

# General Terms and Conditions

## 1. Scope of application of the GTC

1.1. For the entire business relationship between Exaris Solutions GmbH (hereinafter referred to as "EXARIS") and the purchaser of the product Vertical Search Health and/or the services based thereon (targeting & segmentation, data enrichment, persona building, etc.) of EXARIS, the following General Terms and Conditions (hereinafter referred to as "GTC") shall apply exclusively.

1.2. Deviating terms and conditions of the CUSTOMER shall not be recognised, even if EXARIS provides its service without objection, unless EXARIS expressly agrees to the validity of the deviating terms and conditions of the CUSTOMER.

1.3. "Consumer" within the meaning of these GTC is any natural person who concludes a legal transaction for purposes that cannot be attributed primarily to their commercial or independent professional activity.

1.4. "Entrepreneur" within the meaning of the GTC is a natural or legal person or a partnership with legal capacity which, when entering into a legal transaction, acts in the exercise of its commercial or independent professional activity.

1.5. The EXARIS offer is aimed exclusively at CUSTOMERS who are entrepreneurs (also referred to as "business customers" or "B2B"). By placing an order or registering as a CUSTOMER, CUSTOMERS declare that they are a business customer and not a consumer.

## 2. Conclusion of contract and reservations of amendment

2.1. The Vertical Search Health (licence) and/or the services based on it (targeting & segmentation, data enrichment, persona building, etc.) of EXARIS are subject to change and non-binding. A contract is only concluded after acceptance in accordance with Clause 2.3.

2.2. By placing the order, the CUSTOMER declares his binding intention to purchase the ordered services and/or the Vertical Search Health product and thus submits a legally binding offer.

2.3. Acceptance/order placement shall be made in text form in accordance with Section 126b BGB or by clicking on the acceptance button contained in the offer e-mail.

2.4. The term, updates and cancellation periods are subject to the specific offer.

2.5. EXARIS reserves the right to make minor changes to Vertical Search Health, provided that these changes are the result of a technical improvement or further development of the product and the improved or further developed product is not more expensive than the product ordered. Any further subsequent changes to the subject matter and scope of Vertical Search Health and the services based on it require the mutual consent of both parties. Additional services and/or product adaptations that go beyond this offer are the subject of a new or extended offer and must be appropriately remunerated by the CUSTOMER. Subsequent changes shall also include repeated interim results and corrections, insofar as this does not involve the rectification of defects. If the range of services is supplemented by additional third-party services, EXARIS shall obtain the CUSTOMER's consent to any additional necessary contractual conditions prior to the respective activation of the additional services.

## 3. Subject matter and services

3.1. EXARIS sees itself both as a product provider of vertical search health (health and other forms) and as a provider of services based on vertical search health (e.g. targeting and segmentation, data enrichment, data mapping, etc.) or, if required, as a general business consultant. In this context, EXARIS' Vertical Search Health technology focuses on the automated collection, processing, monitoring, analysis and provision of current or relevant information from digital public sources. The resulting "results or information" can also include contact and address data, derived characteristics (e.g. specialisations, roles, areas of expertise, employee numbers, technologies used, etc.) and certain relevant events/signals (e.g. information about a change of doctor in a practice).

3.2. The sources regularly consulted include websites, papers, articles, dissertations, public interfaces of various platforms and databases, if these are used (see 7.1).

3.3. Publicly accessible content is indexed and processed within the legally permissible framework. All content is made available via the "search index" in the EXARIS cloud solution or as an extract.

3.4. EXARIS focuses on data and content relevant to the healthcare market (e.g. service providers) as well as regional macro data. If personal data is also affected by indexing or processing, EXARIS complies with the legal requirements of the BDSG, GDPR, etc. All details can be found in the EXARIS data protection information at: [https://exaris-solutions.de/privacy\\_policy](https://exaris-solutions.de/privacy_policy)

3.5. The CUSTOMER generally accesses the EXARIS search index for the Vertical Search Health product via a web browser or via technical interfaces. In the case of services based on the product, access is by download in a format of the CUSTOMER's choice (e.g. Excel) via a secure transmission channel. Specific search queries are used to retrieve individual or regular topics, service providers (doctors, pharmacies, etc.), companies, persons, products, events, structural data, changes or signals. The CUSTOMER uses the results provided exclusively for the purpose of its own information or for authorised commercial activities.

