

ORTEC Logiqcare's General Terms and Conditions



Introduction

This document describes the general terms and conditions of ORTEC Logiqcare (hereinafter referred to as the "Terms"), in the following chapters:

- Chapter 1: Applicability and ranking
- Section 2: General Provisions Applicable to All Services and/or Software
- Chapter 3: Special provisions applicable to Software as a Service (SaaS)
- Chapter 4: Special provisions applicable to Professional Services

Chapter 1: Applicability and order of precedence

- 1.1 The capitalized terms are defined in Article 2.1 Definitions.
- 1.2 The Terms and Conditions apply to all offers and Agreements whereby ORTEC provides Logiqcare Services and/or Software of any nature and under any name whatsoever to the Client.
- 1.3 All offers and other communications of ORTEC Logiqcare are without obligation, unless otherwise determined in writing by ORTEC Logiqcare. The Client guarantees the accuracy and completeness of all information provided to ORTEC Logiqcare and on which ORTEC Logiqcare has based its offer.
- 1.4 Deviating terms and conditions or other terms and conditions of the Client are expressly excluded.
- 1.5 The Client accepts the User Agreement referred to in Article 1.6 which describes the Services and/or Software and specifies, among other things, the scope, duration of, and the Fee for, the Services and/or Software to be provided to the Client.
- 1.6 In the event of any discrepancies between the documents constituting the Agreement, the following order of precedence shall apply (with the aforementioned document prevailing over the document referred to below):
 - a. Use Agreement
 - b. ORTEC Logiqcare SaaS for Cloud native SLA (if applicable)
 - c. Description of the processing
 - d. ORTEC Logiqcare's General Terms and Conditions



Chapter 2: General provisions

2.1 Definitions

Unless otherwise expressly provided or unless the context otherwise requires, the capitalized terms used in the Terms shall have the following meanings:

- **"Agreement"**: the agreement entered into between ORTEC Logiqcare and the Client, in which the rights and obligations with regard to the Software and/or Services are laid down, with reference to the User Agreement, Service Level Agreement (if applicable), Framework Agreement (if applicable) and the General Terms and Conditions.
- **"Client"**: refers to the party that has entered into an Agreement with ORTEC Logiqcare.
- **"Client-specific Software"**: refers to non-standard software developed for and on behalf of the Client by ORTEC Logiqcare.
- **"Consultant"**: the person appointed by ORTEC Logiqcare to provide the Services as described in the Agreement to the Client.
- **"Customer Content"** means any customer data (including personal data) that is uploaded, stored or created in the Software.
- **"End User"**: refers to any type of Customer.
- **"Fee"**: refers to the applicable rates agreed with the Client, including the taxes due and other charges arising from the applicable Agreement.
- **"Force Majeure"**: refers to causes or circumstances beyond the control of the parties, such as war, hostilities, governmental action due to a pandemic or terrorist attack, mobilization or call-up for military service, fire, flood, strike, delay in delivery by ORTEC Logiqcare's suppliers or other circumstances of similar importance that make performance of the obligations under the Agreement impossible.
- **"Intellectual Property Rights"** means patents, utility models, rights to inventions, copyrights, related and related rights, moral rights, trademarks, trade names, service marks and domain names, goodwill and rights of action for unfair competition, design rights, semiconductor topography rights, database rights, confidential information (including know-how and trade



secrets and the right to protect confidential information). and all other intellectual property rights, whether registered or unregistered and including all applications, registrations granted on the basis of applications and rights to apply for renewal or renewal of rights and to invoke a right of priority, and any similar or equivalent rights or forms of protection existing now or in the future, anywhere in the world.

