

# END-USER LICENSE AGREEMENT

Last updated: April 24, 2023

Important! Before you begin using the Program below (including downloading, copying, installing, launching), please carefully read the terms of use, contained in this Agreement.

Any start-up of the Program means the proper conclusion of this Agreement and your full unconditional consent to all its terms.

If you do not agree to unconditionally accept the terms of this Agreement, you do not have the right to use the Program and must delete it, as well as all its components and data from all your computers and other electronic devices.

This End User License Agreement (hereinafter referred to as the Agreement) is a legally binding agreement concluded between INOBITEC LLC and you, the end user, and applies to the following Program: "Server for the transfer and archiving of DICOM images" (certificate of state registration of a computer program No. 20155614258 of December 17, 2014) - Inobitec DICOM Server, version 2.9.0.

## 1. BASIC TERMS

1.1. INOBITEC LLC, INOBITEC Company, INOBITEC, The Copyright Holder is a Limited Liability Company INOBITEC, registered at the address: 394006, Russia, Voronezh, Bakhmetieva st., 2B, office II.

1.2. Inobitec DICOM Server - a computer program designed for archiving, transferring and online access to images (studies) obtained from the various DICOM equipment, as well as any subsequent updates, the copyright of which is owned by INOBITEC Company.

1.3. You, the User - any individual or a legal entity that has acquired / received / uses the Program.

1.4. A Program is a copy of the aforementioned computer program (both in general and its components), which is an objective set of data and commands, including the source code, included by INOBITEC LLC as a part of the specified computer program, as well as any documentation for its use.

1.5. Technical documentation - the accompanying electronic documents contained in the archive with the Program, which the User downloads from the Website's web page: <https://inobitec.com/eng/downloads/dicomserver/>, the Copyright Holder of which is INOBITEC company. The Copyright Holder reserves the right to update the electronic version of the technical documentation on the Website of the Copyright Holder at the above Web address if necessary.

- 1.6. Use of the Program - any actions related to the functioning of the Program in accordance with its purpose.
- 1.7. Activation is an action aimed at registering a Program for a specific User, namely entering a License Key by a specific User, carried out in the manner provided for by this License Agreement.
- 1.8. The license key is a set of numbers (digital code) or file, which is a technical copyright protection tool designed to activate the Program.
- 1.9. Connections - unique titles (names) of licensed copies of other software of the Copyright Holder and / or third-party manufacturers, as well as the third-party software and hardware systems, devices, equipment connected by the User to the Program, which will be transferred to the Program in the process of establishing a connection with it to use the program.
- 1.10. Demo version is a version of the Program with established restrictions on its use, which is intended solely for the purpose of self-examination, evaluation and verification by the User of the functionality of the Program.
- 1.11. Technical support - measures carried out by INOBITEC within the limits and volumes established by it to ensure the functioning of the Program, including information and consulting support for Users regarding the use of the Program.
- 1.12. Agreement, Account-offer (License Agreement) - a document on the basis of which INOBITEC Company or another person having the appropriate rights, provided the User with the Program for its use on the terms of this Agreement.
- 1.13. Applicable law - the current legislation of the Russian Federation.

## 2. SUBJECT OF THE AGREEMENT

- 2.1. INOBITEC Company grants the User the right to use the Program (simple non-exclusive license), subject to all the restrictions and conditions for using the Program in accordance with its technical documentation, functionality and the terms of this Agreement, taking into account the number of paid licensed copies of the Program in the corresponding number of Connections specified in Section 6 of this Agreement.
- 2.2. All provisions of this Agreement apply both to the Program as a whole and to its individual components.
- 2.3. This Agreement is concluded before or immediately at the time of starting of the Program and is valid for the entire period of its legitimate use by the User within the validity period of copyright to it, provided that the User properly observes the terms of this Agreement.
- 2.4. INOBITEC Company provides the User with the right to use the Program without any restrictions on the territory on the terms and in the manner provided for by this Agreement.

