

Master Agreement

This Master Agreement is entered into by and between Landauer, Inc., a Delaware corporation with its principal place of business at 2 Science Road, Glenwood, IL 60425 (“**COMPANY**” including its Affiliates) and _____ (“**Customer**” including its Affiliates). Company and Customer herein may each be referred to as a “**Party**” or together the “**Parties**”. The Agreement commences on the date of last signature (“**Effective Date**”). This Master Agreement and all Schedules or Orders (“**Order**” or “**Schedule**”), including any attachments or exhibits, are collectively referred to as the “**Agreement**”.

1. **Definitions.** Additionally, this “Agreement” means, collectively: (1) the quote or Customized Pricing Addendum (“Quotation”), (2) any Terms of Use Agreement if applicable, and (3) any amendments to any of the foregoing. Company shall furnish the products and/or services described and further specified in the Quotations and the Schedules (the “Services”) in accordance with this Agreement. In the event of a conflict between a term in a Schedule and a provision in this Agreement, the term in the Schedule will prevail with respect to only such conflict and the Services that are specifically covered by that Schedule.

“Confidential Information” means information, content and knowledge concerning the business of the other party and its affiliates, whether or not reduced to writing, including without limitation, information, content and knowledge pertaining to developments, techniques, data, know-how, methodology, research, processes, technology, designs, materials, ideas, plans, trade secrets, customers, proprietary information, and other information relating to the business of the other party.

2. **Term.** The term of this Agreement shall begin on the Effective Date and shall continue until terminated in accordance with the Termination section or upon the expiration or termination of every applicable Schedule or Order (the “Term”).
3. **Termination.** Upon termination or expiration of an Order or Schedule or this Agreement for any reason, in addition to any provision that expressly survives or any provision that needs to survive to give it its intended meaning and effect, the provisions of sections Payment, Confidentiality, Disclaimers, Indemnification, Limitation of Liability and Governing Law shall continue and survive in full force and effect.
4. **Payment.** Customer will pay the full amount owed on each invoice per the applicable Schedule and/or Order, including all taxes arising from its purchases hereunder. Customers that are exempt from sales and use taxes, will provide Company with valid proof of tax-exemption status. Customer agrees to accept all invoices by email and to keep Company informed of any change to the email address to which invoices are to be issued. Customer’s obligation to pay fees and Taxes is absolute and unconditional and not subject to any refund, abatement, set-off, defense or counterclaim for any reason. Company may, without limiting its other rights or remedies, set off any amount owing to Company by Customer against any amount payable by Company to Customer. Virtual Credit Card (VCC) payments will not be accepted. All standard credit card payments will be subject to a bank surcharge, exclusions apply. Payments via ACH or direct deposit methods will not be subject to a surcharge.
5. **Indemnification.** To the fullest extent permitted by law, each Party (the “Indemnifying Party”) shall indemnify the other Party (“Indemnified Party”), against any and all claims brought by or directly resulting from any third parties, including reasonable attorneys’ fees (“Third Party Losses”), and costs finally awarded by a court of competent jurisdiction, to the extent Third Party Losses are proximately caused by the Indemnifying Party’s (i) gross negligence or willful misconduct, or (ii) property damage, personal injury or death, as applicable. In no event will the Indemnifying Party, without the consent of the Indemnified Party, enter into any settlement if, pursuant to, or as a result of, such settlement, injunctive or other non-monetary relief would be imposed against the Indemnified Party or that imposes upon the Indemnified Party any liability or obligation. Such consent shall not be unreasonably withheld or delayed.
6. **Limitation of Liability.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT (INCLUDING ANY SCHEDULES AND ATTACHMENTS HERETO) TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL HAVE ANY LIABILITY WITH RESPECT TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR OTHER SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION DAMAGE FOR LOSS OF PROFITS, LOSS OF DATA OR COST OF PROCUREMENT OF GOODS, HOWEVER IT ARISES, WHETHER FOR BREACH OF CONTRACT OR IN TORT, EVEN IF THE PARTY AGAINST WHOM THE LIABILITY IS SOUGHT TO BE IMPOSED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. WITH THE EXCEPTION OF COMPANY’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY AND ITS AGENTS’, EMPLOYEES’, DIRECTORS’, OFFICERS’, AND AFFILIATES’ MAXIMUM AGGREGATE LIABILITY HEREUNDER SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID TO COMPANY FROM CUSTOMER FOR THE SERVICES GIVING RISE TO SUCH LIABILITY BUT IN NO EVENT EXCEEDING THE FEES PAID DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE TIME THE CLAIM WAS MADE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. EACH PARTY UNDERSTANDS AND AGREES THAT THE REMEDIES, EXCLUSIONS, AND LIMITATIONS HEREIN ALLOCATE THE RISKS BETWEEN THE PARTIES AS AUTHORIZED BY APPLICABLE LAWS
7. **Disclaimers.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED

WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE PARTIES AGREE THAT, AS BETWEEN CUSTOMER AND COMPANY, CUSTOMER IS RESPONSIBLE FOR THE ACCURACY AND QUALITY OF CUSTOMER DATA AS INPUT INTO THE SERVICES. NO EMPLOYEE, AGENT, REPRESENTATIVE OR AFFILIATE OF COMPANY HAS AUTHORITY TO BIND COMPANY TO ANY ORAL REPRESENTATIONS OR WARRANTIES CONCERNING THE SERVICES. ANY WRITTEN REPRESENTATION OR WARRANTY NOT EXPRESSLY CONTAINED IN THIS AGREEMENT WILL NOT BE ENFORCEABLE.

8. **Assignment.** Customer may not assign or transfer this Agreement to a third party without the prior written consent of COMPANY, where for purposes of this subsection a merger, sale of stock, sale of assets or otherwise by Customer shall be deemed an assignment or transfer regardless of whether Customer is the surviving entity or not. Customer will immediately notify COMPANY of any change, assignment or transfer of Customer, or of any Affiliate or any location where Subscription Services are accessed under this Agreement. Any purported assignment or transfer in violation of this section is null and void and subject to COMPANY's right to immediately terminate this Agreement (in addition to any other remedy available at law or equity). COMPANY may assign or transfer this Agreement in whole or in part (by transfer or assignment of the entire Agreement and only certain Order Forms) to any parent, subsidiary or Affiliate or to any successor to its (or its Affiliates) business without Customer's consent. Subject to the foregoing, the Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.
9. **Amendment.** This Agreement sets forth the entire Agreement between the Parties and supersedes any and all prior proposals, quotes, agreements, and representations between them, whether written or oral. No terms, provisions, or conditions of any purchase order or other business form that Customer may use in connection with the acquisition, subscription, or licensing of software or Services will have any effect on the rights, duties or obligations of the Parties under, or otherwise modify this Agreement, regardless of any failure of COMPANY to object to such terms, provisions or conditions. This Agreement may be executed in two or more counterparts and all counterparts so executed will for all purposes constitute one agreement, binding on all Parties hereto.
10. **Force Majeure.** Each Party shall be discharged of its responsibility to perform any obligation required of it hereunder, other than payment obligations, for the duration that such performance is prevented by reasons beyond the reasonable control of such Party, provided the Party affected gives prompt notice to the other Party, uses its best efforts to avoid or remove such causes, and continues performance hereunder with all due diligence whenever such causes are removed or settled. In the event of a shortage of Product or Services, the Company reserves the right to allocate Products and Services among their customers in any manner that they, in their sole discretion, determine is reasonable.
11. **Relationship of Parties.** The relationship created by this Agreement is that of independent contractor and neither Party nor any of its owners, directors, employees, representatives or agents is authorized to hold itself out as an employee or agent of the other Party, enter into contracts or commitments in the name of the other Party, or bind or otherwise obligate the other Party in any manner. Nothing contained in this Agreement is intended to create, nor does it create, a joint venture or partnership, or other relationship between Customer and Company other than the relationship of independent contractor.
12. **Publicity.** Each party will not, and will cause its affiliates not to, issue any press release or make any announcement regarding this agreement nor use the name or any trademark or service mark of the other party or any of its affiliates without the prior written consent of the other party. For purposes of this section, each Participant and each of its affiliates is considered an affiliate of the Customer.
13. **No Third Parties Beneficiaries.** Except as expressly stated in this Agreement or as provided by applicable law, there are no third-party beneficiaries under this Agreement.
14. **Compliance with Laws.** Each Party shall comply with all federal, state and local applicable laws, rules and regulation relating to its duties, obligations, and performance under this Agreement including, without limitation, the federal False Claim Act (31 U.S.C. § 3729 et seq.), the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)); any applicable statutory exceptions or regulatory safe harbors under the federal Anti-Kickback Statute; any state laws comparable to the federal Anti-Kickback Statute; the federal False Claims Act (31 U.S.C. § 3729 et seq.); and any state fraud and abuse laws.
15. **Safe Harbor Compliance.** The Parties agree that any remuneration received pursuant to this Agreement is consistent with fair market value and is not a payment for the referral of any business payable by any Federal Health Care Program, as defined at 42 U.S.C. § 1320a-7b(f). Any discounts provided are intended to comply with the federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b). To the extent required by 42 C.F.R. § 1001.952(h) (the Anti-Kickback Statute discount safe harbor regulations) or other applicable laws and regulations, Customer must fully and accurately reflect in cost reports or other submissions to federal healthcare programs all discounts provided and, upon request by the Secretary of the U.S. Department of Health and Human Services or a state agency, must make available information provided to Customer by Company concerning the discounts.

