

1. Scope of application

Note: This General License and Services Agreement applies exclusively to the customers of ifa systems AG.

In connection with the license agreement to be signed for the individual product, these general agreements conclusively govern software maintenance services from ifa systems AG (hereinafter referred to as the “**Contractor**”) to be provided by the Contractor to the customer (“**Customer**”). They likewise apply to all future business relationships, even if they are not expressly agreed again.

One-off and monthly payments are an integral part of the contract for the delivery or use of software. Both components are included within the scope of the contract and the contract confirmation. The monthly payments include runtime licenses (“RTL”), software maintenance services, updates and services.

All other supplies of goods and services are governed by our Standard Business Terms.

Insofar as services are provided within the framework of the runtime licenses that go beyond the services defined in these terms and conditions and in the respective license agreement, they are provided as a gesture of goodwill and this does not give rise to a claim on the part of the Customer that such a service will also be provided at a later point in time within the framework of this agreement.

2. Pricing policies

- 2.1. The base prices are determined using the current price list for new and extended sales of software modules.
- 2.2. The prices for the monthly licenses are adjusted every 2 years based current cost trends.

3. Prerequisite for performance

Performance by the Contractor is only possible if the Customer operates the program to be maintained in the hardware and software environment specified by the Contractor. The hardware and software environment that must be provided for the software to be maintained to function properly can be found in the then-applicable “hardware requirements”, a copy of which may be requested from ifa systems AG.

4. Provision of new versions of the software (updates)

The Contractor shall provide the Customer with a new version of the software subject to release by the Contractor. The term “version” includes service packs / updates / releases and versions. This does not include the supply of new software upgrades.

The designation of the respective versions as service packs / updates / releases and versions is done by the Contractor.

The Customer must install new versions of the software properly and correctly.

The latest version of the software is subject to maintenance and servicing.

Earlier software versions will be supported for a maximum period of three months from the availability of the latest software version via the quarterly update. If acceptance of the latest version is unreasonable for the Customer, in particular due to associated conversion costs, it may demand that the version in use by it be maintained until the Contractor offers a further version, but for a maximum of six months. In all other cases, the Customer has no right to have the Contractor concurrently maintain an older version and the latest version for the Customer.

The Contractor shall provide up-to-date documentation for a new version of the software covered by this License and Services Agreement to the extent that this is absolutely necessary for the installation and operability of the software.

New versions of the software will be made available exclusively in the form of object code. There is no obligation to provide the source code.

After installation of the new version of the software, the Customer is obliged to cease use of the prior version.

5. Upgrades

The scope of services provided for in this agreement does not extend to upgrades or their support and maintenance. Upgrades are new, enhanced versions of the software.

Upgrades include significant functional improvements. In light of the significant changes, an upgrade is a standalone new product compared to the prior version. If maintenance of the prior version has to be discontinued for technical reasons, the Contractor shall inform the Customer accordingly on a timely basis and terminate the contract for the previous version.

6. Support and services

The following services are included within the scope of the maintenance contract:

- Telephone support connected with the use of the software in the daily operation of a medical practice.
- Support services to help with program errors and program malfunctions. Without limitation, a program error or malfunction within the meaning of this agreement does not include cases in which use of the program is only impaired to a minor degree or was caused by non-compliance with the duties to cooperate or the operating specifications.
- The Contractor will analyze malfunctions reported for the software.
- The Contractor will advise the Customer with regard to the resolution and/or work-arounds for any faults discovered.
- The provision of necessary work-arounds to the extent they are economically feasible for the Contractor. A work-around solution is a solution that the Contractor provides in order to fulfill the contractually guaranteed performance obligations in a meaningful and appropriate manner, e.g. if the provision of the next update would be unreasonably late for the Customer.
- Receipt and documentation of inquiries from the Customer.
- Notifications to the Customer about the status of inquiries.

7. Services not included in the License and Services Agreement

Only the services defined in the respective agreement and in this General RTL Agreement are covered by contract. All additional services are to be compensated separately, in particular:

- Conducting training or instruction sessions related to the software.
- Installation of the software provided or parts thereof.
- Adaptations and configurations beyond what is necessary for daily use.
- On-site services on the Customer's premises.
- Services performed outside the service hours at the request of the Customer.
- Services that become necessary due to the failure to comply with obligations to cooperate or with guidelines of the Contractor.
- Services that become necessary due to a force majeure event or other circumstances for which the Contractor is not responsible.
- Programming services.

