



Extended Maintenance and Support Services Agreement for RadCalc Software (this "Agreement")

Status October 2022

LifeLine Software Inc., a Texas corporation ("LSI"), has developed and published RadCalc Software (the "Software"). LSI may provide Extended Maintenance and Support Services (defined below) for the Software directly and/ or through Vendors (defined below). In either case, LSI's, Vendor's (if applicable) and the Licensee's rights and obligations relative to such Extended Maintenance and Support Services are subject to the terms, conditions, and restrictions in this Agreement, and in Purchase Order (defined below).

The terms and conditions set forth in this Agreement are an integral part of Purchase Order, which is incorporated herein by reference and amended to include the additional terms and conditions set forth herein, which apply to LSI's (and Vendor's, if applicable) provision of Extended Maintenance and Support Services described in Purchase Order.

BY YOUR CONDUCT IN SUBMITTING A PURCHASE ORDER TO LSI (AND/ OR VENDOR, IF APPLICABLE) WHICH INCORPORATES THIS AGREEMENT BY REFERENCE, YOU ACKNOWLEDGE AND AGREE THAT (1) YOU HAVE REVIEWED, UNDERSTAND AND AGREE TO BE BOUND BY THIS AGREEMENT, AND (2) THERE ARE NO OTHER AGREEMENTS BETWEEN YOU AND LSI (AND/ OR VENDOR, IF APPLICABLE) RELATING TO EXTENDED MAINTENANCE AND SUPPORT SERVICES OR ANY SIMILAR SERVICES OF ANY KIND, EXCEPT FOR THOSE PROVISIONS OF THE EULA (DEFINED BELOW) WHICH APPLY TO LSI'S (AND/ OR VENDOR'S, IF APPLICABLE) OBLIGATION TO PROVIDE MAINTENANCE AND SUPPORT SERVICES DURING THE WARRANTY PERIOD SPECIFIED IN THE EULA

1. Defined Terms

As used herein,

- (i) "EULA" means the End User License Agreement between you and Licensor, which governs your rights and obligations relating to the use of the Software;
- (ii) "Extended Maintenance and Support Services" means the services described in Purchase Order;
- (iii) "Extended Maintenance Period" means the extended maintenance period specified in Purchase Order;
- (iv) "Fees" means the fees specified in Purchase Order;
- (v) "Licensor" sometimes refers to LSI in those instances where LSI is also Vendor identified in Purchase Order, and sometimes refers to Vendor in those instances where LSI is not Vendor identified in Purchase Order;
- (vi) "Purchase Order" means a quotation, invoice, purchase order, ordering document, or other similar agreement between you and LSI, or you and the Vendor, if applicable. Each Purchase Order describes (i) the scope and Fees of Extended Maintenance and Support Services described therein, and (ii) the Extended Maintenance Period during which those services may be provided by LSI (and/ or Vendor, if applicable);
- (vii) "Software" means the software described in Purchase Order, as owned or otherwise licensed by LSI;
- (viii) "Vendor(s)" means distributors authorized by LSI to perform Extended Maintenance and Support Services and/ or their authorized sub-distributors, as well.

Additional terms which are used but not otherwise defined above will have the meanings ascribed to such terms upon their first usage herein.

2. Acceptance

If you ask LSI (or Vendor, if applicable) to submit an invoice to you for Extended Maintenance and Support Services for a given Extended Maintenance Period and Fees, then

- (i) you will be deemed to have offered to engage LSI (and Vendor, if applicable) to provide Extended Maintenance and Support Services for Extended Maintenance Period for Fees you've specified, subject to this Agreement, and
- (ii) LSI (or Vendor, if applicable) will not be deemed to have accepted that offer until its delivery of the requested invoice. Upon your submission of Purchase Order or payment in response to Purchase Order, you will be deemed to have offered to engage LSI (and Vendor, if applicable) to provide Extended Maintenance and Support Services for Extended Maintenance Period and Fees specified therein subject to this Agreement, exclusively.

Any other terms, agreements, and documents that you may submit in connection with any such purchase order shall not be binding upon LSI (and Vendor, if applicable) notwithstanding anything to the contrary contained therein. LSI (and Vendor, if applicable), will not be bound under any quotation or Purchase Order you may submit, prior to its delivery to you of an invoice for Extended Maintenance and Support Services, which references the same Extended Maintenance Period and the same Fees specified in your original quotation or purchase order.

3. No Obligation to Accept Purchase Order; Conditional Acceptance

Notwithstanding the above or any understanding you may have to the contrary pursuant to any other agreement between you and LSI, and/ or you and Vendor, if applicable, you acknowledge and agree that LSI and Vendor, if applicable, shall have no duty or obligation to accept any Purchase Order, and that LSI's (and Vendor's, if applicable) acceptance of any such Purchase Order may be conditioned upon such factors as it may deem reasonably necessary and/ or appropriate in its sole discretion, and that such conditions may include, without limitation,

- (i) your continual and uninterrupted subscription for Extended Maintenance and Support Service Fees for all periods subsequent to the expiration of the Warranty Period specified in the applicable EULA;
- (ii) your payment to LSI (or Vendor, if applicable) of Fees for the Software payable under the EULA, for the most recent version of the Software released by LSI during any period in which you had not subscribed for Extended Maintenance and Support Services, or such lesser amounts as LSI (or Vendor, if applicable) may otherwise agree in writing.

