

 CENTRO DE DESENVOLVIMENTO DA TECNOLOGIA NUCLEAR	SOLICITAÇÃO DE DESPESA	NÚMERO 0493
	ÓRGÃO SOLICITANTE: Seção de Dosimetria das Radiações	SIGLA SECDOS

CLASSIFICAÇÃO PROGRAMÁTICA / ORÇAMENTÁRIA	NÚMERO
AÇÃO PPA: Desenvolvimento da Ciência e da Tecnologia Nucleares	20UX
Plano Orçamentário: Funcionamento dos Laboratórios dos Institutos da CNEN	0002
AÇÃO CNEN: Funcionamento dos Laboratórios	20UX0002013
PA: CDTN - Funcionamento da Unidade	0006
PROJETO/ATIVIDADE: Desenvolvimento de métodos/ ferramentas para redução do risco em procedimentos de radiologia Intervencionista	22
SUBPROJETO/TAREFA: Subprojeto básico	

ELEMENTO DE DESPESA	ORIGEM DA COMPRA	MOEDA	CÂMBIO
TIC 40 06	Importação Direta	Real	1,0000

APROVAÇÃO DA DESPESA	DATA
COORDENADOR DE PROJETO/ATIVIDADE: MARIA DO SOCORRO NOGUEIRA TAVARES	25/09/2024
CHEFE IMEDIATO: LUIZ CLAUDIO MEIRA BELO	26/09/2024
CHEFE MEDIATO: AMENONIA MARIA FERREIRA PINTO	11/11/2024
ORDENADOR DE DESPESA: AMENONIA MARIA FERREIRA PINTO	11/11/2024

LOCAL DE ENTREGA			RESPONSÁVEL PELA ACEITAÇÃO
ÓRGÃO	PRÉDIO/SALA/LAB. 20/SALA 226	RAMAL 994443301	MARIA DO SOCORRO NOGUEIRA TAVARES

PTRES	FONTE	PI	ELEMENTO DE DESPESA	VALOR
229025	1050000038	20UX0005030	339040 06	0,00 (C)

ITEM	U.F	QTDE.	DISCRIMINAÇÃO DA DESPESA	PREÇO UNITÁRIO
1	UN	1	Renovação da licença do software VOLPARA por um período de três anos.	40.000,00

JUSTIFICATIVA: Software que está utilizado na análise de glandularidade das imagens de mamas, objetivando o calculo da dose glandular para a determinação de níveis de referencia dessa grandeza no Brasil.	VALOR ESTIMADO 40.000,00
---	------------------------------------

 CENTRO DE DESENVOLVIMENTO DA TECNOLOGIA NUCLEAR	SOLICITAÇÃO DE DESPESA	NÚMERO 0493
	ÓRGÃO SOLICITANTE: Seção de Dosimetria das Radiações	SIGLA SECDOS
INFORMAÇÕES ADICIONAIS:		
Fornecedor(es):		
Volpara Health Technologies, Contato: Melissa Hill - +33 7 86 54 62 49, R\$1,00		
Observação:	Esse software deve vir incluída atualizações de software, treinamento e suporte. e-mail de contato da empresa fornecedora. Parecer de informática requerido: SIM Parecer de informática favorável: SIM Descrição do parecer de informática: Especificações conferidas, ok! Parecer de química requerido: NÃO	

Número do Documento de Formalização da Demanda: 519/2024

1. Informações Gerais

Área requisitante	Data da conclusão da contratação	UASG	Editado por
SECDOS	31/12/2024 00:00	113205	LUIS CLAUDIO DA SILVEIRA NEVES
Descrição sucinta do objeto			
Renovação da licença do software VOLPARA por um período de três anos.			
Justificativa da prioridade			
O Software será utilizado na análise de glandularidade das imagens de mamas, objetivando o calculo da dose glandular para a determinação de níveis de referencia dessa grandeza no Brasil.			

2. Justificativa de Necessidade

O produto orçado é uma renovação de assinatura do software VOLPARA, uma ferramenta utilizada no projeto para analisar o posicionamento das mamas através das imagens dos exames de mamografia de rastreamento intitulado 'Análise da mama posicionamento em exames de mamografia de rastreamento em mulheres brasileiras utilizando o escore PGMI do VOLPARA Software.

3. Materiais/Serviços

3.1 Materiais

Nenhum material incluído.

3.2 Serviços

Nº do item	Grupo	Descrição	Qtd	Val. unit. (R\$)	Val. total (R\$)
1	SERVIÇOS DE COMPUTAÇÃO EM NUVEM		1,00	40.000,00	40.000,00

4. Responsáveis

Todas as assinaturas eletrônicas seguem o horário oficial de Brasília e fundamentam-se no §3º do Art. 4º do [Decreto nº 10.543, de 13 de novembro de 2020](#).

