

GENERAL TERMS AND CONDITIONS OF BUSINESS OF CUREVISION GMBH

cureVision GmbH, Behlertstr. 3a Haus B2, 14467 Potsdam ("**cureVision**" or "**we**") regulates the contractual relationship between cureVision and cureVision's Customer ("**Customer**") with these General Terms and Conditions of Business ("**GTC**"). cureVision and the Customer are also referred to jointly as "**Parties**" or individually as "**Party**".

PREAMBLE

- (A) cureVision offers a mobile Wound Analysis System ("**Wound Analysis System**"), which records important healing parameters of chronic wounds in a fully automated manner and offers Customers input options to create complete wound documentation. The Wound Analysis System consists of (i) hardware that records the patient's wound using several sensors ("**Hardware**"), (ii) the device software ("**Device Software**"), which takes the measurements and creates the downloadable digital wound report ("**Wound Report**") and, if necessary, provides further documents and/or connections, and (iii) the cloud software ("**Cloud Software**"), which serves as data storage and enables the administration of the Device Software and access to the functions of cureVision Web (ii and iii together "**Software**").
- (B) Potential Customers of the Wound Analysis System are primarily medical practices, hospitals, wound care facilities, outpatient and inpatient care facilities and other medical facilities that need to analyze the progress of their patients' wounds regularly and precisely.

1. SCOPE OF APPLICATION

- 1.1 The conclusion of the contract and the use of the services shall be governed exclusively by these GTC in their currently valid version, unless otherwise agreed in writing between the Parties. Conflicting, deviating or supplementary terms and conditions (in particular general terms and conditions) of the Customer shall not apply unless cureVision expressly agrees to them in writing in individual cases by the signature of an authorized managing director. These GTC shall also apply in the event that cureVision provides its services in the knowledge of conflicting or deviating terms and conditions of the Customer.
- 1.2 In the event of a conflict or contradiction between the provisions of these GTC and an agreement made in the offer, the agreement in the offer shall take precedence.
- 1.3 The services offered by cureVision are aimed exclusively at entrepreneurs within the meaning of § 14 BGB (German Civil Code).
- 1.4 cureVision reserves the right to amend and adapt these GTC at any time if new regulatory requirements arise as a result of further technical development of the Wound Analysis System. In the case of an existing contractual relationship with the Customer, the amended GTC shall be sent to the Customer by e-mail at least one (1) month before they come into force. The amended GTC shall be deemed to have been approved by the Customer if the Customer does not object in writing within three (3) weeks.
- 1.5 The period of one (1) month for amending the GTC in accordance with Section 1.4 shall not apply if cureVision
- 1.5.1 is subject to a statutory, judicial or regulatory obligation that obliges cureVision to amend the GTC in such a way that cureVision is unable to comply with the period of (1) one month, or

- 1.5.2 must amend the GTC to address an unforeseen and imminent threat to the Wound Analysis System, the Customer or the Customer's patients from fraud, malware, spam, data breaches or other cyber security risks.
2. CONCLUSION OF CONTRACT AND SUBJECT MATTER OF THE CONTRACT
- 2.1 Upon written acceptance of an offer by the Customer within the acceptance period, a contract shall be concluded between cureVision and the Customer with the content of the respective offer and these GTC ("**Contract**").
- 2.2 The subject matter of the Contract is the provision of the Wound Analysis System. cureVision's service consists of the provision of the Hardware and the granting of a right to use the Software. The Customer records raw data about the wound via the Hardware and receives evaluations such as size and depth. The entries are then synchronized with the Cloud Software.
- 2.3 cureVision shall provide the Customer with the Hardware for the duration of the Contract unless the Customer purchases it. The Customer is obliged to return the Hardware to cureVision at the end of the contractual term (see Section 16.7). Unless the Parties agree otherwise in the offer, cureVision shall provide the Customer with one (1) hardware device. If the Customer wants more than one device, the Customer can book it for an additional fee.
- 2.4 The Customer can book a SIM card (provided by Telefónica Germany GmbH & Co. OHG ("**Telefónica Germany**")) for mobile data transmission for an additional fee. The SIM card is built into the Hardware and is only activated by cureVision if the Customer books the feature accordingly.
- 2.5 If cureVision provides the Customer with the Wound Analysis System for a limited period of use in accordance with a corresponding offer in return for payment of a license fee, a separate maintenance agreement for Hardware and Software is not required. Maintenance contracts only need to be concluded additionally if the Customer purchases the Hardware and the Software on it.
3. CUSTOMERS' RIGHT OF USE
- 3.1 The nature and functionality of the Software is conclusively set out in the product description of the Software (**Annex 1**).
- 3.2 Apart from the data entered by the Customer, the Software and all information contained therein shall be the intellectual property of cureVision. cureVision grants the Customer a revocable, non-exclusive, non-transferable and non-sublicensable right to use the Software for its own business purposes in connection with the subject matter of the Contract. This right of use is limited to the duration of the Contract and relates exclusively to the current version and scope of the Software provided by cureVision during the term of the Contract. If the Customer acquires the Hardware and the Device Software on it, the right to use the Device Software on the Hardware is granted for an unlimited period of time. The Customer does not receive any further rights, for example to the software applications on which the Software is based or to the operating software. The Customer may only use the Software for the Customer's own business purposes and only by the Customer's employees.
- 3.3 Insofar as cureVision provides updates, upgrades and new versions of the Software during the term of the Contract, the right of use regulated in Section 3.1 shall also extend to these, insofar as they relate to the feature package booked by the Customer. cureVision shall not be obliged to provide updates, upgrades and new versions of the Software unless this is absolutely necessary to rectify defects or unless otherwise agreed in writing in the offer.

