

END USER LICENSE AGREEMENT (EULA)

This License Agreement (the “Agreement”) is a legal agreement between (“Licensed User”) and Locus Diagnostics, LLC, with a mailing address at 720 North Drive, Melbourne, Florida 32934 (“Company”) and describes the terms and conditions pursuant to which Company will license the DiagnostX System (as defined below) to the Licensed User. Collectively, the Licensed User and Company may be referred to as “Parties” and individually as a “Party.” By executing this Agreement, the Licensed User is agreeing to be bound by the terms of this Agreement.

YOU SHOULD READ THE FOLLOWING TERMS AND CONDITIONS BEFORE USING DIAGNOSTX, PRESSING CONTINUE INDICATES YOU UNDERSTAND AND ACCEPT ALL OF THE FOLLOWING TERMS AND CONDITIONS.

The Licensed User is limited to (Organization’s Name) who is limited to the (Geographical Region).

1. Definitions

1.1. “The DiagnostX System” shall mean the Software, Firmware, Hardware, and Documentation that comprises the DiagnostX System. This system is licensed property of the Company. Except for the right to use the DiagnostX System, the DiagnostX System remains the property of the Company and must be returned to the Company at (i) the time of termination of this agreement pursuant to paragraph 6.2, below or (ii) at the time the Licensed User ceases, for any reason, to use the DiagnostX System. Ownership of the DiagnostX System (or any part thereof) is not transferred by this license and the DiagnostX System and all of its components remain the property of the Company.

1.2. “Documentation” means any user instructions, release notes, manuals and other materials, and on-line help files in the form generally made available by Company regarding the use of the DiagnostX System.

1.3. “Error” means a material failure of the DiagnostX System to conform to its functional specifications described in the Documentation.

1.4. “Licensed User” means the End User designated by Company as the sole user of the licenses granted herein.

1.5. “Permitted Purpose” means the Licensed User may use the DiagnostX System only in accordance with the terms of the License Grant specified in section 2 and subject to the License Restrictions set forth in paragraph 2.3.

2. The DiagnostX System License

2.1. License Grant. Subject to the terms and conditions of this Agreement, including, but not limited to, payment of the applicable fees, Company grants to Licensed User a perpetual, nonexclusive, nontransferable license to allow the Licensed User, and only the Licensed User, to (a) install, run, and use the DiagnostX System; and (b) use the Documentation in connection with uses of the DiagnostX System. Once designated by the Company, the Licensed User may not be changed. The Licensed User may not use the DiagnostX System outside of the Territory or for uses other than the Permitted Purpose. Use of the DiagnostX System or the Documentation (i) outside of the Territory; (ii) for uses other than the Permitted Purpose; or (iii) by any person or entity other than the Licensed User shall be a breach of this Agreement.

2.2. License Fees. The Licensed User shall pay to Company a onetime license fee designated by the Company for use of the DiagnostX System.

2.3. License Restrictions. Notwithstanding the licenses granted in Sections 2.1 and/or 2.2 above, Licensed User shall not itself, or through any affiliate, employee, consultant, contractor, agent or other third party:

(A) sell, resell, distribute, lease, rent, or license, or otherwise use for revenue generating purposes, in whole or in part, the DiagnostX System;

- (B) directly or indirectly initiate, solicit, negotiate, contract or enter into any business transactions, agreements or undertakings in a manner with any third parties which are related or affiliated in any way with the DiagnostX System;
- (C) seek to bypass, compete, avoid or circumvent Company from any business opportunity that relates to this Agreement and/or to the DiagnostX System or similar or related software;
- (D) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architectures, structures or other elements of the DiagnostX System in whole or in part, for any purpose;
- (E) allow access, provide, divulge or make available the DiagnostX System or the Documentation to any other than the Licensed User;
- (F) write or develop any derivative works based upon the Software, Firmware, Hardware and the Documentation or any other proprietary information;
- (G) modify, adapt, translate or otherwise make any changes to the Software, Firmware, Hardware or any part thereof;
- (H) otherwise use or copy the Software, Firmware and Hardware except as expressly permitted herein;
- (I) remove, alter or obscure any intellectual property, proprietary, attribution, or legal notices from the Software, Firmware, Hardware or the Documentation;
- (J) use any name, mark or designation of Company, any of its affiliates or licensors or their respective products or services, unless expressly permitted herein or by Company in writing.

2.4. Customer Responsibility. Customer shall be responsible for all use of the DiagnostX System, and for compliance with this Agreement. The Licensed User shall be liable for any use of the DiagnostX System in violation of the license granted in this Agreement, whether by the Licensed User, employees or independent contractors of Licensed User, or by any other user using the DiagnostX System on behalf of Licensed User.

