



*Last Updated 1 July 2025*

Nimble Co, LLC d/b/a Purview ("Company")  
115 West Street, Suite 301, Annapolis, MD 21401  
+1 800.501.1537 (Fax) +1 410.775.4145

## TERMS OF SERVICE

### WHAT YOU HAVE LICENSED

You are granted a non-exclusive, non-transferable, non-sublicensable license to use the Software and cloud environment listed in the Order Form, for the term specified, for Your own internal use (not to be used as a service bureau or for the benefit of another party), for the capture, viewing, analysis, sharing and storage of medical images and related documents, for the Term of this Agreement.

### BESIDES SOFTWARE THESE ARE YOUR SERVICES AND SUPPORT

Subject to the terms of this Agreement, Company will also perform the Services stated in the SOW. From time to time the parties may add additional Order Forms or Modifications to describe additional Software or Services, extend or expand the original Order Form, all of which will also be subject to this Agreement. Company shall also make its Support Desk services available to You for support and assistance in its use of the Software and Services included as a part of this Agreement.

### WHAT YOU CAN'T DO

You will not directly or indirectly: reverse engineer, decompile, disassemble, perform penetration testing upon or otherwise attempt to interfere with, impact or discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Software or Services; modify, translate, or create derivative works based on the Software or Services (except to the extent expressly permitted by Company or authorized within the Software or Services); use the Software or Services for timesharing or service bureau purposes or otherwise for the benefit of a third party; remove any proprietary notices or labels; or modify, change, upgrade any Software provided by Company without Company's written approval. You represent, covenant and warrant that You will use the Software or Services only for the purposes of managing medical records in accordance with all applicable laws.

### YOUR RESPONSIBILITIES & INDEMNIFICATION OF COMPANY

You hereby agree to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Your use of the Software or Services. Although Company has no obligation to monitor Your use of the Software or Services, Company may do so and may prohibit any use of the Software or Services it believes may be in violation of the foregoing. Unless otherwise provided herein, You will be responsible for obtaining and maintaining any equipment and ancillary services needed to

connect to, access or otherwise use the Software or Services, including, without limitation, modems, fire walls, hardware, servers, software, VPNs, operating systems, networking, web servers and the like (collectively, "Equipment"). You will also be responsible for maintaining the security of the Your passwords (including but not limited to administrative and user passwords) and files, and for all uses of the Software or Services that occur with or without Your knowledge or consent.

It is Your responsibility to ensure that the Software or Services are used with appropriate display hardware and that medical image type and quality are suitable for their intended clinical application based upon regulations and/or their professional association's guidelines pertaining to the anatomy and pathology being studied. For diagnostic quality representation, You are responsible for providing a calibrated diagnostic quality monitor. You agree and acknowledge that there is a risk associated with not maintaining or reviewing the methods used by existing and new modalities to determine medical image calibration values for subsequent measurements and it is Your responsibility to do so prior to the clinical use of the Services.

You specifically acknowledge and agree that it has adequately and fully tested backup processes that ensure that its on-site data is safe from disaster or malfunction of its equipment and is available in the event it does not reach the Purview cloud. Company shall not be responsible for any of Your Data that does not reach Company's cloud.

Should You provide legacy data to Company for migration to Company's system, it is Your responsibility to ensure and confirm that the legacy data has been migrated properly and entirely into the Purview cloud.

### THIS AGREEMENT IS SPECIFIC TO YOU

This Agreement is not assignable by You except with the advance written consent of Company. Company may require the alteration of pricing, may change volume discounts or may otherwise modify the Agreement prior to agreeing to an assignment by You. Company may assign this Agreement to a successor in interests.

### CONFIDENTIALITY; WHO OWNS WHAT

Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes its source code and product design, non-public information regarding features, functionality and performance of the

Service. Proprietary Information of Yours includes private health information (PHI) or in the EU/UK/Switzerland any private information of its patients, non-public data provided by You to Company to enable the provision of the Services ("Your Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. In addition, should any EU/UK or Swiss citizen wish to have his or her information removed, You will notify Company and Company shall promptly comply. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law. If You are based in the US and uses the Services to handle private health information of its patients (PHI), the parties shall also be bound by the attached Business Associates Agreement (BAA) governing both parties' rights and responsibilities with regard to PHI.

