

## General terms of business

### A. Software SegoSoft

The following terms apply to the acquisition and use of SegoSoft (further, the “Software”) software:

The software is an application that essentially transfers data from (medical) devices (e.g. cleaning and disinfection devices) and puts the data into a format that is readable for the user on the user’s computer for the purposes of the user documentation. SegoSoft is an application that is classified as an active Class IIb medical device.

#### I. Subject of the contract

##### 1. Acquisition of the Software

Comcotec Messtechnik GmbH (further, the “Provider”) shall, for the term of the contract, transfer the SegoSoft software (further, the “Software”) in the version current when the contract was entered into.

##### 2. Software Maintenance

Upon acquiring the Software the Client simultaneously receives the “Service Card” containing maintenance and support services that go beyond the legal obligation to remove defects. The acquisition of the Software is only possible in combination with the acquisition of the Service Card since the Software is used in the medical sector in which, along with the purely functional requirement, it is essential that it is up-to-date.

##### 3. Terms of Reference

The current software is made available to the customer for download at [segosoft.info](http://segosoft.info).

The application documentation (user manual pdf document) is located in the application software.

The total scope of the program’s functions, the hardware and software terms of use as well as the content of the Service Card are described in the user manual and the terms of the Service Card (see point B).

#### II. Installation and Adjustment at the Client’s Premises

The Client shall install the Software itself. At

the Client’s request the Software may be installed on the Client’s computer in accordance with the Comcotec service requirements. Adjustments or alterations to the Software or the creation by the Provider of interfaces with third-party programs are only required where this is necessary in order to maintain or repair the Software or to ensure the Software is used in accordance with the contract. Otherwise, the Provider is only obliged to make adjustments or alterations if this is expressly agreed in writing, corresponding services are, where appropriate, to be separately remunerated by the Client on terms that are reasonable and standard for the market.

#### III. Remuneration and Term of the Contract

##### 1. Settlement and Amount

The remuneration for the use of the Software is payable in each case for a year and is calculated based on the use per item of Software installed. The remuneration is paid, in each case, for the transfer and use of the Software itself, for its maintenance and repair and for the services in the form of the Service Card.

The remuneration for the transfer of the Software device modules is calculated based on the number of modules deployed. It is payable once per device for which the Software is to be used.

##### 2. Term of the Contract

The term of the contract is initially one year and is extended automatically in each case by one year unless terminated in writing by one of the two parties no later than four weeks prior to the expiry of the yearly period. This is without prejudice to the right to extraordinary termination under the statutory regulations.

##### 3. Price Increases

The Provider is entitled to increase the variable fee no earlier than upon expiry of twelve months after the contract is entered into with three months’ notice in writing coinciding with a month end, if and to the extent its costs incurred for maintaining the Software have increased. The Client is entitled

to give notice of termination of the contractual relationship within a period of six weeks from receipt of the notice of an increase in the fee. Where there is a reduction in the Provider's corresponding costs the Client may, following the expiry of the period specified in Sentence 1, request a corresponding reduction in the fee.

#### **IV. Rights of Use to the Software, Use within the Network**

The Provider grants the Client the simple, non-transferable and time-limited right to use the program transferred in object code as well as the other components of the Software for the contractual purpose assumed, in accordance with the following terms:

##### **1. Scope of use**

The Client is entitled to use the program within the scope individually agreed. In so doing, the use should in each case be in relation to a device that should be recorded. The choice of the computer used is unimportant and may be altered by the user at will provided the computer meets the defined system requirements.

The use of the program for more than the agreed number of devices is not permitted unless the Provider expressly agrees. The Provider may make its consent conditional upon additional reasonable remuneration.

##### **2. Replacement of Devices**

If the use of the program on a computer of the Client is temporarily not possible, or possible only on a limited basis, in particular due to disturbances or due to repair or maintenance works then it shall be entitled to use the program on a replacement computer in the meantime. Where the device is replaced long-term the program may be used on the newly deployed computer; the program must be deleted in full from the computer used previously.

##### **3. Copying**

The Client is not entitled to copy the program or the documentation unless and to the extent this is necessary for its use in accordance with its purpose.

The Client shall be entitled to create copies of the program to the extent these are required to ensure the future use of the program or for the purposes of a data back-up and archiving in accordance with the operational requirements of the Client. The Client is obliged to notify the Provider upon request about the number, storage medium and storage location of the copies prepared.

This is without prejudice to the Client's authority under the requirements of Section 69d (1) of the German Copyright Act to copy the program code. Other copying is not permitted.

