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MADE IN GERMANY

As of 11.03.2026

Agreement. for the use of the application "DERManager 2.0"

(Subscription)

- Rev. 01 –

1. GENERAL

- 1.1. The "DERManager 2.0" application (hereinafter referred to as the "**Application**") is provided by HEINE Optotechnik GmbH & Co. KG, Dornierstrasse 6, 82205 Gilching (hereinafter referred to as "HEINE", "we", "us", "our"). The terms and conditions of this Agreement (hereinafter referred to as the "Agreement") govern the rights and obligations between the User (hereinafter referred to as the "User") and HEINE regarding the use of the Application.
- 1.2. The use of the application is only permitted to entrepreneurs within the meaning of § 14 BGB. Use of the application as a consumer within the meaning of § 13 BGB is not permitted.

2. SUBJECT MATTER OF THE AGREEMENT

- 2.1. The subject of the agreement is the use of the cloud application and, optionally, the smartphone app, as part of a subscription. The Application enables the professional capture and management of patient and image data. The app can be used to create images and assign parts of the body. This happens in workflows for individual recordings or as part of a structured recording of gradient images in the Gradient Assistant. In the web application, it is possible to upload existing images and files and to view and compare the images in detail, as well as to manage them (reassignment/deletion). Furthermore, there is a device and user management system with different user roles. What the app and web application have in common is the creation and modification of patient data, the sharing of patients and their images and the creation of a patient report. In addition, the provision of images with metadata such as diagnoses and comments. Several users within the meaning of No. 4.3. can record patient data in their normal workflow, e.g. with several smartphones, and assign them to specific persons. It is a software-as-a-service. The application data is stored in a cloud. "**Application Data**" for this purpose means all data entered by the User into the Application or collected by the User using the Application. Application Data may include Personal Data. "**Personal data**" means any information relating to an identified or identifiable natural person within the meaning of Art. 4 No. 1 GDPR.



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- 2.2. NOT A MEDICAL DEVICE: THE SMARTPHONE APP AND CLOUD APPLICATION ARE NOT MEDICAL DEVICES. HEINE EXPRESSLY POINTS OUT THAT THE SMARTPHONE APP AND CLOUD APPLICATION AND ITS USE DO NOT REPLACE AND/OR CREATE MEDICAL ADVICE AND/OR DIAGNOSIS. ANY MEDICAL DECISION AND/OR TREATMENT IS THE RESPONSIBILITY OF THE USER.

3. CONCLUSION OF THE AGREEMENT

- 3.1. The agreement on the use of the application is only concluded when HEINE confirms this in text form and transmits the corresponding access data to the user. The receipt of the order by HEINE and any confirmation that the order has been received do not constitute acceptance of the contract. There is no legal entitlement to the use of the application. HEINE is entitled to reject a contract for the use of the application without giving reasons.
- 3.2. Upon conclusion of the agreement, the user will receive access data from HEINE. The smartphone app can be downloaded free of charge from the Apple App Store and the Google Play Store, and requires access data to be entered. The Cloud Application can be accessed via the URL provided to the User by HEINE, its use also requires the entry of the access data. The user is obliged to keep the access data secret, not to pass them on to third parties and to protect them by appropriate technical and organizational measures. In the event of misuse or loss of access data or a corresponding suspicion, the user will inform HEINE immediately.

4. RIGHTS TO THE APPLICATION

- 4.1. HEINE grants the User a non-transferable, non-exclusive right (without the right to grant sublicenses) to install the Smartphone App exclusively on the devices intended for this purpose (such as an iPhone or an Android smartphone) and to use this and the Cloud Application at the time specified in Section 2 and in the manner described therein. The User is only entitled to the rights of use in accordance with these Terms of Use. HEINE is the owner or licensee of all copyrights, trademarks and other intellectual property rights in the Application and in all content that HEINE makes available in the Application. With the exception of the right of installation and use granted under this Agreement, all rights to the Application remain with HEINE.
- 4.2. Changes of any kind to and/or use of the application other than in No. 2.1. or, for example, also in a possible user or operating manual, are expressly not permitted. In particular, the User does not have the right to modify, develop, reproduce, distribute, exchange, combine with other works, create derivative works of the Application and/or otherwise use and exploit the Application or parts thereof.
- 4.3. The User may only grant access to the Application to persons who belong to his organization, e.g. his practice.
The User must take appropriate precautions and security measures to protect the Application from access by third parties outside its organization (hereinafter referred to as "**Unauthorized Third Parties**").



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- 4.3.1. Accordingly, the user is not permitted to pass on access authorizations assigned to the user as well as identification and/or authentication information to unauthorized third parties.
- 4.3.2. The user is also obliged, among other things, to protect the access authorizations assigned to him as well as identification and/or authentication information from access by third parties. The User shall inform HEINE immediately if it is aware that unauthorized third parties are aware of the access authorisations assigned to the User as well as identification and/or authentication information.
- 4.4. In deviation from No. 4.3. the User may share all or part of Application Data, e.g. by creating and sharing a link. The split function can be designed in different ways, e.g. a complete data set, only an overview image with several image series or even only one image series can be shared and this can be anonymous or non-anonymous.

