UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): June 6, 2017

DATARAM CORPORATION
(Exact name of registrant as specified in its charter)

Nevada	1-8266	22-18314-09
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

777 Alexander Road, Suite 100, Princeton, NJ 08540
(Address of principal executive offices and zip code)

Registrant's telephone number, including area code: (609) 799-0071

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

[ ] Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

[ ] Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

[ ] Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

[ ] Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On June 8, 2017, Dataram Corporation (the "Company") and David A. Moylan, the Company's former President and Chief Executive Officer, entered into a separation agreement (the "Moylan Separation Agreement"). Mr. Moylan remains a director of the Company and its wholly owned subsidiary Dataram Memory and remains the President and Chief Executive Officer of Dataram Memory. As previously disclosed, Mr. Moylan resigned as Chairman of the Board of Directors and as the President and Chief Executive Officer of the Company on May 23, 2017 in connection with the closing of the transactions contemplated by the Agreement and Plan of Merger, as amended and restated on July 29, 2016, and further amended and restated on September 14, 2016 and November 28, 2016 with Dataram Acquisition Sub, Inc., a Nevada corporation and wholly-owned subsidiary of the Company ("DAS"), U.S. Gold Corp., a Nevada corporation ("USG") and Copper King LLC, the principal shareholder of USG pursuant to which USG merged (the "Merger") with and into DAS, with USG surviving the merger as the surviving corporation, as more fully described in that certain Registration Statement on Form S-4 (File No. 333-215385) declared effective by the Securities and Exchange Commission on March 7, 2017 (the "Registration Statement").

Under the terms of the Moylan Separation Agreement, Mr. Moylan will receive a severance payment of an aggregate of $494,227. Unless revoked, the agreement becomes effective eight days following execution. Such severance payment is the sole and exclusive payment by the Company and is in lieu of any and all payments or obligations, including any separation payments under prior agreements between Mr. Moylan and the Company or as described in the Registration Statement. Also as set forth in the Moylan Separation Agreement, Mr. Moylan will, until terminated by the Company's Board of Directors at its sole option with two weeks notice, serve as the President and Chief Executive Officer of Dataram Memory for a monthly fee of $19,667, payable 90% in common stock of the Company and 10% in cash and provide general consulting and support services to the Company.

On June 6, 2017, Anthony Lougee resigned as Chief Financial Officer of the Company pursuant to a Change in Control and Severance Agreement by and between the Company and Mr. Lougee dated July 31, 2015 (the "Lougee Severance Agreement"). Mr. Lougee's decision to resign did not result from any disagreement with the Company, the Company's management or the Board of Directors. On June 8, 2017, the Company entered into a separation agreement with Mr. Lougee (the "Lougee Separation Agreement"). Under the terms of the Lougee Separation Agreement, Mr. Lougee will receive a severance payment of an aggregate of $221,718. Unless revoked, the agreement becomes effective eight days following execution. Such severance payment is the sole and exclusive payment by the Company and is in lieu of any and all payments or obligations, including any separation payments under prior agreements between Mr. Lougee and the Company, including the Lougee Severance Agreement, or as described in the Registration Statement.

On June 8, 2017, we reappointed Mr. Lougee to serve as our Chief Financial Officer and as the Chief Financial Officer of Dataram Memory and entered into an amended and restated offer letter agreement (the "Employment Agreement"). Mr. Lougee's compensation shall remain the same as his compensation immediately prior to his resignation: a base salary of $144,000 with additional monthly cash payments of $2,500 through the earliest to occur of (i) his resignation or removal as Chief Financial Officer of the Company or of Dataram Memory or (ii) November 23, 2017. He shall also receive a monthly award of 500 shares of restricted common stock. Mr. Lougee's employment is on an at-will basis and may be terminated without notice at any time by Mr. Lougee or the Board of Directors. The Employment Agreement cancels and supersedes the Lougee Severance Agreement, the offer letter agreement by and between the Company and Mr. Lougee dated July 31, 2015 and the incentive agreement by and between the Company and Mr. Lougee dated February 7, 2017.

The foregoing description of the terms of the Moylan Separation Agreement, the Lougee Separation Agreement and the Employment Agreement do not purport to be complete and are subject to, and qualified in their entirety by reference to, the Moylan Separation Agreement, the Lougee Separation Agreement and the Employment Agreement, which are filed herewith as Exhibit 10.1, Exhibit 10.2 and 10.3, respectively, and are incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit	Description of Exhibit
10.1	Separation Agreement dated June 8, 2017 by and between Dataram Corporation and David A. Moylan
10.2	Separation Agreement dated June 8, 2017 by and between Dataram Corporation and Anthony Lougee
10.3	Amended and Restated Offer Letter dated June 8, 2017 by and between Dataram Corporation and Anthony Lougee

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

DATARAM CORPORATION

Dated: June 12, 2017

/s/ Edward M. Karr
Edward M. Karr
Chief Executive Officer

SEPARATION AGREEMENT

THIS SEPARATION AGREEMENT (the "Agreement") is entered into as of the 8th day of June, 2017 by and between David A. Moylan ("Moylan") and Dataram Corporation, a Nevada corporation, and subsidiaries ("Dataram" and together with its subsidiaries, the "Company").

WHEREAS, Moylan was employed as the Chief Executive Officer of Dataram and serves on its Board of Directors and as an officer and director of its subsidiaries;

WHEREAS, the Company and Moylan are parties to an offer letter dated as of June 8, 2015 (the "Offer Letter") and a Change of Control Severance Agreement dated as of June 8, 2015 (the "Change of Control Agreement");

WHEREAS, Dataram has concluded a series of transactions pursuant to an Agreement and Plan of Merger, as amended, with Dataram Acquisition Sub, Inc., a Nevada corporation, and U.S. Gold Corp., a Nevada corporation (the "Transaction") as more fully described in that certain Registration Statement on Form S-4 (File No. 333-215385) declared effective by the SEC on March 7, 2017 (the "S-4") which describes, among other things, the rights of Moylan upon termination by the Company to receive a cash payment as agreed in the estimated amount of $500,000 (in addition to vesting of equity and health and welfare benefits (collectively, the "Separation Payments");

WHEREAS, pursuant to the Transaction and as contemplated in the S-4, Moylan resigned from all officer positions of Dataram and currently serves as a director of Dataram, and as a director and officer of Dataram Memory and employee; and

