CONFIDENTIALITY AGREEMENT #1
Effective Date: _____

In order to protect certain confidential information including materials ("Information") which may be disclosed between them, The Trustees of the University of Pennsylvania ("Discloser") and _____, the ("Recipient"), intending to be legally bound, agree that:

1. The parties representative for disclosing or receiving information are:

   a. For Discloser: Dr. Jayaram K. Udupa and
   Dr. Leanna Lee-Whitman

   b. For Recipient _____

2. Information disclosed under this Agreement is related to a computer software system entitled: "System for Multidimensional Data Visualization and Analysis" (Penn F-1052). The source code for this computer software system is being disclosed to Recipient solely for Recipient's research, application, and technical evaluation. This is not a patient-care tool and it is not approved by the United States Federal Drug Administration. Pursuant to the terms given below, Recipient shall not use this computer software system for distribution or profit nor disclose the contents of this computer software system to third parties for their distribution or profit.

3. Except for the provisions of Article 2, Recipient shall not copy, or cause to be copied, any source code disclosed to Recipient by Discloser, irrespective of the media in which the source code is supplied. Except for the provisions of Article 2, Recipient shall not modify such source code, nor shall it develop, or cause to be developed, without Discloser's express written consent, any software that: (i) is similar in either "look and feel" to; (ii) is similar in structure, flow and operation to; (iii) is in any way competitive with; or, (iv) provides the same result as; the source code disclosed by Discloser.

4. The existence of and the relationship created under this Agreement is confidential and shall be treated as Information pursuant to the terms of this Agreement.

5. This Agreement controls only Information which is disclosed to Recipient from the Effective Date and the Recipient's obligations under this Agreement shall be limited to a period of five (5) years from receipt of Information.

6. Recipient shall not disclose or use Information, or allow it to be used, for its own commercial benefit or the commercial benefit of others, and shall protect Information by using the same degree of care, but no less than a reasonable degree of care, as the Recipient uses to protect its own confidential Information.

7. Recipient's duties under this Agreement shall apply only to Information that is: (a) disclosed by the Discloser in writing and marked to indicate it is confidential at the time of disclosure; (b) disclosed by the Discloser in any other manner and indicated to be confidential at the time of disclosures and thereafter is summarized in a written memorandum, marked to indicate it is confidential and delivered to Recipient's representative named in Paragraph 1 within thirty (30) days of disclosure; or (c) disclosed in the form of tangible products or materials transmitted to the Recipient with an accompanying written memorandum.

8. This Agreement imposes no obligation upon Recipient with respect to Information that: (a) was in Recipient's possession before receipt from the Discloser, and evidenced by Recipient's written records; (b) is or becomes available to the public through no fault of Recipient; (c) is received in good faith by Recipient from a third

party and is not subject to an obligation of confidentiality owed to the third party; or (d) is independently developed by Recipient without reference to Information received hereunder, as evidenced by Recipient's written records, by those who have not had access to such Information.

9. In the event that Recipient is required by judicial or administrative process to disclose Information, Recipient shall promptly notify Discloser and allow Discloser a reasonable time to oppose such process.

10. Recipient shall not permit any third party who receives on behalf of Recipient any materials constituting Information to analyze any such materials.

11. Should the Discloser request, Recipient agrees to return all Information (including materials and source code) received from the Discloser except that Recipient may retain in its confidential files one copy of the supplied Information for record purposes only.

12. Discloser warrants that it has the right to make disclosures under this Agreement.

13. The parties do not intend that any agency or partnership relationship be created by this Agreement.

14. All additions or modifications to this Agreement must be made in writing and executed by both parties.

15. This Agreement is to be executed in duplicate. Please return one fully executed copy to:

    JAYARAM K. UDUPA, Ph.D.
    Medical Image Processing Group
    Department of Radiology
    418 Guardian Drive
    4th Floor Blockley Hall
    Philadelphia, Pennsylvania - 19104-6021

DISCLOSER:

University of Pennsylvania
Center for Technology Transfer
3700 Market Street - Suite 300
Philadelphia, Pennsylvania - 19103-3147

_____
Authorized Signature

_____
Name

_____
Title

_____
Date

RECIPIENT:

_____
Authorized Signature

_____
Name

_____
Title

_____
Date