**COPYRIGHT LICENSE AGREEMENT**

**Featured Directories of License Agreements**

This Agreement (this "Agreement") is made effective as of December 29,

1997 (the "Effective Date"), by A.D.A.M. SOFTWARE, INC., a Georgia corporation

("ADAM") and KAINOS LABORATORIES, INC., a Japanese corporation ("KAINOS").

RECITALS

A. ADAM is engaged in the business of developing, distributing, and marketing

Computer software products in the form of computer programs and written

Documentation relating to their use.

B. ADAM has acquired from Mosby Consumer Health (MCH) the rights of Applied

Medical Informatics, Inc., a Utah corporation ("AMI"), with respect to three

computer software products, known as "Medical HouseCall", "Pediatric HouseCall"

and "Illiad" (those three products are referred to in this Agreement as the

"Products"). KAINOS wishes to acquire an exclusive license to use and modify the

Products to create and manufacture Japanese language versions of the Products

and derivative products in the Japanese language, and the exclusive right to

distribute Japanese language versions of the Products throughout the world, and

ADAM is willing to grant the license and distribution rights in the Japanese

language versions of the Products to KAINOS under the terms and conditions of

this Agreement. These rights being granted to KAINOS include all of ADAM's

rights in and to the current localized Japanese versions and derivatives of the

Products developed during the period when MCH owned the rights in the Products.

KAINOS also wishes to acquire the right to distribute English language versions

of the Products in Japan, and ADAM is willing to grant such rights under the

terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants and

agreements set forth in this Agreement, KAINOS and ADAM agree as follows:

Section 1

RIGHTS GRANTED TO KAINOS

1.1 Grant. Subject to the terms and conditions of this Agreement, ADAM

grants to KAINOS the following exclusive license and related rights with respect

to the Products in the Territory:

(a) to manufacture and reproduce, or have manufactured and

reproduced on its behalf, copies of Japanese language versions of the

Products (including any modified versions of the Products produced by

KAINOS pursuant to Section 1.1(c) below);

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(b) to market, sell and distribute Japanese language versions of

the Products (including any modified versions of the Products in the

Japanese language produced by KAINOS pursuant to Section 1.1(c) below) in

the Territory during the term of this Agreement. KAINOS shall have the

exclusive right to distribute, by any means or method of distribution, the

Japanese language versions of the Products (including any modified

versions of the Products in the Japanese language produced by KAINOS

pursuant to Section 1.1(c) below) in the Territory, including exclusive

copyrights with respect to the Japanese language versions of the Products

(including any modified versions of the Products in the Japanese language

produced by KAINOS pursuant to Section 1.1(c) below);

(c) to modify the Products in the Japanese language (which may

include a limited amount of English language where the English language

word or term cannot be properly translated into the Japanese language, or

which enhances the functions of the Japanese language version) and create

derivative works of the Products in the Japanese language, including

without limitation localized versions of the Products in the Japanese

language (which may include a limited amount of English language where the

English language word or term cannot be properly translated into the

Japanese language, or which enhances the functions of the Japanese

language version) designed for the Japanese market, and to manufacture and

reproduce, market, distribute and sell such modifications to and

derivatives of the Products (including localized versions of the Products)

in the Japanese language in the Territory during the term of this

Agreement; provided that any such modifications and derivatives (including

localized versions) must be in the Japanese language.

1.2 Sublicenses. ADAM hereby grants KAINOS the right to sublicense the

manufacturing, reproduction and distribution (through multiple tiers of

sublicenses) of the Japanese language versions of the Products in the Territory

during the term of this Agreement; provided that KAINOS must cause all

sublicenses to comply with the terms and conditions of this Agreement.

1.3 Distribution Rights. ADAM grants to KAINOS the exclusive right to

distribute copies of the English language versions of the "Illiad" Product in

Japan only, subject to the terms and conditions of this Agreement. ADAM also

grants to KAINOS the exclusive right to distribute copies of the English

language versions of the "Medical Housecall" and "Pediatric Housecall" Products

in Japan only, subject to (1) the existing rights of Mindscape under the

worldwide distribution agreement between Mindscape and ADAM which expires on

December 31, 2000 (the "Mindscape Distribution Agreement"), and (2) the terms

and conditions of this Agreement. Upon the termination of the existing

Mindscape Distribution Agreement, KAINOS will have the exclusive right to

distribute the English language versions of the Products in Japan only.

