End user license agreement for RadCalc Software (this "Agreement")

Status October 2022

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Licenses contemplated by this Agreement are effective as of the date Licensee first accepts delivery of, installs, activates, or otherwise uses or accesses the Software (the "Effective Date"). Licensee's conduct in accepting, 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 these terms and conditions, then it will have no right to install, activate or use the Software and must refrain from doing so.

1. License

Subject to the terms and conditions set forth in this Agreement, and in the applicable purchase order, ordering document, or other similar agreement between Licensee and LSI, or Licensee and a third-party Vendor, if applicable (each, a "Purchase Order"), and Licensee's continuing compliance with its obligations under this Agreement and Purchase Order, Licensor hereby grants to Licensee, and Licensee accepts from Licensor, the nonexclusive, nontransferable right and Licenses to use the Software and any accompanying documentation provided by LSI (and/ or Vendor, if applicable) (the "Documentation") and any updates, upgrades, and new releases thereof which Licensor may provide to Licensee in fulfillment of its maintenance and support obligations hereunder, only at the specific locations listed in Purchase Order, and such alternate or additional locations as LSI (and Vendor, if applicable) may agree in writing.

2. Installation, Activation and Commissioning of the Software

(a) Assistance with Remote Installation. Subject to the limitations set forth in Section 10 below, and at a time mutually agreeable to the parties within sixty (60) days after Licensor's delivery of the Software to Licensee, LSI (or Vendor, if applicable) shall, at no additional charge, 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 Warranty Period (defined below); provided that the computer equipment of Licensee satisfies LSI's minimum requirements for the Software as specified in the Documentation.

(b) Any installation, activation, commissioning and acceptance of the Software shall be performed by Licensee and its duly trained and qualified personnel, in accordance with LSI's instructions and documented system requirements for installation of the Software, and subject to LSI's activation requirements.

3. License Fee

In consideration of Licenses granted by Licensor hereunder, Licensee shall and does hereby agree to pay Licensor the applicable license fees specified by Licensor on the terms specified in Purchase Order, (collectively, the "License Fees", whether one or more), together with any applicable sales or use taxes, VAR taxes, or other taxes of any kind and on the terms and conditions set forth therein. License Fees payable by Licensees for Licenses granted by Vendors will be determined by Vendors as opposed to LSI.

4. Term

The term of this Agreement and Licenses granted hereunder will continue in perpetuity unless sooner terminated by a party in accordance with Section 12 below.

5. Ownership

Licensee acknowledges and agrees that:

(a) The Software and the Documentation are 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, derivative works, and 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 the Documentation.

6. Data

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7. Restrictions

(a) Copies. Except as otherwise expressly provided herein or under applicable law, 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 the Documentation to be stored off-site for backup, disaster 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 (3) permit or allow the Software to be used for the benefit of any third party other than patients who are being treated at locations specified in Purchase Order.

(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, its Vendors and their respective owners, officers and representatives (collectively, the "Indemnified Parties"), 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 any of covenants, restrictions, duties or obligations set forth herein, including without limitation, those set forth in Section 7.b.i-.ii above. Licensee further agrees to indemnify and hold the Indemnified Parties 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 in connection with any such Claims.

(c) No Reverse Engineering; Circumvention of License Management and Control System. Licensee covenants and agrees that it will not, directly or indirectly:

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(ii) make any alterations, modifications or enhancements to the Software and/ or to Licensee's computer equipment or systems, or the set-up or configuration thereof which have the effect of circumventing or otherwise hindering LSI's License Management and Control System or related processes in any way that allows or would actually allow Licensee to use the Software outside of the term of the Licenses.

(d) No Assignment. Neither this Agreement, nor any right, license or obligation on part 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 the prior written consent of LSI in each instance, and any attempt by Licensee to do so will not be binding upon LSI. For purposes of this Agreement, any purported transfer or assignment of Licenses granted hereunder by operation of law or otherwise resulting from a merger, consolidation, or other reorganization of Licensee with or into a third party will be regarded as a prohibited assignment unless otherwise approved or ratified by LSI (and Vendor, if applicable) in writing.

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8. Limited Warranty

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

   (i) LSI will use its best, commercially reasonable efforts to ensure that the Software operates in conformance with the published specifications for a period of twelve (12) months after the Effective Date (the "Warranty Period"); and

   (ii) any services will be performed in a professional and workmanlike manner, and warranted for a period of ninety (90) days from the date upon which such services were performed.

   The foregoing warranties 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 herein.

(b) Submission of Claims; Remedies. Warranty-related claims must be submitted in writing to LSI (and Vendor, if applicable) 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 as required above, 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 nonconformity within such period of time, Licensee may terminate this Agreement upon written notice to LSI (and Vendor, if applicable) at any time within ten (10) days thereafter and receive a pro-rata refund from Licensor of all pre-paid License Fees paid by Licensee with respect to the nonconforming Software, based on a useful life of thirty-six (36) months from the Effective Date, as its sole and exclusive remedy.