16. **Access to Records.** If required by law, the Comptroller General of the United States, Department of Health and Human Services (DHHS), or their duly authorized representatives, shall have access to this Agreement and records as necessary to verify the nature and extent of costs of Services provided by COMPANY and included in Customer's cost report to the Centers for Medicare and Medicaid Services (CMS), during the Term of this Agreement and for a period of four (4) years thereafter. Such access shall be provided in accordance with the Omnibus Reconciliation Act of 1980, as amended. This provision will survive termination of this Agreement for any reason.
17. **Confidentiality.** The parties acknowledge and agree that during the Term of this Agreement, they may receive or be exposed to certain Confidential Information. Each party acknowledges that the Confidential Information of the other is confidential and proprietary and agrees not to disclose such Confidential Information to anyone other than employees of the receiving party who have a need to know such information. In addition, the receiving party agrees that it will not, without the prior written consent of the disclosing party, use the Confidential Information for any purpose other than to fulfill its obligations under this Agreement. Each party shall protect the Confidential Information of the other at least to the same extent it protects its own similar information, but in no event using less than reasonable care. Customer further agrees to keep the Services and any Documentation provided therewith confidential and to prevent disclosure thereof to any person, firm or enterprise other than its Authorized Users. The parties' obligations of confidentiality shall not apply to information which: (i) is obtained from a third party that did not make a disclosure in violation of a nondisclosure obligation; (ii) is in the public domain not as a result of action by the receiving party or such a third party; or (iii) is required to be disclosed by a court of competent jurisdiction; provided, however, that in the event of any such required disclosure, the receiving party shall provide the disclosing party with prompt written notice thereof and shall cooperate with the disclosing party in any attempt to quash, limit or otherwise prevent or limit disclosure. If the receiving party discloses or uses (or threatens to disclose or use) any Confidential Information of the other party in breach of this Section 17, the disclosing party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts (without the requirement of posting bond or other security), it being specifically acknowledged by the parties that any other available remedies may be inadequate.
18. **Medical Practice Disclaimer.** Customer acknowledges and agrees that the Services are in no way intended for use in the diagnosis of disease or other conditions, in the cure, mitigation, treatment, or prevention of disease, or for any other purpose that would cause the Services to be regulated as a medical device in any jurisdiction, as defined under applicable law. Customer acknowledges and agrees the Services are an information resource only and is not intended or implied as a substitute for professional medical advice or to be relied upon to provide diagnoses, treatment or otherwise supersede or replace the clinical judgment of licensed medical professionals acting within their scope of practice. Customer agrees that it is solely responsible for any practice of medicine or provision of medical services, including any medical decisions, judgments, and actions that it may undertake, as well as being solely responsible for ensuring that the documentation of any medical care or patient information provided by Customer is accurate and complete. Customer agrees that COMPANY and its Affiliates, officers, directors, agents, employees and assigns have no responsibility for any decisions made or actions taken or not taken by Customer in rendering medical care or providing medical services, or for information provided by Customer to patients or caregivers.
19. **No Exclusion.** Each Party represents and warrants that it is not an "Excluded Provider" as defined in this Section. For purposes of this Agreement, "Excluded Provider" means a person providing services directly to customer or entity that either: (i) has been convicted of a crime related to health care, or (ii) is currently listed by a federal agency as sanctioned, debarred, excluded, suspended, or otherwise ineligible for the award of contracts by any federal agency for participation in any federal procurement or non-procurement programs or for participation in any Federal Health Care Program, as defined at 42 U.S.C. §1320a-7b(f), including, without limitation, Medicare and Medicaid. In the event that a Party, during the Term of this Agreement, is or becomes an Excluded Provider (the "Excluded Party"), the other Party (the "Non-Excluded Party") may terminate this Agreement immediately without further obligation upon written notice to the Excluded Party.
20. **Counterparts.** This Agreement may be executed in two or more counterparts and all counterparts so executed will for all purposes constitute one agreement, binding on all Parties hereto.
21. **Governing Law.** This Agreement shall be governed by the laws of the State of Delaware, without regard to its conflicts of law principles. The Parties consent to the personal and exclusive jurisdiction of courts located in Delaware. CLIENT HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT CLIENT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT.
22. **Notice.** All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the second business day after mailing; or (iii) the second business day after sending by confirmed facsimile. Notices to Customer shall be sent to the addresses set forth in the applicable Schedule and/or Order and to the attention of the signatories of the applicable Schedule and/or Order. Any notices required by this Agreement from either Party must be given in writing and sent either by email, by first class mail postage prepaid, or delivered by a nationally recognized delivery service to the other Party's address.

