



Trial Service and Support Agreement for Use of AtheroEdge™ Software

This Trial Service and Support Agreement for Use of AtheroEdge Software (“Agreement”) is entered into this ___ day of September, 2013 between AtheroPoint, LLC, A California limited liability company, (“Company”) and _____ (“Customer”).

RECITALS

- A Company provides Ultrasound Diagnostic Services for atherosclerosis and other diseases to health care providers;
- B Customer wishes to conduct a limited free trial of the Company’s technology services to evaluate the possibility of entering into a formal agreement with the Company for the provision of the Supplier’s Cloud technology on agreed modules.
- C The parties have agreed to conduct the end-to-end free trial on the terms of this Agreement.

1. Definitions

- “Company” means AtheroPoint, LLC.
- “Agreement” means this software license.
- “Documentation” means the specifications, operating manual, and other documentation related to software, if any, supplied by the company or its affiliates/vendors
- “Anonymized data” means that patient identifiable information has been removed from the data. Examples include removing patient information from DICOM headers or patient identifiable information from the JPEG or BMP images.
- “Site” means the customer’s patient care facilities, which may be a clinic, hospital or a reading center or a healthcare organization.
- “Services” means the analysis of patient’s image data uploaded by a subscriber physician/healthcare organization. This includes working with the site to manage the image data transfer, analyzing the data, generating, and electronic transfer of the report to the subscribing customer.
- “Software” means company’s FDA 510(K) cleared AtheroEdge™ software.
- “Data processing” means securing the cIMT (carotid IMT) and cIMTV (carotid IMT variability) measurements corresponding to the carotid ultrasound image.
- “User” means the physician (such as radiologist, neuroradiologist, cardiologist, and endocrinologist) or a technician such as sonographer.
- “Customer or Subscriber” means any clinic, hospital, reading center, healthcare organization, independent physician or sonographer entering into this Agreement.
- “Software updates” means software changes that are bug fixes, error corrections or functional modifications that do not constitute an upgrade.
- “Software upgrade” means software that provides substantially improved features, enhancements and functionality to the Software that may be provided by the Company for a separate fee.

2. Term of Trial Period

Free Evaluation/Free Trial: Company offers this free trial program to provide potential customers with the opportunity to evaluate the efficacy of AtheroPoint software service prior to purchase. The Company will process up to fifty (50) patient image frames and provide corresponding cIMT and cIMTV reports to the User for assessment during this trial period.

3. Service protocol

The company provides services in form of processing patient data through its propriety “AtheroEdge™” software. AtheroEdge™ accurately estimates Lumen-Intima (LI) and Media-Adventitia (MA) borders and automatically measures the Intima-Media Thickness (IMT) of the longitudinal carotid artery images provided by the User.

- 3.1 *Compatible Image Formats:* The user may provide images in Digital Imaging and Communications in Medicine (DICOM), Joint Photographic Experts Group (JPEG), or Bitmap image file (BMP) format.
- 3.2 *Interface with Different OEM Types:* AtheroEdge™ software accepts ultrasound carotid images captured by the following major ultrasound vendors: GE, Philips, Siemens, SonoSite, Toshiba, Hitachi and eSaote.
- 3.3 *Data Transfer:* Enrolled physicians can deliver ultrasound images of the carotid artery to the Company utilizing one of the data transfer methods listed below:
 - Customer upload to the Company’s Secure Server: The Company will provide client logins on the Company server to upload the data for processing and return receipt of the IMT/IMTV measurement reports.
 - Compact Disc: Physicians can ship patient’s carotid ultrasound images on compact discs that may be analyzed by AtheroEdge™ software.
 - Company Download of Images: Customers or Users may provide Company access to Customer’s data server for the Company to download designated patient images for data processing and report generation.
- 3.4 *Patient Report Generation:* The Company uses its proprietary AtheroEdge™ software to perform early diagnosis through speedy and accurate assessment and reporting. AtheroEdge™ is a clinically validated and FDA cleared software that measures Intima Media Thickness (IMT), Intima Media Thickness Variability (IMTV) from carotid images and generates a report based upon such images. Reports contain the following information:
 - Patient’s information;



- Patient's demographics;
- Attending physician's and sonographer's information;
- OEM machine type and probe type;
- Acquisition parameters, such as frequency of probe used and type of acquisition (harmonic or compound imaging)
- Raw images and processed images;
- Type of LI/MA borders (automated vs. semi-automated);
- IMT values (average, minimum and maximum);
- IMTV values;
- Comments

3.5 *Response Time for Data Processing and Report Generation:* The Company will make its best efforts to deliver the report within 24 hours of receiving the carotid image data.

