PicomCloud™

Users Manual

ScImage®

The Enterprise Imaging Company

Caution:
U.S. Federal law restricts this device to sale by or on the order of a physician.

Every precaution has been taken to ensure the accuracy of the information contained in this manual. ScImage, Inc. will not be held responsible for errors made in the preparation of this document. ScImage, Inc. reserves the right to change or update any of the software/hardware specifications contained in this document, at any time, without notice. This user guide is intended to be used as a guide to the technical operation and use of software produced by ScImage. It is not intended to teach how to evaluate medical images or other data for diagnostic or any other purpose.

Indications for Use:
The PicomEnterprise software is a Picture Archive and Communication System intended for acceptance, transfer, display, storage and digital processing of medical images. Its hardware components may include digitizers, workstations, communications devices, computers, video monitors, magnetic, optical disk, or other digital data storage devices and hardcopy devices. The software components provide functions for performing operations related to image visualization, enhancement, compression or quantification.

ACR Resolution Recommendations:
The ACR Technical Standard for Electronic Practice of Medical Imaging recommends that the spatial resolution of the display system to be of equal, or greater, size than the original image. This applies to equipment used as the sole image review source for the production of an official authenticated written report. For images produced through film digitization or by computed radiography (CR), the original source matrix size is approximately 4860x4860 pixels or larger. The spatial resolution of many commercial monitors is less than those specifications. They are generally 1600x1200, 1280x1024 or 1024x768 pixels. Medical grade monitors that display in color or monochrome have higher spatial resolutions.

Display of Digital Mammography Images:
To support the diagnostic interpretation of Mammography studies, PicomEnterprise will display the full fidelity DICOM image in a non-compressed format. Images will be rendered with patient and clinical information clearly displayed as part of the DICOM Overlay as required by MQSA, on monitors cleared by FDA for use in Digital Mammography. Lossy compressed mammography images and digitized film screen images should not be used for the purpose of primary diagnosis. Mammographic images may only be interpreted using an FDA approved monitor that offers at least five megapixel resolution and meets other technical specifications reviewed and accepted by FDA.

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WELCOME!

Welcome to PicomCloud. This manual is intended to make you familiar with the features of PicomCloud and assist you in setting up your own virtual workflow.

1 Getting Started

Logging In for the First Time

To log into PicomCloud, go to www.picomcloud.com. On the home page you will find a login box titled "Welcome"; use the username and temporary password that was emailed to you to fill in the login fields and click the "LOGIN" button. This will sign you into PicomCloud.
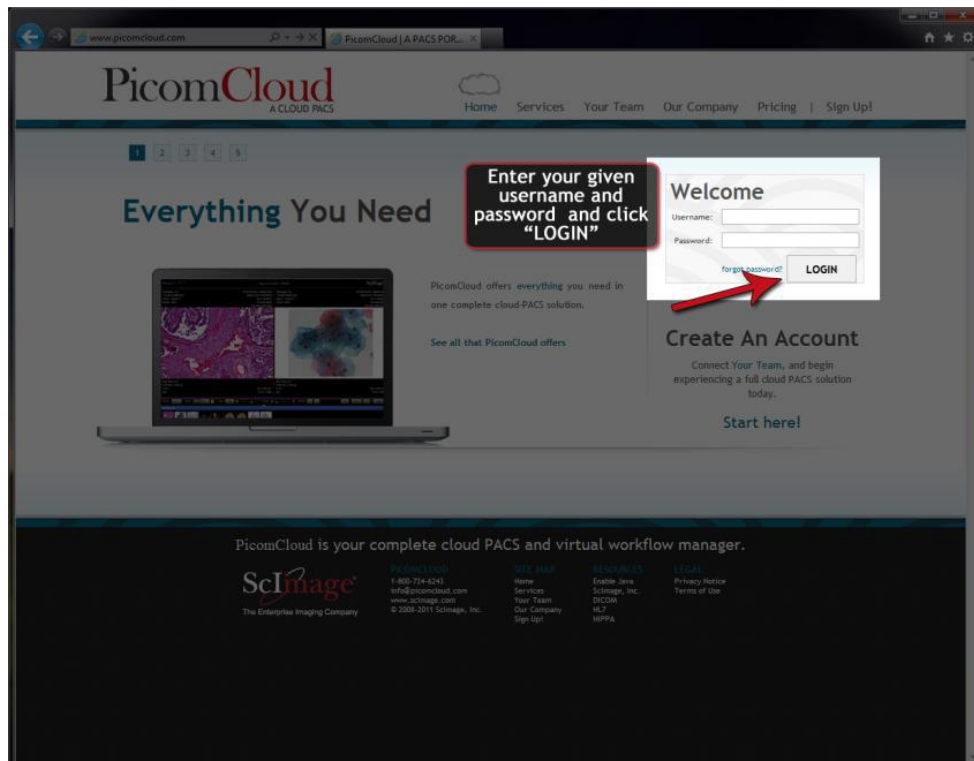
Upon logging in successfully, you will be brought to the "Media Uploads" page. You should see a small welcome message in the upper right hand corner of the page. This message will display your username and a link to logout. Always double check that you are logged in under the correct username.

Your next step is to go to the "My Account" page and change your password. Please follow the directions in the next section.

NOTE: If you are unable to login to with the username and/or password given please contact ScImage technical support at techsupport@scimage.com or 1-866-724-6243.

Changing Your Password

To change your password you must first navigate to the "Overview" page which is found within the "My Account" page. First click the "My Account" link.
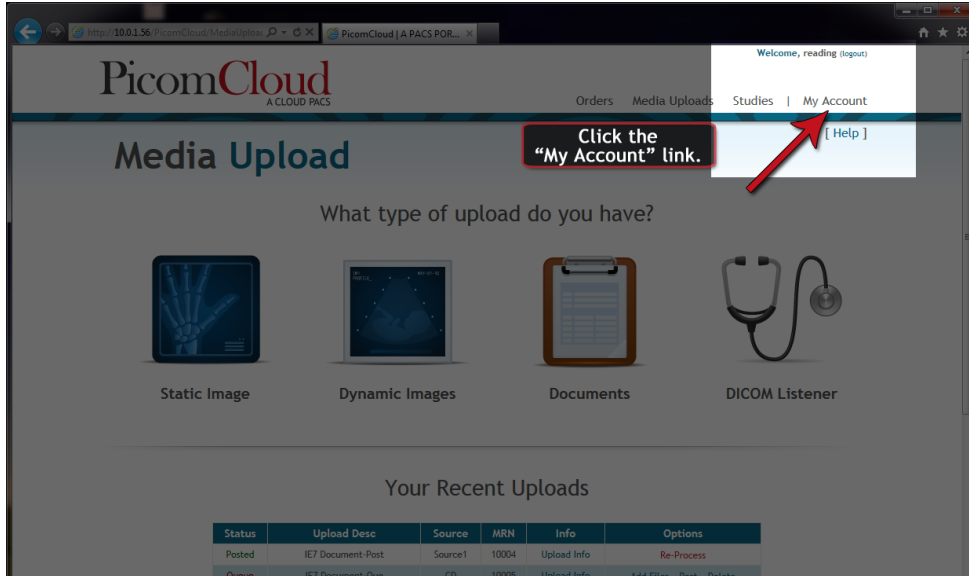
After navigating to "My Account" you will, by default, see the "Overview" page. Clicking the "Change Password" link will display the fields needed to change your password.
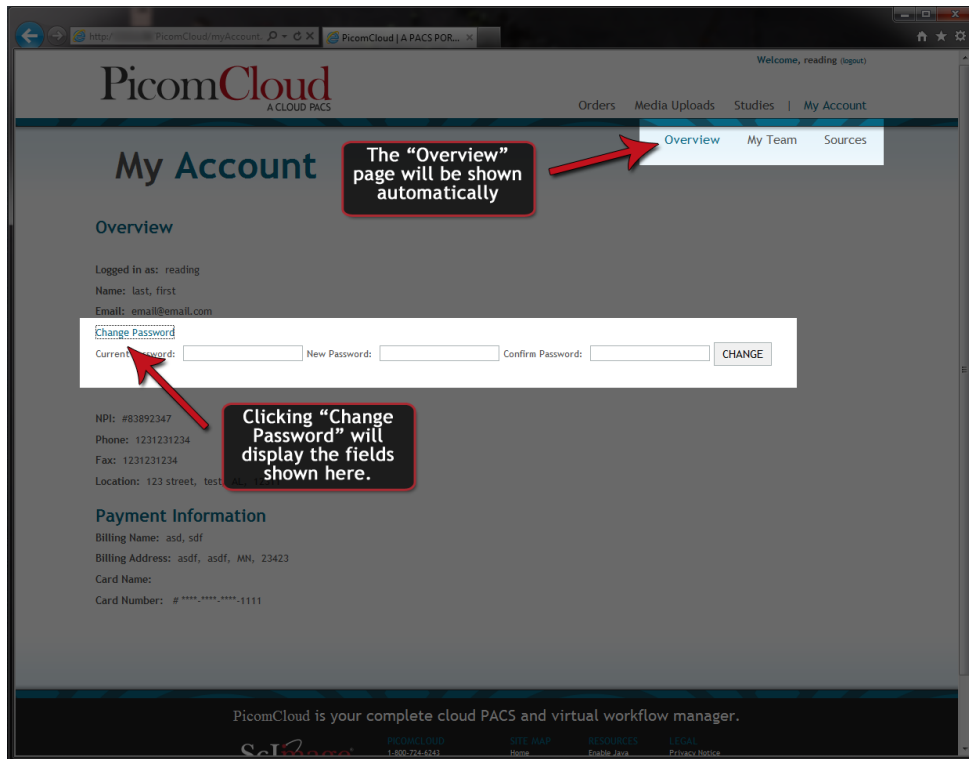
2 Media Uploads

