



Edison

Terms of Use

PDM202



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Terms of Use

PERSPECTUM DIAGNOSTICS LTD: EDISON TERMS OF USE

These Terms of Use apply to your use of **Edison**, a browser-based service offered by Perspectum Diagnostics Ltd (“**we**” or “**us**”) to enable our clients to access our QAS Services (as defined below) remotely.

These Terms of Use are supplementary to our main agreement with you in relation to our provision of the QAS Services (the “**QAS Agreement**”), and relate only to your use of Edison to access the QAS Services. In the event of any conflict between these Terms of Use and provisions of the QAS Agreement, the provisions of the QAS Agreement shall prevail.

1. INTERPRETATION

1.1 In these terms the following words and phrases shall have the following meanings:

Affiliate: in relation to an entity, means any entity controlled by, controlling or under common control with that party (“control” having the meaning given in section 1124 of the Corporation Tax Act 2010);

Documentation: means any user documentation for Edison, Edison Services or QAS Services which we make available to you from time to time;

Edison: means Edison site, our cloud-based customer portal;

Edison Services: means making QAS Services available via its site in accordance with these Terms of Use;

Input Data: means the data inputted by you or your Users in using, or for the purposes of, Edison Services;

Privacy Policy: means our Privacy and Cookie Policy;

QAS Services: means our quantitative analysis services, as more fully described in the QAS Agreement;

Report: means, in relation to MRI data obtained and submitted to us as Input Data, the output of our analysis of that data delivered via the Edison Services;

Us or we: means Perspectum Diagnostics Ltd, a company incorporated and registered in the United Kingdom under number 08219473 with its registered office address at Beaver House, 23 - 38 Hythe Bridge St, Oxford OX1 2ET

User: means an employee, contractor or other individual authorised by you to access Edison Services and in relation to whom we have set up a user account; and

You: means the counterparty to the QAS Agreement to whom we provide the QAS Services.

1.2 A reference to any “person” is to any individual, company, partnership or other body corporate.

1.3 A reference to any law is a reference to it and any subordinate legislation made under it, in each case as

amended or re-enacted from time to time.

1.4 Phrases beginning with the words “includes”, “including”, “in particular”, “for example” and similar words shall be construed as illustrative and not exhaustive.

2. PROVISION OF EDISON SERVICES

2.1 We will provide Edison Services in accordance with these Terms of Use during any period during which you are entitled to receive the QAS Services.

2.2 In order to provide Edison Services, we will set up accounts in relation to your organisation and to each User we agree with you. Depending on the nature of QAS Services provided different Users may be provided with different levels of permission in relation to their use of Edison Services. For example, some Users will be permitted to submit Input Data to us but not to read or download Reports. Other Users may be permitted both to submit Input Data and read and download Reports, but only in relation to one specific project associated with your organisation’s account. You will maintain a written, up to date list of current Users and provide the list to us on our written request.

2.3 In order for us to provide Edison Services, you are responsible for:

- (a) ensuring that your systems and software meet any minimum or recommended requirements for the use of Edison Services as set out in the Documentation;
- (b) responding in full and promptly to us if we request any information, instruction or assistance;
- (c) procuring and maintaining your own network connections and telecommunications links from your systems to our data centres;
- (d) promptly informing of us any changes to your list of current Users (such as leavers or role changes) to allow us to revoke access for Users who no longer require access to the Edison Services.

2.4 You will ensure that each User will:

- (a) use Edison Services in accordance with the QAS Agreement, these Terms of Use and any applicable laws;
- (b) keep a secure password for his or her use of Edison Services and that each User will keep his or her password and login information confidential;
- (c) not allow any other person (including another User) to use his or her password, login or account; and
- (d) not attempt to circumvent any restrictions we have placed on the permissions granted to that User in connection with Edison Services.

