

SOFTWARE LICENSE, SERVICES AND MAINTENANCE AGREEMENT

THIS AGREEMENT made effective this _____ day of _____, 2008.

BETWEEN:

Circle Cardiovascular Imaging Inc. a corporation incorporated pursuant to the laws of the Province of Alberta, having an office at Calgary, Alberta (hereinafter referred to as "Circle")

- and -

•
(hereinafter referred to as the "User")

ARTICLE 1 - DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following words have the meaning ascribed to them below:

- (a) "Additional Services" includes Extended Maintenance, Training, On-Site Technical Support and Excluded Services;
- (b) "Additional Services Fee" means the fees identified as such in Schedule "A";
- (c) "Agreement" means this contract, as well as all attached Schedules, and any written amendments made pursuant to the terms contained in this contract and its Schedules;
- (d) "Confidential Information" means, subject to Section 9.5, data or information, disclosed in any form, including, but not limited to, in writing, orally or electronically, of any nature in any form including, without limitation, drawings, specifications, graphs, charts, business plans, designs, drawings, research, software, trade secrets, processes, methods, compositions, techniques, discoveries, improvements, inventions, ideas, know how, marketing plans as well as any other technical, financial or business information which is developed or disclosed for the purpose of this Agreement;
- (e) "Designated Computers" has the meaning ascribed to it in Schedule "A";
- (f) "Designated Site" has the meaning ascribed to it in Schedule "A";
- (g) "Disbursements" includes all reasonable disbursements at actual cost including, but not limited to, all reasonable out-of-pocket, travel and accommodation expenditures excluding personnel charges;
- (h) "Documentation" means the user manuals and any other documentation, written or otherwise provided by Circle to accompany the Software;
- (i) "Effective Date" means the date first written above for the first License; the Effective Date for subsequently issued Licenses is indicated in new Schedule(s) "A" as may be issued from time to time;
- (j) "Error" means an error in the Software that causes it to work substantially different than as specified by the Functional Specification;
- (k) "Excluded Services" has the meaning ascribed to it in Schedule "F";
- (l) "Extended Maintenance" has the meaning ascribed to it in Schedule "B";
- (m) "Fees" means collectively the License Fees, Maintenance Fees, Service Fees and Additional Services Fees;
- (n) "Functional Specification" means those functional specifications of the Software described in Schedule "A";
- (o) "Hours of Operation" mean the times between 9:00 A.M. and 5:00 P.M. MST on Monday through Friday, inclusively, excluding statutory holidays in the Province of Alberta;
- (p) "Intellectual Property" includes any industrial or intellectual property rights including, but not limited to, rights to any inventions, discoveries, improvements, patents, patent applications, copyright, trade-marks, trade names, Confidential Information, know-how, industrial designs and industrial design applications;

- (q) "License" has the meaning ascribed to it in Section 2.1 of this Agreement;
- (r) "License Fees" means those fees calculated and described as license fees in Schedule "A";
- (s) "Maintenance" has the meaning ascribed to it in Schedule "B";
- (t) "Maintenance Conditions and Protocol" are the conditions and protocol for the provision of Maintenance identified in Schedule "C";
- (u) "Maintenance Fees" means those fees calculated and described as maintenance fees in Schedule "A";
- (v) "Non-permitted Uses" means using the software for any use other than Permitted Uses and includes, without limitation, reverse engineering, disassembling, decompiling or otherwise disseminating the source code from the Software;
- (w) "On-Site Training" has the meaning ascribed such term in Schedule "B";
- (x) "On-Site Technical Support" has the meaning ascribed such term in Schedule "B";
- (y) "Party" means one of either Circle or the User whereas "Parties" means both Circle and the User;
- z) "Permitted Uses" includes:
 - (i) using the Software only in the furtherance of the internal operations of the User and not for the use or benefit of third parties; and
 - (ii) using the Software only on the Designated Computers at the Designated Site.
- (aa) "Remote Product Training" means training on the usage and functionality of the Software, delivered via phone or Internet, as further described in Schedule "B".
- (bb) "Reported Error" means an Error that has been reported according to the procedures described in Schedule "C";
- (cc) "Services" means those services identified in Schedule "E" and those services not specifically excluded in Schedule "F";
- (dd) "Service Fees" means those fees calculated and described as Service Fees in Schedule "A";
- (ee) "Software" includes the computer software delivered to the User listed in Schedule "G" as well as any updates and any documentation or manuals provided by Circle to assist with the use of the computer software or updates;
- (ff) "Special Terms" means those terms, conditions and provisions, if any, set forth in Schedule "G";
- (gg) "Support Services Request Form" is the form provided in Schedule "D";
- (hh) "Term" has the meaning ascribed to it in Section 12.1;
- (ii) "Training" means On-Site Training and/or Remote Product Training;
- (jj) "Update" means any Software update, service pack, critical and non-critical updates or security update used to improve or fix a current Software product;
- (kk) "Upgrade" any new, feature pack(s) or enhanced functionality to the Software that replaces an installed version of the Software with a newer version of the Software.

