

VISBION'S GENERAL TERMS and CONDITIONS OF SALES and SERVICES



This document ("Conditions") together with the (1) **Services Descriptions** and/or (2) **Products Descriptions** and (3) **pricing** applicable to the **Products** and/or **Services** that you are buying together form the whole "**Agreement**" between Visbion Ltd ("**Visbion**") and you ("**Customer**") and prevail in this order in case of conflict.

1. Definitions

Business Days: Monday to Friday, excluding UK public holidays.

Collection Facilities means Visbion's designated collection facilities where Business Customers can deposit end of life products originally supplied by Visbion.

Description: a document forming part of the Agreement which describes a Product or Service.

Hours of Service: Unless stated otherwise in the Visbion quotation standard hours of service are Monday to Friday 9:00 am to 5:00 GMT, excluding UK public holidays.

IPR: "Intellectual Property Rights", patents, trademarks, registered designs, and applications for same, copyright, design rights, know-how, trade and business names and any other similar protected rights in any country.

Minimum Term: the minimum period of Service that must be ordered and which must be paid for.

Order: request by Customer to purchase Product or Services from Visbion.

Order Confirmation: written acceptance by Visbion of Customer's Order.

Price: the charge for Products and/or Services payable by Customer to Visbion.

Products: goods (including Software) as described in any current document published by Visbion physically and/or on its internet site, or in any Order Confirmation and which Customer buys or agrees to buy from Visbion.

Services: maintenance and support carried out by Visbion in accordance with the Service Offering.

Service Offering(s): Service options offered by Visbion as described in any current document published by Visbion physically and/or on its internet site, or in any Order Confirmation.

Software: computer operating systems, middleware, applications or other software that is manufactured or owned by, or licensed by, Visbion.

Third Party Products: products not manufactured, assembled or authorised by Visbion that Visbion sells (i.e. products that do not carry the 'Visbion' brand such as monitors and certain external devices and accessories).

Third Party Software: computer operating systems, middleware, applications or other software from a third party editor or licensor.

WEEE Regulations means Waste Electrical and Electronic Equipment Regulations 2013.

2. Quotations/Orders and Changes

2.1 Visbion's quotations are valid only if in writing and for 30 days after the quotation date, unless otherwise stated in the quotation.

2.2 Visbion accepts the Customer's offer to purchase under this Agreement and makes a binding Agreement by issuing an Order Confirmation or delivering the relevant Products and/or Services. It is recommended that the Customer reviews the Order Confirmation and notifies Visbion within 14 days of any discrepancies that are noticed.

2.3 Visbion reserves the right to make changes to ordered specifications but will identify any such changes in the Order Confirmation. Visbion guarantees that any such changed Products or Services will offer at least equivalent functionality and performance. Visbion will not make any significant variations to Products or Services without the Customer's prior agreement and, except as provided for above, will manufacture and deliver Products or Services in accordance with the Order Confirmation.

3. Price and Payment

3.1 The Customer shall pay the Price shown on the Visbion's Order Confirmation and invoices. The cost of freight, insurance, import or export duties or other associated costs such as sales, value added tax, excise taxes shall be added to the Price shown on the invoices unless already specified as included in the Price. Visbion reserves the right to amend the quoted Price in response to currency fluctuation or other factors outside of Visbion's control.

3.2 The Customer must pay within 14 days of the date of invoice unless stated otherwise. Visbion may suspend delivery of Products and/or Service until full payment is received. If full payment is not received Visbion will be entitled to charge interest on the amount outstanding at the rate of 8% per annum above the Bank of England base rate. If Visbion must recover the outstanding payment and/or Products, recovery costs are to be paid by Customer.

3.3 For Orders to be delivered in instalments over a period of time, Visbion may adjust prices due to changes to exchange rates, duties, insurance, freight, handling and purchase costs. Where Orders are delivered in instalments, each delivery shall constitute a separate contract, and failure by Visbion to deliver any one or more of the instalments in accordance with the Conditions shall not entitle the Customer to treat the whole Order as repudiated.

