

General Terms of Business (B2B)

cogvis software und consulting GmbH

1. Subject matter of the contract

- 1.1. Cogvis (“we” and derivatives) develops and sells AAL solutions (Active and Assisted Living) to customers (“you” and derivatives) to support health-conscious people who are in need of care and the people close to them, such as relatives and nursing staff, in their daily lives.
- 1.2. The subject matter of these GTB is our own system “cogvisAI”, which includes (1) the sale of other devices we have developed, such as fall sensors and docking stations (“Hardware” or “Devices”), and (2) the software modules that we provide to you for a fee, which allow various aspects of people’s behavior to be analyzed in real time, such as recognizing when they fall or stand up (“Software Modules”).
- 1.3. To efficiently manage the Hardware and the Software Modules (by activating or deactivating Software Modules, managing the sensors, taking various measures related to settings, etc.), we have developed a management platform (“Management Platform”) that you may also access under these GTB.
- 1.4. You may select various packages concerning the Hardware we offer, as well as various Software Modules. Therefore, the specific scope of the subject matter of the contract between you and us is specified in the offer that we create and you accept in writing, and, regarding the Software Modules, is revealed when you activate the Software Modules via the Management Platform.

2. Scope of application

- 2.1. All the contracts we enter into with you are governed by these terms of business.
- 2.2. Our services are described in greater detail in the following items 3., 4., 5., and 6.
- 2.3. The contract relationship between you and us is formed when you accept the respective offer in writing. By accepting the offer, you accept these GTB.

3. Performance Specifications for Hardware; Retention of title

- 3.1. We shall sell and deliver to you the purchased quantity of devices (such as fall sensors and docking stations). You shall bear the transport costs and risk.
- 3.2. At your request, we shall also install the delivered Device(s) in your premises for a fee.
- 3.3. In any case, we and you shall put the Hardware into operation (“Final Acceptance”).
- 3.4. After the Hardware is installed, we shall provide an initial technical training session at no charge.
- 3.5. We retain ownership of the Hardware until the purchase price and all costs and expenses are paid in full.

4. Performance Specifications for Software Modules

- 4.1. For the duration of the contract relationship and for a fee, we shall grant you the non-exclusive, nontransferable right to use the Software Modules, which you have activated, exclusively to perform your professional activity; this includes the nonexclusive, nontransferable right to access the Management Platform in the course of your business (for a fee) during the contract period.
- 4.2. You shall not use the Software Modules beyond the use allowed under this contract, allow nonparties to use them, or make them available to nonparties.
- 4.3. To use the Management Platform, you must provide internet-ready end devices.
- 4.4. You may use selected nonparty service providers (subcontractors) to render any services under this item 4.
- 4.5. We guarantee 95% system availability for the Software Modules during a one-year period – provided this is in our sphere of influence – although availability might need to be interrupted (for maintenance, updates, or backups, for example). If we are planning to interrupt availability and downtimes will be greater than five minutes, we shall notify you at least one business day in advance.

5. Support and maintenance

- 5.1. After the Hardware is installed, we shall provide a one-time technical training session for you at no charge (item 3.4.).
- 5.2. On business days from 9 am until 5 pm, you may report problems at no charge on a service hotline offering first- and second level support, under +43 1 236 058 014 or **support@cogvis.at**. That service hotline is your direct point of contact for all questions about our services. Outside the aforementioned support service times, you may also send inquiries and reports to the following email address: **support@cogvis.at**.
- 5.3. And the following support and maintenance services are included in the fee for the activated Software Modules:
 - Regular software updates, if this is compatible with the Hardware installed on your premises;
 - Continual enhancement of the Software Modules

6. After-sales services

- 6.1. We offer the following after-sales services for a fee and on agreement with you:
 - Installing the Hardware
 - Troubleshooting on your premises
 - Individualized system settings on your premises;
 - Consulting services;
 - Further trainings;

7. Your obligations

- 7.1. You shall comply with the provisions of the Austrian Data Protection Act 2000 and the General Data Protection Regulation as amended, including without limitation by obtaining any necessary consent before processing customer data to the extent required by law. You shall indemnify us and hold us harmless against all breaches of data privacy regulations that are not our fault.
- 7.2. You shall bring about the local, technical, organizational, and legal conditions required

for installing the Hardware and using the Software Modules on your premises. In particular, you shall provide internet-ready end devices to guarantee access to the Management Platform.