MARIA DO SOCORRO NOGUEIRA TAVARES
Responsável pela contratação direta

5. Acompanhamento

IdAcompanhamento	Responsável	Data
1 Demanda apresentada fora do prazo pelo setor requisitante. A solicitação de despesa foi aprovada pela ordenadora de despesas.	LUIS CLAUDIO DA SILVEIRA NEVES	22/11/2024 10:13

6. Relacionamentos

Nenhum relacionamento encontrado.

18 October 2024

Centro de Desenvolvimento da Tecnologia Nuclear (CDTN)
Attn: Dr. Maria Tavares
Avenida Presidente Antônio Carlos, 6.627
Campus da UFMG - Pampulha - CEP 31270-901
Caixa Postal 941 - CEP 30123-970
Belo Horizonte, Minas Gerais
Brazil

To whom it may concern,

This letter is to confirm that Volpara Health, Inc. ("Volpara") is the exclusive owner and distributor of Volpara Lab (the "Product") in Brazil. Volpara will distribute the Product in Brazil on a non-registered basis, i.e. Volpara will not seek registration with a government agency.

Centro de Desenvolvimento da Tecnologia Nuclear ("CDTN") and Volpara are parties or will be parties to a Volpara Lab Letter Agreement, (the "Agreement"). Under this Agreement, Volpara will sell the Product directly to CDTN to be used by CDTN for non-commercial research activities conducted in Brazil as specified in the Agreement.

This letter is effective from the effective date of the Agreement and remains valid until the expiration or termination of Volpara Quotation No. Q-10313.

Sincerely,

Fred Struve
General Counsel

Cc: Melissa Hill

Volpara Health Ltd

PO Box 24404
Manners Street
Wellington 6142
New Zealand

19000 33rd Ave W
Suite 130
Lynnwood, WA 98036
United States

Australia
1800 370 623

New Zealand
0800 444 148

Europe
+44 203 051 1029

Rest of World
+64 4 499 6029

info@volparahealth.com
support@volparahealth.com

volparahealth.com

MAPA DE PESQUISA DE PREÇOS - INSTRUÇÃO NORMATIVA SEGES/ME Nº 65/2021

Após preenchimento deste mapa, finalize salvá-lo no formato PDF e insira-lo no respectivo processo SEI. O agente responsável pela pesquisa de preços deverá assinar eletronicamente este documento no SEI.
IMPORTANTE: Devem ser desconsiderados os valores inexequíveis, inconsistentes e os excessivamente elevados.

Nº DO ITEM	CÓDIGO DO ITEM CATMAT/CATSER	DESCRIÇÃO DETALHADA DO ITEM	UNIDADE	QUANTIDADE DO ITEM	VALOR UNITÁRIO - COTAÇÃO 1	FONTE DA CONSULTA	VALOR UNITÁRIO - COTAÇÃO 2	FONTE DA CONSULTA	VALOR UNITÁRIO - COTAÇÃO 3	FONTE DA CONSULTA	VALOR UNITÁRIO ESTIMADO DE ACORDO COM A METODOLOGIA (MÉDIA, MEDIANA, MENOR VALOR)	VALOR TOTAL (QUANTIDADE DO ITEM X PREÇO ESTIMADO)
1	26077	Software que será utilizado na análise de glandularidade das imagens de mamas, objetivando o cálculo da dose glandular para a determinação de níveis de referência dessa grandeza no Brasil.	UNIDADE	1	40000	PESQUISA DIRETA COM FORNECEDOR	0				40000	40000
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
TOTAL:												40000

Metodologia utilizada para obtenção do preço estimado conforme Art. 6º da Instrução Normativa SEGES/ME Nº 65/2021:
() Média
() Mediana
(x) Menor dos valores

Em atendimento à Instrução Normativa SEGES/ME Nº 65/2021, os preços/valores deverão ser obtidos preferencialmente no módulo Pesquisa de Preços ou Painel de Preços do Governo Federal ou documentos/relatórios de contratações similares feitas pela Administração Pública, em execução ou concluídas no período de 1 (um) ano anterior à data da pesquisa de preços. Caso o requisitante tenha utilizado outro critério, como por exemplo, consulta direta com fornecedor, sítios eletrônicos, mídias especializadas, apresente suas justificativas e observações no campo abaixo:

A Volpara Health, Inc. ("Volpara") é a proprietária exclusiva e distribuidora do Volpara Lab (Licença) no Brasil.

Identificação do agente responsável pela pesquisa de preços:
NOME COMPLETO:
MATRÍCULA CNEN (OU CÓDIGO DE IDENTIFICAÇÃO - CRACHÁ/MATRÍCULA - DOS COLABORADORES/TERCEIRIZADOS):
DATA DA COMPILAÇÃO DESTE MAPA DE PESQUISA DE PREÇOS:

MARIA DO SOCORRO NOGUEIRA TAVARES
1948-9
11/22/2024

Processo Administrativo SEI n.º 01344.001129/2024-92

AUTORIZAÇÃO – CONTRATAÇÃO POR INEXIGIBILIDADE DE LICITAÇÃO

Autorizo a contratação por inexigibilidade de contratação, com fundamento no Art. 74, Inciso I, da Lei n.º 14.133, de 01 de abril de 2021, do objeto abaixo identificado, conforme detalhamento discriminado a seguir.

