

Terms

for seca 125 cloud software

Basics

1. The Service

- 1.1 The basic module of the seca cloud service is used to receive data from a measurement of an individual person (“**End-Customer**”) with a designated seca device, calculate parameters derived from this data and then display and manage the measurement results. Besides this, seca offers additional modules that might not be included in the Subscription Fee for the basic module.
- 1.2 These cloud services are restricted for seca devices the Customer has purchased, rented or leased from seca or an Authorized Partner.
- 1.3 seca grants Customer access to the seca cloud service (“**SaaS-Subscription**”) for his usual business on basis of these Terms. Each SaaS-Subscription may be used during the agreed time period (“**Subscription Period**”) with one connected seca device only, but with an unlimited number of End-Customers and performed measurements.

2. IP Rights

seca retains all right, title, and interest in and to the seca cloud service, including without limitation all software used to provide it and all graphics, user interfaces, logos, and trademarks reproduced through the seca cloud service. seca does not grant Customer any intellectual property license or rights in or to the seca cloud service or any of its components, except to the limited extent that such rights are necessary for Customer’s use of the seca cloud service. Customer recognizes that the seca cloud service and its components are protected by copyright and other laws.

Availability

3. Uptime

- 3.1 seca guarantees that the seca cloud service is not unavailable for more than 8 hours within one year (corresponds to 99.91%).
- 3.2 Availability means that the Customer can reach the cloud service either via a standard end device or via the seca device. For the calculation of availability, non-accessibility due to maintenance work of which Customer is notified in advance shall not be considered.

3.3 If availability falls below the guaranteed level, the Customer shall be entitled to a reduction. The reduction shall amount to 100% of the monthly fee and shall be offset against the fee in the following month. Upon reduction, the calculation of the annual availability starts anew. The reduction shall be Customer's sole remedy. Customers' rights to terminate the SaaS-Subscription shall not be restricted.

4. Limitations

seca is not responsible for third-party infrastructure (e.g. AppStore, Google PlayStore, etc.) or on the devices or Internet connectivity (e.g. smartphone, computer, WLAN, printer).

Payment

5. Start Date

The Customer shall pay the fees for the SaaS-Subscription ("**Subscription Fees**") from the first day of the calendar month immediately following the successful installation. seca shall invoice to the beginning of each Subscription Period, invoices are due within 7 days of issuance.

6. Third-Party Invoicing

Invoicing of the Subscription Fees is carried out either by seca, an affiliated seca entity or by one of seca's Authorized Partners, which then will be communicated separately to the Customer. seca, an assigned seca entity or seca's Authorized Partner shall invoice according to the selected payment option. Every payment made by the Customer to a named seca entity or a seca trading partner is considered a payment to seca unless seca has revoked the assignment of the invoice before a payment made by the Customer. In the case of termination of this Contract during the year, seca shall reimburse the Customer the remuneration paid in advance according to the selected payment option in the purchasing contract.

7. Price Adjustments

seca shall be entitled to raise the Subscription Fees to the start of a new Subscription Period, but not more than once per calendar year. seca shall inform the Customer in writing of a change of Subscription Fees at least two (2) months in advance.

8. Suspension of SaaS-Subscription

seca may suspend or limit the SaaS-Subscription if

- (a) any amount due to be paid by the Customer is overdue, and seca has given to the Customer at least 30 days' notice of its intention to suspend or limit the SaaS-Subscription on this basis, or

- (b) Customer is in substantial breach of these Terms.

Term and Termination

9. Auto-Renewal

Upon the expiration of the initial Subscription Period or any subsequent renewal term, the SaaS-Subscription shall automatically renew for successive renewal terms as defined in a contract, unless either party terminated the SaaS-Subscription.

10. Termination for Convenience

Either party shall have the right to terminate the SaaS-Subscription for convenience by providing notice to the other party

- (a) 14 days prior to the end of the current Subscription Period for the Customer,
- (b) 90 days prior to the end of the current Subscription Period for seca.

11. Termination for Cause

Either Party may terminate the SaaS-Subscription if the other breaches any material term of these Terms and the breach is not cured within 30 days of notice. Each Party's right to terminate with immediate effect for cause shall remain unaffected.

12. Deletion

Upon expiration of a period of 30 days after termination/expiration of the SaaS-Subscription or upon Customers written request, whichever is earlier, seca shall irrevocably delete all Customer data and certify the deletion.

Support

13. Scope

- 13.1 seca will provide Customer with reasonable technical support.
- 13.2 A condition for the provision of support services by seca is that the Customer has a valid SaaS-Subscription.
- 13.3 Support shall be provided remotely only. Support can be reached by telephone via the seca hotline, via the seca support e-mail address or via the seca support web portal. seca publishes the contact details and service times on the seca.com website.

