

LifeLine Software
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(this “*Agreement*”)

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4. Ownership. Licensee acknowledges and agrees that:

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a. Warranty; Warranty Period. LSI represents and warrants that (i) the Software will operate in conformance with its published specifications for a period of twelve (12) months after the Effective Date (the "**Warranty Period**"); and (ii) all services performed by LSI will be performed in a professional and workmanlike manner for a period of ninety (90) days from the date upon which such work was performed. The foregoing warranty will be null and void, however, if Licensee makes or attempts to make any modifications or enhancements to the Software or uses it in violation of any of the restrictions set forth in Section 5 above.

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b. Licensee further acknowledges and agrees that, in the event of Licensee's breach of its obligations under this provision, LSI will be entitled to temporary and permanent injunctive relief, without the necessity of bond, enjoining Licensee from committing any further breach, in addition to any other remedies to which LSI may be entitled at law or in equity.

10. Termination.

a. Events of Default. Either party may terminate this Agreement and the license(s) granted herein at any time and without further notice in the event that:

i) The other party breaches any of its material obligations under this Agreement and fails to cure such breach within thirty (30) days following its receipt of written notice thereof.

ii) The other party becomes insolvent, makes an assignment for the benefit of its creditors, or otherwise becomes the subject of any voluntary or involuntary bankruptcy proceeding under Chapter 7, Chapter 11 or Chapter 13 of the United States Bankruptcy Code, which is not dismissed within thirty (30) days following the date filed.

b. Return of Software. In the event of termination by reason of the Licensee's failure to comply with any part of this Agreement, or upon any act which shall give rise to LSI's right to terminate, then Licensee shall immediately cease using the Software and the Documentation, and (i) return all copies thereof to LSI, without notice or demand, or at LSI's election, (ii) destroy the Software, Documentation, and all copies thereof, and then certify to LSI in writing that such materials have been destroyed.

c. Survival. Under no circumstances will the termination of this Agreement or the license(s) relieve either

party of any of its confidentiality obligations hereunder, or any other obligations which might reasonably be presumed to survive the termination of this Agreement. The remedy of termination shall be in addition to, and not in lieu of, any other remedies to which either party may be entitled, at law or in equity.

11. Maintenance and Support.

a. Maintenance and Support During Warranty Period.

i) LSI shall provide remote technical support for the Software via telephone and e-mail during LSI's regular business hours during the Warranty Period. Any updates, upgrades and new releases to the Software released by LSI during the Warranty Period will be provided at no additional charge. LSI represents and warrants that any updates, upgrades and new releases provided during the Warranty Period will operate in accordance with their published specifications during the remainder of the original Warranty Period.

ii) Remote Installation Assistance. At a time mutually agreeable to the parties, but in no instance greater than sixty (60) days after execution of this Agreement, LSI shall, at no additional charge, remotely assist Licensee with the installation and configuration of the Software so that the Software shall properly process data, run on Licensee's equipment, and otherwise function according to its specifications, assuming that Licensee's equipment meets LSI's minimum requirements for the Software.

b. Extended Maintenance and Support Services. LSI will continue to provide maintenance and support services upon Licensee's request after the expiration of the initial Warranty Period, subject to Licensee's acceptance, execution, delivery and/or payment of a Quotation, Purchase Order or other written agreement in such form as may be acceptable to or prescribed by LSI, and on the terms and conditions set forth therein. Under no circumstances, however, will LSI be obligated to maintain or support any Software for more than twelve (12) months following the date of its initial release of any new version or release of the Software.

12. Compliance with Export Regulations. Licensee has or shall obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals; shall indemnify and hold LSI harmless from, and bear all expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the technology to be developed or provided herein. Licensee shall not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by U.S. regulation or statute, without the prior written consent, if required, of the Bureau of Export Administration of the U.S. Department of Commerce. This

provision and the assurances made herein shall survive termination of this Agreement.

General.

a. Entire Agreement. Licensee acknowledges and agrees it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Licensee further agrees that this is the complete and exclusive statement of the Agreement between the parties relating to the subject matter hereof, and supersedes any prior proposals by LSI or agreements between the parties, oral and written, relating to the subject matter of this Agreement.

b. Force Majeure. Dates or times by which either party is required to perform any particular obligations under this Agreement or the Order Form shall be postponed automatically to the extent that either party is prevented from meeting them by causes beyond its reasonable control.

c. Non-Waiver. The waiver or failure of either party to this Agreement to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.