

Software Maintenance Contract

on the regular maintenance and provision of updates, as well as patches and corrections for seca software

between

seca gmbh & co. kg
Hammer Steindamm 3-25
22089 Hamburg
Germany

and

hereinafter "Customer"

hereinafter "seca"

The Customer and seca shall also be referred to individually as "Party" and collectively as "Parties".

Preamble

The Parties have concluded a contract for the purchase of seca equipment and seca software running on the seca devices (hereinafter referred to as the "Purchase Contract"). In addition to this Purchase Contract, the present contract for the provision of software maintenance services (hereinafter referred to as the "Software Maintenance Contract") shall be entered into and annexed to the Purchase Contract as an integral part thereof. On the basis of this Software Maintenance Contract, seca shall render certain maintenance services in connection with the seca software.

On this basis, the Parties have agreed as follows:

1. Object of the seca Software Maintenance Contract

The object of this seca Software Maintenance Contract is the maintenance of the software provided on the seca equipment supplied to the customer under the Purchase Contract. "seca Software" refers to all (i) standard software products and related documentation developed for or by seca or its affiliates; (ii) new versions (in particular releases, updates, patches, corrections) of this seca Software, and (iii) full or partial copies thereof. The prerequisite for accessing the seca maintenance shall be the completion of the license conditions for seca software by the Customer as well as this seca Software Maintenance Contract. Otherwise, the License Terms for seca software shall apply.

2. Scope of the seca Software Maintenance Contract

2.1 Included in the seca maintenance under this seca Software Maintenance Contract are (a) the transmission of software corrections (patches), (b) the transmission of new software versions (after further development or error correction) to the Customer with installation instructions, (c) royalty-free updates to a higher release status (update) and (d) royalty-free updates to a new version (upgrade). The Customer shall be entitled to rights of use to all services provided by seca within the framework of this Software Maintenance Contract, in particular any updates, upgrades, and new releases, in accordance with the respective applicable license terms.

For the performance of services which seca shall provide to the Customer, the Customer shall make the equipment and systems available for seca outside of security and control areas. Should this not be possible, the Customer will instruct the seca employees prior to them entering the security and control areas. The Customer shall not use software from other manufacturers which require adaptations to seca software within the scope of the seca maintenance (hereinafter referred to as "Third Party Software") when the license terms or usage rights provisions of the Third Party Software contains restrictions for the provision of seca maintenance, including, without limitation, the exclusion of processing rights.

2.2 seca maintenance will be provided year-round within the time from Monday through Friday during normal business hours with the exception of statutory bank holidays.

- 2.3 The Customer may contact seca via the service hotline for their country during the hours specified above and access up to sixty minutes per month of general questions and assistance to the licensed seca software. Electronic contact via e-mail or other means of remote communication is possible at any time, even outside of business hours.
- 2.4 Not included in the seca maintenance are (a) software modifications or development, (b) the installation and commissioning of new software releases, (c) rectification of failures caused by interference by the Customer or a third party or improper use of the system; (d) the rectification of malfunctions that are not based on a seca software error, (e) the integration or the connection of the seca software in or on existing Customer systems (e.g. GDT connection, HL7 connection) or (f) the handing over of the source code or parts thereof.
- 2.5 The correction of defects within the scope of the warranty for the seca software shall not be a part of this Software Maintenance Contract
- 2.6 The individual software releases shall be constantly developed and maintained by seca up to the respective termination of the support ("Discontinuation"). seca grants the Customer exclusively the rights to the software provided by seca maintenance which the Customer has received within the scope of the license conditions for the seca software.
- 2.7 seca shall not be liable for disruptions of the Customer's existing systems caused by the installation or operation of the seca software (for example, limited functionality of system programs caused by other programs).
- 2.8 seca is entitled to provide services through third parties and/or subcontractors if the third party or subcontractor is an affiliated company. For purposes of the paragraph, an "affiliated company" is any business entity controlling, controlled by, or under common control with seca.

seca coordinates the deployment and services from subcontractors independently and on its own authority and duly monitors their provision of services.

