



Software License Agreement (US version)

HealthCast, Inc. (an Identity Automation LP company)

This Software License Agreement (“Agreement”) is dated and effective as of the date set forth in the Proposal (“Effective Date”), between Healthcast, Inc., a Delaware corporation, located at 7102 N. Sam Houston Pkwy W, Suite 300, Houston, TX 77064 (hereinafter referred to as “HealthCast”) and the Customer set forth in the Proposal (hereinafter referred to as “Organization”).

Definitions of terms used herein are set forth in Section 11.

In consideration of the mutual promises set forth in this Agreement, the Fees, and for other good and valuable consideration, the parties hereby consent and agree as follows:

1. Software License.

1.1. Rights to Use. During the Licensed Subscription Term, HealthCast grants to Organization a non-exclusive, revocable, non-transferable license to install (at Organization’s facility or at an Organization-controlled space within a third-party data center) and use the Software in accordance with the terms and conditions set forth in this Agreement. Organization’s use of the Software is limited to the number of Licensed Users for which Organization has paid the applicable Fees.

1.2. Reservation of Rights. All rights not expressly granted to Organization are reserved by HealthCast and its licensors.

1.3. Support Levels. HealthCast shall provide Organization with the level of support purchased by Organization and specified in the applicable Quote or Proposal, attached hereto as Exhibit A. HealthCast reserves the right, from time to time, to modify any of the support levels offered.

1.4. Organization Responsibilities. Organization shall: (a) be responsible for all Licensed Users’ compliance with the Agreement, (b) promptly notify HealthCast of any increase in the number of Licensed Users, (c) be solely responsible for the accuracy, integrity, and legality of Organization Data and the means by which it acquires and uses such Organization Data, (d) use the HealthCast Product in accordance with applicable laws, rules, regulations (including, without limitation, export, data protection and privacy laws, rules and regulations) and any HealthCast Product documentation, and (e) notify HealthCast immediately of any unauthorized possession of, use of, or access to, the HealthCast Product or any other materials provided by HealthCast to Organization.

1.5. Restrictions. Organization shall not, directly or indirectly: (a) sublicense, resell, rent, lease, distribute, market, commercialize or otherwise transfer rights or usage to the HealthCast Product or any modified version or derivative work of the HealthCast Product created by or for Organization, (b) provide the HealthCast Product, or any modified version or derivative work of the HealthCast Product created by or for Organization, on a timesharing, service bureau, service provider or other similar basis, (c) remove or alter any copyright, trademark or proprietary notice in the HealthCast Product, (d) reverse engineer, decompile, or disassemble the HealthCast Product (or permit or instruct third parties to do so), (e) copy any features, functions or graphics of the HealthCast Product for any purpose other than what is expressly authorized in this Agreement, (f) use the HealthCast Product in any way that would subject the HealthCast Product, in whole in or in part, to a Copyleft License, or (g) send or store spam, unlawful, infringing, obscene, or libelous material, or Malicious Code.

2. Proprietary Rights.

2.1. HealthCast Intellectual Property. Organization agrees that HealthCast and its suppliers own all Intellectual Property Rights in and to the HealthCast Product, including but not limited to any configuration, modifications, enhancements, or other customization developed or provided by the Organization. This Agreement does not convey or transfer any ownership rights in the HealthCast Product, or any Intellectual Property Rights therein, to Organization. HealthCast's name, logo, trade names and trademarks, including but not limited to, exactACCESS, quickACCESS, are owned by HealthCast, and no right is granted to Organization to use any of the foregoing except as expressly permitted herein. HealthCast and its suppliers reserve all rights, title, and interest in and to all copies of the HealthCast Product. For clarity, Organization recognizes and agrees that HealthCast owns all Intellectual Property Rights in and to all documentation, manuals and training materials provided by HealthCast to Organization. Organization shall keep every item to which HealthCast retains title (including the HealthCast Product) free and clear of all claims, liens and encumbrances (except those of HealthCast), and any act of Organization, voluntary or involuntary, purporting to create a claim, lien or encumbrance on such items shall be void. For clarity, the HealthCast Product and all other rights granted under this Agreement are for the sole use of Customer and its Licensed Users.