8. Providing support services

- 8.1. The selection of support services (support measures) is made by the Contractor in the exercise of its reasonable discretion.
- 8.2. Without limitation, support measures may be provided via remote access (e.g. TeamViewer), telephone support or instructions, e-mail or by making new versions of the software available. Remote access is provided according to the terms of the contract data processing agreement within the meaning of the GDPR. If desired by the Customer, this agreement may be concluded separately between the Customer and the Contractor.
- 8.3. The Customer must comply with the specifications provided by the Contractor and, in particular, install the software provided, unless this would be unreasonable for the Customer.
- 8.4. Support services may be used during the Contractor's service hours. Authorized users are required to state their name and the associated practice.
- 8.5. The Contractor is entitled to use third parties for the provision of support services. The Contractor shall perform contract orders in accordance with the principles of proper professional practice, taking into account the state of the art.

9. User support and service hours

Users can contact qualified support specialists by phone, fax or e-mail between 7:00AM and 6:00PM. Additional hotline services are available at the end of the quarter and on weekends as well as outside the specified business hours. An electronic information system is used to document the inquiries and their resolution, if necessary, in order to verify services that have been provided.

10. Duties of cooperation

- 10.1. The Customer shall assist the Contractor in the provision of contractual services to the necessary extent at its own responsibility and at its own expense. In this context, the Contractor may request the Customer to cooperate. Without limitation, the Customer shall fulfil the duties to

General Runtime License Agreement (RTL) General License and Services Agreement

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cooperate set out below, those described in the respective technical framework conditions and in the respective maintenance contracts.

- 10.2. In the event that the Contractor is to fulfil its contractual obligations on the Customer's premises, the Customer must grant the person or persons commissioned to carry out the work access to the computers on which the program to be maintained is stored and/or loaded during the Customer's normal practice hours, in particular Monday – Friday from 8:00AM-5.00PM.
- 10.3. The Customer shall provide remote access in compliance with the Contractor's specifications during service hours on its own responsibility and at its own expense. For this purpose, the Customer shall keep the technical equipment necessary for carrying out software maintenance, such as power supply, telephone connections and data transmission lines, ready for operation and shall make them available to an appropriate extent free of charge. If an on-site visit to the Customer has to be carried out because the Customer has not enabled remote access, a separate fee, including travel costs and travel times with expenses according to the price list, shall be charged accordingly.
- 10.4. When selecting the hardware and software environment, the Customer shall comply with the Contractor's specifications in the then-applicable "hardware requirements" a copy of which may be requested from ifa systems AG.
- 10.5. If errors or other defects are discovered, contained and reported, the Customer must observe the user documentation belonging to the program and any information provided by the Contractor. The Customer must provide the Contractor the data/files necessary for troubleshooting (including those from third-party programs that were not supplied by the Contractor). Personal data must be anonymized in such cases.
- 10.6. The Customer must regularly install the respective updates on schedule. Additional expenditures for software maintenance that becomes necessary because the respective updates were not installed will be charged to the Customer as an additional service based on a separate contract.
- 10.7. The Customer must ensure that persons entrusted with operating the program have sufficient program knowledge.
- 10.8. The Customer shall only procure and install error-correcting updates and new versions of existing software products, including network and operating system software, on the system in consultation with the Contractor. This also applies to the replacement of hardware components.
- 10.9 Failure to comply with the duties to cooperate can lead to considerable impairment of the software functionality and results. Contributory fault: Failure to comply with the duties to cooperate must be given due consideration when determining the Customer's contributory fault. The specification of the duties to cooperate described above does not relieve the doctor from his/her duty of care.

11 Liability for updates (warranty)

- 11.1. Within the scope of applicable laws and regulations, the Contractor guarantees that the version delivered pursuant to this agreement ("Update Service") does not contain material defects and/or defects of title.

- 11.2. If, during the term of the agreement, the Contractor is unable to cure a material defect and/or defect in title within a reasonable time, the Customer has the right to grant the Contractor a reasonable grace period to perform. If this grace period expires without results, the Customer may reduce maintenance fees.
Revocation of the contract is not permitted. This is without prejudice to additional legal rights of the Customer.
- 11.3. Any new versions of the software provided will be free of third-party industrial property rights that would exclude or significantly impair the contractual use of the software by the Customer. Provided that the Customer immediately informs the Contractor of the assertion of claims due to alleged infringements of industrial property rights, leaves exclusive legal defense to the Contractor and supports the Contractor to a reasonable extent in the defense of such claims, the Contractor shall indemnify the Customer against all such third-party claims and the associated costs for legal defense within the scope of its liability.
Should it be established in a legally valid manner that the services of the Contractor infringe the industrial property rights of third parties, the Contractor will either procure the necessary right of use with regard to the infringed rights at its own expense for the benefit of the Customer or it shall modify the services in such a way that they no longer infringe these industrial property rights, while continuing to comply with the contractual agreements.
- 11.4. Warranty claims based on deficient maintenance services lapse after one year.
- 11.5. Insofar as services provided by the Contractor do not fall within the scope of liability for material defects and/or defects in title and are also not covered by fixed-fee compensation, the Customer shall bear the costs including any travel costs and expenses incurred in accordance with the Contractor's price list valid at the time the service is provided.

