

ROSHAL HEALTH™

PLATFORM LICENSE & SUBSCRIPTION AGREEMENT

Effective 08/11/2026

Roshal Imaging Services, LLC d/b/a Roshal Health (“Roshal Health”) requires subscribers, including any entity executing an order form (“Customer”), to accept and adhere to these terms of use. These terms govern Customer’s use of the Company’s proprietary subscription platform (“Platform”) and Diagnostic Capacity Network (“Network”) (together the “Subscription”) and is accepted by executing an order form that references this Agreement or otherwise accessing the Platform and/or Network.

1. Order Form. Customer’s Subscription is enabled through executed order forms (each, an “Order Form”). Each Order Form will include the scope of the subscription and specific terms regarding the Platform, Network, and Subscription terms such as capacity, pricing, locations as defined in each Order Form as well as the associated fees as applicable to the Subscription. Each additional Order Form will be numbered sequentially (e.g. Order Form 1, 2, 3, etc.) and upon the date of the last signature on any Order Form (the “Effective Date”), each Order Form will be deemed an addendum hereto and will be subject to all of the terms and conditions herein. Any one of Customer’s subsidiaries or affiliates may also subscribe under this Agreement by entering into an Order Form signed by such subsidiary or affiliate and Company and agreeing to be bound by the terms of this Agreement and such Order Form.

2. Platform License

2.1. Grant of License. Roshal Health grants Customer a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Subscription solely for Customer’s internal healthcare operations during the Term, subject to this Agreement and applicable Order Forms. The license includes any written materials including user guides, templates, documentation and training materials. Customer shall be responsible for each user’s use of the Subscription in accordance with the terms of this Agreement.

2.2. Acceptable Use. Customer shall not (i) reverse engineer, decompile, or disassemble the Platform; (ii) access the Network for competitive analysis or benchmarking; (iii) extract or scrape data except as permitted; (iv) sublicense or resell Subscription access; or (v) use the Platform in Subscription in violation of applicable law.

2.3. Platform Updates & Maintenance. Roshal may perform scheduled or emergency maintenance and may update the Platform from time to time. Roshal will use commercially reasonable efforts to minimize disruption and, where practicable, provide notice.

2.4. Applicable Laws. Customer’s access to and use of the Subscription is subject to all applicable international, federal, state and local laws (in which Customer operates) and regulations. Customer may not use the Subscription or any information data or Customer Data (as defined below) in violation of or to violate any applicable law, rule or regulation. In addition to laws and regulations, Customer will comply with applicable Medicare and third-party payer rules and policies related to treatment, reimbursement and billing procedures.

2.5. Suspension of Subscription. Company has the right to immediately suspend the Subscription (a) in order to prevent damage to or degradation of the Platform or Network or unauthorized or non-compliant use or (b) for operational reasons such as repair, maintenance, or improvement or because of any emergency, or (c) if, following notice from Company, Customer has failed to pay any amounts due and owing. In the case of (a) or (b) Company will give Customer prior notice if reasonable and will ensure that the Subscription is restored as soon as possible after the event giving rise to suspension has been resolved to Company's reasonable satisfaction.

3. Intellectual Property.

3.1. Proprietary Rights. Company's intellectual property, including without limitation the Network, its trademarks and copyrights and excluding any Customer Content contained therein, and any modification thereof, are and will remain the exclusive property of Company. No licenses or rights are granted to Customer except for the limited rights expressly granted in this Agreement.

3.2. Feedback. Any feedback provided by Customer may be used by Roshal without restriction or obligation.

4. Billing.

4.1. Invoicing and Payment. Fees and payment terms are set forth in the applicable Order Form. Roshal reserves the right to apply payments at the Company's discretion if no remittance advice is emailed. An administrative late charge of \$35.00 per invoice per month will be charged for any electronic transaction that is declined, any returned check or any invoice more than 60 days past due. Additionally, undisputed amounts that are past due will be subject to a monthly charge of 10% per month or the maximum rate permitted by applicable law, whichever is less. Customer waives the right to contest billing discrepancies that are not reported within two billing cycles. Customer agrees to pay all reasonable costs of collection in the event any amount is not paid when due. 5.2

4.2 Upgrades. Upgrades are effective immediately. Company will charge Customer any associated Subscription Fee increases as of the date the upgraded features are made available to Customer.

