End user license agreement of LifeLine Software, Inc.

Status March 2012

This end user license agreement (this "Agreement") is made and entered into by and between LifeLine Software Inc., a Texas corporation ("LSI"), and the entity to which the Software is delivered by LSI ("Licensee"), and is effective as of the date of such delivery (the "Effective Date"). Licensee's conduct in installing the Software is conclusive evidence of its acceptance of these terms and condi-tions. If Licensee rejects or does not otherwise wish to be bound by the following terms and conditions, then it must refrain from installing the Software and promptly return it to LSI for a full refund.

1. License

Subject to the terms and conditions of this Agreement, LSI hereby grants to Licensee, and Licensee accepts from LSI, the nonexclusive, nontransferable, right and license to use LSI's RADCALC® Software, (the "Software") and any accompanying documentation provided by LSI (the "Documentation") and all updates, upgrades, and new releases to the same which LSI may provide to Licensee in fulfillment of its maintenance and support obligations hereunder, only at the specific locations listed in the purchase order or other ordering document (collectively, the "Purchase Order"), and such alternate or additional locations as LSI may agree in writing. Notwithstanding anything to the contrary in any Purchase Orders, ordering documents or other agreements between the parties, all licenses granted by LSI to Licensee relating to the use of the Software ("Licenses") will be governed solely by the terms and conditions set forth in this Agreement.

2. License Fee

In consideration of the Licenses granted by LSI, Licensee shall and does hereby agree to pay LSI the applicable license fees on the terms specified in the Purchase Order.

3. Term

The term of this Agreement, and the licenses granted hereunder will continue in perpetuity, unless sooner terminated by a party in accordance with Section 10 below.

4. Ownership

Licensee acknowledges and agrees that:

(a) The Software and Documentation is protected by copyright laws and international copyright treaties, and other intellectual property laws and treaties;

(b) Title to the Software and the Documentation, and to any and all copies, modifications, or enhancements thereof, shall be and remain with LSI; and

(c) Except as to the rights and licenses granted to Licensee hereunder, LSI reserves all other rights to the Software and Documentation.

(d) LSI acknowledges and agrees that all data which is supplied by Licensee and stored in and/or manipulated by the Software, shall remain the sole and exclusive property of Licensee.

5. 5. Restrictions

(a) Copies. Except for the other restrictions expressly set forth herein, neither the Software nor the Documentation may be copied, duplicated or distributed without LSI's prior written consent; provided, however, that Licensee may make one (1) copy of the Software and Documentation to be stored off-site for backup, recovery, and archival purposes.

(b) Authorized Users; Indemnity.

(i) Licensee must not: (1) rent, lease, sub-license, transfer, convey or otherwise permit any third party to use the Software, (2) use the Software in the operation of a service bureau, or for the benefit of any third party other than those patients who are treated at the location(s) specified in the Purchase Order, or (3) allow remote access to the Software through any computers or terminals located outside the locations specified in any applicable Purchase Orders.

(ii) LICENSEE COVENANTS AND AGREES THAT IT WILL NOT PERMIT OR ALLOW ANY PERSON TO USE THE SOFTWARE, WHO IS NOT DULY QUALIFIED AND PROPERLY TRAINED TO DO SO.

(iii) Licensee shall and does hereby agree to defend LSI from and against any and all third party actions, claims, demands, lawsuits, or proceedings of any kind (collectively, "Claims") arising from or relating to Licensee's alleged or actual breach of the covenant set forth in the preceding paragraph, and further agrees to indemnify and hold LSI harmless from and against any and all awards, costs, damages, judgments, liabilities and harm of any kind, including without limitation, reasonable attorneys' fees, suffered or incurred by LSI in connection with any such Claims.

(c) Reverse Engineering. Licensee must not, directly or indirectly, copy, use, analyze, reverse engineer, decompile, disassemble, translate, convert, or apply any procedure or process relating to the Software in order to ascertain, derive, or appropriate for any reason or purpose, the source code or source listings for the Software or any trade secret or other proprietary information or processes embodied by or otherwise contained in the Software.

(d) Nonassignment. Neither this Agreement, nor any right, license or obligation of Licensee hereunder, may be transferred, assigned, conveyed, delegated, sublicensed, moved, relocated or otherwise sold to any third party, in whole or in part, without LSI's prior written consent, and any attempt to the contrary shall be void and of no legal effect. For purposes of this Agreement, (1) any transfer or assignment of the license granted hereunder by operation of law or otherwise resulting from a merger, consolidation, or other reorganization of Licensee will be considered a prohibited assignment unless otherwise approved by LSI in writing, and (2) upon the occurrence of any such prohibited assignment, the transfer or assignment of the license thereby effected will be voidable at the election of LSI.

