FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST

Contract No: GS-35F-425CA
Period Covered by Contract: Jul 16, 2020 – Jul 15, 2025
Pricelist current through Modification #PS-0002, dated Sep 11, 2015

MAS, SPECIAL ITEM NUMBER 511210 - TERM SOFTWARE LICENSES FSC/PSC Class 7030 ADP SOFTWARE - Application Software

MAS, SPECIAL ITEM NUMBER 511210 - PERPETUAL SOFTWARE LICENSES
FSC/PSC Class 7030 ADP SOFTWARE - Application Software

MIM Software Inc.
25800 Science Park Drive, Suite 180
Cleveland, OH 44122
Phone: 216-455-0600
Fax: 216-455-0601
www.mimsoftware.com
Business Type: Small Business
TIN: 56-2401998

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu-driven database system. The INTERNET address GSA Advantage!® is: GSAAAdvantage.gov.

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.
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1A. List of Special Item Numbers

SIN 511210 - TERM SOFTWARE LICENSES
FSC/PSC Class 7030 ADP SOFTWARE - Application Software

SIN 511210 - PERPETUAL SOFTWARE LICENSES
FSC/PSC Class 7030 ADP SOFTWARE - Application Software

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration or training services in direct support of a product. Under such circumstances the services must be performed by the publisher or manufacturer or one of their authorized agents.

<table>
<thead>
<tr>
<th>SIN</th>
<th>MFR PART NO</th>
<th>PRODUCT DESCRIPTION</th>
<th>GSA OFFER PRICE WITH IFF</th>
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</thead>
<tbody>
<tr>
<td>511210</td>
<td>MIM-FSCOCASU-DR01</td>
<td>MIM Maestro Department Solution - Year 1 Price per Treatment Room</td>
<td>12696.12</td>
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<td>511210</td>
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<td>MIM Maestro Department Solution - Year 2 Price per Treatment Room</td>
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<td>MIM-FSCOCASU-DR03</td>
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<td>511210</td>
<td>MIM-FSCOCASU-DR04</td>
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<td>MIM-FSCOCASU-DR05</td>
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<tr>
<td>511210</td>
<td>SAM-MSMU-YL01*</td>
<td>Software Upgrades and Support Services - One Year For: MIM-FSCOCA</td>
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<td>MIM-FSCOCA</td>
<td></td>
<td></td>
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<tr>
<td>511210</td>
<td>SAM-MSMU-YL01*</td>
<td>Software Upgrades and Support Services - One Year For: MIM-FSCOCA-CC</td>
<td>5025.19</td>
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<tr>
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<td>MIM-FSCOCA-CC</td>
<td></td>
<td></td>
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<tr>
<td>511210</td>
<td>SAM-MSMU-YL01*</td>
<td>Software Upgrades and Support Services - One Year For: MIM-SSSTSU</td>
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<td>MIM-SSSTSU</td>
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<tr>
<td>Contract</td>
<td>Scope and Description</td>
<td>Price</td>
<td></td>
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<td>--------------------------------------------------------------------------------------</td>
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<td></td>
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<tr>
<td>511210</td>
<td>SAM-MSMU-YL01* MIM-EN-CC Software Upgrades and Support Services - One Year For: MIM-EN-CC</td>
<td>5025.19</td>
<td></td>
</tr>
<tr>
<td>511210</td>
<td>SAM-MSMU-YL01* MIM-NP-AD Software Upgrades and Support Services - One Year For: MIM-NP-AD</td>
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<tr>
<td>511210</td>
<td>SAM-MSMU-YL01* MIM-BR Software Upgrades and Support Services - One Year For: MIM-BR</td>
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<td>511210</td>
<td>INS-DD MIM Installation (MIM Maestro Department Solution) - One day (up to 10 hours per day) of MIM software installation, DICOM / network connectivity and/or application training.</td>
<td>1460.96</td>
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</tr>
<tr>
<td>511210</td>
<td>MIM-FSCOCA MIM Maestro - Single User, Fixed License</td>
<td>20100.76</td>
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<tr>
<td>511210</td>
<td>MIM-FSCOCA-CC MIM Maestro - Single User, Concurrent License</td>
<td>25125.94</td>
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</tr>
<tr>
<td>511210</td>
<td>MIM-SSSTSU MIM Storage Server (Radiation Oncology) - Server License</td>
<td>13,400.50</td>
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</tr>
<tr>
<td>511210</td>
<td>MIM-EN MIM Encore - Single User, Fixed License</td>
<td>20100.76</td>
<td></td>
</tr>
<tr>
<td>511210</td>
<td>MIM-EN-CC MIM Encore - Single User, Concurrent License</td>
<td>25125.94</td>
<td></td>
</tr>
<tr>
<td>511210</td>
<td>MIM-EN-AD MIM Encore Add-On - Single User, License must be added to an existing MIMfusion License</td>
<td>6700.25</td>
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</tr>
<tr>
<td>511210</td>
<td>MIM-NP MIMneuro - Single User, Fixed License</td>
<td>18760.71</td>
<td></td>
</tr>
<tr>
<td>511210</td>
<td>MIM-NP-CC MIMneuro - Single User, Concurrent License</td>
<td>23785.89</td>
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<tr>
<td>511210</td>
<td>MIM-NP-AD MIMneuro Add-On - Single User, License must be added to an existing MIMfusion or MIM Encore License</td>
<td>15410.58</td>
<td></td>
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<tr>
<td>511210</td>
<td>MIM-BR MIM Symphony - Software for Low Dose Brachytherapy planning. Single User, Fixed License</td>
<td>29924.43</td>
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</tr>
<tr>
<td>511210</td>
<td>MIM-BR-CC MIM Symphony - Software for Low Dose Brachytherapy planning. Single User, Concurrent License</td>
<td>34911.84</td>
<td></td>
</tr>
<tr>
<td>511210</td>
<td>MIM-XX-ADCC MIM Concurrent Add-On - Allows single user license to be shared among N number of workstations. Concurrent License</td>
<td>4987.41</td>
<td></td>
</tr>
</tbody>
</table>
SF-1449 Attachment B: Terms and Conditions IAW Clause I-FSS-600