All Media Upload tools are found on the "Media Upload" page. Selecting any one of the four media types will begin your upload process.

Upload Types & Usage

There are four media upload types. Below is a description of each one:

Static Image
The Static Image upload tool is used for DICOM images that are from the following modalities: CR, CT, DX, ECG, ES, MG, MR, NM, OT, PT, RF, SC, US.

Dynamic Image
The Dynamic Image upload tool is used for DICOM images that are from the following modalities: Cardiac Catheterization and Cardiac Echo.

Documents
The Document upload tool is used to attach Non-DICOM objects to existing studies, new studies, or existing orders.

DICOM Listener
The DICOM Listener tool is used to capture and upload DICOM images by directly connecting to your modality.

NOTE: The Dynamic Image and Documents upload tools follow a similar upload process. The Document upload tool will give you the additional ability to attach the document to an existing or new imaging study.

Upload Imaging Studies (DICOM)

To begin uploading an image choose and click on the appropriate Media Upload type. For the purpose of this Quick Start Guide we will use the Static Image type as an example.
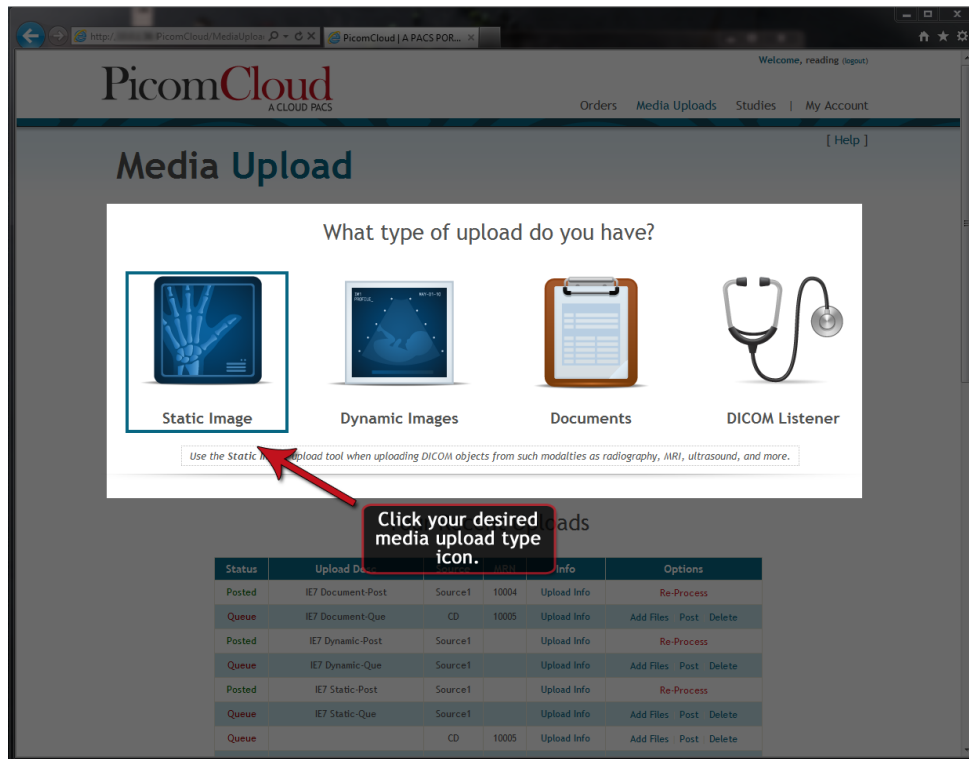
The Static Image upload process is made up of three steps:

1. Tell us about this upload
2. Attach to an order?
3. Confirm Upload

After completing each step, a summary of the information entered is displayed in the right column. Clicking the "edit" link in the right column or "EDIT" buttons in the main column will allow you to change your upload information at any time.

Step 1: Tell us about this upload

In this step you will need to:

- Browse and select the files you want to upload (JAVA MUST BE ENABLED)
- Enter a Description
- Select an existing source from the drop down OR enter a new source
- Add any necessary notes.

Note that the source can be manually entered or chosen from a dropdown. The source will be used to define viewing rights to the images being uploaded. "Team Members" are initially

attached to a source upon their creation. See "My Team" to learn how to link Team Members to different sources. Please be aware that a blank source will give access to ALL images.

Clicking the "NEXT" button will bring you to Step 2.

Step 2: Attach to an order?
In this step you are given the option to attach this upload to an existing order. An order would have been created from the "Orders" page found in the main navigation.

NOTE: Your PicomCloud account must be set up to utilize order management.

If you choose "NO", you will be brought directly to Step 3. If you choose "YES" you will be asked to search for the order by either last name or MRN. Clicking on a patient/order in the results table will bring you to Step 3.
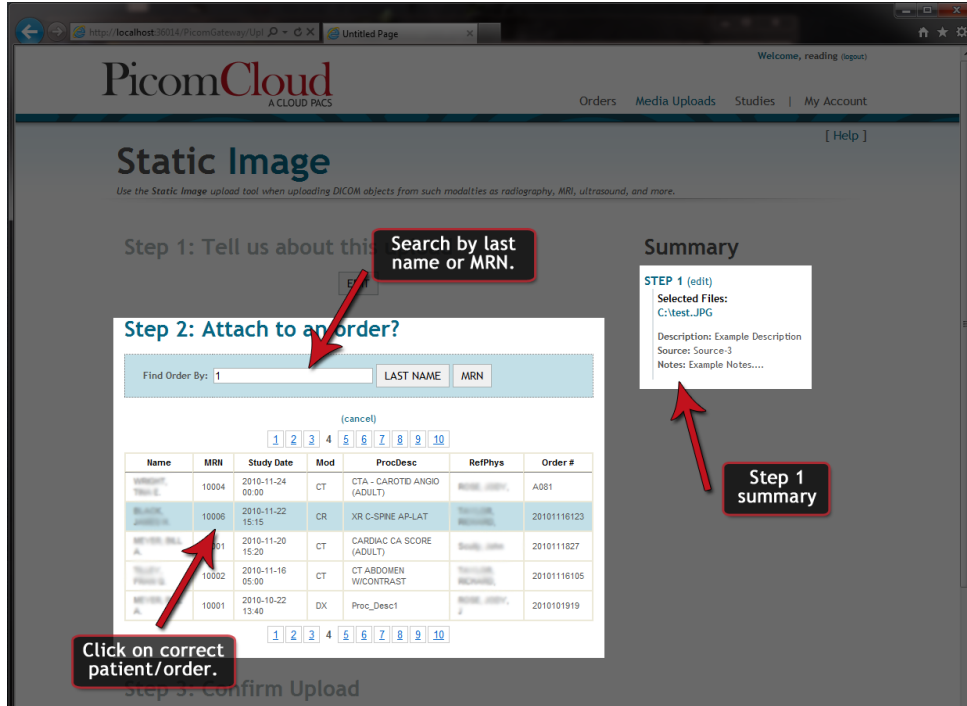
Step 3: Confirm Upload

