

GENERAL BUSINESS CONDITIONS



**CompuGroup
Medical**

Contractual relations between Lauer-Fischer GmbH – hereinafter referred to as “CGM LAUER” – and the customer – hereinafter referred to as the “customer” or “user” – shall be governed by the agreements in respect of the General Contractual Conditions designated in the order and set out below and by the Special Contractual Conditions applicable to the respective type of agreement. In the event of a conflict of provision, the Special Contractual Conditions shall take precedence over the General Contractual Conditions.

CGM LAUER reserves the right to amend the present General Business Conditions at any time (e.g. in the case of a change to the legal situation, in the event of adaptations which are necessary for compliance with statutory stipulations and following judicial decisions in the Supreme Court, changes to market circumstances etc.) upon adherence to an appropriate notice period of at least six weeks. Notice is given by means of Internet publication of the amended General Business Conditions and specification of the time when said amended General Business Conditions shall enter into force on the website www.lauerfischer.de/agb website https://www.cgm.com/deu_de/produkte/apotheke/agb-cgm-lauer.html and by means of a separate indication on the invoices issued by CGM LAUER. The amended General Business Conditions shall be deemed to have been accepted if the customer does not submit an objection within six weeks of announcement of amendments. Announcement of the amendment will make specific reference to the significance of the six week deadline.

Part A General Contractual Conditions

1. Application

1.1 All deliveries and services shall be provided solely on the basis of the present General Business Conditions. The present General Business Conditions apply to all future business relations even if not expressly re-agreed.

1.2 Divergent terms and conditions are hereby excluded.

2. Order, contractual object

2.1 The user shall be bound by an order for a period of six weeks following receipt of order by CGM LAUER. A contract shall enter into effect as soon as CGM LAUER has accepted the order in writing.

2.2 To the extent that an order relates to products which CGM LAUER does not manufacture and sources from third parties, in particular hardware, duty to deliver on the part of CGM LAUER is subject to timely supply to CGM LAUER. This only applies insofar as non-delivery is not the fault of CGM LAUER. In the event of non-delivery, CGM LAUER reserves the right to supply the user with an equivalent component including from a third party provider instead of the component specifically ordered as long as this is reasonable for the user.

2.3 If the user enters into more than one contract, these are not mutually dependent in terms of legal content and legal status.

2.4 Insofar as agreed within the scope of a continuing contractual obligation entered into with the user, CGM LAUER will make further developments and supplementary performance available to the user within the framework of agreed maintenance services. No right to the implementation of specific customer preferences within the scope of said product development exists on the part of the user unless something to the contrary has been agreed.

2.5 The parties are aware that the technological products deployed, in particular the software as well as the hardware, are subject to ongoing technical development. Therefore, and within the scope of a continuing contractual obligation, CGM LAUER is, in addition to and beyond any product maintenance that may have been agreed, entitled to adjust the contractual performance of CGM LAUER accordingly as a result of regulatory changes which occur after conclusion of contract (amendments to legislation or to legislative ordinances or as a result of changes to case law) or as a result of technical changes to the general conditions relevant to the contract or as a result of changes on the part of third party suppliers to CGM LAUER or as a result of general product developments or as a result of any other reasons. Notwithstanding this, the above shall only apply to the extent that said adjusted contractual performance is not unreasonable for the user against the background of the agreement specifically concluded, to the extent that particular due regard is

given to the user's interests and to the extent that amendment of performance does not lead to a considerable alteration in the balance of the contractual performance and counter performance.

2.6 To the extent that CGM LAUER undertakes fundamental and general change pursuant to the post-contractual circumstances stated in Clause 2.5 (2) above, including in respect of the contractual product deployed by the user (product switch), CGM LAUER shall be entitled to act at its own discretion in choosing to fulfill its performance obligations vis-à-vis the user via provision of the new product instead of the original contractual product insofar as this is not unreasonable for the end customer within the meaning of Clause 2.5 above. The user will be notified in writing of a relevant product switch and of any adjustments to remuneration in a timely manner at least five months prior to implementation of the product switch. In such a case, the user shall be accorded the right of special termination of the continuing contractual obligation by giving notice of at least one month prior to the product switch that has been announced insofar as remuneration for the product in question increases by more than an annual average of 10% as a result of the product switch.

2.7 The user shall bear any costs which are incurred on the part of the user by dint of the aforementioned adjustment of performance or product switch (such as with regard to procurement of new hardware or software or changeover works).

