

General Terms and Conditions – Neolook Solutions BV

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Module A – General provisions

A.1 – Definitions

1. In these general terms and conditions («Terms») the following defined terms, each written with an initial capital, have the meanings set out below:
 - **Neolook:** NeoLook Solutions BV, having its registered office in Utrecht, with offices at Princetonlaan 6, 3584 CB Utrecht, the Netherlands, registered in the Commercial Register of the Chamber of Commerce under number 77050797;
 - **Client:** any legal entity or natural person acting in the exercise of a profession or business that concludes an Agreement with Neolook or is negotiating to do so;
 - **Agreement:** any agreement between Neolook and the Client, including the quotation or order confirmation accepted by both parties and the annexes belonging to it;
 - **Equipment:** the physical goods supplied or made available by Neolook, including cameras, mounting materials, network components and other hardware, including the software embedded therein;
 - **Platform:** Neolook's S2S software and infrastructure for camera and video services for, among other purposes, neonatology, including the associated applications, interfaces and Documentation;
 - **SaaS Services:** the provision of functionality as a service, remotely, through the Platform;
 - **Services:** all work to be performed by Neolook, including installation, configuration, support, maintenance, training and advice;
 - **Documentation:** the usage and management information provided by Neolook, including instructions for use and instructions within the meaning of the applicable medical device regulations;
 - **SLA:** the service level agreement agreed between the parties setting out the service levels for the SaaS Services and support;
 - **Data Processing Agreement:** the agreement concluded between the parties within the meaning of Article 28 of the General Data Protection Regulation (GDPR), forming an annex to the Agreement;
 - **Client Data:** all data that the Client or its end users enter, upload or have generated through the Platform, including image material and personal data;
 - **Confidential Information:** all information designated as confidential or whose confidential nature the receiving party should reasonably understand, including trade secrets within the meaning of the applicable trade secrets law (including Directive (EU) 2016/943 as implemented);
 - **In Writing:** in writing or by electronic means, including by e-mail.
2. Definitions used in the singular include the plural and vice versa.

A.2 – Applicability, operation of the modules and order of precedence

1. These Terms apply to all offers, quotations and Agreements of Neolook and to all obligations arising from them.

2. Neolook contracts exclusively with parties acting in the exercise of a profession or business. Consumer-law provisions do not apply.
3. The applicability of any purchasing, tendering or other general terms of the Client, including industry terms such as healthcare procurement conditions, is expressly rejected, unless and to the extent Neolook has accepted those terms In Writing and expressly.
4. These Terms consist of four modules. Module A applies to every Agreement. Module B applies only to the extent the Agreement also covers the supply or making available of Equipment and the associated installation. Module C applies only to the extent the Agreement also covers the provision of SaaS Services. Module D applies only to the extent the Agreement also covers the provision of support or other Services.
5. In the event of conflict the following order of precedence applies: (a) the Agreement, including the accepted quotation and the SLA; (b) the Data Processing Agreement, but only to the extent it concerns the processing of personal data; (c) the applicable Module B, C or D; (d) Module A; (e) the remaining annexes.
6. Deviations from these Terms bind Neolook only if they have been agreed In Writing and apply only to the Agreement for which they were made.
7. These Terms apply exclusively between Neolook and the contracting Client. Extension of agreed conditions to purchasing combinations, affiliated institutions or third parties requires Neolook's prior written consent and may give rise to a price revision.
8. Where mandatory provisions of the law applicable to the Agreement or of the law of the Client's jurisdiction cannot be derogated from by agreement and would be infringed by a provision of these Terms, those mandatory provisions prevail over the conflicting provision; the remaining provisions of these Terms stay in full force.

A.3 - Offers and quotations

1. All offers and quotations of Neolook are without obligation and revocable until the moment of acceptance, unless the quotation expressly states otherwise.
2. A quotation is valid for three months after its date, unless the quotation states a different period.
3. Obvious mistakes or clerical errors in offers, quotations or price lists do not bind Neolook.
4. Product information, demonstrations and trial set-ups provided by Neolook indicate the general characteristics of the performance; only the specifications laid down in the Agreement and the intended use described in the Documentation are binding.

A.4 - Formation of the Agreement

1. An Agreement is formed by the Client's written acceptance of the quotation within its validity period, or by Neolook's written order confirmation.
2. Acceptance by electronic means, including by e-mail or through a digital signing or ordering facility offered by Neolook, qualifies as written acceptance.