3.4 For Services that have a Minimum Term the Customer commits to paying the charges for the Minimum Term irrespective of whether the Customer continues to make use of the Service throughout the Minimum Term.

3.5 Where Visbion offers and Customer chooses to pay in instalments such as by Direct Debit, Visbion reserves the right to charge an appropriate administration fee in addition to the quoted fee for the Products or Services.

3.6 Maintenance and Support shall not be in effect until payment is received in full.

4. Delivery of Products

The delivery date specified in the Order Confirmation is an estimate, and the time of delivery is not of the essence. The place of delivery is as stated in the Order Confirmation. For practical reasons, Products may be delivered by instalments, which shall be communicated to Customer.

5. Passing of Ownership and Risk in Products

5.1 Ownership in the Products, excluding the Software shall pass to the Customer only when Visbion receives payment in full for the Products and any other goods that Visbion has supplied to the Customer in respect of which payment has become due, in which case ownership to the Products shall pass at the time of payment of all such sums. Visbion shall reserve the right to enter Customer's premises and seize all goods for which ownership has not passed if Customer is in breach of these Conditions.

5.2 Under no circumstances will the Customer own the Software licence(s) for the Products it purchased or for any other Visbion Products. In respect to the Software, Visbion hereby grants Customer a non-exclusive, non-transferrable license to use the Software. Visbion is under no obligation to provide Customer with any updates to, or new versions of, the Software ("Upgrades"). However, if Visbion does, Customer's use of the Upgrade will be subject to this Agreement from the time of installing.

5.3 Products provided by Visbion as part of a Service Offering are for sole use in provision of that service to Customer and remain the property of Visbion and at no time does ownership of the Product pass to Customer. This provision also applies to Image Cube for Breast Screening.

5.4 Until ownership to the Products has passed to the Customer, the Customer shall:

- a) store the Products separately from all of the other goods held by the Customer so that they remain readily identifiable as Visbion's property;
- b) not remove, deface or obscure any identifying mark or packaging on or relating to the Products; and
- c) maintain the Products in satisfactory conditions.

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5.5 Risk passes to Customer on delivery of Products to Customer or to their representative.

6. Acceptance of Products on Delivery

6.1 Notwithstanding anything herein to the contrary, Customers may only reject Products for material non-conformity with the Products Description or Service Description by providing written notice to Visbion within 7 days after delivery or otherwise customer shall be deemed to have accepted the Products.

6.2 Customer shall notify Visbion promptly:

- a) following delivery of any missing, incorrectly delivered, incorrect specification, or otherwise not as ordered Products or Products which are either in damaged packaging or are visibly damaged; and
- b) following discovery of any non-visible damage or defect in Product supplied.

6.3 Where Products can be returned to Visbion by Customer under the terms of this Agreement, it should either be returned to Visbion or be made available for collection at a time which is mutually convenient insofar as possible. Customers should act reasonably in complying with a request by Visbion to collect Products at a particular time.

7. Statutory Rights, Warranties, Repairs, Replacements and Provision of Services (none of the provisions under Condition 7 apply to Image World)

7.1 Products, Software and Services sold will correspond to their Description (except as stated in Term 2.4 above). **Customer must satisfy themselves as to the suitability of the Description for their needs. Visbion does not warrant fitness for any particular purpose.**

A. Products:

7.2 Visbion will, within a reasonable time of having been notified of the defect, repair and/or replace materially defective Products containing the Visbion brand (at Visbion's option) during the 12-month period post-delivery or for such longer period as is detailed in the applicable Service Offering. In respect of any non Visbion branded Products sold to Customer by Visbion, Visbion shall pass on any such third party warranty in as far as is possible. Notebook and UPS batteries are delivered with a maximum one-year warranty unless a shorter period is stated in the applicable Service Offering. This warranty is not upgradeable.

