GENERAL TERMS AND CONDITIONS OF

TOMTEC IMAGING SYSTEMS GMBH

1. SCOPE

1.1 The following General Terms and Conditions (hereinafter referred to as "General Terms and Conditions") apply to companies in respect of all goods and services supplied by TomTec Imaging Systems GmbH (hereinafter referred to as "TomTec"). Differing contractual arrangements take priority over these General Terms and Conditions if expressly agreed. The applicable version of the General Terms and Conditions is that in force at the time the contract is entered into.

1.2 These General Terms and Conditions will also apply to future transactions entered into by TomTec and the customer even if not expressly agreed beforehand.

1.3 Conflicting terms and conditions of our customers or third parties will apply only if we expressly agree to this in writing. If the customer does not agree to this, it must notify us in writing immediately. In this case we reserve the right to withdraw offers we have made; no claims of any kind may be asserted against us as a result. We hereby expressly reject any reference to another party's own pre-formulated terms and conditions.

1.4 Depending on the subject matter of the contract, the Special Terms and Conditions for the Licensing of Software (Appendix I), the Special Terms and Conditions for Software Maintenance (Appendix II) or the Special Terms and Conditions for Training Services (Appendix III) may also apply in addition to the General Terms and Conditions. The Special Terms and Conditions prevail over the General Terms and Conditions.

2. GOODS AND SERVICES PROVIDED

2.1 TomTec offers permanent licences for standard software for medical applications. Additional installation and software maintenance services in accordance with Appendix II to these General Terms and Conditions must be commissioned separately, for a fee, for each software package. TomTec offers further services, such as software user training in accordance with Appendix III to these General Terms and Conditions, for a separate fee.

2.2 The customer will acquire the software specified in the order and the attendant user documentation subject to the terms of use described in Appendix I to these General Terms and Conditions. Unless otherwise agreed in the order, the current version of the software will be supplied.

2.3 The goods and services to be provided do not include the source code of the software.

2.4 The properties of the software products supplied by TomTec are as set forth in the specification in force at the time the software is supplied and provided to the customer prior to conclusion of the contract (see user documentation). No other properties will apply unless expressly agreed in writing.

3. DELIVERY TERMS

3.1 Software will be delivered as follows:

a) TomTec will supply the software and attendant user documentation electronically. TomTec will inform the customer when the software is available and how it can be accessed. The customer may use the software only in accordance with the terms of use described in Appendix I to these General Terms and Conditions.

b) If desired by the customer and expressly ordered from TomTec, TomTec will provide the customer with a copy of the software on machine-readable data carrier and/or a printed version of the software documentation. Postage and packaging costs will be charged to the customer.

3.2 Dates specified by TomTec for delivery of goods and performance of services will not be binding unless this is expressly agreed.

3.3 TomTec is entitled to make deliveries in instalments to an extent reasonable for the customer.

3.4 In addition to the electronic version of the software documentation supplied, or the hard copy version supplied in accordance with section 3.1 b) of the general section of these General Terms and Conditions if desired, in accordance with Commission Regulation (EU) No 207/2012 of 9 March 2012, the software documentation will also be made available to the customer to download from the website www.tomtec.de.

4. PAYMENT TERMS

4.1 All prices are exclusive of statutory VAT. The prices are specified in the quotation provided by TomTec.

4.2 The invoice amounts will fall due for payment without deduction on receipt of the invoice.

4.3 Unless otherwise agreed, invoices for software will be issued following confirmation of the order; invoices for services will be issued after the services have been performed.

4.4 TomTec may issue separate invoices in respect of work provided in instalments.

4.5 If the customer is late with payment, TomTec is entitled to apply default interest of 8% above the base rate. If the customer is repeatedly late with payment, TomTec reserves the right to fulfil some orders against advance payment only. All other claims will remain unaffected.

