

END-USER LICENSE AGREEMENT FOR LABDAQ®

IMPORTANT -- READ CAREFULLY:

This End-User License Agreement ("Agreement") is a legal contract between the Company or individual that has purchased this license ("You") and Antek Healthware, LLC ("Antek Healthware") for the software identified above, which includes computer software, all accessory software and, as applicable, associated media, printed materials, and "online" or electronic documentation (the "Software"). Antek Healthware may distribute licenses to You software of its licensors, including but not limited to Antek LabDAQ, LLC, Antek DAQbilling, LLC, and/or Oracle Corp., and some of these third party software programs may include source code (ascii text version of the Software). You agree that the term "Software" as used herein includes such source code, and that Your rights to use the source code so provided shall be governed by the terms of this Agreement. You further expressly agree that Antek Healthware's licensors, including but not limited to Antek LabDAQ, LLC, Antek DAQbilling, LLC, and Oracle Corp., are intended third party beneficiaries of this Agreement.

BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE, YOU INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, INCLUDING THE WARRANTY DISCLAIMERS, LIMITATIONS OF LIABILITY AND TERMINATION PROVISIONS BELOW. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MUST NOT INSTALL OR USE THE SOFTWARE, AND YOU MUST RETURN THE SOFTWARE AND ALL ACCOMPANYING HARDWARE TO ANTEK HEALTHWARE WITHIN THIRTY (30) DAYS OF RECEIPT.

Antek Healthware, or its licensors, own all title and copyrights in and to the Software and all copies thereof (including, without limitation, any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the Software), and the accompanying media and printed materials, which are protected by U.S. Copyright Laws and international treaty provisions. Any reproduction or use of the Software other than as expressly permitted herein is strictly prohibited. Reproduction, disassembly of embodied computer programs or algorithms, decompilation, or reverse engineering is strictly prohibited. All trademarks or service marks referenced herein or in the Software are the property of the respective owners and may not be used or displayed except as they subsist in the Software or in the user interfaces. All rights not expressly granted are reserved.

THIS IS A LICENSE, NOT A SALE. AT ALL TIMES, OWNERSHIP OF THE SOFTWARE (INCLUDING COPIES THEREOF) AND ALL INTELLECTUAL PROPERTY RIGHTS THEREIN SHALL REMAIN WITH ANTEK HEALTHWARE AND ITS LICENSORS. THIS SOFTWARE IS PROVIDED UNDER THE FOLLOWING LICENSE, WHICH DEFINES WHAT YOU MAY DO WITH THE SOFTWARE AND CONTAINS LIMITATIONS ON WARRANTIES AND/OR REMEDIES. ALL RIGHTS NOT GRANTED TO LICENSEE IN THIS LICENSE ARE EXPRESSLY RESERVED BY ANTEK HEALTHWARE.

I. LICENSE: Upon payment of all license fees and subject to the terms of this Agreement, Antek Healthware grants to You a license to load the Software into the memory of the computer on which it was licensed to be installed and to operate the Software one person at a time, on one computer at a time, in accordance with the Software documentation and instructions for use. You may install, access and use the Software at that location solely within the scope of the purpose of the Software and solely for Your internal business operations. If You are a private business rather than an individual, You may authorize employees of Your business to use the Software, but only one person at a time, on one computer at a time, per license purchased. If You outsource your IT operations, you must contact Antek for permission to allow a third party contractor to install, operate and use the Software. In addition, You may make up to two (2) additional copies of the Software and Documentation solely for the purpose of disaster recovery and disaster recovery testing, and one (1) such copy may be stored off site. Except for the single disaster recovery copy of the Software and Documentation that may be stored offsite, all other copies of the Software and Documentation must reside solely on computers or other electronic equipment and media in Your possession.

II. TRANSFERS: You may transfer the Software to a third party only if all of the rights under this Agreement are transferred and You cease all use of the Software, and erase or destroy all copies (including the hard disk copy) of the Software, and the transferee agrees in a signed and binding writing to the terms and conditions of this Agreement (this right, however, does not include the right to transfer any prior version of the Software apart from any upgrade, release or other subsequent version).

