END-USER LICENSE AGREEMENT (EULA)

THIS BHN END-USER LICENSE AGREEMENT (this "Agreement") is entered into as of the date (the "Effective Date") specified on the Order Form referencing the BHN Services between Bladder Health Network, LLC, a Mississippi limited liability company ("BHN"), and the individual or entity set forth on the Order Form ("Client"). Client enters into and accepts this Agreement and the terms and conditions hereof as of the Effective Date by (i) indicating Client's acceptance at the log-in or other screen for such purpose, (ii) use of the Software, or (iii) signing the Order Form.   In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **License.** Subject to the terms, conditions, and limitations set forth in this Agreement, including the payment of the License Fee, Licensor hereby grants to Client a limited, non-exclusive, non-transferable, non-sublicenseable, non-proprietary Object Code License to do the following: (a) solely in support of the internal business activities of Client, install, use, and execute the Software for use in performing the urodynamic studies; (b) use the Documentation only in conjunction with the installation and use of the Software; and (c) make one back-up copy of the Software and Documentation solely for archival purposes. The License granted hereunder does not include any other rights except as expressly specified herein. Any use or copying of the Software or Documentation not expressly authorized hereunder is prohibited and a breach of this Agreement. Except as specifically permitted in this Agreement, Client shall not directly or indirectly (i) use any Confidential Information to create any software or documentation that is similar to any of the Software or Documentation; (ii) encumber, transfer, rent, lease, time-share or use the Software in any service bureau arrangement or for the benefit of any third party]; or (iii) copy (except for archival purposes to the extent permitted in Section 1(c)), distribute, manufacture, adapt, create derivative works of, translate, localize, port or otherwise modify the Software or permit or suffer any third party to engage in any of the acts proscribed in clauses (i) through (iii). Any reference to "sale" herein with respect to the Software or Documentation shall mean the License hereunder.

 2. **Third Party Software License.** All Third Party Software is licensed to Client in accordance with a separate license agreement(s) included with the Software, and subject to any restrictions set forth herein or in the Documentation. Client agrees to abide by all of the terms and conditions of such Third Party Software license agreements, and a breach of any such agreement will be considered a material breach of this Agreement. Except as expressly set forth herein or in a written agreement between Licensor and Client, Licensor shall have no responsibility with respect to any Third Party Software, and Client will look solely to the licensor(s) of the Third Party Software for any remedy. Licensor claims no right in the Third Party Software, and the same is owned exclusively by the licensor(s) of the Third Party Software.   LICENSOR PROVIDES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, WITH RESPECT TO ANY THIRD PARTY SOFTWARE. Except as may

otherwise be provided in the Third Party Software license agreements, Client's license to such Third Party Software terminates at such time as Client's license to the Software terminates.

3. Maintenance Services.   (a) During the term, and any subsequent terms, as set forth on the Order Form, BHN agrees to provide maintenance services as described herein for the Software. (b) Scope of Maintenance Services. The Maintenance Services shall be the services specified on Licensor's website or such other webpage of which Licensor shall notify Client by email to Client's email address.

