

## **PAYMENT TERMS AND CONDITIONS (PTC)**

These PAYMENT TERMS AND CONDITIONS constitute an integral part of the MASTER SERVICES AGREEMENT and any other referenced policies and attachments referred to in this agreement and an ORDER FORM.

The PARTIES declare that they have agreed as follows:

### **Article 1. Definitions**

Capitalised definitions in these PAYMENT TERMS AND CONDITIONS will have the same meaning as defined in the MASTER SERVICES AGREEMENT and related ORDER FORMS.

### **Article 2. Applicability**

These PAYMENT TERMS AND CONDITIONS apply to a related SUBSCRIPTION as well as any relating services provided by the SUPPLIER.

### **Article 3. Services fees, annual fees, invoicing and payments**

- 3.1. The terms and conditions specified in this Article 3 (services fees and annual fees) apply to all PRODUCTS and related services.
- 3.2. A one-time FEE will be charged for initial DEPLOYMENT SERVICES. The initial DEPLOYMENT SERVICES include the initial set-up, configuration, integration with the ORGANISATION SOFTWARE and operationalisation of the PRODUCT(S). The one-time FEE for initial DEPLOYMENT SERVICES also includes testing and optimisation of the PRODUCT(S) until the initial OPERATIONAL DATE.
- 3.3. A one-time FEE will be charged for initial training. The training FEE includes a single group training to explain the intended use of the PRODUCT(S) and how the PRODUCT(S) can be used.
- 3.4. Annual FEES will be charged for the HOSTED SERVER(S), SUPPORT SERVICES, MAINTENANCE SERVICES and for the SOFTWARE usage.
- 3.5. Additional DEPLOYMENT SERVICES beyond the initial DEPLOYMENT SERVICES, and, additional training beyond the initial training will be considered ADDITIONAL SERVICES for which FEES may apply.
- 3.6. The SUPPLIER will plan and make resources available on dates mutually agreed upon between the ORGANISATION and the SUPPLIER to provide DEPLOYMENT SERVICES, training, etc. In the event the ORGANISATION is not able to deliver the required information, provide access to its computer network or does not have personnel available on the mutually agreed upon dates to support the DEPLOYMENT SERVICES or training, it needs to inform the SUPPLIER at least two (2) weeks in advance to reschedule the DEPLOYMENT SERVICES or training. When the ORGANISATION does not inform the SUPPLIER in time, ADDITIONAL SERVICES fees may be charged for the resources that have been reserved and rescheduling those resources for a different date.
- 3.7. Any ADDITIONAL SERVICES purchased with an ORDER FORM will be charged according to the fees outlined in the annex "Additional services and additional volume bundle fees" in the ORDER FORM.

### **Article 4. Veye Lung Nodules, Veye Reporting**

- 4.1. The terms and conditions specified in this Article 4 (Veye Lung Nodules, Veye Reporting) apply specifically and only to the Veye Lung Nodules and Veye Reporting SOFTWARE.
- 4.2. The FEES for the SOFTWARE usage are based on the total number of OUTPUTS (e.g. reports) created through the SOFTWARE per twelve (12) consecutive months.
- 4.3. The ORGANISATION may purchase a specific number of OUTPUTS based on one or more volume bundles (hereinafter, "VOLUME BUNDLES"). Multiple VOLUME BUNDLES can be combined to reach a desired number of OUTPUTS. VOLUME BUNDLES must be paid upfront.
- 4.4. VOLUME BUNDLES are valid for twelve (12) consecutive months (hereinafter, "BUNDLE PERIOD"), unless otherwise agreed upon in this ORDER FORM. This means that OUTPUTS can only be used within the BUNDLE PERIOD. At the end of the BUNDLE PERIOD and/or on termination of the SUBSCRIPTION, whichever is first, any unused OUTPUTS will expire and cannot be used anymore. Unused OUTPUTS will not be reimbursed.
- 4.5. VOLUME BUNDLES automatically renew at the end of the BUNDLE PERIOD during the TERM of the SUBSCRIPTION, unless otherwise agreed upon in an ORDER FORM.

- 4.6. On the EFFECTIVE DATE of this ORDER FORM, the ORGANISATION purchases an initial number of OUTPUTS through a VOLUME BUNDLE (hereinafter, "INITIAL VOLUME PURCHASE"). Starting at the OPERATIONAL DATE the BUNDLE PERIOD for the INITIAL VOLUME PURCHASE will commence.
- 4.7. If the ORGANISATION's SOFTWARE usage is estimated to exceed their purchased number of OUTPUTS, the ORGANISATION may purchase additional VOLUME BUNDLES (hereinafter, "ADDITIONAL VOLUME PURCHASE"). An ADDITIONAL VOLUME PURCHASE will be charged according to the fees outlined in the annex "Additional services and additional volume bundle fees" in the ORDER FORM.
- 4.8. The SUPPLIER will inform the ORGANISATION when the ORGANISATION's SOFTWARE usage reaches 80% of the purchased OUTPUTS.
- 4.9. When the ORGANISATION's SOFTWARE usage reaches the maximum number of OUTPUTS, the SUPPLIER may switch off the SOFTWARE until such time as the ORGANISATION purchases additional VOLUME BUNDLES or until a BUNDLE PERIOD renews.

#### **Article 5. Veye Clinic**

- 5.1. The terms and conditions specified in this Article 5 (Veye Clinic) apply specifically and only to the Veye Clinic SOFTWARE.
- 5.2. An annual FEE will be charged for the SOFTWARE usage.

#### **Article 6. General provisions**

- 6.1. FEES will be invoiced based on the invoice schedule as specified in an ORDER FORM.
- 6.2. Invoices for the FEES specified in this ORDER FORM will be submitted via the invoice e-mail address as stated in this ORDER FORM. The ORGANISATION must pay each invoice within the payment term that is specified in an ORDER FORM. All FEES exclude VAT and other government-imposed taxes and levies.
- 6.3. No alteration, amendment, waiver, cancellation or any other change in any of the terms or conditions of these PAYMENT TERMS AND CONDITIONS will be valid or binding on either PARTY unless otherwise agreed to in writing by the PARTIES and signed by an authorised representative of each PARTY. Amendments will be specified in an ORDER FORM.