All copies of English language versions of the Products distributed by KAINOS in

Japan must be obtained by KAINOS from ADAM pursuant to this Agreement; KAINOS

will not have the right to manufacture, make or have made copies of the English

language versions of the Products. ADAM will furnish KAINOS with 100 copies of

the English language versions of each of the Products, solely for distribution

in Japan, free of charge, at KAINOS' request. Thereafter, the per unit royalty

for the English language versions of Medical Housecall and Pediatric Housecall

will be U.S. $12.00 per unit. Units of the English language version of Iliad

may be purchased by

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KAINOS at a royalty equal to the average price charged by ADAM in the U.S. to

resellers of that Product. The Products will be shipped FOB ADAM by a method

specified by KAINOS. KAINOS will be responsible for shipping and insurance.

1.4 No Implied Rights. Except as specifically set forth in this

Agreement, no express or implied license or right of any kind is granted to

KAINOS regarding the Products or any of the trademarks of ADAM, including, but

not limited to, any right to know, use, produce, receive, reproduce, copy,

market, sell, distribute, transfer, translate, modify, adapt, disassemble,

decompile, or reverse-engineer the Products or obtain possession of any source

code or other technical material relating to the Licensed Products. KAINOS

specifically acknowledges and agrees that the rights granted under this

Agreement are limited to the Japanese language versions of the Products

("Medical HouseCall," "Pediatric HouseCall," and "Illiad"); the rights granted

do not apply to any other products of ADAM.

Section 2

OBLIGATIONS OF KAINOS AND ADAM

2.1 Marketing. KAINOS will use reasonable efforts to promote and market

(1) the modified Japanese language versions of the Products and derivatives of

the Products in the Japanese language produced by KAINOS in the Territory, and

(2) the English language versions of the Products in Japan. KAINOS will bear

the cost of all marketing and advertising expenses related to the Japanese

language versions and derivatives of the Products in the Japanese language

produced by KAINOS and the English language versions of the Products distributed

by KAINOS.

2.2 Product Support and Warranty. KAINOS shall be solely responsible

for supporting all end-users of the Products distributed by KAINOS and for

providing all warranty coverage and support in accordance with the customary

end-user warranty included with the Products. ADAM will furnish end-user

support and warranty coverage (returns of defective products) for copies of

English-language versions of the Products distributed in Japan, in accordance

with ADAM's standard end-user warranty and support policies. ADAM will provide

to KAINOS, during the term of this Agreement and in a timely manner, all

revisions, updates, enhancements or fixes to the Products that ADAM may, in its

sole discretion, elect to develop, or have developed, and incorporate, or have

incorporated, in the English language versions of the Products for general

distribution in the United States; however, ADAM is not obligated to undertake

any such revisions, updates, enhancements or fixes. ADAM will also use its

commercially reasonable efforts to furnish KAINOS with access to any technical

materials or information about the Products that is in ADAM's possession and

control (including using reasonable efforts to obtain such materials or

information from third parties) and would be useful to KAINOS in the development

and manufacture of the Japanese language versions of the Products (including

modifications of the Products developed by KAINOS). If the assistance requested

by KAINOS exceeds 10 hours in any calendar quarter, ADAM will be compensated at

its standard contracted services rate (currently U.S.$125 per hour).

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2.3 Packaging. KAINOS will develop any new packaging required for the

Japanese language versions of the Products or derivatives of the Products in the

Japanese language produced by KAINOS. Any copies of the English language

versions of the Products distributed by KAINOS in Japan in accordance with this

Agreement must be distributed in the original packaging furnished by ADAM;

KAINOS will not have the right to repackage such copies of the English language

versions of the Products without authorization from ADAM.

2.4 Notices. KAINOS will maintain any copyright and trademark notices

which are included on and in the Products or otherwise specified by ADAM in

writing from time to time.

2.5 No Authority to Bind A.D.A.M. KAINOS has and will exercise no

authority to make statements, warranties or representations concerning the

Products that exceed or are inconsistent with the marketing materials or

technical specifications provided to KAINOS by ADAM. KAINOS has and will

exercise no authority to bind ADAM to any undertaking or performance with

respect to the Products.