5. DUTY OF IMMEDIATE INSPECTION AND NOTIFICATION OF DEFECTS

The customer is obliged to inspect the software supplied without delay following delivery. Obvious defects, in particular the absence of data media (if requested) or documentation and significant, easily visible damage to the data medium, must be reported to TomTec in writing with the minimum of delay following the inspection. Latent defects must be reported to TomTec upon discovery. If the duty of inspection and notification of defects is breached, software products supplied will be deemed to have been accepted in respect of the defect in question.

6. INTELLECTUAL PROPERTY

6.1 The software products supplied by TomTec are the intellectual property of TomTec and are protected by copyright, patents and other intellectual property rights.

6.2 Unless expressly granted to the customer, all rights in the software products and the copies thereof created by the customer, in particular copyright, rights in or to inventions and technical IP rights, reside exclusively with TomTec. This also applies to adaptations of the software products created by TomTec. The customer's ownership of the relevant data media remains unaffected.

6.3 The customer is not authorised to remove or amend TomTec copyright notices or numbers in the software products.

6.4 The customer must inform TomTec within 14 days of any infringement of intellectual property rights such as patents or copyrights asserted by third parties as a result of use of TomTec software. The customer must also provide reasonable assistance to TomTec in defending its rights.

6.5 Section 8 of the general section of these General Terms and Conditions applies mutatis mutandis in respect of warranty of title and the limitation period for defects in title.

7. CONFIDENTIALITY AND DATA PROTECTION

7.1 The customer is obliged to treat as confidential sensitive information disclosed to it in the course of its dealings with TomTec. Such information must not be disclosed to third parties. Sensitive information includes in particular product specifications, technical information, documentation and information identified as sensitive.

7.2 The following information is not deemed to be sensitive: (i) information which was already accessible to the general public at the time it was disclosed; (ii) information which is made accessible to the general public after it is disclosed, unless such disclosure results from a breach of contract by the customer; (iii) information which had come into the customer's possession in written form in the course of its day-to-day business prior to disclosure; or (iv) information received by the customer, following its disclosure, from a third party which had lawful possession thereof. Such information does not include information received as a result of breaches of contract or of statutory or fiduciary duties.

7.3 The customer must inform its employees of the confidential nature of the information under section 7.1 of the general section of the General Terms and Conditions and place them under an obligation to treat this information as confidential.

7.4 TomTec will ensure that its agents comply with the provisions of data protection law and will in particular place them under an obligation to observe data confidentiality. TomTec does not intend to process or use any personal data on behalf of the customer. Personal data will be transferred in exceptional cases only as an incidental consequence of the performance by TomTec of its contractual obligations. TomTec will handle personal data in compliance with the provisions of data protection law.

8. WARRANTY

8.1 TomTec warrants in accordance with sales law that the purchased software and associated user documentation will be of the agreed quality.

8.2 Warranties as to characteristics and statements of guarantee made by TomTec must be expressly agreed in writing.

8.3 In the event of defective performance by TomTec, TomTec will be required to take remedial action; such remedial action may consist in the supply of non-defective software or in the correction of defects in the software supplied.

8.4 If remedial action is unsuccessful or TomTec declines to take remedial action due to excessive cost or TomTec cannot reasonably be expected to take remedial action, the customer will be entitled, at its option, to rescind the contract or to demand a reduction in price.

8.5 Until such time as remedial action proves unsuccessful, the customer is not entitled to remedy defects itself and require TomTec to compensate it for necessary costs.

8.6 A warranty by TomTec is excluded in the following cases:

   a) malfunctions caused by force majeure or other external influence,

   b) malfunctions resulting from improper use of the product, in particular failure to observe warnings given in the documentation, failure to use the product as intended and failure to comply with the technical specifications (e.g. operating environment),

   c) malfunctions resulting from unauthorised operations (e.g. alterations, additions or deletions) carried out by the customer,

   d) malfunctions resulting from repairs carried out by the customer or third parties,

   e) malfunctions not attributable to any fault on the part of TomTec.

8.7 The customer is obliged to ensure that staff working with the software products supplied are familiarised with the relevant documentation.

8.8 The obligation to provide a warranty for defects in quality or title present at the time of passing of the risk will lapse within 12 months of the passing of the risk.