- 3.4 Insofar as cureVision makes individual adaptations or extensions to the Wound Analysis System on behalf of the Customer or on the basis of corresponding suggestions or ideas from the Customer, the right of use regulated in Section 3.1 shall also extend to these adaptations and extensions. With the exception of the right of use pursuant to Section 3.1, all rights shall remain exclusively with cureVision. In particular, cureVision shall be entitled to make available to other Customers any adaptations or extensions developed on behalf of the Customer or on the basis of corresponding suggestions or ideas from the Customer, provided that no confidential information of the Customer is disclosed as a result.
- 3.5 The Customer may only use the Software within the scope described in Sections 3.2 and 3.3. In particular, the Customer is prohibited from reproducing the Software without authorization, editing it, decompiling the source code or making it readable or usable in any other way, making the Software publicly accessible, renting it out, transferring it to third parties in any other way, exploiting it or using it or allowing it to be used for the purposes of third parties. Sections 69d and 69e UrhG (German Copyright Act) remain unaffected by this provision.
- 3.6 If a maximum number of users is agreed in the offer, the Software may only be used by this agreed number of users. The Customer is entitled to book additional users for the Software in accordance with these GTC for an additional fee. If the Customer exceeds the rights of use qualitatively (in terms of the type of use permitted) or quantitatively (in terms of the number of users), cureVision may demand a corresponding fee for the use in excess of the agreed extent.

cureVision reserves the right to claim damages in the event that the Customer culpably enables unauthorized third parties to use the Wound Analysis System or the Software. In the event of any unauthorized transfer of use to third parties, the Customer shall inform cureVision of this as soon as the Customer becomes aware of it and, on request, shall immediately provide cureVision with all information required to assert claims against the third party.

4. AVAILABILITY

- 4.1 cureVision shall guarantee an availability of the Software of at least 98% in relation to one (1) year of use of the Software by the Customer. Excluded from this is the time required for the necessary regular maintenance and care or technical improvement of the Software ("**Maintenance Time**") as well as cases in accordance with Section 4.3. cureVision shall attempt to carry out the Maintenance Time outside regular working hours, i.e. between 22:00 and 05:00 (Central European Time/GMT). cureVision has already taken the Maintenance Time into account when calculating the fee; a corresponding reduction due to the Maintenance Time is excluded.
- 4.2 The Customer is only entitled to use the Wound Analysis System within the scope of the current state of technology.
- 4.3 cureVision draws the Customer's attention to the fact that limitations or impairments of the Wound Analysis System may arise that are beyond the control of cureVision. This includes, in particular, actions by third parties not acting on behalf of cureVision, technical conditions beyond cureVision's control and force majeure. The technical infrastructure used by the Customer (e.g. the Internet connection; the accessibility of the server infrastructure (in the case of on-premise hosting)) can also have an influence on cureVision's services. Insofar as such circumstances have an influence on the availability or functionality of the service provided by cureVision, this shall have no effect on the contractual conformity of the service provided.

