## SCRUBBER SITE LICENSE AGREEMENT

- 1 Grant of License: BIOLOGIC SOFTWARE Pty Ltd., an Australian private limited company with offices located at 116 Blamey Crescent Unit 30 Campbell ACT 2612 AUSTRALIA (the "Licensor") hereby grants and \_\_\_\_\_\_, and its subsidiaries, with offices located at \_\_\_\_\_\_ ("Licensee") hereby accepts, subject to the terms and conditions of this Agreement, a non-exclusive, worldwide, fully paid up, license to use the Scrubber version 2 software, including all of its updates, patches and enhancement (the "Software"), in the Licensee's internal business operations effective \_\_\_\_\_\_ and until terminated in accordance with this Agreement. This license is for multiple users, limited to installation of the Software at Licensor's \_\_\_\_\_\_\_ location.
- 2 Proprietary Rights: Licensee acknowledges that it has been advised the Software, including all associated documentation, is the copyrighted property of Licensor and its third party licensors. Licensee shall not sell, publish, transfer, disclose, display or otherwise make the Software available to any third party; "third party" for the purposes of this section does not include Temporary employees, contractors, and consultants of Licensee that are granted access or use in connection with the operation of the business of Licensee.
- 3 Copies: Licensee shall be permitted to make copies of the Software solely for the Licensee's own use for bona fide back-up or archival purposes. Licensee shall reproduce and include Licensor's copyright notice in all copies of Software.
- 4 Assignment: Licensee understands that the rights to the Software, materials or information shall not be assigned or transferred without the prior written approval of Licensor, except however, that Licensee may assign this to an affiliated company or in connection with the merger, consolidation or sale of all or substantially all of its assets.
- Payment: Licensee shall pay Licensor the sum of \_\_\_\_\_\_ within thirty days (30 days) of the Effective Date for each copy of the software by check or wire transfer to:
  BIOLOGIC SOFTWARE Pty Ltd.
  Unit 30, 116 Blamey Crescent,
  Campbell ACT 2612
  Australia
- 6 Delivery: The Software will be delivered to the Licensee by download from the BIOLOGIC SOFTWARE web site (www.biologic.com.au). Upon receipt of payment the Licensee will be supplied with an access code to allow full use of the program.
- Limited Warranty: Licensor warrants for a period of 180 days from purchase that the Software will materially conform to the specifications in the documentation under circumstances of normal use. As Licensee's sole and exclusive remedy for the breach of this warranty, Licensor shall correct and/or replace the defective Software or refund the purchase price and/or pay for all fees and costs assessed against it by any third party licensor. Licensor's warranty shall not apply to damage or deficiencies resulting from accident, alteration, modification, misuse, tampering, negligence or improper maintenance. Licensor reserves the right to make substitutions or modifications to the specifications/documentation of the Software to grant the License and to enter into this Agreement and that Licensee's use of the Software will not be subject to any third party claims for intellectual property rights infringement nor subject Licensee to any obligation to pay any third party any fees, royalties or other consideration for Licensee's use of any third party software embedded in the Software or for Licensee's exercise of its rights under this Agreement.

