END-USER LICENSE AGREEMENT FOR HiruMed® SOFTWARE

IMPORTANT - PLEASE READ CAREFULLY: This End-User License Agreement ('EULA') is a legal contract between you (either (a) an individual user or (b) a business organisation and the user designated in accordance with Part D below) and HiruMed Ltd (herein known as HiruMed), for the HiruMed product (the 'Software') that accompanies this EULA, including any associated media, printed materials and electronic documentation. The Software also includes any updates, add-on components, web services and supplements that HiruMed may in the future provide to you or make available to you to the extent such items are not accompanied by a separate license agreement or terms of use.

- THE SOFTWARE IS LICENSED AND NOT SOLD -

HiruMed is willing to license the Software to you but subject to you accepting the terms and conditions of this EULA. By clicking on the 'I ACCEPT' button, by opening the package that contains the Software, or by copying, downloading, accessing or otherwise using the Software, you agree to be bound by the terms of this EULA. If you do not wish to be bound by the terms of this EULA, click the 'I DO NOT ACCEPT' button, and do not install, access or use the Software. An original purchaser who has not accepted the terms of this EULA may return the Software to the place of purchase, within 30 days of the date of purchase, for a full refund.

If you have any questions concerning this EULA, please write to HiruMed Ltd whose registered office is at Integer Park, Common Hill, Cricklade, Swindon, Wiltshire SN6 6HA, United Kingdom or by email to: mail@hirumed.uk.com.

PART A - LICENSE OF EVALUATION SOFTWARE

Software provided to you on a complimentary basis for evaluation purposes, regardless of how labelled, is by default 'Evaluation Software.' Your possession and use of Evaluation Software will be governed by the terms set forth in this Part A and in Part D below.

- **A.1 Grant of License**: HiruMed grants you a limited, personal, non-exclusive, non-transferable license to use the Evaluation Software solely to evaluate its suitability for your requirements on the terms and conditions set forth in this Part A and in Part D below. Without limiting the foregoing, you may not use the Evaluation Software for any other purpose. This license may be terminated by HiruMed at any time upon notice to you and will automatically terminate, without notice, upon the first to occur of the following: (a) the completion of your evaluation or (b) the expiration of the 30-day evaluation period.
- **A.2 Use of Evaluation Software**: Since this is Evaluation Software, portions of the full-use version of the Software may be withheld or unusable. Full use of the Software may be restricted by technological protections.

A.3 Disclaimer of Warranty: THE EVALUATION SOFTWARE IS PROVIDED ON AN 'AS IS' BASIS AND WITHOUT WARRANTY OF ANY KIND. ALL WARRANTIES, CONDITIONS, REPRESENTATIONS AND INDEMNITIES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE AND NON-INFRINGEMENT AND THE IMPLIED WARRANTIES AND CONDITIONS AGAINST HIDDEN DEFECTS ('VICES CACHÉS')), ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED.

PART B - LICENSE OF BETA SOFTWARE

Pre-Release Software provided to you for testing purposes, regardless of how labelled, is by default 'Beta Software'. Your possession and use of Beta Software will be governed by the terms set forth in this Part B and in Part D below.

- **B.1 Grant of License**: HiruMed grants you a limited, personal, non-exclusive, non-transferable license to install and use copies of the Beta Software on a maximum of two (2) computers or one (1) server residing on your premises, solely for your internal testing on the terms and conditions set forth in this Part B and in Part D below. All other rights are reserved to HiruMed. You may not demonstrate or show the Beta Software to third parties without HiruMed's written permission. You may not use the Beta Software in a live operating environment where it may be relied upon to perform in the same manner as the final commercially released product or with data that has not been sufficiently backed up. You may not use the Beta Software for benchmark or performance testing. This license may be terminated by HiruMed at any time upon notice to you and, in any event, will automatically terminate, without notice, upon the release of a commercial version of the Beta Software. Upon the termination of this EULA, you shall cease use of the Beta Software and, upon request, shall promptly return to HiruMed, or certify destruction of, all full or partial copies of the Beta Software and related materials provided by HiruMed.
- **B.2 Feedback**: You will provide HiruMed with reasonable feedback on the Beta Software's performance, including but not limited to usability, bug reports and test results. You will review and comment on all documentation supplied. All bug reports, test results and other feedback made by you will be the property of HiruMed and may be used by HiruMed for any purpose it sees fit. Due to the nature of the development work, HiruMed is not certain if errors or discrepancies in the Beta Software may be corrected.
- **B.3 Support**: HiruMed is not obligated to provide technical or other support for the Beta Software. However, limited technical support ('Support Services'), if noted in the materials provided to you by HiruMed, may be available. Use of any such Support Services is governed by the HiruMed policies and programs described in 'online' documentation or in other HiruMed-provided materials. Any supplemental software code provided to you as part of the Support Services shall be considered part of the Beta Software and subject to the terms and conditions of this EULA. HiruMed may use technical information you provide to HiruMed's product support, development, and other business purposes. HiruMed will not utilise such technical information in a form that personally identifies you. Support Services may not be available in all countries outside of the United Kingdom and will be discontinued upon release of a commercial version of the Beta Software.
- **B.4 Maintenance**: HiruMed is not obligated to provide maintenance, technical support or updates for the Beta Software. HiruMed is not obligated to release a commercial version of the Beta Software or to provide you with a copy of any commercial version that may be released.

