

## **General Terms and Conditions of Services of Insight Health GmbH**

### **1. General**

These General Terms and Conditions of Services are the foundation of all commercial relations between Insight Health GmbH (hereinafter: Insight Health) and its customers and apply to all services rendered by Insight Health to a customer. They do not apply to consumers. They furthermore do not apply to, when another written agreement between Insight Health and the customer exists.

### **2. Remuneration/Royalties**

The invoices are due to be paid 14 days after receipt.

Continuous services (such as subscriptions, successive services, licenses, access authorities, etc) are invoiced monthly, quarterly or yearly. Should the customer not pay in due time, Insight Health has the right to temporary terminate its services after sending the customer a reminder until all open remunerations/royalties are paid. This is not to affect other legal rights of Insight Health, e.g. due to delay. Should prices for continuous services not be fixed for a specific term or should such a term expire, the agreement shall not be terminated automatically and the latest prices shall be still valid. In this case Insight Health can change the prices in the following way: Insight Health will notify the customer of a price increase two month before the price increase becomes effective. Should the customer not oppose the price increase within one month after receipt of such notification, the price increase becomes effective. Should the customer oppose against the price increase, the agreement continuous with the original prices and terms.

### **3. Rights of use of delivered data**

Should the service of Insight Health include the delivery of data, the customer shall be granted the non exclusive and non transferable right to use and analyze the delivered data. The customer undertakes the duty not to transfer, to leave or in any other way make available the data, as a whole or in parts, to any third party. It is not permitted to use the delivered data as input data for an AI system unless the customer ensures that the entire AI system – from data input to the output produced by the AI system – is operated exclusively on data processing equipment owned by the customer. The use of rented data processing capacity (cloud) is permitted if technical and organizational measures ensure the same level of protection as with the customer´s own data processing equipment. The customer undertakes the duty that the delivered data and information are secure against unauthorized access and are treated confidentially. The customer furthermore undertakes the duty to use and process the data only in a legal way, especially to obey to the applicable data privacy regulations and SGB V (Sozialgesetzbuch Buch V). The customer will indemnify Insight Health against all losses due to a misuse of the data by himself and his employees.

### **4. Warranties and Guaranties**

The performance of Insight Health´s services in due time is depending on the delivery of data by different data sources. Should the delivery of data to Insight Health by the data sources be delayed and consequently the performance of Insight Health´s services be delayed, Insight Health shall not be held responsible for such delay. Insight Health will immediately perform its services after the cessation of the hindrance. However, the customer can reduce the payment in case of a final failure in subsequent performance.

### **5. Miscellaneous**

Assurances as well as changes of an agreement are only binding when they are done in writing. This also applies to this clause. Instead of the written form the signature can also be made as electronic signature by using a signature software (such as DocuSign).

### **6. Place of Legal Proceedings.**

All commercial relations between Insight Health and its customers shall be governed by the material laws of the Federal Republic of Germany. Any legal proceeding which arises from such commercial relation shall exclusively be held with the court of Wiesbaden in case that the customer is a merchant, a legal entity of public law or special fund of public law.