

GENERAL TERMS AND CONDITIONS

(hereafter referred to as "GTC")

1. Scope and Validity

- 1.1. These GTC govern the delivery of hardware/software/solutions ("Products") and the provision of customer care/professional services ("Services") by Ascom* to its distributors/resellers or end customers (each a "Customer", together with Ascom the "Parties").
- 1.2. These GTC form an integral part of each offer, order or agreement between Ascom and the Customer. Conditions not included here but requested by Customer are valid only if expressly approved in writing by Ascom.

2. Individual Agreement and Scope of Performance

- 2.1. Except as otherwise explicitly stated, all offers by Ascom are non-binding. An individual agreement between Ascom and Customer ("Individual Agreement", together with the GTC "Agreement") is deemed to be concluded once Ascom has confirmed Customer's order in writing ("Confirmed Order").
- 2.2. Orders from Customer that deviate from the specifications in the Ascom offer will only be effective if they have been expressly approved by Ascom in the Confirmed Order.
- 2.3. The specific scope of performance regarding Products and Services is defined in detail in the Agreement.

3. Delivery and Acceptance

- 3.1. Ascom uses reasonable efforts to meet the timelines defined in the Agreement, provided that Customer for its part honours its contractual obligations. Customer shall in particular comply with the terms of payment and all other preliminary obligations (e.g. cooperate with Ascom, promptly respond to any request of Ascom necessary for its performance, obtain and maintain all necessary permits and licenses etc.).
- 3.2. Ascom may provide partial deliveries if it is not unreasonable for the Customer.
- 3.3. The Customer shall inspect Products without undue delay following receipt or installation. Defects can be stated in writing within 20 business days after receipt or installation of the Products, otherwise the Products are accepted ("Acceptance"). Latent defects shall be notified without undue delay following detection thereof.
- 3.4. If a formal Acceptance is agreed upon, joint testing is carried out prior to Acceptance. Ascom will invite Customer to take part in good time. A record of the testing and its results is kept and signed by all relevant parties. If Customer refuses, for reasons not attributable to Ascom, to cooperate in conducting the Acceptance, Ascom can allow a grace period of 10 business days. If Acceptance does not take place within this period, the Acceptance test protocol provided by Ascom shall be deemed complete and sufficient for Customer to ascertain whether the Products meet the specifications.
- 3.5. If Ascom's performance is delayed by any cause beyond its reasonable control (regardless of whether the cause was foreseeable), including, but not limited to acts of God, natural disaster, accidents, strikes, cyber or terrorist attacks, failure of normal sources of supply, or acts or requests of government, Ascom's time of performance will be reasonably extended.

4. Prices, Payment Terms and Risk

- 4.1. Unless otherwise agreed upon, all prices are quoted strictly net in the local currency and excluding value added tax, packaging and shipping.
- 4.2. Ascom is entitled to price adjustments to cover additional Products in the event of failure of Customer or third party to provide necessary, correct and timely information or Customer's usage volume or frequency is significantly exceeding agreed levels.
- 4.3. Ascom's invoices shall be paid according to the agreed payment plan. If no payment plan is agreed, invoices shall be paid within 30 days after the date of invoice. Late payments shall bear interest at an annual percentage rate of five percent (5%) or the highest rate allowed by law, whichever is lower.
- 4.4. Ascom retains ownership of the Products delivered until the Customer has paid the full purchase price.
- 4.5. The risk of accidental loss or deterioration shall pass to the Customer upon shipping. If Ascom holds or stores Products for the Customer, it shall do so at Customer's sole risk and expense.

5. Customer Obligations

- 5.1. Customer is responsible to (i) assess the impact of Ascom's Products on its system environment and in particular to implement and maintain adequate levels of information security, data privacy and malware/virus protection standards; (ii) ensure that its personnel completes and maintains training required by Ascom; (iii) inform Ascom of all applicable local regulations and standards gov-

erning, in particular healthcare and medical ICT, medical devices, product and personnel safety, information security, building and construction codes etc. and to comply with these; (iv) ensure that Products are only used in accordance with the intended use for which the Product were designed and manufactured by Ascom as well as with product labeling and instructions for use issued by Ascom and (vi) to ensure that the necessary compensation measures are taken in order to guarantee its operations, access to information and alarm management processes if Services performed by Ascom require a shut down of Customer's system.

- 5.2. Unless the Customer subscribes to the Ascom Solution Life Cycle Plan, Customer is responsible for the handling of changes to Ascom Products, including customer-specific configuration and customization that go beyond Ascom's standard default programming, and the handling of changes to 3rd party software, products and systems which interface the Ascom Products or which the Products depend on. Customer is obliged to promptly notify Ascom of any such changes and obtain Ascom's confirmation of compatibility and interoperability.

