

SERVICES AGREEMENT

This Service Agreement (the “Agreement”) is made as of August 19, 2019 (the “Effective Date”) by and between Mayo Clinic, a non-profit, educational, research and healthcare institution (“Mayo”) with an address at 200 First Street SW, Rochester, MN 55905, with Richard L. Ehman, M.D. (“Investigator”) and Faculty of Medicine, Khon Kaen University, a non-profit, educational research and healthcare institution through Department of Radiology, Faculty of Medicine and Cholangiocarcinoma Research Institute, (“CARI” or “Institution”) with an address at 123 Moo 16 Mittraphap Rd., Nai-Muang, Muang District, Khon Kaen 40002, Thailand, hereinafter individually “Party” and together as “Parties.”

WHEREAS, both Parties desire to provide deliverables in relation to Institution’s project described as follows: **MR Elastography for Research** (the “Project”).

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the Parties agree as follows:

1. Mayo Obligations:

- 1.1. Mayo/Investigator has developed certain Technology and Software as defined hereinafter and desires to facilitate their evaluation and to make them available for scientific evaluation. “Technology” means Advanced Liver Inversion v3.0.4, Prototype MRE passive driver, Prototype brain-specific MRE passive driver, and all related technologies, including hardware, pulse sequences and image processing methods, and “Software” means software related thereto and provided to Institution pursuant to this Agreement. Mayo shall provide the Technology and Software and applicable assistance to Institution for use with the Project (collectively “Mayo Deliverables”).
- 1.2. Mayo and Investigator shall use its/his best efforts to provide such Mayo Deliverables to Institution as described herein.
- 1.3. At all time, Mayo retains ownership of the Technology and Software, including any and all derivatives or modifications made by Institution or another party in breach of Section 4.
- 1.4. Mayo and Investigator agree to be responsible for any and all employees or independent contractors under its/his control.

2. Institution Obligations:

- 2.1 Institution agrees to utilize the Technology and Software for the Project only and in accordance with the terms of this Agreement. Institution will use the Technology and Software in accordance with all applicable laws and regulations. Institution agrees to not provide the Technology, Software or any derivatives to any third party.
- 2.2 Institution will promptly provide Mayo with an annual report on Institution’s use of the Technology and Software as used in the Project. Said annual report should be emailed to Investigator as follows: kruse.scott@mayo.edu.
- 2.3 Institution represents and warrants that the Technology and Software associated with the Project will be used for research purposes only, not for clinical diagnostic purposes and under the approval of Institution’s IRB or IACUC, as appropriate.

3. Confidential Information

- 3.1. Use of Confidential Information. "Confidential Information" shall mean any information, including but not limited to trade secrets, know-how, business plans, financial information, processes, data, network configurations, drawings, proprietary information (including Technology and Software), client lists, prices and any non-public information which concerns the business and operations of a Party to this Agreement. During the course of performance of this Agreement, the Parties may disclose to the other Party certain Confidential Information, either by verbal or written communications. These disclosures will be made upon the basis of the confidential relationship between the Parties and upon their agreement that (i) unless specifically authorized in writing by the other, they will use such Confidential Information solely for the purpose of the Project under this Agreement; and (ii) all Confidential Information shall remain the sole property of the disclosing Party and shall be returned promptly to the disclosing Party at its request with all copies made thereof or destroyed with a written statement provided to the disclosing Party that such destruction has occurred. Notwithstanding the preceding, receiving Party may retain one copy of the Confidential Information for archival purposes.
- 3.2. Exceptions. The obligations imposed herein shall not apply to Confidential Information: (i) which becomes available to the public through no wrongful act of the receiving Party; (ii) which may be published prior to the date hereof; (iii) which is received from a third party without restriction known to the receiving Party and without breach of this Agreement; (iv) which is independently developed by the receiving Party; or (v) which is disclosed pursuant to a requirement or request of a government agency, subpoena or other legal proceeding.
- 3.3. Nondisclosure. Each Party agrees to receive the Confidential Information in confidence. Each Party agrees that it will treat such Confidential Information in the same manner as it treats like information of its own that it does not wish to disclose to the public, but in all events it shall use at least a reasonable degree of care. To that end, neither Party will make any copies of Confidential Information of the other Party that is in documented form except for use by employees or advisors with a need to know. Except as authorized in writing by the other Party, each Party further agrees not to distribute, disclose or disseminate Confidential Information of the other Party in any way to anyone, except its employees who have a need to know for purposes of the Project under this Agreement. For the avoidance of doubt, any publication made by Institution of the results of the Project will not include Confidential Information as defined in this Section 3 without the prior written permission of Mayo.
- 3.4. No License, No Obligation. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information disclosed to the receiving Party. The furnishing of Confidential Information hereunder shall not obligate either Party to enter into any further agreement or negotiation with the other or to refrain from entering into an agreement or negotiation with any other party.
- 3.5. Termination of Confidential Information Obligations. The obligation to protect the Confidential Information received hereunder shall continue for three (3) years following provision of the Confidential Information unless a specific request is mutually agreed upon in writing to maintain the information on a confidential basis for a longer period of time.

