

END-USER LICENSE AGREEMENT

1. License. A. Subject to all of the terms and conditions hereof, **Viewer Central** (the "Licensor") hereby **GRANTS** to the end-user (the "Licensee") a non-transferable License to use the software program entitled *HPV Web/Server 2007 SP1* (the "Viewer"), in object code, for five years (the "Term"), terminable as specified herein, which Licensee hereby accepts (the "License"). Licensor may assign its rights under this Agreement, and delegate its duties hereunder, to any of its affiliates. Licensee acknowledges that it has no right to modify the Viewer without Licensor's prior written consent.

2. Location and Use of Software. The Viewer shall be used by Licensee only on one computer (per seat license). The Viewer shall be used only for the conduct and operation of Licensee's own business, for the benefit of Licensee and its customers. Licensee shall under no circumstances assign or attempt to sublicense the License to any other person, and any attempt to do so would constitute a material breach of this Agreement.

3. Copies. No copying of the Viewer is permitted except for one back-up copy.

4. Consideration. The royalties for this License are set forth in the check-out cart on the site.

5. Non-Disclosure, Confidentiality.

A. The Viewer, and any future permitted modifications, changes, enhancements, upgrades, revisions, or additions made to the Viewer, whether made or installed Licensor, Licensee, or a third party, are and shall be the sole and exclusive property of Licensor, including all applicable Intellectual Property rights inherent therein and appurtenant thereto. Licensee shall not sell, transfer, publish, disclose, display or otherwise make available to others any source code or object code, documentation, or other material relating to the Viewer. Licensee shall assist Licensor in identifying and preventing any use or disclosure of the source code or object code of the Viewer, or of any portion thereof, or any of the algorithms or logic contained therein. Without limitation of the foregoing, Licensee shall notify Licensor immediately if Licensee learns or has reason to believe that any person has violated, or intends to violate, the terms of this Agreement, or, if not bound thereby, intends to infringe upon or dilute Licensor's Intellectual Property in any way whatsoever; and Licensee will cooperate with Licensor in seeking injunctive or other equitable relief in the name of Licensee or of Licensor against any such person.

B. Licensee hereby acknowledges that the Viewer contains proprietary Intellectual Property of Licensor, and agrees to maintain the confidentiality of the Viewer in a manner using at least as great a degree of care as the manner used to maintain the confidentiality of Licensee's own most secret and valuable information. Licensee hereby acknowledges that the disclosure by Licensee or any of its employees or agents of any aspect or portion of the Viewer, or any of the confidential information referred to herein or any other information which ought to remain confidential, would give rise to irreparable injury to Licensor, which is inadequately compensable in damages. Accordingly, in order to prevent any disclosure or dilution of Licensor's Intellectual Property, Licensor may seek or obtain emergency injunctive relief.

C. All of the undertakings and obligations relating to confidentiality and non-disclosure, whether contained in this paragraph or elsewhere in this Agreement, and whether of Licensor or of Licensee, shall survive the termination of this Agreement for any reason whatsoever.

6. Warranty. Licensor warrants that the Viewer is operational and substantially free of material defects. Licensor disclaims any other warranties, including any warranties that might otherwise be implied at law, such as the implied warranties of merchantability or of fitness for a particular purpose.

THE WARRANTY STATED ABOVE IS A LIMITED WARRANTY, AND IS THE ONLY WARRANTY MADE BY LICENSOR TO LICENSEE. LICENSOR DISCLAIMS, AND LICENSEE HEREBY EXPRESSLY WAIVES, ANY OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED. LICENSOR SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT, OR OTHERWISE, FOR ANY EXEMPLARY, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE ABOVE-STATED EXPRESS WARRANTY IS IN LIEU OF ALL OTHER LIABILITIES OR OBLIGATIONS OF LICENSOR FOR DAMAGES THAT MIGHT ARISE OUT OF, OR IN CONNECTION WITH, THE DEVELOPMENT, USE, OR PERFORMANCE OF THE VIEWER.

7. Termination. This Agreement shall terminate at the end of the Term, unless the Parties agree to extend this Agreement, or either party has previously terminated the Agreement for breach. Any termination of this Agreement shall automatically, and without any further action by Licensor, terminate and extinguish the License, whereupon, Licensor shall have the right to take immediate possession of the Viewer, and all copies thereof, wheresoever located, and all documentation thereto, without notice or demand. Notwithstanding the foregoing, all provisions hereof relating to confidentiality of the Viewer and dispute resolution shall survive the termination of this Agreement.

8. Taxes. Licensee shall pay all taxes, whether national or local, howsoever designated, which are levied or imposed by reason of the transaction and future transactions contemplated hereby.

9. Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, each of the parties hereto, their respective heirs, personal representatives, administrators, successors and assigns.

10. Choice of Law. The validity, interpretation, and enforcement of this Agreement, and all other instruments and documents executed in connection with this transaction, shall be governed by the laws of the Commonwealth of Massachusetts, excluding those laws relating to the resolution of conflicts between laws of different jurisdictions. Licensee hereby waives, in the case of any such action or proceeding brought in state or federal courts in the Commonwealth of Massachusetts, defenses based on venue, jurisdiction, or *forum non conveniens*. All parties waive any right to raise, as a defense or otherwise, conflict of laws issues to challenge the governing law identified in this Agreement.

11. Interpretation and Rules of Construction; Definitions. The section and subsection headings and captions contained in this Agreement are for reference purposes only, and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the context shall require, all words herein in the masculine gender shall be deemed to include the feminine or neuter genders, all singular words shall include the plural, and plural words shall include the singular. The use of the word "person" shall refer to all legal persons, whether natural or created by statute or other legal process including, but not limited to, any individual, corporation, partnership, association, joint-stock company, trust, *limitada*, limited liability company or partnership, unincorporated organization, or joint venture. The term "source code" means such written rendition of software programs readable and comprehensible by humans, and the term "object code" means such rendition and compilation of software programs primarily readable by machines. The term "Intellectual Property" shall include material protected by copyright, trademark, servicemark, trade secrets and know-how, and design and patent rights. Any term herein that appears to be used as a defined term, but whose definition is missing from this Agreement, shall be defined in accordance with the definitions in any of the related documents or schedules attached hereto.

12. Severability. If any provision of this Agreement should be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, then that determination will not affect or impair the validity, legality, or enforceability of the remaining provisions contained herein.

13. Attorneys' Fees. If any legal proceeding is brought by a party to this Agreement to enforce its provisions, or to seek remedy for any breach hereof, then the prevailing party shall be entitled to receive its reasonable attorneys' fees and costs incurred in connection with that legal proceeding (including any appellate proceedings) from the other party.