5. GENERAL OBLIGATIONS OF THE CUSTOMER

- 5.1 The Customer is responsible for the Customer's connection to the necessary telecommunications equipment and via this to the Software. CureVision is not obliged to check whether the Customer

meets the technical requirements for using the services. If the Customer and cureVision have agreed that cureVision shall install the Software on the Customer's servers (on-premise hosting), Section 8 shall apply.

- 5.2 The Customer is obliged to keep the identifier assigned to the Customer or the Customer's employees for access to the Software secret, to protect it from access by third parties and not to pass it on to unauthorized third parties. In the event of the loss of access data or knowledge of unauthorized third parties obtaining access data, the Customer shall inform cureVision immediately in text form at support@curevision.de so that cureVision can arrange for access to be blocked if necessary. The Customer is responsible for all actions that are carried out using the Customer's identifier.
- 5.3 The Customer shall not use or allow the Wound Analysis System to be used unlawfully or improperly, in particular not for the processing of transactions relating to items that violate statutory provisions.
- 5.4 The Customer shall handle the Hardware provided to the Customer with care and in accordance with the operating manual. The Customer must inform cureVision immediately in the event of an emerging or imminent defect. If the defect is likely to be due to improper handling of the Hardware by the Customer, cureVision shall replace the Hardware vis-a-vis reimbursement of the resulting costs in the amount of a lump sum of EUR 3,000. This does not apply if the Customer proves that the defect is not due to improper handling.
- 5.5 The Customer must take reasonable security measures to protect the Hardware provided to the Customer against theft by third parties. If the Customer discovers that the Hardware provided has been stolen, the Customer shall inform cureVision immediately. In the event of theft of the Hardware, cureVision shall be entitled to demand compensation from the Customer in the amount of EUR 3,000.

6. SPECIAL OBLIGATIONS OF THE CUSTOMER WHEN USING CAREPLAN

- 6.1 The Careplan service accesses data, information and/or news from the databases of Avoxa – Mediengruppe Deutscher Apotheker GmbH ("**Licensed Material**"). If the Customer books the Careplan service, the Customer is obliged to fulfill the general obligations set out in Section 5,
 - 6.1.1 to use the Licensed Material exclusively within the autonomous IT application provided to the Customer by cureVision,
 - 6.1.2 to not publish or otherwise make available the Licensed Material together with product-evaluating or classifying information, in particular information concerning bioequivalence, therapeutic benefit, therapeutic usefulness, monograph conformity and the type of marketing authorization in a database,
 - 6.1.3 to not make the Licensed Material available online, in particular on the Internet.
 - 6.1.4 to use the Licensed Material or parts thereof only for the Customer's own purposes and to not pass on parts, including in the form of printouts of the Licensed Material, even if these are insignificant parts of the Licensed Material, to third parties, and
 - 6.1.5 to prevent unauthorized access to the Licensed Material and unauthorized use or disclosure of the Licensed Material by third parties.
- 6.2 The Customer acknowledges that cureVision has, in advance, assigned to Avoxa – Mediengruppe Deutscher Apotheker GmbH any claims against the Customer arising from a breach of the obligations under Sections 6.1.1 to 6.1.5.

7. SPECIAL OBLIGATIONS OF THE CUSTOMER WHEN USING THE SIM CARDS

- 7.1 The Customer undertakes to use the SIM cards only to establish the Customer's own machine-to-machine communication ("**M2M Communication**"). In particular, the Customer shall not be permitted to use a SIM card provided by Telefónica Germany to forward connections established by a third party, regardless of their type and origin, via switching or transmission systems (e.g. *SIM boxing*). The Customer may not violate criminal law or regulations for the protection of minors and may not infringe the rights of third parties, retrieve, store or make available to third parties any illegal or immoral content, refer to offers with such content or provide links to such sites (e.g. hyperlinks). Please note that the unsolicited sending of information and services, e.g. unwanted and unsolicited advertising by e-mail, text message, fax or telephone, is prohibited by law under certain circumstances. The Customer may not use M2M Communication to establish permanent voice or data connections in the sense of a dedicated line or to establish connections for which the Customer or a third party receives or is to receive payments or other assets as a result of the connection or the duration of the connection. If the SIM cards issued to the Customer by cureVision are passed on to a third party, the Customer shall be liable for the conduct/use by the third party.
- 7.2 If there is reasonable suspicion that the Customer is in breach of the provisions of Section 7.1, Telefónica Germany shall be entitled, after prior notice, to block all SIM cards provided to the Customer.
- 7.3 If either Party or Telefónica Germany receives a court order for electronic surveillance, it shall comply with the court order and promptly request from the other Party and Telefónica Germany such technical assistance as may be necessary for the electronic surveillance and, to the extent practicable, provide all reasonable information requested by the other Party or Telefónica Germany regarding the surveillance, including the court order, unless the Party receiving the court order or Telefónica Germany is prohibited from doing so under the terms of the court order.
- 7.4 In principle, the permitted type of use of the SIM cards provided by Telefónica Germany is limited to M2M Communication within the meaning of the current decree of the Federal Network Agency. In this context, M2M Communication means the automated exchange of information between technical devices or with a central data processing system. If the Customer also uses M2M Communication for voice and SMS services, this is the Customer's own responsibility, whereby voice or SMS use is not permitted in any case, irrespective of M2M Communication as defined above. Sending a disproportionately high number of text messages (*bulk text messages*) is also not permitted.

