

Service Agreement

This Service Agreement is between DermScreen Pty Ltd ABN 85 658 146 224 (**DermScreen**) and the purchaser of the Service subscription specified in the Order (**Customer**).

1 Service

1.1 Registration. To access and use the Service, Customer must first follow the registration link provided by DermScreen and create a user account within the Administration Platform (including by accepting the Administration Platform terms of use). Customer must provide accurate, complete and current information during registration and keep that information up to date.

1.2 Access and use. DermScreen grants Customer a personal, non-exclusive and non-transferable right to:

- (a) access and use the Service and Administration Platform; and
- (b) permit its Clinicians to access and use the Service and Administration Platform,

in each case, using Approved Hardware solely for the Approved Purpose during the Subscription Term, subject to compliance with the terms of the Agreement.

1.3 Service Restrictions. Customer must ensure that:

- (a) neither Customer nor any Clinician accesses, uses, uploads data to, uses the output of, or otherwise exploits the Service or Administration Platform, except as permitted under clause 1.2;
- (b) neither Customer nor any Clinician reverse engineers, decompiles or disassembles the Service or Administration Platform, views or gains access to the source code to the Service or Administration Platform, or uses the Service or Administration Platform to provide any product or service that is an alternative, substitute or competitor to the Service or Administration Platform;
- (c) neither Customer nor any Clinician copies, develops any modification, enhancement, derivative work or other development of the Service or incorporates any Customer, Clinician or third party material into the Service or Administration Platform (except as expressly permitted under the Approved Purpose);
- (d) neither Customer nor any Clinician uploads to the Service or Administration Platform any material that is unlawful, harmful, malicious, threatening, defamatory, obscene, infringing, offensive, sexually explicit, violent or discriminatory;
- (e) neither Customer nor any Clinician removes any product identification, proprietary, trade mark, copyright or other notices applied to or contained in the Service or Administration Platform;
- (f) neither Customer nor any Clinician accesses or uses the Service or Administration Platform by any unauthorised means, including using any bot, script, spider, crawler, scraper, API or automated device;
- (g) no person other than Customer, and its authorised Clinicians, accesses or uses the Service or Administration Platform under Customer's account; and
- (h) it promptly notifies DermScreen in writing if Customer wishes to permit a person other than Customer, or its authorised Clinicians, to access and use the Service or Administration Platform.

1.4 Support Services. The Service includes the provision of the Support Services for the duration of the Subscription Term. Customer must provide all information and assistance reasonably required by DermScreen to perform the Support Services.

1.5 Professional Services. If Customer wishes to purchase Professional Services from DermScreen, the parties must agree a SOW. Once executed by both parties, a SOW forms part of the Agreement.

2 Customer responsibilities

2.1 Usage responsibilities. Customer uses the Service and Administration Platform at its own risk and is solely responsible for:

- (a) ensuring that the Service, Administration Platform and DermScreen Hardware is accessed and used strictly in accordance with the Agreement (including all applicable terms and conditions of use). Customer is responsible for each act and omission of a Clinician in connection with the Agreement as though it were an act or omission of Customer;
- (b) ensuring that the Approved Purpose, Customer's and each Clinician's use of the Service and Administration Platform, and all data uploaded to thereto, complies with all applicable laws, regulations and contractual obligations;
- (c) obtaining all consents, licences and approvals, and giving all notifications, necessary to lawfully collect, upload, store, process and disclose all data (including all Patient Data) uploaded to the Service and Administration Platform;

- (d) obtaining and maintaining all hardware, software, services and network connectivity necessary to access and use the Service (other than the Administration Platform and any DermScreen Hardware included in Customer's subscription);
- (e) entering into, and complying with, all terms and conditions applicable to use of the Administration Platform, any DermScreen Hardware and all other hardware, software, services and network connectivity necessary to access and use the Service;
- (f) ensuring that all Customer Data is complete, accurate and current and includes all information about pre-existing conditions which may affect the diagnosis and suggested management of Patients. All images comprised in Patient Data must be taken using Approved Hardware and be of sufficient resolution and quality to enable DermScreen to provide the Service;
- (g) implementing all steps and controls necessary to secure and keep confidential all user credentials issued to Customer and its Clinicians; and
- (h) providing all support, maintenance and services required by its Clinicians and Patients other than the Support Services.