You will own and retain all right, title and interest in and to the Your Data, as well as any data that is based on or derived from the Your Data and provided to You as part of the Services, including but not limited to Patient Data and their Private Health Information, for purposes of all applicable laws relating to data privacy, trans-border data flow and data protection, including those of GDPR. Unless otherwise stated in this Agreement, You will remain the custodian of records for such data. Company and its suppliers shall own and retain all right, title and interest in and to (a) the Services, all improvements, enhancements or modifications, or derivative works thereof, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Client

Your Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. You grant Company the right to use Your name and logo in its list of clients. No other rights or licenses are granted except as expressly set forth herein.

#### HOW YOU WILL PAY US AND WHAT HAPPENS IF YOUR USE CHANGES

You will pay Company the fees described in the Order Form for the Services listed during the Term of this Agreement (the "Fees"). Assuming You license is based upon volume, should Your actual volume or usage exceed the

permitted maximum volume or usage stated in the Order Form by more than ten percent (10%) ("Overage"), You will be charged an additional fee equal to the percentage of such Overage multiplied by the stated fee. *For example, if the maximum volume of studies is 1,000 per year and Your actual volume is 1,200, it shall be charged an additional fee of 20% of the stated annual fee.* Should the overage be equal or less than 10%, no overage fee will be charged.

If You believe that Company has billed You incorrectly, You must contact Company no later than thirty (30) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's Client support department.

All fees for implementation are due upon execution of the Agreement or addition or modification of the Agreement in which implementation services are ordered. Monthly or annual subscription or volume fees are due in advance of the start of the Term or portion of that Term via check, ACH, Wire Transfer or Credit Card, from a valid account designated by You and provided to Company in advance. Should the information provided for such payment account change, it is Your responsibility to notify Company in advance of the next billing cycle. You will be charged seven and one half percent (7.5%) of the current fee additional charge should a payment not be received when due. In addition, You will be responsible for any additional charges incurred by Company due to payments being refused or returned unpaid. Full payment for annual invoices issued must be received by Company fifteen (15) days after the date of the invoice and in no event later than the start of the new annual Term. Should an invoice not be paid when due, You will be charged an additional finance charge of one and one half percent (1.5%) per month, or the maximum permitted by law, whichever is lower, on any outstanding balance, plus all expenses of collection. You will be responsible for the payment of all applicable sales taxes, VAT or similar taxes associated with the fees charged, which shall specifically not include taxes charged based on Company's net income.

#### OUR CLIENT SUPPORT

Company currently provides live real-time response during the hours of 7am and 9pm ET US and will respond to Technical Support requests via telephone or electronic mail on weekdays during a full 24 hours, with the exclusion of Federal US Holidays ("**Support Hours**"). You may initiate a helpdesk ticket at any time by calling +1 (800) 501-1537 or by emailing [support@purview.net](mailto:support@purview.net). Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day or sooner.

#### HOW LONG THIS AGREEMENT LASTS AND WHAT HAPPENS AT THE END

The Initial Service Term of the Agreement is indicated on the Order Form. Upon the end of the Initial Service Term, the Agreement shall automatically be renewed for additional periods of one (1) year at the greater of list price for the Services described in the Order Form or a (six) 6% annual increase in the Fees (assuming similar size and volume of usage), unless otherwise terminated by either party in writing (each a "Renewal Term") prior to the end of the preceding Term.

You may terminate this Agreement for breach if Company materially fails to provide the Software or Services as agreed and does not remedy that failure within thirty (30) days of Your written notice setting forth such failure in sufficient detail to enable Company to review and remedy.

Company may terminate the Agreement with notice if: (i) Company discovers that the information You provided for the purpose of establishing the Services is materially inaccurate or incomplete, (ii) the individual signing the Agreement did not have the legal right or authority to enter into the Agreement on behalf of You, (iii) You fail to make payment when due and is in arrears by more than sixty (60) days, (iv) if You have made payment arrangements via ACH, credit card or other third party, and the third party refuses to honor Company's charges two times in any consecutive ninety (90) day period, (v) You fails to comply with any other provision of the Agreement and does not remedy the failure within thirty (30) days of Company's notice to You describing the failure, or (vii) immediately, without notice if You redistributes Company proprietary information or uses Company's or its suppliers proprietary information other than as authorized under this Agreement.