8.9 If a defect is fraudulently concealed by TomTec, TomTec will be liable for an unlimited period. The statutory limitation periods apply in respect of warranty claims.

8.10 In case of more extensive claims, in particular in case of claims for compensation by the customer, the restrictions set forth in section 10 of the general section of these General Terms and Conditions apply mutatis mutandis.

8.11 TomTec may demand remuneration at its usual rates for work it performs, without being obliged to do so, in the course of error diagnosis or correction activities. This applies in particular if a defect cannot be verified or is not attributable to TomTec. TomTec will decide at its sole discretion whether to comply with any requests by the customer for product improvements. If TomTec does perform such work, the customer will receive a quotation beforehand setting out the payment due.

9. DUTIES TO COOPERATE AND PROVIDE INFORMATION

9.1 Insofar as TomTec is obliged to provide further services in addition to the provision of software products (e.g. installation and training), the customer will cooperate in such activities to the extent necessary by providing e.g. personnel, workspaces, hardware and software and data and telecommunications facilities free of charge.

9.2 For the purposes of error diagnosis and rectification work, the customer will give TomTec access to the software products, at the customer's option either directly or remotely via data transfer. TomTec is authorised to verify whether the software products are being used as stipulated in these General Terms and Conditions and the documentation. For this purpose, TomTec may require the customer to provide information, in particular concerning the duration and extent of use of the software products, and may inspect the customer's books, records, hardware and software. To this end, TomTec must be allowed access to the customer's business premises during standard office hours.

9.3 The customer must take appropriate precautions against improper use of part or all of the software products (e.g. by taking daily backups, performing fault diagnosis, carrying out regular checks on data processing outputs).

9.4 Unless expressly advised otherwise by the customer beforehand, TomTec can assume that all customer data that it may come into contact with are backed up.

9.5 The establishment of a functioning and adequately dimensioned hardware and software environment for the software products which can also accommodate the additional load resulting from the software products is the sole responsibility of the customer. Information on the required hardware and software environment is described in the documentation and can be requested from TomTec.

9.6 Any disadvantage suffered or additional costs incurred by reason of breach of these duties will be borne by the customer.

10. LIABILITY

10.1 TomTec will be liable only for damage caused intentionally or by gross negligence by its statutory representatives or vicarious agents.

10.2 This limitation does not include liability for damage resulting from the culpable breach of a material contractual obligation. Material contractual obligations are understood to be obligations the fulfilment of which enables due performance of the contract and on the fulfilment of which the customer can particularly rely. However, this liability is limited to foreseeable and typical loss only.

10.3 TomTec will be liable without limitation for loss of life, physical injury or damage to health. This also applies to liability under the German Product Liability Act (Produkthaftungsgesetz), in case of fraudulent concealment by TomTec of a defect, if a warranty of quality is provided and in other circumstances where liability is prescribed by law.

10.4 TomTec accepts liability for loss/destruction of data to the extent that such loss or destruction is caused intentionally, through gross negligence or as a result of the breach of a material contractual obligation by TomTec and the customer has ensured that the data destroyed can be reconstructed at reasonable expense from data held in machine-readable format.

10.5 Liability for loss or damage resulting from force majeure affecting the customer is excluded. Liability for further claims for damages is excluded.

11. MISCELLANEOUS

11.1 The laws of the Federal Republic of Germany apply; the German conflict of laws rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG) are excluded.

11.2 The place of performance and jurisdiction for the resolution of disputes is the registered office of TomTec if the customer is a merchant ("Kaufmann") or does not have a place of general jurisdiction in Germany or is a legal person under public law. TomTec is also authorised to bring proceedings in any other jurisdiction provided for in law.

11.3 The customer may set off claims only if such claims are not disputed by TomTec or have been established as valid by a court.

11.4 The customer may withhold performance under the contract only if its counter-claim is based on the same contractual relationship.

11.5 Amendments, additions and subsidiary agreements to these General Terms and Conditions must be made in writing. Any agreement to dispense with this requirement for the written form must also be made in writing.

