

Software Licence Agreement

The following agreement is concluded between

OFFIS e. V., represented by the management board, Escherweg 2, 26121 Oldenburg,
Germany

-Licensor -

and

Full Legal Name and Address of the Contractual Partner;

Name and Position of Signatory

- Licensee -

Preamble

OFFIS is an association with the purpose of carrying out and promoting scientific research activities in the area of IT tools and systems with particular focus on the practical relevance for the economy and administration. The purpose of the association is achieved by supporting the "OFFIS - Institut für Informatik" in a conceptual, material and organisational way.

In order to fulfil this purpose, OFFIS – regularly – concludes project-related employment contracts with specialists, especially scientists specialised in software development. Apart from their activities, they are given the opportunity to receive further training (including the conferral of a doctorate) in the field of information technology. OFFIS mainly dedicates itself to fundamental research activities with the aim of providing the results as a basis for practice-oriented applications.

For many years, OFFIS has been involved, among other things, in the application area of "health" and developed many technological concepts and systems for this area. OFFIS has been involved in the standardisation of the medical image communication for more than 15 years and engages in the development and application of relevant international standards such as DICOM or IHE.

§1 Purpose of the contract

- 1.1 The Licensor is the proprietor of the exploitation rights to the software described in Annex 1. The Licensor provides the Licensee with the software specified in Annex 1 in object code (unless stated otherwise), including any related documentation (collectively, "Software") under the following conditions.
- 1.2 The special conditions of use and operation are listed in Annex 1.
- 1.3 The software itself is no medical product in the sense of the Medical Devices Act ("Medizinproduktegesetz" - MPG) or the EU Directive 93/42/EEC. However, as far as the product the Licensee connects the software with is within the scope of the Medical Devices Act (MPG) or the EU Directive 93/42/EEC, the Licensee shall be exclusively responsible for fulfilling the respective provisions of the Medical Devices Act (MPG) or of the EU Directive 93/42/EEC.

§2 Extent of use

- 2.1 The Licensor grants the Licensee a non-exclusive, non-transferable, non-sublicensable right to use the software for the purpose of evaluating the suitability of the software for further development or commercial use, temporally limited to four (4) months.
- 2.2 The Licensee may only process, translate, arrange or otherwise change the software according to section 69 c no. 2 of the German Copyright Act [UrhG] in a way which goes beyond customisation in the context of parametrisation (i.e. without changing the source code) if it is permitted by law because it is indispensable for the intended use of the software.

The Licensee may decompile the software only within the scope of section 69 e of the German Copyright Act [UrhG] and only if the Licensor failed to provide the data and/or information required in order to establish the interoperability with other hardware and software after being instructed to do so in writing and a reasonable period of time has passed.

- 2.3 The previous paragraph 2.2 does not apply to software components delivered in source code. The Licensee is entitled to edit, expand and/or otherwise modify such components. However, the Licensee is not entitled to distribute the edited and/or unedited components. Disseminating components or permitting third parties to view the source code of components is only permitted if the Licensor has expressly agreed to this in writing.
- 2.4 Any kind of reproduction of the software or of parts thereof is only permitted to the extent it is required in order to be able to use the software as intended and according to the provisions of the contract. The Licensee may make backup copies of the software in accordance with technical rules and standards and to the extent it is required. Backup copies on movable storage media shall be marked as such and be labelled with the copyright notice of the transferred software copy.

§3 Scope of delivery

- 3.1 The full version of the software can be downloaded online after the Licensor has received a signed copy of this Software Licence Agreement by the Licensee. Concerning the transfer of risk, the point in time at which the software can be downloaded online and the Licensee is informed about its availability shall be decisive.

3.2 The software is delivered to the Licensee in its last valid version approved by the Licensor for distribution or in the agreed version.

§4 Installation, training and maintenance

4.1 Concerning the installation of the software, the Licensor refers to the installation instructions contained in the application documentation, especially to the required hardware and software environment (cf. Annex 1). Upon request of the Licensee, the Licensor installs the software based on a separate agreement and for additional remuneration.

4.2 The Licensor also provides for the introduction and training upon request of the Licensee, based on a separate agreement and for additional remuneration.

4.3 The maintenance of the software is not part of this agreement. The Licensor only maintains the software on the basis of a separate maintenance agreement and for additional remuneration.

§5 Protection of the software

5.1 Unless any rights are expressly granted to the Licensee under this agreement, the Licensor shall be the exclusive proprietor of all rights to the software (especially the copyright; including all copies made by the Licensee).

5.2 The Licensee shall carefully store all copies of the software in order to avoid misuse. They shall not make the (unaltered or altered) software available to third parties.