1.2 Singular, plural, etc.

Words importing the singular number include the plural and vice versa and words importing gender include the masculine, feminine and neuter genders.

1.3 Currency.

In the absence of a specific designation of any currency, all dollar amounts referred to in this Agreement are in USD.

1.4 Headings, Articles and Sections.

The division of this Agreement into Articles and Sections and the insertion of the headings are for convenience of reference only and does not affect the construction or interpretation of this Agreement and, unless otherwise stated, all references in this Agreement or in the Schedules to Articles, Sections and Schedules refer to Articles, Sections and Schedules of and to this Agreement or of the Schedule in which such reference is made.

1.5 Schedules.

The following Schedules are appended to and form part of this Agreement:

Schedule "A" - License Fees, Software Functional Specifications
Schedule "B" - Maintenance
Schedule "C" - Maintenance Conditions and Protocol
Schedule "D" - Support Services Requests
Schedule "E" - Additional Services
Schedule "F" - Excluded Services
Schedule "G" - Special Terms

The foregoing Schedules are incorporated in this Agreement by reference as though contained in the body of the Agreement. Wherever any term, condition or provision, express or implied, of any Schedule conflicts or is at variance with any term or condition in the body of this Agreement, such term, condition or provision in the body of this Agreement prevails, except with respect to Schedule "J" where the terms, provisions and conditions of the Special Terms govern and prevail over any terms, conditions or provisions of the body of this Agreement.

1.6 Time is of the essence.

1.7 A term or condition of this Agreement can be waived or modified only by the written consent of both Parties. Forebearance or indulgence by either Party in any regard does not constitute a waiver of the term or condition to be performed, and either party may invoke any remedy available under the agreement or by law despite the forbearance or indulgence.

1.8 If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, the offending provision will be severed from the agreement and the other provisions of this Agreement will remain in full force.

1.9 This Agreement constitutes the entire agreement between Circle and the User and supercedes all prior and contemporaneous agreements or representations or warranties of any kind.

ARTICLE 2 - GRANT OF LICENSE

2.1 Circle hereby grants the User, for the Term of this Agreement, a non-exclusive license to use the Software (the "License") on the Designated Computers at the Designated Site.

2.2 Neither this Agreement nor the License may be sublicensed, assigned or transferred by the User. Circle may assign the License or this Agreement in its sole discretion.

2.3 The User will receive one copy of the Software for backup purposes only. In addition, the User may use the Software on a backup computer if one of the Designated Computers is temporarily inoperative, until such time as the Designated Computers' operability is restored.

2.4 The User covenants that the Software will only be used for Permitted Uses. The User further agrees to keep written records of the number of Licenses it currently owns as well as the sites where the Software is being used. The User agrees to make this information available to Circle on request.

2.5 The User covenants that it will not use the Software for Non-permitted Uses.

2.6 The User agrees that it must obtain additional Licenses to use the Software on computers other than the Designated Computers. Additional Licenses may be obtained under the terms of this Agreement by amending Schedule "A". Any such Licenses will be governed by the terms and conditions of this Agreement and subject to payment to Circle of the License Fee at the then current rate.

2.7 Circle hereby grants the User a limited, non-exclusive license to copy the Documentation for the sole purpose of making the Documentation available to internal users of the Software, but in no event shall make more copies than the number of Designated Computers, plus one additional back up copy.

ARTICLE 3 - INTELLECTUAL PROPERTY

3.1 The User agrees that nothing in this Agreement grants the User a license to use or display any Circle trade-mark, unless given express written permission by Circle..

3.2 The User agrees to maintain all copyright and other proprietary notices on all copies of the Software and Documentation in the same manner as when the Software and Documentation is delivered to the User by Circle.