WHEREAS, the Company and Moylan desire to enter into this Agreement providing for Moylan's amicable resignation as an employee from all positions held with the Company, except as a member of Dataram's board of directors and as a director and officer of Dataram Memory, and to provide for a one-time payment to Moylan of the Separation Payments, and in satisfaction of all obligations under the Offer Letter and the Change of Control Agreement and termination of such agreements, as the sole and exclusive obligation of the Company for such resignation and any future events or circumstances with respect to any and all positions with the Company held or to be held by Moylan (unless subject to a separate written agreement by and between the Company and Moylan), and to provide for the ongoing continued service of Moylan as a consultant to the Company following resignation as set forth herein, and such other agreements as are provided for herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

1. Termination Date. Moylan hereby affirms his resignation as President and Chief Executive Officer of Dataram and as the Chairman of its Board of Directors effective May 23, 2017and further acknowledges that his last day of service with the Company as an officer or employee of the Company was May 31, 2017, (the "Termination Date") (other than as an officer of Dataram Memory) , and all other positions and titles held with the Company (including subsidiaries) other than as a member of the Board of Directors of Dataram and of Dataram Memory and an officer of Dataram Memory, to serve until such time as his successor is duly appointed or elected and qualified. Moylan further understands and agrees that, as of the Termination Date, he will be no longer authorized to conduct any business on behalf of the Company as an executive or employee or to hold himself out as an officer of the Company or its subsidiaries except as otherwise provided herein. Any and all positions and/or titles held by Moylan with the Company or any Subsidiaries of the Company will be deemed to have been resigned as of the Termination Date, except as otherwise provided herein.

2. Severance Payment. As severance, the Company shall pay or provide to Moylan the following benefits as the sole and exclusive payments by the Company and in lieu of any and all payments or obligations of the Company whatsoever, including, without limitation, any and all separation payments, or Separation Payments, under the Offer Letter or Change of Control Agreement, as described in the S4, pursuant to any Company policy or procedure, or otherwise (other than as required under any applicable statute, rule or regulation):

(i) $494,227, with such amount payable on the eighth (8th) day following his execution of this Agreement (the "Effective Date").

(ii) Moylan's outstanding and unvested options, if any, shall vest in three equal installments commencing on the Termination Date.

Moylan shall be responsible for the payment of all payroll taxes, Medicare and other taxes, and shall indemnify the Company with respect to the payment of all such amounts. Except as otherwise set forth herein, Moylan will not be entitled to payment of any bonus, vacation or other incentive compensation. Any tax, penalties or interest as a result thereof shall be the sole responsibility of Moylan who agrees to indemnify and hold harmless the Company with respect thereto.

3. Consulting Services. From the period beginning on the Termination Date and until terminated by the Company's Board of Directors at its sole option, with such termination to be effective upon two weeks written notice thereof (the "Term"), for a monthly fee of $19,667, payable 90% in common stock of Dataram and 10% in cash, and as an ongoing condition of payment of the Payment Amounts and other consideration provided for herein, Moylan agrees that he shall provide (i) President and Chief Executive Officer services to Dataram Memory as the Company's or Dataram Memory's Board of Directors may from time to time assign to Moylan and reasonably commensurate with those duties and responsibilities normally associated with and appropriate for someone in the position of President and Chief Executive Officer and (ii) consulting and support services with respect to and in connection with the operation of the Company's business and provide general business and consulting services to the Company to assist in all transitional needs and activities of the Company upon the reasonable request of the Company in support of management of the Company.

4. Moylan's Release. In consideration for the payments and benefits described above and for other good and valuable consideration, Moylan hereby releases and forever discharges the Company and its subsidiaries, as well as its affiliates and all of their respective directors, officers, employees, members, agents, and attorneys, of and from any and all manner of actions and causes of action, suits, debts, claims, and demands whatsoever, in law or equity, known or unknown, asserted or unasserted, which he ever had, now has, or hereafter may have on account of his employment with the Company, the termination of his employment with the Company, and/or any other fact, matter, incident, claim, injury, event, circumstance, happening, occurrence, and/or thing of any kind or nature which arose or occurred prior to the date when he executes this Agreement, including, but not limited to, any and all claims for wrongful termination; breach of any implied or express employment contract; unpaid compensation of any kind; breach of any fiduciary duty and/or duty of loyalty; breach of any implied covenant of good faith and fair dealing; negligent or intentional infliction of emotional distress; defamation; fraud; unlawful discrimination, harassment; or retaliation based upon age, race, sex, gender, sexual orientation, marital status, religion, national origin, medical condition, disability, handicap, or otherwise; any and all claims arising under arising under Title VII of the Civil Rights Act of 1964, as amended ("Title VII"); the Equal Pay Act of 1963, as amended ("EPA"); the Age Discrimination in Employment Act of 1967, as amended ("ADEA"); the Americans with Disabilities Act of 1990, as amended ("ADA"); the Family and Medical Leave Act, as amended ("FMLA"); the Employee Retirement Income Security Act of 1974, as amended ("ERISA"); the Sarbanes-Oxley Act of 2002, as amended ("SOX"); the Worker Adjustment and Retraining Notification Act of 1988 , as amended ("WARN"); and/or any other federal, state, or local law(s) or regulation(s); any and all claims for damages of any nature, including compensatory, general, special, or punitive; and any and all claims for costs, fees, or other expenses, including attorneys' fees, incurred in any of these matters (the "Release"). The Company acknowledges, however, that Moylan does not release or waive any rights to contribution or indemnity under this Agreement to which he may otherwise be entitled. The Company also acknowledges that Moylan does not release or waive any claims, and that he retains any rights he may have, to any vested 401(k) monies (if any) or benefits (if any), or any other benefit entitlement that is vested as of the Termination Date pursuant to the terms of any Company-sponsored benefit plan governed by ERISA. Nothing contained herein shall release the Company from its obligations set forth in this Agreement.