2.2. Ownership of Organization Data; License. As between Organization and HealthCast, Organization owns all Intellectual Property Rights in and to the Organization Data. Organization hereby grants a license to HealthCast to access, use and manipulate the Organization Data only to the extent necessary to perform its obligations under this Agreement.

2.3. Suggestions. HealthCast shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use, copy, modify, or distribute, including by incorporating into any product or service owned by HealthCast, any suggestions, enhancement requests, recommendations or other feedback provided by Organization and/or any of its Licensed Users, relating to any product or service owned by HealthCast.

3. Fees and Payment.

3.1. Fees. Fees are as set forth in the applicable Quote or Proposal, attached hereto as Exhibit A. Except as otherwise provided in an Quote or Proposal, fees set forth hereunder will be: (i) invoiced upon the Quote or Proposal date or upon HealthCast's acceptance of a purchase order, as applicable; (ii) quoted and payable in United States dollars; (iii) based upon the number of Licensed User licenses purchased, even if actual usage is lower; (iv) non-cancelable and non-refundable.

3.2. Renewal. Except as otherwise set forth in an Order Form, the Subscription Term of an Order Form shall automatically renew for additional one year terms, unless either party gives the other written notice of non-renewal at least 90 days prior to the end of the relevant Subscription Term. All fees will be due annually in advance 30 days prior to the applicable anniversary date, and any pricing or Subscription User changes for such renewal term will be reflected on such Identity Automation invoice. Identity Automation reserves the right to increase the fees set forth in a specific Order Form in connection with Subscription Term renewal in an amount not to exceed 5% per year.

3.3. Reporting. Upon HealthCast's request, Organization shall provide HealthCast with a written report in a mutually-agreed-upon format regarding the number of Organization's Licensed Users. For avoidance of doubt, Licensed Users accounts are specific to individual Licensed Users, and under no circumstance may Licensed Users accounts be shared among or by different Licensed Users. Subscription Users added under a specific Order Form during a month will be charged for that full monthly period and each of the monthly periods remaining in the then-current Subscription Term set forth on such Order Form at the Subscription User fee set forth on such Order Form. The number of Subscription Users purchased under a specific Order Form cannot be decreased during the relevant Subscription Term set forth on such Order Form.

3.4. Payment. Organization shall pay all fees specified in all Quote or Proposals within 30 days from the date of HealthCast's invoice. Notwithstanding the foregoing, if Organization purchases Licenses through a HealthCast Authorized Reseller and such HealthCast Authorized Reseller's Quote or Proposal or invoice includes different payment terms, the HealthCast Authorized Reseller's payment terms shall prevail. Organization agrees to provide HealthCast with complete and accurate billing and contact information.

3.5. Overdue Charges. HealthCast reserves the right to add a charge for late payments of fees; such late charge shall not exceed 1.5% of the total Fees per month, or the maximum rate permitted by law.

3.6. Taxes. Unless otherwise provided or as required by the applicable jurisdiction, all fees do not include Taxes, and Organization is responsible for paying all Taxes associated with its purchases hereunder, excluding any Taxes based on HealthCast's net income or property. If a certificate of exemption or similar document or proceeding is to be made in order to exempt the sale from sales or use tax liability, Organization shall obtain or pursue such certificate, document or proceeding.

3.7. Audit. Organization shall maintain accurate records (including, without limitation, the reports described above in Section 3.4) necessary to verify the number of Licensed Users. Upon HealthCast's or its third party appointee's written request, Organization shall provide HealthCast or its third party appointee with such records within ten (10) days. If Organization has more Licensed Users than Organization has paid for, Organization shall immediately pay the applicable fees for such additional Licensed Users, commencing on the Effective Date of the applicable Quote or Proposal.

4. Term and Termination.

4.1. Term. This Agreement commences on the Effective Date and continues in perpetuity in full force and effect unless otherwise provided for in the Agreement, or unless terminated in accordance with this Section 4.

4.2. Termination for Incurable Breach. The Agreement shall terminate immediately if Organization violates Section 1.5(f).

4.3. Termination by Organization or HealthCast. Either party may terminate this Agreement if the other party: (i) materially breaches its obligations hereunder and, where such breach is curable, such breach remains uncured for thirty (30) days following written notice of the breach or (ii) becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors and such petition or proceeding is not withdrawn or otherwise terminated within thirty (30) days of its initiation.

