

SOFTWARE LICENSE AGREEMENT

End User License Agreement – EULA

1. General terms

1.1. The Licensor shall be Softneta, UAB (private limited liability company registered with the Register of Legal Persons of Republic of Lithuania under the legal person's code 300664890 and having its registered office at K. Barsausko str. 59, Kaunas, Republic of Lithuania), the Licensee shall be the end user (a natural person, a legal person, an organizational entity which installs or uses any version of the Software).

1.2. The Licensor shall grant to the Licensee a paid non-exclusive, non-transferable, non-sublicensed right to use software program MedDream, (hereinafter "Software") for intended use of Software.

1.3. Agreed Scope of the License means the contractually agreed number of Licenses and concurrent connections, integrations, installations, and other scope agreed by Licensor's Distributor and Licensee by separate agreement as well as the range of functions specified in the Product Documentation.

1.4. The parties to this EULA are aware that the end user is not considered to be a consumer and no consumer protection regulations will apply to this EULA or the relations between Licensor and Licensee.

1.5. Additional terms and conditions for the usage of the Software by the Licensee can be established by Licensor's Distributor with whom the Licensee may be required to sign a separate contract in order to be able to use the Software on agreed terms.

1.6. Any third-party software provided by the Licensor for joint use with the Licensor's Software for the Licensee's use shall be subject to such third party's software licensing terms. Licensee acknowledge this.

1.7. The computer software, artwork and other components included in the Software are the copyrighted property of Licensor. The Software is licensed (not sold) to the Licensee, and Licensor owns all copyright, trade secret, patent and other proprietary rights in the Software.

1.8. Licensee may not (except if otherwise is agreed in separated agreement with Licensor a Licensee):

1.8.1. copy (other than once for back-up purposes);

1.8.2. modify, distribute or prepare derivative works of the Software or the accompanying documentation;

1.8.3. reverse engineer, decompile or disassemble the Software or the accompanying documentation;

1.8.4. remove any proprietary notices, labels, or marks on the Software and accompanying documentation;

1.9. Modifications to the MedDream software by the Licensee as well as the removal of individual components and/or their separation shall not be permitted. Modifications and similar interventions ("together Interventions") to the MedDream software by the Licensee shall be prohibited, in particular, since Licensor considers it its task to comply with all provisions of the Medical Device Regulation

1.10. Any prohibited Intervention shall result in the immediate loss of any performance, liability and warranty claims to the extent such Intervention impedes or changes the obligations incumbent on Licensor. The burden of proof that the Intervention carried out by the Licensee does not constitute an impediment or change within the meaning of the foregoing sentence shall rest with the Licensee.

1.11. This license is not a sale. Title and copyrights to the software, accompanying documentation and any copy made by Licensee remain with Licensor.

1.12. Licensee confirms that he/she/it understands that by installing or using the Software Licensee agrees to the terms and conditions of this EULA and this creates a binding contract between Licensee and Licensor. If Licensee does not agree to these terms and conditions, he should immediately stop using the Software and delete it.

1.13. The Software contains confidential trade secret information belonging to Licensor, and Licensee may use the Software only pursuant to the license set forth herein.

1.14. Indications for use: MedDream is a software intended to be used as described in the user manual for the Software.

1.15. If the images and other information is shared via MedDream in the DICOMLibrary, the use of the DICOMLibrary is subject to acceptance and full compliance with its Terms of Use available at <https://www.dicomlibrary.com/terms-of-service/>.

1.16. The Software is provided for medical professionals and is provided for use in professional environments dedicated for medical purposes.

1.17. Software is certified as a medical device. Certificates available at <https://www.softneta.com/company/#certifications>.

1.18. Software cannot guarantee data received from modality is accurate. Moreover, Licensor cannot guarantee that the manual calibration and/or manual measurement which is performed by the users is done accurately.

1.19. Measurement values shown rounded to a certain number of decimal places.

1.20. A free trial demo license permits the non-commercial use of a software for evaluation, testing, or trial purpose only.

1.21. All property rights and copyrights to the Software product, to the printed accompanying materials, including but not limited to the user manual, and to all copies of the Software product shall belong to the Licensor. Licensee is not authorized to copy the printed materials accompanying the Software product without written agreement with Licensor.

1.22. The Licensee shall not be authorized to remove, modify, or change any of the Licensor's copyright or brand notices as well as any other properties serving program identification. This includes without limitation all notices in physical and/or electronic media or in the documentation, in the setup assistant or in the dialogue fields "About" and/or any other notices present or activated online, in the program code or other embodiments that were originally contained in the software product or produced by the Licensor in any other manner.

2. Maintenance, update, upgrade

2.1. Softneta strongly recommends the conclusion of a software maintenance contract so that the Licensee can always use the most recent Update or Upgrade (if applicable) made available to him by Licensor or his distributor pursuant to the software maintenance agreement.

