

**INTERLINX SYSTEMS LTD.
SOFTWARE LICENCE AND SERVICES AGREEMENT**

This SOFTWARE LICENCE AND SERVICES AGREEMENT is dated as of the ____ day of _____, 20__ between INTERLINX SYSTEMS LTD., a limited company under the laws of the United Kingdom ("**Licensor**") and ●, a [● **corporation**] ("**Licensee**").

BACKGROUND:

- A. Licensor has developed an image exchange and data routing computer software program used for exchanging medical images, reports and normalizing medical imaging data (the "**Interlinx Platform**", which shall include all upgrades and updates thereto.)
- B. Licensee wishes to license the **Interlinx Platform** and engage Licensor to provide services related thereto, and Licensor has agreed to grant such licence and provide such services, pursuant to the terms of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee (collectively, the "**Parties**" and individually, a "**Party**") agree as follows:

1. **Grant of Licence.** Subject to the terms of this Agreement, Licensor hereby grants to Licensee a subscription (subject to Section 19) non-transferable and non-exclusive licence ("**Licence**") to use the Interlinx Platform solely for Licensee's own internal business purposes and solely at the designated site(s) set forth on Schedule "A" hereto (the "**Designated Site(s)**"). If Licensee wishes to use the INTERLINX PLATFORM at designated sites in addition to the Designated Site(s), Licensee agrees to obtain a separate licence for each such site.
2. **Restrictions on Use.** Licensee shall not use the Interlinx Platform on behalf of or for the benefit of any other Person, including an affiliate of Licensee, except as expressly provided herein. For the purposes of this Agreement, "**Person**" includes an individual, corporation, partnership, joint venture, trust, unincorporated organization, the Crown or any other entity recognised by law.
3. **Services.** Licensor shall provide the software maintenance and support services described in Section 7 hereof (the "**Maintenance and Support Services**") and the configuration, installation, training and other professional services described herein (the "**Professional Services**" and together with the Maintenance and Support Services, the "**Services**") in respect of the Interlinx Platform, all in accordance with the terms of this Agreement.

Licensee shall (a) not copy the INTERLINX PLATFORM (b) not copy any of the Documentation for any purpose; (c) not assign this Agreement or transfer, lease, or otherwise grant a sublicense of the Interlinx Platform or the Licence contained herein to any Person except as and when authorized to do so by Licensor in writing; (d) not reverse

4. **Project Co-ordinators.** Each party designates the person listed on Schedule "A" as its respective project co-ordinator (a "**Project Co-ordinator**") for the purposes of rendering the Services hereunder. The Project Co-ordinator of each party shall be responsible for arranging all meetings between the parties, and for the

transmission and receipt of work product, and any information and notices between the parties. The Project Co-ordinators shall also be responsible for all administrative matters such as invoices, payments, and all addenda and amendments to this Agreement.

5. **Configuration and Installation.**

(a) Subject to Licensee fulfilling its obligations as set out in Section 5(b), Licensors shall provide the INTERLINX PLATFORM via Interlinx hosted and managed software service via https at the Designated Site and configure the INTERLINX PLATFORM to render it compatible with such computer. Licensors shall also deliver to Licensee one copy of the Documentation. Licensee will provide co-operation and assistance through its IT, diagnostic imaging, business process and operations personnel, as reasonably required by Licensors in order to provide the configuration and installation services hereunder. Licensors shall make reasonable efforts to meet the targeted date set out in Schedule "A" for completion of initial configuration and installation but shall not be liable for its failure to do so. Licensors shall provide prompt notice to Licensee if it determines at any time that there will be any delay in completing the configuration and installation.

(b) Licensee is responsible for ensuring that the Platform complies with the applicable requirements set out in the Specifications (as defined in Schedule "B" hereto). Licensee is also responsible for providing the services and/or deliverables, if any, listed in Schedule "A" hereto as "Licensee Requirements". Licensee acknowledges that Licensee's timely, complete, and accurate performance of its obligations hereunder are essential to Licensors meeting any targeted completion date.

6. **Training.** Licensors shall provide Licensee with basic training to use the INTERLINX

PLATFORM as more particularly described on Schedule "A" at such time as is mutually convenient for both Parties.

7. **Fees.** Licensee agrees to pay to Licensors the fees set out on Schedule "A", in accordance with the payment terms set out therein, for use of the Interlinx Platform (the "**Subscription Licence Fees**") which include the Maintenance and Support Services provided hereunder ("**Annual Maintenance Fees**"). All payments due hereunder are exclusive of all taxes and duties, which taxes and duties shall be the responsibility of Licensee. Any late payment shall be subject to interest, from the applicable due date, at an amount equal to the lesser of 2% per month or the maximum amount permitted by law.