#### 4. Terms of use of Vertical Search Health and the services based on it

4.1. The CUSTOMER is provided with a protected working environment that can be accessed via the Internet, which he can access via login and password or via an interface by means of authorised calls. In this environment, the commissioned results are provided in accordance with the CLIENT's specifications and configurations.

4.2. When using services that are created on the basis of Vertical Search Health, the CUSTOMER receives a one-off company licence for a fee. This company licence entitles the CUSTOMER to use and download the services provided by EXARIS for a limited period of time (if specified in the offer). It can therefore be used within the company on the servers and computers there in accordance with the company licence ordered and in accordance with the agreed duration. During the term of the company licence, the CUSTOMER may receive regular updates of the services based on Vertical Search Health, depending on the structure of the specific offer. When using the Vertical Search Health product, the CUSTOMER receives a one-off, paid, time-limited licence limited to a certain number of users (in accordance with the relevant offer).

4.3. The use of the Vertical Search Health product and/or the EXARIS services based on it may only take place within the CLIENT's own organisation. The CUSTOMER may not allow third parties or companies affiliated with him within the meaning of §§ 15 ff. AktG (German Stock Corporation Act) access to the functional scope of Vertical Search Health or the services of EXARIS based thereon. The transfer of data (e.g. extracted Excel files) is also not permitted.

4.4. EXARIS hereby grants the CUSTOMER a non-exclusive, non-transferable and limited right to use the Vertical Search Health prepared in connection with the binding offer and/or the services based thereon to carry out independent analyses and selections. The use of data extracts or analyses created by the CUSTOMER during the term of the Company Licence in accordance with these Terms of Use is not permitted after the expiry of the Company Licence.

4.5. The above right of use expressly does not entitle the CUSTOMER to make the Vertical Search Health product and/or the services based on it available to third parties in whole or in part, in particular not to lease, rent or grant sub-licences. This also does not include the right to reproduce or otherwise republish the content provided, even in part. Excluded from this are pure backup copies of services. Furthermore, the CUSTOMER is not authorised to make the Vertical Search Health product and/or the services based on it publicly accessible, to publish it and/or to create new databases by merging it with other data. This means that data enrichment, e.g. of a customer-individual CRM based on EXARIS data, is only permitted by EXARIS or with the prior consent of EXARIS for internal customer use.

4.6. If commissioned by the CUSTOMER, EXARIS shall provide the CUSTOMER with the commissioned data extract as a service based on Vertical Search Health (e.g. targeting & segmentation) in a suitable form (e.g. evaluation using an Excel list), so that in these cases the granting of a licence period shall not apply, unless otherwise agreed in the offer. The CUSTOMER shall pay EXARIS the agreed purchase price once for this. The other conditions, in particular the provisions in clause 4.5, shall also apply equally in this case.

4.7. EXARIS shall be exclusively entitled to all rights to the Vertical Search Health product and the EXARIS services based thereon, which EXARIS creates in accordance with the specifications. EXARIS may incorporate so-called test components into Vertical Search Health and the services based thereon in order to verify behaviour in conformity with the contract.

4.8. When using Vertical Search Health and the services based on it in connection with personal data, the CUSTOMER shall ensure proper compliance with data protection regulations as the controller, in particular the EU General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG). In particular, the CUSTOMER shall ensure that the necessary information is provided and, where necessary, that consent is obtained from data subjects. The CUSTOMER also undertakes to comply with the applicable legal provisions and provisions of these GTC in the context of the use of Vertical Search Health and/or the services based on it, in particular also third-party property rights. In particular, it is prohibited to use Vertical Search Health and/or the services based on it for sending spam emails, cold calling (unsolicited telephone advertising) or other unlawful purposes.

4.9. In individual cases, EXARIS shall be entitled to reject specific individual requests or search requests from the CUSTOMER if these cannot be carried out or are unreasonable for technical or legal reasons. In such cases, EXARIS shall inform the CUSTOMER of this in a suitable form.

4.10. When using Vertical Search Health and/or the services of EXARIS based on it, the CUSTOMER shall be obliged to provide appropriate references and to treat all information within the scope of Vertical Search Health and the services of EXARIS based on it confidentially. This also applies beyond the term of the contractual relationship. This includes all information that is not public or generally known.