2.5 You may request support in relation to your use of Edison Services, or report any error or defect in Edison or Edison Services, by contacting our helpdesk between the hours of 9.00am and 5.00pm Monday to Friday (excluding

bank and public holidays) at +44 1865 261457

2.6 If for any reason we are unable to provide Edison Services, and you are still entitled to receive the QAS Services under the QAS Agreement, then we will make alternative arrangements with you to continue to deliver the QAS Services by some means other than through Edison until such time as Edison Services may be resumed. You agree to co-operate with us fully in relation to the implementation of any alternative arrangement.

3. RESTRICTIONS ON USE

3.1 The provisions of this clause 3 are additional to, and will not limit, any restrictions on your use of the QAS Services or of the Reports set out in the QAS Agreement.

3.2 You may use Edison Services and any Reports solely for your internal business purposes, and for any wider purposes we have agreed with you in the QAS Agreement.

3.3 Without limiting clause 3.2, you may not:

(a) attempt to adapt, copy, modify, duplicate, create derivative works from, download or distribute Edison or any software underlying Edison Services or QAS Services;

(b) attempt to decompile, disassemble or reverse-engineer any software underlying Edison Services or QAS Services (except as permitted by law);

(c) use Edison Services, QAS Services or any Report (in each case in whole or in part) to provide services to third parties except as permitted under the QAS Agreement;

(d) licence, sell, rent, distribute, display, disclose, or otherwise commercially exploit Edison Services, QAS Services or any Report, nor make them available to any third party (in each case in whole or in part) except as permitted under the QAS Agreement;

(e) remove any copyright or other notices placed on the Documentation or any Report;

(f) access or use all or part of Edison Services, QAS Services or Reports in order to build a product or service which competes with Edison Services or QAS Services; nor

(g) attempt to obtain, or assist third parties in obtaining, access to Edison Services other than as permitted under this Agreement.

3.4 You will prevent any unauthorised access to, or use of, Edison Services and will promptly notify us of any unauthorised access or use.

3.5 We may suspend or terminate your access to Edison Services if you are in breach of these Terms of Use or the QAS Agreement.

4. INPUT DATA AND PERSONAL DATA

4.1 You warrant that all information, data and materials provided by you to us in connection with our delivery of and your use of Edison Services will be lawful, accurate and complete in all material respects.

4.2 Without limiting clause 4.1, you warrant that:

(a) the Input Data will not, unless specified otherwise in your QAS Agreement, contain any identifiable personal data relating to your patients or participants in any clinical study or trial from which those individuals are identifiable. You warrant that you will have removed all such identifying data prior to its submission as Input Data. You may attribute unique non-personal identifiers such as patient numbers to any such data which enable you, but not us, to associate that data and any Report based on it, with the relevant individual;

(b) if you provide use with any personal data relating to a third party, you have obtained that person's consent to the disclosure of that personal data to us, and to our using, storing and transferring it (1) within the EEA, USA, and Singapore, and (2) in accordance with the QAS Agreement, these Terms of Use, and our Privacy Policy.

4.3 We may use, store and transfer any personal data you may provide to us (1) within the EEA, USA, and Singapore, and (2) in accordance with the QAS Agreement, these Terms of Use, and our Privacy Policy. We will take appropriate technical and organisational measures against unauthorised or unlawful processing of such personal data and of the Input Data in general, and against their accidental loss, damage or destruction.

4.4 In providing Edison Services we, or any third-party hosting service provider appointed by us, will follow archiving procedures for Input Data and Reports in accordance with our or its back-up policy. If there is any loss or damage to any Input Data or Reports, your sole and exclusive remedy shall be for us to use reasonable endeavours to restore the lost or damaged Input Data or Reports from the latest back-up. We will not be liable for any loss, destruction, alteration or disclosure of any Input Data or Reports by you, any User, or any third party not acting on our behalf.

4.5 You are responsible for ensuring that you have as applicable downloaded and retained copies of all Input Data and Reports prior to the conclusion of Edison Services. We will continue to host the Input Data and Reports after the conclusion of Edison Services for a period of not less than six (6) months (or such longer period as we may have agreed with you in the QAS Agreement) and will, if requested during that period, provide you with reasonable assistance in exporting all Input Data and Reports in an agreed format and subject to your payment of such fee as we may agree with you.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 You acknowledge and agree that as between the parties to the QAS Agreement we and/or our licensors own all intellectual property rights in and related to the QAS Services, Edison Services, Edison and the Reports. Except as expressly stated in these Terms of Use or the QAS Agreement, nothing in either document shall operate to grant to you any rights in relation to the QAS Services, Edison Services, Edison or the Reports.

