TERMS OF SERVICE AGREEMENT

- **1. ACCEPTANCE OF TERMS.** By registering for or using the Prostate MRI Interpretation and Reporting service (the "Service") provided by Precision Prostate Consulting LLC ("PPC," "we," "us" or "our"), you ("you", "User", or "Client") agree to be bound by these Terms of Service ("Agreement"). If you do not agree, you must not register for or use the Service.
- **2. DESCRIPTION OF SERVICES.** PPC will provide to Client the following services (collectively, the "Services") in accordance with the scope and standards described on our website:

Prostate MRI Interpretation and Reporting

- **3. PAYMENT FOR SERVICES.** In exchange for the Services Client will pay compensation to PPC for the Services in the amount of \$259.00. This will be payable in a lump sum upon completion of the Services.
- **4. TERM.** This Agreement takes effect when you register or submit a study request and will terminate automatically upon completion by PPC of the Services required by this Agreement.
- **5. CONFIDENTIALITY.** PPC, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of PPC, or divulge, disclose, or communicate in any manner, any information that is proprietary to Client. Client understands and permits PPC to share the medical images with Bot Image, Inc. for the purpose of using its AI interpretation of the MRI data provided by the client. PPC and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Agreement.
- **6. RECORD RETENTION**. Upon termination of this Agreement, Client permits PPC to retain the anonymized medical images and Client point of contact indefinitely for future medical and legal reference.
- **7. WARRANTY.** PPC shall provide its services and meet its obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in PPC's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to PPC on similar projects.
- **8. REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.
- **9. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.
- **10. SEVERABILITY.** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

- **11. AMENDMENT.** This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.
- **12. GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of Florida.
- **13. NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
- **14. ASSIGNMENT.** Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.