3.3 The User agrees that exclusive right, title and ownership of all Intellectual Property remains with Circle at all times, including, but not limited to, any backups of the Software made by the User, whether authorized or not, any updates, changes, modifications, enhancements or improvements made to the Software whether made by Circle or the User or one of the User's employees, agents or contractors and any Intellectual Property provided to the User while Circle or its agent provides Maintenance, Services or Additional Services or fulfils any obligation under this Agreement.

3.4 The User covenants that it will not sell, assign, transfer, duplicate, destroy or encumber the Intellectual Property except as expressly permitted by the terms of this Agreement.

ARTICLE 4 - LICENSE FEES

4.1 The User agrees to pay Circle the License Fee upon execution of this Agreement. The User agrees that Circle may unilaterally amend the License Fee from time to time in its sole discretion after providing thirty (30) days' notice to the User.

4.2 The User agrees to pay Circle an additional License Fee for additional software Licenses acquired by the User under this Agreement.

4.3 The User acknowledges that the License Fee is exclusive of any taxes and the User agrees that it is responsible for the payment of any applicable taxes on the License Fee.

ARTICLE 5 - MAINTENANCE

5.1 Circle agrees to provide Maintenance to the User for the Term of this Agreement, subject to payment of the Maintenance Fees by the User to Circle. The User agrees that Circle may amend the Maintenance Fees from time to time in Circle's sole discretion.

5.2 The User agrees that Maintenance will only apply to Software properly installed on the Designated Computers at the Designated Site.

5.3 The User agrees that Circle may assign its duties to provide Maintenance to a third party or retain an independent contractor to provide Maintenance.

5.4 The User agrees to abide by and follow the Maintenance Conditions and Protocol as set out in Schedule "C".

5.5 Circle's obligation to provide Maintenance under this Agreement is contingent upon proper use of the Software. Circle is under no obligation to provide any Maintenance according to the terms of this Agreement as a result of:

- (a) damage occurring in transit;
- (b) improper installation or operation by the User;
- (c) misuse, abuse or negligent use, repair, alteration or improper storage or any use by the User which does not conform to the specific or general instructions of Circle or to the provisions of the Software's Functional Specifications;
- (d) any Non-permitted Uses of the Software or use of the Software by any unauthorized third party;
- (e) causes external to the Software or if the Software has been subjected to an extreme power surge or electromagnetic field, whether or not through the fault of the User; or
- (f) the User's failure or refusal to implement Updates recommended by Circle.

ARTICLE 6 - MAINTENANCE FEES

6.1 The User agrees that Maintenance Fees are payable for each License on the day one year from the Effective Date for that License.

6.2 The User agrees to pay Circle in full for the Maintenance Fees within thirty (30) days of the date of any invoices received from Circle or its agent for the provision of Maintenance, without set-off, deduction or abatement. Any amount outstanding thirty (30) days after the date of any invoice received from Circle will accrue interest from the date of the unpaid invoice until the outstanding amount is paid in full at an effective rate of 18% interest per annum, or the maximum legal rate of interest, calculated and compounded monthly. The User agrees that Circle, in its sole discretion, may unilaterally amend the Maintenance Fees for future years after providing 30 days' prior notice to the User.

6.3 The User agrees to pay Circle Maintenance Fees for additional Licenses acquired by the User under this Agreement.

ARTICLE 7 - SERVICES

7.1 Circle agrees to provide Services to the User for the Term of this Agreement, subject to payment of the Service Fees by the User to Circle. The User agrees that Circle may amend the Service Fees from time to time at Circle's sole discretion.

7.2 The User agrees that Circle may assign its duties to provide Services to a third party or retain an independent contractor to provide Services.

7.3 The User agrees that Services are only available or worked on during Hours of Operation.

ARTICLE 8 - SERVICE FEE

8.1 The User agrees to pay Circle in full for the Service Fees within thirty (30) days of the date of any invoices received from Circle or its agent for the provision of Service, without set-off, deduction or abatement. Any amount outstanding thirty (30) days after the date of any invoice received from Circle will accrue interest from the date of the unpaid invoice until the outstanding amount is paid in full at an effective rate of 18% interest per annum, or the maximum legal rate of interest, calculated and compounded monthly. The User agrees that Circle may unilaterally amend the Service Fees in its sole discretion after providing 30 days' notice to the User.