1B.

511210 | INS       | MIM Installation - One day (up to 10 hours per day) of MIM software installation, DICOM / network connectivity and/or application training. | 1460.96

511210 | SAM-MSMU-YL01 | Software Upgrades and Support Services - One Year For: MIM-XX-ADCC | 1005.04

511210 | INS       | MIM Installation - One day (up to 10 hours per day) of MIM software installation, DICOM / network connectivity and/or application training. | 1460.96

1C. Non-Applicable

2. Maximum Order

(All dollar amounts are exclusive of any discount for prompt payment.)
The Maximum Order value for the following Special Item Numbers (SINs) is $500,000:
Special item Number 511210 - Term Software Licenses
Special Item Number 511210 - Perpetual Software licenses

3. Minimum Order

The minimum dollar value of orders to be issued is $100.00.

4. Geographic Coverage (delivery area)

*Domestic delivery* is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

*Overseas delivery* is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:
[ ] The Geographic Scope of Contract will be domestic and overseas delivery
[ ] The Geographic Scope of Contract will be overseas delivery only
[x] The Geographic Scope of Contract will be domestic delivery only

5. Point(s) of Production

Point of production in Cleveland, Ohio.

6. Discounts from List Prices or Statement of Net Price
Prices shown are NET Prices; Basic Discounts have been deducted.

7. **Quantity Discounts**

For SIN 511210 the following discounts are offered to both the MFC and the GSA:

All customers receive a discount based on dollars spent on MIM Software ("Volume Discount"). Additionally, certain preferred customers may receive a discount which offers a combination of the Volume Discount and Preferred Customer Discount as described in the chart below. NOTE: Preferred customers are those that have future sales growth potential and that MIM works more closely with, as they provide MIM feedback on MIM products.

<table>
<thead>
<tr>
<th>Minimum Dollars Spent</th>
<th>Volume Discount</th>
<th>Preferred Customer Discount</th>
<th>Total Discount Offered to Preferred Customers</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-39,999</td>
<td>0%</td>
<td>0-10%</td>
<td>0-10%</td>
</tr>
<tr>
<td>40,000-79,999</td>
<td>5%</td>
<td>0-10%</td>
<td>5-15%</td>
</tr>
<tr>
<td>80,000-199,999</td>
<td>10%</td>
<td>0-10%</td>
<td>10-20%</td>
</tr>
<tr>
<td>200,000-399,999</td>
<td>15%</td>
<td>0-10%</td>
<td>10-25%</td>
</tr>
<tr>
<td>400,000-799,999</td>
<td>20%</td>
<td>0-5%</td>
<td>20-25%</td>
</tr>
<tr>
<td>800,000-1,499,999</td>
<td>25%</td>
<td>0%</td>
<td>25%</td>
</tr>
<tr>
<td>1,500,000-7,999,999</td>
<td>30%</td>
<td>0%</td>
<td>30%</td>
</tr>
<tr>
<td>8,000,000</td>
<td>33%</td>
<td>0%</td>
<td>33%</td>
</tr>
</tbody>
</table>

