

END USER LICENSE AGREEMENT

Echo Reporting Software – DICOM Reporting – Tempo Reports

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IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU SHOULD NOT DOWNLOAD, INSTALL AND USE TEMPO.

1. DEFINITIONS

(a) “Evaluation\Trial Period” means a period beginning on the date of the first launch of Tempo by You on a computer and ending on the expiration date set in Tempo (“System Date”) or otherwise as set forth in Section 5 hereunder.

(b) “TEMPO” means a software program known as comprised of both Tempo Reports and Tempo Connect including its documentation, any modifications, and any third party software programs that are owned and licensed by parties other than Licensor and that either integrated with or made part of Tempo.

(c) Third Party Software means software programs that are owned and licensed by parties other than Licensor and that either integrated with or made part of Tempo.

2. OWNERSHIP, LICENSE GRANT AND USE

(a) Tempo is the property of Licensor or its suppliers. Title and copyrights to Tempo, in whole and in part and all copies thereof, and all modifications, enhancements, derivatives and other alterations of Tempo regardless of who made any modifications, if any, are, and will remain, the sole and exclusive property of Licensor and its suppliers.

(b) Subject to the terms, conditions, and limitations set forth in Section 2 (c) of this Agreement, Licensor hereby grants to You a limited, non-exclusive, non-transferable license to:

(i) use Tempo in accordance with its documentation during Evaluation Period;

(ii) copy Tempo for archival or backup purposes.

(c) You are not expressly permitted to:

(i) sell, redistribute, encumber, give, lend, rent, lease, sublicense, or otherwise transfer Tempo, or any portions of Tempo;

(ii) reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of Tempo unless such source code was made publicly available by Licensor, or create derivative works from Tempo;

(iii) continue using Tempo upon termination of this Agreement as set forth in Section 5 herein.

3. LIMITATION OF LIABILITY

(a) You understand that Tempo is only a preview version of the software product which has not been publicly announced or made available by Licensor, and that Licensor has no express or implied obligation to publicly announce or make available any production version of Tempo, or any product

similar to or compatible with Tempo. You also understand that Tempo may contain errors, and that Licensor has no express or implied obligation to fix such errors. Tempo may contain features, functionality or modules that will not necessary be included in the production version of Tempo. You acknowledge that You use Tempo at Your own risk.

(b) Tempo IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE.

4. DISCLAIMER OF DAMAGES

REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL LICENSOR BE LIABLE TO YOU UNDER ANY THEORY FOR ANY DAMAGES SUFFERED BY YOU OR ANY USER OF THE TEMPO, OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR SIMILAR DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE TEMPO, OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

5. TERMINATION

(a) This Agreement shall terminate upon the earlier of (a) expiration of Evaluation Period based on the System Date; (b) uninstalling of Tempo by You, or (c) termination of the Tempo evaluation by Licensor, in its sole discretion, upon notice on Licensor's website.

(b) Tempo contains a feature that will automatically disable Tempo on the System Date. You may not disable, destroy, or remove this feature of Tempo.

(c) Upon termination of this Agreement, rights to use Tempo granted to You under this Agreement shall immediately terminate. You shall immediately cease using Tempo and delete Tempo from your computers and archives upon termination of this Agreement.

6. GENERAL

(a) This Agreement, including the third party software license agreements, constitutes the entire agreement between You and Licensor concerning Your use of Tempo, and supersedes any and all prior or contemporaneous oral or written representations, communications, or advertising with respect to Tempo.

(b) A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach. The provisions of this Agreement which require or contemplate performance after fathe expiration or termination of this Agreement will be enforceable notwithstanding said expiration or termination.

(c) This Agreement will be governed by the laws of Australia without reference to conflict of laws principles. You agree that any litigation relating to this Agreement may only be brought in, and will be subject to the jurisdiction of, any Court of Australia.

(d) Titles are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement. If any provision of this Agreement is held invalid, the remainder of this Agreement will continue in full force and effect. Either Licensor or You may assign this Agreement in the case of a merger or sale of substantially all of its respective assets to another entity. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and assigns.