6. Software and Intellectual Property Rights

- 6.1. Software provided by Ascom is not sold, but licensed to Customer based upon a separate End User License Agreement ("EULA"), which forms an integral part of these GTC.
- 6.2. Ascom and its licensors are, and shall remain, the sole and exclusive owners of all right, title and interest in and to any pre-existing materials, the material created during the term of the Agreement and the Products and Services, including intellectual property rights and third party copy rights ("IPR") therein.
- 6.3. Should a third party assert legitimate claims against the Customer based on the infringement of IPR, Ascom shall be liable to Customer, subject to the following conditions: (i) Ascom shall, at its choice, either arrange a license for the infringed Products, modify them, or, if no alternatives are reasonably available, Customer shall return infringed Products and Ascom will refund Customer's net book value; (ii) Customer has to notify Ascom without undue delay in writing about the threat or claim and does not acknowledge such infringement to the third party; (iii) Customer cooperates with Ascom and grants it full control of the defence and settlement of the claim and (iv) Customer is not responsible for the infringement (e.g. by modifying the Product).

7. Warranty

- 7.1. Ascom warrants that at the time of delivery/installation the Products are free from defects in material and workmanship and meet the currently valid published product specifications and that the Services are performed in a workmanlike manner consistent with industry standards (all "Warranties"). The Warranties do not apply to software provided by Ascom. The sole and exclusive warranties for software provided by Ascom are set forth in the EULA.
- 7.2. If not otherwise agreed, Customer must notify Ascom in writing for breach of Warranties within 12 months from Products' Acceptance or after completion of the Services.
- 7.3. Customer's only remedy for breach of Warranties shall be, at Ascom's option, (i) for Products refund the purchase price, correct the defect or provide replacement within a reasonable time period, and (ii) for Services re-perform the Services or return the portion of the fee paid in relation to such non-conforming Services. Warranties on repaired or replaced parts is limited to the remainder of the original warranty period.
- 7.4. The Warranties are excluded: (i) if the damages or faults are caused by improper or unauthorized use, intervention or treatment, natural wear and tear, defective maintenance or by other reasons for which Ascom is not responsible; (ii) if the Products are used outside of the intended use or in violation of instructions provided by Ascom (e.g. without proper training of employees); (iii) if mandatory field corrective action furnished by Ascom are not applied; (iv) if modifications or repairs are done without the written consent of Ascom or appropriate and immediate measures are not taken to minimize the damage or fault and (v) on operating materials and consumables, such as batteries and accumulators. Ascom makes no other express or implied warranties and all other warranties are specifically excluded, including any warranty as to merchantability or fitness for particular or special purposes.
- 7.5. Except as explicitly agreed otherwise in writing, all third-party materials are provided "as is" and any warranty of or concerning any third-party materials is strictly between Customer and the third-party or distributor of the third-party materials.

8. Liability and Insurance

- 8.1. Ascom's cumulative direct liability will not exceed 100% of the value of the specific Agreement giving rise to the claim.