III. PROHIBITED CONDUCT: You may not (and you hereby covenant not to): (i) Use, display, distribute, or publish the Software or make copies of it except as permitted in this Agreement; (ii) Translate, reverse engineer, adapt, decompile or disassemble the Software, or attempt to create the source code from the object code for the Software, or create derivative works from the Software, or publish or disclose any results of benchmark tests run on the Software; (iii) Rent, lease, assign, transmit, provide

service bureau, timeshare, subscription service or hosted application access to, lend, grant a security interest in, transfer or re-sell the Software or any portion thereof except as set out in Item II above; (iv) Modify the Software or merge all or any part of the Software with another program or software-related product; or (v) Make any illegal use of the Software, such as modifying it to act like a virus, worm or other program that, when run, loaded into memory, viewed, or otherwise instantiated, would do anything to the recipient's computer that was not part of the original Software as distributed by Antek Healthware.

IV. COMPLIANCE WITH LAW; FDA NOTICE: You agree to comply with all applicable laws, rules and regulations regarding use of the Software, including but not limited to all rules and regulations of the United States Food and Drug Administration, Part 21, Code of Federal Regulations. Without limiting the scope of Your obligations under applicable law, You agree to have a competent and properly trained technician review every report generated by the Software. Neither Antek Healthware nor any of its licensors shall be liable for Your failure to comply with applicable law or failure to have properly trained and competent technicians review reports generated by the Software, and you agree to indemnify, defend and hold harmless Antek Healthware and its licensors, agents, employees and contractors from and against any liability, claim, damages, expenses (including attorneys' fees) or other amounts arising from Your negligent or intentional act or omission or other failure to comply with applicable law.

V. SUPPORT: Upon receipt of full and timely payment therefor, Antek Healthware will provide You with support services related to the Software ("Support Services"). Antek Healthware's provision of Support Services is governed by Antek Healthware policies and programs described in the Software user manual, in "online" documentation, and/or in other Antek Healthware-provided materials, and is conditional upon Antek Healthware's receipt of fully and timely payment for such services. Any supplemental software code 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 Agreement.

VI. TERM AND TERMINATION: This License shall automatically terminate if You fail to comply with any term or condition of this Agreement or any other agreement You have with Antek Healthware regarding the Software. Additionally, this License shall terminate upon Antek Healthware's election if You, or anyone on Your behalf, fail to pay in full the one-time license fee associated with Your use of the Software; provided however that, if a third party was to pay the one-time license fee associated with Your use of the Software, You may remit payment of the amount in default to avoid termination of this License. Upon any termination of this License You agree to destroy or return to Antek Healthware all copies of the Software. Without prejudice to any other rights, in the event of any such termination of this Agreement, Antek Healthware may suspend or deactivate Your use of the Software with or without notice. The Limitations of Warranties and Liability set out below shall continue in force even after any termination.

VII. DISCLAIMER OF WARRANTIES: THE SOFTWARE AND THE ACCOMPANYING FILES AND DOCUMENTATION IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. OTHER THAN AS EXPRESSLY SET FORTH HEREIN, NEITHER ANTEK HEALTHWARE NOR ANY OF ITS LICENSORS (INCLUDING BUT NOT LIMITED TO ORACLE CORP.) MAKE ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, WHETHER ORAL OR WRITTEN, AND ANTEK HEALTHWARE AND ITS LICENSORS EXPRESSLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, ANY IMPLIED WARRANTY AGAINST INFRINGEMENT AND ANY IMPLIED WARRANTIES ARISING UNDER SUBTITLE 4 OF TITLE 22 OF THE MARYLAND ANNOTATED CODE COMMERCIAL LAW ARTICLE. THERE IS NO WARRANTY THAT ANY INFORMATION, COMPUTER PROGRAM, OR ANY EFFORTS, SYSTEM OR INFORMATION PROVIDED BY ANTEK HEALTHWARE OR ITS LICENSORS WILL FULFILL ANY OF YOUR PARTICULAR PURPOSES OR NEEDS.

VIII. DISCLAIMER OF RESULTS: Good data processing procedure dictates that any program be thoroughly tested with non-critical data before relying on it. The user must, and You expressly agree to and shall, assume the entire risk of using the Software. ANTEK HEALTHWARE AND ITS LICENSORS DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE OR THE ACCOMPANYING FILES AND DOCUMENTATION. FURTHER, NEITHER ANTEK HEALTHWARE NOR ITS LICENSORS (INCLUDING BUT NOT LIMITED TO ORACLE CORP.) SHALL BE LIABLE FOR THE QUALITY OR ACCURACY OF INFORMATION PROVIDED BY YOU OR ANY THIRD PARTY FOR OR VIA THE SOFTWARE NOR FOR ANY INACCURATE RESULTS DUE TO THE SOFTWARE'S PROCESSING OF ANY SUCH INACCURATE OR DEFECTIVE DATA.