ARTICLE 9 - CONFIDENTIALITY AND PROTECTION OF PERSONAL HEALTH INFORMATION

9.1 The Parties each agree to hold the other Party's Confidential Information in the strictest confidence, subject to the exceptions in this Article.

9.2 The Parties agree that Confidential Information may be revealed to the Party's directors, officers, employers, consultant or agents who need to know, provided that these parties expressly acknowledge and agree to abide by the confidentiality provisions of this Agreement.

9.3 The Parties agree to take all reasonable steps to prevent disclosure of the other Party's Confidential Information.

9.4 The Parties agree to notify each other immediately if either is compelled by legal proceedings, applicable law or a valid court order to reveal the other Party's Confidential Information. Such compelled Party will take all reasonable steps to reveal only the Confidential Information necessary and ensure the Confidential Information will remain confidential, to the extent possible, with the applicable authority compelling disclosure.

9.5 Circle agrees to abide by the reasonable requirements of User's policies for the protection of personal health information collected, used, or disclosed by the Software, in compliance with applicable legislation protective of personal health information for the jurisdiction of the Designated Site.

9.6 For the purposes of this Agreement, Confidential Information does not include information, which is:

- (a) available to the public other than by breach of this Agreement by the recipient thereof;
- (b) rightfully received by the recipient from a third party without confidential limitations;
- (c) known to the recipient prior to first receipt of the information from the discloser; or
- (d) disclosed by a discloser to a third party without restriction on disclosure.

ARTICLE 10 - REPRESENTATIONS AND WARRANTIES

10.1 The Parties represent and warrant to each other that:

- (a) they are duly incorporated and subsisting under the laws of their place of incorporation;
- (b) they have the power and are authorized to enter into this Agreement;
- (c) they will not breach or interfere with third party's rights by carrying out the terms of this Agreement and abiding by this Agreement's terms and conditions; and
- (d) they will not enter into agreements with third parties, which will interfere with the compliance with the terms and conditions of this Agreement.

10.2 Circle represents that it is legally capable of providing Maintenance to the User as required by the terms of this Agreement.

10.3 THE SOFTWARE AND ANY SUPPORTING DOCUMENTATION, ALONG WITH THE MAINTENANCE, SERVICES OR ADDITIONAL SERVICES ARE PROVIDED "AS IS". CIRCLE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OTHER THAN THOSE STATED IN SECTIONS 10.1 AND 10.2 OF THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF:

- (a) MERCHANTABILITY;
- (b) FITNESS FOR A PARTICULAR PURPOSE;
- (c) NON-INFRINGEMENT; OR
- (d) ERROR-FREE OPERATION.

10.4 THE ENTIRE RISK OF USING THE SOFTWARE AND ITS SUITABILITY, QUALITY AND PERFORMANCE RESIDES WITH THE USER.

10.5 CIRCLE'S TOTAL LIABILITY TO THE USER OR TO ANY THIRD PARTY FOR DAMAGES ARISING FROM ANY CAUSE OF ACTION IS, IN THE AGGREGATE, LIMITED TO THE FEES ACTUALLY PAID BY THE USER DURING THE PRIOR YEAR FROM THE DATE OF THE EVENT GIVING RISE TO THE CLAIM. THE LIMITATION OF LIABILITY PROVISIONS OF THIS AGREEMENT REFLECT AN INFORMED VOLUNTARY ALLOCATION OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THE SOFTWARE AND THAT SUCH VOLUNTARY RISK ALLOCATION REPRESENTS A FUNDAMENTAL PART OF THE AGREEMENT BETWEEN THE USER AND CIRCLE.

10.6 Circle is not liable for any special, indirect, incidental, consequential, exemplary, punitive or any similar or other damages of any nature suffered by the User whatsoever including, without limitation, loss or use or lack of availability of the User's facilities, including its computer resources and any stored data, loss of profits or revenue, or other commercial loss, or any claim for contribution or indemnity in respect of any claims against the User, regardless of whether Circle has been advised of the possibility of such damages and regardless of whether the damages arose because of wilful conduct or negligence.

10.7 The User agrees to indemnify and hold harmless Circle, its employees, agents and assigns from and against any costs, loss, damages, claims or expenses resulting from the use of the Software, Services, Maintenance or Additional Services.

ARTICLE 11- TERM AND TERMINATION

11.1 The term for each License granted under this Agreement is a period of three (3) years after the Effective Date for each License unless previously terminated according to the terms of this Agreement (the "Term").