DECLARAÇÃO ORÇAMENTÁRIA E FINANCEIRA

Declaro, em atendimento ao disposto no artigo 16, inciso II e parágrafo 4º, inciso I, da Lei Complementar nº 101, de 04 de maio de 2000, que a presente despesa tem adequação orçamentária e financeira com a Lei Orçamentária Anual e compatibilidade com o Plano Plurianual e com a Lei de Diretrizes Orçamentárias.

Declaro que as despesas decorrentes da presente contratação correrão à conta de recursos específicos consignados no Orçamento Geral da União deste exercício, na dotação abaixo discriminada:

- **Valor estimado da contratação: R\$ 40.000,00**
- **Indicação da dotação orçamentária:**

Gestão/Unidade: 11501/113205 - Centro de Desenvolvimento da Tecnologia Nuclear

Fonte: 1050000038

Programa de Trabalho: 229025

Elemento de Despesa: 339040 06

PI: 20UX0005030

Objeto:

Renovação da licença do software VOLPARA por um período de três anos..

Belo Horizonte, 09 de dezembro de 2024
Amenônia Maria Ferreira Pinto
Diretora do CDTN / Ordenadora de Despesas do CDTN

COMISSÃO NACIONAL DE ENERGIA NUCLEAR
CENTRO DE DESENVOLVIMENTO DA TECNOLOGIA NUCLEAR
PROCESSO ADMINISTRATIVO SEI: 01344.001129/2024-92
ATO DE INEXIGIBILIDADE DE LICITAÇÃO

1. ENCAMINHAMENTO

- 1.1 Ato de inexigibilidade de licitação baseado na documentação apresentada neste processo SEI pela área técnica demandante, para que a contratação abaixo seja efetuada com Inexigibilidade de Licitação, observando o Art. 74, Inciso I, da Lei nº 14.133/21.
- 1.2 **Área técnica demandante:** SECDOS
- 1.3 **Agente(s) de contratação responsável(is) pelas informações técnicas:** MARIA DO SOCORRO NOGUEIRA TAVARES
- 1.4 **Objeto:** Renovação da licença do software VOLPARA por um período de três anos.
- 1.5 **Fornecedor:** Volpara Health, Inc / NOVA ZELANDIA
- 1.6 **Valor Estimado :** R\$ 40.000,00 (Quarenta mil reais)

2. DO RECONHECIMENTO

- 2.1 Reconheço a inexigibilidade de licitação para a aquisição acima especificada, conforme documentação apresentada pela área técnica demandante, inseridos neste processo SEI, e de acordo com o disposto no Art. 74, Inciso I, da Lei nº 14.133/21.
- 2.2 A contratação será registrada e publicada no Portal Nacional de Contratações Públicas (PNCP), na situação de inexigibilidade de licitação, com amparo na legislação supracitada.
- 2.3 Encaminhe-se o presente documento para ratificação pelo Diretor e Ordenador de Despesas do Centro de Desenvolvimento da Tecnologia Nuclear.

Sebastião Lacerda Gomes
Chefe da Divisão de Gestão Administrativa
(assinado eletronicamente)

3. DA RATIFICAÇÃO, APROVAÇÃO E AUTORIZAÇÃO DA CONTRATAÇÃO

3.1 Ratifico e declaro a inexigibilidade de licitação para a aquisição acima especificada, conforme documentação apresentada pela área técnica demandante da CNEN e inseridos neste processo SEI, de acordo com o disposto no Art. 74, Inciso I, da Lei nº 14.133/21.

3.2 Aprovo a realização da despesa e autorizo a presente contratação, baseado nas justificativas e documentação apresentadas pela área técnica demandante inseridas no processo SEI.

3.3 Publique-se no Portal Nacional de Contratações Públicas (PNCP) na situação de inexigibilidade de licitação.

Amenônia Maria Ferreira Pinto

Diretora do CDTN

(assinado eletronicamente)

Belo Horizonte, 09 de dezembro de 2024.

Quotation

PREPARED FOR
Centro de Desenvolvimento da Tecnologia Nuclear (CDTN)
Q-10313
9 Oct 2024



9 Oct 2024
Dr. Maria Tavares
Centro de Desenvolvimento da Tecnologia Nuclear (CDTN)

Dr. Tavares,

Thank you for your interest in Volpara Health software.

I am pleased to present a quotation for our Volpara Lab solution. It includes product details, initial agreement terms, and a summary of pricing.

Volpara Health is a global leader in breast cancer detection software. Like you, every day we remain focused on our shared mission of helping to save families from cancer.

We deeply value every customer relationship and I am confident we can help you achieve your goals. I look forward to engaging with you in the coming days to discuss the potential of working together.