2.2 Acknowledgements. Customer acknowledges and agrees that:

- (a) DermScreen is the supplier of a medical technology service to assist Customer or its Clinicians to make diagnoses only. Customer or its Clinicians are responsible for the ultimate diagnosis and clinical validation of any diagnostic or management suggestions provided through the Service. DermScreen and Customer are the only parties able to make Claims in connection with the Service and the Agreement. Without limiting the foregoing, Customer is solely responsible for any access, use, or reliance upon the output, of the Service and Administration Platform by Clinicians and Patients and any Claims made by them. Customer must ensure that no Clinician or Patient makes any Claim against DermScreen under, or in connection with, the Service or the Agreement;
- (b) the Administration Platform, Approved Hardware and other third party products or services used to access the Service are provided directly to Customer or its Clinicians under separate terms, do not form part of the Service and (except for DermScreen Hardware) are not governed by the Agreement; and
- (c) images comprised in Patient Data uploaded to the Service may be rejected if they are not taken using Approved Hardware or are not of sufficient resolution and quality to enable DermScreen to provide the Service (and Customer is responsible for re-submitting Patient Data of sufficient resolution and quality at its own cost).

2.3 Non-Compete. During the Non-Compete Period, and except as contemplated by the Agreement, Customer must not, and must procure that its Affiliates, Clinicians, and personnel do not, directly or indirectly:

- (a) become involved with, or enter into any commitment to become directly or indirectly involved (whether conditional or not) with, in any capacity (whether alone or together with others) the development, manufacture, marketing, promotion, offer for sale, sale or supply of services or goods similar to the Service, Administration Platform or Approved Hardware to any other person within the Non-Compete Area; or
- (b) solicit, entice, procure goods or services from, or assist any other person to solicit, entice or procure goods or services from, any person used by DermScreen to provide the Service, Administration Platform or Approved Hardware (including, without limitation, any dermatologist, personnel, technology supplier or subcontractor engaged by DermScreen).

This clause has effect as though it consists of separate obligations for each duration set out in the Non-Compete Period and each area set out in the Non-Compete Area. If any of these separate obligations is invalid or unenforceable, it will not affect the validity or enforceability of any other separate obligations in this clause. Customer acknowledges and agrees that the non-compete obligations in this clause are given in consideration of the provision of the Service, are reasonable in scope and duration and not greater than is necessary to protect the goodwill and legitimate business interests of DermScreen.

3 Fees, invoicing and payment

3.1 Fees. The Fees (including any Minimum Spend) are payable in consideration of DermScreen's supply of the Service, Administration Platform and any DermScreen Hardware or Professional Services. DermScreen may increase its Fees at any time, unless agreed otherwise with Customer in an Order.

3.2 Invoicing and payment. DermScreen must issue invoices for the Fees to Customer at the times specified in the Order or applicable SOW. Customer must pay all Fees invoiced by DermScreen, without any set-off or deduction and in immediately available funds, by the method and within the period specified in the Order or SOW. All Fees invoiced by DermScreen are non-cancellable and non-refundable.

3.3 Late Payment. If Customer fails to pay any Fees (that are not disputed in good faith) by the due date for payment, DermScreen may:

- (a) suspend Customer's right to access and use the Service, Administration Platform and any DermScreen Hardware, provided that DermScreen has given Customer notice of the failure and Customer has not rectified the failure within 14 days of the date of such notice; and

- (b) charge interest at a rate of 2 percent per annum above the current published overdraft rate of the Commonwealth Bank of Australia,

in each case, from the due date for payment until the date that payment is made by Customer.

3.4 Verification. Dermscreen may audit and monitor Customer's and its Clinicians' use of the Service, Administration Platform, Dermscreen Hardware and compliance with the Agreement from time to time during the Subscription Term. Customer must provide all access to its Clinicians, records, premises, systems and personnel reasonably requested by Dermscreen in connection with any such audit. Dermscreen must bear the costs of any such audit unless the audit reveals that Customer has used, or permitted the use of, the Service, Administration Platform or Dermscreen Hardware in breach of the Agreement (including use in excess of any limitations set out in the Order), in which case, Customer must immediately:

- (a) pay to Dermscreen all additional Fees payable in respect of any excess use (at Dermscreen's then current list prices) in addition to Dermscreen's reasonable audit costs; and
- (b) take all other steps required to remedy the breach of the Agreement and prevent its recurrence at its own cost.