5 . Company Release. In exchange for the consideration provided for in this Agreement, the Company irrevocably and unconditionally releases Moylan of and from all claims, demands, causes of actions, fees and liabilities of any kind whatsoever, which it had, now has or may have against Moylan, as of the date of this Agreement, by reason of any actual or alleged act, omission, transaction, practice, conduct, statement, occurrence, or any other matter, within the reasonable scope of Moylan's employment. The Company represents that, as of the date of this Agreement, there are only two known claims relating to Moylan and in which he is named: (i) *John Freeman v. Dataram Corporation, David A. Moylan, Jon Isaac, and John Does 1-5*, in the Superior Court of the State of New Jersey, Essex County, Docket No. ESX-L-002471-15 and (ii) *Dataram Corporation v. John Freeman, Marc Palker and MPP Associates, Inc.*, in the Superior Court of the State of New Jersey, Mercer County, Docket No. ESX-L-000886-15. The Company further acknowledges that as of the date of this Agreement, there are no additional known claims related to Moylan. The Company agrees to indemnify Moylan against any known and future claims to the extent permitted under the Company's bylaws. Notwithstanding the foregoing, this release does not include any fraud, gross negligence, material misrepresentation or the Company's right to enforce the terms of this Agreement nor does this release include the release of any obligation of Moylan to repay or surrender any benefits received by him as a result of the occurrence of any restatement of any Company financial results from which any benefit derived by Moylan shall have been determined, including pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 or any other applicable law

6. Confidential Information. Moylan understands and acknowledges that during the course of his employment by the Company, during the Term, for a period of two (2) years following the Term, he had and will have access to Confidential Information (as defined below) of the Company. Moylan agrees that, at no time during the Term or a period of two (2) years immediately thereafter, will Moylan (a) use Confidential Information for any purpose other than in connection with services provided under this Agreement or (b) disclose Confidential Information to any person or entity other than to the Company or persons or entities to whom disclosure has been authorized by the Company. As used herein, "Confidential Information" means all information of a technical or business nature relating to the Company or its affiliates, including, without limitation, trade secrets, inventions, drawings, file data, documentation, diagrams, specifications, know-how, processes, formulae, models, test results, marketing techniques and materials, marketing and development plans, price lists, pricing policies, business plans, information relating to customer or supplier identities, characteristics and agreements, financial information and projections, flow charts, software in various stages of development, source codes, object codes, research and development procedures and employee files and information; provided, however, that "Confidential Information" shall not include any information that (i) has entered the public domain through no action or failure to act of Moylan; (ii) was already lawfully in Moylan's possession without any obligation of confidentiality; (iii) subsequent to disclosure hereunder is obtained by Moylan on a non-confidential basis from a third party who has the right to disclose such information to Moylan; or (iv) is ordered to be or otherwise required to be disclosed by Moylan by a court of law or other governmental body; provided, however, that the Company is notified of such order or requirement and given a reasonable opportunity to intervene.

7 . Applicable Law and Dispute Resolution. Except as to matters preempted by ERISA or other laws of the United States of America, this Agreement shall be interpreted solely pursuant to the laws of the State of New York, exclusive of its conflicts of laws principles. Each of the parties hereto irrevocably submits to the exclusive jurisdiction of the courts of the State of New York, for the purposes of any suit, action, or other proceeding arising out of this Agreement or any transaction contemplated hereby.

8. Non-Competition; Non-Solicitation; Non-Disparagement .

(i) Non-Compete. Moylan hereby covenants and agrees that Moylan will not, during the Term or for a period of two (2) years immediately after the Term, without the prior written consent of the Company, directly or indirectly, on his own behalf or in the service or on behalf of others, whether or not for compensation, engage in any business activity, or have any interest in any person, firm, corporation or business, through a subsidiary or parent entity or other entity (whether as a shareholder, agent, joint venturer, security holder, trustee, partner, consultant, creditor lending credit or money for the purpose of establishing or operating any such business, partner or otherwise) with any Competing Business in the Covered Area. For the purpose hereof "Competing Business" means any provider of memory products or memory performance solutions other than Dataram Memory if Moylan is providing services to Dataram Memory as set forth herein, any other business engaged in or planned by the Company on the date hereof and within a period of two (2) years prior to the date hereof, and any mining or resource business conducted by or similar to the business of U.S Gold and its subsidiaries and (ii) "Covered Area" means all geographical areas of the United States and foreign jurisdictions where Company then has offices and/or sells its products directly or indirectly through distributors and/or other sales agents. Notwithstanding the foregoing, Moylan may own shares of companies whose securities are publicly traded, so long as ownership of such securities do not constitute more than one (1%) percent of the outstanding securities of any such company.

(ii) Non-Solicitation and Non-Disparagement. Moylan further agrees that Moylan will not, during the Term or a period of two (2) years immediately after the Termination Date, divert any business of the Competing Business of the Company and/or its affiliates or any customers or suppliers of the Company and/or the Company's and/or its affiliates' with respect to the Competing Business to any other person, entity or competitor, or induce or attempt to induce, directly or indirectly, any person to leave his or her employment with the Company and/or its affiliates. Moylan and the Company each agree that he and it shall not malign, defame, blame, or otherwise disparage the other, either publicly or privately regarding the past or future business or personal affairs of Moylan, the Company or any other officer, director or employee of the Company.

9 . Future Cooperation. Moylan agrees to reasonably cooperate with the Company and its financial and legal advisors, in connection with any business matters for which the Moylan's assistance may be required and in any claims, investigations, administrative proceedings or lawsuits which relate to the Company and for which Moylan may possess relevant knowledge or information. Any travel and accommodation expenses incurred by the Moylan as a result of such cooperation will be reimbursed if approved in writing in advance and are otherwise in accordance with the Company's standard policies.

10. Entire Agreement. This Agreement may not be changed or altered, except by a writing signed by both parties. Until such time as this Agreement has been executed and subscribed by both parties hereto: (i) its terms and conditions and any discussions relating thereto, without any exception whatsoever, shall not be binding nor enforceable for any purpose upon any party; and (ii) no provision contained herein shall be construed as an inducement to act or to withhold an action, or be relied upon as such. This Agreement constitutes an integrated, written contract, expressing the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes any and all prior agreements and understandings, oral or written, between the parties

11. Assignment. Moylan has not assigned or transferred any claim he is releasing, nor has he purported to do so. If any provision in this Agreement is found to be unenforceable, all other provisions will remain fully enforceable. This Agreement binds Moylan's heirs, administrators, representatives, executors, successors, and assigns, and will insure to the benefit of all Released Parties and their respective heirs, administrators, representatives, executors, successors, and assigns.