If you have any questions or concerns regarding this proposal, please feel free to contact me at any time. I appreciate your consideration.

Sincerely,

Melissa Hill
Senior Imaging Scientist & Global Research Lead
Volpara Health

e: melissa.hill@volparahealth.com

> Agreement & Pricing Summary

Customer: Centro de Desenvolvimento da Tecnologia Nuclear (CDTN)
Avenida Presidente Antônio Carlos, 6.627
Campus da UFMG - Pampulha - CEP 31270-901
Caixa Postal 941 - CEP 30123-970
Belo Horizonte, Minas Gerais
Brazil

SUBSCRIPTION SOFTWARE CONTRACT

\$ 6,000 License Fee

• Prices shown are in United States dollars, and are exclusive of sales tax.

• Quotation valid until 31 Dec 2024.

Product	Quantity
Volpara Lab License Volpara Lab is a software application to batch process raw DICOM in a research setting using the Volpara Imaging Software.	1

- **Effective Date.** This Quotation is entered into by and between Customer and Volpara Health, Inc., a Washington corporation ("Volpara") effective as of the last date set forth in the signature block of this Quotation (the "Effective Date").
- **Duration.** The term of this Quotation begins on the Effective Date and continues for a period of three (3) years and three (3) months thereafter (the "Initial Term"). Thereafter, this Quotation may renew for successive terms of twelve (12) months (each a "Renewal Term") at Volpara's sole discretion.
- **Payment Terms.** Customer agrees to pay the License Fee under this Quotation for the Initial Term (\$6,000), and those fees are due and payable within a net period of thirty (30) days from receipt of invoice.
- **Terms and Conditions.** This Quotation is governed by the Volpara Lab Terms and Conditions (the "Agreement") attached hereto. Customer acknowledges that Volpara Lab is only to be used for the research specified in a separate research agreement between Customer and Volpara.
- **Additional Years.** The Annual License Fee would remain unchanged for any Renewal Term.
- **Professional Services.** Professional Services hours may be purchased at a rate of \$300 per hour.

Customer and Volpara hereby agree to the terms and conditions of this Quotation and the Agreement and represent that such acceptance is made by an authorized representative.

Centro de Desenvolvimento da Tecnologia Nuclear (CDTN)

VOLPARA HEALTH, INC.

Name:
Title:
Date:

Name:
Title:
Date:

Q-10313 • 9 Oct 2024

VOLPARA LAB™ TERMS AND CONDITIONS

These Volpara Lab Terms and Conditions (“Terms and Conditions”) are made and entered into between you (“Customer”, “you”) and Volpara.

BY CHECKING THE ACCEPTANCE BOX, DOWNLOADING, INSTALLING, ACCESSING OR USING VOLPARA LAB, YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU ACCEPT THESE TERMS AND CONDITIONS ON BEHALF OF ANY EMPLOYER OR BUSINESS ENTITY, SUCH ENTITY IS DEEMED THE CUSTOMER HEREUNDER AND YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO LEGALLY BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS.

1. SOFTWARE; RIGHTS

1.1 Rights. Subject to these Terms and Conditions, Volpara hereby grants you a non-exclusive, non-transferable, non-sublicensable, revocable, limited license to use the Volpara Lab software (the “Software”) during the Term, as “Term” is defined in the related research agreement and/or quotation (the research agreement and quotation are referred to herein separately and together as ‘Agreement’), solely in the manner permitted hereunder and not for the benefit of any other person or entity or any commercial purpose without Volpara’s express prior written consent. All rights not granted hereunder are reserved by Volpara. Your use of the Software may be subject to additional terms and conditions that accompany it. Only Customer personnel directly involved in research described in the Agreement shall use the Software and you are responsible for ensuring that all such personnel are aware of and will comply with these Terms and Conditions.

1.2 Scope. The scope of the Software and Services to be provided to you, and any optional services to be provided by Volpara, may be set out in the Agreement. The Agreement shall form part of these Terms and Conditions. If there is any inconsistency between the Agreement and these Terms and Conditions, these Terms and Conditions will prevail.

1.3 Disclaimer. CUSTOMER ACKNOWLEDGES AND AGREES THAT (A) THE SOFTWARE IS FOR RESEARCH USE ONLY, IS NOT INTENDED TO BE USED CLINICALLY AND YOU WILL NOT DO SO; (B) THE DATA GENERATED OR PROVIDED BY VOLPARA LAB IS NOT INTENDED FOR CLINICAL USE; AND (C) VOLPARA LAB IS NOT A DIAGNOSTIC AID.