4.4. Effect of Termination; Surviving Provisions. Upon any termination or expiration of this Agreement, Organization shall immediately cease all use of the HealthCast Product and shall return to HealthCast or destroy all HealthCast Confidential Information in its possession in accordance with Section 5.2. Organization's obligation to make a payment of any outstanding, unpaid fees, the defined terms used in the Agreement and the terms of Sections 1.5, 2, 3, 4.4, 5, 6.2, 7, 8, 9, 10 and 11 shall survive termination or expiration of this Agreement.

5. Confidentiality.

5.1. Confidentiality. The Receiving Party will not disclose or cause to be disclosed any Confidential Information of the Disclosing Party, except (a) to those employees, representatives, or contractors of the Receiving Party who require access to the Confidential Information to exercise its rights under this Agreement and who are bound by written agreement not to disclose third-party confidential or proprietary information disclosed to such party, or (b) as such disclosure may be required by law or governmental regulation, subject to the Receiving Party providing to the Disclosing Party written notice to allow the Disclosing Party to seek a protective order or otherwise prevent the disclosure. Nothing in this Agreement will prohibit or limit the Receiving Party's use of information (a) previously known to it without obligation of confidence, (b) independently developed by or for it without use of or access to the Disclosing Party's Confidential Information, (c) acquired by it from a third party that is not under an obligation of confidence with respect to such information, or (d) that is or becomes publicly available through no breach of this Agreement. The Receiving Party acknowledges the irreparable harm that improper disclosure of Confidential Information may cause; therefore, the injured party is entitled to seek equitable relief, including temporary restraining order(s) or preliminary or permanent injunction,

in addition to all other remedies, for any violation or threatened violation of this Section. The structure, sequence and organization of the HealthCast Product are Confidential Information of HealthCast or its licensors.

5.2. **Destruction.** Within five (5) days after a Disclosing Party's request, or upon any termination or expiration of this Agreement, the Receiving Party shall return or destroy the Disclosing Party's Confidential Information.

5.3 **HIPAA. Health Insurance Portability and Accountability Act (HIPAA).** HealthCast shall be compliant with the appropriate Health Insurance Portability and Accountability Act of 1996 (HIPAA) sections requiring the use of standards for electronic health care transactions and recommendations concerning the standards, including security, to ensure privacy of individually identifiable health information for business partners. The parties do not contemplate that HealthCast will have access to Protected Health Information (as defined under HIPAA) under this Agreement. HealthCast shall immediately notify Organization if HealthCast becomes aware that Protected Health Information has been disclosed or made available to HealthCast. HealthCast agrees it shall not use or further disclose any Protected Health Information that it receives or accesses. If and to the extent that Organization Data were to involve Protected Health Information and to which HealthCast were to have access such that HealthCast would be deemed a "business associate" under law, the parties will negotiate and enter into a Business Associate Agreement, incorporated herein by reference to the extent entered into by the parties, that will establish the minimum scope and standards required by law.

6. Warranties, Exclusive Remedies and Disclaimers.

6.1. **HealthCast Warranties.** HealthCast warrants that (i) the Maintenance and Support Services will be performed in a manner consistent with general industry standards; (ii) for a period of thirty (30) days following its delivery, the HealthCast Product as originally delivered to Organization shall perform materially in accordance with the online user guide for the applicable HealthCast Product. For any breach of either warranty, Organization's sole and exclusive remedy shall be to terminate the Agreement pursuant to Section 4.3 and, notwithstanding anything to the contrary in Section 3.1 of the Agreement, have HealthCast refund to Organization the pro rata unused portion of any pre-paid Licensed fees.

6.2. **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE HEALTHCAST PRODUCT IS PROVIDED TO ORGANIZATION STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES AND SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO ORGANIZATION.

7. Limitation of Liability.

IN NO EVENT SHALL HEALTHCAST BE LIABLE, WHETHER BASED UPON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (EVEN IF HEALTHCAST HAS BEEN ADVISED OF OR COULD HAVE REASONABLY FORESEEN THE POSSIBILITY OF SUCH DAMAGES), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE, PROFITS OR BUSINESS, COSTS OF DELAY, COSTS TO ORGANIZATION OR OTHERS ARISING UNDER OR RELATED TO THIS AGREEMENT. HEALTHCAST'S AGGREGATE LIABILITY FOR ANY OTHER DAMAGES SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY ORGANIZATION TO HEALTHCAST UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE ACT OR OMISSION GIVING RISE TO THE LIABILITY. THE FOREGOING SHALL NOT LIMIT ORGANIZATION'S PAYMENT OBLIGATIONS UNDER SECTION 3.