Defect and bug fixes will only be implemented in the latest releases of the Software. The Licensee is entitled to update the Software to the newest release of the Software only if License update period is still valid. If a software maintenance agreement is not concluded and/or Licensee is using not using the latest Update or Upgrade available to him, the Licensee shall bear the resulting risk and Licensor shall not incur any liability.

2.2. Updates are updated versions of the respective version status and licensed range of functions of the software containing minor improvements – including structural improvements as well as corrections. The provision of updates requires an agreement on software maintenance.

2.3. Upgrades represent significant improvements which go beyond updates, as well as technical updates of the respective version status and licensed range of functions of the software. The provision of upgrades requires an agreement on software maintenance.

3. Demo version

In case the Licensee is trying out the Software product as a demo and/or evaluation/functionality testing version, the Licensee shall not be able to use the Software product for intended use after the end of such demo period, except if a paid license will be purchased by the Licensee from Licensor. For the purpose of usage of Software during the demo period it will be considered that the Licensor has granted the Licensee with a non-paid, non-exclusive, non-sublicensed and non-transferable license necessary to install, start and use. On expiry of the definite period of the permitted use of the Software, the Licensee shall uninstall or otherwise dispose of the Software effectively or renew / extend the aforesaid limited license for the subsequent available definite period or purchase the License for use the Software, if the Licensee tends to still use it without any limitations.

4. Commencement and end of the right of use

The provision for use shall begin upon license activation of the Software.

5. Hardware modification; Rights to copy

5.1. Hardware modifications may result in costs for a subsequent or regeneration for the Licensee.

5.2. Backup of the Software License refers to the process of creating a copy of the software license file for safekeeping in case the original license file is lost, damaged, or otherwise becomes unavailable. This ensures that the licensee has a backup copy of the Software License. The software license file can be backed up in the same package as all executable files or/and configurations, or if the all server instance is backed up. The Software License grants the right to have up to three license file backups, such as daily, weekly, and monthly backups. Unless otherwise set out in this EULA, the Licensee shall not be entitled to create any additional copies nor have such additional copies created, including printouts of the program code and photocopies of the instructions for use.

5.3. The Licensee by entering in this agreement agrees that Software sends statistical information about license via The Internet to Licensor.

6. Resale and transfer to third parties

The Licensee may resale, rent or transfer the rights of use acquired Software just with this EULA together with all obligations, provided that the new Licensee complies with all conditions imposed by the Licensor and with terms and conditions in written Contract between Licensor and Licensee.

7. Warranty

7.1. To the extent permitted by the applicable law, Licensee expressly acknowledges and agrees that use of the Software is at Licensee's sole risk. The Software and any related documentation or materials are provided "AS IS" and without warranty of any kind. Licensor expressly disclaims all warranties, express and implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Licensor does not warrant that the functions contained in the Software will meet Licensee's requirements, or that the operation of the software will be uninterrupted or error-free, or that defects in the Software will be corrected. Licensee assumes the entire risk as to the results and performance of the Software and Licensee (and not Licensor) assumes the entire cost of all servicing, repair and/or correction.

7.2. By approving this EULA the Licensee declares that it has read through the functionality or limitations of the Software and does not raise any objections thereto.

8. Reporting of incidents and personal data breaches

8.1. In the case of serious incident ((a) the death of a patient, user or other person, (b) the temporary or permanent serious deterioration of a patient's, user's or other person's state of health, (c) a serious public health threat.) that has occurred in relation to the Software should be immediately reported to the Licensor (via email: support@softneta.com) and the competent authority of the Member State in which the user and/or patient is established.

8.2. In case of personal data breach (including but not limited to cybersecurity breach) please immediately (but not later than for 24 hours) inform medical software Licensor Softneta UAB by using below mentioned contacts: SOFTNETA Data Protection Officer (contacts of Data Protection Officer are public available <https://www.softneta.com/company/>).

9. Audit and Liability

9.1. Licensee agrees that Licensor or his Distributor may audit Licensee's use of the Software for compliance with the terms and conditions of this EULA at any time, upon reasonable notice. In the event that such audit reveals any use of the Software by Licensee other than in full compliance with the terms of this EULA, Licensee shall reimburse Licensor for all reasonable expenses related to such audit in addition to any other liabilities Licensee may incur as a result of such non-compliance.

9.2. Under no circumstances including negligence, shall Licensor, or its directors, officers, employees or agents, be liable to Licensee for any incidental, indirect, special or consequential damages (including damages for loss of business profits, business interruption, lost data, loss of business information, and the like) arising out of the possession, use, or malfunction of the Software, including without limitation damage to property and, to the extent permitted by law, damages for personal injury, even if Licensor or a Licensor authorized representative has been advised of the possibility of such damages or loss.

9.3. Licensee agrees that the liability of Licensor arising out of any kind of legal claim (whether in contract, tort, or otherwise) will not exceed the amount Licensee originally paid for the use of the Software.