1.4 Restrictions. You shall not, directly or indirectly, and you shall not permit any third party to: (a) copy, reverse engineer, decompile, disassemble or otherwise attempt to discover the object code, source code or underlying ideas or algorithms of the Software; (b) modify, translate, or create derivative works based on any element of the Software or any related documentation made available to you (“Documentation”); (c) rent, lease, distribute, sell, resell, assign, or otherwise transfer your rights to use the Software; (d) remove any proprietary notices from the Software or the Documentation; (e) publish or disclose to third parties any evaluation of the Software without Volpara’s prior written consent; (f) use the Software for any purpose not expressly authorized by Volpara; (g) interfere with or disrupt by any means or using any technology the integrity or performance of the Software, including engaging in any other conduct that restricts or inhibits anyone’s use of the Software or which, as determined by Volpara, may harm Volpara or customers of Volpara’s products or services or expose Volpara or them to liability; (h) introduce any open source software, virus or malware into the Software; (i) attempt to gain unauthorized access to the Software or its related systems or networks; or (j) violate applicable national, federal, state, local or international laws or regulations.

1.6. Services. Subject to section 3 (Fees and Payment), Volpara will perform its standard technical support services for the Software (“Services”) upon request. Volpara’s performance of the Services are entirely at Volpara’s discretion and depend on your timely cooperation with Volpara, including without limitation, making available the personnel, information, data, instructions, consents, and/or access reasonably requested by Volpara in connection therewith.

1.7 Updates. You will, if required by Volpara from time to time, install any updates, bug fixes, error corrections, patches, releases, and or versions of the Software (collectively, “Updates”) made available by Volpara and all such Updates shall be deemed part of the Software for purposes of these Terms and Conditions. In the event that you do not install any such Update when made available by Volpara, then notwithstanding any terms to the contrary, you assume the sole responsibility and liability for any and all security incidents or other events that would have been addressed or mitigated by Volpara’s provision of such Update.

1.6 Customer Systems. You are solely responsible for, and will retain sole control over the operation, maintenance, management of, access to, and use of, all Customer Systems necessary for your access to and use of the Software or otherwise used in connection with the Software, including without limitation: (a) the implementation and

maintenance of sufficient physical, administrative, and technical controls for all Customer Systems; (b) screening and security procedures with respect to the security and integrity of the Customer Systems; (c) any Customer System Incidents; and (d) compliance with the Documentation. For purposes of these Terms and Conditions, "Customer Systems" means any information technology infrastructure, hardware, systems, servers, computers, software, databases, and networks owned, leased, or licensed by you and/or its affiliates, whether operated directly by you or your affiliates or through the use of third-party services, including without limitation, all PACS, RIS, electronic medical records, and/or other data or imaging systems. For clarity, Customer Systems do not include the Software.

1.7 Customer System Incidents. If you become aware of any unauthorized access to or use of Customer Systems (including unauthorized access to data) related to your use of the Software (a "Customer System Incident"), you will (a) promptly notify Volpara of the incident, including a description thereof; and (b) retain a reputable firm, at your sole expense, that provides forensic information security services and risk assessments in order to: (i) assess the nature and scope of the incident; and (ii) identify the Customer System, access controls, and/or data involved in the incident. You will take appropriate steps to contain, control, stop and remediate any incident. You will provide reasonable details to Volpara regarding the incident within 72 hours or promptly as information becomes available and you will cooperate with Volpara to assess the impact on data privacy, Volpara and the Software by the incident and the related remediation necessary. You acknowledge and agree that Volpara may suspend your access to and use of the Software until the incident is fully remediated.

2. DATA

2.1 Data Protection Legislation. Volpara and Customer shall at all times comply with all applicable laws relating to the collection, handling, transmission, storage, processing, use, disclosure and privacy of data, as such laws may be amended from time to time, and/or equivalent provisions under local, national and regional legislation (the "Data Protection Legislation"). The parties' obligations hereunder are in addition to and do not relieve, remove or replace a party's obligations under the Data Protection Legislation.

2.2 Customer Data. You own and shall continue to own all data and images processed by you through the Software ("Customer Data"). You are solely responsible and liable for: (a) the accuracy, integrity and quality of any and all such data; (b) your and your affiliates' compliance with all laws and regulations applicable to its use of the Software; (c) obtaining any necessary consents from individuals as required under the Data Protection Legislation with respect to the data collected, stored, and processed via the Software; and (d) compliance with applicable notice(s) of privacy practices or other documents specifying the collection, use, processing, and disclosure of personal information. You acknowledge and agree that except as allowed under the Data Protection Legislation and as expressly agreed upon in writing by you and Volpara (including any required data processing addendum) you shall not disclose or otherwise transfer any data which alone or in combination may identify an individual without Volpara's prior written consent.

3. FEES AND PAYMENT

3.1 Fees. You shall pay to Volpara the fees and other charges (if any) set forth in the Agreement for use of the Software and the provision of the Services hereunder (the "Fees").