HiruMed ® - Software EULA - Page 1 of 4

END-USER LICENSE AGREEMENT FOR HiruMed® SOFTWARE

- **B.5 Confidential Information**: The Beta Software, including its features and the results of use or testing ('Confidential Information'), is confidential and proprietary to HiruMed. Confidential Information does not include information that you can prove (a) was already known to you prior to the effective date of this EULA, (b) became publicly known through no wrongful act by you, or (c) was received from a third party without similar restriction and without breach of this EULA. You will not disclose or provide Confidential Information to any third party except with HiruMed's written permission or upon judicial or governmental order, and you will give HiruMed reasonable notice prior to any such disclosure and will comply with any protective or equivalent order. This provision shall survive the termination or expiration of this EULA
- B.6 Disclaimer of Warranty: THE BETA SOFTWARE IS PROVIDED ON AN 'AS IS, WITH ALL DEFECTS' BASIS AND WITHOUT WARRANTY OF ANY KIND. ALL WARRANTIES, CONDITIONS, REPRESENTATIONS AND INDEMNITIES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE AND NON-INFRINGEMENT AND THE IMPLIED WARRANTIES AND CONDITIONS AGAINST HIDDEN DEFECTS ('VICES CACHÉS'), ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED.

PART C - LICENSE OF SOFTWARE

Your possession and use of any Software other than Evaluation Software and Beta Software will be governed by the terms set forth in this Part C and in Part D below.

- **C.1 Grant of License**: Upon your payment of the full license fee and acceptance of this EULA, HiruMed grants you a limited, personal, non-exclusive license to install and use the Software on the terms and conditions set forth in this Part C and in Part D below.
- **C.2 Restrictions on Use of Software**: You may install and use one copy of the Software on a single computer for use by an individual user, and only for your internal business purposes. You will not rent, lease, lend, sublicense, redistribute or otherwise allow third parties to use the Software directly or indirectly, whether on a time sharing, remote job entry, or service bureau arrangement or to provide commercial hosting services to third parties. You will not copy, modify or prepare derivative works of the Software. You may use the Software only in the language(s) which you select during installation or for which you acquire rights pursuant to a HiruMed Language Pack. You may not share the Software, except as set forth Section 3 below.
- **C.3 Shared Use on a Single Computer**: A copy of the Software installed on a single common machine (server) may be shared for internal use by employees and contractors of your business only, provided that a license has been purchased for each individual user.
- **C.4 Authority**: With respect to any licenses purchased to effectuate shared use on a single computer pursuant to Section 3 above, you represent and warrant that you are authorized to enter into this EULA on behalf of the business purchasing such licenses.
- C.5 Redistributable Files: The component parts of the Software may not be separated for use on more than one computer.
- **C.6 Enterprise License Agreement**: If you acquired the Software pursuant to a HiruMed Enterprise License Agreement, you may make the number of additional copies of the Software permitted by the relevant Enterprise License Agreement, and you may use each copy in the manner specified above. You may not copy the printed materials accompanying the Software.
- **C.7 Support Services**: HiruMed may provide you with support services related to the Software ('Support Services'). The provision and use of the 'Support Services' is governed by the HiruMed policies and programs described in the Software user manual, the Software Support Agreement and/or in 'online' documentation. Any supplemental Software provided to you as part of the 'Support Services' shall be considered part of the Software and subject to the terms and conditions of this EULA. With respect to technical information you provide to HiruMed as part of the 'Support Services', HiruMed may use such information for its business purposes, including for product updates and development.
- **C.8 Limited Warranty:** HiruMed warrants (a) that the Software will, for a period of sixty (60) days from the date of delivery, perform substantially in accordance with HiruMed's written materials accompanying it, and (b) that any 'Support Services' provided by HiruMed shall be substantially as described in applicable written materials provided to you by HiruMed.
- TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL WARRANTIES, CONDITIONS, REPRESENTATIONS AND INDEMNITIES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE AND NON-INFRINGEMENT AND THE IMPLIED WARRANTIES AND CONDITIONS AGAINST HIDDEN DEFECTS) ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED, WITH REGARD TO THE SOFTWARE AND THE PROVISION OF OR FAILURE TO PROVIDE THE SUPPORT SERVICES. THE LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS, WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