2.8 Notwithstanding this and in the event of a product switch pursuant to Clause 2.6 above, CGM LAUER shall be entitled to choose not to extend the existing contract with the user and shall retain the right of special termination of said existing contract by giving notice of at least three months to the time at which the product switch takes place. CGM LAUER will notify the user of these circumstances at the earliest possible juncture and no later than five months prior to the time at which the product switch takes place.

3. Remuneration, payment conditions

3.1 Fees result from order acceptance. They are subject to value added tax at the respective statutory rate.

3.2 Right of retention or the right to set off claims on the part of the user is excluded unless the counterclaim is acknowledged or established in law.

3.3 In issuing a direct debit authorization, the customer is required to ensure at all times that sufficient funds are available in the account nominated. In the event that the customer is in culpable breach of this obligation, CGM LAUER may require reimbursement from the customer of bank chargeback fees or of postage and material costs specifically incurred in individual cases.

4. Price adjustment

In the case of continuing contractual obligations (leasing agreements for hardware and/or software, software maintenance agreements) and in the event of a change to the factors affecting costs of performance (implementation of statutory or official stipulations affecting the service provision, costs of human resources, materials and equipment, price increases by suppliers), CGM LAUER reserves the right to adjust its remuneration for such service provision in accordance with the change in such factors and in line with its share of the remuneration after having provided written notification and after stating a period of notice of at least two months. CGM LAUER may also amend remuneration by providing written notification within the same deadline if and to the extent that other reasons dictate that the agreed remuneration is no longer in accordance with customary market practice or is no longer appropriate. In such a case, CGM LAUER will exercise its own just and fair discretion in amending remuneration (§ 315 German Civil Code, BGB). Such a price adjustment in accordance with the aforementioned measures may occur in the form of a price increase if costs of provision of the relevant performance rise. By the same token, CGM LAUER will instigate a price reduction if and to the extent that costs of provision of the relevant performance fall. In no case will the amended remuneration exceed the generally applicable list prices of CGM LAUER at the time when the amendment for the relevant services becomes effective. If remuneration for the relevant service provision rises by a total of more than ten percent within one contractual year, the user may terminate the contract after having given notice of one month to the announced time

at which the increase in remuneration enters into force.

5. Contractual term for continuing contractual obligations

- 5.1 The respective agreements are concluded for the term determined by the user in the order. The term shall commence at the earliest on the 1st of the following month after equipment setup or software transfer, unless otherwise agreed. To the extent that acceptance is required, the term shall commence upon acceptance. After expiry of the agreed contractual term, the agreement shall be extended by a further year in each instance, insofar as one of the contractual parties does not terminate the contract in adherence with a notice period of three months prior to contract expiry.
- 5.2 The above is without prejudice to the right to terminate agreements for a compelling reason without any requirement to give notice. A compelling reason which entitles CGM LAUER to terminate the respective agreements with immediate effect is in particular deemed to be in place if the user is in payment arrears dating back more than two months or if partial amounts totaling more than two monthly payments are owed or if the user is in breach of material provisions, in particular such provisions as are set out in Clause I. Paragraphs 2 and 3 and Clause II. 1 Paragraph 2 of the Special Contractual Conditions.
- 5.3 The contractual term also applies to all equipment, elements and additional equipment by which the contractual object is subsequently extended by dint of supplementary written agreements of the contractual parties.
- 5.4 In the event that CGM LAUER is entitled to terminate a continuing contractual obligation without any requirement to give notice for a compelling reason that is the fault of the customer, CGM LAUER shall, at the time when termination becomes effective, have the right to require payment of compensation in the form of outstanding remuneration or of remuneration yet to fall due in accordance with the ordinary course and term of the agreement whereby CGM LAUER shall be required to allow due credit for the advantages and cost savings it has accrued as a result of premature end of the agreement. In such a case, the user shall have the right to demonstrate that CGM LAUER has not incurred any damage as a result of termination or that the damage incurred is lower than that asserted.
- 5.5 To the extent that CGM LAUER assigns third party licenses, the contractual term shall be bound to the duration of the terms agreed with the respective licensors. Should these be ended during the term of the agreement concluded with the user due to circumstances for which CGM LAUER is not responsible, an extraordinary right of termination shall be conceded to CGM LAUER with regard to the respective license contract with a notice period of 3 months to the end of the month.