8. Indemnity.

8.1. **By HealthCast.** HealthCast shall defend Organization from any third party action, suit or proceeding brought or made against Organization alleging that the Software or Organization's use of the Software infringes any United States

patent or United States federally registered copyright and HealthCast shall pay any expenses incurred by Organization (including reasonable attorneys' fees) and any final judgment entered against Organization in any such proceeding or agreed to in settlement, provided that (a) HealthCast is promptly notified in writing of such action, suit or proceeding, (b) HealthCast or its designee is given sole control of such defense and all related settlement negotiations, and (c) Organization gives all information and assistance reasonably requested by HealthCast or such designee. If any such action, suit or proceeding is brought or threatened, or if HealthCast believes any such action, suit or proceeding is imminent, HealthCast may, at its option, (i) procure for Organization the right to use the Software, or (ii) replace the Software with other suitable products that provide substantially similar functionality. In the event HealthCast determines that Organization will require rights from a third party to use the Software and HealthCast is unable to procure such rights for Organization or replace the Software with products that provide substantially similar functionality, and in lieu of the foregoing indemnity, HealthCast shall have the option of refunding a pro-rata portion of the then-current Fee(s) paid by Organization for the Software or the affected part thereof. HealthCast shall have no liability under this Section 8 or otherwise to the extent a claim or suit is based upon (a) use of the Software in combination with software or hardware not provided by HealthCast, if infringement would have been avoided in the absence of such combination, (b) modifications to the Software not made by HealthCast, if infringement would have been avoided by the absence of such modifications, (c) use of any version other than a current release of the Software, if infringement would have been avoided by use of a current release, or (d) any action or omission of Organization for which Organization is obligated to indemnify HealthCast under Section 8.2 below.

THIS SECTION 8 STATES HEALTHCAST'S ENTIRE LIABILITY AND ORGANIZATION'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT AND MISAPPROPRIATION CLAIMS BASED ON THE SOFTWARE OR SERVICES OR BOTH.

8.2. **By Organization.** Organization shall defend HealthCast from any third party action, suit or proceeding brought or made against HealthCast arising out of: (i) any breach of Sections 1.4 or 1.5 of this Agreement by Organization, its affiliates, employees agents, successors and assigns or Organization Customers; or (ii) relating to or based upon Organization Data or the activities conducted by Organization using the Software (other than the normal, ordinary, and intended uses of the Software), and Organization shall pay any final judgment entered against HealthCast in any such proceeding or agreed to in settlement; or (iii) any warranties or service level commitments made by Organization to third parties, provided that (a) Organization is promptly notified in writing of such claim or suit, (b) Organization or its designee has sole control of such defense and/or settlement, and (c) HealthCast gives all information and assistance requested by Organization or such designee.

9. United States Government Users.

9.1. **Commercial Computer Software.** The HealthCast Product is "Commercial Computer Software," as that term is defined in 48 C.F.R. 2.101, and as the term is used in 48 C.F.R. Part 12, and is a Commercial Item comprised of "commercial computer software" and "commercial computer software documentation".

9.2. **United States Federal Civilian Government Entities.** If Organization is a federal civilian government entity, HealthCast provides the HealthCast Product, for ultimate federal government end use solely in accordance with the license rights customarily provided to the public as defined in this "standard" or "customary" commercial license Agreement, as specified in 48 C.F.R. 12.212 (Computer Software) and 12.211 (Technical Data) of the Federal Acquisition Regulation ("FAR") and its successors.

9.3. **United States Department of Defense Agencies.** If Organization is any agency within the Department of Defense ("DOD"), HealthCast provides the HealthCast Product, for ultimate federal government end use solely in accordance with the license rights customarily provided to the public as defined in this "standard" or "customary" commercial Agreement, as specified in 48 C.F.R. §§227.7202-3 and 48 C.F.R. §§227.7202-4 of the DOD FAR Supplement ("DFARS") and its successors, and consistent with 48 C.F.R. 227.7202. This Government Users clause, consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202, is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses Government rights in computer software, computer software documentation or technical data related to the HealthCast Product under this Agreement and in any subcontract under which this commercial computer software and commercial computer software documentation is acquired or licensed.