3.5 Taxes. The Fees are exclusive of all taxes, levies, withholdings, duties and other amounts imposed by taxing authorities. Where a supply is a taxable supply, all amounts payable must be increased by the amount of GST, VAT, sales tax, or other taxes payable in relation to the supply. All such taxes must be paid at the time any payment for any supply to which it relates is payable (provided a valid tax invoice has been issued for the supply).

4 Property Rights

4.1 Ownership. All Intellectual Property Rights in and to the Service, Administration Platform and output of the Professional Services, including those in any copy, modification, enhancement, configuration, derivative work or other development of the Service developed by or on behalf of Customer and Clinicians, vests or remain vested in Dermscreen or its licensors. If any such Intellectual Property Right vests in Customer or Clinicians, Customer hereby assigns, and must procure that each Clinician assigns, that Intellectual Property Right to Dermscreen with immediate effect. Customer must take all further steps (including execution of documents) necessary to give effect to this clause.

4.2 No other rights. Neither Customer nor any Clinician receives any right, title or interest in or to the Service other than the right to access and use it expressly granted to Customer under clause 1.2.

4.3 Notice of infringement. Customer must immediately notify Dermscreen in writing upon becoming aware of any:

- (a) infringement or unauthorised use of the Service, Administration Platform or Dermscreen Hardware by any person, including any Clinician; or
- (b) Claim by any person that use of the Service, Administration Platform or Dermscreen Hardware in accordance with the Agreement infringes the Intellectual Property Rights of any person.

4.4 Remedial steps. If the Service is the subject of a Claim described in clause 4.3, Dermscreen may (at its cost and option) either:

- (a) procure the right for Customer to continue using the Service, Administration Platform or Dermscreen Hardware;
- (b) modify the Service, Administration Platform or Dermscreen Hardware such that it no longer infringes the relevant Intellectual Property Rights; or
- (c) terminate the Agreement and provide Customer with a pro-rata refund of any Fees paid in advance for use of the Service, Administration Platform or Dermscreen Hardware.

4.5 Dermscreen Hardware. If Dermscreen provides Customer with any Dermscreen Hardware under an Order, then Customer may use that Dermscreen Hardware for the sole purpose of accessing and using the Service and:

- (a) risk of theft, loss of, or damage to any such Dermscreen Hardware passes to Customer upon delivery by Dermscreen and remains with Customer until such Dermscreen Hardware is returned to Dermscreen;
- (b) title to that Dermscreen Hardware remains with Dermscreen at all times and Customer only receives the right to possess and use that Dermscreen Hardware as the bailee of Dermscreen;
- (c) the Agreement gives rise to a Security Interest in respect of such Dermscreen Hardware which Dermscreen may register under the PPSA; and
- (d) to the extent permitted by law, Customer waives any right to receive notice or object to Dermscreen's exercise of any rights it has in respect of that Security Interest or otherwise at law.

5 Customer Data, Usage data and Analyses

5.1 Rights. As between Dermscreen and Customer, all rights in and to the Customer Data vest or remain vested in Customer at all times.

5.2 Licence. Customer:

- (a) grants Dermscreen, its sub-processors and their respective personnel the right to Process the Customer Data; and

- (b) warrants that it has obtained all consents, licences and approvals of, and given all notifications to, Patients, Clinicians and other third parties necessary to enable DermScreen, its sub-processors and their respective personnel to Process the Customer Data,

in each case, solely for the purposes contemplated by the Agreement (including disclosure of Patient Data to dermatologists engaged by DermScreen for diagnostic Processing as part of the Service).

5.3 Usage data and analyses. Customer acknowledges and agrees that DermScreen may:

- (a) use data relating to Customer's and Clinicians' use of the Service for billing, capacity planning, compliance, security, integrity, availability, providing and improving the Service; and
- (b) freely create, use, disclose and Process analyses, materials, de-identified data, aggregated data, compilations, insights, works, and other things derived from (wholly or partly) use of the Service and the Customer Data (**Derivative Materials**), provided that DermScreen may not disclose such Derivative Materials to any third party in a form which identifies Customer, its Clinicians or any Patient without Customer's prior written consent.

6 Privacy and data protection

Privacy. Each party must comply with all Privacy Laws applicable to that party in Processing any Personal Data comprised in the Customer Data. Customer acknowledges that Personal Data, other than that comprised in the Customer Data, will be Processed in accordance with DermScreen's privacy policy.

