

**EMERGENT CONNECT SOFTWARE LICENSING AGREEMENT
END-CUSTOMER AGREEMENT FOR PARTNERS**

THIS AGREEMENT is entered into as of _____ ("Effective Date") by and between _____ with offices at _____ hereinafter "Licensee", and _____ with offices at _____ and ADDRESS, hereinafter "Licensor". Licensee and Licensor shall be collectively known as "the Parties".

WHEREAS, Licensee wishes to license software for the purpose of viewing, storing and transferring of medical images and Licensor desires to permit the use of its software according to this License.

NOW THEREFORE, the parties hereto agree as follows:

1. GRANT OF LICENSE

Licensor grants to Licensee the right to the use of Licensor's software programs, materials, periodic software updates, and ancillary programs or documentation, more particularly described in Exhibit A (collectively, the "Software"). The Software is licensed, not sold. Licensor is granted a non-exclusive, non-transferable license, to install and use the Software subject to the terms and conditions contained herein, without rights to sublicense to any third party or subsidiary or assign of Licensor.

Licensee may:

- A. Access the Software on Licensor's computers for the business location(s) specified in Licensor's setup:
- B. Obtain additional user licenses with specific logon usernames for all persons, whom Licensee designates with permission to create, modify or delete data within the Licensed Software.
- C. Use and execute the Software for purposes of serving the internal needs of Licensee's business, including, without limitation, using the Licensed Software for the benefit of Licensee's customers.

Subject to the terms and conditions of this Agreement, Licensor grants to Licensee a non-exclusive, non-transferable license to use the Software identified in Exhibit A (the "Licensed Programs") for the purpose of viewing, storing and transferring of medical image. Licensee may use the Licensed Programs in executable format for its own use.

2. CONSIDERATION

Licensee shall pay, upon delivery of the Software, the license fees set forth in Exhibit B attached hereto.

License fees do not include any shipping, duties, bank fees, sales, use, excise or similar taxes due. If Licensor is required to pay any such amounts, Licensee shall reimburse Licensor in full.

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The original and any copies of the Licensed Software, including translations, compilations, partial copies, modifications, and updates, are the property of Licensor.

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All rights not expressly granted are reserved. Licensee may not:

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- C. Copy the Software or Documentation (except for back-up or archival purposes);
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Any such forbidden use shall immediately terminate its license to the Software and Documentation.

Licensee agrees that it shall only use the Software and Documentation in a manner that complies with all applicable laws, regulations and the like in the jurisdictions in which it uses the

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Licensee agrees and understands that although Licensor takes steps to prevent errors, the Software may contain errors affecting proper operation. Licensor reserves the right at any time to, but is not obligated to provide Updates to the Software. Update shall mean a change to the Software and/or Products designed to correct defects, but does not materially change functionality. Upgrade shall mean a change to the Software that adds functionality or otherwise implements substantial additional capability. Licensor reserves the right at any time to, but is not obligated to provide Upgrades to the Software. Licensee agrees that Licensor shall have the sole authority to determine which Upgrades are included in Licensee's license subscription and which updates are considered separate Products. If any such Updates or Upgrades are provided to Licensee by Licensor, such Updates and Upgrades will be considered a part of the Software and subject to the terms and conditions of this Agreement.

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10. INDEMNIFICATION

The Software is not intended to replace the skill and judgment of a qualified medical practitioner and should only be used by those that have been appropriately trained in the Software's functions, capabilities and limitations. For example, and without limitation, various functions of the Software, including Multi-Planar Reconstruction, are intended for use only as an adjunct to two-dimensional medical image display techniques. Licensee agrees to hold harmless, indemnify and defend Licensor, its suppliers, officers, directors and employees, from and against any losses, damages, fines and expenses (including attorneys' fees and costs) arising out of or relating to Licensee's use of the Software. LICENSEE ASSUMES ALL RISK DERIVED FROM USE OF THE SOFTWARE, DOCUMENTATION, AND RELATED MATERIALS.

