

Axis End User License Agreement & Schedule 1

This Software License Agreement (“**Agreement**”), by and between Axis Clinical Software Inc. (“**Company**” or “**Licensor**”), at 6443 SW Beaverton-Hillsdale Highway, Suite 400, Portland, Oregon 97221, and End User (“**Licensee**” or “**End User**”), is effective the date the sales agreement for Axis Software Product, (“**Siemens Sales Agreement**”) is fully executed between Siemens Medical Solutions USA, Inc., (“**Siemens**”) a Reseller of Axis Products, and the End User (“**Effective Date**”).

A. Scope of License

1. Company grants Licensee a restricted perpetual, non-exclusive license to use each of the Axis software products sold by Siemens and included in the Siemens Sales Agreement, in accordance with the terms and conditions of this Agreement.

Server shall be defined as a dedicated computer hardware system on which said software products shall be installed.

Concurrent Users shall be defined as the maximum number of users to have access to a software product at the same time (i.e., logged on to a software product simultaneously), as applicable.

Site shall be defined as a distinct facility owned and operated by Licensee, or an affiliate (i.e., an entity that owns, is owned by, or is under common ownership with Licensee) of Licensee pre-approved to use the software products, and shall cover an unlimited number of PC workstations therein.

Specialty shall be defined as a primary medical specialty or area of care for which data shall be collected in conjunction with said software products.

Software Product	License Type and/or Unit Volume
PATS® Reporter for Client/Server Network or other specified Axis software	One LAN Server, 2 Concurrent Users, Unlimited Named Users
PATS® ACC-NCDR® Certified Database Participation Module(s), CathPCI Registry®, IMPACT® Registry, or other NCDR Registries	1 Module Supporting 1 Participant ID for each Registry Licensed
PATS® Application Interface Module	1 Module Supporting Unlimited Templates

Site
As specified in Siemens Sales Agreement

Specialty	
Cardiac Services	Cardiac Cath Lab

2. The PATS® software products covered by this Agreement operate in conjunction with the Caché database application by InterSystems Corporation. Said database application is included with, and embedded in, said software products, and InterSystems Corporation’s License & Services Agreement is included as **Schedule 1**. Company shall purchase and, provided that Licensee is not in breach of its payment obligations to Company hereunder, maintain all required licenses for said database application on behalf of Licensee, and shall provide Licensee with copies of said licenses. Said licenses shall be in the name of Licensee.

3. The software products covered by this Agreement, inclusive of the Caché database application, may reside on a maximum of one Server. Should Licensee, after the Effective Date of this Agreement, desire to install said software products on additional servers, including but not limited to a test server, Company shall modify the terms and conditions of this Agreement by means of an addendum; and Licensee shall pay for all applicable additional licenses at the time of such addendum.
4. Licensee shall only install the software products covered by this Agreement at the Site expressly named in the Siemens Sales Agreement, with the exception of an information systems/technology department operated by Licensee that supports said software products, if applicable.
5. Should Licensee, after the Effective Date of this Agreement, desire to install software products at additional Sites not specified in the Siemens sales agreement, Company shall modify the terms and conditions of this Agreement by means of an addendum; and Licensee shall pay for all applicable additional licenses at the time of such addendum. Licensee may engage third parties to provide technical support, data abstraction, data entry, reporting and other functions in connection with the software products, or otherwise use or have access to the software products in any other manner, only if the following conditions are met:
 - a) Licensee must directly notify Company in writing that it wishes to engage such third party and include the name of such third party, address, email and phone number of a contact person for the third party, and the reason necessary for the use by the third party of (or access to) the software products. The notice shall be sent to Support@AxisClinical.com.
 - b) Such third party will execute Company's standard Non-Disclosure and Confidentiality Agreement.
 - c) Company will assess the need for education or training of third party personnel by Company. Such third party's proposed use of (or access to) the software products shall either be approved or rejected in Company's sole discretion.
 - d) Disclosure of the software products or any Company confidential or proprietary materials shall be restricted to the minimum necessary for the third party to fulfill its obligations, as described by Licensee to Company.
 - e) Any systems used by a third party to use or access the software products must comply with Company's applicable technical specifications.
6. Licensee may make copies of the software products covered by this Agreement for internal backup and disaster recovery purposes only. Licensee is strictly prohibited from (a) making or disseminating copies of said software products for any other reason, or (b) creating modifications or derivative works of the software products, without Company's prior written consent.
7. Licensee shall not reverse engineer, re-engineer, decompile, disassemble, extract from, reproduce, sell, lease, distribute, lend or otherwise access the source code of any of the software products covered by this Agreement, in part or in whole, nor cause, allow or contract with any third party to engage in such activities.
8. Licensee shall provide a signed record of acceptance of the software and all Company provided training to the Company. Licensee acknowledges such record of acceptance shall authorize Siemens to invoice the Licensee.

