Standard Terms and Conditions

Unless otherwise contractually agreed on an individual basis, the following applies:

1. Scope of Application, Deviating Agreements

1.1 The following General Terms of Sale and Delivery ("**Standard Terms and Conditions**") apply to all purchase and delivery agreements Profound Medical Inc. ("**Profound Medical**") concludes with its customers (hereinafter "**Customer**"), including any ancillary arrangements, provided that the Customer is an entrepreneur and enters into an agreement in pursuance of a commercial or a self-employed professional activity.

1.2 Deviating terms of the Customer that are not explicitly recognized do not apply. This also applies when Profound Medical provides its services without reservation in the knowledge of terms of the Customer that are contrary to or deviate from the Standard Terms and Conditions.

2. Definitions

2.1 "**Delivery**" means (a) with respect to hardware, delivery of the Product at the designated location; and (b) with respect to Software, either (i) remote delivery, (ii) delivery at Customer's designated location, or (iii) delivery via download.

2.2 "**Agreement**" means any mutually agreed upon agreement between Profound Medical and the Customer that may contain any other terms of sale that apply to the sale of Products or performance of Services (as defined below) and/or trainings by Profound Medical to the Customer.

2.3 "**Products**" means all Software and hardware products purchased by the customer.

2.4 "**Quote**" means a non-binding quotation by Profound Medical.

2.5 "**Software**" means software to be delivered or made otherwise available by Profound Medical and set out in the Quote and/or any agreements between Profound and the Customer.

2.6 "**Services**" means the services specifically set out in the Quote, and/or performed as part of, or in connection with, a Product purchase or Software license, including, without limitation and/or any installation services. Profound Medical shall be entitled to appoint subcontractors to perform any Services.

2.7 "**Third Party Products**" means Products manufactured by a third party and provided to Customer by the third party upon a separate agreement.

2.8 "**System Acceptance Protocol**" means protocol of proper installation of the delivered Products.

2.9 "**Clinical Training Protocol**" means protocol of who had been trained and may clinically use the delivered Products.

3. Conclusion of the Agreements between Profound Medical and Customer

3.1 Profound Medical's Quotes and offers, including the selling prices stated in Profound Medical's price lists, are non-binding, unless expressly designated as binding. Oral or written orders represent a binding offer, to which the Customer is bound for 14 days

3.2 Agreements are concluded through Customer's order and Profound Medical's order confirmation (including via email) or by Profound Medical's delivery of the ordered goods.

4. Prices/Payment/Offsetting and Retention

4.1 Unless agreed otherwise, Delivery shall be made on the basis of the prices stated in the Quote or – if no Quote has been made - on the basis of the price lists applicable at the time the Agreement is concluded. Prices are, unless agreed otherwise, net prices in U.S.A dollar "EXW" (Incoterms 2010) warehouse used by Profound Medical, including packing excluding statutory sales tax and any other taxes and fees incurred for the execution of the order.

4.2 If changes occur in circumstances after conclusion of the Agreement that are material to the determination of the fees, including but not limited to the cost of materials, wages, transport and public duties Profound Medical is required to pay, in a manner that is neither foreseeable nor attributable to Profound Medical, Profound Medical reserves the right to adjust its prices in the same proportion. Insofar as the aforementioned circumstances lead to a reduction of costs, Profound Medical undertakes to reduce its prices in the same proportion vis-à-vis the Customer. Cost increases or cost reductions shall be justified to the Customer upon request. In the event of a price increase of more than 10 % since conclusion of the Agreement, the Customer shall have the right to withdraw from the Agreement.

4.3 To the extent the parties do not agree otherwise in writing, all invoices for deliveries (or other services) are payable net within 30 business days from the date of invoice. This does not include invoices pertaining consumables, which become due upon conclusion of the Agreement. The timeliness of the payment is determined by the receipt of the funds by Profound Medical. Upon fruitless expiry of this period, the Customer is in default.

