

SECONDREADAI™ OFFERING TERMS AND CONDITIONS

These SecondReadAI™ Offering Terms and Conditions ("Terms and Conditions") are part of, and subject to the terms of, any Quotation between Customer and the Lunit entity identified on such Quotation ("Vendor") that references these terms (the "Quotation"). Capitalized terms used but not defined in these Terms and Conditions will have the meaning assigned to them in the Quotation.

1. Customer agrees during the Term to offer the SecondReadAI™ Offering at an out-of-pocket fee (the "Patient Exam Fee") to each patient scheduling a mammography screening exam (each an "Exam") at the Customer locations specified in Appendix 1 to the Quotation (each a "Customer Location"). Customer may add additional locations to Appendix 1 upon written notice to Vendor which shall specify (1) each location name and city; and (2) the requested timeframe for installation. Customer shall not use the SecondReadAI™ Offering or any part thereof in connection with an Exam for any patient who does not pay the Patient Exam Fee.
2. Customer shall pay Vendor an initial set-up fee per Customer Location as specified in Appendix 1 to the Quotation ("Set-Up Fees"). The Set-Up Fees are payable upon the Quotation Effective Date. In Vendor's sole discretion, Vendor may invoice Customer for Set-Up Fees for additional Customer Locations added to Appendix 1 after the Quotation Effective Date.
3. Customer shall pay Vendor a fee per Exam in accordance with the pricing specified in the Quotation ("Program Fees"). Customer shall provide Vendor with a written report of the number of Exams and the Patient Exam Fee for each Exam using the SecondReadAI™ Offering performed during each calendar month within three (3) business days of the last day thereof.
4. If Customer's written report is not received within three (3) business days of the last day of each calendar month, Vendor will invoice Customer an estimate of the Program Fees based on the Platform Support Fee, as defined below, or Customer's most recent monthly written report, whichever is greater. If the actual Program Fees based on Customer's subsequent written report exceed the estimated amount previously invoiced, such additional amount shall be included in the following invoice.
5. Vendor will invoice Customer the Program Fees on a calendar quarterly basis payable by Customer within thirty (30) days after the date of the invoice, commencing with the last day of the first (full or partial) calendar quarter following the Services Start Date. Upon Vendor's request, Customer shall provide Vendor with additional documentation and other information with respect to Exams performed and Patient Exam Fees received by Customer as may be reasonably requested by Vendor to verify accuracy and compliance with the terms of the Quotation and these Terms and Conditions. In the event such review determines that Customer has not paid all Program Fees payable in accordance with the terms hereof, Vendor will notify Customer in writing and Customer will pay such Program Fees within thirty (30) business days.
6. Any Professional Services provided in connection with the Quotation will be performed remotely and must be used within twelve (12) months of the Services Start Date, after which unused Professional Services hours shall be forfeited and will not be refunded or otherwise exchanged for credit. Customer agrees that Professional Services in excess of the number of hours specified in the Quotation will be performed by Vendor on a time and material basis and will be invoiced the actual hours worked by Vendor's assigned resources monthly in arrears at a blended rate of \$350 per hour. All invoices are payable within thirty (30) days of the date of invoice.
7. For the first twelve (12) months of the Initial Subscription Term, Vendor and Customer will conduct quarterly business reviews to assess adoption trends, share best practices and benchmarking insights, and identify opportunities for improvement.
8. If within six (6) months from the Quotation Effective Date (a) Customer fails to implement the SecondReadAI™ program, or (b) the average SecondReadAI™ adoption rate does not meet or exceed five percent (5%) of the expected annual volume of eligible mammography exams listed in the Quotation ("Activation"), Vendor reserves the right in its sole discretion to invoice Customer a monthly platform support fee to cover ongoing maintenance, account management, and support costs (the "Platform Support Fee"). The Platform Support Fee shall be equal to five percent (5%) of the expected annual volume of eligible mammography exams per month, and shall increase to ten percent (10%) of the expected annual volume of eligible mammography exams per month if Activation has not been achieved within twelve (12) months of the Quotation Effective Date. Notwithstanding the foregoing, Vendor shall not invoice Customer the Platform Support Fee if Customer's failure to implement SecondReadAI™ is due to delay by Vendor. Upon Activation, no further Platform Support Fees shall accrue, but any previously accrued Platform Support Fees shall remain due and payable.