2.6 Deliverables. ADAM will provide, upon execution of this Agreement,

KAINOS all object code, source code, related technical materials in ADAM's

possession relating to the development of the current versions of the Products,

in electronic form, as listed on Exhibit A. ("Deliverables")

Section 3

PROPRIETARY RIGHTS

3.1 Ownership. Notwithstanding any provision in this Agreement to the

contrary, as between KAINOS and ADAM, ADAM will retain and own all worldwide

right, title and interest in and to the Products and the Trademarks, and all

intellectual property and other rights therein, including but not limited to

copyrights, patents, and trade secrets in the Products and derivatives thereof

(both object code and source code form), and the Collateral Materials, including

all copies and all portions thereof, and nothing in this Agreement will vest

title in KAINOS to any rights therein, except as expressly set forth in this

Agreement. KAINOS will own all rights in any derivative works of the Products

in the Japanese language developed by KAINOS in accordance with Section 1.1(c);

however, KAINOS' rights in such derivatives will be limited to the Japanese

language versions only, and KAINOS will not have the right to translate such

derivatives into any other language.

3.2 KAINOS Developed Materials. KAINOS may, at its own expense, adopt

its own trademarks, artwork, copy and packaging in marketing and promoting the

Japanese language versions of the Products and the derivatives of the Products

in the Japanese language produced by KAINOS. KAINOS will not have the right to

use any of the trademarks or tradenames of ADAM on or with respect to the

Japanese language versions of the Products or derivatives of the Products in the

Japanese language produced by KAINOS. Any copies of the English language

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versions of the Products distributed by KAINOS in Japan must be distributed and

sold in the original packaging furnished by ADAM; such copies may not be

repackaged by KAINOS without authorization from ADAM.

Section 4

CONFIDENTIALITY

4.1 Confidential Information. All documentation and information

designated by the party disclosing the information (the "Disclosing Party") as

proprietary or confidential, including without limitation drawings, source code,

computer program listings, techniques, algorithms, and processes and technical

and marketing information ("Confidential Information") which is supplied by the

Disclosing Party in connection with this Agreement shall be treated

confidentially by the recipient of the confidential information ("Recipient")

and its employees and contractors and shall not be disclosed by the Recipient,

except as required in order to exercise the rights and obligations set forth in

this Agreement, without the Disclosing Party's prior written consent.

Recipients of Confidential Information shall disclose Confidential Information

only to employees, contractors, and sublicensees who have a need to know and

have executed written agreements requiring them to comply with the nondisclosure

obligations set forth herein.

4.2 Limitations. Information shall not be considered to be Confidential

Information if it (1) is already or otherwise becomes publicly known through no

act of Recipient; or (2) is lawfully received from third parties subject to no

restriction of confidentiality; or (3) can be shown by Recipient to have been

independently developed by it; or (4) is authorized by the Disclosing Party to

disclose, copy or use; or (5) is disclosed by the Disclosing Party to third

parties without restriction on subsequent disclosure; or (6) is required to be

disclosed in the context of an administrative or judicial proceeding.

4.3 Survival. The provisions of this Section will survive the

termination of this Agreement for so long as the materials remain confidential

and proprietary, in the case of any materials which constitute trade secrets

under applicable law. The duty of confidentiality with respect to all other

confidential information shall survive the termination or expiration of the

Agreement for a period of three (3) years.

Section 5

WARRANTIES, COVENANTS AND INDEMNIFICATION

5.1 Warranties and Covenants of ADAM. ADAM represents, warrants and

covenants to KAINOS that: (a) ADAM has the full power to enter into this

Agreement; (b) ADAM's performance of the terms of this Agreement and of ADAM's

obligations hereunder will not breach any separate agreement by which ADAM is

bound; (c) ADAM has retained (that is, it has not transferred or licensed) any

of the rights that it acquired in the Products; (d) the rights being granted to

KAINOS include all of ADAM's rights in and to the current localized Japanese

versions and derivatives of & Products developed during the period when Mosby

Consumer Health owned the rights in the Products; (e) other than Mindscape, ADAM

has not

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authorized or licensed, nor will it authorize or license, any party to

distribute English language versions of the Products in Japan; and (f) ADAM will

not make any derivative versions of the Products with the intent to be and/or

would be competitive with KAINOS in the Japanese market. ADAM specifically

disclaims any warranty or covenant with respect to the noninfringement by the

Products or Trademarks of any third party intellectual property rights

(including any copyright rights, patent rights, trade secret rights or trademark

rights), and KAINOS expressly assumes any and all risk that the Products or the

Trademarks may infringe third party rights, except that KAINOS does not assume

any risks with respect to copies of Products distributed by Mindscape in Japan.

