

GENERAL TERMS AND CONDITIONS

of ITH icoserve technology for healthcare GmbH for the Production of Computer Programs, Shipment of Computer Programs, Licensing of Software Components, Consulting and Support Services, Installation and Implementation Services, Maintenance of Computer Programs and Delivery of Products in the Field of Information Technology

1. General

- 1.1 ITH icoserve technology for healthcare GmbH (hereinafter referred to as „ITH“) shall provide computer programs and/or shipment of computer programs and/or licensing of software components and/or consulting and support services and/or installation and implementation services, and/or maintenance of computer programs and/or delivery of products in the field of Information technology, for the customer as agreed upon in the Contract and the Contract documents, e.g. Software Support and Maintenance Contract, Maintenance Description Document, the Installation Description Document and/or the Product Description Document (hereinafter referred to as „Contract Documents“ and collectively as „Contract“). These General Terms and Conditions shall apply to services and deliveries by ITH to the customer, even if there is no express reference in particular Contract. General terms and conditions of the customer shall only apply, if they are expressly accepted by ITH in writing.
- 1.2 The time schedule and detailed scope of the Services shall be defined in the contract. If not agreed otherwise, ITH shall provide the Services on its own premises.
- 1.3 ITH shall receive from the customer all the documents, information and data (hereinafter referred to as „Information“) necessary for the provision of services and the delivery of products in the form required by ITH. The customer shall use its best efforts to support ITH in providing the services and delivering the products. The customer shall, furthermore, take all the measures, which are required to fulfill the Contract and which are not part of the ITH scope of services and deliveries. Products, support and assistance services of the customer shall be provided at no cost to ITH.
- 1.4 Each party to the Contract shall name a suitable qualified contact person, who shall provide the information and make or initiate all decisions necessary for the execution of the Contract. If, due to sick leave, vacation or other reasons for which the customer is not responsible, an ITH employee is not able to provide the agreed services, ITH shall replace in due time such employee with another suitably qualified employee. In all other respects, ITH shall be entitled to replace an employee at any time.
- 1.5 The employees of ITH do not establish an employment relationship with the customer, even if they work on the customers premises. The customer shall convey requests to the provision of services and the delivery of products exclusively via its named contact person to the named ITH contact person, and shall refrain from giving instructions to the employees of ITH. As far as ITH provides services on the customers premises, the customer shall provide adequately equipped workplaces. Furthermore, the customer shall provide access to its premises as far as required for the provision of services and the delivery of products.
- 1.6 For providing the service the customer shall allow access to its entire hardware and software, shall support ITH at its best efforts and shall provide his staff and/or any other equipment (telephone, internet connection) without charge ready on request.
- 1.7 During the term of the contract and for another 24 months after the termination of the contract, the customer shall neither directly nor via third parties entices away employees deployed by ITH for the provision of Services. For each violation of this obligation, the customer shall pay ITH a penalty amounting to six times the most recent gross monthly salary the respective employee received from ITH. This does not affect the right of ITH to claim further damages and other claims outstanding by law.
- 1.8 For the provision of Services, ITH shall be entitled to subcontract third parties or other companies of the Siemens group. Unless otherwise agreed upon, the provision of training services shall not be included in the scope of the contract.
- 1.9 If ITH occurs as a mediator between the customer and third party suppliers, so the delivery/service applies to the terms and conditions of the third party, unless separately agreed. For the purpose of outsourced contends the terms and conditions of the ITH are valid. Price increases by third parties are passed on from ITH to the customer.
- 1.10 If the contract includes hardware and/or third party software the customer shall report specific requirements (e.g. suitability in terms of Medical Devices Act).
- 1.11 ITH has the right to use the fulfillment of the performance of the staff of their choice and/or sub-contractor or employees of affiliated companies of their parent companies.