11.2 Each License may be terminated by either Party by providing thirty (30) days' notice to the other Party, at which time any outstanding amounts for that License and any remaining Maintenance Fees become instantly due.

11.3 This Agreement may be terminated by either Party at any time if the other Party breaches a material term of this Agreement and fails to cure the breach to the satisfaction of the other Party within thirty (30) days of receiving a notice specifying the breach.

11.4 Circle may forthwith terminate this Agreement without notice to the User if the User:

- (a) fails to make full payment on any amounts due hereunder within (10) days after receiving a demand notice from Circle for payment of same;
- (b) becomes subject to bankruptcy, insolvency, receivership, or reorganization proposal, arrangement or proceeding;

- (c) is subject to wind-up, liquidation or dissolution; or
- (d) suspends business, abandons, attempts to transfer or gives up possession of substantially all of the User's assets.

11.5 On termination of this Agreement for any reason, including for failure to renew, all amounts owing become immediately payable and the User agrees to provide a certificate, signed by a signing officer, that the same has occurred and Circle may, at its sole option, require the User to forthwith either destroy or return to Circle all copies of the Software, whether legal or illegal.

11.6 The terms and conditions specified in Articles 1, 3, 9, 10, 12, 13, 14 and Sections 2.4 and 2.6 of this Agreement survive the termination of this Agreement.

11.7 Termination of this Agreement for any reason does not affect the accrued rights or liabilities of either Party.

ARTICLE 12 - NOTICE

12.1 Any notice contemplated to be given to either Party under this Agreement must be in writing and may be delivered personally or sent by fax, courier or prepaid registered mail addressed to either Party according to the address below which may be changed by providing notice to the other Party:

USER

Information contained in Schedule A

CIRCLE

Circle Cardiovascular Imaging Inc.
Attention: Legal - Licensing
130, 3553 31st Street NW Calgary, AB T2L 2K7

12.2 Notices will be deemed to be received:

- (a) on the first date of delivery if personally delivered or couriered;
- (b) on the day of dispatch if sent by fax; or
- (c) five (5) business days after the day of dispatch if sent by prepaid registered mail and addressed correctly to the intended recipient.

ARTICLE 13 - GENERAL TERMS

13.1 Assignment.

The User agrees not to sell, convey, sublicense, delegate, assign or otherwise transfer the Software, or any component thereof, or any right therein or this Agreement, to any other person, either voluntarily or involuntarily, directly or indirectly, whether by operation of law or otherwise without the prior written consent of Circle, such consent may be unreasonably withheld. Any merger, consolidation or other reorganization resulting in a change of control of the User will be deemed an assignment hereunder. Subject to the restrictions on assignment in this Agreement, this Agreement enures to the benefit of and is binding upon the permitted successors and assigns of the Parties.

13.2 Attornment.

This Agreement is governed by, and must be construed and enforced in accordance with, the laws in force in the Province of Alberta. Each of the Parties irrevocably attorns to the jurisdiction of the courts of the Province of Alberta.

13.3 Delay in Performance.

Circle is not liable to the User for failure to perform this Agreement in accordance with its terms if such failure arises out of causes beyond its reasonable control such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labour dispute, inability to obtain necessary supplies and the like.

13.4 No Recruitment of Employees.

During the first fifteen (15) months from the date of this Agreement, the User agrees not to solicit, employ, or engage, directly or indirectly, any employee, former employee or independent contractor of Circle, if such employee, former employee or independent contractor was in any way involved in the utilization of the Software, the Maintenance or the Services.

13.5 Contents of Agreement.

The contents of this Agreement are proprietary and confidential to Circle.

13.6 Risk of Loss.

The User assumes all risks of loss or damage to the Software while on the premises of or otherwise in the possession of the User.

13.7 Counterparts

This Agreement may be signed in one or more counterparts, and by fax where each counterpart or fax shall constitute an original and where all counterparts and faxes collectively will constitute the same document.

13.8 Waiver

A term or condition of this Agreement can be waived or modified only by the written consent of all parties. Forbearance or indulgence by any party in any regard does not constitute a waiver of the term or condition to be performed, and such party may invoke any remedy available under the Agreement or by law despite the forbearance or indulgence.

13.9 Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, the offending provision shall be severed from the Agreement and the other provisions of this Agreement shall remain in full force.