- **"Maintenance and Support"**: refers to all work performed by ORTEC Logiqcare to ensure the availability of the Services and Software.
- **"Parties"**: ORTEC Logiqcare and the Client jointly.
- **"Professional Services"**: refers to the work of Consultants performed on behalf of ORTEC Logiqcare, including but not limited to consultancy services, the development of Software and the implementation of Software, as described in the User Agreement.
- **"SaaS"** or "Software as a Service": refers to all services of ORTEC Logiqcare related to managed services and cloud services, on a single-tenant or multi-tenant basis, as described in the Service Level Agreement.
- **"Service Level Agreement (SLA)"**: refers to the service level agreement applicable to the Services as defined in the Agreement.
- **"Services"**: refers to all services provided by ORTEC Logiqcare, including SaaS and Professional Services.
- **"Software"**: refers to the software referred to in the Standard Software Terms and Customer-Specific Software.
- **"Subscription"** means a perpetual software license that allows Customer to use the Software during the Subscription Term. The Customer pays a fixed ongoing Fee or a variable Fee based on usage.
- **"Termination/Terminate"** means Termination that under applicable law, to the extent permitted, desired and communicated, results in the termination of the obligations of the parties, without prejudice to the obligations arising before the date of Termination.
- **"Terms"** means the terms and conditions set forth in this document for the use of the Software and/or Services.
- **"Third-Party Components"**: refers to third-party components such as data and/or software available as part of the Software and/or Services.
- **"Updates"**: refers to new software versions in which programming errors (bugs) or malfunctions in the previous version have been corrected and/or performance or functionality has been improved by additional features, changes and/or modifications.
- **"Use Agreement"**: ORTEC Logiqcare's confirmation of an order signed or to be signed by the Client, specifying the Software and/or Services to which the Terms apply.



2.2 Compensation and payment terms

- 2.2.1 The Client cannot derive any rights from a cost estimate provided by ORTEC Logiqcare, unless otherwise agreed in writing by the parties. A budget specified by the Client shall only be considered as a fixed Fee if the estimate has been expressly agreed in writing by the parties.
- 2.2.2 The Client agrees that ORTEC Logiqcare will invoice the Fee due in accordance with the payment terms and payment method as stipulated in the Agreement, including the taxes and other costs due arising from the use of the Software and/or Services. In the absence of an agreed payment schedule, Customer shall pay invoices within thirty (30) days of the invoice date.
- 2.2.3 The applicable Professional Services Fee will be calculated on the basis of time and materials, unless otherwise agreed in the Agreement.
- 2.2.4 If ORTEC Logiqcare, at the request of or with the prior approval of the Client, has carried out work or provided other Services that are not covered by the Services described in the Agreement (additional work), the Client will owe the applicable rates of ORTEC Logiqcare for these Services. Additional work also means an extension or modification of the Software and/or Services.
- 2.2.5 ORTEC Logiqcare is entitled to adjust the (continuous) Reimbursement annually as of January 1 of each calendar year. The Client expressly agrees to the annual adjustment if it does not exceed the Consumer Price Index (CPI) of the statistical office of the country whose law applies. As a benchmark for the annual indexation, ORTEC Logiqcare uses the CPI figure for the month of October of the previous year. Any adjustment higher than this CPI will be announced by email or otherwise. In the event that the adjustment exceeds the CPI, the Client shall have the right to terminate the relevant Agreement or Agreements by written notice, within one (1) month of the



announcement of the adjustment of the Fee. If the Client does not respond to an announced adjustment within the said period of one (1) month, the Client will be deemed to agree to ORTEC Logiqcare's new Fee.

