

## **General terms of business mySego.net**

### **A. Platform mySego.net**

The following provisions apply to the purchase and use of the mySego® service (hereinafter referred to as "mySego®").

mySego® is an application that essentially takes data from (medical) devices (e.g. cleaning and disinfection devices) and presents the data in a user-readable format in a browser for the purposes of application documentation. The application is used to prevent diseases and infections by monitoring and supporting the reprocessing process of invasive and non-invasive medical devices. The software is classified as an active Class IIb medical device.

### **I. Subject of the contract**

#### **1. Use of the mySego.net service**

To use our service ('mySego®') you need a mySego account. You can create your mySego® account yourself. A mySego® account can also be created for you by an administrator, such as your employer or an educational institution, and assigned to you. If this is the case, different or additional terms may apply and your administrator may be able to access or deactivate your account.

#### **2. Maintenance and support services with mySego.pass**

Use of the service is only possible with the purchase of mySego.pass.

#### **3. Scope of services**

The current version of the application is made available to our customers as a service on mySego.net. The documentation for the application (instructions for use in PDF format) is available within the mySego service. The entire functional scope of the programme, the hardware and software conditions of use and the contents of the mySego.Pass are set out in the instructions for use and the terms and conditions of the mySego.Pass (Section B).

### **II. Commissioning and configuration**

Commissioning is carried out by trained service partners. Before commissioning, your service technician will inform you about the system requirements and the required hardware components and customer data (email for each user, IP address, etc.).

### **III. Remuneration and contract term**

#### **1. Settlement and amount**

The fee for the use of the service is payable for one year and is calculated according to the use of the hardware components. The fee is paid for the provision and use of the service itself, for its maintenance and repair and for the services in the form of the mySego.Pass.

#### **2. Term of the Contract**

The term of the contract is initially one year and is automatically extended by one year if the contract is not cancelled in writing by either party at least four weeks before the end of the annual term. The right to extraordinary cancellation in accordance with statutory provisions remains unaffected.

#### **3. Price Increases**

The Provider is entitled to increase the agreed fee for the first time after the expiry of twelve months after the conclusion of the contract. The customer will be informed of this by means of a notification in electronic form or by stating the current prices on the company website. The customer has the right to terminate the contractual relationship within a period of six weeks after receipt of the announcement of a fee increase.

### **IV. Rights of use to the service**

The provider grants the customer the simple, non-transferable and time-limited right to use the service and the other components for the intended contractual purpose in accordance with the following provisions:

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

The customer is authorised to use the service within the individually agreed scope. The use is made in relation to the configured devices that are to be recorded. Use of the service for more

than the agreed number of devices is not permitted unless the provider expressly agrees to this. The provider may make its consent dependent on the payment of an additional reasonable fee.

## **2. Replacement of Devices**

If the use of the device is temporarily not possible or only possible to a limited extent, in particular due to malfunctions or repair or maintenance work, the customer is entitled to integrate a new device via mySego®, provided it can be recorded with mySego®, and to configure it on the mySego® platform via the service technician.

## **3. Modification or extension of the web interface**

- (1) The customer may not make any changes to the web interface.
- (2) The customer may not commission third parties to carry out measures in accordance with paragraph 1.
- (3) The modification or extension of the web interface is not permitted even if the requirements and conditions set out in Section 69 e paragraph 1 of the Copyright Act are met.
- (4) Markings on the web interface, in particular copyright notices, trademarks, serial numbers or similar, may not be removed, changed or made unrecognizable.

## **4. Transfer of the mySego® service to Third Parties**

The customer is not authorised to transfer the service to third parties, in particular to sell or rent it, without the permission of the provider. Dependent use by the client's employees or other third parties subject to the client's right to issue instructions within the scope of intended use is permitted.

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

- (1) The customer is obliged to notify the provider immediately in writing of any defects in the service. In doing so, the customer shall take into account the provider's instructions for analysing the problem to the extent reasonable and shall forward to the provider

all information available to it that is necessary for rectifying the defect.

- (2) The customer must take suitable precautions to protect the access data from unauthorised access by third parties. Keep your password confidential to protect your mySego® account. You are responsible for the activities that take place in your mySego® account or via this account. Do not reuse the password for your mySego® account in third-party applications. If you notice any unauthorised use of your password or your account, please report this to SegoS®Service immediately.

