



MASTER SOFTWARE, SERVICES AND DISTRIBUTION AGREEMENT

Between

CALGARY SCIENTIFIC INC.

and

[LICENSEE FULL COMPANY NAME]

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MASTER SOFTWARE, SERVICES AND DISTRIBUTION AGREEMENT

THIS SOFTWARE, SERVICES AND DISTRIBUTION MASTER AGREEMENT EFFECTIVE AS OF
[DATE],

BETWEEN:

CALGARY SCIENTIFIC INC.
("CSI")

And

LICENSEE FULL COMPANY NAME
("LICENSEE" OR "[LICENSEE SHORT FORM]")

WHEREAS:

- A. CSI is, a body corporate incorporated under the laws of the Province of Alberta, and having its principal place of business at Suite 200, 119 6th Avenue SW, Calgary, Alberta, Canada T2P OP8 ("Licensor")
- B. LICENSEE is a **[limited liability]** company formed under the laws of **[LICENSEE COUNTRY]** and having its principal place of business at **[LICENSEE ADDRESS]** ("Licensee").
- C. The Licensor and Licensee are herein collectively referred to as the "**Parties**" or individually a "**Party**". Terms and Conditions hereto shall in all cases be incorporated into and form part of this Agreement, and apply to any and all dealings of any kind between the Parties. Other Schedules stated to be applicable are incorporated into and form part of this Agreement.
- D. CSI designs, develops, markets, and supports web, mobile and cloud-based software and services for OEMs and enterprises throughout the world and Licensee wishes to enter into this Agreement in order to obtain the right to use and/or distribute and resell the ResolutionMD[®] Software (Product) and/or the Additional Services.

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement, the Partners agree as follows:

1. INTERPRETATION

1.1 Definitions

Whenever used in the Master Software, Services and Distribution Agreement, the following words and expressions shall have the respective meanings ascribed to them as follows:

"Additional Services" means any services in addition to the Services, including any products or hardware, ordered by Licensee from CSI, and agreed by CSI to be provided, including, without limitation, consulting, engineering, custom development, custom programming, maintenance, or trouble-shooting not included in the Services or the Software, any Schedule containing a Support and Maintenance Agreement, or otherwise as agreed between the Parties.

"Adverse Event" can be generally defined for the Software as either 1) the occurrence of a misdiagnosis using the Software (that led to or could lead to a death, substantial injury, or serious deterioration of health); or 2) a discovery of a failure of the Software (ex: defect) in a clinically used version whereby the use of the product has a greater than improbable likelihood of resulting in a misdiagnosis (that could lead to a death, substantial injury, or serious deterioration of health).

"Agreement" means and includes this Agreement and all executed, referenced or attached Schedules (always including, without limitation and for greater certainty, the Terms and Conditions), exhibits, appendices, addendums or other referenced documents.

"Authorized Representative" is appointed by CSI as a local representative to be the legal entity that represents CSI in the country and to serve as a contact point with the country regulatory authority

"Business Day" means the hours of 8:30 a.m. to 5:00 p.m. Mountain Time, Monday to Friday inclusive, except statutory or civic holidays observed in the Province of Alberta, or otherwise applicable, namely Christmas Day, Boxing Day, New Year's Day, Family Day (third Monday in February), Good Friday, July 1, the first Monday in August, Labour Day, Thanksgiving Day (both Canada and the United States) and November 11. All other references to day or days shall be treated as a standard calendar day.

"Channel Distributor" means a Person that acquires from CSI, directly or indirectly, a Distribution License with respect to the Software, or the Services or Additional Services or any portion thereof, and shall include Licensee where, and to the extent that Licensee acquires a Distribution License.

"Concurrent User ("CCU")" has the meaning stated under "User".

"Corrective and Preventive Action (CAPA)" process is designed to eliminate or mitigate the cause of a nonconformity (or potential nonconformity) in order to prevent reoccurrence (or occurrence) of the nonconformity.

"Consumer Price Index (CPI)" is the CPI as published annually by the US bureau of labor statistics.

"Distribution License" is a server license provided by CSI to Licensee that is required for the Software to run

"Documentation" means and includes any and all materials and documentation related to the Software or any Additional Services, including, without limitation, manuals, guides, training materials, policies, help files, programmer's notes and remarks, and any other written, graphic or printed materials, whether in hard copy or digital format, provided or made available by CSI, whether through posting on a web site, or otherwise.

"End User" has the meaning stated under "User".

"Fees" means and includes any and all charges and fees for the License, or Licenses for the use of Software and inclusive of Support and Maintenance Services, Training Services, and for the Services or any Additional Services, as well as the costs of third party services or products, including increases thereto, purchased or obtained by CSI on behalf of Licensee at Licensee's request.

"Intellectual Property Right" shall mean any right, title, interest or protection, whether registered or not, existing from time to time under any copyright law, moral rights law, patent law or other invention, design or discovery law, industrial design law, trade-secret law, confidential information law, proprietary information law, trade-mark law, unfair competition law or other similar laws and includes judicial decisions under common law or equity, and legislation and regulation by government or its agents.

"International sites" shall mean any site outside the USA.

"ISO 13485" is the requirements for the methods used in, and the facilities and controls used for, the design, manufacture, packing, labeling, storage, installation and servicing of finished devices, defined in ISO 13485:2003 "Medical devices - Quality management systems - Requirements for regulatory purposes.

"Manufacturer" responsible for all steps, processes and activities necessary to produce Product(s) including, the design, manufacturing, processing, quality control testing, release and storage of the company that MDF

"Medical Device File (MDF)" (also called a Technical File, Summary Technical Documentation ("STED") file, or a Design History File ("DHF")). A medical device file is the documented evidence, normally an output of the QMS design and development phases, that demonstrates conformity to the country regulations and reference standards and that shows the history of the design of the device.

"Patient Safety Issue" is an Adverse Event and/or a Recall.

"Person" means any individual, Licensee, corporation, firm, partnership, joint venture, association, organization, trust, trade union, governmental body, public body or other legal entity in each case whether or not having a separate legal identity.

"Product" means any software and/or service integrating the Software or any other software (provided that such Integration with such other software is expressly permitted herein) to Distribute such Product to customers of Licensee, or to Channel Distributors or End Users.

"Recall" can be generally defined for the Software as a software upgrade or a customer communication to either 1) avoid/correct a failure associated with an Adverse Event; and/or 2) reduce the likelihood of misdiagnosis from a higher probability to Improbable.