4.4 Profound Medical reserves the right to claim payment from the Customer by irrevocable letter of credit. In the alternative, the Customer may provide an unconditional and irrevocable bank guarantee covering the Customer's complete payment obligation.

4.5 In the event of default of the Customer, Profound Medical demands interest of 8 percentage points per annum above the current base rate of Bank of Canada. The right to assert higher default damages remains reserved.

4.6 Checks and bills of exchange are only accepted by prior express agreement and only as conditional payment while charging any fees and discounts.

4.7 Objections to Profound Medical's invoices must be raised by the Customer within two weeks after receipt of the invoice. If the Customer fails to give notice in due time, the relevant invoice shall be deemed approved. Profound Medical undertakes to make special note of this effect in its invoices.

4.8 Offsetting with counterclaims of the Customer or the retention of payments due to such claims is only permitted if the counterclaims are uncontested, ripe for decision or legally established.

4.9 Profound Medical and the Customer, in good faith, determined that the prices stated in the Quote and price lists applicable at the time the Agreement is concluded are consistent with fair market value in arm's-length transactions and not determined in a manner that takes into account the volume or value of any referrals or business otherwise generated between the parties.

5. Site Planning / Customization

5.1 Customer shall be responsible for its, and its site's, compliance with any regulatory, structural, or radiation requirements, as provided by Profound Medical or as otherwise required by applicable law. Any validation or assessment of Customer's compliance with such prerequisites by Profound Medical or its third-party designee shall be at Customer's sole cost expense.

5.2 Profound Medical may determine, in its sole discretion, whether a Product is ready for installation at Customer's site and whether formal validation is required prior to installation of the Product.

5.3 Customer shall obtain, at its sole cost and expense, any and all permits, approvals, licenses, certifications, local or otherwise, that may be required for installation or operation of the Products. If Customer reasonably believes that any such requirement may delay or otherwise impact the delivery of installation of the Product, then Customer shall promptly notify Profound Medical of such potential delay or impact.

5.4 The parties may mutually agree, in writing, upon site planning Services and/or other design Services, including, without limitation, layout, electrical wiring, network integration, and routing. If Profound Medical is providing any such design Services for Customer, then such design Services shall be performed in accordance with any mutually agreed upon instructions and/or documentation (the "**Design Services Protocol**"). The final performance milestone for such design Services shall be designated as the "**Design Freeze**" in the Design Services Protocol, and Customer must approve the Design Freeze in writing.

5.5 The Design Services Protocol shall provide the layout of the Product installation. It is decisive, for example and without limitation, for network specifications, power, grounding, required wiring etc. In the event of a conflict between the signed Design Services Protocol and any other previous drawings, tender specifications or other specifications relating to the Product, the Design Services Protocol shall prevail. In the event that Customer requires changes to any item set out in the Design Services Protocol, Profound Medical and Customer will review the impact of such changes. If Profound Medical, in its sole discretion, decides to initiate a change request process, any additional costs that are caused by such changes shall be borne by Customer and the project schedule shall be adjusted to reflect any additional time necessary to make such changes. For the sake of clarity, Profound Medical shall in no case be obligated to make any changes to the items specified in the Design Services Protocol.

6. Delivery and Consequences of Delay in Delivery

6.1 The specified delivery times and dates are only approximate, unless they have been expressly agreed as binding. In the absence of specified delivery times, Profound Medical shall use commercially reasonable efforts to deliver the Products within a delivery period of three (3) months. It begins with the day of an order confirmation as defined in Clause 3.2, and requires the clarification of all technical questions and the timely provision of all services to be provided by the Customer – in particular any documents to be provided, necessary approvals and releases – and the fulfillment of any other obligations of the Customer.

6.2 Deliveries are made EXW (Incoterms 2010) warehouse used by Profound Medical. Appropriate means of transportation to Customer's site will be chosen by Profound Medical.

6.3 Profound Medical is entitled to partial deliveries and partial services as is customary in the trade, unless the partial delivery or service is unreasonable for the Customer or is contractually excluded.