IX. LIMITATION OF LIABILITY: ALL LIABILITY OF ANTEK HEALTHWARE AND ITS LICENSORS (INCLUDING BUT NOT LIMITED TO ANTEK LABDAQ, LLC, ANTEK DAQBILLING, LLC, ANY RELATED ANTEK COMPANY AND ORACLE CORP.) WILL BE LIMITED EXCLUSIVELY TO REPLACEMENT OF YOUR COPY OF THE SOFTWARE WITH ANOTHER COPY OR REFUND OF THE INITIAL LICENSE FEE ANTEK HEALTHWARE

RECEIVED FROM YOU FOR THE DEFECTIVE COPY OF THE SOFTWARE, IN ANTEK HEALTHWARE'S SOLE AND ABSOLUTE DISCRETION. IN NO EVENT WILL ANTEK HEALTHWARE OR ANY OF ITS LICENSORS BE LIABLE TO YOU FOR ANY COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS OR LOST SAVINGS, EVEN IF THEY HAVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. THE LIMITATIONS IN THIS SECTION SHALL APPLY WHETHER OR NOT THE ALLEGED BREACH OR DEFAULT IS A BREACH OF A FUNDAMENTAL CONDITION OR TERM OR A FUNDAMENTAL BREACH AND REGARDLESS OF WHETHER ANY REMEDY PROVIDED FAILS OF ESSENTIAL PURPOSE.

X. INDEMNIFICATION: You agree that, if You engage in any misuse of the Software in a manner that causes a third party (or the government) to make a claim against Antek Healthware as a proximate result of Your actions or inactions, You will indemnify, defend and hold harmless Antek Healthware and its parent and subsidiary entities, employees, officers, directors and contractors from and against any and all such damages, claims, costs and expenses (including reasonable attorneys' fees).

XI. RESTRICTED RIGHTS: The Software is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software – Restricted Rights at 48 CFR 52.227-19, as applicable. The manufacturer for such purposes is Antek, Inc.

XII. EXPORT CONTROLS: This Software is a not for export product. Therefore, unless You have exemption from the United States Department of State, the following applies: THE PROGRAM MAY NOT BE EXPORTED OUTSIDE OF THE UNITED STATES OR TO ANY FOREIGN ENTITY OR "FOREIGN PERSON" AS DEFINED BY THE U.S. GOVERNMENT REGULATIONS, INCLUDING WITHOUT LIMITATION, ANYONE WHO IS NOT A CITIZEN, NATIONAL OR LAWFUL PERMANENT RESIDENT OF THE UNITED STATES. BY USING THE PROGRAM, YOU ARE WARRANTING THAT YOU ARE NOT A "FOREIGN PERSON" OR UNDER THE CONTROL OF A "FOREIGN PERSON."

XIII. AUDIT: You hereby authorize Antek Healthware or its licensors, upon reasonable advance notice, to audit Your compliance with this Agreement, including but not limited to the right to inspect Your computer systems for evidence of installation or use of the Software on Your computers. The audit may be conducted by contractors retained by Antek Healthware or its licensors, and may require physical access to your computers. You agree to cooperate fully and to provide such access passwords or other access controls to perform such audit.

XIV. GENERAL: This Agreement (and any previously executed Non Disclosure Agreement or other confidentiality agreement) constitute the entire agreement between You and Antek Healthware, superseding any other agreement or discussions, oral or written, and may not be changed except by a signed agreement. This Agreement and this License shall be governed by and construed in accordance with the laws of the State of Maryland, exclusive of its conflicts of laws provisions. The parties specifically agree that the Maryland Uniform Computer Information Transactions Act does not apply to this license. The exclusive forum for any disputes arising out of or relating to this License shall be an appropriate federal or state court located in Baltimore, Maryland. If any provision of this Agreement is declared by a Court of competent jurisdiction to be invalid, illegal, or unenforceable, such a provision shall be severed from this Agreement and the other provisions shall remain in full force and effect. Should You have any questions concerning this Agreement, or if You desire to contact Antek HealthWare for any reason, please contact Legal Department, Antek Healthware, LLC, 228 Business Center Drive, Reisterstown, MD 21136, 1-800-359-0911 (phone), 410-517-0331 (fax), Legal@antekhealthware.com (email).