3. An Agreement is not formed merely because Neolook fails to respond to an order or purchase order of the Client.
4. If the acceptance deviates from the quotation, the Agreement is formed only after Neolook has agreed In Writing to the deviation.
5. If the Client cancels a concluded Agreement in whole or in part before delivery, the Client owes the costs incurred by Neolook and the contribution margin reasonably attributable to the cancelled performance, without prejudice to Neolook's right to demand performance.

A.5 - Prices and indexation

1. All prices are in euros and exclusive of value added tax and other government levies, unless stated otherwise In Writing. Where the Agreement expressly states another currency, that currency applies.
2. Unless agreed otherwise In Writing, the costs of shipping, installation outside the agreed scope, import and export duties and additional facilities required by the Client are not included in the price.
3. Neolook is entitled to adjust prices and rates once per calendar year on the basis of a relevant official price index (such as a national statistics services or consumer price index, or the Eurozone harmonised index of consumer prices), with written announcement at least two months before the effective date.
4. In the event of demonstrable extraordinary cost increases outside Neolook's sphere of influence (including energy, components, transport or changed laws and regulations) the parties shall consult on a reasonable interim price adjustment. If such consultation does not lead to agreement within thirty days, Neolook may implement the price adjustment and the Client may terminate the affected Agreement as at the effective date of that adjustment.
5. For work performed on the basis of a target price, the target price is a careful estimate; if the target price threatens to be exceeded by more than ten percent, Neolook informs the Client in good time and the parties consult on the scope.

A.6 - Payment and payment term

1. Payment is made within thirty days of the invoice date, to a bank account designated by Neolook, without discount, deduction or set-off save as provided in Article A.8.
2. Where mandatory law applicable to the Agreement prescribes a maximum payment term (for example for large enterprises owing payment to small and medium-sized creditors), that maximum term applies; any longer agreed term is void to that extent and is converted by operation of law into the prescribed maximum term.
3. Neolook invoices in accordance with the invoicing schedule set out in the Agreement. For project deliveries Neolook may stipulate milestone invoicing or an advance payment in the quotation.
4. The Client ensures that the data required to process invoices (including order numbers and references) are provided to Neolook in good time. The absence of such data does not suspend the payment obligation if the invoice sufficiently identifies the performance and the amount due.

5. If the Client disputes an invoice, it notifies Neolook In Writing and with reasons within fourteen days of the invoice date. A dispute gives a right to suspend only the part disputed with reasons; the undisputed part is paid within the applicable term.
6. Approval, inspection or acceptance procedures on the Client's side do not affect the payment term in paragraph 1, unless agreed otherwise In Writing.

A.7 - Consequences of late payment

1. On exceeding the payment term the Client owes, without any further notice of default being required, interest on the outstanding amount at the applicable statutory commercial (default) interest rate or 1% per month, whichever is higher, whereby part of a month counts as a full month.
2. In addition the Client owes the reasonable costs of extrajudicial recovery, including any statutory minimum compensation applicable in the relevant jurisdiction.
3. Payments made by the Client are applied first to the costs due, then to the interest accrued and finally to the principal and the current interest, in order of age of the claims, even if the Client designates a different allocation.
4. On late payment all other claims of Neolook against the Client become immediately due and payable, and Neolook may require security or advance payment for further performance.

A.8 - Suspension, retention and set-off

1. Neolook may suspend the performance of its obligations in whole or in part if the Client fails to perform its obligations or if there is well-founded fear that it will not perform them; for the SaaS Services the framework of Article C.5 applies in addition.
2. Neolook may retain goods of the Client that it holds until the Client has paid all due and payable claims relating to the relevant Agreement, to the extent the law permits.
3. The Client is entitled to set off only claims that Neolook has acknowledged In Writing or that have been established irrevocably in legal proceedings.
4. Neolook's rights under this Article are without prejudice to its other statutory and contractual rights.

A.9 - Cooperation and provision of information by the Client

1. The Client provides Neolook in good time with all data, access and facilities reasonably necessary to perform the Agreement, including access to locations, networks and (technical) contact persons.
2. The Client warrants the accuracy and completeness of the data provided by or on its behalf. Neolook is not liable for damage arising from inaccurate or incomplete data of the Client.
3. Delay or additional costs arising because the Client fails to perform its cooperation obligations or fails to do so in good time are for the account and risk of the Client; agreed terms are extended proportionately in that case.