- 2.2.6 ORTEC Logiqcare is entitled to adjust the non-continuous Fee. ORTEC Logiqcare will notify the Client in writing in advance of a rate adjustment, subject to a reasonable notice period.
- 2.2.7 To dispute a Fee or invoice, the Client must notify ORTEC Logiqcare in writing and with reasons (possibly accompanied by supporting documents) within thirty (30) days of the invoice date. After the expiry of this period of thirty (30) days, an invoice may no longer be disputed. The Client must pay any undisputed part of an invoice at all times; the Customer may not suspend or set off the payment.
- 2.2.8 If the Client fails to pay undisputed Fees in a timely manner in accordance with the provisions above, ORTEC Logiqcare has the right to suspend or terminate the Client's access to the Software and/or Services. Interest at a rate of 1.5% per month is payable on undisputed overdue amounts, plus the collection costs incurred including lawyer's fees, court fees, etc.
- 2.2.9 The Client agrees to pay all Fees as agreed and specified by ORTEC Logiqcare, including the costs for use that is outside the scope of the Agreement, plus customs or other duties, duties or taxes imposed by the authorities and costs for late payment. The Customer is not entitled to suspend or set off the payment of any Fees due.
- 2.2.10 For the duration of the Agreement, ORTEC Logiqcare may check the Client's records regarding the use of the Software and/or Services in order to ensure compliance with the Agreement. Notwithstanding the foregoing, ORTEC Logiqcare may conduct an audit at any time in the event of (i) audits required by governmental or supervisory authorities, (ii) investigations of alleged misappropriation, fraud or irregularities, or (iii) if ORTEC Logiqcare reasonably believes that an audit is necessary to address operational issues or issues that pose a threat to ORTEC Logiqcare's operations.
- 2.2.11 If applicable, Customer shall provide ORTEC Logiqcare with additional invoice/contract/reference numbers for the processing of invoices within its own organization. An invalid invoice or reference number will never constitute a reason for the Customer to withhold or suspend payment.
- 2.2.12 If the Client consists of several natural and/or legal persons, these persons are jointly and severally responsible and liable for the fulfilment of the Agreement.

2.3 Duration and Termination

- 2.3.1 The Agreement shall commence on the date specified in the User Agreement and shall remain in full force and effect for the duration specified in the Agreement, pursuant to which the Customer may use the Software and/or Services (or if no term is specified, until termination in accordance with this Agreement), unless terminated earlier as set forth in these Terms.
- 2.3.2 If the Agreement includes an initial term ("Initial Term") or renewal term ("Renewal Term"), the Agreement will automatically renew for a subsequent term of at least one (1) year (Renewal Term). Either party may Terminate the Agreement at least ninety (90) days prior to the end of the Initial Term or Renewal Term by Notice by the end of the Initial Term or a Renewal Term, by giving written notice to the other party. The burden of proof lies with the terminating party.
- 2.3.3 Either party may Terminate and Void the Agreement in the event of a material breach:
 - a. if this shortcoming of the other party is not remedied within thirty (30) days after written notification of the (remedial) shortcoming, or
 - b. if bankruptcy proceedings or any other proceedings relating to insolvency, guardianship or liquidation are instituted against the other party, in which case the Agreement may be terminated with immediate effect.
- 2.3.4 Upon Termination of the Agreement, for any reason:
 - a. the Client will cease using the Software and/or the Services;
 - b. ORTEC Logiqcare will no longer make the Software and/or the Services available to the Client. ORTEC Logiqcare will retain all Client Data in its possession for a period of up to two (2) months after the Termination and will provide Client with access to the Software and/or the Services – for a reasonable period of time, for a reasonable number of users and for a reasonable fee – for the sole purpose of retrieving Client's data;
 - c. within fifteen (15) days of the Termination, Customer shall, to the extent reasonably practicable and if applicable, permanently remove all Software, Third Party Components

