

Special Terms and Conditions

System providers and/or end customers

1 Introduction

1.1 Subject

The "Special Terms and Conditions: System providers and/or end customers" 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 Special Terms and Conditions is concluded when the customer/user accepts an offer from HCI.

HCI-Services

If the term "HCI-Services" is used, this refers to the offer in Section 2.1.

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 HCI offerings

2.1 Offering

HCI provides services in the healthcare market on the basis of data. These services are divided into different offerings, each of which consists of several service components, such as data collections, web-based services and services for updating and providing data. In connection with the data that is the subject of the data services within the individual offerings, a distinction is made between the access methods (definitions and schemas of the queries), the structures (internal structure of the data, relationships between the individual data elements), the functionalities and the actual data content. In

the following, use of the term "HCI-Services" should be understood to mean all these different aspects. The details of the offerings and HCI-Services agreed with the Customer/User are set out in each case in the Contract, including the contractual components.

2.2 Integration into software products

In order for a User to be able to use the HCI-Services, the Customer must integrate those services into the software products designated for the use of the service packages. These integrations are outside the area of responsibility of HCI and are either offered by the respective Customer to the standard of its software products or must be agreed individually between the User and the Customer.

The Customer may only develop the software (if applicable, in accordance with User-specific requirements) and grant licences thereto insofar as the User itself has entered into a valid Contract with HCI governing the use of HCI-Services or the Customer has a data sharing agreement with HCI, as defined in the Contract and in accordance with the "Special Terms and Conditions: Forwarding of data, Section 2 et seq.". Apart from this requirement, the agreement between the Customer and the joint User – with regard to the integration of HCI-Services – is an existing agreement independent of HCI and the Customer.

2.3 Component of the Contract

HCI grants the Customer/User access rights by means of a licence to integrate the HCI-Services into its software for use by the User. This licence is an integral part of the Contract.

3 Services and responsibilities of HCI

3.1 Changes to access methods and data structures

HCI shall periodically update and supplement the interfaces and structures of the services provided by HCI-Services and shall make the resulting new versions available to the Customer online. The Customer will be notified of such changes to existing access methods, structures or functionalities of the HCI-Services as part of a new release electronically in a timely manner by means of an announcement on the HCI website and/or by providing the release notes. This is done in advance, or at the time at which a new release goes live at the latest. Changes to the access methods and/or structures of the HCI-Services that must be made following mandatory modifications in line with third-party specifications (in particular modifications of a technical

nature, or those made due to legal requirements or to remedy any deficiencies in the HCI-Services) remain reserved.

3.2 Access rights

HCI shall provide the Customer with suitable access rights (e.g. logins, passwords or tokens) to access the web-based services. The handling of access rights is explained in Section 7.1.

3.3 Protective measures implemented by HCI

HCI takes appropriate measures to protect HCI-Services from negative external influences (viruses and other harmful programs, unauthorised access to systems and data, etc.). However, HCI cannot guarantee that these measures will be effective in all cases. For this reason, the Customer/User cannot rely on them to protect their own systems and data. The Customer/User remains responsible for taking their own measures against negative external influences.

3.4 Support hotline

HCI operates a support hotline for questions from the Customer/User in connection with HCI-Services.

3.5 Support services provided by HCI

HCI may charge the Customer/User for individual additional services in accordance with the Contract or the current fee rates of HCI in order to support the Customer/User; these services include, but are not limited to, support with integration, individual structuring, further processing and referencing, all of which form part of the HCI-Services.

4 Rights of use

4.1 No exclusivity

The Customer/User has no right to exclusive use of the service packages or the systems used by HCI in connection with these (hardware, software, communication infrastructure, etc.). HCI is free to also offer the HCI-Services to other Customers/Users.

4.2 Rights of HCI; Customer's right of use

All copyrights and other property rights in connection with the HCI-Services shall be held exclusively by HCI in relation to the Customer/User. For the duration of the respective Contract, the Customer/User shall have only non-exclusive and non-transferable right of use. In each case, these details are explained in the offer and Contract.