11. SERVICE LEVEL AGREEMENT, DATA STORAGE, AND REMEDY

“Downtime” is a Licensee’s inability to access the Software due to circumstances other than those specified in Section 9. Emergent Connect warrants that during the Term, the Software shall be operational at least 99.9% of the total hours of any particular month (“SLA”), meaning that Downtime in any month shall not exceed 0.1%. The SLA does not apply to Downtime attributable to (i) events of Force Majeure as defined in Section 13, (ii) acts or omissions of Licensee which are in contravention of this Agreement, or (iii) scheduled maintenance of the Software by Emergent Connect.

All Licensee’s data is stored following Emergent Connect Information Security Policy (available upon request). In summary, all data is stored and continuously backed up in two geographically diverse data centers, each with at least two separate servers supporting duplicate copies of all data. Within five minutes of Emergent Connect receiving Licensee’s data, said data will have been duplicated, sent, received, stored, and backed up across all the aforementioned server locations. This results in a data durability and reliability standard more than 99.999999%.

If Licensee believes that Emergent Connect has failed to meet the SLA, Licensee must contact Emergent Connect in writing within fifteen (15) business days of the month in which Customer believes Emergent Connect has failed to meet the SLA. The Licensee will provide the dates and times of each excessive Downtime incident that are being claimed along with any logs, error reports, and documentation that corroborate the claimed excessive Downtime. Failure to provide such notice will result in forfeiture of Licensee’s right to receive any remedy for excessive Downtime. In the event that it is shown Emergent Connect did not meet the SLA, Emergent Connect’s sole obligation to Licensee will be to provide a credit to Licensee against future fees payable under this Agreement equal to the percentage amount by which the actual Downtime of the Software exceeds 0.1% in the particular month. Such credit shall be calculated on a monthly basis. Then Emergent Connect will issue the credit to the Licensee within one billing cycle following the month in which your request is confirmed by us. The remedy set forth above shall be Licensee’s sole and exclusive remedy for a breach of the SLA. By way of example, if actual Downtime for the month was 5.1%, Customer would receive a credit equal to 5% of the amount payable for the month in which the excessive Downtime occurred (5.1% - 0.1%).

12. TERMINATION

This Agreement will automatically terminate at the end of the License Term, Subscription Period, or if Licensee fails to comply with any term hereof, including failure to make any required payment when due. Licensee may also terminate this Agreement at any time by notifying Licensor in writing of termination. Licensor will provide a notice and cure period in event of default. Upon termination and for a period of 60 days thereafter, (the “Tail Period”), Licensee will continue to have online access to the Software and Documentation for the purpose of viewing and downloading archived images and reports. After the Tail Period, the Licensor will maintain all the Licensee’s archived images and reports for a period of seven (7) years, but will revoke online access to the Software for all users. Without prejudice to any other rights, at the end of

the Tail Period, Licensee shall immediately discontinue use of the Software and Documentation and shall within three (3) days return to Licensor, or certify destruction of, all full or partial copies of the Software, Documentation and related materials.

At any time during this seven (7) year period, upon Licensee's written request, Licensee can provide a storage medium, either physical or virtual, designated by the Licensee, to the Licensor. The Licensor will provide a quote, within three (3) business days of receipt of the Licensee's written request, for the estimated service charge related to transferring the Licensee's archived images and reports. The service charge determined by the Licensor is \$195.00 per hour for the allocation of IT resources to complete the transfer of Licensee's data, but not to exceed a maximum quote of \$20,000.00. After Licensee's written acceptance of the quote, the Licensor will return the storage medium, with all the Licensee's archived images and reports, back to the Licensee within 30 days of receipt of the accepted quote. If termination, determined by the Licensor, was the result of non-payment for services rendered via this Agreement, Licensee must bring all past-due invoices current, with no outstanding balances due, prior to Licensor transferring any archived images and reports as described above.

13. MISCELLANEOUS

This Agreement shall constitute the complete and exclusive agreement between the Parties, notwithstanding any variance with any other written instrument submitted by Licensee, whether formally rejected by Licensor or not. The terms and conditions contained in this Agreement may not be modified except in a writing duly signed by Licensee and an authorized representative of Licensee. This Agreement is personal to Licensor, and may not be assigned without Licensor's express written consent. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and such decision shall not affect the enforceability of such provision under other circumstances, or of the remaining provisions hereof under all circumstances. The Parties specifically acknowledge and agree that this Agreement be drafted and fully enforceable as written in the English language.