3.2 Payment Terms. You shall make payment to Volpara for the Fees due under these Terms and Conditions and on the terms set forth in the Agreement within thirty (30) days of receipt of Volpara's invoice. A service charge of one and a half percent (1.5%) per month, or the highest lawful interest rate, whichever is lower, will be applied to all invoices not paid on time that are not subject to a genuine dispute. All payments shall be made in United States Dollars unless stated otherwise in the Agreement. Unless otherwise specified by Volpara in writing, all payments will be made by wire transfer to a bank account designated by Volpara. In the event of Termination for whatever cause, You shall immediately pay all outstanding Fees.

3.3 Taxes. All Fees payable hereunder are exclusive of any and all taxes, duties and other fiscal charges arising under these Terms and Conditions (collectively, "Taxes"), and You shall not deduct or withhold any Taxes from payments due Volpara. You agree to indemnify and hold Volpara harmless from any Taxes assessed or levied in any jurisdiction except for taxes based upon or determined by reference to Volpara's income or level of business activity.

4. SUBSCRIPTION TERM AND TERMINATION

4.1 Term. These Terms and Conditions shall commence upon the earlier of the effective date of the Agreement referencing these Terms and Conditions or the date Customer is first provided with access to or use of Volpara Lab and unless earlier terminated as set forth below, shall continue until the expiration or termination of the Term. If a Term is not specified in the Agreement, the Term shall be for a period of twelve (12) months. The Term shall not renew unless mutually agreed upon in writing.

4.2 For Cause. These Terms and Conditions may be terminated by either party if any of the following events of

default (“Events of Default”) occur: (a) if the other party materially breaches any provision of these Terms and Conditions and fails to cure such breach within thirty (30) days (ten (10) days for breaches involving non-payment of Fees) after notice; (b) if either party becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; (c) if a petition under the bankruptcy laws or regulations of any applicable country or jurisdiction is filed by either party; or (d) if such a petition is filed by any third party, or an application for a receiver is made by anyone, and such petition or application is not resolved favourably within ninety (90) days. For the avoidance of doubt, upon termination of these Terms and Conditions upon an Event of Default, all rights granted to Customer under these Terms and Conditions will immediately terminate and each party shall be entitled to all remedies available to such party at law or in equity, subject to the terms in these Terms and Conditions.

4.3 Survival. Expiration or termination of these Terms and Conditions shall not relieve the parties of any obligation accruing prior to such expiration or termination. The following Sections shall survive the termination or expiration of this Agreement for any reason: Sections 1.3, 1.4, 1.7, 3, 4.3, and 5 through 9, together with such other provisions which should by their nature survive termination or expiration.

5. OWNERSHIP

Notwithstanding any terms to the contrary, Volpara has and shall retain ownership of all right, title and interest in and to the Software, Services, derivatives of and improvements to the Software and Services, other items or material created, developed or provided by or on behalf of Volpara under or in connection with these Terms and Conditions and to all related intellectual property rights (collectively “Volpara IP”), including rights resulting from Customer feedback which may result in or be incorporated into modifications and improvements. You will not assert, impose, or maintain any encumbrances or other rights in or to the Volpara IP and you hereby disclaim any right, title, and interest in and to the Volpara IP. To the extent that you obtain any rights in any Volpara IP or any modifications, enhancements, and derivative works to any Volpara IP, you hereby assign to Volpara all right, title, and interest in and to such modifications, enhancements, and derivative works. Volpara’s name, logo, and all related names, logos, product and service names, designs and slogans are trademarks of Volpara or its affiliates or licensors. You may not use such marks for any purpose, including advertising and publicity, without the prior written permission of Volpara.

6. WARRANTIES; DISCLAIMER; LIMITATION OF LIABILITY

6.1 Warranty. You represent and warrant that (a) all information you provide to Volpara will be current, true, accurate, supportable and complete; (b) you have all necessary rights to use the data, including all necessary consents from the underlying data subjects, to upload, enter into, use, or otherwise process, or cause to be processed the data in and/or through the Software as contemplated by these Terms and Conditions.

6.2 Disclaimer. VOLPARA DOES NOT MAKE ANY WARRANTIES WITH RESPECT TO THE SOFTWARE, SERVICES, DOCUMENTATION, OR ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THESE TERMS AND CONDITIONS OR THE AGREEMENT, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, RELIABILITY, OR NON-INFRINGEMENT, WHETHER ARISING FROM COURSE OF DEALING, USAGE, TRADE PRACTICE OR ANY OTHER MANNER. NO AGENT OF VOLPARA IS AUTHORIZED TO ALTER OR EXPAND THE WARRANTIES OF VOLPARA AS SET FORTH HEREIN. VOLPARA DOES NOT WARRANT THAT THE SOFTWARE OR SERVICES ARE OR WILL BE UNINTERRUPTED OR ERROR FREE. YOU ACKNOWLEDGE AND AGREE THAT THE SOFTWARE (AS WITH TECHNOLOGY GENERALLY) MAY HAVE ERRORS AND MAY ENCOUNTER UNEXPECTED TECHNICAL PROBLEMS. ACCORDINGLY, FROM TIME-TO-TIME, YOU MAY EXPERIENCE DOWNTIME AND ERRORS IN THE OPERATION, FUNCTIONALITY OR PERFORMANCE OF THE SOFTWARE.