8. SPECIAL OBLIGATIONS OF THE CUSTOMER FOR ON-PREMISE HOSTING

- 8.1 The Customer shall provide cureVision in good time with all access, information and technical resources required for the installation of the Cloud Software and shall grant cureVision the access rights to the server infrastructure required for the installation.
- 8.2 The Customer designates a contact person who is available to cureVision as a contact person for technical matters in the context of on-premise operation. At the beginning of the Contract, the Customer shall inform cureVision in text form of the name, e-mail address and telephone number of this contact person and shall ensure that the contact person or a representative can be reached during normal business hours (09:00 to 18:00).
- 8.3 The Customer shall be obliged to ensure, on the Customer's own responsibility and at the Customer's own expense, that the Customer's server infrastructure corresponds to the current state of technology and fulfills the requirements communicated by cureVision at the start of the Contract. cureVision shall notify the Customer of any changes or updates to the technical requirements in text

form. The Customer is obliged to implement these changes at the Customer's own expense within four weeks of receipt of the notification.

- 8.4 The Customer is obliged to take appropriate technical and organizational measures to secure the server infrastructure on the Customer's own responsibility and at the Customer's own expense.
- 8.5 The Customer is obliged to keep the server operating system up to date on the Customer's own responsibility and at the Customer's own expense. This includes in particular the performance of regular backups, updates and appropriate patch management.
- 8.6 The Customer shall inform cureVision of server downtimes in accordance with the following provisions:
 - 8.6.1 Planned downtime must be notified to support@curevision.de at least seven calendar days in advance.
 - 8.6.2 Unforeseen downtimes or disruptions to the server must be reported immediately to support@curevision.de.
- 8.7 The Customer shall ensure that the server infrastructure is available for the contractually agreed services, in particular support, maintenance and update services. In particular, the Customer shall provide cureVision with secure remote access to the server infrastructure. In this respect, the following deadlines apply:
 - 8.7.1 If cureVision announces an update to the Cloud Software, the Customer shall enable remote access within four weeks of the announcement.
 - 8.7.2 In the event of a disruption, the Customer shall enable remote access as quickly as possible. In the event of security-related bug fixes or other serious disruptions that significantly impair the proper use of the cureVision Software, the Customer shall grant remote access within two working days of the disruption being identified.
- 8.8 Any agreed response times for cureVision in the event of a disruption shall only commence once remote access has been granted in accordance with Section 8.7.
- 8.9 In the event of a fault, the Customer shall grant cureVision all access rights necessary to clarify the cause of the disruption. If it transpires that the cause of the disruption lies not in the Software but in the server infrastructure operated by the Customer, cureVision reserves the right to invoice the services provided to rectify the disruption in accordance with the applicable price list for technical services at the hourly rates stated therein.
- 8.10 Any restrictions on the functionality or security of the Cloud Software resulting from the Customer's failure to comply with the obligations set out in this Section 8 shall not affect the contractual conformity of cureVision's services.

9. CONNECTION OF THIRD-PARTY SYSTEMS

- 9.1 The initial technical connection of third-party systems takes place exclusively on the basis of a separate written agreement between the Parties.
- 9.2 The Customer bears sole responsibility for ensuring that all requirements for the connection are met by the third-party system. In particular, the Customer shall be obliged to provide cureVision with all information and specifications of the third-party system required for the initial connection and to

book any modules required for the connection with the manufacturer of the third-party system at the Customer's own expense.