The application data remains in the cloud, but since the provision of application data to third parties via link is beyond the influence of HEINE (HEINE only generates the link), the user - as the data protection controller - is responsible for compliance with the data protection regulations applicable to him and for IT security.

5. COMPENSATION / TERM / TERMINATION / BILLING PERIOD

- 5.1. The subscription is indefinite.
- 5.2. HEINE offers different billing periods. The User is obliged to pay HEINE the agreed subscription fee. The subscription fee is based on the storage space used in the application as well as the billing period, the number of persons authorized to access it or the devices used is irrelevant in this respect. The User will be informed by HEINE about the billing periods, the prices and the available payment methods before concluding the subscription. You will be billed on the first day of the new billing cycle for the billing period agreed upon when you subscribed.
- 5.3. The subscription can be cancelled by either party at any time with one week's notice to the end of the current billing period.
- 5.4. If the User is in arrears with a payment by one week or more, HEINE is entitled to restrict or block the User's access to the Application until the payment due has been made.
- 5.5. HEINE may terminate the Agreement with immediate effect without notice if the User violates this Agreement.
- 5.6. The rights of both parties to terminate for good cause in accordance with the statutory provisions remain unaffected.
- 5.7. The termination must be declared in text form. The user can also conveniently cancel his subscription at any time in the personal login area in the webshop. Deleting the smartphone app on a terminal device alone does not constitute a notice of termination. In the same way, changes to the subscription (upgrade or downgrade) can also be made in the personal login area in the webshop.
- 5.8. When the user reaches their tariff limit, the user can continue to use the application, but cannot add any more recordings. They can upgrade their plan to the next higher model or delete recordings to regain full functionality.



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6. DATA / DATA SECURITY / DATA PROTECTION

- 6.1. The user is responsible for data protection law and must comply with the data protection regulations applicable to him.
- 6.2. The data is stored via the cloud.
- 6.3. Currently, data is backed up in a certified high-security data center in Munich. HEINE reserves the right to change the data center. The new data center will then have at least the same level of security and will be located on the territory of member states of the European Union (EU) or the European Economic Area (EEA).
- 6.4. Upon request, the user can receive his data for a fee during the term of the subscription. The data will be made available by HEINE in a suitable form as a copy.
Even if the subscription is terminated, the user can receive his data within one month upon request for a fee. The data is provided by HEINE in an appropriate form.
- 6.5. Upon termination, the data in the cloud will be irretrievably deleted, unless the user and HEINE expressly agree otherwise and/or HEINE is not legally obliged and/or not legally entitled to store the data for a longer period of time. The deletion will take place within a transitional period of one month.
- 6.6. HEINE assures that it will not access the data in the application unless the user gives his consent to access to the data as part of a requested technical support service. The User is obliged to protect the data from access by unauthorized third parties as a result of the use of the Application and to comply with the data protection regulations applicable to him/her.
HEINE only has access to data within the framework of the order processing agreement.
- 6.7. The User shall provide information on the processing of personal data of the persons using the Application in accordance with Articles 13 and 14 of the GDPR.
- 6.8. Further details of the processing of personal data by HEINE in connection with the application are regulated by the data processing agreement within the meaning of Art. 28 GDPR to be concluded between the user and HEINE before the conclusion of this agreement.

7. TECHNICAL REQUIREMENTS / UPDATES / SUPPORT / AVAILABILITY

- 7.1. In order to use the smartphone app on devices with the iOS (Apple) operating system, an iOS device with an operating system of the version specified by HEINE in the Apple App Store is required. In order to use the smartphone app on devices with the Android operating system, an Android device with an operating system of the version specified by HEINE in the Google Play Store is required. An internet connection is required to use the application on the smartphone as well as via the cloud.
- 7.2. Updates to the Application (hereinafter "**Updates**") are generally made available online and require an active Internet connection. Updates to the smartphone app will be made available in the stores where the smartphone app can be downloaded. In order to ensure the best possible technical use, we recommend



that the user always keep the application up to date with the latest available updates. **"Updates"** generally only include adjustments to maintain the promised service description (e.g. security patches, bug fixes, changes to adapt to new/different hardware or to new/different operating systems as well as other improvements that do not significantly change the functionality and structure of the software), but not the addition of new functions.

