

Stock License Agreement

YOUR USE OF THE MEDICAL EXHIBITS PURCHASED FROM BIOMED ILLUSTRATIONS LLC™ OR ITS AUTHORIZED AFFILIATES REQUIRES ACCEPTANCE OF THE FOLLOWING LICENSE AGREEMENT. IF YOU DO NOT ACCEPT THESE TERMS, YOU WILL NOT BE PERMITTED TO DOWNLOAD OR USE THE DELIVERED NON-WATERMARKED MEDICAL EXHIBITS.

All non-watermarked medical exhibits, medical animations, stock illustrations or other visual content that you purchase (the "Medical Exhibits") from BioMed Illustrations LLC™ or any of its Affiliated Web Sites ("Web Site") are subject to the terms and conditions set forth below. The Medical Exhibits are protected by United States and international copyright and trademark laws, and no portion of the Medical Exhibits may be reprinted, republished, modified, or distributed in any form except as permitted in this License Agreement. You are prohibited from removing any proprietary notices, including copyright notices, contained on any downloadable or printed materials.

Grant of License

BioMed Illustrations LLC[™], hereby grants you a non-exclusive, non-transferable license to display the Medical Exhibits in connection with presentations, demand letters, settlement negotiations, arbitration and mediation proceedings, and trials in conjunction with a legal case. For purposes of artwork copyright protection, you must provide the name of the Plaintiff and Defendant during the ordering process. Failure to provide this information, or falsifying this information, will be considered to be a violation of this agreement.

Restrictions on Use

You may use the Medical Exhibits from BioMed Illustrations LLC™, for legal case work only, and for no other purpose whatsoever. You may not use any Medical Exhibit or portion of any Medical Exhibit, including the artwork or labels, as a part of any other document, web site, publication, computer program except for the purpose set forth above unless permission is granted by BioMed Illustrations LLC™.

You may not use any Medical Exhibit or any portion of the Medical Exhibit to create any broadcast by any type of television, any type of publication, any presentation on a web page or replication by distribution via email or the Internet or otherwise. You may not alter the Medical Exhibit in any way whatsoever after it is purchased, delivered, or downloaded. You may not remove or attempt to remove any copyright notices, legal notices, electronic safeguards or other items contained within any Medical Exhibit. You may not use, copy, reuse, archive, store or distribute any Medical Exhibit downloaded or delivered by BioMed Illustrations LLC™, except as expressly authorized above or as permitted in writing, signed by an authorized representative of BioMed Illustrations LLC™. You may not use a Medical Exhibit for more than one (1) legal case. You may not sell or sublicense any copy of the Medical Exhibits, in either hard copy or electronic form.

Ownership of Intellectual Property Rights

Any and all intellectual property rights associated with the Medical Exhibits - including without limitation, any inventive concepts, know-how, publicity rights, trademarks, trade dress, trade secrets, copyrights and patents ("Intellectual Property") - are the sole property of BioMed Illustrations LLC™, and except as otherwise expressly authorized by this License Agreement, you may not copy,

reproduce, modify, lease, loan, sell, create derivative works from, upload, transmit, or distribute in any way without BioMed Illustrations LLC™'s prior written permission. Except as provided herein, BioMed Illustrations LLC™ Property. You agree that you will not, directly or indirectly, challenge BioMed Illustrations LLC™ ownership of the Medical Exhibits or any Intellectual Property rights related thereto. You agree to do whatever acts BioMed Illustrations LLC™ may deem necessary or advisable, including the execution of any instruments, to confirm and maintain ownership by BioMed Illustrations LLC™ in Intellectual Property rights in the Medical Exhibits.

Derivative Works

In the event that you create any Derivative Works from the Medical Exhibits when customizing the exhibit with your client's name and/ or by adding radiological films to an existing BioMed Illustrations LLC™ exhibit or by using any other proprietary software to make a revision to BioMed Illustrations LLC™ image or exhibit, the Derivative Works will be permanently catalogued at BioMed Illustrations LLC™ for purposes of monitoring and maintaining copyright interest in the intellectual property.

You hereby assign all right, title and interest in and to such Derivative Works to BioMed Illustrations LLC™.BioMed Illustrations LLC™ shall be the exclusive owner of the Derivative Works and of all rights in the Derivative Works and in any reproductions thereof, including all copyrights, extensions of copyright, and renewals throughout the world.

Warranty

THE MEDICAL EXHIBITS, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN THEM, IS PROVIDED, "AS IS," WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. BIOMED ILLUSTRATIONS LLC, EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, WITH RESPECT TO THE MEDICAL EXHIBITS OR ITS USE AND THE INFORMATION CONTAINED THEREIN, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, CURRENCY, RELIABILITY AND NONINFRINGEMENT OR ANY WARRANTY THAT THE MEDICAL EXHIBITS. ARE FREE OF DEFECTS.

Limitation of Liability

BIOMED ILLUSTRATIONS LLC™ IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO YOUR USE OF THE MEDICAL EXHIBITS OR ANY INFORMATION CONTAINED WITHIN THE MEDICAL EXHIBITS EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE MEDICAL EXHIBITS IS A REFUND OF THE AMOUNT PAID FOR SUCH MEDICAL EXHIBITS. THE FOREGOING REMEDIES UNDER THESE TERMS ARE EXCLUSIVE AND ARE LIMITED TO THOSE EXPRESSLY PROVIDED FOR IN THIS LICENSE AGREEMENT.

Indemnification

You agree to indemnify and hold harmless BioMed Illustrations LLC™ directors and employees, together with their successors, and assigns from any claim, damage, loss, expense, liability, obligation, action or cause of action (including reasonable attorney fees) which the Indemnified Party, may or might sustain, pay or suffer, by reason of any act, omission or negligence by the Indemnifying Party. BioMed Illustrations LLC™ reserves the right to choose legal counsel to represent itself for any purpose including investigation and/or litigation of any claim, or potential claim, made against BioMed Illustrations LLC™.

Jurisdiction and Venue

You expressly agree that the exclusive jurisdiction of any dispute with BioMed Illustrations LLC™, or in any way relating to your use of the Medical Exhibits, resides in the State of Washington and you further agree and expressly consent to the exercise of personal jurisdiction and venue of the federal, district and state courts of Washington in connection with any such dispute, including any claim involving BioMed Illustrations LLC™ or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers and content providers. The terms of this License Agreement are governed by the internal substantive laws of the state of Washington, without respect to conflict of law principles. If any provision of this License Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this License Agreement.

Entire Agreement

This Agreement constitutes the entire understanding and Agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements or understandings between the parties with respect to the subject matter hereof.