- 9.3 Any delays in the connection shall not affect cureVision's entitlement to payment of the monthly license fees.
- 9.4 If the Customer is informed of imminent updates or downtimes of the third-party system, the Customer shall pass this information on to cureVision without delay.
- 9.5 The Customer shall inform cureVision immediately of any subsequent changes to the specifications of the third-party system. Adjustment services that are necessary due to changes to the specifications shall be invoiced by cureVision on the basis of the applicable price list for technical services at the hourly rates stated therein.
- 9.6 Restrictions to the functionality or security of the third-party system that are caused outside the cureVision interface or that are the result of late notification of changes in accordance with Section 9.5 shall not affect the contractual conformity of cureVision's services and shall not give rise to any legal claims by the Customer against cureVision.
- 9.7 In the event of disruptions relating to the interface, the Customer shall grant cureVision all access rights necessary to clarify the cause of the disruptions. If the error analysis reveals that the cause of the disruption lies within the Customer's sphere of responsibility or in the third-party system, cureVision reserves the right to charge for the cost of the error analysis in accordance with the valid price list for technical services at the hourly rates stated therein.

If the number of disruptions relating to the interface exceeds 6 per quarter, cureVision is entitled to switch off the interface in question. The other services agreed between the Parties remain unaffected by this. Disabling the interface shall not entitle the Customer to terminate the license agreement with cureVision for cause or to claim damages.

10. BREACH OF CUSTOMER OBLIGATIONS

- 10.1 cureVision may block the Customer's access to the Wound Analysis System and in particular the Software in whole or in part at any time if (i) the Customer breaches the Customer's contractual obligations - in particular those arising from Sections 45 to 8 (ii) there is a risk of damage to or impairment of cureVision's Software, data or services or the systems or data of another cureVision customer, or there is a risk of damage to the general public, or (iii) circumstances exist which entitle cureVision to terminate the Contract without notice. Blocking is also possible if the Customer is in default of payment.
- 10.2 If the blocking is based on a breach of contract by the Customer, access will only be restored once the breach has been permanently eliminated or the risk of repetition has been ruled out by a cease-and-desist declaration subject to penalty. cureVision shall not be obliged to provide access again if this is unreasonable for cureVision, e.g. if the reason for blocking also entitles cureVision to terminate the Contract without notice.
- 10.3 A blocking/deletion based on a breach of contract by the Customer shall not entitle the Customer to suspend payment or assert claims for damages against cureVision.

11. FEES

- 11.1 The fee for the contractual services to be provided by cureVision shall be based on one of the various service packages offered. Details of the respective scope of services and the respective price structure can be found in the offer or on the cureVision website.

- 11.2 Unless otherwise agreed in writing, all prices are net prices and are subject to the respective statutory value added tax, if applicable.
- 11.3 Payment by the Customer shall be made by bank transfer or by SEPA direct debit mandate to the cureVision account specified on the offer.
- 11.4 The Customer can book additional services in accordance with Section 12 of these General Terms and Conditions of Business, for which a fee to be taken from the offer is agreed.
- 11.5 The monthly fee agreed in the offer is invoiced quarterly at the beginning of each quarter. Invoices must be paid within fourteen (14) days of receipt by the Customer.
- 11.6 If the Customer defaults on payment, cureVision shall be entitled to charge the Customer interest at a rate of nine percentage points above the applicable prime rate. cureVision also reserves the right to charge a reasonable reminder fee in individual cases.
- 11.7 The Customer agrees that unencrypted e-mails (to the e-mail address provided by the Customer) may be used as a means of sending invoices and payment reminders.
- 11.8 In the event of late payment, cureVision may temporarily suspend the provision of services until payment is made. cureVision shall give at least 14 calendar days' notice of the planned suspension of services and shall give the Customer the opportunity to prevent the suspension by making payment within the 14-day period. If the Customer requests cureVision to export and transmit the data, cureVision shall be entitled to charge a reasonable fee for this. After payment of the fee by the Customer, cureVision shall make the data available in CSV or PDF format and the images in jpg or png format, at the Customer's discretion and as far as technically possible.
- 11.9 cureVision reserves the right to propose a price adjustment to the Customer to compensate for increased costs in the operation of the Wound Analysis System and at most once per calendar year. If the Customer does not agree to such a price adjustment, cureVision reserves the right to terminate the Contract at cureVision's reasonable discretion, taking due account of the Customer's interests.