14. Errors

- 14.1 The resolution time for errors depends on the priority. The resolution time is the period of time between the error message by the Customer and the correction of the

error by seca. An error is also considered corrected if seca provides a workaround without having intervened in the software.

- 14.2 Errors with Priority 1 (Critical; System not usable) shall be corrected within 3 days. Errors with Priority 2 (High; Major functions not working) shall be corrected within 5 days. Errors with Priority 3 (Moderate; Minor functions not working) shall be corrected within 10 days. seca may, at its discretion, correct Errors with Priority 4 (Minor) within the usual update cycle.
- 14.3 Support does not include
- (a) the solution of problems caused by the intervention of the Customer or a third party or by improper use of the system,
 - (b) the solution of malfunctions which are not based on a fault in the seca services,
 - (c) the integration or connection of the seca services into or to existing Customer systems (e.g. GDT connection, HL7 connection), unless expressly agreed.
- 14.4 The Customer shall provide reasonable assistance. In order to provide adequate support, it may be necessary for seca to be granted remote access by the Customer; for this purpose, the Customer shall install remote access software selected by seca and customary in the market.

Data Protection and Usage

15. **Applicable Laws**

Each Party shall comply with any applicable law in its business field, including but not limited to, personal data protection regulations. The Parties shall take all necessary and customary measures to ensure data security and data protection.

16. **Backup and Data Retention**

seca will ensure back up of the generated and/or stored data of the SaaS-Subscription on a daily basis. An electronic storage medium shall store all such backups in an environment that is separate from the dedicated cloud of the hosting infrastructure. Data will be encrypted in transit and stored encrypted in a secured facility for back up. Backups will be maintained for thirty days. In the event of an extended interruption in the SaaS Subscription for seca's customers, seca will, at no additional cost to Customer, use commercially reasonable efforts to restore Customer's instance.

17. **Aggregated Anonymous Data**

seca may obtain and aggregate technical and other data about the Customer's and the End-Customer's use of the seca Cloud that is non-personally identifiable

(“**Aggregated Anonymized Data**”), and may use the Aggregated Anonymized Data to analyze, improve, support and operate the Platform and otherwise for any other business purpose during and after the Term of the Agreement, including without limitation to generate industry benchmark, best practice guidance, or issue recommendations in similar reports or resources.

18. Data Analysis for Continuous Improvement

seca shall have the right, to the extent permitted by law, to collect and analyze data and other information relating to the provision of the SaaS-Subscription (including, without limitation, information concerning End-Customer data derived from measurements), and seca will be free (during and after the term hereof) to analyze and use such data to improve and enhance the seca Cloud and for other development, diagnostic and corrective purposes in connection with the seca cloud and other or future products and services (examples of such uses include optimizing resources and support, research and development, verification of security and data integrity, internal demand planning, industry developments and anonymous benchmarking with other End-Customers). If legally required, seca will obtain the End-Customer's consent for these purposes.

Modification

19. Changing these Terms

seca reserves the right to change, modify, add, or remove portions of these Terms at any time by posting such changes on or through the Platform, or on the website seca.com. Customer shall check the website and the Platform periodically for changes to the Terms. Amended Terms will automatically be effective upon the earlier of (a) continued use of Purchased Services, or (b) 30 days from posting of such modified Terms on or through the Platform or website.

20. Changing the seca Cloud

The seca Cloud is constantly being improved and its functions are continuously being enhanced. seca grants the Customer the use of the most current version of the basic module as well as the booked additional modules.

Interfaces

21. Integration

21.1 The seca cloud service allows integration with systems from third parties via interfaces. seca does not guarantee the permanent availability of these interfaces.

21.2 Integration must be expressly agreed and shall be subject to additional fees.

Other

22. Conflicts

seca's General Terms and Conditions (GTC) as well as its publicly stated data privacy policy and any additional data processing agreement shall also apply. In the event of any conflict between the SaaS-Terms and the GTC, the SaaS Terms shall govern. If there is any disagreement between the SaaS-Terms and the data privacy policy or any other data processing agreement, the SaaS-Terms will not prevail.

23. Subcontractors

seca shall be entitled to use subcontractors for the provision of the seca cloud service. seca shall select these subcontractors carefully and monitor them appropriately. seca shall be liable for subcontractors as for its own fault.

24. Notices

All notices shall be in writing and shall be sent by E-Mail to the other party to its address used in the sales and installation process.