8. **Maintenance and Support.** Upon payment of the Subscription License Fee, and for each year Licensors shall provide the Maintenance and Support Services specified in Schedule "B" hereto. Licensee must, in addition to paying the Subscription License Fee, accept each maintenance update or upgrade provided by Licensors, which maintenance updates and upgrades will be installed and configured by Licensors in accordance with Section 5 hereof.

9. **Ownership and Copyright.** Licensee acknowledges that the Interlinx Platform is proprietary to Licensors and that all rights thereto, including all intellectual property rights therein are owned by Licensors. No title or ownership of the Interlinx Platform or any portion thereof is transferred by Licensors to Licensee hereunder. Licensee shall not remove, alter or obscure any of Licensors' marks or propriety notices on the INTERLINX PLATFORM or the Documentation.

10. **General Representations and Warranties.**

Each of Licensors and Licensee represents and warrants to the other as follows:

(i) it has the full right, power, legal capacity and authority to perform its obligations under this Agreement;

- (ii) the entering into of this Agreement will not conflict with, or result in, a breach of the terms, conditions or provisions of, or constitute a default under, any agreement to which it is bound;
- (iii) it is a corporation, duly organized and in good standing under the laws of the jurisdiction of its incorporation and will maintain such status; and
- (iv) the person(s) signing this Agreement on its behalf has been duly authorized by all necessary corporate action, and this Agreement has been duly and validly executed and constitutes its legal, valid and binding obligation enforceable against it in accordance with its terms.

Licensor represents and warrants that the Services shall be performed in a professional and workmanlike manner consistent with industry standards, exercising due skill and care.

11. **Limitations on Liability.** Should Licensor be in breach of any obligation under this Agreement, Licensee's remedies will be limited to those set forth in this Agreement and no action may be brought more than twelve (12) months after the facts giving rise to the cause have action have occurred, regardless of whether those facts by that time are known to, or reasonably ought to have been discovered by Licensee. The remedies provided in this Agreement are the sole and exclusive remedies of the Parties.

THE MAXIMUM TOTAL LIABILITY FOR LICENSOR FOR ANY CLAIM WHATSOEVER, INCLUDING WITHOUT LIMITATION CLAIMS FOR BREACH OF CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE SHALL BE AN AWARD FOR DIRECT, PROVABLE DAMAGES NOT TO EXCEED THE AMOUNTS PAID HEREUNDER BY LICENSEE TO LICENSOR WITHIN THE PREVIOUS TWELVE (12) MONTHS, LESS THE AMOUNT OF ANY DAMAGES ALREADY PAID. IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY,

INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION AND ANY OTHER COMMERCIAL LOSS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. **Injunctive Relief.** Licensee agrees that any breach by it of any Section 2, 9 or 15 of this Agreement may cause serious and irreparable harm to Licensor and that in the event of such a breach by Licensee, Licensor will be entitled to seek injunctive relief as well as any and all other remedies available at law or in equity.

13. **Indemnity.** Licensee shall indemnify Licensor from any claim by a third party arising out of or related to Licensee's use of the Interlinx Platform.

14. **Confidential Information.** In the performance of this Agreement or in contemplation thereof, the Parties may each have access to computer programs, product plans, flow charts, marketing and sales information, customer lists, know-how, trade secrets and other confidential information owned by the other ("**Confidential Information**"). Each of the Parties agrees (a) to use commercially reasonable efforts to protect the Confidential Information of the other Party from unauthorized use or disclosure and to use at least the same degree of care with regard thereto as it uses to protect its own confidential information of a like nature; (b) to use and reproduce the Confidential Information of the other Party only as permitted under this Agreement or as needed to perform its duties hereunder; and (c) not to disclose or otherwise permit access to the Confidential Information of the other Party to any third party, without the other Party's prior written consent. Information will not be considered to be Confidential Information if it: (i) was known by one Party prior to its receipt from the other, (ii) is or becomes public knowledge without the fault of the recipient, (iii) is rightfully received by the recipient from a source other than a Party to this Agreement, (iv) is disclosed with the written consent of

the Party whose information it is, or (v) is disclosed pursuant to court order or other legal compulsion.