6.3 Limitation of Liability. NEITHER VOLPARA NOR ITS LICENSORS OR SUPPLIERS SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF DATA, LOST PROFITS, LOST REVENUE OR LOST BUSINESS, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS, UNLESS THE SAME ARE THE RESULT OF VOLPARA’S GROSSLY NEGLIGENT ACT OR OMISSION OR WRONGFUL ACT OR OMISSION, EVEN IF VOLPARA OR ITS LICENSORS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER VOLPARA NOR ITS LICENSORS OR SUPPLIERS SHALL BE LIABLE FOR CUMULATIVE, AGGREGATE DAMAGES GREATER THAN AN AMOUNT EQUAL TO THE AMOUNTS PAID BY YOU TO VOLPARA UNDER THESE TERMS AND CONDITIONS DURING THE SIX (6) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. CUSTOMER ACKNOWLEDGES THAT THE TERMS AND CONDITIONS IN THIS SECTION

6.3 SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SHALL APPLY EVEN IF AN EXCLUSIVE OR LIMITED REMEDY STATED HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

6.4 Allocation of Risk. THE PARTIES AGREE THAT THE DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH IN THESE TERMS AND CONDITIONS ARE FUNDAMENTAL ELEMENTS OF THESE TERMS AND CONDITIONS AND THE SOFTWARE AND SERVICES WOULD NOT BE PROVIDED TO YOU ABSENT OF SUCH DISCLAIMERS AND LIMITATIONS OF LIABILITY. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF CERTAIN WARRANTIES OR THE LIMITATION OF CERTAIN LIABILITIES, SO THE ABOVE MAY NOT APPLY TO YOU.

6.5 No liability for other's failure. Neither party will be responsible, liable, or held to be in breach of these Terms and Conditions for any failure to perform its obligations under these Terms and Conditions or otherwise, to the extent that the failure is caused by the other party failing to comply with its obligations under the Agreement, or by the negligence or misconduct of the other party or its personnel.

7. INDEMNIFICATION

7.1 Indemnification by Customer. Customer shall indemnify, defend, and hold harmless Volpara, its affiliates, and its and their directors, officers, employees, agents, successors, and assigns from and against all third party claims, demands, suits, actions, losses, damages, injuries, liabilities, judgments, liens, encumbrances, orders, fines, penalties, awards, and expenses (including reasonable attorneys' fees) (collectively "Claims") to the extent arising out of: (a) Customer's breach or violation of these Terms and Conditions; (b) the data; or (c) bodily injury to or death of any person or damage to real property and/or tangible property caused by Customer.

7.2 Indemnification by Volpara. Volpara shall indemnify, defend, and hold harmless Customer, its affiliates, and its and their directors, officers, employees, agents, successors, and assigns from and against all Claims to the extent arising out of: (a) the Software infringing, misappropriating, or violating the Intellectual Property Rights of such third party (an "IP Claim"); or (b) bodily injury to or death of any person or damage to real property and/or tangible property caused by Volpara, provided that, Volpara will have no obligation to indemnify, defend, or hold harmless Customer to the extent such Claims arise out of, result from, or relate to: (i) any modifications to the Software by Customer; (ii) Customer's unauthorized use of the Software; or (iii) any combination of the Software by Customer with any other content or materials.

7.3 IP Claims. If the Software becomes or, in Volpara's opinion, is likely to become the subject of an IP Claim, Volpara may, at its option and expense, either: (a) obtain the right for Customer to continue using the Software in accordance with this Agreement; (b) replace or modify the Software so that it becomes non-infringing while retaining substantially similar functionality; or (c) if neither of the foregoing remedies can be reasonably effected by Volpara, terminate these Terms and Conditions and the Agreement upon written notice to Customer. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND VOLPARA'S SOLE LIABILITY FOR ANY IP CLAIM.

7.4 Procedure. The party seeking indemnity shall promptly notify the indemnifying party of any Claim for which indemnity is owed (an "Indemnified Claim"), provided any failure to promptly notify the indemnifying party will not relieve the indemnifying party of its obligations unless the indemnifying party is materially prejudiced thereby. The indemnifying party will have exclusive control of the defense and settlement of any Indemnified Claim but may not settle any Indemnified Claim without the indemnified party's prior written consent, not to be unreasonably withheld. The indemnified party will cooperate with the indemnifying party in its defense of the Indemnified Claim.

8. CONFIDENTIALITY

8.1 Confidential Information. Each party (including its affiliates) may provide Confidential Information to the other party (including its affiliates). The party disclosing Confidential Information is referred to herein as the "Disclosing Party," and the party receiving Confidential Information is referred to as the "Receiving Party."