6.4 If the date of Delivery is postponed by Customer or if Delivery is otherwise delayed as a result of Customer's acts or omissions, then Profound Medical may, in its sole discretion, either (a) ship the Products to storage or, (b) if shipment is already in progress, revert such shipment to Profound Medical's premises. Any additional costs and expenses relating to Profound Medical's exercise of such remedies shall be borne by Customer, including, without limitation, any transport and/or storage related costs and insurance. In furtherance of clause (a) above, Customer shall, upon Profound Medical's reasonable request, provide an adequate warehouse with appropriate storage environment (e.g. climate controlled and insured) for the storage of Products. Notwithstanding anything to the contrary herein, Profound Medical reserves the right to claim further damages.

6.5 Customer shall arrange for barrier-free transportation of Profound Medical shipping crates as reasonably required from the Customer's receiving area (including adequate parking space for transportation vehicle) to the installation site or to the storage room, and, if applicable, from the storage room to the installation site. Unless otherwise agreed between the parties, Customer shall provide a loading dock with capabilities for non-power tailgate delivery. Costs for necessary traffic control, rigging and transportation equipment or labor, any adjustments made to doorframes, hallways, ceilings, or other facility structures, as well as dust and noise protection related to existing equipment shall be borne by the Customer.

6.6 In cases of force majeure or other unexpected events at the time of conclusion of the Agreement that Profound Medical was unable to prevent despite reasonable care in the circumstances of the individual case, regardless of whether this has occurred with Profound Medical or with Profound Medical's suppliers or subcontractors (subject to Profound Medical's own receipt of delivery), such as war, acts of terrorism, natural disasters, breakdowns, lawful strikes, lockouts or official orders, these delivery times/dates shall be extended for the duration of the hindrance and a reasonable start-up time. If such hindrance prevents performance for more than four months, both parties may withdraw from the Agreement. If delivery should become impossible or unreasonable as a result of the aforementioned circumstances through no fault of Profound Medical, Profound Medical is entitled to withdraw from the Agreement in whole or in part because of the part not yet fulfilled. The Customer shall have no claims for damages against Profound Medical in this case. Any statutory rights of withdrawal shall remain unaffected.

6.7 Insofar as the Customer is required to extend a reasonable grace period in order to assert rights against Profound Medical, this period shall be at least two weeks.

6.8 In case of delayed delivery or impossibility, Profound Medical is liable for claims for damages only in accordance with Clause 14.

7. Transfer of Risk

Unless otherwise agreed, delivery is "EXW" (Incoterms 2010) warehouse used by Profound Medical.

8. Ownership and Transfer of Title

Ownership and Transfer of Title follow delivery term.

9. Installation / Acceptance / System Acceptance Protocol

9.1 Installation of the Products shall, upon the mutual agreement of the parties, be performed by Profound Medical's service engineer or by Profound Medical's third-party designee.

9.2 Prior to the installation of the Products and/or the performance of the Services by Profound Medical, Customer shall inform Profound Medical of any possible risks, sensitive operational issues, or any other issues that may be relevant to the Products or Services,

as applicable.

9.3 The prospective schedule of the installation and training process shall be:

(a) Delivery of the Products,

(b) Within one month following to the Delivery Profound Medical shall carry out the installation of the Products;

(c) After complete installation and successful completion of the tests set forth on the System Acceptance Protocol, the System Acceptance Protocol shall be signed by a Profound's personnel to verify the Customer acceptance.

(d) After installation the Customer shall be introduced into the system and will be clinically trained in accordance with Clause 11. After completion of the clinical training Clinical Training Protocol shall be signed to verify successful training.

9.4 If completion of the installation is delayed for more than one (1) month after Delivery due to circumstances caused by or otherwise resulting from Customer's acts or omissions, including, without limitation, false or incomplete technical information regarding Customer's equipment or premises, or incorrect or missing data, then, in each case, Customer shall be charged any and all additional costs resulting from such delay. In addition to the foregoing remedy, Profound Medical shall no longer be obligated to perform the installation, and Profound Medical may, in its sole discretion, terminate the applicable order.