11.6 Should one or more provisions of these General Terms and Conditions be found to be invalid, in whole or in part, the validity of the remaining provisions will not be affected thereby. Such invalid provisions will be replaced, with retrospective effect, by a provision as similar as possible in content and intent to the invalid provision.

APPENDIX I SPECIAL TERMS AND CONDITIONS FOR THE LICENSING OF SOFTWARE

1. SCOPE

The following special terms and conditions apply exclusively for the supply and licensing of software products by the TomTec company. Third-party products are supplied and licensed on the basis of the conditions of use of the relevant software producer.

2. EXTENT OF USE

TomTec grants the customer the following rights of use depending on the type of licence purchased; unless otherwise specified in the order, the licences are floating licences.

2.1 "Standalone" or "single-seat" licence. If the customer has purchased a standalone licence, TomTec grants the customer a non-exclusive perpetual licence to install and use one copy of the software product on a single workstation or single virtual machine. This licence may be used by only one person at a time.

2.2 "Floating" licence (also called "a "concurrent-user" licence). If the customer has purchased a floating licence, TomTec grants the customer a non-exclusive, perpetual licence to store or install a copy of the software product on a storage medium, such as a network server, for the sole purpose of installing or operating the software product over a network on the customer's other computers. A single floating licence for the software product may not be used by or shared among multiple computers simultaneously. If the customer wishes to use the software product on multiple computers simultaneously, it must purchase the appropriate number of floating licences. It is possible for the customer to assign the floating licences to individual computers or users.

2.3 "Site" licence. If the customer has purchased a site licence, TomTec grants the customer a non-exclusive, perpetual licence to store or install a copy of the software product on a storage medium, such as a network server, for the sole purpose of installing or operating the software product over a network on the customer's other computers. A site licence may be used by an unlimited number of users per network server (simultaneous use). Additional site licences are required for each additional storage medium.

2.4 Evaluation licence (also called "demonstration licence"). If the customer has purchased an evaluation licence, TomTec grants the customer a non-exclusive, non-transferable time-limited licence to use the software product for evaluation purposes as specified by TomTec. The licence may be used for a limited period as specified by TomTec.

2.5 Volume-based licence. If the customer has purchased a volume-based licence, TomTec grants the customer a licence in accordance with section 5 of Appendix I to these General Terms and Conditions; in terms of volume the licence is limited to the number of DICOM studies purchased for each modality (e.g. ultrasound, MRI). Other specific conditions for volume-based licences are set forth in section 5 of Appendix I to these General Terms and Conditions.

2.6 Back-up copy. Save for a reasonable number of back-up copies as required to ensure the future usability of the software product, the customer is not permitted to make any additional copies of the software product. This exception applies essentially to back-up copies of the software product taken by automated back-up systems for disaster recovery purposes. Back-up copies on physical storage media (e.g. CD, DVD, hard drive) must be labelled as such and must contain all copyright notices found on the original data media.

2.7 Intended Use. The software product was developed for the purpose specified in the section entitled "Indications for Use" or "Intended Use" of the software product documentation. The customer may use the software product for this purpose only.

2.8 Rights are granted subject to the condition precedent of payment in full of the purchase price. Until such time, TomTec consents to use of the software in accordance with the provisions above.

3. THIRD-PARTY SOFTWARE COMPONENTS

3.1 The software product contains components licensed as open-source software (referred to here as "Third-Party Software Components") and components which may only be used under the conditions of use set forth in Appendix I to these General Terms and Conditions. The text of the licences for the Third-Party Software Components will be provided to the customer with the copyright notices, disclaimers and other notices together with the software product.

3.2 The customer is also entitled to use the Third-Party Software Components to the extent described in these General Terms and Conditions. The customer may acquire further rights of use in the Third-Party Software Components from the right holders by entering into licence agreements with those right holders under the terms of the relevant open-source licence. In this event use of the Third-Party Software Components will be governed not by these General Terms and Conditions but exclusively by the relevant open source licences.