4.3. Taxes. Customer shall be responsible for payment of all sales, use, excise, and other taxes levied in connection with the Subscriptions, except that Roshal shall be responsible for taxes based upon Company's income, and for payroll taxes levied in connection with Roshal employees. If Customer is a tax-exempt entity under any applicable provision of the Internal Revenue Code of the United States and/or under state law, Customer shall provide Company with a copy of the applicable tax exemption certificates. Customer shall be responsible for refunds of taxes collected prior to receipt of such certificate.

4.4. Travel Expenses. If Customer and Company mutually determine that travel is required in relation to Company's provision of the Subscription, any such travel expenses including reasonable transportation, lodging and meals expenses incurred are subject to Customer's prior written approval. In the event that Customer cancels or reschedules any travel that has already been approved by Customer, Customer will pay to Company any cancellation and change Fees related to such travel, as applicable.

4.5 Recognized Holidays. For purposes of the Agreement, "Recognized Holidays" are: New Year's Eve Day, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve Day, and Christmas Day. For purposes of clarification, all Holidays begin at 12:00 a.m. the day of the Holiday and run through 11:59 p.m. the day of the Holiday.

4.6 Payment Methods. Unless otherwise stated in an Order Form, all Fees are payable by standard ACH/EFT to the account designated on Company's invoice, at no charge to Customer. If any payment is made by any other method including, without limitation, credit card, virtual card, debit card, check, wire transfer, or any third-party payment platform, network, portal, or intermediary engaged by or on behalf of Customer, Customer shall bear all processing, transaction, platform, network, interchange, or handling fees imposed on, or deducted from amounts payable to, Company in connection with such payment.

5. Term and Termination.

5.1. Term. The Subscription will be effective as of the Effective Date in the initial Order Form and remain in effect until (a) all executed Order Forms have expired or been terminated or (b) terminated by either party as permitted by this Agreement. Unless otherwise stated in the Order Form, the initial term of each Order Form will be for Twenty-Four (24) months, and thereafter, the Order Form will automatically renew for successive periods equal to the initial term, unless cancelled by either party by provision of written notice of non-renewal at least sixty (60) prior to such automatic renewal date.

5.2. Termination. Either party may terminate this Agreement immediately for a breach by the other party of any of its material terms, if the breaching party has failed to cure such breach (if curable) within 30 days of receipt of written notice from the non-breaching party describing the breach. Either party may terminate this Agreement without notice if the other party becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against such party (except for involuntary bankruptcies which are dismissed within 60 days), or has a receiver or trustee appointed for substantially all of its property.

5.3. Effects of Termination. Upon the expiration or termination of this Agreement for any reason, (a) Customer will immediately cease using the Subscription, (b) any unpaid, undisputed amounts due through termination will become immediately due and payable; and (c) upon request, each party will return or destroy all Confidential Information of the other party, provided, that each party may retain one copy of the Confidential Information of the other party as necessary to comply with applicable law or its records retention or archival policies or practices (and such retained Confidential Information will remain subject the non-disclosure obligations in this Agreement).

5.4. Termination for Customer Breach and Effects. In the event the Subscription Fees owed by Customer to Company are past due by more than 90 days or Customer's un-cured material breach of the Agreement, Company will have the option to terminate the Agreement, effective immediately, upon written notice to Customer. Upon Company's termination hereunder, Customer will be immediately responsible to pay a "Final Payment" which is calculated as the greater of: (a) the Subscription and Overage Fees (if any) contained in any then current Order Form(s) multiplied by

the number of months remaining in the then current Term; or (b) the average Subscription and Overage Fees charged to Customer over the prior 3 invoices multiplied by the number of months remaining in the then current Term. The parties further agree that this Final Payment does not constitute a penalty and that this Final Payment is a reasonable estimate in light of the anticipated harm caused by Customer non-payment or material breach of this Agreement.

5.5. Survival. Any provisions of this Agreement that expressly, or by implication, are intended to survive its termination or expiration will survive and continue to bind the parties, including without limitation provisions relating to confidentiality, representations and warranties, indemnification, limitations on liability, intellectual property, and Customer's payment obligations under this Agreement.