B. Professional Services

1. Company shall provide Licensee the professional services specified in the Licensee selected Axis Package Offering and listed in the Siemens Sales Agreement, in accordance with the terms and conditions of this Agreement.

2. Company shall deliver all professional services in accordance with prevailing professional standards.
3. Should Licensee, after the Effective Date of this Agreement, desire additional professional services, above and beyond those specified in the selected Axis Package Offering in the Siemens Sales Agreement, Company shall modify the terms and conditions of this Agreement by means of an addendum directly with Company; and Licensee shall pay for said additional professional services at the time of such addendum. Such professional services may not be available for purchase from Siemens.
4. In such event as Licensee does not, for any reason except lack of availability of Company, assume delivery of all professional services specified in **Section B.1** within 24 months of the Effective Date of this Agreement, said services shall be forfeited by Licensee in their entirety.

C. Software Maintenance and Support Program

1. For the time period(s) covered by this Agreement and any addenda, Company shall provide Licensee the following maintenance and support services in conjunction with the software products covered by this Agreement.
 - a) Routine maintenance updates, as well as major version upgrades to the software products covered by this Agreement and implemented by Company in its sole discretion, including, as may be applicable, any or all of: new, improved and augmented features/functions; performance enhancements; technical standards advancements; remote installation assistance; updated electronic documentation; updated installation guides; and release notes.
 - b) Licensee technical support, including: protection against (and fixes/patches for) software glitches, bugs, breakdowns or failures; remote troubleshooting assistance for software-related technical issues; remote database access for diagnostic assessment; response to inquiries from PATS® database managers and PATS® system administrators via toll-free telephone hotline, email, fax and/or Internet communication; and secure, password-protected access to UserWEB Center at Company's website.

All other professional services that are not identified in clauses a). or b). above, such as, but in no way limited to, training, data conversion and interface template development, are provided by Company within the professional services program described in Section B and are not included in the software maintenance and support program.

2. Company shall provide support services to Licensee, as specified in Section C.1.b), during the hours of 7:00 am to 5:00 pm Pacific Time, Monday through Friday, exclusive of holidays. Any support issues specific to the interfacing of PATS and the Siemens product may be directed directly to Siemens.
3. Licensee shall be afforded access to software maintenance and support services without charge up to the first of the month following the system go live date (i.e., date of first productive use). Thereafter, said services are included with a software maintenance and support program that shall begin the first of the month following the system go live date, and in which Licensee shall participate for an initial term (i.e., a minimum) of three (3) years directly with Company. The first year support and maintenance fee is included in the product sales price reflected in the Siemens Sales Agreement, subsequent years are billed directly by Company. Company shall, at the end of the initial term of three (3) years, automatically renew said program, i.e., for subsequent terms direct from Company. Licensee shall, at the end of the initial term of three (3) years, retain the option to renew said program for subsequent terms of one year, three years or five years. Company, and not Siemens, shall issue notification direct to Licensee at least 45 days in advance of the expiration of the initial and every subsequent term. Said notification shall be in writing and shall include an addendum to this Agreement. Licensee shall indicate through such addendum whether a subsequent term of one year, three years or five years is desired. Should Licensee desire

to terminate said program at the end of the initial or any subsequent term, Licensee shall notify Company in writing at least 15 days in advance of the anniversary date, and in accordance with Section F.18 herein.

