

SOFTWARE LICENSE AND SUPPORT AGREEMENT ("*Software Agreement*") as and between LANGUAGE LINE SERVICES, INC. in cooperation with BiMEDICAL.NET LLC (jointly, "Owner") and the Customer identified below ("You" or "Your")

1. LICENSE. Owner grants to You a non-exclusive and non-transferable license (without the right to grant sublicenses) to use the BiMedical.net software program ("Software") for internal business purposes only, and to use any manuals or other user documents ("Documents") in connection with use of the Software. Except as explicitly expressed in this Section, nothing contained in this Agreement transfers to You any license or rights in the Software, and all rights not expressly granted are retained and reserved by Owner.

2. LICENSE RESTRICTIONS. You agree that You will not yourself, or through any parent, subsidiary, affiliate, agent or other third party: (i) sell, lease, license, sublicense, encumber or otherwise transfer to others any rights in any portion of the Software or Documents; or (ii) write or develop any derivative works based on the Software or Documents.

3. Rights Acknowledgement. You agree that Owner is the sole and exclusive owner of all rights of every kind in the Software, including all intellectual property rights, now known or which later come into existence. You agree that this license does grant to you any rights in any of these intellectual property or other rights in the Software or Documents, other than the non-exclusive, non-transferable, non-terminable license described in Section 1.0, which license automatically terminates with the termination of this Software Agreement.

4. PAYMENTS. In exchange for the Software licenses and Product Support, You shall pay Owner the fees, in U.S. Dollars, in the amount and on the terms and conditions set out in Attachment "A" to his Agreement. You shall be solely responsible for paying all federal, state, local, value-added, sales, withholding, use and similar taxes (excluding U.S. taxes based on Owner's net income) arising out of the transactions contemplated by this Agreement.

5. PRODUCT SUPPORT. Upon payment to Owner of the fees identified in Attachment "A", You shall be entitled to receive Product Support pursuant to Owner's then current policies, terms and conditions.

6. WARRANTY AND LIMITATION OF LIABILITY

6.1 Warranty. Owner warrants to You for the term of this Agreement that the Software will perform substantially in accordance with the Documents. Owner does not warrant that the Software will operate in combination with other software selected by You, or that the Software will operate uninterrupted or free of non-material errors. If the Software does not perform as warranted, Your sole and exclusive remedy shall be as follows: Owner shall undertake reasonable efforts to correct the Software, and if after undertaking such reasonable efforts, Owner determines that it is unable to correct the Software, Owner shall terminate this Agreement and, provided that You have paid the Monthly Fee identified on Attachment "A" for the month in which termination occurs, refund the Monthly Fee for that month. Owner further warrants that Product Support will be performed in a professional and workmanlike manner. No employee, agent, representative or affiliate of Owner has authority to bind Owner to any oral representations or warranty concerning the Software or Product Support. Any written representation or warranty not expressly contained in this Agreement is not authorized and is unenforceable.

6.2 Disclaimers. Except as set forth in Section 5.1, Owner makes no warranties, whether express, implied, or statutory, regarding or relating to the Software or the Documents, or any materials or services furnished or provided to You under this Agreement, including Product Support. TO THE FULL EXTENT ALLOWED BY LAW, OWNER SPECIFICALLY DISCLAIMS ALL EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE (EVEN IF OWNER HAS BEEN INFORMED OF SUCH PURPOSE).

6.3 Liability Limitations. IN NO EVENT WILL OWNER BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE SOFTWARE OR PRODUCT SUPPORT SERVICES PROVIDED HEREUNDER OR ANY DELAY IN DELIVERY OR FURNISHING THE SOFTWARE OR SAID SERVICES. OWNER'S MAXIMUM AGGREGATE LIABILITY (WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER FORM OF LIABILITY) FOR DAMAGES OR LOSS, HOWSOEVER ARISING OR CAUSED, WHETHER OR NOT ARISING FROM OWNER'S NEGLIGENCE, SHALL IN NO EVENT BE GREATER THAN (A) IN THE EVENT SUCH LOSS OR DAMAGE IS NOT RELATED TO PRODUCT SUPPORT, THE LICENSE FEE, OR (B) IN THE EVENT SUCH LOSS OR DAMAGE IS RELATED TO PRODUCT SUPPORT, THE SUPPORT FEES PAID BY YOU ALLOCABLE TO THE THEN CURRENT ANNUAL SUPPORT TERM.

7. INDEMNIFICATION

7.1 Infringement Indemnification. Owner agrees to either defend or settle, at its expense and discretion, any claim, demand, threat, suit or proceeding (collectively, "Claim") against You that the Your authorized and proper use of the Software, directly infringes or misappropriates any United States patent issued as of the Effective Date, copyright, trade secret or other proprietary right, protected under United States law, of any third party and shall pay any final judgments awarded or settlements entered into, provided that You give prompt written notice to Owner of any such Claim and gives Owner the authority to proceed as contemplated herein. Owner will have the exclusive right to defend any such Claim and make settlements thereof at its own discretion, and You may not settle or compromise such Claim, action or allegation, except with prior written consent of Owner. You shall give such assistance and information as Owner may reasonably require to settle or oppose such Claims. In the event any such Claim is brought or threatened, Owner may, at its sole option and expense: (i) procure for You the right to continue use of the Software or infringing part; (ii) modify or amend the Software or infringing part, or replace the Software or infringing part with other software having substantially the same or better capabilities; or (iii) if neither of the foregoing is commercially practicable, terminate this Agreement with respect to the infringing part of the Software and, provided that You have paid the Monthly Fee identified on Attachment "A" for the month in which termination occurs, refund the Monthly Fee for that month.

7.2 Limitations; Exclusive Remedy. The obligations of Owner under Section 6.1 shall not apply to the extent the infringement arises from and would not have occurred but for: (i) modifications made to the Software other than by Owner; (ii) Your failure to implement enhancements as required by Owner; or (iii) use of the Software in connection with any third party software or computer equipment. THE REMEDIES SET FORTH IN THIS SECTION 6 SHALL BE YOUR SOLE AND EXCLUSIVE REMEDIES IN THE EVENT OF AN INFRINGEMENT CLAIM RELATING TO THE SOFTWARE OR PRODUCT SUPPORT.

8. TERM AND TERMINATION. The term of this Software Agreement is one year from the Effective Date. Upon termination for any reason, the license granted in Section 1.1 shall terminate immediately without notice, and You shall immediately pay all amounts due to Owner through the date of termination, and shall immediately discontinue use of the Software. Within such period, Owner shall also return any You Confidential Information. SECTION 5 ("PAYMENTS"), Subsection 5.1 ("Warranty"), Subsection 5.2 ("Warranty Conditions and Limitations"), Subsection 5.3 ("Disclaimers"), Subsection 5.4 ("Liability Limitations"), Subsection 5.5 ("Exclusion of Unauthorized Warranties"), and SECTION 7 ("TERM AND TERMINATION") shall survive any termination or expiration of this Agreement.

9. GENERAL TERMS. This Agreement is the parties' entire agreement relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification to this Agreement will be binding unless in writing and signed by an authorized representative of each party. If any provision, or part thereof, in this Agreement is held to be invalid, void or illegal, it shall be severed from this Agreement and shall not affect, impair, or invalidate any other provision, or part thereof, and it shall be replaced by a provision which comes closest to the severed provision, or part thereof, in language and intent, without being invalid, void, or illegal.