"Recall Notice" Communication of recall information and/or instructions to customers/users. It is also known as a Field Safety Notice

"Regulatory Department" is responsible for assessing the regulatory approval needs, coordinating regulatory applications, amendments, and renewals, for and gathering technical documentation.

"ResolutionMD® software" is a medical image viewer that enables professionals – such as radiologists, physicians and other imaging experts – to view and analyze medical images and reports from anywhere using a remote connection, either over the internet or using the hospital's network.

"Server" means the device (being a computer server, including any network software and/or operating system) that processes commands or requests of a device or multiple devices, allowing multiple Users to

simultaneously access and use the Software via a device where authorized to do so pursuant to this Agreement.

"Services" means any services listed in this Agreement or any Schedules, including any and all Additional Services, and includes access to any of the Software where such access is provided as a service and not by way of a licensed installation of the Software on a Licensee computer. The Services, and any right to use or access the Services, are subject to License, and are not sold. References to the Services shall include the Software where applicable, but shall exclude any Licensee Developed Software.

"Software" means and includes CSI's proprietary software applications known as the ResolutionMD software and any other software, application, script or program supplied by or licensed by CSI, all as may be more particularly described herein, and shall include the Documentation, all supporting files and all other Licensing documentation, whether printed or in digital form, and shall further include any and all Updates and Upgrades to or from the foregoing, whether or not supplied and licensed by CSI as a matter of course, or pursuant to any Support and Maintenance Agreement, or on a custom or custom developed basis as Additional Services or otherwise.

"Taxes" means any taxes, duties, fees, premiums, assessments, imposts, levies and other similar charges imposed by any Governmental Authority under Applicable Law, including all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Authority in respect thereof and including those levied on, or measured by, or referred to as, income, gross receipts, profits, capital, transfer, land transfer, sales, goods and services, harmonized sales, use, value-added, excise, stamp, withholding, business, franchising, property, development, occupancy, employer health, payroll, employment, health, social services, education and social security taxes, all surtaxes, all customs duties and import and export taxes, countervail and anti-dumping, all licence, franchise and registration fees and all employment insurance, health insurance and government pension plan premiums or contributions.

"Third Party" means any Person, other than a Party to this Agreement.

"Update" shall mean enhancements, patches, fixes and other minor changes to the Software or to the Services to improve performance and functionality or remedy errors.

"Upgrade" shall mean a completely new product stated by CSI that incorporates a different level of functionality and capability previously not available in the Software, and thereby commercially offered for license and use as a new product.

"USD" is currency based on the United States Dollar

"User" means any individual authorized pursuant by CSI to access and use the Software and/or the Services and, where the context so requires, includes an **"End User"**, being an individual, employee or contractor of Licensee, or Licensee's customer or other Person authorized by Licensee as permitted herein (and for which Licensee shall be responsible and liable), who makes use of, accesses or uses the Services, or uses the Software, and further includes a **"Concurrent User"**, being any User accessing the Software and either logged onto a Server and able to access the Software at the same time as one or more other Users, whether or not such other User or Users is actively accessing or using the Software at such time or not.

“Quality Management System (QMS)” All countries require some form of a quality management system to be implemented to ensure and demonstrate that the device is safe and effective. To fulfill this, CSI must continue with its QMS certification requirements, mainly the ISO 13485 standard. This includes regular external audits and unannounced external audits.

1.2 Interpretation and Governing Law

If there is a conflict between these Terms and Conditions and any other portion of this Agreement, or any Schedule, exhibit, addendum, appendix or any other referenced documents, these Terms and Conditions shall prevail unless such other portion of this Agreement expressly indicates that its particular terms and/or conditions prevail over these Terms and Conditions, and only to the extent so stated.

This Agreement shall be governed by the laws of the Province of Alberta, Canada and the federal laws of Canada applicable in Alberta. The Parties attorn to the non-exclusive jurisdiction of the courts of Alberta, sitting at Calgary, without regard to the conflicts of laws provisions of such courts.

1.3 Schedules

This Agreement includes and incorporates all of the Schedules listed below. The Parties may from time to time enter into new schedules and thereby add to or amend this Agreement, provided that any such addition or amendment shall be effective only if in writing and expressly accepted by CSI and Licensee, in which case the date on which any such new schedule takes effect (the **"Approval Date"**) shall be the Effective Date for such schedule. Unless expressly stated otherwise in writing between the Parties, all such further schedules shall be subject to Terms and Conditions.

Schedule	Description
Schedule A	Licenses Granted, Services Offered and Fees Payable

2: LICENSE GRANTS

2.1 CSI's Rights Reserved

All rights not expressly granted in this Agreement by CSI are reserved to CSI.

2.2 License Grants

Subject to the provisions of this Agreement, CSI grants Licensee the Licenses expressly provided for herein with respect to any applicable Software or Services as stated in this Agreement in Schedule A. It shall be a condition of CSI's consent to any such sublicense that the sub-licensees thereto agreeing to be bound by, and adhering to, all of the terms and provisions of this Agreement.

2.3 Distribution License

Where a Distribution License is stated herein to be granted to the Licensee in Schedule A:

- a) Licensee is hereby authorized to include the Software as may be reasonably necessary to support Integration of the Software into the Licensee Developed Software or any other software (the **"Product"**). For the purposes of this Agreement, **"Integrate"** means the inclusion of the Software as part of a Product (whether or not including Licensee Developed Software) made available for distribution by Licensee, whether on tangible media for installation or otherwise, including as a service, hosted solution or as an application service provider

- b) Licensee shall be granted a non-exclusive, non-transferable worldwide license to copy and distribute the Software as incorporated in the Products to Licensee's customers, to Channel Distributors and End Users for the purpose of running the Software. For the purposes of this Agreement, "**Distribution**" means to promote, advertise, market, sell, lease, license, provide, deliver or make available for consumption
- c) Licensee agrees to provide site location(s), name(s) and details on every purchase order before an order can be fulfilled. For sites purchasing based on a per study pricing model, Licensee agrees to provide a verifiable annual count of all available studies for all sites licensed.