3. Remuneration

- 3.1 The Customer shall pay the remuneration as stated in the Purchase Contract for the seca connect 103 software maintenance (hereinafter: "Maintenance Fees"). The Maintenance Fees shall be calculated from the date that the Phase II payment is due and payable as provided in the Purchase Contract.
- 3.2 If the Customer increases the number of seca devices connected to the seca integration solution/software above that which is specified in the Purchase Contract, the Customer undertakes to inform seca immediately in writing, but at the latest within fourteen (14) days in the form of an updated inventory overview. All additionally connected seca devices shall automatically become part of the seca software Maintenance Contract.

If Customer fails to inform seca under this clause 3.2, the damages to seca will be difficult to ascertain. Therefore, as an estimate of such damages, Customer shall pay to seca as liquidated damages an amount equal to the remuneration owed as if such seca devices were connected as of the effective date of this agreement, plus annual simple interest at the maximum legal rate.

- 3.3 seca shall be entitled to adjust the annual remuneration for seca maintenance according to its current price list. seca shall inform the Customer in writing of a change in the remuneration at least two months in advance of the effective date of such change.
- 3.4 seca shall invoice in advance for the approaching calendar year. Should this Software Maintenance Contract be concluded during the year (not a full calendar year), the invoicing for the first year (conclusion of contract up to 31.12.) shall be done pro rata. Thereafter invoicing shall be done in advance per calendar year. In the case of termination of this Software Maintenance Contract during the year, seca shall reimburse the Customer the remuneration paid in advance for the last calendar year. Should this Software Maintenance Contract be terminated during the year (not a full calendar year), seca shall reimburse the Customer an amount equal to the monthly pro rata amount multiplied by the number of complete months left in the year. The invoice amounts shall be due immediately without deduction. Any recalculation of Maintenance Fees according to clause 3.3 above shall be immediately due from the date of invoicing (also during the year) without deduction.

- 3.5 Any subsequent invoicing for maintenance fees, according to clause 3.3 above, shall be immediately due from the date of invoicing (also during the year) without deduction. A separate reminder shall not be required. In the event of default, seca shall be entitled to suspend the provision of seca maintenance for the period of default.
- 3.6 Services provided by seca, which are not a part of seca maintenance, shall be remunerated to seca by the Customer in accordance with the currently valid price list, which the Customer can view at seca at any time.
- 3.7 For offsetting, the Customer shall only be entitled to claims that have been recognized by seca in writing or have been legally established.

4. Termination and Term

- 4.1 This Software Maintenance Contract shall be for an indefinite period.
- 4.2 seca may suspend maintenance or terminate the Contract without notice if:
- (a) the Customer is in arrears with the fulfilment of his payment obligations and, despite a reasonable deadline and reminder, does not fulfil his obligations,
 - (b) Interference with the software has been made by the Customer or by third parties or persons,
 - (c) the respective software product is transferred to another computer system (as far as this constitutes a violation of the License Contract provisions).
 - (d) the Customer has repeatedly refused to notify in writing within fourteen days, in the form of an updated inventory overview of the number of seca devices specified in the Purchase Contract, which are connected to the seca integration solution/software of a Customer.
- 4.3 The Customer may orderly terminate this Software Maintenance Contract with a notice period of 1 month to the end of the month. seca may orderly terminate this Software Maintenance Contract with a notice period of 6 months. In the event of a termination by the Customer, a pro-rata refund of the previously paid invoice amounts shall be made for the remaining months.
- 4.4 The right to extraordinary, immediate termination for cause remains unaffected for each Party.

5. Indemnification

Should claims be brought forward against seca by third parties for infringement of property rights due to maintenance work and the associated adaptation of third-party software in accordance with clause 2.1, the Customer shall indemnify and hold harmless seca from such claims upon first request and shall also reimburse seca the reasonable costs (including legal fees) of the legal defence.

