

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

Subscribed or successive services are invoiced quarterly or yearly. The invoice is due to be paid 14 days after receipt. Should the customer not pay in due time, INSIGHT 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.

Fixed prices exceeding a one year period include - if not otherwise agreed on - discounts. Should prices be fixed for a period exceeding one year, only the minimum term of the agreement is fixed. Should prices for continuous services (such as subscriptions, successive services, licenses, etc) 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. 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 restrictions of the Bundesdatenschutzgesetz (Federal Privacy Act) 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. Property

All copyrights and commercial rights, all rights in databases and parts thereof, in data-structures and computer programs shall remain the property rights of INSIGHT Health.

5. 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.

6. Miscellaneous

Product descriptions in brochures and on the INSIGHT Health website are not binding. Assurances as well as changes of an agreement are only binding when they are done in writing. This also applies to this clause.

7. 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.