4. Licensee shall appoint at least one employee to serve as Licensee's PATS® data manager for the software products covered by this Agreement. Said employee shall be certified by Company through the PATS® Training session specified in selected Axis Package Offering in Siemens sales agreement. Should Licensee experience turnover in any such data manager, for any reason, at any time, Licensee shall appoint another employee to replace such PATS® data manager. If said replacement data manager was not previously certified by Company through a PATS® Training session, Licensee shall have the option to arrange with Company for an additional PATS® Training session or other comparable training as may be available, and acceptable to Company. In such event, Company shall modify the terms and conditions of this Agreement by means of an addendum; and Licensee shall pay for said training services at the time of such addendum.
5. To aid Company in the diagnostic assessment of problems as may arise with the software products covered by this Agreement, Licensee shall provide Company remote access by VPN to the Server and at least one client on which said software products are installed. The Internet connectivity required for use of VPN shall be maintained by Company at its own expense. Licensee shall also: (a) maintain an updated copy of Symantec pcAnywhere for Windows, Remote Desktop, or equivalent software, and/or (b) allow Company to utilize VNC, or equivalent software, as shall be maintained by Company at its own expense and/or (c) allow Company to use a proprietary WebEx (webconferencing) account, as shall be maintained by Company at its own expense. Said remote access by Company shall be subject to, and consistent with, the reasonable security policies and procedures of Licensee.
6. Company shall, solely at its option, deliver routine maintenance updates, major version upgrades, fixes, patches and other corrective materials by any reasonable electronic means available, including, but not limited to, Internet (i.e., download from UserWEB Center at Company website), email and/or DVD.
7. Company shall have no duty to correct problems, errors or inconsistencies impacting the software products covered by this Agreement if caused by: (a) hardware on which the software products are installed, if such hardware does not meet the minimum technical specifications published by Company for the version of said software products in use by Licensee, (b) malfunctions in hardware operated by Licensee, (c) malfunctions in any software products not provided by Company (i.e., software provided by other vendors), (d) interactions between the software products covered by this Agreement and any software products not provided by Company (i.e., software products provided by other vendors), (e) use of the software products covered by this Agreement in a manner not authorized or contemplated in its documentation, (f) modifications to the software products covered by this Agreement, if such modifications were made by Licensee or a third party without express and prior consent of Company, (g) modifications to the functional or technical characteristics of hardware operated by Licensee, with the exception of standard Windows OS patches as are publicly released on a regular basis, if such modifications are inconsistent or incompatible with the minimum technical specifications published by Company for the version of said software products in use by Licensee (h) modifications to the computer operating system or server platform employed by Licensee, with the exception of standard Windows OS patches as are publicly released on a regular basis, if such modifications are inconsistent or incompatible with the minimum technical specifications published by Company for the version of said software products in use by Licensee, or (i) the physical environment in which any of the software products covered by this Agreement are deployed.
8. Company shall reserve the right to limit or cease maintenance and support services specified in Section C.1.b) for any of the software products covered by this Agreement: (a) over any period of time during which the version of any of the software products covered by this Agreement is lower than the most current version available, and more than 12 months have passed since Licensee received notification from Company of the existence of a major version upgrade, (b) over any period of time during which the hardware on which any of the software products covered by this Agreement are installed does not meet the minimum technical specifications published by Company for the version of said software products in use by Licensee, (c) in the event Licensee

requests a fix/patch for, or requests assistance with, a particular issue for which resolution is available in any version of the software products covered by this Agreement more recent than the version in use by Licensee, and/or (d) over any period of time that Licensee is in default of its payment obligations to Company.

9. Company shall not be obligated to provide Licensee with any software maintenance and support services not expressly described in Section C.1. Should Licensee, at any time this Agreement is in force, desire software maintenance and support services not expressly described in Section C.1, Licensee shall submit a detailed request to Company; Company shall thereafter, within a reasonable period of time after receipt of said request, and at its discretion, determine whether it is able or willing to fulfill said request, and shall respond accordingly to Licensee, which shall include, as may be applicable, a proposal and price quote based on estimated time and materials. If any such proposal is approved by Licensee, Company shall augment the terms and conditions of this Agreement by means of an addendum; and Licensee shall pay for said services at the time of such addendum.

D. Database Participation Support Program

1. Company shall provide Licensee a certified software utility for submission of data to the following database organization and program,

The American College of Cardiology, ACC-NCDR® Supported Registry Programs ®,

Said utility shall be in compliance with the current data set as defined and required by said database organization. Company shall, in accordance with any changes or updates to said data set, as published by said database organization, provide Licensee with an upgrade to said utility.