ADAM does not have actual knowledge of any existing claim against ADAM which

would affect ADAM's ownership rights to the Products. ADAM agrees that it will

notify KAINOS if ADAM learns of any claim that would affect ADAM's ownership

rights to the Products, or any claim that the Products infringe any third party

rights in Japan, that may arise subsequent to the execution of this Agreement.

5.2 ADAM's Indemnity. A.D.A.M. agrees to indemnify, hold harmless and

defend KAINOS from all claims, defense costs (including reasonable attorneys'

fees), judgements and other expenses arising out of or on account of (a) the

breach of any representation, covenant or warranty set forth in Section 5.1

above; and/or (b) claims arising out of prior agreements involving MCH, Mosby,

AMI Inc., AMI-US, AMI-Japan (not related to claims covered under Section 5.5(c)

and (d) of this Agreement).

5.3 KAINOS Obligation. KAINOS shall notify A.D.A.M. promptly of any

claim as to which indemnification will be sought and provide A.D.A.M. reasonable

cooperation in the defense and settlement thereof.

5.4 Warranties and Covenants of KAINOS. KAINOS represents, warrants and

covenants to ADAM that: (a) KAINOS has the full power and authority to enter

into this Agreement and to fulfill its obligations hereunder; (b) any

promotional materials, packaging, documentation or other materials developed by

KAINOS for use with the Products, do not infringe upon, or misappropriate, any

copyright, trademark, trade secret or other proprietary rights of any third

party; (c) KAINOS's performance of the terms of this Agreement and of KAINOS's

obligations hereunder will not breach any separate agreement by which KAINOS is

bound; and (d) KAINOS has acquired all rights of AMI-Japan, Inc., a Japanese

corporation ("AMI-Japan") with respect to the Products, including without

limitation, the rights of AMI-Japan under the Standard Company Agreement between

Applied Medical Informatics, Inc. and AMI-Japan, Inc., dated February 19, 1996

(the "Company Agreement") and Statement of Work No. 1 ("Localization of Medical

HouseCall and Pediatric HouseCall for Japanese marketplace Effective on March

1, 1996") (the "Statement of Work"), and, as a result of such acquisition of

AMI-Japan's rights by KAINOS, AMI-Japan no longer has any right, title or

interest in or to the Products.

5.5 KAINOS Indemnity. KAINOS agrees to indemnify, hold harmless and

defend ADAM from all claims, defense costs (including reasonable attorneys'

fees), judgements and other expenses arising out of or on account of claims of:

(a) any actions or omissions on the part of KAINOS in

manufacturing, distributing, marketing, or sublicensing the Products;

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(b) any statements, claims, representations or warranties made by

KAINOS or its employees, agents, sublicensees representative, relating to

the Products;

(c) the breach of any representation, covenant or warranty set

forth in Section 5A above;

(d) any claim by AMI-Japan against ADAM or KAINOS arising out of

or relating to the execution, delivery or performance of this Agreement or

the Company Agreement or Statement of Work.

5.6 A.D.A.M.'s Obligation. ADAM shall notify KAINOS promptly of any claim

as to which indemnification will be sought and provide KAINOS reasonable

cooperation in the defense and settlement thereof.

Section 6

ROYALTIES

6.1 License Fees. In consideration for the rights granted KAINOS under

Section 1 of this Agreement, and the Deliverables provided in Section 2.6,

KAINOS will pay to ADAM license fees in the aggregate amount of U.S.$750,000.00

(the "License Fees").