12. Acknowledgement. Moylan acknowledges that he: (a) has carefully read this Agreement in its entirety; (b) has been advised to consult and has been provided with an opportunity to consult with legal counsel of his choosing in connection with this Agreement; (c) fully understands the significance of all of the terms and conditions of this Agreement and has discussed them with his independent legal counsel or has been provided with a reasonable opportunity to do so; (d) has had answered to his satisfaction any questions asked with regard to the meaning and significance of any of the provisions of this Agreement; (e) is signing this Agreement voluntarily and of his own free will and agrees to abide by all the terms and conditions contained herein; and (f) following his execution of this Agreement, he has seven (7) days in which to revoke his release and that, if he chooses not to so revoke, this Agreement shall become effective and enforceable on the Effective Date. To revoke the Release, Moylan understands that he must give a written revocation to the Company, within the seven (7)-day period following the date of execution of this Agreement. If the last day of the revocation period is a Saturday, Sunday, or legal holiday in the State of New York, then the revocation period shall not expire until the next following day which is not a Saturday, Sunday or legal holiday. If Moylan revokes the Release, this Agreement will not become effective or enforceable and Moylan acknowledges and agrees that he will not be entitled to any benefits hereunder, including in Section 2.

13. Notices. For the purposes of this Agreement, notices, demands and all other communications provided for in this Agreement shall be in writing and shall be delivered (i) personally, (ii) by first class mail, certified, return receipt requested, postage prepaid, (iii) by overnight courier, with acknowledged receipt, or (iv) by facsimile transmission followed by delivery by first class mail or by overnight courier, in the manner provided for in this Section, and properly addressed as follows:

If to the Company: Dataram Corporation
777 Alexander Road
Suite 100
Princeton, NJ 08540
Fax: (609) 799 6096

If to Moylan: David A. Moylan
156 Osborne Avenue
Bay Head, NJ 08742
Email: davemoylan03@yahoo.com
Phone: (917) 913-6686

14. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other parties. In the event that any signature is delivered by facsimile transmission or by an e-mail which contains a portable document format (.pdf) file of an executed signature page, such signature page shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof.

13. Counsel Representation. The Parties hereto further agree that this Agreement has been carefully read and fully understood by them. Each Party hereby represents, warrants, and agrees that he was represented by counsel in connection with the Agreement, has had the opportunity to consult with counsel about the Agreement, has carefully read and considered the terms of this Agreement, and fully understands the same. Moylan represents, warrants and acknowledges that he has retained independent counsel and that counsel to the Company does not represent Moylan.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS HEREOF, the parties hereby enter into this Agreement and affix their signatures as of the date first above written.

DATARAM CORPORATION

By: */s/ Edward Karru*
Name: Edward Karr
Title: Chief Executive Office

By: */s/ David A. Moylan*
Name: David A. Moylan

SEPARATION AGREEMENT

THIS SEPARATION AGREEMENT (the "Agreement") is entered into as of the 8th day of June, 2017 by and between Anthony Lougee ("Lougee") and Dataram Corporation, a Nevada corporation, and subsidiaries ("Dataram" and together with its subsidiaries, the "Company").

WHEREAS, Lougee is employed as the Chief Financial Officer of Dataram and Chief Financial Officer of the Company's subsidiary Dataram Memory;

WHEREAS, the Company and Lougee are parties to an employment agreement dated July 31, 2015 (the "Employment Agreement") (the "Employment Agreement"), a change in control severance agreement dated July 31, 2015 (the "Severance Agreement") and an Incentive Agreement dated February 7, 2017 (the "Incentive Agreement");

WHEREAS, Dataram has concluded a series of transactions pursuant to an Agreement and Plan of Merger, as amended, with Dataram Acquisition Sub, Inc., a Nevada corporation, and U.S. Gold Corp., a Nevada corporation (the "Transaction") as more fully described in that certain Registration Statement on Form S-4 (File No. 333-215385) declared effective by the SEC on March 7, 2017 (the "S-4") which describes, among other things, the rights of Lougee upon termination by the Company to receive a cash payment as agreed in the estimated amount of $200,000 (in addition to vesting of equity and health and welfare benefits (collectively, the "Separation Payments");

WHEREAS, the Company and Lougee desire to enter into this Agreement providing for payment to Lougee of the Separation Benefits and to provide for Lougee's ongoing continued service to the Company as Chief Financial Officer of the Company on an "at will basis".

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

1 . Termination Date . Lougee acknowledges that his last day of service with the Company as an officer or employee of the Company will be June 6, 2017, (the "Termination Date") and Lougee hereby resigns as Chief Financial Officer of the Company and all other positions and titles held with the Company (including subsidiaries) Lougee further understands and agrees that, as of the Termination Date, he will be no longer authorized to conduct any business on behalf of the Company as an executive or employee or to hold himself out as an officer of the Company or its subsidiaries except as otherwise provided herein. Any and all positions and/or titles held by Lougee with the Company or any Subsidiaries of the Company will be deemed to have been resigned as of the Termination Date, except as otherwise provided herein.

2. Severance Payment. As severance, the Company shall pay or provide to Lougee the following benefits as the sole and exclusive payments by the Company and in lieu of any and all payments or obligations of the Company whatsoever, including, without limitation, any and all separation payments, or Separation Payments, under the Employment Agreement, Severance Agreement or Incentive Agreement, as described in the S4, pursuant to any Company policy or procedure, or otherwise (other than as required under any applicable statute, rule or regulation):

(i) $221,718, with such amount payable within 10 days following the Termination Date.

(ii) Lougee's outstanding and unvested options, if any, shall vest in three equal installments commencing on the Termination Date.

Lougee shall be responsible for the payment of all payroll taxes, Medicare and other taxes, and shall indemnify the Company with respect to the payment of all such amounts. Except as otherwise set forth herein, Lougee will not be entitled to payment of any bonus, vacation or other incentive compensation. Any tax, penalties or interest as a result thereof shall be the sole responsibility of Lougee who agrees to indemnify and hold harmless the Company with respect thereto.