2. Production, Delivery, Licensing, Maintenance for/of Computer Programs, Installation and Implementation Services and other Services

- 2.1 The scope of and the dates for the provision of installation services and other services are defined in detail in the Contract and the Contract Documents. ITH contracts are only binding if they are drawn by ITH in writing and duly form.
- 2.2 The scope of and the dates for the provision of delivery of hardware and software products are defined in detail in the Contract and the Contract Documents. ITH contracts are only binding if they are drawn by ITH in writing and duly form.
- 2.3 The client shall provide a complete specification and any required test data in the required form of ITH available to ITH, if ITH has to create or modify software programs for the client under the Contract. The specifications are binding on ITH, unless this was confirmed by ITH. If desired, ITH supports the client in the preparation of specifications for an extra fee.
- 2.4 Offers, quotes and / or estimates of ITH, particularly as regards the time and material expenses are subject to change and for ITH not binding unless their liability is agreed in detail. This also applies to the Internet, to catalogs, brochures and included information in similar documents. Tender documents and project documents remain in the property of ITH.
- 2.5 ITH reserves the right to provide selected services.
- 2.6 ITH grants the Customer a nontransferable authorization according to § 1 (particularly computer programs at § 40a) copyright law to use the works produced by ITH corresponding to Contract and Contract Documents. This applies only to the extent for its necessary intended use by the customer according to the contract.
- 2.7 This grant of rights is however subject to the condition of full payment of the agreed remuneration by the client and the fulfillment of all other terms the Contract and the Terms and Conditions.
- 2.8 ITH has the ambition to follow the scheduled completion dates as accurately as possible. In the case of exceeding the agreed settlement date, which is caused by ITH, default is given only after a reasonable grace period. Furthermore, damage arising from delay in performance is limited as far as permitted by law excluded, but in any case with the limitation of liability (paragraph 10.6)

3. Maintenance Services

- 3.1 The scope of the maintenance services as well as the service and response times are exclusively defined in detail in the Contract and in the Contract Documents, in particular in the Maintenance Description Documents and the Services Level Agreements (hereinafter referred to as „SLA“).
- 3.2 The maintenance services shall be performed - as far as possible - via remote access, otherwise at the customers premises. The customer shall make available the required maintenance equipment, in particular the equipment for the remote services, at no cost to ITH. If, in the course of the maintenance services, parts or equipment owned by the customer are replaced, title to the replaced parts or equipment shall pass to ITH, and title to the parts and equipment delivered in replacement shall pass to the customer.
- 3.3 The scope of the maintenance services shall not include the delivery and replacement of supplies and accessories (e.g. data streams), parts subject to wear and tear (e.g. printer heads, monitor and picture tubes) and other auxiliary equipment. Unless otherwise agreed upon, the scope of maintenance services shall not include services to be performed on a regular basis by the customer in accordance with the data sheet or the operating instructions.
- 3.4 As long as ITH is obliged to provide maintenance services according to the Contract, the customer shall have all maintenance services and other work on the products (e.g. enhancements) performed only by ITH or with ITH's consent.
- 3.5 If ITH delivers a software patch or an update/upgrade or a release of a software product to the customer, the license terms applicable to the software product shall also apply to such software patch or update/upgrade or release, unless otherwise expressly agreed upon.
- 3.6 The customer shall be responsible to adequate data backup. Adequate data backup shall comprise all the technical and/or organizational measures required to restore, at short notice and with a minimum of effort, the status quo ante of the systems, data, software products and/or procedures.

