

MedicalRF.Com End User License Agreement

Applies to Images Purchased online and on CD ROM.

THIS AGREEMENT is made on the day of purchase BETWEEN [MedicalRF.com] of 4 Airfield Manor, Donnybrook, Dublin 4, Ireland (hereinafter called "the Company") of the one part and you the user (herein after referred to as "the Licensee") of the other part. In consideration of you paying the agreed license fee and in consideration of your agreeing to be bound by the terms and conditions contained in this legal agreement, the Company agrees to allow you to use the 3D image's (the "Images") in the manner permitted by this Agreement on the terms and conditions as follows :

1 Grant of Rights

1.1 In consideration of the obligations, warranties and undertakings of the Licensee in this Agreement, and subject to and conditional upon their full and timely performance and observance, the Company grants to the Licensee a non-transferable non-exclusive license to use the Images.

1.2 The Images may be accessed and used by up to 10 employees of the Licensee, on a computer network. For sharing on larger networks, an upgrade license is required. The Licensee's sub-contractors may reproduce the Images, subject always to the provisions (including, without prejudice to the generality of the foregoing, restrictions on use) contained in this Agreement. For the avoidance of doubt, Licensee may not sub-license the Images to any party.

1.3 The Company reserves the right to revoke the license to use the Images for good cause and elect to replace such Images with alternative images. Upon notice of any revocation of a license for any Images, Licensee shall immediately cease using such Images and shall ensure that its clients and customers do likewise.

2. Warranties of the Company

The Company warrants, agrees and undertakes with the Licensee that the Images are free from defects in material and workmanship for 30 days from delivery. The sole and exclusive remedy for a breach of the foregoing warranty is the replacement of the Images. The company makes no other warranties, express or implied, regarding the images, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose. The company shall not be liable to licensee or any other person or entity for any general, punitive, special, direct, indirect, consequential or incidental damages, or lost profits or any other damages, costs or losses arising out of licensee's use of the images, this agreement, any invoice regarding the images or otherwise, even if the company has been advised of the possibility of such damages, costs or losses.

3. Remuneration

3.1 Unless credit terms have specifically been agreed directly between the Company and the Licensee, the Licensee agrees to pay in advance for the licensed use of the Images as agreed under the terms of this Agreement in advance of any use of the Images.

3.2 Unless credit terms have specifically been agreed directly between the Company and the Licensee, the Licensee agrees that permission to use the Images will only be deemed to have been given after receipt by the Company of the agreed remuneration, and the Licensee fully accepts that the Licensee has no right to use the Images in any manner until the said remuneration has been paid. Where credit terms have been specifically agreed between the Company and the Licensee, the Licensee agrees that permission to use the Images shall be deemed to be revoked where the Licensee is in default of payment to the Company under those terms.

4. Warranties of the Licensee

The Licensee warrants and undertakes, confirms and agrees with the Company :

4.1 That all rights of a proprietary and copyright nature and title in and to the Images are expressly acknowledged as the property of the Company and subject only to the non exclusive , non-transferable license contained in this Agreement, which does not confer any copyright or proprietary rights of any nature whatsoever on the Licensee aside from the uses specified in this Agreement.

4.2 The Licensee shall use the Images in accordance with all applicable laws and in the manner and in the context agreed by the Company and as outlined in this Agreement and shall not by any act or omission impair or prejudice the copyright in the Images, or violate any moral right or deal with the Images so that any third party might obtain any lien or other right of whatever nature incompatible with the rights of the Company, and nothing may be superimposed, inserted, transposed, merged or added to the Images which could be regarded as derogatory, offensive, blasphemous, defamatory, libelous, obscene or pornographic , nor may they be altered or distorted in any way or used in any fashion which could be regarded as derogatory, offensive, blasphemous, defamatory, libelous, obscene or pornographic. Furthermore, no part, segment or piece of the Images, no matter how small, may be used or merged in connection with other images or artwork so as to create a new image, which could be regarded as derogatory, offensive, blasphemous, defamatory, obscene, pornographic or libelous.