6. Customer's Obligation to Cooperate/Remote access

- 6.1 The Customer shall support seca with the provision of seca services with appropriately qualified personnel, in particular with regard to compliance with the necessary operational safety regulations at the Customer's property.
- 6.2 Customer shall provide access to IT systems, facilities, and infrastructure needed for seca to perform under this Agreement. Furthermore, Customer shall provide all material reasonably necessary for access. Such material shall include, without limitation, safety gear. All access and material shall be furnished at no cost to seca. Customer shall be responsible for all expenses or delays from a breach of this clause 6.2.
- 6.3 Customer shall install all service releases and updates to seca software immediately after delivery in order to create and maintain the latest version of seca software. Such installation shall be performed by competent and product-trained staff of Customer.
- 6.4 The Customer shall be obliged to regularly, but at least daily, perform data backups according to specification of the manufacturer of the product, prior to the commencement of work on the Customer's IT systems by seca, the respective software or recognized principles of data processing. The Customer shall also be obliged to ensure state-of-the-art IT security of his/her IT systems.

- 6.5 The Customer shall appoint a contact person for all matters relating to the seca services under this Software Maintenance Contract. Should the contact person change, the Customer shall immediately inform seca of the name and contact details of the new contact person.
- 6.6 Should the seca services refer to a specific hardware or software configuration, the Customer shall inform seca about any changes to the configuration.
- 6.7 The Customer shall provide remote access, which shall allow seca to provide services via Internet access (for example, to check and change settings of the seca software and to carry out further error analysis and elimination measures). Customer shall be solely responsible for any limitation in the services, or any increase in the cost of services, if remote access is not available to seca.

The configuration of the seca software shall be carried out as mutually agreed to by seca and Customer. To ensure data privacy concerns, the parties shall conclude an Order Data Processing Agreement that shall be a prerequisite for remote maintenance.

The Customer shall ensure that no files containing personally identifiable or sensitive information are opened for the duration of Remote Support. For evidentiary reasons, the Customer shall reserve the right to record the remote support session. seca shall provide remote support based on state-of-the-art technology and take into account general industry and safety standards. The Customer shall, at his own expense, create the necessary technical conditions for remote support by seca. The Customer shall be responsible for making backups prior to a remote support session (the data protection obligations according to section 6.3 of this Software Maintenance Contract remain unaffected). A breach of the obligation to cooperate according to this clause 6.7 shall be the responsibility of the Customer and shall be considered as contributory negligence in case of any loss of data.)

The Customer further agrees that seca shall be entitled to conduct license surveys at its discretion at regular intervals, and in no case less frequently than annually. Should seca be granted remote access in accordance with this clause 6.7, the Customer hereby agrees that seca may carry out the license survey as part of a remote connection to the software at the Customer. Should no remote access be granted for the purpose of maintenance, seca shall be entitled to perform a license survey at the Customer's site with thirty days' advance written notice to Customer. The Customer shall provide seca with all necessary access (physical and technical) as well as necessary information to perform the license survey. Any costs incurred by the Customer as a result of the license survey shall be borne by the Customer.

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

This EULA applies to customers having their principal place of business outside the territory of the federal republic of Germany, hereinafter referred to as “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 by law.

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 for Defects in the Software

seca warrants that (i) to the best of seca’s knowledge and belief, the software is free from computer viruses and other malicious codes, and seca will not intentionally introduce any computer viruses or other malicious codes into the software; and (ii) the software does not infringe the copyright or trademark rights or any other intellectual property rights of any third party. seca shall apply best efforts to ensure (but makes no representation and gives no warranty or undertaking) that the operation of the software will be uninterrupted and free of any material defects. If you notify seca of any issue in the software in consequence of which it fails to conform to the warranty in sub-para (i) above or interruptions or defects of the software as per sub-para (ii) above are caused, seca will attempt to correct such issue and if corrections to the software in seca’s opinion would be commercially unreasonable or attempts to correct the software in seca’s opinion have failed, then seca shall terminate the relevant licenses and refund to customer the portion of prepaid license fees paid for such non-conforming software. EXCEPT AS PROVIDED IN THIS SECTION, THE SOFTWARE AND SUPPORT SERVICES ARE PROVIDED ON AN “AS AVAILABLE,” “AS IS” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SECA AND ITS SUPPLIERS AND VENDORS DISCLAIM ALL OTHER WARRANTIES