Notices to Company should be addressed to:

Director of Sales Operations
Landauer, Inc
2 Science Road
Glenwood, IL 60425

With copy to:

Fluke Electronics Corporation
c/o FHS General Counsel
6920 Seaway Blvd.
Everett, WA 98203

23. **Government Contracts.** If Customer's order cites a U.S. Government contract number or is certified under DPAS, Federal Acquisition Regulation (FAR) Part 12 is incorporated where applicable and as may be required by government statute, regulation and/or contract.
24. **Entire Agreement and Modification.** This Agreement constitutes the entire agreement between Customer and Company with respect to the subject matter set forth herein and supersedes all prior agreements, understandings or arrangements between the parties, whether written or oral, with respect thereto. This Agreement supersedes any inconsistent or additional promises made to you by any employee or agent of Company.

Dosimetry Services Schedule

This Schedule is entered into by and between LANDAUER, Inc., a Delaware corporation with its principal place of business at 2 Science Road, Glenwood, Illinois 60425 ("LANDAUER" or "Company"), including its Affiliates, and Customer as defined on the LANDAUER Quotation. LANDAUER and Customer herein may each be referred to as a "Party" or together the "Parties". This Schedule, the Master Agreement and all executed LANDAUER Quotation(s), including any attachments, amendments, exhibits, the myLDR.com Terms of Use, and any End User Licenses, if applicable, all of which are incorporated herein by reference and are collectively referred to as the "Agreement". In the event of a conflict between a term in a Schedule and a provision in this Agreement, the term in the Schedule will prevail with respect to only such conflict and the Services that are specifically covered by that Schedule.