9.5 After complete installation, Profound's qualified personnel will perform tests of the System as set forth in the System Acceptance Protocol, either at the Customer's premises or remotely, to evaluate its capability of functioning according to the specifications. Profound requests that at least one representative of the Customer shall be present onsite at the installation location during this procedure. At Profound's sole discretion, the tests performed may also include an extended scope covering use of System in conjunction with third party products. Provided Profound's personnel are satisfied that the tests have been successfully completed in accordance with the System Acceptance Protocol, at least one of Profounds' personnel shall sign the System Acceptance Protocol, and acceptance of the System by the Customer shall be deemed to have occurred, unless the Customer's onsite representative immediately objects and, and within five (5) days of such tests, provides a reasonably detailed written explanation asserting a legitimate basis for why such System is not safe for clinical use. The Customer shall not withhold acceptance except for issues relating to safety of the System for safe clinical use. If the Customer requests Profound to conduct the tests without a Customer representative present onsite, acceptance of the System by the Customer shall be deemed to occur upon signing of the System Acceptance Protocol by at least one Profound's personnel.

9.6 After successful performance of the acceptance test, the Products shall be deemed to be accepted by Customer and Customer shall sign Profound Medical's System Acceptance Protocol to verify acceptance. Customer agrees that signature of a present healthcare professional shall be legally binding on Customer. The System Acceptance Protocol shall become part of the contract. It shall be provided to the Customer prior to installation upon request.

9.7 Customer shall not refuse to sign Profound Medical's System Acceptance Protocol as a result of minor problems that do not affect the suitability of the Products for safe clinical use; provided, however, that acceptance shall be deemed to have occurred, and the final payment shall be due and payable, even if Customer refuses acceptance due to such minor problems.

9.8 The Product may not be used for patient treatment before the applicable acceptance test has been performed successfully and the System Acceptance Protocol has been signed.

9.9 If Customer performs any kind of patient treatment before signing the applicable System Acceptance Protocol, the Product shall be deemed accepted and payment of any outstanding amounts owed by Customer to Profound Medical shall become due.

9.10 Customer shall be solely responsible for effectiveness, correctness, cost and timely implementation of any clinical and physics setup-procedures, including, without limitation, the sterilization of non-sterile surgical instruments, or the acquisition and documentation of radiation beam data, as applicable.

10. On-Site Changes

If, at any time prior to or after the installation of Products, there are any changes to Customer's on-site configurations or to Customer's facilities that may, in each case, affect the operation of the Products or the compatibility of the Products with Customer's existing equipment, including, without limitation, any software upgrades (collectively, a "**Site Change**"), then Customer shall promptly notify Profound Medical of such Site Change. If Customer fails to notify Profound Medical of a Site Change, then Profound Medical shall have no liability resulting from or otherwise relating to the use of the Products.

11. Trainings And / Or Assistance

11.1 The Agreement between Profound Medical and the Customer may include a specified number of training sessions and/or assistance sessions to be performed by Profound Medical. If applicable, any further training and/or assistance sessions, as mutually agreed upon by the parties, shall be charged to Customer according to Profound Medical's then-current price list for such training and/or assistance sessions.

11.2 After successful performance of training for Profound Medical Products, the Clinical Training Protocol must be signed by an authorized representative of the Customer.

11.3 If training sessions and/or assistance sessions have been concluded, no Products may be used before the applicable training has been performed and the Clinical Training Protocol has been signed.

11.4 If training sessions and/or assistance sessions have been concluded, Customer warrants that the Products will be operated only by trained personnel.

12. Product Documentation

12.1 Documents, illustrations, drawings, information on performance, weights and measurements in Profound Medical's catalogs, product sheets and on the website are executed as accurately as possible, but only state approximate values and do not represent quality specifications of the goods, unless they are expressly stated to be binding. Improvements and dimensional changes are reserved, to the extent customary in the trade and reasonable for the Customer.

12.2 Profound Medical shall hand over a user manual to Customer who is obliged to handle the Products in compliance with the user manual.

12.3 Profound Medical retains ownership and copyright to illustrations, drawings, user manual and other documents. They may not be copied or provided to third parties or used for self-production without Profound Medical's express written consent.

13. Defects/Warranty

13.1 Profound Medical warrants that, during the Warranty Period (as defined in Clause 13.8), all Products shall (a) conform to the specifications, if applicable, and (b) be free of defects in material and workmanship. Profound Medical does not assume guarantees, unless they are expressly agreed.

13.2 The Customer must carefully inspect the goods, even if samples or specimens have been previously sent, immediately upon arrival at their destination. Obvious defects must be reported to Profound Medical in writing without delay, no later than seven business days after delivery. Hidden defects must be reported to Profound Medical in writing without delay, no later than seven business days after discovery. If the defect was already recognizable for the Customer during normal use at an earlier point in time, this earlier point in time shall be decisive for the beginning of the objection period.

13.3 At Profound Medical's request, the objectionable goods must be returned to Profound Medical freight paid. For justified complaints of defects, Profound Medical will refund the cost of the cheapest shipping route; this does not apply if the costs increase because the goods are located at a place other than the place of the intended use.

13.4 For defects reported in good time, the Customer shall be entitled at Profound Medical's discretion to repair or delivery of a defect-free item ("**Supplementary Performance**"). The Supplementary Performance shall take place at the location of the original delivery; it shall be considered a failure after three unsuccessful attempts. Replaced parts become Profound Medical's property.

13.5 Profound Medical shall bear the necessary expenditures for the purposes of Supplementary Performance, including but not limited to transport, travel, labor and material costs, provided there is in fact a defect. Supplementary Performance does not include either the expansion of the defective item or reinstallation if the supplier was not originally contracted for installation.

13.6 For defects caused by inappropriate or improper use, faulty installation or commissioning by the Customer or third parties, normal wear and tear, faulty or negligent handling, warranty claims are excluded. If the quality of the delivered goods deviates only slightly from the agreed quality, the Customer shall only be entitled to a right of reduction. The warranty is void if the Customer alters the delivery item or has it altered by a third party without Profound Medical's consent and this causes remedial measures to be impossible or unreasonably difficult. In any case, the Customer has to bear the additional costs of remedial measures caused by the alteration.

13.7 In case of defects of components from other manufacturers that Profound Medical is unable to remedy for licensing or factual reasons, Profound Medical will assert at its discretion its warranty claims against the manufacturers and suppliers for the Customer's account or assign them to the Customer. Warranty claims against Profound Medical for such defects only exist under the other conditions and in accordance with these Standard Terms and Conditions only if the judicial enforcement of the aforementioned claims against the manufacturer or supplier was unsuccessful or has no prospects of success, for example due to insolvency.

13.8 The warranty period is one year from delivery or, if installation is required for capital system and 90 days for disposable/treatment kits, from installation as described in Clause 9.3 b).

13.9 The Customer shall only be entitled to claims for damages due to defects provided Profound Medical's liability is not excluded or limited in accordance pursuant to Clause 14. Further claims for defects or other claims than those set forth in this Clause 13 are excluded.

14. Liability, Limitation

14.1 Profound Medical shall only be liable for gross negligence and intent and in the event of a breach of a material contractual obligation, the fulfillment of which enables the proper implementation of this contract in the first place, and upon the fulfillment of which the Customer regularly may rely ("**cardinal obligation**").

14.2 For slightly negligent breach of a cardinal obligation, Profound Medical's liability is limited to the typical damage foreseeable at the conclusion of the Agreement.

14.3 Insofar as Profound Medical's liability is limited or excluded, this also applies to the liability of Profound Medical's employees, representatives or agents.

