
SOFTWARE LICENSE TERMS
and
SOFTWARE MAINTENANCE AGREEMENT
digipaX GmbH for end customers

Preamble

digipaX is software designed for processing of medical imaging data. digipaX GmbH as a software developer and manufacturer as well as an exclusive holder of all protection rights grants the Licensee a non-exclusive license to use the digipaX software on the conditions specified hereafter.

§ 1 Subject of agreement

1. These terms and conditions govern the issues of putting at customer's disposal, i.e. installation and use of copies of digipaX software (hereinafter: "digipaX"), by the software developer and manufacturer - digipaX GmbH (hereinafter "Licensor"), and all related legal relations between Licensor and a purchaser, and the end-user of digipaX software (hereinafter "Licensee").
2. DigipaX software consists of a digipaX respectively digipaX2 program (hereinafter: "digipaX") and a "digipaX viewer" (dpView) respectively "digipaX 2 Patient-CD Viewer" (dpview2) (hereinafter: "digipaX viewer") in machine-readable object code, configuration files and electronic user manual / documentation. The source code is clearly not included in the within the scope of supply.
3. The Licensor offers software support limited to the upgrades against payment (§ 6 of these Terms and Conditions) under this Agreement.

§ 2 Delivery and installation of software

1. digipaX software is distributed by the distributors / specialist retailers. Installation and admin configuration of digipaX can be executed only by a qualified distributor (the administrator).
2. The Licensee acquires the rights to use digipaX on the rules specified herein along with the installation and activation of digipaX carried out by the distributor at the Licensee's and after payment of fees for a business use and a license. In this regard, the distributor is expressly authorized to submit such a statement to the Licensee also in his own name and with effect in relation to the Licensor.

3. The Licensee reserves the copyright to all digipaX copies until full payment for the use and license. In case of breach of contract by the Licensee, in particular in the event of delay in payment, the Licensor is entitled to claim reimbursement of all copies of the subject of the license, which he reserved the copyright to, or to remove digipaX and all the installed parts of program at the Licensee's expense. In such case, the Licensor shall confirm in writing that he does not keep any copies of the subject of the license and that all installations within the subject of the license have been irrevocably removed from the Licensee's system.

§ 3 Transfer of rights

1. Licensee shall provide Licensor an ordinary non-transferable right to use the digipaX software in accordance with the provisions of this Agreement. Conferring the rights shall be exclusively subject to the payment of full amount for the business use and the license to the benefit of the distributor / specialist retailer.
2. The right to use digipaX is limited to downloading, importing, processing, storage in memory, displaying, analyzing and further transfer of medical imaging data.
3. The right to copy digipaX is limited to installation of software on a computer or in the system in the possession of the Licensee to meet conditions of use referred to in § 3. 2 and copy necessary to retrieve, display, perform, transmit and store digipaX in the system memory. A license file will be uploaded to the Licensee's computer system to activate and run digipaX, as well as for the safety. The license file will be installed on the Licensee's computer equipment. Preparing backups by the Licensee is allowed.
4. Installation and administration configuration of the system are subject to an authorized person. These include digipaX employees and specially qualified and trained distributors (specialized retailers).
5. Making the digipaX software available to third parties, or transferring rights to use under this Agreement, or transferring the sub-license to the third party are not allowed without the explicit consent of the Licensor.
6. The Customer shall use this license at any time only once. Use of the software in the network that enables simultaneously use by several employees/users of the Licensee is - without acquiring multiple licenses - not allowed. digipaX copies may be used only under the licenses purchased.
7. Changes and modifications of digipaX are prohibited, except as provided in § 69d paragraph 1 and § 69c paragraph 2 of the Copyright Act.
8. The Licensee shall not decompile digipaX software, as provided in § 69e of the Copyright Act.
9. digipaX uses the existing software/ software components of third parties. The above-mentioned transfer of rights takes place when providing a relevant license to use software or software components of third parties. Necessary information on the copyright is given in copyrights.txt in the digipaX installation directory file.