A.10 - Performance and engagement of third parties

1. Neolook performs the Agreement to the best of its insight and ability and in accordance with the standards of good workmanship.
2. Neolook may engage third parties in the performance. Neolook selects these third parties with care and remains responsible to the Client for the agreed performance.
3. For suppliers and subcontractors that play a role in the chain of its services, Neolook applies appropriate quality and information-security requirements, in line with the laws and regulations on network and information security applicable to Neolook (including, where applicable, the NIS2 framework as implemented).

A.11 - Duration, renewal and termination

1. An Agreement for continuous or periodic performance is entered into for a fixed term of one year, unless agreed otherwise In Writing.
2. After the initial term the Agreement is renewed tacitly for successive periods of one year, unless either party terminates In Writing no later than three months before the end of the current term.
3. An Agreement for an indefinite period may be terminated In Writing by either party with a notice period of three months. The notice period is equal for both parties.
4. Termination is without prejudice to obligations that by their nature are intended to continue (including confidentiality, intellectual property, the liability regime, exit obligations and payment obligations).
5. Performance already rendered before the end of the Agreement and the fees due for it remain payable and are not reversed.

A.12 - Intellectual property

1. All intellectual property rights in the Platform, the SaaS Services, the Equipment (including embedded software), the Documentation, software, databases, algorithms, models, designs, know-how and all other materials developed or made available by or on behalf of Neolook vest exclusively in Neolook or its licensors. No transfer of intellectual property rights to the Client takes place.
2. Configuration and parameterisation of the Platform or the Equipment for the Client do not qualify as bespoke work and do not create any rights of the Client in the underlying software or settings.
3. If the parties agree In Writing on the development of client-specific bespoke work, the rights in it remain with Neolook and the Client obtains a usage right in accordance with paragraph 4, unless agreed otherwise In Writing, expressly and against a separate fee.
4. For the duration of the Agreement the Client obtains a non-exclusive, non-transferable and non-sublicensable right to use the Platform, the software and the Documentation, solely for the agreed use within the Client's own organisation and in accordance with the intended use.
5. The Client may not reproduce, decompile or reverse engineer the software, save to the extent mandatory law permits, nor remove or alter any trademark, ownership or origin notices.

6. For embedded software contained in Equipment the usage right applies for the duration of the normal use of that Equipment and is tied to the Equipment on which it is installed.

A.13 - Indemnity for infringement of third-party rights

1. Neolook indemnifies the Client against third-party claims based on the contention that the unmodified use of the Platform, the Equipment or the Documentation in accordance with the Agreement and the Documentation infringes an intellectual property right valid in the relevant jurisdiction, provided the Client informs Neolook of the claim In Writing without delay, leaves the handling of the matter (including defence and settlement) entirely to Neolook and provides all reasonably necessary cooperation.
2. The indemnity in paragraph 1 does not apply to the extent the claim arises from: (a) modification of what was delivered by or on behalf of the Client; (b) use in combination with goods or software not supplied or prescribed by Neolook; (c) use contrary to the Agreement or the Documentation; or (d) specifications prescribed by the Client.
3. If it is established irrevocably in legal proceedings that infringement exists, or if Neolook considers the risk of it real, Neolook will at its option: (a) modify what was delivered so that the infringement is remedied while retaining substantially equivalent functionality; (b) replace what was delivered with an equivalent non-infringing alternative; (c) obtain a usage right for the Client; or (d) take back what was delivered against a refund of the fee paid, less a reasonable usage fee.
4. This Article contains Neolook's entire liability for infringement of third-party rights, without prejudice to Article A.15.

A.14 - Confidentiality

1. The parties keep all Confidential Information of the other party secret, use it solely for the performance of the Agreement and make it available only to employees and engaged third parties who need the information for that purpose and are bound by an at least equivalent duty of confidentiality.
2. The duty of confidentiality does not apply to information that: (a) is or becomes public without any act of the receiving party; (b) was demonstrably already lawfully in the possession of the receiving party; (c) was lawfully obtained from a third party without a duty of confidentiality; or (d) must be disclosed pursuant to law, a court ruling or a competent authority, in which case the receiving party informs the other party in advance where permitted.
3. Prices, quotations, product information and technical information of Neolook qualify as Confidential Information of Neolook.
4. The duty of confidentiality applies to trade secrets for an indefinite period and to other Confidential Information for the term of the Agreement and five years thereafter.
5. On breach of this Article the breaching party is liable for the resulting damage in accordance with Article A.15. The parties do not agree any penalty clause, unless laid down otherwise In Writing in the Agreement.