14.4 These liability limitations and exclusions do not apply to fraudulent concealment of defects, the assumption of a guarantee or a procurement risk, the liability under the Product Liability Act and for bodily injury (injury to life, limb or health). This does not entail a change in the burden of proof to the detriment of the Customer.

14.5 With the exception of claims arising from tortious acts, claims for damages of the Customer for which liability is limited under this provision shall lapse one year from the start of the statutory limitation period.

14.6 Profound Medical shall not be liable for any damage caused by the use of Profound Medical Products before performance of the applicable acceptance test and signing of the System Acceptance Protocol and successful completion by Customer of any applicable training identified by Profound Medical and signing of the corresponding Clinical Training Protocol. Further, Profound Medical shall not be liable for any damage caused by modifications to Profound Medical Products, unless such modifications have been performed by Profound Medical.

15. Customer Covenants

15.1 Instructions provided by Profound Medical in brochures, instructions for use, signatures, or other product information shall be strictly complied with in order to prevent damage. Profound Medical hereby warns Customer against any use of the Products beyond the defined areas of application, and Profound Medical shall not be liable for any damages or claims resulting from any such unauthorized use.

15.2 The Products shall not be modified by or on behalf of Customer, without Profound Medical's prior written consent. Profound Medical shall not be liable for any damages or claims resulting from any unauthorized modifications.

15.3 Customer shall maintain the Product in accordance with any instructions or other documentation provided by Profound Medical.

15.4 Customer shall comply with all applicable local, state, national and foreign laws, treaties, regulations and third-party rights, including, without limitation, those related to data privacy (e.g. HIPAA), international communications, the transmission of technical or personal information, and government regulations.

15.5 Customer shall designate a person to be made available for questions at any time and that such person shall be trained regularly.

16. Intellectual Property, Software Licenses

16.1 All present or future rights to patents, trademarks, and any other intellectual property relating to the Product shall remain the sole property of Profound Medical.

16.2 Profound Medical grants Customer a limited, non-exclusive, non-transferable license to use Software solely in accordance with the Product documentation

provided by Profound Medical and these Standard Terms and Conditions, so long as Customer pays Profound Medical for the Product in accordance with Profound Medical's payment terms and complies with this Standard Terms and Conditions ("**License**"). Software delivered with or integrated in Profound Medical's hardware Products may solely be used in conjunction with such hardware Products. Software is provided for the term and in the location indicated in the Agreement (a) for such Software or, if no such indication is made for the Software, (b) for the hardware Product that it is integrated with, and for the useful life of such hardware Product during the time it is owned and used by Customer in accordance with these Standard Terms and Conditions, and for such number of concurrent users as indicated in the Agreement. If no geographic limitation is made, then Software may be accessed and used worldwide in accordance with applicable law and export regulations. If the Agreement does not indicate a permitted number of concurrent users, then the Software may only be used by one user at a time.

16.3 Customer acknowledges and agrees that this copy of the Software and the related documentation have been licensed to Customer pursuant to the terms and conditions of these Standard Terms and Conditions and that such copies of the Software and documentation have not been sold to Customer.

16.4 Unless expressly stated in these Standard Terms and Conditions or the Agreement with the Customer or allowed according to any applicable local law, Customer may not: (a) reverse engineer, decompile, disclose Software or documentation to or with any third party, including but not limited to agents, development partners, or other third parties performing work on behalf of Customer; (b) correct, modify, adapt, or create derivative works of the Software or documentation; (c) work around any technical limitations in the Software; (d) install, copy, or use the Software or documentation other than as expressly specified in these Standard Terms and Conditions; (e) publish the Software or documentation for others to access or copy; (f) sublicense, rent, lease, lend or otherwise transfer the Software or documentation; (g) use the Software or documentation as part of any services; (h) use the Software or documentation in any service bureau or time-sharing arrangement;
(i) use or copy the Software or documentation in violation of these Standard Terms and Conditions or in any way that is against applicable laws. **Notwithstanding the foregoing, these Standard Terms and Conditions shall not prevent or restrict Customer from exercising additional or different rights to any Open Source Software (as defined below) and related documentation and materials either upon Customer's request or as provided with the Software in accordance with the applicable Open Source Software license for such code, documentation, and materials.** Failure to adhere to any of the restrictions in this Section will constitute a material breach of these Standard Terms and Conditions.