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10. The Licensee shall not be granted broader rights to use the digipaX software. Extension of the above mentioned rights to use requires explicit written consent.

§ 4 Special restrictions on use

Software called "digipaX viewer" shall not be used for any use of medical expertise related to giving diagnosis and assessment of patients' images. digipaX applications, which in effect would be subject to the law on medical devices, are prohibited.

§ 5 License fees

Single fee for the use and license granting the rights to use certain terms under this license and the applicable payment provisions, result from the contract with the distributor.

§ 6 Software updates against payment, annual fee, termination of the contract

1. Under this license agreement the Licensor provides all digipaX software updates against payment in relation to the changes / extensions in the program.
 - (a) The Licensor may provide updates as separate storage medium and / or files to download. The required documentation is provided only in a printable electronic form.
 - (b) Update packages must be installed by a specialist retailer at the Licensee's site.
 - (c) The Licensor grants the Licensee the right to use all updates to digipaX software, which will be used as intended, or have to replace them.
2. The fee for software maintenance (updates) is agreed with the distributor and calculated on an annual basis. The amount of the first payment for maintenance service and software updates, as specified in paragraph 1, shall be calculated one year after the installation and activation of digipaX at the Licensee's site. Then the fee is charged by the distributor, in advance and on an annual basis.
3. This agreement for digipaX software updates against payment begins when installing and activating digipaX at the Licensee's site by the distributor and it is concluded for an indefinite period, unless agreed otherwise. The agreement may be terminated in writing by either of the parties to the agreement subject to a three months period of notice to the end of the year.

§ 7 Protection of data

The Licensee is obliged to protect sensitive data, particularly medical imaging data and programs in his system, or computer network at regular intervals, in order to ensure possibility to restore them. The Licensee shall follow the instructions contained in the online user manual / documentation and instructions of the digipaX Distributor.

§ 8 Claims for material defects

1. Software provided by the Licensor corresponds to the product description contained in the digipaX electronic user manual / documentation software for specific use. Right to lodge claims for defects does not apply in the case of minor deviations from the agreed or assumed features and only slight reduction of usefulness. The product description is not guaranteed without specific written agreement. When supplying the updates, extensions or new versions of the software, the claims for defects are limited to the supplied updates, extensions or new versions of the software in relation to its current state.
2. If the Licensee requests some corrective actions for defects, the Licensor shall have the right to choose between repair, delivery of replacement product or a substitute. If after the expiry of the first deadline for corrective action the Licensee appoints the Licensor an additional term and this term has also expired without success, or if attempts to repair, replacement or supply of a replacement product failed, the Licensee may at the discretion and under the conditions provided in the regulations terminate the contract or claim a price reduction for the product, or claim for expenses arising out and in connection with damages or incurred cost. The corrective actions may have the form of transfer or installation of a new version of the program or alternatives. If the defect has no or only a slight negative impact on the functionality of the product, the Licensor is entitled, without further warranty claims, to remove the defects by delivery of new version or updates as part of its plan to create new versions, updates and software enhancements.
3. Claims for defects must be made in writing and with the list of defects in the form of description, a paper printout from the system or other documents that define the defects. Claim for defects should be detailed, so to be able to reproduce the error. This rule does not change the obligation specified herein to investigate and challenge the product by the Licensee.
4. Claim's period of prescription is 12 months. This period shall start with the delivery of the first copy of the subject of the license, including user licenses. For supply of updates, enhancements and new versions the period of prescription for each of these parts shall start on the delivery day.
5. Claims for damages are subject to restrictions specified in § 10.
6. If the defect is a faulty product provided by the subcontractor, and the subcontractor is not the Licensor's subcontractor, but the Licensor provides the Licensee with an external product, the Licensee's claim for defects is limited to assignment of warranty claims of the Licensor against to his subcontractor. This rule does not apply if the defect is based on improper handling of the product by the Licensee. This inability of Licensee to claim for defects against the subcontractor out of court does not affect the subordinate liability of the Licensor for defects.
7. Modification or extension of services or supplied goods, made by the Licensee himself or on his behalf by the third party, deprive the Licensee of options to make claims for defects, unless the Licensee demonstrates that the change or extension is not the cause of the existing defect. The Licensor shall not be responsible for defects

resulting from improper handling or operating conditions and use of improper equipment by the Licensee.