2.4 Conditions Applicable to Licenses

The following conditions apply to Distribution Licenses:

- a) Licensee shall use their best efforts, including at a minimum using the latest anti-virus software and conducting testing, to avoid Distribution of the Software or Licensee Developed Software containing viruses, Trojan horses, worms, time bombs, logic bombs, cancel bots, or any other harmful or deleterious programs, and Licensee shall not fail to implement commercially reasonable efforts to avoid doing any of the foregoing;
- b) Licensee shall only use and, pursuant to a Distribution License, shall only Distribute Software for use on or with devices approved in writing by CSI as having sufficient functional capability for use by Licensee;
- c) Licensee shall ensure that the Distribution of any Software with Licensee Developed Software does not adversely affect the complete, accurate and full functionality and functioning of the Software; and
- d) Licensee must have fully paid and paid-up Licenses, including all Fees, license, service, and any other charges owing to CSI, for each grant of License stated herein.

2.5 Intellectual Property Rights

Subject to the provisions of this Agreement related to Licensee Developed Software, the Software and the Services shall remain the exclusive property of CSI (or its licensors or suppliers), and are protected by Intellectual Property Rights, including copyright law and international treaties. Subject to continued compliance with the terms of this Agreement, Licensee receives only certain limited rights and the Licenses expressly stated herein to be granted. Except as expressly stated herein, nothing in this Agreement shall be construed as granting to Licensee any waiver, permission, license or other right to use any Intellectual Property Rights which CSI may now or hereafter own or in which CSI may hold licensing rights.

2.6 No Sale of Goods

This Agreement is for licenses and services and is not a sale of goods. Notwithstanding the foregoing, the Parties expressly disclaim the United Nations Convention on the International Sale of Goods and agree that it shall not apply to this Agreement or any dealings between the Parties after the Effective Date unless otherwise further agreed in writing between the Parties.

2.7 Trademarks

Calgary Scientific, ResolutionMD, ResMD, and PureWeb and their respective logos are trademarks, and are the exclusive property of CSI with all rights reserved. Except as expressly stated herein pursuant to a grant of a Distribution License, nothing herein grants Licensee any right, title or interest in or to the

foregoing trademarks, and no license to use such trademarks is granted by CSI in this Agreement. Both parties grant the right to use and display certain trademarks, service marks, and logos (the “Marks”) solely in connection with identifying the Software as described hereunder and solely to the extent reasonably necessary for the use, resale, and sublicense of the Software, in accordance with the terms and conditions of this Agreement.

2.8 Prohibitions

Licensee will not attempt or authorize and will not permit any Person to:

- a) modify, translate, reverse engineer, decompile, disassemble, alter or copy the Software or the Services, or create derivative works based on the Software or the Services, or assist or allow anyone to perform any one or more of any such acts;
- b) transfer this Agreement, or any Licenses granted hereunder, to any Third Party, or assign this Agreement without the written consent of CSI;
- c) remove, alter, obscure or obliterate any proprietary notices, or marks on the Software and Documentation;
- d) install the Software on more Servers than Licenses have been purchased for installation;
- e) where restrictions on numbers of Users are applicable, allow access to more Concurrent Users than Licenses have been purchased for such access;

2.9 Press Releases or Announcements

Neither party will, without the other's prior written consent, make any news release, public announcements or other public statement that may disclose the existence, value or the terms and conditions of this Agreement or that mentions the other party or the relationship contemplated under this Agreement.

3: SUPPORT SERVICES

3.1 Services and Additional Services

Upon purchasing Distribution Licenses, Licensee shall be permitted to access and use the Services as described below. At the discretion of the CSI, Licensee shall have access to Additional Services also set out in this Section or any Schedule. Licensee agrees to pay the Fees charged by CSI for Services and Additional Services, as applicable, set out in this Agreement or the respective Schedule.

3.2 Software Support and Maintenance

CSI will provide Software updates and fixes made generally available to Licensee for use by those holding Distribution Licenses in accordance with the Fees outlined below.

The following Services are included so long as all payments due are current:

- a. Support: Phone and email software support will be provided through the CSI Support help desk to Licensee designated support personnel as per the terms and conditions outlined in this Services section.
- b. Warranty: The Licensee will have phone and email support from CSI during the initial 90-day warranty period.
- c. Maintenance: CSI will provide Licensee with updates at least once (1) per year per mutually agreed upon content and delivery dates. Updates could include Upgrades in certain cases. Updates and/or Upgrades need to be applied to all sites, after acceptance of the software. If any failure to Update and/or Upgrade, CSI is not responsible for any security issues, or other defects that would have been addressed in the latest release.

- e. All user manuals, service and implementation documentation will be delivered to Licensee in an electronic format.

Licensee acknowledges and agrees that CSI shall be obligated to provide, make available or supply Support and Maintenance and Additional Services only during such period as this Agreement may be valid and subsisting and in force. Upon termination of this Agreement, or upon failure by Licensee to pay the associated Fees, Licensee shall not be entitled to any Support, Maintenance or Additional Services whatsoever and CSI shall not be liable for any loss or damage occasioned by or due to Licensee being unable to receive such Services or CSI refusing delivery thereof or access thereto, and CSI may suspend Support and Maintenance Services and Additional Services.

3.3 Roles and Responsibilities Summary

The following table defines the role and responsibilities of each party for operational support interfaces:

Role and Responsibility	Licensee	CSI
Provide Tier 1 Help Desk function: Single Point of Contact for End Users, CSI and other internal and external organizations.	X	
Management and Onsite Installation, Support and Maintenance of hardware (servers, switches, firewalls, etc.) and networking components at End User sites.	X	
Monitor & Troubleshoot Server Hardware.	X	
Troubleshoot authentication issues, VPN, Security, Access Control after initial call from end user. (Includes Active Directory, LDAP monitoring at End User sites)	X	
Responsible for assigning resources and staff to be trained	X	
Provide onsite and/or web-based training utilizing the "Train the Trainer" methodology as outlined below.		X
Provide appropriate user support/documentation for application installation, authentication and usability		X
Troubleshoot and provide tier 2+ application Support with appropriate resolution communication to Licensee with appropriate 24 X 7 X 365 support.		X
Maintenance including Software upgrades and releases		X
Examine, evaluate and report, as necessary, all complaints related to the Software as may be required by the FDA and other regulatory agencies.		X

3.4 Support Notifications and Response Times

3.4.1 Support Guidelines

When an End User call is received into the Licensee support desk, and upon determination by the Licensee’s support personnel that the call is a Software application related issue to be triaged to CSI for resolution, this section sets forth the target response and incident resolution times.