### 3. COPYRIGHTS AND TRADEMARKS

3.1. The program is the result of intellectual activity and the copyright object of INOBITEC LLC Voronezh, Russia (OGRN 1103668008070) (hereinafter referred to as INOBITEC or the Copyright Holder) on the basis of the Certificate of State Registration of the computer program No. 20155614258 of December 17, 2014.

3.2. The program operation algorithms and its source codes (including their parts) are a commercial secret of the INOBITEC Company. Any use of them or use of the Program in violation of the terms of this Agreement is considered as a violation of the rights of the INOBITEC Company and is a sufficient reason to deprive the User of the rights granted under this Agreement.

3.3. INOBITEC Company guarantees that it has all the rights necessary under this Agreement to provide them to the User, including the documentation for the Program.

3.4. Responsibility for copyright infringement occurs in accordance with the applicable Law.

3.5. By this Agreement, the User is not granted any rights to use the Trademarks and Service Marks of the INOBITEC Company.

3.6. To protect copyrights and limit the use of the Program, the Copyright Holder uses various technical means of protection, including the License key.

### 4. TERMS OF USE OF THE PROGRAM AND RESTRICTIONS

4.1. This Agreement provides the right to install, launch and use one copy of the Program in the number of Connections specified in the Agreement, within the framework of the functionality stated in the technical documentation.

4.2. The user under no circumstances can:

4.2.1. delete or change the appearance of information and information about the copyright, trademark rights or patents specified in the Program,

4.2.2. convert the object code of the Program into the source text,

4.2.3. make any changes to the object code or components of the Program, except for those that are made by the means included in the package of the Program and described in the documentation,

4.2.4. use the same License key simultaneously on more than one computer,

4.2.5. distribute or transmit the Program on any conditions other than those established by the Agreement,

4.2.6. distribute the Program and its components on any external network, including the Internet, as well as the software created on the basis of the Program, in any form, including in the form of source code, in any way, including renting out. The User is not allowed to use the Program in any way if such use is contrary to or leads to a violation of the Agreement or applicable Law. In this case, the User is allowed to store, install and distribute a copy of the Program in the internal local network to ensure access to it from the other computers of this network.

## 5. ASSIGNMENT (TRANSFER) OF RIGHTS

5.1. The user, with the exception of cases established by this Agreement, has the right to assign (transfer) in full his rights and obligations under this Agreement to another User only subject to the conclusion of the relevant Sublicense Agreement with INOBITEC. The specified right to assign (transfer) is not granted to those Users who have received the right to use the Program as a result of a similar assignment (transfer).

5.2. Assignment (transfer) of rights and obligations is carried out only with the full and unconditional consent of the new user with all the terms and conditions of this Agreement and the Agreement.

5.3. By assigning (transferring) the rights to use the Program, the User undertakes to completely destroy all copies of the Program installed on the User's computers, including the backup copies.

5.4. The user is obliged to provide INOBITEC with full data (all information requested by INOBITEC) about the new user in order to re-register the Program to him in accordance with this Agreement.

## 6. SOFTWARE LICENSES

### 6.1. Program License:

6.1.1. The Program License (hereinafter - the License) in a limited number of Connections is granted to the User on the basis of the Agreement from the day the User activates the License Key without limitation on the duration of the License by the Copyright Holder, unless otherwise provided by the Agreement.

6.1.2. The Copyright Holder guarantees the User that he will be given the right (opportunity) to independently install the new versions (updates) of the License from the Web page: <https://inobitec.com/eng/downloads/dicomserver/> for one year from the date the User activates the License key.

6.1.2.1. At the end of the specified period, the User has the right to continue using his version of the Program without the right (ability) to independently install new versions (updates) of

the License from the Web page: <https://inobitec.com/eng/downloads/dicomserver/>, or extend (the right) the opportunity independently install new versions (updates) of the License from the Web page: <https://inobitec.com/eng/downloads/dicomserver/> within the next one year (next term) on the basis of the Agreement, or the next few years (up to three years) if provided by the contract.