16.5 Certain open source software packages have been selected by Profound Medical to be provided with the Software ("**Open Source Software**"). Open Source Software is not owned by Profound Medical. Open Source Software is distributed by Profound Medical to Customer for Customer's use under the terms of certain Open Source Software license agreements, copies of which are accessible through the Software documentation and upon your request. In addition, certain copyright notices for such Open Source Software also are included in the Software documentation and in the Product. Customer acknowledges that the Open Source Software is third party software that has not been developed, tested or otherwise approved by Profound Medical. THE OPEN SOURCE SOFTWARE IS PROVIDED "AS IS," AND PROFOUND MEDICAL DOES NOT MAKE WARRANTIES OF ANY KIND RELATING TO THE OPEN SOURCE SOFTWARE AND/OR USE OF THE OPEN SOURCE SOFTWARE. Nothing in these Standard Terms and Conditions shall obligate Profound Medical to provide any support for the Open Source Software.

17. Term and Termination

17.1 Either party shall have the right to terminate an order before its fulfilment in its entirety and with immediate effect as follows: (a) with respect to term-based Software licenses or any other ongoing contractual relationships as provided hereunder, if there is a material breach by the other party, and such breach is not remedied within thirty (30) days of notice thereof; (b) if the other party becomes subject to voluntary or involuntary bankruptcy, receivership, or related proceedings; or (c) at a party's dissolution. Statutory provisions regarding termination without notice shall not be restricted by the foregoing.

17.2 In case of a termination while production start for the Product(s) has already commenced Customer has to bear the entire costs that incurred up until termination if and to the extent that the Product(s) is or are especially customized.

17.3 Notwithstanding anything to the contrary contained herein and/or in Agreement or separate service agreements, Profound Medical shall have the right to terminate an ongoing Agreement, in whole or in part, in the event that one or more of the Products that are covered under such agreement reach the Profound Medical or original equipment manufacturer designated "end of life" or otherwise are no longer offered commercially by Profound Medical or the original equipment manufacturer. Upon the effective date of termination under this subsection, Profound Medical shall refund to Customer a pro-rated amount of the paid amount, reflecting the amount due for the unused portion of the agreement. Profound Medical shall have no obligation to perform Services or deliver parts for Products declared "end of service" beyond the end of service date, which will be communicated well in advance to the Customer.

17.4 Except as otherwise provided in this Section 17, Customer shall not be released from its obligations under this agreement until all of the unpaid amounts due thereunder have been paid in full. All of the foregoing applies notwithstanding any remedies which Profound Medical may have under applicable law.

18. Third Party Products

18.1 If Customer enters into any contracts with third parties that are technically related to the Products, Profound Medical assumes no responsibility for such contracts with third parties or the products covered thereunder.

18.2 Profound Medical does not warrant that the Products will be compatible with any Third Party Products, except as otherwise provided in the then-current Product manual or other technical documentation.

18.3 Profound Medical shall not be liable for any damages whatsoever occurred due to or in connection with any future changes of any Third Party Products. This applies, for example, to magnetic resonance units.

18.4 Customer shall make reasonable efforts to make Third Party Products available during installation for any required acceptance or compatibility testing as reasonably required by Profound Medical.

18.5 Customer shall be solely responsible for the installation and maintenance of Software that is indicated for use on third party computer hardware.

19. Export Control

19.1 Profound Medical shall not be liable for (a) any delay in Delivery or (b) any inability to deliver that,

in each case ((a) and (b)), is due to export restrictions. In this case, Profound Medical may withdraw from the Agreement and shall not be liable for any damages arising of or in connection with such withdrawal.