3. Reserved.

4 . Lougee's Release . In consideration for the payments and benefits described above and for other good and valuable consideration, Lougee hereby releases and forever discharges the Company and its subsidiaries, as well as its affiliates and all of their respective directors, officers, employees, members, agents, and attorneys, of and from any and all manner of actions and causes of action, suits, debts, claims, and demands whatsoever, in law or equity, known or unknown, asserted or unasserted, which he ever had, now has, or hereafter may have on account of his employment with the Company, the termination of his employment with the Company, and/or any other fact, matter, incident, claim, injury, event, circumstance, happening, occurrence, and/or thing of any kind or nature which arose or occurred prior to the date when he executes this Agreement, including, but not limited to, any and all claims for wrongful termination; breach of any implied or express employment contract; unpaid compensation of any kind; breach of any fiduciary duty and/or duty of loyalty; breach of any implied covenant of good faith and fair dealing; negligent or intentional infliction of emotional distress; defamation; fraud; unlawful discrimination, harassment; or retaliation based upon age, race, sex, gender, sexual orientation, marital status, religion, national origin, medical condition, disability, handicap, or otherwise; any and all claims arising under arising under Title VII of the Civil Rights Act of 1964 , as amended ("Title VII"); the Equal Pay Act of 1963 , as amended ("EPA"); the Age Discrimination in Employment Act of 1967, as amended ("ADEA"); the Americans with Disabilities Act of 1990, as amended ("ADA"); the Family and Medical Leave Act, as amended ("FMLA"); the Employee Retirement Income Security Act of 1974 , as amended ("ERISA"); the Sarbanes-Oxley Act of 2002, as amended ("SOX"); the Worker Adjustment and Retraining Notification Act of 1988 , as amended ("WARN"); and/or any other federal, state, or local law(s) or regulation(s); any and all claims for damages of any nature, including compensatory, general, special, or punitive; and any and all claims for costs, fees, or other expenses, including attorneys' fees, incurred in any of these matters (the "Release"). The Company acknowledges, however, that Lougee does not release or waive any rights to contribution or indemnity under this Agreement to which he may otherwise be entitled. The Company also acknowledges that Lougee does not release or waive any claims, and that he retains any rights he may have, to any vested 401(k) monies (if any) or benefits (if any), or any other benefit entitlement that is vested as of the Termination Date pursuant to the terms of any Company-sponsored benefit plan governed by ERISA. Nothing contained herein shall release the Company from its obligations set forth in this Agreement.

5 . Company Release. In exchange for the consideration provided for in this Agreement, the Company irrevocably and unconditionally releases Lougee of and from all claims, demands, causes of actions, fees and liabilities of any kind whatsoever, which it had, now has or may have against Lougee, as of the date of this Agreement, by reason of any actual or alleged act, omission, transaction, practice, conduct, statement, occurrence, or any other matter, within the reasonable scope of Lougee's employment. The Company represents that, as of the date of this Agreement, there are no known claims relating to Lougee. The Company agrees to indemnify Lougee against any future claims to the extent permitted under the Company's bylaws. Notwithstanding the foregoing, this release does not include any fraud, gross negligence, material misrepresentation or the Company's right to enforce the terms of this Agreement nor does this release include the release of any obligation of Lougee to repay or surrender any benefits received by him as a result of the occurrence of any restatement of any Company financial results from which any benefit derived by Lougee shall have been determined, including pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 or any other applicable law

6. Confidential Information. Lougee understands and acknowledges that during the course of his employment by the Company, he had and will have access to Confidential Information (as defined below) of the Company. Lougee agrees that, for a period of two (2) years from the Termination Date, he shall not (a) use Confidential Information for any purpose other than in connection with services provided under this Agreement or (b) disclose Confidential Information to any person or entity other than to the Company or persons or entities to whom disclosure has been authorized by the Company. As used herein, " Confidential Information" means all information of a technical or business nature relating to the Company or its affiliates, including, without limitation, trade secrets, inventions, drawings, file data, documentation, diagrams, specifications, know-how, processes, formulae, models, test results, marketing techniques and materials, marketing and development plans, price lists, pricing policies, business plans, information relating to customer or supplier identities, characteristics and agreements, financial information and projections, flow charts, software in various stages of development, source codes, object codes, research and development procedures and employee files and information; provided, however, that "Confidential Information" shall not include any information that (i) has entered the public domain through no action or failure to act of Lougee; (ii) was already lawfully in Lougee's possession without any obligation of confidentiality; (iii) subsequent to disclosure hereunder is obtained by Lougee on a non-confidential basis from a third party who has the right to disclose such information to Lougee; or (iv) is ordered to be or otherwise required to be disclosed by Lougee by a court of law or other governmental body; provided, however, that the Company is notified of such order or requirement and given a reasonable opportunity to intervene.

7 . Applicable Law and Dispute Resolution. Except as to matters preempted by ERISA or other laws of the United States of America, this Agreement shall be interpreted solely pursuant to the laws of the State of New York, exclusive of its conflicts of laws principles. Each of the parties hereto irrevocably submits to the exclusive jurisdiction of the courts of the State of New York, for the purposes of any suit, action, or other proceeding arising out of this Agreement or any transaction contemplated hereby.

8. Non-Competition; Non-Solicitation; Non-Disparagement .

(i) Non-Compete. Lougee hereby covenants and agrees that Lougee will not, for a period of two (2) years immediately after the Termination Date, without the prior written consent of the Company, directly or indirectly, on his own behalf or in the service or on behalf of others, whether or not for compensation, engage in any business activity, or have any interest in any person, firm, corporation or business, through a subsidiary or parent entity or other entity (whether as a shareholder, agent, joint venturer, security holder, trustee, partner, consultant, creditor lending credit or money for the purpose of establishing or operating any such business, partner or otherwise) with any Competing Business in the Covered Area. For the purpose hereof "Competing Business" means any provider of memory products or memory performance solutions other than Dataram Memory if Lougee is providing services to Dataram Memory as set forth herein or pursuant to any other agreement by and between Lougee and the Company, any other business engaged in or planned by the Company on the date hereof and within a period of two (2) years prior to the date hereof, and any mining or resource business conducted by or similar to the business of U.S Gold and its subsidiaries and (ii) "Covered Area" means all geographical areas of the United States and foreign jurisdictions where Company then has offices and/or sells its products directly or indirectly through distributors and/or other sales agents. Notwithstanding the foregoing, Lougee may own shares of companies whose securities are publicly traded, so long as ownership of such securities do not constitute more than one (1%) percent of the outstanding securities of any such company.

(ii) Non-Solicitation and Non-Disparagement. Lougee further agrees that Lougee will not, for a period of two (2) years immediately after the Termination Date, divert any business of the Competing Business of the Company and/or its affiliates or any customers or suppliers of the Company and/or the Company's and/or its affiliates' with respect to the Competing Business to any other person, entity or competitor, or induce or attempt to induce, directly or indirectly, any person to leave his or her employment with the Company and/or its affiliates. Lougee and the Company each agree that he and it shall not malign, defame, blame, or otherwise disparage the other, either publicly or privately regarding the past or future business or personal affairs of Lougee, the Company or any other officer, director or employee of the Company.

