

SUBSCRIPTION AGREEMENT OF ARTO-PERIMETER

1. SUBSCRIBER

Name: _____

Business ID: _____

Address: _____

Postal code: _____

City: _____

(hereinafter referred as to "Customer")

2. SUBSCRIPTION

Upon terms and subject to the conditions set forth in this Agreement, the Customer subscribes _____ license(s) for the research tool of central field of vision, ARTO-perimeter ("the Product") from Optivisio Ltd.

In addition to the terms and conditions of this Agreement, license terms set out in appendix 1 shall apply to the Product.

3. CONCLUSION OF THE SUBSCRIPTION AND VALIDITY OF THE CONDITIONS

Optivisio Ltd shall deliver the Product(s) to the Customer after the Customer has signed this Agreement, provided Optivisio Ltd with all necessary information concerning the contact persons, sites and offices the Product(s) is used and pays the license fee subject to the license terms.

Optivisio Ltd will send an invoice for the delivery of the Product after the Customer has returned this Agreement to Optivisio Ltd.

The Product will be delivered to Customer in a manner chosen by Customer.

4. CONTACT PERSON AND OFFICES OF CUSTOMER

Before the delivery of the Product(s), the Customer shall notify Optivisio Ltd the information concerning the sites, offices and the contact person liable for the use of ARTO-perimeter.

Contact person:

Name: _____

Title: _____

E-mail: _____

Phone number: _____

The Customer shall notify Optivisio Ltd the number of Customer's sites and offices as well as the information concerning the offices in writing in connection with the subscription.

5. OTHER TERMS AND CONDITIONS

The use of Products is subject to the License terms set out in Appendix 1.

6. WARRANTS OF CUSTOMER

The Customer warrants that all information provided by the Customer to Optivisio Ltd are accurate and up-to-date. The Customer undertakes to notify Optivisio Ltd of all changes in the information delivered. In addition, the Customer hereby warrants that the Customer has noted the subscription and license terms and undertakes to comply with the said terms in the use of the Product.

Appendices

1. License terms of Optivisio Ltd.

Place and time

print name and role in Customer company

LICENSE TERMS OF ARTO –PERIMETER

1. PARTIES

Optivisio Ltd (2890827-2)
 Kielorannankatu 20, 70820 Kuopio, Finland
 (hereinafter referred as to "Licensor")

Subscriber of the license (hereinafter referred as to "Licensee")

(hereinafter referred jointly as to "Parties")

2. BACKGROUND

Licensor is the designer and the developer of ARTO-perimeter ("the Product"), examination tool of a central field of vision created for driving license examinations. Licensor is a sole owner of the intellectual property rights related to the Product and the ARTO-perimeter trade name.

The Product is registered in class I in accordance with Council directive (93/42/ETY) concerning medical devices.

The purpose of Licensee is to obtain a right to use the Product subject to conditions and limitations of these terms. These terms constitute the Parties' agreement on the user right to use the Products ("the License"), the grant of License and the rights and obligations related to it.

3. GRANT OF THE LICENSE AND RIGHTS

Licensee commits to these terms upon payment of the license fee of the Product

Subject to these terms the Licensor grants to Licensee a non-exclusive, permanent, royalty-bearing, non-transferable and limited license to use the Product for the purposes set out in Section 2 provided that the Product is used in accordance with following conditions:

- the License is limited on professional operations in the field of health care and on public sector health care
- the License is limited to respective site or office. Each site or office shall acquire a separate License despite the number of the sites or offices of the Licensee. For the purposes of these terms site or office shall mean one physical location where the Licensee operates
- Updates or new versions of the Product are not included in the License
- Subject to the license fee the License fee is permanent provided that Licensor complies with these terms
- Licensor shall not make any copies of the Product unless for the use within the respective site or office the License is granted
- The License is granted “as is” upon the delivery
- The License is limited on Licensees own professional business. The Licensee shall not have a right to resell or lease any services completed based on the License or Products to any other parties that, based on such party’s business operations, would require a separate license

4. INTELLECTUAL PROPERTY RIGHTS

Intellectual property rights related to the Product are and shall remain exclusively on the Licensor. No other right than the License granted with these terms is vested to the Licensor. The Product is protected by the copyright laws, international copyright conventions and other regulations and conventions concerning the intellectual property rights.

Licensee shall not have a right to claim any registration or legal protection for any rights or trade names related to the Product.

Licensee shall be liable for acquiring sufficient software required for use of Product as well as applicable software user rights. Use of the Product requires right to Adobe Acrobat Reader –application and applicable computer device. Licensee shall be fully liable for the install, use and compliance with the license conditions related to Adobe Acrobat Reader –application. Licensor shall have no liability over such license conditions or any liabilities, obligations or fees related to the said license conditions. Licensor shall have no liability on functionality or usability of the Adobe Acrobat Reader –application.

5. GENERAL UNDERTAKINGS OF THE LICENSEE

Licensee shall ensure that the use of the Product will be in accordance with these terms.

