SORNA CORPORATION

SOFTWARE LICENSE AGREEMENT

RECITALS

A. Sorna Corporation ("Sorna") is the owner of, or has acquired rights to, the Software and Documentation (as defined below).

B. Sorna desires to grant to Licensee and Licensee desires to obtain from Sorna, a nonexclusive, non-sublicensable, and non-transferable license to use the Software and Documentation solely in accordance with the terms and on the conditions set forth in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. DEFINITIONS.

1.1. **"Authorized Reseller"** shall mean a Reseller who is authorized by Sorna to distribute Sorna's Software.

1.2. **"Designated Equipment"** shall mean:

    i. the Sorna hardware products, or

    ii. the non-Sorna hardware products that are expressly authorized by Sorna to be used with the Software,

that are sold together with the Sorna Software to Licensee by Sorna or Sorna's Authorized Reseller.

1.3. **"Documentation"** shall mean all manuals, user documentation, and other related materials pertaining to the Software which are furnished by Sorna in connection with the Software.

1.4. **"Software"** shall mean Sorna's computer programs in machine readable object code form, any subsequent error corrections or updates, and Documentation, supplied to Licensee by Sorna, or Sorna's Authorized Reseller, pursuant to this Agreement.

1.5. **"Provider"** shall mean Sorna Corporation or any Authorized Reseller of Sorna supplying Licensee with Sorna hardware or Software products, as the case may be.

1.6. **"Licensee"** shall mean the person or entity who has purchased from Provider, a license to use the Software.

1.7. **"This Agreement"** shall mean this Sorna Corporation Software License Agreement.

2. GRANT OF RIGHTS.

2.1. Subject to and conditioned on Licensee's payment of all fees fees and compliance with all other terms and conditions of the Agreement, the license granted for Software under this Agreement authorizes Licensee on a nonexclusive, non-sublicensable, and non-transferable basis, to use the Software and Documentation only until the expiration of the Software license of which the duration shall be:

    i. if purchased as Software as a Service, the limited period of time for which any subscription is purchased and paid for, unless earlier terminated; or

    ii. if hardware is purchased with the inclusion of Software, the working life of the Designated Equipment with which it is purchased, unless earlier terminated.

If hardware is purchased with the inclusion of Software, Licensee may use the Software only on the Designated Equipment.

Licensee may use the Software and Documentation solely in accordance with the terms and on the conditions set forth in this Agreement.

If Licensee is notified that Sorna Software or Sorna-supplied third-party software has expired, Licensee shall stop using said software immediately and Sorna may disable the software.

3. DELIVERY.

3.1. **Software.** Provider shall deliver to Licensee the Software licensed hereunder in object code form, suitable for reproduction, in electronic files only.

3.2. **Documentation.** Provider shall deliver copies of Documentation and any necessary technical manuals.

4. MODIFICATIONS.

4.1. **Error Corrections and Updates**. Sorna may develop and provide Updates in its sole discretion. Sorna has no obligation to develop any Updates at all or for particular issues. Licensee may, from time to time, request that Sorna incorporate certain features, enhancements or modifications into the Software. Sorna may, in its sole discretion, undertake to incorporate such changes and distribute the Software so modified to all or any of Sorna's Licensees. Licensee shall apply any Update required by Sorna.

4.2. **Title to Modifications.** All such error corrections, bug fixes, patches, updates or other modifications shall be the sole property of Sorna.

5. COPIES.

5.1. Printed Matter. Except as specifically set forth herein, no Software or Documentation which is provided by Sorna pursuant to this Agreement in human readable form, such as written or printed documents, shall be copied in whole or in part by Licensee without Sorna's prior written agreement. Additional copies of printed materials may be obtained from Sorna at the charges then in effect.

5.2. Machine Readable Matter. Except as specifically set forth herein, any Software provided in machine readable form may not be copied by Licensee in whole or in part, except for Licensee's backup or archive purposes. Licensee agrees to maintain appropriate records of the number and location of all copies of the Software and make such records available upon Sorna's request. Licensee further agrees to reproduce all copyright and other proprietary notices on all copies of the Software in the same form and manner that such copyright and other proprietary notices are originally included on the Software.

6. LICENSE FEES AND PAYMENT.

6.1. Consideration. In consideration of the license rights granted in Section 2 above, Licensee shall pay all agreed upon fees. All amounts payable hereunder by Licensee shall be payable in United States funds without deductions for taxes, assessments, fees, or charges of any kind.

