

EXHIBIT A - SOFTWARE LICENSING TERMS

To the degree any Service Order involves licensing ImageTrend Software, the following terms shall apply:

“ImageTrend Elite Data Marts” means the relational database(s) that contain an enhanced and simplified reporting-ready format of the transactional data collected within ImageTrend Elite. The Elite Data Marts are available for use with the ImageTrend Elite Reporting Tools.

“ImageTrend Elite Reporting Tools” means the Transactional Report Writer, Visual Informatics, Analytical Chart Reporting Tool and Analytical Tabular Reporting Tool in the Software that are based on a set of Elite Data Marts.

“Incident(s)” means an instance where ICEMA sends a vehicle to a potential or actual patient.

1. GRANT OF LICENSE TO SOFTWARE

Each Service Order for the sale of Software Licenses shall outline which of the below licenses are being granted by the Service Order. The license selection will be evidenced by the title of each SKU in the Service Order, e.g., “Elite EMS SaaS” shall be licensed under the Software as a Service License below. If the license is not apparent by the name of the SKU, then the license shall default to Software as a Service.

These licensing terms apply only to new Service Orders issued under this CONTRACT and do not affect, modify, or reduce existing rights to licenses possessed by ICEMA in any way. Specifically, Exhibit E - ICEMA Business Partners from Contract #1816 approved on November 15, 2011, and its subsequent amendments between ICEMA and IMAGETREND, is hereby incorporated by reference and extended under the same terms as provided in Contract #1816, Section 7.

Name of License	Terms of License
<i>Software as a Service License (SaaS) or Integration as a Service (IaaS)</i>	IMAGETREND hereby grants ICEMA a non-exclusive, non-transferable license to use the IMAGETREND Software product(s) listed in the SERVICE ORDER for such time as listed in said SERVICE ORDER. During the term of the SERVICE ORDER, ICEMA shall have access to the Software, which will be installed on servers at the IMAGETREND hosting facility and subject to the Service Level Agreement (Exhibit C) attached. All copies of the Software and/or Licensed Information in any form provided by IMAGETREND to ICEMA hereunder are the sole property of IMAGETREND and/or its suppliers, and that ICEMA shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this CONTRACT.
<i>ImageTrend Hosted License</i>	IMAGETREND will grant ICEMA a non-exclusive, non-transferable, perpetual use license without rights of resale or sublicensing, to the IMAGETREND Software product(s) listed in the SERVICE ORDER. ICEMA shall have access to the Software, which will be installed on servers at the IMAGETREND hosting facility and subject to the Service Level Agreement (Exhibit C) attached. All copies of the Software and/or Licensed Information in any form provided by IMAGETREND to ICEMA hereunder are the sole property of IMAGETREND and/or its suppliers, and that ICEMA shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this CONTRACT.
<i>ICEMA Hosted License</i>	IMAGETREND will grant ICEMA a non-exclusive, non-transferable, perpetual use license without rights of resale or sublicensing, to the IMAGETREND Software product(s) listed in the SERVICE ORDER. ICEMA shall have access to the Software, which will be installed on servers at the ICEMA hosting facility and subject to the Service Level

	<p>Agreement (Exhibit C) attached. All copies of the Software and/or Licensed Information in any form provided by IMAGETREND to ICEMA hereunder are the sole property of IMAGETREND and/or its suppliers, and that ICEMA shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this CONTRACT.</p> <p>Initial set up will require direct access to ICEMA servers by IMAGETREND personnel. However, after the installation is complete, management of non- IMAGETREND software, operating systems, ancillary systems and the responsibility for keeping non- IMAGETREND software updated will be the sole responsibility of ICEMA. IMAGETREND disclaims any and all liability arising out of out-of-date or otherwise insufficiently maintained non- IMAGETREND software or hosting environment.</p>
<i>Other License</i>	<p>Other licenses are contemplated. The terms of such license must be detailed and mutually agreed in the Service Order which affects the license.</p>

2. IMAGETREND ELITE DATA MARTS NON EXCLUSIVE USE LICENSE

In accordance with the terms and conditions hereof, IMAGETREND agrees to grant the use of the ImageTrend Elite Data Marts only via ImageTrend Elite Reporting Tools, unless an “Elite Data Mart License” included and detailed in a SERVICE ORDER. Absent that license, this CONTRACT does not give the CUSTOMER the rights to access and query the ImageTrend Elite Data Marts directly using SQL query tools, reporting tools, ETL tools, or any other tools or mechanisms. Direct access to ImageTrend Elite Data Marts is available via the aforementioned separately priced product and service offering from IMAGETREND.

3. PROTECTION OF SOFTWARE AND LICENSED INFORMATION

ICEMA agrees to respect and not to, nor permit any third-party 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 Licensed Information, and to reproduce and include the same on each authorized copy of the Software and Licensed Information.

ICEMA shall not nor shall ICEMA permit any third-party to, copy or duplicate the Software or any part thereof except for the purposes of system backup, testing, maintenance, or recovery. ICEMA may duplicate the Licensed Information only for internal training, provided that all the names, trademark rights, product names, copyright statement, and other proprietary right statements of IMAGETREND are reserved. IMAGETREND reserves all rights which are not expressly granted to ICEMA in this CONTRACT.

ICEMA shall not, nor shall ICEMA permit any third-party to, modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof, and shall not use the software or portion thereof for purposes other than as intended and provided for in this CONTRACT.

4. INSTALLATION, INTRODUCTORY TRAINING AND DEBUGGING

- A. IMAGETREND shall provide ICEMA with start-up services such as the installation and introductory training relating to the Software, and, if necessary, initial debugging services.
- B. “Train-the-trainer” training for administrators as detailed in each Service Order. Additionally, online training videos and user guides in electronic format will be made available.
- C. IMAGETREND will provide installation instructions and assistance for installation of the Software on ICEMA’s Servers. ICEMA agrees to ensure that IMAGETREND will have unlimited server access.
- D. Introductory training relating to the Software

5. WARRANTIES

A. PERFORMANCE.

IMAGETREND warrants that the Software will conform to the specifications as set forth in the Licensed Information. However, this warranty shall be revoked in the event that any person other than IMAGETREND and its agents make any unauthorized amendment or change to the Software in any manner.

B. OWNERSHIP.

IMAGETREND represents that it is the owner of the entire right, title, and interests in and to the Software, and that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder to ICEMA.

C. LIMITATIONS ON WARRANTY.

All of IMAGETREND's obligations under this Section 9 shall be contingent on ICEMA's use of the Software in accordance with this CONTRACT and in accordance with IMAGETREND's instructions as provided by IMAGETREND in the Licensed Information, and as such instructions may be amended, supplemented, or modified by IMAGETREND from time to time. IMAGETREND 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.

THE EXPRESS WARRANTIES PROVIDED HEREIN ARE THE ONLY WARRANTIES MADE BY IMAGETREND WITH RESPECT TO THE SOFTWARE AND SUPERSEDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND WARRANTIES FOR ANY SPECIAL PURPOSE.

6. MAINTENANCE

IMAGETREND shall provide scheduled updates and new releases for the Software, as well as defect correction as needed per the Service Level Agreement (Exhibit C) attached. Specific out-of-scope system enhancement requests are not included.