

End User License Agreement (EULA)

DYNAMIKA (the Software) End User License Agreement

Between

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And

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Phone Number	

IMPORTANT: THIS SOFTWARE END USER LICENSE AGREEMENT ("EULA") IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR, IF PURCHASED OR OTHERWISE ACQUIRED BY OR FOR AN ENTITY) AND IMAGE ANALYSIS LTD. READ IT CAREFULLY BEFORE COMPLETING THE INSTALLATION PROCESS AND USING THE SOFTWARE. IT PROVIDES A LICENSE TO USE THE SOFTWARE AND CONTAINS WARRANTY INFORMATION AND LIABILITY DISCLAIMERS. BY INSTALLING AND USING THE SOFTWARE, YOU ARE CONFIRMING YOUR ACCEPTANCE OF THE SOFTWARE AND AGREEING TO BECOME BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, THEN DO NOT INSTALL THE SOFTWARE AND RETURN THE SOFTWARE TO IMAGE ANALYSIS LTD FOR A FULL REFUND. THIS EULA SHALL APPLY ONLY TO THE SOFTWARE SUPPLIED BY IMAGE ANALYSIS LTD HEREWITH REGARDLESS OF WHETHER OTHER SOFTWARE IS REFERRED TO OR DESCRIBED HEREIN.

Definitions

DYNAMIKA WS RUO - Research Use Only (RUO) means a version of the Software, so identified, for use by students, researchers, and faculty of educational institutions and other organizations for research use only. In this agreement, it will be referred to as 'Software'.

DYNAMIKA WS CE means a version of the Software, so identified, for use by Clinical Research Organizations or any other companies conducting clinical trials or paid work, clinicians or commercial organizations for data analysis, development, clinical trials and other commercial purpose. In this agreement, it will be referred to as 'Software'.

"Trial Version" means a version of the Software, so identified, to be used only to review, demonstrate and evaluate the Software for a limited time period. The Trial Version may have limited features, may lack the ability for the end-user to save the end product, and will cease operating after a predetermined amount of time due to an internal mechanism within the Trial Version.

"Image Analysis (IA) Ltd" means Image Analysis Ltd (UK), company registered in England and Wales No. 6286687

"Software" means only the Image Analysis Ltd software program(s) and third party software programs, in each case, supplied by Image Analysis Ltd herewith, and corresponding documentation, associated media, printed materials, and online or electronic documentation.

License Grants

- a. Upon signing the EULA, IA provides a user with a key to activate a license to install the Software. The license granted is a subject to the terms and conditions set forth in this EULA:
- b. During the free trial period, a user is provided with a license key to install the Software for a limited time period of 30 days unless agreed otherwise.
- c. The license rights under this EULA are non-exclusive.
- d. A user has the right to use the Trial Software on one computer only, unless agreed otherwise.

Audit and Feedback

- a. IA may audit the use of the Software for compliance with the terms of EULA at any time, upon reasonable notice.
- b. In the event that such audit reveals any use of the Software by you other than in full compliance with the terms of EULA, you shall reimburse IA for all reasonable expenses related to such audit in addition to any other liabilities you may incur as a result of such non-compliance.
- c. IA or its representative may contact you in order to collect feedback during and after the use of the software.
- d. In the event that you fail to comply with this EULA, IA may terminate the license and you must destroy all copies of the Software (with all other rights of both parties and all other provisions of this EULA surviving any such termination).

Software Licence Terms and Conditions

Trial Version

- a. The trial version of the Software is provided for the period of thirty (30) consecutive days, unless agreed otherwise.
- b. Duration of the trial period and conditions of use (if any) should be clearly stated in the Quote.
- c. The manual, installation instructions and installation package for the software can be obtained via email upon signing EULA.
- d. The user shall provide feedback at the end of the trial period, using either theirs or Image Analysis Ltd feedback form.
- e. At the end of the trial period, the user shall notify a representative of Image Analysis of their intention in regards to continuous use of the software.
- f. Unless agreed otherwise, use may not publish results or distribute outputs of the Software obtained during the trial period.
- g. Unless otherwise provided herein, you shall not (A) in the aggregate, install or use more than one copy of the Trial Version of the Software, (B) download the Trial Version of the Software under more than one username, (C) alter the contents of a hard drive or computer system to enable the use of the Trial Version of the Software for an aggregate period in excess of the trial period for one license to such Trial Version, (D) disclose the results of software performance benchmarks obtained using the Trial Version to any third party without Image Analysis Ltd's prior written consent, or (E) use the Trial Version of the Software for a purpose other than the sole purpose of determining whether to purchase a license to a commercial or research version of the software; provided, however, notwithstanding the foregoing, you are strictly prohibited from installing or using the Trial Version of the Software for any commercial training purpose.

Full Version

- a. By the end of the trial period a user shall notify IA regarding their intention and will be offered to continue using the Software for RUO or Commercial purpose.
- b. The user will be granted an appropriate licence and upon installation issued an invoice.
- c. Duration and terms of the licence will be stated in the Quote.
- d. The licence cost includes bag fixes, updates, and minor upgrades.
- e. Maintenance contract and Purchase Order has to be agreed and signed separately.
- f. Unless agreed otherwise, a single user licence will be supplemented with up to 10h consultancy support per annum. Additional consultancy time will be charged at the rate agreed with the user.
- g. When renewing the licence, Image Analysis reserves the right to change the cost of the license and consultancy fee.
- h. A user will receive a 30 day notice prior to the expiry of the existing license.