12. Liability

- 12.1. Irrespective of the legal grounds, the Contractor shall be liable for damage that has not been sustained by the respective deliverable only in cases of
- intent;
 - gross negligence on the part of the proprietor, executive bodies or executive employees;
 - culpable injury of life, limb or health;
 - defects and other circumstances that it fraudulently concealed;
 - or in the case of defects the absence of which was guaranteed by the Contractor, or to the extent that the Contractor has given a quality guarantee or any other guarantee.
- 12.2. In the event of culpable breach of material contractual obligations, the Contractor shall be liable in the event of simple negligence on the part of executive employees, limited to the reasonably foreseeable damage typical to the contract.
- 12.3. The Contractor shall likewise be liable in the event of grossly negligent and culpable violations of material contractual obligations by non-executive employees.
- 12.4. In the case of a breach of a material contractual obligation due to simple negligence, the obligation to pay compensation is also limited to foreseeable damages typical to the contract.

- 12.5. In the cases referred to in Sections 11.2, 11.3 and 11.4, the Contractor's liability for each individual case of damage shall be limited to the amount of the maintenance fee for the product causing the damage, limited to twice the maintenance fee for such product for one year.
- 12.6. Further claims, in particular based on strict liability, are excluded.
- 12.7. This is without prejudice to liability under the Product Liability Act.

13. Limitations period

- 13.1. The limitations period for claims and rights related to defects (material defects and defect in title) – on whatever legal grounds – is one year.
- 13.2. The limitations period pursuant to Section 13.1. shall also apply to claims for damages, irrespective of their legal basis. This applies likewise if the respective claims are not connected with a defect.
- 13.3. The limitations periods referred to in Sections 12.1. and 12.2. apply subject to the following provisions:
- 13.3.1. The statute of limitations does not apply in the event of intent;
 - 13.3.2. The statute of limitations does not apply in the event of fraudulent concealment or in the event that a quality guarantee has been provided;
 - 13.3.3. The statute of limitations does not apply to claims for damages in the event of injury to life, limb, health or freedom, in the event of a grossly negligent breach of duty, culpable breach of material contractual obligations or claims under the Product Liability Act.
- 13.4. Where reference is made to compensation for damages, this likewise covers claims to the reimbursement of expenses.
- 13.5. The statutory provisions on the commencement of the limitations period, extension of the period, the tolling and the recommencement of limitations periods shall remain unaffected, unless otherwise provided in the above provisions.

14. Data protection

The Contractor may engage sufficiently qualified third parties to perform its tasks. In such cases, it will ensure compliance with a level of data protection that corresponds to that of the Contractor.

15. Confidentiality

The Contractor undertakes to maintain confidentiality and not to disclose any information which has come to its knowledge within the scope of this agreement for the Customer that is obviously confidential, is expressly marked as confidential or represents personal patient data.

Furthermore, the Contractor undertakes to comply with the applicable data protection laws and regulations.

The Contractor hereby undertakes to agree on a provision identical in content to this clause with all employees employed by it in connection with the execution of the contract.

The Contractor may log information on the Customer's computers in order to perform its tasks. These log files may neither be changed nor deleted by the Customer.

16. Assignment

The Customer may only assign rights under this agreement with the written consent of the Contractor.

17. Set-off

The Customer may only assert a right of set-off or right of retention in the event its counter-claim is undisputed or has been finally and conclusively established by a court of law.

18. Applicable law

The law of the Federal Republic of Germany shall apply exclusively.

19. Place of performance

The place of performance is Frechen.

20. Place of jurisdiction

If the Customer is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from this contract is Frechen. The same applies if Customer does not have any general place of jurisdiction in the Federal Republic of Germany or if the Customer's permanent residence or habitual residence is not known at the time the claim is filed. The Contractor remains entitled to bring or initiate legal action or other legal proceedings at the general place of jurisdiction of the Customer.

If the Customer is not a merchant, a legal entity under public law or a special fund under public law, the statutory rules regarding the place of jurisdiction shall apply.

21. Copyright other industrial property rights

Existing copyrights and other proprietary rights to the contractual software are not affected by this contract. Current arrangements, copyrights and other industrial property rights will continue to exist.

22. Severability

If any provisions of this agreement are or should become invalid in whole or in part, this shall not affect the validity of the remaining provisions hereof.