A.15 - Liability

1. Neolook's total liability for an attributable failure, tort or any other ground is limited, per event (a series of connected events counting as one event) and per contract year, to the amount of the fees (excluding value added tax) that the Client has paid or become liable to pay for the relevant Agreement over the twelve months preceding the event causing the damage.
2. If and to the extent Neolook's liability insurance pays out a higher amount in a specific case, then, in deviation from paragraph 1, the maximum is the amount actually paid out by the insurer, increased by Neolook's deductible.
3. Neolook's liability for indirect and consequential damage, including lost profit, missed savings, business interruption, reputational damage, loss of or damage to data other than the direct costs of restoration from available back-ups, and damage from third-party claims save as provided in Article A.13, is excluded.
4. The limitations in this Article do not apply: (a) in the event of intent or deliberate recklessness of Neolook's management; and (b) for liability for death or personal injury.
5. A condition for any right to compensation to arise is that the Client reports the damage to Neolook In Writing as soon as possible, and no later than within thirty days of discovery. Any claim for compensation lapses on the mere expiry of twelve months after the day on which the Client became aware, or could reasonably have become aware, of the damage and of Neolook's liability.
6. Neolook maintains appropriate business and professional liability insurance and provides an insurance certificate at the Client's request. Neolook is not obliged to assign claims against insurers.
7. The provisions of this Article also operate for the benefit of Neolook's employees and of third parties engaged by Neolook.

A.16 - Indemnities

1. Each party indemnifies the other party against third-party claims to the extent those claims arise from an attributable failure or unlawful act of the indemnifying party, subject to the limitations of Article A.15.
2. The Client indemnifies Neolook against third-party claims arising from use of what was delivered contrary to the Agreement, the Documentation or the intended use, and from the content of Client Data, save to the extent the claim is attributable to Neolook.
3. The party that is indemnified leaves the defence and any settlement negotiations to the indemnifying party, informs it without delay and provides reasonable cooperation. The indemnifying party does not enter into a settlement that imposes obligations on the indemnified party without that party's prior written consent.

A.17 - Joint and several liability

1. If the Agreement is entered into with two or more Clients, or for the benefit of several institutions or sites within one group, they are jointly and severally liable for the performance of all obligations under the Agreement.

A.18 - Notice of default, rescission and termination for breach

1. Save where these Terms or mandatory law provide otherwise, default occurs only after the failing party has been given written notice of default granting a reasonable period to cure the failure, and performance fails to occur within that period. Agreed terms are not fatal deadlines unless expressly stipulated In Writing.
2. Either party may rescind the Agreement in whole or in part if the other party, after notice of default in accordance with paragraph 1, attributably fails to perform a material obligation.
3. Either party may rescind the Agreement in whole or in part with immediate effect if the other party is granted (provisional) suspension of payments, the bankruptcy, insolvency or administration of the other party is applied for or declared, or the other party's business is wound up or terminated other than for the purpose of reconstruction or merger of businesses.
4. A change of control (merger, acquisition or share transfer) at either party does not in itself constitute a ground for rescission; at the request of the other party the parties consult on it.
5. Each Agreement stands on its own. Rescission of one Agreement gives no right to rescind other agreements between the parties, unless the connection between the agreements objectively requires this, and then only for the future.
6. Performance that Neolook correctly rendered before the rescission, and the associated payment obligations, are not subject to reversal.

A.19 - Force majeure

1. Neither party is obliged to perform any obligation, save payment obligations, if and for as long as performance is prevented by force majeure.
2. Force majeure on the part of Neolook also includes: failure of suppliers, carriers, hosting and cloud providers and other engaged third parties; scarcity of components or materials; cyber incidents and (D)DoS attacks at Neolook or its suppliers despite appropriate security measures; failure of electricity, telecommunications or network facilities; epidemics and pandemics; government measures; war, terrorism and unrest; natural disasters; fire and water damage; and incapacity or strike of personnel.
3. The party invoking force majeure notifies the other party In Writing without delay, stating the cause and the expected duration, and limits the consequences as far as reasonably possible.
4. If the force majeure situation lasts longer than sixty days, either party may rescind the Agreement In Writing for the part affected by the force majeure, without being liable to pay damages. Performance already rendered is settled proportionately.