In step 3 you are given the option to either "Upload Later" or "Complete Upload". Uploading the files later will put it in a *pending* status and allow you to attach other supporting documents to the upload through the "Add File" option on the "Media Uploads" page. Completing the upload will place the files directly to the server and making it available for other team members in your Virtual Workflow to view.
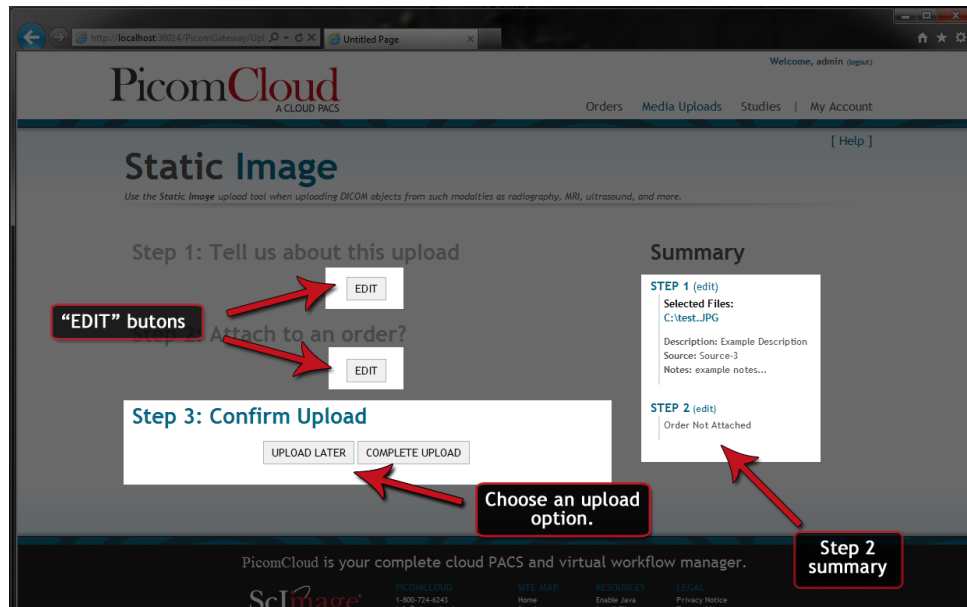
If uploaded successfully it will show up in the "Recent Uploads" section in either a pending or completed status.

Upload Documents (Non-DICOM)

Document files (non-DICOM) can be uploaded and attached to existing studies in the PicomEnterprise, or uploaded as a new study by selecting an existing order or manually entering the study information during Step 2 of the upload process.

The current file formats that are supported in PicomCloud for upload are listed below. If a desired format is not listed here, please contact ScImage representative or technical support at techsupport@scimage.com.

- TXT
- DOC & DOCX
- PDF
- RTF
- XML
- HTM

- PNG
- JPG
- TIFF & TIF
- AVI
- MPEG
- MOV
- WMV

STEP 1: After selecting the 'Documents' type from the Media Uploads page, select the files to upload by clicking on the 'Select Files to Upload' button. Note: The files must all be in the same folder per upload attempt.

Then fill out remaining fields in step 1. The 'Upload Description', 'Document Title' and 'Notes' are optional fields, but it is recommended that a 'Document Title' is provided because this will be the displayed name for the document(s) when looking at study objects in the PowerConsole and Dashboard worklist application. If a 'Document Title' is not provided, the study object will simply be displayed by its file format name, such as "PDF Object".

The 'Source' field is required because if a new study is created in Step 2, then this will identify the originating site or departmental group that uploaded the document. Note: The 'Source' value

will get disregarded if the document is attached to an existing study in Step 2 because that study will already have a source.

Step 2: Select whether to upload the document(s) to an existing study or a new study. A new study can be created in the PicomEnterprise database by either manual study info entry or selecting an existing order.

If either 'Existing Study' or 'Existing Order' is clicked, then the user can search for studies or orders by patient last name or MRN. After a list of studies or orders is found, the user will need to click on the desired study or order from the list.

If the user clicks 'New Study', then they are presented with a form to manually enter the patient and study information. This includes patient name, gender, DoB, study date, modality, and study description.

Step 3: User is presented with option to 'Upload Now' or 'Upload Later'. The later option will allow users to make changes to the upload at a later time before officially sending the files into the PicomEnterprise server and database.

3   DICOM Listener

The DICOM Listener is a client-side zero-footprint upload tool used to receive DICOM transmissions of image files directly from an imaging source or modality.

To start, click the DICOM Listener icon from the "Media Uploads" page. As in the Static Image upload tool, you must fill in a few fields which describe the upload. In this case we require:

- Description

- Source

- Upload Type (static or dynamic)

Click the "Launch DICOM Listener" button to begin listening for images being sent from your modality.
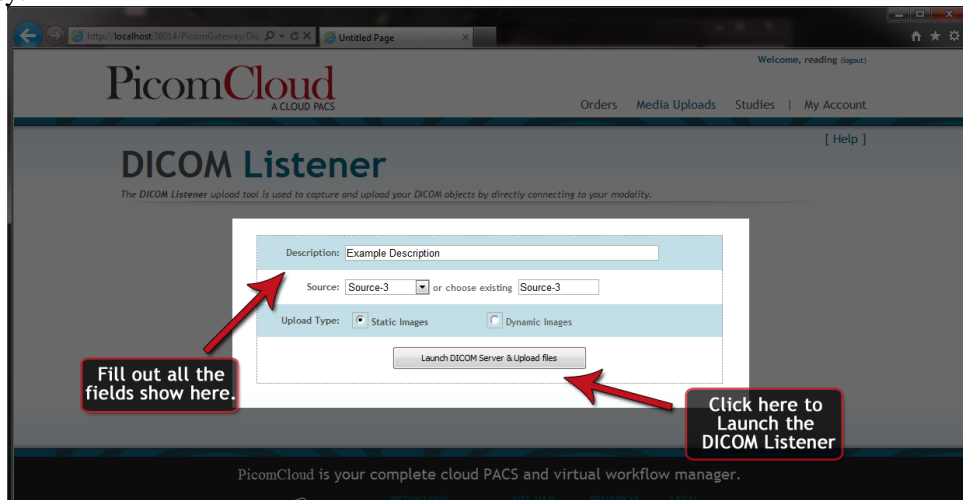
Next, the DICOM Listener window will pop up. Use the information provided in this window to correctly configure your modality. The criteria needed for a successful transfer are:

