

Contract for the Provision of Educational Software

This Contract ("Agreement") is entered into as of March 21st, 2023, by and between China Medical University, Taichung, Taiwan, with its principal place of business at No. 100, Section 1, Jingmao Road, Beitun District, Taichung City, 406040, ("School") and Galileo CDS Inc., a Delaware corporation with its principal place of business at 2822 B, Wooldridge Dr, Austin, TX 78703, ("Company" or "Galileo"). China Medical University and Galileo CDS Inc. may each be referred to as a "Party" or collectively as the "Parties" throughout this Agreement.

WHEREAS, the School desires to use certain educational software products and services offered by the Company to enhance its educational curriculum and training programs; and

WHEREAS, the Company is willing to provide the School with access to such products and services on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Software and Services.

1.1. Access:

Subject to School's strict compliance with this Agreement, Galileo hereby grants to School a non-exclusive, revocable, limited, non-sublicensable, non-transferable license solely to access and use the Galileo Platform, for the following purposes:

- a) solely for the purpose of training and education of medical practitioners;

1.2. Restrictions.

School will not, and will not permit any of its Personnel, Users, Residents, Students, or any Third Party to:

- a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or processes or methods of the Galileo Materials;
- b) download any of the images provided by the Galileo Platform;
- c) attempt to identify, or contact, any of the persons associated with the medical images and medical data presented by the Galileo Platform;
- d) modify, translate, or create derivative works based on the Galileo Materials;
- e) use the Galileo Materials other than in accordance with any Agreement between School and Galileo and in compliance with all applicable laws and regulations;
- f) run or use any processes that run or are activated while User is not logged on to the Galileo Materials or that "crawl," "scrape," or "spider" the Galileo Materials;
- g) use the Galileo Materials in any manner that:
 - is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable (including without

limitation, accessing any computer, computer system, network, Software, or Data without authorization, breaching the security of another user or system, or attempting to circumvent any user authentication or security process);

- impersonates any person or entity, including without limitation any Personnel of Galileo;
- introduces a virus, Trojan horse, worm, time bomb, unsolicited bulk, commercial, or “spam” message, malware, or other harmful computer code, file, or program (including without limitation, password guessing programs, decoders, password gatherers, keystroke loggers, cracking tools, packet sniffers, or encryption circumvention programs);

Any such forbidden use of any of the Software and Services in violation of this Section 1.2 will result in the automatic termination of your license to use the Software and Services.

1.3. Intended User.

School agrees to use the Software and Services only in a manner consistent with its professional, ethical, regulatory, statutory and other legal requirements.

1.4. Not a Substitute for Medical Judgment.

The Software and Services are not to be used as a substitute for medical judgment, advice, diagnosis or treatment of any health condition or problem. No statements made in the Software and Services have been evaluated by the Food and Drug Administration.

The content on the Galileo Platform is provided for educational purposes only and is provided for use by medical professionals. It should not be used for self-diagnosis or self-treatment. It is not intended as, nor should it be, a substitute for independent professional medical care. We recommend that you consult your own physician regarding any diagnosis, imaging interpretation or course of treatment.

Galileo does not guarantee the accuracy of the information provided, nor does it assume any legal liability or responsibility for the accuracy, currency or completeness of the information.

Medical professionals must make their own independent assessment before suggesting a diagnosis or recommending or instituting a course of treatment. The Galileo Platform should not in any way be seen as a replacement for consultation with colleagues or other sources, nor as a substitute for conventional training and study.

If any School’s personnel are not medically qualified and are registering as a layperson, School further acknowledges that the content on the Galileo Platform is provided for educational purposes only, and is provided for use by medical professionals. Users agree to use the information solely for their own private educational purposes and further agree not to rely on the information in any way.

1.5. Updates.

Galileo may update this Agreement from time to time by providing notice to the User.

1.6. Ownership and Reservation of Rights

The Software and Services, including, but not limited to, any images, photographs, animations, video, audio, music, and text incorporated thereon and therein, and the user documentation, are proprietary to Galileo, or one or more of its licensors, and are protected by law, including without limitation, under United States copyright laws and international treaty provisions. Except for the rights explicitly granted to School in this Agreement or in a current License and Development Agreement between School and Galileo, all right, title and interest in the Software and Services are reserved and retained by Galileo, and Galileo does not transfer to School any right, title or interest in the Software and Services, any element thereof or content made available thereon. School does not acquire any ownership rights in the Software and Services as a result of using it or agreeing to this Agreement.