4. Changes of Time Schedule and of Scope of Services

- 4.1 The time schedule agreed upon shall change adequately, if ITH is prevented from providing the agreed Services for reasons not within the responsibility of ITH. Reasons for which ITH is not responsible shall include inter alia any delays caused by the customer, defects of products, support and assistance services supplied by the customer, as well as mobilization of troops, war, riots, natural disasters, fire, strike, lockout, embargo, execution of sovereign jurisdiction, failure of power supply, failure of means of transport, failure of telecommunication networks or data lines, changes in laws after contract conclusion affecting the Services, or other non-availability of products, („Force Majeure“). Any additional expenses incurred by ITH as a result of such events shall be borne by the customer.
- 4.2 Changes in the scope of Services in terms of quality and/or quantity („Change Requests“), especially changes in the requirement specification, shall be subject to written agreement, with the related time schedules and compensations having to be adjusted accordingly. Unless otherwise agreed upon ITH shall provide extra Services at the rates applicable at the time the Services are provided.
5. **Prices for Production of Computer Programs, Shipment of Computer Programs, Licensing of Software Components, Consulting, Installation and Implementation Services and other Services**
- 5.1 Unless otherwise agreed upon, ITH shall calculate the prices payable in compensation for the production of computer programs, shipment of computer programs, licensing of software components, consulting, installation and implementation services and other services on the basis of the prices/rates defined in the Contract. The prices payable shall be charged at the end of each month on the basis of the reports on services provided, submitted to the customer. As far as ITH provides services at fixed or all-in prices, ITH shall be entitled to request an advance payment of at least 20% of the fixed or all-in price; furthermore, payment dates shall be agreed in the Contract dependent on the progress of service provision („Milestones“).
- 5.2 Unless otherwise agreed upon, service provision at the customers premises shall be charged according to the applicable ITH price list. The surcharges generally applicable at ITH shall be charged for services delivered outside normal working hours (Monday to Thursday 7.30 a.m. to 4.30 p.m. and Friday 7.30 a.m. to 12.30 a.m.), on Saturdays, Sundays or public holidays, including days generally free at ITH.
- 5.3 Travel costs, expenses, per diem allowances, accommodation and residence expenses shall be charged additionally, unless expressly included in the Contract. Travel times shall be charged at the amount of the agreed hourly rate. At fixed price transactions, the amount of the travel hourly rate shall be agreed in the Contract. In the case of travel by car, the legally applicable kilometer-based flat rate shall be charged. In the case of travel by train, the price for a first-class-ticket shall be charged, in the case of travel by airplane, the price for a business class ticket shall be charged. Other ancillary expenses, such as telephone costs, shall be charged as actually incurred. Travel and ancillary costs shall be reimbursed upon presentation of the corresponding receipts (copies).
- 5.4 The hourly rates stipulated in the Contract vary according to the collective agreement for Austrian employees of companies within the automatic data processing and information technologies industries, provided in the Contract or the Contract documents explicitly otherwise agreed.
- 5.5 The agreed prices for the supply of hardware and software third-party products will be charged at delivery according to Contract. If ITH is responsible for the installation under the conditions of the Contract, the adjustment shall be made after delivery and performance.
- 5.6 All the above rates are subject to price escalation clause (item 5.4).

6. Prices for Maintenance Services

- 6.1 The prices for maintenance services are defined in detail in the Contract and the Contract Documents. The prices for maintenance services calculated on a monthly basis shall be payable in advance, from the effective date of the Contract for the remainder of the current calendar quarter for each quarter. The prices for maintenance services calculated on an annual basis shall be payable in advance from each year from the effective date of the Contract.
- 6.2 The prices payable for software maintenance services under the Contract shall change in line with the changes of the collective salary of the collective agreement of Austrian employees within the sector services for automatic data manufacturing and information technology if not explicitly agreed on other clauses under the Contract.
- 6.3 In the event of a change in working times as prescribed by law, ITH reserves the right to adjust the agreed service times to such changed conditions. The prices for maintenance services are based on the taxes, fees, and charges applicable at the time the Contract is concluded and shall change accordingly.

- 6.4 In addition to the prices for maintenance services, ITH shall charge additionally, in accordance with the applicable ITH price list:
- maintenance services performed upon request of the customer outside the agreed business hours,
 - the diagnosis and clearance of faults or defects resulting from misuse or other circumstances for which ITH is not responsible,
 - initial testing and any repair work regarding products already in operation, which is necessary at the time the maintenance is taken over by ITH,
 - initial testing and delivery of software patches or updates/upgrades, which is necessary for software products already in operation at the time the maintenance is taken over by ITH,
 - installation, relocation, consulting, software engineering and other support services requested by the customer as well as changes required by any competent public authorities, e.g. changes of installation site,
 - hours worked for duplicating, compiling, generating software products,
 - travel costs, expenses, per diem allowances, accommodation and residence expenses, unless expressly included in the maintenance service prices.

