

REGISTRO DE CONTRATOS

TOMO 16 PAGINA 61CONTRATO NUM. 2007-000339**USE AND LICENSE AGREEMENT**

This use and License Agreement (the "Agreement") is made effective as of January 29, 2007, between UPR - Mayagüez Campus, represented by Jorge Iván Vélez Arco, of legal age, _____, hereinafter referred to as "Educational Institution"; and AiR Information Systems, Inc., represented by Aida I. Rivera-Benítez, MSMIS, of legal age, _____, hereinafter referred to as "AiR".

The parties agree as follows:

1. **GRANT OF LICENSE TO USE.** AiR is the owner of the software package AiRIS PRO, which is duly registered at the Register of Copyrights in Washington, D.C., Txu#851-890. In accordance with the terms of this Agreement, AiR hereby grants the Educational Institution a license to use AiRIS PRO for educational purposes only.
2. **COST.** The license to use AiRIS PRO is FREE OF CHARGE to the Educational Institution. Upon execution of this Agreement, the Educational Institution will use AiRIS PRO as part of their Medical Billing courses and the professor(s) will train the students on its use. In order to maintain a control of the sites installed, the system will request a password for each installed computer that will be provided by AiR to the Educational Institution once the Educational Institution has returned this Agreement duly signed. In order to request computer numbers, the Financial Institution will fax the computer identification numbers to 787-749-0552 or send the list through e-mail at air@abac.com at least two weeks before the scheduled class and a password will be provided for each requested number via fax or e-mail to the Educational Institution. If the software is in any way distributed to the students, then the Educational Institution could provide AiR with a list containing their name, student number or other piece of identification so that AiR is able to offer the student a special price for purchasing the software. The student must also understand that he/she will only use the demo version of the product free of charge for one (1) month and after this period a full product license should be obtained.
3. **LIMITATIONS ON THE USE OF AiRIS PRO.** The Educational Institution recognizes that AiR will remain the sole owner of AiRIS PRO and further agrees not to attempt to modify, amend, change, alter, copy, or duplicate AiRIS PRO. Duplication of the compact disk could only be done with the sole purpose of distributing a demo version of the software to the students.
4. **TERMINATION.** AiR shall have the right to terminate this Agreement upon ten (10) days written notice to the Educational Institution in the event that the Educational Institution fails to abide by the conditions for use of AiRIS PRO under this Agreement or any other related agreement. The Educational Institution shall have the right to terminate this Agreement upon ten (10) days written notice to AiR. AiR has the right to ascertain that the software is completely removed from the computer(s). Also the Educational Institution agrees to remove the software from their computer(s), return any materials provided, if any, the original installation disks and all backup copies made.
5. **IRREPARABLE INJURY AND INJUNCTIVE RELIEF.** The Educational Institution hereby recognizes and agrees that any attempt to modify, amend, change, alter, copy or duplicate AiRIS PRO will cause AiR irreparable damages to its reputation

and its business and therefore, agrees that in such event, AiR will be entitled to seek and obtain an injunction and such other equitable relief as it may be deemed appropriate.

6. **DATA ENTRY.** AiR will not perform data entry operations or be liable or responsible for any loss, damage or failure to make appropriate backup to the Educational Institution's data files.
7. **SERVICE AND MAINTENANCE.** Due to the fact that this software must be up to date with the latest in the Electronic Medical Insurance field, the Educational Institution will receive upon request upgrades, updates and changes to the software package via mail. The service and maintenance exclusively relates to the AiRIS PRO software. **WITHOUT EXCEPTION,** AiR is not responsible or liable for problems relating to operating system(s), other software, computer, hardware or network failure for computers or equipment not installed or manufactured at AiR or for problems or questions regarding other programs or software, except for those installed by AiR.
8. **WARRANTIES.** In no event will AiR be liable for direct, indirect, special, incidental, or consequential damages, that are in any way related to AiRIS PRO.
9. **TRANSFER OF RIGHTS.** This Agreement shall be binding on any successors of the parties. The parties shall have the right to assign or transfer their interests in this Agreement to any other party. If AiR assigns his interest in this Agreement to other party then the other party will contact the Educational Institution with the information necessary and a new Agreement will be made between the parties thus terminating this Agreement.
10. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
11. **AMENDMENT.** This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.
12. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
13. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
14. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the Commonwealth of Puerto Rico

By: 

Jorge Iván Velez Arocho
Representing the Educational Institution

By: 

Aida I. Rivera-Benitez, MSMIS
Representing AiR Information Systems, Inc.