2. Company shall remit distribution fees on behalf of Licensee to said database organization as mandated by the provisions of the vendor agreement between Company and said database organization. Company shall, in accordance with the provisions of said vendor agreement, adhere to all requirements of said database organization, and communicate to Licensee any updates and/or changes to said requirements as related to the certified software utility specified in Section D.1.
3. For the initial order, Licensee shall provide to Siemens, on behalf of Company, written documentation of the Participant ID issued to Licensee by said database organization in concert with the participant agreement by and between said database organization and Licensee. Company cannot, and shall not, deliver to Licensee the certified software utility specified in Section D.1 until and unless, Licensee provides Company with said written documentation, as mandated by the provisions of the vendor agreement between Company and said database organization. Said Participant ID shall be in Licensee's name.
4. Licensee shall be afforded access to database participation support services, as specified in Sections D.1 and D.2 above, without charge up to the first of the month following the system go live date (i.e., date of first productive use). Thereafter, said services are included with a database participation support program that shall begin the first of the month following the system go live date, and in which Licensee shall participate for an initial term (i.e., minimum) of one year. Company shall, at the end of the initial term, automatically renew said program(s) on an annual basis, i.e., for subsequent terms of one year. Should Licensee desire to terminate said program at the end of the initial or any subsequent term, Licensee shall issue notification to Company at least 15 days in advance of the anniversary date. Said notification shall be in writing and delivered in accordance with Section F.18 below. Termination of said program will require Licensee to discontinue use of certified software utilities as mandated by the provisions of the vendor agreement between Company and said database organization in accordance with Section F 24 and F 25 below.

E. Fees and Payment

1. Any annual fees for database participation support (refer to Section D) are independent and mutually exclusive of any and all fees payable by Licensee directly to said database organizations, including but not limited to annual membership fees and annual database participation fees.
2. The first year of software maintenance and support and database participation support are included in initial purchase, and each subsequent year shall be billed to Licensee, in advance, upon the annual anniversary date of said program, as described in Sections C.3 and D.4. Company shall issue an invoice to Licensee at least 45 days in advance of the anniversary date (i.e., renewal date) of the annual software maintenance and support program and annual database participation support program. Said invoice shall be due and payable by said anniversary date.
3. Provided Licensee is current with all payment obligations hereunder, Company shall extend a six percent (6%) discount to Licensee for any additional software products and professional services purchased from Company during the initial three year term of the software maintenance and support program and any subsequent terms of equal or greater length.

F. General

1. Legal Relationship. Licensee acknowledges all Sites named in the Siemens Sales Agreement are hereby incorporated into the Site Table in Section A.1, have a legal affiliation or association with Licensee, such as, but not limited to, all Sites are one and the same as Licensee, or are controlled or owned by Licensee; and as such, Licensee may thereby lawfully execute this Agreement on their behalf, and in so doing (a) the provisions of this Agreement shall be valid and binding with respect to all of (and access to) the software products at any such site; and (b) Licensee shall be responsible for the compliance of such Sites with all terms and provisions herein this Agreement.
2. DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, COMPANY SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.
3. LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE, OR INABILITY TO USE, THE SOFTWARE PRODUCTS, OR ARISING OUT OF ANY OTHER CIRCUMSTANCES ASSOCIATED WITH THE SUBJECT MATTER OF THIS AGREEMENT (INCLUDING ANY ADDENDA), INCLUDING, WITHOUT LIMITATION, DAMAGES BASED ON LOSS OF PROFIT, LOSS OR INTERRUPTION OF DATA OR COMPUTER TIME, OR ALTERATION OR ERRONEOUS TRANSMISSION OF DATA, EVEN IF COMPANY IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.
4. No Rights Granted. Licensee acknowledges the software products covered by this Agreement are provided solely for internal use. This Agreement does not constitute a grant, nor an intention or commitment to grant, any right, title or ownership interest in said software products, or trade secrets or intellectual property of Company, to Licensee. Licensee shall not sell, assign or transfer any portion of said software products to any third party, or use said software products or related documentation in any manner to develop, produce, market or support, directly or indirectly, its own software products. Licensee shall clearly identify the software products covered by this Agreement as the property of Company.
5. Copyright and Ownership. Licensee acknowledges the software products covered by this Agreement, including any and all applicable patents, trademarks, source code, underlying ideas, algorithms, concepts, processes, procedures, principles, data and methods of operation, as well as all documentation and other associated materials pertaining to said software products, are proprietary to, and owned by Company. Licensee understands said intellectual property contains trade secrets that are confidential and proprietary, and as such, the software products covered under this Agreement (including any related documentation) may not be copied for any purposes other than as specified in Section A.6.