7. Payment, Retention of Title

- 7.1 Payment should be due within 8 days from the date of invoice without any deductions free from costs and expenses to the banking account of ITH described on the invoice. Payment shall be deemed affected on the day when ITH may dispose of it. If the customer defaults payment, ITH shall be entitled to claim interest on arrears as legally applicable, to charge interest at 4.5 % p.a. over the current bank rate and to charge costs incurred due to the enforcement of the claim. Should the customers default in payment exceed 14 days, ITH shall have the right to cease the provision of all services and delivery of all products without prior notice to the customer. In such a case, ITH is also entitled to retrieve passed disks, documentation, records and merchandise up to the scale back and even to exploit, until this recovers all outstanding principal and secondary claims.
- 7.2 All prices are valid from the place of fulfillment exclusively the performance from sales and other taxes and fees.
- 7.3 By the way the customer bears all other expenses and costs which are necessary or expedient for the provision of services.
- 7.4 The client is not entitled to retain or balance payments under the title of warranty or other reasons due to in written or juridical claims of ITH. Until full payment of the invoices plus interest and costs ITH reserves the title to all delivered goods. This applies to all primary and secondary claims for all. Unless otherwise agreed, the customer is not authorized to the use of the delivery and performance of ITH until complete payment.
- 7.5 All other customs, taxes, duties, imposts, tariffs and charges related to the conclusion of the execution of the Contract, including but not limited to withholding taxes and transaction fees („Charges“), shall be by the customer. In the event, ITH is required to pay such Charges to any authority, the customer shall indemnify ITH for any such payments.

8. Rights to Results, Standard Software and Confidentiality

- 8.1 Unless otherwise agreed upon, the non-exclusively license to use and exploit the results created individually by ITH for the customer (in particular „individual“ software) within the framework of the Contract as well as the ownership of the agreed documentation shall be transferred to the customer, once the payment due to ITH has been paid in full. ITH shall in any case remain entitled to use its ideas, concepts, experiences, tools, development modules and technologies use or developed within the scope of Contract.
- 8.2 As far as the scope of the Contract includes the delivery of standard software products supplied by third parties, the special terms and conditions (in particular license conditions) of the respective manufacturer or vendor of such standard software products shall prevail.
- 8.3 Each party shall maintain confidentially vis-à-vis third parties concerning all information disclosed to it in the context of the Contract and marked as confidential. The obligation to maintain confidentially shall not apply to information (o) which are already general state of the art at the time they are handed over to the respective other party (ii) which later become general state of the art without any fault on the part of the receiving party or (iii) in the respect of which the receiving party can prove that they either (a) were already internal state of the art at the receiving party's when they were handed over, or (b) later became internal state of the art at the receiving party's independently of any communication with the other party to the Contract, or (c) were disclosed to the receiving party by third parties, e.g. under a license agreement. The obligation to maintain confidentially shall remain in effect even after the termination of the Contract.
- 8.4 Parent Companies of ITH, other companies of the Siemens Group and subcontractors of ITH shall not be considered as third parties, if and so far they are bound by a confidentially obligation corresponding to paragraph 8.3.

8.5 The customer consents, that ITH may name the customer and the respective project as reference vis-à-vis third parties. Other information, as but not limited to press releases, shall be coordinated mutually by the parties.

9. Collection and treatment of waste electrical and electronic equipment

9.1 The customer of electrical/electronic equipment for commercial purposes, incorporated in Austria, is responsible for the financing of the collection and treatment of waste electrical and electronic equipment as defined by the Elektroaltgeräteverordnung (Austrian Ordinance Regulating the Handling of Waste Electrical Equipment), if he is himself the user of the electrical/electronic equipment. If the customer is not the end user, he shall transfer the full financial commitment to his customer by agreement and furnish proof thereof to ITH.

9.2 The customer incorporated in Austria shall ensure that ITH is proved with all information necessary to meet ITH obligations as manufacturer/importer, particularly according to §§ 11 and 24 of the Elektroaltgeräteverordnung (Austrian Ordinance Regulating the Handling of Waste Electrical Equipment) and the Abfallwirtschaftsgesetz (Austrian Waste Management Act).