5.3 The Licensee is not entitled to alter or remove copyright notices, labels and/or control numbers or signs of the Licensor.

5.4 If the Licensee is no longer in the direct possession of the storage media, storage devices or other hardware on which the complete software or a part thereof, whether unaltered or altered, is stored they shall ensure that the stored software is completely and permanently deleted first.

§6 Compensation

6.1 The granting of rights of use for the purpose of evaluation is royalty-free.

§7 Warranty and Liability

7.1 The warranty and the liability of the Licensor are governed by the statutory provisions.

§8 Confidentiality

8.1 The Licensee is obliged to treat the confidential information and business secrets ("business secrets") of the Licensor obtained within the context of the initiation and the execution of the contract confidentially, for an unlimited period of time, and to only use them for the purpose of the fulfilment of this contract. The business secrets of the Licensor shall also comprise the source code of the software.

8.2 The Licensee shall provide employees with confidential information only to the extent it is required in order to be able to exercise the usage rights granted to them. They shall oblige all persons who are granted access to confidential information according to sentence 1 in writing to treat the information confidentially to an extent which at least fulfils the requirements of this section 8.

- 8.3 The following confidential information shall be exempt from the confidentiality obligation:
- a) information which demonstrably is or becomes publicly known without the confidentiality obligation being infringed;
 - b) information which demonstrably was already known to the Licensee before it was communicated to them;
 - c) information which the Licensee demonstrably obtained from third parties who are not subject to a confidentiality obligation;
 - d) information which demonstrably must be disclosed by the Licensee due to legal, judicial or official requirements; or
 - e) information which the Licensee demonstrably makes available to an expert subject to a confidentiality obligation in order to obtain legal, fiscal or economic advice.
- 8.4 If the Licensee refers to one of the above-mentioned exemptions, they shall bear the burden of proof.

§9 Termination

- 9.1 The contract ends four (4) months after the Software has been made available for online download. Sections 7 and 8 shall apply after the termination of the contract.
- 9.2 If the Licensee violates the provisions of this contract, the Licensor is entitled to terminate the contract with immediate effect.
- 9.3 The Licensee undertakes the deletion of the Software, all copies of the Software and all copies that have been modified or linked to other programs within 10 days of termination of this Agreement or to destroy the corresponding media.

§10 Final provisions

- 10.1 The parties agree that the Licensee waives the receipt of a written acceptance of request in the form of a copy of this contract signed by the Licensor.
- 10.2 No oral or side agreements were made. Changes of and amendments to this contract must be in writing in order to be valid. The same shall apply to the change or annulment of this written form provision.
- 10.3 The law of the Federal Republic of Germany shall apply.
- 10.4 The exclusive place of jurisdiction concerning all disputes arising out of or in connection with this agreement shall be Oldenburg (Oldenburg).
- 10.5 The parties to the contract are aware of the fact that the software can be subject to export and import restrictions. It is especially possible that permits must be obtained or the use of the software or of technologies connected therewith can be restricted in other countries. The Licensee shall adhere to the applicable export and import control provisions of the Federal Republic of Germany and of the European Union and to all other relevant provisions. The fulfilment of the contract by the Licensor shall be subject to the provision that the fulfilment is not hindered by national or international import or export regulations or by other legal provisions.

10.6 If a provision of this contract is or becomes invalid or unenforceable, this shall not affect the validity of the remaining provisions. The invalid or unenforceable provision shall be replaced by a provision which comes closest to the intention of the parties to the contract and the purpose of the contract. The same shall apply in the case of a possible loophole in the contract.

Oldenburg, _____

(Location)

(Date)

(OFFIS e. V.)

(USER)

Appendix

ad § 1 Subject of this Agreement

Licence Material and Type of Licence Material:

DCMPPS – DICOM MPPS Service Class Provider

DCMPPSCU – DICOM MPPS SCU Library and Tools

PPSMGR – IHE PPS MANAGER

DCMprint - DICOM Print Management Tools for PostScript

DCMcheck - DICOM Image Validation and Testing Tool

IOD Definitions:

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DCM2AVI - DICOM Multiframe To AVI Conversion Tool

DCMJ2K – DICOM JPEG2000 Library and Tools

DCMSTCOM – DICOM Storage Commitment SCU Library and Tools

ad § 3 Delivery

Form of Delivery:

The licence material will be made available to the user over the Internet (FTP).

The required Login and Password will be sent to the following Internet e-Mail address:

(Email Address)

Oldenburg, _____

(Location)

(Date)

(OFFIS e. V.)

(USER)