7.3 These obligations are dependent upon proper use of Products and do not cover any parts of Products which have been modified or repaired without Visbion's prior written consent. Visbion reserves the right to charge the Customer for repair or replacement of Products where in its reasonable opinion the defect has been caused by misuse of the Product by the Customer.

7.4 Visbion may ask third party Software licensors to fulfil Visbion's and/or the licensor's legal obligations relating to the supply of that licensor's software.

7.5 Visbion's obligations do not apply to the consumable components of consumable items (such as toner in printer cartridges) or if a defect is caused by an external cause such as fair wear and tear, software or hardware loaded onto or connected to Product by Customer where this software or hardware has not been supplied by Visbion, an accident, hazard, humidity control, electrical stress or other environmental conditions not commonly found in a safe home or office environment.

7.6 Parts not critical to Product function, including but not limited to hinges, doors, cosmetic features, and frames, are not serviced and/or repaired or replaced.

7.7 If Visbion makes repairs to Products under Service Offerings it does so by using components which are new or equivalent to new in accordance with industry standards and practice. Certain repairs or replacements may be carried out by Customers under instruction by Visbion. Replaced or repaired parts carry the relevant Service Offering warranty until the end of the original warranty period as described in the Service Offering.

7.8 If Customer does not return removed parts Visbion may then charge a fee of which Customer will be informed prior to charge. The fee will reflect the cost incurred by Visbion in retrieving the part(s), and/or the cost of procuring another component to recondition and/or arising from failure to comply with the environmental obligations as a result of the Customer's failure to return the Product.

B. Services:

7.9 Maintenance and Support shall not be in effect until payment is received in full. All systems must have internet or N3 connection. If that is not the case, Visbion will be unable to provide support for that system.

7.10 Visbion shall carry out the services using reasonable skill and care. Visbion's obligations under its Service Offerings are further as stated in the Descriptions for those Service Offerings. Visbion will use all reasonable endeavours to meet response times estimated in the Service Offerings, but actual timings may vary depending, among other factors, on the remoteness or accessibility of Customer's location, weather conditions, Hours of Service and availability of components.

7.11 Notwithstanding the above, the following are excluded from Services unless stated otherwise in the Service Offering: local working hours, relocation, removal of non-Visbion supplied hardware or software, preventative maintenance, repairs to Products that are functioning within industry standards including without limitation defective pixels on monitors, transfer of data or Software and viruses. Customer is responsible for removal of non-Visbion supplied products.

7.12 Visbion does not provide Visbion Service Offerings for Third Party manufactured Software or Products but will pass to Customers, to the extent that it is permitted to do so, the benefit of any warranty or guarantee given by the manufacturer or supplier of Third Party Products.

7.13 Where Service Offerings include provision by Visbion of mobile communication services, Visbion takes no responsibility for the quality of these services in any given location. The Customer accepts that the mobile communications services may from time to time require upgrading, modification, maintenance or other works which may result in some or all of the Services becoming temporarily unavailable.

7.14 Where support and maintenance of hardware products is provided by Visbion on a Return to Base (RTB) basis, Customer shall be required to pay the shipping cost of returning the hardware to Visbion for maintenance repair.

7.15 Support and Maintenance Service may be provided via telephone (at the normal national rate), via Internet or remotely where appropriate. Additional optional value added Services may be offered using Premium Rated Services. Telephone calls may be recorded for training purposes.

7.16 Customer must provide Visbion with all reasonable courtesy, information and cooperation to enable Visbion to deliver the Services and shall be responsible for all telephone and postal charges in contacting Visbion.

7.17 Visbion owns any Products or parts that are removed during repair. Visbion may require Customer to return removed parts to Visbion for reconditioning, analysis or for environmental reasons.

7.18 Customers are not automatically entitled to a repair or a replacement other than as described in a Service Description or as otherwise agreed by Visbion. Visbion shall have no liability or obligation for defects in Products or failure to remedy defects except as expressly provided under this Agreement.