9.3 The customer incorporated in Austria is liable vis-à-vis ITH for any damage and other financial disadvantages incurred by ITH due to customer's failure to meet or fully meet his financing commitment or any other obligations according to this paragraph 9. The customer shall bear the burden of proof of performance of this obligation.

10. Acceptance, Warranty, Liability

10.1 Immediately after the notification of ITH that the software programs created or adapted by ITH have been made available for acceptance, the customer shall start the acceptance test. If defects are identified during acceptance testing, ITH shall remedy the defects within a reasonable period of time at no cost to the customer and then make the software program again available for acceptance testing. If the customer fails to declare acceptance for any reason than a material defect that significantly impedes or prevents the use of the software program, the software program shall be deemed accepted one week after having been made available for acceptance testing, but in any case as soon as it is being used or passed on to a third party by the customer. These provisions shall apply mutatis mutandis to the creation of documents, such as detailed specification or requirement specifications, by ITH as required under the Contract. After acceptance by the customer, such documents shall be regarded as the exclusive basis for serves provision by ITH.

10.2 If the corrective action is impossible for ITH or it is associated with a disproportionately high expense, the client is only entitled to a reasonable price reduction. Additional claims for whatever reason, are excluded in the same extent permitted by law.

10.3 Defects in terms of acceptance and warranty shall be reproducible deviations of the software programs functionality from the agreed functionality, already existing at the time of acceptance testing, provided such deviations impede the use of the software programs. Errors caused by errors in the environment (hardware, operating system, customer or third party software) or by incorrect use shall not be regarded as defects.

10.4 Defects that occur within a warrant period of 6 months after acceptance of the software program and are duly given notice of by the customer in writing shall be remedied by ITH at its choice within a reasonable period of time at no cost to the customer. The application of paragraph 924 ABGB (Austria Civil Code) shall be excluded. ITH shall receive from the customer all the information required for defect correction purposes.

10.5 ITH assumes no responsibility or liability in the case of release of individual and / or standard computer programs for (a) errors, failures or damage caused by improper handling / use, inappropriate organizational materials or operating conditions) and damage during shipment; (b) amendments, revisions or the like which were not made or authorized by ITH; (c) claims, which together are based on a combination of services or the use of equipment, data or programs of third parties that were not supplied by ITH or were not explicitly accepted in writing by ITH.

10.6 Compensation for the destruction of data or software is in any case only if the customer has fulfilled his obligations to the proper computer operation.

10.7 As regards software programs, which the customer has extended by means of interfaces designed for that purpose, ITH shall provide warranty up to the respective interface. In all other respects, warranty for software programs modified by the customer without the prior consent of ITH shall be replaced, even if a defect occurs in a non-modified part, unless the customer proves that there is no causal relationship between the defect and the modifications made by the customer.

10.8 This paragraph 10 shall apply accordingly to other services, installati-

on, implementation and other services and all deliveries provided by ITH. If no acceptance procedure has been agreed upon the Contract for these services and products, the warranty period shall start upon handing over to the customer. If and so far standard software products of third parties are included in the scope of the Contract, the warranty conditions of the respective manufacturer or vendor shall prevail

10.9 ITH is fully liable for any personal injury for which ITH is responsible. ITH shall be liable for damage to the customer's property up to EUR 300.000.- but limited to the contract price. The contract price shall be the total net amount to be paid by the customer to ITH. ITH shall in no case be liable for indirect damages, loss or damage of information, damages due to business interruption, loss of profits, loss of data and other consequential damages. This restriction of liability applies regardless of the legal grounds, in particular liability for defects, contractual and tortious liability, and is also effective to employees and sub-contractors of ITH. This limitation of liability does not apply insofar as ITH is liable due to mandatory law, e.g. liability for wilful act.