4. Title. (a) Title to Software and Documentation. All right, title, and interest in and to the Software and the Documentation, including, without limitation, the media on which the same are furnished to Client, are and shall remain the sole and exclusive property of Licensor. Except for the License, Client acknowledges that no right, title, or interest in or to the Software or the Documentation is granted pursuant to this Agreement, and no such assertion shall be made by Client. (b) Title to Upgrades. All right, title, and interest in and to any Upgrades to the Software or Documentation are and shall remain the sole and exclusive property of Licensor. (c) Proprietary Materials. Client acknowledges that the Software and Documentation are works copyrighted under federal copyright law and protected by other intellectual property rights and embody valuable confidential and secret information of Licensor, the development of which required the expenditure of considerable time and money by Licensor. Client shall not in any manner or under any circumstances use, copy, modify, enhance, merge, reverse engineer, reverse assemble, decompile, or in any way alter the Software, Hardware or Documentation or any copy, adaptation, transcription, or merged portion thereof or otherwise attempt to derive Source Code therefrom; provided, however, that, if any applicable laws (such as national laws implementing EC Directive 91/250) expressly give Client the right to perform any of the aforementioned activities without Licensor's consent, Client shall, before exercising such right, notify Licensor of its intent to exercise any such rights and only exercise such rights if Licensor has not, within twenty (20) business days after Licensor's receipt of such request, agreed to provide Client with the result which Client would otherwise have obtained by exercising such rights (in which case Client shall pay Licensor its then-standard rates for such work). Client shall not permit or suffer any person to remove any proprietary or other legend or restrictive notice contained or included in any material provided by Licensor, and Client shall not permit or suffer any person to reproduce or copy any such material except as specifically provided in this Agreement. Client agrees to maintain any and all of Licensor's copyright and other notices on the Software and Documentation and shall reproduce such notices on any and all copies, in whole or in part, thereof (which copies may only be made as expressly permitted herein). Client understands and agrees that the Software may be protected by devices, including but not limited to, key codes and password protection that disables use of the Software except in accordance with the uses allowed hereunder. Client will not attempt, directly or indirectly, to disable, bypass, or defeat such devices. Client will not take any action that jeopardizes Licensor's proprietary rights or acquire any right in the Software or the Confidential Information. Licensor will own all rights in any copy, translation, modification, adaptation, or derivation of the

Software or other items of Confidential Information, including any improvement or development thereof. Client will obtain, at Licensor's request, the execution of any instrument that may be appropriate to assign these rights to Licensor or perfect these rights in Licensor's name. (d) Secure Handling and Inspection. Client shall keep the Software and the Documentation on its premises, safe and secure and preclude unauthorized persons from having access thereto. Client hereby permits Licensor reasonable access to all premises where the Software may be installed or used, during normal business hours, and upon reasonable notice in order to inspect the Software and to confirm compliance with the terms hereof. (e) Third Party Access. Client shall not allow any third party to have access to the Software without Licensor's prior written consent.

5. Fees and Payments. Client shall pay to Licensor the License Fees and other charges and expenses set forth on the Order Form.

6. Credentials Delivery and Client's Obligations. Licensor will deliver credentials for accessing the Software to the primary contact and email address provided for the Client on the Order Form. The Software will be deemed conclusively accepted by Client upon the earlier of (a) actual use by Client or (b) five (5) days after the delivery to Client of the credentials for accessing the Software. Except to the extent otherwise set forth in a written agreement between Client and Licensor, Client shall be solely responsible for the implantation, configuration, and operation of the Software, including but not limited to, all of the cost and expense in obtaining and preparing the site and any hardware for the Software.

7. Disclaimer, and Limitation of Liability.
(a) DISCLAIMER. CLIENT IS SOLELY RESPONSIBLE FOR ITS USE OF THE SOFTWARE AND SHALL AT ALL TIMES USE THE SOFTWARE IN COMPLIANCE WITH ALL APPLICABLE LAWS. THE SOFTWARE, DOCUMENTATION, HARDWARE, UPGRADES, AND SERVICES ARE PROVIDED TO CLIENT ON AN "AS IS" BASIS ONLY, AND LICENSOR MAKES NO PROMISES, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, REGARDING OR RELATING TO THE SAME, OR TO ANY OTHER MATERIAL FURNISHED OR PROVIDED TO CLIENT PURSUANT TO THIS AGREEMENT OR OTHERWISE. TO THE MAXIMUM EXTENT ALLOWED BY LAW, LICENSOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT WITH RESPECT TO SAID MATERIALS OR THE USE THEREOF. LICENSOR DOES NOT WARRANT OR REPRESENT THAT THE OPERATION OF THE SOFTWARE, HARDWARE, OR UPGRADES WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ANY DEFECTS IN THE SOFTWARE, HARDWARE, UPGRADES, OR DOCUMENTATION, ARE CORRECTABLE OR WILL BE CORRECTED. LICENSOR SHALL HAVE NO RESPONSIBILITIES OR LIABILITY FOR INCORRECT DATA OR INFORMATION INPUTTED INTO THE SOFTWARE OR FOR ERRORS IN OUTPUT, CALCULATIONS, OR RESULTS CAUSED BY THE SAME OR THE HARDWARE OR