6.1.2.2. The User agrees and confirms his understanding that the installation of new versions (updates) of the Program does not entail a new grant of rights to use the License or an extension of the right (ability) to install new versions (updates) of the License within the next one year (next term).

6.1.3. The License provides the right to use the Program without restrictions on the composition and content of the functionality of the License in accordance with the functionality of the License stated in the technical documentation.

6.1.4. The Copyright Holder guarantees to the License User the increase and / or expansion of the functionality of the License, as stated in the technical documentation, in terms of composition and / or content in the new versions (updates) of the License.

6.1.5. License activation by entering the License key provided by the Copyright Holder on the basis of the Agreement must be carried out without fail by entering this License key into the appropriate field / dialog for entering the License key using one of the methods provided for in the technical documentation.

6.1.6. The rights to all new versions (updates) of the Program are granted to the User within the framework and during the term of the License under the terms of this Agreement, unless upon updating the Program the User is invited to read and accept additions to this Agreement or a new Agreement.

## 6.2. License for the Demo version:

6.2.1. The User has the right to use the Demo version of the Program without a limitation on the period of use, starting from the date of the initial installation of the Program without paying remuneration to the Copyright Holder (free of charge), taking into account the following restrictions existing in this License established by the Copyright Holder: storage of no more than 100 (one hundred) studies in the Program, the use of no more than 2 (two) Connections to the Program at a time, unavailability of Archiving and Automatic Deletion of studies functions, lack of the ability to connect to a regional DICOM server.

6.2.2. Installing of the Demo version means acceptance by the User of all the conditions of this Agreement. If the User does not accept the Demo version of the restrictions established in it, the User is obliged to terminate its use, or conclude an Agreement (Offer (License Agreement)) or otherwise continue the legitimate use of the Program.

6.2.3. INOBITEC Company is not responsible for the safety of the data entered by the User in the Demo version, if, when the User does not accept the restrictions established in the Demo

version, the User of the Demo version does not start the legitimate use of the Program.

## 7. TECHNICAL SUPPORT

7.1. INOBITEC Company provides the technical support to the User, including on issues related to the functionality, installation and operation features on the standard configurations of supported (popular) operating and other systems of the Program in the manner and on the conditions specified in the technical documentation for it.

7.2. The User has the right to apply to the INOBITEC Technical Support Service without paying additional fees, unless a separate Agreement for the provision of Technical Support Services between the Copyright Holder and the User provides for a special (private) procedure for providing Technical Support Services to the User for additional compensation to the Copyright Holder, regulated by a separate Agreement.

7.3. In order to provide the Technical Support, INOBITEC Company has the right to require the User to provide the information regarding the number of the used version of the Program, the revision of the used version of the Program, the number of the license key issued or entered, the number of the product code, the technical characteristics of the computer that is being used and on the equipment. In certain special cases, in order to provide the Technical support and only with the prior consent (permission) of the User, the representatives of the Copyright Holder can connect to the computer (s) of the User to diagnose and / or fix problems, or to help with the configuration based on the pre-formed written application (s) or appeal (s) sent to the INOBITEC Technical Support Service by the representatives of the User.

7.4. Inquiries to the Technical Support Service of INOBITEC for technical support are accepted at [support@inobitec.com](mailto:support@inobitec.com).

## 8. RESPONSIBILITY OF THE PARTIES

8.1. For violation of the terms of this Agreement, liability shall be provided for in the Applicable Law.

8.2. INOBITEC Company is not liable to the User for any damage, any loss of income, profit, information or savings associated with the use or inability to use the Program, in the event of prior notification by the User of the possibility of such damage, or any third party claim.