- and documentation, as well as copies thereof, from the systems on which they are installed, stored or retained;
- d. the Client shall, within thirty (30) days after the Termination, submit to ORTEC Logiqcare, through a director or other comparable officer, a written statement that the obligations under this article 2.3.4 have been fully fulfilled;
 - e. Client shall immediately pay all outstanding invoices plus interest due to ORTEC Logiqcare. For Services that have been delivered but not yet invoiced, ORTEC Logiqcare can send an invoice, which invoice is payable immediately upon receipt.
- 2.3.5 After the Initial Term of the Agreement, as stated in the User Agreement, ORTEC Logiqcare may terminate any Service, any SLA, any use of Client-specific Software and customer-specific modifications, add-ons and interfaces for Standard Software if, in the sole opinion of ORTEC Logiqcare, the relevant Software or Service has reached the end of its lifespan.
- 2.3.6 If the Client wishes, ORTEC Logiqcare can provide transition services after the end of the Agreement under the conditions agreed between the parties in the Agreement, based on time and material.
- 2.3.7 Termination of the Agreement shall be without prejudice to any other rights or remedies to which the parties are entitled under the Agreement or by law. It does not affect any accrued rights or obligations of the parties or provisions that are expressly or implicitly intended to become or remain in effect after the Termination.
- 2.3.8 Termination or expiration of the Agreement shall be without prejudice to the rights, remedies or obligations accruing or having been incurred by the parties up to the time of the Termination or Expiration, including the right to claim damages in respect of any breach of the Agreement that existed on or before the date of the Termination or Expiration.
- 2.3.9 The following provisions of the Agreement shall remain in force upon the (premature) Termination of the Agreement: 2.4, 2.9-2.12.
- 2.3.10 Customer shall never be entitled to a (pro-rata) refund of any amounts paid in advance with respect to the Software and/or Services, regardless of the reason for the Termination.
- 2.3.11 The Terms may be renewed or amended by ORTEC Logiqcare from time to time, with reasonable prior notice to the Client. These renewed/amended Terms and Conditions shall automatically apply to the Agreement if they are not rejected by written notice from the Client within one (1) month of receipt or notification of the renewed/amended Terms.
- 2.4 Intellectual property rights
- 2.4.1 ORTEC Logiqcare is and remains the sole owner of all Intellectual Property Rights with respect to any form of Software and/or Services provided (including but not limited to Updates, documentation, etc.) and with regard to the know-how developed during and/or in connection with this Software and/or Services. No ownership of any Intellectual Property Rights relating to the Software and/or Services, including any changes to the Software or any other information or materials provided by ORTEC Logiqcare, shall be assigned or transferred to the Client. All Intellectual Property Rights are protected by provisions of international treaties and applicable legislation. The structure, organization, and code of the Software are valuable trade secrets and confidential information owned by ORTEC Logiqcare, its licensors, and affiliates.
- 2.4.2 The Client is granted a non-transferable, non-exclusive, non-pledgeable and non-sublicensable right to use the Software and/or Services in accordance with the purposes and applications described in the Agreement. This Agreement may contain limitations on the scope of use of the Software, such as number of workstations, number of concurrent users, storage, etc.
- 2.4.3 Customer may not remove or alter any confidentiality, copyright, trademark, trade name or any other designation of Intellectual Property Rights.
- 2.4.4 ORTEC Logiqcare guarantees that the Software and/or Services do not infringe any Intellectual Property Rights of third parties to the best of its knowledge.
- 2.4.5 If ORTEC Logiqcare is willing to transfer an intellectual property right, this must be done in writing and explicitly. If the parties agree in writing that an intellectual property right with regard to Software or other works or materials specifically developed for the Client will be transferred to the Client, this does not affect the right of ORTEC Logiqcare to use the underlying development, algorithms, documentation, works, protocols and standards for other purposes without any restriction, for themselves or for third parties.