10.10 The liability for slight negligence is excluded except in case of injury.

10.11 If contract penalties have been agreed upon the Contract, any exceeding claims shall be precluded. Any warranty or damage claims from the customer other than the ones expressly mentioned in these General Terms and Conditions, irrespective on which legal grounds they might be based, shall be excluded unless there exists a mandatory liability, as for instance for damages caused intentionally or by gross negligence, proved by the customer.

10.12 These limitations of liability shall also apply for the benefit of ITH boards and its members, subcontractors, suppliers, agents, advisors and employees.

10.13 Except as set forth, and subject to the conditions and limitations stated below in this paragraph, ITH shall assist the customer if any eligible claim, suit, action or proceeding („Claim“) is brought against the customer by a third party. Such assistance shall be to the extent the Claim is based on any infringement of intellectual property rights, as but not limited to patents protected under the laws of Austria or copyrights, which is caused by the provision of products or licensed software by ITH or use of such products or licensed software for their contractually intended purpose by the customer.

ITH shall at its discretion provide the customer with a non-infringing replacement product or modify the licensed software so that it becomes non-infringing, provided that the replacement product/modified licensed software meets substantially the same functional specifications as the licensed software or procure for customer the right to use the licensed software; if such options would cause unreasonable expenses ITH shall inform the customer. Within 4 weeks after such notice customer may terminate the contract to the extent it is affected by the infringing products or licensed software. For the purpose of this paragraph Claims shall be defined as eligible only, if ITH has acknowledged such Claim in writing or the Claim is affirmed by a legally binding adjunction.

ITH shall only be liable if the customer (a) gives ITH prompt written notice of any alleged or threatened Claims, (b) allows ITH to control the defense and/or settlement of such Claim, (c) in case of a legal proceeding gives ITH a third party notice according to § 21 ZPO (Austrian Code of civil procedure).

ITH shall not be liable with respect to any Claims if (a) ITH did not cause the infringement of intellectual property rights willfully or negligently, (b) customer's use of the products or licensed software is other than as permitted under the contract, (c) the product or licensed software is modified by the customer or any third party delivery without ITH prior written consent, (d) the product or licensed software is supplied according to specific customer's design or instructions or (e) the product or licensed software is combined by customer or its contractors with items not furnished or approved by ITH.

11. Applicable Law, Place of Jurisdiction

The exclusive place of jurisdiction for all disputes arising from the contract shall be the competent court for the parish of the court in Innsbruck. The contract shall be governed exclusively by Austrian law without its conflict-of-laws provision. The application of the UN Convention on Contracts for the International Sales of Goods shall be excluded.

12. Duration of Contract

12.1 ITH shall deliver the products and provide the services either for the duration of the project agreed upon with the customer or for the duration agreed upon in the Contract. As far as services or products under the Contract are provided on an ongoing basis, each party shall have the right to terminate the Contract in written by registered mail at the end of each quarter, giving 6-months' prior notice. Maintenance services, however, shall not be terminated before the end of the minimum duration agreed upon in the Contract. Any software programs not yet accepted at the time the Contract is terminated shall in any case be completed and compensated under the terms and conditions of the Contract.

- 12.2 In all other respects each party shall have the right to prematurely terminate for good cause, in writing by registered mail, a Contract concluded on an ongoing basis. Good cause shall be deemed to exist, in particular, (a) when the other party's property and assets are subjected to insolvency proceedings or when the opening of such proceedings is rejected due to a lack of assets, or (b) when the other party violates material obligations under the Contract, unparticular payment obligations, in spite of having been granted an adequate period of grace, so that the terminating party can no longer be reasonably expected to continue the Contract, or (c) the provision of services is obstructed or prevented due to force majeure for a period in excess of six months. If the services and deliveries are not provided on an ongoing basis, the provisions of this paragraph shall apply correspondingly, provided that the customer may only terminate the Contract due to a gross negligent breach of Contract by ITH.
- 12.3 ITH has the right to cancel the contract if in the course of service provision through ITH the final and permanent impossibility of performance appears and the customer does not change the specification with effects a possible execution of the Contract by ITH. The customer has to replace incurred fees, costs and expenses occurred at ITH up to the resignation.
- 12.4 If the service is not provided in the long run, the above provisions apply mutatis mutandis with the proviso that the customer is due to a breach of the Contract by ITH, however, he is entitled to withdraw only if the breach is due to gross negligence of ITH.