Some states and jurisdictions do not allow disclaimers of or limitations on the duration of an implied warranty, so the above limitation may not apply to you. To the extent implied warranties may not be entirely disclaimed but implied warranty limitations are allowed by applicable law, implied warranties on the Software - if any - are limited to sixty (60) days.

C.9 Customer Remedies: In the event of any breach of the foregoing warranty or any other duty owed by HiruMed, the entire liability of HiruMed and its suppliers, and your exclusive remedy shall be, at HiruMed's option, either (a) return of the price paid by you for the Software (not to exceed the suggested UK retail price) if any, (b) repair or replacement of the defective Software or (c) re-performance of the 'Support Services'. This limited warranty is void if failure of the Software has resulted from accident, abuse, or misapplication. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

HiruMed [®] - Software EULA - Page 2 of 4

PART D - GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL SOFTWARE LICENSES

Your possession and use of the Software for any purpose will be governed by the terms set forth in this Part D and in Part A, B or C above, whichever is applicable.

- **D.1 Designation of Individual User**: If you are a business organisation, you must designate one owner, officer or employee in your organisation to exercise the rights set forth in this EULA. The provisions of this EULA shall bind you and that designated person, jointly and severally.
- **D.2 Use of Software**: Except as permitted pursuant to this EULA, you will not otherwise use or copy, translate, modify, adapt, decompile, disassemble or reverse-engineer the Software. You agree not to use the Software in violation of any law, statute, ordinance or other regulation (including export control and unfair competition laws) or any obligation to which you are bound. You agree to comply with all applicable laws and regulations regarding your use of the Software. You agree to indemnify HiruMed from and against any liability that HiruMed may incur arising from your breach of this EULA or your use of the Software.
- D.3 Ownership: All patents, copyrights, trade secrets, service marks, trademarks, and other proprietary rights in or related to the Software are and will remain the exclusive property of HiruMed, whether or not specifically recognised or perfected under the laws of the country where the Software is located. You hereby assign and agree to assign any and all rights you may have or acquire in or to the Software to HiruMed for no additional consideration. You will not take any action that jeopardises HiruMed's proprietary rights or acquire any rights in the Software, except the limited rights set forth in this EULA. HiruMed or its designee will own all rights in any copy, translation, modification, adaptation or derivation of the Software, including any improvement or development thereof. At HiruMed's request, you will execute or obtain the execution of any instrument that may be appropriate to assign these rights to HiruMed or its designee or to perfect these rights in HiruMed's or its designee's name. You may make one copy of the Software for back-up and archival purposes. You may not remove, modify or alter any HiruMed copyright or trademark notice from any part of the Software, including but not limited to any such notices contained in the physical and/or electronic media or documentation, in the HiruMed setup dialogue or 'about' boxes, in any of the runtime resources and/or in any web-presence or web-enabled notices, code or other embodiments originally contained in or otherwise created by the Software.
- **D.4 Confidentiality**: You acknowledge that the Software is and incorporates confidential and proprietary information developed, acquired by or licensed to HiruMed. You will take all reasonable precautions necessary to safeguard the confidentiality of the Software, and will not disclose any information about the Software or the Software evaluations or reports to any other person without HiruMed's prior written consent. You will not allow the removal or defacement of any confidentiality or proprietary notice placed on the Software. The placement of a copyright notice on the Software will not constitute publication or otherwise impair its confidential nature. You acknowledge that any breach of this Section will cause irreparable harm to HiruMed.
- **D.5 Transfer of Software**: You may not, by operation of law or otherwise, transfer any license rights or other interests in Evaluation Software, Beta Software, or Software labelled 'Not for Resale' or 'NFR.' You may not, by operation of law or otherwise, transfer any license rights or other interests in any other Software, unless (a) you permanently and wholly transfer all your rights under this EULA; (b) you retain no copies (whole or partial); (c) you permanently and wholly transfer all of the Software (including component parts, media, printed materials, upgrades, prior versions, and authenticity certificates); and (d) the transferee agrees to abide by all the terms of this EULA. Any purported transfer not in accordance with this Section D.5 will be void.
