End user licensing agreement (EULA)

between

Dürr NDT GmbH & Co.KG
Höpfigheimer Str. 22
74321 Bietigheim-Bissingen
Germany

and

you as the User

§1 Object of the agreement

1. The object of the agreement are the Duerr NDT Software, Drivers and Interfaces including all pertaining program components („Software")

2. Duerr NDT GmbH & Co.KG grants the User the right to use the legally acquired Software for the term of this agreement and according to the following provisions. The Software is protected by copyright (§§ 69 a ff UrhG [German Copyright Protection Act]).

3. The articles 5 and 6 (Warranty and Liability) do not apply if the User acquires the Software, not from Duerr NDT GmbH & Co.KG directly, but, for example via a dealer. In such a case warranty and liability claims of the User can be asserted only vis-à-vis the direct seller.

4. Any statutory claims against Duerr NDT GmbH & Co.KG pursuant to the German Product Liability Act remain unaffected as far as they are justified. They are not the subject of this agreement.

5. The Software is maintained by Duerr NDT GmbH & Co.KG through updates (current versions) and upgrades (further developments and functional extensions) and provided with new specifications. The provisions of this agreement also apply to future updates and upgrades.

§2 Applicability of the agreement

This agreement becomes applicable

1. if, in the case of the acquisition of this Software on a data carrier, the User accepts provisions of this agreement by confirming with a click on the „Accept" button during the installation of the Software, or

2. if, in the case of an acquisition of the object of this agreement as a downloadable product (web version) the provisions of this contract have been confirmed by the User with the User clicking on the „Accept" button before starting the download.

§3 Rights of duplication and access, Recompilation and program modifications

1. The User may duplicate the program supplied to the extent that the respective duplication is necessary to use the program. Necessary duplications include the installation of the program from the original data carrier on the hard drive of the hardware used, as well as loading the program into the main memory.

2. The User has the right to duplicate the software in the environment of the customer network used by the User, as far as the User has acquired licenses for the individual workstations.

3. However, the User may duplicate the Software for backup purposes. However, he may create and store only one single backup copy at a time. The backup copy is to be marked as such.

4. The User may not create any duplications beyond the provisions above. This prohibition also includes printouts of the program code.

5. Copyright notices, serial numbers as well as other features serving the identification of the program may not be removed or modified in any case.

6. The recompiling of the program code supplied into other forms of code, as well as any kinds of regression to the different production stages of the Software (reverse engineering), including a program modification, is not permitted unless the conditions of § 69 e UrhG apply. Copyright notices, serial numbers or other features serving the identification of the program may not be removed or modified in any case.

§4 Resale and subletting

1. The User may sell or give the Software, including the documentation, to third parties, provided the third party agrees to the continued application of the provisions of this present agreement vis-à-vis himself. Before handing on the Software, the User is to provide these contractual provisions to the third party for the information of the same.

2. If the Software is handed on, the User is to hand all program copies, including backup copies, if any, to the third party and destroy any copies not handed over. The right of the User to use the program is forfeited when the Software has been handed on.

§5 Warranty

1. Faults in the Software supplied, including the documentation, shall be remedied by Duerr NDT GmbH & Co.KG within a warranty term of one year starting with the first use of the Software and following written notice from the User. This is done either by repair at no cost or compensation delivery, at the discretion of Duerr NDT GmbH & Co.KG.

2. If Duerr NDT GmbH & Co.KG is not able or willing to perform the repair or compensation delivery, so that the same is delayed beyond a term set by the user, or if it fails altogether, the User has the right to rescind the agreement or to request a price reduction. The failing of the repair can be assumed only if Duerr NDT GmbH & Co.KG has been given a sufficient chance to remedy without the required success having been achieved, in particular if two attempts at a repair had been made in vain before that. The right of the User to claim damages in accordance with § 437 BGB [German Civil Code] remains unaffected by this.

3. The user knows that it is generally impossible to create Software products completely free of faults. A fault in the Software in the sense of this agreement shall therefore apply only if faults considerably reduce the value or the fitness of the Software for the contractually agreed use.

4. The User knows that Software is a complex IT product whose installation, updates/upgrades and configuration with the individual IT environment of the User require previous knowledge. Installation, updates/upgrades and the configuration of the Software with the IT environment of the user should therefore be performed only by skilled and qualified persons, ideally by trained staff of the dental trade and/or the IT industry. Duerr NDT GmbH & Co.KG declines all liability for faults and damages resulting from improper use of the Software during installation, update/upgrade and in operation. This also applies in the same way to faults and damages resulting from the instance that the hardware and Software environment used by the User (operating system) does not correspond to the minimum requirements for the Software as defined individually by Duerr NDT GmbH & Co.KG.