3.6 *Mechanism for Reporting, Data Processing and Measurements:* Reports are sent back to the physician via one of the methods listed below.

- Reports can be kept on the Company's secure server in Client's account and physicians may access or download reports at any time.
- Reports can be shipped to the physicians as PDF files on a CD in standard time.
- Report can be uploaded to physician's data server via file transfer protocol.

3.7 *Information Security:* The Company provides encryption support to ensure privacy of patient records before data processing and report generation.

4. Customer responsibilities

- a. The Company provides only service and support to Customers and Users to aid in the assessment and evaluation of cIMT and IMTV from carotid ultrasound images. The Customer is responsible for making clinical decisions and the service provided hereunder is an accurate diagnostic tool for Users.
- b. The User agrees to (as available) use this service agreement only as permitted by these terms and conditions, any applicable law, and any additional/updated policies or procedures resulting from any changes in the service agreement by the Company.
- c. All Software described in this Service Agreement is the patented and copyrighted work of the Company and/or its suppliers.

5. Termination

This Agreement shall terminate at any time selected by the Customer or upon the processing of the fiftieth image provided to Company by the Customer, whichever shall occur first.

6. Restrictions

The services contemplated by this Agreement and any software or associated documentation delivered to Customer or to which Customer otherwise receives access shall be for the exclusive use and benefit of Customer, its Users or its authorized representative. Customer may not modify, copy, distribute, transmit, display, perform, reproduce, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the Company. Prior written authorization from Company shall be prerequisite to Customer authorization to publish its use of, or the results from, Company.

7. Ownership Rights

Company owns, and shall continue in perpetuity to own, all legal and beneficial interest in AtheroEdge software, its associated documentation and all the intellectual property therein. The Company is a registered trademark. Company's products are covered by U.S. and foreign patents, issued and pending. Nothing contained in this document shall constitute a transfer to Customer of any such interests or rights. Any reproduction or redistribution of the Software is expressly prohibited by law, and may result in severe civil and criminal penalties. Copying or reproducing the software, installation to any other server or location for further reproduction or redistribution is expressly prohibited.

8. Warranty

The Company warrants to Customer that:

- a. The services and any Company provided software that user interacts with, will substantially comply with the terms set forth in the documentation.
- b. The media on which the report and documentation are delivered will be free from defects in material and workmanship.
- c. In the event image quality is of poor or insufficient quality rendering the automatic segmentation methods unusable, where possible, Company will provide a report based on semi-automated (user-interactive) segmentation technique.

9. Indemnity

As a condition of use of the services provided pursuant to this Agreement, the Customer and/or User agree to indemnify the Company and its suppliers from and against any and all liabilities, expenses (including attorneys' fees) and damages arising out of claims resulting from the User's acceptance of Agreement.



10. Transmission Errors or Unauthorized Acts

The Company strives to protect your personal information and uses state-of-the-art security systems. However, Company shall not be liable for disclosures of personal information due to errors in transmission or unauthorized acts of third parties. Upon Company's receipt of Customer transmission, Company shall undertake all commercially reasonable and appropriate efforts to protect the information.

11. Security and Privacy:

Any information provided to the Company is treated with care and discretion. Company will take reasonable measures to ensure the information is kept private and not misused. Company uses third-party and in-house software that are validated for security standards and HIPAA compliance. All patient information will be handled by HIPAA trained staff at the Company.

12. General

This Agreement is governed by the laws of the State of California, U.S.A. The User consents to the exclusive jurisdiction and venue of courts in Sacramento County, California, U.S.A. in all disputes arising out of or relating to this Agreement. Use of this service agreement is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

Customer and User acknowledge that no joint venture, partnership, employment, or agency relationship exists between the Customer and the Company as a result of this Agreement or use of this contract. Company and User agree not to hold itself or himself or herself out, as a representative, agent, or employee of the Company and the Company shall not be liable for any representation, act or omission of the Customer or User.

13. **Enrollment Options:** Upon completion of this free Trial and Evaluation period, Customer may enroll with the Company for 6 months, 12 months or a negotiated longer term to process their patient image database. A definitive Service Agreement setting forth the terms and conditions of the services provided shall be executed between the parties. Costs for such services will vary depending upon the number of patients included in the database of the enrolling physician, office or hospital. All inquiries for quotes should be directed to sales@atheropoint.com.

By accepting to this Free Trial, Customer agrees to the terms and conditions of this Agreement.

ATHEROPOINT, LLC.
a California limited liability company

CUSTOMER:

(Entity Name)

By: _____
JASJIT SURI

By: _____