4. RESTRICTIONS

The customer is not authorised to:

a) sell, give away, loan, let or otherwise transfer to third parties the software product and the rights of use granted therein without the prior written consent of TomTec,

b) reverse engineer, decompile or disassemble the software product except to the extent expressly permitted under applicable law and only if TomTec has failed, within a reasonable period after being requested in writing to do so, to provide the customer with data and/or information for the purpose of ensuring interoperability of the software product with other software products,

c) modify, expand or otherwise adapt the software product except to the extent permitted under applicable law and only if, before cor-

recting an error, the customer permits TomTec to correct the error itself,

d) divide the software product into individual components for use on more than one computer,

e) copy or reproduce the software product and the attendant documentation save as expressly permitted in these General Terms and Conditions.

5. VOLUME-BASED LICENCES AND RIGHT OF AUDIT.

5.1 The one-time licence fee for a volume-based licence is calculated according to the number DICOM studies purchased per modality. Each DICOM study received, stored and/or archived by the TomTec archiving system (e.g. TomTec-Arena server, Image-Arena) or an archiving system directly connected to the TomTec software, whether or not it is subsequently deleted, is counted.

5.2 If the customer exceeds the number of DICOM studies purchases by more than 10%, it must purchase additional DICOM studies from TomTec to the value of the additional DICOM studies performed.

5.3 Each DICOM study is counted by the TomTec archiving system automatically. Once per year, the customer will permit TomTec to inspect the TomTec archiving system, preferably remotely via data transfer, to check whether the number of DICOM studies purchased corresponds to the number of DICOM studies performed per year and per modality. If the DICOM studies cannot be counted automatically by the TomTec archiving system, the customer is responsible for counting the DICOM studies and informing TomTec of this number on request.

5.4 If it is determined that the number of DICOM studies in accordance with section 5.2 of Appendix I to these General Terms and Conditions has been exceeded and the customer has not purchased any additional DICOM studies, TomTec will, unless otherwise agreed, invoice the customer for these studies in accordance with the current price list.

APPENDIX II SPECIAL TERMS AND CONDITIONS FOR SOFTWARE MAINTENANCE

1. SCOPE

The following special terms and conditions apply exclusively for the maintenance of software products provided by the TomTec company.

2. DEFINITIONS

2.1 "Licensed software": means a copy of the software, or for modular software products, a copy of the software with the appropriate modules enabled in accordance with the order, to which the customer has acquired rights of use by way of software licensing.

2.2 "Hotfix": means a temporary workaround for an error in the licensed software.

2.3 "Update": means a copy of a software program containing an individual bug fix or a bundle of bug fixes for the licensed software and minor additional features for the licensed software. For modular software products, bug fixes and/or additional features may concern one or more modules.

2.4 "Upgrade": means a copy of a software program constituting an upgraded version of the licensed software, i.e. a version comprising features which have been substantially enhanced and modified. For modular software, such enhancements may concern one or more modules.

3. SCOPE OF SERVICES PROVIDED BY TOMTEC

3.1 Beyond its warranty obligations, TomTec provides the following software maintenance services, provided that the customer uses the most recent version of the licensed software:

a) Hotline, Application Support.

TomTec provides a customer support hotline (i) to receive error and fault reports, (ii) to provide maintenance and advice services and (iii) for application support purposes. These services offer additional assistance to the customer but are not intended to replace user training and study of the user manual.

b) Maintenance of Interfaces.

TomTec will endeavour to adapt to changed conditions interfaces with external systems which were established when the software was commissioned (measured value transmission, data formats). TomTec does not offer any guarantee regarding the adaptation of interfaces.

c) Error and Fault Analysis.

TomTec will endeavour to analyse errors and faults in the licensed software, provided that the customer logs any errors and faults arising, including the circumstances in which they occurred, clearly and adequately and makes these documents available to TomTec for the purpose of error and fault analysis as set forth in section 5 of Appendix II to these General Terms and Conditions.

3.2 Depending on the type of software maintenance agreement entered into, TomTec offers the following additional services:

a) Troubleshooting.

