

RIVERAIN TECHNOLOGIES, INC.

End User License Agreement

IMPORTANT - READ CAREFULLY. THIS END USER LICENSE AGREEMENT (“AGREEMENT”) IS A LEGAL AGREEMENT BETWEEN YOU (“Licensee”) AND RIVERAIN TECHNOLOGIES, INC., A DELAWARE CORPORATION (“Licensor”), FOR THE SOFTWARE YOU ARE USING. BY USING THE SOFTWARE, YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

1. Definitions. “Software” means Licensor’s software program(s) in object code format, the concepts and techniques embodied and expressed in such program(s) and all support materials such as user manuals, documentation and the like. Software shall include all patches, fixes, and upgrades that Licensor makes generally available to customers who license this Software from Licensor or Licensor’s Resellers (collectively, the “Software Updates”). “Resellers” means any distributors or resellers of the Software authorized as such by Licensor.

2. Grant of Non-Exclusive License. Subject to and conditioned all terms and conditions set forth in this Agreement, Licensor hereby grants to Licensee a limited, non-exclusive, non-transferable and non-sub-licensable license to use the Software solely for the Purpose. “Purpose” shall mean Licensee’s use of the Software to enhance and perform reviews of clinical images (“License”). Other than the foregoing license, no other rights in and to the Software, express or implied, are conveyed by Licensor to Licensee. By way of example, and not limitation, Licensee shall not use the Software or any resulting output of the Software for any other purpose other than the stated Purpose including, without limitation, any medical device approvals or certifications (e.g. FDA 510(k) Premarket Submission).

The Software is proprietary and confidential to Licensor and its affiliates. No title or ownership in the Software is transferred to Licensee. Title to all applicable rights in patents, copyrights, trademarks, trade secrets and any and all other intellectual property and/or proprietary rights in the Software shall remain in Licensor and its affiliates. Licensee shall take appropriate action by instruction to and agreement with its employees who are permitted access to the Software to fulfill its obligations hereunder. All uses of Licensor’s intellectual property shall inure to the benefit of Licensor. Licensee shall not provide, or otherwise make available, the Software or copies thereof, to any third party or contractor. All ownership rights to any enhancements, modifications, developments, improvements and the like to the Software made by Licensee shall belong solely to Licensor. Except as otherwise provided herein, any rights or remedies granted hereunder to either party shall be in addition to, and not in lieu of, any other rights or remedies of such party at law or in equity.

3. Limitations. In consideration for the grant of the license hereunder, Licensee understands and agrees as follows: (a) In no event shall Licensee be entitled to remove or tamper with any proprietary notices contained in the Software, or in or on any other product, component, or other Software item delivered by Licensor to Licensee; (b) Licensee shall not modify, translate, reverse engineer, decompile, disassemble the Software or create derivative works based on the Software or Software outputs, or any portion thereof; (c) If Licensee attempts to use, copy, disclose, or transfer any portion of the hardware or Software or any modification thereof or Licensor’s intellectual property in a manner contrary to the terms of this Agreement or in derogation of Licensor’s rights, whether those rights are explicitly stated, determined by law, or otherwise, Licensor shall have the right, in addition to any other legal remedies available, to

injunctive relief enjoining such acts, without the posting of bond, it being acknowledged by Licensee that all other remedies are inadequate and cumulative; (e) Licensee shall not use Licensor's or its Resellers' or suppliers' names, logos, or trademarks in any manner including, without limitation, in its advertising or marketing materials, except as expressly authorized by Licensor and/or its Resellers or suppliers, as applicable.

4. Taxes. Prices are exclusive of all U.S. and foreign municipal, local, state and federal taxes, and import duty and brokerage fees that may be imposed hereon. Licensee assumes exclusive liability for any and all taxes, fees, duties, withholdings or like charges, whether domestic or foreign now imposed or hereafter becoming effective, including, without limitation, federal provincial, state and local taxes, value-added taxes, goods and services taxes, stamp, documentary, excise or property taxes and other governmental charges. All such costs, duties, tariffs, taxes and fees shall be paid by Licensee unless Licensee provides a certificate of exemption or similar document exempting a payment from an applicable tax. If any government or body or similar authority determines that Licensor is liable for any such costs, duties, tariffs, taxes and fees, then Licensee shall promptly reimburse Licensor for any such liabilities paid by Licensor.