(c) Waiver of Other Warranties. Licensee hereby acknowledges and agrees that neither LSI nor Vendor (if applicable) has made any 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 THIS SECTION ABOVE, LICENSEE ACCEPTS THE SOFTWARE AND THE DOCUMENTATION "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.

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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 LSI determines that none of the foregoing alternatives is technically or economically feasible, LSI (and Vendor, if applicable) reserves the right to terminate this Agreement and in such event, Licensor shall provide Licensee with a pro rata refund of all pre-paid fees actually paid by Licensee for the Software in question, based on a useful life of thirty-six (36) months from the Effective Date, without further liability.

10. Limitation of Liability

(a) MAXIMUM LIABILITY. LICENSEE AGREES THAT THE MAXIMUM AGGREGATE LIABILITY OF LSI (AND VENDOR, IF APPLICABLE) UNDER THIS AGREEMENT IS AND SHALL BE LIMITED TO THE AMOUNT OF THE LICENSE FEES ACTUALLY PAID BY LICENSEE FOR THE SOFTWARE OR OTHER PRODUCT OR SERVICE WHICH IS THE SUBJECT OF A CLAIM.

(b) CONSEQUENTIAL DAMAGES. IN NO EVENT WILL LSI (AND/ OR VENDOR, IF APPLICABLE) BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE 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.

11. Confidentiality

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   (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 (and/ or Vendor, if applicable); or

   (iii) becomes available to Licensee on a non-confidential basis from a source other than LSI (and/ or Vendor, if applicable) 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 License(s) granted herein at any time upon written notice to LSI (and Vendor, if applicable) with or without cause.

   (i) Without Cause. If Licensee terminates without cause, then it shall forfeit any Licensee Fees.

   (ii) For Breach. If Licensee gives notice of its intent to terminate for cause due to the occurrence of a breach on the part of LSI (or Vendor, if applicable) unless such breach is cured within thirty (30) days after the breaching party's receipt of such written notice, and such breach is not thereafter cured prior to the expiration of such thirty (30) day period of time, then Licensee shall be entitled to a pro-rata refund from Licensor of any pre-paid License Fees paid by Licensee for the Software, based on a useful life of thirty-six (36) months from the Effective Date.

(b) By LSI (and/ or Vendor, if applicable) for Cause. LSI (and/ or Vendor, if applicable) may terminate this Agreement and License(s) granted herein at any time and without further notice if 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, or under any similar bankruptcy or insolvency proceeding in the jurisdiction in which Licensee is located, if other than the United States of America, which is not dismissed within thirty (30) days following the date filed.

(c) Cessation of Use. Upon the expiration or earlier termination of this Agreement or any 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.

(d) Survival. Under no circumstances will the termination of this Agreement or any 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

(a) Maintenance and Support During Warranty Period. LSI (or Vendor, if applicable) shall provide remote technical support for the Software via telephone and e-mail during its regular business hours during the Warranty Period. If applicable, Vendor may forward telephone calls or email requests for technical support which are in English-language to LSI for its direct response during LSI's regular business hours. Any updates, upgrades and new releases to the Software released by LSI during the Warranty Period will be provided at no

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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.

(b) Extended Maintenance and Support Services. LSI (and Vendor, if applicable) 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 either LSI (or Vendor, if applicable) be obligated to maintain or support any Software for more than twelve (12) months following the date of LSI's initial release of any new version or release of the Software.

14. 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 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 Licenses 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) Modification or Amendment. No modification or amendment to or of this Agreement is effective unless made and entered into in writing and signed by each party, and approved by LSI in writing.

(e) Successors and Assigns. This Agreement is binding on and inures to the benefit of the parties and their respective permitted successors and permitted assigns.

(f) Export Regulation. Licensee acknowledges that the Software may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. Licensee shall not, directly or indirectly, export, re-export, or release the Software to, or make the Software accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Licensee shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Software available outside the US.

(g) US Government Rights. The Documentation and the Software are each a "commercial product" as defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Licensee is an agency of or contractor for the US Government or any contractor therefor, then Licensee will only receive those rights with respect to the Software and the Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government licensees and their contractors.

(h) Governing Law and Venue. The parties' rights and obligations under this Agreement will be governed by and construed in accordance with the laws of the State of Texas and the applicable laws of the United States of America, without regard to any conflicts of laws provisions, to the extent they would require or permit the application of the laws of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. 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; provided, that if such court does not have subject matter jurisdiction, then jurisdiction and venue will lie in exclusively in the courts of the State of Texas located in Dallas County, Texas.

(i) Waiver of Jury Trial. Each party acknowledges and agrees that any controversy that may arise under this Agreement will likely involve complicated and difficult issues. Each Party therefore irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

Tyler, October 2022

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United States of America

and its authorized distributors and sub-distributors

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