12. ADDITIONAL SERVICES

The Customer can book additional services from cureVision by agreement. The respective fee for the individual service can be found in the individual offer. Examples of additional services are additional users or additional Software modules.

13. DELIVERY, TRANSFER OF RISK

- 13.1 The Hardware is delivered ex warehouse, which is also the place of performance for the delivery and any subsequent performance. At the Customer's request and expense, the Hardware will be shipped to another destination (sale to destination). Unless otherwise agreed, cureVision shall be entitled to determine the type of shipment (in particular the transport company, shipping route, packaging) itself.
- 13.2 The risk of accidental loss and accidental deterioration of the Hardware shall pass to the Customer at the latest upon handover. In the case of sale by dispatch, however, the risk of accidental loss and accidental deterioration of the Hardware as well as the risk of delay shall already pass upon delivery of the Hardware to the forwarding agent, the carrier or the person or institution otherwise designated to carry out the shipment. If the Customer is in default of acceptance, this shall be deemed equivalent to handover.

13.3 The delivery date or delivery period shall be communicated to the Customer by cureVision separately in an order confirmation after acceptance of the offer.

14. DISRUPTION OF PERFORMANCE, FORCE MAJEURE

14.1 cureVision shall be released from cureVision's obligation to perform if the non-performance is due to circumstances of force majeure or other unforeseen circumstances for which cureVision is not responsible (e.g. war, strike, natural disasters, water ingress, Internet system failures or sabotage by malware). The exemption from the obligation to perform shall also apply in the event of delays due to circumstances within the Customer's area of responsibility, e.g. failure to perform the Customer's obligations on time or lack of availability of the Customer's IT facilities with associated interfaces.

14.2 The exemption from the obligation to perform shall apply for the duration of the disruption plus a reasonable start-up period. If the hindrance lasts longer than two (2) months, both Parties shall be entitled to terminate the Contract with regard to the affected service after the expiry of a reasonable grace period. Claims for damages or reimbursement of expenses against cureVision do not exist in such cases.

14.3 The Parties shall inform each other immediately after becoming aware of the occurrence of a case of force majeure or other circumstances mentioned in this Section 14.

15. LIABILITY FOR DEFECTS

The Customer shall be obliged to report any defects (e.g. functional failures, malfunctions or impairments of the Wound Analysis System) to cureVision immediately and as precisely as possible in text form to the support e-mail address support@curevision.de. Furthermore, the Customer shall provide cureVision with appropriate support in the analysis and rectification of defects and shall grant immediate access to documents which provide further details of the circumstances surrounding the occurrence of the defect.

15.1 In the case of updates, upgrades and new versions, any claims for defects are limited to the new features of the updates, upgrades and new versions in comparison to the previous version status.

15.2 Claims for defects are excluded if the Customer, or by way of third parties, modifies functionalities of the Wound Analysis System without prior authorization by cureVision or does not use the Wound Analysis System in the intended manner or in an operating environment other than that intended, including operating errors on the part of the Customer, failure to observe instructions for use, or use of incorrect or missing processing data. This shall not apply if the Customer proves that any defects occurring are unrelated to such circumstances. If the error analysis is considerably more difficult due to such circumstances, the Customer shall bear any additional costs incurred.

15.3 In the event of defects for which cureVision is responsible, the statutory provisions shall apply. § 536b BGB and § 536c BGB shall apply. The application of § 536a (1) BGB is excluded insofar as the standard provides for strict liability.

15.4 In the event of an insignificant reduction in the value and/or suitability of the Wound Analysis System (i.e. one that does not impair its suitability for contractual use), the Customer shall have no claims for defects.