13.10 Force Majuere

Circle shall not be liable for delays in performing or failure to perform its obligations under this Agreement resulting directly or indirectly from, or contributed to by acts of God; acts or failures to act of the Client; acts or failures to act of civil or military authority; governmental priorities; fires; strikes; or other labour disputes; accidents; floods; epidemics; failure of the world wide web, or any other circumstances beyond Circle's reasonable control, whether similar or dissimilar to the foregoing. The User or Circle shall notify the other promptly of any material delay.

13.11 Special Terms.

The Parties agree to be bound by the Special Terms of this Agreement.

IN WITNESS WHEREOF the Parties have caused this Agreement to be effective as of the Effective Date.

USER	CIRCLE
Per: _____	Per: _____
Per: _____	Per: _____

L.Morrow 26/11/08 11:31 AM

Deleted: _____

SCHEDULE "A"

SOFTWARE, LICENSE FEES, and SOFTWARE FUNCTIONAL SPECIFICATIONS

USER'S ADDRESS FOR NOTICE

[Insert details]

SOFTWARE AND LICENSES

The names of the computer program or programs, which are subject to this Agreement, are:

[restrict to object code only, list the program version, which is licensed.]

License

Designated Site: _____

Designated Computer: _____

Effective Date: _____ date first written above

Additional Licenses:

Effective Date	Designated Site	Designated Computer

The definitions of "Designated Site" and "Designated Computer" include, collectively, all Designated Sites and Designated Computers, respectively, listed in this Schedule.

FEES

License Fees

License Fee: \$ _____ (for the first Designated Computer)

Additional License Fee: \$ _____ (per additional Designated Computer)

Maintenance Fees (Mandatory)

For first Designated Computer:

Maintenance Fees: \$ _____ (payable on an annual basis)

For each additional Designated Computer:

Maintenance Fees: \$ _____ (payable on an annual basis, pro-rated based on the Effective Date of the first License)

Additional Service Fees

If the User requires Additional Services then Circle may provide such Additional Services in its sole discretion subject to Circle's standard rates as listed below (which may be amended from time to time in Circle's sole discretion), with a minimum of a half-day service fee plus Disbursements unless the Parties otherwise agree to a fixed cost in writing. If the

Standard Software License
498491.7

provision of Additional Services requires Circle to incur travel expenses including, but not limited to, airfare, hotel, taxi, meals and telephone then these travel expenses will be invoiced at cost. If the provision of Additional Services requires Training then the User must provide suitable training facilities. Further, if the Training requires Circle staff to travel then the User must pay all necessary travel and living expense of Circle staff.

Circle Software Resource	Daily Rate/Hourly Rate (Day is limited to 8 eight hours)
On-Site Technical Support - On-Site Engineer	\$3,000 + Travel and Accommodation
Remote Technical Support - Remote Engineer	\$300 per hour
On-Site Product Training - On -Site Trainer	\$2,500 + Travel and Accommodation
Remote Product Training - Remote Trainer	\$250 per hour

SOFTWARE FEATURES AND SPECIFICATIONS

The functional specifications of the Software are:

cmr⁴² Product Features

- Display and edit patient data
- Select and filter images for viewing and analysis
- Multi screen functionality
- Easy to use Viewer capabilities (panning, windowing, zooming, navigation) through series/slices and phases
- Study overview window
- Biplanar and Triplanar LV function analysis
- Multiple Long Axis LV function analysis
- 3D Short axis LV and RV function analysis
- Tissue characterization including analysis of contrast-enhanced studies[†]
- Reporting tool
- Drag and drop
- Sub-pixel-level area and signal intensity analysis (see definition)
- Automatic contour detection
- Automatic contour forwarding
- Color coded Flow Analysis
- Parametric display of pixel calculations
- Threshold-based visualization of tissue characteristics[†]

Ordering Information

Part #	Description
	Full version, available globally except in United States [†]
	US Commercial Version [†]
	Research Version, for non-clinical practices only

[†]Early and late enhancement analysis using contrast agents are limited to investigational use only. The use of contrast agents in all cardiovascular MRI applications is not approved by the US FDA.

cmr⁴² Product Specifications

Description	Information
Product Version	cmr ⁴² Version 2.2

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Operating Systems	Windows and Mac*
Languages	English
DICOM Functionality	DICOM 3 Compliant
Scanner compatibility	All major brands
Image Source in Local HD	<i>folder(s) of DICOM Images</i>
cmr ⁴² Workstation	<i>(over the network via TCP/IP)</i>
MRI Scanner(s)	<i>(over the network via TCP/IP)</i>
PACS	<i>(over the network via TCP/IP)</i>