9.4. The Licensor shall not assume any risk and liabilities for any damage that results or may result from using the Software and its related materials by the Licensee in violation of its permitted use or any other terms and conditions of this EULA, as well as any damage that results or may result from erroneous diagnosis by Licensee and decisions made by Licensee in the diagnostic and therapeutic process, including those leading to death or bodily injury. The liability for this damage shall be solely assumed by the Licensee and shall also cover the liability to any third parties. The Licensee shall indemnify and hold the Licensor harmless against any possible claims to the aforesaid extent.

9.5. The Licensor shall not assume any liability for any damage that results from the use or failure to use the Software and its related materials that is beyond its control or exceeds the scope of its obligations towards the Licensee. The Licensee shall hold the Licensor harmless against any possible claims to the aforesaid extent.

9.6. The Licensor shall not be held liable for any damage caused by it, directly or indirectly, to the Licensee using the Software for Demo or/and Evaluation purposes (including the damage caused by interruptions to the services, loss of data, loss of profit).

9.7. No oral or written information or advice given by Licensor, its dealers, distributors, agents or employees shall create a warranty or in any way increase the scope of any warranty provided herein.

9.8. The foregoing limitations on liability are intended to apply to all aspects of this EULA.

10. Licensee's duty to exercise proper care, risk

10.1. The Licensee undertakes to take adequate precautions to prevent any unauthorized access by third parties to the Software and its documentation. In particular, the Licensee shall instruct its employees not to grant unauthorized third parties access to the Software.

10.2. The Licensee undertakes to care for the highest security standards and ensure cyber secure management in the highest professional manner.

10.3. The Licensee shall store the original data carriers supplied to it in a safe place protected from unauthorized access by third parties and shall expressly instruct its staff to comply with the existing licensing terms and copyright legislation. In particular, the Licensee shall instruct its employees not to produce any unauthorized copies of the Software, instructions for use and of the installation instructions.

10.4. Should any of the Licensee's employees infringe the copyright or grant unauthorized third parties access to the Software, the Licensee undertakes to make every effort to contribute towards clarifying the violation, in particular to notify the Licensor of the relevant infringing act. Licensee should cover all damages and losses of Licensor.

10.5. The Licensee shall bear the risk of accidental perishing and / or loss, in particular in case the Software is stolen. In case of perishing and / or loss, this EULA shall end automatically. Without prejudice thereto, the Licensee may demand that the Licensor issues a new Software license and provides a new Software. In that case, the respectively valid license fees shall become due.

10.6. The infringement of the EULA or the use of the Software in violation of the EULA by the Licensee shall be deemed to be the termination of the EULA with immediate effect.

11. Obligation to delete

In case of termination of the EULA, the Licensee shall have the obligation to delete the Software and all copies Licensee is entitled to make pursuant to this EULA completely and irrevocably, in particular the Software on the computer and/or server.

12. Compliance with applicable laws and regulations

12.1. The Licensee has the obligation to comply with all applicable laws and regulations.

12.2. The Software or the use of the Software may be subject to normative restrictions or the obligation to obtain relevant permissions or to pay any fees and charges not pertaining to the EULA to authorities governing specific issues in the health industry or to other entities. Therefore, the Licensee states that prior to acquiring or using the Software, it shall obtain such permissions and its activity shall not violate any provisions of acts or customs of the country of its jurisdiction, and this also covers any possible restrictions in respect of the permitted use or the protection of personal and proprietary copyrights.

13. Final provisions

13.1. All agreements involving changes, amendments or a concretization of these licensing terms and any special warranties and / or guarantees of a certain condition and arrangements shall be laid down in written form.

13.2. In the event that any one or several of the provisions of this EULA are or become invalid, the validity of the remainder of the EULA shall remain unaffected thereby. If any provisions of the EULA are deemed to be void, ineffective or unenforceable, the Licensor has the right to replace such provisions, if possible, with valid, effective, and enforceable alternative provisions, the wording of which shall correspond to the initial intent of the Parties, however the other Party shall have the right to raise the objection in writing. In case of any doubts about the construction of the provisions of the EULA, it is agreed that the construction that is coherent with the Parties' intentions and is not illogical and against the nature of other provisions hereof shall apply.

13.3. This EULA is governed by the laws of the Republic of Lithuania without giving effect to principles of conflict of laws.

13.4. Any dispute, disagreement or claim arising out of this EULA or related thereto, its violation, termination or validity shall be finally resolved by arbitration at the Vilnius Court of Commercial Arbitration in accordance with its Rules of Arbitration. The Arbitral Tribunal shall consist of one arbitrator. Should the Parties involved in the dispute fail to appoint an arbitrator, the arbitrator shall be appointed by the chairperson of the Vilnius Court of Commercial Arbitration. The arbitration hearings shall be held in Vilnius. The language of arbitration proceedings shall be English.

14. Confirmation of receipt of information

The Licensee is aware of the use of the present licensing terms by the Licensor. It had a reasonable opportunity to become familiar with the contents of the EULA.

Approved on: 2023-10-24.