

Exhibit C – Technical Specifications

Input and Output Interfaces are DICOM 3 Compliant:

- The input images may be derived from the modalities and acquisition systems outlined below and output images are sent to one or more DICOM storage devices. All image transfer protocols are compliant with the DICOM 3.0 standards.

Supported Input Image Device:

- Computed Tomography – CT

Supported Destination Device Storage Formats:

- DICOM output are the following types:
 - Computed Tomography – CT
 - Secondary Capture Image Storage
 - Enhanced Structured Report
 - Grayscale Presentation State

Typical Performance:

- Typical processing time for one series is 300 seconds (5 minutes).

Remote Service - Riverain Requirement:

- Remote access required for Maintenance & Support using Customer approved methodology.

Regulatory Specifications:

- All hardware devices have conformance for computing equipment to the following standards or regulating bodies:
- FCC (Class A) – Federal Communications Commission
- UL – Underwriters Laboratory
- Canadian Device License
- CSA – Canadian Standards Association
- Australian TGA Certificate
- CE – Conformité Européenne – (Marking statement of CE safety and emissions compliance)

Environmental Requirements:

- Temperature: 10° C to 35° C (50° F to 95° F)
- Humidity: 8% to 80%

Exhibit D – Maintenance & Support Details

Unlimited technical support:

- Monday – Friday 8:30 AM to 8:30 PM Eastern
 - Telephone & email response within 4 hours of receipt.
 - Direct remote technical support via secure connection
- Answering service available 24 hours.
- Provision of software Updates (patches and fixes) for Customers with active/current subscriptions for Maintenance & Support. Unless otherwise designated in the Order Form, Customers who purchase a perpetual license shall receive Maintenance & Support for only one year.
- Provision & installation of all Products necessary to maintain proper operations.
- On-site support provided at Riverain’s sole discretion, as deemed necessary by Riverain.

1. During the Maintenance & Support period, for any non-conformities of which Licensor receives notice from the Customer, Licensor shall work directly or through its approved agents, to correct these non-conformities.
2. During the Maintenance & Support period, Licensor or its approved agent shall provide to the Customer, free of additional costs and charges, support necessary to ensure that the Products are maintained and/or modified to meet the requirements of this Agreement.
3. During the Maintenance & Support period, Licensor will furnish, or cause to be furnished, at no additional cost or charge to the Customer, all Updates necessary to maintain the Products in good working condition. During the Maintenance & Support period, Licensor or its approved agent shall be responsible for 1st line technical support, and to engage in any remedial maintenance at the Customer site as necessary, including any periodic inspections as outlined in Licensor’s Device Service & Installation manuals.
4. Uptime – During the Maintenance & Support period, in its standard configuration, the Products shall be 99.5% available for clinical use. Operational up-time calculations do not include downtime incurred due to scheduled maintenance, Product Upgrades, Customer configuration change requests, losses in power or network access, or any other external cause. The uptime guarantee is conditional upon the Customer complying with all aspects of this Agreement and always allowing full access via remote support tools. Downtime is calculated from the instant that Licensor technical services is notified that a Product is down, until the time that the particular Product is reported to the Customer as being available for clinical use.
5. Response to Communications –
 - Phone Calls/Answering Service:
 - During Normal Business Hours: Returned within 4 hours of receipt.
 - Outside Normal Business Hours: Returned within 1 hour after the start of the next business day.
 - Emails:
 - During Normal Business Hours: Responded to within 4 hours of receipt.
 - Outside Normal Business Hours: Responded to within 4 hours after the start of the next business day.

Licensor Normal Business Hours:	Monday – Friday 8:30 AM to 8:30 PM Eastern
Licensor Support phone number	+1 800-990-3387 option 2
Licensor Medical fax number:	+1 937-425-6494
Email address:	CustomerCare@riveraintech.com

6. Conditions - The following are conditions to Maintenance & Support coverage. Failure to comply with these conditions will void Licensor's obligations under this Agreement, and any service provided by Licensor will be at Licensor's standard time and materials charges.
 - 6.1. The Customer and personnel operating the Products will not modify or attempt to maintain the Products except as specifically directed by Licensor and will not otherwise tamper with the Products or attempt to override or defeat any safety or security features of the Products.
 - 6.2. The Products will not be used in any configurations other than those approved by Licensor, nor with any third-party software or materials other than those approved by Licensor.
 - 6.3. During the course of installation or subsequent service work, all relevant personnel within the facility (e.g. the PACS administrator and network administrator), will comply with calls for assistance as reasonably requested by Licensor.
 - 6.4. Casualty loss or damage to Customer equipment or software resulting from circumstances outside of the control of Licensor is not covered by Licensor's Maintenance & Support obligations.
 - 6.5. Licensor is not responsible for problems caused by any third-party software, services, or products, including, without limitation, PACS, Modality and network facilities.
 - 6.6. For purposes of support, the Customer shall ensure a remote support connection is available via port 443 outbound to each Product installed.
7. New Products Contingent on having Current Products – Customer acknowledges that certain Riverain Product offerings are contingent on Customer having the most current Riverain Product under Maintenance & Support. For those customers who purchase perpetual licenses with only one year of Maintenance & Support, this means that those customers may have to purchase current Products in order to use new Products purchased by customer.