16. TERM AND TERMINATION

16.1 The Contract is concluded for an indefinite period, unless otherwise stated in the offer.

- 16.2 This Contract may be terminated in writing by either Party without stating reasons with three months' notice to the end of a calendar month.
- 16.3 If a minimum term has been agreed individually, the Contract cannot be terminated before the end of the minimum term. In this case, the notice period is three months before the end of the agreed minimum contractual term. If the Contract is not terminated by one of the Parties, it is extended by 12 months in each case.
- 16.4 If the Customer switches to a service package with a wider range of functions during the term of the Contract and/or books other additional services during the term of the Contract, the pro rata fee to be paid for the remaining term shall be offset against the payment already made for the previous service package. Such a switch to a service package with a wider range of functions is only possible on the first day of the next billing month.
- 16.5 The right to terminate this Contract and/or a service description at any time without notice for good cause shall remain unaffected for both Parties. Good cause shall be deemed to exist in particular, but not limited to, (i) if the other Party persistently breaches material contractual obligations under the Contract and/or according to the service specifications and fails to remedy the breach within a reasonable time despite a reminder, or (ii) if the other Party suffers a material deterioration of or threat to its assets or is in bankruptcy or liquidation (other than for the purpose of a solvent restructuring or merger). There shall be no good cause for the Customer if Telefónica Germany blocks SIM cards booked by the Customer due to a breach of the Customer's obligations under Section 7 for which the Customer is responsible.
- 16.6 Any notice of termination must be given in writing.
- 16.7 The Customer shall return the Hardware to cureVision at the Customer's own expense at the end of the Contract in perfect condition, i.e. in working order and without any signs of use that go beyond normal use. If the Hardware is not in such a condition when it is returned, the Customer shall pay compensation based on the residual value of the Hardware. The above shall apply accordingly to SIM cards provided to the Customer by Telefónica Germany.
- 16.8 If the Customer does not return the Hardware after termination of the Contract, cureVision may demand the license fee agreed in the offer as compensation for the period during which the Hardware is withheld. The monthly license fee is due in full for each full month of withholding. The license fee is calculated pro rata temporis on the basis of the agreed monthly fee for months or part thereof.
- 16.9 If the Parties have agreed that the Software or parts thereof are to be operated on the Customer's own server infrastructure as part of the granting of a time-limited right to use the Software, the Customer is obliged to uninstall the Software installed on the Customer's server infrastructure after termination of the Contract and to permanently delete all copies. Liability
- 16.10 cureVision shall be liable to the Customer in all cases of contractual and non-contractual liability for intent and gross negligence in accordance with the statutory provisions.
- 16.11 In other cases, cureVision shall only be liable – unless otherwise stipulated in Section 16.12 – in the event of a breach of a contractual obligation the fulfillment of which is essential for the proper performance of the Contract and on the fulfillment of which the Customer may regularly rely (so-called cardinal obligation), limited to compensation for foreseeable and typical damages.
- 16.12 The above limitations and exclusions of liability shall not affect cureVision's liability for damages resulting from injury to life, body or health, under the German Product Liability Act and to the extent of a guarantee assumed by cureVision.

- 16.13 Liability on the part of cureVision for damage suffered by the Customer as a result of the loss of data shall be excluded insofar as the damage is due to the fact that the Customer has failed to carry out regular and proper data backups within the Customer's area of responsibility thereby ensuring that lost data can be restored with reasonable effort.
- 16.14 Claims for damages shall become time-barred within one (1) year of the Customer's knowledge or grossly negligent ignorance of the circumstances giving rise to the claim, but no later than one (1) year after the end of the year in which the claim arose. This does not apply in the case of intent, gross negligence, damage resulting from injury to life, limb or health, or claims under the German Product Liability Act.
- 16.15 To the extent that cureVision's liability is excluded or limited under the Contract and/or these GTC, this shall also apply to the personal liability of cureVision's legal representatives, executive bodies, employees and vicarious agents.
- 16.16 Any further liability on the part of cureVision is excluded on the merits. In particular, cureVision shall not be liable for damage to Hardware or Software for which the Customer is responsible.

17. MEDICAL DEVICE

The Customer is aware that the Wound Analysis System is a medical device and that the Wound Analysis System and cureVision are subject to regulatory requirements in this respect. This includes the Software evaluating the – anonymized – data listed in more detail in **Annex 2** and transmitting this data to cureVision to fulfil cureVision's obligations in accordance with Art. 83 of the Medical Devices Regulation (Regulation (EU) 2017/746). The Customer may only use the Software if the Customer agrees to the transmission of this data.