- 7.3. You shall support us as necessary and at no charge in rendering our services agreed under the contract (by providing employees and working space and cooperating on requirements documents and tests, for example). In particular, you shall provide us with a qualified contact person.
- 7.4. At the beginning of the contract relationship, you shall give us an email address or other communication channel in writing with which we can contact you and which you shall check at regular intervals (at least once a day).
- 7.5. You shall ensure that the Hardware and Software Modules are operated properly.
- 7.6. You shall notify us in writing without undue delay as soon as you notice any fault or malfunction while using the Hardware or Software Modules, at the following email address: **support@cogvis.at**. If we must perform inspections, appraisals, or maintenance services on your premises, we shall perform them on a date set by mutual agreement. You shall confirm in writing the time required for that performance.
- 7.7. You shall train and inform your personnel to avoid asking us to make a maintenance or troubleshooting visit for problems caused only by operating errors. If we are asked to make a maintenance or troubleshooting visit for problems caused only by operating errors, we may charge you an additional fee for the service rendered as an after-sales service in accordance with item 6.

8. Fee; Default; Default interest

- 8.1. All services rendered will be billed according to the offer you accepted. The invoicing and pricing scales, payment methods, and rebate provisions listed in the offer (or, for newly added modules, those listed on the Management Platform during the activation period) will apply. All prices are net prices in euros and exclude legal VAT.
- 8.2. Fees for Hardware products are due for immediate payment on delivery. Fees for after-sales services are billed according to expenditure and invoiced after the service is rendered. Unless otherwise agreed in writing, all invoiced amounts are due immediately when the invoice is issued and payable within eight days without any deductions.
- 8.3. Fees for the Software Modules are invoiced monthly in retrospect. Unless otherwise agreed, the invoiced amount for the Software Modules is debited monthly in retrospect through a direct debit procedure, always during the week following the last day of the month. You will receive an authorization for the SEPA direct debit procedure when you receive the offer.
- 8.4. If the debiting is impossible (due to incorrectly disclosed account data or a lack of coverage, for example), and if a retroactive accounting fee is due, it will be passed on to you.
- 8.5. All prices are index-linked and are tied to the CPI 2015 or an index taking its place. The adjustment is made annually on 1 January. We shall announce any additional price adjustments at least three months in advance. If you do not accept such an adjustment, you may terminate this contract. If you do not terminate in writing by the time the price adjustment takes effect, that adjustment will be deemed agreed.
- 8.6. Whenever payment is late, we may refuse to render additional services and deliveries.

9. Setoff; Withholding; Prohibition of assignment

- 9.1. You shall not set off your own claims against your liabilities toward us.
- 9.2. You shall not withhold any payment or part thereof, either due to incomplete or delayed delivery or rendering of a service or due to guarantee or warranty claims.
- 9.3. You shall not assign claims without our written consent.

10. Delivery dates and partial deliveries

- 10.1. If no delivery date is agreed for delivering the Devices, we shall plan the delivery according to our normal delivery periods and notify you of the delivery date.
- 10.2. For orders encompassing multiple units or having divisible deliveries or services, we may make partial deliveries or render partial services and issue the invoice after delivering every individual unit or completing the partial services.

11. Contract period; Termination

- 11.1. The agreements on using Software Modules are entered into for an indefinite period, and either we or you may terminate them if giving one month of notice.
- 11.2. You may always deactivate individual Software Modules via the Management Platform without giving notice, so that the deactivated Service Module is decommissioned for the duration of the deactivation and we are not required to render any services concerning the decommissioned Software Module during the deactivation period.
- 11.3. A right of extraordinary termination exists for severe breaches of contract, in case the state in accordance with the contract is not restored within a reasonable grace period.
- 11.4. We may terminate extraordinarily if insolvency proceedings are initiated against your assets, or if a motion to initiate such proceedings is dismissed for lack of assets.
- 11.5. Any termination must be made through a registered letter.
- 11.6. Before the day on which the contract relationship in question will end, you shall promptly download onto your local system any of your data sets stored on our servers. After the relevant statutory retention obligations expire, we will irrevocably delete the data sets and access codes.

12. Warranty

- 12.1. You acknowledge that, according to the current state of technology, functional disorders of computer programs and systems can occur even if the utmost care is taken. Any system requirements or installation conditions we specify have been created with the greatest possible diligence. But due to the technical uncertainties that still exist, no warranty can be given that the devices delivered and Software Modules provided will function without errors even if the system requirements and installation conditions are met. In particular, it cannot be guaranteed that all desired incidents (including without limitation falls, sitting up, etc.) will be identified.
- 12.2. When the Software Modules are provided, we owe professional effort, and diligent rendering of services, that are state of the art. Brief, minor interruptions of the Software Modules, or errors that occur despite careful, state-of-the-art operations, do not constitute a defect.