6. Confidentiality of Information. During the period any software products, services or support are provided under this Agreement (including addenda), and for an additional period of seven (7) years, both parties shall treat as confidential all information its employees and contractors obtain and/or encounter about and/or from the other party arising out of performance of its obligations under this Agreement. Each party agrees not to use or disclose the confidential information of the other except as expressly provided in this Agreement, or otherwise agreed to in an addendum signed by the parties.
7. Protected Health Information. Licensee understands it may be necessary for Company to have access to protected health information (PHI) in the possession of Licensee, including, but not limited to, patient-identifying information, to meet its obligations under this Agreement. At such time and in such manner as Company may have access to PHI in the possession of Licensee, Company shall comply with all provisions set forth under the Business Associate Agreement effected by and between Licensee and Company in conjunction with this Agreement, and incorporated herein by reference. Furthermore, Company shall: (a) use said PHI only as required to meet its responsibilities and obligations under this Agreement, or as required by law, and for no other purpose; (b) prevent unauthorized access to, use of, or disclosure of said PHI, (c) use reasonable methods to protect and safeguard said PHI regardless of the type of media on which it is delivered or stored; (d) implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI created, received, maintained or transmitted; (e) ensure all of its subcontractors and agents which may also have access to said PHI pursuant to this Agreement agree to the confidentiality and nondisclosure provisions in this Section F.7; (f) report to Licensee any unauthorized access to, use of, or disclosure of said PHI immediately upon becoming aware of such a Security Incident; (g) make available said PHI in accordance with 45 C.F.R. § 164.526; (h) provide an accounting of disclosures of said PHI in accordance with 45 C.F.R. § 164.528; (i) report its internal practices, books and records relating to said PHI to the Secretary of Health and Human Services, governmental officers and agencies, and Licensee, as may be necessary to determine compliance with 45 C.F.R. § 164.500-534; (j) upon termination of this Agreement, for whatever reason, facilitate the return or destruction of said PHI, and retain no copies of said PHI in any form; (k) comply with all applicable laws and regulations, specifically including the privacy and security standards of the Health Insurance Portability and Accountability Act (HIPAA) and all applicable addendums; (l) comply with additional requirements of the Health Information Technology for Economic and Clinical Health (HITECH) Act; (m) provide Licensee access to said PHI to meet the requirements of 45 C.F.R. § 164.524; and (n) mitigate, to the extent practicable, any harmful effect, as may become known, of a use or disclosure of said PHI in violation of this Agreement.
8. Documentation and Records Disclosure. Pursuant to Section 1861(v)(1)(I) of the Social Security Act, as amended, and any written regulations thereto, Company shall comply with statutory requirements governing the maintenance of documentation to verify the cost of products and services under this Agreement. Company shall make available, until the expiration of four (4) years after furnishing products and services under this Agreement, upon request of the United States Secretary of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, a copy of this Agreement and any amendments thereto, as well as the books, documents and records of Company necessary to certify the nature and extent of payments made by Licensee to Company under this Agreement. Likewise, if Company carries out any duties under this Agreement through a subcontract with a value or costs of ten thousand dollars (\$10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that the related organization shall make available, until the expiration of four (4) years after furnishing products or services under such subcontract, upon request of the United States Secretary of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, a copy of the subcontract and any amendments thereto, as well as the books, documents and records of the related organization necessary to certify the nature and extent of payments made by Licensee to Company under this Agreement.
9. Assignments. Licensee may not assign nor otherwise transfer its rights and obligations under this Agreement to another party without the express and prior written consent of Company. Company may assign its rights and obligations to a third party that purchases Company's assets or business, provided that it agrees to assume Company's obligations hereunder.