WITH RESPECT TO THE SOFTWARE AND SUPPORT SERVICES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, AND FITNESS FOR A PARTICULAR PURPOSE. SECA DOES NOT WARRANT THAT THE SOFTWARE WILL MEET CUSTOMER’S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SECA SHALL CREATE ANY ADDITIONAL SECA WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF SECA’S OBLIGATIONS HEREUNDER.

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

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SECA OR ITS SUPPLIERS AND VENDORS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES, WHICH SHALL INCLUDE, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY, LOST PROFITS, LOST DATA AND BUSINESS INTERRUPTION, ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE AND SUPPORT SERVICES, EVEN IF SECA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, THE MAXIMUM AGGREGATE LIABILITY OF SECA AND ITS SUPPLIERS AND VENDORS UNDER THIS AGREEMENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) SHALL BE LIMITED TO FEES PAID BY CUSTOMER FOR THE SOFTWARE GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO SUCH CLAIM.

No action, regardless of form, arising out of any of the transactions under this Agreement may be brought by Customer more than one (1) year after such action accrued.

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 – Indemnities

seca will indemnify and defend customer from and against any claim, demand, action, proceeding, judgment, or liability arising out of a claim by a third party that customer’s use of the software in conformance with the terms of this Agreement infringes a patent, copyright, or trade secret of that third party and pay any amounts awarded in a final judgment or a settlement approved by seca. The foregoing indemnification obligation of seca is contingent upon customer promptly notifying seca in writing of such claim, permitting seca sole authority to control the defence or settlement of such claim, and providing seca reasonable assistance in connection therewith. If a claim of infringement under this Section occurs, or if seca determines a claim is likely to occur, seca will have

the right, in its sole discretion, to either: (i) procure for customer the right or license to continue to use the software free of the infringement claim; or (ii) modify the software to make it non-infringing, without loss of material functionality. If either of these remedies is not reasonably available to seca, seca may, in its sole discretion, immediately terminate this Agreement and return the license fees paid by customer for the infringing software, prorated for use over a three (3) year period for software licensed on a perpetual basis. Notwithstanding the foregoing, seca shall have no obligation with respect to any claim of infringement that is based upon or arises out of (the "Excluded Claims"): (i) the use or combination of the software with any third party hardware, software, products, data or other materials, including customer's own systems and data; (ii) modification or alteration of the software by anyone other than seca; (iii) customer's use of the software in excess of the rights granted in this Agreement; (iv) any third party components; or (v) a business method or process that is inherent to customer's business. The provisions of this Section state customer's sole and exclusive remedy and the sole and exclusive obligations and liability of seca and its licensors and suppliers for any claim of intellectual property infringement arising out of or relating to the software and/or this Agreement and are in lieu of any implied warranties of non-infringement, all of which are expressly disclaimed. Customer will indemnify, defend, and hold seca harmless from any claim, demand, action, proceeding, judgment, or liability from a third-party claim arising out of an Excluded Claim. Customer's indemnification obligation is contingent upon seca promptly notifying customer in writing of such claim, permitting customer sole authority to control the defence or settlement of such claim, and providing customer reasonable assistance in connection therewith.

Article 6 – Export regulations / Taxation

6.1 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.

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

Article 7 – Miscellaneous provisions

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

7.2. 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.

7.3. 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.