Exhibit E - License Terms and Conditions

1. **Definitions.** “Software” means the Licensor software program(s) in object code format, the concepts and techniques embodied and expressed in such program and all support materials such as user manuals, documentation and the like. “Update” means any revision that doesn’t change the base functionality of the Product such as a defect fix or patch. “Warranty Period” shall mean the period during which Customer subscribes to Maintenance & Support.
2. **Delivery.** All quoted delivery dates and/or periods are approximate. The time of delivery named by Licensor is the date for shipping from our facilities. Licensor shall not be responsible for any damages of any kind resulting from any delay. No deferment of shipment at Customer’s request beyond the respective delivery date indicated will be made except upon prior written approval by Licensor in its sole discretion.
3. **Shipment; Title; Risk of Loss.** The Products shall be shipped Ex Works (Incoterms I.C.C. 2020) from Licensor’s facilities. Licensor shall exercise sole discretion in selecting a method of shipment unless a preferred method of shipment is specified in writing by Customer and Licensor agrees to the same. During shipment and during any return shipment to Licensor, Customer shall bear all risk of loss thereto, and carry adequate insurance for any and all loss, damage or destruction. Any charges Licensor may be required to pay or collect with respect to the sale, purchase, delivery, storage, processing, use, consumption or transportation of the Products shall be for the Customer’s account. Notwithstanding the foregoing or the provisions of INCOTERMS, title to the Products, and all accessories to or products or proceeds of the Products, shall remain with Licensor until payment in full of the purchase price and of other amounts owing by the Customer. To the extent legal title to the Products shall be deemed by law to pass to the Customer at the time of delivery and prior to performance of all of the Customer’s obligations hereunder, equitable title shall remain in Licensor until payment in full of the purchase price and the Customer shall grant, and by acceptance of the Products shall be deemed to have granted, to Licensor, a first security interest and charge in all Products to secure payment of the purchase price and other amounts owing by the Customer and performance of all the Customer’s obligations under this Agreement. Licensor may reclaim any Products delivered to the Customer or in transit if the Customer fail to make payments when due.
4. **Grant of Non-Exclusive License.** Subject to Customer’s compliance with the terms of this Agreement (including, without limitation, all payment obligations), Customer shall have a limited, non-exclusive, non-transferable and non-sub-licensable license to use the Software solely for Customer’s use solely on the equipment at the site described on the signature page hereof. The Software is proprietary and confidential to Licensor and its affiliates. No title or ownership in the Software is transferred to Customer. Title to all applicable rights in patents, copyrights, trademarks, trade secrets and any and all other intellectual property and/or proprietary rights in the Products shall remain in Licensor. Furthermore, non-human use of content produced through use of the Products is forbidden without the prior written consent of Licensor. For example, use of licensed Product content to develop similar, enhanced or competing products is prohibited. Customer shall take appropriate action (i.e. a written agreement with its employee) 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. Customer 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 Customer shall belong solely to Licensor and Customer hereby assigns all right, title, and interest thereto to Licensor. In no event shall Customer be entitled to remove or tamper with any proprietary notices contained in the Products. Customer shall not reverse compile, disassemble, reverse assemble, or otherwise reverse engineer any Product. All rights not expressly granted to Customer under this Agreement are retained by Licensor. If Customer attempts to use, copy, disclose, or transfer any portion of the 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 Customer that all other remedies are inadequate and cumulative. Any rights or remedies granted hereunder to Licensor shall be in addition to, and not in lieu of, any other rights or remedies available to Licensor at law or in equity.