6. Liability/force majeure

- 6.1 CGM LAUER shall be liable in accordance with the statutory stipulations for damages resulting from intent or gross negligence on the part of CGM LAUER and shall further be liable in accordance with the statutory stipulations in the event of intentional or grossly negligent breach of duty by a legal representative or vicarious agent of CGM LAUER and shall further be liable within the scope of the German Product Liability Act and on the basis of non-fulfillment of any guarantees which may have been assumed.
- CGM LAUER shall further be liable for damages to life, limb and health or for damages that occur as the result of intentional negligent breach of duty by CGM LAUER or as a result of intentional or negligent breach of duty by a legal representative or vicarious agent of CGM LAUER.
- 6.2 In the event of ordinarily negligent breach of material contractual obligations (cardinal duties), liability shall be limited to foreseeable damages typical to the type of contract. In this case, the term "material contractual obligations" is understood to refer in an abstract way to duties which must be fulfilled for the proper execution of the contract and which the respective other party customer may ordinarily rely upon to be fulfilled.
- 6.3 To the extent that CGM LAUER passes on third party products or right (in particular licenses) to the user within the scope of the ag-

reements that have been concluded, CGM LAUER shall only be liable for damages or defects in respect of said products and rights to the same degree that the third party is liable vis-à-vis CGM LAUER. Any further claims are excluded.

- 6.4 The LAUER-TAXE contains data from the following suppliers.
- Werbe- und Vertriebsgesellschaft Deutscher Apotheker mbH, ABDATA Pharma Data Service Division
 - Deutscher Apotheker Verlag Dr. Roland Schmiedel GmbH & Co
 - mmi - Medizinische Medien Informations GmbH
- The respective origin of the data is stated in the LAUER-TAXE. CGM LAUER includes this data in the LAUER-TAXE in unchanged form without carrying out counterchecks. Nor is it required to conduct any such checks. For this reason, CGM LAUER cannot be held liable for the accuracy, completeness, correctness, current validity, quality or freedom from errors of this data or its suitability for certain purposes.
- 6.5 The user is required to produce back-up copies to the extent required and to perform data back-up on at least a daily basis. In the event of data loss and associated consequential damages, CGM LAUER will only be liable with the scope of the costs incurred by the user in order to restore data from the back-up copies kept by the user.
- 6.6 The above limitations to liability further apply in respect of the personal liability of staff, representatives and executive bodies of CGM LAUER.
- 6.7 Claims for compensation or for reimbursement of unnecessary expenditure shall – in the absence of liability pursuant to the statutory stipulations – lapse one year after transfer of the object of delivery or one year after acceptance to the extent that the law governing contracts for work and services is applicable. Reductions in statutory limitation periods do not apply to damage to life, limb or health or to other damages caused by gross negligence or intent on the part of CGM LAUER.
- 6.8 Liability for errors arising on the basis of defective or incorrect operation of the systems is excluded. The user is informed that participation in training sessions is conducive to proper operation of the systems.
- 6.9 Insofar as and to the extent that fulfillment of the contract by one of the parties is delayed, restricted or rendered impossible by dint of circumstances of force majeure occurring after conclusion of the agreement, then such a party shall not be deemed to be in breach of duty and will furthermore be exempt from any obligation to provide performance pursuant to the present agreement for the duration of and in respect of the scope of circumstances of force majeure. Agreed deadlines will be extended in line with the duration of the effect caused by the force majeure, and an appropriate lead time will be allowed in addition.

Examples of force majeure include but are not restricted to war, military conflicts, acts of terror, hacker, virus and other cyber attacks and malware which originate externally and which cannot be avoided or averted even if a reasonably expected degree of care and attention is exercised, unrest, blockades, confiscations, expropriations, embargoes and strikes caused for reasons which are not the responsibility of the party required to provide performance. Force majeure further encompasses cardinal legal amendments, government measures, decisions by official bodies, epidemics, pandemics, storms, floods, fires, other natural disasters and other circumstances which are not the responsibility of the party required to provide performance.

In the event of occurrence of a case of force majeure, each contractual party will act without delay in notifying the other contractual party.

Duty of the other party to render payment will also lapse in line with the exemption of the respective party from obligation by dint of force majeure as mentioned above.

7. Duty of cooperation of the user

- 7.1 If CGM LAUER undertakes the agreed activities at the user's premises, it shall be incumbent on the user to ensure that necessary prerequisites are fulfilled (e.g. access to the relevant connections and computer systems, proper installation state, power supply, etc.).