Priority***	Definition	Response Time (BUSINESS HOURS)	Temporary Resolution or Workaround*	Permanent Solution**
Critical	Issue halted the clients operation or has a significant impact on business.	8	1-5 business days CSI will provide best efforts to isolate the problem and provide a workaround to get the system operational or to allow the client to make forward progress with their implementation.	If temporary workaround is acceptable, release timeframe will be agreed upon between Licensor and Licensee

				If temporary workaround is not acceptable, maintenance release timeframe will be agreed upon between Licensor and Licensee
High	Client's business severely restricted.	8	5 business days	If temporary workaround is acceptable, next maintenance release If temporary workaround is not acceptable, maintenance release timeframe will be agreed upon between Licensor and Licensee
Medium	Issue has limited the software functionality.	16	20 business days	May be considered for future release
Low	System inconvenience.	16	If available	May be considered for future release

***Temporary Resolution/Workaround** - The time from when Licensee reports the problem to CSI, until CSI diagnoses the issue and provides a temporary solution and service restoration work around. To expedite the resolution, CSI may request additional information and/or dial-in capabilities to the End User's environment.

****Permanent Solution** - The time from which the issue is reported to CSI and the Software defect is fixed. If the issue is a defect of the Software, this is the typical time frame and method in which a permanent resolution can be delivered to the End User's site.

*****Priority** - Assessment of the Priority shall be mutually agreeable between Licensee and CSI

3.4.2 End User Support

The Parties acknowledge that the CSI's contractual Software support obligations are directly with Licensee as a reseller and CSI is under no obligation to support End Users directly. All customer communication will occur between Licensee help desk personnel and its customer.

3.4.3 Non-qualified Support Escalation

Issues such as LDAP setup, hardware, network connectivity, which are out of CSI's control, will not qualify for the Support Escalation parameters listed above as they are the responsibility of the Licensee, Client and/or End User. If CSI identifies a support incident as non-qualified, it will provide its best efforts to transition the support case back to Licensee or customer/End User in a timely manner.

3.5 Pre-Production Support

It is agreed by the Parties that technical sales support is outside the original scope of the roles and responsibilities outlined in the contractual obligations between CSI and Licensee. The Parties agree that in this case, the existing contractual Service Level Agreements are outside of scope and all technical sales support provided by CSI will be governed under the following collaboration guidelines on a best efforts basis;

- I. Licensee will be responsible for receiving and managing all technical calls from end user sites through the Licensee's help desk;
- II. Before escalation to CSI, Licensee is responsible to triage calls and establish that the issues are not;

- a. Related to any network infrastructure issues either within the Licensee environment or at the end user site. (example would be the case where an end user has changed LDAP settings and they cannot access the viewer)
 - b. Collaborate and triage with other applications such as PACS system etc. to ensure no configuration changes have occurred.
 - c. PACs and other infrastructure, maintenance, support and monitoring of all non-CSI applications are the responsibility of the Licensee's clients and/or providers
- III. Licensee will contact CSI support via e-mail at support@pureweb.com.

3.6 Training

Training for standard the Software product and technical training is set out by CSI under the four elements as follows and utilizes the train the trainer methodology;

- a. Product Clinical Training
- b. Technical Support & Implementation Training
- c. Sales Training (handled by Sales Team)

This training can be delivered using a combination of onsite training, video conference sessions, and training videos. Training fees apply and are covered in 4.1.

Licensee acknowledges and agrees that CSI shall be obligated to provide, make available or supply Support and Maintenance only during such period as the Support Services may be valid and subsisting and in force. Upon termination of the Support Services, or upon failure by Licensee to pay Support and Maintenance fees when due, Licensee shall not be entitled to any Support and Maintenance whatsoever and CSI shall not be liable for any loss or damage occasioned by or due to Licensee being unable to receive or access Support and Maintenance or CSI refusing delivery thereof or access thereto. CSI shall be free to suspend Support and Maintenance as provided in this Master Agreement.

4: FEES, SERVICES, BILLINGS AND PAYMENTS

4.1 Training Fees

One remote online training session will be provided to Licensee per new release and will cover training items in Section 3.6.

Additional training sessions can be requested by Licensee for the following price

4 hour remote online \$750 USD

Daily onsite training \$1500 USD + travel & expenses at reasonable expectations

4.2 Professional Services/Custom Engineering Projects:

If a change to the Software is desired by Licensee, or if Licensee wishes to obtain any other Additional Services, Licensee will provide CSI with a written description of the requested change or Additional Services ("Request"). Upon receipt of such Request, CSI will, within a reasonable period of time, evaluate the Request and, at its discretion, provide Licensee with a written proposal as a scope of work (SOW) setting forth the implications of the Request, including any change to the Fees, or additional Fees, to be charged to Licensee, along with a proposed implementation plan (the "SOW") for the change. Upon receipt of a SOW, Licensee may provide feedback to the SOW if accepted, Fee adjustments and other revisions to this Agreement will be made as mutually agreed. If Licensee rejects or fails to respond to the SOW, CSI will have no obligation to implement such change. Any efforts undertaken by a SOW that has

been accepted by both parties require 50% upfront payment with the remainder of the payment upon completion and delivery of the project.

4.3 Forecast Reporting

Licensee agrees to meet with CSI at minimum each quarter to discuss the forecast and provide updates on the opportunities that Licensee is expecting to sell.

4.4 Taxes

All Fees, charges and Royalties are exclusive of any applicable sales or excise taxes, including Goods and Services Tax (GST), any applicable federal, provincial, state or county sales or value-added tax, and any harmonized or blended sales and value added tax. Licensee shall pay and remit all applicable sales, excise, export and import taxes, including but not limited to Goods and Services Tax. Taxes are not included in the revenue of the sale.

4.5 Payments

THE CSI INVOICE WILL BE GENERATED IMMEDIATELY UPON RECEIVING AND ACCEPTING THE PURCHASE ORDER FROM LICENSEE. All invoices (including any for Additional Services) from CSI shall be paid by Licensee to CSI not more than **Thirty (30)** days from the issue date reflected on such invoice. Payment terms will start upon delivery of Products and / or Services and invoice, and not later. Payment for invoices shall be sent to such address as CSI may designate. All payments shall be in the currency of the invoice, unless otherwise agreed in writing between the Parties. Invoices shall be deemed to have been received by Licensee five (5) days from the mailing of such invoice by CSI by Canada Post or otherwise, as provided herein for Notification and two (2) days if delivered by electronic mail or by facsimile.