4.3 The Licensee shall ensure that all copies of the Images published and distributed by the Licensee shall contain full and accurate copyright notices, credit attributions and acknowledgments that the copyright is retained in the Images by the Company, and that reproduction is permitted under limited license from the Company.

4.4 The Licensee shall give full particulars to the Company as soon as the Licensee becomes aware of any actual or threatened claim by any third party in connection with the Images.

4.5 The Licensee shall retain total control and possession at all times of the Images and ensure that these are kept in safe and secure storage facilities and shall not allow the Images to fall into the hands of third parties who are not licensed by this Agreement. The Licensee may not sell, license or distribute its work in such a way that Licensee's customer can extract or access the Images as a stand-alone file.

4.6 The Licensee shall ensure that the Images are not incorporated into a logo, trademark or service mark.

4.7 The Licensee shall indemnify and keep fully indemnified the Company from and against all actions, proceedings, claims, demands, costs (including any legal costs compensation costs and disbursements paid by the Licensee on the advice of their legal advisors to compromise or settle any claim), awards and damages arising directly or indirectly as a result of any breach or non-performance by the Licensee of any of the Licensee's undertakings, warranties or obligations under this Agreement.

4.8 The Licensee warrants and undertakes not to assign or license the use of the Images or any portion thereof for any purpose other than those purposes specifically agreed between the Company and the Licensee under this Agreement. In particular, the Licensee may not loan, rent, hire or otherwise transfer or purport to transfer the right to use the Images in any way to any other person or entity.

4.9 The Licensee accepts and warrants that its use of the Images shall not infringe any third party rights, of any nature, and any liability for the infringement of third party rights, of whatsoever nature, shall rest with the Licensee. The Company grants no rights and makes no warranties with regard to the use of names, trademarks, trade dress, registered, unregistered or copyrighted designs or works of art or

architecture depicted in the Images, and Licensee must satisfy itself that all the necessary rights or consents regarding any of the above, as may be required for reproduction, have been obtained.

4.10 Use of any Image(s) in any electronic template or application, including those that are web-based, where the purpose is to create multiple impressions of an electronic or printed product, included but not limited to, web site designs, presentation templates, electronic greeting cards, business cards or any other electronic or printed matter without obtaining such a license for such purpose is prohibited.

4.11 The Company does not guarantee or state explicitly or implicitly that all images are 100% Medically accurate and the licensee shall indemnify and keep fully indemnified the Company from and against all actions, proceedings, claims, demands, costs (including any legal costs compensation costs and disbursements paid by the Licensee on the advice of their legal advisors to compromise or settle any claim), awards and damages arising directly or indirectly associated with the Medical accuracy of Company's images.

5. Determination

It shall constitute repudiation by the Licensee of its obligations under this Agreement if :

5.1 The Licensee fails to pay any amount due under this Agreement within two weeks of the due date.

5.2 The Licensee is in breach of any other term of this Agreement.

5.3 Any of the Licensee's representations shall prove to have been incorrect.

5.4 The Licensee is declared or becomes insolvent or bankrupt, or the Licensee is put into examinership, receivership, administration or liquidation. The Company reserves the right to accept such repudiation on the part of the Licensee and to determine the license Agreement forthwith and to demand the immediate return of all Images in whatever form supplied or held created or produced by the Licensee.

6. Miscellaneous

6.1 The provisions of this Agreement shall be governed by and construed in accordance with the laws of Ireland, whose courts shall be the courts of sole jurisdiction in relation to this Agreement. Notwithstanding the foregoing, the Company shall have the right to commence and prosecute any legal or equitable action or proceeding before any court of competent jurisdiction to obtain injunctive or other relief against Licensee.

6.2 This Agreement contains the full and complete understanding between the parties, and supersedes all prior arrangements and understandings whether written or oral appertaining to the subject matter of this Agreement, and may not be varied except by an instrument in writing signed by all the parties to this Agreement. If one or more of the provisions contained in the Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected. Such provisions shall be amended only to the extent necessary to make the Agreement enforceable.

6.3 The United Nations Convention on Contracts for the International Sale of Goods does not govern this Agreement.