10. General.

10.1. Publicity. HealthCast may include Organization's name and logo in customer lists on its website and/ or in its marketing collateral. Organization also agrees to: (i) serve as a reference for HealthCast; (ii) collaborate on press releases announcing or promoting the relationship with HealthCast; and (iii) collaborate on case studies or other marketing collateral for HealthCast. Organization shall not use HealthCast's name or logo or any other HealthCast trademarks, service marks, logos or slogans, without HealthCast's prior written consent. Any other verbal or written public statement made by Organization about HealthCast (other than a public filing or statement required by law) shall be approved by HealthCast in advance in writing.

10.2. Export Compliance. Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the HealthCast Product. Without limiting the foregoing, (i) each of HealthCast and Organization represents that it is not named on any U.S. government list of person or entities prohibited from receiving exports, and (ii) Organization shall not permit Licensed Users to access and/or use the HealthCast Product in violation of any U.S. export embargo, prohibition, or restriction.

10.3. Assignment. Organization may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of HealthCast. Any attempted assignment in breach of this section shall be void. This Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

10.4. Relationship of the Parties. HealthCast and Organization are independent contractors, and nothing in this Agreement or any attachment hereto will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties.

10.5. No Third-Party Beneficiaries. There are no third party beneficiaries to this Agreement.

10.6. Choice of Law and Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Texas and the federal U.S. laws applicable therein, excluding its conflicts of law provisions. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

10.7. Attorneys' Fees. The prevailing party in any legal action regarding the subject matter of this Agreement shall be entitled to recover, in addition to other relief, reasonable attorneys' fees and expenses at trial and on appeal.

10.8. Manner of Giving Notice. Notices regarding this Agreement shall be in writing and addressed to Organization at the address Organization provides, or, in the case of HealthCast, when addressed to HealthCast, LP, Attn: Chief Financial Officer at the address first appearing in this Agreement, or such other address as HealthCast may provide to Organization. Notices shall be deemed delivered (i) on the day of delivery, if delivered by hand during business hours; (ii) two business days after sending if delivered by a reputable and recognized overnight courier, (iii) upon the addressee's confirmation of receipt if sent by email. Notices regarding the HealthCast Product in general may be given by electronic mail to Organization's e-mail address on record with HealthCast and such notice shall be deemed to have been delivered twelve (12) hours after sending.

10.9. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform hereunder (excluding payment obligations) due to circumstances beyond such party's reasonable control, including acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (excluding those involving such party's employees), service disruptions involving hardware, software or power systems not within such party's reasonable control, and denial of service attacks.

10.10. Amendment and Waiver. No amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed (either manually or electronically) by an authorized representative of Organization and HealthCast. To the extent of any conflict between these terms and conditions (as may be modified by an amendment signed by Organization and HealthCast) and any other schedule or attachment hereto, these terms and conditions (as may be

modified by an amendment signed by Organization and HealthCast) shall prevail unless expressly stated otherwise. Notwithstanding any language to the contrary therein, and except as set forth in Section 3.5, no terms stated in a purchase order or in any other order document (other than an Quote or Proposal expressly incorporated herein) shall be incorporated into this Agreement, and all such terms shall be void. For purposes of clarity, no conflicting or additional terms contained in any Organization purchase order shall apply, even if the purchase order is accepted by HealthCast, and the terms of this Agreement shall govern any such order. No failure or delay in exercising any right hereunder shall constitute a waiver of such right. Except as otherwise provided, remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

10.11. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions shall remain in effect.

10.12. **Entire Agreement.** This Agreement (including all Exhibits and Quote or Proposals) is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof. In case of any conflict between the terms of this Agreement and any Exhibit(s) or Quote or Proposal(s) hereto, the terms of this Agreement shall govern.

11. Definitions.

11.1. **“Accepting”** means clicking “accept” or signing (either manually or electronically) and, if applicable, returning a manually-signed Quote or Proposal issued to you by HealthCast.

11.2. **“Additional Terms”** means any additional terms and conditions relating to Organization’s use of the Software as are specified in an Quote or Proposal or any other exhibit to this Agreement or otherwise in writing by HealthCast.