- 7.2 The prerequisite for service provision by CGM LAUER is that the user should, upon conclusion of the agreement, nominate to CGM LAUER qualified employees who are then accorded sole permission to request the contractual maintenance services from CGM LAUER. Said qualified employees will have a particular responsibility for instigating service and support calls and shall be authorized to make the necessary decisions for contract performance. The user shall be required to notify CGM LAUER without delay of any staff changes arising in this regard. In the event of a staff change, the user is required to ensure the qualification of the employees is maintained or improved as necessary via additional training courses provided by CGM LAUER.
- 7.3 The user is required to make every endeavor to provide qualified reporting of errors and/or inquiries. A qualified report includes in particular a precise statement and description of the functional defect and also precise information on the product, software module or release used. A qualified error description particularly encompasses the urgency and impact of the functional defect and also information on any changes in the system environment if applicable. At the request of CGM LAUER, the user is further required to provide CGM LAUER with all necessary data, log files, reports and other information serving the purpose of processing the case.
- 7.4 Insofar as, for the purpose of error rectification or the performance of other contractual services provided by CGM LAUER, access is required by CGM LAUER to the user's data back-up or to the user's IT systems during the course of remote maintenance or other work which enables perusal of personal data (in particular patient data) of the user by CGM LAUER, then the user shall, prior to availment of such services from CGM LAUER, be required to enter into a processor contract governing the protection of personal data (Article 28 GDPR). CGM LAUER shall not be obliged to commence provision of the stated services until such an agreement governing data privacy has been concluded.
- 7.5 The user shall be required to act independently in instigating the necessary measures to back up the data employed. The user will in particular create back-up copies of its data to the extent required in each instance. In every case, the user will back up the entire current database on at least a daily basis on a separate data storage medium.
- 7.6 The customer shall be required to prevent access to passwords and access data by unauthorized third parties and to alter passwords regularly.
- 7.7 The customer is required to use strong passwords (containing at least 10 characters and incorporating at least three of the following categories: capital letters, lower case letters, figures, special symbols). Passwords and access data must be kept confidential from third parties, and passwords must be altered if there is a suspicion of compromise.
- 7.8 The user is required not to store any data in the data storage space made available if the use of such data breaches applicable laws or government directives or if rights of third parties or agreements concluded with third parties are infringed. The user will deploy measures which are in accordance with the latest status of technology (e.g. virus protection programs) to check the data for viruses or other harmful components prior to its storage or use in the software.

8. Limitation/other

- 8.1 Claims for subsequent performance on the part of the user shall lapse one year after the time at which the user gained cognizance of the respective defect for the first time or would have gained such cognizance had there been no gross negligence. Reductions in statutory limitation periods do not apply to damage to life, limb or health or to other damages caused by gross negligence or intent on the part of CGM LAUER.
- 8.2 Transfer by the user to third parties of rights and duties arising from the present agreement shall require the written consent of CGM LAUER. CGM LAUER is entitled to cede claims arising from the agreements for financing purposes.
- 8.3 No verbal side agreements to the agreements have been made. Amendments to the present agreement shall require the written form unless the parties have agreed differently on an individual case basis. Notices of termination shall not be valid unless given

in writing.

- 8.4 Legal relations between the contractual parties are governed by the law of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.
- 8.5 If the user is a dispensing chemist or a Registered Trader as defined pursuant to §§ 1 ff. German Commercial Code, HGB, exclusive place of jurisdiction for all legal disputes arising from the agreements contained within the present General Business Conditions shall be Koblenz.

Part B Special Contractual Conditions

I. Hardware and software purchasing contracts

1. Purchase of hardware

- 1.1 CGM LAUER sells to the user the objects described in further detail on the order form or technically equivalent objects. Delivery shall provisionally take place in the calendar week stated on the order form to the address stated by the user.
- 1.2 CGM LAUER shall install the equipment directly after arrival at the installation site and following consultation with the user. The user is responsible for ensuring that the necessary prerequisites for installation are met (sufficiently stable power supply, specially secured circuit, proper installation of other systems and equipment, in particular network cabling, etc.).