* See System Requirements

cmr⁴² System Requirements

Description	Minimum Requirement	Recommended
MS Windows ³	Windows XP (Service Pack 3)	Windows Vista (Service Pack 1)
Apple Macintosh	Mac OS X 10.5.4	Mac OS X 10.5.4
Processor	Intel Pentium Core Duo @ 1.83 GHz (or greater)	Intel Pentium Multi Core, Processor @ 2.2GHz (or greater)
RAM ¹	2 GB	4 GB
Hard Drive	40 MB	50 MB
Hard Drive (patient workspace)	Up to 1MB / patient study (to store metadata)	
HD (Patient Data)	Will vary based on # of Patient Studies (DICOMs)	
Screen Resolution ² (pixels)	1280x800	dual screens up to 2560x1600
Video Card (<i>must be compatible with OpenGL 1.1</i>)	Integrated Intel GMA 3100	supported chipsets ATI X1900, X2600, NVidia 7300, 8800 (256MB VRAM or greater)

1. Minimum RAM available to run cmr⁴² is 1GB
2. Please check your local medical device requirements to make sure your screen is compliant.
3. Not tested or certified on 64-bit versions of Microsoft Windows

cmr⁴² Regulatory Information:

Agency	Approval
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	Reference
US FDA 510K #	K082628 [†]
CE Certificate #	CE 539277
Health Canada Device License #	78347

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SCHEDULE "B"

MAINTENANCE

Mandatory Maintenance shall be provided by Circle to the User and will include the following:

- Updates
- Upgrades
- 2 hrs. of Remote Product Training

Fee: 30% of License Fee per year, or as set out in Schedule "A"

REMOTE PRODUCT TRAINING

Remote Product Training will be scheduled according to Circle resource availability, and must be for a minimum duration of one hour. Allotted hours must be used in the year they are accrued or they will be forfeited. Remote Product Training will be limited to the Software and does not include training in Cardiac Magnetic Resonance (CMR). It is the responsibility of the User to request a training session to be scheduled. Circle will make best efforts to accommodate scheduling requests by the user.

ADDITIONAL SERVICES

Additional Services includes the following which may be provided, if requested by the User, according to the rates identified in Schedule "A":

Extended Maintenance

Extended Maintenance includes:

- a) the provision of additional software configuration to enable the Software to function more efficiently interface with a specified operating system/environment/or other software;
- b) the correction of Errors in the configuration of any operating system software supplied by Circle, where such Errors prevent the Software from functioning in accordance with the Software's Functional Specification; and
- c) the correction of Errors in related programs supplied by Circle, where such Errors prevent the Software from functioning in accordance with the Software's Functional Specification.

On-Site Training

On-Site Training includes:

- a) a visit by Circle or a Circle contractor to the Designated Site(s) for a duration of up to 2 days (16 hrs.);
- b) provision of training designed around the User's specific needs.

On-Site Technical Support

On-Site Technical Support includes:

- a) a visit by Circle or a Circle contractor to the Designated Site(s) for a duration of up to 2 days (16 hrs.);
- b) provision of technical support designed around the User's specific needs.

SCHEDULE "C"

MAINTENANCE CONDITIONS AND PROTOCOL

The User agrees that Maintenance is only available during Hours of Operation.

The User agrees to file an Error using the web address report.circlecvi.com at which time the Error becomes a Reported Error. The User may then contact Circle by phone (XXX) XXX-XXXX, fax (XXX) XXX-XXXX or e-mail at • XXXXXX@XXXXXX.com. The User agrees and acknowledges that a solution to a Reported Error may require Circle support personnel to obtain having direct access to Software on the Designated Computer.

User Key Contact

The User agrees that all correspondence between Circle and User will go through the key contact listed below. Any failure to communicate according to this protocol will may lead to deviation from the response times set out below.

Key Contact Information

Name:	
Position/Title:	
Address:	
E-Mail:	
Contact Numbers:	
	Work
	Mobile
	Fax

Maintenance Protocol

STEP 1. Circle and the User will mutually agree upon a categorization of the User's problem based on the categories below once Circle has been given all relevant information from the User as to the nature of the problem. If a work around or third party solution is identified for a problem, Circle and User agree to review the category originally assigned to such problem and to reassign a lower level category, as appropriate, until a full solution is developed within an agreed upon time frame.