8. The Licensor may refuse to take corrective action unless the Licensee pays the full amount of the agreed remuneration after deducting the part corresponding to the economic importance of the defect.

§ 9 Claims for legal defects

1. digipaX software, which is supplied or provided by the Licensor, is free from any encumbrances and charges of the third parties standing in the way of using software in accordance with the agreement.
2. If such rights were granted to third parties and these parties would assert their rights, the Licensee shall do everything in his power and at his own expense to protect the software from pursuing rights of third parties. The Licensee shall promptly notify the Licensor in writing of the vindication of rights by the third parties and shall provide the Licensor any and all powers of attorney and authorizations required to protect the software from pursuing rights by the third parties.
3. In the event of presence of legal defects the Licensor (a) is entitled at his discretion to (i) remove the rights of third parties, which are an obstacle to the use of software in accordance with the contract, by taking appropriate legal actions, or (ii) prevent the third parties from pursuing the rights or (iii) to change or replace the software in such a way that it does not infringe the rights of third parties, provided that this does not cause substantial damage to the functionality of the software, and (b) is obliged to pay the Licensee all costs incurred during legal proceedings.
4. In the case the Licensee fails to remove the rights of third parties in accordance with paragraph within a reasonable and extra period of time specified by the Licensee, the Licensee may in certain circumstances the right, at his discretion, to withdraw from the contract or demand a reduction in price of the product or compensation.

§ 10 Liability, damages

1. Under this agreement the Licensor shall only be liable in accordance with the provisions set out in the following paragraphs (a) to (e).
 - (a) Licensor is responsible without limitation for damages caused intentionally or by gross negligence of the Licensor, his legal representatives or employees, and for damages caused intentionally by his subcontractors; gross negligence of other subcontractors is determined within the scope set out in paragraph (e) as the provisions for an omission.
 - (b) The Licensor is responsible without limitation for damages arising from gross and intentional negligence, which resulted in loss of life and health, caused by the Licensor, his legal representatives or subcontractors.

- (c) The Licensor is responsible for damages arising from the lack of promise of a competence up to the amount that was included in the promise, and which was known to the Licensor when making a promise.
 - (d) Liability under the Medical Device Directive and the Product Liability Act remains unaffected.
 - (e) The licensor shall be liable for damages arising from the breach of contractual obligations caused by the licensor, its legal representatives or subcontractors; the main obligations are those which formed the basis of the agreement, were crucial to the completion of the contract and the Licensee was sure about. If the Licensor has violated the main obligations negligently, his liability is limited to the amount that was foreseeable to the Licensor and resulted at the time of the respective service.
2. The Licensor shall be responsible for loss of data only to the amount that would cover restoration of data in case it was properly and regularly secured.
 3. The Licensor's further liability is excluded in principle.

§ 11 Final provisions

1. Changes to this agreement shall be null and void unless made in writing. The same applies to the amendment of this requirement.
2. This Agreement shall be governed by the law of the Federal Republic of Germany excluding the United Nations Convention on Contracts for the International Sale of Goods.
3. The parties agree that the court solely responsible for the settlement of all disputes arising from and occurring in connection with this Agreement shall be the court competent for the seat of the Licensor, provided that the Licensee is a merchant within the meaning of the German Commercial Code or the Licensee at the time of filing a suit is not established in the Republic of Germany.
4. In case it turns out that the individual provisions of the contract are not practicable or effective, the situation does not affect the validity of the remaining parts of the contract. In such a situation the parties agree to replace the unenforceable or ineffective provision by an effective provision, which is legally permissible content is economically closest to the sense and purpose of the ineffective provision. The same applies in case of the existence of some legal loopholes, which the parties do not take into account.

Dated on: 05/12/2022

digipaX GmbH, Leipzig