



mediCAD Web License Agreement

-FOR CLINIC HOSTING-

between

mediCAD Hectec GmbH

Opalstr. 54

84032 Altdorf, Germany

(hereinafter "mediCAD Hectec GmbH")

and

XXX

XXX

XXX

(hereinafter "Licensee")

Section 1: Subject Matter of the Agreement

Licensee receives the services specified in Section 2 for the mediCAD Web planning software. Licensee's system must meet the standard specifications per the description for the purchased mediCAD software.

This License Agreement is concluded for 24 months and extends automatically for a further 12 months unless terminated no later than 3 months before expiry. The Agreement comprehensively governs all services to be performed by Licensor for the provision and maintenance of the following mediCAD programs.

- mediCAD Web Hip 2D
- mediCAD Web Knee 2D
- mediCAD Web Radiology 2D
- mediCAD Web Osteotomy 2D

The mediCAD Web License Agreement enters into effect when the Customer initiates the order; Licensee then receives confirmation thereof when Licensor issues the order confirmation.

Section 2: Services by Licensor

Licensor provides the following services:

1. mediCAD Hectec GmbH makes available as standard all deliveries to be rendered within the scope of the License Agreement in the form of online downloads. If provision by download link is not possible for Licensee, Licensee shall inform Licensor thereof immediately upon conclusion of the Agreement. Different delivery channels are only offered when a separate agreement is made.
2. mediCAD Hectec GmbH undertakes to provide free of charge to the Customer all improvements and software updates that arise as part of its further development activities, including software upgrades of the acquired software license, following testing and approval, within the scope of the Evergreen maintenance.
3. Licensor delivers updates of the prosthesis templates to Licensee at regular intervals. The prosthesis template updates are delivered via download.
4. New or modified prosthesis templates are produced for Licensee's module by the used manufacturers for Licensee upon request and are provided to Licensee free of charge within the scope of maintenance.
5. Licensee has the right to report software problems to Licensor in writing. These are then analyzed and processed as quickly as possible.
6. mediCAD Hectec GmbH is not obliged to further develop the software.

Hotline:

In addition to the aforementioned maintenance services, Licensee can also make use of the hotline. This includes telephone support for questions and issues regarding mediCAD software.

Hotline hours are Monday to Friday, 9 am to 5 pm

The following points of contact are available to help with different inquiries:

Equipment and application

Installation / Update / Upgrade / Training

Email: support@medicad.eu

Tel: +49 (0)871-330203-50

Prostheses and manufacturers

Implant data

Email: template@medicad.eu

Tel: +49 (0)871-330203-40

The following are excluded:

1. Maintenance of mediCAD software modules not contained within the standard scope of delivery, e.g., planning/calculation methods not yet in existence.
2. The following is not included in the scope of delivery for the License Agreement:
 1. Installation of software
 2. Provision of hardware
 3. User training for software operation
 4. Scaling accessoriesThese items are billed separately.
3. Maintenance of software not supplied by Licensor

4. Maintenance of the PC operating system necessary for general use.

Section 3: Scope of Use

1. Licensee is entitled to use the software named in the License Agreement. "To use" means here the non-exclusive use of the software provided on the hardware approved by the manufacturer.
2. Copying the software provided is only permitted within the intended scope of use of the software in accordance with the provisions of the Agreement. This includes in particular downloading the software from the manufacturer or distributor, as well as installing it on a server.
3. Decompiling the software code into a different display format is prohibited.
4. Licensee is not entitled to transfer the rights mentioned to third parties or to allow third parties the corresponding rights of use.

Section 4: Property Rights

1. Irrespective of the permitted rights of use, mediCAD Hectec GmbH retains all rights to the software and application documentation, including all copies or partial copies made by Licensee.
2. Licensee must maintain unchanged the protection notice contained in the software and documentation, such as copyright notices and other legal reservations and accept all full or partial copies in unaltered form.
3. Licensee must not make the software or documentation available to third parties in original form or in the form of full or partial copies without express written permission from mediCAD Hectec GmbH. This also applies in the event of a full or partial sale or liquidation of Licensee's company. Third parties do not include Licensee's employees or other persons who use the software and documentation in accordance with the Agreement as part of their work for Licensee.
4. Before destroying, selling or otherwise transferring machine-readable data carriers, data storage devices or hardware containing the software mentioned in this Agreement, Licensee shall fully erase this software.

Section 5: Software Maintenance and Support

Irrespective of the provisions of this Agreement, Licensee is entitled to telephone support for the acquired software, provided the software has not been terminated by Licensor. However, Licensee receives support in all cases during the two-year statutory warranty period.

Telephone support includes individual consultation provided by mediCAD Hectec GmbH for the software products covered by the Agreement. Within the scope of this individual support and during its general business hours, mediCAD Hectec GmbH will answer questions – related to a specific use case – regarding the supported software and application documentation, as well as the program sequence and use of the supported software.

The goal of this support is to enable Licensee to properly perform individual use cases as well as to independently resolve or find a way around problems. This does not necessarily include, however, any resolution to the problem or general instruction or training in how to use the supported software. Only Licensees who have the appropriate qualifications and who have experience with the supported products and the corresponding system environment can therefore make use of the support.

Section 6: Data backup

Licensee itself is responsible for backing up the data. Licensee is advised to ensure daily backup of the data, e.g., by using a streaming tape drive or equivalent system. Licensor is not liable for disruptions caused by insufficient data backup.