6.1 Data Security. DermScreen must implement reasonable technical and organisational security controls to protect the Customer Data against loss, unauthorised access, modification and disclosure (**Data Breach**) in accordance with applicable Privacy Laws, including:

- (a) not disclosing the Customer Data except to its sub-processors and their respective personnel for the purpose of performing the Agreement; and
- (b) maintaining appropriate business continuity and disaster recovery measures for the Service, provided that Customer remains responsible for regularly downloading and backing up its own Customer Data using the Service.

To avoid any doubt, DermScreen is not the manufacturer or operator of the Administration System, Approved Hardware or any other technologies which Customer or its Clinicians use to access the Service and DermScreen is not responsible for the security of those technologies.

6.2 Data Breaches. If either party becomes aware of any actual or suspected Data Breach affecting the Customer Data:

- (a) that party must promptly notify the other party in writing, including in such notice all known details of the actual or suspected Data Breach;
- (b) DermScreen must provide Customer with information and assistance reasonably required by Customer to investigate and assess the actual or suspected Data Breach;
- (c) Customer is solely responsible for determining whether the actual or suspected Data Breach is notifiable under Privacy Laws, subject to clause 6.2(e);
- (d) Customer must not reference DermScreen in any notification or communication relating to the actual or suspected Data Breach without DermScreen's prior written approval as to the form and content of the reference; and
- (e) DermScreen may make a notification or communication about the Data Breach if Customer fails to do so and DermScreen is required to do so under applicable Privacy Laws.

7 Confidentiality

7.1 Obligation of confidence. Each party (**Recipient**) must ensure that it keeps confidential and does not use or disclose any Confidential Information of the other party (**Discloser**) except as permitted by this clause 7.

7.2 Permitted use. The Recipient may use the Confidential Information of the Discloser solely to the extent necessary to exercise its rights and obligations under the Agreement.

7.3 Permitted disclosures. The Recipient may disclose Confidential Information of the Discloser:

- (a) to the Affiliates, personnel and professional advisers of the Recipient that need to know the Confidential Information for the purposes of the Agreement and that are subject to binding obligations of confidence at least as stringent as those set out in this clause;
- (b) to the extent required by law or the rules of any stock-exchange, subject to clause 7.4 in the case of PPSA Information; and
- (c) with the prior written consent of the Discloser.

To avoid doubt, either party may make public statements about the existence of the Agreement and the fact that it is a supplier or customer of the other (as applicable), including referencing the other party's name and logo, without being in breach of this clause.

7.4 PPSA Information. If Customer is required to disclose PPSA Information under section 275(7)(b) or (e) of the PPSA, Customer must notify DermScreen in writing (providing all details of the relevant PPSA Information) and permit DermScreen to legally challenge the required disclosure. Customer must take all available steps (whether required by the other party or not) to maintain such PPSA Information in confidence.

8 Warranties and indemnities

8.1 Excluded terms. To the extent permitted by law, DermScreen provides the Service, Administration Platform and any DermScreen Hardware “as is” and excludes all conditions, warranties and guarantees other than those set out expressly in the Agreement. Without limitation, DermScreen does not warrant that the service or any professional service will be:

- (a) continuous, free from errors, omissions, defects, security risks or vulnerabilities; or
- (b) fit for any purpose or meet the requirements of Customer or any Clinician.

8.2 Non-excludable terms. If any condition, warranty or guarantee cannot be excluded at law, then to the extent permitted by law, DermScreen’s liability for breach of such condition, warranty or guarantee is limited (at DermScreen’s option) to resupply of the Service or Professional Service or payment of the cost of the same.

8.3 DermScreen indemnity. DermScreen must indemnify Customer against all Losses suffered or incurred by Customer arising out of or in connection with:

- (a) any IP Claim;
- (b) any breach of clause 5 or 6 by DermScreen,

in each case, except to the extent that the Claim or breach is caused or contributed to by Customer, Clinicians or any third party product or service.

8.4 Customer indemnity. Customer indemnifies DermScreen and its Affiliates against and must pay on demand all Losses suffered or incurred by any of them arising out of or in connection with:

- (a) any Claim relating to the access to, use of, uploading of data or logic to, use or reliance on any output of the Service or Approved Purpose by Customer or Clinicians, including any Claim made by a Patient or other third party;
- (b) any Claim relating to access to, or use of, the Administration Platform, DermScreen Hardware, or any other third party product or service relating to the Service in breach of the applicable terms and conditions of use;
- (c) any death, personal injury, theft, loss of, or damage to property (including any DermScreen Hardware); and
- (d) any breach of clause 1.3, 2.1, 5.2 or 6 by Customer,

in each case, except to the extent that the Claim or breach is caused or contributed to by DermScreen.