THIRD PARTY SOFTWARE. LICENSOR DOES NOT WARRANT THAT THERE ARE NO DISCREPANCIES BETWEEN THE SOFTWARE AND DOCUMENTATION.
(b) LIMITATION OF DAMAGES. (i) IN NO EVENT SHALL LICENSOR, AND/OR LICENSOR'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS, DISTRIBUTORS, MARKETING PARTNERS, RESELLERS, LICENSORS, PARENT, AFFILIATES OR SUBSIDIARIES (COLLECTIVELY THE "LICENSOR PARTIES") BE LIABLE FOR ANY LOSS OF DATA, LOSS OF PROFITS OR INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT, OR THE USE OR INABILITY TO USE ANY SOFTWARE, DOCUMENTATION OR SERVICES, BASED ON ANY THEORY OF CONTRACT, WARRANTY, TORT, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. (ii) LICENSOR PARTIES' CUMULATIVE LIABILITY TO CLIENT FOR ALL CLAIMS RELATING TO: (A) DEFECTIVE SERVICES SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL LICENSE FEES PAID TO LICENSOR HEREUNDER WITH RESPECT TO THE SOFTWARE GIVING RISE TO THE CLAIM. (iii) LICENSOR PARTIES SHALL NOT BE LIABLE FOR CLAIMS MADE A SUBJECT OF A LEGAL PROCEEDING AGAINST LICENSOR PARTIES MORE THAN TWO YEARS AFTER ANY SUCH CAUSE OF ACTION FIRST AROSE.

8. Indemnification. (a) Infringement. To the extent Client is not otherwise in breach of the terms of this Agreement, Licensor will defend at its own expense any action against Client brought by a third party to the extent that the action is based upon a claim that the Licensor Software directly infringes any United States copyright or misappropriates any trade secret recognized as such under the Uniform Trade Secret Law, and Licensor will pay those costs and damages finally awarded against Client in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. (b) Conditions. Licensor's obligations under the preceding paragraph with respect to an action are conditioned on (i) Client notifying Licensor promptly in writing of such action, (ii) Client giving Licensor sole control of the defense thereof and any related settlement negotiations, and (iii) Client cooperating with Licensor in such defense (including, without limitation, by making available to Licensor all documents and information in Client's possession or control that are relevant to the infringement or misappropriation claims, and by making Client's personnel available to testify or consult with Licensor or its attorneys in connection with such defense). (c) Licensor's Options. If any Licensor Software becomes or, in Licensor's opinion, is likely to become the subject of any injunction preventing its use as contemplated herein, Licensor may, at its option, (i) procure for Client the right to continue using such Licensor Software, (ii) replace or modify such Licensor Software so that it becomes non-infringing without substantially compromising its functionality, or, if (i) and (ii) are not reasonably available to Licensor, then (iii) terminate Client's license to the allegedly infringing Licensor Software and pay to Client an amount not to exceed the depreciated value of the infringing Licensor Software for which Client has paid a license fee, depreciated on a straight line basis over a three (3) year period. THIS SECTION SETS FORTH THE ENTIRE OBLIGATION OF LICENSOR AND CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT AND

MISAPPROPRIATION CLAIMS AND ACTIONS. (d) Exclusions. Notwithstanding the foregoing, Licensor shall have no liability for (i) any modifications made to any software, hardware, firmware, other materials that are made or requested by Client; (ii) compliance with Client's designs, specifications, or instructions; (iii) use of technical information or technology provided by Client; (iv) use of Software, the Hardware, or Third Party Software in a manner or with software or hardware not approved or prohibited by Licensor; (v) use of any release of the Software other than the most current made available to Client, or (vi) claims in which Client or any affiliate of Client has an interest. Client agrees to indemnify, defend, and hold Licensor harmless from and against any claim, liability, cost, or expense (including attorneys' fees) related to a claim of infringement arising out of any of the principles outlined above. (e) Indemnification for Breach or Use of Software. Client shall indemnify, defend, and hold harmless Licensor and all the Licensor Parties from and against any and all losses, liabilities, obligations, claims, suits, costs, expenses, damages, or judgments of any kind or nature whatsoever (including reasonable attorneys' fees and other reasonable expenses associated with, and any costs incurred pursuing indemnification claims hereunder), whether actual or threatened, resulting from or in any way connected with a breach of this Agreement by Client, its officers, directors, employees, contractors or agents.