- 12.3. You have also been informed and acknowledge that, due to the current physical, optical, and technical possibilities with a 3-D-based procedure, such as the one used in a fall sensor, we cannot guarantee that the in-depth data is 100% accurate.
- 12.4. We assume no warranty for faults, malfunctions, or damage attributable to improper operation by you; contamination with computer viruses; using unsuitable organizational materials and data storage devices; deviating from the installation, storage, or operating conditions; or transport damage.
- 12.5. Data are transferred between a fall sensor and the Management Platform using remote data transmission or internet with data encryption. We shall encrypt the data transfer, or have it encrypted by a nonparty we delegate, according to the state of the art. Yet we make no guarantee that the data transfer via external systems, including without limitation the internet or telecommunication networks, will not be tracked, recorded, or corrupted by nonparties. We shall take reasonable and typical protective measures to protect the data transfer or Management Platform from unlawful interference from nonparties.
- 12.6. If any malfunctions occur, or if you have any complaints, you shall notify us in writing without undue delay at the following email address support@cogvis.at about the more detailed circumstances and possible causes of the malfunction and support us as much as possible in searching for its cause.
- 12.7. For the warranty to apply, you must give us written notice of any defects, along with a detailed description and adequate documentation, within four weeks after their discovery.
- 12.8. Regardless of cases in which the right to rescission exists by law, we may choose to meet our warranty obligation through repair or replacement delivery. For us to meet our warranty obligation, you must give us access to Hardware and Software on your premises and, if needed, access via data cables, during your normal business hours.
- 12.9. If defects appear, you shall give us the opportunity to cure them and a reasonable period in which to do it. If the attempt at a cure fails, the fee you owe for the month in question will be reduced by the extent that the service rendering was impaired. If severe defects arise that directly and materially impair the use of the Software Modules and we cannot cure them within a reasonable period, you may terminate the contract prematurely.
- 12.10. Recourse claims against us, especially under § 933(b) of the Austrian General Civil Code (Allgemeines Bürgerliches Gesetzbuch, ABGB), are excluded.

13. Liability

- 13.1. We are not liable for the success you aim to achieve by using the Hardware and Software Modules on your premises.
- 13.2. Whenever you use our products and services, you do so at your own risk. You have been informed and hereby acknowledge that the delivered Hardware and Software Modules provided constitute merely auxiliary tools for supporting nurses, and using them does not replace consultation with a physician, support by nursing personnel, medical diagnoses or treatments, or general supervision and care by specialists. The services we render cannot allow any conclusions to be drawn about anyone's medical condition.
- 13.3. You acknowledge it cannot be technically guaranteed that the movement data created using a 3-D-based procedure is 100% precise or accurate. Therefore, we are liable only for the procedure we use being state of the art.

- 13.4. We are liable for property damage only in the event of gross negligence, any liability for slight negligence is excluded, and you bear the burden of proof. Any liability on our part for consequential damage, mere financial loss, or loss of prospective profit is excluded.
- 13.5. In accordance with item 7.4., you shall check periodically (at least once a day) to determine whether you have received messages from us regarding malfunctions or outages of your sensors. If you fail to comply with that obligation, we will not be liable for any damage this causes.
- 13.6. We maintain adequate virus protection on our systems. We will invoice you separately for any costs we incur for handling, analyzing, or curing problems that viruses cause on your systems.
- 13.7. We take adequate measures to prevent the loss of your data (by protecting them from unauthorized physical or electronic access, for example). We will be liable for data loss only if we have not met our data security obligation.
- 13.8. We are not responsible for disruptions of our internet connection if our access provider is to blame for them. That access provider is not deemed our assistant.
- 13.9. In any case, liability will be limited to 10,000 euros.

14. Miscellaneous

- 14.1. Finding one or more provisions of these GTB to be ineffective or invalid will not invalidate or render ineffective its remaining provisions. Any invalid or ineffective provision will be replaced by an effective, valid one that comes closest to the contract purpose emphasized in these terms.
- 14.2. Your general terms of business will not apply unless we expressly consent to them in writing. If we grant that consent, our GTB will take precedence if they conflict with yours.
- 14.3. To be effective, side agreements and amendments to these terms of business must use the written form ("Schriftform" under § 126 BGB).
- 14.4. We shall offer any amendments to these agreed GTB at least one month before the proposed date on which they will take effect, while referring to the provisions affected. We shall send that offer via email or in writing to the address you most recently disclosed. Your consent is deemed granted if we receive no objection from you (via email or in writing) before the proposed date on which the amendments will take effect. We shall remind you of this in the amendment offer. And we shall publish a complete version of the new GTB on our internet site. We shall also remind you of this in the amendment offer.
- 14.5. The forum for all disputes arising from or connected with this contract is the First District of Vienna.
- 14.6. This contract is governed by Austrian law under exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

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