1.7. Trademarks

Galileo and all related logos are trademarks of Galileo. No right, title, license, or interest to any such trademark is granted hereunder, and School agree that no such right, title, license, or interest shall be asserted by School with respect to any such trademark. School shall not use Galileo's or its licensors' names or marks or employee names, or adaptations thereof, in any advertising, promotional or sales literature without Galileo's prior written consent.

1.8. Collection and Use of Information

School acknowledges and agrees that Galileo may, directly or indirectly through the services of third parties, collect and store information regarding use of the Software and Services and about equipment through which the Software and Services are accessed and used. School agrees that Galileo may use such information for any purpose related to any use of the Software and Services by School or on School equipment, including but not limited to:

- (i) improving the performance of the Software and Services or developing updates; and
- (ii) verifying School's compliance with this Agreement and enforcing Galileo's rights, including all intellectual property rights in and to the Software and Services.

1.9. Termination

School may terminate this Agreement by ceasing to use the Software and Services. Galileo may immediately terminate this Agreement without notice if School breaches any provision of this Agreement. Upon termination of this Agreement, the license granted in this Agreement shall also terminate, and School shall cease using the Software and Services and the associated documentation. Sections 1.2, 1.3, 1.4, 1.6, 1.7, 1.10, 1.11, 1.12, 1.13, 1.14, 1.15 and 1.16 will survive termination.

1.10. Disclaimer of Warranty

THE GALILEO PLATFORM IS LICENSED "AS-IS" AND WITH ALL FAULTS AND DEFECTS, AND SCHOOL BEARS THE SOLE RISK AND RESPONSIBILITY OF USING IT. GALILEO GIVES OR MAKES NO WARRANTIES, GUARANTEES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES FOR INFORMATION, DATA OR CONTENT MAINTENANCE OR STORAGE, UPTIME OR UNINTERRUPTED ACCESS, OR ANY WARRANTY OF ACCURACY, CORRECTNESS, PRECISION, TIMELINESS, THOROUGHNESS, COMPLETENESS, USE OR APPLICATION,

ADEQUACY AND SUITABILITY. SCHOOL MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER SCHOOL'S LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. HOWEVER, TO THE MAXIMUM EXTENT PERMITTED BY LAWS APPLICABLE TO SCHOOL IN ITS JURISDICTION, GALILEO AND ITS VENDORS, LICENSORS AND THIRD-PARTY PROVIDERS, EXPRESSLY EXCLUDE THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, THE LICENSOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE LICENSED SOFTWARE WILL ACHIEVE ANY INTENDED RESULTS OR BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, OR SYSTEMS.

1.11. Limitation On and Exclusion of Remedies and Damages

GALILEO'S AND ITS VENDORS' TOTAL CUMULATIVE LIABILITY TO SCHOOL OR ANY OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THESE TERMS OF USE SHALL NOT EXCEED THE FEES PAID TO GALILEO, IF ANY, FOR THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE THE CLAIM FIRST AROSE. IN NO EVENT SHALL GALILEO, NOR ANY OF ITS SUBSIDIARIES, DIVISIONS, AFFILIATES, AGENTS, REPRESENTATIVES, THIRD-PARTY PROVIDERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES OR LOST PROFITS, EVEN IF GALILEO OR THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO SCHOOL. THIS LIMITATION APPLIES TO ANYTHING RELATED TO THE GALILEO PLATFORM OR THIRD-PARTY PROGRAMS; AND CLAIMS FOR BREACH OF CONTRACT, BREACH OF WARRANTY, GUARANTEE OR CONDITION, STRICT LIABILITY, NEGLIGENCE, OR OTHER TORT TO THE EXTENT PERMITTED BY APPLICABLE LAW. IT ALSO APPLIES EVEN IF GALILEO KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF THE DAMAGES.

THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF SCHOOL'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

1.12. Notices

Any notice or communication permitted or required to Galileo will be in writing and will be addressed to the Parties as follows:

Galileo CDS Inc.

E-mail: education@galileocds.com

Attention: Abhijeet Pradhan

1.13. Assignments

School shall not assign or otherwise transfer any of your rights, or delegate or otherwise transfer any of your obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Galileo's prior written consent, which consent Galileo may give or withhold in its sole discretion. No delegation or other transfer will relieve School of any of your obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this section is void. Galileo may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without your consent. This Agreement are binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

1.14. No Third-Party Beneficiaries

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

1.15. Severability

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

1.16. No Waiver

The failure to require performance of any provision of this Agreement will not affect Galileo's right to require performance at any other time after that, nor will a waiver by Galileo of any breach or default of this Agreement, or any provision of this Agreement, be a waiver of any subsequent breach or default or a waiver of the provision itself.