Either party may terminate the Agreement if the other party becomes insolvent or is unable to pay its debts or enters into or files (or has filed or commenced against it) a petition, arrangement, application, action, or other proceeding seeking relief or protection under the bankruptcy laws of the United States or other jurisdiction.

Company may suspend all Services temporarily without liability if (i) Company reasonably believes that the Services are being used in violation of the Agreement; (ii) You do not cooperate with Company's reasonable investigation of any suspected violation of the Agreement; (iii) there is an attack on applicable computer systems and such systems are accessed or manipulated by a third party; (iv) Company is required by law, or a regulatory or government body to suspend Your Services; (v) there is another event for which Company reasonably believes that the suspension of Services is necessary to protect the Company network or its other Clients. Company will give You advance notice of a suspension under this paragraph of at least twelve (12) business hours prior to suspension, unless Company determines in its reasonable commercial judgment that a suspension on shorter or contemporaneous notice is necessary to protect Company, the Records, You or other Company Clients from imminent and significant operational, legal, or security risk.

In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' written notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Should Company terminate due to a breach by the You, You will be required to pay in full for all fees associated with the entire Term. For a period of up to ninety (90) days after termination, Company will make all Your Data available to any fully paid up Client for electronic retrieval free of charge. Should You request physical return of its data, Company will charge You for time and materials, plus out of pocket costs for portable media, shipping and the removal and copying of data from our data center. After ninety (90) days, any Client requests to

retrieve its data will incur an additional fee of \$1,000. **You explicitly agree that after one (1) year post termination, all of Your Data may be destroyed.**

All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, Company's intellectual property rights protection, accrued rights to payment, confidentiality obligations, warranty disclaimers, indemnification and limitations of liability.

#### **CONDITIONS & UNDERLYING ASSUMPTIONS**

You are solely responsible for the maintenance and proper operation of its Equipment, software not provided by Company, including but not limited to OsiriX™, Horos or other image viewing software. Should You desire support of such Software it must be enumerated in the Order Form.

If required, travel by Company staff to offices (outside of Company's Annapolis, Maryland location) will be charged in accordance with standard Company travel policies (a copy of which is available upon request). You may require prior approval before any travel expenses are incurred by Company representatives.

You acknowledge and understand that You are solely responsible to ensure and confirm that any data You intend to send to Company's storage, whether on-site or via the Internet, has been received at that location. Should such data be identified as not having been received at its intended location, then You will promptly notify Company in writing of such occurrence. Upon notification, Company will use its best efforts to locate that data, determine the reason for the failure and reroute that data to its intended location. Company is not responsible for delays or outages caused by Your failure to act or respond to a request for support, approval, or execution of a dependency outside of Company's control.

Company will use its best efforts to quickly and efficiently install and configure Your Software and Services. However, You understand and acknowledge that it is imperative that in order for Company to meet its schedules and commitments, it will require Your prompt responsiveness on details Company requests on Your internet connectivity, IP addresses of its modalities, and other information required by Company to electronically connect to Your existing IT infrastructure. Company may, at Your expense, procure a secure connection (VPN, firewall, or dedicated circuit) for the purpose of connection, proactive monitoring and remote management or troubleshooting. Remote management / troubleshooting is the standard method for supporting remote users and systems.

#### **WHAT WE WARRANT AND WHAT WE DON'T**

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Software and Services in a manner that minimizes errors and interruptions and shall perform its work in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's

reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

Should You modify any DICOM data, You will be solely responsible for any errors or omissions generated therein.

COMPANY DOES NOT WARRANT THAT THE SOFTWARE OR SERVICES WILL OPERATE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE OR SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

#### **OUR INDEMNIFICATION**

Company shall hold You harmless from liability to third parties resulting from infringement by the Software or Service of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Company, (ii) made in whole or in part in accordance with Your specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where You continue allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, (vi) where You have modified SQL or DICOM data directly, or (vii) where Your use of the Software or Services is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for You a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Your rights hereunder and provide You a refund of any prepaid unused fees for the Service.

#### **THE EXTENT OF OUR LIABILITY**

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), MEMBERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY YOU TO COMPANY UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **ANYTHING ELSE**

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and You do not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Maryland, USA without regard to its conflict of laws provisions.

Email: [Support@purview.net](mailto:Support@purview.net)