A.20 - Medical devices and regulatory compliance

1. To the extent what is delivered qualifies as a medical device, Neolook complies with the medical device regulations applicable to it, including Regulation (EU) 2017/745 (MDR) where the products are placed on the market in the European Union, and the equivalent regulations applicable in the Client's jurisdiction, including carrying out the conformity assessment and providing the required usage information.

2. The Client uses what is delivered solely in accordance with the intended use and the Documentation, ensures use by suitably qualified personnel and follows the safety information and instructions provided by Neolook.
3. The Client reports complaints, incidents and (near-)events relating to what is delivered to Neolook without delay through the channel indicated by Neolook, without prejudice to the Client's own statutory reporting obligations. Complaints are handled in accordance with Neolook's quality management system.
4. The parties provide each other with all cooperation reasonably necessary for vigilance, field safety corrective actions (FSCA), recalls and investigations by competent authorities. The Client carries out safety measures initiated by Neolook within the period indicated.
5. The Client cooperates with the traceability of what is delivered, including registration of location and identification data (such as the UDI) and the reporting of any transfer of Equipment to third parties.
6. The costs of a recall or safety measure are borne in proportion to the extent the cause is attributable to each party, subject to Article A.15.

A.21 - Codes of conduct, inducement and transparency

1. In performing the Agreement the parties comply with the applicable codes of conduct, anti-inducement rules and transparency requirements for medical devices in the relevant jurisdiction, including, where applicable, the MedTech Europe Code of Ethical Business Practice and national equivalents.
2. Discounts, bonuses and other financial benefits are agreed solely In Writing, are reflected in the quotation, order confirmation or Agreement and are settled only with the legal entity that is directly a party to the commercial transaction (the invoiced party). Benefits for third parties that are not a party to the transaction are neither granted nor held out in prospect.
3. Gifts, hospitality, services by healthcare professionals and sponsoring are never linked to purchasing, usage, prescription or recommendation decisions and never run through the sales relationship; separate, code-compliant agreements apply to those.
4. Product samples and demonstration models provided by Neolook do not qualify as a gift or discount and remain the property of Neolook, unless agreed otherwise In Writing.
5. The parties cooperate in complying with applicable transparency obligations, including disclosure in any applicable transparency register above the applicable threshold amounts. The Client provides Neolook with the data required for this on request; the parties provide an appropriate basis for the processing of those data.

A.22 - Information security, incident notification and audits

1. Neolook takes appropriate technical and organisational security measures in accordance with its information security management system, which is certified against NEN 7510 or an at least equivalent standard (such as ISO/IEC 27001). Neolook provides the current certificate on request and maintains the certification for the term of the Agreement or replaces it with an at least equivalent certification.

2. Neolook notifies the Client, without undue delay after discovery, of security incidents with actual or likely consequences for the services to, or the data of, the Client, and provides the information the Client reasonably needs for its own reporting obligations. For personal data the Data Processing Agreement applies in addition.
3. Requests of the Client for demonstrability of security measures are answered primarily with certificates, audit statements and assurance reports of independent experts.
4. Only if the means referred to in paragraph 3 are demonstrably insufficient for a statutory or supervisory obligation of the Client, the Client may carry out an additional audit at most once per calendar year, under the following conditions: (a) written announcement of at least thirty days stating scope and purpose; (b) performance during office hours with minimal disruption of operations; (c) confidentiality by the Client and the engaged auditor, who may not be a direct competitor of Neolook; (d) no access to data of other clients of Neolook or to information that could harm the security of third parties; (e) the costs of the audit, including Neolook's reasonable internal costs, are for the account of the requesting Client, save to the extent the audit demonstrates a material non-conformity.
5. Findings from audits are shared with Neolook and qualify as Confidential Information of both parties.

A.23 - Data protection and Data Processing Agreement

1. In performing the Agreement the parties comply with the applicable laws and regulations on the protection of personal data, including the GDPR and the additional regulations applicable to healthcare.
2. To the extent Neolook processes personal data for the Client in performing the Agreement, it does so as a processor on the basis of the Data Processing Agreement, which forms an annex to and part of the Agreement.
3. In the event of conflict between the Data Processing Agreement and these Terms, the Data Processing Agreement prevails to the extent it concerns the processing of personal data.
4. Each party bears the fines and claims of supervisory authorities and data subjects to the extent the underlying infringement is attributable to that party, subject to the allocation of responsibility under the GDPR and Article A.15.