- Port Number

- IP address

- Server AE title

To begin the transfer, click the "Listen" button. Once the transfer is complete and you see the files in the DICOM Listener window; go ahead and click the "Post" button. This will complete your upload into PicomCloud.
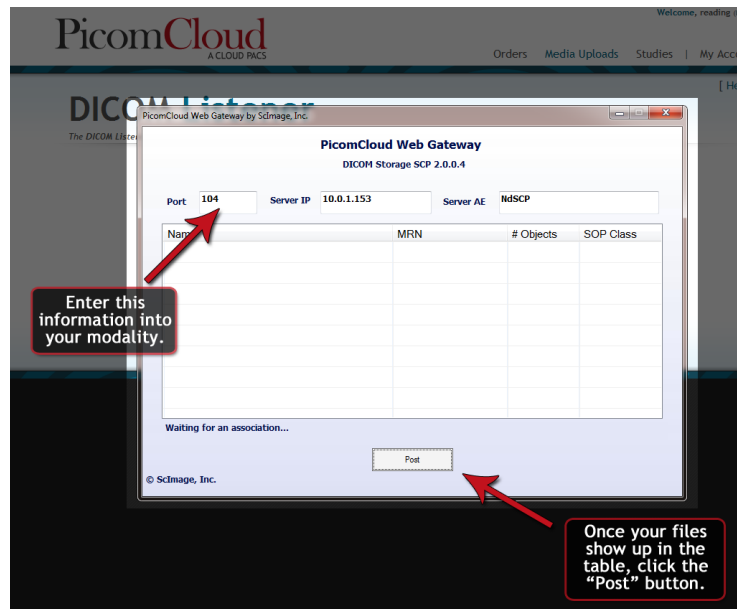
4 Recent Uploads

On the bottom of the "Media Uploads" page you will see the Recent Uploads section. This section lists all your recent uploads, their status, and possible options.

Again, there are two types of upload statuses: *Pending* and *Completed*. Uploads in a *Pending* status have the following options: Add File, Upload, or Delete. Clicking "Add Files" will bring you to the Add File page where the upload process is similar to the one described above for the Static Image upload tool. Clicking "Delete" will delete the upload. Lastly, clicking "Upload" will post the upload to the servers making it available for viewing.

NOTE: Uploads must be in the completed status for others to view/work on the studies.

Uploads in the *Completed* status are live on the server. The only option for *Completed* uploads is to "Re-Process". Clicking on this link will remove the files from the server and try uploading the files again. Note that one should only re-process an upload if they know what they are doing, for members of your Virtual Workflow could have already done work on them.

5 Orders and Studies View

Viewing Orders

If your team uses PicomCloud for order entry, click the "Orders" link in the main navigation to see a list of your team's orders. Orders can be used to associate with an uploaded study so that study metadata is automatically populated from the order. The order status will change to "Images Ready" when the images are uploaded.
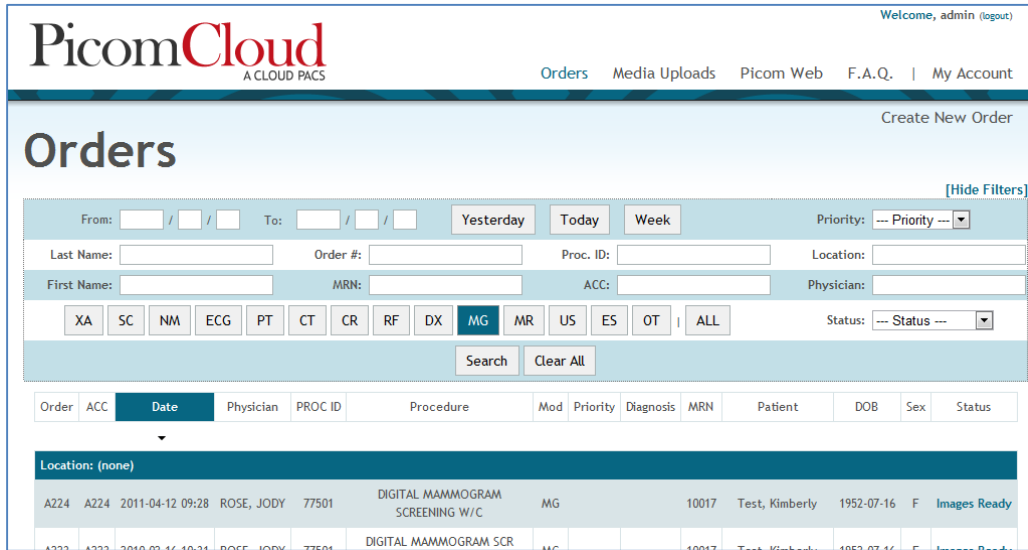
New Order Entry

Orders can be manually created by clicking on the 'Create New Order' button along the top. Note: When PicomCloud is deployed as a private cloud, orders can also be populated via HL7.

Viewing Images

Clicking the "Studies" link in the main navigation will re-direct you to PicomWeb. PicomWeb is a zero-footprint web-based study viewer.

NOTE: If you are a reading physician you will want to use the Picom Dashboard thin-client to view your studies, as this includes the professional viewers needed for diagnostic work.

Accessibility to Studies

The studies that are visible to any one "Team Member" are dictated by the *source* field. In order for a Team Member to see a study, the study's source field (see "Uploading an Image" section) must match the source field given to that Team Member when "Adding a New Member" (see "My Team" section).

If you are the owner of the PicomCloud account, you will be able to see all the studies uploaded by all team members.

IMPORTANT: If the source field is left blank during "Adding a New Member", that particular member will have access to all images uploaded by that team.

6   Installing and Viewing in Picom Dashboard

As a "Reading" physician in the PicomCloud, you have access to the Picom Dashboard thin-client worklist and diagnostic viewer. The Dashboard application includes:

- Status driven worklist

- Professional diagnostic viewing programs

- Reporting & distribution tools

Installing Dashboard application

A link to download Dashboard is included in every "Reading" physician's welcome email to PicomCloud. You may also find a link to the install file in the footer of the PicomCloud webpage, after logging in.

The link will take you to PicomOnline.com where the latest PicomClient installers are available. After logging into PicomOnline with your user account and password, go to the 'Account' tab and find the Picom Client installer under "My Installs".
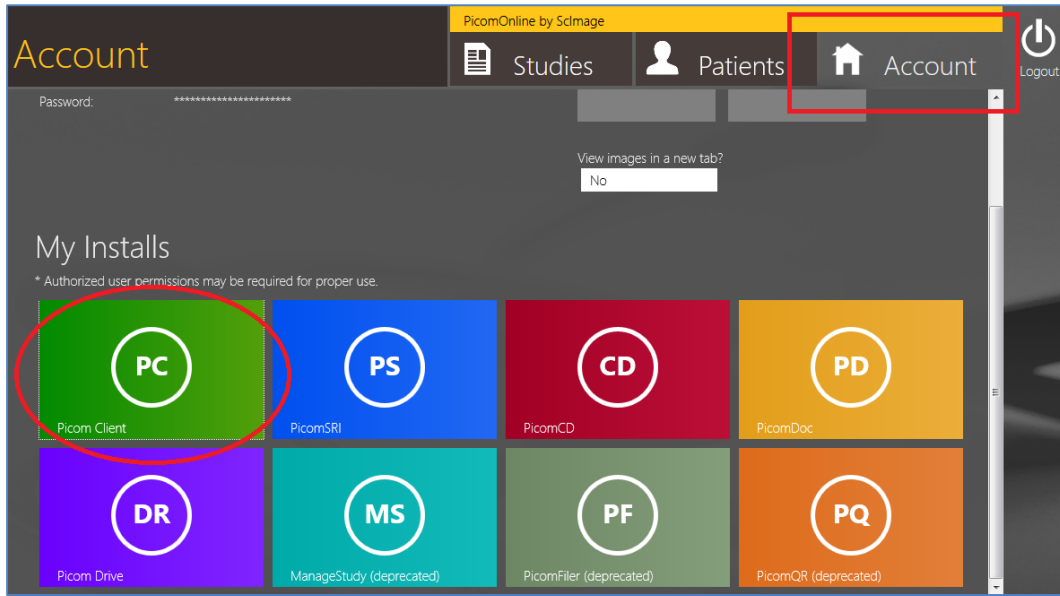
After agreeing to download and run the MSI installer file, follow the InstallShield to complete installation. Picom Dashboard application icon will appear on your Desktop. Double-click on it to log in. If do not see the icon on your Desktop, you can also find PicomDashboard.exe in the 'C:/Program Files/PicomViewer/' folder. If you have a 64-bit machine it will be in the 'C:/Program Files(x86)/PicomViewer/' folder.