8.5 Conduct of Claims. The indemnification obligation of a party (**indemnifying party**) under clause 8.3 or 8.4 in respect of any third party Claim is subject to the other party:

- (a) promptly notifying the indemnifying party of the third party Claim;
- (b) permitting the indemnifying party to control the defence of the third party Claim; and
- (c) providing (at the indemnifying party’s cost) all information and assistance reasonably requested by the indemnifying party in connection with the defence of the third party Claim.

8.6 Sole and exclusive remedy. Without prejudice to the termination rights of each party:

- (a) clause 8.3 sets out Customer’s sole and exclusive remedy in respect of the matters indemnified by DermScreen; and
 - (b) clause 8.4 sets out DermScreen’s sole and exclusive remedy in respect of the matters indemnified by Customer.
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9 Liability

9.1 Exclusion of Indirect Loss. To the extent permitted by law, each party excludes any and all Claims and liability arising out of or in connection with the Agreement, whether in contract, tort (including negligence) or any other basis in law or equity for any Indirect Loss.

9.2 Third parties. The Service may contain, integrate with, receive, or provide links to third party products, services or content (including the Administration Platform). Customer acknowledges and agrees that DermScreen:

- (a) has no oversight nor control over such third party products, services or content; and
- (b) excludes any and all liability for Claims and Losses arising out of or in connection with such third party products, services or content.

9.3 Limitation of liability. The liability of each party for all Claims and Losses arising out of or in connection with the Agreement, whether in contract, tort (including negligence) or any other basis in law or equity, in any Subscription Year is limited to an amount equal to the Fees paid or payable by Customer under the Agreement in that Subscription Year, subject to clause 9.4.

9.4 Unlimited liability. The limitation of liability in clause 9.2 does not apply to the liability of:

- (a) Customer under any indemnity given by Customer in clause 8.4;
- (b) Customer to pay fees that are due and payable; or
- (c) either party for any matter in respect of which liability may not be limited at law.

9.5 Injunctive relief. Customer acknowledges that damages are not a sufficient remedy for any breach of clause 1.1, 1.3, 2.1, 5, 6 or 7 of the Agreement and that Dermscreen is entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or anticipated breach of those clauses (in addition to any other remedies).

10 Term, suspension and termination

10.1 Subscription Term. The Agreement will remain in force for the Subscription Term, unless terminated earlier in accordance with this clause 10.

10.2 Suspension. Dermscreen may suspend the rights granted pursuant to clause 1.1:

- (a) during any period in which Customer is in breach of the Agreement (subject to clause 3.3(a) in the case of late payment); or
- (b) to prevent or mitigate actual or suspected illegal activity, damage to Dermscreen's systems, or threat to the integrity of the Service;
- (c) to conduct scheduled or emergency maintenance of the Service; or
- (d) if the Service ceases to be compatible with the Administration Platform for any reason outside Dermscreen's control.

10.3 Termination for cause. A party may terminate the Agreement with immediate effect on written notice if the other party:

- (a) commits a material breach of the Agreement and fails to remedy that breach within 14 days of receipt of a notice specifying the breach and requiring it to be remedied. Any breach by Customer of clauses 1.1, 1.3, 2.1, 3.2, 5, or 7 is a material breach for the purposes of this clause;
- (b) becomes subject or threatens to become subject to, any form of insolvency or bankruptcy proceeding, appoints a liquidator, receiver or administrator, enters into an arrangement with its creditors, ceases to trade or do business in the ordinary course or is otherwise unable to pay its debts as and when they fall due.

10.4 Consequences of termination or expiry. On termination or expiry of the Agreement:

- (a) all rights to the Service granted under the Agreement cease immediately and Customer must immediately cease using the Service;
- (b) Dermscreen has no further obligation to retain the Customer Data, provided that Dermscreen permits Customer to access the Service for the sole purpose of downloading the Customer Data for a period of 30 days following expiry or termination; and
- (c) Customer must immediately pay Dermscreen all Fees due and payable as at the date of termination or expiry and, if Dermscreen terminates pursuant to clause 10.3, all Fees payable for the remainder of the Subscription Term.