6.2. Taxes and Other Charges. Licensee shall be responsible for paying all (i) country, state, withholding, excise, franchise, value-added tax, sales, use and other tax or governmental charges imposed on the licensing or use of the Software or Documentation hereunder, (ii) freight, insurance and installation charges, and (iii) import or export duties or like charges. Tax-exempt entities shall provide evidence of tax-exempt status.

7. PROTECTION OF SOFTWARE.

7.1. Proprietary Notices. Licensee agrees to respect and not to remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or output generated by the Software, and to reproduce and include same on each copy of the Software.

7.2. No Reverse Engineering. Licensee agrees not to modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof.

7.3. Ownership. Licensee further acknowledges that all copies of the Software in any form provided by Provider or made by Licensee are the sole property of Sorna. Licensee shall not have any right, title, or interest to any such Software or copies thereof except as provided in this Agreement, and further shall secure and protect all Software and Documentation consistent with maintenance of Sorna's proprietary rights therein.

8. CONFIDENTIALITY.

8.1. Acknowledgement. Licensee hereby acknowledges and agrees that the Software and Documentation constitute and contain valuable proprietary products and trade secrets of Sorna and/or its suppliers, embodying substantial creative efforts and confidential information, ideas, and expressions. Accordingly, Licensee agrees to treat (and take precautions to ensure that its employees treat) the Software and Documentation as confidential in accordance with the confidentiality requirements and conditions set forth below.

8.2. Maintenance of Confidential Information. "Confidential Information," shall mean the Software, Documentation, and Specifications. Licensee acknowledges the confidential and proprietary nature of the Confidential Information and agrees that it shall not reveal or disclose any Confidential Information for any purpose to any other person, firm, corporation, or other entity, other than Licensee's employees with a need to know such Confidential Information to perform employment responsibilities consistent with Licensee's rights under this Agreement. Licensee shall safeguard and protect the Confidential Information from theft, piracy, unauthorized use, or unauthorized access in a manner at least consistent with the protections Licensee uses to protect its own most confidential information. Licensee shall inform its employees of their obligations under this Agreement and shall take such steps as may be reasonable in the circumstances, or as may be reasonably requested by Provider, to prevent any unauthorized disclosure, copying or use of the Confidential Information. Licensee shall notify Sorna immediately upon discovery of any prohibited use or disclosure of the Confidential Information, or any other breach of these confidentiality obligations by Licensee and shall fully cooperate with Sorna to help Sorna regain possession of the Confidential Information and prevent the further prohibited use or disclosure of the Confidential Information. In the event Licensee is requested or required to disclose any Confidential Information in response to a subpoena, discovery request, court order, or any other request, Licensee will provide Sorna with prompt written notice of such request so Sorna may seek an appropriate protective order.

8.3. Injunctive Relief. Licensee acknowledges that the unauthorized use, transfer or disclosure of the Software and Documentation or copies thereof will (i) substantially diminish the value to Sorna of the trade secrets and other proprietary interests that are the subject of this Agreement; (ii) render Sorna's remedy at law for such unauthorized use, disclosure or transfer inadequate; and (iii) cause irreparable injury in a short period of time. If Licensee breaches any of its obligations with respect to the use or confidentiality of the Software or Documentation, Sorna shall be entitled to equitable relief to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief.

8.4. Survival. Licensee's obligations and Sorna's rights under this Article 8, as well as any other terms in this Agreement which by their nature are intended to survive, shall survive the termination of this Agreement.

9. WARRANTIES; SUPERIOR RIGHTS.

9.1. **Legal Authority.** Sorna represents that it has legal rights sufficient to grant the license specified in this license agreement, and that it has not knowingly granted licenses to any other entity that would restrict rights granted hereunder except as specifically stated herein.

9.2. **Limited Warranty.** Sorna warrants to Licensee, that the Software, when properly installed and configured on a computer meeting the specifications set forth in, and operated in accordance with, the Documentation, and used with the Designated Equipment, will substantially perform in accordance with the Documentation, for a period of 90 days from the date the Software is activated (whether electronically or physically shipped).

9.3. **Limitations.** The warranty set forth in Section 9.2 above will not apply and will become null and void if Licensee breaches any provision of this Agreement, or does not comply with the instructions issued by Sorna, or as provided in the Documentation, as such instructions may be amended, supplemented, or modified by Sorna from time to time, or if Licensee, or any other person provided access to the Software by Licensee:

    i. modifies or damages the Software, or the media on which it is provided, including abnormal physical or electrical stress; or

    ii. misuses the Software, including any use of the Software other than as specified in the Documentation.

Sorna shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field.

