Subscription-based software license agreement of LifeLine Software, Inc.

Status October 2020

This subscription-based software 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 (as defined in Section 1) is delivered by LSI ("Licensee"), effective as of the beginning date specified in the Purchase Order (as defined in Section 1) or the date of LSI's acceptance thereof, whichever is later (the "Effec-tive Date"). Licensee's conduct in installing, activating, or otherwise using the Software is conclusive evidence of its acceptance of these terms and conditions. If Licensee rejects or does not otherwise wish to be bound by the following terms and conditions, then it will have no right to install, activate or use the Software and must refrain from doing so.

1. **Subscription-Based License**

   (a) Subscription Period. Subject to the terms and conditions set forth in this Agreement and Licensee's continuing compliance with its obligations hereunder, LSI hereby grants to Licensee, and Licensee accepts from LSI, the nonexclusive, nontransferable, right and license (the "Licenses", whether one or more) to use LSI's RADCALC® Software, (the "Software") and any accompanying documentation provided by LSI (the "Documentation") and any updates, upgrades, and new releases thereof, during the period commencing on the Effective Date and continuing throughout the term of the subscription period (the "Subscription Period") specified in the applicable purchase order, ordering document or other similar agreement between the parties (each, a "Purchase Order"), and at the specific locations designated therein or such alternate or additional locations as LSI may agree in writing.

   (b) Expiration of Subscription Period; Limited Functionality. Licensee acknowledges that upon the expiration or earlier termination of the Subscription Period, or in the event of a failed activation or re-activation of the Software as stipulated in Section 2, the Software will nonetheless continue to operate with limited functionality designed to ensure that Licensee will have the continuing ability to access Licensee's data even after the Subscription Period has ended.

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2. **Installation and Activation of the Software**

   (a) Subscription Management and Control System; Activation. Following the installation of the Software, and each time the Software is used, LSI's proprietary Subscription Management and Control System (herein so called)

      (i) confirms that each installation of the Software is associated with a registration key assigned to the Licensee, and

      (ii) activates the Software, subject to the successful completion of the foregoing confirmation process. If the Software is not activated, it will only provide limited functionality. The Licenses granted herein are therefore subject to the successful installation and activation of the Software, and LSI's Subscription Management and Control System.

   (b) Re-activation; Failure. At the end of each Subscription Period and such other times as LSI may reasonably require, the Licensee may be required to re-activate the Software using a new or updated registration key provided by LSI. If the activation process determines or otherwise reveals that the particular installation of the Software in question is unauthorized, unlicensed or outside the agreed Subscription Period associated with the Licenses previously granted to the Licensee, then the Licensee will be notified that the activation has failed. In that event, the Licenses granted hereunder will be subject to the Licensees successful activation or re-activation of the Software, and LSI shall provide Licensee with such cooperation and assistance as Licensee may reasonably request in its efforts to determine why the activation or re-activation process failed, and to re-activate the Software subject to Licensee's payment of such additional license fees as may be required in connection therewith.

3. **License Fees**

   In consideration of the Licenses granted by LSI hereunder, Licensee shall and does hereby agree to pay LSI the applicable subscription-based license fees specified in the Purchase Order (collectively, the "License Fees", whether one or more) on the terms and conditions set forth therein.

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4. **Limited Term of License**

   Licensee hereby acknowledges and agrees that the term of the Licenses granted hereunder will continue only for the duration of the Subscription Period specified in the applicable Purchase Order unless sooner terminated in accordance with Section 12.

5. **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 and ownership of the Software and the Documentation, and to all copies, modifications, or enhancements thereof, in whole or in part, shall be and remain with LSI; and

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      (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 Section 7.b.ii, 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.

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

(i)   it will use its best, commercially reasonable efforts to ensure that the Software operates in conformance with the published specifications during the Subscription Period (hereinafter sometimes also referred to as the "Warranty Period"), subject to Licensee's timely installation of such new releases and new versions of the Software as LSI may provide or otherwise make accessible to Licensee at no additional cost during the Subscription Period; and

(ii)   any 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 services were 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 7.

(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 alleged 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 defect or nonconformity within thirty (30) days after its receipt of such claim. If LSI fails to remedy the alleged defect or 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 pro-rata refund of all License Fees paid by Licensee with respect to the nonconforming Software for the Subscription Period at issue.

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(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 non-infringing, while still providing the same or substantially similar functionality, 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 pro-rata refund of all License Fees previously paid hereunder for the most recent

Subscription Period during which the infringement was alleged to have occurred, and without further liability hereunder.