During the software maintenance period, TomTec will endeavour to rectify, within a reasonable time, errors and faults in the licensed software which materially affect use of the licensed software, provided that the customer has complied with the requirements regarding error and fault analysis set forth in section 3.1 c) of Appendix II to these General Terms and Conditions. This does not apply to enhancements incorporated by the customer over and above the interfaces and functions of the licensed software itself. TomTec does not guarantee that it will rectify errors or faults or that it will do so within a particular time frame. There is also no obligation to ensure any particular level of availability for the licensed software.

Rectification of the following errors and faults is not included in the software maintenance activities: errors and faults that are attributable to (i) improper handling or use contrary to the contract of the licensed software and/or (ii) use of the licensed software in an operating environment other than that agreed and/or (iii) the actions of third parties, force majeure or other influences for which TomTec is not responsible. However, TomTec can rectify such errors and malfunctions on request and against separate payment.

TomTec will at its own reasonable discretion determine the method of error and fault rectification to be used. Minor errors in the licensed software will be rectified in a new update or upgrade to the licensed software.

If TomTec is not able to rectify an error or fault within a reasonable period, TomTec will provide the customer with a hotfix, provided that this is financially reasonable for the customer. TomTec will still endeavour to rectify the error of fault permanently.

Response and service times are specified in section 5 of Appendix II to these General Terms and Conditions.

b) Preventive System Surveillance.

TomTec offers a preventive system surveillance service which monitors product-specific functions in and interfaces to the licensed software and reports malfunctions automatically.

c) Updates and Upgrades.

TomTec will inform the customer of the release of updates and upgrades to the licensed software and depending on the software maintenance contract in place will offer these to the customer either free of charge or for purchase (at a discounted price). For updates and upgrades provided free of charge, the service covers initial installation. The customer must contact TomTec to arrange an appointment for such installation. If re-installation is required for reasons for which TomTec is not responsible, the customer may commission TomTec to perform such re-installation against payment of a separate fee.

The customer must accept updates and upgrades which are provided free of charge, unless it cannot reasonably be expected to do so. The customer must notify TomTec without delay in writing if this is the case. If the customer is not obliged to use the most recent version of the licensed software, TomTec's obligations to rectify errors and faults in accordance with section 3 of Appendix II to these General Terms and Conditions will be suspended. As soon as a situation is established in which the customer can reasonably be expected to use the most recent version of the software, the obligations to rectify faults and errors will be reactivated.

The customer is responsible for providing the operating environment needed for the updates and upgrades to run.

d) Access to the TomTec Academy.

The TomTec Academy offers free web training courses for the customer in operation of the TomTec software. The customer will be provided with additional training documents in respect of updates and upgrades.

3.3 Remote Software Maintenance. TomTec will perform the software maintenance activities described herein remotely via data transfer (e.g. via a VPN connection or remote desktop sharing). The flat-rate payment arrangement does not cover services at the customer's site. If remote data transmission is not possible and on-site attendance is required as a result, the customer will receive a quotation beforehand setting out the payment due for performance of this work, provided that TomTec is not responsible for such impossibility.

4. CUSTOMER'S DUTIES TO COOPERATE

4.1 The customer will permit TomTec to perform software maintenance by way of remote access to the customer's IT system. Remote maintenance enables rapid response times and speedy fault diagnosis with no requirement to attend the customer's site.

4.2 If attendance on-site is nevertheless required, the customer warrants that it will grant TomTec's service personnel access to its computers and will allocate them the required computer time free of charge.

4.3 The customer is responsible for taking and checking back-ups. Stored data and programs must be backed up at regular and frequent intervals. It is sensible to do this daily.

4.4 If it is determined that an error reported by a customer does not exist or cannot be attributed to the licensed software ("false error"), the customer will bear the costs incurred by TomTec in the course of error analysis and other error handling work in accordance with TomTec's current price list, unless the customer was unable to identify the presence of such false error despite applying the necessary care.

5. CONTACT, SERVICE AND RESPONSE TIMES

5.1 All service and support requests must be submitted and all errors and malfunctions reported to TomTec either by telephone (+49 89 32175 740), by email (support@tomtec.de) or by fax (+49 89 32175 750). The costs of doing so will be borne by the customer.

