

General Terms and Conditions

of CRS medical GmbH

in connection with the use of the CRS medgate system for data transfer from medical devices

§ 1 Subject of the General Terms and Conditions

(1) These general terms and conditions govern the contractual relationship between CRS medical GmbH, Ringstraße 2, 35614 Aßlar (referred to hereinafter as "CRS") and the customer during use of the CRS medgate system by the customer, based on a corresponding service agreement.

(2) Divergent general terms and conditions of the customer shall not apply. This also applies in the event that CRS has not expressly rejected the general terms and conditions of the customer.

§ 2 Conclusion of the Agreement

This agreement is concluded on application by the customer (using an order form) and acceptance by CRS (by means of an order confirmation).

§ 3 Services of CRS

(1) The customer's participation in the CRS medgate system is governed in accordance with this agreement and based on the options selected by the customer as specified in the order form.

(2) The subject of the agreement is the transfer of data from medical devices by means of the CRS medgate system. As part of the CRS medgate system, data is sent directly from a medical device via integrated Bluetooth interface via a cell phone or a PC via UMTS, GPRS, WLAN or network connection to the CRS medgate system.

(3) In order to implement the agreement, CRS shall, if necessary, provide the customer with the hardware listed in the service description. The hardware remains the property of CRS. The customer may use the hardware only for the services set forth in this agreement.

(4) The various options available to the customer for data reception are detailed in the service description. The customer can select one or more of these options. Data is transferred exclusively by means of the receivers specified by the customer.

(5) If the customer has selected the additional SMS function, recipients can be informed via SMS that data is ready for evaluation. It is not possible to transmit ECG and vital data per SMS.

(6) All data is transmitted via a secure connection, so that, as a rule, it is not possible for third parties to access this information. As a rule, each transfer can be precisely identified.

§ 4 Availability of the CRS medgate System

(1) The CRS medgate system is a high-availability service. The CRS medgate system is operated using redundant server farms at various locations. The annual availability of the CRS-server is at least 99% on average. However, 100% availability cannot be guaranteed.

(2) CRS regularly carries out maintenance work on its servers and systems for safety and maintenance of the CRS medgate system and the interoperability of the services and data protection system. The maintenance work is usually carried out by CRS on only one of the servers, so that, as a rule, the availability of additional servers means that there is no disruption to the system. However, in this connection, CRS can in exceptional cases and taking account of the customer's needs as far as possible, restrict its services where this is justified by objective reasons. CRS shall if possible carry out maintenance work during low-use periods. In the event of a longer temporary or permanent stoppage or disruption to the contractually agreed services, CRS shall notify the customer immediately of the nature, the extent and expected duration of the disruption, insofar as this is possible.

(3) CRS would like to draw the customer's attention to the fact that restrictions or impairments to its services may arise that are beyond the control of CRS. These include, in particular:

- Actions by third parties, not acting on behalf of CRS
- Technical specifications of the Internet that cannot be altered
- Force majeure (e.g. war, strike, natural disasters, terrorist attacks)

The hardware and software used by the customer (e.g. the cell phone used by the customer) or technical infrastructure (e.g. GPRS-connection of the cell phone network used by the customer) may also affect the data transfer. Insofar as disruptions in these areas affect the data transfer, this does not release the customer from its obligation to pay the agreed user fee.

§ 5 Customer's Duty to Cooperate and Collaborate

(1) The parties undertake to work together efficiently in the interests of achieving the contractual purpose. The customer's responsibility for its staff, organization, as well as professional and technical responsibility are essential in this regard.

(2) The customer undertakes to create the conditions required for performance and successful cooperation, in particular:

- To have the requisite devices (e.g. a suitable cell phone) in ready-to-use condition
- To provide to CRS correct files, documentation and information required for the performance of contractual services, in particular concerning existing devices, computer programs and modules necessary for the services to be performed by CRS
- To provide all addresses, e-mail addresses and other information required for the performance of the contract correctly and in full and to notify CRS immediately of any changes

(3) The customer shall appoint at least one member of staff as a contact person for CRS and shall inform CRS as to how this contact person can be reached at short notice. CRS shall be notified immediately of any changes relating to the contact person.

(4) The customer shall diligently store the hardware provided to it by CRS and shall protect it against damage, abuse and loss.

(5) In the event of any disruption, the customer shall, to the extent possible, analyze the system components they have provided (cell phone, etc.) to ensure that the problem is not attributable to these components and shall report this to CRS accordingly.

(6) If the customer fails to fulfill its tasks pursuant to clauses 1-5, above, the obligations of CRS that cannot be performed without such actions on the part of the customer, or only with considerable additional effort on the part of CRS, shall be suspended. This does not affect the customer's obligation to pay the agreed user fee.