## **VI. Client's Rights in case of Defects**

- (1) The provider is obliged to rectify defects in the application, including the documentation.
- (2) Defects shall be remedied at the provider's discretion by rectification free of charge.
- (3) Cancellation by the customer in accordance with § 543 para. 2 sentence 1 no. 1 BGB (German Civil Code) due to failure to grant use in accordance with the contract is only permissible if the provider has been given sufficient opportunity to rectify the defect and this has failed. Failure to remedy the defect shall only be assumed if it is impossible, if the provider refuses or unreasonably delays it, if there are reasonable doubts as to the prospects of success or if it is unreasonable for the customer for other reasons.
- (4) The customer's rights due to defects shall be excluded if the customer makes or has made changes to the subject matter of the contract without the provider's consent, unless the customer proves that the changes have no unreasonable impact on the provider in terms of analysing and remedying the defects. The customer's rights due to defects shall remain unaffected insofar as the customer is authorised to make changes, in particular within the scope of exercising the right of self-remedy in accordance with §536a para. 2 BGB entitled, and these have been carried out professionally and documented in a comprehensible manner.

**VII. Limitations on Liability**

- (1) The provider shall be liable without limitation within the scope of the statutory provisions for damages
- (a) arising from injury to life, body or health, which are based on an intentional or negligent breach of duty or otherwise on intentional or negligent behaviour of the provider or one of its legal representatives or vicarious agents;
- (b) due to the absence or cancellation of a warranted characteristic;
- (c) which are based on an intentional or grossly negligent breach of duty or otherwise on intentional or grossly negligent behaviour on the part of the provider or one of its legal representatives or vicarious agents.
- (2) The provider shall be liable, limited to compensation for foreseeable damages typical for the contract, for such damages that are based on a slightly negligent breach of material obligations by the provider or one of its legal representatives or vicarious agents. Essential obligations are obligations whose fulfilment is essential for the proper execution of the contract and on whose compliance the customer 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 in accordance with §536a para. 1, 1st alternative BGB (German Civil Code) for defects that already existed at the time the contract was concluded is excluded.
- (5) The Provider shall only be liable for data loss caused by the Provider which has occurred despite compliance with the provisions under IV. by the Customer.
- (6) The above provisions shall also apply mutatis mutandis to the liability of the Provider with regard to the reimbursement of futile expenses.
- (7) If the customer makes changes to the web interface in breach of the contract (IV. 3. Modification of these terms and conditions), the provider shall not be liable for any resulting damage unless the damage would have demonstrably occurred even without the changes made by the customer.
- (8) Further limitations of liability can be found in the Terms of Use of mySego®.

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- (9) Liability under other special statutory provisions remains unaffected.

**VIII. Return**

- (1) Upon termination of the contractual relationship, access to mySego.net shall be blocked.
- (2) Any use of the service after termination of the contractual relationship is not permitted.

**IX. Miscellaneous agreements**

- 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.

**X. Duty to provide information**

As a manufacturer, we are required to inform you about potential risks or defects. We will send this information to you by mail or email.

**B. mySego.Pass**

The following provisions apply to the services of the mySego.pass, which the customer obtains from the provider when purchasing the service.

**I. Subject of the Contract****1. Acquisition of Services and Support**

By using the mySego® platform, the provider owes the specified maintenance services, such as updates, upgrades and bug fixes. These are to be carried out in accordance with the following provisions.

**2. Components**

The provider of the mySego® service provides the following services in particular:

- a) the continuous improvement and updating of the service
- b) Provision of the necessary cloud storage
- c) Online- and Helpdesk Support

**3. Scope of services**

The Provider shall ensure proper utilisation with the necessary maintenance services and shall also provide support services (by telephone and online) for the Customer. The Provider reserves the right to limit the telephone consultation time of a support employee and to restrict or discontinue customer support in the event of irregular, inappropriate, abusive or fraudulent use. Onsite support (at the customer's premises) is only provided if it is absolutely necessary for the intended use or at the customer's request. Support in this respect shall be agreed separately and shall be remunerated separately.

**II. Term of the service**

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. Reaction Time**

Comcotec customer support (Sego®Service) shall endeavour to a commercially reasonable extent to call the customer back within four hours during service hours after receipt of the enquiry. Telephone support is available from Monday to Friday between 9.00 am and 5.00 pm.

**IV. Data Secrecy**

Comcotec Messtechnik GmbH guarantees that the employees involved in carrying out the work are familiar with the data protection provisions applicable to them and that they have been obliged to maintain confidentiality in accordance with Art. 5 (1) (f) 28 (3) (b) GDPR.