T. in accordance with its Quality Management System, which is certified to ISO 9001 and to ISO 13485. M'Ath® is FDA 510(k) cleared.

M'Ath® CLOUD is a HIPAA compliant hosted solution, on a dedicated IBM's SoftLayer® Cloud environment. IBM SoftLayer® provides the infrastructure and the environment allowing for HIPAA compliance. The infrastructure is provisioned and organized by I.M.T., using IBM SoftLayer® 's offerings to conform to the HIPAA regulations. Further, I.M.T. is managed and M'Ath® CLOUD is designed and administered to conform to HIPAA regulations, including in terms of identification, authentication, authorization, logging, communications security, and encryption. Both I.M.T. and IBM SoftLayer® are ready and willing to sign a Business Associate Agreement (BAA) with I.M.T.'s customers.

2.2. M'Ath® CLOUD Application Support

2.2.1.Scope

Our Software technical support policy defines the terms and conditions that bind I.M.T. to a specific environment, system or component under specific IT and functional conditions.

2.2.2.Minimum and recommended workstation configuration

M'Ath® CLOUD is accessed via a VPN on an IBM virtual machine (VM), accessible with any browser, with zero footprint. Consequently, the client configuration required to operate with M'Ath® CLOUD is standard and unspecific.

The main items of the end user's workstation configuration include:

- The type and version of the Operating System (OS) e.g. Windows XP SP3;
- The available memory of the Workstation e.g. 4 Mo Ram
- The processing power of the Workstation e.g. Intel Core 2 Duo

	Minimum configuration	Recommended configuration
Operating System	Windows 2000 Windows XP Windows 7 and Windows 8	Windows XP or Windows 7
Hardware	1.5 GHz single core processor, 512 MB Memory	2.5 GHz single core processor, or any dual core processor
Network	64 KBps Firewall must allow port 8080 Network Latency less than 400 ms to M'Ath® CLOUD OnLineserver	384 KBps ⁽²⁾ Firewall must allow port 8080 Network Latency 140 ms latency to M'Ath® CLOUD OnLineserver
Settings:	JavaScript enabled Screen display of 1024 x 768	JavaScript enabled Screen display of 1024 x 768

3 Training

Setup / Initial Order Form price includes one site Web based training per User, unless otherwise specified.

Training covers all the functional aspects of the configured M'Ath® CLOUD Application, and is adapted to the type of users to be trained.

With M'Ath® CLOUD, I.M.T. offers periodic and upon request web-based meetings and training sessions.

Web-based trainings are conducted remotely using web-based technology (two-hour sessions).
The trained site and the trainees should be equipped with a fast Internet connection.

4 User Support

1 Service Level

I.M.T. will provide help desk support via email and during working hours in France.

2 Contacts

eMail: support@iimt.fr

Hotline telephone number: (any country): US +1 401-345-8823 France + 33 1 45 78 11 11

Master Service Agreement	
From	TO
CLIENT. Address	IMT-US Inc. 175 SW 7th St, Suite1900 Miami FL 33310, USA
Represented By: NAME	Represented By: PJ Touboul
Duly authorized representative of the Company	Duly authorized representative of the Company
Date:	Date: 11 April 2016
Signature:.....	Signature

Appendix 1 - Product description

The descriptions below are valid at the time of MSA signature. They may be regularly updated in each OF.

1. Base description

M'Ath® CLOUD stands for Measurement of Atherosclerosis, and allows biometric measures on Ultrasound images of superficial arteries.

2. Features

Feature	Options
1. Intima-Media Thickness Automatic edge detection of intima media complex. Compliant with international recommendations (American Society of Echography recommendations, and Mannheim Consensus).	<input type="checkbox"/>
2. Plaque thickness, area and density measures Plaque evaluation of carotid and femoral arteries is made of thickness area and density values, using semi-automatic algorithms.	<input type="checkbox"/>
3. Stenosis degree in long and short axis These real time measures are semi-automatic, and provide in % the stenosis degree in diameter or area.	<input type="checkbox"/>
4. Arterial stiffness This measure, usually performed in clinical research, is an automatic evaluation of arterial elasticity on carotid or brachial artery from an ultrasound video sequence.	<input type="checkbox"/>

3. Technical description

M'Ath®CLOUD is installed on a virtual machine (VM), or on a private Cloud, managed by the Customer. It allows sending and receiving data from up to 5 CLOUD configurations, with AE Title, IP address and port number. PACS users earmark relevant DICOM images for M'Ath®CLOUD post-processing. Images to be quantified are then periodically and automatically collected from the configured CLOUD and stored in a dedicated M'Ath® CLOUD directory "images to be processed".

In M'Ath®CLOUD, trained authorized readers automatically can retrieve images to be processed. They open the application, and select the "images to be processed", by accessing the aforementioned directory, using the dedicated "open file" icon. They perform the IMT measurements.

In the background, M'Ath® CLOUD interrogates the dedicated directory on a regular basis, refilling the directory with any added images to be processed during the technician's M'Ath® CLOUD working sessions.

Once measurements are performed, the resulting DICOM images, with all the measurements in private tags and graphics, are stored on the VM in a dedicated directory for "processed files".

M'Ath®CLOUD automatically sends processed DICOM_JPEG images and reports to the PACS, and they are deleted from the directory "processed" immediately upon being sent.

4. Technical representation

Appendix 2 – Base service subscription

1. Application Set Up

Item	Units	Unit Price (\$)	Total Price (\$)
Installation on Client's VM		4 000	
Training Fee per user		600	

2. Subscription schemes

Item	Unit Price (\$)	Equivalent on annual basis (\$)	Chosen option
Monthly subscription fee, per month, in advance	100	1 200	<input type="checkbox"/>
Semi Annual subscription fee, per period of 6 months, in advance	500	1 000	<input type="checkbox"/>
Annual subscription fee, per 12 months period, in advance	900	900	<input type="checkbox"/>

Appendix 3 – Initial Credit order Form: Tick the desired number

1. Application Set Up

Item	Units	Unit Price (\$)	Total Price (\$)
Installation on Client's VM		Free of charge	
Training Fee per user		600	

5. Measurement credits

Credits are purchased in advance, and are debited per click consumption as follows:

- 1 click per IMT measurement /image
- 1 click per Plaque Area measurement
- 1 click per measurement of stenosis degree
- **For each patient visit, in any case, clicks are capped to 5**

Item	Options	Price per click (\$)	Total Price *
600 measurement credits	<input type="checkbox"/>	5	3 000
2000 measurement credits	<input type="checkbox"/>	4.75	9 500
4000 measurement credits	<input type="checkbox"/>	4,50	18 000
6000 measurement credits	<input type="checkbox"/>	4.25	25 500

(*) IMT will charge as per chosen option. Credits may be used at anytime and will not expire.

From CLIENT Represented By: NAME Duly authorized representative of the Company Date: Signature:.....
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Appendix 4 –New Credit Order Form

On Date / / , Customer orders M'Ath® CLOUD IMT measurement credits in advance as per the following form.

Item	Options	Price per click (\$)	Total Price *
600 measurement credits	<input type="checkbox"/>	5	3 000
2000 measurement credits	<input type="checkbox"/>	4.75	9 500
4000 measurement credits	<input type="checkbox"/>	4,50	18 000
6000 measurement credits	<input type="checkbox"/>	4.25	25 500

(*) IMT will charge as per chosen option. Credits may be used at anytime and will not expire

CREDIT ORDER FORM
From
CLIENT
Represented By: NAME
Duly authorized representative of the Company
Date:
Signature:.....