11 Miscellaneous

11.1 Entire agreement. This Service Agreement, the Order and any SOW are the entire agreement between the parties in respect of their subject matter. In the event of any inconsistency between the terms of this Service Agreement, the Order and any SOW, the terms of the document listed first will prevail to the extent of the inconsistency.

11.2 Amendment. Dermscreen may amend this Service Agreement at any time by posting the amended version of this Service Agreement at dermscreen.com.au. Any amended version of this Service Agreement will only apply to Orders entered into following the date of the amendment to this Service Agreement.

11.3 Force Majeure Events. Dermscreen is not liable for any delay nor failure to perform its obligations under the Agreement to the extent such delay or failure is due to a Force Majeure Event.

11.4 Severance. If a provision of the Agreement is unenforceable, the provision will be read down to the extent necessary to avoid that result and if the provision cannot be read down to that extent, it will be severed without affecting the validity and enforceability of the remainder of the Agreement.

11.5 Transfer. Customer must not assign, subcontract, novate or otherwise dispose of its rights or obligations under the Agreement without the prior written consent of Dermscreen.

11.6 Waiver. A party waives a right under the Agreement only by written notice that it waives that right. A waiver is limited to the specific instance to which it relates and to the specific purpose for which it is given.

11.7 Third party rights. No person other than Dermscreen and Customer has the right to enforce any term of the Agreement (whether at law or otherwise) or approve any amendment to the Agreement.

- 11.8 Relationship of the parties.** The parties are and will remain independent contractors. Nothing contained in the Agreement will be construed to create an agency, joint venture, partnership or other relationship between the parties.
- 11.9 Governing Law.** The Agreement is governed by the laws of New South Wales, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of New South Wales, Australia (and relevant appellate courts) and waives any objection to proceedings being brought in those courts.

12 Definitions

In this Service Agreement, these terms have the following meanings:

Administration Platform means the image archiving, documentation, communication and patient management platform approved by DermScreen for Customer registration, and uploading of Patient Data, to the Service (which may include the DermEngine Platform offered by MetaOptima Technology Inc.).

Affiliate means of a party means an entity that Controls, is Controlled by, or is under common Control with that party.

Agreement means the agreement consisting of this Service Agreement, the Order and any SOW.

Approved Hardware means optical and computing hardware devices approved by DermScreen for use with the Service as listed at dermscreen.com.au, including any DermScreen Hardware.

Approved Purpose means use of the Service, Administration Platform and any DermScreen Hardware to photograph, transmit Patient Data, conduct spot dermatology checks and receive diagnoses for Patients and any other use approved by DermScreen in the Order.

Claim means any demand, claim, action or proceeding, however arising and whether present, unascertained, immediate, future or contingent.

Clinician means any doctor, nurse or other person who accesses or uses the Service through Customer's subscription.

Confidential Information means information that is marked, designated or by its nature confidential relating to the business or affairs of a party or its Affiliate:

- (a) including the terms of the Agreement and, in the case of DermScreen, all source code to, DermScreen Data comprised in, and pricing for the Service; but
- (b) excluding any such information that is in the public domain (other than as a result of a breach of confidence).

Control in respect of a person, includes the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person, whether through the ownership of voting securities, by agreement or otherwise, and includes the following:

- (a) direct or indirect ownership of more than 50% of the voting rights of such person; or
- (b) the right to appoint the majority of the members of the board of directors of such person (or similar governing body) or to manage on a discretionary basis the assets of such person.

Customer Data means any data, information or material uploaded to, or Processed through, the Service by Customer or Clinicians:

- (a) including all Patient Data; but
- (b) excluding DermScreen Data.

DermScreen Data means data, information or material comprised in the Service as provided by DermScreen to Customer and any usage data, analyses, de-identified data and aggregations created pursuant to clause 5.3.

DermScreen Hardware means Approved Hardware supplied by DermScreen as part of Customer's subscription.

DermScreen Support Services Policy means the document located at dermscreen.com.au.

Fees means the fees, costs and expenses for the supply of the Service, Administration Platform and any DermScreen Hardware specified in the Order and any Professional Services specified in the applicable SOW.

Force Majeure Event means any incident, event, act or omission beyond the reasonable control of that party, including any acts of God, strikes, civil strife, riots, wars, fire, explosion, storm, flood, earthquake, failure of communications networks, subsidence, pandemics or epidemics.