Billing will either be billed in arrears or in advanced based on the type of purchase made. The following will be billed as follows:

- a. Licenses – billed monthly in arrears
- b. Support and Maintenance – billed annually in advance
- c. Professional Services – billed monthly in arrears
- d. Custom engineering – billed monthly in arrears
- e. Training – billed monthly in arrears

If Licensee fails to pay any invoice for Services or any Fees for licenses within **Thirty (30)** days of receipt of invoice, Licensee shall pay CSI interest on any and all outstanding balances, including any costs of collection incurred by CSI, at the rate of **eighteen (18%)** per annum, or such lesser rate as may be the maximum allowed by applicable law. Upon agreement execution, Licensee agrees to work with CSI to establish payment of invoices by wire transfer.

by wire transfer (subject to update by notification) to:

TD Bank
317 – 7th Avenue SW, Calgary, Alberta, Canada T2P 2Y9
Transit Number: 004
Branch Number: 80629
Account Number: 7310099

4.6 Pricing Schedules

Pricing in all Schedules will be reviewed annually. CPI adjustments shall also be recalculated at this time and pricing will be increased by the greater of 2% or the CPI. These adjustments will be reflected in both the delivery of Software Licenses and Support and Maintenance pricing. Licensee must be notified 30 days prior to the date that any increase is set to occur.

5: DISCLAIMER OF WARRANTIES, CONDITIONS & REPRESENTATIONS

5.1 "As Is"

EXCEPT AS EXPRESSLY STATED HEREIN, THE SOFTWARE AND THE SERVICES ARE PROVIDED STRICTLY "AS IS", "WHERE IS" AND "AS AVAILABLE".

5.2 Release Acceptance

Licensee shall have ninety (90) days to perform testing on the Software and notify CSI of any "Critical" or "High" priority defects in the product defined in Section 3.4.1. Licensee shall send an email confirming acceptance of each release within such period, failing which the Software shall be considered to have been accepted by Licensee.

5.3 Limited Warranty

CSI warrants the Software for three (3) months from the Distribution License delivery for the Licensee End User site. The Software will perform and meet, in all material respects, the functions, specifications, and performance standards described in the Documentation when operated in accordance with the Documentation on a Supported Platform. Except to the extent specifically set forth in this Section 5, CSI does not make to Licensee or to any third party, by virtue of this Agreement or otherwise, any representation, warranty or condition of any kind including any implied warranty or conditions with respect to the performance of operation of the Software or the Products. CSI does not warrant that the Software or the Products are free from defects, errors and omissions. CSI DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE PROPERLY AS INTEGRATED IN THE PRODUCTS OR ON ANY END USER SYSTEM(S). TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CSI EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES AND CONDITIONS THAT THE OPERATION OF THE SOFTWARE AND THE PRODUCTS WILL BE INTERRUPTION OR ERROR FREE.

5.4 Exclusive Remedy

The exclusive obligation and liability of CSI with respect to its breach of Section 5.3 shall be, at CSI's option and expense, to either: (a) repair or replace the Software, or (b) surrender of the Software by Licensee and return to Licensee of the Fees paid with respect to any Software which fails to conform to the warranty made herein. This Section 5.4 states CSI's sole liability and Licensee's exclusive remedy for breach of Section 5.3.

5.5 Indemnity

(a) CSI shall indemnify and hold Licensee harmless solely from any claim by a third party alleging that the use of the Software in accordance with this Agreement infringes any Third Party Intellectual Property Rights including but not limited to patent, copyright or trade secret of that third party, provided: (i) CSI is promptly notified in writing of the claim; (ii) CSI receives reasonable cooperation from Licensee necessary to perform CSI's obligations hereunder; and (iii) CSI has sole control over the defense and all negotiations for a settlement or compromise. The foregoing obligation of CSI is contingent upon proper use of the

Software and adherence to the Documentation, and does not apply with respect to any Software or portions or components thereof: (A) not supplied by CSI; (B) used in a manner not expressly authorized by this Agreement or the Documentation; (C) made in accordance with Licensee's specifications; (D) modified by Licensee, if the alleged infringement relates either to such modification or to the combination of the modification with the Software or portions or components thereof; (E) combined with any other products (hardware or software), processes or materials not provided by CSI where the alleged infringement would not exist but for such combination; or (F) where Licensee continues the allegedly infringing activity after being notified thereof and provided modifications that would have avoided the alleged infringement. CSI makes no representation or warranty as to any copyrights or patents or other intellectual property rights that may be embodied in any third party software or hardware or involved in the services performed by CSI.

(b) In the event the Software is finally determined by a court of competent jurisdiction to constitute an infringement or use of the Software is enjoined, CSI shall, at its sole option, do one of the following: (i) procure for Licensee the right to continue use of the Software; (ii) provide a modification to the Software so that its use becomes non-infringing; (iii) replace the Software with software that is substantially similar in functionality and performance; or (iv) if none of the foregoing alternatives is reasonably available to CSI, CSI shall remove the Software and refund the residual value of the license fee paid for such infringing Software, depreciated using a straight-line method of depreciation over a three-year period from the date of Acceptance. This Section 5.5 (b) states CSI's sole liability and Customer's exclusive remedy for infringement claims.

6: LIMITATION OF DAMAGES AND LIABILITY

6.1 Monetary Cap

EXCEPT WITH RESPECT TO CLAIMS RELATING TO SECTION 5.5, BREACH OF CONFIDENTIALITY, PERSONAL INJURY OR BREACH OF PATIENT PERSONAL HEALTH INFORMATION, LICENSEE AGREES THAT THE AGGREGATE OF ALL LIABILITY ON THE PART OF CSI FOR BREACH OF ANY WARRANTY, REPRESENTATION OR CONDITION CONTAINED IN THIS AGREEMENT, OR IMPLIED ON ANY BASIS, OR OF ANY OTHER PROVISION OF THIS AGREEMENT OR OF ANY AGREEMENT CONTEMPLATED BY THIS AGREEMENT OR ANY OTHER BREACH GIVING RISE TO LIABILITY, INCLUDING A BREACH OF A CONDITION OR FUNDAMENTAL TERM OR FUNDAMENTAL BREACH OR BREACHES, OR IN ANY OTHER WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY AGREEMENT CONTEMPLATED BY THIS AGREEMENT, FOR ANY AND ALL CAUSES OF ACTION WHATSOEVER AND, REGARDLESS OF THE FORM OF ACTION (INCLUDING BREACH OF CONTRACT, STRICT LIABILITY OR TORT, INCLUDING NEGLIGENCE, BREACH OF ANY DUTY, OR ANY OTHER LEGAL OR EQUITABLE THEORY), SHALL BE LIMITED TO LICENSEE'S ACTUAL DIRECT PROVABLE DAMAGES NOT TO EXCEED TWO TIMES FEES PAID.