- 7.3. HEINE reserves the right to discontinue updates for outdated platforms (such as browsers, operating systems or smartphones) or modules with a reasonable period of time if their maintenance is an excessive burden. In this case, the user must switch to an up-to-date platform, for example by changing the browser, operating system or smartphone used, if he wants to take advantage of further updates. Any costs incurred are borne by the user himself.
- 7.4. The application is usually available 7 days a week and 24 hours a day, except for times when maintenance work such as data backup or system and program maintenance is carried out on the system or database. Such work will be announced with a lead time appropriate to the problem situation and, if possible, will not take place during peak hours, i.e. if possible, outside the usual operating and business hours in Gilching, Germany. The smartphone app and the cloud application each achieve an availability of at least 95 percent per year.

8. **OTHER OBLIGATIONS OF THE USER**

- 8.1. The user must
- make sure that the application is suitable for its specific goals and intentions
 - procure the necessary hardware and application environment for the use of the application, if applicable, and
 - observe a possible instruction manual or similar.
- 8.2. The User is obliged to take all necessary measures to ensure that unauthorized persons do not know their password for logging in and/or gain access to the data. The user's administrator password can be reset for a fee via HEINE's technical support. Passwords for the user's organization can be reset by the administrator.
- 8.3. If the user is held responsible by third parties for an infringement of rights through the application, the user must inform HEINE immediately of the claims raised and discuss the further course of action with HEINE.

9. **LIABILITY FOR DEFECTS/ WARRANTY**

The rights of the user in the event of defects are determined by the statutory provisions.

10. **LIABILITY**

- 10.1. HEINE SHALL BE LIMITED TO LIABILITY FOR DAMAGES, REGARDLESS OF THE LEGAL GROUNDS, IN ACCORDANCE WITH THE FOLLOWING PROVISIONS:
- 10.1.1. HEINE SHALL BE LIABLE IN ACCORDANCE WITH THE STATUTORY PROVISIONS IN THE EVENT OF INTENT AND GROSS NEGLIGENCE, IN THE EVENT OF CULPABLE INJURY TO LIFE, LIMB AND HEALTH, IN



ACCORDANCE WITH THE PROVISIONS OF THE PRODUCT LIABILITY ACT, IN THE EVENT OF FRAUDULENT INTENT, AS WELL AS TO THE EXTENT OF ANY GUARANTEE ASSUMED BY HEINE FOR CHARACTERISTICS AND OTHER NON-WAIVABLE LEGAL LIABILITY.

- 10.1.2. IN SO FAR AS NO CASE OF THE NUMBER 10.1.1 IN THE EVENT OF SIMPLE (I.E. NOT GROSS) NEGLIGENCE OF ESSENTIAL CONTRACTUAL OBLIGATIONS, HEINE SHALL BE LIABLE FOR THE TYPICAL DAMAGE FORESEEABLE AT THE TIME OF CONCLUSION OF THE CONTRACT. ESSENTIAL CONTRACTUAL OBLIGATIONS ARE THOSE WHOSE FULFILMENT IS ESSENTIAL FOR THE PROPER EXECUTION OF THE CONTRACT AND ON THE FULFILMENT OF WHICH THE USER THEREFORE RELIES AND MAY RELY (SO-CALLED CARDINAL OBLIGATIONS). IN ALL OTHER RESPECTS, HEINE SHALL NOT BE LIABLE IN THE EVENT OF SIMPLE NEGLIGENCE, UNLESS A CASE OF NO 10.1.1 IS AVAILABLE.
- 10.1.3. EXCEPT IN THE CASES OF 10.1.1, HEINE SHALL NOT BE LIABLE FOR LOST PROFITS, LOST SAVINGS, DAMAGES ARISING FROM THIRD-PARTY CLAIMS AND OTHER INDIRECT CONSEQUENTIAL DAMAGES.
- 10.2. THE LIMITATIONS OF LIABILITY IN THIS SECTION 10 APPLICABLE ACCORDINGLY IN FAVOUR OF THE PERSONS ACTING ON HEINE'S BEHALF.

11. MISCELLANEOUS

- 11.1. This Agreement applies exclusively to the User's use of the Application. No deviating, conflicting or supplementary agreements were made. The User's General Terms and Conditions shall only become part of the contract if and to the extent that HEINE expressly agrees to their validity in writing.
- 11.2. If any provision of this Agreement is or becomes invalid, the validity of other provisions shall not be affected. The void provision shall be replaced by a contractual provision that comes as close as possible to the purpose of the contract and the will of the contracting parties.
- 11.3. HEINE is entitled to amend this Agreement with effect for the future, provided that the changes do not involve any significant disadvantages for the User (e.g. restriction of the application functionalities, extension of the notice period for the User) or if these are necessary due to changes in legislation or jurisdiction. The User will be notified of any intended change by e-mail. The respective change will take effect if the user does not object to it within two months of receipt of the e-mail. The decisive factor for compliance with the two-month deadline is the timely dispatch of the objection.
- 11.4. THE LAWS OF THE FEDERAL REPUBLIC OF GERMANY SHALL APPLY TO THE EXCLUSION OF CONFLICT OF LAWS AND THE LAW OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS 1980.

As of: February 2026