

End User License Agreement

1. Agreement. This End User License Agreement (“EULA”) is between you, an individual or a single legal entity, and PROSTAT Corporation (“PROSTAT”) and is effective as of the date you click the “I agree” button. This EULA will remain in effect until terminated as provided herein. This EULA is found on the box of the Software for your review and must be acknowledged by you when you first download the Software. By indicating your agreement by clicking the “I agree” button, you agree to be bound by this EULA and are indicating that you have the legal authority to accept the EULA. This is a legally binding agreement. If you do not agree with the EULA, you may not use the Software and must click the “I do not agree” button. In that case, you may not use the Software and you must return all copies of the Software to PROSTAT or your reseller for a refund.

2. License. Subject to the provisions of this EULA, PROSTAT hereby grants to you, a perpetual, limited, non-transferable, non-exclusive, non-sublicensable license to use the software embedded in the device(s) you have purchased and the software required to be installed on your computer, collectively known as AutoAnalyzer (the “Software”) solely for your internal use and not for any other purpose (the “License”). You shall not (a) reverse engineer, translate, decompile or disassemble the Software; (b) sublicense, assign, transfer, rent or sell the Software or any copy or any part thereof; or (c) copy the Software or any part thereof. PROSTAT reserves all rights not expressly granted to you hereunder.

3. Ownership and Proprietary Notices. PROSTAT retains all right, title and interest and all patent, copyright, trade secret rights and other proprietary rights in and to the Software. You shall not alter, remove, modify or suppress any proprietary notice and confidentiality legend placed on or contained within the Software.

4. Consideration. In consideration for the license granted herein, you have paid fees either directly to PROSTAT or to an authorized reseller.

5. Termination. PROSTAT may terminate this EULA immediately if: (a) you fail to comply with any term or condition under this EULA, other than a breach of Sections 2 or 3, and fail to perform or cure the same within thirty (30) days after receipt of written notice to cure; and/or (b) you fail to comply with any term or condition in Sections 2 or 3 of this EULA.

6. Effect of Termination. Upon termination of the EULA, you shall immediately (a) discontinue use of and return to PROSTAT the Software and any copies thereof,

and (b) certify in writing within ten (10) business days that you have complied herewith.

7. No Warranty. THE USE OF THE SOFTWARE IS SOLELY AT YOUR OWN RISK. YOU UNDERSTAND THAT THE RESULTS GENERATED BY THE SOFTWARE DEPEND UPON YOUR USE OF THE SOFTWARE AND THE INFORMATION YOU INPUT INTO THE SOFTWARE. THE SOFTWARE AND ANY RESULTS GENERATED USING THE SOFTWARE ARE PROVIDED “AS-IS” AND WITHOUT WARRANTY OF ANY KIND WHATSOEVER. PROSTAT HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. PROSTAT MAKES NO WARRANTY THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS, OR WILL BE UNINTERRUPTED, TIMELY, SECURE, CURRENT, ACCURATE, COMPLETE OR ERROR-FREE OR THAT THE RESULTS THAT MAY BE OBTAINED BY USE OF THE SOFTWARE WILL BE ACCURATE OR RELIABLE. YOU UNDERSTAND AND ACKNOWLEDGE THAT YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY DEFECT IN OR DISSATISFACTION WITH THE SOFTWARE IS TO CEASE TO USE THE SOFTWARE. YOU MAY HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

8. Confidentiality. You acknowledge that information disclosed to you regarding methodologies, the Software, the terms of this EULA, and all information disclosed by PROSTAT to you and identified in writing as “proprietary” or “confidential” at the time of its disclosure will be considered “Confidential Information”. You will hold the Confidential Information in strict confidence, and will use at least the same effort to prevent disclosure as you use to protect your own proprietary and confidential information of like character, but in no event less than a reasonable degree of care. You will limit disclosure and use of the Confidential Information to those of your employees, consultants and agents as have a need to know such information and who have agreed to maintain the confidentiality of such information in a manner consistent with this Section 8. You promptly will return all copies of the Confidential Information upon termination and as otherwise requested by PROSTAT at any time in writing. If you are required by law to disclose the Confidential Information, you shall notify PROSTAT of the request

and provide PROSTAT with an opportunity to seek a protective order against disclosure. If no protective order is obtained, you will disclose only the minimum amount of information as may be necessary to comply with the requirement. Except for the Software, which shall always be PROSTAT's Confidential Information, Confidential Information does not include information that: (a) comes into the public domain through no breach of confidentiality; (b) you can show was known to your prior to disclosure by PROSTAT; (c) you later receive from a third party having no duty of confidentiality to PROSTAT; or (d) was independently developed by you without the use of the Confidential Information.

9. Limitation of Liability. YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL PROSTAT'S AGGREGATE LIABILITY HEREUNDER, BASED ON ANY THEORY OF LIABILITY OR CAUSE OF ACTION, EXCEED **[FIVE HUNDRED DOLLARS.]** NOTWITHSTANDING ANYTHING SET FORTH IN THIS EULA TO THE CONTRARY, IN NO EVENT SHALL PROSTAT BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST REVENUES OR LOST SAVINGS OR DATA LOSS, EVEN IF PROSTAT HAS BEEN ADVISED, KNOWS OR SHOULD KNOW OF THE POSSIBILITY OF SUCH DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS EULA, WHETHER IN AN ACTION SOUNDING IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY.

10. Other Provisions. PROSTAT shall not be liable for any delays resulting from circumstances or causes beyond its control, including, without limitation, fire or other casualty, acts of God, acts of terrorism, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority. No action, regardless of form, arising under or relating to this EULA, may be brought by you more than one (1) year after the cause of action has accrued. The parties

understand and agree that each of the parties hereto is an independent contractor and that neither party is, nor shall be considered to be, an agent, distributor or representative of the other. This EULA shall be binding on the parties and their respective permitted successors and assigns. You may not assign this EULA without the written consent of PROSTAT. Whenever under this EULA one party is required or permitted to give notice to the other, such notice shall be in writing and deemed given upon the earlier of (a) delivery; (b) four (4) calendar days after such notice is mailed by registered or certified mail, return receipt requested, postage prepaid; or (c) one (1) business day after deposit with a national overnight courier for next business day delivery. Notice to you shall be provided to the addresses set forth **[on your purchase order or other documentation provided to PROSTAT when you purchased the equipment containing the Software].** Notice to PROSTAT shall be provided to: **[complete]** This EULA will be governed by the laws of the State of Illinois, without regard to any conflicts of law principles applied in that state. Any suit or proceeding relating to this EULA shall be brought only in Chicago, Illinois. This EULA constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all other oral or written representations, understandings or agreements (including any purchase orders) relating to the subject matter hereof. If any provision of this EULA is declared or found to be illegal, unenforceable or void, then such provision shall be null and void but each other provision hereof or thereof not so affected shall be enforced to the full extent permitted by applicable law. No delay or omission by any party in enforcing its rights or remedies under this EULA shall impair such right or remedy or be deemed to be a waiver thereof. No waiver of any right or remedy under this EULA with respect to any occurrence or event on one occasion shall be deemed a waiver of such right or remedy with respect to such occurrence or event on any other occasion. The provisions of Sections 1, 3 and 6 - 10 shall survive the termination or expiration of this EULA for any reason.