SOFTWARE USAGE LICENCE AGREEMENT

Accelerate Technologies Pte Ltd (Company Registration No. 199503187D) of 1 Fusionopolis Way, #19-10 Connexis North, Singapore 138632 (“A*ccelerate”) is authorised to license or otherwise make available the Software described in the Licence Registration Form and its associated documentation by the lawful owner (“the Owner”) thereof. By completing and signing the Licence Registration Form, you agree to be bound by the terms and conditions of this Agreement that will govern your use of the Software. Once the Software is made available to you, A*ccelerate will not be obliged to refund you any monies paid under this Agreement.

1. Licence

1.1 In consideration of the mutual covenants and conditions set forth herein, and where applicable the Licence Fee stated in the Licence Registration Form, you are permitted to:

(a) load the Software into and use it on only two (2) personal computers stated in the Licence Registration Form, at the Site that are under your control;

(b) transfer the Software from one computer to another provided it is used on not more than the number of computers stated in the Licence Registration Form at any one time; and

(c) make up to 1 copy of the Software for back-up purposes only in support of the permitted use. The copies must reproduce and include the Owner’s copyright notice; and

(d) use the Software only at the Site, and for the Purpose stated in the Licence Registration Form.

1.2. You are not permitted:

(a) to load the Software on to a network server;

(b) except as expressly permitted by this Agreement and save to the extent and in the circumstances expressly required to be permitted by law, to rent, lease, sub-license, loan, copy, modify, adapt, merge, translate, reverse engineer, decompile, disassemble or create derivative works based on the whole or any part of the Software or its associated documentation or use, reproduce or deal in the Software or any part thereof in any way.

2. Term

This Agreement is effective from Effective Date for the Term, as stated in the Licence Registration Form. It may also be terminated forthwith if you fail to abide by its terms. Upon termination you agree to destroy all copies of the Software and its documentation including any Software stored on the hard disk of any computer under your control.

3. Ownership

3.1 If provided with a CD/DVD MEDIA, you own only the CD/DVD MEDIA (or authorised replacement) on which the Software is recorded. The said CD/DVD MEDIA will be delivered by ETPL to you (at no cost to you) within sixty (60) days after execution of this agreement. You shall destroy the CD/DVD MEDIA on termination of this Agreement. The Owner shall at all times retain ownership of the intellectual property rights in the Software as recorded on the original CD/DVD MEDIA and all subsequent copies thereof regardless of form. For avoidance of doubt, where the Software is provided to you via a web link, the Owner shall likewise at all times retain ownership of the intellectual property rights in the Software as provided via the web link, and all subsequent copies thereof regardless of form. This Agreement applies to the grant of the licence contained herein only and not to the contract of sale of the CD/DVD MEDIA. A*ccelerate’s warranties under this Agreement are available only to the original registered user (being the person who has completed and submitted to A*ccelerate the Licence Registration Form).

3.2 All title and intellectual property rights in and to the Software (including but not limited to any images, photographs, animations, video, audio, music and text incorporated into the
Software), belong to the Owner and the Owner also owns the accompanying documentation and any copies of the Software. You shall not do anything which might bring into question the Owner’s ownership of the foregoing rights or their validity, or A*ccele rate’s right to license the same.

4. **Warranties And Indemnity**

4.1 Where the Software is provided in a CD/DVD MEDIA, A*ccelerate warrants that the CD/DVD MEDIA on which the Software is supplied will be free from defects in materials and workmanship under normal use for a period of 30 days from the Effective Date (“the Warranty Period”). If a defect in the CD/DVD MEDIA shall occur during the Warranty Period it may be returned to A*ccelerate who will replace it free of charge.

4.2 A*ccelerate warrants that the Software will perform substantially in accordance with its accompanying documentation (provided that the Software is properly used on the computer and with the operating system for which it was designed) and that the documentation correctly describes the operation of the Software in all material respects. If A*ccelerate is notified of significant errors during the Warranty Period it will correct any such demonstrable errors in the Software or its documentation within a reasonable time.

4.3 The above represent your sole remedies for any breach of A*ccelerate’s warranties, which are given only to the original registered user.

4.4 The express terms of this Agreement are in lieu of all warranties, conditions, undertakings, terms and obligations implied by statute, common law, trade usage, course of dealing or otherwise all of which are hereby excluded to the fullest extent permitted by law.

4.5 A*ccelerate and the Owner do not warrant that the Software will meet your requirements or that the operation of the Software will be uninterrupted or error-free or that defects in the Software will be corrected. You shall load and use the Software at your own risk and in no event will A*ccelerate or the Owner be liable to you for any loss or damage of any kind (except personal injury or death resulting from A*ccelerate’s or the Owner’s negligence) including lost profits or other consequential loss arising from your use of or inability to use the Software or from errors or deficiencies in it whether cause by negligence or otherwise except as expressly provided herein. In no event shall A*ccelerate’s or the Owner’s liability exceed the amount paid by you for the Software.

4.6 You shall indemnify A*ccelerate against all proceedings, costs, expenses, liabilities, injury, death, loss or damage arising out of the breach or negligent performance or failure in performance by you of the terms of this Agreement, or from the use of the Software and the associated documentation howsoever caused.

5. **General**

5.1 This Agreement contains the entire agreement between the parties with respect to the Software and the associated documentation. All other agreements respecting the subject matter hereof whether oral or written are void, including but not limited to terms and conditions stated on the Licensee’s purchase orders or like documents.

5.2 This Agreement shall be interpreted and governed in accordance with the laws of Singapore and the Parties submit to the jurisdiction of the Singapore courts.

SIGNED by

________________________
Name, Designation and Department of authorised signatory

________________________
Signature and Date

Accelerate Technologies Pte Ltd_
**Licence Registration Form**

Licensee’s Name:

Company Registration No.:

Registered Address:

Tel. No.: Fax:
E-mail:

Licensed rights for using SIVA software, a computer-aided integrated system platform to enable large-scale grading of retina images which includes the following aspects:

a) Algorithms for automated optic disc detection with user feedback  
b) Algorithms for automatic vascular structure extraction and tracing  
c) Algorithms for automatic classification of retinal arterioles and venules  
d) New formulas for computing quantifiable measures in the extended zone of a retinal image  
e) Algorithms for automatic computations of these new measures.  
f) Optimization techniques to reduce the grading effort required by users.  
g) Intuitive and user-friendly interface that cuts down the time required to grade an image.

**Field:** Grading of retinal vasculature from retinal photographic images.

No. of Computers that on which Software is permitted under Clauses 1.1(a) and (b):

**License Fee:** US Eight thousand dollars only (US$8,000) only, payable in full upon execution within 30 days of the delivery of the software and hardware key.

**Purpose:** Research use only.

**Effective Date:** Term: 3 years