9. Term; Termination. (a) Term. Subject to the limitations contained in this Agreement, the term of each individual License granted under this Agreement begins on the Effective Date and will have a limited term which will be co-terminous with the termination or expiration of the Services Agreement. (b) Termination. In addition to any other rights of termination set forth herein, this Agreement and the License granted hereunder shall terminate (i) immediately upon termination of the license to any Third Party Software to the extent such Third Party Software is necessary for part of the operation of the Software; (ii) immediately upon the breach by the Client or any of its officers, employees and/or agents of Sections 1,4, 5,7(c) or 10, or (iii) upon ten (10) days after notice from Licensor to Client in the event that Client or any of its officers, employees and/or agents has breached or violated any provision of this Agreement (except Sections 1,4,5,7(c) and 10). (b) Action Upon Termination. In addition to any other remedies Licensor may have, upon termination of the License, Client shall within five (5) days return to Licensor any written or electronic Documentation provided by Licensor of the Software and its use. Client shall also return to Licensor any Confidential Information, and copies thereof, or upon request by Licensor, in its sole discretion, destroy the same and certify in writing that same have been destroyed together with the manner, date, and time of such destruction. Termination shall not release Client and Client shall remain liable to Licensor for all amounts incurred and/or due and payable as of the effective date of termination. (c) Survival of Terms. The provisions of Sections 2,4,5,7, 8, 9(b), 9(c), 10, 12, and 13 (and all other provisions which by their nature would extend beyond the term of this Agreement) shall survive the termination of this Agreement.

10. Confidential Information. Client, on its own behalf and on behalf of its employees, officers, directors, agents, and affiliates, during the term of this Agreement and thereafter, covenants and agrees that it will not use, disclose, divulge, disseminate or otherwise make

available to any third party any Confidential Information or otherwise make use of any Confidential Information, without the prior written consent of Licensor except as expressly allowed herein. Client shall use the highest commercially reasonable degree of care to protect the Confidential Information, including ensuring that its employees or consultants with access to such Confidential Information have agreed in writing not to disclose or use the Confidential Information. Client shall immediately provide copies of such written agreements with employees or consultants upon Licensor's request. Client shall bear the responsibility for any breaches of confidentiality by its employees and consultants. Within fifteen (15) days after request by Licensor, Client shall return to Licensor all originals and copies of any Confidential Information and all information, records and materials developed therefrom by Client, or, upon request by Licensor, in its sole discretion, destroy the same and certify in writing that same have been destroyed together with the manner, date, and time of such destruction. Nothing herein shall prevent Client from disclosing all or part of the Confidential Information as necessary pursuant to the lawful requirement of a court or governmental agency or when disclosure is required by operation of law; provided that prior to any such disclosure, Client shall use reasonable efforts to (i) promptly notify Licensor in writing of such requirement to disclose, and (ii) cooperate fully with Licensor in protecting against any such disclosure or obtaining a protective order. For purposes hereof, "Confidential Information" shall mean all confidential, proprietary or secret information of Licensor, including without limitation, information provided to Client that is marked or made known to be "Confidential" (or words of like effect), the Software, and the Documentation. Client recognizes and acknowledges that the use or disclosure of Confidential Information in a manner inconsistent with the provisions of this Agreement shall cause Licensor immeasurable damage for which adequate remedy at law may not be available. Licensor shall therefore be entitled to obtain injunctive and other equitable relief for the breach or threatened breach of this section, without the requirement to post bond. The rights under this section shall be cumulative of all other rights of Licensor. The foregoing obligations shall not apply if and to the extent that Client establishes that: (i) the information communicated was already known to Client, without obligation to keep it confidential, at the time of its receipt directly or indirectly from Licensor; (ii) the information communicated was received by Client in good faith from a third party lawfully in possession thereof and having no obligation to keep such information confidential; (iii) the information is independently developed by Client without use of any Confidential Information received from Licensor; or (iv) the information communicated was publicly known at the time of its receipt by Client or has become publicly known other than by a breach of this Agreement or other action by Client.