5.2 We do not require or solicit any suggestions for the improvement of our products and services. However, if you make any suggestions for the improvement of our products or services then you hereby grant to us a non-exclusive, royalty-free, perpetual, irrevocable licence (which shall be freely capable of sub-licence and/or transfer) under your

rights in relation to such suggestions or improvements to use and exploit them for any purposes whatsoever.

6. LIABILITY, INDEMNITY

6.1 You acknowledge that Edison Services are provided as a value-added service to enable you to more easily access and use the QAS Services, are merely supplementary to the QAS Services and are provided on an “as is” basis. To the fullest extent permissible by law, we hereby exclude from these Terms of Use all warranties in relation to Edison or Edison Services, including any warranty that Edison or Edison Services will be uninterrupted or free from defects, and all other warranties, conditions or terms which would otherwise be implied by statute, common law or otherwise. You agree that any warranty in the QAS Agreement which would otherwise apply to Edison or Edison Services is expressly disappplied to the fullest extent permissible by law.

6.2 You acknowledge that Edison Services are delivered over third party internet and communications networks and we will not be liable in relation to any delays, limitations or other problems inherent in such networks.

6.3 Without limiting clause 6.1, our liability to you under or in connection with these Terms of Use or their subject matter will in no circumstances:

(a) extend to any matter for which our liability is excluded under the QAS Agreement, or

(b) exceed any limitations of our liability set out in the QAS Agreement.

6.4 You shall indemnify us and our Affiliates, and keep us and them indemnified against, any losses, liabilities, damages or expenses suffered or incurred by us or them in connection with or as a result of your breach of any of clauses 2.4, 3 or 4.

7. GENERAL

7.1 A person who is not a party to the QAS Agreement shall not have any rights to enforce any of the provisions of these Terms of Use.

7.2 No delay by either party in enforcing its rights will limit or restrict the rights of that party

7.3 Neither party may assign, transfer, charge, sub-contract, or deal in any other way with any of its rights and obligations under these Terms of Use without the other’s prior written consent (such consent not unreasonably to be withheld).

7.4 No delay by either party in enforcing its rights will limit or restrict the rights of that party and no waiver of any such rights or of any breach of contract will be deemed to be a waiver of any other right or later breach.

7.5 These Terms of Use, together with the QAS Agreement (and any contractual documents referred to in these Terms of Use or the QAS Agreement), constitute the entire agreement between the parties in relation to their subject matter.

7.6 We may vary these Terms of Use from time to time by written notice to you. If you do not accept our revisions to these Terms of Use you will no longer be able to use Edison Services.

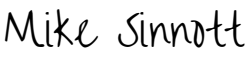

7.7 If any provision or part-provision of these Terms of Use is found by a court to be unlawful, unenforceable or void, that provision or part-provision shall be severed and the remainder of these Terms of Use shall remain in force.

7.8 These Terms of Use and any dispute or claim arising out of or in connection with them or their subject matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

Issue control

Issue	Paragraph	Details	Reason	Date/Initial
0.1	All	New document	First draft for review	21 Aug 18 NJ
1.0	All	Approval	Legal review	22 Aug 18 NJ
1.1	All	Updating	Legal review	4 July 2019 MS
2.0	All	Approval	Legal review	11 July 2019 MS

Approvals

Job Title	Signature
Legal Counsel	 M Sinnott (Jul 12, 2019)
Product Manager	 J Garratt (Jul 12, 2019)