5. Warranty; Limitation of Liability; Indemnification. Subject to and conditioned upon compliance with all terms and conditions set forth in this Agreement, Licensor warrants that the Software will operate in accordance with its specifications. This warranty shall not apply if the Software is used on or in conjunction with hardware or software other than that for which the Software was designed to be used.

THIS IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY LICENSOR WITH RESPECT TO THE SOFTWARE OR ANY SERVICES PROVIDED BY LICENSOR. LICENSOR'S SOLE LIABILITY UNDER ANY WARRANTY OR IN CONNECTION WITH ANY OTHER CLAIM RELATING TO THE SOFTWARE, AT LICENSOR'S OPTION AND SOLE DISCRETION, BE LIMITED TO UPDATING THE SOFTWARE TO COMPLY WITH ITS SPECIFICATIONS OR REFUND THE FEES PAID BY CUSTOMER FOR THE PREVIOUS SIX (6) MONTHS FROM THE DATE THE CLAIM AROSE. THIS REMEDY IS LICENSEE'S SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT. EXCEPT AS EXPRESSLY STATED ABOVE, THE SOFTWARE IS LICENSED AND ANY SERVICES ARE RENDERED, "AS IS", AND LICENSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT, THAT THE SOFTWARE IS ERROR OR BUG FREE.

LICENSOR SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY; (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER ANY OTHER THEORIES OF LAW WITH RESPECT TO SOFTWARE SOLD OR SERVICES RENDERED BY LICENSOR, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO; AND (3) ANY LIABILITY WITH RESPECT TO THIRD-PARTY GOODS OR SERVICES, INCLUDING, WITHOUT LIMITATION, TELECOMMUNICATION SERVICES.

IN NO EVENT SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (E.G.. LOSS OF USE, LOST PROFITS, LOST DATA, LIABILITY TO PATIENTS) ARISING OUT OF, OR AS THE

RESULT OF, THE SALE, DELIVERY, NON-DELIVERY, SERVICING, USE, MIS-USE OR LOSS OF USE OF THE SOFTWARE OR ANY PART THEREOF, OR FOR ANY CHARGES OR EXPENSES OF ANY NATURE INCURRED WITHOUT LICENSOR'S PRIOR WRITTEN CONSENT, EVEN THOUGH LICENSOR HAS BEEN NEGLIGENT. IN NO EVENT SHALL LICENSOR'S LIABILITY UNDER ANY CLAIM MADE BY LICENSEE EXCEED THE FEES PAID BY LICENSEE FOR THE PREVIOUS SIX (6) MONTHS FROM THE DATE THE CLAIM AROSE. LICENSEE AGREES THAT THE PROVISIONS OF THIS SECTION ARE REASONABLE AND ENABLE LICENSOR TO PROVIDE THE SOFTWARE AND SERVICES AT THE FEES CHARGED TO LICENSEE AND THAT SAME ARE LOWER THAN THE FEES THAT WOULD BE CHARGED BY LICENSOR IF THESE PROVISIONS WERE NOT IN EFFECT.

Nothing herein shall obligate Licensor to improve or otherwise support any Software licensed hereunder when and if Licensor shall no longer improve or support Software in the ordinary course of Licensor's ongoing business.

LICENSEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS LICENSOR AND ITS' RESELLERS, AFFILIATES, AGENTS, DIRECTORS, OFFICERS, EQUITY OWNERS, AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, CLAIMS, JUDGMENTS AND LIABILITIES (INCLUDING ATTORNEYS' FEES AND LITIGATION COSTS INCURRED) ARISING FROM OR RELATED TO (A) THE OPERATION, USE, OR MISUSE OF THE SOFTWARE; (B) ANY BREACH OR CLAIMED BREACH OF THE TERMS OF THIS AGREEMENT; AND/OR (C) LICENSEE'S VIOLATION ANY APPLICABLE LAWS, RULES OR REGULATIONS IN CONNECTION WITH THE USE OF THE SOFTWARE. SUCH INDEMNITY SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT AND SHALL APPLY REGARDLESS OF THE FORM OF LEGAL ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE.