## 5. Rights and obligations

5.1. As soon as a working environment has been set up for the CUSTOMER by EXARIS, the CUSTOMER shall be responsible for maintaining the confidentiality of all authentication data assigned to him, such as logins, passwords or API keys (collectively "access data"). He shall not pass these on to third parties and shall in particular also be responsible for any misuse that occurs with the access data assigned to him.

5.2. Furthermore, the CUSTOMER undertakes to exercise due diligence when using Vertical Search Health and/or the services of EXARIS based on it. This means in particular:

- a) not to exploit any programme errors that occur to its advantage, but to report them immediately.
- b) not to manipulate the respective service or its infrastructure.
- c) not to use the service for illegal or unfair purposes.
- d) not to spread viruses, worms or other malicious code via the service.
- e) not to read the offers and database works of EXARIS by means of automated scripts/queries (e.g. scraping, crawling), unless this is permitted by law. (e.g. scraping, crawling), unless this is explicitly part of the contractually agreed use and takes place via interfaces provided for this purpose.
- f) to refrain from attempts to gain possession of profile and personal data of other users or to jeopardise the data protection of EXARIS.
- g) not to deliberately mislead other CUSTOMERS of EXARIS.
- h) not to reproduce, copy or modify the software.

5.3. If there is evidence or serious suspicion that a CUSTOMER has committed or attempted to commit a breach of duty pursuant to clause 5.1 or 5.2, EXARIS may exclude the CUSTOMER from using Vertical Search Health and/or the services based thereon with immediate effect until the facts of the case have been finally clarified. If the CUSTOMER's breach of duty causes damage to EXARIS or a third party, the CUSTOMER shall be obliged to compensate this damage.

5.4. Each CUSTOMER is given the opportunity to set queries or filters in their respective working environment (Vertical Search Health or data exchange channel for Excel files, for example) as part of a content workshop or agreed content frame and thus to configure the hit result themselves. He is therefore obliged to co-operate in carrying out his configuration independently and to check it regularly. Should he realise that the resulting results do not meet his requirements, he shall immediately ask EXARIS for support. An incorrect or defective configuration of the queries shall be at the expense of the CUSTOMER.

5.5. As part of a corresponding contract with EXARIS, a CUSTOMER can carry out online calls, downloads, exports, synchronisations or API calls of individual or multiple data records at once. Depending on the selected offer, these processes can be carried out at no additional cost (flat rate), within the framework of a fixed free quota (volume) or for a fee (price per data record). The CUSTOMER shall inform its users accordingly and only allow access to the above-mentioned processes to those persons who are authorised to use chargeable offers. However, he has the option of restricting certain functions for certain users upon conclusion of the contract.

5.6. If EXARIS enriches data provided within the scope of the offer with special additional information at the request of the CUSTOMER, EXARIS shall not assume any warranty for the correctness and up-to-dateness of this information. The CUSTOMER is obliged to check the information provided for correctness before using it.

5.7. The delivery of the search hits and results (in particular data, addresses, news and articles) found by the search engine technology developed by EXARIS is subject to all exploitation rights. EXARIS collects, processes and uses addresses, characteristics, information and contact data from or about institutions and participants in the healthcare sector (outpatient, inpatient, etc.) as part of the Vertical Search Health and/or the services based on it. Persons may also be recorded in the context of their self-employed or employed commercial or freelance activities if they appear publicly (e.g. by stating their name and role on the website, possibly with an extension number or business e-mail address provided there). The collection of this "address and contact data", as well as its transfer to the CUSTOMER, is carried out in accordance with the provisions of the GDPR and the BDSG.

5.8. If the CUSTOMER provides EXARIS with its own data, e.g. for the purpose of updating or enrichment, it hereby grants EXARIS a simple and unrestricted right of use to process, duplicate and compare this data with its own data. The CUSTOMER is aware that this may be a prerequisite for the provision of certain services. However, the provisions of Section 3.5 shall apply analogously. EXARIS undertakes to treat all confidential data and information received from the CUSTOMER confidentially and to make it accessible only to those persons to whom disclosure is necessary for the fulfilment of the order. The use of the data for any other purpose shall be excluded. After termination of the contractual relationship, the data provided by the CUSTOMER shall be blocked and not processed for other purposes and deleted after expiry of the regular period for exercising legal claims.

5.9. In order to ensure the contractual conformity of the use and operation of the system, EXARIS will log the queries or calls made to the system individually or in aggregated form and analyse them manually or automatically. The processing of such data is carried out in accordance with the EXARIS data protection declaration, which can be viewed at: [https://exaris-solutions.de/privacy\\_policy](https://exaris-solutions.de/privacy_policy)

## 6. Timeliness, completeness and data quality of Vertical Search Health and the services based on it

6.1. The scope and selection of sources are subject to the discretion of EXARIS. In order to ensure the topicality and effectiveness of the offer, EXARIS reserves the right to expand, change or supplement the sources at any time. The CLIENT may suggest sources for addition or enquire about their processing status. For technical and legal reasons, however, the CUSTOMER is not entitled to demand that certain sources be processed to a certain extent.

6.2. The Vertical Search Health and the services based on it correspond to the current status of the primary or secondary databases on which the EXARIS analyses are based and all other public sources.

6.3. The CUSTOMER recognises that all results in accordance with section 3.1 originate from a large number of different, constantly changing external sources and are determined automatically by a technology. EXARIS is therefore not responsible for the complete or correct content of the results, nor for the timeliness or accuracy of the specific presentation. EXARIS expressly does not adopt the content and statements from the results provided as its own.

6.4. The CUSTOMER confirms that he understands that the results provided are determined automatically and that, due to the mass and speed of processing, no prior detailed examination by EXARIS takes place. The CUSTOMER is aware that results may therefore also contain incorrect, infringing, unlawful, offensive or otherwise inappropriate or unsuitable texts, images, data or works. He shall not regard this fact as a defect and shall not derive any claims against EXARIS from it.

6.5. Technical data, specifications and performance data in public statements, in particular in advertising material, are not to be understood as such as quality specifications of EXARIS Vertical Search Health and/or the services based on them in the contractual sense.

6.6. If EXARIS is made aware of an error in Vertical Search Health or the services based on it by the CUSTOMER or by another party and if EXARIS considers the report to be justified for factual reasons after its own review at its reasonable discretion, EXARIS shall inform the CUSTOMER of this promptly.

6.7. Vertical Search Health and the services based on it (e.g. targeting & segmentation, data enrichment, etc.) are based on public sources and information. EXARIS accepts no liability for this data and information and/or data and information provided by the CUSTOMER.

## 7. Acceptance of Vertical Search Health and the services based on it

7.1. The CUSTOMER shall be obliged to accept services rendered which have been reported by EXARIS as ready for acceptance without delay - unless a longer period has been agreed - within five working days either by declaration in text form or by drawing up and signing an acceptance report, provided that there is no significant deviation from the contents agreed for this service and the acceptance criteria are thus fulfilled.

7.2. If there are significant deviations from the customer's point of view, a common understanding of the content owed is first reached and worked out together, e.g. in a workshop. If it subsequently transpires that there are indeed significant deviations from the offer, EXARIS shall subsequently rectify the identified deviations within a reasonable period of time and report them again for acceptance. If there are no significant deviations, EXARIS shall submit a separate offer for the desired additional service.

7.3. If an acceptance period expires without feedback from the CUSTOMER or if the CUSTOMER uses the services provided, acceptance shall be deemed to have taken place.

7.4. If a project is divided into sections and each section is accepted, an overall acceptance of the service is not necessary.

## 8. Prices and payment methods

8.1. For Vertical Search Health, the price shall be calculated in accordance with the prices of EXARIS stated upon receipt of the CUSTOMER's order. In the event that the service offer of EXARIS and the placing of the order by the CUSTOMER are more than one month apart and the costs of EXARIS increase after the preparation of the offer and before the provision of the Vertical Search Health and/or the services based thereon to the CUSTOMER, EXARIS shall be entitled to increase the agreed offer price unilaterally by written declaration in text form in the amount of the increase in costs. The CUSTOMER is entitled to withdraw from the contract within one week after receipt of the price adjustment by a corresponding declaration in text form to EXARIS.

8.2 All prices are quoted net. The applicable statutory value added tax shall be added.

8.3 If EXARIS provides services on a time and material basis, one consultant day shall comprise eight working hours. The smallest sales unit is 0.5 consultant days.

8.4 If services and product migrations are provided at the CLIENT's registered office or at another location specified by the CLIENT ("on-site day"), travelling time shall be charged on the basis of the applicable daily rate. The details for the settlement of travel costs, accommodation costs and expenses are the subject of the specific individual offer of EXARIS.

8.5 Payment of the invoice amount shall be made exclusively free of costs and charges by bank transfer to the account of EXARIS specified in the invoice, stating the invoice number.

8.6 Unless otherwise agreed in writing, the invoice amount shall be due for payment without deduction within 14 calendar days of the invoice date.

## 9. Liability

9.1 EXARIS shall be liable for the Vertical Search Health provided by it or the services based thereon in accordance with the statutory provisions for damages resulting from injury to life, body or health as well as in the event of malice, intent or gross negligence and within the scope of statutory product liability within the meaning of the Product Liability Act. EXARIS shall only be liable for slight negligence if this concerns essential contractual obligations, i.e. those which make the proper execution of the contract possible in the first place and on the fulfilment of which the other party relies and may rely because otherwise the purpose of the contract would be jeopardised, and in terms of amount only to the damages foreseeable at the time of conclusion of the contract and typical for the contract. Otherwise, the liability of EXARIS is excluded.

9.2 EXARIS shall not be liable for financial losses with regard to indirect damages, in particular consequential damages, image damages, consequential image damages, unforeseeable damages or atypical damages as well as in the case of slight negligence with regard to loss of profit.

9.3 Insofar as the liability of EXARIS is excluded, this shall also apply to the personal liability of its legal representatives, employees, vicarious agents and other auxiliary persons.

9.4 If, as a result of a breach of the provisions set out in clause 5 by the CUSTOMER, there is an infringement of the rights of third parties, the CUSTOMER shall indemnify EXARIS against all claims resulting therefrom. The reimbursable costs shall also include the reasonable costs of legal defence which EXARIS should incur in the defence against third-party claims. However, EXARIS shall inform the CUSTOMER immediately of any legal defence measures to be taken. In such disputes with third parties, EXARIS may only conclude settlements after consultation with the CUSTOMER. Otherwise, EXARIS shall bear the costs of the dispute itself.

9.5 The statutory provisions shall apply with regard to possible defaults in performance, in particular default. If the CUSTOMER is in default with a payment, EXARIS shall otherwise be free to withhold further services or to fulfil them only in the event of advance payment.

9.6 The CUSTOMER may only offset claims of EXARIS against legally established or undisputed claims. The CUSTOMER shall only be entitled to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.

9.7. The CUSTOMER is not authorised to assign its contractual rights to third parties without the express written consent of EXARIS. § Section 354a HGB remains unaffected.

## 10. Data protection and information security

10.1 EXARIS shall ensure that all information it obtains about the CUSTOMER in connection with this contract is protected against unauthorised access by third parties in a manner corresponding to the state of the art.

10.2 The CUSTOMER is advised that in the case of electronic communication via the Internet, it can never be completely ruled out that unauthorised access to the content of the communication by third parties may occur. EXARIS offers encrypted communication by e-mail on the basis of file encryption.

10.3 EXARIS collects, processes and stores personal data (surname, first name, e-mail address, address and telephone number) from the CUSTOMER's business operations within the framework of the business relationship with the CUSTOMER, e.g. the contact details of any contact persons.

10.4 If EXARIS introduces new products or services in order to expand the profile, it reserves the right to inform the CUSTOMER of this.

10.5 In all other respects, the EXARIS data protection information, available on the EXARIS website, shall apply: [https://exaris-solutions.de/privacy\\_policy](https://exaris-solutions.de/privacy_policy)

## 11. Vertraulichkeit

11.1 EXARIS and CUSTOMER shall treat all information received in connection with the performance of this contract as confidential. EXARIS and CUSTOMER may only use this information for the performance or fulfilment of their mutual contractual obligations. It is prohibited to use the information in whole or in part for other purposes or to make the information accessible to third parties, unless the disclosure to third parties is necessary for the fulfilment of the order.

11.2 The CUSTOMER is obliged to oblige its employees and other vicarious agents to maintain confidentiality to the same extent. EXARIS may require the CUSTOMER to provide evidence of the fulfilment of this obligation.

## 12. Schlussbestimmungen

12.1 The legal relationship between the CUSTOMER and EXARIS shall be governed exclusively by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

12.2 The place of jurisdiction shall be the registered office of EXARIS.