4. Intellectual Property

It is expressly agreed that neither Mayo nor Institution transfers by operation of this Agreement to the other party any right in or license to any patents, copyrights, or other proprietary right owned as of the commencement date of the Agreement or arising outside of the Project contemplated by this Agreement. Institution agrees that it shall not disassemble, reverse engineer, decompile or modify the Technology or

Software or allow any other party to disassemble, reverse engineer, decompile or modify the Technology or Software.

Any intellectual property generated by the specific collaborative activities mentioned hereof shall be covered under a separate agreement, taking into account the role and contributions of individuals involved in the development of intellectual property.

5. Publicity/Use of Name

Neither Party shall use the names or trademarks of the other Party or of any of the other Party's affiliated entities in any advertising, publicity, endorsement, or promotion unless the other Party has provided prior written consent for the particular use contemplated. With regard to the use of Mayo's name, all requests for approval pursuant to this Section must be submitted to the Mayo Clinic Public Affairs Business Relations Group, at the following E-mail address: BusinessRelations@mayo.edu at least five business days prior to date on which a response is needed. The terms of this Section survive the termination, expiration, non-renewal, or rescission of this Agreement.

6. Indemnification

- 6.1. Except to the extent of Mayo's negligence, Institution agrees to indemnify, defend, and hold harmless Mayo and its subsidiaries, affiliates, directors, trustees, officers, employees, agents and independent contractors from and against all liability, demands, claims, damages, expenses and losses, including attorneys' fees, arising out of Institution's use or implementation of any medical or administrative advice, information, or consultations furnished under this Agreement, or arising from any claim connected with Institution's use of the Mayo Deliverables provided pursuant to this Agreement. Mayo shall have no obligation to indemnify Institution hereunder.
- 6.2. Notwithstanding the foregoing, Institution agrees not to settle or compromise any claim against Mayo without Mayo's prior written approval. Such approval shall not unreasonably be withheld.
- 6.3. IN NO EVENT SHALL MAYO BE LIABLE FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF THE SAME.

7. Term and Termination

- 7.1. The term of this Agreement shall be for a period of three (3) years from the Effective Date, unless sooner terminated in accordance with the terms hereof. This Agreement may be extended for additional one (1) year terms upon the written agreement of the Parties.
- 7.2. Institution or Mayo may terminate this Agreement in its entirety without cause, upon thirty (30) days prior written notice to the other Party.
- 7.3. Either Party may terminate this Agreement, if the other Party shall default in the performance of any of its material obligations of this Agreement, upon fifteen (15) calendar days prior written notice to the other, specifying the nature of the default, unless such other Party shall cure that default within the fifteen (15) day notice period.
- 7.4. In the event of termination, Institution shall immediately cease all use of the Technology and Software provided by Mayo pursuant to this Agreement and return the same to Mayo.
- 7.5. At the expiration of the term of this Agreement and any additional yearly extensions, Institution shall immediately cease all use of the Technology and Software provided by Mayo pursuant to this Agreement and will return the same to Mayo.
- 7.6. Any provision of this Agreement that by its nature and intent remains valid after termination will survive termination.

8. Notices

All notices hereunder shall be in writing and shall be deemed to have been duly given when delivered personally or by overnight courier, telecommunicated, sent by prepaid telegram or mailed by certified mail, postage prepaid, to the parties set forth below. The addresses and/or contact persons may be changed by either party by providing notice to the other in the manner set forth herein.

If to Mayo: Legal Contract Administration
 Attn: Contract Manager
 Mayo Clinic
 200 First Street SW
 Rochester, MN 55905
 Email: LCAISMCT@mayo.edu

If to Institution: Faculty of Medicine, Khon Kaen University
 Attn: Associate Professor Dr. Warinthorn Phuttharak
 Department of Radiology, Faculty of Medicine, Khon Kaen University
 123 Moo 16 Mittraphap Rd.,
 Nai-Muang, Muang District,
 Khon Kaen 40002, Thailand
 Email: pwarin@kku.ac.th

9. Governing Law & Arbitration

- 9.1. This Agreement and its effects are subject to and shall be construed and enforced in accordance with the laws of the State of New York, exclusive of choice of law provisions.
- 9.2. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be determined by arbitration administered by the American Arbitration Association in accordance with its International Arbitration Rules. The seat of arbitration shall be New York. There shall be a single neutral arbitrator appointed in accordance with the International Arbitration Rules. The arbitration proceedings shall be conducted in the English language, and the decision of the arbitrator shall be rendered in writing in English.