6. Commencement of Actions. An action by Licensee arising out of or related to this Agreement shall be commenced within one (1) year from the date the right, claim, demand or cause of action shall first occur, or be barred forever.

7. Force Majeure. Licensor shall not be liable for any default or delay in performance if caused, directly or indirectly, by acts of God, war, force of arms, epidemics, pandemics, fire, the elements, riot, labor disputes, terrorism, border issues, picketing or other labor controversies, sabotage, civil commotion, accidents, any governmental action, prohibition or regulation, delay in transportation facilities, shortage or breakdown of or inability to obtain or non-arrival of any labor, material, services, or equipment used in providing the Software or services, failure of any party to perform any contract with Licensor relative to providing the Software, or from any cause whatsoever beyond Licensor's control, whether or not such cause be similar or dissimilar to those enumerated. The time for delivery specified herein shall be extended during the continuance of such conditions and for a reasonable time thereafter.

8. Licensor's Confidential Information. Licensee agrees that it will keep confidential and refrain from disclosing to any third party or using (except as explicitly permitted hereunder) Licensor's Confidential Information. "Confidential Information" means any any information (written, electronic, or oral) concerning Licensor that is not generally known in the industry, or that has been treated by Licensor as confidential, or that is of a competitive advantage to Licensor. Confidential Information includes, but is not limited to, specifications, drawings, plans, notes,

instructions, engineering notices, or technical data; software programs; marketing, manufacturing, organizational, operating and business plans; strategic models; research and development; policies and manuals; forecasts; reports; analyses; compilations of data; personnel information; know-how, trade secrets and intellectual property (e.g. patents, copyrights, etc.); pricing and nonpublic financial information, and current and prospective client lists. Licensee further agrees that all information, conclusions, recommendations, reports, advice, analyses, or other documents generated by Licensee pursuant to this agreement are confidential. Upon Licensor's request, Licensee shall promptly destroy or return to Licensor all such Confidential Information.

9. Limitation on Assignment. LICENSEE MAY NOT ASSIGN (INCLUDING BY MERGER OR OPERATION OF LAW) THIS AGREEMENT AND/OR THE LICENSE HEREUNDER WITHOUT THE PRIOR WRITTEN CONSENT OF LICENSOR. Licensor shall be permitted to assign this Agreement, in whole or in part.

10. Compliance with Laws. Licensee shall ensure that its personnel are, at all times, educated and trained in the proper use and/or operation of the Software and that the Software is used in accordance with any and all applicable manuals, documentation and instructions. Licensee shall ensure that its personnel comply, at all times, with the terms of this Agreement. In addition to the foregoing, Licensee shall comply with all applicable (present and future) federal, state and local, USA and foreign (any country, jurisdiction or place where the goods are shipped, delivered and/or located) laws, executive orders, rules, ordinances, regulations and the like governing the performance of this Agreement, including without limitation, those similar to the Occupational Safety and Health Act, the Fair Labor Standards Act, Toxic Substance Control Act, Equal Employment Opportunity, Workers Compensation, Export Control, Foreign Corrupt Practices, Anti Boycott, child labor, prison labor, forced labor and environmental protection laws and any other laws on the possession, disposal or transportation of hazardous materials. Licensee shall obtain and pay for any license, permit, inspection or listing by any public body or certification organization required in connection with the use of the Software.

11. Term and Termination. Subject to and conditioned upon payment of all fees and compliance with all terms and conditions set forth in this Agreement, Licensee shall have the right to use the Software during the term set forth in Customer's agreement with Licensor's Reseller. If Licensee defaults in the performance of any of its obligations hereunder, or becomes subject to insolvency, receivership, or bankruptcy proceedings, or makes an assignment for the benefit of creditors, or without Licensor's written consent, sells, transfers, leases, or permits any lien or attachment on the Software, then Licensor may treat any unpaid amount due under the term of the Reseller Agreement as immediately due and payable. In the event of termination by Licensor, there shall be no obligation to refund any fees.