6.2 Payment of License Fees. The initial installment of the License

Fees, in the amount of U.S.$375,000, will be payable upon execution of this

Agreement and the receipt by KAINOS of the Deliverables as stated in Section

2.6, by wire transfer of that amount, in U.S. Dollars, to the account of ADAM

designated in writing by ADAM. The remaining balance of the License Fees,

U.S.$375,000, will be secured by KAINOS by a Letter of Credit in the amount of

US. $ 375,000 which ADAM would have the right to draw on March 31st, 1999

provided that (1) KAINOS had received the Deliverables in Section 2.6, and (2)

ADAM had provided any updates, revisions, enhancements or fixes that may exist,

and has provided any required support needed to complete the Japanese versions

of the Products, in each case as contemplated under Section 2.2 of this

Agreement. All such payments will be made by wire transfer of US. Dollars to

the account of ADAM designated in writing by ADAM.

6.3 No Offsets. Except as may be required under the Conventions between

the United States of America and Japan governing Taxes on Income, the License

Pees due to ADAM under this Agreement are net amounts, exclusive of all taxes

(other than any required withholding of any US. corporate income taxes of ADAM

required by existing reciprocal tax agreements between the U.S. and Japan

governing such transactions), and are not subject to offset or reduction because

of any costs, expenses, or liabilities incurred by KAINOS or imposed on ADAM in

the performance of this Agreement or otherwise due as a result of this

Agreement.

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6.4 Taxes. KAINOS will be responsible for, and will pay directly, any

and all taxes, duties and charges incurred in the performance of this Agreement,

including without limitation sales and use taxes, withholding taxes, duties and

charges imposed by federal, state or local governmental authorities in the

United States, Japan or elsewhere, but excluding U.S. corporate income taxes of

ADAM. KAINOS will also be responsible for payment of any license fee,

assessment, duty, tax, levy, or other charge imposed by or in Japan as a result

of this Agreement or the transactions provided for under this Agreement.

Section 7

TERM AND TERMINATION

7.1 Term. The term of this Agreement will commence on January 1, 1998

and will expire on December 31, 2097 (the "Initial Term"), unless earlier

terminated.

7.2 Option to Renew. At the end of the Initial Term, KAINOS will have

the option to extend the term of this Agreement automatically for an additional

term of 99 years, beginning on January 1, 2098, on the same terms and conditions

of this Agreement, other than the payment of License Fees. At the time of such

exercise, KAINOS will pay license fees for the additional term in the amount of

U.S.$10.00. All other terms and conditions of this Agreement will apply during

the extended term. KAINOS will notify ADAM in writing whether KAINOS intends

not to exercise the option provided for in this Section 7.2 at least 90 days

prior to the end of the Initial Term.

7.3 Termination. This Agreement may be terminated on the sixtieth (60)

day after either party gives the other party written notice of a material breach

by the other party of any material term or condition of this Agreement, unless

the breach is cured prior to the end of the 60 day period (or, if the breach

cannot reasonably be cured within 60 days but can be cured within a reasonable

additional period of time, if the breach is not cured within such reasonable

additional period of time). In addition, either party may terminate this

Agreement upon written notice to the other party if the other party (1)

dissolves or winds up its business (except in connection with a merger or

acquisition transaction); or (2) is subject of a voluntary or involuntary filing

under the bankruptcy laws of any jurisdiction, unless the filing is discharged

within 180 days.

7.4 Rights in the Event of Dissolution, Insolvency or Bankruptcy. If

either party is adjudicated as bankrupt or insolvent, or if the shareholders of

party shall resolve to dissolve and liquidate the party, and the other party at

the time of such adjudication or resolution is in full compliance with this

Agreement and has not been notified by the other party of default under the

terms of this Agreement, then the other party shall have right of access to all

source codes, diagrams and charts that may exist and are necessary to continue

the support, manufacture and marketing of the Japanese language versions of the

Products, and derivatives of the Products in the Japanese language, within the

Territory.

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Section 8

DISTRIBUTION AFTER TERMINATION

KAINOS and any of its sublicensees granted rights under this Agreement

will be entitled to continue to distribute and sell Products manufactured prior

to the date of termination pursuant to the terms of this Agreement

notwithstanding termination of the licenses granted in Section 1, for a period

not to exceed three (3) months. However, KAINOS must not manufacture or

reproduce Products after the termination of the licenses granted in Section 1.1

and no sublicensee may manufacture or reproduce Products after the termination

of the license granted to KAINOS.