Executed by Esign

1. Signed by: Michael Sinnott <mike.sinnott@perspectum-diagnostics.com>
Signed at: July 11, 2019, 2:19 p.m. BST

Mike Sinnott

2. Signed by: John Garratt <john.garratt@perspectum.com>
Signed at: July 12, 2019, 9:51 a.m. BST

John Garratt

Validation

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Document Information

Document

Title	Edison - Terms of Use - 04072019
ID	3b3d05a1-7d47-4dba-a41b-be41bd716000
Status	Signed
Sender	Michael Sinnott (mike.sinnott@perspectum-diagnostics.com)
Dept/business	Perspectum Diagnostics
Dept/business ID	perspectum-diagnostics
PDF Certified	True

Signers

Name	Authentication
Michael Sinnott (mike.sinnott@perspectum-diagnostics.com)	Email
John Garratt (john.garratt@perspectum.com)	Email

History

Event	User	IP address	Date/Time
Edison - Terms of Use - 04072019 created by Michael Sinnott	Michael Sinnott (mike.sinnott@perspectum-diagnostics.com)	62.252.201.242	Thu, 11 Jul 2019 13:19:41 +0000
Edison - Terms of Use - 04072019 visited by Michael Sinnott <mike.sinnott@perspectum-diagnostics.com>	Michael Sinnott (mike.sinnott@perspectum-diagnostics.com)	62.252.201.242	Thu, 11 Jul 2019 13:19:48 +0000
Edison - Terms of Use - 04072019 emailed to Michael Sinnott <mike.sinnott@perspectum-diagnostics.com>	Michael Sinnott (mike.sinnott@perspectum-diagnostics.com)		Thu, 11 Jul 2019 13:19:48 +0000
Edison - Terms of Use - 04072019 emailed to John Garratt <john.garratt@perspectum.com>	John Garratt (john.garratt@perspectum.com)		Thu, 11 Jul 2019 13:19:49 +0000
Ticked checkbox for statement: I confirm that I am authorised to accept the terms of this document, and that I am the intended recipient.	Michael Sinnott (mike.sinnott@perspectum-diagnostics.com)	62.252.201.242	Thu, 11 Jul 2019 13:19:59 +0000
Ticked checkbox for statement: I confirm that I have reviewed the document, and approve of its content, and that it is the legally binding equivalent of a handwritten signature.	Michael Sinnott (mike.sinnott@perspectum-diagnostics.com)	62.252.201.242	Thu, 11 Jul 2019 13:19:59 +0000
Signer offered option to accept or reject document	Michael Sinnott (mike.sinnott@perspectum-diagnostics.com)	62.252.201.242	Thu, 11 Jul 2019 13:19:59 +0000
Clicked button with text: By clicking this button I hereby ACCEPT the terms of this document	Michael Sinnott (mike.sinnott@perspectum-diagnostics.com)	62.252.201.242	Thu, 11 Jul 2019 13:19:59 +0000
Edison - Terms of Use - 04072019 signed by Michael Sinnott <mike.sinnott@perspectum-diagnostics.com>	Michael Sinnott (mike.sinnott@perspectum-diagnostics.com)	62.252.201.242	Thu, 11 Jul 2019 13:20:02 +0000
Edison - Terms of Use - 04072019 visited by John Garratt <john.garratt@perspectum.com>	John Garratt (john.garratt@perspectum.com)	62.252.201.242	Fri, 12 Jul 2019 08:49:49 +0000
Ticked checkbox for statement: I confirm that I am authorised to accept the terms of this document, and that I am the intended recipient.	John Garratt (john.garratt@perspectum.com)	62.252.201.242	Fri, 12 Jul 2019 08:51:15 +0000
Ticked checkbox for statement: I confirm that I have reviewed the document, and approve of its content, and that it is the legally binding equivalent of a handwritten signature.	John Garratt (john.garratt@perspectum.com)	62.252.201.242	Fri, 12 Jul 2019 08:51:15 +0000

Signer offered option to accept or reject document	John Garratt (john.garratt@perspectum.com)	62.252.201.242	Fri, 12 Jul 2019 08:51:15 +0000
Clicked button with text: By clicking this button I hereby ACCEPT the terms of this document	John Garratt (john.garratt@perspectum.com)	62.252.201.242	Fri, 12 Jul 2019 08:51:15 +0000