Indirect Loss means:

- (a) loss of profit, loss of revenue, loss of anticipated savings, loss of opportunity, loss of use, loss or corruption of data, loss of reputation, loss of goodwill, or loss of contract; and
- (b) any Loss that does not arise naturally or according to the usual course of things from a breach, act or omissions relating to the Agreement.

Intellectual Property Rights means intellectual property rights, including existing and future copyright, rights in designs, patents, semiconductors and circuit layouts and rights in trade marks, trade names and service marks, in

each case, whether registered or unregistered and existing in Australia or elsewhere in the world and whether created before or after the date of the Agreement.

IP Claim means any Claim that use of the Service by Customer in accordance with the Agreement infringes any copyright or patent owned by a third party in Australia.

Loss means loss, damage, liability, cost (including all legal and other professional costs on a full indemnity basis), charge, expense, outgoing, fine or payment of any nature or kind.

Non-Compete Area means:

- (a) Australia;
- (b) New South Wales, Queensland, Victoria, Northern Territory, Tasmania, South Australia, Western Australia, and the Australian Capital Territory;
- (c) New South Wales, Queensland, Victoria, Tasmania, Australian Capital Territory, and South Australia;
- (d) New South Wales, Queensland and Victoria;
- (e) New South Wales and Victoria; or
- (f) New South Wales.

Minimum Spend means any amount specified as such in an Order which Customer must pay for its subscription to the Service.

Non-Compete Period means:

- (a) the period commencing on the first day of the Subscription Term and ending 2 years following termination or expiry of the Agreement;
- (b) the period commencing on the first day of the Subscription Term and ending on termination or expiry of the Agreement; or
- (c) the Subscription Term.

Order means an order form setting out the details of Customer's purchased subscription to the Service as specified in any:

- (a) Dermscreen Order Form in respect of the Service executed by the parties; or
- (b) online order form completed by Customer in Dermscreen's customer relationship management system, including details of the applicable Approved Purpose, Fees and Subscription Term.

Patient means any individual who is a patient of Customer or its Clinicians and whose images or data will be processed through the Service.

Patient Data means images, information and data relating to Patients uploaded to, or Processed through, the Service.

Personal Data means information about an identified individual or an individual who is reasonably identifiable, including 'personal information' and 'health information' as defined in applicable Privacy Law.

PSSA means *Personal Properties Securities Act 2009* (Cth).

PPSA Information means any information or documents (including copies of such documents) which are in existence or may be entered into in the future, of the kind mentioned in section 275(1) PPSA.

Privacy Law means any applicable law governing the Processing of Personal Data of Patients, including (to the extent applicable to a party) the *Privacy Act 1988* (Cth) and State and Territory privacy and health information laws.

Process means to collect, store, use, copy, disclose or perform any other set of operations on.

Professional Services means any support, implementation, training, data migration or other service not forming part of the Service and Support Services.

Security Interest has the meaning given in section 12 of the *Personal Properties Securities Act 2009* (Cth).

Service means the 'Dermscreen' dermatology spot check and diagnostic software and services delivered via the internet as a service, including any Updates. To avoid any doubt, the Service excludes the Approved Hardware and Administration Platform.

SOW means a statement of work setting out the details of the Professional Services to be provided by Dermscreen, including the agreed scope and Fees for the Professional Services.

Subscription Term means:

- (a) the initial term of Customer's subscription to the Service specified in the Order; and
- (b) successive 12 month renewal terms thereafter, unless Customer provides notice of non-renewal at least 60 days' prior to the expiry of initial term or renewal term (as applicable).

Subscription Year means a period of 12 months from the commencement of Subscription Term or an anniversary of that date.

Support Services means:

- (a) email or telephone help desk to receive support requests from Customer;
- (b) basic troubleshooting and triage of support requests from Customer;
- (c) liaising with relevant third party product suppliers (including the Administration Platform or DermScreen Hardware suppliers) with a view to resolving support requests which require access or changes to source code; and
- (d) making Updates available from time to time,

in each case, in accordance with the DermScreen Support Services Policy. The Support Services exclude help desk, diagnostic, onsite and other first and second line support services.

Updates means any new version, release, update, patch, fix, configuration or other modification of the Service made available by DermScreen to its customers generally during the Subscription Term.