8.3. The User is liable under the Applicable Law for the implementation of actions aimed at eliminating technical means of protection, as well as for disseminating methods of eliminating such protective equipment, including the following:

8.3.1. publication of the License Key of the Program issued by the Copyright Holder for free access for an unlimited number of people, including on the Internet;

8.3.2. any changes in the source or executable code of the Program with the aim of violating the copyright of the Copyright Holder and / or eliminating any restrictions on the use of the Program;

8.3.3. Dissemination of the information on methods for implementing the changes referred to in clause 8.3.2, including on the Internet.

8.4. If the User has suspicions of an unauthorized access to the License key, he undertakes to immediately inform about it at: [support@inobitec.com](mailto:support@inobitec.com) for the subsequent deactivation and removal of such License key. Up to the specified message (notification) of the User, all actions with the License key (including activation) are considered to be committed with the consent of the User, on his behalf and in his interests.

## 9. LIMITED WARRANTY

9.1. The program is provided on an "as is" basis; INOBITEC does not guarantee that all of its functional capabilities will meet the expectations of the User or may be applicable for his specific purpose.

9.2. In any case, the INOBITEC Company, as well as the representatives of the Copyright Holder, cannot be assigned any responsibility for changing the Program, even if as a result of such a change the Program and its functionality cease (s) to meet the expectations of the User and / or such a change will cause the termination of the use of the Program by the User.

9.3. INOBITEC does not initiate and does not control the placement by the User of any information during the use of the Program, does not affect its content and integrity, and at the time of its placement and interaction with the User, it does not know and cannot know whether it violates the rights and interests of the third parties protected by law persons, international treaties and applicable law.

9.4. If errors are detected by the User when using the Program, INOBITEC will take all measures available to it to correct them as soon as possible. The parties agree that the exact determination of the error correction time cannot be established, since the Program closely interacts with other third-party computer programs, the operating system and hardware resources of the User's computer, and the working capacity and the time to resolve the problems are not entirely dependent on the representatives of the company INOBITEC.

9.5. INOBITEC does not guarantee the uninterrupted operation of the Program, as well as new versions (updates), including in cases where the User changes the hardware resources and / or computer operating system (PC), or changes the settings of the Program that ensure its interaction with the other programs or hardware resources and devices for the third-party computers.

9.6. INOBITEC Company is not responsible for the safety of the data entered by the User in the Program.

## 10. CONSENT TO USE OF INFORMATION

10.1. The User agrees with this notice that INOBITEC may collect, store, process and use the diagnostic, technical, related and other information about the use of the Program, including, without the limitation, unique identifiers of the system or hardware, information about the computer and the hardware, system software and applications, additional devices, about using the program's functionality, problems in the program's work, which is periodically being collected in order to enhance the functionality of the Program, to facilitate the process of User interaction with the program, to improve the technical support services, including those provided under the separate contracts (if available).

10.2. In connection with the foregoing, in clause 10.1, INOBITEC takes upon itself obligations to the User on non-disclosure of the information received to the third parties.

10.3. Acceptance of the terms of this Agreement means your familiarization and acceptance of the conditions for the processing of your information, which is always processed in accordance with the rules of the Privacy Policy located on the Website of the Copyright Holder's website.

## 11. ACTION, AMENDMENT AND TERMINATION OF THE AGREEMENT

11.1. For all matters not regulated by this Agreement, the Parties shall be governed by the applicable Law.

11.2. INOBITEC Company has the right, in the event that the User violates the terms of this Agreement on the use of the Program, including, but not limited to the provisions of Section 4 of this Agreement, to unilaterally terminate this Agreement by notifying the User, without compensation to the User of any expenses incurred by terms of this Agreement or contract.

11.3. Upon termination of this Agreement by any party and for any reason, the User must stop using the Program completely and destroy all the copies of the Program installed on the user's computers, including backup copies of files and other components of the Program.

11.4. If the competent court invalidates any provisions of this Agreement, the Agreement will remain in effect in the rest.

11.5. INOBITEC Company reserves the right to unilaterally update and amend this Agreement periodically.