

Bindex® License Agreement

Software and Device License — Osteoporosis Screening

Sub-Licensor: Prevenova GmbH, Baarerstrasse 19, 6300 Zug, Switzerland (CHE-341.358.274)

Licensee: [Customer legal name, address, registration number]

Effective Date: as specified in the Sales Contract

Version: July 2026 (v3) · EUR edition — Germany & Austria · Language: English · Governing law: Switzerland

This Bindex® License Agreement ("Agreement") is entered into between Prevenova GmbH, Baarerstrasse 19, 6300 Zug, Switzerland (CHE-341.358.274), acting as authorised sub-licensor ("Sub-Licensor"), and the customer identified in the Sales Contract ("Licensee"). This Agreement forms part of the overall contractual relationship together with the Sales Contract and the General Terms and Conditions ("GTC").

Bone Index Finland Oy, Savilahdentie 14, 70700 Kuopio, Finland ("IP Owner") is the owner of all intellectual property rights in the Bindex® Product and Software. Title to the Device hardware remains with the IP Owner at all times (except under the one-time purchase model).

1. Definitions

"Authorised Users" means employees of the Licensee who access the Software under the Licensee's licence.

"Device" means the Bindex® Pulse-Echo Ultrasound hardware device made available to Licensee (on loan) or sold to Licensee.

"Software" means the Bindex® cloud-based osteoporosis screening platform, including the application, data portal, reporting tools, and any updates thereto.

"Scan" means a single osteoporosis screening measurement performed using the Device and Software.

"Sales Contract" means the binding agreement signed by both parties setting out the specific commercial terms, Pricing Model, and Effective Date.

"Subscription Term" means the period during which Licensee is entitled to access the Software, as specified in the Sales Contract.

"Licence Fee" means the fee payable by Licensee for access to the Software and use of the Device, as set out in the Sales Contract and Appendix 1.

2. Licence Grant

2.1 Subject to payment of the Licence Fee and compliance with this Agreement, Sub-Licensor grants Licensee a non-exclusive, non-transferable, revocable licence to access and use the Software solely for osteoporosis screening at the Licensee's named clinic or practice during the Subscription Term.

2.2 The licence extends only to Authorised Users who are employees of Licensee. Licensee is responsible for all acts and omissions of Authorised Users.

2.3 Licensee must not: (a) sub-license, assign, or transfer the licence; (b) copy, modify, or reverse-engineer the Software; (c) use the Software for any purpose other than osteoporosis screening; (d) allow access by persons who are not Authorised Users.

3. Device Terms

3.1 Under the pay-as-you-go and annual subscription models, the Device is made available on a loan basis for the Subscription Term. Title remains with the IP Owner. Licensee acquires no ownership interest.

3.2 Under the one-time purchase model, title transfers to Licensee upon receipt of full payment.

3.3 Licensee must: (a) operate the Device per Sub-Licensors instructions; (b) not pledge or transfer the Device; (c) promptly notify Sub-Licensors of loss, damage, or malfunction; (d) return the Device on termination (loan models) at Licensees cost.

3.4 Replacement costs for loss or damage beyond normal wear: € 14,900 (device), € 50 (measurement stick), € 100 (protective case), excluding VAT and shipping.

4. Subscription Term and Renewal

4.1 The Subscription Term begins on the Effective Date as specified in the Sales Contract and continues for the period set out therein. For annual subscriptions, it renews automatically for successive 12-month periods unless either Party gives 90 days' written notice of non-renewal before the end of the then-current term.

4.2 For pay-as-you-go agreements, either Party may terminate on 90 days' written notice.

5. Licence Fee and Payment

5.1 The Licence Fee is set out in Appendix 1 and in the Sales Contract. Invoices are payable within 30 days from the invoice date.

5.2 All fees are exclusive of VAT. For Licensees in Germany and Austria, the reverse charge procedure applies (§13b UStG / Austrian UStG). Licensee self-assesses VAT. Both parties' tax numbers appear on invoices.

5.3 Late payments bear interest at 5% per annum (Art. 104 Swiss CO) or the applicable statutory rate.

5.4 Sub-Licensors may suspend Software access with 14 days' notice if Licensee fails to pay any amount due.

5.5 End-User Price Notification (pay-as-you-go only): Licensee must notify Sub-Licensors in writing at least 30 days before changing the price charged to patients per scan. The revenue share is calculated on the actual amount collected from patients regardless of notice.

