



OXY-17[®] END USER/LICENSE AGREEMENT

This Oxy-17[®] End User / License Agreement (Collectively the “ Agreement”) is a legal agreement between you (“You”) and Rockland Technimed Limited (as defined below) (together the “ Parties” and individually a “ Party”), BY INDICATING YOUR ACCEPTANCE BY BREAKING THE SEAL ON THE SUPPLIED OXYGEN-17 GAS, OR USING THE OXYGEN-17 GAS, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT, IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT THE TERMS OF THIS AGREEMENT , PLEASE CONTACT US via email at staff@technimed.com. IF PRIOR TO USING YOU DECIDE THAT YOU ARE UNWILLING TO AGREE TO THE TERMS OF THIS AGREEMENT, PROMPTLY RETURN THE OXYGEN-17 AND ALL ACCOMPANYING ITEMS (INCLUDING WRITTEN MATERIALS, PACKAGING, ETC) TO ROCKLAND TECHNIMED LTD OR FROM WHOM YOU OBTAINED OXY-17[®]

"Patent notice": The use of O-17-gas for imaging of tissue of a subject in a Proton Magnetic Resonance Imaging System is subject to patents held by Rockland Technimed Ltd., Maratha House, 3 Larissa Court, Airmont, New York 10952, USA. For the use of the O-17-gas in medical imaging, supplied according to this offer, the buyer of O-17-gas is potentially liable for infringement of one or more patents held by Rockland Technimed Ltd. without this End user license.

1.0 Definitions

1.1 Oxy-17[®] is Oxygen-based diagnostic agents, preparation and substances for medical purposes namely, contrast media for medical imaging for use with MRI diagnostic apparatus, and diagnostic scanning agents in the nature of contrast media for use in In Vivo imaging.

1.2 Rockland Technimed Ltd is the owner of U.S. Patent No. 7,410,634 among others entitled Method for Introducing Oxygen-17 Into Tissue for Imaging In A Magnetic Resonance Imaging System which describes the use of Oxy-17[®] in conjunction with an MRI scanner; and Tissue Metabolic Stress Monitoring.

2.0 Supply of Oxy-17[®]

2.1 The sale of Oxygen-17 gas in high enrichment to you by Rockland Technimed Ltd or its agents is for use by you in medical imaging in conjunction with a Magnetic Resonance Imager.

3.0 Break License Agreement

3.1 You agree that when the seal on the Oxygen-17 container supplied by us or our agents is broken the rights and obligations set forth herein are in effect. By the act of breaking the seal you acknowledge that this Agreement has been read and understood and that you are bound by the terms and conditions set forth herein. You further agree that this Agreement is the complete and exclusive statement of the agreement, either oral or written, and any other communication between the parties hereto relating to the subject matter of this Agreement. You further agree that if we are required to engage in any proceeding, legal or otherwise to enforce our rights under this agreement we shall be entitled to recover from you reasonable attorney fees, costs and disbursements.

4.0 Grant of Rights

4.1 Subject to the terms of this Agreement Rockland Technimed Limited hereby grants to you a limited use royalty free license under the U.S. Patent No. 7,410,634. This license grant is limited to use by you of Oxy-17[®] in conjunction with an MRI scanner.

4.2 No other use is granted herein and you are specifically prohibited from sub-licensing or assigning the rights granted you by this Agreement.

5.0 Improvements

5.1 Any improvements, including enhancements or refinements of the U.S. Patent No. 7,410,634 which may be made by you during your use of Oxy-17[®] are owned jointly by both you and Rockland Technimed Limited, provided however you must promptly notify us of any such Improvements in sufficient time for Rockland Technimed Limited to file for protection of any intellectual property rights associated with such Improvements prior to its being used in any publication or presentation.

5.2 You shall have a royalty free license for use of the Improvements in your facilities only. We shall, at our option, have the right to exclusively use such Improvements on terms satisfactory to both of us.

6.0 Reports by You

6.1 You agree to provide us a copy of your protocol for the use of Oxy-17[®] and all subsequent presentations or publications of findings prior to their public disclosure.

6.2 The right to publish is solely yours however, we retain the right to protect any and all IP that is associated with the use of Oxy-17[®].

