

Evergreen Care and Maintenance Agreement

Section 1: Subject of the Agreement

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

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

- mediCAD 2D
- mediCAD Ankle Joint 3D
- mediCAD Hip 3D
- mediCAD Knee 3D
- mediCAD Shoulder 3D
- mediCAD Spine 3D

The mediCAD Evergreen Maintenance 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 services to be rendered within the scope of the Maintenance 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 purchased 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 the maintenance.
5. Licensee has the right to report software problems to Licensor in writing. These are then analyzed and processed as quickly as possible.

Hotline:

Beyond the aforementioned maintenance services, Licensor can also make use of the hotline. This includes telephone support for mediCAD software questions.

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

The following contacts are available to respond to corresponding inquiries:

Equipment and application

Installation / Update / Upgrade / Training

Email: support@hectec.eu

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

Prostheses and manufacturers

Implant data

Email: template@hectec.eu

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

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 Evergreen Maintenance Agreement:
 1. Installation of software
 2. User training for software operation
 3. 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: Software maintenance and support

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

Telephone support includes individual consultation for the software products covered by the Agreement, provided by mediCAD Hectec GmbH. 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 Licensor to properly perform individual use cases as well as to independently resolve problems or find workarounds. This does not necessarily include, however, any resolution to the problem or general instruction or training in how to use the supported software. Support can therefore only be made use of by Licensees who have the appropriate qualifications and who have experience with the supported products and the corresponding system environment.

Section 4: Data backup

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

Section 5: Term of the Agreement; binding price

The Evergreen Maintenance Agreement is concluded for 12 months and extends automatically unless terminated 3 months before expiry.

At the time of contract conclusion, the annual fee for Evergreen maintenance is EUR _____

mediCAD Hectec GmbH is entitled to adjust the fee for the Evergreen Maintenance Agreement. However, it is only permissible to increase the fee within a timeframe of 2 years. During this timeframe, the fee increase must not exceed 8%.

Section 6: Final provisions

The place of performance and venue are where Licensor is based.
If one of these contractual provisions is invalid, the parties then agree by way of interpretation that the provision is to be formulated so as to most closely approximate the intentions of the contracting parties. Partial invalidity of one provision does not render the entire Agreement null and void.

Signature of Licensee:

Signature of Licensor:

Place, date:

Place, date:

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mediCAD Hectec GmbH