12. Entire Agreement. This Agreement, together with any information or documents incorporated herein by reference, any annexes, appendices and/or exhibits attached hereto, contains the entire agreement between Licensor and Licensee and constitutes the final, complete and exclusive expression of the terms of this Agreement, all prior or contemporaneous written or oral agreements or negotiations with respect to the subject matter hereof being merged herein. Any later Licensee correspondence, purchase orders and the like shall have no effect. None of the provisions of this Agreement shall be deemed to have been waived by any act of or acquiescence on the part of Licensor, its agents, or employees, but only by an instrument in writing signed by an authorized representative of Licensor. No waiver by Licensor of any provisions of this Agreement shall constitute a waiver of any other provision or of the same provision on another

occasion. This Agreement may be amended only in writing signed by each of the parties hereto. If any provision or portion thereof of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions or portions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. Neither receipt, acknowledgement and/or return of a copy of Licensee's purchase order or other form, irrespective of its terms, nor the filling of any such order, shall constitute acceptance of any conflicting, inconsistent or additional terms, nor shall they in any way operate to modify or change the full effect of this Agreement.

13. Governing Law. This Agreement shall be governed by the laws of the State of Ohio (exclusive of its rules on conflict of laws) and the United States of America. The parties further agree that any action, suit, claim, or proceeding for the enforcement of this Agreement or any provision hereof or in any way relating to the relationship between the parties hereto, however arising, shall be instituted only in the State of Ohio, more particularly in the Common Pleas Court, County of Montgomery or in the United States District Court, Southern District of Ohio, Western Division, except that any judgment obtained in any such court may be enforced in any other court. The parties hereto irrevocably consent and submit to the jurisdiction of the courts in the State of Ohio, as specified in this Section. Notwithstanding anything herein to the contrary, Licensor shall be entitled to seek equitable relief in any court of competent jurisdiction. In addition, the parties hereto acknowledge and agree that the provisions of this Section are material to this Agreement, are contractual and not a mere recital and shall survive the termination or expiration of this Agreement. The rights and obligations of the parties shall not be governed by the provisions of the 1980 United Nation Convention on Contracts for the International Sale of Goods or the related Convention on the Limitation Period in the International Sale of Goods. The parties to this Agreement hereby specifically exclude the application of the United Nations Convention on Contracts for the International Sale of Goods and the incorporation of any express or implied terms of said convention, and specifically exclude as well the interpretation of this Agreement or any part hereof in accordance with said UN Convention.

14. U.S. Government End-Users. The Software is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (OCT 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (SEPT 1995), and is provided to the U.S. Government only as a commercial end item. Government end users acquire the Software under the following terms: (i) for acquisition by or on behalf of civilian agencies, consistent with the terms set forth in 48 C.F.R. 12.212 (SEPT 1995); or (ii) for acquisition by or on behalf of units of the Department of Defense, consistent with the terms set forth in 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995).

15. Miscellaneous.

(a) The official version of this Agreement is in English and it shall be construed and interpreted solely in English. All documents, schedules, notices, correspondence, communications, price lists or legal proceedings consequent upon or ancillary or relating directly or indirectly to this Agreement, or forming a part thereof or resulting therefrom, shall be drawn up in English only. To the extent this Agreement is translated into another language, if there is any discrepancy between the English version of this Agreement and the translated version of this Agreement, the English version shall control.

(b) IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES, IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH.

(c) All notices required to be given hereunder shall be in writing. Notices shall be considered delivered and effective upon receipt when sent by telecopy with proof of reception or by registered or certified mail postage pre-paid, return receipt requested, addressed to the parties' principal office. Either party, upon written notice to the other, may change the address to which future notices shall be sent.

(d) Licensee shall comply with all export control laws. Licensee shall not, directly or indirectly, export or transmit any Software covered by this Agreement to any country to which such export or transmission is restricted by applicable regulations or statutes of the United States or any agency thereof, without the prior written consent of the U.S. Department of Commerce, Washington, D.C. 20230 and of any other required governmental agency. Licensee covenants that the Software is not intended for any nuclear use or chemical or biological weapons production.

(e) Should any act or omission of Licensee cause delays and/or an increase or decrease in the cost of Licensor's performance of this Agreement, an equitable adjustment to the timetable and/or fees shall be made by the parties.

(f) The Software is protected by the patent and copyright laws of the United States and related international patent and copyright treaties.

[END OF AGREEMENT.]