11.3. **“Affiliate”** means a Organization that is Controlled by, under common Control with or Controlling the Organization during the period of such control.

11.4. **“API”** means an application programming interface provided by HealthCast as part of the HealthCast Product, which sets forth rules and specifications that may be used to access Organization Data in accordance with this Agreement.

11.5. **“Organization Data”** means any data, information or material submitted by Organization to, or stored by Organization in, a database related primarily to a HealthCast Product.

11.6. **“Confidential Information”** means information that one party (the “Disclosing Party”) provides to the other party (“Receiving Party”) during the term of this Agreement that is identified in writing at the time of disclosure as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes all the Software, documentation and related materials provided by HealthCast to Organization.

11.7. **“Control”** means ownership, directly or indirectly, of more than 50% of the voting securities that vote for the election of the board of directors or other managing body.

11.8. **“Copyleft License”** means a software license that requires that information necessary for reproducing and modifying such software must be made available publicly to recipients of executable versions of such software (see, e.g., GNU General Public License and <http://www.gnu.org/copyleft/>). [Alternative definition to consider: means a software license that includes as a term thereof any requirement for distribution of source code to licensees or third parties, patent license requirements on distribution, restrictions on future patent licensing terms, or other abridgement or restriction of the exercise or enforcement of any intellectual property rights through any means, including, without limitation, software licensed or distributed under the GNU General Public License (GPL).

11.9. **“HealthCast”** means HealthCast, Inc.

11.10. “**HealthCast™ Authorized Reseller**” means an HealthCast Product reseller that is in good standing with HealthCast under a fully-executed HealthCast reseller agreement and is associated with an Quote or Proposal under this Agreement.

11.11. “**HealthCast Product**” means the Software as applicable, including associated APIs, that is ordered by Organization under an Quote or Proposal and which is installed by Organization or Organization’s agent at Organization’s premises or at a Organization-controlled space within a third party data center.

11.12. “**Intellectual Property Rights**” means any and all intellectual property rights and other proprietary rights in any jurisdiction, whether registered or unregistered, including all rights and interests pertaining to or deriving from: patents and applications therefor, inventions, discoveries and improvements (whether or not patentable), works of authorship and other copyrightable subject matter (whether or not published), copyrights, trademarks, service marks, trade names, logos, slogans, domain name rights, trade secret rights, know-how, proprietary information, and all other intellectual property rights.

11.13. “**Malicious Code**” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents, or programs.

11.14. “**Quote or Proposal**” means any HealthCast Licensed Quote or Proposal, or Purchase Order that is entered into between HealthCast and Organization or Organization and an HealthCast Authorized Reseller, as applicable, from time to time. Each Quote or Proposal contained in a Proposal as an attachment hereto, or Purchase Order is deemed incorporated herein by reference.

11.15. “**Quote or Proposal**” means the HealthCast quote or proposal document provided with a HealthCast quote for software, services, and support including all Appendices. The Proposal is incorporated herein by reference as Exhibit A.

11.16. “**Software**” means all or any part of the HealthCast Products, including exactACCESS and qwickACCESS, including but not limited to all source code, object code, algorithms, compilations and data, and all versions, updates, corrections, enhancements, and modifications thereto, and all related documentation, developer notes, comments, training materials and annotations thereto.

11.17. “**License Term**” means the period of time during which Organization may use and receive support for the applicable HealthCast Product, as set forth in a Quote or Proposal.

11.18. “**Licensed User**” means an individual authorized by Organization to use the applicable HealthCast Product, for whom a Licensed has been purchased and who has been given a unique user identification.

11.19. “**Maintenance and Support Services**” means the maintenance and support services to which Organization is entitled as part of its License and that are described in Exhibit B.

11.20. “**Taxes**” means any direct or indirect local, municipal, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including VAT (subject to reverse charge), GST (subject to reverse charge), excise, sales, use or withholding taxes, now in force or enacted in the future.

EXHIBIT A

Quote or Proposal

EXHIBIT B

Support Services – Enterprise Level Support

1. SUPPORT SERVICES. HealthCast shall provide the following Support Services with respect to the Software:

1.1 HealthCast shall provide ORGANIZATION with patches, bug fixes, and updates (“to the Software during ORGANIZATION’s contractual period for Software and Support Services, which means that HealthCast will provide all updates and new releases to ORGANIZATION at no additional charge, including subsequent changes, corrections, maintenance releases, improvements, general enhancements, patches, bug fixes, and updates made to the Software version as part of a progression of improvements and corrections to such version.