Section 7: Term of the Agreement and Price Maintenance

The License Agreement is concluded for 24 months and extends automatically for a further 12 months unless terminated 3 months before expiry.

Upon conclusion, the fee for the License Agreement amounts to

- annually
- monthly (+1% processing fee – not included in the amount)

EUR _____

mediCAD Hectec GmbH is entitled to adjust the fee for the License Agreement. The fee may be increased after two years at the earliest and may only be increased every two years subsequently. During this time frame, the fee increase must not exceed 8%.

Section 8: Warranty

1. Both parties agree that it is not possible to develop software such that it works flawlessly for all applications.
2. For the software and application documentation in the versions provided to Licensee, mediCAD Hectec GmbH guarantees use in accordance with the Agreement and with the performance specification that was valid at the time of delivery and was given to Licensee upon conclusion of the Agreement. In the event of substantial deviations from the performance specification, mediCAD Hectec GmbH is entitled to remedy this deviation. If mediCAD Hectec GmbH is not able to successfully remedy the substantial deviations from the performance specification or to enable Licensee to use the software in accordance with the Agreement within an appropriate time period, Licensee may demand a reduction in the license fees or may terminate the software license without notice. The duty to remedy deviations ends six months after the software has been provided.
3. Licensee must provide mediCAD Hectec GmbH with verifiable documentation on the nature and occurrence of the deviations from the performance specification and must contribute to preventing errors.
4. The warranty does not extend to defects that are caused by deviations from the operating conditions intended for the software and indicated in the performance specification.

Section 9: Limitations of Liability

1. mediCAD Hectec GmbH is only liable for damages – regardless of the legal grounds – if the damage is (a) caused by culpable breach of a contractual obligation (material contractual obligation) in a manner that prevents the contractual purpose from being achieved, or (b) due to gross negligence or deliberate intent.
2. If mediCAD Hectec GmbH is liable for the breach of a contractual obligation pursuant to Paragraph 1 (a) without evidence of gross negligence or deliberate intent, the liability is limited to the extent of the damage that mediCAD Hectec GmbH could typically expect at the time of conclusion of the Agreement based on the circumstances known to it at that time.
3. The limitations of liability pursuant to Paragraph 2 apply equally to damages caused by gross negligence or deliberate intent on the part of employees or agents of mediCAD Hectec GmbH who are not directors or managerial staff.
4. In the cases of Paragraphs 2 and 3, mediCAD Hectec GmbH is not liable for loss of profit, loss of savings, indirect damages or consequential damages.
5. mediCAD Hectec GmbH is liable for the loss of data and its recovery according to Paragraphs 1 to 4 only if the loss could not have been avoided by reasonable data backup measures on the part of the end customer.
6. The limitations of liability pursuant to Paragraphs 1 to 5 also apply analogously to the benefit of employees and agents of mediCAD Hectec GmbH.
7. Any liability on the part of mediCAD Hectec GmbH for the lack of guaranteed features or on the basis of the German Product Liability Law (Produkthaftungsgesetz) remain unaffected.

Section 10: Property Rights of Third Parties

1. mediCAD Hectec GmbH shall defend Licensee against all claims derived from an infringement of industrial property rights by contractual use of the software in the Federal Republic of Germany. mediCAD Hectec GmbH will take on Licensee's legal costs and damages if Licensee has immediately informed mediCAD Hectec GmbH of such claims in writing and all protective measures and settlement negotiations are left to the discretion of mediCAD Hectec GmbH.
2. If claims pursuant to Paragraph 1 are made or are expected to be made against Licensee, mediCAD Hectec GmbH may change or replace the software and documentation. If it is not possible to do this or to obtain the rights of use with reasonable effort, both parties may terminate the license for the affected software without notice. In this case, in accordance with Section 7, mediCAD Hectec GmbH is liable for the damages Licensee incurs as a result of the termination.
3. mediCAD Hectec GmbH has no obligations if the claims pursuant to Paragraph 1 are based on programs or data provided by Licensee or in instances when the software and its data files were not used in the valid, unchanged original version provided by mediCAD Hectec GmbH or were used in operating conditions other than those indicated in the performance specification.

Section 11: Termination, Return and Erasure of License Material

1. This Agreement may be terminated without notice by either party if there is good reason to do so. This applies in particular to breaches of the provisions of Section 3 (*Scope of Use*) and Section 4 (*Property Rights*).
2. Upon termination in accordance with Paragraph 4, Licensee must, regardless of the timing or reason, return all copies and partial copies of the software and documentation to mediCAD Hectec GmbH. If the software is kept on machine-readable data carriers belonging to Licensee, and thus cannot be

returned, the data must be fully erased.

Section 12: Final Provisions

1. Oral ancillary agreements to this Agreement are ineffective. Any and all changes or additions must be made in writing.
2. If Licensee is a businessperson, a legal entity under public law or a special public-sector fund or is based abroad, Landshut shall be the place of performance for all mediCAD Hectec GmbH deliveries and services and the sole place of jurisdiction for all disputes resulting from the business relationship.
3. The law of the Federal Republic of Germany shall apply exclusively. The United Nations Convention on Contracts for the International Sale of Goods does not apply.
4. If the Agreement contains ineffective, unenforceable, voidable or null provisions, the validity of the rest of the Agreement remains unaffected. The parties undertake to replace the ineffective, unenforceable, voidable or null provision with a valid agreement that most closely approximates the originally intended economic purpose.

Signature of Licensee:

Signature of Licensor:

Place, date:

Place, date:

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mediCAD Hectec GmbH