6. Confidential Information.

6.1. Confidential Information. "Confidential Information" means any information disclosed by one party to the other whether orally or in writing that is designated as confidential or that reasonably should be understood by the receiving party to be confidential, notwithstanding the failure of the disclosing party to designate it as such. Confidential Information may include information that is proprietary to a third party and is disclosed by one party to another pursuant to this Agreement. The Subscription, all features and functions thereof and related pricing and product plans will be the Confidential Information of Company.

6.2. Non-Disclosure. Each party agrees to maintain the confidentiality of the other party's Confidential Information with the same security and measures it uses to protect its own Confidential Information of a similar nature (but in no event less than reasonable security and measures) and not to use such Confidential Information except as necessary to perform its obligations or exercise its rights under this Agreement. The receiving party may disclose Confidential Information of the disclosing party to those employees, officers, directors, agents, affiliates, consultants, users, and suppliers who need to know such Confidential Information for the purpose of carrying out the activities contemplated by this Agreement and who have agreed to confidentiality provisions that are no less restrictive than the requirements herein. Such party will be responsible for any improper use or disclosure of the disclosing party's Confidential Information by any such parties. Except as expressly permitted by this Section, the receiving party will not disclose or facilitate the disclosure of Confidential Information of the disclosing party to any third party. The restrictions in this Section shall continue until such time as the information is covered by an exclusion set forth below.

6.3. Exclusions. The receiving party will have no obligation under this Section with respect to information provided by the disclosing party that: (a) is or becomes generally available to the public other than as a result of a breach of this Agreement by the receiving party, (b) is or becomes available to the receiving party from a source other than the disclosing party, provided that such source is not known to the receiving party to be bound by an obligation of confidentiality to the disclosing party with respect to such information, (c) was in the receiving party's possession prior to disclosure by the disclosing party, or (d) is independently developed by the receiving party without reference to the Confidential Information. Further either party may disclose Confidential Information (i) as required by any court or other governmental body or as otherwise required by law, or (ii) as necessary for the enforcement of this Agreement or its rights hereunder.

7. Disclaimers.

COMPANY DOES NOT WARRANT THAT THE PLATFORM OR NETWORK WILL PERFORM ERROR-FREE OR UNINTERRUPTED, THAT COMPANY WILL CORRECT ALL ERRORS OR THAT THE SUBSCRIPTION WILL MEET CUSTOMER REQUIREMENTS OR EXPECTATIONS. COMPANY IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATIONS OR SECURITY OF THE PLATFORM OR NETWORK THAT ARISE FROM CUSTOMER REQUIREMENTS, CUSTOMER DATA, APPLICATIONS OR SERVICES PROVIDED BY THIRD PARTIES. COMPANY EXPRESSLY DISCLAIMS (TO THE GREATEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW) ALL OTHER WARRANTIES EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE.

8. Limitation of Liability. IN NO EVENT WILL COMPANY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OF ANY KIND OR NATURE ARISING OUT OF THIS AGREEMENT OR THE SUBSCRIPTION, INCLUDING WITHOUT LIMITATION, ANY COST TO COVER PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES (WHICH THE PARTIES AGREE WILL NOT BE CONSIDERED DIRECT DAMAGES), OR ANY LOSS OF REVENUE, PROFITS, SALES, DATA, DATA USE, GOOD WILL, OR REPUTATION. COMPANY'S MAXIMUM LIABILITY ARISING OUT OF OR RELATED TO THE SUBSCRIPTION OR THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT OF FEES CUSTOMER HAS PAID TO COMPANY IN THE 3 MONTH(S) PRIOR TO THE EVENT(S) GIVING RISE TO SUCH LIABILITY. THE LIMITATIONS SET FORTH IN THIS SECTION APPLY REGARDLESS OF THE LEGAL THEORY ON WHICH A CLAIM IS BROUGHT, EVEN IF COMPANY HAS BEEN NOTIFIED OF THE POSSIBILITY OF DAMAGE OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY PROVIDED IN THIS AGREEMENT.