##### **4. Re-engineering of the Program, Decompilation**

(1) The Client may not undertake any re-engineering work on the program.

(2) The Client is also not permitted to commission a third party to undertake the measures in Paragraph 1.

(3) The decompilation of the program is also only permitted if the requirements and conditions specified in Section 69e (1) of the German Copyright Act are met. The product is a medical device with a corresponding CE mark. If amendments are made the program loses its status as a medical device and the functionality within the meaning of the German Medical Devices Act can no longer be guaranteed.

(4) Software markings, in particular copyright notices, labels, serial numbers or similar may not be removed, altered or obliterated.

##### **5. Transfer of the Software to Third Parties**

Without the consent of the Provider the Client is not entitled to transfer the Software to third parties, in particular to sell or lease it. Use by the Client's employees other than for their own purposes or similarly by others whom the Client is entitled to direct is permitted under the auspices of the use of the Software for its intended purpose.

#### **V. The Client's Duties to give Notice and Duties of Care**

(1) The Client is obliged to report defects in the Software to the Provider promptly and in writing. In so doing, it shall take account of the

Provider's recommendations in relation to problem analysis in the context of what can be reasonably expected of it, and shall pass on to the Provider all information available to it that is necessary for the removal of the defect.

(2) The Client must notify the Provider of any replacement of the computer on which the program is installed.

(3) The Client must take appropriate precautions to protect the Software against unauthorised access by third parties. It shall keep the original data carrier and the data carrier with the copies created by it in accordance with the contract, as well as the documentation, in a secure place. It shall advise its employees, and the other persons authorised under Clause 7(2) to use the Software other than for their own purposes, that the preparation of copies outside the scope of the contract is not permitted.

## VI. Data Back-up

The Client undertakes itself to ensure that its user data is backed up. The Provider has no direct access to the Client's user data and hence cannot carry out any back-up of this data. In case of maintenance being carried out on the Client's system remotely, the Client undertakes to carry out a back-up immediately before access is granted.

## VII. Client's Rights in case of Defects

(1) The Provider is obliged to remove defects in the Software transferred, including in the documentation.

(2) The removal of defects is achieved at the option of the Provider either through making good the Software free-of-charge or by delivering replacement Software.

(3) Termination by the Client under Section 543(2) Sentence 1 No. 1 of the German Civil Code for failure to permit the use of the Software in accordance with the contract is not permitted until sufficient opportunity has been provided for the removal of defects and this has been unsuccessful. Failure to remove defects should not be assumed until it is impossible, the Provider refuses to do so or their removal is unreasonably delayed, if there is legitimate doubt regarding the prospects of

success or if this is unreasonable for the Client for other reasons.

(4) The rights of the Client due to defects are excluded to the extent the latter makes changes to the subject matter of the contract, or has such changes to be made, without the consent of the Provider unless the Client gives evidence that the changes have no unreasonable effect for the Provider on the analysis and removal of defects. This is without prejudice to the Client's rights due to defects provided the Client is entitled to make changes, in particular in the context of exercising the right of to remove defects itself under Section 536a (2) of the German Civil Code, and this is properly implemented and reasonably documented.

## VIII. Limitations on Liability

(1) The Provider is in each case liable without limitation under the statutory provisions for damage

(a) due to loss of life, personal injury or damage to health due to a deliberate or negligent breach of duty or otherwise to the deliberate or negligent behaviour of the Provider or one of its legal representatives or agents;

(b) due to the absence or omission of a guaranteed feature;

(c) due to a deliberate or grossly negligent breach of duty or otherwise to the deliberate or grossly negligent behaviour of the Provider or one of its legal representatives or agents.

(2) The Provider has liability limited to reimbursement of foreseeable damage typical of the contract for such damage as is due to a slightly negligent breach of material obligations by the Provider or one of its legal representatives or agents. Material obligations are obligations without the fulfilment of which the proper implementation of the contract would be impossible and on compliance with which the Client may rely.

(3) The Provider's liability for other cases of slightly negligent behaviour is limited to six times' the monthly rent per tort.

(4) The Provider's strict liability under Section 536a(1) 1.(alternative) of the German Civil Code for defects that already exist when the contract is entered into is excluded.

(5) The Provider is liable only for data loss caused by it which has arisen despite compliance by the Client with the provisions under IV.

(6) The above provisions shall apply as appropriate also to the Provider's liability in regard to the reimbursement of wasted expenditure.