7.19 Except as expressly provided herein or in any applicable Services Offering, no warranty, express or implied, as to the condition, quality, performance, merchantability, or durability of Products is given or assumed by Visbion and all such warranties are hereby excluded to the extent possible under applicable law.

7.20 At the end of the Minimum Term for a Service Visbion may offer the Customer a quotation for a further term at the then current rates and conditions. If no quotation is offered or the Customer fails to place an Order for a further term, then Customer will arrange for the return of all Visbion property in its possession that was used in delivery of the Service to Visbion or allow Visbion access to its premises to remove the Visbion property.

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8. Indemnity

8.1 Visbion shall indemnify and keep Customer fully indemnified against all costs, claims, demands, expenses and liabilities arising out or in connection with any claim that the use or possession of the Software by the Customer infringes any IPR of any third party provided that:

- a) Customer gives Visbion written notice of any claims or proceedings immediately following receipt of them;
- b) Customer makes no admission of liability and give sole authority to defend or settle the claims or proceedings at Visbion's cost and expense;
- c) Customer gives Visbion all reasonable help in connection with the claims or proceedings at our cost and expense;
- d) claim has not arisen as a result of Customer (or any third party) using or combining the Software with any equipment, programs or materials not supplied by Visbion.

8.2 In dealing with any claim for infringement of a third party's intellectual property rights, Visbion may at our own expense and option:

- a) pay for the right to continue using the Software; or
- b) make any changes to the Software without materially reducing its functionality; or
- c) replace the Software with other software which has functional equivalence and the same performance capability.

8.3 The Customer shall indemnify Visbion and hold Visbion harmless against any and all loss, damages, costs, liabilities, claims, demands and expenses, including all legal costs, arising out or related to, any claim which may be made against Visbion by a third party in respect of the Customer's operation or use of the Software, except to the extent it is caused by Visbion's breach of contract or negligence.

9. Force Majeure

9.1 Neither party is responsible for non-performance in case of circumstances beyond its reasonable control ("Force Majeure") including without limitation, strikes, lock-outs and other industrial disputes by non Visbion employees, terrorist acts, war, malicious damage, exchange fluctuations, governmental or regulatory actions, natural disasters, severe weather, unforeseeable transport or production problems affecting companies that supply Visbion.

9.2 If the Force Majeure event lasts longer than 60 days then Visbion shall have the right to terminate the Agreement by providing notice in writing to Customer and returning all sums paid by Customer under the Agreement. No compensation to Customer will then be due in these circumstances.

10. Liability

10.1 Visbion accepts its liability for any loss or damage to private property, death or personal injury caused by the Products and Services supplied, the negligence or deliberate misconduct of Visbion, or any employees, agents or subcontractors acting on Visbion's behalf, provided, however, that in all cases, (except for death or personal injury caused by its negligence or for fraud where there shall be no limit on liability), Visbion's liability for losses suffered by Customer will be assessed in accordance with Clause 10 and be subject to an aggregate maximum equal to 100% of the Price.

10.2 Visbion's liability shall be limited to reasonably foreseeable losses arising as a direct consequence of breach by Visbion of this Agreement. However, Visbion shall not be liable in certain circumstances, for example, to the extent the causes or the loss:

- a) were not reasonably foreseeable by both parties; and/or
- b) were known by Customer to the exclusion of Visbion at the time that the Agreement was entered into; and/or
- c) arose from the use of the Product and/or Services for purposes other than those contemplated in Clause 7.1.
- d) were reasonably foreseeable and preventable by Customer such as those arising from, but not limited to:
 - (i) data or information loss caused by failing to keep backup copies of important data on separate media; or
 - (ii) virus damage; or
 - (iii) user inflicted problems such as those caused by failure to read and/or follow user instructions provided in writing or orally by a Visbion or third party technician.