- 2.4.6 Except as expressly granted in the Terms, no rights, licenses, indemnities, covenants to take legal action or any other rights or immunities, express or implied, by estoppel or otherwise, are granted by ORTEC Logiqcare to the Client. Notwithstanding anything to the contrary in the Terms, no rights or licenses are granted by ORTEC Logiqcare to the Client, explicitly or implicitly, with respect to technologies necessary for the use of the Software and/or Services.
- 2.5 Obligations of the Customer
- 2.5.1 In order for ORTEC Logiqcare to be able to provide the Services, Maintenance and Support to the Client, the Client must meet certain conditions. The most important are:
 - a. The Client must inform ORTEC Logiqcare about substantial changes in the load of the Software and/or Services, the named End Users or the designated contact persons of ORTEC Logiqcare. Large changes in software parameters, the amount of data loaded, the resources available, or the extent of usage can affect performance. The Client shall inform ORTEC Logiqcare of this in a timely manner, so that ORTEC Logiqcare can perform an impact analysis.
 - b. The Client must provide ORTEC Logiqcare with all requested information that ORTEC Logiqcare deems relevant in order to resolve any issues that arise as quickly as possible.
- 2.5.2 The Client is responsible for the security of its own and/or outsourced computer systems, infrastructure and connection to the Software and/or Services.
- 2.6 Availability, Maintenance, and Support
- 2.6.1 The Customer is entitled to Maintenance and Support and certain availability guarantees as set forth in the Service Level Agreement and agreed in the User Agreement.
- 2.7 Acceptance
- 2.7.1 ORTEC Logiqcare has fulfilled its obligations under the Agreement with regard to the Software and/or Services at the time that:
 - a. the Customer uses the Software and/or Services for the first time in a production or operational environment; or
 - b. if an acceptance test has been agreed between the parties: on the first day after the specified test period if the Client has not submitted a test report, or at the time that ORTEC Logiqcare has received a positive test report before the end of the agreed test period; or
 - c. if no acceptance test has been agreed between the parties: at the time of making available the Software and/or Services or, in the event that installation has been agreed upon in writing by ORTEC Logiqcare, at the time of completion of the installation.
- 2.7.2 Acceptance of Software (by means of a positive test report) may not be withheld on grounds other than those related to the specifications expressly agreed between the parties and furthermore only because of serious errors, i.e. repetitive errors that reasonably impede the use of the Software in a production or operational environment. Small mistakes are not a reason to refuse acceptance.
- 2.7.3 The acceptance of Standard Software is never related to its functionalities or performance, but to the extent expressly agreed between the Parties, it is exclusively related to the Professional Services, for example the associated implementation of customer-specific configuration work.
- 2.7.4 ORTEC Logiqcare is obliged to correct serious errors as mentioned in article 2.7.2 within a reasonable period of time, as described in the Service Level Agreement, after which the acceptance test will be performed again. Articles 2.7.1 and 2.7.2 then apply again.
- 2.8 Representations and warranties
- 2.8.1 The Client and ORTEC Logiqcare represent and warrant to each other that:
 - a. They have all necessary rights and powers to comply with the Terms and the obligations arising therefrom;
 - b. The fulfillment of the Terms and Conditions is not in conflict with any other agreement to which ORTEC Logiqcare and the Client are a party;
 - c. They are not on any government blacklist or other list that makes them subject to export restrictions.
- 2.8.2 Further Representations and Warranties:
 - a. Both parties shall comply with all applicable laws, the Terms and all documents, technical guidelines and other requirements forming part of the Agreement;



- b. Both parties shall implement and comply with appropriate data protection and security measures in connection with the Software and/or Services;
- c. Neither party will infringe in any way on Intellectual Property Rights, privacy rights, personality rights or other rights of third parties;
- d. Customer Content will not contain or distribute viruses, spam, harmful files, malicious code or other malware, technology or data that may harm or disrupt the operation of the Software and/or Services;
- e. Both parties shall exercise due care required by law in the design, production, testing, distribution and operation of the Software and/or Services;
- f. ORTEC Logiqcare declares that, to the best of its knowledge, the Software is free of viruses, worms, Trojan horses and other harmful components. There is no breach of this warranty by ORTEC Logiqcare if the Client or a third party allows malicious code or data in the Software and/or Services or allows access to the Software and/or Services (whether knowingly or unknowingly);
- g. Both parties shall consult with each other when they receive a court order from a (foreign) government agency to disclose confidential information of the other party and shall endeavour to transfer the matter to the other party before disclosing information, except where such court order requires confidentiality.