8. **Prompt Payment Terms**

Prompt Payment: 0% - Net 30 days from receipt of invoice or date of acceptance, whichever is later.

9A. **Government Purchase Cards – Below Micro-Purchase**

Government purchase cards will be accepted at or below the micro-purchase threshold.

9B. **Government Purchase Cards – Above Micro-Purchase**

Government purchase cards may be accepted above the micro-purchase threshold.

10. **Foreign Items**
No Foreign items. Non-applicable.

11A. Time of Delivery

The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

<table>
<thead>
<tr>
<th>SPECIAL ITEM NUMBER</th>
<th>DELIVERY TIME (Days ARO)</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>30 Days</td>
</tr>
<tr>
<td>511210</td>
<td>30 Days</td>
</tr>
</tbody>
</table>

11B. Expedited Delivery Schedule

Ordering activities/agencies are asked to contact Contractor for expedited delivery rates. Expedited delivery is open for negotiations with the ordering activities/agencies on a case-by-case basis.

11C. Overnight and 2-Day Delivery

Ordering activities/agencies are asked to contact Contractor for overnight and 2-day delivery rates. Overnight and 2-day delivery is open for negotiations with the ordering activities/agencies on a case-by-case basis.

11D. Urgent Requirements

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

12. FOB Destination

Prices cover delivery to destinations located within the 48 contiguous States and the District of Columbia, Alaska, Hawaii, and Puerto Rico.

13A. Ordering Address

MIM Software Inc.
25800 Science Park Drive - Suite 180
Cleveland, OH 44122-7390

13B. Ordering Procedures for Federal Supply Schedule
Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.

b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance: Phone: 866-421-2536.

14. Payment Address

MIM Software Inc.
25800 Science Park Drive - Suite 180
Cleveland, OH 44122-7390

15. Warranty Provisions

For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

(1) Time of delivery/installation quotations for individual orders;

(2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/service/software package submitted in response to requirements which result in orders under this schedule contract.

(3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

The above is not intended to encompass items not currently covered by the GSA Schedule contract.

16. Export Packing Charges

Non-Applicable

17. Terms and Conditions of Government Purchase Card Acceptance (Any Thresholds Above the Micro-Purchase Level)

Government purchase cards may be accepted above the micro-purchase threshold. If Contractor and ordering activity/agency agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card), bank account information
for wire transfer payments will be shown on the invoice.

18. Terms and Conditions of Rental, Maintenance, and Repair.
Non-Applicable

19. Terms and Conditions of Installation, Deinstallation, Reinstallation
Non-Applicable

20. Terms and Conditions of Repair Parts
Non-Applicable

20A. Terms and Conditions for Any other Services
See Page 8

21. List of Service and Distribution Points
MIM Software Inc.
25800 Science Park Drive - Suite 180
Cleveland, OH 44122-7390
Phone: 216-455-0600

22. List of Participating Dealers
Non-Applicable

23. Preventive Maintenance
Non-Applicable

24A. Special Attributes
Non-Applicable

24B. Section 508 Compliance Information
If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic Information Technology (EIT) at the following:

Please reference: www.mimsoftware.com

The EIT standard can be found at: www.Section508.gov
25. Data Universal Number System Number (DUNS)

Data Universal Numbering System (DUNS) Number: **136977290**

26. Registration in Central Contractor Registration (CCR)

MIM Software Inc., is registered at SAM.gov formerly known as the Central Contractor Registration database (CCR).
II. TERMS AND CONDITIONS

1. INSPECTION/ACCEPTANCE:

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. GUARANTEE/WARRANTY:

a. Unless specified otherwise in this contract, the Contractor’s standard commercial guarantee/warranty as stated in the contract’s commercial pricelist will apply to this contract.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

3. TECHNICAL SERVICES:

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 866-421-2536 or 216-455-0600 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8am to 6pm EST. Support can also be reached through support@mimsoftware.com.