10.3 In claiming against Visbion for any such losses Customer is expected to have acted reasonably, for example, with regard to:

- a) how the losses were accrued – including steps taken to mitigate or to avoid losses occurring; and
- b) taking reasonable precautions to avoid loss (such as contacting Visbion promptly upon becoming aware of an issue).

10.4 Visbion will not be liable for:

- a) loss resulting from any defect or deficiency in Products or Services which Visbion shall have remedied within a reasonable period and/or consistently with the terms of a Service Description;
- b) indirect and consequential losses;
- c) loss of business, profits, salary, revenue, loss or corruption of data or anticipated savings;
- d) loss arising from the severe weather or natural disasters;
- e) loss through Customer's negligence.

11. Intellectual Property and Software

The Software is protected by the law of England & Wales and by international IPR laws. All products, company names and logos contained within the Software are trademarks, service marks or trading names of their respective owners.

12. TUPE

Customer shall keep Visbion fully indemnified against any claims, costs, demands, awards, compensation or other liability of any nature arising out of the termination of the employment rights (by way of redundancy or otherwise) or deemed transfer of any employment rights of any employees of the Customer or otherwise resulting from the entering into or termination of any Order, Services or this Agreement (in whole or in part) for whatsoever reason.

13. Export Control

Customer is advised that the Product, which may include technology and software, is subject to EU and US export control laws and laws of the country where it is delivered or used. Under these laws, Products may not be sold, leased or transferred to restricted end-users or countries or for restricted end-uses. Customer agrees to abide by these laws.

14. Data Protection

Personal data obtained by Visbion from Customer shall be held and processed in accordance with applicable laws and consistently with Visbion's Information Governance Policy. Visbion may share such personal data with other Visbion entities, agents, or subcontractors performing services for Visbion. Visbion may

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also transfer personal data to affiliated companies or agents or subcontractors which may be outside the European Economic Area (EEA), in which case Visbion will ensure adequate protection to safeguard personal data. For a copy of Visbion's Information Governance Policy, please visit Visbion's website or

contact: Visbion Ltd, Visbion House, Gogmore Lane, Chertsey, Surrey, KT16 9AP, UK. Customer consents to the processing of Customer's personal data in accordance with the above.

15. Confidentiality

The Receiving Party shall treat all confidential information belonging to the Disclosing Party as confidential and safeguard it accordingly. The Receiving Party shall not disclose any confidential information belonging to the Disclosing Party to any other person or third party without the prior written consent of the Disclosing Party.

16. Termination

16.1 Either party may terminate this Agreement or any Order if either:

- a) commits a material or persistent breach of these Conditions and fails to remedy such breach within 30 days of written notice being given to it by the other party requiring a remedy;
- b) becomes insolvent or bankrupt or is unable to pay debts as they fall due;
- c) gives one-month written notice. Customer shall pay for the full term of the contract – please refer to Clause 3.4

16.2 Visbion may terminate this Agreement or any Order with immediate written notice if Customer fails to pay on time or breaches or Visbion reasonably suspects Customer has breached export control laws.

16.3 The following clauses of these Conditions shall survive any termination or expiration of these Conditions and shall continue to bind the parties and their permitted successors and assigns: clauses 3, 5, 7, 1, 15, 16.3, 17-19, 25, 27 and 31-34 inclusive.

17. Law and Jurisdiction

This Agreement is governed by English Law and the exclusive jurisdiction of the English courts.

18. Assignment and Subcontracting

Visbion may at any time assign, subcontract or transfer all or part of its obligations or rights to a competent third party. The Customer shall not, without Visbion's prior written consent assign, transfer or subcontract all or any of its rights or obligations.

19. Notice

19.1 All notices must be in writing and sent to the registered office or the address specified on the invoice. If notice is sent by post, it shall be deemed received after 2 Business Days. If notice is sent by email or fax, it shall be deemed received as soon as it is sent, provided it is received within the Hours of Service. This provision shall not apply to legal documentation.

