PowerDicom

© by MHGS. All rights reserved.

Internet:

https://www.MHGSoft.de http://www.dicom-solutions.com

eMail:

mhqs@MHGSoft.de

END-USER LICENSE AGREEMENT FOR THIS SOFTWARE

IMPORTANT-READ CAREFULLY: This End-User License Agreement is a legal agreement between you (either an individual or a single entity) and MHGS for this software product identified above, which includes computer software, accompanying files, associated media and printed materials, and may include "online" or electronic documentation ("SOFTWARE PRODUCT" or "SOFTWARE"). By installing, copying, or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this license agreement. If you do not agree to the terms of this agreement, do not install, copy, or use the SOFTWARE PRODUCT.

SOFTWARE PRODUCT LICENSE

The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE PRODUCT is licensed, not sold.

- 1. GRANT OF LICENSE. This license agreement grants you the following non-exclusive, non-sub-licensable, non-transferable, non-assignable right:
 - * Software Product. You may install and use the enclosed SOFTWARE PRODUCT on your computer.

MHGS reserves all rights not expressly granted to you.

- 2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.
 - * Limitations on Reverse-Engineering, Decompilation, and Disassembly. You must not reverse- engineer, decompile, or disassemble the SOFTWARE PRODUCT.
 - * Rental. You must not rent or lease the SOFTWARE PRODUCT.
 - * Termination. Without prejudice to any other rights, MHGS may terminate this license agreement if you fail to comply with the terms and conditions of this agreement. In such event, you must destroy all copies of the SOFTWARE PRODUCT and all of its component parts.

- 3. COPYRIGHT. All title and copyrights in and to the SOFTWARE PRODUCT, the accompanying printed materials, and any copies of the SOFTWARE PRODUCT are owned by MHGS. The SOFTWARE PRODUCT is protected by copyright laws and international treaty provisions. Therefore, you must treat the SOFTWARE PRODUCT like any other copyrighted material.
- 4. VARYING LICENSE MODELS. If a special license model is agreed upon with an enterprise ("company license") within the context of a contract, these special provisions are valid in reference

to the number and use that differ from the above mentioned provisions through the contract transferred licenses.

5. EVALUATION LICENSE.

Legal use of the Trial Edition is limited to 30 day.

The terms of this Section 5 are applicable to you only if you have acquired an Evaluation License for the Trial or Demo editions, as defined below, for the Product directly from MHGS or a MHGS authorized distributor or reseller, or if you intend to use a Trial Copy provided directly by MHGS. In order to evaluate the Product, you may install the Product, as outlined below, on a temporary basis for trial, evaluation, non-commercial purposes only (the "Evaluation Period"). The Evaluation Period is limited to the greater of the period of time specified to you by MHGS or thirty (30) days from the date the Product is installed.

At the end of the Evaluation Period your license to use the Product expires. During the Evaluation Period, MHGS grants you the personal, nonexclusive, nontransferable and limited license to use the Product solely for evaluation purposes. You must not use the Product during the Evaluation Period for any commercial, business, governmental or institutional purpose of any kind. At the end of the Evaluation Period, further use of the Product by you is prohibited.

If you do not purchase a license for the Product at the end of the Evaluation Period, you hereby agree to permanently remove or delete the Product from all computer systems, including Servers, as defined below, and workstations, on which it was installed and destroy any software and documentation received, and not to reinstall the Product. If you desire to continue to use the Product following the Evaluation Period, you should contact MHGS or a MHGS authorized distributor or reseller to order commercial licenses to use the Product.

Should you have any questions concerning this agreement, or if you desire to contact MHGS for any reason, please write an eMail to mhgs@MHGSoft.de.

PowerDicom is not intended for diagnostic or therapeutic purposes.

NO WARRANTIES. To the maximum extent permitted by applicable law, MHGS expressly disclaims any warranty for the SOFTWARE PRODUCT. The SOFTWARE PRODUCT and any related documentation are provided "as is" without warranty of any kind, either express or implied, including, without limitation, the implied warranties of merchantability or fitness for a particular purpose. The entire risk arising out of use or performance of the SOFTWARE PRODUCT remains with you.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES. To the maximum extent permitted by applicable law, in no event shall MHGS or its suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of business profit, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of, or inability to use, this product, even if MHGS has been advised of the possibility of such damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.