2.5. Rights Reserved. All rights not expressly granted in this Agreement are reserved by Company. Company retains sole and exclusive ownership of the DiagnostX System and all other associated intellectual property including, but not limited to the technology, inventions, know-how, show-how, designs, formulae, processes, techniques, trade secrets, ideas, artwork, software, works of authorship, and any document or other materials embodying any of the foregoing, whether or not any of the same are patentable or copyrightable, and related documentation (collectively, the "Intellectual Property"). Company retains all intellectual property rights in, to and/or embodied in or associated with the Intellectual Property provided by Company hereunder, and all copies and derivative works thereof, including, but not limited to patent rights (including patent applications and invention disclosures), copyrights, rights in database, moral rights, trademarks, service marks, trade secrets, know-how and any other intellectual property rights recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded.

2.6. Updates. Except while the DiagnostX System is under Warranty, Licensed User recognizes that Company shall have no obligation to provide the Licensed User with updates, Error corrections, bug fixes, modifications, additions and/or enhancements to the DiagnostX System at any time except as may be expressly set forth herein.

3. Fees and Taxes. All charges and fees provided for in this Agreement are exclusive of any and all taxes, duties, or similar charges imposed by any government or any of its agencies and instrumentalities. The Licensed User shall pay or reimburse Company for applicable federal, state, dominion, provincial or local sales, use, personal property, withholding, excise or other taxes, fees or duties arising out of this Agreement or the transactions contemplated by this Agreement (other than taxes on the net income of Company). Notwithstanding anything in this Agreement to the

contrary, the contract price excludes all State and Local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. Company shall state separately on its invoices taxes excluded from the fees, and the Licensed User agrees either to pay the amount of the taxes (based on the current value of the equipment) to the contractor or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 "State and Local Taxes" (Apr 1984) and FAR 52.229-3 "Federal, State and Local Taxes" (Feb 2013).

4. Warranties, Disclaimers and Limitation of Liability

4.1. Limited Warranty. Company warrants (the "Warranty") that, for a period of one (1) year (the "Warranty Period") from the date of delivery:

(A) The DiagnostX System, as used in accordance with the associated Documentation and this Agreement, will substantially perform in accordance with the associated Documentation in all material respects. However, the Company does not warrant that the DiagnostX System will be free of all Errors. As Licensed User's exclusive remedy for any claim under the warranty in this Section 4.1, Licensed User shall promptly notify Company in writing of its claim and, provided that such claim is determined by Company to be Company's responsibility, Company shall, within thirty (30) days of its receipt of the Licensed User's written notice, (i) use commercially reasonable efforts to correct any Error in the DiagnostX System or (ii) provide the Licensed User with a plan reasonably acceptable to Licensed User for correcting any such Error. The preceding warranty cure shall constitute Company's entire liability and the Licensed User's exclusive remedy for cure of the warranty set forth in this Section 4.1.

(B) During the Warranty Period, customer service and technical support is available by telephone at 321-727-3077 or by email at support@locususa.com. Telephone Technical support for installation is provided free of charge. Warranty coverage is described at <https://www.locususa.com/warranty/>. Matters outside of the coverage of the Warranty may require additional charge.

4.2. Requirements. The warranties set forth above are made to and for the benefit of the Licensed User only. The warranties set forth in Section 4.1 shall apply only if (a) the DiagnostX System has been used at all times only for the Permitted Purpose and in accordance with this Agreement and the Documentation; (b) no modification, alteration or addition has been made to the DiagnostX System by persons other than Company or Company's authorized representative; and (c) any defect in or malfunction of the DiagnostX System has not been caused by the Licensed User, its employees or independent contractors, or any person not under the control of Company, or the Licensed User's equipment or software, including, without limitation, third party software or equipment; and (d) the Licensed User is current with any and all fees due under this Agreement.

