

EVERGREEN

Care and Maintenance

mediCAD Hectec GmbH
Opalstr. 54
84032 Altdorf bei Landshut

- hereinafter referred to as licensor -

And

§ 1 Contractual object

The licensee receives the services specified in Section 2 for the mediCAD planning software. The licensee's computer system must comply with the standard specifications as described for the mediCAD software that was purchased. This Evergreen maintenance contract is concluded for 12 months and is automatically renewed unless it is terminated at least 3 months before expiry. The contract comprehensively regulates all services to be provided by the licensor for the maintenance of the following mediCAD programs:

mediCAD Mixed Reality
mediCAD Ankle Joint 3D
mediCAD Hip 3D
mediCAD Knee 3D
mediCAD Shoulder 3D
mediCAD Spine 3D

The mediCAD Evergreen maintenance contract comes into force when the customer places the order; the licensee then receives a corresponding confirmation from the licensor when the order confirmation is issued.

§ 2 Services of the licensor

The Licensor offers the following services:

1. mediCAD Hectec GmbH provides all services to be carried out as part of the maintenance contract in the form of online downloads as per standard. If provision via download link is not possible for the licensee, the licensee shall inform the licensor of this immediately after conclusion of the contract. Alternative delivery methods are only offered by separate agreement.
2. mediCAD Hectec GmbH commits itself to provide the customer with all improvements and software updates, including software upgrades of the purchased software license, free of charge after testing and approval within the scope of evergreen maintenance.
3. The Licensor shall provide the Licensee with updates of the prosthesis templates at regular intervals. The updates of the prosthesis templates are provided via download.
4. For the licensee's module, the manufacturers used will create new or modified prosthesis templates for the licensee upon request and make them available to the licensee free of charge as part of maintenance.
5. The licensee has the right to report software problems to the licensor in writing. These will then be sent as quickly as possible analyzed and processed.

Hotline: Beyond the maintenance services mentioned above the licensor can also use the hotline. This includes also telephone support for questions about the mediCAD software. The hotline service hours are Monday to Friday from 9 a.m. to 5 p.m. The following contacts are available to answer relevant inquiries: Equipment and application/installation/update/upgrade/training E-mail: support@medicad.eu Tel:+49 (0)871-330203-50 Prostheses and manufacturers Email: template@medicad.eu Tel: +49 (0)871-330203-40

6. 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 Standard Maintenance Agreement:
 - a. Installation of software
 - b. User training for software operation
 - c. Scaling accessories

These items are billed separately.

3. Maintenance of software not supplied by Licensor
4. Maintenance of the PC operating system necessary for general use.

§ 3 Software maintenance and support

Notwithstanding the provisions of this Agreement, Licensee is entitled to telephone support for the purchased Software unless terminated by Licensor. However, the licensor always receives support during the two-year statutory warranty period.

1. Telephone support includes individual advice on the contractual software products from mediCAD Hectec GmbH. As part of this individual support, mediCAD Hectec GmbH answers application-related questions about the supported software and application documentation as well as the program flow and use of the supported software during its general business hours.
2. The aim of this support is to enable the licensor to properly carry out individual use cases and to independently solve problems or find workarounds. However, this does not necessarily provide a solution to the problem or general guidance or training on how to use the supported software. Support can therefore only be used by licensees who have the appropriate qualifications and experience with the supported products and the corresponding system environment.

§ 4 Data backup

The licensee commits to secure the data. The licensee is recommended to ensure daily backup of his data, e.g. using a streaming tape drive or equivalent system. The licensor is not liable for disruptions caused by incorrect data backup.

§ 5 Contract duration; binding price

The Evergreen maintenance contract is concluded for 12 months and is automatically extended unless it is canceled 3 months before expiry.

At the time the contract is concluded, the annual fee is for Evergreen maintenance _____

mediCAD Hectec GmbH is entitled to adjust the fee for the Evergreen maintenance contract. However, an increase in the fee is only permitted within a period of 2 years. During this period, the fee increase may not exceed 8%.

§ 6 final clauses

The place of performance and jurisdiction is the registered office of the licensor. If one of these contractual provisions is invalid, the parties agree by way of interpretation that the provision must be formulated in such a way that it comes as close as possible to the will of the contracting parties. The partial invalidity of a provision does not invalidate the entire agreement.

Place, Date _____

Company _____

Place, Date _____

mediCAD hectec GmbH _____