Category 1—'Highest'

1. The Software is unusable for normal operations, for example:
 - a) the Software consistently produces material incorrect results, or fails catastrophically in response to internal errors;
 - b) the Software consistently produces material errors in measurements (within the precision of the host computer(s)) based on the quality of the input data and proper use/configuration of the Software;
 - c) the Software consistently generates material errors in the formatting or representation of data on a screen;
 - d) the Software does not perform most of its documented functions with devices supported by the Software;
or
 - e) the system response time deteriorates unduly with system loading.
 - f) Injury, death or potential injury or potential death due to direct or indirect malfunction of cmr42

Category 2—'Moderate'

1. The Software is usable, but incomplete, or in some way causing disruption to normal operations, for example:
 - a) the Software performs most, but not all of its documented function; or
 - b) the Software performs properly on some of the devices that are supported, but is unusable on others.

Category 3—'Low'

1. The Software is usable, but inconvenience is caused to normal operations, for example:
 - a) a defect in the Software makes a function unusable in the most convenient way; or
 - b) the Software is usable on all devices supported by the Software, but does not perform all documented functions on all devices.

Category 4—'Lowest'

1. Minor problems that do not directly affect normal operations, or areas where an amendment to the Software would enable improved operation of the Software, for example:
 - a) defects that can be satisfied by a documentation change; or
 - b) minor defects for which there is an alternative system function or other work around.

STEP 2. Once Circle has received the information from the User regarding the problem, Circle will attempt to provide a Response based on the response times listed in the table below, subject to the Escalation Procedures. For the purposes of this Schedule, "Response" means a response provided by a Circle support services personnel either by phone or e-mail, which:

- a) responds to an initial problem report provided by the User;
- b) results in an agreed identification of the problem category;
- c) provides an initial assessment as to the likely method to resolve the problem; and
- d) provides a satisfactory explanation of the progress being made to resolve the problem.

Problem Category	Response Required	Time after which contact may be made
1	Initial	2 hours
	<i>Updates</i>	<i>1 Day</i>
2	Initial	8 hours
	<i>Updates</i>	<i>2 Days</i>
3	Initial	2 days
	<i>Updates</i>	<i>1 week</i>
4	Initial	7 days
	<i>Updates</i>	<i>1 month</i>

STEP 3. Project management personnel of User and Circle will meet on a reasonable basis, or more frequently as may be required, to review the status of the Services, Maintenance, amendments to the Schedules, acceptance testing, invoices or estimates.

SCHEDULE "D"

SUPPORT SERVICES REQUESTS

To make a support service request please visit: support@circlecvi.com

To report an issue with the software please visit: report.circlecvi.com

SCHEDULE "E"

ADDITIONAL SERVICES

[add nature of any services such as custom development, installation, integration, training, etc. that are part of the agreement]

Standard Software License
498491.7

SCHEDULE "F"

EXCLUDED SERVICES

The provision of the following excluded services will only be provided by Circle to the User if the Parties agree to modify this Agreement subject to the terms of this Agreement or upon the payment of Additional Services Fees:

Except as otherwise expressly provided in this Agreement, retraining the User's personnel whether in person or by telephone;

1. Support or maintenance of, or training on, any software not supplied by Circle;
2. Support or maintenance of, or training on, any third party software supplied by Circle;
3. Modifications or enhancements to the Software other than standard updates and upgrades;
4. Implementation, data conversion or maintenance and support for software other than the Software or for new versions of the Software;
5. Problems or inconsistencies in the Software occurring after and as a result of User adding a third party application to the system or changing the system operating environment, including but not limited to the server and desktop hardware, unless such changes are made with the approval of Circle;
6. Problems or inconsistencies with the server on which the Software resides, occurring after, and as a result of, adding third-party applications to the system which reside on such server;
7. Disaster recovery services of any kind;
8. Support, maintenance or training related to the failure or malfunction of system hardware;
9. Technical support, maintenance or training related to the addition of peripherals, device integration, import formats, setting up new users and nightly back-ups;
10. Support, maintenance or training required by personnel other than User's named liaisons; or
11. Support requests outside the Hours of Operation.

SCHEDULE "G"

SPECIAL TERMS

[Include any special terms that are specific to this Agreement, for example health information protection clauses]