9. Future Cooperation. Lougee agrees to reasonably cooperate with the Company and its financial and legal advisors, in connection with any business matters for which the Lougee's assistance may be required and in any claims, investigations, administrative proceedings or lawsuits which relate to the Company and for which Lougee may possess relevant knowledge or information. Any travel and accommodation expenses incurred by the Lougee as a result of such cooperation will be reimbursed if approved in writing in advance and are otherwise in accordance with the Company's standard policies.

10. Entire Agreement. This Agreement may not be changed or altered, except by a writing signed by both parties. Until such time as this Agreement has been executed and subscribed by both parties hereto: (i) its terms and conditions and any discussions relating thereto, without any exception whatsoever, shall not be binding nor enforceable for any purpose upon any party; and (ii) no provision contained herein shall be construed as an inducement to act or to withhold an action, or be relied upon as such. This Agreement constitutes an integrated, written contract, expressing the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes any and all prior agreements and understandings, oral or written, between the parties

11. Assignment. Lougee has not assigned or transferred any claim he is releasing, nor has he purported to do so. If any provision in this Agreement is found to be unenforceable, all other provisions will remain fully enforceable. This Agreement binds Lougee's heirs, administrators, representatives, executors, successors, and assigns, and will insure to the benefit of all Released Parties and their respective heirs, administrators, representatives, executors, successors, and assigns.

12. Acknowledgement. Lougee acknowledges that he: (a) has carefully read this Agreement in its entirety; (b) has been advised to consult and has been provided with an opportunity to consult with legal counsel of his choosing in connection with this Agreement; (c) fully understands the significance of all of the terms and conditions of this Agreement and has discussed them with his independent legal counsel or has been provided with a reasonable opportunity to do so; (d) has had answered to his satisfaction any questions asked with regard to the meaning and significance of any of the provisions of this Agreement; (e) is signing this Agreement voluntarily and of his own free will and agrees to abide by all the terms and conditions contained herein; and (f) following his execution of this Agreement, he has seven (7) days in which to revoke his release and that, if he chooses not to so revoke, this Agreement shall become effective and enforceable on the eighth (8th) day following his execution of this Agreement (the "Effective Date"). To revoke the Release, Lougee understands that he must give a written revocation to the Company, within the seven (7)-day period following the date of execution of this Agreement. If the last day of the revocation period is a Saturday, Sunday, or legal holiday in the State of New York, then the revocation period shall not expire until the next following day which is not a Saturday, Sunday or legal holiday. If Lougee revokes the Release, this Agreement will not become effective or enforceable and Lougee acknowledges and agrees that he will not be entitled to any benefits hereunder, including in Section 2.

13. Notices. For the purposes of this Agreement, notices, demands and all other communications provided for in this Agreement shall be in writing and shall be delivered (i) personally, (ii) by first class mail, certified, return receipt requested, postage prepaid, (iii) by overnight courier, with acknowledged receipt, or (iv) by facsimile transmission followed by delivery by first class mail or by overnight courier, in the manner provided for in this Section, and properly addressed as follows:

If to the Company:	Dataram Corporation 777 Alexander Road Suite 100 Princeton, NJ 08540 Fax:
If to Lougee:	Anthony Lougee

14. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other parties. In the event that any signature is delivered by facsimile transmission or by an e-mail which contains a portable document format (.pdf) file of an executed signature page, such signature page shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof.

13. Counsel Representation. The Parties hereto further agree that this Agreement has been carefully read and fully understood by them. Each Party hereby represents, warrants, and agrees that he was represented by counsel in connection with the Agreement, has had the opportunity to consult with counsel about the Agreement, has carefully read and considered the terms of this Agreement, and fully understands the same. Lougee represents, warrants and acknowledges that he has retained independent counsel and that counsel to the Company does not represent Lougee.

[signature page follows immediately]

IN WITNESS HEREOF, the parties hereby enter into this Agreement and affix their signatures as of the date first above written.

DATARAM CORPORATION

By: */s/ Edward Karr*
Name: Edward Karr
Title: Chief Executive Officer

/s/ Anthony Lougee
Anthony Lougee

Mr. Anthony M. Lougee
777 Alexander Road, suite 100
Princeton, NJ 08540

Dear Mr. Lougee:

This letter agreement amends and restates the employment letter entered into between Anthony Lougee ("you" or the "Executive") and Dataram Corporation, a Nevada corporation, and subsidiaries ("Dataram" and together with its subsidiaries, the "Company") dated July 31, 2015 (the "Original Employment Letter"). It also replaces and supersedes in their entirety the Change in Control Severance Agreement between you and Dataram dated July 31, 2015 (the "Severance Agreement") and the Incentive Agreement between you and Dataram dated February 16, 2017 (the "Incentive Agreement" and, together with the Original Employment Letter and the Severance Agreement, the "Prior Agreements").

You will to work at the Company's Princeton office in the role of Chief Financial Officer of Dataram and Dataram's subsidiary Dataram Memory.

1) Employment Effective: June 8, 2017

2) Position Titles: Chief Financial Officer, Dataram Corporation and Chief Financial Officer of Dataram Memory

3) Reporting Relationship:

   a) You will report directly to the Chief Executive Officer ("CEO") of Dataram Corporation.

   b) Reporting to the CEO include the following functions: finance, accounting, and support operations for the Company and Dataram Memory.

4) At-Will Employment: Employment with the Company is for no specific period of time. Your employment with the Company will be on an "at will" basis, meaning that either you or the Company may terminate your employment at any time for any reason or no reason. The Company also reserves the right to modify or amend the terms of your employment at any time for any reason. Any contrary representations which may have been made to you are superseded by this letter agreement. This is the full and complete agreement between you and the Company on this term. Although your job duties, title, compensation and benefits, as well as the Company's personnel policies and procedures, may change from time to time, the "at will" nature of your employment may only be changed in an express written agreement approved by the Company's Board of Directors.

