



Subscription-based license agreement for RadCalc Software (this "Agreement")

Status October 2022

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Licenses contemplated by this Agreement are effective as of the beginning date specified in the Purchase Order (defined below) or the date of Licensor's acceptance thereof, whichever is later (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 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 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, non-transferable 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, during the period commencing on the Effective Date and continuing throughout the term of the subscription period (the "Subscription Period") specified in Purchase Order, and at the specific locations designated therein or such alternate or additional locations as LSI (and Vendor, if applicable) 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.
- (c) **Renewal of Subscription Period.** Upon Licensor's offer and Licensee's acceptance to renew the Subscription Period, Licensee may continue using the Software until the expiration or earlier termination thereof subject to such terms and conditions as LSI may specify and as Licensee may agree from time to time in connection with any such renewal, and notwithstanding anything to the contrary in any Purchase Order submitted by Licensee. The terms and conditions of this Agreement will govern and prevail over any conflicting terms in any Purchase Order.

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 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. 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 (and/ or Vendor, if applicable) may reasonably require, Licensee may be required to re-activate the Software using a new or updated registration key. 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 Licenses previously granted to Licensee, then Licensee will be notified that the activation has failed. In that event, Licenses granted hereunder will be subject to Licensee's 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.

- (c) **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 initial 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 Subscription Period; provided that computer equipment of Licensee satisfies LSI's minimum requirements for the Software as specified in the Documentation.
- (d) 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 Fees

In consideration of Licenses granted by Licensor hereunder, Licensee shall and does hereby agree to pay Licensor the applicable subscription-based license fees specified by Licensor 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.

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4. Limited Term of License

Licensee hereby acknowledges and agrees that the term of 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 the Documentation are 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, derivative works and 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, 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 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 Subscription 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 Subscription Management and Control System or related processes in any way that allows or would actually allow Licensee to use the Software outside of the Subscription Period.
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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 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 may be provided or otherwise made accessible to Licensee at no additional cost during the Subscription 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 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 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, 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, 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 License Fees paid by Licensee with respect to the nonconforming Software for the Subscription Period at issue.

- (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 SECTION 8.a., 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.

9. Noninfringement

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- (i) indemnify and hold Licensee, its officers, directors, employees, agents, and insurers harmless from and against all liabilities, damages, costs and expenses, including reasonable 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 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 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 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 FOR THE MOST RECENT SUBSCRIPTION PERIOD ACTUALLY PAID BY LICENSEE HEREUNDER FOR THE SOFTWARE IN QUESTION, AND NEITHER LSI NOR VENDOR SHALL HAVE ANY 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 (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.

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, the Documentation, or copies thereof to any third parties or otherwise permit any of its employees or others who have access to the Software and the Documentation to do so. Licensee shall keep the terms and conditions of this Agreement, the Software, the Documentation and all such programs and copies thereof confidential and cause its employees and others who have access to the Software and the 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 Vendor, if applicable); or
 - (iii) becomes available to Licensee on a non-confidential basis from any 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 prepaid Licensee Fees for the remainder of the Subscription Period.
 - (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 for the remainder of the Subscription Period in question.
- (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 during Subscription Period

Technical Support. 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 Subscription 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 Subscription Period will be provided at no additional charge. LSI represents and warrants that any updates, upgrades and new releases provided during the Subscription Period will operate in accordance with their published specifications during the remainder of the Subscription Period.

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 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 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 applicable laws of the State of Texas and the applicable laws of the United States of America of, 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

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

and its authorized distributors and sub-distributors