2.9 Exclusion of Warranties

- 2.9.1 The Client expressly understands and agrees that the use of the Software and/or Services is solely at the Client's risk. ORTEC Logiqcare, its affiliates, suppliers, and their licensors expressly disclaim, to the fullest extent permitted by applicable law, all express, implied, statutory, and other warranties with respect to the Software and/or Services, including all implied warranties of merchantability, fitness for a particular purpose (outside the Agreement), non-infringement, title, and all implied warranties arising out of any course of dealing or performance.



2.10 Limitation of Liability

- 2.10.1 To the fullest extent permitted by applicable law, ORTEC Logiqcare, its affiliates, their employees, directors, and licensors shall not be liable for any indirect or consequential damages, howsoever caused, whether based on contract, tort, negligence, or any other theory of liability arising out of or in connection with (i) the Agreement; or (ii) the use of or inability to use the Software and/or Services, the results or the Components of Third Parties, even if ORTEC Logiqcare would have been aware of the possibility of such damages. Notwithstanding the foregoing, the liability of ORTEC Logiqcare, its affiliates, their employees, directors and licensors shall be limited to the total Fee due to ORTEC Logiqcare for the twelve (12) months prior to the event giving rise to the liability, or, if the Agreement has not yet been in force for twelve (12) months, a corresponding amount as if the Agreement were already in force.
- 2.10.2 The parties are released from liability for non-performance of obligations under the Agreement to the extent that the performance by either party is prevented by Force Majeure.
- 2.10.3 The party that wishes to invoke Force Majeure must immediately notify the other party of the occurrence and termination of the Force Majeure situation. ORTEC Logiqcare is not liable for any non-performance due to unforeseen circumstances or causes beyond the reasonable control of ORTEC Logiqcare. In case of Force Majeure, the period granted to ORTEC Logiqcare for performance will be extended by a period equal to the duration of the delay caused by the force majeure situation.

2.11 Indemnification

- 2.11.1 Client agrees to defend, indemnify, and hold harmless ORTEC Logiqcare and its affiliates, contractors, suppliers, and licensors from and against any and all demands, demands, claims, demands, legal proceedings, liabilities, assessments, losses, costs, and damages arising out of or arising out of:
 - a. breach of the Agreement by the Client;
 - b. use of the Software and/or Services, Third-Party Components or any information or results derived therefrom by the Customer or a third party;
 - c. infringement or violation of Intellectual Property Rights or other rights of third parties by Customer. Client's obligations under these Terms include ORTEC Logiqcare's defense costs

(i.e., attorneys' fees and other legal fees), as well as the payment of a final judgment rendered against ORTEC Logiqcare. This section shall survive the expiration or Termination of the Agreement.

2.11.2 The Client shall fully cooperate with the defence of any claim upon reasonable request. ORTEC Logiqcare reserves the right to take on the defence against a claim for which the aforementioned indemnification applies.

2.12 Confidentiality

2.12.1 Confidential information includes all business information and materials of the parties (the Client and ORTEC Logiqcare) received by the other party, including quotations, quotations, products, designs, business plans, business opportunities, financial information, research & development, knowledge, personnel, confidential information of third parties and trade secrets. Confidential information does not include:

- a. information made available to the public by the party to whom the information belongs;
- b. information which one Party can demonstrate was already lawfully in its possession prior to disclosure by the other Party;
- c. information that has been independently developed by a party without the use of confidential information of the other party; or
- d. information that a party has lawfully obtained from a third party that was not under a duty of confidentiality in this regard.

2.12.2 A party that receives confidential information from the other party may disclose such confidential information to its affiliates and contractors, provided that the recipients must know such information and are bound by confidentiality obligations at least as onerous as those contained herein.