Licensee shall purchase a separate License for all Licensee's sites and/or offices and notify Licensor of the necessary information and the number of the sites and offices. Licensee shall notify Licensor on any changes in the number or relevant information of the sites or offices and pay a separate license fee for each site or office using the Product. Licensor shall have a right to inspect the number of the sites or offices of the Licensee and the use of the Product at any time.

With respect to Licensor, Licensee is liable for ensuring that Licensee's staff and other personnel using the Product shall not use or transfer the Product outside any site or office holding a valid License.

Licensee shall notify Licensor the information and title of contact person liable for the use of the Product in Licensee's site or office.

6. OTHER LICENSE LIMITATIONS

Licensee shall not transfer the Product to a third party. Licensee shall not make the Product available to any other site or offices unless with valid License purchased from the Licensor.

Licensee shall not modify, adapt, translate, decompile, reverse engineer, copy or create derivative works based upon of the Product without a written permission of the Licensor. Licensee shall not lease, sell or transfer the Product to any third party without a written permission of the Licensor.

The License terminates if the Licensor ceases to carry out its business related to the Product or transfers its business to a third party.

The Licensor shall have the right to label or name the Product specifically allocated to the Licensee.

7. UNDERTAKINGS OF LICENSOR

The Licensor delivers the Product and the necessary information related to the Product to Licensee. The Product is delivered as agreed by the parties after the Licensee has paid the license fee and any other delivery expenses agreed by the parties.

The Licensor shall, upon the written request of the Licensee, to deliver a new copy of Product to the Licensee if the Licensee has lost the original Product. The Licensor shall have the right to claim a report concerning the use and transfers of the Product within the Licensee's sites or offices and charge all reasonable expenses caused by redelivery.

The Licensor warrants that upon delivery the Product is registered as medical device for the purpose mentioned in section 2. The Licensor shall not be liable in the event the Product shall not meet the requirements or conditions of medical device in the future.

The Licensor warrants that upon transfer the Product shall not infringe any intellectual property rights of any third party.

8. TRANSFER, SUBLICENCES AND SUBCONTRACTINGS

The Licensee shall not, without a prior written consent of the Licensor, transfer the License or the Product, as a whole, partially or otherwise, to a third party or to one site of office of the Licensee without a valid and separate License.

Re-delivering, transfer or re-licensing (granting user right) of the Product without a prior written consent of the Licensor is forbidden.

The Licensee shall have no right to sublicense the Product or the License.

9. LIMITATIONS OF LIABILITY

The License is granted for the purposes of driving license central field of vision examinations and subject to the Product instructions.

The Licensee acknowledges and agrees that the Product is an instrument used in examinations and all liability in relation to the conclusions, diagnoses or treatments created or resolved based on the use of the Product lies fully on the Licensor or Licensor's personnel. The Licensor shall in no event be liable for any conclusions, diagnoses or treatments created, resolved or completed with the help or in connection with the use of the Product.

In any event the liability of the Licensor is limited to the aggregate amount of License fees paid and the Licensor is not liable of any indirect damages.

10. LICENSE FEE OF THE LICENSED PRODUCT

The Licensee shall, as one-time lump sum payment for the License, pay into the bank account designated by Licensor the sum of one hundred fifty euros (150,00 EUR, VAT 0 %) per every site or office. The Licensor shall not be obliged to deliver the Product until such amount has been received in full by the Licensor.

The Licensee shall have a right to use the Product immediately after the delivery and payment of the license fee. The Licensor shall not refund the License fee after the Product has been delivered to Licensee.

11. OTHER TERMS AND CONDITIONS

The Licensor shall have the right to use The Licensee's business name in Licensor's own marketing by announcing the Licensee as a user of the Product.

In the event the Licensee uses or sells the Product as a separate service or product of the Licensee's own business, The Licensee shall have an obligation to announce the name ARTO-perimeter in connection with the use of the Product.

12. TERM OF THE LICENSE

The License is permanent provided that the Licensee complies with these terms.

If the Licensee

- transfers or uses the Product in any other sites or offices than subject to valid License entitles to
- unlawfully copies the Product
- otherwise substantially breaches these terms and fails to cure any breach of these terms within thirty (30) days after having become aware of such breach, the Licensee shall pay the Licensor as a liquidated damages 15.000,00 euros. For the sake of clarity it is noted that each unjustified use of License, for example in the site or office without a valid License, shall constitute a separate breach.

The Licensor shall have the right to revoke the License with immediate effect in the event the Licensee breaches these terms. Upon termination of the License the Licensee shall promptly return all Products and copies thereof to the Licensor.

13. NOTICES AND CONTACT PERSONS

All notices and other communications shall be in writing by mail, e-mail or facsimile. Unless otherwise agreed in these terms, notices shall be made to the following contact persons:

The Licensor:

Optivisio Ltd
Arto Hartikainen
Address: Kielorannankatu 20, 70820 Kuopio
E-mail: arto.hartikainen@optivisio.fi

The Licensee undertakes to notify the information of the contact person before the delivery of the Product.

14. APPLICABLE LAW AND DISPUTES

These terms shall be governed by Finnish law.