(7) Where the Client makes changes to the program in breach of contract (Clause IV 4 of these terms), the Provider accepts no liability for the damage arising unless it can be shown that the damage would have arisen even without the changes by the Client.

(8) This is without prejudice to liability under other provisions of particular statutes.

## **IX. Return**

(1) Upon the termination of the contractual relationship the Client must return the program to the Provider on the original data carrier including the manuals and documentation. Where relevant, any copies created of the program transferred by the Provider must be deleted completely and finally.

(2) Instead of having the Software returned, the Provider may also request the deletion of the transferred program as well as the destruction of the manual and documentation transferred.

(3) No use of the Software is permitted after termination of the contractual relationship.

## **X. Miscellaneous**

(1) Amendments or supplements to this contract, the assurance of particular features and guarantees shall only be valid if in writing.

(2) Should a provision of this contract be or become invalid wholly or in part or the contract contain a lacuna, then this shall be without prejudice to the legal effect of the remaining provisions of the contract.

(3) The courts of Munich shall have jurisdiction.

## **XI. Duty to provide information**

As a medical device manufacturer, we are required to inform you about potential risks or

defects. We will send this information to you by mail or email.

This is part of the terms of use for the SEGO<sup>®</sup> product family.

From time to time, we may send users further information about the SEGO<sup>®</sup> product family, such as hardware components intended for the medical device. In addition, we will inform you about current service instructions, current hygiene guidelines, hygiene training events, tips and tricks, and trade fair dates.

## **B. Service Card**

The following provisions apply to the Service Card services that the Client receives upon acquiring the SegoSoft software.

### **I. Subject of the Contract**

#### **1. Acquisition of Services and Support**

When the SegoSoft software is acquired the Provider is obliged not only to transfer the Software temporarily but also to provide maintenance for the same (provide a support service). Since the Software is, under the German Medical Devices Act, also an active Class IIb medical device, in order to ensure that the resulting documentation is legally flawless it is essential that it functions properly and is up-to-date. The maintenance services, updates, upgrades and removal of defects specified by the Provider must therefore be carried out and occur in accordance with the following provisions, unless otherwise specifically agreed in writing with the Client.

#### **2. Components**

Along with the temporary transfer of the Software the Provider shall in particular carry out the following services:

- a) Upgrades to the next product version (support service)
- b) Updates within the current product version (support service)
- c) Online and Helpdesk Support

#### **3. Terms of Reference**

With the required maintenance services the Provider shall ensure the proper use of the Software and in addition provide the Client

with support services (by telephone and online). In this regard the Provider reserves the right, in case of irregular, unreasonable, abusive or fraudulent use, to limit or curtail the telephone consulting time by helpdesk employees as well as Client support services.

On-site support (at the Client's premises) is only provided if this is absolutely necessary for the purpose of the Software's use for its proper purpose or where the Client so wishes. Support in this regard shall be separately agreed and is to be remunerated separately.

## **II. Term**

Service and support are an integral part of the Software rental contract and are accordingly provided during the term of the contract. No separate notice of termination or extension is required.

## **III. Product Life Cycle and Updating Obligation through the Clients**

The Provider guarantees functionality (services) and support only for the current program versions. The availability and support for older versions will be discontinued at regular intervals. Any further use of the Software that is not in the current version is no longer possible for security reasons. Throughout the term of the contract the Client has a right to the current program version at the time and simultaneously undertakes always to install this.

## **IV. Reaction Time**

Comcotec Customer Support shall endeavour as far as is commercially reasonable to call the Client back within four telephone support hours of receipt of the query.

Telephone support is available Monday to Friday from 9am to 5pm.

## **V. Restrictions**

The Provider shall provide the support services exclusively on Software installed on computers that operate with and according to the software or hardware specifications recommended by the Provider.

## **VI. Service and Support**

The Provider and the Client are in a contractual relationship concerning the maintenance and servicing of the Software. The subject matter of the contract is service and support only, not including data processing. The Provider is not a processor within the meaning of Art. 28 GDPR because the subject matter of the contract is not the handling of datasets containing personal data, but solely service and support. The Provider shall organise the maintenance and servicing in such a way as to ensure that the data are appropriately protected to meet the Client's responsibilities set down in Art. 24 GDPR.

## **VII. Data Secrecy**

Comcotec Messtechnik GmbH assures that it has familiarised the employees involved in the performance of the work with the relevant provisions of data protection and that they have been bound to secrecy pursuant to Art. 5 (1) f 28 (3) b) GDPR.