7.4. This software license is with regard to its interpretation, construction, effect and enforceability of this software license subject to the laws of the State of California, United States of America, excluding its conflict of laws principles and excluding the United Nations Convention on contracts of the international sale of goods. The courts of Los Angeles, California, United States of America, shall have exclusive jurisdiction over all disputes relating to this Agreement.

7.5. 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.

Order Data Processing Agreement

Seca remote support for seca connect 103

Preliminary remarks

With the seca software (hereinafter called "**seca software**"), seca offers the Client a solution with which the measured values of seca devices can be processed on the PC, significantly increasing the quality of a medical examination. For the use of seca Software, seca offers its Clients support in the form of remote access via the Internet. The parties agree that privacy and confidentiality are indispensable for this remote access.

Having said that, the parties have agreed as follows:

1. Definitions

"Personal data" are particulars on personal or material circumstances of a particular or identifiable person. "Data processing on behalf" is the storage, modification, transmission, blocking or deletion of personal data by seca on behalf of the client.

"Instruction" Instruction is the written order from the client directed at certain data protection-related handling of personal data (for example anonymization, blocking, deletion, publication) by seca. The instructions are initially determined by the purchase contract and can then be amended, supplemented or replaced by the client through individual instructions in written form (individual instruction).

2. Scope and responsibility

seca checks or maintains automated processes or data processing systems on behalf of the client, whereby access to personal data (see Annex 1) cannot be ruled out. This includes actions specified in the Purchase Contract and in the Specifications.

3. Obligations of seca

3.1. seca may collect, process or use data only within the scope of the order in accordance with the Client's documented instructions for the purpose of remote maintenance (Annex 1). Seca shall inform the Client immediately if an instruction violates data protection regulations. In this case, seca is entitled to suspend the execution of the relevant instruction until it has been confirmed or changed by the Client.

3.2. In his area of responsibility, seca will design the in-house organization in such a way that it meets the special data protection requirements. For this purpose, seca will take appropriate technical and organizational measures to ensure adequate protection of the Client's data with regard to their confidentiality, integrity, availability and resilience of the systems. In doing so, seca shall take into account the state of the art, the implementation costs and the type, scope and purpose of the processing as well as the different probability and severity of the risk for the rights and freedoms of natural persons within the meaning of Art. 32 (1) GDPR.

A description of these technical and organizational measures can be found in Annex 2) to this Supplementary Agreement. The measures listed there are subject to technical progress and further development. In that regard, seca is allowed to implement alternative adequate measures. In doing so, the safety level of the specified measures may not fall short. Significant changes must be documented.

3.3. seca shall ensure that the employees involved in the processing of the Client's data have been obliged to comply with Art. 28 (3) (2) (b) GDPR and have been instructed in the protection provisions of the Data Protection Regulation. The data secrecy continues even after completion of the activity.

3.4. The contact details for seca's data protection officer are available at: https://www.seca.com/en_us/data-protection-information.html

3.5. seca shall inform the Client immediately in the event of serious disruptions to the operation, suspected violations of data protection or other irregularities in the processing of the Client's data.

3.6. seca shall assist the Client in complying with the obligations of securing personal data, reporting data breaches, data protection impact

assessment and prior consultation mentioned in Articles 32 to 36 of the GDPR.

All copies or reproductions made of data media remain the property of the Client. seca shall secure these carefully so that they are not accessible to third parties. The Client may request information about this, as far as the personal data and documents of the Client are affected. The data protection-compliant destruction of test and reject material after completion of order processing shall be handled by seca on the basis of an order from the Client. The record of the deletion shall be submitted on request. In special cases to be determined by the Client, there shall be storage or handover. Documentation that serves as proof of the orderly and proper data processing shall be kept by seca according to the respective retention periods beyond the end of the contract. For relief, seca can hand them over to the Client at the end of the contract.

3.7. The fulfilment of the aforementioned obligations shall be checked and evidenced in a suitable manner by seca.

4. Obligations of the Client

4.1. The Parties are responsible for compliance with their respective data protection laws with regard to the personal data to be processed.