4.3 Scope of use

a) The scope of the Customer/User's right to use the HCI-Services is determined in accordance with the Contract. This licence is materially limited by the Customer/User to the respective service package licensed by HCI to the joint Users.
b) The licence is geographically limited to the territory of Switzerland and the Principality of Liechtenstein; all information provided by HCI via data master files may only be used in this contractual territory.

c) No address data (so-called partner data) may be used by the Customer/User or the joint User for mass or marketing mailings (print, electronic); use of this kind does not form part of this Contract.

d) The Customer is not permitted to sub-license or assign this information to third parties without written consent in the Contract.

4.4 No right to distribution or online access for third parties

In particular, this Contract does not give the Customer/User any right to grant online access to third parties, in particular components belonging to the HCI-Services.

4.5 Terms of use

The following terms of use apply to the deployment and use of the HCI-Services:

a) All rights, in particular copyright, to the HCI-Services, including their assignments and allocations, belong exclusively to HCI.

b) The Customer/User acknowledges that, irrespective of the protectability of the HCI-Services, they only have the limited, non-exclusive and non-transferable authorisation for the duration of this Contract to use the HCI-Services in accordance with the terms of these Special Terms and Conditions within the scope of the right of use acquired by them in accordance with Section 4.3 within their own company and limited to their own business purposes.

c) Unless expressly agreed otherwise, the Customer/User is prohibited from copying the HCI-Services (with the exception of the creation of the working copies required within the scope of the granted right of use and a backup copy) or from making them available to third parties or from granting them access to the HCI-Services, except in connection with supporting the Customer's users to the extent necessary within the scope of the activities set out in letter e and letter f) below.

d) The Customer is permitted to integrate the HCI-Services into software products offered by the Customer. The Customer may make the necessary alterations to the HCI-Services for the purpose of integrating them into the software products. The foregoing is without prejudice to letter f).

e) The Customer is free to change and alter the HCI-Services beyond the scope specified in 0. HCI accepts no liability in this context, in particular for changes to the content of the data made available to the Customer, including their allocations and assignments. This does not apply to acceptance in accordance with "Special Terms and Conditions: Forwarding of data, Section 2.3".

f) The Customer is entitled to structure and/or supplement the HCI-Services in accordance with its specific requirements. If this concerns medical devices, the Customer assumes the role and responsibility of a manufacturer in accordance with the Medical Devices Ordinance. HCI shall not acquire any rights with regard to the Customer-specific structuring and/or additions to HCI-Services, even if it supports the Customer in this regard. This does not apply to acceptance in accordance with "Special Terms and Conditions: Medical device, Section 2.2".

g) Any use of the HCI-Services by the Customer/User that goes beyond the provisions of letter a) to letter f) is prohibited.

5 Use of web- and application-based services as a medical device

5.1 Responsibility of the User

HCI provides a user manual for medical devices (e.g. Documedis CDS.CE). The Customer is responsible for ensuring that Users have read the user manual, in particular the contraindications and risks. The HCI-Services are not used to detect, monitor, treat or alleviate diseases and may therefore not be used to automatically inform treatment decisions, manage automated therapeutic processes or similar. The decision and ultimately the responsibility always lies with the User.

5.2 Obligations to cooperate and report, warranty claims

Technical and content-related errors or defects identified by the Customer/User while using the medical devices must be reported to HCI by the Customer/User's IT department or by the customer partner via e-mail within 24 hours of their discovery and of a preliminary assessment being carried out. The contact details including the on-call number can be found in the user manual of the product. This applies in particular to serious incidents with a reporting obligation in accordance with Art. 66 MedDO.

HCI shall keep a corresponding log of the error/defect reports communicated to it in this way. The prioritisation of error/defect reports is at the discretion of HCI. Errors/defects may only be rectified in accordance with the current development schedule of HCI or the requirements of MedDO. No further warranty claims exist in connection with HCI-Services categorised as medical devices, and such claims are hereby excluded.