10. Entire Agreement. This Agreement, including all attached Exhibits and Schedules, and any addenda or documents expressly incorporated herein by reference, represents the entire understanding of Company and Licensee as related to the subject matter herein, and supersedes all prior and contemporaneous agreements or proposals, or any negotiations related to prior and contemporaneous agreements or proposals, whether oral or written. Any provision, promise or condition not explicitly set forth in this Agreement shall not be binding on either party. Any and all additions or modifications to this Agreement shall be in writing and expressly adopted in the form of an addendum or amendment, and signed by duly authorized representatives of both parties.
11. Independent Contractor Relationship. No provision of this Agreement is intended to create, nor shall be deemed or construed to create, any relationship between Company and Licensee other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Neither party shall have the right or authority to bind the other party to any obligation, promise or guarantee made to a third party.
12. Export Restrictions. Licensee shall not ship or export the software products or related documentation outside of the United States without the prior express written consent of Company.
13. Force Majeure. Notwithstanding any other provision of this Agreement, if either party is prevented from performing any of its obligations under this Agreement due to an act of God, fire, flood, explosion, war, strike, embargo, government regulation, civil or military authority, acts or omissions of carriers, transmitters, providers, terrorists, vandals, or hackers, any failures or unavailability of third party networks, telecommunications links, websites, software, hardware or other technology or any cause beyond the party's reasonable control (a "force majeure event") the time for that party's performance will be extended for the period of the delay or inability to perform due to such occurrence; provided, however, that Licensee will not be excused by a force majeure event from the payment of any sums of money owed by Licensee to Company; and provided further, however, that if a party suffering a force majeure event is unable to cure that event within thirty (30) days, the other party may terminate this Agreement.
14. Binding. This Agreement shall be binding upon both parties and their respective successors, as may be applicable. Similarly, if either party is acquired by a third party, merges with a third party, or if a third party assumes a controlling interest in either party, this Agreement shall be binding upon the third party.
15. Hold Harmless. Each party shall indemnify, defend and hold harmless the other party from any claim, demand, loss, costs, damages, judgment or settlement, including reasonable attorneys' fees and costs, related to or arising out of (a) the other party's material breach of its representations or obligations under this Agreement, (b) use of the software products covered under this Agreement (or any third party claims arising out of use or misuse of the software products), or (c) violation of any regulatory or statutory provisions associated with use of said software products. In the event that Licensee requests indemnification from Company in connection with a third party claim that Company's software products infringe the intellectual property interests of such third party, Company may, at its option: (i) secure for Customer the right to continued use of the software products, (ii) modify or replace the software products so they are non-infringing, or (iii) refund a pro-rata portion of the fees paid for the infringing material, based on the extent such infringing use impacts overall functionality of the software products.
16. Authorization. Each party represents and warrants to the other that it is authorized to enter into this Agreement and perform its obligations hereunder.
17. Employees. During the period that Company provides any software products, services or support to Licensee under this Agreement (including any addenda) plus an additional period of one year thereafter, neither party shall hire, nor solicit for hire, any employee of the other party without the express written consent of the other party.
18. Notices. Any notice related to the provisions of this Agreement shall be in writing and delivered by USPS First-Class Mail, FedEx, UPS, or comparable carrier or courier service, or by facsimile

or email, addressed 'Personal and Confidential,' as follows. Any such notice delivered by facsimile or email shall be considered compliant with this provision only if the sender (i.e., the originating party) receives a formal reply, by facsimile or email, respectively, from the intended recipient acknowledging full and complete receipt of said notice and all attachments thereto.

To Licensee: Contact on file with Axis for Licensee

To Company: Scott Page
President
Axis Clinical Software Inc.
6443 SW Beaverton-Hillsdale Highway, Suite 400
Portland, OR 97221
Facsimile 503-802-1799
Phone 503-292-3022
spage@axisclinical.com