4.2. The Client shall inform seca immediately and completely if he/she discover errors or irregularities regarding data protection regulations when checking the order results.

4.3. The Client shall determine the measures for the return of the transferred data media and/or deletion of the stored data after completion of the contract stipulated in the contract or by instruction.

5. Inquiries concerning the Client

5.1. If the Client is obliged to provide information on the collection, processing or use of data to a particular person due to applicable data protection laws, seca shall assist the Client in providing this information. The same applies in the event that an affected person requires the Client to correct, delete or restrict the data processing.

5.2. If a particular person addresses the Contractor directly to assert his/her rights, the Contractor shall immediately forward this request to the Client.

6. Supervisory duties

6.1. Before taking up the data processing, the Client shall satisfy himself/herself of the scope of protection of the technical and organizational measures taken by seca.

6.2. The Client has the right, in consultation with seca, to carry out checks or have them carried out by examiners appointed in individual cases. He/she has the right to satisfy himself/herself of the observance of this agreement by seca at his/her place of business through random inspections, which shall usually to be announced in good time.

6.3. seca shall ensure that the Client is able to satisfy himself of compliance with the obligations under Art. 28 GDPR. Seca undertakes to provide the Client with the necessary information upon request and, in particular, to provide evidence on the implementation of the technical and organizational measures.

7. Sub-contractor

7.1. The forwarding of orders by seca within the context of the activities specified in subsection 2 (1) sentence 2 requires the prior written and documented consent of the Client.

7.2. The Client shall be informed in advance about any further commissioning or replacement of sub-contractors and shall have the option of objecting to the subcontracting of the order.

7.3. In the case of subcontracting, seca is obliged to enter into appropriate and legally compliant contractual agreements and take control measures in order to ensure the data protection and data

security of the Client's data, even with outsourced ancillary services. The sub-contractor is also subject to the duties listed under 3.

8. Information obligations, written form clause, choice of law

8.1. Should seca's data be endangered by garnishment or seizure, by bankruptcy or settlement proceedings or by other events or measures by third parties, seca shall immediately inform the Client that the sovereignty and ownership of the data is exclusively at the Client's "Responsible body" within the meaning of the Federal Data Protection Act.

8.2. Changes and additions to this Contract and all of its components - including any warranties made by seca - require a written agreement and an express indication that it is an amendment or supplement to these terms.

8.3. The German law applies. Court of jurisdiction is the headquarters of seca.

Annexes

Annex 1

Additions to paragraph 2 of this order

A. Scope, nature and purpose of the data processing according to Section 2

B. Type of personal data referred to in Section 2

C. Relevant persons in accordance with Section 2

Annex 2

Technical and organizational measures according to Section 3 of this order

Annex 1 to the Contract Data Processing Contract

A. Scope, nature and purpose of data processing according to Section 2

The Contractor shall supervise the Client in the remote support of the Client's seca software for the purpose of remote maintenance. The remote support may include:

- the installation of software (updates)
- troubleshooting software issues related to the user's individual software setup
- maintenance work on the software
- which includes the establishment of integration

software. The processing and use of personal data shall take place exclusively in the territory of the Federal Republic of Germany, in a Member State of the European Union or in another Contracting State to the Agreement on the European Economic Area. Any transfer to a third country requires the prior consent of the Client and may only take place if appropriate protective measures have been taken pursuant to Art. 44 et seq GDPR.