A.24 - Sustainability

1. Neolook makes efforts to make its products, packaging and logistics continuously more sustainable, including by minimising packaging material and promoting reuse and recycling.
2. Neolook provides the Client on request with reasonable, available information on materials, energy consumption and the environmental aspects of what is delivered, for the purposes of the Client's sustainability and CSRD reporting. Neolook channels this provision of information through standardised product information; client-specific reports, measurements or certifications qualify as additional Services against the applicable rates.
3. Sustainability obligations qualify as obligations of effort, unless agreed otherwise In Writing and expressly.

A.25 - Anti-corruption, sanctions and export control

1. The parties comply with the applicable anti-corruption and anti-bribery legislation and neither directly nor indirectly offer any improper advantage to obtain or retain orders or other benefits.
2. The parties comply with the applicable sanctions and export control regulations of the European Union, the United Nations and other relevant jurisdictions. The Client will not directly or indirectly (re)sell, export or make available what is delivered to persons, entities or destinations for which this is not permitted under those regulations.
3. Neolook may suspend performance or terminate the Agreement in whole or in part to the extent performance would conflict with sanctions or export control regulations, without being liable to pay damages.
4. A material breach of this Article qualifies as a material failure within the meaning of Article A.18 paragraph 2.

A.26 - Transfer of rights and obligations

1. The Client may not transfer rights and obligations under the Agreement to a third party without Neolook's prior written consent; to the extent permitted by the applicable law this stipulation has effect under property law (goederenrechtelijke werking). Consent is not withheld on unreasonable grounds.
2. Neolook may transfer its rights and obligations under the Agreement to a group company or to a third party in the context of a transfer of (part of) its business, provided the continuity of the services to the Client remains safeguarded.

A.27 - Amendment of these Terms, version control and language

1. Neolook may amend these Terms. Amendments are announced to the Client In Writing at least thirty days before they take effect, with the new version sent or made available.
2. If an amendment is a significant change to the Client's detriment, the Client may terminate the affected Agreement In Writing as at the date on which the amendment takes effect. If the Client does not exercise this right, the amended version applies from the date it takes effect.
3. Neolook maintains version control over these Terms and files each version with the competent commercial register or otherwise makes it available. The version applicable to an Agreement is the version in force at the time it was concluded, subject to amendment in accordance with this Article.
4. These Terms are available in Dutch and in English. For an Agreement concluded in the English language the English text is authoritative; for an Agreement concluded in the Dutch language the Dutch text is authoritative. Where both language versions form part of one Agreement, the parties designate the authoritative text in the Agreement.

A.28 - Nullity and conversion

1. If a provision of these Terms or of the Agreement is null and void or is annulled, the remaining provisions stay in full force.

2. The parties replace the affected provision, in consultation, with a valid provision that approximates the aim and purport of the original provision as closely as possible.

A.29 - Governing law, consultation and forum

1. All legal relationships between Neolook and the Client are governed exclusively by the law of the Netherlands. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
2. The parties first submit a dispute to each other's management, who within thirty days of the written notification of the dispute consult in good faith on an amicable solution. This obligation to consult does not stand in the way of protective measures or urgent relief.
3. Disputes that are not resolved by way of paragraph 2 are submitted exclusively to the District Court Midden-Nederland, location Utrecht, without prejudice to mandatory rules of jurisdiction.

Module B – Equipment and installation

B.1 – Scope of Module B

1. This module applies only if and to the extent the Agreement also covers the sale, supply or making available of Equipment and the associated installation work.
2. In the event of conflict between this module and Module A, this module prevails.

B.2 – Delivery, delivery time, transport and packaging

1. Delivery takes place in accordance with the delivery term set out in the Agreement, using an Incoterms® 2020 term to be recorded in the quotation. If no delivery term is agreed, delivery takes place Delivered at Place (DAP) at the agreed location of the Client, with transport arranged by or on behalf of Neolook.
2. Stated and agreed delivery times are indicative and are not fatal deadlines, unless expressly stipulated otherwise In Writing. Default in respect of the delivery time occurs only after notice of default in accordance with Article A.18 paragraph 1.
3. Neolook may deliver in instalments and invoice partial deliveries separately.
4. Neolook packages the Equipment soundly and appropriately for the clinical environment, observing the principle of packaging minimisation in Article A.24.
5. If the Client does not take delivery at the agreed time, Neolook may store the Equipment for the account and risk of the Client and charge the reasonable resulting costs; the Client's payment obligation remains in force.