19. Applicable Law. This Agreement is made under and shall be governed by, and construed in accordance with, the laws of the State of Oregon, without reference to its choice of law rules, and not including the 1980 U.N. Convention on contracts for the international sale of goods. In the event any provisions are deemed contrary to said laws, all other provisions shall remain in full force and effect.
20. Dispute Resolution. If either Licensee or Company believes there to be a valid dispute, controversy, breach or default arising out of this Agreement, such party shall initiate the following protocol, to which both parties shall strictly adhere.
 - a. Step 1 – The party shall draft a notice in writing to the other party detailing all relevant facts, represented to be true by the notifying party, and shall deliver said notice in accordance with Section F.18 herein.
 - b. Step 2 – The party in receipt of said notice shall arrange a teleconference with the other party within 10 business days of the date of receipt of said notice to discuss such facts and circumstances, with all key persons from both parties in attendance or otherwise represented.
 - c. Step 3 – Both parties shall, in good faith, (i) take whatever measures are deemed appropriate to further investigate said facts, and (2) shall report their respective findings in writing to the other party. Both parties shall deliver said reports within 20 business days of such teleconference, in accordance with Section F.18 herein. Said reports shall contain detailed, proposed corrective action plans as may be necessary to resolve such claim; said plans shall be enacted by the authoring parties and completed within 30 business days of the date of delivery of said reports.
 - d. Step 4 – If, after undertaking Steps 1 through 3 above, Licensee and Company still are unable to resolve such dispute to the satisfaction of both parties, either party may proceed to litigation in, and both parties hereby submit to the jurisdiction of, the U.S. District Court for the District of Oregon, Portland Division. Notwithstanding the foregoing, the parties acknowledge that infringement of the other party's intellectual property interests, or any misuse or improper disclosure of the other party's trade secrets or other confidential and proprietary information, shall cause immediate and irreparable harm to the non-infringing or non-disclosing party. Under such circumstances, such non-infringing or nondisclosing party may seek injunctive relief pursuant to this subparagraph d., without resort to Steps 1-3 above. In the event of litigation, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees and costs.

21. Termination for Material Breach or Default. This Agreement may be terminated by either party upon the material breach by the other party of such other party's obligations under this Agreement. The terminating party shall issue written notification to the other party in accordance with Section F.18 herein. This Agreement shall be considered terminated upon 45 days receipt of said notification if no cure for, or recovery from, said material breach or default is achieved to the satisfaction of both parties.
22. Termination upon Business Cessation. This Agreement shall be terminated in the event either party: (a) discontinues all business operations relevant to this Agreement for a period greater than 45 days; (b) becomes insolvent; or (c) dissolves all business operations in their entirety. Such party shall notify the other party within 30 days of such event in accordance with Section F.18 herein.
23. Termination upon Bankruptcy or Insolvency. Either party shall have the option to terminate this Agreement in the event the other party becomes a debtor in bankruptcy, insolvency or receivership, or makes an assignment for the benefit of its creditors. Such party in bankruptcy or similar proceedings shall notify the other party within 30 days of any such event and in accordance with Section F.18 herein. Should the party in receipt of such notification desire to terminate this Agreement, said party shall notify the other party within 90 days.
24. Termination upon Non-Renewal. This Agreement shall terminate in the event Licensee does not renew the Software Maintenance and Support program as specified in Section C.3 and the Database Participation Support Program specified in D 4.
25. Consequence of Termination. In the event this Agreement is terminated for any reasons specified in Sections F.21, F.22, F.23, or F.24, (a) Licensee shall remain obligated to render any and all payments due Company, as may have accrued up to the date of termination; (b) Licensee shall promptly cease use of the software products and related documentation, and, at Company's sole discretion, shall destroy (and in writing certify such destruction) or return to Company all copies of the software products and related documentation, at all sites where such materials are located or in use; and (c) the provisions of Sections F.2, F.3, F.4, F.5, F.6, F.7, F.8, F.11, F.15, F.17, F.18 and F.19 of this Agreement shall survive notwithstanding such termination .

**BY EXECUTING A SALES AGREEMENT WITH SIEMENS FOR AXIS PRODUCT,
YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN
THIS END USER LICENSE AGREEMENT TO INCLUDE SCHEDULE 1 ATTACHED.**

Schedule 1

InterSystems End User License & Services Agreement

This Agreement is between InterSystems Corporation (“ISC”) and the user identified on the order form (hereinafter “you”) that has ordered license(s) to use ISC’s proprietary software (the “Licensed Software”) and/or services (“Services”) from ISC pursuant to the order form on page one.