4. Suspension of Services for Non-Payment or Other Breach

If you fail to pay any Fees for Extended Maintenance and Support Services, or for any other fees or amounts of any kind which you may owe LSI (or Vendor, if applicable) under any other agreement(s) between you and LSI, and/ or you and Vendor, if applicable, within the terms specified in Purchase Order, then LSI (and/ or Vendor, if applicable) may suspend its provision of Extended Maintenance and Support Services hereunder without notice or demand and without any liability hereunder, until such time as all outstanding amounts, including accrued and unpaid interest at the rate of 1.5% per month, have been paid in full.

LSI (or Vendor, if applicable) reserves the right to terminate Purchase Order and this Agreement (the "Maintenance and Support Agreement") upon written notice at any time in the event that any Fees or other amounts remain outstanding for more than ninety (90) days, and in such event, shall be entitled to the recovery of damages in an amount equal to the full amount of all Fees specified in Purchase Order, and such other damages to which it may be entitled under applicable law, including without limitation, costs of collection, reasonable attorneys' fees and court costs.

5. Limited Warranty; Exclusive Remedy

LSI (and/ or Vendor, if applicable) represents and warrants that all Extended Maintenance and Support Services provided hereunder will be provided in a good and workman-like manner, and that LSI will use its best commercially reasonable efforts to ensure that the Software continues to operate in accordance with its published specifications during Extended Maintenance Period. The foregoing warranties will be null and void, however, if you make or attempt to make any modifications or enhancements to the Software or use it in violation of any of the restrictions set forth herein.

If you believe the Software has failed to operate in conformance with its published specifications at any time during Extended Maintenance Period, you must submit a written warranty claim to LSI (and Vendor, if applicable) with a detailed description of the alleged non-conformity. Upon receipt of such claim, LSI shall use its best, commercially reasonable efforts to correct such nonconformity within thirty (30) days.

If LSI fails to remedy the nonconformity to your reasonable satisfaction within such period of time, then you may terminate the Maintenance and Support Agreement at any time upon written notice to LSI (and Vendor, if applicable) and receive a pro-rata refund of any prepaid Fees for the remainder of Extended Maintenance Period, as your sole and exclusive remedy.

6. Waiver of Other Warranties

You hereby acknowledge and agree that neither LSI nor Vendor (if applicable) has made any other representations or warranties relating to Extended Maintenance and Support Services to be provided hereunder, has not given you any other assurances aside from those expressly set forth in this Agreement, and that the only representations and warranties which LSI and Vendor (if applicable) has made in relation to Extended Maintenance and Support Services are those expressly set forth herein.

YOU HEREBY EXPRESSLY WAIVE ANY AND ALL WARRANTIES, REPRESENTATIONS AND ASSURANCES OF ANY KIND, EXPRESS OR IMPLIED, EXCEPT FOR THOSE WHICH ARE EXPRESSLY SET FORTH HEREIN IN WRITING, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.



7. LIMITATIONS OF LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT:

- (i) THE MAXIMUM AGGREGATE LIABILITY OF LSI (AND/ OR VENDOR, IF APPLICABLE) UNDER THIS AGREEMENT AND PURCHASE ORDER IS AND SHALL BE LIMITED TO THE AMOUNT OF FEES YOU'VE ACTUALLY PAID FOR EXTENDED MAINTENANCE AND SUPPORT SERVICES DESCRIBED THEREIN.
- (ii) 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 POSSIBILITY OF SUCH DAMAGES.

8. Co-Terminus with Software License

In addition to the suspension and termination rights set forth in Sections 4 and 5 above, you and Licensor each acknowledge and agree that Extended Maintenance Period will be co-terminus with your license for the Software, and that Licensor shall have no duty or obligation to provide Extended Maintenance and Support Services for any Software for which you do not have a valid and current license, or for which your license has otherwise been terminated and/ or revoked.

In the event that your license to use the Software is terminated and/ or revoked prior to the expiration of Extended Maintenance Period for any reason other than a breach of any of the restrictions or other obligations on your part under the applicable EULA, then Licensor shall provide you with a pro-rata refund of any prepaid Fees for the remainder of Extended Maintenance Period, and shall have no further duty or obligation hereunder.

9. Governing Law and Venue

The parties' rights and obligations under Purchase Order, this Agreement, and any and all other agreements relating to LSI's and/ or Vendor's provision of Extended Maintenance and Support Services, shall 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.

10. 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.

11. Entire Agreement

This Agreement and Purchase Order in which it is incorporated by reference are the complete and exclusive agreement between you and LSI (and/ or Vendor, if applicable) relating to its provision of Extended Maintenance and Support Services, and supercedes any prior agreements of any kind, whether express or implied, and oral and written.

Any terms and conditions which may be contained in any other Purchase Order, service order or other form of ordering document that you may submit to LSI and/ or Vendor, if applicable, will be void and of no effect, and will not be binding upon LSI and/ or Vendor, if applicable, under any circumstances.

12. 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 your inability to pay any Fees hereunder or to otherwise perform any of your pecuniary obligations hereunder, be regarded as constituting a Force Majeure Event, or as otherwise relieving you of any such obligations, in whole or in part.

13. Non-Waiver

The waiver or failure of any 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.

14. 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.

15. Successors and Assigns

This Agreement is binding on and inures to the benefit of the parties and their respective permitted successors and permitted assigns.

Tyler, October 2022

LifeLine Software, Inc. (Developer and Publisher of RadCalc Software)

102 N College Ave Ste 1014

75702-7287 Tyler, TX

United States of America

and its authorized distributors and sub-distributors