- 1. Acceptance of Terms.** LANDAUER'S performance of the Dosimetry Services is expressly conditioned upon the terms of this Agreement. Any use of the Dosimetry Services or LANDAUER'S website (described further in Section 11-Website) by Customer or any Participant constitutes Customer's acceptance of the terms of this Agreement.
- 2. Definitions.** "Dosimetry Services" shall include, subject to the limitations set forth in this Agreement, a subscription arrangement in order to collect and measure Radiation Dose Information (defined below) obtained through Client and Participant (defined in section 12) through the usage of Landauer's dosimeters, as well as Landauer's generation of reports based on the collection and measurement of Radiation Dose Information. MyLDR.com is the online portal that allows access to this information and these services (see Section 11).

"Radiation Dose Information" shall mean the personally identifiable information relating to dose for the Participants including names, DOBs, hospital generated ID#, etc., to be used by Landauer for Dosimetry Services.

- 3. Term and Termination.** This Agreement shall be effective upon the earlier of: (a) the last date signed by the Parties, or (b) the date upon which Customer begins receiving the Dosimetry Services, whether new or renewed Dosimetry Services (the "Effective Date") and will continue in full force and effect for one (1) year unless otherwise specified on the relevant Quotation (the "Initial Term"), unless sooner terminated pursuant to this Section. After the Initial Term, this Agreement will renew automatically each year for the same time period as the Initial Term, subject to a renewal notice (each, a "Renewal Term" and together with the Initial Term, the "Term"), unless cancelled in accordance with the Cancellation Policy set forth in Section 4-Cancellation Policy.

Either Party may terminate this Agreement if: (i) the other Party is in material breach of this Agreement, and the breaching Party has not cured such breach to the non-breaching Party's reasonable satisfaction within thirty (30) days after receipt of the non-breaching Party's written notice, or (ii) the other Party becomes insolvent, is adjudged bankrupt, makes a general assignment for the benefit of its creditors, takes benefit of any statute relating to insolvency, or if a receiver or trustee is appointed for all or any portion of its property. Notwithstanding the foregoing, LANDAUER may immediately terminate or suspend Customer's access to all or part of the Dosimetry Services, without notice, if Customer's account becomes delinquent or Customer engages in any conduct that LANDAUER, in its sole and absolute discretion, believes is in violation of any applicable law or regulation, or is otherwise harmful to the interests of LANDAUER.

Upon termination or expiration of this Agreement, unless otherwise specified in this Agreement, LANDAUER will, at no charge to Customer, and upon Customer's written request provide a copy to Customer of all Radiation Dose Information in its possession, either received or collected from or on behalf of Customer, and subject to any regulations that require LANDAUER to maintain dose reports for a longer period of time, including but not limited to agency regulations under the US Nuclear Regulatory Commission (NRC), US Occupational Safety and Health Administration (OSHA), National Committee of Radiological Protection (NCRP), National Institute of Occupational Health & Safety (NIOSH), Centers for Disease Control & Prevention (CDC) or any applicable state regulations, and will dispose securely of any copies (including electronic copies) of any Radiation Dose Information collected or generated under this Agreement or held by sub-suppliers or third parties on its behalf.

Termination or expiration of this Agreement will not affect the obligations of the Parties accrued prior to such termination or expiration or those obligations associated with Confidential Information disclosed hereunder prior to termination, which shall remain subject to the provisions of this Agreement. In the event of termination or expiration of this Agreement, all licenses granted under this Agreement immediately expire and terminate. Additionally, upon expiration or termination, Customer and Participants will immediately be prohibited from accessing myLDR.com.

- 4. Cancellation Policy.** Customer may cancel any or all Dosimetry Services at any time upon forty-five (45) days written notice of such cancellation. In such event, Customer will be obligated for all payments of dosimeters up to the day of termination and all unreturned dosimeters, optional reports and fees thereafter.
- 5. Fees and Payment Terms.** Customer shall make fee payments for the Dosimetry Services as stated in the attached Quotation ("Fees"). LANDAUER may increase Fees after the end of the Initial Term or Renewal Term as appropriate, by providing advance written notice to Customer prior to the commencement of subsequent Renewal Term.

