

Licence agreement
DPV-Version 7.50

Effective 29.01.2016

This is the DPV documentation software for the international SWEET diabetes quality improvement group. This software is available in German, English, French, Greek, Portuguese, Spanish and Polish.

This is a legally binding contract, please read carefully. By installing or using the DPV software, you oblige to all regulations in this contract. If you do not agree with all regulations in this contract, you have to stop using the DPV software immediately and uninstall the software.

A DEMO version is available on the internet. The DEMO version is for the information of future users only, not for documentation of patient data. The functionality of the DEMO version is limited, for the DEMO version Ulm University does not grant any liability.

The DPV software was developed at Ulm University to document quality of care, and for scientific-epidemiologic analyses. Public funding (BMBF Competence network diabetes, German center for Diabetes Research, German ministry of health, German Research Council), foundations (EFSD, German Diabetes foundation, Dr. Bürger-Büsing-foundation) and pharmaceutical companies support the project or supported it in the past. This does not allow any claims towards these sponsors.

Licence agreement

Each licensee receives a version of the DPV software with a unique signature, to allow joint data analyses among several or all licensees.

The licensee is allowed to install the software on a single desktop computer or in a server network. A separate installation on several computers by one licensee is not definitely not recommended, as this will lead to inconsistent and

multiple documentation. If the software is installed repeatedly despite this advice, the licensee is solely responsible for all potential consequences.

The licensee is allowed to have backup copies of the software, if this is required for future use. Beyond that, the licensee is not allowed to duplicate the software for any other purpose.

Changes to the software in order to correct software errors or expand the functionality are only allowed, if the modified program code is used by the licensee only. Software use by the licensee includes the professional or profit oriented use, if this use is limited to the licensee. Identification of the user (name of the institution, signature, DPV software serial number) as well as this licence agreement are not to be deleted or modified.

In addition, without a written previous agreement by Ulm University, the licensee is not allowed to reproduce the DPV software, to change, to modify, to decompile, to disassemble, to reengineer the software or use it as a basis for other software developments. In addition, without a prior written agreement by Ulm University, the licensee is not allowed to forward the DPV software to others, to sell, to copy, to rent, to clone separate licenses, or to distribute any information gained by decompiling the software or the backup copies. Any violation against this regulations will automatically terminate the right of the licensee to use or own the DPV software.

Intended Use

The DPV software is intended for documentation of diabetes-related parameters and analysis of quality measures at the institution participating in the DPV or the SWEET initiative.

The DPV software, including all statistics, graphs and tables, can never be used as a sole basis for any therapeutic decisions. All therapeutic decisions have to be based on medical information available independently from the DPV software. Medical and non-medical users have to accurately verify the validity of all information provided by the DPV software.

Copyright

The DPV software is developed at Ulm University and remains the property of Ulm University. Ulm University holds all rights that arise from copyright and all other property rights. Ulm University keeps all rights that have not been explicitly granted to the licensee. Each copy of the software, which has been made based on this license agreement, has to contain the complete copyright annotations and all other annotations, which were available on the original version of the software.

Warranty

Faults of the DPV software will be corrected during the warranty-period of 6 months after the shipment of the software. Any faults have to be disclosed immediately in writing. Ulm University assumes no liability for any harm due to delayed disclosure of faults in the software.

Before the licensee discloses any software faults, the most recent update of the software has to be installed, followed by investigation if the fault is still present. If clear software

faults are identified, an improvement or a new software version will be delivered free of charges. If the improvement of the new version does not fix the fault, the agreement will be cancelled or revoked.

Warranty is limited to the most recent version of the DPV software and does not apply to product faults. If retrospectively no software fault was responsible for the malfunction, the time spent has to be remunerated based on the usual hourly rates of Ulm University.

Limitation of liability

Users of the DPV software are responsible to comply with their local data regulations. The University of Ulm is not legally liable for any malfunction of the software. Each version of the software will be tested prior to shipment, however no liability can be assumed that the DPV software functions correctly with any constellation of data, any hardware, any operating system and in the interaction with any other software installed on the computer or server.

Liability is limited to malice intent or gross negligence. Any liability for any special, accidental, indirect or

subsequent damage, including damage due to lost profit, interruption of business, loss of patient data, loss of business information or any other financial loss, which are due to the use of the DPV software or the impossibility to use the DPV software is excluded.

There is no warranty that the use of the software does not impinge on any copyrights and related rights of any third party. This does not apply if the Ulm University knows about conflicting copyrights or related rights or damage to third party, or in case of gross negligence. Liability of the Ulm University is limited to the DPV software. Add-on modules, which have been developed outside of Ulm University, are not covered by this liability.

Data privacy, Data protection

All responsibility for data privacy and data protection is with the licensee.

The licensee is responsible to comply with all regulations to ensure data privacy of all person-related data documented with the DPV software. This includes the

information of the authorized data protection officer. Any unauthorized access to the data has to be prevented by organizational measures and by authorization of access.

The licensee is required to repeatedly, timely data backup on separate data media and correct storage of these data media for a suitable time period to prevent any loss of data.

Subsidiary agreements

Any changes and additions to this agreement have to be done in writing. There are no subsidiary agreements. If one or several terms of this agreement should be or become void, this does not affect the legal force of the agreement.

Place of jurisdiction is Ulm / Danube, Germany. Applicable law is German law.

Non-German law is not applicable, even if German law refers to it.