

Software Licence Agreement

between

the institute OFFIS Oldenburger Forschungs- und Entwicklungsinstitut für Informatik-Werkzeuge und -Systeme,

supported by the OFFIS e. V., Escherweg 2, D-26121 Oldenburg, represented by the president, Prof. Dr. Wolfgang Nebel, as well as by the first deputy president, Prof. Dr. Werner Damm

- OFFIS -

and

(Full Legal Name and Address of Contract Partner)

represented by

(Name and Position of Signatory)

- USER -

the following licence agreement is concluded:

Preamble

OFFIS is a registered society with the aim to support and carry out scientific research in the field of computer science tools and systems with special consideration to the experience in industry, commerce and administration. The registered society reaches its aim by non-materially, financially as well as organizationally supporting the "Oldenburger Forschungs- und Entwicklungsinstitut für Informatik-Werkzeuge und -Systeme".

In order to reach this aim OFFIS employs within the framework of - continuous - project related agreement specialists, in particular scientists who put the main emphasis of their work on the development of software. These scientists are offered apart from their work the possibility to further continue their education including the doctorate in the field of computer science. OFFIS is specially devoted to fundamental research with the aim to place the results as a basis at the disposal of practice related use.

§ 1 Subject of this Agreement

OFFIS places at the disposal of the user at the following terms and conditions the non-transferable, non-exclusive and temporally limited right to use the programs to be licensed specified in the appendix.

Programs to be licensed according to this agreement are software products in machine readable form as well as pertinent documentation, in the following called "licence material".

The licence material and the special employment and operating instructions are specified the appendix of this agreement

§ 2 Term of this Agreement

2.1 This agreement, the pertinent appendix and possible later supplements are valid from the date of signing the agreement by the parties involved. An announcement of the acceptance proposal from OFFIS is not mandatory. The contract expires after the deadline of four full months, starting with the date of reception of the material.

2.2 In case of an infringement from the user against the contract terms, OFFIS has the authorisation to withdraw from the contract without any delay.

2.3 In the case of withdrawal from, termination or conclusion of this contract because of temporal expiry or because of any other reasons the user is obliged to return to OFFIS within 10 days after termination of this agreement the original of the licence agreement as well as the original all modified copies and copies connected with other programs of the pertinent licence material. This obligation is also valid if OFFIS is justified to withdraw the rights from this agreement from the user.

§ 3 Delivery

Form, place as well as time of delivery of the licence material to the user are described in the appendix.

A possible deposit of the source code is also settled in the appendix.

The licence material is supplied to the user in the respective finally valid version, released for distribution by OFFIS, respectively in the version agreed upon.

After the delivery to the place where the agreement is to be fulfilled has been effected, all profits and risks pass into the hands of the user.

§ 4 Fees

Fees for the use of the licence material are not charged.

§ 5 Disposal of the Material

- 5.1 Disposal in the sense of this agreement is any complete or part copying as well as storing of licence material in the described configuration and user surroundings with the intent of working with the therein included instructions or data.
- 5.2 If OFFIS places licence material only in object code at disposal, it is not allowed to reverse engineer, decompile or disassemble the software without the advanced written agreement of OFFIS.
- 5.3 In the appendix is described which parts of the licence material the user may copy in which number in order to install them on other configurations or to use them there, too.

§ 6 Rights to the Licence Material/Protection of Licence Material

- 6.1 The user is only entitled to the rights of the licence material expressly conceded within the framework of this agreement. He acknowledges that all other rights, in particular the property and the copyright remain with OFFIS. In particular, the user will fix the copyright stamp according to OFFIS' instructions to all complete or abridged versions on copies of the licence material.
- 6.2 The licence material contains information, ideas, concepts and ways and methods which are trade secrets of OFFIS. By according instructions, agreements as well as other suitable precautions the user makes sure that the licence material will not be passed to other parties.

In particular the user will take the necessary organizational as well as technical steps in his place of work to protect the licence material from any betrayal, access, theft as well as misuse.
- 6.3 If the user violates any of the above mentioned terms in a serious and in spite of admonition repeated way a compensation amounting to the proved costs for the production of the licence material will have to be paid.
- 6.4 If the user damages or erases the program, OFFIS will, if requested by the user, and if possible, find a replacement for him. The user has to pay for the accrued costs for the replacement as well as for the possible additional charges for an enlarged or modified version.

The original licence itself is not to be paid.

§ 7 Warranty

OFFIS declares to have either developed the licence material themselves or to have acquired the necessary protective rights, in particular the copyrights, or to have attained the respective rights to use and dispose the material.

Apart from these statements the user is not entitled to any other demands as regards OFFIS.

§ 8 Liability

As far as legally permitted, OFFIS is expressly exempt from any liability for damages which might arise from the use of the licence material.

§ 9 Obligation to maintain Secrecy

The parties to this agreement mutually commit themselves to keep secret all files as well as observations which belong to the operational security. In the case of any doubt whether any information might concern the internal secrets of any of the parties, there is a mutual duty to consult each other.

The extent of secrecy involved is described in the appendix, it can also be modified to the respective specific circumstances in a further supplement.

The duty to keep all information a secret remains after completion of this agreement as well, i.e in the extent described above without any limitation concerning time, place or object. In case of violation §6 will be applied until after expiry of this agreement, that is in case of lacking divergent agreements for the duration of 10 (ten) years after expiry of this agreement.

§ 10 Final Regulations

- 10.1 All modifications and amendments to this agreement have to be in written form. The same applies to the annulment of the afore mentioned requirement itself. They have to be signed legally binding by both parties to this agreement.
- 10.2 Further obligations concerning the licence material like servicing, advisory support or any modification to altered terms of employment or operation will be effected by OFFIS according to the terms of additional separate agreements.
- 10.3 This agreement shall be governed and construed in accordance with the laws of the Federal Republic of Germany.
- 10.4 If legally permissible, court of jurisdiction shall be Oldenburg/Germany.
- 10.5 If parts of this agreement should be void or legally ineffective, the remainder of this agreement shall still be valid. The parties to this agreement shall then construe and define the agreement in such a way that the aim of the agreement can still be reached as far as possible without the void or legally ineffective parts. This will also be applied in the case of a missing part to this agreement.

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

Time of Delivery:
Immediately after conclusion of the agreement.

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 eMail address:

(eMail Address)

ad § 5 Disposal of the Material

5.3 Restriction of Disposal:

The software tools may only be used for testing purposes (evaluation of suitability for further development or commercial use). Especially any development or commercial use or any regular use in any institution providing healthcare requires a separate licence agreement.

Oldenburg, _____

_____, _____

(Location)

(Date)

(OFFIS e. V.)

(USER)