Unless otherwise set forth in the Quotation, Landauer shall issue invoices to Customer for the Fees it calculates as being owed for the Dosimetry Services provided during the billing period, together with any reimbursable expenses incurred or owed as per the Service Summary or Quotation. Customer shall pay the Fee amounts set forth in each such invoice within thirty (30) days after the date of such invoice on approved credit. A finance charge of 1.5% per month may be applied to all past-due invoiced amounts. The preceding finance charge shall not limit Landauer from exercising any other rights or remedies it may have under this Agreement or by law or in equity as a consequence of such past-due invoiced amounts.

- 6. Shipping and Freight Terms.** Freight terms are FOB Origin and outbound surface shipping and handling charges are included in the price of the Dosimetry Services. Shipments from LANDAUER to Customer are made via LANDAUER carrier of choice. The Customer is responsible for freight charges for all packages sent to LANDAUER.
- 7. Dosimeter Returns.** For U.S. Customers, dosimeters must be returned to LANDAUER within ninety (90) days after the dosimeter's end wear date. For international Customers, dosimeters must be returned to LANDAUER within one hundred twenty (120) days after the end wear date. However, if Dosimetry Services are cancelled pursuant to Section 3-Cancellation Policy, all dosimeters in Customer's possession at time of cancellation must be returned to LANDAUER 45 days following the specified wear period stated in myLDR.com. A dosimeter (including a control dosimeter) is considered lost if it is not returned to LANDAUER within the return period specified above. LANDAUER reserves the right to charge an unreturned dosimeter fee for each dosimeter not returned within the applicable return period.
- 8. Intellectual Property.** LANDAUER retains all rights to the intellectual property associated with the Dosimetry Services, including but not limited to patents, trademarks and copyrights. This Section shall survive the expiry or termination of this Agreement.
- 9. Confidentiality.** In addition to the Confidential Information obligations set forth in the Master Agreement, the obligations for Dosimetry Services of confidentiality and restrictions on use imposed by this Section terminate five (5) years from the date of last disclosure (except for trade secrets, which shall be held in confidence for so long as they are protected under applicable law as trade secrets), subject to any regulations that require LANDAUER to maintain dose reports for a longer period of time, including but not limited to agency regulations under the US Nuclear Regulatory Commission (NRC), US Occupational Safety and Health Administration (OSHA), or any state regulations.
- 10. Privacy Statement.** LANDAUER is committed to protecting the privacy of the confidential information entrusted to it, including but not limited to personal data relating to individuals who may be Customers, employees, partners or others. LANDAUER takes appropriate precautions to restrict access to personal data to required personnel only. LANDAUER maintains appropriate measures to protect the personal data in its possession from loss, misuse, or inadvertent destruction. LANDAUER also maintains physical, electronic, and procedural safeguards in order to promote compliance with international, national, federal and state regulations to guard personal data. For security reasons and to promote best practices, LANDAUER encourages the Customer to provide a unique personal identifier other than Social Security Number (SSN) and Date of Birth (DOB), during the account setup process.
- 11. Website (myLDR.landauer.com).** As further detailed in the myLDR Terms of Use, Customer agrees that it is responsible for all individuals using and any action that they may take on myLDR. Customer acknowledges that it will maintain appropriate controls for access and changes made on myLDR and to any passwords or logon information. Neither LANDAUER, nor its affiliates, directors, employees, or other representatives, are liable for damages arising out of or in connection with the use or inability to use myLDR.
- 12. Responsibility for Dosimetry Participants.** Customer agrees that LANDAUER is not responsible for any training, supervision, monitoring, or regulation of the individuals who use or have access to the Dosimetry Services ("Participants") It is Customer's sole obligation to train, supervise, monitor, and regulate the Participants to ensure: (1) their proper use of the Dosimetry Services and compliance with this Agreement, (2) their proper handling and security of the Confidential Information maintained in the Dosimetry Services, and (3) that each Participant's exposure to radiation is within acceptable limits, as prescribed by Customer and/or the applicable regulations and standards.
LANDAUER expressly disclaims any and all responsibility, and Customer acknowledges it is solely responsible, for the following: (1) any and all actions by the Participants in connection with the Dosimetry Services, including the consequences of any breach of security, (2) each Participant's compliance with this Agreement, (3) the content and data transmitted to or from the Dosimetry Services by Customer, (4) detecting any instances of a Participant's overexposure to radiation and taking any action needed, and (5) the monitoring or interpreting of reports, results, data, or any other information derived from or transmitted based on the Dosimetry Services.