2.12.3 Both the Client and ORTEC Logiqcare are obliged to maintain the confidentiality of confidential information and may not disclose, publish or distribute it to third parties without the prior written consent of the other party.



2.13 (Delivery) conditions

2.13.1 ORTEC Logiqcare will make reasonable efforts to comply with the (delivery) conditions and/or (delivery) terms as stated or agreed between the parties. Interim (delivery) dates stated by ORTEC Logiqcare are always target dates and are not binding on ORTEC Logiqcare.

2.13.2 If the parties have agreed that the delivery of the Software and/or Services will take place in phases, ORTEC Logiqcare has the right to postpone the delivery of the Software and/or Services until the Client has approved the results of the prior phase in writing.

2.14 Governing Law and Jurisdiction

2.14.1 All offers, legal relationships and Agreements between ORTEC Logiqcare and the Client, as well as these Terms and Conditions themselves, are governed by the law of the country in which ORTEC Logiqcare is located, as stated below. Disputes between ORTEC Logiqcare and the Client arising out of or in connection with the Agreement shall be submitted to the exclusive jurisdiction of the courts as listed below, both in the first instance and for interim relief, for resolution. If the court of competent jurisdiction finds any provision of the Terms to be invalid, then that invalid provision shall be removed from the Terms and the remaining provisions of the Terms shall remain in full force and effect.

Dutch law applies. Disputes are settled by the competent Dutch courts.

Chapter 3: Special provisions Software as a Service (SaaS)

Chapter 3 applies to all Agreements where ORTEC provides Logiqcare SaaS to the Client.

3.1 Access to Software as a Service

3.1.1 Customer will receive a unique user account with exclusive access credentials for each End User for the period of an active subscription, as described in the Agreement. ORTEC Logiqcare hosts the SaaS and makes it available to the Client, as set out in the Agreement.



- 3.1.2 SaaS offered by ORTEC Logiqcare may be updated from time to time, at the sole discretion of ORTEC Logiqcare. These Updates may relate to Third-Party Components, functionality and user interfaces, and may affect performance. ORTEC Logiqcare has the right to limit or extend the functionality, and to terminate non-essential functionality.
- 3.1.3 Customer is obliged to ensure that the access data of End Users cannot be used by third parties or used for purposes other than the agreed use of the SaaS in accordance with the Agreement. If the Client becomes aware of possible misuse or loss of access data, the Client shall immediately inform ORTEC Logiqcare thereof.
- 3.1.4 If the Client violates a security measure set by ORTEC Logiqcare or violates a condition of ORTEC Logiqcare for the use of the SaaS, ORTEC Logiqcare reserves the right to terminate the use of the SaaS by the Client, block access and, if necessary, terminate the Subscription. Prior to such termination or denial of access, ORTEC Logiqcare will send a written warning to Client and Client will be granted a reasonable period of time to remedy the breach, provided that this is possible. If the violation is remedied, no termination or denial of access will follow.
- 3.2 Subscriptions & operational use
- 3.2.1 ORTEC Logiqcare offers Subscriptions for the use of Software as a Service. These Subscriptions are described in the Agreement and are offered to the Client by ORTEC Logiqcare or an authorized distributor of ORTEC Logiqcare.
- 3.2.2 The Customer must comply with the terms and conditions of application and use as described in the Agreement. If the Client wishes to amend the terms and conditions of use as described in the Agreement, this can be done by changing the Subscription. A change will take place in consultation with ORTEC Logiqcare. The parties will determine the adjustments and the associated (additional) costs. Differences due to a higher/lower subscription amount will be calculated on a pro-rata basis. An amendment to the terms of use will only take effect after the amended Subscription has been signed by both parties.
- 3.2.3 Operational use of the SaaS is strictly limited to production environments, as described in the Subscription and stipulated in the User Agreement.



Chapter 4: Special provisions for professional services

Chapter 4 applies to all Agreements in which ORTEC provides Logiqcare Professional Services to the Client.

