

Annex 3: Standard Terms on Hardware Rental

§ 1 Subject of the Contract

The subject matter of the contract is the transfer for use of a combination of hardware and software to qualified personnel against payment. The system is used for staff training and for product presentation to customers or for presentations to patient audiences.

§ 2 The Lessor's Services

- 2.1 The lessor grants the lessee the right to use a fully functional Virtual Reality System in accordance with the contract. The technical components of the Virtual Reality System ("**Hardware**") as well as its (system) requirements and conditions of use and storage are described in detail in the lessor's offer (**Offer**).
- 2.2 The Offer is subject to the terms of conditions in this **Annex 3**. It becomes binding upon acceptance of lessee and following order confirmation by lessor.
- 2.3 The right to use the Virtual Reality system in accordance with this contract includes the licensed product ("Software Cardio Showroom VR") according to the Standard License Terms (professional use) <https://cardiolectra.de/en/standard-license-terms/>. The contractual use of the software is limited to the use of the Hardware.
- 2.4 Hardware and Licensed Product are also referred to together as System or Virtual Reality System.
- 2.5 The Hardware remains the property of the Lessor at any time.
- 2.6 The Lessor shall maintain the System regularly in order to fulfil his obligations under this rental contract to ensure the contractual use of the System at the state of development at the time the contract is concluded. The Lessor shall remedy Hardware defects by repairing or replacing the corresponding device.
- 2.7 As soon as improved device or hardware alternatives are developed and available, the Lessor undertakes to inform the Lessee. The provision of such new hardware

is not the subject of this agreement but may be made on the basis of a follow-up agreement to be negotiated.

§ 3 Obligations and Rights of the Lessee

- 3.1 The Lessee undertakes to pay the rent agreed in the offer.
- 3.2 The Lessee undertakes to handle the Lessor's hardware with care. The Lessee is liable for loss, theft, or negligent damage to the Hardware, but not for normal traces of use.
- 3.3 Installation of the Licensed Product on devices other than the Hardware is only permitted after prior agreement with the Lessor and a corresponding adjustment to the rental fee.
- 3.4 The Lessee shall inform the Lessor immediately of any defects or problems with the System.

§ 4 Instruction Paper; Handover

- 4.1 After conclusion of the contract Lessor will provide instruction papers to the system.
- 4.2 Parties agree on the handover location. Lessor will deliver and set up the System at the designated handover location ready for use ("**Commissioning**"), however subject to the condition that the Lessee has taken all necessary steps to enable the Commissioning, in particular by providing electrical connections and by defining an adequate installation site.
- 4.3 On the handover date Lessor will perform an on-site instruction for the Lessee's staff on the utilization of System's key features.

On the handover date Parties will complete a **handover certificate** recording the state of the System and the performance of the instruction. This handover certificate becomes part of this contract.

§ 5 Subleasing, Lending

Lending or subleasing of the System as a whole or in parts is not permitted. Lending or subleasing of the Hardware is not permitted.

§ 6 Duration of Contract and Termination

- 6.1 The contract period is 12 months from the handover of the System.
- 6.2 The contract can be terminated one month prior to its expiry. If neither party has given notice of termination one month prior to the expiry of the contract period, the contract period is automatically extended by a further 12 months and the rent is due and invoiced accordingly for a further year.
- 6.3 The right of the parties to terminate the contract for good cause remains unaffected.
- 6.4 Notice of termination must be given in writing per e-mail to contact@cardiolectra.com.
- 6.5 The System has to be returned within four (4) weeks after the expiry of the contract. Lessor and Lessee shall immediately after the notice of termination agree on a pickup date at the handover location. Lessee is liable for any defect or any deterioration of the System, unless usual wear and tear. Lessor will examine the condition of the System after return, file and deliver a **return report**, describing every defect. Lessee is entitled to attend the examination.
- 6.6 If due to Lessee's fault the System has not yet been returned within the four weeks period it shall be assumed that the Lessee continues the use of the System (within the meaning of Section 545 German Civil Code – BGB) and the contract therefore shall continue for an indefinite period of time.

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