2. Purchase of software

- 2.1 Within the scope of the software purchase contract, CGM LAUER accords the user the simple, non-exclusive and non-transferable right to use of the programs described in further detail on the order form for the intended number of network workstations. All copyright to software and to the content of software remain remains with CGM LAUER.
- 2.2 The user's attention is drawn to the fact that some programs constitute a database within the meaning of §§ 87 a-e of the German Copyright Act and that further dissemination of the data is not permissible pursuant to § 87 b of said act.
- 2.3 The user is not entitled to perform the following actions in respect of the programs and the data provided by CGM LAUER either in whole or in part.
 - Reproduce or copy programs or data, with the exception of a back-up copy for archiving or back-up purposes.
 - Make programs or data accessible to third parties directly or indirectly, whether free of charge or in return for payment.
 - Change or decompile programs or data.
 - Use programs or data at more workstations than stipulated on the order form.
- 2.4 The same applies to all procedural techniques and knowhow of CGM LAUER of which the user may have become aware. The user is not entitled to remove indications of the rights of CGM LAUER to copies. CGM LAUER's copyright notice must be added to copies.
- 2.5 The user recognizes that, in some cases, CGM LAUER can only transfer use within the scope of licenses transferred to CGM LAUER by third parties. CGM LAUER undertakes to notify the user of the scope of use on request. Where necessary, the user undertakes to sign the necessary agreements with third parties within the scope of the contractual relationship of the parties.
- 2.6 The user is required to notify CGM LAUER in writing without delay if the user learns of circumstances which imply that a third party is using the programs in an unauthorized manner. The user undertakes to notify all employees involved with the programs of the existence of the present agreement and to impose relevant obligations on said employees, in particular in accordance with the paragraphs set out above. In all cases of infringement of the obligations herein above stated, the user shall pay a contractual penalty in the amount of €5,000. This shall be without prejudice to the right to assert claims for further damages.

3. Transfer of risk

Risk of accidental destruction of and of accidental impairment to goods shall pass to the user once goods are handed into the care of the forwarding agent or carrier or into the care of any other person assigned to execute dispatch.

4. Warranty

4.1 Obvious defects must be reported in writing within two weeks of receipt of goods. The assertion of a warranty claim shall otherwise be excluded. Timely dispatch of notification of defect shall be deemed sufficient for compliance with the deadline.

4.2 In the case of purchase of hardware, CGM LAUER guarantees the proper functioning of machinery for a period of 12 months after installation.

Machinery will be excluded from the warranty if the technical specification of said machinery has been altered without the involvement of CGM LAUER or if interventions have been performed in respect of said machinery. CGM LAUER will not honor a warranty for machinery which has been fitted with additional equipment not originating from CGM LAUER unless the user is able to prove that such additional equipment does not impair the functionality of the machinery. Reductions in statutory limitation periods do not apply to damage to life, limb or health or to other damages caused by gross negligence or intent on the part of CGM LAUER.

4.3 In the case of purchase of software, CGM LAUER will guarantee for a period of 12 months following handover that the programs have been developed in line with the latest status of technology, have been carefully checked and are suitable for the processes described in the documentation on the central unit described in further detail on the order form. Reductions in statutory limitation periods do not apply to damage to life, limb or health or to other damages caused by gross negligence or intent on the part of CGM LAUER.

The user acknowledges that it is not possible according to the latest status of technology to create programs which are free from all technical imperfections

4.4 CGM LAUER shall further not be liable for errors arising in CGM LAUER's own programs because of simultaneous use of external programs.

4.5 CGM LAUER must be notified without delay of any defects occurring. Documentation which aids diagnosis should be sent where possible. CGM LAUER will rectify the defects free of charge and in consultation with the user within an appropriate period. The user shall afford CGM LAUER the necessary time and opportunity to provide subsequent performance.

4.6 The warranty is initially restricted to the repair or replacement of defective machinery or parts thereof at the discretion of CGM LAUER. Machinery or components replaced shall become the property of CGM LAUER.

If the object of delivery is software, CGM LAUER shall, until such time as a relevant update is delivered, be entitled to provide temporary subsequent performance by explaining to the user the possibilities and procedures to circumvent the defect or its impacts. The above does not apply in circumstances where such a workaround would be unreasonable for the user, in particular if this would bring about considerable disruptions to the user's operating processes. If a replacement is provided, the user will be required to accept any updated software which may be included unless this would lead to unreasonable impairments. In the case of legal defects, CGM LAUER shall act at its own discretion in either providing the user with a legally correct way of utilizing supplies and services or in amending the utilization of supplies and services in a manner that retains the agreed stipulated properties whilst ensuring that third party rights can no longer be violated and whilst also indemnifying the user against claims asserted by third parties on the first occasion on which such a request is made.