5.2 TomTec provides service from 9am to 5pm Monday to Friday each week, except on public holidays at the location of TomTec's offices. Any other service times must be agreed separately in writing and are not covered by the maintenance fees.

5.3 TomTec will respond to service and support requests and error and fault reports at the latest by the working day following the request or report in question.

6. DELIVERY OF PROGRAMS

TomTec will provide hotfixes, updates and upgrades to the customer in object code form at TomTec's option (i) as a download, (ii) by electronic data transmission or (iii) on a suitable data medium. Categorisation of a program version as a "hotfix", "update" or "upgrade" is at the reasonable discretion of TomTec.

7. RIGHTS IN SOFTWARE PRODUCTS

7.1 TomTec grants the customer the non-exclusive right to use the updates, upgrades and other programs/program elements and the associated documentation in accordance with the underlying terms of use as set forth in Appendix I to these General Terms and Conditions.

7.2 The customer has a right of use in the programs/program elements supplied only if it has a valid right of use in the licensed software.

7.3 The right to use programs/program elements which are superseded by programs/program elements supplied in the course of software maintenance will expire within two weeks of the customer first using the programs/program elements in production but no later than one calendar month following receipt by the customer of the programs/program elements supplied. The customer is entitled to take a copy of these programs/program elements for archiving purposes.

8. PURCHASE OF ADDITIONAL SOFTWARE LICENCES

Additional software licences or DICOM studies ordered by the customer under a volume-based licence will be provided in accordance with section 2.1 of the general section of these General Terms and Conditions in conjunction with software maintenance only. The scope of the existing maintenance contract will be extended to include the additional licences or volumes (number of DICOM studies). A fee will be charged for this extension.

9. PAYMENT TERMS

9.1 The software maintenance fee will be invoiced annually in advance; any additional services commissioned will be invoiced following performance.

9.2 Further software purchased will be incorporated into the current software maintenance agreement automatically. The agreed sum for maintenance of such new software will be added to the annual fee for the current agreement. One separate pro rata invoice will be issued to cover the period until the next annual invoice. This pro rata invoice will fall due for payment after the software is duly installed.

9.3 The software maintenance fee may be subject to adjustment. However, adjustments may only applied after a year has passed. The cus-

tomer will be informed of the new fees three months beforehand. If fees are adjusted by more than 10%, the customer will have a right of extraordinary termination which it may exercise within three months of the announcement of the new fees.

10. LIABILITY FOR DEFECTS

Material defects reported to TomTec during the software maintenance period will be remedied by TomTec under the troubleshooting arrangements in accordance with section 3.2 a) of Appendix II to these General Terms and Conditions or under the warranty arrangements in accordance with section 8 of the general section of these General Terms and Conditions. No further claims for remedial action to correct material defects during the software maintenance period are possible.

11. TERM AND TERMINATION

11.1 <u>Entry into Force</u>. Unless otherwise stipulated, the software maintenance agreement will take effect when the software is duly implemented in the customer's system. The minimum term for the agreement is twelve (12) months. If it is not terminated, the software maintenance agreement will be automatically renewed for further subsequent one-year periods.

11.2 <u>Termination</u>. The software maintenance agreement can be terminated at the earliest at the end of the initial term or at the end of a renewal period. Notice of three months must be given. Either party may terminate the agreement for good cause at any time. Notice of termination must be submitted to TomTec in text form.

APPENDIX III SPECIAL TERMS AND CONDITIONS FOR TRAINING SERVICES

1. SCOPE

The following special terms and conditions apply exclusively for the provision of product training by the TomTec company.

2. SERVICE SPECIFICATION

2.1 TomTec will design and provide training for the customer in use of the TomTec software products. Training courses are prepared individually for the customer. The objective of the training is inter alia to provide instruction in the functioning of the software and present clinical applications. As well as user training, TomTec also offers training for administrators.

2.2 The maximum number of participants is 5. Further training units must be booked for participants in excess of this number.