5) Cash Compensation:

   a) Base Salary:

      i) You will earn a base salary of $144,000 on an annualized basis paid in semi-monthly pay period increments, less appropriate withholdings.

      ii) Future base salary reviews will be conducted on an annual basis and be subject to individual performance and overall Company performance.

      iii) The Company shall pay you an additional monthly cash payment, above and beyond your current base salary, of $2,500 (the "Incentive - Cash"). Incentive-Cash payments will continue until the earlier to occur of (i) your resignation or removal as Chief Financial Officer of Dataram or Dataram Memory or (ii) November 23, 2017.

   b) Incentive Compensation:

      i) The Company shall issue you a monthly equity award of 500 restricted shares of common stock (the "Incentive - Equity"). Incentive - Equity issuances will continue until the earlier to occur of (i) your resignation or removal as Chief Financial Officer of Dataram or Dataram Memory or (ii) November 23, 2017. The value of the shares subject to the Incentive - Equity will be determined as of market close on the last date of each month the shares are awarded in, and the award fully vests upon issuance. The award is subject to all applicable tax and other legally-required withholdings.

      ii) You will be eligible to receive additional equity grants based on Company growth, individual contributions, and strategic initiatives.

6) Reimbursement for Expenses: The Company will reimburse you for all documented expenses properly incurred by you in the performance of your duties under this agreement.

7) Paid Time Off: Paid time off is on a calendar year basis. You will receive 25 days each year in personal Paid Time Off, accrued per company policy.

8) Healthcare, Life Insurance, 401k, Holidays and Other Benefits:

a) You and your eligible dependents will be eligible for coverage under the Company's healthcare plan in accordance with the terms of the plan.

b) All other benefits not specifically defined in this offer letter will be provided consistent with the Company's policies and programs.

c) The Company agrees to indemnify Lougee against any future claims to the extent permitted under the Company's bylaws.

9) Certain Other Agreements between You and the Company:

a) Company Protection Agreement: By signing this letter agreement, you reaffirm the terms and conditions of the Company Protection Agreement by and between you and the Company, dated July 31, 2015.

b) Separation Agreement: Notwithstanding anything to the contrary herein, the Separation Agreement by and between you and Dataram dated June 6, 2017 (the "Separation Agreement"), shall remain in full force and effect, except as modified by your employment pursuant to this agreement. For the avoidance of doubt, the Company's obligations under Section 2 and Section 5 of the Separation Agreement and your obligations under Section 4 and Section 9 of the Separation Agreement shall remain in full force and effect.

10) No Conflicting Obligations: You understand and agree that by signing this letter agreement, you represent to the Company that your performance will not breach any other agreement to which you are a party and that you have not, and will not during the term of your employment with the Company, enter into any oral or written agreement in conflict with any of the provisions of this letter or the Company's policies.

11) Confidential Information:

a) The Executive recognizes, acknowledges and agrees that he has had and will continue to have access to secret and confidential information regarding the Company, its subsidiaries and their respective businesses ("Confidential Information"), including but not limited to, its products, methods, formulas, software code, patents, sources of supply, customer dealings, data, know-how, trade secrets and business plans, provided such information is not in or does not hereafter become part of the public domain, or become known to others through no fault of the Executive. The Executive acknowledges that such information is of great value to the Company, is the sole property of the Company, and has been and will be acquired by him in confidence. In consideration of the obligations undertaken by the Company herein, the Executive will not, at any time, during or after his employment hereunder, reveal, divulge or make known to any person, any information acquired by the Executive during the course of his employment, which is treated as confidential by the Company, and not otherwise in the public domain. The provisions of this Section 11 shall survive the termination of the Executive's employment hereunder.

b) The Executive affirms that he does not possess and will not rely upon the protected trade secrets or confidential or proprietary information of any prior employer(s) in providing services to the Company or its subsidiaries.

c) In the event that the Executive's employment with the Company terminates for any reason, the Executive shall deliver forthwith to the Company any and all originals and copies, including those in electronic or digital formats, of Confidential Information; provided, however, the Executive shall be entitled to retain (i) papers and other materials of a personal nature, including, but not limited to, photographs, correspondence, personal diaries, calendars and rolodexes, personal files and phone books, (ii) information showing his compensation or relating to reimbursement of expenses, (iii) information that he reasonably believes may be needed for tax purposes and (iv) copies of plans, programs and agreements relating to his employment, or termination thereof, with the Company. The covenants and agreements in this Section 11 shall exclude excludes information (A) which is in the public domain through no unauthorized act or omission of Executive or (B) which becomes available to Executive on a non-confidential basis from a source other than Company or its affiliates without breach of such source's confidentiality or non-disclosure obligations to Company or any of its affiliates.

12) Non-Competition and Non-Solicitation:

a) The Executive agrees and acknowledges that the Confidential Information that the Executive has already received and will receive is valuable to the Company and that its protection and maintenance constitutes a legitimate business interest of the Company, to be protected by the non-competition restrictions set forth herein. The Executive agrees and acknowledges that the non-competition restrictions set forth herein are reasonable and necessary and do not impose undue hardship or burdens on the Executive. The Executive also acknowledges that the Company's Business (as defined in Section 12(b) (1) below) is conducted throughout the world (the "Territory"), and that the Territory, scope of prohibited competition, and time duration set forth in the non-competition restrictions set forth below are reasonable and necessary to maintain the value of the Confidential Information of, and to protect the goodwill and other legitimate business interests of, the Company, its affiliates and/or its clients or customers. The provisions of this Section 12 shall survive the termination of the Executive's employment hereunder for the time periods specified below.

b) The Executive hereby agrees and covenants that he shall not without the prior written consent of the Company, directly or indirectly, in any capacity whatsoever, including, without limitation, as an employee, employer, consultant, principal, partner, shareholder, officer, director or any other individual or representative capacity (other than (i) as a holder of less than two (2%) percent of the outstanding securities of a company whose shares are traded on any national securities exchange or (ii) as a limited partner, passive minority interest holder in a venture capital fund, private equity fund or similar investment entity which holds or may hold an equity or debt position in portfolio companies that are competitive with the Company; provided however, that the Executive shall be precluded from serving as an operating partner, general partner, manager or governing board designee with respect to such portfolio companies), or whether on the Executive's own behalf or on behalf of any other person or entity or otherwise howsoever, during the Term and thereafter to the extent described below, within the Territory.

1) Engage, own, manage, operate, control, be employed by, consult for, participate in, or be connected in any manner with the ownership, management, operation or control of any business in competition with the Business of the Company, as defined in the next sentence. For purposes hereof, the Company's "Business" shall mean the provision of memory products or memory performance solutions, and any mining or resource business.

