

END USER LICENSE AGREEMENT

from 05.12.2023

Before installing or other use using the "MEDVisor-EVA" software (hereinafter - the "Software"), you must carefully read this End User License Agreement (hereinafter - the "License Agreement"), because installing, copying or any other using the Software means your unconditional consent to enter into this License Agreement and strictly comply with all its terms. This License Agreement enters into force for the Parties from the moment of installation of the "MEDVisor-EVA" software on your device. You may not object to any provision of this License Agreement, or rely on vagueness or ambiguity in its terms. You should remember that the right to the Software is protected by the legislation of Ukraine, including, but not exclusively, the Law of Ukraine "On Copyright and Related Rights" and international agreements. Failure to comply with the terms of this License Agreement may serve as a basis for holding you accountable and filing lawsuits by the owner of the property rights to the Software ("SEC SCANNER" LLC). By entering into this License Agreement, you confirm that you have civil rights to the extent required by the laws of the country in which you are located, which allows you to enter into such agreements.

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1.2. "License" means a limited (non-exclusive) right to install and use the Software for a certain period or without a time limit provided by the Licensor for the End User on a free basis or for a certain fee (a non-exclusive license within the meaning of Article 1108 of the Civil Code of Ukraine).

1.3. "Licensor" means "SEC SCANNER" LLC (SCIENCE AND ENGINEERING CENTER "SCANNER" LIMITED LIABILITY COMPANY), a legal entity duly registered and operating in accordance with the current legislation of Ukraine (legal entity identification code - 14180968 , location address: Ukraine, 18019, Cherkasy region, Cherkasy city, Smilyanska street, building 122/1).

1.4. "Device" means a computer, laptop or any other electronic device running the Windows operating system and on which the Software is installed.

1.5. "Software" "MEDVisor-EVA" means a collection of source code, object code, data and commands intended for the operation of electronic computing machines (PC) and other computer devices with the purpose of obtaining a certain result, including preparatory materials obtained in the process of developing programs for computers, and the audiovisual content, software product, downloaded (received) generated by it in any way.

1.6. "End User" means any natural and/or legal person who downloads and/or installs on a Device and/or otherwise uses the Software. End User is also referred to as "You" with any applicable prepositions.

1.7. "Update" means any changes, corrections, improvements, modifications, etc. that Licensor applies to the Software.

2. LICENSE

2.1. The terms of the License Agreement apply to the Software, as well as updates, additions, additional components for such Software, exclusive intellectual property rights to which belong to the Licensor.

2.2. The End User, by downloading and/or installing the Software on the Device, confirms that he has read and fully understood all the terms of this License Agreement, his unconditional, full and irrevocable acceptance of the terms of the License Agreement, and also undertakes to fully consistently and consistently comply with all the terms, requirements and restrictions set forth in the License Agreement.

2.3. By the fact of installing the Software on the Device, the End User confirms his recognition of "SEC SCANNER" LLC as the sole and exclusive owner of any and all intellectual property rights to the Software.

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2.6. After installing the Software on the Device, the End User is entitled to use the Software in accordance with the terms of the License Agreement.

2.7. The term of validity of the License starts from the corresponding hour and minute on the day of downloading and/or installation of the Software on the Device by the End User and remains in effect until the Software is removed from the Device by the End User or until the License is canceled (according to clause 4.3 of this License Agreement), or until the expiration of the License period (in the case of using the paid functionality of the Software).

2.8. During the term of the License, the Licensor may release and offer to the End User any Software Updates. Such Updates may remove or change the nature of features or other aspects of the Software, including, but not limited to, features that the End User may rely on. End User acknowledges and agrees that such actions may be taken at Licensor's sole discretion and that Licensor may require continued use of the Software after End User has fully installed such Update. Any Updates are an integral part of the Software and are subject to the terms of this License Agreement.

2.9. The end user is obliged to use the Software exclusively for its functional purpose.

2.10. The Licensor grants a non-exclusive right to install and use the Software on a free basis.

3. LIMITATIONS ON END USER RIGHTS

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3.1.3 alter or cause to be altered any Software files constituting the Software, including changing file names, through and/or as a result of Your actions;

3.1.4 remove, alter, obscure any notices or labels from the Software or Software files, including copyright attributes and copyright notices;

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3.2 You can use the Software exclusively in combination with the Scanner MK-200 colposcope, manufactured by "SEC "SCANNER"" (hereinafter - "Skaner MK-200 colposcope").

3.3. You are prohibited from using the Software for any illegal purposes that are illegal under the laws of Ukraine and the country in which You are located, as well as to perform actions that are considered a crime or other offense under the laws of Ukraine and the country in which You are located are located

3.4. If you violate the restrictions set forth in Section 4 of this License Agreement, the Licensor has the right to unilaterally terminate the License and present you with property claims, including filing a lawsuit and/or turning to the relevant authorities for the protection of your violated rights and in order to stop such illegal actions. Termination of the License provided for in this clause does not impose any obligations on the Licensor to pay you monetary compensation for the period for which the License was prematurely terminated.