18. CONFIDENTIALITY

- 18.1 The Parties undertake to treat as confidential all confidential information that becomes known to the Parties during the execution of this Contract and to use it only for contractually agreed purposes. Confidential information within the meaning of this provision is information, documents, details and data that are designated as such or are to be regarded as confidential by their nature.
- 18.2 An exception to Section 18.1 exists in the following cases, which must be proven by the receiving Party:
- 18.2.1 if the information is already generally known at the time the Contract is concluded,
 - 18.2.2 the Party receiving the information was already aware of the information prior to such disclosure of the information by the other Party,
 - 18.2.3 the information has become generally known after the conclusion of the Contract without the Party obliged to maintain confidentiality being at fault, or
 - 18.2.4 the information must be disclosed by one or both Parties due to a legal obligation.
- 18.3 The provisions of the law on the protection of trade secrets shall remain unaffected by the provisions set out in this Section 18.
- 18.4 The rights and obligations under Section 18 of this Contract shall survive the term of the Contract. Both Parties are obliged to return confidential information to the other Party upon termination of this Contract or to destroy it at the other Party's discretion, unless it has been properly used.

19. DATA PROTECTION

- 19.1 The Parties undertake to comply with all requirements of the applicable data protection laws, in particular the EU GDPR, with regard to the personal data that the Parties process as part of the Contract.
- 19.2 If cureVision processes personal data of the Customer or the Customer's patients within the scope of the Contract, cureVision shall do so on the terms set out in the commissioned data processing agreement.
- 19.3 cureVision shall be entitled to anonymize or aggregate the data received from the Customer through the use of the documentation system so that it is no longer possible to identify individual data subjects and to use it in this form for purposes such as optimizing the documentation system. The Parties agree that anonymized data or data aggregated in accordance with the above shall no longer be considered the Customer's data.
- 19.4 Further information on data protection can be found in the applicable data protection information at www.curevision.de/datenschutz.

20. MISCELLANEOUS

- 20.1 The transfer of the Contract or individual rights or obligations arising therefrom by the Customer to third parties shall require the prior written consent of cureVision. § 354a HGB (German Commercial Code) remains unaffected.
- 20.2 Offsetting by the Customer is only permitted with an undisputed or legally established claim. The same applies to the assertion of rights of retention, whereby the counterclaim must also be based on the same contractual relationship. A previously agreed reservation of title remains unaffected by this.
- 20.3 The Contract and the interpretation thereof shall be governed by the law of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws rules.
- 20.4 Unless otherwise agreed, the place of performance for the Contract is Munich.
- 20.5 If the Customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the District Court of Munich I shall have exclusive jurisdiction for all disputes arising from and in connection with the Contract
- 20.6 The Parties will use their best endeavors to settle any dispute or disputed claim between them through negotiations between the Parties' representatives before taking legal action.
- 20.7 All amendments and additions to the Contract and a service description must be made in writing to be effective.
- 20.8 Unless otherwise agreed in writing, all notices, any consent, agreements or official communications under the Contract shall be sent by post or e-mail to the other Party in accordance with the terms of the Contract or to such other address as may be notified by the relevant Party for such purposes. Any notifications, consent or agreements sent by e-mail shall be deemed to have been received upon receipt by the other Party.
- 20.9 Should a provision of this Contract and/or a service description be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions.

ANNEX 1 PRODUCT DESCRIPTION SOFTWARE

The cureVision system is used for precise and reproducible wound and photo documentation. The system captures multimodal image data, which is documented and analyzed using the associated Software. The cureVision system is intended for use by healthcare professionals on patients with chronic wounds. The following information can be determined automatically:

Parameters such as length, width, depth, surface area, composition of fabric types. Other diagnostic parameters can be visualized, such as temperature or bacterial colonization. The Wound Analysis System consists of hardware that records the patient's wound using several sensors ("Hardware"), the device software ("Device Software") that performs the analyses and measurements and (iii) the cloud software ("Cloud Software") that serves as data storage and creates the downloadable digital wound report ("Wound Report") and, if necessary, provides further documents and/or connections and enables access to cureVision Web (ii and iii together "Software").

ANNEX 2: TELEMETRY DATA

The following data is collected when using the cureVision Wound Analysis System:

- Information on wounds (in particular wound images and information in accordance with the *Expert standard for the care of people with chronic wounds*)
- User log-in data (user name, password)
- Data required to identify the patient (user ID, age, gender)
- Data that the Customer enters into the Device Software or Cloud Software
- if used by the Customer: Mobile data transmission data (in particular SIM ID, data volume)
- Identification data of the Hardware (in particular Hardware version), the Device Software (in particular software version) and identification data of the Customer (in particular Tenant ID)