Logging in to Dashboard

The following steps walk you through the log in procedure of Dashboard:

1. Launch Dashboard by double clicking the Dashboard icon

2. When you start Dashboard the first time, you will need to specify which PicomEnterprise server to connect to by click the little gear wheel in the lower right corner.

3. Enter the following information:
   a. Description: PicomOnline
   b. Host: www.picomonline.com
   c. Port: 796
   d. Login: Your assigned account ID (this was included in your Welcome Email)

4. Fill in the information and click "Save", and then click "Login" after entering your password.
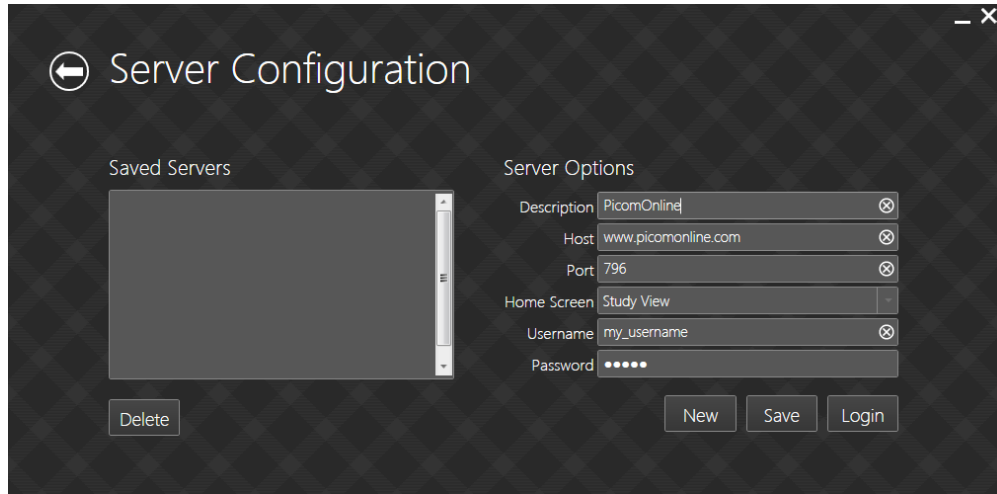
After a successful login, you will see the main Dashboard worklist.

- Use the query/search field to locate the study
- Double click on a study to launch the appropriate viewer
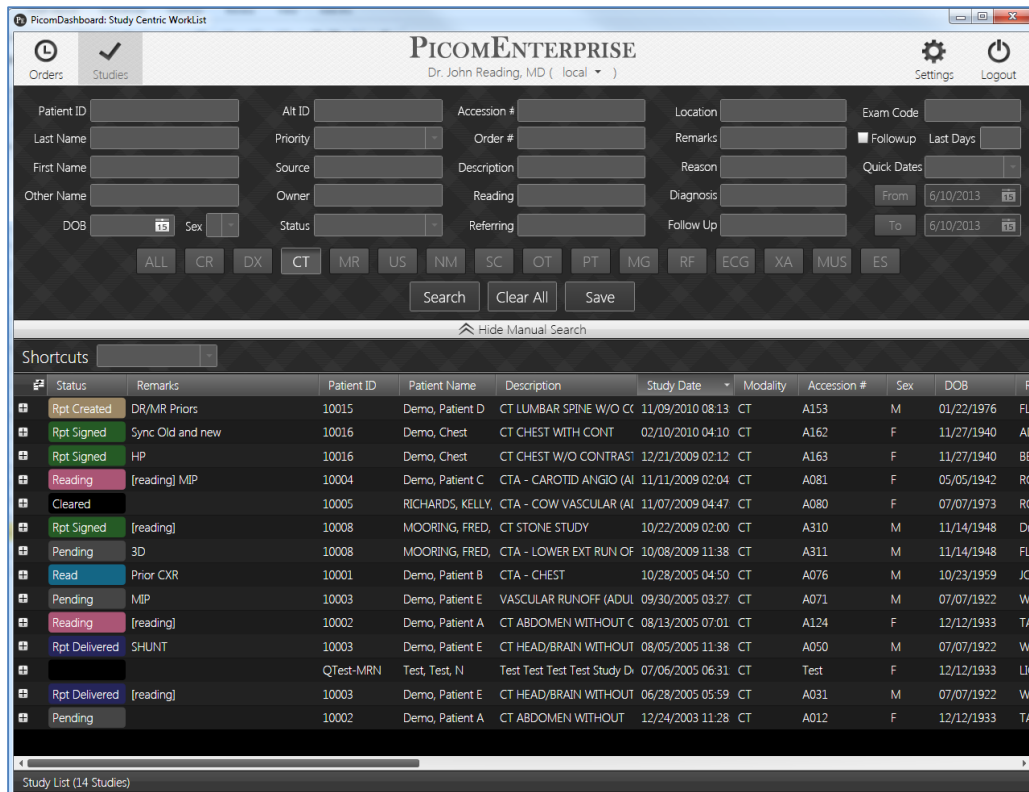
7 Technical Resources

Technical Resources

Download and Install Java .... http://java.com/en/download/manual.jsp
Verify Java Installation: .... http://java.com/en/download/help/testvm.xml
Steps to enable Java: .... http://www.picomcloud.com/EnableJava.aspx
Download Adobe Flash: .... http://get.adobe.com/flashplayer/
Download Adobe Acrobat Reader: .... http://get.adobe.com/reader/

ScImage Technical Support

Phone: 866-724-6243 (866-ScImage)
Email: .... techsupport@scimage.com

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PICOMCLOUD END-USER LICENSE AGREEMENT

1. LIMITED LICENSE
1.1. License Grant. SCIMAGE grants to Customer a personal, non-transferable (except as provided herein), non-exclusive, limited-scope license to use, in accordance with this Agreement, the SCIMAGE PicomOnline and / or PicomCloud software and any provided Third-Party Software (the SCIMAGE Software and Third-Party Software are collectively referred to herein as the "Software") and the related documentation provided by SCIMAGE ("Documentation"), as the Software and Documentation may be modified, revised and updated in accordance with this Agreement. In addition to Customer's other obligations under this Agreement, Customer's use of the Third-Party Software will be subject to any applicable license agreement(s), and Customer hereby agrees to be bound by such agreements. This license authorizes Customer to use the Software via means of web site access (the "Site").

1.2. Scope. Customer may use the Software and Documentation only in the ordinary course of its business operations and for its own business purposes. The Software will be used only at Customer's location(s) ("Designated Location(s)").

1.3. Data Security. Customer will maintain, in connection with the operation of the Software, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.

2. CONTENT. "Content" means all data, information, text, pictures, digital imagery and other content related to patients and other data provided by Customer previously to SCIMAGE.
2.1. Access to Content. Customer shall supply all Content and shall be responsible for the accuracy of such Content. If SCIMAGE becomes aware that any Content violates any law or regulation or infringes any intellectual property rights of a third party, SCIMAGE shall promptly notify Customer. In the event either party desires to remove or block access to any such Content, the parties shall attempt in good faith to resolve such issue. In the event the parties are unable to resolve such issue, SCIMAGE reserves the right to remove or block access to any such Content and/or terminate this Agreement upon reasonable notice. SCIMAGE makes no claims that the Content is appropriate or may be downloaded outside of the United States. Access to the Content may not be legal by certain persons or in certain countries. Customer acknowledges that authorized users accessing the Site from outside the United States do so at their own risk and are responsible for compliance with local law.

2.2. Condition & Ownership of Content. Any Content Customer provides to SCIMAGE or places on the Software in connection with this Agreement shall be in a condition and/or format that require no additional processing on the part of SCIMAGE. SCIMAGE shall make no effort and is under no obligation to validate that Content provided herein is correct or usable. SCIMAGE makes no claim of ownership to any Content stored by SCIMAGE on behalf of Customer on the Software.