5. Price; Taxes. Prices are not subject to any trade or other discounts (unless expressly set forth herein). 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. Customer 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 Customer, unless Customer 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 Customer shall promptly reimburse Licensor for any such liabilities paid by Licensor. All payments shall be made in ready and available U.S. funds.
6. Maintenance & Support; Software Upgrades; Limitation of Liability. Licensor warrants, during the Warranty Period, its Products to be free from defects in material and workmanship, under normal and proper use in accordance with instructions of Licensor, for the designated subscription period beginning upon the earliest of the following: (a) the subscription start date set forth in the Order, (b) upon installation of the Products in a test environment, (c) first clinical use of the Products, or (d) 30 days after date of delivery of the Products. LICENSOR'S LIABILITY UNDER ANY WARRANTY OR IN CONNECTION WITH ANY OTHER CLAIM RELATING TO THE PRODUCTS SHALL BE LIMITED TO THE REPAIR, OR AT LICENSOR'S OPTION, THE REPLACEMENT OR REFUND OF THE PURCHASE PRICE, OF ANY PRODUCTS WHICH ARE RETURNED TO LICENSOR FREIGHT PREPAID AND WHICH ARE DEFECTIVE IN MATERIAL OR WORKMANSHIP. PRODUCTS WHICH ARE REPAIRED OR REPLACED BY LICENSOR WILL BE RETURNED TO CUSTOMER FREIGHT COLLECT. THIS REMEDY IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT. EXCEPT AS EXPRESSLY STATED ABOVE, THE PRODUCTS ARE LICENSED AND ANY SERVICES ARE RENDERED "AS IS" AND LICENSOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, INFRINGEMENT, THAT THE SOFTWARE IS ERROR OR BUG FREE, OR OTHERWISE. ANY THIRD-PARTY SOFTWARE, SERVICES, OR PRODUCTS (E.G. SERVERS) ARE PROVIDED "AS IS" AND LICENSOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, INFRINGEMENT, OR OTHERWISE; PROVIDED THAT LICENSOR SHALL PASS THROUGH ANY SUCH WARRANTIES TO THE EXTENT PERMITTED.

LICENSOR SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT; AND (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 PRODUCTS SOLD OR SERVICES RENDERED BY LICENSOR, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO. IN NO EVENT SHALL LICENSOR BE LIABLE TO CUSTOMER 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 PRODUCTS OR ANY PART THEREOF, OR FOR ANY CHARGES OR EXPENSES OF ANY NATURE INCURRED, EVEN THOUGH LICENSOR HAS BEEN NEGLIGENT. IN NO EVENT SHALL LICENSOR'S LIABILITY UNDER ANY CLAIM MADE BY CUSTOMER EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER TO LICENSOR DURING THE ONE (1) YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. Nothing herein shall obligate Licensor to improve or otherwise support any Product licensed hereunder when and if Licensor shall no longer improves or supports such Product in the ordinary course of Licensor's ongoing business. All support, enhancements, modifications and Updates delivered to Customer by Licensor, if any, shall be subject to the terms and conditions of this Agreement. Customer is entitled to all Updates at no additional cost during the Warranty Period so long as Customer subscribes to Maintenance & Support.

7. Claims; Commencement of Actions. Customer shall promptly inspect all Products on delivery. No claims for shortages will be allowed unless the shortages are reported within 10 days after delivery. No other claims will be allowed unless asserted in writing within 30 days after delivery or, in the case of an alleged breach of warranty, within 30 days after the date within the Warranty Period on which the defect is or should have been discovered by Customer. Any lawsuit or other action based on breach of this Agreement or on any other claim arising out of this transaction (other than equitable actions against Customer and an action by Licensor for any amount due to Licensor by Customer) must be commenced within one year from the date of the tender of delivery by Licensor or, in the case of a cause of action based on an alleged breach of warranty, within the Warranty Period, or be barred forever.
8. Loss Due to Customer's Property; Patent, Trademark, or Copyright Infringement, Etc. Licensor shall not be liable for, and shall have no duty to provide insurance against, any damage or loss to any goods or materials of Customer which are used by Licensor. Where any Product is manufactured from patterns, plans, data, drawings, or specifications furnished by Customer and/or developed jointly by Licensor and Customer, Customer shall indemnify Licensor against and save Licensor harmless from any loss, damage, judgment, and expense arising out of any suit or claim against Licensor for infringement of any patent, trademark, copyright or intellectual property right because of Licensor's manufacture of the Product or because of the use or sale of the Product by any person. Upon Licensor's request, Customer shall appear in and assume the defense of the litigation.
9. Licensor's Confidential Information. Customer 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 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 customer lists. Customer further agrees that all information, conclusions, recommendations, reports, advice, analyses, or other documents generated by Customer pursuant to this Agreement are confidential. Upon Licensor's request, Customer shall promptly destroy or return to Licensor all such Confidential Information. If Customer attempts to use, copy, disclose, or transfer any portion of the Confidential Information 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, without the posting of a bond, to injunctive relief enjoining such acts, it being acknowledged by Customer that all other remedies are inadequate and cumulative.
10. Limitation on Assignment. Customer will not, without the prior written consent of Licensor, assign, subcontract, transfer or encumber its rights or obligations hereunder and any attempted assignment, transfer or encumbering by Customer shall be null and void. Licensor shall be permitted to assign this Agreement, in whole or in part.
11. Severability. Should any provision of this Agreement be held to be void, invalid or inoperative, the remaining provisions of this Agreement shall not be affected and shall continue in effect and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity.
12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original with the same effect as if the signatures thereto and hereto were upon the same instrument.
13. Waiver. 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.