4.3. Disclaimer. Licensed User acknowledges that no employee, agent, representative or affiliate of Company has authority to bind Company to any oral representations or warranty concerning the Software or any other product or service provided to the Licensed User hereunder. Any written representation or warranty not expressly contained in this Agreement is expressly disclaimed and is not enforceable. Except as set forth in this Section 4, Company makes no warranties, whether express, implied, or statutory regarding or relating to the DiagnostX System, the Documentation or any other materials or services provided to the Licensed User hereunder. **THE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. COMPANY DOES NOT REPRESENT OR WARRANT THAT THE DIAGNOSTX SYSTEM OR ANY OTHER MATERIALS PROVIDED BY COMPANY WILL BE ERROR-FREE, PERFORM IN AN UNINTERRUPTED MANNER, OR THAT COMPANY WILL CORRECT ALL ERRORS.**

4.4. Limitation of Liability. **IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE DIAGNOSTX SYSTEM OR THE USE OF THE DIAGNOSTX SYSTEM. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, STATUTORY OR CONSEQUENTIAL DAMAGES OF ANY KIND**

(INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF USE OR DATA, DAMAGE TO SYSTEMS OR EQUIPMENT, BUSINESS INTERRUPTION OR COST OF COVER) IN CONNECTION WITH OR ARISING OUT OF THE DELIVERY, PERFORMANCE OR USE OF THE DIAGNOSTX SYSTEM AND ANY OTHER MATERIALS PROVIDED BY COMPANY, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR ANY DAMAGES AND COSTS SHALL NOT, IN ANY EVENT, EXCEED THE FEE PAID BY THE LICENSED USER TO COMPANY FOR THE DIAGNOSTX SYSTEM. THE FOREGOING EXCLUSIONS/LIMITATIONS OF LIABILITY SHALL NOT APPLY (1) TO PERSONAL INJURY OR DEATH CAUSED BY LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; (3) FOR EXPRESS REMEDIES UNDER THE LAW OR THE SCHEDULE CONTRACT; OR (4) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

5. Indemnification and Release.

5.1. Licensed User Indemnity. Company shall indemnify, defend or settle any action, suit or proceeding brought against the Licensed User alleging that the DiagnostX System infringes any U.S. patent or copyright and shall pay any final judgments awarded or settlements entered into and agreed to by Company, provided that the Licensed User gives prompt written notice to Company of any such action, suit or proceeding and gives Company the authority to proceed as contemplated herein. Company shall have the exclusive right to defend any such action, suit or proceeding and make settlements thereof at its own discretion, and Licensed User may not settle or compromise such action, suit or proceeding, except with the prior written consent of Company. The Licensed User shall give such assistance, cooperation and information as Company may reasonably require to defend, settle, or oppose any such action, suit or proceeding. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

5.2. Remedy. In the event any such infringement action, suit or proceeding is brought or threatened, Company may, at its sole option and expense: (a) procure for the Licensed User the right to continue use of the DiagnostX System; (b) modify, amend or replace the same with other software, firmware or hardware or material having substantially similar functionality and performance; or (c) if neither of the foregoing is commercially practicable as determined by Company in its sole discretion, Company shall have the right to terminate the license for the DiagnostX System and repay to the Licensed User a pro-rata credit based upon the license fees paid for the DiagnostX System prorated over a sixty (60) month period from the date of shipment. Thereafter, termination shall proceed in accordance with the terms of Section 6.

5.3. Exclusions. The foregoing obligations shall not apply to the extent the action, suit or proceeding for infringement and/or misappropriation arises or results from (a) modifications to the DiagnostX System made by any party other than Company or Company's authorized representative; (b) use of the DiagnostX System Platform or Application(s) beyond the scope of or not in compliance with the terms of the Documentation or this Agreement; (c) breach of this Agreement by Licensed User, (d) combination of the DiagnostX System or components thereof with other products (hardware or software), processes or materials to the extent the alleged infringement relates to such combination, or (e) where Licensed User continues the allegedly infringing activity after being notified thereof and having been provided modifications, replacements or other remedies that would have avoided the alleged infringement.

5.4. Limitation. This Section 5 states the entire liability of Company with respect to infringement of any intellectual property right.

6. Term and Termination

6.1. Term. This Agreement shall take effect upon delivery of the DiagnostX System, and shall remain in force until terminated in accordance with this Section.

Termination by Company.

6.2. Effect of Termination. The terms of Sections 4, 5, and 7 of this Agreement shall survive expiration or any termination of this Agreement for as long as necessary to permit their full discharge. Upon (i) termination of this Agreement or (ii) at the time the Licensed User ceases to use the DiagnostX System, the Licensed User shall return to Company at Company's expense the complete DiagnostX System and Documentation and any and all copies thereof. Return procedures are at <https://www.locususa.com/warranty/>.

7. Miscellaneous

7.1. Assignment. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by the Licensed User, in whole or in part, whether voluntary or by operation of law, including by way of sale of assets, merger, consolidation or similar transaction without the prior written consent of Company. Any assignment by the Licensed User without Company's prior written consent is null and void. Company may assign and delegate its rights and obligations under this Agreement without restriction. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

7.2. Independent Parties. The Parties will at all times be independent contractors and will so represent themselves to all third parties. Neither Party has granted to the other the right to bind that Party in any manner whatsoever, and neither Party shall hold itself out as entitled to do the same. Nothing herein will be deemed to empower either Party to be the agent or legal representative of the other nor to constitute the Parties as partners, co-owners, or joint venturers.

7.3. Force Majeure. Neither Party shall incur any liability to the other Party on account of any loss, claim, damage or liability to the extent resulting from any delay or failure to perform all or any part of this Agreement (except for payment obligations), if and to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without any negligence on the part of the Party seeking protection under this Section. Such events, occurrences, or causes shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, terrorism, earthquake, fire or explosions, but the inability to meet financial obligations is expressly excluded.

7.4. Waiver. Any waiver of the provisions of this Agreement or of a Party's rights or remedies under this Agreement must be in writing to be effective. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. The waiver by either of the Parties hereto of a breach or of a default under any of the provisions of this Agreement shall not be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any party may otherwise have at law or in equity. Failure, neglect, or delay by a Party to enforce the provisions of this Agreement or its rights or remedies at any time, shall not be construed and shall not be deemed to be a waiver of such Party's rights under this Agreement and shall not in any way affect the validity of the whole or any part of this Agreement or prejudice such Party's right to take subsequent action.

7.5. Severability. If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the Parties shall endeavor in good faith to agree to such amendments that shall preserve, as far as possible, the intentions expressed in this Agreement. If the Parties fail to agree on such an amendment, such invalid term, condition or provision shall be severed from the remaining terms, conditions and provisions, which shall continue to be valid and enforceable to the fullest extent permitted by law.

7.6. Entire Agreement. This Agreement, the underlying GSA Schedule Contract, the Schedule Pricelist and any applicable Orders, including all exhibits and attachments, if any, constitute the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all communications, representations, understandings and agreements before the Effective Date, either oral or written, between the Parties with respect to said subject matter. This Agreement may not be amended, supplemented or modified except in writing signed by both Parties.

7.7. Publicity. Each Party acknowledges that the other Party may desire to use such other Party's name in vendor and customer lists, press releases, product brochures and financial reports indicating that the Licensed User

is a customer of Company, and each Party agrees that the other Party may use the other Party's name in such a manner, subject, in the case of press releases and product brochures, to such other Party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding anything in this Agreement to the contrary, all publicity is subject to the restrictions contained in GSAR 552.203-71.

7.8. JURISDICTION; VENUE; WAIVER OF JURY TRIAL. This Agreement and the rights and obligations of the parties hereunder and any other instruments or documents issued hereunder shall be construed, interpreted and enforced in accordance with the Federal laws of the United States, exclusive of its choice-of-law principles and each party waives all objections (including but not limited to forum non conveniens) to such jurisdiction and venue.

7.9. General. Time is of the essence of this Agreement and all of the terms, provisions, covenants and conditions hereof. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns. The provisions of this Agreement shall be severable, and the illegality, unenforceability or invalidity of any provision of this Agreement shall not affect or impair the remaining provisions hereof, and each provision of this Agreement shall be construed to be valid and enforceable to the full extent permitted by law. This Agreement constitutes a complete expression of all agreements of the parties relating to the subject matter hereof, and all prior or contemporaneous oral or written understandings or agreements shall be null and void except to the extent set forth in this Agreement. This Agreement cannot be amended orally, or by any course of conduct or dealing, but only by a written agreement signed by the party to be charged therewith. All notices required and allowed hereunder shall be in writing, and shall be deemed given upon deposit in the U.S. Certified Mail, Return Receipt Requested, first-class postage and registration fees prepaid, and correctly addressed to the party for whom intended at its address set forth on the first page or to such other address as has been most recently specified for a party by notice to all other parties. This Agreement may be executed in one or more counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same agreement. Both parties have had input into this Agreement and this Agreement shall be construed in accordance with its fair meaning and not for or against any party as "drafter." All references to gender or number in this Agreement shall be deemed interchangeably to have a masculine, feminine, neuter, singular or plural meaning, as the sense of the context requires.

7.10. U.S. Government End User. The Software and Documentation covered by this license agreement may be considered a "commercial component" as this term is defined in 48 C.F.R. subsection 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. subsection 252.227-7014(a)(1) and 48 C.F.R. subsection 252.227-7014(a)(5), respectively, and used in 48 C.F.R. subsection 12.212 and 48 C.F.R. subsection 227.7202, as applicable, and all as amended from time to time. Consistent with 48 C.F.R. subsection 12.212 and 48 C.F.R. subsection 27.7202, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government entities acquire this product only with those rights set forth in this Agreement.