

DICOM SYSTEMS SOFTWARE

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1.3 'Concurrent Connections' means the total number of simultaneous connections to the Software.

1.4 'Content' means any video, audio, data and any other output of the Software and any video, audio, data or other input into the Software.

1.5 'Instance' means one unique installation of the Software on a Server, whether used for development, production, service or testing purposes.

1.6 'License Key' means an alphanumeric code or similar installation, access or usage control code issued to You by Dicom Systems to activate and use one (1) or more Instances of the Software on one (1) or more single Servers depending on Your specific Dicom Systems license type.

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6.8 Representations. You represent and warrant that You are authorized to enter into this EULA and comply with its terms. Furthermore, You represent and warrant that You will at any and all times meet Your obligations hereunder, as well as any and all laws, regulations and policies that may apply to the use of the Software.

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6.10 Governing Law. This EULA will be governed by California law and the United States of America, without regard to its choice of law principles, and You and Dicom Systems hereby agree to submit to the exclusive jurisdiction and venue of the United States Federal District Court for the Northern District of California. The United Nations Convention for the International Sale of Goods shall not apply.

6.11 Contact Information. If You have any questions about this EULA, please contact Dicom Systems at info@dcmsys.com at dcmsys.com.

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