- 8 THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE CONCERNING MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE.
- 9 Limitation of Liability: Except as otherwise provided in this Agreement, Licensor disclaims all express or implied warranties, including the implied warranties of merchantability and fitness for a specific purpose. Except in the event of negligence or willful misconduct, neither party shall be liable for special, indirect, or consequential damages; provided, however, that Licensor shall be liable for consequential damages arising from a breach of the warranty of title or a breach of warranty that Licensor has a right to enter into this Agreement provided for paragraphs 7 of this Agreement.
- 10 Termination: Either party may terminate this Agreement for Cause at any time upon thirty (30) days prior written notice to the other party, effective the thirty-first (31st) day after receipt. "Cause" shall mean (a) material breach of any term or condition of this Agreement where such breach, if curable, is not remedied to the non-breathing party's reasonable satisfaction within such thirty (30) day receipt of such notice, (b) Licensor' unsatisfactory performance of the services under this Agreement which shall continue after specific notice thereof has been received by Licensor, and the thirty (30) day period shall have passed after the receipt of such notice during which Licensor fails to cure such specific unsatisfactory performance. In the event of a breach by Licensee, which remains uncured as specified above, Licensee shall immediately discontinue use of the Software and either return to Licensor or provide written certification it has destroyed all copies of the Software and materials, including all documentation. The foregoing remedies are in addition to all other remedies afforded at law or in equity. Licensee may terminate this Agreement for any reason by providing sixty (60) days prior notice.
- 11 General:
- 11.1 Notice: All communications and notices from one party to the other shall be in writing and shall be given by addressing the same to the other at the address set forth in this Agreement, or at such other address as either may specify in writing to the other. Communications and notices to Licensee will be marked "Attention: Legal Department". All notices shall become effective when deposited in the United States Mail with proper postage for first class registered or certified mail prepaid, return receipt requested, or when delivered personally.
- 11.2 Entire Agreement: This Agreement and any associated exhibits, constitutes the entire agreement of the parties with regard to its subject matter, and supersedes all previous written or oral representations, agreements and understandings between Licensee and Licensor.
- 11.3 No Modification: This Agreement may be changed only by a writing signed by authorized representatives of both parties.
- 11.4 Severability: In the event that any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and all other provisions shall remain in full force and effect. If any of the provisions of this Agreement are held to be excessively broad, it shall be reformed and construed by limiting and reducing it so as to be enforceable to the maximum extent permitted by law.
- 11.5 Confidentiality. Each party acknowledges that by reason of its relationship with the other party hereunder, it may have access to certain information and materials concerning the other party's and its suppliers' business, technology and/or products that are confidential and of substantial value to the other party, which

value would be impaired if such information were disclosed to third parties, ("Confidential Information"). Confidential Information for Licensor shall include the Software and for Licensee shall also include, without limitation, any information pertaining to Licensee's computer systems, passwords, software code, data, files, input, results and output materials and reports emanating from the use of any software, systems architecture, security, products, formulae, specifications, designs, processes, personnel and their associated information, trade secrets, financial or medical information of patients, caregivers, health care professionals and others who have disclosed such information to Licensee, regulatory affairs, discoveries, inventions, and sales and marketing efforts or strategies and discussions relating thereto, disclosed, directly or indirectly, in writing, orally, observed, or by any other means. Each party agrees that it will not use in any way for its own benefit or the benefit of any third party, nor disclose to any third party, any Confidential Information except as authorized under this Agreement and will protect the confidentiality of such information with the same degree of care which it uses to protect its own confidential information but in no event with less than reasonable care. Nothing in this Agreement shall be construed to grant to Licensor an ownership interest in or license or usage rights to Licensee's Confidential Information, copyrights, trade names, or trademarks. Confidential Information shall not include information that: (i) was already in the possession of the nondisclosing party before its disclosure as evidenced by written records, (ii) is independently developed without reference to any information of disclosing party as evidenced by written records, (iii) is or becomes publicly available through no fault of the non-disclosing party, or (iv) is obtained by the non-disclosing party from a third party under no obligation not to disclose same.

- 11.6 Indemnification. Licensor shall indemnify, defend and hold Licensee, its officers, employees, agents, subsidiaries and affiliates harmless from and against any and all losses, damages, liabilities, settlements, costs, and expenses (including attorneys' fees) arising out of any claims made against Licensee in connection with any allegation that the Software, documentation or enhancement infringes or misappropriates any patent, copyright, trade secret or other intellectual property right of any third party.
- 11.7 No Publicity. Neither party shall use the other party's name in any publicity, news release, advertisement, promotional materials, proposals, customer lists, or other disclosures, written or oral, (including as a reference or mention as a retained or former customer) related to this Agreement or otherwise, or use the other party's trademarks for any reason.