6.2 Direct Damages Only

EXCEPT WITH RESPECT CLAIMS RELATING TO SECTION 5.5, BREACH OF CONFIDENTIALITY, PERSONAL INJURY, LICENSEE AGREES THAT, EVEN IF CSI HAS BEEN ADVISED BY LICENSEE OF THE POSSIBILITY OF SUCH DAMAGES, IN NO EVENT WILL CSI BE LIABLE FOR ANY DAMAGES IN THE NATURE OF PUNITIVE, EXEMPLARY, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR LOST BUSINESS REVENUE, LOST PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS OR REVENUE, LOSS OF DATA OR DATA USE, LOSS OF BUSINESS OPPORTUNITY, ECONOMIC LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR ANY CLAIM AGAINST LICENSEE BY ANY THIRD PARTY. LICENSEE FURTHER AGREES THAT IN

NO EVENT WILL THE DIRECTORS, OFFICERS, SERVANTS, AGENTS, EMPLOYEES, OR SHAREHOLDERS OF CSI BE LIABLE TO LICENSEE FOR ANY DAMAGES.

6.3 Reasonableness

LICENSEE AGREES AND ACKNOWLEDGES THAT THE FOREGOING LIMITATIONS AND DISCLAIMERS ARE VALID AND REASONABLE, ARE REFLECTED IN THE PRICING FOR THE FEES FOR LICENSES, AND FEES FOR THE SERVICES, AND ALL OTHER FEES CHARGED BY CSI, ARE FULLY KNOWN TO LICENSEE AND ARE ACCEPTED BY LICENSEE.

7: CONFIDENTIALITY

7.1 Confidentiality

Both Parties and its directors, officers, employees, agents, consultants, representatives and any other entity to whom the Licensee reveals the Confidential Information (collectively the "**Representatives**") agree to abide by the terms of an active Non-Disclosure Agreement that will be in place between CSI and Licensee.

8: TERM AND TERMINATION

8.1 Initial Term

Unless terminated earlier or renewed pursuant to this Section, this Agreement shall remain in effect for five (5) years from the Effective Date (the "**Initial Term**"). Thereafter, this Agreement shall be automatically renewed annually for additional one year terms (a "**Renewal Term**") unless, on or before ninety (90) days prior to the end of the Initial Term or any Renewal Term, as the case may be, either Party notifies the other Party in writing that it wishes to terminate the Agreement at the end of such term.

8.2 Termination for Cause by Licensee

This Agreement may be terminated by Licensee for cause, upon the occurrence of any one or more of the following events:

- a) upon CSI becoming insolvent, or being adjudged a bankrupt, or making a general assignment for the benefit of its creditors or taking the benefit of any statute relating to insolvency or if a receiver or trustee shall be appointed for all or any portion of its property;
- b) in the event of any default or failure by CSI to observe the material provisions of this Agreement, if such default or failure is not remedied by CSI within thirty (30) days of Licensee providing CSI with a written notice demanding that CSI remedy such default or failure.

There shall be no refund of any sums previously paid by Licensee to CSI upon such termination.

8.3 Termination for Cause by CSI

This Agreement may be terminated by CSI for cause, upon the occurrence of any one or more of the following events:

- a) upon Licensee becoming insolvent, or being adjudged a bankrupt, or making a general assignment for the benefit of its creditors or taking the benefit of any statute relating to insolvency or if a receiver or trustee shall be appointed for all or any portion of its property;
- b) upon the commission by Licensee of any breach of its obligations and restrictions under Section 2 or 6, of this Agreement hereof (an "**Event of Default**");

- c) in the event of any default or failure by Licensee to observe the provisions of this Agreement other than an Event of Default as defined above, if such other default or failure is not fully remedied by Licensee within thirty (30) days of CSI providing Licensee with a written notice demanding that Licensee remedy such other default or failure;
- d) in the event Licensee directly or indirectly commences legal action or otherwise challenges the validity of CSI's Intellectual Property Rights;
- e) in the absence of material sales activity or purchases by the Licensee of new Software and Services for a 12-month period

8.4 Ongoing Obligations Following Expiry

Subject to continued payment by Licensee of all sums due and accruing due to CSI, any Support and Maintenance obligations of CSI pursuant to the Support Services shall cease and be terminated Ninety (90) days after the date of expiration of this Agreement but shall cease immediately upon any termination for cause by CSI as outlined in Section 8.3, and further may be suspended or terminated after receiving written notice from CSI for non-payment of Fees by Licensee. End User Licenses shall survive termination or expiry of this Agreement and continue in force pursuant to their terms and conditions. Licensee may retain and use such reasonable number of copies of the Software as may be reasonably required by Licensee for continuing support, provided that no License to such copies for any other purpose is granted to, or retained by Licensee.

8.5 Suspension

CSI may, at any time, without further Notice, and without termination of this Agreement or CSI being in any way in default hereunder, and without liability of any kind to Licensee, suspend the operation of the Software or the ability of Licensee to access or use the Software, the Services, or the Additional Services in the following circumstances including:

- a) where Licensee is in default of payment of Fees or any other sums owing under this Agreement, until such payment or payments have been made and Licensee's account is current; or
- b) where Licensee is in material breach of this Agreement and either such breach has not been cured by Licensee notwithstanding Notification by CSI and demand for such cure, or Licensee's breach or other conduct places CSI's systems, computers, the Software or the Services in risk of damage, loss or failure.