10. Limitation of Liability

(a)   Maximum Liability. LICENSEE HEREBY ACKNOWLEDGES AND AGREES THAT LSI'S MAXIMUM LIABILITY UNDER THIS AGREEMENT IS AND SHALL BE LIMITED TO THE AMOUNT OF THE LICENSE FEES FOR THE MOST RECENT SUBSCRIPTION PERIOD ACTUALLY PAID BY LICENSEE HEREUNDER FOR THE SOFTWARE IN QUESTION, AND THAT LSI SHALL HAVE NO LIABILITY WHATSOEVER TO LICENSEE WITH RESPECT TO ANY CLAIMS ARISING FROM OR RELATING TO THE USAGE OF THE SOFTWARE DURING ANY PERIOD OUTSIDE THE SUBSCRIPTION PERIOD(S) CONTEMPLATED HEREIN.

(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 POSSIBILITY OF SUCH DAMAGES.

11. 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 shall keep the Software and Documentation, and their component parts, and copies thereof confidential and cause its employees and others who have access to the Software and Documentation to do so, as well. 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.

12. Termination

(a)   By Licensee. Licensee may terminate this Agreement and the License(s) granted herein at any time upon written notice to LSI, with or without cause.

(i)   Without Cause. If Licensee terminates without cause, then it shall forfeit any prepaid Licensee Fees for the remainder of the Subscription Period.

(ii)   For Breach. If Licensee notifies LSI of its intent to terminate for cause due to the occurrence of a breach on the part of LSI, if LSI does not cure such breach within thirty (30) days after its receipt of Licensee's written notice of its intent to do so, and if LSI thereafter fails to cure such breach prior to the expiration of such thirty (30) day period of time, then Licensee shall be entitled to a pro-rata refund of all pre-paid License Fees for the remainder of the Subscription Period in question.

(b)   By LSI for Cause. LSI may terminate this Agreement and the License(s) granted herein at any time and without further notice if the Licensee:

(i)   Breaches any of its obligations under Section 7; without further notice or opportunity to cure.

(ii)   Breaches any of its material obligations under this Agreement and fails to cure such breach within seven (7) days following its receipt of written notice thereof.

(iii)   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, or under any similar bankruptcy or insolvency proceeding in the jurisdiction in which the Licensee is located, if other than the United States of America.

(c)   Cessation of Use. Upon the expiration or earlier termination of this Agreement or the Licenses granted hereunder for any reason, Licensee shall immediately cease all use of the Software and the Documentation, except for the limited functionality contemplated in Section 1.b.

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(d) Survival. Under no circumstances will the termination of this Agreement or the Licenses contemplated herein 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.

13. Maintenance and Support during Subscription Period

(a) Technical Support. LSI shall provide remote technical support for the Software via telephone and e-mail during LSI's regular business hours during the Subscription Period. Any updates, upgrades and new releases to the Software released by LSI during the Subscription Period will be provided at no additional charge.

(b) Assistance with Remote Installation. Upon Licensee's request, and at such reasonable time as the parties' may mutually agree during LSI's regular office hours, LSI shall remotely assist Licensee with the installation and configuration of the Software, and any updates, upgrades and new versions to which Licensee may be entitled hereunder during the Subscription Period; provided that such computer equipment satisfies LSI's Minimum Requirements for the Software as specified in the Documentation.

14. 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.

15. 15. General

(a) Entire Agreement. Licensee acknowledges that it has read this Agreement and understands and agrees to be bound by its terms and conditions. Licensee further acknowledges and agrees that this Agreement evidences the complete and exclusive agreement between the parties relating to the subject matter set forth herein, and supersedes any prior proposals, understandings or other agreements of any kind between the parties, whether express or implied, and oral and written.

(b) Force Majeure. Any delay or failure of either party to perform its obligations under this Agreement in a timely manner will be excused for the duration of the underlying Force Majeure Event (defined below) to the extent

   (i) caused by an event or occurrence beyond such party's reasonable control,

   (ii) without such party's fault or negligence and

   (iii) such event or occurrence could not have been reasonably foreseen by such party, or was otherwise unavoidable. Examples of such events or occurrences include, without limitation, tornado, hurricane, earthquake, volcano, fire, flood, tsunami, governmental embargo, civil unrest, riot, war, act of terrorism, public health emergency, pestilence, or pandemic and any related quarantines and/or other restrictions on travel or movement of persons or goods resulting therefrom, explosion or other natural or man-made disaster of any kind not caused by the party whose performance was delayed or prevented (each, a "Force Majeure Event"). In no event, however, will Licensee's inability to pay for any License(s) provided by LSI hereunder or to otherwise perform any of its pecuniary obligations hereunder, be regarded as constituting a Force Majeure Event, or as otherwise relieving Licensee of any such obligations, in whole or in part.

(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.

(d) Governing Law and Venue. The parties' rights and obligations under this Agreement will be governed by and construed in accordance with the applicable laws of the United States of America and the laws of the State of Texas, and jurisdiction and venue in any action arising hereunder will lie exclusively in the Federal District Court for the Northern District of Texas, located in Dallas, Texas.

Tyler, October 2020

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