14. Compliance with Laws. Customer shall ensure that its personnel are, at all times, educated and trained in the proper use and/or operation of the Products and that the Products are used in accordance with any and all applicable manuals, documentation and instructions. In addition to the foregoing, Customer 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. Customer shall obtain and pay for any license, permit, inspection or listing by any public body or certification organization required in connection with the use or delivery of any Product. Customer shall indemnify and hold Licensor harmless against all losses, claims, suits, penalties, liabilities, damages, judgments, costs and expenses, including attorneys' fees, as incurred, arising out of Customer's failure to comply with this Section.
15. Customer's Default. If Customer 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 Products, then Licensor may treat any unpaid balance of the price as immediately due and payable and Licensor may repossess the Products and exercise any and all rights of a secured creditor under the laws of the State of Ohio.
16. Termination. If Customer fails to comply with any of the terms and conditions of this Agreement, including, but not limited to, failing to make any required payments to Licensor, Licensor may, upon its election and in addition to any other remedies that it may have, at any time, immediately terminate the license or permission to use the Products which forms a part of this Agreement and/or immediately terminate this Agreement in its entirety, and there shall be no obligation to refund any fees.
17. Entire Agreement. This Agreement contains the entire agreement between Licensor and Customer and constitutes the final, complete and exclusive expression of the terms of this Agreement, and all prior or contemporaneous written or oral agreements or negotiations with respect to the subject matter hereof being merged herein. Any later Customer correspondence, purchase orders and the like shall have no effect. 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. To the extent the Order conflicts with any provision hereof, the Order shall control. Neither receipt, acknowledgement and/or return of a copy of Customer's purchase order or other form, irrespective of its terms, nor the filling and shipment 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.
18. Force Majeure. Licensor shall not be deemed to be in breach of its obligations for failure to perform services as a result of strike; lockout; calamity; act of God; unavailability of supplies or services from third parties; change in law or regulation or change in the enforcement of existing law or regulation; fire or other casualty; or any other reason outside the reasonable control of Licensor for so long as such event continues and for a reasonable period of time thereafter, and in no event shall Licensor be liable for consequential, indirect, incidental or like damages
19. 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 in equity, or judicial 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. 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. An action by Customer 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.

20. Miscellaneous.

- (20.1) In the event of the bankruptcy or insolvency of Customer, Licensor, shall be entitled to cancel any outstanding order and shall be entitled to reimbursement for all costs and expenses incurred, plus incidental and consequential damages. Customer hereby grants to Licensor a security interest in the Product purchased from Licensor that are not paid in full and authorizes Licensor to file any financing statements Licensor deems necessary to evidence such security interests. Nothing contained in any financing statement shall be deemed to modify in any respect any of the terms or conditions contained in this Agreement.
- (20.2) Customer shall defend and indemnify Licensor and its affiliates, agents, directors, officers, members and employees and hold them harmless from and against all damages, claims, judgments and liabilities by or to third parties (including attorneys' fees and litigation costs incurred) resulting from injury or death of any person or physical loss or damage to property arising out of the operation or use or misuse of the Products or the alteration and/or defective maintenance of the Products.
- (20.3) 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.
- (20.4.) 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 receipt, when sent by overnight delivery, or by registered or certified mail postage pre-paid, return receipt requested, addressed to the parties as set forth above. Either party, upon written notice to the other, may change the address to which future notices shall be sent.
- (20.5.) Customer shall not, directly or indirectly, export or transmit any Products 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. Customer covenants that the Products are not intended for any nuclear use or chemical or biological weapons production. Customer shall comply with all export control laws and shall defend, indemnify and hold Licensor and all Licensor's resellers, distributors and suppliers harmless from any claims arising out of Customer's violation of such export control laws.
- (20.6) Should any act or omission of Customer 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 amounts due under this Agreement shall be made. Upon its awareness of such act or omission affecting the schedule and/or costs, Licensor shall provide written notice of same with the Customer.
- (20.7) Customer and Licensor agree to designate in writing one person acceptable to the other party, to represent such party with due authority in all dealings with the other party hereto.

- (20.8) This Agreement and its terms are automatically withdrawn upon the Expiration Date indicated on page one (1) of this Agreement.

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