In the event of failure of remedy of defect within an appropriate period, the user may choose a reduction in the purchase price or rescission of the agreement. Clause 6 of the General Contractual Conditions shall otherwise apply exclusively.

4.7 If defects which have occurred are not covered by the warranty (incorrect operation, external influences such as solar irradiation,

incorrect power supply, electrostatic charging, etc.), the diagnosis and rectification services provided by CGM LAUER will be invoiced in accordance with the generally valid rates charged by CGM LAUER at the time of service performance.

4.8 No further warranties under the law are offered.

5. Retention of title

CGM LAUER reserves right of ownership of the objects sold until such time as full payment has been made in respect of all outstanding claims arising from the business relationship.

II. Hardware and software rental contracts

1. Contractual object

1.1 The user is entitled to use the rental object in return for payment as stated in the order. If both hardware and software are transferred to the user, this shall involve separate agreements which are independent with regard to execution and legal status.

1.2 The user is not entitled to dispose of the objects transferred without the prior written consent of CGM LAUER. In particular, the user is not entitled to transfer use to third parties and is not entitled to use the rental objects either in whole or in part at a place different to the place agreed or at additional workstations. The provisions stated in Clause 2 of the contractual conditions for software purchase apply accordingly with regard to use of the software.

1.3 Within the scope of rental agreements, CGM LAUER undertakes to maintain the rental objects in accordance with the statutory stipulations.

2. Acceptance

After provision and/or installation of the rental object by CGM LAUER, the user will be required to give formal approval of said rental object (acceptance). Prior to acceptance, the user is not entitled to use the rental object outside the operationalization necessary for acceptance (productive use). Product use of the rental object prior to acceptance shall be deemed to constitute acceptance. Refusal of acceptance despite provision in a way which is ready for acceptance shall also be deemed to constitute acceptance.

3. Warranty, liability

3.1 CGM LAUER offers a warranty within the scope of the statutory stipulations. Divergent and supplementary provisions are contained within Clause 6 of the General Contractual Conditions and Clause 1.4 of the Special Contractual Conditions.

3.2 If the user identifies a defect to the rental object during the rental period, the user shall have no rights with regard to such a defect unless CGM LAUER is notified in writing by the user within a period of four weeks after having first detected such a defect.

4. Duration of the agreement, compensation in the case of termination without notice, return on termination

4.1 Right of termination pursuant to § 580 of German Civil Code, BGB, is precluded for an agreed fixed term. No right exists to extraordinary termination of the rental agreements in the event of business cessation by the user. In such a case, CGM LAUER will only refuse consent to transfer the rights and obligations from the agreements concluded to a third party if there are compelling reasons for refusal.

4.2 Following termination of the agreement, the user is required to return the equipment to the branch of CGM LAUER responsible without delay and at the user's cost and risk. The delivery state must correspond to contractual use and to normal wear and tear arising from contractual use.

With regard to software, the user undertakes to act without delay and completely at the cost and risk of the user in returning the original programs and any copies made his expense and risk to CGM LAUER or – at the user's discretion – in deleting the original programs and copies. The User is required to confirm completeness

of the return or deletion in writing.

The above is without prejudice to the right to termination without notice pursuant to § 5 of the General Contractual Conditions.

III. Hardware maintenance contracts

1. Contractual object

CGM LAUER will care for and maintain the hardware for the user within the contractually agreed scope.

2. Scope of maintenance

- 2.1 Work will not be performed on machinery not supplied by CGM LAUER, on machinery modified with third party parts and on machinery with operating systems which are supplied or modified by third parties unless the user is able to prove that the additional equipment or third party components or third party work does not impact the functionality of the machinery. The flatrate contractual fee does not cover defects or damage caused by outside influence, by non-compliance with the specified installation conditions, by operating errors, by the use of unsuitable accessories and/or by interventions from third parties and by the reinstallation of programs not originating from CGM LAUER. Where no separate agreement has been made, an additional fee must be paid in addition to the flat fee for the rectification of such defects or damage. If necessary, CGM LAUER may replace the machinery with equivalent or better quality machinery. If spare parts are installed during maintenance, the replaced parts become the property of CGM LAUER.
- 2.2 CGM LAUER will provide specialist staff for the agreed scope of services during normal working hours from Monday to Friday (currently 8.30 am to 5.00 pm). The type and nature and time of provision of performance within normal working hours are at the discretion of CGM LAUER. CGM LAUER is further entitled to provide its service by giving advice over the telephone or via remote maintenance. In the case of remote maintenance, the user is required to permit access to the system to CGM LAUER after prior notification by telephone.

