

## SOFTWARE LICENSE AGREEMENT

This Software License Agreement is effective on .....

**BETWEEN** **BoneMonitor® srl** together with its affiliates and subsidiaries where applicable being a company incorporated in Belgium with company Tax identification number BE0743.691.674.

*BoneMonitor® srl  
Route Zénobe Gramme 39  
4821 Dison  
Belgium*

Hereinafter referred to as the “*Licensor*” or “*BoneMonitor*”.

**AND:**

*\*Hospital Name\*  
\*Hospital full address\*  
\*Name of Signatory\*  
\*Function of Signatory\**

Hereinafter referred to as the “*Licensee*”.

### 1. Definitions.

License Agreement	hereinafter referred to as the “ <i>LA</i> ”
BoneMonitor® Lyosis® software	hereinafter referred to as the “ <i>Software</i> ”
Reseller or distributor	hereinafter referred to as the “ <i>Reseller</i> ”

### 2. License Agreement of Lyosis®

This *LA* is a legal agreement between the *Licensee* and *BoneMonitor*.

This *LA* governs the *Licensee* acquisition and use of the *Software* directly from *BoneMonitor* or indirectly through a *BoneMonitor* authorized *Reseller*.

Please read this *LA* 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.

If the *Licensee* is entering into this *LA* on behalf of a company or other legal entity, the *Licensee* represents that he has the authority to bind such entity and its affiliates to these terms and

conditions. If the *Licensee* does not have such authority or if the *Licensee* does not agree with the terms and conditions of this *LA*, do not install, or use the *Software*, and the *Licensee* must not accept this *LA*.

This *LA* shall apply only to the *Software* supplied by *BoneMonitor* herewith regardless of whether other software is referred to or described herein. The terms also apply to any *BoneMonitor* updates, supplements, Internet-based services, and support services for the *Software*, unless other terms accompany those items on delivery. If so, those terms apply.

### 3. License Grant

*BoneMonitor* hereby grants the *Licensee* a single, non-transferable, non-exclusive license to use the *Software* on one of the *Licensee* servers in accordance with the terms of this *LA*.

You are permitted to install the *Software* (to a server) under the *Licensee* control. You are responsible for ensuring the *Licensee* server meets the minimum requirements of the *Software*.

You are not permitted to:

Edit, alter, modify, adapt, translate, or otherwise change the whole or any part of the *Software* nor permit the whole or any part of the *Software* to be combined with or become incorporated in any other software, nor decompile, disassemble, or reverse engineer the *Software* or attempt to do any such things

Reproduce, copy, distribute, resell, or otherwise use the *Software* for any commercial purpose

Allow any third party to use the *Software* on behalf of or for the benefit of any third party

Use the *Software* in any way which breaches any applicable local, national, or international law

Use the *Software* for any purpose that *BoneMonitor* considers is a breach of this *LA* Intellectual Property and Ownership

*BoneMonitor* shall at all times retain ownership of the *Software* as originally downloaded by the *Licensee* and all subsequent downloads of the *Software* by the *Licensee*. The *Software* (and the copyright, and other intellectual property rights of whatever nature in the *Software*, including any modifications made thereto) are and shall remain the property of *BoneMonitor*.

*BoneMonitor* reserves the right to grant licenses to use the *Software* to third parties.

### 4. Termination

This *LA* is effective as long as the *Software* is installed and the software maintenance and technical support agreement is effective.

It will also terminate immediately if the *Licensee* fails to comply with any term of this *LA* or does not pay the defined License fees. Upon such termination, the licenses granted by this *LA* will immediately terminate and the *Licensee* agrees to uninstall the *Software*. The provisions that by their nature continue and survive will survive any termination of this *LA*.

## **5. Governing Law**

The Parties of this *LA* mutually agree that any differences or disagreements which may arise with regard to the interpretation and/or performance of the *Agreement* shall be resolved by the Courts of Liège, Belgium pursuant to Belgian law and expressly waive any other jurisdiction which may correspond to them.

**Party A – Licensee representative signature**

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*Name / function / date of signature*

**Party B – Licensor**

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Werner Fehn / CEO / *date of signature*