

Terms & Conditions for use of the LINAK® OneConnect™ Portal

Welcome to LINAK® OneConnect™ Portal

These Terms and Conditions shall apply to your use of the LINAK OneConnect Portal: Before using the LINAK OneConnect Portal (“the Portal”), you are required to read, understand, and agree to these terms and conditions for use of the Portal. If you do not wish to be bound by these terms and conditions, please do not use the Portal.

Registration and authorisation: Your registration in the Portal requires registration of your contact data, which will be stored as your personal profile. If you are accessing the Portal on behalf of an organisation, you warrant that you are authorised to do so, and you understand and confirm that such organisation will be legally bound by the terms and conditions.

Password: The password you have received authorises you, and only you, to use the Portal. You cannot make your password available to others. All users must request their own password and username.

Intellectual Property Rights: All intellectual property rights relating to the Portal as such remain with LINAK. You are only allowed to use the Portal in accordance with these terms and conditions. The marks “OneConnect” and “LINAK” are trademarks belonging to LINAK. The content and design of the Portal is protected by copyrights laws. You may not copy, reproduce, reengineer, republish, upload, post, display, transmit or frame any of these materials without prior written consent from LINAK, except that you may view, download, display and print a single copy of these materials for personal use.

Limited Liability: It is important to highlight that the Portal is not an emergency handling system, but a communication platform. LINAK cooperates with external partners such as network operators and external data providers. LINAK shall not incur any liability if an attempt to communicate through the Portal is not successful. LINAK will use all reasonable efforts in order to ensure that the outage is as short and seldom as possible.

You understand and agree that the Portal and any services, content or information contained on or provided by LINAK is provided on an “as is” basis. LINAK does not make any express or implied warranties, representations, or endorsements whatsoever (including without limitation warranties of title or non-infringement, or implied warranties of merchantability or fitness for a particular purpose) about the service or any information provided through the Portal.

The use of the Portal is entirely at your own risk, and to the maximum extent permitted by applicable law LINAK shall not be liable for any direct, indirect, incidental, consequential, special, exemplary, punitive, or any other monetary or other damages, fees, fines, penalties, or liabilities arising out of or relating in any way to the Portal and/or content or information provided herein. Your sole and exclusive remedy is to stop using the Portal. You are responsible for all kinds of liability related to misuse and submission of false data to the Portal.

LINAK shall be liable for products liability in accordance with mandatory product liability law. LINAK explicitly disclaims any other product liability.

User’s Liability: If you or a third party (through misuse of your personal password) disclose any information in breach of these terms and conditions, you or your organisations contact on Portal will

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be liable for any fees, expenses, or costs payable for the use of the information or material. You may also face claims for damages (e.g. for infringement of personal rights).

You agree that you will indemnify LINAK against any damages, losses, liabilities, judgments, costs or expenses arising out of a claim by a third party relating to any breach by you of any of your obligations pursuant to these terms and conditions. LINAK shall without undue delay notify you of any such claim and the parties shall cooperate in good faith in the defence of the same.

Data Protection: Great importance is given to protection of the personal data in the OneConnect. LINAK shall comply with its obligations under the applicable data protection laws regarding its processing of User personal data. (1) LINAK will only collect, process, or use such personal data that are necessary for the implementation and use of the services of LINAK or that you provide voluntarily. LINAK only registers your name and email account for the purpose of creating your profile in the Portal. (2) The medical device manufacturer (LINAK Customer) can authorise you with different roles in the Portal. Should you wish to change your roles, we kindly ask you to contact the medical device manufacturer in question. (3) LINAK does track your personal events in the Portal. LINAK has access to collect registered product data in anonymised form. The purpose of the collection of data is to produce statistics to analyse usage, causes for errors and to improve the Portal. (4) LINAK keeps your personal data only as long as necessary for the provision of services. Due to statutory or legal obligations, an additional permanent data storage may be required. (5) Should you not use your account for a longer period, then we will contact you to ask if you still want to be registered in the Portal. (6) LINAK cloud is hosted at Microsoft Azure Cloud, which is physically placed in Western Europe. LINAK has a Data Processor Agreement in place with Microsoft. (7) LINAK has established technical and organisational security measures to protect your data, in particular against loss, manipulation or unauthorised access. We regularly adjust our security measures to the continuous development. (8) You may always request, free of charge, information about your stored data at LINAK. Your requests for information, questions, correction of data, complaints or concerns about data protection should be sent your local LINAK entity.