§ 6 Charges

(1) The customer undertakes to pay the user fee agreed in accordance with the service description for the provision of CRS services **for each medical device used for data transfer**. The prices stated in the service description do not include VAT at the applicable statutory rate. The following basic options are available:

- Flat rate: lump-sum monthly fee, irrespective of extent of use by the customer
- Basic charge and transfer charges: basic monthly charge plus a transfer charge for each individual data transfer
- Transfer charges only: transfer charge for each individual data transfer

(2) CRS shall invoice charges quarterly, plus VAT at the applicable statutory rate.

(3) Invoices are payable without deductions within 14 days of the invoice date.

(4) If the customer is in default of payment, the amount outstanding shall incur interest at eight percentage points above the applicable base interest rate. This is without prejudice to the assertion of any other rights.

(5) If the customer is in default of a payment obligation, CRS shall send the customer a written reminder and set a 14-day deadline for payment. CRS shall point out to the customer that in the event of continued failure to pay, CRS shall cease services under this agreement. CRS shall notify the customer immediately if services are ceased.

§ 7 Use of the CRS medgate System Overseas

In the event of the use of the CRS medgate system by the customer from overseas (outside the Federal Republic of Germany), the customer is solely responsible for the observance of the legal provisions in force there, which may differ from German law. This shall also apply if CRS is aware that the customer intends to use the services overseas.

§ 8 Liability, Damages (Disclaimer)

(1) Under this agreement CRS is liable only subject to the following provisions set forth in (a) to (e):

(a) CRS is liable without limitation for damages caused intentionally or as a result of gross negligence on the part of CRS, its legal representatives or executive staff and for damage intentionally caused by other agents; for gross negligence on the part of other agents, liability shall be governed by the provisions on negligence set forth below in (e).

(b) CRS is liable without limitation for personal injury and death caused intentionally or as a result of gross negligence on the part of CRS, its legal representatives or agents.

(c) CRS is liable for damages caused by the absence of guaranteed characteristics up to the amount covered by the purpose of the assurance and which was apparent to CRS at the time of the issue of the assurance.

(d) CRS is liable for damages relating to product liability in accordance with the provisions of the Product Liability Act.

(e) CRS is liable for damages resulting from the breach of material contractual obligations by CRS, its legal representatives or agents; material contractual obligations are the main obligations that form the basis of the agreement or an individual order, which were decisive to the conclusion of the agreement or submission of the individual order and the fulfillment of which the customer is entitled to expect. If CRS negligently breached these material obligations, its liability shall be limited to the amount foreseeable for CRS at the time of the respective service.

(2) Any further liability of CRS is excluded in principle.

§ 9 Data Processing and Data Protection

CRS collects, stores and processes the customer's data (and that of patients of the customer whose data is transferred pursuant to this agreement) solely in the course of and for the purpose of the performance of this agreement and within the scope of the statutory data protection provisions. The customer has sole responsibility for obtaining the consent of the patient, if necessary, or for deciding that patient information can be transferred without his/her consent, since it is only the customer that has direct contact with its patients and can assess the particular situation. On request by the customer, CRS shall immediately delete specific patient information.

§ 10 Non-disclosure Obligation

(1) The parties undertake to treat as confidential all information that becomes known to them in the course of the performance of this agreement and to use such information only for the contractually agreed purposes. Confidential information for the purposes of this provision means information, documents, details and data designated as such or which, by their very nature, are to be seen as confidential (e.g. patient information). CRS undertakes only to grant access to such confidential information of the customer to those employees directly involved in the performance of the services under this agreement.

(2) The rights and duties pursuant to clause 1 are not affected by the termination of the agreement. Both parties are required on termination of the agreement either to return or to destroy confidential information of the respective other party, unless this has been properly used or there is a statutory duty to retain this data.

§ 11 Term; Termination

(1) The agreement shall run for one year. Thereafter, it shall be extended for another year in each case unless it is terminated by either party observing the notice period of two months to the end of the respective contractual term.

(2) This is without prejudice to the right to terminate without notice for good cause.

(3) Termination must be made in writing; transmission per fax is sufficient.

§ 12 Final Provisions

(1) Amendments to this agreement (including the annexes hereto) must be made in writing. This also applies to the amendment of this written form requirement.

(2) The agreement is governed by the laws of the Federal Republic of Germany, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (11 April 1980).

(3) To the extent legally permissible, the parties agree that the registered seat of CRS shall be the exclusive legal venue for all disputes arising under and in connection with this agreement.