

# General Terms of Business for the Support Services

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. Data protection agreement in compliance with GDPR for the maintenance and servicing of SegoSoft

The parties are in a contractual relationship concerning the maintenance and servicing of SegoSoft.

This agreement is entered into as a complementary regulation to ensure compliance with the provisions of the German Federal Data Protection Act (Bundesdatenschutzgesetz, BDSG), particularly Article 11

BDSG ("contract data processing"). The parties are aware that the General Data Protection Regulation (GDPR, EU Regulation 2016/679) enters into force on 25 May 2018, and the contract data processing provisions must then generally comply with Article 28 GDPR.

### **1. General information**

The Provider performs maintenance and/or service activities on the Client's SegoSoft on behalf of the Client. In this context, it is possible for the Provider to receive access to or gain knowledge of personal data or process personal data in order to conduct or be able to perform the maintenance and servicing of IT systems. No processing of special categories of personal data that would require declaration takes place at Comcotec. No patient data are processed. Even though supporters could theoretically view and gain knowledge of the medical data of a practice.

### **2. Duration and termination of the contract**

(1) The Provider performs services (maintenance and/or servicing of IT systems) for the Client. In this regard, the parties have a contractual relationship (Terms and Conditions), which is based either on contractual agreements, general terms of business, or legal provisions (e.g., MPG, the German Medical Devices Act). This agreement takes effect with both parties entering into the service card agreement and shall be valid for the duration of use of SegoSoft.

(2) Each party's extraordinary right to termination (see contract term in Terms and Conditions) shall remain unaffected.

### **3. Subject matter of the contract**

The Client's order placed with the Provider comprises the following work and/or services:

- Error analysis and troubleshooting - in most cases via remote access - as well as configuration and support of the Client's system in case of acute problems
- SEGO product family consisting of software and the associated hardware:
- Hardware and software installation and maintenance
  - Application configuration
  - Review of the documenting process data of the devices to be documented

- Operator's address in accordance with the German Medical Devices Act
- Viewing of user data
- User name, first name and surname, email
- User administration and rights management
- Updates and upgrades within the current product version
- Online and help desk support

It cannot be excluded that the Provider may have access to the following data or data types:

- Process data of the devices to be documented
- Data of those running the practice or company and their subcontractors, such as external IT technicians
- User data (employee names)
- For SegoAssing plus patient data (name, address, postal code, city, date of birth)

### **4. Client's rights and duties**

(1) The Client has the right at any time to give the Provider supplementary instructions about the type of, scope of, and procedure used for the maintenance and servicing of IT systems. Instructions may be issued

- a) in writing
- b) by fax
- c) by email
- d) orally

(2) This shall not affect any provisions about any remuneration of additional costs arising from the supplementary instructions given to the Provider by the Client.

(3) The Client shall notify the Provider immediately upon noticing errors or irregularities associated with the maintenance and servicing by the Provider.

### **5. General duties of the Provider**

(1) The Provider shall organise the Provider's company and operating procedures in such a way that the data to which the Provider receives access as part of the maintenance/servicing activities are protected from unauthorised access by third parties.

(2) The Provider shall immediately notify the Client if in the Provider's opinion, a Client instruction violates the law. The Provider is entitled to suspend the execution of the

respective instruction until it is confirmed or amended by the Client.

(3) The Provider is obligated to notify the Client of any violation of data protection provisions, contractual arrangements, and/or instructions issued by the Client that occurred during data processing by the Provider or by other individuals occupied with the processing.

(4) If the Provider establishes that or if facts substantiate the assumption that special types or special categories of personal data within the meaning of Article 3 (9) BDSG or Article 9 GDPR or personal data that are subject to professional secrecy, personal data that relate to criminal or administrative offences or the suspicion of criminal or administrative offences, or personal data related to bank or credit card accounts have been unlawfully transmitted or otherwise unlawfully disclosed to third parties, the Provider shall immediately and fully inform the Client about the time, type, and scope of the incident(s) in writing or in text form (fax/email). This notification must include an explanation of the type of unlawful disclosure. The notification shall additionally include a discussion of potential adverse effects of the unlawful disclosure. Further, the Provider shall immediately disclose any measures taken by the Provider to prevent the future unlawful transmission or disclosure to third parties.