4. SOFTWARE MAINTENANCE:

a. Software maintenance as it is defined (select software maintenance type):

   ___x___ Software Maintenance as a Product (SIN 511210 or SIN 511210)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the
commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user’s self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324).

5. PERIODS OF TERM LICENSES (SIN 511210):

a. The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.

b. Term licenses may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses, the period of the term licenses shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses orders citing the new appropriation shall be required, if the term licenses is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity’s specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE - Not Offered

a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is
contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.

b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.

c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to ________% of all term license payments during the period that the software was under a term license within the ordering activity.

7. TERM LICENSE CESSATION - Not Offered

a. After a software product has been on a continuous term license for a period of ________ * months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 511210, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

8. UTILIZATION LIMITATIONS - (SIN 511210, SIN 511210):

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that
has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

9. SOFTWARE CONVERSIONS - (511210 AND 511210) - Not Offered

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one
computer system to another. Under a perpetual license (511210), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version.

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY:

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

11. RIGHT-TO-COPY PRICING - Not Offered
MIM SOFTWARE END USER LICENSE AGREEMENT

This MIM Software End User License Agreement (this “Agreement”) is effective as of this ___ date of ____________, 20__ (the “Effective Date”), and is entered into by and between MIM Software Inc., an Ohio corporation with offices at 25800 Science Park Drive, Suite 180, Cleveland, Ohio 44122 (“MIM Software”), and ______________________, an ordering activity, defined as an "entity authorized to order under GSA Schedule contracts as defined in GSA Order ADM4800.2G, as may be revised from time to time” (“Licensee” or “You”).

ARTICLE 1. DEFINITIONS

1.1 “Affiliate” means, with respect to any person or entity, any person or entity which, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such person or entity. For purposes of this definition, “control” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

1.2 “Documentation” means all visually or machine-readable materials developed for use in connection with software or which explain the structure, development, programming, features, or functions of the software, including but not limited to designs, specifications, programming notes, annotations, user manuals, and help files.

1.3 “Licensee” or “You” mean an ordering activity, defined as an "entity authorized to order under GSA Schedule contracts as defined in GSA Order ADM4800.2G, as may be revised from time to time," who has or will download, install and/or use the Software and who is being licensed to use the Software.

1.4 “MIM Software” means MIM Software Inc., an Ohio corporation.

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4.1 **Support Services.** MIM Software will, during the Initial Term and any term for which Licensee purchases a Software Upgrade or Support Services contract from MIM Software, provide Support Services to Licensee so long as Licensee is not in default under this Agreement. Support Services typically consist of the following: (i) electronic product support via the Internet; (ii) consultation with Licensee for a reasonable amount of time by telephone during MIM Software’s normal business hours to assist Licensee in the use of the Software; (iii) supply of computer program code to correct any material nonconformities in the Software from the Documentation; and (iv) error corrections or enhancements to the Software that MIM Software develops and generally makes available to other licensees of the Software at no charge. After the Initial Term, unless already included in the fee for the Software licensed by Licensee, Support Services will be made available to Licensee only if Licensee purchases (1) a Software Upgrade contract, which includes Support Services, from MIM Software or (2) a separate Support Services contract from MIM Software. Such contracts are issued on an annual basis and must be purchased separately each year for each copy of the Software licensed by Licensee.

**ARTICLE 5. DISCLAIMER OF WARRANTIES**

5.1 **EXCEPT AS SET FORTH IN THIS AGREEMENT, MIM SOFTWARE EXPRESSLY DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION AND ANY SUPPORT SERVICES THAT MIM SOFTWARE MAY PROVIDE (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF TITLE OR THAT THE SOFTWARE: WILL BE ERROR-FREE, WILL OPERATE WITHOUT INTERRUPTION, OR WILL PRODUCE PARTICULAR RESULTS IN CONNECTION WITH ITS USE). FURTHER, MIM SOFTWARE EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE SHALL APPLY TO THIS AGREEMENT.**