2) Recruit, solicit or hire, or attempt to recruit, solicit or hire, any employee, or independent contractor of the Company to leave the employment (or independent contractor relationship) thereof, whether or not any such employee or independent contractor is party to an employment agreement, for the purpose of competing with the Business of the Company.

3) Attempt in any manner to solicit or accept from any customer of the Company, with whom Executive had significant contact during Executive's employment by the Company (whether under this agreement or otherwise), business of the kind or competitive with the business done by the Company with such customer or to persuade or attempt to persuade any such customer to cease to do business or to reduce the amount of business which such customer has customarily done or might do with the Company, or if any such customer elects to move its business to a person other than the Company, provide any services of the kind or competitive with the business of the Company for such customer, or have any discussions regarding any such service with such customer, on behalf of such other person for the purpose of competing with the Business of the Company; or

With respect to the activities described in Paragraphs (1), (2), (3) and (4) above, the restrictions of this Section 12(b) shall continue during your employment under this agreement and for a period of two years thereafter.

12) Section 409A:

a) The provisions of this agreement are intended to comply with or are exempt from Section 409A of the Code ("Section 409A") and the related Treasury Regulations and shall be construed in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A. The Company and the Executive agree to work together in good faith to consider amendments to this agreement and to take such reasonable actions necessary, appropriate or desirable to avoid imposition of any additional tax under Sec12) tion 409A or income recognition prior to actual payment to the Executive under this agreement.

b) I t is intended that any expense reimbursement made under this agreement shall be exempt from Section 409A. Notwithstanding the foregoing, if any expense reimbursement made under this agreement shall be determined to be "deferred compensation" subject to Section 409A ("Deferred Compensation"), then (a) the right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit, (b) the amount of expenses eligible for reimbursement, or in-kind benefits, provided during any taxable year shall not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year (provided that this clause (b) shall not be violated with regard to expenses reimbursed under any arrangement covered by Section 105(b) of the Code solely because such expenses are subject to a limit related to the period the arrangement is in effect) and (c) such payments shall be made on or before the last day of the taxable year following the taxable year in which the expense was incurred.

c) With respect to the time of payments of any amount under this agreement that is Deferred Compensation, references in the Agreement to "termination of employment" and substantially similar phrases, including a termination of employment due to the Executive's Disability, shall mean "Separation from Service" from the Company within the meaning of Section 409A (determined after applying the presumptions set forth in Treasury Regulation Section 1.409A-1(h)(1)). Each installment payable hereunder shall constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b), including Treasury Regulation Section 1.409A-2(b)(2)(iii). Each payment that is made within the terms of the "short-term deferral" rule set forth in Treasury Regulation Section 1.409A-1(b)(4) is intended to meet the "short-term deferral" rule. Each other payment is intended to be a payment upon an involuntary termination from service and payable pursuant to Treasury Regulation Section 1.409A-1(b)(9)(iii), et. seq., to the maximum extent permitted by that regulation, with any amount that is not exempt from Code Section 409A being subject to Code Section 409A.

d) Notwithstanding anything to the contrary in this agreement, if the Executive is a "specified employee" within the meaning of Section 409A at the time of the Executive's termination, then only that portion of the severance and benefits payable to the Executive pursuant to this agreement, if any, and any other severance payments or separation benefits which may be considered Deferred Compensation (together, the "Deferred Separation Benefits"), which (when considered together) do not exceed the Section 409A Limit (as defined herein) may be made within the first six (6) months following the Executive's termination of employment in accordance with the payment schedule applicable to each payment or benefit. Any portion of the Deferred Separation Benefits in excess of the Section 409A Limit otherwise due to the Executive on or within the six (6) month period following the Executive's termination will accrue during such six (6) month period and will become payable in one lump sum cash payment on the date six (6) months and one (1) day following the date of the Executive's termination of employment. All subsequent Deferred Separation Benefits, if any, will be payable in accordance with the payment schedule applicable to each payment or benefit. Notwithstanding anything herein to the contrary, if the Executive dies following termination but prior to the six (6) month anniversary of the Executive's termination date, then any payments delayed in accordance with this paragraph will be payable in a lump sum as soon as administratively practicable after the date of the Executive's death and all other Deferred Separation Benefits will be payable in accordance with the payment schedule applicable to each payment or benefit.

e) For purposes of this agreement, "Section 409A Limit" shall mean a sum equal to (x) the amounts payable within the terms of the "short-term deferral" rule under Treasury Regulation Section 1.409A-1(b)(4) plus (y) the amount payable as "separation pay due to involuntary separation from service" under Treasury Regulation Section 1.409A-1(b)(9)(iii) equal to the lesser of two (2) times: (i) the Executive's annualized compensation from the Company based upon his annual rate of pay during the Executive's taxable year preceding his taxable year when his employment terminated, as determined under Treasury Regulation 1.409A-1(b)(9)(iii)(A)(1); and (ii) the maximum amount that may be taken into account under a qualified plan pursuant to Section 401(a)(17) of the Code for the year in which the Executive's employment is terminated.

This letter agreement contains the entire understanding, and cancels and supersedes all prior agreements, including, without limitation, the Prior Agreements, but excluding the Company Protection Agreement and Separation Agreement as provided herein, and any agreement in principle or oral statement, letter of intent, statement of understanding or guidelines of the parties hereto with respect to the subject matter hereof. This agreement may be amended, supplemented or otherwise modified only by a written document executed by each of the parties hereto or their respective successors or assigns. You acknowledge that you are entering into this letter agreement of your own free will and accord with no duress and that you have read this agreement and understand it and its legal consequences.

Except as to matters preempted by ERISA or other laws of the United States of America, this agreement shall be interpreted solely pursuant to the laws of the State of New York, exclusive of its conflicts of laws principles. Each of the parties hereto irrevocably submits to the exclusive jurisdiction of the courts of the State of New York, for the purposes of any suit, action, or other proceeding arising out of this agreement or any transaction contemplated hereby.

[signature page follows immediately]

Very truly yours,

DATARAM CORPORATION

/s/ Edward Karr

By: Edward Karr
Title: Chief Executive Officer

ACCEPTED AND AGREED:

Anthony Lougee

/s/ Anthony Lougee

Signature

Date June 7, 2017