8.2 Confidentiality and Non-Disclosure. The Receiving Party shall: (a) not use the Confidential Information of the Disclosing Party except as necessary to perform the Receiving Party's obligations and/or exercise its rights under this Agreement; (b) use no less than a reasonable degree of care to prevent the unauthorized use or disclosure of the Disclosing Party's Confidential Information; and (c) not disclose or make available the Disclosing Party's Confidential Information to anyone except to: (i) its affiliates; (ii) its and its affiliates' employees, contractors, and representatives; and (iii) its attorneys, auditors, accountants, and other professional advisors, in each case, who have a need to know such information and are subject to obligations of confidentiality at least as protective of Confidential Information as set forth in this Agreement.

8.3 Exceptions. Confidential Information shall not include any information, which, except as a result of unauthorized or unlawful use, access or disclosure: (a) was previously known to the Receiving Party; (b) is or becomes publicly available; or (c) was disclosed to the Receiving Party free of any confidentiality or nondisclosure obligation from a source other than the Disclosing Party.

8.4 Compelled Disclosure. If the Receiving Party is legally compelled to disclose any Confidential Information of the Disclosing Party pursuant to a subpoena or other requirement of a judicial or governmental authority, the Receiving Party may disclose such Confidential Information provided that it (unless prohibited): (a) promptly notifies the Disclosing Party prior to making such disclosure; (b) provides any reasonably requested assistance to the Disclosing Party in obtaining a protective order; and (c) only discloses that portion of such Confidential Information that the Receiving Party is legally required to disclose.

9. GENERAL

9.1 Contracting Entity. For purposes of these Terms and Conditions, "Volpara" means (a) the Volpara entity identified in the Agreement, and (b) if no Agreement exists, means Volpara Health Limited if Customer is located in any country other than Australia or the United States; Volpara Health Australia Pty. Ltd. if Customer is located in Australia; and Volpara Health, Inc. if Customer is located in the United States.

9.2 Notices. All communications (including notices, consents, approvals, requests and demands) between the parties in connection with these Terms and Conditions must be in writing and addressed to the respective party's address as set forth in the Agreement. Each party may update its address from time to time during the Term by providing written notice to the other party in accordance with this Section.

9.3 Publicity. You hereby grant Volpara the right to list you as a customer of Volpara and use your logo(s) in marketing materials, such as Volpara's website(s) and applications, customer-facing presentations, and investment materials. In addition, Volpara will, with your prior approval have the right to use your name and logo(s) in press releases.

9.4 Compliance with Laws. Each party agrees to comply with all applicable laws and regulations of in the exercise of its rights and performance of its obligations under these Terms and Conditions.

9.5 Relationship of the Parties. The relationship of Volpara and Customer established by these Terms and Conditions is that of independent contractors, and nothing in these Terms and Conditions is intended, nor shall it be construed, to constitute either party as a principal, agent, fiduciary, employer, employee, partner, co-owner or joint venturer of or with the other party for any purpose whatsoever. Neither party has any authority to incur obligations, liability or debt, or make representations, on behalf of the other party in any manner whatsoever.

9.6 Force Majeure. Notwithstanding anything to the contrary in these Terms and Conditions, no default, delay or failure to perform on the part of either party (other than a payment obligation) shall constitute a breach of these Terms and Conditions if (or to the extent that) such default, delay or failure to perform is due to a cause, event, act or omission beyond the reasonable control of the party charged with such default, delay or failure.

9.7 Amendments and Waiver. No change in, addition to, or waiver of any of the provisions of these Terms and Conditions shall be binding upon either party unless in writing signed by an authorized representative of such party. No waiver by either party of any breach by the other party of any of the provisions of these Terms and Conditions shall be construed as a waiver of that or any other provision on any other occasion.

9.8 Severability. If any one or more of the provisions (or portions of a provision) of these Terms and Conditions shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remaining provisions (or part of the provision) of these Terms and Conditions shall remain in effect and the Agreement shall be read as though the offending provision had not been written or as the provision shall be determined by such court to be read so as to achieve the same economic effect as the original provision.

9.9 Governing Law. These Terms and Conditions and the rights and obligations of the parties hereunder shall be governed by and construed under the laws of New Zealand without giving effect to conflicts of laws rules or principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to these Terms and Conditions.

9.10 Assignment. You shall not assign or otherwise transfer these Terms and Conditions or any of its rights or obligations without the prior written consent of Volpara (such consent not to be unreasonably withheld), and any such attempted assignment or other transfer shall be null and void. For the purposes of the foregoing, a change in control of Customer, and an assignment by operation of law shall be deemed an assignment. Subject to the foregoing, these Terms and Conditions shall be binding upon and inure to the benefit of the parties' respective successors and permitted assigns.

9.11 Entire Agreement. These Terms and Conditions, together with the Agreement, constitute the complete and exclusive statement of the agreement between the parties as it relates to the subject matter and supersedes all proposals, oral or written, and all other representations, statements, agreements, understandings, negotiations and undertakings relating to the subject matter.