1.17. Usage data

Usage Data includes general information about how School's users interact with the web pages and websites on the Platforms. This is collected using cookies (or similar technologies) placed by us and others - cookies are small pieces of data sent from a website and stored in a web browser, and which may assign an anonymous identifier to the user.

Usage Data includes:

- (a) pages user visited on our websites
- (b) how user came to the website
- (c) which particular buttons or links on the site user clicked
- (d) whether users have been to the site before
- (e) where users are located (city and country)

- (f) inferences that we draw from cookies placed on users browser

Galileo uses Usage Data to understand the online behavior of our users. In particular, using web analytics services on the Platforms enables us to measure, collect, analyze and report on Usage Data for the purposes of understanding and optimizing users' experiences on the Platforms. It also enables us to focus our marketing activities, which, in turn, help us to develop the Platforms.

Geographical location information contained in the Usage Data enables us to tailor your experience on the Platforms by displaying different content based on your location, such as local advertising offers, and content in your local language.

We may also use Usage Data for targeted advertising and remarketing (sometimes called retargeting) to better target ads to users. Retargeting uses cookies to identify users who visit a website showing a particular brand of goods or services and then targets advertisements of that brand to that user on other websites.

1.18. User communication

We use user Information for communicating with users in relation to the Galileo Platform, including contacting users in relation to learning, and notifying users of administrative matters, such as site outages, updates in functionality, changes to this privacy policy or alterations to the Terms of Use.

These communications occur either directly through our application or using third-party communication providers (e.g. Mailchimp, SurveyMonkey, Streak, etc).

1.19. Publicity and Promotion

Both Parties agree that they may communicate the existence of this agreement to third parties, subject to the following restrictions:

- (a) The use of the other Party's name, logo, and trademarks shall be limited to the purpose of identifying the other Party as a user, and shall not be used in any way that suggests an endorsement, affiliation, or partnership beyond the scope of this agreement.
- (b) Neither Party shall make any false or misleading statements about the other Party or the terms of this Agreement.
- (c) Either Party may revoke the other Party's permission to use its name, logo, or trademarks at any time upon written notice to the other Party.

2. Definitions

2.1. Definitions

For purposes of the Terms of Use, the following terms have the following meanings:

“Algorithm” means (a) an artificial intelligence model, algorithm, process, or technique, (b) any Software that embodies such model, algorithm, process, or technique, and (c) any Intellectual Property in the foregoing clauses (a) or (b).

“Galileo Materials” means the Galileo Educational Platform, Galileo Software, and Algorithms created by Galileo.

“Galileo Educational Platform” means Galileo’s software-as-a-service platform (including all updates, modifications and new releases) for training and educating medical professionals including residents and students in medical image reading and analysis.

“Galileo Software” means Galileo’s proprietary Software (including all updates, modifications and new releases) including the Galileo Educational Platform and Algorithms.

“Commercialize” or “Commercializing” means to sell, offer to sell, have sold, distribute, or license, in each case to a Third Party.

“Develop” or “Developing” means to access, store, use, modify, train, validate, obtain Regulatory Approvals for, create derivative works from, and track the quality or performance of, but not to Commercialize.

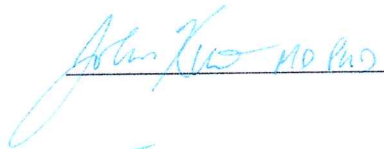
“Personnel” means a Party’s employee, faculty member, officer, director, consultant, legal advisor, technical advisor, business advisor, or representative.

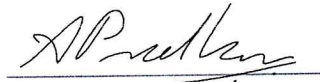
“Regulatory Approvals” means, with respect to a product in any country or jurisdiction, any approval, registration, license, or authorization from a Regulatory Authority in such country or other jurisdiction that is reasonably necessary to market and sell a product in such country or jurisdiction.

“Third Party” means any entity or individual other than Galileo or User or either of Galileo’s or School’s Personnel.

China Medical University

Galileo CDS Inc





By: JOHN S. KUO, MD PhD

By: ABHIJEET PRADHAN

Title: Vice President

Title: CEO

Date: April 12, 2023

Date: 13th APRIL 2023