6. Warranty

(a) Warranty; Warranty Period. LSI represents and warrants that

(i) the Software will operate in conformance with its published specifications for a period of twelve (12) months after the Effective Date (the "Warranty Period"); and

(ii) all services performed by LSI will be performed in a professional and workmanlike manner for a period of ninety (90) days from the date upon which such work was performed. The foregoing warranty will be null and void, however, if Licensee makes or attempts to make any modifications or enhancements to the Software or uses it in violation of any of the restrictions set forth in Section 5 above.

(b) Submission of Claims; Remedies. Warranty-related claims must be submitted in writing during the Warranty Period, and be accompanied by a detailed description of the purported defect or nonconformity. If the Software fails to operate in conformance with its published specifications at any time during the Warranty Period, then upon Licensee's timely submission of a written warranty claim, LSI shall use its best, commercially reasonable efforts to correct such nonconformity within thirty (30) days after its receipt of such claim. If LSI fails to remedy the nonconformity within such period of time, the Licensee may terminate this Agreement upon written notice to LSI at any time within ten (10) days thereafter, and receive a full refund of all license fees paid by Licensee with respect to the nonconforming Software.

(c) Waiver of Other Warranties. Licensee hereby acknowledges and agrees that LSI has made no representations or warranties to Licensee relating to the Software or the Documentation, or given any other assurances whatsoever, except those contained in this Agreement. EXCEPT AS TO THE WARRANTIES SET FORTH IN SECTION 6.a. ABOVE, LICENSEE ACCEPTS THE SOFTWARE AND DOCUMENATION "AS IS" AND WITHOUT WARRANTY, EXPRESS OR IMPLIED. LICENSEE HEREBY EXPRESSLY WAIVES ANY AND ALL WARRANTIES, REPRESENTATIONS AND ASSURANCES OF ANY KIND, EXPRESS OR IMPLIED, WHICH ARE NOT EXPRESSLY SET FORTH HEREIN IN WRITING, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.

7. Noninfringement

LSI represents and warrants that LSI has the right to License the Software to Licensee free and clear of all liens, claims, and encumbrances not specified herein, and that the Software will not infringe upon or misappropriate any U. S. copyright, trademark, or patent, or the trade secrets of any third party. Upon Licensee's written notice to LSI of any claim against Licensee to the contrary, LSI shall

(i) indemnify Licensee, its officers, directors, employees, agents, and insurers from all liability, damages, costs and expenses, including attorneys' fees arising out of or related to any such claim,

(ii) defend through litigation or obtain through negotiation the right of Licensee to continue using the Software,

(iii) modify the Software so as to make it noninfringing, provided that the modified Software shall function materially the same, or (iv) replace the Software with functionally equivalent software. If none of the foregoing alternatives is technically or economically feasible, LSI reserves the right to terminate this Agreement and provide Licensee a refund of all fees paid hereunder, without further liability.

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8. Limitation of Liability

(a) Maximum Liability. LICENSEE AGREES THAT LSI'S MAXIMUM LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE AMOUNT OF THE LICENSE FEES ACTUALLY PAID BY LICENSEE.

(b) Consequential Damages. IN NO EVENT WILL LSI BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SAVINGS, LOST PROFITS OR BUSINESS INTERRUPTION, OR OTHER SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES) ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT, EVEN IF NOTIFIED IN ADVANCE OF THE POSSIBLITY OF SUCH DAMAGES.

9. Confidentiality

(a) The Software and all programs developed hereunder and all copies thereof are proprietary to LSI and title thereto remains in LSI. All applicable rights to patents, copyrights, trademarks and trade secrets in the Software or any modifications made at Licensee's request are and shall remain in LSI. Licensee shall not sell, transfer, publish, disclose, display or otherwise make available the Software, Documentation or copies thereof to any third parties. Licensee agrees to secure and protect the Software and Documentation, and their component parts, and copies thereof, in a manner consistent with the maintenance of LSI's rights therein, and to take appropriate action by instruction or agreement with its employees who are permitted access to each program or software product to satisfy its obligations hereunder. Licensee's obligations hereunder shall not apply to information that

(i) becomes generally available to the public other than as a result of a disclosure made by Licensee;

(ii) was available to Licensee on a non-confidential basis prior to the disclosure to Licensee by LSI; or

(iii) becomes available to Licensee on a non-confidential basis from a source other than LSI provided that such source is not prohibited from transmitting the information to Licensee by any contractual, legal or fiduciary obligation.