11. Export Controls. Client shall comply fully with all export and import laws, regulations, orders, and policies of the U.S., or any other applicable jurisdiction. Client shall only export or re-export the Software and Documentation, directly or indirectly, in accordance with U.S. Export Administration Regulations, as amended. Client acknowledges and agrees it is solely responsible for compliance with any and all import and export restrictions, and other applicable laws, in the U.S. or any other applicable jurisdiction, and that Licensor has no further responsibility after the initial distribution to Client within the original country of sale. Client represents that neither the United States Bureau of Export Administration nor

any other federal agency has suspended, revoked or denied Client's export privileges, and Client will not use or transfer the Software for end use relating to any nuclear, chemical or biological weapons, or missile technology unless authorized by the U.S. Government by regulation or specific license.

12. General Provisions.

(a) Independent Parties. The parties acknowledge, one to the other, that Licensor is an independent contractor to Client, and Licensor may engage in other business activities at its sole discretion. This Agreement does not in any way create or constitute a relationship of employment, partnership, or a joint venture between the parties.

(b) Assignment. Except for assignment by either party to an entity controlling, controlled by, or under common control with such party in connection with a reorganization, merger, consolidation, acquisition or other restructuring involving all or substantially all of the voting stock or assets of the assigning party, this Agreement may not be assigned or transferred to a third party by Client without the prior written consent of Licensor, which such consent shall not be unreasonably withheld. Any unauthorized assignment or transfer of this Agreement shall be null and void. Licensor may assign all or part of its responsibilities under this Agreement to a third party.

(c) Force Majeure. Client agrees that Licensor shall not be liable for any losses and damage, including consequential damages, detention, or delay or failure to perform any services resulting from causes beyond the reasonable control of Licensor including, but not limited to, acts of God, acts or omissions on the part of Client, delays in transportation, failure to obtain supplies not caused by the negligence of Licensor, changes in governmental regulations, war, or civil disturbance.

(d) Notices. All notices required to be given hereunder shall be given pursuant to the terms of the Services Agreement.

(e) Severability. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions of this Agreement shall remain in full force and effect, provided that in such event the parties agree to negotiate in good faith enforceable substitute provisions which most nearly effect the parties' intent in entering into this Agreement.

(f) Governing Law; Venue, English Language. This Agreement shall be construed in accordance with the laws of the United States and of the State of Mississippi, applicable to contracts entered into and solely performed therein, without regard to that body of law pertaining to conflicts of law, and expressly excluding (i) the United Nations Convention on Contracts for the International Sale of Goods (ii) the 1974 Convention on the Limitation Period in the International Sale of Goods (the "1974 Convention"); and (iii) the Protocol amending the 1974 Convention, done at Vienna April 11, 1980. Except as necessary to obtain injunctive relief, Client consents to submit to the exclusive jurisdiction of the state and federal courts in the state of Mississippi. The parties confirm that this Agreement and

all related documentation are and will be drafted in English. To the extent that the Services Agreement provides for arbitration in the event of a dispute then such provision shall prevail.

(g) Waiver. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

(h) No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any party other than the parties hereto and their respective corporate affiliates, executors, heirs, representatives, administrators, successors and assigns, any rights or remedies under or by reason of this Agreement.