- 4.1 Available resources and hours
- 4.1.1 The Professional Services are provided by ORTEC Logiqcare's Consultants as set forth in the Agreement. ORTEC Logiqcare may use subcontractors to provide the Professional Services.
- 4.1.2 ORTEC Logiqcare provides the Professional Services during regular local business hours, excluding public holidays.
- 4.1.3 ORTEC Logiqcare provides the Professional Services at the request of the Client as set out in the Agreement, insofar as the Consultants mentioned in the Agreement are available.
- 4.2 Obligations of ORTEC Logiqcare
- 4.2.1 ORTEC Logiqcare provides Professional Services at the request of the Client for the number of hours set out in the Agreement.
- 4.2.2 ORTEC Logiqcare will use its best efforts to provide the Professional Services to the best of its ability, where applicable in accordance with the Agreement and procedures agreed in writing with the Client.
- 4.2.3 All Professional Services provided by ORTEC Logiqcare are performed on the basis of an obligation to perform to the best of one's ability, unless and insofar as a result has been explicitly promised in the Agreement and the result in question has been described with sufficient determinability. Agreements on service or performance levels must always be expressly agreed in writing.
- 4.2.4 If the Agreement states that the Professional Services will be delivered in phases, ORTEC Logiqcare has the right to postpone the delivery of the Professional Services that belong to a subsequent phase until the Client has accepted the results of the previous phase in writing. In



the event of a delay in acceptance, the agreed deadlines will be extended by a period equal to the duration of the delay.

- 4.2.5 ORTEC Logiqcare is not obliged to follow instructions that change or expand the scope of the agreed Professional Services.

4.3 Obligations of the Customer

- 4.3.1 Fulfilment of its obligations by ORTEC Logiqcare is subject to fulfilment by the Client of the obligations set out below, at no cost to ORTEC Logiqcare. A delay in the Client's performance of the obligations may result in additional costs and/or delay in the completion of the Professional Services:

- a. Customer is responsible for the information, data and content of databases and for the accuracy, completeness and consistency of the information, data and content of databases provided by Customer.
- b. The Client is responsible for the access to and the security, encryption, use, transmission, backup and recovery of the information and data provided by the Client to ORTEC Logiqcare. The Client is also responsible for obtaining all consents required by ORTEC Logiqcare to use, transmit, store and process the data to which the Client has given ORTEC Logiqcare access in order to provide the Professional Services. The Client is responsible for the privacy of such data.
- c. The Client shall provide secure access, suitable office space, supplies, a high-speed internet connection, and other amenities that the ORTEC Logiqcare Consultants may need during their work at the Client's location.
- d. The Client is responsible for the final choice or approval of the solution and technical architecture.
- e. The Client acknowledges that the success of information and communication technology work depends on proper and timely mutual cooperation. The Client will always provide all reasonable cooperation desired by ORTEC Logiqcare in a timely manner. In addition, the Client will always, on its own initiative, provide all cooperation to ORTEC Logiqcare in a timely manner and provide all data and information that the Client knows or should know are important for the execution of the Agreement. All consequences of incorrect, incomplete or late provision of information by the Client are at the expense and risk of the Client.
- f. The Client shall ensure that he has entered into the necessary agreements with third parties whose activities are essential to enable ORTEC Logiqcare to provide the Professional Services. Client shall obtain all licenses and approvals with respect to the resources necessary for ORTEC Logiqcare and its subcontractors to provide the desired Professional Services. Client agrees to reimburse all reasonable costs, including the costs of legal proceedings and settlements made by ORTEC Logiqcare as a result of Client's failure to obtain the necessary licenses and approvals.

4.4 Duration

- 4.4.1 The Professional Services are provided for the specified duration, from the Effective Date, as set out in the Agreement. If the effective date changes, ORTEC Logiqcare will notify the Client in writing.