1.2 HealthCast shall correct errors and defects in the Software, if any, discovered by ORGANIZATION or HealthCast. This Section 1.2 does not include corrections for known issues and/or requested changes to Software features and functionality as such are documented in Release Notes and other HealthCast documentation and/or requested changes to Software features for new functionality.

1.3 Support Services will be provided during normal business hours (8:00 am to 5:00 pm Central Time US) Monday through Fridays, except HealthCast holidays (i.e., New Year’s, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and the day after Thanksgiving; Christmas Day and other federal holidays). During holiday and non-business hours, Support Services will be provided for Critical issues (as defined below) at no additional charge (24 hours/day, 7 days/week). Support Services are available during non-business hours for issues that are not Critical (as defined below) for additional fees at a rate of \$200 per hour. Said services shall require documentation and approval from ORGANIZATION

1.4 Support Services requests shall be entered by ORGANIZATION in Identity Automations Support Community via email or ticket posting and shall include identification of the severity level of the request. ORGANIZATION shall provide HealthCast with a copy of available output and other data which HealthCast may reasonably request in order to diagnose and reproduce operating conditions similar to those present when the error, defect, or nonconformity in the Software (hereinafter referred to as “Problem”) was discovered. HealthCast shall use its best efforts to design all resolutions to Problems so that the resolutions do not materially reduce or diminish the prior functionality or performance of the Software on ORGANIZATION systems and operations.

2. SEVERITY LEVELS. HealthCast shall correct any errors as defined in Exhibit B section 1.2 reported by ORGANIZATION in accordance with the response and resolution times set forth below:

2.1 Severity Level 1 (EMERGENCY): ORGANIZATION’s production system using the Software is not operational because of the HealthCast Software and cannot be made operational by disabling the Software, the Software does not operate, or a material function of the Software is not available. HealthCast shall respond within thirty (30) minutes to telephone remedial requests and shall work diligently engaging all appropriate resources as necessary to resolve the problem within the HealthCast Software or to provide a satisfactory workaround until the issue is resolved.

2.2 Severity Level 2 (CRITICAL): The Software may operate but is severely limited or restricted in that a large subset of users is impacted. Performance or functionality or clinical applications have periodic outages or breakdowns because of the Software which prevent the successful operation of the application. HealthCast shall respond within one (1) hour to telephone remedial requests.

2.3 Severity Level 3 (MAJOR): The Software operates and is not severely limited or restricted in its expected and documented performance or functionality but may have problems with certain application(s) that cause a small subset of users to become impacted, which does not stem from documented issues in Release Notes and/or Software features and functionality. HealthCast shall respond within three (3) business hours to telephone remedial requests

2.4 Severity Level 4 (MINOR): A problem exists in the Software, in which a single user is impacted. HealthCast shall respond within five (5) business hours to telephone remedial requests

3. PROXIMITY BADGE READER SUPPORT SERVICES. HealthCast shall provide the following support services with respect to proximity badge readers, when such readers are purchased through HealthCast. No support services are provided for readers purchased elsewhere.

3.1 HealthCast shall provide ORGANIZATION with login credentials on Identity Automations HealthCast Support Center for ORGANIZATION to report issues, if any, with proximity badge readers purchased through HealthCast. Troubleshooting steps will be outlined and coordinated by HealthCast Support personnel remotely with ORGANIZATION personnel on-site.

3.2 Reader hardware Warranty is the standard Warranty provided by the manufacturer of the readers, which HealthCast shall pass-through to ORGANIZATION and assist ORGANIZATION in enforcing. The term of the Warranty begins on the date of purchase and continues for one year following that date.

3.3 Defective readers, if any are found during the Warranty period, are replaced through a return-replacement process managed by HealthCast so that ORGANIZATION does not need to interact with the reader manufacturer. Returns will be aggregated during the Warranty period and return freight will be paid by HealthCast. HealthCast recommends that ORGANIZATION maintain a contingency number of readers equal to two percent (2%) of the number of readers purchased.

3.4. HealthCast will maintain records of purchased readers, Warranty dates, serial numbers, and returned/exchanged readers for ORGANIZATION.