If you receive a notice (including by e-mail) from the Licensor about the termination of the License in connection with your violation of the terms of the License Agreement, you are obliged to immediately stop using the Software and remove the Software from all Devices on which you the Software has been downloaded and/or installed.

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5.7. The software is protected by copyright laws and international treaties. You are responsible for violating the terms of the License Agreement in accordance with the Law of Ukraine "On Copyright and Related Rights" No. 3792-XII dated 23.12.1993 (with subsequent amendments and additions), other acts of the current legislation of Ukraine, international legislation and the provisions of this License Agreement .

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6.1. Licensor provides the Software "in existing condition", "as it is", without warranty of quality and without any future warranties. You agree that you use the Software at your own risk and responsibility.

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6.4. The Licensor does not guarantee that the Software will not be damaged or will not become defective as a result of downloading and installing other programs, software systems, including analogues of the Software. These actions are taken at your own risk and you are solely responsible for them.

6.5. You agree that the Licensor will not be liable for any damage caused as a result of the use of the Software, including material damage, non-pecuniary damage, damage to business reputation or other work, loss of databases or any other information from the Device.

6.6. You agree that the Licensor will not be liable for any damage, any direct or indirect costs, material damage, lost profits, commercial losses, termination of contracts with other individuals and/or legal entities, which are directly or indirectly related to the use of the Software, as well as for any possible damages caused by errors in the operation of the Software, even if the Licensor was informed about such errors, and for possible damages, expenses and claims of interested parties.

6.7. In countries and jurisdictions in which the limitation of liability of the Licensor set forth in this License Agreement is invalid, the Licensor shall be liable for damages only to the extent of the amount received by the Licensor from the price paid by the End User for the License.

6.8. The End User does not have the right to refer to the performance of actions on his behalf by unauthorized persons as a basis for avoiding responsibility for the result of such actions and/or in the resolution of disputed situations, with the exception of cases when the End User has notified the Licensor in writing of this prior to the performance of such actions .

LAW AND JURISDICTION FOR LICENSE AGREEMENT

7.1. All legal relations related to the fulfillment of the terms of this License Agreement are governed by the legislation of Ukraine and international agreements to which Ukraine is a party, which have been ratified and are applied in accordance with the established procedure.

7.2. All disputes are resolved through negotiations. If it is impossible to reach an agreement, the interested party has the right to apply to the court of Ukraine, which is authorized to consider such a dispute in accordance with the legislation of Ukraine at the location of the Licensor. You consent to such jurisdiction and undertake to comply with any final decision of a court of Ukraine.

8. OTHER PROVISIONS

8.1. If for any reason any of the clauses of the License Agreement or several of its clauses are considered invalid, all other clauses and parts of the License Agreement will remain legally binding.

8.2. The Licensor has the right to unilaterally introduce any changes and additions to the License Agreement without their prior or subsequent approval by the End User. You expressly acknowledge the Licensor's right to make such changes and additions.

8.3. The End User understands and fully agrees that the provisions of this License Agreement, the Privacy Policy and the User Agreement apply to any relationship arising between him and the Licensor as a single set of provisions governing such relationship. It is not possible to use the provisions defined in one of the above documents without taking into account the content and provisions defined in the others.

8.4. Anchoring in this License Agreement, the Privacy Policy and the User Agreement, any provisions in certain sections and/or clauses is made solely to facilitate the structuring and perception of their content, and in no case can be interpreted or set the circle of relationships to which such may apply provisions, based on the name of a certain section or grouping in a certain clause. The names of the sections containing the above-mentioned documents are provided solely for the purpose of structuring such a document and facilitating the perception of its content.

8.5. This License Agreement becomes effective for the End User from the moment the Software is downloaded and/or installed on the Device or is valid indefinitely, during the entire period of use of the Software by the End User.

8.6. Any disclaimer of liability of SEC "SCANNER" LLC, set forth in the Privacy Policy and/or the User Agreement regarding any legal relationship, also applies to the legal relationship governed by this License Agreement or related to it.

8.7. All capitalized terms in the text of the License Agreement have the meanings given for them in the License Agreement and their meanings apply to all word forms, both singular and plural. Other terms used in the License Agreement and not defined by it and/or the Privacy Policy and/or the User Agreement shall have the meanings defined in the current legislation applicable to the legal relationship regulated by this agreement. The words "including" and "among" also mean "without limitation".

8.8. Any obligation of a party not to perform any act includes an obligation not to allow such an act to be performed.

8.9. Changes and additions to the License Agreement come into force from the moment of their publication on the Licensor's official website at <https://www.scanner.ua/med-visor/> and are legally binding for you. If you do not agree with the changes to the License Agreement, you must immediately stop using the Software. Your continued use of the Software will be deemed your acceptance of such changes.

8.10. The license agreement may be available in several languages. There may be discrepancies or differences in interpretation between the Ukrainian version of the License Agreement and its versions in other languages. To ensure uniformity and avoid ambiguity, the Ukrainian version will prevail.