Force Majeure: Interruptions in the communication service may be caused by force majeure, or by technical and other measures, which can be carried out in the Portal, the suppliers or network operator, or to improve the services, e.g., maintenance, repairs, system-related updates, and expansions. LINAK will make every reasonable effort to re-instate Portal access immediately or to assist with their re-instatement. The following circumstances result in exemption from liability if they prevent performance of the Portal or make performance unreasonably onerous: Labour disputes and any other circumstances beyond the control of the parties concerned, such as fire, war, mobilisation or military call-up of similar dimensions, epidemics, pandemics requisition, confiscation, currency restrictions, civil unrest or riots, the absence of transport, general shortages of goods, restrictions in fuel, and defects or delays in deliveries/services from sub-suppliers.

Termination of use: In the event you breach these terms and conditions or in any way misuse the Portal, LINAK reserves the right to suspend, terminate or block your access to the Portal without further notice. Furthermore, LINAK may terminate your access to the Portal, in the event you have stopped using the Portal. LINAK shall not be liable to you or any third party for any termination of your access to the Portal or the data. The clauses entitled Intellectual Property Rights, LINAK's limited liability, User's liability, Governing Law, and Miscellaneous shall survive the termination.

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Governing Law: Danish law shall apply, without regard to its provisions on conflict of laws.

Miscellaneous: The Terms and Conditions may at any time be amended without notice and at the sole discretion of LINAK. All amended Terms and Conditions shall automatically be effective when they are posted in the Portal. It is your responsibility to return to the Terms and Conditions from time to time to review the most current version. If one provision should be invalid, the validity of all other provisions shall not be affected.

Roles based specific terms of use

1.1: App Content Manager:

Role: The Portal is designed so that you with the App Content Manager Role can upload (add, alter, delete) your own company logo, product image, and marketing material (collectively referred to as “Material”) for display in the LINAK OneConnect App.

Responsibilities: You are responsible for ensuring that you hold all required rights and permissions to use all uploaded Material to the Portal, including intellectual property rights.

You are responsible for ensuring that the uploaded Material is up to date, that links are working and that contact data such as phone numbers and email addresses are correct.

When you add your copyrighted images of Material to the Portal, you grant LINAK and its affiliates a non-exclusive, worldwide, royalty-free, perpetual, irrevocable right to exercise all rights of publicity over the Material.

Liabilities: Should a third-party claim that LINAK violates their intellectual property rights (trademarks, copy rights and other registrations) due to the Material that you have uploaded, you shall indemnify and hold LINAK harmless from any costs that LINAK incurs due to such claim.

1.2: Key Download Manager:

Role: With the “Key Download Manager” role you can download Secure LCi keys for medical device manufacturer products and/or software. Three types of keys are available for download:

Type 1: Care Data (read)

Type 2: Service Data (read)

Type 3: Service Data (read/write)

Responsibilities: As Key Download Manager you have following responsibilities:

You are responsible for administrating the keys, all use is at your own risk and hence you must make sure that the keys are kept secure. LINAK cannot be held liable for any misuse of the keys. If keys are lost, new keys will have to be generated and a field update is required at your own cost and risk.

Liabilities: Key Download Manager is responsible for all liability relating to use, misuse, or theft of keys.

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Contact: If you have problems using the Portal, please report them to your local LINAK subsidiary.

2.0: App User Manager:

Role: With the “App User Manager” role you can invite other users to access advanced data in the control box via the App.

Responsibilities: It is your responsibility to verify the identity of the persons which you invite. You shall also ensure that users are deleted when they no longer need to have access to the App.

Liabilities: If you by mistake happen to invite a wrong user, you must make sure that the user is deleted. Contact LINAK by email oneconnectsupport@linak.com to get invitations cancelled and accounts deleted. Any such data breach shall be handled in accordance with the applicable data protection laws. You are further responsible for ensuring that the user rights are only granted to persons who need access to the App and that user rights are removed from persons who no longer need to access the App.

2.0: Advanced App User:

Role: With the “Advanced App User” role you can use the App to connect to LINAK control boxes.

Responsibility: If you changed any setting in the Control Box via the App, you are responsible for ensuring that the Control Box settings are secure, i.e., such as changing the current setting which could lead to unintended overload by the end-user.

Liabilities: Any changes done to a LINAK systems using the OneConnect app is done at own risk and responsibility.

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