19.2 Profound Medical advises all customers that export regulations may apply to the resale of the delivered Products. In addition, Products delivered by Profound Medical may contain US components (including but not limited to hardware, software, technology) in which case compliance with US regulations may be required. Customer shall ensure compliance with all export regulations applicable to the re-export of the delivered Products.

20. Confidentiality, Registration, Data Protection

20.1 Customer shall keep in confidence all information, including but not limited to technical data, product descriptions, and any other information which is readily and reasonably identifiable as confidential based on its nature and/or the circumstances of its disclosure. For clarification only, this shall include but not be limited to information provided verbally. Such information shall not be disclosed to any third parties or employees, except for employees who are directly involved in the operation of the Products on a need to know basis. This obligation for confidentiality does not include information which (i) is or becomes part of the public domain or is or becomes generally available at the time the Customer was provided with such information (except by reason of any breach of these Standard Terms and Conditions by the Customer or its employees), (ii) was already legitimately in the possession of the Customer and not subject to a duty of confidentiality, before the Customer received the information from the Profound Medical, or (iii) the Customer had received from a third party who was entitled to disclose this information without restriction.

20.2 For the improvement of Products and customer support Profound Medical shall be entitled to collect statistical data stored on Customer's systems which contains no personal data. This data will be stored anonymous and used exclusively for internal purposes.

20.3 Profound Medical and Customer undertake to observe the applicable data protection regulations.

20.4 Customer agrees that Profound Medical may remotely access the Products at Customer's site within the scope of this Agreement, and may process and store data in order to perform the remote Services. Customer shall prevent accidental access to patient data and other protected data and/or, as applicable, obtain the written approval of patients regarding the possibility of access to their data by Profound Medical in the course of the performance of Services.

20.5 Certain Profound Medical Products require a single personal registration of each authorized health care professional or administrator using the Product, including the user's location. Customer warrants the correctness of the information entered and Profound Medical shall grant access to the technology subject to validation of such information. This registration information is deemed confidential information and governed by the terms of this Section 20.

20.6 Profound Medical is entitled to disable or otherwise restrict the access to Profound Medical Products, including but not limited to deletion of data, whenever Profound Medical has reasonable evidence that Customer is in violation of Sections 19 or 20.1.

21. Protection of Environment

Upon end of use, Customer shall dispose of the Products at its own costs pursuant to any applicable regulations. Profound Medical shall not be required to take back the Products or Third Party Products for disposal.

22. Place of performance, applicable law and jurisdiction

22.1 The place of performance for all delivery and payment obligations is Canada, unless otherwise stated in the order confirmation.

22.2 Canadian law applies under exclusion of the United Nations Convention on the International Sale of Goods (CISG).

22.3 Jurisdiction for all disputes arising out of or in connection with the delivery transaction – including for claims under bills of exchange and checks – is Ontario, Canada, provided that the Customer is a merchant or has no general jurisdiction in Canada. However, Profound Medical reserves the right to sue the Customer at its general jurisdiction. Statutory provisions regarding exclusive jurisdiction shall remain unaffected.

23. Final Provision

23.1 Solely decisive for the legal relationships between the Customer and Profound Medical is the Agreement concluded in writing, including these Standard Terms and Conditions. This completely represents all agreements between the parties at the time the Agreement was concluded. Any oral or written agreements or conditions concluded prior to the conclusion of this Agreement and other pre-contractual correspondence and proposals are superseded by this Agreement, unless it expressly follows in each case therefrom that they shall remain in force.

23.2 Changes and additions to this Agreement, including this written form clause, must be in writing to take effect. The same applies to ancillary and supplementary agreements.

23.3 Transactions with entrepreneurs are treated the same as transactions with legal entities under public law and special funds under public law.

23.4 If any provision of this Agreement should be or become wholly or partly invalid, the invalidity of such provision shall not affect the validity of all remaining provisions of this Agreement. The invalid provision shall be replaced with a valid provision that approximates the economic purpose of the invalid provision as closely as possible in a legally permissible manner.