

Valid from 01. August 2026

Special Terms and Conditions

Forwarding of data

1 Introduction

1.1 General

The "Special Terms and Conditions: Forwarding of data" of HCI Solutions Ltd («HCI») shall apply to the customer in addition to the contract, including any annexes, other Special Terms and Conditions and the General Terms and Conditions (GTC). In the event of contradictions between individual components of the contract, the following order shall apply: i) individual contract, ii) annexes to the individual contract, iii) Special Terms and Conditions and iv) the GTC.

1.2 Definition of terms

Contract

A "Contract" within the meaning of these GTC is concluded when the customer/user accepts an offer from HCI. These GTC shall form an integral part of the Contract, unless expressly agreed otherwise in writing in the Contract.

HCI-Services

If the term "HCI-Services" is used, this refers to the offer in Section 2. of the GTC.

Customers

The term "Customer" is used in connection with entities who use HCI-Services. In particular – but not exclusively – these include system providers, platform providers, hospitals, and pharmacies.

User

The term "User" is used in connection with entities who make use of HCI-Services on the basis of a Contract with a Customer. In particular – but not exclusively – these include service providers and patients.

2 Forwarding of HCI-Services by Customers for Users

2.1 Rights of use for HCI-Services

The Customer is entitled, insofar as this has been contractually guaranteed, to offer the HCI-Services specified in the Contract, together with the Customer's software products, to Users for use.

2.2 Rights of HCI; authorisation of the Customer

All rights to the HCI-Services, in particular copyright, are held exclusively by HCI in relation to the Customer and the

Customer is only authorised to forward the HCI-Services and to reproduce and forward these to Users to the extent and under the conditions agreed in this Contract and for the duration of this Contract.

2.3 Scope of the authorisation for forwarding

HCI grants the Customer the authorisation to offer Users the HCI-Services defined in the Contract. For this purpose, the Customer is entitled to make the copies of the agreed HCI-Services required by the individual Users and to pass them on to the Users. The authorisation granted to the Customer applies to the territory specified in the "General Terms and Conditions (GTC) of HCI." Section 6.3 and is non-transferable.

2.4 Rights of HCI; authorisation of the User

Authorisation to reproduce the HCI-Services is restricted exclusively to Users who purchase these services for use in combination with the Customer's software products and with whom the Customer has concluded a user agreement.

2.5 Breach of the user agreement by the Customer / User

Any identified violations of the terms of use by Users must be remedied by the Customer immediately, otherwise the Customer shall be liable to HCI for the violation of the terms of use.

2.6 HCI' responsibility for technical and content-related defects

With regard to the responsibility of HCI in connection with any technical defects and errors in the content of the HCI-Services, the relevant provisions of the Contract shall apply. Under no circumstances is HCI responsible for defects or errors in the HCI-Services passed on to Users by Customers, in particular in copies of these services containing defects or errors caused by any act or omission on the Customer's part. This includes, but is not limited to, the improper production of copies forwarded to Users or the use of unsuitable or defective data carriers or data transmission methods or the use of outdated data by the Customer.

2.7 Right of HCI to carry out checks (audit)

HCI is entitled to have the number of Users of the Customer checked – insofar as they are entities which can be audited – once a year by a trust company (e.g. Ernst & Young) obliged to maintain confidentiality with regard to the Customer's

business secrets on behalf of HCI. If it is found that the actual number of Users exceeds the number defined in agreement with HCI, HCI shall be entitled to subsequently invoice for payment in accordance with the tariff valid at the time of the check. If the actual number of Users exceeds the defined number, the Customer shall also bear the costs of the check; if this is not the case, HCI shall bear these costs.

3 Customer's obligations to cooperate and responsibilities

3.1 Obligation to update

To remain usable, the HCI-Services must be updated regularly by the Customer and User. HCI reserves the right to discontinue updating obsolete systems (such as Documedis 2018-01) after a certain period of time and to shut them down with a notice period of six months. HCI reserves the right to switch off older interfaces earlier, especially if this must be done for security reasons. Notification of this will be sent out via the HCI website and/or via release notes and/or via e-mail. The Customer undertakes to ensure that the joint Users can adopt the updated versions of the HCI-Services provided by HCI in their respective software in a timely, periodic, manual or automatic manner. The Customer can also be instructed by the User to perform the update for them.

3.2 Compliance with procedures and specifications

The Customer must observe the relevant processes in relation to HCI and comply with the technical and content-related specifications of HCI in accordance with the various HCI-Services available on the HCI website, e.g. user manuals. In particular, the master data and services provided by HCI must be implemented correctly in the software in terms of content and science.

3.3 Customer's obligations to provide information

The Customer shall inform HCI on an ongoing basis and without being asked to do so:

- a) of changes to its own company as well as changes to joint Users via email to sales@hcisolutions.ch
- b) of the occurrence of safety-critical errors in the HCI-Services within 24 hours, in particular – but not exclusively – if HCI-Services which are medical devices (e.g. Documedis CDS.CE) are concerned, the provisions of Section 2.6 apply
- c) If applicable: installation of its software with HCI master data for a new Customer
- d) If applicable: installation of its software with access to HCI master data for a Customer at least twice a year, on 30 June and 31 December respectively

3.4 Changes to HCI-Services by the Customer

The Customer shall be solely responsible for the software products into which it integrates the HCI-Services and for any reformatting, restructuring and additions to these products and/or changes to their content and/or their assignments and/or allocations resulting from the processing of the HCI-Services carried out by it itself or by third parties on its behalf. The Customer shall also be responsible for any incomplete or incorrect transfer of the HCI-Services from one software

product to another or to other systems. The Customer is therefore obliged to indemnify HCI in full against all third-party claims caused by such reformatting, restructuring, additions and/or changes to the content of the service packages or defects in the integration of the HCI-Services into the software products used by the Customer or the defective transfer of HCI-Services from one software product to another or to other systems or defects in the software products themselves, including any lawyer's and court costs.

The Customer is also obliged to include a disclaimer in its software and documentation that is recognisable to Users, stating that the Customer is liable for any errors, defects and damage caused by integration, reformatting or other technical changes to the master data provided by HCI, but that the User is liable for all decisions made on the basis of the data provided.

3.5 Non-compliance with the Customer's obligations to cooperate / responsibilities

Failure by the Customer to comply with its obligations to cooperate and responsibilities in terms of deadlines or quality may lead to delays, errors, disruptions and additional work (e.g. due to the need to repeat work). HCI is entitled to invoice the Customer for additional work and additional costs it incurs due to a lack of or insufficient cooperation on the part of the Customer or due to incorrect information or instructions by the Customer at HCI's current fee rates. HCI shall be released from all liability and warranty in connection with the non-fulfilment of the Customer's obligations to cooperate and responsibilities in terms of deadlines and/or quality.