19.2 Any legal documentation shall be sent by recorded delivery and it shall be deemed received once it has been signed for.

20. Miscellaneous

20.1 If any part of these Conditions is found to be unenforceable under any laws or regulations or by any court, such Condition or part of this Condition shall be deemed stricken from the document, but such invalidity or unenforceability shall not invalidate any of the other Conditions in this document.

20.2 This Agreement forms the entire agreement of the parties in relation to the relevant Order to the exclusion of all other terms or representations verbal or otherwise and Visbion shall have no liability in relation to such terms or representations, unless made fraudulently.

20.3 Failure by either party to exercise any right or remedy in this document does not constitute a waiver of that right or remedy.

21. Environment

In accordance with the UK WEEE Regulations Visbion will collect and recycle EEE at its own expense. The Business Customer shall provide Visbion with sufficient access to collect the EEE from its premises.

22. Variation

Except as set out in this document, no variation of these Conditions, including the introduction of any additional Conditions shall be effective unless it is agreed in writing and signed by both Visbion and the Customer.

THE FOLLOWING TERMS AND CONDITIONS SHALL ALSO APPLY DEPENDING ON WHAT VISBION PRODUCT(S)/SERVICES THE CUSTOMER PURCHASED

Image World

23. Subscription Contract

23.1 The Minimum Term for an Image World Subscription Contract is 24 months.

23.2 If after each 24 month term the Image World Contract is not cancelled, a new Contract will be entered into for a Minimum Term of 24 months.

23.2 Any number of studies may be uploaded to Image World providing the account is active.

23.3 Subscription fees will be charged for by Visbion monthly in advance.

23.4 There is no charge for viewing studies previously uploaded by Subscription Account holders.

23.5 All charges for Subscription Accounts will be taken by monthly Direct Debit or equivalent. Direct Debit or its local equivalent is the only means of paying for Subscription Account charges and signing of a Direct Debit mandate or local equivalent is a mandatory step in setting up a Subscription Account.

23.6 The Subscription fee shall be based on the number of studies stored in Customer's Image World Account.

24. Licence Terms

24.1 Visbion hereby grants Customer a non-exclusive, non-transferrable license to use the Software on the terms and conditions of the license and for the purposes and to the extent specified in this Agreement.

24.2 Visbion is under no obligation to provide Customer with any updates to, or new versions of, the Software ("Upgrades"). However, if Visbion does, Customer's use of the Upgrade will be subject to this Licence from the time of installing.

25. Storage Levels

25.1 Subscription fees are based on incremental levels dependent on the amount of studies stored in the Customer's Image World Account.

25.2 Subscription fees will automatically increase when the current storage level has been exceeded.

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25.3 If the Customer wishes to remain within a storage level there is a delete study function available for use at the Customer's discretion. Visbion does not offer a mass deletion tool and will not be liable for any studies accidentally deleted using this function.

26. Image Retention

26.1 Visbion will store uploaded studies for the duration of the Customer's Subscription Account. On termination of the Customer's Subscription Account for any reason, any uploaded studies will be retained for one month and then deleted from Image World unless the Customer contact Visbion in writing.

26.2 If the Customer requests the return of the Customer's uploaded studies as per 27.1 above, Visbion will return the studies and images that the Customer has uploaded, on a suitable electronic media device for which an additional charge will be made.

27. Use of the Software

27.1 Regarding the Customer's use of the Software

a) the Customer may:

1. use and operate the Software for uploading studies;
2. view studies that have been previously uploaded into the Customer's Image World Account;
3. download studies that have previously been uploaded into the Customer's Image World account.

b) the Customer may **not**:

1. disassemble, decompile or reverse engineer the Software, except if, and to the extent permitted by any applicable laws;
2. translate or migrate the Software into any other format, language or hardware platform;
3. make the Software available to, or permit the Software to be used by, anyone other than the Customer's employees or temporary clinical staff;
4. sub-licence, sell, transfer, publish, distribute, re-release, lend, electronically transfer or otherwise make available or grant rights in the Software;
5. alter or remove any copyright notices or other notices indicating the proprietary ownership by Visbion or any third party of any intellectual property in the Software;
6. develop, or employ any other person to develop, any other software (of whatsoever nature) using any of Visbion's proprietary intellectual property;
7. disclose or use any trade or proprietary information contained or embodied in the Software.