(b) Licensee further acknowledges and agrees that, in the event of Licensee's breach of its obligations under this provision, LSI will be entitled to temporary and permanent injunctive relief, without the necessity of bond, enjoining Licensee from committing any further breach, in addition to any other remedies to which LSI may be entitled at law or in equity.

10. Termination

(a) Events of Default. Either party may terminate this Agreement and the license(s) granted herein at any time and without further notice in the event that:

(i) The other party breaches any of its material obligations under this Agreement and fails to cure such breach within thirty (30) days following its receipt of written notice thereof.

(ii) The other party becomes insolvent, makes an assignment for the benefit of its creditors, or otherwise becomes the subject of any voluntary or involuntary bankruptcy proceeding under Chapter 7, Chapter 11 or Chapter 13 of the United States Bankruptcy Code, which is not dismissed within thirty (30) days following the date filed.

(b) Return of Software. In the event of termination by reason of the Licensee's failure to comply with any part of this Agreement, or upon any act which shall give rise to LSI's right to terminate, then Licensee shall immediately cease using the Software and the Documentation, and

(i) return all copies thereof to LSI, without notice or demand, or at LSI's election,

(ii) destroy the Software, Documentation, and all copies thereof, and then certify to LSI in writing that such materials have been destroyed.

(c) Survival. Under no circumstances will the termination of this Agreement or the license(s) relieve either party of any of its confidentiality obligations hereunder, or any other obligations which might reasonably be presumed to survive the termination of this Agreement. The remedy of termination shall be in addition to, and not in lieu of, any other remedies to which either party may be entitled, at law or in equity.

11. Maintenance and Support

(a) Maintenance and Support During Warranty Period.

(i) LSI shall provide remote technical support for the Software via telephone and e-mail during LSI's regular business hours during the Warranty Period. Any updates, upgrades and new releases to the Software released by LSI during the Warranty Period will be provided at no additional charge. LSI represents and warrants that any updates, upgrades and new releases provided during the Warranty Period will operate in accordance with their published specifications during the remainder of the original Warranty Period.

(ii) Remote Installation Assistance. At a time mutually agreeable to the parties, but in no instance greater than sixty (60) days after execution of this Agreement, LSI shall, at no additional charge, remotely assist Licensee with the installation and configuration of the Software so that the Software shall properly process data, run on Licensee's equipment, and otherwise function according to its specifications, assuming that Licensee's equipment meets LSI's minimum requirements for the Software.

(b) Extended Maintenance and Support Services. LSI will continue to provide maintenance and support services upon Licensee's request after the expiration of the initial Warranty Period, subject to Licensee's acceptance, execution, delivery and/or payment of a Quotation, Purchase Order or other written agreement in such form as may be acceptable to or prescribed by LSI, and on the terms and conditions set forth therein. Under no circumstances, however, will LSI be obligated to maintain or support any Software for more than twelve (12) months following the date of its initial release of any new version or release of the Software.

12. Compliance with Export Regulations

Licensee has or shall obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals; shall indemnify and hold LSI harmless from, and bear all expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the technology to be developed or provided herein. Licensee shall not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by U.S. regulation or statute, without the prior written consent, if required, of the Bureau of Export Administration of the U.S. Department of Commerce. This provision and the assurances made herein shall survive termination of this Agreement.

13. General

(a) Entire Agreement. Licensee acknowledges and agrees it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Licensee further agrees that this is the complete and exclusive statement of the Agreement between the parties relating to the subject matter hereof, and supersedes any prior proposals by LSI or agreements between the parties, oral and written, relating to the subject matter of this Agreement.

(b) Force Majeure. Dates or times by which either party is required to perform any particular obligations under this Agreement or the Order Form shall be postponed automatically to the extent that either party is prevented from meeting them by causes beyond its reasonable control.

(c) Non-Waiver. The waiver or failure of either party to this Agreement to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

Tyler, March 2012

LifeLine Software, Inc.
3304 S Broadway Ave STE 200
75701-7810 Tyler, TX
United States of America

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