



# OrthoGraph

## Software Maintenance Agreement

By executing this Agreement OrthoGraph Ltd. and the undersigned OrthoGraph Partner undertake to provide the following services to Customer during the service period as defined in this Agreement. This Software Maintenance Agreement shall be valid only with the copy of the purchase invoice and covers only the licenses related to the registration numbers in this Agreement only for the Customer named in this Agreement.

### 1. Software upgrades to latest versions

Customer shall be entitled throughout the term of the Agreement to use the latest official version of the purchased software issued by OrthoGraph Ltd.

Customer will receive all new releases and upgrades of the software – including their documentation – free of charge in electronic form.

### 2. Training services related to the new version

To ensure that Customer will be able to use the new versions of the OrthoGraph software with maximum efficiency, OrthoGraph Partner will provide Customer with advisory services to introduce the software's new features. Customer may delegate as many persons to the consultancy as the number of licenses that are covered by the present Agreement. The training takes place on the premises of the OrthoGraph Partner.

### 3. Professional advisory services

Customer is entitled to professional advisory services related to the use of the software. Customer is entitled to call upon the representative of OrthoGraph Partner, by phone, e-mail or fax, on weekdays between 10 a.m. and 4 p.m. to answer questions and solve problems related to the use of the software.

### 4. Providing software protection key

OrthoGraph Ltd. will replace the software protection key related to the handheld device within three days free of charge from the day of filing of the application provided that

1. the handheld device leaves the Customer's possession as documented by a police report, or
2. becomes useless due to malfunction of the hardware.

OrthoGraph Ltd. shall put the registration number of the stolen handheld device on a blacklist. The failure of equipment shall be verified by a certification issued by the manufacturer of the device or its partner.

### 5. Error corrections and service packages

Customer shall be entitled to download the error corrections, fixes or service packages free of charge from the internet server defined by OrthoGraph Ltd or via the automatic software update functionality. OrthoGraph Partner undertakes to notify Customer when an error correction version or service package is issued and describes the way of downloading and installing the software add-ons.

### 6. Term

This Software Maintenance Agreement shall be in effect for a fixed term. The Agreement shall automatically renew for successive renewal term of one year, unless terminated by either party. Upon renewal, OrthoGraph Partner shall issue the invoice for the successive payment term which shall be paid by Customer.

\_\_\_\_\_  
Starting date of services

\_\_\_\_\_  
Expiry of services

### 7. Termination of the Agreement

The Software Maintenance Agreement may be terminated during the last month before the commencement of each calendar quarter by sending written notice by mail, fax or e-mail. Either party may terminate the Agreement with immediate effect by giving written notice of termination if the other party commits a serious breach of the Agreement. After the termination, OrthoGraph Partner shall pay back all the service fee to Customer (if any), except for the service fee of the running quarter.

Customer name: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Registration Number: \_\_\_\_\_

Purchase Number: \_\_\_\_\_

Partner: \_\_\_\_\_

\_\_\_\_\_  
OrthoGraph Ltd.  
Honvéd u.49.  
H-2009 Pilisszentlászló,  
Hungary  
Represented by:

\_\_\_\_\_  
Partner:  
Address:

\_\_\_\_\_  
Represented by: