

General Terms and Conditions for the "Orthelligent VISION" app

Status October 2024

- 1.1. OPED GmbH, Medizinpark 1, 83626 Valley/Oberlaindern or the undersigned company of the OPED Group ("We" or "Provider"), currently offer paid services via the mobile application "Orthelligent VISION " ("Orthelligent VISION"). The OPED Group includes the following companies: OPED AG, OPC Health Australia, OPED Medical Inc., USA. The following General Terms and Conditions (the "GTC"), together with the Terms of Use, govern the use of Orthelligent VISION and it's associated services. We offer Orthelligent VISION both as a subscription and as a purchase version. Unless expressly limited to the subscription or purchase, the following provisions apply to both types of contract.
2. Authorization of use and obligation to comply with the GTC
 - 2.1. Orthelligent VISION may only be used by companies ("Company" or "Customer") and their authorized representatives, employees or agents (hereinafter collectively referred to as "Authorized Users"). The use of Orthelligent VISION by individuals outside the Company or other third parties is not permitted. This applies accordingly to therapists working in an individual practice (also "Company" or "Customer" or "Authorized Users"). Use of Orthelligent VISION is limited to use in the course of therapeutic work. The use of Orthelligent VISION for private purposes is not permitted.
 - 2.2. The customer is responsible for ensuring that its employees and agents comply with the GTC. The company shall be liable for breaches of these terms and conditions by its employees or agents. Non-compliance may result in termination of access to the app.
3. Orthelligent VISION
 - 3.1. When using Orthelligent VISION , health data of patients of authorized users are processed. The authorized user shall ensure that the legal requirements for the protection of this data, including data protection laws and regulations, are complied with.
 - 3.2. Use of Orthelligent VISION is subject to a fee.
 - 3.3. The customer can choose between concluding a subscription contract for a fixed term or a purchase contract for Orthelligent VISION in the current version without automatic updates or upgrades.
 - 3.4. As part of the subscription model, the measurement data is made available to the customer for the period specified in the subscription, currently 1 month from the time the measurement is taken. After this period, the measurement data is no longer available in the app.
 - 3.5. As part of the purchase of Orthelligent VISION , the measurement data is generally made available in the app for an unlimited period of time. Clauses 11 and 13.3 apply.
 - 3.6. The company is responsible for managing the user account, including access by authorized users, payment of usage fees and communication with the provider. The company is obliged to keep all relevant information required for the use of the app correct and up to date.
4. Registration and access data
 - 4.1. A prerequisite for using Orthelligent VISION is the creation of a user account.

- The personal data required for the initial registration are:
 - First name, last name
 - E-mail address
 - When registering for the first time, the customer must provide a user name and an e-mail address ("access data") that enable verification as an authorized user of the customer. After entering the login data and agreeing to the GTC and the customer's consent to the order processing contract, a confirmation email will be sent to the email address provided. To complete the initial registration, this must be confirmed by the customer via the hyperlink contained in the e-mail. Only after this confirmation is the customer authorized to use the services in accordance with these GTC.
- 4.2. After initial registration, the customer is assigned a personal area ("user account") for the use of the services and the administration of their login data within the company access. To access the user account, the customer must enter the registered e-mail address.
5. Licensing and intellectual property rights
- 5.1. The Provider grants the Customer a non-exclusive, non-transferable license to use Orthelligent VISION for the duration of the period as specified in the subscription, or permanently, if Orthelligent VISION App is purchased. The use of the Orthelligent VISION is limited to the number of authorized users specified in the subscription or contract. The license is limited to the object code and does not include the source code. The license also covers updates and updated versions.
- 5.2. The customer may only use Orthelligent VISION in accordance with the provisions of these GTC within their own company for internal purposes. Any other use, transfer, resale or licensing is expressly prohibited.
- 5.3. The customer may not alter, translate or modify the Licensed Material in whole or in part and may not create any works derived from the Licensed Material. The customer may not sell, resell or distribute the licensed material. The Customer may not rent, lease or make the Licensed Material available on a public network, whether commercially or non-commercially.
- 5.4. Any use or exploitation of the Licensed Material that is not explicitly permitted in these GTC or required by law (e.g. modification, revision, lending, leasing, renting, distribution in tangible or intangible form, outsourcing, software-as-a-service, etc.) requires prior written consent, which we may grant at our sole discretion.
- 5.5. These GTC cover Orthelligent VISION provided by us to the Customer in tangible form (e.g. on a data carrier) or intangible form (e.g. as a download), regardless of whether it is protected by copyright or not, in any format (source code, object code, etc.), as well as all related information, documentation and materials, such as manuals, instructions and technical documentation (collectively "License Material").
- 5.6. All right, title, interest and intellectual property rights in and to the Licensed Material, including, but not limited to, copyrights, trademarks, service marks, patents, trade secrets and all ancillary rights, are owned exclusively by OPED GmbH and its suppliers.
- 5.7. The customer grants us the permanent, irrevocable, royalty-free, non-exclusive right to use anonymized user data to improve our AI models, for example to provide improved results for specific requirements. For the avoidance of doubt, patient data or other non-anonymized customer data remains the full property of the customer or patient at all times.
6. Third party licenses - Open Source Software
- 6.1. Orthelligent VISION includes the use of third-party components to which the licenses of the

- third-party providers apply.
- 6.2. The customer agrees that the supplied open source licenses and conditions also apply when using the app. This includes, but is not limited to, the transfer, modification or distribution of open source components in accordance with the respective license terms.
 - 6.3. The list of open source components, their licenses and links to the source code repositories can be found in the app documentation.
7. User account management
- 7.1. The company is responsible for ensuring that only authorized users are granted access to the company's user account for Orthelligent VISION . The company shall ensure that the access data is used confidentially and that the user account is used in accordance with the conditions set out here. This means, for example, that every authorized user is obliged to keep the password secret and not to allow any unauthorized use of the user account.
 - 7.2. The company takes appropriate security measures to ensure that the user account and passwords remain secure and confidential. In the event of suspected unauthorized use or security breaches, the company is obliged to inform us immediately so that appropriate measures can be taken. We accept no responsibility for any damage or loss caused by improper management of user accounts or insecure passwords.
 - 7.3. The company manages the user account itself. The data and transactions are maintained and regularly updated by the company. For support, the company can contact our Service Management using the contact details stored in the web store and user account.
8. Use of Orthelligent VISION app
- 8.1. Use can begin immediately after registration of the user account in accordance with the conditions set out in these GTC.
 - 8.2. We ensure that the services are available 99% of the time on an annual average. This does not include times when the server cannot be reached due to technical or operational reasons, including maintenance windows, or downtimes that are beyond our control, in particular in the event of force majeure or the fault of third parties. We may restrict the provision of the services if the security of the app, the software or the data transmitted in the course of using the services requires this.
 - 8.3. The improvement, expansion and further development of Orthelligent VISION is carried out by us at our own discretion. We shall inform the Customer of updates in good time. New versions of Orthelligent VISION shall become part of the contract within the scope of the subscription upon their distribution ("Deployment"). We are permitted to make further changes, additions and restrictions to the scope of services of Orthelligent VISION and its inventory, in particular, replacement and discontinuation within the framework of our general product policy. We shall inform the customer, in writing, at least 6 weeks before implementing such a change. The change shall be binding and thus part of the contract if the customer does not terminate the contract in writing within 14 days of receipt of the notification with a notice period of one (1) month to the end of the month. In the event of termination of Orthelligent VISION , we shall be entitled to terminate the contract with a notice period of one month to the end of the month.
 - 8.4. A compatible tablet is required to use Orthelligent VISION . You can find the system requirements in the relevant app store or on our website www.webshop.o-dhs.de.
 - 8.5. Orthelligent VISION has the option of exporting the data obtained in the app as a PDF. The customer is responsible for the exported data.

9. Usage fees, costs and processing via the service provider Clearhouse A/S

- 9.1. The use of Orthelligent VISION and the services provided therein are subject to a fee. The amount depends on the selected subscription. Use is only free for test purposes in accordance with the "Demo" module. We also offer a purchase version that requires a one-off payment in advance.
- 9.2. We use the service provider "Clearhouse A/S" to process payment and billing transactions, which is integrated via our subscription management in our online store.
- 9.3. Clearhouse A/S regularly debits the usage fees from the customer's account on the day of booking a paid subscription and then monthly on this date. For this purpose, the customer's card information is stored in the user account. The card information can be managed by the user in the user account. If a customer does not choose this payment method, the service will be invoiced monthly. The invoice must be paid immediately. Alternatively, the customer can also issue a SEPA mandate that allows us to debit the amounts due via Clearhouse A/S.
- 9.4. By using the app, the user agrees to billing via Clearhouse A/S and accepts its terms and conditions in connection with the payment and billing services.
- 9.5. The app provider is not responsible for the actions, practices or policies of the third-party service provider in connection with billing. Any disputes or issues arising from the payment and billing services are to be resolved directly between the customer and the third-party service provider.
- 9.6. The installation of Orthelligent VISION and the use of its services require regular data transmission from the customer's end device. The scope and frequency of data transmission depend, among other things, on the type and scope of use for the services. The connection costs incurred for the data transfer shall be borne by the customer. The amount is dependent on the existing contract between the customer and the respective mobile phone provider.

10. Data protection and security

- 10.1. Information on the handling of personal data when using our services can be found in our privacy policy.
- 10.2. The customer is responsible for the security of the login data and user accounts of authorized users. Login data may not be passed on to third parties. The customer undertakes to report unauthorized access or suspicious activities to us.
- 10.3. We conclude a separate order processing contract as the legal basis for data processing by us on behalf of our customer.

11. Data backup and data loss

We assume no liability for the permanent storage of data transmitted in the course of using the services. The customer shall ensure that all data within the sphere of influence of the authorized users is properly backed up. We shall be liable for any loss of data in accordance with Section 13.3.

12. Warranty and rectification of defects

- 12.1. Technical data, specifications and performance data in public statements, in particular in advertising material, are not quality specifications. The functionality of Orthelligent VISION is initially based on the description in the user documentation and the supplementary

agreements made in this respect. In all other respects, Orthelligent VISION must be suitable for the use assumed under this contract and otherwise have a quality that is customary for software of the same type.

- 12.2. Within the scope of the subscriptions, we shall provide and maintain Orthelligent VISION in a condition suitable for use in accordance with the contract. The obligation to maintain does not include the adaptation of Orthelligent VISION to change conditions of use and technical and functional developments, such as changes to the IT environment, in particular changes to the hardware or operating system, adaptation to the functional scope of competing products or establishing compatibility with new data formats.
- 12.3. In the case of subscriptions, strict liability for damages for defects that already existed when the contract was concluded is excluded.
- 12.4. As part of the purchase, Orthelligent VISION must be inspected for defects after the initial download and, if defects are found, these defects must be reported to us immediately. Defects that could not be detected during the inspection shall be remedied by us during the statutory warranty period by means of rectification or replacement delivery following notification by the customer.
- 12.5. The customer shall inform us immediately of the occurrence of a defect, giving a precise description of the defect. The defect report shall be made available to us in text form. Each defect shall be described specifically and to a reasonable extent ("Defect Report"). The Defect Report shall contain the following information:
- Detailed error description,
 - Error message as displayed, if available,
 - Screenshot of the faulty status,
 - Steps to reproduce the faulty state, if available,
 - Application logs, if available,
 - System environment data (including the version of the operating system, browser used, application server, database, etc.).
- 12.6. At our request, the customer shall provide additional information on the defect report.
- 12.7. We shall remedy defects at our own discretion by making subsequent improvements or supplying a replacement within a reasonable period of time. Such rectification of defects may also consist of providing an interim solution. We also fulfill our obligation to rectify defects by providing updates with an automatic installation routine for download and by offering the customer support to solve any installation problems that may arise.
- 12.8. If we do not remedy defects within a reasonable period of time, the customer shall grant us two reasonable extensions of at least two weeks ("Extension Period") to properly remedy the defects.
- 12.9. If the rectification or replacement delivery has failed within the extension period, the customer may, at his own discretion, reduce the remuneration (purchase price or subscription price) or terminate the contract. This does not apply if the defect is only insignificant. Corresponding claims for damages remain unaffected.
- 12.10. Warranty claims by the customer are excluded if the customer does not report defects in writing immediately after their discovery, providing the defect report, or if the customer has used or modified the app improperly or contrary to these GTC.

13. Limitation of liability

- 13.1. We have unlimited liability
- in the event of intent or gross negligence,
 - for injury to life, limb or health,

- in accordance with the provisions of the Product Liability Act and
- to the extent of a guarantee expressly assumed by us.

13.2. In the event of a slightly negligent breach of an obligation that is essential for achieving the purpose of the contract (cardinal obligation), our liability shall be limited to the amount of damage that was foreseeable and typical at the time the contract was concluded based on the circumstances known to us.

13.3. We shall only be liable for the loss of data up to the amount that would have been incurred if the data had been properly and regularly backed up in order to restore it.

13.4. The provider shall have no further liability. In particular, the provider shall not be liable for initial defects unless the requirements of section 12.1 are met.

13.5. The above limitation of liability also applies to the personal liability of the provider's employees, representatives and bodies.

14. Amendment of the GTC

14.1. We reserve the right to amend or update these terms and conditions at any time with effect for the future. We will inform the customer of such changes in text form (e-mail is sufficient).

14.2. If the customer does not object to such changes within six weeks of receipt of the notification, the changes shall be deemed to have been agreed. The customer shall be informed separately of the right of objection and the legal consequences of remaining silent in the event of changes to the terms and conditions. If the customer objects within the six-week period, the contractual relationship shall be continued under the previously applicable conditions. If an objection is raised, we are entitled to terminate the existing contractual relationship with the customer with one month's notice.

15. Term and termination

15.1. These GTC apply to both the purchase version and the agreed subscription - each party has the right to terminate the contract at any time to the end of the month. Termination is declared by a declaration in text form or in the customer's user account.

15.2. The right to extraordinary termination remains unaffected.

15.3. In the event of termination, the provider shall continue to store the customer's data for a period of one month. During this period, the customer has the right to request the premature deletion or transfer of the data in a commonly used format. If the customer requests a transfer of the data, the parties agree on a reasonable fee for the provider's efforts. This does not include statutory obligations to surrender data. At the end of the one-month period, the provider shall delete the customer's data. This shall not affect the further storage of data which the Provider is obliged to retain in order to comply with its statutory obligations.

16. Final provisions

16.1. In particular in the event of labor disputes, force majeure and other unusual and unforeseeable events (collectively "Force Majeure Events"), the delivery period shall be extended by the period during which we were unable to provide the Licensed Material through no fault of our own and which we require to resume operations after the end of the disruption. If a Force Majeure Event lasts longer than three (3) months, either party has the

right to terminate the contractual agreement.

- 16.2. Unless otherwise expressly agreed in writing, the law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods and private international law.
- 16.3. Unless otherwise expressly agreed in writing, the place of jurisdiction for all disputes arising from and in connection with these Terms of Use is Munich, Germany.