7.0 Assistance by Us

7.1 We will provide you with necessary assistance in the use of Oxy-17[®] for your use.

7.2 The amount of assistance provided will be at the discretion of Rockland Technimed Limited.

8.0 Proprietary Information and Secrecy.

Both of us agree that all information, whether oral, written, or in other recorded form, which it has received, or will receive, from the each other (the "Information"), shall be kept confidential by the one receiving it and, without the prior written consent of the other who is disclosing it, shall not be divulged to others, provided, however, both of us shall have the right to make such Information available to our internal staff , who shall be obligated to use the same degree of care to hold such Information confidential as they normally use to preserve and safeguard their own confidential information. Nothing herein contained, however, shall be construed as requiring either of us to keep confidential any Information which:

- a) is already known to the recipient of the Information at the time of its receipt;
- b) has become available to the public through no fault of the receiving party;
- c) has been lawfully disclosed to the receiving party, without restriction, by a third party who at the time of such disclosure was lawfully in possession of the Information and was lawfully entitled to divulge same;
- d) is disclosed by the disclosing party to a third party without imposing restrictions similar to those contained herein, or
- e) is independently developed by the receiving party without any use of Information

9.0 Confidentiality. The obligation to keep information confidential expressed above shall survive termination of this Agreement and shall expire five (5) years from the termination date.

10.0 Term and Termination

10.1 Term. This agreement shall terminate when the Oxy-17[®] supplied to you has been fully used by you.

11.0 Miscellaneous

11.1 Indemnification. You shall indemnify, defend, and hold harmless Rockland Technimed Limited and its officers, directors, agents and employees and their respective successors, assigns and legal representatives (the "Indemnitees"), against any liability, damage, loss, or expense (including reasonable attorneys fees and expenses of litigation) incurred by or imposed upon any of the Indemnitees in connection with any claims, suits, actions, demands or judgments arising out of any theory of liability (including without limitation actions in the form of tort, warranty, or strict liability and regardless of whether such action has any factual basis) concerning any product, process, or service that is made, used, or sold pursuant to any right or license granted under this Agreement; provided, however, that such indemnification shall not apply to any liability, damage, loss or expense to the extent directly attributable to (i) the negligent activities or intentional misconduct of the Indemnitees or (ii) the settlement of a claim, suit, action, or demand by Indemnitees without the prior written approval of You.

11.2 Representations and Warranties. We represent and warrant that we have the corporate authority to grant the rights and licenses set forth in this Agreement. You represent and warrant that you have the corporate authority to enter into this Agreement.

11.3 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party.

11.4 Amendment and Waiver. This Agreement may be amended, supplemented, or otherwise modified only by means of a written instrument signed by both parties. Any waiver of any rights or failure to act in a specific instance shall relate only to such instance and shall not be construed as an agreement to waive any rights or fail to act in any other instance, whether or not similar.

11.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware irrespective of any conflicts of law principles.

11.6 Notice. Any notices required or permitted under this Agreement shall be in writing, shall specifically refer to this Agreement, and shall be sent by hand, recognized national overnight courier, confirmed facsimile transmission, or registered or certified mail, postage prepaid, return receipt requested, to the following addresses or facsimile numbers of the parties:

All notices under this Agreement shall be deemed effective upon receipt. A party may change its contact information immediately upon written notice to the other party in the manner provided in this Section.

For the End User; the purchasing agent or signer of the purchase order for the End User, as listed on the issued purchase order, unless otherwise specified.

For Rockland Technimed Ltd. Sales Manager, Rockland Technimed Ltd, Maratha House, 3 Larissa Court, Airmont, NY, USA, Tel 845-426-3406 Fax 845-436-1109

11.7 Severability. In the event that any provision of this Agreement shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect any other provision of this Agreement, and the parties shall negotiate in good faith to modify the Agreement to preserve (to the extent possible) their original intent. While the dispute is pending resolution, this Agreement shall be construed as if such provision were deleted by agreement of the parties.

12.0 Entire Agreement

12.1 This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements or understandings between the parties relating to its subject matter.

IN WITNESSES WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

Rockland Technimed Limited

Signature
By _____
Title _____
Date _____

End User

Signature
By _____
Title _____
Date _____

Note Oxy-17® is a registered Trade Mark of Rockland Technimed Ltd for: Oxygen-based diagnostic agents, preparations and substances for medical purposes, namely, contrast media for medical imaging for use with MRI diagnostic apparatus, and diagnostic scanning agents in the nature of contrast media for use in In-Vivo imaging.

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