9.4. **Licensee's Sole Remedy.** Sorna's entire liability and Licensee's exclusive remedy for breach of warranty shall be, at Sorna's option, upon the return of the Software to Sorna, either (a) return of the price paid to Sorna, or (b) repair or replacement of the Software; provided Sorna receives written notice from Licensee during the warranty period of a breach of warranty. Any replacement Software will be warrantied for the remainder of the original warranty period or thirty (30) days from the date the replacement Software is installed or activated, whichever is longer.

9.5. **Disclaimer of Warranties.** SORNA DOES NOT REPRESENT OR WARRANT THAT ALL ERRORS IN THE SOFTWARE AND DOCUMENTATION WILL BE CORRECTED. THE WARRANTIES STATED IN SECTION 9.2 ABOVE ARE THE SOLE AND THE EXCLUSIVE WARRANTIES OFFERED BY SORNA. THERE ARE NO OTHER WARRANTIES RESPECTING THE SOFTWARE AND DOCUMENTATION OR SERVICES PROVIDED HEREUNDER, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY

WARRANTY OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF SORNA HAS BEEN INFORMED OF SUCH PURPOSE. NO AGENT OF SORNA IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF SORNA AS SET FORTH HEREIN.

9.6. **Limitation of Liability.** LICENSEE ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH SORNA IS CHARGING HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY SORNA OF THE RISK OF LICENSEE'S CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH LICENSEE'S USE OF THE SOFTWARE AND DOCUMENTATION. ACCORDINGLY, LICENSEE AGREES THAT SORNA SHALL NOT BE RESPONSIBLE TO LICENSEE FOR ANY LOSS-OF-PROFIT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE LICENSING OR USE OF THE SOFTWARE OR DOCUMENTATION. ANY PROVISION HEREIN TO THE CONTRARY NOTWITHSTANDING, THE MAXIMUM LIABILITY OF SORNA TO ANY PERSON, FIRM, OR CORPORATION WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, ANY LICENSE, USE OR OTHER EMPLOYMENT OF ANY SOFTWARE DELIVERED TO LICENSEE HEREUNDER, FOR ANY CAUSE AND REGARDLESS OF THE FORM OF ACTION, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON BREACH OR REPUDIATION OF CONTRACT, WARRANTY, TORT OR OTHERWISE, SHALL BE LIMITED TO THE LICENSEE'S ACTUAL, DIRECT DAMAGES SUCH AS WOULD BE PROVABLE IN A COURT OF LAW, BUT IN NO CASE TO EXCEED THE ACTUAL PRICE PAID TO SORNA FOR THE INDIVIDUAL SOFTWARE WHOSE LICENSE, USE, OR OTHER EMPLOYMENT GIVES RISE TO THE LIABILITY. The essential purpose of this provision is to limit the potential liability of Sorna arising out of this Agreement. The parties acknowledge that the limitations set forth in this Article 9 are integral to the amount of consideration levied in connection with the license of the Software and Documentation and any services rendered hereunder and that, were Sorna to assume any further liability other than as set forth herein, such consideration would of necessity be set substantially higher.

10. INDEMNIFICATION.

10.1. Subject to the exclusions and limitations set out below, Sorna shall indemnify, hold harmless and defend Licensee against any action brought against Licensee to the extent that such action is based on a claim that the unmodified Software, when used in accordance with this Agreement, infringes a United States copyright and Sorna shall pay all costs, settlements and damages finally awarded; provided, that Licensee promptly notifies Sorna in writing of any claim, gives Sorna sole control of the defense and settlement thereof and provides all reasonable assistance in connection therewith. If any Software is finally adjudged to so infringe, or in Sorna's opinion is likely to become the subject of such a claim, Sorna shall, at its option, either: (i) procure for

Licensee the right to continue using the Software; (ii) modify or replace the Software to make it non-infringing; or (iii) should such options not be available at reasonable expense, terminate this Agreement with respect to the affected Software upon prior written notice to Licensee. In such event of termination, Licensee shall be entitled to a pro-rata refund of fees it paid to Sorna for the affected Software, less reasonable depreciation, upon return of the Software. Sorna shall have no liability regarding any claim arising out of: (i) use of other than a current, unaltered release of the Software unless the infringing portion is also in the then current, unaltered release; (ii) use of the Software in combination with non-Sorna software, data or equipment if the infringement was caused by such use or combination; (iii) any modification or derivation of the Software not specifically authorized in writing by Sorna; (iv) use of third party software; (v) Licensee's failure to comply with any of its obligations set out in this Agreement, negligence, or more culpable conduct; or (vi) use of the Software in any manner not authorized under this Agreement or that does not materially conform with the then-current usage guidelines provided by Sorna. THE FOREGOING STATES THE ENTIRE LIABILITY OF SORNA AND THE EXCLUSIVE REMEDY FOR LICENSEE RELATING TO INFRINGEMENT OR CLAIMS OF INFRINGEMENT OF ANY COPYRIGHT OR OTHER PROPRIETARY RIGHT BY THE SOFTWARE.