- 8.2. Neither Party will be liable, whether based in contract, warranty, tort (incl. negligence), statutory duty, strict liability, indemnity or otherwise, for loss of use, revenue, savings, profit, interest, goodwill or opportunity, costs of replacement, loss of information or data, loss of power, claims arising from third party contracts, or for any type of indirect, special, liquidated, punitive, collateral, incidental or consequential damages, or for any other loss or cost of similar type.
- 8.3. Nothing shall limit the liability of either Party for: (i) personal injury or death resulting directly from Ascom's negligence, (ii) fraud or fraudulent misrepresentation or (iii) any liability that cannot be limited or excluded under applicable law.
- 8.4. Ascom carefully insures its business. If Customer requests, Ascom can provide a certificate of insurance showing what coverage Ascom has. Ascom does not provide third parties direct access to Ascom's insurance or give additional rights to Ascom's insurance, such as naming them as additional insured parties.
- 9. Confidentiality, Data Protection and Export/Import Compliance**
- 9.1. Except as otherwise permitted in writing, neither Party may disclose to third parties the contents of the Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential information. Notwithstanding the foregoing, this shall not include any information, which (a) was in recipient's lawful possession prior to the disclosure of the disclosing party, (b) is or becomes publicly available through no fault of the recipient, (c) is rightfully obtained by the recipient from a third party, who has the right to disclose it on a non-confidential basis, or (d) is independently developed by the recipient without any reference to confidential information of the disclosing party, as evidenced by the recipient. Parties may disclose confidential information as mandatory required by applicable law.
- 9.2. With respect to the exchange of personal data, the Parties shall (a) only use such data in strict accordance with applicable data protection regulations and for the purposes of the Agreement, (b) apply all necessary state-of-the-art security measures and (c) enter into a separate data processing agreement (if needed).
- 9.3. Customer agrees (i) that Products will not at any time directly or indirectly be exported, imported, sold, transferred or otherwise used in a way which might result in non-compliance with any export/import rules and regulations and (ii) to obtain all necessary authorizations, licenses or permits in accordance with such laws and regulations.
- 10. Special Terms and Conditions for Medical Device Products**
- 10.1. Ascom will identify in good faith and according to local regulations those Products which are deemed to be medical device products ("MDP").
- 10.2. The Customer is responsible for monitoring that all Products are correctly used, transported and stored in conformity with local laws and regulations, before starting use or resale of such Products.
- 10.3. Whenever Customer becomes aware of quality problems or information that reasonably suggests that Products are not compliant with the applicable regulations or have been or might be involved in an incident involving death or serious deterioration of health, Customer shall forward such information to Ascom immediately and in no event later than 24 hours after receipt of such information. Customer shall provide Ascom with any information and access to the device concerned needed for the purpose of determining the problem and will place the MDPs concerned under hold until Ascom grants clearance.
- 10.4. If Ascom notifies Customer that a field safety corrective action or Product recall is required, Customer shall expediently confirm receipt of and cooperate with Ascom at its own costs to implement the corrective actions. Under no circumstance shall Customer implement any corrective action, recall or withdrawal without prior informed consent of Ascom.
- 10.5. If Customer has reason to believe that any device may presents a serious risk or may be falsified, it shall not inform any competent authority before having informed Ascom and having agreed with Ascom on the specifics of information to be communicated to the competent authority.
- 10.6. The Customer undertakes to notify Ascom of and assist Ascom with any government or third party action regarding MDPs as soon as the Customer becomes aware of such action.
- 10.7. If Customer resells MDPs, Customer shall (i) verify if the MDPs are CE marked and accompanied by a EU declaration of conformity, the Ascom instructions for use and an UDI, (ii) maintain any required local registrations required in connection with the MDPs, (iii) co-operate with Ascom to achieve traceability of all MDP (i.e. identifying any economic operators from whom they have received MDP and any economic operators or any health institution that was supplied with a MDP), (iv) store the UDI data of MDP and (v) only use the marketing materials approved by Ascom. Customer shall keep written records of verification of the items set out in this clause and shall make these available to Ascom for inspection upon request (including information about sample method, if used).
- 10.8. Customer shall establish and maintain documentation necessary to support the risk management of the medical IT-network for the interfaces between the MDPs and all network components (both software and hardware) taking into account the specifications for hardware, network characteristics and IT security measures specified in the MDPs' documentation.
- 11. Miscellaneous**
- 11.1. Although Ascom is striving for a sustainable relationship with Customer, either Party may terminate the commercial relationship upon 30 days notice. Ascom may terminate any time if Customer materially breaches this Agreement.
- 11.2. The Agreement may not be varied, other than in writing.
- 11.3. The Agreement shall not be assigned or transferred to any third party (excluding affiliates) without the prior written consent of the other Party (not unreasonably withheld). Ascom shall be entitled to appoint subcontractors for its performance.
- 11.4. The fact that individual provisions in the Agreement are invalid does not affect the validity of the remaining provisions. The parties undertake to replace invalid provisions by new provisions, which approximate as closely as possible the economic purpose of the contract. This Agreement is not made for the benefit of, nor shall any of its provisions be enforceable by, any person other than the Parties to this Agreement and their respective successors and permitted assignees.
- 11.5. No failure or delay by any Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.
- 11.6. Any notices and other communication to be made under or in connection with the Agreement shall be in writing and be addressed to the other Party as set forth in the Agreement.
- 12. Applicable Law and Jurisdiction**
- 12.1. The Agreement shall be governed as follows:
- | Customer's principal place of business location | Applicable law* | Exclusive Jurisdiction** |
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| Benelux | Dutch law | Utrecht, Netherlands |
| Germany | German law | Frankfurt a.M., Germany |
| Sweden, Norway, Finland, Denmark or Baltic states (Estonia, Latvia and Lithuania) | Swedish law | Gothenburg, Sweden |
| North America | Laws of the State of North Carolina | Courts of North Carolina, USA |
| UK | Laws of England | Courts of England and Wales |
| Rest of the World | Swiss law | Zurich, Switzerland |
- * To the exclusion of the conflict of laws rules and the UN Convention on Agreements for the International Sale of Goods dated 11 April 1980 (Vienna Convention; CISG). ** Notwithstanding the applicable jurisdiction, Ascom is also entitled to take legal action against Customer at Customer's domicile.
- 12.2. Ascom may bring an action before any court of appropriate jurisdiction for interim injunctive relief for protection of intellectual property rights and confidential information.