(i) Integration and Amendment. This Agreement and written documents referenced herein (including the Services Agreement) constitute the entire Agreement of the parties superseding and extinguishing all prior agreements or understandings, representations or warranties, relating to the subject matter hereof. This Agreement may not be modified, or amended except (i) by written agreement specifically referring to this Agreement signed by the parties hereto; (ii) by Client's acceptance of a subsequent electronic agreement provided by Licensor with respect to the Software; or (iii) ten (10) business days after Licensor posts an amendment to this Agreement to Licensor's website or such other webpage of which Licensor shall notify Client by email to Client's email address, unless Client notifies Licensor in writing that Client does not accept such amendment, in which case this Agreement shall immediately terminate. Client represents and acknowledges that, in entering into this Agreement, it did not rely on any representations or warranties other than those explicitly set forth in this Agreement.

(j) Public Relations. Subject to the other terms of this Agreement, Client agrees to allow Licensor to use Client's name, logo, and a brief description of Client's business operations in marketing and public relations' materials such as press releases, advertising, printed collateral, and/or Web site copy (collectively, "Copy"). Licensor is hereby allowed to refer to Client as a client of Licensor in such Copy.

(k) Representations. Client represents and acknowledges that (i) it has read and understands this Agreement; (ii) it has had an opportunity to have its legal counsel review this Agreement; (iii) that this Agreement has the same force and effect as a signed agreement; (iv) issuance of this license does not constitute general publication of the Software, the Documentation or other Confidential Information; and (v) the individual accepting this Agreement on behalf of a corporation or other legal entity personally represents that he or she is duly authorized to accept this Agreement on behalf of such entity and that this Agreement is binding upon such entity.

(l) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but which together shall constitute the same

instrument. Each party agrees to be bound by its own facsimiled signature, and agrees that it accepts the facsimiled signature of the other party hereto.

13. Definitions. Except as may otherwise be defined herein, the following terms are defined for the purposes of this Agreement as follows:

"Agreement" means this End User License Agreement.

"Software" means the proprietary Software package of Licensor as indicated on the Services Agreement.

"Confidential Information" has the meaning set forth in Section 10.

"Client Services Plan" means a written plan as agreed upon between Licensor and Client regarding the provision of maintenance services in addition to, or in substitution of, the specific maintenance services as described in this Agreement.

"Documentation" means the written or electronic documents, help files, and other textual matter that describes the specifications, functionality, and limitations, which are included with the Software. Documentation shall not include Source Code.

"License" means any personal, nonexclusive, nontransferable, non-assignable license or licenses for Client's internal use only granted by Licensor to Client to use the Software subject to the terms and conditions of this Agreement.

"License Fee" means the fee (as set forth on the Services Agreement) paid by Client to Licensor for the license to the Software granted herein.

"Licensor Software" means the package of proprietary computer software programs, in Object Code or as identified on the Services Agreement owned by Licensor. Unless specifically indicated or the context requires otherwise, the term Licensor Software shall include all Upgrades to the Licensor Software provided to Client by Licensor.

"Object Code" means the binary machine-readable version of the Software.

"Services Agreement" means the written agreement between Licensor and Client referencing the licensing of the Software and accepted in writing by Client and Licensor. The Services Agreement is a material part of this Agreement.

"Software" means the package of computer software programs, in Object Code form, as identified on the Services Agreement. Unless specifically indicated or the context requires otherwise, the term Software shall include all Upgrades to the Software provided to Client by Licensor. Software includes all Third Party Software and all terms applicable to Software generally shall apply to Third Party Software, except as expressly stated herein.

"Source Code" shall mean those statements in a computer language, which when processed by a compiler, assembler, or interpreter become executable by a computer.

"Third Party Software" means the package of computer software program(s) in object code or restricted code form that are owned and licensed by parties other than Licensor and that are either included with the Hardware, integrated with or made part of the Software, or otherwise necessary for the operation of the Software. Unless specifically indicated or the context requires otherwise, the term Third Party Software shall include all Upgrades to the Third Party Software provided to Client by Licensor or by the applicable third party owner or licensor.

"Upgrade" means any modification, correction, enhancement, deletion, or substitution to Software, including but not limited to, any data file or module thereto, that may be provided by Licensor or a third party, whether under this Agreement, or any other agreement between Client and Licensor. Upon the installation of any Upgrade of the Software, Client's License to previous versions of the Software terminates immediately.