9: THIRD PARTY CLAIMS

9.1 Third Party Claims

In the event of any suits, demands, notices, proceedings, actions, liabilities, losses, damages, claims, arbitrations, lawsuits, government investigations, debts and costs (a "**Claim**") by a Third Party that the Software infringes, violates or misappropriates any Intellectual Property Right or proprietary right of such Third Party recognized and enforceable in Canada or the United States of America being made against Licensee, Licensee shall, immediately upon becoming aware of such Claim, give CSI immediate written Notice with full particulars of any such Claim, reasonable cooperation, and the exclusive authority to evaluate, defend and settle the claim. In such case, CSI may:

- a) modify the Software so that the Software no longer infringes, violates or misappropriates such Third Party rights;
- b) procure a license from such Third Party permitting continued use of the Software; or

- c) in the event that CSI, in its sole discretion, is of the opinion that neither of the foregoing options is possible or available, terminate this Agreement. The foregoing sub-paragraphs (a) and (b) constitute the entire and exclusive remedies of Licensee with respect to any Claims by Third Parties of infringement, violation or misappropriation as stated in the foregoing.

9.2 Injunctive or Other Relief in respect of Third Party Proceedings

Nothing in this Section will prevent either Party from applying for or obtaining any interim, interlocutory or preliminary injunctive or declaratory relief or from bringing any claim for contribution or indemnity in the same court in which a suit against the Party is brought by any Third Party.

10: REPORTS AND AUDITS

CSI shall have the right to carry out an audit of the books and records of Licensee once per year as it relates to the Terms of this Agreement to verify compliance with Licensee's obligations to keep records and pay Fees. If the audit reveals a difference greater than 5% from the paid Fees or Royalties, Licensee agrees to pay all costs related to such audit and the outstanding balance with the applicable late payment fee of 18% per annum applied. CSI agrees to provide reasonable advance notice of any such audit and to conduct such audit in a manner to minimize any disruption in Licensee's ordinary business activities. Licensee shall retain a copy of their license related records for a period of one year past the termination or expiry of this Agreement.

11: DISPUTE RESOLUTION

11.1 Resolution by Negotiation

Any dispute, controversy or claim relating to this Agreement or purchase order placed in support of this Agreement (a "Dispute") will be resolved first through good faith, negotiations between Licensee and CSI. If the parties are unable to resolve the Dispute, either party may submit the Dispute for resolution by mediation. If the Dispute cannot be resolved through mediation, either party may commence an action to resolve the Dispute in court. The governing law shall be the law of the defendants' jurisdiction; Licensee under Licensee's state/province law and CSI under Alberta Law. The parties agree to submit to the exclusive jurisdiction of such courts. The parties expressly waive and forego any right to trial by jury.

12: GENERAL

12.1 Notices

Any notice, consent, request or approval required or permitted to be given in connection with this Agreement (a "Notice"), shall be in writing and shall be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery), to the addresses for Notices specified for such Party set forth below. Any Notice delivered or transmitted to a Party as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a Business Day prior to 5:00 p.m. local time in the place of delivery or receipt. However, if the Notice is delivered or transmitted after 5:00 p.m. local time or if such day is not a Business Day then the Notice shall be deemed to have been given and received on the next Business Day. Any Party may, from time to time, change its address by giving fifteen (15) days' Notice to the other Parties in accordance with the provisions of this Section 11.

Notices to Calgary Scientific Inc.:

Calgary Scientific Inc.
Suite 200, 119 6th Avenue SW

Calgary, Alberta, Canada, T2P 0P8
Attn: Chief Financial Officer

Notices to Licensee:

Licensee Name
Licensee Address
Attn: Licensee Contact

12.2 Assignment

Neither party will assign all or any part of this Agreement without the prior written consent of the other Party. Any purported assignment contrary to this Agreement shall be void. A party may transfer the Agreement by operation of law without the other Party's prior consent, however, the non-transferring party may elect to terminate the Agreement upon 60 day's prior written notice following such transfer, unless such party's written consent has previously been obtained.

12.3 Enurement

This Agreement will enure to the benefit of and will be binding on and enforceable by the Parties and their respective successors and permitted assigns.

12.4 Relationship

This Agreement does not create or imply any agency, partnership, joint venture, or other joint relationship between the Parties, and does not authorize either Party to bind or obligate the other in any way.

12.5 Force Majeure

The Parties are not responsible for performance of, or in default of, any obligation or provision of this Agreement where delayed, hindered or prevented by labour disruptions, failure of the networks of other companies, casualties, civil disturbances, legislation, regulation, judicial order, acts of military authorities, accidents, fires, natural disasters or other catastrophes or events beyond the Parties' reasonable control or commercially viable means of mitigation.

12.6 Severability

If any part of this Agreement is void, prohibited or unenforceable, the rest of this Agreement will continue in force and effect and will be construed as if such part had never been part of this Agreement.

12.7 No Waiver

The failure of a Party to exercise any right under this Agreement, or their failure to insist upon strict or full performance of the obligations under this Agreement will not constitute a waiver of that Party's rights hereunder or a relinquishment of any provision of this Agreement. In order to be binding upon a Party, any such waiver must be express and in writing signed by that Party. The rights of the Parties under this Agreement are cumulative and not alternative.

12.8 Survival

Any provision of this Agreement that, expressly or by its nature, extends beyond the termination of this Agreement will survive any termination of this Agreement. Without limitation, Sections 5 and 6,7 shall survive any termination or expiry of this Agreement, howsoever caused, and shall continue in full force and effect.

12.9 Notices

All Notices necessary under this Agreement will be given in accordance with this Agreement and will be given to the Party at their address as stated at the beginning of this Agreement, provided that either Party may change its address for Notice at any time by Notice to the other Party.

12.10 Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

12.11 Delivery by Electronic Means

This Agreement and any other agreement, document or instrument required shall be deemed to be validly executed and delivered by a Party when a copy thereof has been executed by that Party and transmitted by facsimile or other electronic means to the other Party.

12.12 Public and Product Liability (Commercial General Liability)

Licensee shall be required to maintain insurance covering liability arising from premises, operations, personal injury, products/completed operations, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with limits of at least \$5,000,000 USD each occurrence or government mandated limits (whichever is higher).

13: MEDICAL DEVICE OBLIGATIONS

13.1 Registration, Approval, Certification and Listing

For each country the Software is sold as a medical device, regulatory approvals certificates will be made available to Licensee

CSI will follow their QMS to ensure and demonstrate that the device is safe and effective. , CSI must continue with its QMS certification requirements, mainly the ISO 13485 standard. This includes regular external audits and unannounced external audits.

CSI will appoint a local authorized representative to be their legal entity to represent CSI in the country and serve as a contact point with the country regulatory authority.

CSI will keep a complete MDF/STED/DFH which provides documented evidence that demonstrates conformity to the country regulations and references standards and that show the history of the design of the device.