2.3 One day's training comprises eight hours. A half day's training comprises four hours.

2.4 Training will take place either at the customer's premises or remotely, e.g. via electronic communications services.

3. ORGANISATION OF TRAINING

3.1 The customer is responsible for organising training. For training carried out at the customer's premises, this includes providing space for training and making available adequate facilities (e.g. PC, overhead projector, whiteboard, flip charge, other hardware and software).

3.2 For training given remotely, the customer is responsible for arranging the services required by it to enable the training to take place.

4. FREEDOM FROM INSTRUCTION BY THE CUSTOMER

TomTec will not be bound by instruction FROM the customer in respect of the performance of its activities and organisation of its working hours.

5. WORKING PAPERS AND RIGHTS OF USE

5.1 Preparation of training documents is the responsibility of TomTec and part of the training service.

5.2 After completion of training, TomTec will make training documents available to the customer in electronic format. The customer is authorised to duplicate the training documents at its own expense.

5.3 TomTec grants the customer a non-exclusive but perpetual and worldwide right to use in any form all copyrightable works prepared by TomTec in connection with the training (presentations, videos, text, training documents). The customer may not modify these works.

6. TRAINING DATES

6.1 TomTec provides training during its hours of business. These are 9am to 5pm Monday to Friday each week, except on public holidays at the location of TomTec's offices. Training may be provided outside TomTec's hours of business by express agreement only and may be result in additional costs which must be discussed with the customer beforehand.

6.2 Dates for training must be agreed between TomTec and the customer immediately after the training is commissioned. TomTec will offer the customer various possible training dates. If none of the dates offered is suitable for the customer, the customer must offer TomTec various periods during which the training can take place.

6.3 To ensure that the software is used correctly, training must take place within six months of installation of the software on the customer's systems. At least 30 calendar days must be available between the time the training is scheduled and the date of training, because the content of the training is individually prepared for the customer.

6.4 TomTec and the customer undertake to comply with the dates scheduled. Should one or other of the parties experience or anticipate delays, it must inform the other party immediately of the extent and duration of the actual or anticipated delay.

6.5 If TomTec is unable to give the training on the agreed dates due to force majeure, illness, accident, strike or other reasons for which it is not responsible, it must inform the customer of this without delay. TomTec and the customer will together determine how to proceed. Claims for compensation by the customer are excluded in this case, unless TomTec fails to inform the customer without delay.

7. POSTPONEMENT

7.1 The customer is entitled to postpone the training once for any reason whatsoever. In this case the customer will endeavour to offer an alternative date in consultation withTomTec.

7.2 If the training is postponed less than four weeks prior to the agreed training date, the customer must compensate TomTec for any loss incurred as a result of the postponement.

8. PAYMENT AND TRAVEL COSTS

8.1 Travel costs and other expenses (e.g. hotel costs, meals) incurred for the purpose of the training will be invoiced separately as a flat fee and are not covered by the training fee. A flat fee is payable for each day's training provided; where training courses are held over multiple non-consecutive dates, an additional day's fee is payable for each unit of training.

8.2 The fee and the flat-rate travel charge cover all services under section 2 and 5 in Appendix III of these General Terms and Conditions.

9. DELAY IN ACCEPTING PERFORMANCE

If the customer is late in accepting performance by failing to accept the training offered to it, TomTec can demand payment of the fee agreed in respect of the training not given without being required to render performance subsequently.

10. CANCELLATION

10.1 The customer may cancel the training order without charge six weeks prior to the start of the training.

10.2 If the training is cancelled later than this, the customer must pay TomTec the following proportion of the net fee plus VAT as follows:

a) less than six weeks before the agreed training date: 50%

b) less than three weeks before the agreed training date: 75%

Travel costs will be invoiced to the customer in the amount incurred.

10.3 All claims of TomTec will be satisfied by the above payments.

10.4 TomTec must be notified of such cancellation in text form.

11. TERMINATION

11.1 A training order is not subject to ordinary termination other than by cancellation in accordance with section 10 of Appendix III to these General Terms and Conditions.

11.2 Either party may terminate the training order without notice for good cause.