10.2. EXCEPT FOR THE FOREGOING INFRINGEMENT CLAIMS, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS OR A RELATED AGREEMENT, LICENSEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SORNA, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY CLAIMS, DEMANDS, OR CAUSES OF ACTION WHATSOEVER, INCLUDING WITHOUT LIMITATION, THOSE ARISING ON ACCOUNT OF LICENSEE'S MODIFICATION OR ENHANCEMENT OF THE SOFTWARE, TRANSFER OF THE SOFTWARE, OR OTHERWISE CAUSED BY, OR ARISING OUT OF, OR RESULTING FROM, THE EXERCISE OR PRACTICE OF THE LICENSE GRANTED HEREUNDER BY LICENSEE, ITS SUBLICENSEES, ITS SUBSIDIARIES OR THEIR OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES.

11. INSURANCE.

Licensee shall carry and maintain paid up policies for adequate medical malpractice insurance, and Licensee shall provide Sorna with proof of all such insurance, copies of all such policies, and any renewals thereof at Sorna's request.

12. DEFAULT, TERMINATION, AND EXPIRATION.

12.1. Events of Default. The License is effective until expired (as under Section 2.1) unless earlier terminated. The License shall terminate immediately with or without notice from Sorna if (1) Licensee fails to materially perform or comply with this Agreement or any provision hereof, or, (2) if Licensee fails to strictly comply with the provisions

of Section 2 (Grant of Rights), Section 5 (Copies), Section 6 (License Fees and Payment), Section 7 (Protection of Software), or Section 8 (Confidentiality), or makes an assignment in violation of Section 15 (Nonassignability). This Agreement may also be immediately terminated by Sorna if any of the other following events of default occur: (1) if Licensee becomes insolvent or admits in writing its inability to pay its debts as they mature, or if Licensee attempts to make an assignment for the benefit of creditors; (2) if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by Licensee; or (3) if such a petition is filed by any third party, or an application for a receiver is made by anyone and such petition or application is not resolved favorably within ninety (90) days. In all other cases, termination shall be effective thirty (30) days after notice of termination to the defaulting party if the defaults have not been cured within such thirty (30) day period.

12.2. Obligations on Termination. Upon termination of this Agreement, Licensee shall cease and desist all use of the Software and Documentation and within ten (10) days of termination Licensee shall return to Sorna all full or partial copies of the Software and Documentation in Licensee's possession or under its control.

13. PERFORMANCE METRICS. Sorna may keep track of performance and production metrics and status information which does not constitute Protected Health Information.

14. NOTICES.

All notices, authorizations, and requests in connection with this Agreement shall be addressed as first set forth above or to such other address as the party to receive the notice or request so designates by written notice to the other, and deemed given: (i) five days after being deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested, or (ii) one day after being sent by overnight courier, charges prepaid, or (iii) upon acknowledgement of receipt by recipient of written notification by any means. Notices to Sorna shall be addressed to: Sorna Corporation, 2020 Silver Bell Rd., Suite 17, Eagan, MN 55122 with an electronic copy to cyrus@sorna.com.

15. NONASSIGNABILITY.

Licensee shall not assign this Agreement or its rights hereunder without the prior written consent of Sorna.

16. GOVERNING LAW; JURISDICTION AND VENUE.

The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Minnesota, and the federal laws of the United States of America without regard to its conflicts of law rules. The Minnesota state courts in Minneapolis, Minnesota (or, if there is exclusive federal jurisdiction, the United States District Court for the District of Minnesota) shall have exclusive jurisdiction and venue over any dispute arising out of this Agreement, and Licensee hereby consents to the jurisdiction of such courts.

17. GOVERNMENT CONTRACTS.

If the Software or Documentation to be furnished hereunder are to be used in the performance of a government contract or subcontract, the software shall be provided on a "restricted rights" basis only and Licensee shall place a legend, in addition to applicable copyright notices, in the form provided under the governmental regulations. Sorna shall not be subject to any flow down provisions required by the governmental customer unless agreed to by Sorna in writing.

18. SEVERABILITY.

If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

19. MISCELLANEOUS.

This Agreement contains the entire understanding and agreement between the parties respecting the subject matter hereof and supersedes all prior discussions and agreements between the parties relating to the subject matter of this agreement. This Agreement may not be supplemented, modified, amended, released or discharged except by an instrument in writing signed by each party's duly authorized representative. All captions and headings in this Agreement are for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.