Mandatory Product Activation

- a. The license rights granted under this EULA may be limited to the first thirty (30) days after you first install the Software unless you supply information required to activate your licensed copy in the manner described during the setup sequence of the Software.
- b. You should follow installation instructions and contact IA representative in case of any problems.
- c. Note that there are technological measures in this Software that are designed to prevent unlicensed or illegal use of the Software. You agree that IA may use those measures and you agree to follow any requirements regarding such technological measures.

- d. Product activation is based on the exchange of information between your computer and IA. None of this information contains personally identifiable information nor can they be used to identify any personal information about you or any characteristics of your computer configuration.

License Restrictions

- a. Other than with respect to a Trial Version of the Software, you may permanently transfer all of your rights under this EULA only as part of a sale or transfer, provided you retain no copies, you transfer all of the Software (including all component parts, the media and printed materials, any upgrades, this EULA, the serial numbers, and, if applicable, all other software products provided together with the Software), and the recipient agrees to the terms of this EULA.
- b. If the Software is an upgrade, any transfer must include all prior versions of the Software from which you are upgrading.
- c. You may not sell or transfer any Software purchased under a volume discount. You may not sell or transfer any Trial Version.
- d. In any event the user may not make unauthorized copies and/or reproductions of the Software or parts of the latter, including the documentation enclosed.
- e. The user may not hire, lease or loan out the Software, but may transfer rights permanently according to the conditions herein, provided that all copies of the Software and written material are transferred and the new owner accepts all conditions. Transfer of the product must always include the latest update and all previous versions.
- f. The user may not convert, decode, disassemble or modify the Software.
- g. Unless otherwise set forth in the documentation or in a separate agreement between you and Image Analysis Ltd, you may not modify the source code.
- h. The user may not remove, tamper with or alter the copyrights, trademarks of other proprietary rights affixed or enclosed in the Software.
- i. The user may not publish data or supply any information that compares performance of the said Software with that written by others without prior agreement with Image Analysis Ltd. A reasonable notice of 30 days should be given to Image Analysis prior to the publication. IA reserves the right to object to the publication.
- j. Unless otherwise provided herein, you may not modify the Software or create derivative works based upon the Software.
- k. You may not export the Software into another country unless expressly licensed to do so by IA
- l. You may receive the Software in more than one medium but you shall only install or use one medium. Regardless of the number of media you receive, you may use only the medium that is appropriate for the server or computer on which the Software is to be installed.
- m. You may receive the Software in more than one platform but you shall only install or use one platform.
- n. You shall not use the Software to develop any application having the same primary function as the Software.

Intended Use

- a. The Software used to view, manipulate, analyse and save digital images acquired by Magnetic Resonance Imaging (MRI) devices. The software does not replace the skills and judgement of a qualified specialist who has been suitably and adequately trained in the software functionalities, and must be used in strict observance of the contents of this manual.
- b. The user must be aware of the limitations regarding the accuracy and correctness of data viewed and/or saved using the Software. The quality of the results depends on the correctness of input data, interaction of the user with the data, the quality, characteristics and settings of the PC and the monitor on which the information is viewed.
- c. The users are not permitted to use the software in breach of the limits as established by current local and/or federal and/or state legislation.

Safe use – Responsibility

Image Analysis Ltd assumes no responsibility for personal injury or property damage arising from the User's failure to observe the instructions in the User Manual (and any attachments), which must be available – to operation personnel - intact and in fully legible conditions. Users must carefully read this User Manual, containing a detailed description of use of the various software functions.

If the user is uncertain with regard to the correct and safe use of the Software, in the event of malfunctions or deterioration of the software itself, or when information in this manual is incorrect or incomplete, proceed as follows:

- avoid use of the software
- contact Image Analysis Ltd authorized service personnel for assistance.

Upgrades

If this copy of the Software is an upgrade from an earlier version of the Software, it is provided to you on a license exchange basis. You agree by your installation and use of such copy of the Software to voluntarily terminate your earlier EULA and that you will not continue to use the earlier version of the Software or transfer it to another person or entity unless such transfer is pursuant to conditions specified in this EULA.

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General

This EULA shall be governed by the internal laws of England, without giving effect to principles of conflict of laws. You hereby consent to the exclusive jurisdiction and venue of the English courts sitting English law to resolve any disputes arising under this EULA. In each case this EULA shall be construed and enforced without regard to the European Union/United Nations Convention on the International Sale of Goods.

This EULA contains the complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. You agree that any varying or additional terms contained in any purchase order or other written notification or document issued by you in relation to the Software licensed hereunder shall be of no effect. The failure or delay of IA to exercise any of its rights under this EULA or upon any breach of this EULA shall not be deemed a waiver of those rights or of the breach.

No Image Analysis Ltd dealer, agent or employee is authorized to make any amendment to this EULA.

If any provision of this EULA shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible, and the remaining provisions of this EULA will remain in full force and effect.

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All questions concerning this EULA shall be directed to: Support Center, Image Analysis Ltd, The Waterfront, Salts Mill Lane, Saltaire BD17 7EZ, United Kingdom. Email: support@imageanalysis.co

Please sign on this page, fax or scan and email to us to confirm that you read and understood these terms and conditions.

Full Name

Signature

Date