10. Independent Contractor

The Parties acknowledge that the relationship established hereby is that of independent contractors, and there shall not be implied any relationship of employer-employee, partnership, joint venture, principal and agent or the like by the agreements contained herein. Neither Party shall have any authority whatsoever to bind the other Party in any way or assume any obligations or liabilities of any nature for or on behalf of the other Party.

11. Force Majeure

Except as otherwise herein provided, neither Party shall be liable or deemed in default for failure to perform any duty or obligation that such Party may have under this Agreement where such failure has been occasioned by any act of God, fire, strike, inevitable accidents, war, or any other cause outside the reasonable control of that Party and occurring without its fault or negligence.

12. Assignment

Neither Party may assign its rights hereunder to any third party without the prior written consent of the other Party; provided, that a Party may assign its rights without the prior written consent of the other Party to any affiliate or other entity that controls, is controlled by or is under common control with such Party. Any purported assignment in violation of this clause is void. Such written consent, if given, shall not in any manner relieve the assignor from liability for the performance of this Agreement by its assignee.

13. Entire Agreement

This Agreement constitutes the final, complete and exclusive agreement between the Parties with respect to its subject matter and supersedes all past and contemporaneous agreements, promises, and understandings, whether oral or written, between the Parties and shall not be changed or modified except in writing and signed by authorized representatives of the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties, their heirs, legal representatives, successors and assigns.

14. Agreement Prevails

In the event of a conflict between the terms and conditions of this Agreement and any related exhibits, the terms of this Agreement shall take precedence and control over those of the exhibit unless otherwise agreed to in writing by all Parties.

15. Severability

In the event any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect as if the invalid or unenforceable provision had never been a part of the Agreement.

16. Waiver

The failure of either Party to complain of any default by the other Party or to enforce any of such Party's rights, no matter how long such failure may continue, will not constitute a waiver of the Party's rights under this Agreement. The waiver by either Party of any breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other provision. No part of this Agreement may be waived except by the further written agreement of the Parties.

17. Export Controls

The Parties agree not to use or otherwise export or re-export anything exchanged or transferred between them pursuant to this Agreement except as authorized by United States law and the laws of the jurisdiction in which it was obtained. In particular, but without limitation, items exchanged may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By entering into this Agreement, each Party represents and warrants that they are not located in any such country or on any such list. Each Party also agrees that they will not use any item exchanged for any purposes prohibited by United States law. In the event either Party becomes aware of any suspected violations of this paragraph that party will promptly inform the other Party of such suspected violation, and cooperate with the other Party in any subsequent investigation and defense, be they civil or criminal.

18. Amendment

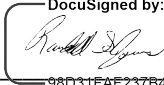
This Agreement may not be amended or modified except by a writing signed by both Parties and identified as an amendment to this Agreement.

19. Counterparts

This Agreement may be executed in any number of counterparts which, when taken together, will constitute one original, and photocopy, facsimile, electronic, or other copies shall have the same effect for all purposes as an ink-signed original. Each Party hereto consents to be bound by photocopy, facsimile or electronic signatures of such Party's representative hereto.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be duly executed as of the Effective Date.

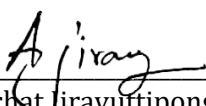
Mayo Clinic

DocuSigned by:

By: _____
Name: Randall S. Jones

Title: Operations Manager, Legal Contract Administration

Date: 9/29/2020

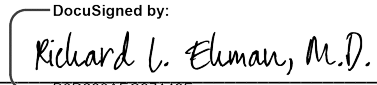
Faculty of Medicine, Khon Kaen University


By: _____
Name: Apichat Jiravuttipong, M.D.

Title: Dean, Faculty of Medicine, Khon Kaen University

Date: August 19, 2019

Read and Understood:

DocuSigned by:

By: _____
Name: Richard L. Ehman, M.D.

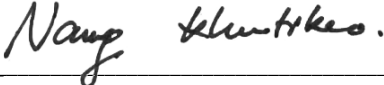
Date: 9/29/2020

Read and Understood:


By: _____
Name: Prathana Chowchuen, M.D.

Title: Chairman of Department of Radiology, Faculty of Medicine, Khon Kaen University

Date: August 19, 2019


By: _____
Name: Narong Khuntikeo, M.D., FRCP
Title: Director of Cholangiocarcinoma Research Institute, Khon Kaen University

Date: August 19, 2019