27.2 The Customer undertakes to ensure that the Software is carefully and properly operated at all times fully in accordance with Visbion's instructions as set out in the Help documentation provided with the Software or as otherwise notified to the Customer from time to time.

28. Warranties

28.1 Visbion warrants that it has the right to license the Customer to access and use the Software.

28.2 Subject to this warranty, the trial copy of the Software with which the Customer is provided access to during the Evaluation Period is provided "as is" and no warranty (express or implied including but not limited to implied warranties of satisfactory quality and fitness for purpose) is given by Visbion.

28.3 Visbion further warrants that the Software will materially conform with the help documentation provided with the Software for ninety (90) days from the date of installation. Visbion will correct any errors or malfunctions resulting from such non-conformance or (at its option) replace any such non-conforming copy of the Software in each case free of charge PROVIDED THAT:

- a) the Software has been used at all times properly and in accordance with instructions for use; and
- b) no alteration, modification or addition has been made to the Software without Visbion's prior written consent; and
- c) the alleged error, malfunction or inconsistency has been notified to Visbion within the warranty period specified above.

28.3 Each claim from the Customer under the warranty must be sent in writing, by post or by fax or by email, to Visbion specifying the nature of the alleged error or malfunction.

29. Statement concerning United States Users

This product is commercial computer software and commercial computer software documentation (as used in 48 CFR 12.212 and 48 CFR 227.7202-1 to 227.7202-4) that has been developed exclusively at private expense. If this product is acquired directly or indirectly on behalf of a unit or agency of the United States Government under the terms of (i) a United States Department of Defence contract, then pursuant to DOD FAR Supplement 227.7202-3(a), the United States Government shall only have the rights set forth in this Licence; or (ii) a civilian agency contract, then use, reproduction, or disclosure is subject to the restrictions set forth in FAR clause 27.405(b)(2)(i), entitled Acquisition of Existing Computer Software, and any restrictions in the agency's FAR supplement and any successor regulations thereto, and the restrictions set forth in this Licence.

Image Cube for Breast Screening

30. Term of service

30.1 The Customer shall be legally bound to the contract for a Minimum Term of 24 months.

30.2 If on completion of the service period, the Customer does not wish to continue with the Visbion service, then sufficient time and access should be granted to allow Visbion to remove the equipment from each mobile unit. Visbion shall have no responsibility for making good the cosmetic appearance of the mobile unit following the removal of equipment (screw holes, cable holes etc.).

30.3 If on completion of the service period, the Customer still wishes to use Visbion's service, another Agreement shall be considered.

31. Orders and Payment

31.1 Visbion shall require a purchase order for the full 24-month service, including the initial service fee and the following quarterly service fees.

31.2 The Customer shall be invoiced quarterly in advance.

31.3 The Customer shall pay the quarterly invoice by bank transfer or cheque. If for any reason that is not possible, another method of payment must be agreed between the parties.

32. Passing of Ownership

Visbion shall retain the ownership of all the necessary equipment supplied under this Agreement.

33. Licence Terms

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Visbion hereby grants the Customer a non-exclusive, non-transferrable, time limited license to use the Software on the terms and conditions of the license and for the purposes and to the extent specified in this Licence Agreement.

34. SIM Coverage and Contingency Solution

34.1 Visbion shall not be liable for loss of coverage arising from moving the mobile unit.

34.2 A Contingency Solution is available to purchase for an additional fee. It allows the mobile unit staff to download the images to an external storage device to then transport to the designated hospital.

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