Please note that Comcotec does not have access to any of the data listed in (4) for maintenance purposes and that this does not represent part of our maintenance tasks. Before the remote maintenance is conducted, the Client is responsible for ensuring that Comcotec has no access to such data.

## **6. Auditing rights**

(1) The Client is entitled to verify compliance with provisions of data protection law and/or compliance with the contractual provisions agreed by the parties and/or the Provider's compliance with Client's instructions at any time to the extent required.

(2) The Provider is obligated to provide information to the Client to the extent that this is required to conduct the audit within the meaning of (1).

(3) In case of measures taken by the supervisory authority vis-a-vis the Client

within the meaning of Article 38 BDSG or, as from 25 May 2018, within the meaning of Article 58 GDPR in conjunction with Article 40 BDSG (new), particularly as regards duties to inform and audit, the Provider shall provide the required information to the Client.

## **7. Remote maintenance**

(1) If the Provider performs remote maintenance and/or servicing of SegoSoft, the Client shall monitor the Provider's work. The Client shall observe the remote maintenance process on a monitor or similar device.

(2) If the Client is subject to professional secrecy provisions within the meaning of Article 203 StGB (German Criminal Code), it must ensure that remote maintenance cannot result in unauthorised disclosure as defined by Article 203 StGB. The client must inform Comcotec that the Client's employee controls the remote maintenance as instructed by Comcotec. This gives the Client the option to stop the remote maintenance work at any time. This type of support is agreed separately and must be reimbursed separately.

## **8. Subcontractors**

(1) Comcotec shall not hire any subcontractors. Subcontractors shall be commissioned exclusively by the Client.

## **9. Data secrecy**

(1) In the processing of data for the Client, the Provider is obligated to maintain data secrecy within the meaning of Article 5 BDSG or maintain confidentiality as from 25 May 2018. The Client shall notify the Provider of any special confidentiality rules.

(2) The Provider assures that it is familiar with the relevant data protection provisions applicable to the SEGO product family and it is familiar with their application. The Provider further assures that its employees performing the activities will be familiarised with the provisions applicable to them and that they have been bound to comply with confidentiality within the meaning of Article 5 BDSG. Starting 25 May 2018, the Provider shall instead bind the individuals listed in clause 2 to confidentiality obligations in a manner satisfying Article 28 (3)(b).

**10. Safeguarding of the rights of data subjects**

Last amended: 18 May 2018

The Client is solely responsible for safeguarding the rights of data subjects.

**11. Technical and organisational measures for data security**

(1) The Provider commits vis-a-vis the Client to complying with the technical and organisational measures required for compliance with the applicable data protection provisions.

**12. Termination**

(1) The data we process are deleted in accordance with Articles 17 and 18 GDPR or their processing is restricted. Unless explicitly stated otherwise in this data protection declaration, the data saved at our facilities are deleted as soon as they are no longer required for their intended purpose, provided there is no legal obligation to retain them. In the event that the data are not deleted because they are required for other, legally permissible purposes, their processing will be restricted. This means that the data will be blocked and not processed for other purposes. This applies, for instance, to data that must be retained on the basis of the German Medical Devices Act (MPG) or for purposes of commercial or tax law.

**13. Final provisions**

(1) Should individual provisions of this contract be invalid, this will not affect the validity of the remaining provisions of this contract.

**Data security measure in accordance with Article 32 GDPR**

The Client shall ensure security in accordance with Article 28(3)(c), 32 GDPR, particularly in conjunction with Article 5 (1), (2) GDPR. Overall, the measures to be taken are to ensure data secrecy and a risk-appropriate protection level in terms of privacy, integrity, availability, and resilience of the systems. The state of the art, the implementation costs, and the type, scope, and purposes of the processing as well as the various likelihoods of occurrence and severity of the risks posed to the rights and freedoms of natural persons within the meaning of Article 32 (1) GDPR must be taken into account.