3. Warranty

CGM LAUER will guarantee proper provision of services for a period of 12 months from performance provision. Clause 6 of the General Contractual Conditions also applies.

IV. Software maintenance contracts, modification services

1. Contractual object

- 1.1 Within the scope of software maintenance, CGM LAUER undertakes to maintain operational readiness at the user's premises and to remedy errors and other defects occurring in the programs. Notwithstanding this, CGM LAUER is unable to preclude any disruption to operational readiness.
- 1.2 CGM LAUER is further entitled to perform software maintenance by telephone or online. The user explicitly declares agreement with use of an error early detection program by CGM LAUER and shall enable the necessary access to the system within this scope. CGM LAUER commits to confidentiality in respect of the data which becomes known within the scope of maintenance.
- 1.3 Within the scope of software maintenance, CGM LAUER will adapt the programs supplied to the concerns and usage needs of the market and to technical requirements. The user has no right to individual further development of the program. The user is required to accept new program versions.
- 1.4 CGM LAUER will update the data contained in the programs or additional programs within the scope of the data amendment service. The data amendment service does not mandatorily include adjustments on the basis of amendments to laws or ordinances, in particular insofar as such amendments were not envisaged at the time when the agreement was concluded.
- 1.5 Delivery of updates and amendment services shall take place via

data carrier, by simple post or via remote data transfer at the discretion of CGM LAUER.

2. Warranty, liability

- 2.1 Errors are excepted within the scope of the maintenance and amendment services. CGM LAUER bears no liability for the accuracy, completeness and content of the data transmitted and for the correct, timely and complete transfer of such data unless CGM LAUER can be blamed for intent or gross negligence.
- 2.2 The amount of compensation shall be limited to a maximum of two monthly payments of the respective agreement in every case. CGM LAUER shall further be liable for the proper provision of services for the duration of 6 months following service provision.
- 2.3 Clause 6 of the General Contractual Conditions also applies.

V. Agreements on Cloud Services; CGM STELLA

1. Contractual object

- 1.1 Within the scope of the agreed use, CGM LAUER grants the user the use of the latest respective version of the software product STELLA (hereinafter referred to as the "software product") via the Internet and via access by a browser. No physical transfer of the software takes place.
- 1.2 CGM LAUER guarantees the functionality and availability of the software for the term of the contractual relationship and will maintain the software in a condition suitable for contractual use.
- 1.3 CGM LAUER may, but is not required to update the software and to develop the software further at any time, in particular due to changes in the legal situation, due to technical developments or for the purpose of improving IT security. CGM LAUER will notify the user of updates in a timely fashion.
- 1.4 CGM LAUER will maintain the software regularly. There is no requirement to adjust the software to the individual needs of the user.
- 1.5 CGM LAUER will instigate relevant measures in accordance with the latest status of technology to protect the data. The customer will be responsible for adequate back-up of the configuration data.
- 1.6 Within the scope of the services to be rendered, staff of CGM LAUER may receive access to data of the user processed in, stored in or transferred to the cloud service. CGM LAUER will not notify the user of this access.

2. Rights of use

- 2.1 The user will receive non-exclusive, i.e. non-sub-licensable and non-transferable rights limited to the term of the agreement, to use the latest version of the software via the agreed online access in accordance with the contractual provisions and for the contractually stipulated number of users or workplaces.
- 2.2 The user may only use the software via its own staff and within the scope of its own business activity.
- 2.3 Undue use will be deemed to have occurred if the user exceeds the contractually agreed quantity of use, number of uses or other agreed performance parameters (e.g. transactions, storage space, API calls or computing capacity). In such a case, CGM LAUER will be entitled to charge additional remuneration for use beyond the contractual scope in accordance with the list prices in force at the time when such excess use is ascertained.
The user will receive notification in this regard which provides a reasonable grace period to adjust use to the contractual parameters. Excess use will be deemed to be an additional assignment if adjustment fails to take place. CGM LAUER will be entitled to invoice for the relevant applicable fee from the time when such excessive use begins. The user may demonstrate that the excess use did not begin until at later point in time.
- 2.4 The user is required to ensure that only authorized users avail themselves of the right of use granted. The sharing of access data and the simultaneous use of a single user right by more than one person are not permitted ("prohibition of dual use of access data"). The user is required to take appropriate organizational measures within its organization to ensure compliance with these terms of use. In the event of a violation, the user will further be liable for breaches

