

End User License Agreement (EULA)

Terms and conditions for the licensing of rights of use between seca and the acquirer seca connect 103 licence

Important – please read carefully: this is a legal agreement between you and seca. Before continuing with the installation of the software, you must read, acknowledge and accept the following software license (“software licence”).

Preliminary remark

Customers with their principal place of business within the territory of the federal republic of Germany hereinafter are referred to (as the case may be) as “local customers” and customers having their principal place of business outside the territory of the federal republic of Germany hereinafter are referred to (as the case may be) as “foreign customers”.

Article 1 – License

1.1 You may install and use one copy of the seca connect 103 software (the „software“). You are granted a non-transferable and non-exclusive license for the use of the software developed by seca gmbh & co. kg, Hammer Steindamm 9-25, 22089 Hamburg, Germany (“seca”) according to the terms of this software license.

1.2 You acknowledge and accept that this software license grants no title or right of ownership or any intellectual property right to the software.

1.3 All copyrights, any other intellectual property rights to the software and any rights to the know-how are reserved to seca except for such components of the software which are subject to specific open source license terms and conditions that are published at:

https://www.seca.com/en_us/opensource.html

Any modifications of the software are prohibited except as allowed under the respective open source license which is referred to and accessible via the aforementioned URL.

In any event the software may only be used by you and shall not be reversely compiled, disassembled or otherwise reversely engineered.

1.4 You shall not alter or remove any copyright or other proprietary notice that appears on or in the software. If you are in breach of any of your obligations under this software license, seca reserves the right to claim its rights resulting from – inter alia – sections 69f., 97 of German copyright law (Urhebergesetz).

1.5 You hereby irrevocably agree to the use of log files by seca and further technical information for the purpose of a failure analysis by seca in order to improve the software and to evaluate the performance of the software, however, always provided that the information exploited are solely used in an anonymized manner. Your explicit consent shall be declared by way

of accepting / or declining the respective installation and configuration dialogue.

Article 2 – Warranties

seca shall supply the software to you in a condition free from defects in quality or defects in title. Defects affecting the suitability for use of the software to a minor extent only shall not be considered as defects for the purposes of this agreement. Functional impairment caused by the hardware and software environment made available by you, operator error, defective external data, computer network malfunction or any other reason belonging to your sphere of responsibility shall not be considered as defects for the purposes of this agreement.

Seca does not warrant the proper functioning of software that has been modified by you unless you demonstrate that the defect reported was not caused by such modification.

You shall take reasonable precautions in the event that the software fails to work correctly in part or in full. You shall test the software thoroughly in order to ensure it's suitable for the purpose intended by you before using it in operations. You shall also save your data in a manner consistent with the latest state of the art – you should do so after each work session in which you used the software. You shall ensure that your latest data in machine-readable form from the data stocks available can be reproduced with reasonable effort.

In the event of a loss of data, seca's liability shall be limited to the damage which would have occurred even with you performing data backup procedures. Warranty is only granted if the software is installed according to the system requirements described in the according product documentation.

The warranty does not cover seca software modified by you unless you can demonstrate that such changes are not responsible for the reported defect.

Warranty claims will be regarded as justified only in case of defects that are amenable to reproduction or verification.

For local customers, the following shall apply:

Precondition for any warranty claim of you is the full compliance with all requirements regarding inspection and objection established by sec. 377 HGB (German Commercial Code). You must report any defects immediately upon discovery and provide seca – as far

as possible – with information as to the nature and occurrence of the defect.

Seca shall eliminate any defects in quality by repair. Local customers shall be entitled to claim for repair or a new program unless seca is entitled by law to refuse such repair or replacement. The local customer shall grant to seca a reasonable period of grace for repair / replacement.

In the event of failure to repair or replace as aforesaid, the local customer shall be entitled to reduce his payment(s) or to cancel the agreement.

Warranty claims shall be time-barred after 12 months of the passage of risk.

In case of defects that are reports on the basis of this article 2 seca will at its sole and unfettered discretion repair or provide a replacement. In the event that seca cannot remedy the defect within an appropriate period of time, you may set a period of time for rectification of the defect and then reduce the price or withdraw from the contract if the appropriate legal requirements are fulfilled.

You may claim for damages insofar as allowed by law only within the limits specified in article 4 below. It is your sole responsibility that your hardware, system or its environment is suitable for installation of the software.

Seca is only liable for the amount paid for the software at the time of purchase, not for any further damages. For the rest any other liabilities in conjunction with the fulfilment and any other liability claims due to negligence are excluded from these terms and conditions.