15. **Legal Compliance.** The Parties shall comply with their respective obligations under all federal, state/provincial, and local laws and regulations applicable to the performance of their respective obligations hereunder, including, without limitation, any applicable laws and regulations governing the security and privacy of personal information, including electronically stored personal health information.
16. **Term and Renewal.** This Agreement shall have an initial term of one (1) years from the date first written above, unless earlier terminated as provided herein. Upon expiration of the Agreement at the end of the initial term or any renewal thereof, the parties may agree to renew the Agreement on terms to be mutually agreed.
17. **Early Termination.** Either party may terminate this Agreement before the end of the initial term or any renewal thereof by written notice to the other party, if (i) the other party fails to cure any material breach of the Agreement, other than a breach of Section 2, 15 or 16 , within a thirty (30) day period after having received a written notice from the non-breaching party detailing such breach; (ii) the other party fails to cure any material breach of Section 2, 15 or 16, within a two (2) day period after having received a written notice from the non-breaching party detailing such breach; (iii) the other party shall admit in writing its inability to pay its debts generally as they come due, shall commit an act of bankruptcy or insolvency, or shall file any petition or action for relief under any bankruptcy, reorganization, insolvency or moratorium law, or any other law or laws for the relief of, or relating to, debtors or take any action in furtherance of any of the foregoing; (iv) an involuntary petition shall be filed under any bankruptcy statute against the other party or a receiver or trustee shall be appointed to take possession of the properties of such party unless such petition or appointment is set aside or withdrawn or ceases to be in effect

within 60 days from the date of said filing or appointment; or (v) the other party ceases or threatens to cease carrying on business in its normal course or disposes of all or a significant part of its business or assets or an encumbrances, lien holder or a person acting on its behalf takes possession of all or a substantial part of the assets of such party (provided such disposition or possession, as applicable, materially affects the ability of the party to perform its obligations under this Agreement).

18. **Survival.** The provisions of Sections 2, 9 to 15 and 20 to 28 herein shall survive the termination or natural expiration of this Agreement. The Licence granted to Licensee pursuant to Section 1 of the Agreement shall survive the natural expiration of the Agreement or early termination thereof by Licensee, provided however that upon early termination of the Agreement by Licensor pursuant to Section 19, the Licence and all of Licensee's rights thereunder shall cease. Upon such early termination by Licensor, Licensee shall immediately stop using and shall uninstall the INTERLINX PLATFORM, together with any copies thereof and shall destroy all Documentation, and provide Licensor forthwith with certification of compliance with such requirements. The termination of the Licence and/or this Agreement shall not prejudice or affect the accrued rights or claims of Licensor nor shall it release Licensee from any of the restrictions of this Agreement concerning use, possession, copying, or disclosure of the INTERLINX PLATFORM or Documentation, all of which shall survive termination.
19. **Notice.** All notices, requests, demands, claims, and other communications hereunder shall be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given (i) when delivered, if personally delivered, (ii) when receipt is electronically confirmed, if faxed or e-mailed (with hard copy to follow via first class mail, postage prepaid in case of a notice of termination) or (iii) one (1) day after deposit with a reputable overnight courier, in each case addressed to

the Project Co-ordinator at the address noted in Schedule "A" hereto.

20. **Force Majeure.** Neither Party shall be liable to the other Party for any delay or failure to perform its obligations hereunder due to strikes, labour disputes, riots, storms, floods, explosions, act of God, war or other cause beyond the reasonable control of such Party (other than lack of funds), provided such Party notifies the other Party immediately and in detail of the nature of such cause and the probable consequences thereof, and provided further that such Party uses its reasonable efforts to render performance in a timely manner.
21. **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other, such consent not to be unreasonably withheld, except that Licensor shall be entitled to assign this Agreement to an affiliate of Licensor without the prior written consent of Licensee. The rights and obligations under this Agreement shall be binding upon, and enure to the benefit of, the parties and their respective successors and permitted assigns.
22. **Schedules.** The schedules to this Agreement form an integral part of this Agreement.
23. **Governing Law.** This Agreement shall be governed by and construed in accordance

with the laws of the United Kingdom and shall be treated in all respects, as a United Kingdom contract. The Parties submit to the non-exclusive jurisdiction of the courts of the United Kingdom.

24. **Currency.** Unless otherwise indicated, all dollar amounts referred to in this Agreement are in Great Britain Pounds Sterling funds.
25. **Entire Agreement; Amendment.** This Agreement, including all schedules, is the complete statement of the agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations and representations, oral or written, between the Parties with respect to the subject matter hereof. This Agreement may not be modified except by a written instrument duly executed by the Parties hereto.
26. **Severability; No Waiver.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force. The waiver by either Party of a breach of any provision of this Agreement will not operate as a waiver of any other breach. No delay or failure of Licensee or Licensor to exercise any right or remedy will operate as a waiver, except where specifically provided to the contrary.

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

INTERLINX SYSTEMS INC.