9. Healthcare Requirements. Company agrees to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 ("HIPAA"), to the same extent as required of CUSTOMER and the requirements of any regulations promulgated thereunder, including without limitation, the federal privacy regulations as contained in 45 CFR Parts 160 and 164 (the "Federal Privacy Regulations") and the federal security standards as contained in 45 CFR Part 142 (the "Federal Security Regulations") and the federal transaction standards as contained in 45 CFR Parts 160 and 162 (the "Federal Transaction Regulations") as amended by the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-005 ("HITECH Act") and regulations promulgated thereunder by the U.S. Department of Health and Human Services.

Company and Customer hereby agrees that Company is a "business associate" of Customer under the Federal Privacy Regulations and shall each abide by the terms of the Business Associate Agreement attached hereto as Exhibit A.

10. No Medical Advice Given. Roshal Health's provision of the Subscription is not an attempt to practice medicine or provide specific medical advice. The Subscription is not intended to be a substitute for professional medical advice, diagnosis or treatment. Customer shall indemnify, hold

harmless and defend Company from and against any third-party claim, loss, liability, or damages arising out of any medical treatment, patient care or related activities of Customer.

11. Publicity. Customer hereby consents to Company identifying Customer as a customer by name and logo in Company's promotional materials, subject to Customer's right to revoke such consent in writing at any time. Upon such revocation, Company will have 30 days to process Customer's request.

12. Assignment. Customer may not assign or transfer this Agreement or any of its rights or obligations hereunder in whole or in part without the prior written consent of Company. Subject to the foregoing, this Agreement will inure to the benefit of, be binding upon, and be enforceable against, each of the parties hereto and their respective successors and assigns.

13. Notices. Any notice required under this Agreement will be provided to the other party in writing. If Customer wishes to provide notice to Company, Customer will send notice via email to: notice@roshalimaging.com. Company will send notices to one or more contact(s) on file for Customer. Notices from Company, other than for a breach of this Agreement may be provided within the Subscription.

14. Attorney's Fees. In the event any proceeding or lawsuit is brought in connection with this Agreement, the prevailing party in such proceeding will be entitled to receive its reasonable costs, expert witness and attorneys' fees.

15. Relationship of the Parties. This Agreement does not create any joint venture, partnership, agency, or employment relationship between the parties.

16. Non-Solicitation. Customer shall not, without Roshal's prior written consent, solicit to hire nor hire any employee, contractor or consultant of Company who has been involved, during the prior twelve-month period, in the performance of Roshal's duties hereunder. Notwithstanding the foregoing, the hiring of employees or agents who respond to a generally advertised job opening shall not be considered a solicitation as contemplated by this clause.

17. No Third-Party Beneficiaries. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever.

18. Force Majeure. Neither party will be liable under this Agreement for any failure or delay in the performance of its obligations (except for the payment of money) on account of strikes, shortages, riots, insurrections, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages, or any other cause that is beyond the reasonable control of such party.

19. Limitation of Claims. No legal proceedings, regardless of form, arising under or relating to this Agreement may be brought by Customer more than six months after it first have actual knowledge of the facts giving rise to the cause of action.

20. Governing Law, Jurisdiction and Venue. This Agreement will be governed by and construed in all respects in accordance with the laws of the state of Texas, without regard to its conflicts of laws principles. Each party hereby consents to the exclusive venue and jurisdiction of the federal courts

of Indiana. THE PARTIES FURTHER AGREE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING FROM THE TERMS OF THIS AGREEMENT.

21. Severability, Waiver and Amendment. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or invalid, such provision will be changed and interpreted as to best accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions will remain in full force and effect. No waiver of any term or right in this Agreement will be effective unless made in writing and signed by an authorized representative of the waiving party. Any waiver or failure to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Except to the extent otherwise expressly provided in this Agreement, this Agreement may only be amended in writing signed by both parties hereto.

22. Counterparts, Entire Agreement and Order of Precedence. This Agreement or any Order Form may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement, together with any Order Form(s) and the Business Associate Agreement states the entire agreement of the parties regarding the subject matter of this Agreement, and supersedes all prior proposals, agreements or other communications between the parties, oral or written, regarding such subject matter. If an ambiguity or conflict exists among the documents the order of precedence will be: (a) the terms and conditions of an Order Form; (b) the terms and conditions of the Business Associate Agreement; and (c) the terms and conditions of this Agreement. Any preprinted terms on any purchase order are hereby expressly rejected by Company and will be of no force or effect.