B.3 – Installation and assembly

1. If installation or assembly is agreed, Neolook performs it in accordance with the Agreement, the Documentation and the standards of care customary in healthcare for work in a clinical environment.
2. The Client provides, in good time and free of charge, the agreed structural, electrical and network facilities, safe access to the installation location and the necessary internal approvals, and designates a contact person reachable during the installation.
3. Neolook is responsible for the sound performance of the installation work it carries out. Neolook is not responsible for defects arising from facilities or infrastructure made available by the Client or from work performed by third parties.
4. Additional work as a result of conditions at the location that Neolook did not know and did not reasonably need to know at the time the Agreement was concluded is charged as additional Services after written notification.

B.4 – Acceptance

1. If an acceptance procedure is agreed, the parties test the delivered and installed Equipment against the agreed acceptance protocol. Acceptance is not withheld on account of defects that do not materially prevent operational

use; such defects are placed on a snagging list and remedied by Neolook within a reasonable period.

2. If no acceptance procedure is agreed, the Equipment is deemed accepted on being put into use, but no later than fourteen days after Neolook's notification that the installation is ready, unless the Client has reported defects In Writing and with reasons within that period.
3. Acceptance is without prejudice to the warranty in Article B.7 and the Client's statutory rights in respect of hidden defects.

B.5 - Retention of title

1. All Equipment delivered remains the property of Neolook, to the extent permitted by the applicable law, until the Client has paid in full all claims of Neolook relating to the Equipment delivered or to be delivered and the installation work performed or to be performed under the Agreement, including interest and costs.
2. For as long as the retention of title rests on the Equipment, the Client may not dispose of, pledge or otherwise encumber it, and uses it solely within normal business operations.
3. The retention of title does not extend to rights in (embedded) software; for those only the usage right in Article A.12 applies.
4. In the event of attachment, (provisional) suspension of payments, insolvency or analogous proceedings, the Client informs the relevant bailiff, administrator or trustee of Neolook's retention of title without delay and notifies Neolook of this without delay. Where the retention of title is not effective under the applicable local law, the Client cooperates in establishing an equivalent security right to the extent that law permits.

B.6 - Inspection and complaints

1. The Client inspects the Equipment on or as soon as possible after delivery for visible defects and transport damage and reports these In Writing within fourteen days of delivery. Other defects are reported by the Client In Writing within fourteen days of discovery.
2. Complaints do not suspend the Client's payment obligation, save as provided in Article A.6 paragraph 5.
3. Complaints are recorded and handled in accordance with Neolook's quality management system; complaints relating to the safety or performance of a medical device are also handled in accordance with Article A.20.

B.7 - Warranty

1. Neolook warrants, for twelve months after delivery, or after acceptance if an acceptance procedure is agreed, that the Equipment functions in accordance with the agreed specifications and the intended use described in the Documentation.
2. Suitability for a particular purpose intended by the Client is warranted only if and to the extent Neolook has confirmed that purpose In Writing.
3. On a defect reported in good time and covered by the warranty, Neolook will at its option repair or replace the Equipment or credit the amount paid for the defective part. Replaced parts become the property of Neolook.

4. The warranty does not apply to defects resulting from: (a) use contrary to the Documentation or the intended use; (b) external causes; (c) normal wear; (d) modifications, repairs or relocation by or on behalf of the Client without Neolook's prior written consent, save in urgent situations after consultation; or (e) defects in infrastructure made available by the Client.
5. For components sourced from third parties Neolook provides warranties only to the extent and on the conditions on which the relevant supplier provides these to Neolook.
6. After expiry of the warranty period Neolook carries out repair and maintenance on the basis of the Agreement for support and maintenance (Module D) or against the applicable rates.

B.8 - Risk, insurance and custody

1. The risk of loss of or damage to the Equipment passes to the Client at the moment of delivery in accordance with Article B.2 paragraph 1.
2. From the passing of risk until the moment ownership passes or, in the case of making available, for the entire period of use, the Client cares for the Equipment as a prudent custodian and adequately insures it against the customary risks, including fire, water and theft.
3. If Neolook takes goods of the Client into custody, it exercises the care of a prudent custodian; custody is at the risk of the Client, save for intent or deliberate recklessness of Neolook's management.