[INSERT FULL LEGAL NAME OF LICENSEE]

Per: _____

Per: _____

Name: _____

Name: _____

Title: _____

Title: _____

SCHEDULE "A"

ADDITIONAL TERMS

1. LICENSOR

Project Co-ordinator: _____

Address: _____

Telephone No. _____

Fax No. _____

Email: _____

2. LICENSEE

Project Co-ordinator: _____

Address: _____

Telephone No. _____

Fax No. _____

Email: _____

3. DESIGNATED SITE(S)

[name of facility/premises] _____

[address] _____

4. INSTALLATION AND CONFIGURATION

Target date for completion of installation and configuration: _____

Fees for installation and configuration: See Section 6 below.

The fee for installation and configuration is included in the Subscription License Fee. However, there may be an extra fee for work outside the scope of the initial installation and configuration at a rate of \$250 per hour.

Assumptions:

● [Specify any assumptions made in determining the fee for installation and configuration]]

Licensee Requirements:

● [Specify "N/A" or list any services or deliverables that Licensee is required to provide for purposes of the installation and configuration.]

5. TRAINING

Licensor shall provide training for up to ● [insert number] of Licensee's representatives, at a **[one-time,] ● [insert number] [hour/business day] session**. The training will take place at **[the Designated Site]**, on a date to be agreed by the Parties. If Licensee requests additional training it will be provided at a mutually agreed time, at the rate applicable to Professional Services, as set out below.

6. FEES

(i) **Subscription Licence Fees:** **[As set out in the quotation dated]**

Subscription Licence Fees are based on the number of nodes of the INTERLINX PLATFORM in any given month. The Subscription Licence Fee is billed on an annual basis. The first payment is due upon contract signing and subsequent payments are due every twelve months after the initial contract date.

(ii) **Professional Services Fees:**

Installation and Configuration: **[As set out in the quotation dated ●] OR[\$●, plus travel and other related out-of-pocket expenses]**, payable upon execution of the agreement.

Other Professional Services: £200 per hour plus travel and other related out-of-pocket expenses during the first year of the Agreement. Fees and expenses payable monthly or upon completion of the applicable Professional Services (if the duration of the relevant Services is less than one month). The hourly rate is subject to increase in subsequent years.

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SCHEDULE "B"

MAINTENANCE AND SUPPORT

Upon payment of the Annual Maintenance Fee, Licensors shall provide Licensee with the following Maintenance and Support Services:

- (a) provision to Licensee of such updates and upgrades to the INTERLINX PLATFORM as Licensors may from time to time make available to its licensees generally at no additional cost; and
- (b) provision of the services of a qualified representative of Licensors to attempt to correct (which may consist of providing a suitable fix or workaround) any non-conformance of the INTERLINX PLATFORM with the Specifications (each an "**Error**") which has been brought to the prompt attention of Licensors by Licensee. For the purposes of this Agreement, "**Specifications**" means the technical and functional specifications for the design, performance, operation and maintenance of the INTERLINX PLATFORM published by Licensors and made available to Licensee. Licensee shall co-operate with Licensors in providing access to the Designated Site and Platform as required by Licensors to provide such support.
- (c) Licensors shall provide Licensee with telephone access to technical experts for technical assistance ("**Assistance**") and Errors as follows: (i) for all Assistance and Errors (other than Critical Errors), from Monday to Friday, from 8 am to 5 pm Eastern Time; and (ii) for Critical Errors, seven days a week, 24 hours a day. "**Critical Error**" means an Error which results in the INTERLINX PLATFORM being entirely inoperable.
- (d) Licensors shall generally diagnose and handle Errors and provide Assistance remotely, and Licensee must provide remote access connectivity to the Licensee systems which support the INTERLINX PLATFORM. In the event that Assistance cannot be provided or an Error cannot be handled remotely, Licensors shall dispatch a technical expert to provide onsite Assistance or Error handling to Licensee, provided that Licensors may require Licensee to reimburse Licensors for travel, automobile and other related out-of-pocket expenses incurred in connection with any such technical experts.
- (e) Licensors shall provide a telephone number as a single point-of-contact for support. Licensee shall call this number to report all requests for Assistance and all Errors. Assistance and Errors other than Critical Errors can also be reported by e-mail.

Maintenance and Support Services do not include:

- (i) any non-conformance of the INTERLINX PLATFORM with the Specifications as a result of the use of INTERLINX PLATFORM other than on the Platform or otherwise in violation of the Licence restrictions or not in accordance with Documentation;
- (ii) Errors resulting from any services performed or any modifications, including upgrades or updates, made to the INTERLINX PLATFORM, by any party other than Licensors or an authorized representative of Licensors; or

- (iii) accident, misuse of or damage or modification to the INTERLINX PLATFORM by Licensee, or failure by Licensee to maintain the Platform .

In the event Licensee requests any service that is not a part of the Maintenance and Support Services, Licensor may comply with such request, at its discretion, at its hourly rate for Other Professional Services, as set out above.

All support requests must be submitted by email using the following email address:
support@interlinx.io