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ARTICLE 6. LIABILITY LIMITS, EXCLUSIVE REMEDY, MEDICAL DECISIONS

6.1 Limitation of Damages. MIM Software is not liable to Licensee, its Affiliates, or any third party for: any personal injury, death, or damage to or destruction of property or premises that occurs in connection with or as a result of any decision by Licensee or its Affiliates to install or use the Software or Documentation; any decision made or action taken by Licensee or its Affiliates in reliance upon the Software or Documentation; any loss or inaccuracy of data; the cost of procurement of substitute goods, services, or technology; any matter beyond MIM Software’s reasonable control; or any indirect, special, consequential, exemplary, or incidental damages (including, without limitation, lost revenues, anticipated revenues, or profits relating to the same) arising from any claim relating directly or indirectly to this Agreement, whether such claim is based on warranty, this Agreement, or tort (including, without limitation, negligence or strict liability), even if an authorized representative of MIM Software is advised of the likelihood or possibility of the same. In no event is MIM Software liable to Licensee, its Affiliates, or any third party for any damages caused by Licensee’s, its Affiliate’s, or any third party’s acts or omissions. MIM Software’s aggregate liability for any claim relating to this Agreement shall not exceed the amount actually paid by Licensee to MIM Software for a license to the Software or Documentation licensed hereunder.

6.2 Remedy. Remedies shall be governed by the applicable terms and conditions of MIM’s GSA Schedule contract.

6.3 Responsibility for Medical Decisions. All medical decisions, including, but not limited to, the creation of any contour, the interpretation of any contour or image, or any diagnosis, treatment, or care plan made by Licensee, its Affiliates, any health care professionals, or any physicians arising out of or resulting from, in whole or in part, the use of the Software or Documentation are strictly the responsibility of those individuals and/or Licensee. LICENSEE ACKNOWLEDGES THAT THE SOFTWARE ONLY CAN REPLICATE THE IMAGES THAT ARE INPUT INTO IT BY LICENSEE OR THIRD PARTIES, AND IF THE IMAGES INPUT INTO THE SOFTWARE ARE OF POOR QUALITY, CONTAIN ARTIFACTS OR ANOMALIES, OR ARE CORRUPTED OR FLAWED IN ANY MANNER, THE SAME WILL BE REPLICATED BY THE SOFTWARE. LICENSEE ACKNOWLEDGES THAT SUCH ARTIFACTS, ANOMALIES, OR CORRUPTED DATA OR IMAGES MAY BE CAUSED BY SOMETHING OTHER THAN THE SOFTWARE, INCLUDING BY MALFUNCTIONS OF COMPUTER HARDWARE, COMMUNICATIONS EQUIPMENT, OR OTHER SOFTWARE. LICENSEE DOES NOT EXPECT THAT THE LICENSED SOFTWARE WILL CORRECT ANY PRE-EXISTING ARTIFACTS, ANOMALIES, OR CORRUPTION. LICENSEE
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ARTICLE 7. INDEMNIFICATION

7.1 MIM SOFTWARE SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS LICENSEE AND ITS AFFILIATES, STOCKHOLDERS, DIRECTORS, OFFICERS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, LIABILITIES, COSTS, FEES, OBLIGATIONS, OR DAMAGES (INCLUDING REASONABLE ATTORNEYS’ FEES) ARISING OUT OF OR RELATING TO (i) ANY CLAIM BY A THIRD PARTY THAT LICENSEE’S USE OR POSSESSION OF THE SOFTWARE OR DOCUMENTATION IN THE FORM RECEIVED FROM MIM SOFTWARE WITHOUT MODIFICATION OR ALTERATION INFRINGES ANY UNITED STATES PATENT, UNITED STATES COPYRIGHT, OR UNITED STATES TRADEMARK THAT WAS ISSUED OR REGISTERED AS OF THE EFFECTIVE DATE OF THIS AGREEMENT, (ii) A BREACH BY MIM SOFTWARE OF ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT, OR (iii) MIM SOFTWARE’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. LICENSEE AGREES THAT (a) LICENSEE WILL NOTIFY MIM SOFTWARE PROMPTLY (BUT NO LATER THAN TEN (10) DAYS UPON RECEIPT BY LICENSEE OF NOTICE OF SUCH CLAIM IN WRITING) AND WILL GIVE MIM SOFTWARE ALL INFORMATION KNOWN TO LICENSEE RELATING THERETO, AND (b) LICENSEE WILL COOPERATE WITH MIM SOFTWARE IN THE SETTLEMENT AND/OR DEFENSE.