- D.6 Limitation of Damages: IN NO EVENT SHALL HIRUMED OR ITS DISTRIBUTORS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS OF YOU OR ANY OTHER PARTY ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, FAILURE OF ANY REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE OR OTHERWISE.
- NOTWITHSTANDING THE FORM (e.g. CONTRACT, TORT OR OTHERWISE) IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT, IN NO EVENT WILL HIRUMED OR ITS DISTRIBUTORS BE LIABLE FOR DAMAGES OR LOSSES THAT EXCEED, IN THE AGGREGATE, THE FOLLOWING FOR EACH RESPECTIVE BREACH OR SERIES OF RELATED BREACHES: (i) WITH RESPECT TO SOFTWARE, THE AMOUNT OF LICENSE FEES PAID BY CUSTOMER FOR THE SOFTWARE THAT GAVE RISE TO SUCH DAMAGES OR LOSSES; AND (ii) WITH RESPECT TO ANY SUPPORT OR OTHER SERVICES PROVIDED HEREUNDER, THE AMOUNT OF FEES PAID FOR THE SUPPORT OR SERVICES THAT GAVE RISE TO SUCH DAMAGES OR LOSSES. EXCEPT WITH REGARD TO PAYMENTS DUE TO HIRUMED, NEITHER PARTY SHALL BE LIABLE FOR ANY DELAYS OR FAILURES IN PERFORMANCE DUE TO CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL THAT COULD NOT BE AVOIDED BY ITS EXERCISE OF DUE CARE.
- **D.7 Upgrades and Subscription**: If the Software is labelled or otherwise identified by HiruMed as an 'upgrade' or 'subscription,' you must be properly licensed to use a product identified by HiruMed as being eligible for the upgrade in order to use the Software. Any Software labelled or otherwise identified by HiruMed as an upgrade replaces and/or supplements the product that formed the basis for your eligibility for such upgrade. You may use the resulting upgraded product only in accordance with the terms of this EULA. If the Software is an upgrade of a component of a package of software programs that you licensed as a single product, the Software may be used and transferred only as part of that single product package and may not be separated for use on more than one computer.
- **D.8 Dual-Media Software**: You may receive the Software in more than one medium. Regardless of the type or size of the medium you receive, you may use only that one medium that is appropriate for your single computer. You may not use or install from the other medium on another computer, including but not limited to portable computers under the exclusive control of the registered user. You may not loan, rent, lease, or otherwise transfer the other medium to another user, except as part of the permanent transfer (as provided above) of the Software.
- **D.9 U.S.A Export Restrictions**: You will fully comply with all relevant export laws and regulations, including but not limited to the U.S. Export Administration Regulations and Executive Orders ('Export Controls'). You warrant that you are not a person, company or destination restricted or prohibited by Export Controls ('Restricted Person'). You will not, directly or indirectly, export, re-export, divert, or transfer the Software, any portion thereof or any materials, items or technology relating to HiruMed's business or related technical data or any direct product thereof to any Restricted Person.

HiruMed ® - Software EULA - Page 3 of 4

END-USER LICENSE AGREEMENT FOR HiruMed® SOFTWARE

D.10 Termination: In addition to any other rights or remedies it may have under applicable law, HiruMed may terminate this EULA if you fail to comply with its terms and conditions. In that event, you will destroy any and all copies of the Software and all of its component parts. You agree to promptly un-install and delete all copies of the Software in your possession and discontinue any further use of the Software. The parties' rights and obligations under Section A.3 of Part A; Sections B.5 and B.6 of Part B; Sections C.8 and C.9 of Part C; and Sections D.1, D.2, D.3, D.4, D.5, D.6, D.10 and D.11 of this Part D will survive the termination of this Agreement.

D.11 Miscellaneous:

- (a) Relationship of Parties: You and HiruMed are independent parties. Nothing in this EULA shall be construed as making you an employee, agent or legal representative of HiruMed.
- (b) Third-Party Beneficiaries: There are no third-party beneficiaries of this EULA.
- (c) Jurisdiction of Courts: You hereby consent to the exclusive jurisdiction of the courts of the United Kingdom for the resolution of any dispute arising out of or related to this EULA.
- (d) Entire Agreement: This EULA constitutes the complete and entire understanding and agreement of all terms, conditions and representations between you and HiruMed with respect to the Software.
- (e) Controlling Law: This EULA will be construed and enforced in accordance with the internal laws of the United Kingdom and Furone

HiruMed ® - Software EULA - Page 4 of 4