1. Upon ISC’s acceptance of your order (the “Effective Date”) and the payment of the appropriate fee (the “License Fee”) to ISC, ISC shall grant to you a nontransferable and nonexclusive 30-year license to use the Licensed Software internally solely in the conduct of your business (the “License”). For the avoidance of doubt, the “Licensed Software” shall not include any open source or third party software that may be shipped with, installed with or used in conjunction with ISC’s proprietary software. No license shall be granted upon the physical delivery of any software to you. The granting of each License is subject to the approval of ISC, who has the right to disapprove any such request. A Trade-In shall be deemed to be the cancellation of your old License and the granting of a new License. Services ordered by you shall be provided in accordance with the terms and conditions contained in ISC’s Price List (“Price List”) in effect on the date such Services are rendered, provided that ISC has received the appropriate fee therefore (“Service Fee”). If you ordered a License or Services through an Application Partner (“AP”), you may only use the Licensed Software and Services in conjunction with such AP’s software.

2. By executing the End User License Agreement with Axis Clinical Software, Inc. attached hereto, you agree to be bound by the terms and conditions set forth in this Schedule 1.

3. ISC hereby warrants to you that (i) the Licensed Software will operate substantially in accordance with ISC’s documentation relating thereto for one (1) year following the Effective Date, and (ii) all Services shall be performed in a manner consistent with industry standards. The foregoing warranties are conditioned upon the use of the Licensed Software strictly in accordance with ISC’s documentation and instructions and upon the absence of any misuse, damage, alteration or modification thereto. ISC SHALL NOT BE DEEMED TO HAVE MADE ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, TO YOU AS TO THE CONDITION, MERCHANTABILITY, TITLE, NON-INFRINGEMENT, DESIGN, OPERATION OR FITNESS FOR A PARTICULAR PURPOSE OF THE LICENSED SOFTWARE OR SERVICES. Your exclusive remedy for a breach of the above warranties shall be for ISC to use reasonable efforts to repair, replace or re-perform any non-conforming Licensed Software or Services, as applicable. In the event of a valid claim that any Licensed Software that has not been altered, modified, misused or damaged infringes upon the intellectual property rights of a third party when used in accordance with ISC’s documentation and instructions, ISC shall either (a) modify the Licensed Software, (b) procure a license for you to use the Licensed Software or (c) terminate your License, at ISC’s option. THE LIMITED WARRANTY HEREIN DOES NOT INCLUDE TECHNICAL ASSISTANCE AND SOFTWARE UPDATE SERVICES AND IS NOT A SUBSTITUTE FOR SUCH SERVICES, WHICH ARE AVAILABLE FOR A SEPARATE FEE.

4. ISC’s liability to you shall in no event exceed the License Fees or Services Fees received by ISC in respect of the specific Licensed Software or Services on account of which such liability arose. In no event shall ISC be liable to you for any special, incidental, exemplary, indirect or consequential damages or lost profits.

5. Either party may terminate this Agreement upon the other’s breach. You shall be liable for all fees relating to Licensed Software or Services provided prior to termination, and Sections 5, 6, 7, and 8 hereof shall survive.

6. The Licensed Software and related documentation are and shall remain the sole property of ISC. You may make copies of the Licensed Software for backup and archival purposes only. You agree not to (i)

decompile, disassemble, or reverse engineer the Licensed Software or (ii) disclose to others the Licensed Software or any data or information relating to the Licensed Software. In addition, you agree not to use or disclose any confidential information provided to you by ISC or its affiliates relating to the Licensed Software, Services or this business relationship. You agree to allow ISC or its representatives to audit your use of the Licensed Software upon five (5) days' notice by ISC, including providing access to your premises.

7. This Agreement shall be governed by and construed in accordance with the laws of, and the parties agree to submit to exclusive jurisdiction in, Massachusetts, USA.

8. You agree to comply with all applicable laws, including, but not limited to, U.S. export control or similar laws with respect to use of the Licensed Software and technical data. The English version of this Agreement shall control unless otherwise required by local law.

9. These terms, together with the order form and the version of the Price List (including any applicable terms and conditions) in effect as of the Effective Date (or, in the case of Services, as of the date such Services are provided) constitute the entire agreement (collectively, the "Agreement") between you and ISC relating to the subject matter hereof and supersede any prior understandings between us as well as any purchase orders or similar documents that may be submitted to ISC. ISC shall have the right to transfer or assign this Agreement without your consent. This Agreement may only be modified or amended by a writing signed by both parties.