13. Radiation Dose Information. LANDAUER shall process Radiation Dose Information only as necessary for the purposes of performing the Dosimetry Services under this Agreement on behalf of Customer. LANDAUER shall not sell any Radiation Dose Information received from Customer or, unless otherwise required by applicable law, retain, use, or disclose the Radiation Dose Information provided by or collected on behalf of Customer for any purpose other than for the purpose of performing the Dosimetry Services and as permitted by the license described below.

With respect to any Radiation Dose Information, Customer hereby grants to LANDAUER (including those individuals LANDAUER uses in the performance of its obligations under this Agreement) the right and a perpetual, worldwide, royalty-free, license, in accordance with applicable laws, (i) to collect, modify, process and create derivative works from Radiation Dose Information; (ii) to review Radiation Dose Information for Dosimetry Services and for product improvement purposes, including to investigate or address any issue or complaint concerning such Radiation Dose Information; (iii) to collect and process such Radiation Dose Information to create aggregate, de-identified data ("Derived Data"); (iv) to post, store, use, distribute, or share such Derived Data for lawful business purposes and to transmit such Derived Data to Customer and others in connection with Dosimetry Services and for lawful business purposes, including for product and service development and improvement services, quality improvement purposes, and data analytical purposes; (v) to create anonymized compilations and statistical analyses; and (vi) to promote standardization and promulgate best practices, including by compiling anonymized shared libraries based on Radiation Dose Information; and (vii) as required by law or regulation.

The licenses granted above are transferable as provided in the Assignment clause of the Master Agreement.

LANDAUER shall not be responsible for any loss, unavailability, inaccuracy, or corruption of any Radiation Dose Information, unless caused directly by LANDAUER. Customer agrees to provide Radiation Dose Information only in accordance with applicable law, and Customer represents that Customer has obtained all necessary rights and consents for the publication, use, storage, and transmittal of such Radiation Dose Information.

14. Warranty. LANDAUER warrants for the Term of this Agreement that the Dosimetry Services shall be performed in a competent manner consistent with standard industry practices for similar services. IN ADDITION TO THE DISCLAIMERS IN THE MA, LANDAUER DOES NOT WARRANT ACCESS TO THE DATA OR DOSIMETRY SERVICES WILL BE UNINTERRUPTED, VIRUS-FREE, WITHOUT DEFECTS, OR ERROR-FREE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LANDAUER, ITS AGENTS, OR EMPLOYEES SHALL CREATE A WARRANTY. IN THE EVENT OF ANY SUCH INTERRUPTION, VIRUS, DEFECT, OR OTHER ERROR, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE LANDAUER'S PROVISION OF COMMERCIALY REASONABLE EFFORTS TO RESOLVE THAT INTERRUPTION, VIRUS, DEFECT, OR OTHER ERROR.

Customer warrants that it owns or otherwise has and will have the necessary rights and consents in and relating to the Radiation Dose Data so that, as received by LANDAUER and processed in accordance with this Agreement, it does not violate any privacy or other rights of any third party or violate any applicable Law.

15. Insurance. Without limiting its liability under this Agreement, LANDAUER shall maintain adequate coverage in the form of (i) Worker's Compensation, including Employer's Liability, not less than statutory limits and (ii) Commercial General Liability. Upon request, LANDAUER shall furnish Customer with certificates evidencing the amount and nature of coverage and the expiration date of each policy.