6. Software Updates

Sub-Licensors may update the Software at any time to correct faults, add functionality, or maintain regulatory compliance. Reasonable advance notice will be given for material changes.

7. Warranty

7.1 Sub-Licensors warrants that, during the Subscription Term when used per instructions: (a) the Software will materially conform to its published specifications; (b) the Device will be fit for its intended use, subject to normal wear and tear.

7.2 Sub-Licensors passes through device warranties as provided by Bone Index Finland Oy. Warranty claims are directed through Sub-Licensors.

7.3 Warranties do not apply to defects caused by misuse, unauthorised modification, or use outside specifications.

7.4 Sub-Licensors's sole obligation for warranty breach: repair, replacement, or pro-rated refund for the affected period.

8. Limitation of Liability

- 8.1 Neither Party shall be liable for indirect, consequential, incidental, or punitive damages.
- 8.2 Sub-Licensors total liability shall not exceed the total Licence Fees paid in the 12 months preceding the relevant event.
- 8.3 Nothing herein excludes liability for fraud, gross negligence, or death or personal injury caused by negligence.
- 8.4 The Device and Software are screening aids only. Licensee accepts sole responsibility for all clinical decisions.

9. Data Protection

- 9.1 Each Party shall comply with applicable data protection legislation, including the Swiss DSG and, where applicable, the EU GDPR.
- 9.2 Licensee is the data controller for patient data. Licensee must obtain all necessary patient consents and must not upload personal data beyond what is necessary for the screening function.
- 9.3 Jurisdiction-specific obligations: (a) Swiss Licensees: Swiss DSG and DSV; (b) German Licensees: GDPR, BDSG, TDDDG; (c) Austrian Licensees: GDPR and Austrian DSG.

10. Regulatory Compliance

- 10.1 Licensee warrants compliance with all laws applicable to the use of medical devices in its jurisdiction, including: (a) Switzerland: MedDO (SR 812.213); (b) Germany: MDR 2017/745, MPDG, MPBetreibV; (c) Austria: MDR 2017/745 and MPG.
- 10.2 Licensee must ensure use only by trained personnel and per Sub-Licensors instructions, and must notify Sub-Licensors promptly of any safety or compliance concern.

11. Intellectual Property

All IP rights in the Device and Software remain with the IP Owner or Sub-Licensors. No IP rights are transferred to Licensee. Licensee must not remove any proprietary notices.

12. Service Continuity

Sub-Licensors performance depends on its Master Distributor Agreement with Bone Index Finland Oy. If that agreement is terminated, Sub-Licensors will notify Licensee promptly and use reasonable efforts to ensure continuity or facilitate a direct arrangement between Licensee and the IP Owner. Sub-Licensors is not liable for interruptions caused solely by the IP Owners termination of the master agreement.

13. Termination

- 13.1 Either Party may terminate immediately if the other is in material breach unremedied within 30 days of notice, or becomes insolvent.
- 13.2 Sub-Licensors may terminate immediately if Licensee fails to pay within 14 days of a payment reminder.

13.3 On termination: Software access is revoked; Device must be returned within 14 days (loan models); all outstanding amounts become immediately due. Fees paid in advance are non-refundable except where termination is due to Sub-Licensor's material breach.

14. Governing Law and Jurisdiction

This Agreement is governed by Swiss law. The exclusive courts of the Canton of Zug, Switzerland have jurisdiction over all disputes.

15. General

15.1 This Agreement, the Sales Contract, Appendix 1 (Licence Fee Schedule), and Appendix 2 (Acceptable Use Policy) constitute the entire agreement between the Parties on this subject matter, together with the GTC.

15.2 Notices to Sub-Licensor: info@prevenova.com or Prevenova GmbH, Baarerstrasse 19, 6300 Zug, Switzerland.

15.3 No waiver of any right constitutes a waiver of any other right. Invalid provisions do not affect the remainder of the Agreement.

Signatures	
Sub-Licensor	Prevenova GmbH, Baarerstrasse 19, 6300 Zug, Switzerland (CHE-341.358.274)
Signed	_____
Name / Title	_____
Date	_____
Licensee	[Customer legal name and address]
Signed	_____
Name / Title	_____
Date	_____