ARTICLE 8. TERM AND TERMINATION

8.1 Term. Unless sooner terminated, this Agreement commences on the Effective Date and remains in full force and effect for the longer of one (1) year or the period of time set forth in the Quotation provided to you, which is incorporated herein by reference as if fully rewritten herein, (the “Initial Term”).

8.2 Termination for Breach. Terminations for Breach shall be handled in accordance with the terms and conditions of MIM’s GSA Schedule contract.

ARTICLE 9. GENERAL

9.1 Survival of Provisions. Section 5.1, Section 5.2, Article 6, Article 7, and Article 9 survive any termination of this Agreement.

9.2 Language. The parties hereto confirm that it is their wish that this Agreement, as well as other documents relating hereto, including Notices, have been and shall be drawn up in the English language only.

9.3 Entire Agreement. This Agreement, and MIM’s GSA Schedule Contract and orders thereunder, constitute the whole and entire agreement of the parties on the subject matter hereof, superseding all prior written or oral, or contemporaneous oral, representations, proposals,
correspondence, memoranda or other communications, all of which are expressly excluded, except that the MIM Software Quotation is incorporated herein by reference as if fully rewritten herein.

9.4 **Assignment.** Licensee shall not assign this Agreement or any right hereunder, or delegate any obligation created under this Agreement to any third party without the prior written consent of MIM Software, whose consent shall not be unreasonably withheld. MIM Software, may assign its rights and duties subject to the terms and conditions of MIM’s GSA Schedule contract. Any attempt to assign this Agreement by Licensee without first obtaining the prior written consent of MIM Software is null, void and of no legal effect.

9.5 **Relationship of the Parties.** This Agreement creates no partnership, joint venture, franchise or agency between the parties. The relationship created hereby is strictly that of licensor and licensee. Neither party has the right to assume or create, either directly or indirectly, any liability or any obligation of any kind, expressed or implied, in the name of or on behalf of the other party, and neither party will represent that it has such authority.

9.6 **Waivers; Amendments.** This Agreement may only be waived or amended, if such waiver or amendment is in writing, specifically references this Agreement and is executed by the party to be bound. The waiver by either party of a breach of any provision of this Agreement does not operate as a waiver of any other breach. A party’s failure or delay to exercise any right hereunder does not operate as a waiver of such right or provision of this Agreement.

9.7 **Force Majeure.** MIM Software is not responsible for any failure to perform its obligations hereunder caused by strikes, lockouts, riots, epidemics, war, governmental regulations, fire, communication line failures, power failures, acts of God or other causes beyond its reasonable control, and the occurrence of any such event will toll the time period provided in this Agreement for performance by MIM Software.

9.8 **Severability.** The illegality, invalidity or unenforceability of any part of this Agreement does not affect the legality, validity or enforceability of the remainder of this Agreement. If any part of this Agreement is found to be illegal, invalid or unenforceable, this Agreement will be given such meaning as would make this Agreement legal, valid and enforceable in order to give effect to the intent of the parties.

9.9 **Headings.** The Article titles and headings in this Agreement are only for the convenience of the parties and have no legal or contractual effect.

9.10 **Notices.** Any question or comments regarding the Software or Documentation should be directed by email to info@mimsoftware.com, by telephone at 1-866-421-2536 or via U.S. Mail to MIM Software at MIM Software Inc., 25800 Science Park Drive, Suite 180, Cleveland, Ohio 44122.

9.11 **Dispute Resolution.** Dispute resolution shall be conducted in accordance with the terms and conditions of MIM’s GSA Schedule contract.

9.12 **Governing Law.** This Agreement is governed by and construed in accordance with the federal laws of the United States.
9.14 Other Trademarks. The terms iPhone® and iPad® are trademarks of Apple Inc. Active Directory® and Windows® are registered trademarks of Microsoft Corporation in the United States and other countries. The names of other companies, products and services are the property of their respective owners. MIM Software products are not affiliated with, endorsed or sponsored by Apple Inc., Microsoft Corporation or any other company.

9.15 Authority to Execute This Agreement. You represent and warrant that you have the authority to execute this Agreement on behalf of the Licensee and to carry out all obligations imposed hereunder.

IN WITNESS WHEREOF, Licensee has caused this Agreement to be executed by its respective officers thereunto duly authorized as of the date set forth below.

MIM SOFTWARE INC.

By: ____________________
Name: ____________________
Date: ____________________

[Licensee]

By: ____________________
Name: ____________________
Date: ____________________

Revised: May 13, 2013