2.3. Access by SCIMAGE and Return of Content. SCIMAGE shall allow access to Content by authorized SCIMAGE personnel and shall provide that access in accordance with SCIMAGE's policies and procedures then in effect. In the event that the relationship between Customer and SCIMAGE is terminated, upon Customer's written request within 30 days from the date of termination and at Customer expense, SCIMAGE shall return all Content to Customer on mutually agreeable media in an industry standard format generally practiced in medical imaging. At the earliest of thirty (30) days or when the Content has been provided to Customer, SCIMAGE shall have no obligation to maintain or provide any of the Content and shall thereafter, at its sole discretion, unless legally prohibited, delete all of the Content stored on PicomOnline and / or PicomCloud.

2.4. Use and Interpretation of Content. Customer assumes full responsibility and risk for the appropriate use of the Content. Nothing contained at the Site or in the Content is intended to be for medical diagnosis or treatment in lieu of consultation with appropriate medical personnel who can properly interpret the Content. SCIMAGE does not directly or indirectly practice medicine or dispense medical services and

therefore assumes no liability for the Content or for any diagnosis or treatment made in reliance thereon. Customer acknowledges that all physicians and other health care personnel (collectively "medical personnel") who are accessing the Site and reviewing the Content will conduct themselves in a manner consistent with all applicable laws and regulations for patient care and PHI. Customer agrees that all designated medical personnel performing any interpretation with the Content at the Site or otherwise must be responsible for and understand any limitations inherently related to Content data compression and Hardware including any visual display limits that may affect the quality of the Content being reviewed. Further, if the Content on the Site is to be used for primary interpretation, then Customer agrees that such interpretation will be performed by qualified medical personnel who have an understanding of the basic technology of telemedicine, its strengths, weaknesses and limitations, and who are properly trained in the use of telemedicine equipment. Customer shall implement sufficient internal practices and procedures for routinely insuring that medical personnel performing Content interpretation will be both knowledgeable and responsible for determining the adequacy and quality of the Content being reviewed.

2.5. Conditions of Content Processing & Archiving. Customer understands that the Software uses data compression to facilitate faster transmission and storage. As a material condition of this Agreement Customer agrees it shall implement sufficient internal practices and procedures for routinely insuring that Content transmitted by the Site back to Customers Designated Location will be periodically reviewed by knowledgeable and responsible medical personnel to ensure appropriate clinical image quality. Customer acknowledges that some Content may have a loss of information associated with image processing functions (filters) or image data compression (lossy compression) operations performed by the originator of the Content other than SCIMAGE. Content on the Site may be lossless as well as lossy compressed. The lossy compression used at the originating site may result in loss of Content quality once it is transmitted to SCIMAGE. Customer understands that it is Customer's responsibility to determine the tradeoff between compression ratio and diagnostic quality of the Content sent to SCIMAGE for archiving as SCIMAGE is acting as the mere repository for what it is requested to receive and/or archive. Customer agrees that it shall be fully responsible for determining the compression ratio and the overall quality of the Content being created that is to be subsequently retransmitted by SCIMAGE back to Customer and to authorized designees.

2.6. Licensees Representations, Warranties, Covenants, and Indemnification. Customer represents and warrants that (a) Customer is the owner, valid licensee, agent, or custodian of the Content, and has secured all necessary licenses, consents, authorizations and waivers for the use of the Content, including without limitation, all text, data, digital imagery and other information contained in all Content and there are no conflicting claim(s) with respect to Customer's rights thereto; (b) the use of the Content as contemplated herein shall not infringe the intellectual property rights (including trade secrets) of any party, or constitute defamation, invasion of privacy, breach of patient confidentiality, or the violation of any right of publicity or any other right of any party; (c) Customer has and will comply with all laws, rules and regulations regarding the Content; (d) Customer shall not use the Software to conduct any activity or solicit the performance of any illegal activity or other activity which infringes the rights of any patient, third party, or of SCIMAGE, and (e) Customer shall implement sufficient internal practices and procedures to routinely insure, confirm and audit on a "timely basis" that all Content uploaded to the Software has been successfully received by SCIMAGE. Timely basis for purposes of (e) above shall mean that Customer shall electronically notify SCIMAGE within 24 hours of any Content that Customers determines, for any reason, was not successfully received by SCIMAGE through the Software. Customer agrees to indemnify, defend and hold SCIMAGE and its Affiliates harmless from and against any and all costs, liabilities, losses and expenses, including, but not limited to, reasonable attorneys' fees resulting from or arising out of any claim, suit, action, or proceeding brought against SCIMAGE, and/or its Affiliates alleging: (i) any claim inconsistent with Customer's representations, warranties and covenants contained in this Agreement, including without limitation, those set forth in this 2.6 above and (i) any virus, worm, Trojan horse, or other contaminating or destructive feature contained in any of the Content or arising out of Customer's and/or its authorized designees' actions or omissions, and (ii) any claim alleging misuse, or abuse of the

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3.1. Performance. SCIMAGE warrants to Customer that the Software, as and when delivered to Customer by SCIMAGE and when properly used for the purpose and in the manner specifically authorized by this Agreement, will perform as described in the applicable Documentation in all material respects. SCIMAGE's only obligation under this warranty is to correct any failure to so perform in accordance with the applicable SCIMAGE warranty support service(s). Except to the extent that Customer's use of Third-Party Software will be subject to separate license agreements of such Third-Party Software, SCIMAGE hereby assigns to Customer all third-party warranties and indemnities with respect to Customer's use of such Third-Party Software, to the fullest extent SCIMAGE is permitted under applicable third-party license agreements.

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(b) procure for Customer the right to continue using the infringing part of the Software or Documentation; or

(c) remove all of the infringing part of the Software or Documentation, and refund to Customer the corresponding portion of the initial license fee paid by Customer to SCIMAGE under the Customer Sales Agreement with respect to the applicable Software as depreciated on a straight-line three (3) year basis, in which case this Agreement will terminate with respect to the Software or part thereof removed.

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3.4. Disclaimer. EXCEPT AS EXPRESSLY STATED IN SECTIONS 3.1 AND 3.2 OF THIS AGREEMENT, THE SOFTWARE AND DOCUMENTATION IS PROVIDED "AS IS." WITH RESPECT TO THE SOFTWARE, DOCUMENTATION, THE SERVICES PROVIDED UNDER THIS AGREEMENT OR ANY OTHER MATTER PERTAINING TO THIS AGREEMENT AND EXCEPT AS EXPRESSLY STATED IN SECTIONS 3.1 AND 3.2 OF THIS AGREEMENT, NEITHER SCIMAGE NOR ANY VENDORS OF THE THIRD-PARTY SOFTWARE MAKE ANY REPRESENTATIONS OR WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, QUALITY OF INFORMATION, QUIET ENJOYMENT OR INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INTERFERENCE, OR NON-INFRINGEMENT. SCIMAGE MAKES NO REPRESENTATIONS OR WARRANTIES, NOR WILL SCIMAGE HAVE ANY LIABILITY WITH RESPECT TO, THE SPECIFIED CONFIGURATION, THE HARDWARE, ANY THIRD-PARTY SOFTWARE OR ANY OTHER THIRD-PARTY SOFTWARE, PRODUCTS OR SERVICES.

3.5. Limitations. EXCEPT FOR A THIRD-PARTY CLAIM UNDER SECTION 3.2, SCIMAGE'S TOTAL LIABILITY UNDER THIS AGREEMENT WILL UNDER NO CIRCUMSTANCES EXCEED THE INITIAL SOFTWARE LICENSE FEES ACTUALLY PAID BY CUSTOMER TO SCIMAGE. NOR SHALL SCIMAGE BE LIABLE FOR THE COSTS OF PROCUREMENT OF SUBSTITUTE SOFTWARE OR SERVICES.