Force Majeure. Neither party shall be held liable or responsible to the other nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligations under this Agreement to the extent, and for so long as, such failure or delay is caused by or results from causes beyond the party's reasonable control, including but not limited to any act of God, illness, incapacity, fire, natural disaster, accident, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil commotion, strikes, lockouts or other labor disturbances, the failure of any telecommunications or internet service providers, or any acts, omissions or delays in acting by any governmental authority.

14. CHOICE OF LAW AND ARBITRATION

This Agreement shall be governed by the laws of the Texas, without regard to conflicts of law provisions. The Parties' remedies in this Agreement are exclusive. Any claim brought by either Party must be brought within two years of the date the cause of action has accrued or is

forever waived. To the extent that Licensor has breached or has indicated its intention to breach this Agreement in any manner which violates or may violate Licensee's intellectual property rights, or may cause continuing or irreparable harm to Licensee (including, but not limited to, any breach that may impact Licensee's intellectual property rights, or a breach by reverse engineering),

Any dispute directly or indirectly arising out of this Agreement, whether brought by Licensor or Licensee, shall be submitted exclusively to binding arbitration. The Parties agree that by entering into this Agreement, they waive important rights, including but not limited to the right to a trial by jury. The Parties agree to submit any claim each may have to the American Arbitration Association, whose rules shall govern the selection of an Arbitrator and appropriate proceedings thereafter. The decision of the Arbitrator as to any dispute shall be final, and may be filed with a Court of competent jurisdiction for enforcement thereof.

This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.

15. TERM

The initial term of this agreement shall be (2) two years commencing on the effective date and continuing until the second anniversary of the effective date. After the initial term, this agreement shall automatically renew for successive terms of one (1) year each (each, an "Extended Term"), unless this agreement is terminated in accordance with Section 11 of this agreement or as otherwise provided by law.

16. LIMITATION OF LIABILITY

Licensor's liability to Licensee under any provision of this Agreement for damages incurred shall be limited to the amounts actually paid hereunder by Licensee to Licensor. In no event shall Licensee be liable for indirect, incidental, special, or consequential damages, including loss of use, loss of profits, or interruption of business, however caused or on any theory of liability.

17. NON-ASSIGNMENT

This Agreement and the Licenses granted by it may not be assigned, sublicensed, or otherwise transferred by Licensee without the prior written consent of Licensor.

18. EXPORT REGULATIONS

Licensee understands that Licensor is subject to regulation by agencies of the U.S. Government, including the U.S. Departments of Commerce and State, which prohibit export or diversion of certain technical products to certain countries. Licensee warrants that it will comply in all respect with the export and re-export restrictions set forth in the export license for the Software and all other applicable export regulations. Licensee agrees to indemnify and hold

Licensors harmless from any loss, damages, liability or expenses incurred by Licensor as a result of Licensee's failure to comply with any export regulations or restrictions.

19. ENTIRE AGREEMENT

This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and merges and supersedes all prior agreements, discussions and understandings, express or implied, concerning such matters. This Agreement shall take precedence over any additional or conflicting terms which may be contained in Licensee's purchase order or EMERGENT CONNECT's order acknowledgment forms.

IN WITNESS, WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

Licensee

Licensor (CHANNEL PARTNER)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

Definitions

1. "SOFTWARE" DEFINITIONS: Software means any of the Software provided under this Agreement on compact disc, via a web or ftp site, or on another medium, or through another delivery mechanism to include SOURCE CODE, SOFTWARE AND FUNCTION LIBRARIES, EXAMPLE PROGRAMS, TEST PROGRAMS AND APPLICATIONS, and USER MANUALS AND DOCUMENTATION.

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3. LICENSE: Emergent Connect grants the Licensee the right to use this Software under the following conditions

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5. ASSIGNMENT: Licensee may transfer your rights under this Agreement on a permanent basis, provided that you transfer this Agreement, all Licensed Software (including copies) and all related documentation (including its copies) and the recipient agrees to the terms of this agreement.

6. SEVERABILITY: Nothing contained in this Agreement shall be construed so as to require the commission of any act contrary to statute or law, and whenever there is any conflict between any provisions of this Agreement and any statute or law, contrary to which the parties have no legal right to contract the later shall prevail. In such event however, the provisions of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within the legal requirements