§6 Liability

1. The operator's claims for damages or reimbursement of wasted expenditures shall be based upon this regulation regardless of the claim's legal nature. Liability as per the Product Liability Act shall remain unaffected.

2. Duerr NDT GmbH & Co.KG shall be unlimitedly liable for damage to life, damage to health or bodily injury.

3. Duerr NDT GmbH & Co.KG shall be unlimitedly liable for damage resulting from wilful or grossly negligent conduct of Duerr NDT GmbH & Co.KG. Duerr NDT GmbH & Co.KG shall only be liable for damage resulting from slightly negligent conduct in case such conduct results in non-performance of an obligation that is of special importance for fulfilment of the purpose of contract (material contractual obligation). Such material contractual obligation shall always be present in case such obligation represents a basic prerequisite for proper performance of the contract, or in case the operator may regularly rely upon fulfilment of such obligation. In case of violation of a material contractual obligation, liability of Duerr NDT GmbH & Co.KG shall be limited to damage that is typically to be anticipated within the scope of a software licence or maintenance and service work (clause 9).

4. Liability regarding data loss shall be limited to the typical recovery efforts that would be required in case of regular and appropriate making of backup copies.

5. Paragraphs 1 to 4 shall correspondingly apply to personal liability of employees, colleagues, representatives and servants of Duerr NDT GmbH & Co.KG.

§7 Retention of title

Duerr NDT GmbH & Co.KG retains the property in the Software until the complete payment of the obligations from the contractual relationship with the User.

§8 Term of the agreement

1. This agreement is concluded for an indefinite term.

2. The right of the User to use the Software and documentation is forfeited if the User significantly breaches the terms of use defined in this agreement, in particular if he infringes the provisions of use and resale of articles 3 and 4 and Duerr NDT GmbH & Co.KG terminates this agreement for important reason. In such a case, the User undertakes to return all data carriers and copies of the data carriers and to delete all copies of the Software.

§9 Demo versions

1. Duerr NDT GmbH & Co.KG offers the User the possibility to use versions of the Software whose use is restricted („Demo Versions") free of charge to test the Software. The User may change from the Demo Version of the Software to the full version by activating the full version with the registration. Activation will incur the standard costs for the acquisition of the Software from Duerr NDT GmbH & Co.KG or the respective seller.

2. Duerr NDT GmbH & Co.KG assumes no liability for Demo Versions. Liability of Duerr NDT GmbH & Co.KG for the use of Demo Versions with the User is restricted to the claims defined in Art. 6, par. 2 and 3. Any further liability on the part of Duerr NDT GmbH & Co.KG is hereby excluded.

§10 Maintenance and service work of Duerr NDT GmbH & Co.KG, in particular remote maintenance

In case Duerr NDT GmbH & Co.KG performs maintenance and/or service work regarding the software installed on the operator's hardware (in the following referred to as „work") upon operator's request, then the following regulations shall apply with regard to such work:

1. The prices for such work shall be based on the respectively current price list of Duerr NDT GmbH & Co.KG. Invoices of Duerr NDT GmbH & Co.KG shall be payable two weeks after invoice date, at the latest. Warranty work of Duerr NDT GmbH & Co.KG according to clause 5 shall not require compensation.

2. Liability of Duerr NDT GmbH & Co.KG regarding the work shall be based on clause 6.

3. The operator shall be obliged to perform a data backup of Duerr NDT GmbH & Co.KG before starting of work, so that complete recovery of the operator's data is possible within a reasonable period of time.

4. If the work is made via a remote data transfer system without physical contact to the operator's hardware (in the following referred to as „remote maintenance"), then the operator shall be responsible for installation of the third party's remote maintenance software on his hardware, and in particular for adherence to the licence terms of the remote maintenance software. Furthermore, the operator shall be responsible to provide the required connection of his hardware and software to the remote data transfer system. Duerr NDT GmbH & Co.KG shall not be liable for damage resulting from disturbances of the remote data transfer system that are beyond Duerr Dental's control, or for damage resulting from unauthorised access of third parties to the operator's hardware and software.

§11 Final provisions

1. Modifications, amendments and specifications of these contractual provisions as well as warranties and guaranties require the written form to be valid. The same applies for the abolition of this written form requirement.

2. If one or several provisions of this agreement are invalid or unenforceable, this does not affect the validity of the remaining provisions.

3. The invalid or unenforceable provision shall be replaced by such a provision as comes closest to the intended effect of the invalid or unenforceable provision.

4. With regard to the contractual relationship with the User, German law is applied, under exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

5. The place of jurisdiction for any disputes arising from the contractual relationship with the User is - provided the User is trader - the place of jurisdiction of Duerr NDT GmbH & Co.KG or the place of jurisdiction of the User, according to the discretion of Duerr NDT GmbH & Co.KG.

April 2012