3.6. Consequential Damage Exclusion. UNDER NO CIRCUMSTANCES WILL SCIMAGE OR ANY VENDOR OF THIRD-PARTY SOFTWARE (OR ANY AFFILIATES PROVIDING SOFTWARE OR SERVICES UNDER THIS AGREEMENT) BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR LOST REVENUES, LOST PROFITS, LOSS OF BUSINESS, LOSS OF GOODWILL, LOSS OF DATA OR SOFTWARE, WORK STOPPAGE OR IMPAIRMENT OF OTHER GOODS OR DELIVERY OF SERVICES, OR ANY INCIDENTAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING SUCH DAMAGES ARISING FROM ANY BREACH OF THIS AGREEMENT OR ANY TERMINATION OF THIS AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE AND WHETHER OR NOT FORESEEABLE, EVEN IF SCIMAGE HAS BEEN ADVISED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

3.7. Other Limitations. The warranties made by SCIMAGE in this Agreement, and the obligations of SCIMAGE under this Agreement, run only to Customer and not to its Affiliates, its patients or any other Persons. Under no circumstances will any Affiliate or customer of Customer or any other Person be considered a third-party beneficiary of this Agreement or otherwise entitled to any rights or remedies under this Agreement, even if such Affiliates, customers or other Persons are provided access to the Software or data maintained in the Software via the Internet or other networked environment. Customer will have no rights or remedies against SCIMAGE except as specifically provided in this Agreement. No action or claim of any type relating to this Agreement may be brought or made by Customer more than one (1) year after Customer first has knowledge of the basis for the action or claim.

4. CONFIDENTIALITY AND OWNERSHIP

4.1. SCIMAGE's Proprietary Items, Ownership Rights. The Proprietary Items are trade secrets and proprietary property of SCIMAGE or, with respect to the Third-Party Software, the respective vendors of such Third-Party Software, having great commercial value to SCIMAGE or such vendors. All Proprietary Items provided to Customer under this Agreement are being provided on a strictly confidential and limited use basis. Customer will not, directly or indirectly, communicate, publish, display, loan, give or otherwise disclose any Proprietary Item to any Person, or permit any Person to have access to or possession of any Proprietary Item. Title to all Proprietary Items and all related patent, copyright, trademark, trade secret, intellectual property and other ownership rights will be and remain exclusively with SCIMAGE or applicable third-party vendors, even with respect to such items that were created by SCIMAGE specifically for or on behalf of Customer. This Agreement is not an agreement of sale, and no title, patent, copyright, trademark, trade secret, intellectual property or other ownership rights to any Proprietary Items are transferred to Customer by virtue of this Agreement. All copies of Proprietary Items

in Customer's possession will remain the exclusive property of SCIMAGE and will be deemed to be on loan to Customer during the term of this Agreement.

4.2. Use Restrictions. Customer will not do, attempt to do, nor permit any other Person to do, any of the following:

(a) use any Proprietary Item for any purpose, at any location or in any manner not specifically authorized by this Agreement;

(b) make or retain any Copy of any Proprietary Item except as specifically authorized by this Agreement;

(c) create or recreate the source code for the Software, or re-engineer, reverse engineer, decompile or disassemble the Software;

(d) modify, adapt, translate or create derivative works based upon the Software or Documentation, or combine or merge any part of the Software or Documentation with or into any other software or documentation;

(e) refer to or otherwise use any Proprietary Item as part of any effort either (i) to develop a program having any functional attributes, visual expressions or other features similar to those of the Software or (ii) to compete with SCIMAGE;

(f) remove, erase or tamper with any copyright or other proprietary notice printed or stamped on, affixed to, or encoded or recorded in any Proprietary Item, or fail to preserve all copyright and other proprietary notices in any Copy of any Proprietary Item made by Customer;

(g) sell, market, license, sublicense, distribute or otherwise grant to any Person, including any outsourcer, vendor, consultant or partner, any right to use any Proprietary Item, whether on Customer's behalf or otherwise; or

(h) use the Software to conduct any type of service bureau or time-sharing operation or to provide remote processing, network processing, network telecommunications or similar services to any Person, whether on a fee basis or otherwise.

4.3. Notice and Remedy of Breaches. Each party will promptly give written notice to the other of any actual or suspected breach by it of any of the provisions of this Section 3, whether or not intentional, and the breaching party will, at its expense, take all steps reasonably requested by the other party to prevent or remedy the breach.

4.4. Enforcement. Each party acknowledges that the restrictions in this Agreement are reasonable and necessary to protect the other's legitimate business interests. Each party acknowledges that any breach of any of the provisions of this Section 3 will result in irreparable injury to the other for which money damages could not adequately compensate. If there is a breach, then the injured party will be entitled, in addition to all other rights and remedies which it may have at law or in equity, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all Persons involved from continuing the breach. The existence of any claim or cause of action that a party or any other Person may have against the other party will not constitute a defense or bar to the enforcement of any of the provisions of this Section 3.

5. TERMINATION

5.1. Termination by Customer. Customer may immediately terminate this Agreement, by giving written notice of termination to SCIMAGE, upon the occurrence of any of the following events:

(a) SCIMAGE breaches any of its material obligations under this Agreement and does not cure the breach within thirty (30) days (provided that the breach is susceptible to cure) after Customer gives written notice to SCIMAGE describing the breach in reasonable detail;

(b) The PicomCloud End-User License Agreement is terminated; or

(c) SCIMAGE dissolves or liquidates or otherwise discontinues all or a significant part of its business operations.

5.2. Termination by SCIMAGE. SCIMAGE may immediately terminate this Agreement, by giving written notice of termination to Customer, upon the occurrence of any of the following events:

(a) Customer breaches any of its material obligations under this Agreement, the Customer Sales Agreement or any other agreement with SCIMAGE and does not cure the breach within thirty (30) days (provided that the breach is susceptible to cure) after SCIMAGE gives written notice to Customer describing the breach in reasonable detail;

(b) The PicomCloud End-User License Agreement is terminated; or

(c) Customer dissolves or liquidates or otherwise discontinues all or a significant part of its business operations.

5.3. Effect of Termination. Upon a termination of this Agreement, whether under this Section 5 or otherwise, Customer will: (a) discontinue all use of all affected Software and Documentation, (b) promptly return to SCIMAGE all copies of the Software and Documentation and all other Proprietary Items then in Customer's possession and (c) give written notice to SCIMAGE certifying that all copies of the Software and Documentation have been permanently deleted from its computers. Customer will remain liable for all payments due to SCIMAGE with respect to the period ending on the date of termination. SCIMAGE shall be relieved of any obligations to provide software, services (except for return of content services elected by Customer in accordance with Section 2.3) or make any shipments of hardware and may cancel all outstanding orders, regardless of previous acceptance by SCIMAGE of such order; (ii) Customer shall promptly pay all amounts accrued or otherwise owing to SCIMAGE as of the effective date of such termination or expiration; (iii) all outstanding invoices to Customer and other amounts due to SCIMAGE from Customer shall become immediately due and payable; and (iv) SCIMAGE shall have no liability to Customer or any Third Party due to termination or expiration of this Agreement. The provisions of Sections 2 (except 2.1), 3, and 4.3 will survive any termination of this Agreement, whether under this Section 4 or otherwise.

6. OTHER PROVISIONS

6.1. Parties in Interest. This Agreement will bind, benefit and be enforceable by and against SCIMAGE and Customer and, to the extent permitted hereby, their respective successors and assigns. Customer will not assign this Agreement or any of its rights hereunder, nor delegate any of its obligations hereunder, without SCIMAGE's prior written consent, except that such consent will not be required in the case of an assignment to (i) a purchaser of or successor to substantially all of Customer's business (unless such purchaser or successor is a software, data processing or computer services vendor that is a competitor of SCIMAGE or any of its Affiliates) or (ii) an Affiliate of Customer, provided that the scope of the license granted under this Agreement does not change and Customer guarantees the obligations of the assignee. Any assignment by Customer in breach of this Section will be void. Any express assignment of this Agreement, any change in control of Customer, any acquisition of additional business by Customer (by asset acquisition, merger or otherwise by operation of law) and any assignment by merger or otherwise by operation of law, will constitute an assignment of this Agreement by Customer for purposes of this Section

6.2. Export Laws; Restricted Rights. Customer will comply with all applicable United States export laws and regulations. Customer will not export or re-export directly or indirectly (including via remote access) any part of the Software or any Proprietary Items or Confidential Information to any jurisdiction outside the United States. If Customer is an agency of the U.S. Government, the Software is provided with "Restricted Rights" and that its use, duplication or disclosure is governed by DFARS 252.227-7103 (c)(1)(ii) or FAR 52.227-19m, as applicable.

6.3. Governing Agreement. THIS AGREEMENT IS SUBJECT TO ALL OF THE PROVISIONS OF THE CUSTOMER SALES AGREEMENT, INCLUDING WITHOUT LIMITATION THE PAYMENT OBLIGATIONS, ACCEPTANCE TERMS, CUSTOMER OBLIGATIONS, LIABILITY EXCLUSIONS AND LIMITATIONS, GOVERNING LAW AND JURISDICTION, AND ALL OTHER TERMS AND CONDITIONS SET FORTH IN THE CUSTOMER SALES AGREEMENT. THE CUSTOMER SALES AGREEMENT WILL BE DEEMED TO MODIFY, AMEND, SUPERSEDE AND CONTROL THIS AGREEMENT TO THE EXTENT ANY PROVISION OF THE CUSTOMER SALES AGREEMENT IS INCONSISTENT OR IN CONFLICT WITH ANY PROVISION OF THIS AGREEMENT.

7. FEES; PAYMENT TERMS; SUSPENSION OF SERVICES

7.1. Fees. Customer agrees to pay all amounts due, including any late payment fees, as are specified in an online fee table, schedule, signed quotation or in an invoice (collectively, "Fees"). All Fees are quoted in United States currency. Customer will provide SCIMAGE with valid and updated credit card information or with a valid Purchase Order or alternative document reasonably acceptable to SCIMAGE. If Customer provides SCIMAGE credit card information, Customer authorizes SCIMAGE to charge such credit card for all Services selected for the initial term and any renewal term(s). Such charges shall be made as due, either monthly or in accordance with any different billing frequency mutually agreed upon by both parties in written format. If the payment will be made via a method other than credit card (e.g., Purchase Order), SCIMAGE will invoice Customer in accordance with the relevant terms of the Agreement. Except as otherwise provided in this Agreement, Fees are non-refundable. Any charges incurred by SCIMAGE as a result of changes to an order, cancellations or returns by Customer will be paid by Customer. If any authority imposes a duty, tax or similar amount (other than based on SCIMAGE's net income), Customer agrees to pay, or to promptly reimburse SCIMAGE for, all such amounts. SCIMAGE reserves the right to suspend any or all services until overdue accounts are paid in full.

7.2. Fee Modifications. SCIMAGE reserves the right to modify the Fees by providing written notice to Customer. If Customer does not object in writing to the Fee modification within ninety (90) days of receipt of notice from SCIMAGE, such fee modification shall be deemed to be accepted by Customer. If Customer does object in writing to the Fee modification within (90) days of receipt of notice from SCIMAGE, Customer shall have the right to terminate this Agreement upon thirty (30) days prior written notice to SCIMAGE.

7.3. Payment Terms. The following payment terms shall be applicable with respect to all amounts payable to SCIMAGE pursuant to this Agreement:

a) If elected by Customer, SCIMAGE shall charge Customer's credit card on file for all Fees or if Customer does not have a valid credit card on file, SCIMAGE shall invoice Customer for the payment of Fees. All such amounts shall be due and payable within thirty (30) days after Customer's receipt of an invoice therefor.

b) Late payments are subject to an interest charge, which is the lower of: (i) 1.5% of the outstanding balance per month, or (ii) the maximum legal rate. If any unpaid amounts are referred to collection, Customer shall reimburse SCIMAGE for all costs and expenses of collection, including all reasonable attorneys' fees incurred therefor.

7.4. Suspension of Services. If any amount owing by Customer under this or any other agreement for SCIMAGE services is 30 or more days overdue (or 10 or more days overdue in the case of amounts Customer has authorized SCIMAGE to charge to Customer's credit card), SCIMAGE may, without limiting SCIMAGE's other rights and remedies, accelerate Customer's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend SCIMAGE services to Customer until such amounts are paid in full.

7.5. Credit Card Purchase Terms. The following additional terms are in effect for any purchase made by Customers using credit cards for payment. In the event of conflict between the Credit Card Purchase Terms and other provisions of these Terms, the Credit Card Purchase Terms shall control for credit card purchases. THERE IS NO WAIVER TO THESE TERMS FOR CREDIT CARD PURCHASES.

(a) **Holder:** The term "credit card holder" as used under these Terms is defined as the person or entity in whose name the credit card was issued by the bank or financial institution that appears on the credit card. When Customer completes a purchase from SCIMAGE using a credit card for payment, they agree to be bound by these Terms. Customer acknowledges they are the credit card holder authorized to make the purchase using the credit card.

(b) ALL SALES ARE FINAL. THERE ARE NO RETURNS, REFUNDS, OR CANCELLATIONS ACCEPTED.

(c) **Chargeback Policy:** "Chargebacks" are the reversal of a credit/debit card purchases made by Customer. Customer acknowledges they understand SCIMAGE's no return policy on credit card purchases. Customer agrees that in accordance with the no return policy they will not initiate chargeback proceedings with their card issuer for purchases made from SCIMAGE.

(d) SCIMAGE does not condone or tolerate credit card fraud. SCIMAGE reserves the right to pursue all avenues available to defend its interest including prosecution the fullest extend allowed under the law. In the event Customer initiates a chargeback with SCIMAGE, SCIMAGE may initiate legal proceedings, civilly or criminally, against Customer to recover damages as provided herein.

(e) Customer agrees that if they file a chargeback with their credit card company, in regards to purchases made from SCIMAGE, Customer agrees to reimburse ScImage for all costs and expenses including cost of the services and for any expenses, including cost of suit and legal fees, incurred by SCIMAGE due to Customer's actions.

(f) Customer further agrees if they initiate a chargeback on a valid, authorized purchase, Customer authorizes SCIMAGE to recover the amount of the chargeback and any fees referenced above by any means SCIMAGE deems necessary, including but not limited to re-charging their credit card for the chargeback.

8. PRIVACY NOTICE
8.1. SCIMAGE's Commitment to Privacy. Your privacy is important to us and we are committed to protecting your information as well as your patients'. To better protect your privacy we provide this notice explaining our online information practices and the choices you can make about the way your information is collected and used.
8.2. This notice applies to all information collected or submitted on PicomOnline or PicomCloud. We typically collect the following personal information:
(a) Name
(b) Title
(c) Email Address
(d) Phone Number
(e) Medical Facility Name
(f) Address of Medical Facility
8.3. How We Use This Information. We use the information you provide to contact you in order to provide you with information on SCIMAGE products and services. This information is also used to initially determine your needs and the manner in which SCIMAGE can provide solutions that make sense for your workflow. SCIMAGE does not sell or share this information with outside parties.
8.4. Our Commitment to Data Security/HIPAA. To prevent unauthorized access to patient data, maintain data accuracy and ensure the correct use of patient information, we have put into place appropriate physical, electronic and managerial procedures in accordance with the HIPAA Security Rule in compliance with the administrative, physical and technical safeguards of 45 CFR 164.308, 164.310 and 164.312. These procedures are also compliant with applicable HIPAA Privacy Rule requirements set out in 45 CFR Section 164.504(e) and HITECH electronic health record privacy requirements and notification of breach rules.
8.5. How to Contact Us: In the event you have questions or concerns about our privacy policies, please call us at 1-866-SCIMAGE (1-866-724-6243) or send us an email at information@scimage.com.