Section 9

LEGAL PROCEEDINGS

KAINOS will promptly notify A.D.A.M. of any infringement of A.D.A.M.'s

proprietary rights that comes to KAINOS's attention and will cooperate with

A.D.A.M. in any action brought by A.D.A.M. to investigate or remedy any such

infringement of these rights.

Section 10

GOVERNING LAW AND DISPUTE RESOLUTION

10.1 Attorneys' Fees. If either party commences legal action to enforce

the terms of this Agreement, or should litigation occur between KAINOS and ADAM

over any other issue, then the prevailing party in such legal action shall

recover from the non-prevailing party all reasonable costs and expenses

incurred, including reasonable attorney fees and court costs. Court costs shall

mean all reasonable expenses incurred related to the litigation whether or not

such costs are taxable under applicable statutes.

10.2 Governing Law. The validity, construction, and performance of this

Agreement shall be governed by the laws of the State of New York without regard

to principles of conflicts of law.

Section 11

MISCELLANEOUS PROVISIONS

11.1 Notices. For the purposes of all notices and other communications

required or permitted to be given hereunder, the addresses of the parties hereto

shall be indicated below. All such communications shall be in writing and shall

be deemed to have been duly given if sent by facsimile, the receipt of which is

confirmed by return facsimile, or if delivered personally with receipt

acknowledged, or sent by first class registered or certified mail or equivalent,

return receipt requested, if available, postage paid, or commercial carrier

(e.g. Federal Express or UPS), addressed to the parties at their addresses

respectively set forth below:

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If to ADAM A.D.A.M. Software Inc.

1600 RiverEdge Parkway - Suite 800

Atlanta, Georgia 30328

Attention: Robert S. Cramer, Jr.

If to KAINOS: Kainos Laboratories, Inc.

38-18, Hongo 2-Chome

Bunkyo-ku, Tokyo 113

Japan

Attn: Mr. Toshimichi Nakamura

11.2 Entire Agreement. This Agreement, including any attached schedules,

constitutes the entire agreement between the parties with respect to the

services and all other subject matter hereof and merges all prior and

contemporaneous oral or written communications, agreements, representations

and/or understandings. It shall not be modified nor any provision waived or

departed from except by a written agreement dated subsequent to the date of this

Agreement and signed on behalf of the parties by their respective duly

authorized representatives; and then such waiver or consent shall be effective

only in the specific instances of and for the specific purposes given.

11.3 Severability. In the event that any one or more of the provisions

of this Agreement is found to be illegal or unenforceable, then notwithstanding

such illegality or unenforceability, this Agreement shall remain in full force

and effect, and such term or provision shall be deemed modified as necessary to

achieve the original intent of the parties with respect to the Agreement.

11.4 Contract Assignment. Neither party may assign their rights and

duties under this Agreement without the consent of the other party, which will

not be unreasonably withheld; however, either party may assign this Agreement to

any parent, subsidiary, or affiliate of such party or to any third party which

succeeds by operation of law to, or purchases or otherwise acquires

substantially all of the assets of such party or a subsidiary or affiliate of

such party and which assumes such party's obligations hereunder, provided,

further, that in no event shall the rights or obligations of either party

hereunder be assigned or assignable by any bankruptcy proceedings, and in no

event shall this Agreement or any rights or privileges hereunder be an asset of

either party under any bankruptcy, insolvency or reorganization proceedings.

The rights and duties of each party will survive any permitted assignment by

either party.

11.5 Waivers and Amendments. No waiver, amendment, or modification of

any provision of this Agreement shall be effective unless consented to by both

parties in writing. No

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failure or delay by either party in exercising any rights, powers, or remedy

under this Agreement shall operate as a waiver of any such right, power, or

remedy.

11.6 Agency. The parties are separate and independent legal entities.

Nothing in this Agreement shall constitute a partnership nor make either party

the agent or representative of the other. Neither party has the authority to

bind the other or to incur liability on behalf of the other, nor to direct the

employees of the other.

11.7 Titles and Headings. The titles and headings of each section are

intended for convenience only and shall not be used in construing or

interpreting the meaning of any particular clause or section.

11.8 Contractual Interpretation. Ambiguities, inconsistencies, or

conflicts in this Agreement shall not be strictly construed against the drafter

of the language but will be resolved by applying the most reasonable

interpretation under the circumstances, giving full consideration to the

parties' intentions at the time this Agreement is entered into.