13. Export Control Clause

- 13.1 If Recipient transfers goods (hardware and/ or software and/ or technology as well as corresponding documentation, regardless of the mode of provision) delivered by ITH or works and services (including all kinds of technical support) performed by ITH to a third party Recipient shall comply with all applicable national regulations of the contractors country and international (re-) export control regulations. In any event of such transfer of goods, works and services Recipient shall comply with the national, EU- and US-(re-) export control regulations.
- 13.2 Prior to any transfer of goods, works and services provided by ITH to a third party Recipient shall in particular check and guarantee by appropriate measures that (a) There will be no infringement of an embargo imposed by the European Union, by the United States of America and/ or by the United Nations by such transfer, by brokering of contracts concerning those goods, works and services or by provision of other economic resources in connection with those goods, works and services, also considering the limitations of domestic business and prohibitions of by-passing those embargos; (b) Such goods, works and services are not intended for use in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorization, unless required authorization is provided; (c) The regulations of all applicable Sanctioned Party Lists of the European Union and the United States of America concerning the trading with entities, persons and organizations listed therein are considered.
- 13.3 If required to enable authorities or ITH to conduct export control checks, Recipient, upon request by ITH icoserve, shall promptly provide ITH with all information pertaining to the particular end customer, the particular destination and the particular intended use of goods, works and services provided by ITH, as well as any export control restrictions existing.
- 13.4 Recipient shall indemnify and hold harmless ITH from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by Recipient, and Recipient shall compensate ITH for all losses and expenses resulting thereof.

14. Retention Clause

- 14.1 ITH' obligation to fulfill this agreement is subject to the proviso that the fulfillment is not prevented by any impediments arising out of national and international foreign trade and customs requirements or any embargos [or other sanctions].

15. Concluding Clauses

- 15.1 Any amendments or alterations to the Contract shall have to be made in writing in order to be effective.
- 15.2 Side agreements and contract amendments shall be made in writing.
- 15.3 The customer hereby expressly consents to receive any submission of ITH for promotional purposes (in particular, information about new software components or improvements, new software versions, etc.) also via electronic means.
- 15.4 ITH shall have the right to transfer and assign the Contract with all its rights and obligations to another company of the Siemens Group.
- 15.5 The customer consents to the transfer of data from this business case to other companies of the Siemens Group for the purposes of intra-group reporting. Furthermore, the customer consents, that ITH may name the

customer and the respective project as reference vis-à-vis third parties. Other information, as but not limited to press releases, shall be coordinated mutually by the parties.

- 15.6 If any of the provisions of the Contract is or becomes invalid, this shall not serve to invalidate the remaining provisions thereof. In such cases, the parties shall make every effort to find provisions whose business result would match those of the invalid provision as closely as possible.
- 15.7 Additions and amendments to the contract and these terms and conditions (GTC) shall be in writing. This also applies to any waiver of this written form requirement.
- 15.8 The fulfillment of the Contract on ITH's part is subject to the proviso that this shall not be prevented by impediments on the grounds of national and/or international legal requirements, in particular export control provisions. When utilizing the Services of ITH the customer shall be responsible for the compliance of said Austria or any other applicable export regulations, in particular but not limited to German and US export regulations. Specifications relevant for export and custom regulations shall be included in the invoice.

ITH icoserve technology for healthcare GmbH - Innrain 98 - A-6020 Innsbruck
 Tel: +43 (0) 50 86 48-4500 - Fax: +43 (0) 50 86 48-4539
 Email: office@ith-icoserve.com - Web: www.ith-icoserve.com
 Commercial Register No.: FN 174117f - Register Court: Innsbruck
 DVR: 0983039 - UID ATU45426409
 Bank Details: Bank Austria Creditanstalt (BLZ 11000), Konto 02273439600
 IBAN: AT361100002273439600, BIC: BKAUATWW