made by its employees or vicarious agents. In such a case, CGM LAUER will be entitled to demand additional usage fees for each instance of multiple usage detected, retroactively from the date on which the multiple use was detected, unless the user demonstrates that such multiple use did not begin until at a later point in time.

3. Warranty

- 3.1. Insofar as leasing law is applicable to the agreed performance, the relevant warranty provisions (§§ 535 ff. German Civil Code, BGB) will apply accordingly. The user is required to notify CGM LAUER of any defects without delay. Warranty is excluded for reductions in the suitability of the service which are only of an insignificant nature. Strict liability pursuant to § 536a Paragraph 1 BGB in respect of defects which existed at the time when the contract was concluded is excluded.
- 3.2. Clause 6 of the General Contractual Conditions also applies.

4. Service level and support

- 4.1. Within the scope of provision of the software product, CGM LAUER is responsible for maintaining the operation of the software and for remedying any errors and other defects that occur. CGM LAUER will guarantee total availability of services of at least 99.5% per year.
$$\text{Availability} = (\text{agreed availability time} - \text{unplanned downtime}) / \text{agreed availability time}$$
Planned maintenance work announced in advance and in a timely fashion, failure due to force majeure (including power outages, IT attacks), failure due to errors/actions of the customer and network failures beyond the control of CGM Lauer do not count as downtime.
- 4.2. CGM LAUER will set up a support service for user inquiries regarding software functions. Service times are Mon-Fri from 9.00 am to 6.00 pm (CET/CEST) on days which are not public holidays*. Times within this window are designated as service times.
- 4.3 In the case of priority 1 notifications, i.e. those involving total failure of use of the software product, CGM LAUER will react with the utmost urgency and in a timely manner within the scope of endeavors which are economically reasonable and in accordance with its operational possibilities. In the case of priority 2 notifications, i.e. those involving significant disruption to the use of the software product, CGM LAUER will react with increased urgency in accordance with the severity of the situation and its operational possibilities. In the case of priority 3 notifications, i.e. other malfunctions which significantly impair the use of the software product, processing will be carried out in accordance with operational urgency. In the case of other notifications which do not fall within the categories of priority 1, 2 or 3, CGM LAUER will take action within the scope of the regular service processes. Reaction time commences upon receipt of the error report. Error reports submitted outside the service times will be deemed to have been received at the beginning of the next working day. The reaction time runs only during service times.
- 4.4 CGM LAUER will take all reasonable and economically justifiable measures to remedy reported malfunctions in a timely manner and to restore operability of the software product. Specific recovery times cannot be guaranteed. These depend on the individual case, on the complexity of the malfunction and on the general technical conditions.
- 4.5 The statutory provisions will apply in cases where agreed availability is not achieved or where reaction or recovery measures do not take place within an economically reasonable time frame. Contractual warranty periods are not guaranteed.
- 4.6 Further information on the technical and organizational measures deployed and implemented by CGM LAUER for purposes such as data backup and monitoring and commissioning of the cloud service is contained in the processor contract (Article 28 GDPR).
- 4.7 CGM LAUER will notify the user quarterly and in written form on the status of malfunctions affecting the user and, where appropriate and necessary, will involve the user in resolving said malfunctions. CGM LAUER will notify the user when a malfunction has been remedied.
- 4.8 Following the end of the present agreement, CGM LAUER will return all data processed under this contract to the user within 30 days upon request by the user. CGM LAUER will export the data in a standard exchange format. Responsibility for proper and full

return of the data rests with CGM LAUER. CGM LAUER will notify the user of the necessary collaborative actions to be undertaken in connection with the transfer of data. To the extent that there is no obligation under European Union Law or under the laws of the member state law to store personal data, CGM LAUER will delete all of the user's data remaining on its servers 210 days after termination of the contractual relationship. CGM LAUER will notify the user of the necessary collaborative actions to be undertaken within the scope of transfer of the data.

CGM LAUER

Apothekenlösungen

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