11.9 No Third Party Rights. This Agreement is not for the benefit of any

third party, and shall not be considered to grant any right or remedy to any

third party whether or not referred to in this Agreement.

11.10 Authority. A.D.A.M. and its representative executing this

Agreement represent and warrant that such representative has the actual

authority to enter into this Agreement on behalf of and to bind A.D.A.M.

thereby. KAINOS and its representative executing this Agreement represent and

warrant that such representative has the actual authority to enter into this

Agreement on behalf of and to bind KAINOS thereby.

11.11 Confidentiality of Agreement. The parties consider the terms of

this Agreement to be confidential. Neither party will disclose this Agreement or

its terms to any third party except (1) to the extent, if any, required by law

or to by the legal, accounting, investment, or banking requirements of a party;

or (2) with the prior written consent of the other party (such consent not to be

unreasonably withheld).

11.12 LIMITATION ON LIABILITY; REMEDIES. NEITHER PARTY SHALL BE LIABLE

TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE

DAMAGES OF ANY KIND OR NATURE, INCLUDING, WITHOUT LIMITATION, THE BREACH OF THIS

AGREEMENT OR ANY TERMINATION OF THIS AGREEMENT, WHETHER SUCH LIABILITY IS

ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT

LIABILITY), OR OTHERWISE, EVEN IF EITHER PARTY HAS WARNED OR BEEN WARNED OF THE

POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. MOREOVER, IN NO EVENT SHALL EITHER

PARTY'S LIABILITY TO THE OTHER

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PARTY OR ANY THIRD PARTY EXCEED THE AMOUNT OF LICENSE FEES PAID TO ADAM AS

PROVIDED UNDER THIS AGREEMENT.

11.13 Survival. The following provisions will survive the termination or

expiration of this Agreement Sections 2.5, 3.1, 4, 5, 6, 8, 10, 11.11, 11.12,

and this 11.13.

11.14 Counterparts. This Agreement may be executed in counterparts, and

a facsimile copy of this Agreement, signed by either party and transmitted to

the other party, will constitute a binding signature to this Agreement.

11.15 Definitions. The following definitions shall apply throughout this

Agreement:

(a) Collateral Materials. "Collateral Materials" means the

instruction manuals (user guide), packaging, labels, promotional and

advertising materials which are or have been developed for use in the sale

and promotion of the Products.

(b) Products. "Products" means the three computer products known

as "Medical HouseCall", "Pediatric HouseCall" and "Illiad", together with

associated Collateral Materials.

(c) Trademarks. "Trademarks" means any trademarks, service marks

or tradenames of A.D.A.M. associated with the Products, as designated by

A.D.A.M.

(d) Territory. "Territory" means anywhere in the world.

11.16 Bankruptcy or Insolvency. This Agreement will survive any

bankruptcy or insolvency of ADAM, and KAINOS will have the right under U.S.

bankruptcy law to elect to continue its licenses hereunder in accordance with

Section 365(n) of the United States Bankruptcy Code.

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date set

forth above.

A.D.A.M. SOFTWARE, INC. KAINOS LABORATORIES, INC.

By: /s/ Robert S. Cramer, Jr. By: /s/ Masanori Hirakawa

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Its: Chairman and CEO

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ITS: President

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EXHIBIT A

Deliverables of A.D.A.M. to Kainos

1. Medical Housecall, Pediatric Housecall, Iliad Product

Windows and Macintosh Source Code (CD-ROM)

2. Applied Medical Informatics Encyclopedia Processes & Tools (document)

3. Applied Medical Informatics Knowledge Engineering Processes (document)

4. Translation Process (document)

ADAM will provide, upon execution of this Agreement, KAINOS all object code,

source code, related technical materials in ADAM's possession relating to the

development of the current versions of the Products, in electronic form, as

listed on EXHIBIT A. ("Deliverables")

ADAM will also use its commercially reasonable efforts to furnish KAINOS with

access to any technical materials or information about the Products that is in

ADAM's possession and control (including using reasonable efforts to obtain such

materials or information from third parties) and would be useful to KAINOS in

the development and manufacture of the Japanese language versions of the

Products (including modifications of the Products developed by KAINOS).

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