CSI will adhere to annual and renewal procedures to maintain regulatory approvals for FDA, CE, Australia and Canada. All other regulatory approvals for other countries will be reviewed annually and maintained if there is sufficient business value. Should a decision to not renew a country, CSI will notify Licensee if it is considering removing a country regulatory approval and provide six months' notice of this withdrawal.

In the event that Licensee wishes to distribute the Software in additional countries for which CSI does not have regulatory approval, Licensee will reimburse CSI for costs to obtain such regulatory approval, as well as costs for registration of the Software trademarks.

CSI translates the user guides into 12 languages in the product: English, French, Spanish, Italian, German, Korean, Japanese, Traditional Chinese, Simplified Chinese, Brazilian Portuguese, Russian, Turkish and

Vietnamese. Any additional languages requested by Licensee will be subject to cost reimbursement. Any regulatory for countries that are removed may also result in the country's language being removed.

CSI will continue to be named as the manufacturer of the product as listed on the ResolutionMD Software.

13.2 Medical Device Reporting

Licensee recognizes that the Software is regulated as a medical device and agrees to promptly report any incident of patient harm or potential patient harm of which Licensee becomes aware, is alleged to have been directly or indirectly caused by the Software, to CSI in accordance with the regulations of the United States Food and Drug Administration or any other jurisdiction where the Software has been sold to a User. Licensee agrees to extend this obligation to any Channel Distributor that it engages to sell the Software. Licensee and CSI agree to cooperate with each other and with the applicable regulatory authorities in notifying affected Users, issuing Advisory Notices, conducting any Recalls and investigations, in accordance with the meanings of these terms and in the manner specified in the applicable regulations.

If any regulatory body with authority over medical devices provides written notice to either party to inquire about or investigate any substantial deficiency of the product, the party notified shall use its best efforts to give notice thereof to the other party within one business day of receipt of such contact from any regulatory agency or within the term required by such notice.

CSI will adhere to its patient safety issue procedure which outlines steps for identifying, investigating, handling and reporting Adverse Events, Recalls and Recall Notices.

13.3 Regulatory Audits and Inspections

Licensee shall have the right to conduct quality audits on CSI's quality system on an annual basis. CSI and Licensee will mutually agree on reasonable dates and times to conduct an audit/inspection.

CSI will follow its CAPA procedure to correct and prevent nonconformities.

Upon request, CSI will provide Licensee with a review of the regulatory compliance history, which will include (i) any observations or findings from inspections/audits conducted by any regulatory body with authority over the ResolutionMD software within the last year, and (ii) any related correspondence between CSI and the associated regulatory body with the last year.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

Accepted by Licensee

Accepted by Calgary Scientific Inc.

Per: _____

Per: _____

(Print Name and Title)

(Print Name and Title)

SCHEDULE A: Licenses Granted, Services Offered and Fees Payable

Schedule A describes the Licenses granted, pricing and Services offered to Licensee for all sites. All terms, conditions, limitations and disclaimers of the Agreement and the Terms and Conditions shall apply to this Schedule A. In consideration of the License and rights herein granted by CSI, Licensee shall pay the License Fees, set forth in this Schedule.

1. Distribution License Models

STANDARD / BASE CONFIGURATIONS:

ResolutionMD 2D, 3D, MIP/MPR with Collaboration*

*No additional modules are included in this package. Any new licensed features or additional modules required above what is listed as included will require an addendum or upon contract renewal if not already in the price list below.

NOTE: For all configurations below, Licensee will be responsible for supplying any hardware that will be interfaced with CSI’s Software. Hardware will meet hardware specifications provided by CSI. Server specifications are based on user base and site size, and CSI tech support will review this in technical training.

Failure to meet CSI’s published list of supported hardware platforms will void the Service Level Agreement response times. CSI also retains the right to support the Licensee at its discretion and the Licensee understands that any support provided will be charged to the license as non-qualified support governed under the terms and conditions outlined for Non-Qualified Support Escalation in Article 3.4.3 Software Maintenance, Support and Training.

2. Pricing Models:

Distribution License pricing based on a per site purchase (support and maintenance not included). Spot pricing/special discounted pricing can be requested on a deal-by-deal basis as quoted by CSI to Licensee.

a) Enterprise Perpetual License Model - Study based

Note: Support and Maintenance IS NOT included in price per study

Deal Type	Annual Study Volume	Perpetual Purchase Price per Study (USD)
Regional	>3M	
Large Enterprise	>2M	
Enterprise	>1M	
Large	400K < 1M	
Medium	100K < 400K	
Small	<100K	
Notes:		
- Annual study volume will be reported by Licensee during annual maintenance review, new volumes will be charged based on this pricing table		

b) Enterprise Annual Subscription License Model – Study Based

Note: Minimum 3-yr commitment, Support and Maintenance IS included in price per study

Deal Type	Annual Study Volume	Annual Subscription Price per Study (USD)
Regional	>3M	
Large Enterprise	>2M	
Enterprise	>1M	
Large	400K < 1M	
Medium	100K < 400K	
Small	<100K	
Notes:		
- Annual study volume will be reported by Licensee during annual maintenance review, new volumes will be charged based on this pricing table		

c) CCU Perpetual License Model

Note: Support and Maintenance IS NOT included in CCU pricing

Number of CCU’s	Price per CCU (USD)
200+	
100-199	
50-99	

20-49	
2-19	

a) CCU Subscription License Model

Note: Minimum 3-yr commitment, Support and Maintenance IS included in price per study

Deal Type	Price per CCU (USD)
200+	
100-199	
50-99	
20-49	
2-19	

b) Additional Site Pricing

Note: Support and Maintenance is NOT included in pricing

Deal Type	Cost per Server (USD)
Test Server	
vGPU MPR/3D Site Fee	

3. Minimum Order Requirements

The minimum quantity for any license purchase shall be 5 concurrent users or 50,000 studies per year, unless otherwise agreed in writing by the licensor.

4. Support and Maintenance Pricing

Except where otherwise noted in Section 2 of this schedule, Licensee will pay **18%, +annual CPI adjustments** of the Software Licensed price for Support and Maintenance on an annual basis. Support and Maintenance payments are due starting from original purchase date and renewed annually. Licensee must notify CSI of any site cancellations in writing ninety (90) days in advance otherwise Licensee is responsible for paying any invoice specific to the site based on the annual Support and Maintenance.

Licensee (initial): _____