For foreign customers, the following shall apply:

The software and other information are delivered to you „as is“ and with all faults.

Seca, its suppliers and certification authorities do not and cannot warrant the performance or results you may obtain by using the software, certificate authority services or other third-party offerings. Except to the extent any warranty, condition, representation, or term cannot or may not be excluded or limited by law applicable to you in your jurisdiction, seca and its suppliers and certification authorities make no warranties conditions, representations, or terms (express or implied whether by statute, common law, custom, usage or otherwise) as to any matter including without limitation noninfringement of third party rights, merchantability, integration, satisfactory quality, or fitness for any particular purpose. Howsoever caused, but this shall not imply or create any continued right to use the software after termination of this agreement.

Article 3 – Medical Device Directive

Please note when installing, launching and operating the software that there are applicable laws for medical products that must be taken into consideration. Except as expressly agreed by seca or its affiliates or a third party in a separate agreement, your use of the software is at your own risk under the warranty and liability limitations of articles 2 and 4.

Article 4 – Limitation of Liability

For local customers, the following shall apply:

seca shall pay damages or refund expenditure for whatever legal reason (including, but not limited to, failure to fulfil obligations, tortuous act) to the following extent only.

In case of wilful misconduct or gross negligence in the case of a guarantee concerning agreed properties: to the full amount.

In the case of slight negligence: To the amount of the typical or foreseeable damage to be prevented by the seca obligation to exercise due care.

Seca does not accept any liability for the loss of data or damages done to the systems due to the use of the software.

Seca shall have no responsibility if the software has been altered in any way, if the media has been damaged by accident, abuse or misapplication, or if the failure arises out of use of the software with other than a recommended hardware configuration.

To the extent to which liability is limited or excluded, this shall also apply to personal liability on the part of seca's employees, representatives or agents.

Notwithstanding the foregoing, statutory liability for personal injury and liability under the product liability act shall remain unaffected.

For foreign customers, the following shall apply:

In no event will seca, its representatives, employees or suppliers be liable to you for any damages, claims or costs whatsoever including any consequential, indirect, incidental damages, or any lost profits or lost savings, even if a seca representative has been advised of the possibility of such loss, damages, or claims. The foregoing limitations and exclusions apply to the extent permitted by applicable law in your jurisdiction.

Seca's aggregate liability and that of its suppliers and certification authorities under or in connection with this agreement shall be limited to the amount paid for the software, if any.

Nothing contained in this software license limits seca's liability to you in the event of death or personal injury

resulting from seca's negligence or for the tort of deceit (fraud).

(USA only) Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights that vary from state to state.

Article 5 – Export regulations / Taxation

5.1. You agree that the software will not be shipped, transferred, or exported into any country or used in any manner prohibited by the united states export administration act or any other export laws, restrictions, or regulations (collectively "export laws").

In addition, if the software is identified as export controlled items under the export laws, you represent and warrant that you are not a citizen, or otherwise located within, an embargoed nation (including without limitation Iran, Syria, Sudan, Cuba and North Korea) and that you are not otherwise prohibited under the export laws from receiving the software.

All rights to use the software are granted on condition that such rights are forfeited if you fail to comply with the terms of this software license.

5.2. You are responsible for the payment of any taxes or other duties which may apply in connection with this software license.

Article 6 – Miscellaneous provisions

6.1. This software license can only be changed by written addenda duly signed by both parties.

6.2. This software license is the whole and only software license between the parties concerning the software and supersedes all proposals and/or negotiations whether oral or written made between the parties related to this software license.

6.3. Should any provision of this software license be invalid or become invalid or should the software license contain any omission, then the legal effect of the other provisions shall not thereby be affected. Instead of the invalid provision a valid provision is deemed to have been agreed upon which comes closest to what the parties intended commercially; the same applies in the case of an omission.

6.4. This software license is with regard to its interpretation, construction, effect and enforceability of this software license subject (i) for local customers to the laws of Germany excluding its conflict of laws principles and excluding the United Nations Conventions on contracts for the international sale of goods. And for foreign customers to the laws of England and Wales excluding its conflict of laws principles and excluding the United Nations Convention on contracts of the international sale of goods.

Exclusive place of jurisdiction shall be for both Hamburg, Germany.

6.5. The software can only be used with the hardware and software expressly authorized in the product description. Seca is not responsible for the functionality of third-party hardware and software. seca is also not responsible for the software functioning without error if it is used with hardware or software components not included in the product description.