B. Type of personal data according to Section 2

Employee/personnel data • Employee ID • Health data • Patient ID • Case ID • Patient data • Name of the patient • Gender • Date of birth • Ethnicity

C. Circle of the persons concerned according to Section 2

Employees of the client (hospital staff) • Patients

Annex 2: Technical and organizational measures at seca

Presentation of the technical and organizational measures according to Art. 32 GDPR at seca:

A. Confidentiality (Art. 32 (1) (b) GDPR)

1. Access control

No unauthorized access to data processing systems:

Alarm system for sensitive areas (including data processing) • Transponder locking system • Lock authorizations via employee-specific locking circuits • Video surveillance of access • Protection by motion detectors and light barriers • Recording of visits from external persons (visitor list and ID cards) • Careful selection of security and cleaning personnel • Special security measures for the server rooms

2. Access control

No unauthorized system usage:

Assignment of user rights • Creation of user profiles • Authentication with user name/password • Assignment of user profiles to IT systems • Use of firewalls with VPN technology • Use of intrusion detection systems • Use of central smartphone administration software (for example, for external deletion of data) • Use of anti-virus software • Encryption of data media in laptops/notebooks

3. Access control

No unauthorized reading, copying, modification or removal within the system, measures for the demand-oriented design of the authorization concept and the access rights as well as their monitoring and recording:

Differentiated authorizations (profiles, roles, transactions and objects) • Number of administrators reduced to the "most necessary" • Password policy including password length, complexity, history, validity • Recorded system access • Use of shredders or service providers with a privacy seal • Specified procedures for approval

B. Integrity (Art. 32 (1) (b) GDPR)

1. Transfer control

No unauthorized reading, copying, modification or removal during electronic transmission or transport:

Leased line installations or VPN tunnels • Transmission of data in anonymised or pseudonymised form • In the case of physical transport: careful selection of transport personnel and vehicles • Secured wireless LAN • Data media are irretrievably destroyed or deleted

2. Entry control

Determine if and by whom personal data has been entered, modified or removed from computer systems:

Recording and record evaluation systems • Comprehensibility of entering, changing and deleting data by means of individual usernames (not user groups) • Assigning rights for entering, changing and deleting data on the basis of an authorization concept

C. Order control:

Clear contract design • Formalized order placement • Control of contract execution

D. Availability and resilience (Art. 32 (1) (b) GDPR)

1. Availability control

Protection against accidental or wilful destruction or loss:

Backup procedures • Disk mirroring • Uninterruptible power supply (UPS) • Separate retention of backups • Antivirus/firewall • Emergency plan • Fire extinguisher and fire alarm system • Redundant design of the entire infrastructure through multiple data centres • Air conditioning and monitoring of temperature and humidity in server rooms

2. Rapid recoverability

Regular backups on servers • Accessibility to backups is always guaranteed

E. Separation control

Separate processing of data collected for different purposes, such as:

Separation of data from different clients • Separation of functions development/test/production with separate databases

F. Pseudonymisation (Art. 32 (1) (a) of the GDPR, Article 25 (1) of the GDPR)

The processing of personal data in such a way that the data can no longer be attributed to a specific affected person without the need for additional information, provided that such additional information is kept separate and subject to appropriate technical and organizational measures:

- Internal statement of anonymization or pseudonymization of personal data in the case of a transfer or expiry of the deletion period

G. Procedure for regular review, assessment and evaluation (Art. 32 (1) (d) GDPR, Article 25 (1) of the GDPR)

1. Data protection management:

Documented security concept • external data protection officer • minimum annual review of the effectiveness of the technical protection

measures • training of employees with regard to the confidentiality of personal data • commitment of employees to data secrecy • data protection impact assessment is conducted on a regular basis

2. Incident response management:

Documented process for detection and reporting of security incidents/data breaches • Documented procedure for dealing with security incidents • Involvement of the external data protection officer in security incidents and data breaches

3. Privacy-friendly pre-settings (Art. 25 Abs. 2 GDPR):

- Collection of personal data required to achieve the purpose

4. Order control

No order data processing within the meaning of GDPR without corresponding instructions of the client, for example: Clear contract design, formalized order management, strict selection of the service provider, compulsory pre-obligation, follow-up checks, measures (technical, organizational) to delineate the competences between Client and Contractor: Order processing contract that meets the requirements of Art. 28 GDPR.