6 Operation of the web- and application-based services of HCI

6.1 Service level

HCI does not guarantee error-free and continual operations with respect to the HCI-Services, nor that its Internet connection will remain uninterrupted. HCI proactively monitors the proper operation of its websites, web and application services and its Internet connection and makes reasonable efforts to eliminate errors and disruptions. If HCI carries out measures to care for and maintain its infrastructure or to modify it, use of the HCI-Services may be temporarily suspended. If such operational interruptions can be scheduled, HCI shall announce them in good time in advance.

6.2 Performance

Due to the networked nature of the Internet, no end-to-end performance values can be guaranteed. The time needed for the database query may vary and depends on the volume.

6.3 Availability

a) An availability of 99.5% per calendar year is guaranteed. The availability and effective duration of downtime are measured using external monitoring tools.

b) The response time is four hours during office hours (8:00 am-5:00 pm) on working days (Monday-Friday), excluding public holidays in the canton of Bern. The response time is the period of time between the receipt of a fault report by e-mail or telephone to the hotline (tel. +41 58 851 26 00) and confirmation to the notifier.

c) Faults will be rectified on working days (Monday-Friday) from 8:00 am to 5:00 pm, taking into account the availability guaranteed in letter a, excluding public holidays in the canton of Bern. The troubleshooting time is the period of time between the confirmation of receipt of the fault report by e-mail or telephone to the hotline (tel. +41 58 851 26 00) and the resolution of the incident.

6.4 Maintenance window/permitted downtime

a) Planned service interruptions

Planned service interruptions are interruptions to operations which are announced to the Customer by HCI in good time, but at least 24 hours in advance, in writing or in another form enabling proof in text format, and which are necessary to carry out service interruptions in connection with HCI-Services. Interruptions to operations are only considered planned service interruptions and thus permitted downtime if the aforementioned notice period has been observed by HCI and the interruption to operations does not exceed the duration specified. The time by which the effective interruption to operations exceeds the duration announced by HCI by more than 24 hours is no longer considered permitted downtime.

Extraordinary maintenance window

In the event of an extraordinary maintenance window, HCI undertakes to announce this within a period of seven working days in advance.

c) Unplanned service interruptions

Unplanned service interruptions are interruptions to operations which HCI is obliged to implement without prior notice in accordance with letter a above. Interruptions to operations that have not been announced in accordance with letter a shall only be considered unplanned interruptions to services and thus as permitted downtime to the extent that they do not exceed 24 hours per month.

7 Cooperation obligations and responsibilities of the Customer/User

7.1 Managing access rights

The Customer/User is responsible for ensuring that the access rights assigned to it are not disclosed to unauthorised third parties and that these third parties are prevented from using the service packages. If the Customer/User has reason to believe that an unauthorised third party or unauthorised employee of the Customer/User has become fully or partially aware of its access rights, it must inform HCI immediately. Until HCI confirms it has deactivated the relevant access rights or

changed the passwords or tokens based on a corresponding notification from the Customer/User, the Customer/User shall be solely responsible for all use or misuse of its access rights. In the event of a difference of opinion regarding the use or misuse of the access rights assigned by HCI to the Customer/User or created by the latter itself, the available records created by the software controlling access to the service packages shall be binding on the parties.

7.2 Protective measures

The provision and any necessary adaptation of the IT systems required for the use of HCI-Services as well as the training of employees is the sole responsibility of the Customer/User. The Customer/User must also take appropriate measures against non-contractual and/or unlawful use and/or against harmful data including, but not limited to, viruses, ransomware or spyware. HCI is entitled to block access to the HCI-Services immediately and without prior warning if it has justified grounds to suspect that any such non-contractual and/or unlawful use and/or harmful data originated from the Customer/User's systems. The blocking will only take place once HCI has been able to ensure that there is no longer any risk due to non-contractual and/or unlawful use and/or harmful data. The Customer/User must fully indemnify and hold harmless HCI from third-party claims in connection with non-contractual and/or unlawful use of HCI-Services and/or harmful data originating from the Customer/User's domain. These provisions also apply to the forwarding of HCI-Services in accordance with the "Special Terms and Conditions: Forwarding of data, Section 2 f".