B.9 - Spare parts and lifecycle

1. Neolook keeps spare parts and functionally equivalent replacement components for delivered Equipment available for the support period stated in the product documentation, with a minimum of five years after delivery, against the price list in force at the time of ordering.
2. Neolook announces the end of the sale or support period of a product (end-of-sale, end-of-support) In Writing at least six months in advance and offers the Client a reasonable opportunity for a final order.

B.10 - Trial placement, loan and demonstration equipment

1. Trial placement, loan or making available of demonstration equipment takes place solely on the basis of a written record stating at least the duration, purpose, scope and the conditions for return or conversion, subject to Article A.21.
2. Unless agreed otherwise In Writing, the duration of a trial placement is at most thirty days. On expiry the equipment is returned in the condition in which it was provided, save normal wear, or the trial placement is converted In Writing into purchase or hire.
3. During the trial or loan period the Client ensures careful use in accordance with the Documentation and is liable for damage from loss, theft or careless use. The equipment remains the property of Neolook.

Module C – SaaS / platform services and data

C.1 – Scope of Module C

1. This module applies only if and to the extent the Agreement also covers the provision of SaaS Services or other services delivered through the Platform.
2. In the event of conflict between this module and Module A, this module prevails.

C.2 – Usage right and accounts

1. For the duration of the Agreement Neolook grants the Client the right to use the SaaS Services in accordance with Article A.12 paragraph 4, for the number of users, departments or locations specified in the Agreement.
2. The Client ensures careful management of accounts and access means, limits access to authorised persons within its organisation and informs Neolook without delay of (suspected) misuse of accounts or access means.
3. The Client uses the SaaS Services solely in accordance with the Agreement, the Documentation and the intended use, and not in a manner that could harm the integrity, security or availability of the Platform or the data of third parties.

C.3 – Availability and service levels

1. Neolook makes efforts to keep the SaaS Services available in accordance with the service levels laid down in the SLA. If no SLA is agreed, Neolook makes efforts for an availability appropriate to the intended use in the Client's care environment.
2. Service levels laid down in the SLA qualify as an obligation of effort, unless they are expressly designated in the SLA as an obligation of result with an associated remedy (such as service credits).
3. The Client acknowledges that the SaaS Services also depend on the Client's own infrastructure and on third-party services, and that the Platform is not a replacement for clinical monitoring systems or for the Client's own care provision; the intended use described in the Documentation is binding.

C.4 – Maintenance, releases and changes

1. Neolook may maintain and renew the Platform. Planned maintenance with an expected noticeable effect on availability is announced in good time in accordance with the SLA and scheduled as far as possible outside the hours of intensive clinical use.
2. Neolook may change or extend the functionality of the Platform, provided the agreed core functionality is maintained for the term of the Agreement.
3. Neolook announces the phasing-out of material functionality In Writing at least six months in advance, stating a reasonable alternative where available.
4. Neolook supports releases of the Platform in accordance with its release policy, as laid down in the SLA or the Documentation.

C.5 - Suspension of the SaaS Services

1. Neolook may suspend access to the SaaS Services in whole or in part if: (a) the Client, after notice of default with a reasonable period, remains in default with payment; (b) this is necessary to protect the security or integrity of the Platform or of data; or (c) a statutory provision or competent order requires it.
2. Save in urgent situations as referred to in paragraph 1 under (b) and (c), Neolook announces a suspension In Writing with a reasonable period and opportunity for the Client to remove the ground for suspension.
3. Any suspension is proportionate: it goes no further and lasts no longer than necessary for the purpose. Neolook never blocks the Client's access to Client Data already stored in the Platform if and to the extent a statutory care or retention duty of the Client opposes this.
4. Suspension does not release the Client from its payment obligations and does not create any liability of Neolook, provided the suspension is applied in accordance with this Article.

C.6 - Client Data

1. All rights in Client Data vest in the Client and the data subjects respectively. The Client grants Neolook the right to process Client Data to the extent necessary for the performance of the Agreement, including the provision, security, maintenance and support of the SaaS Services.
2. For the processing of personal data in Client Data the Data Processing Agreement applies (Article A.23).
3. Neolook may use data derived from use of the Platform that are not (directly or indirectly) traceable to persons or to the Client for statistical purposes and the improvement of its products and services, subject to the Data Processing Agreement.
4. The Client warrants that the supply and processing of Client Data is lawful, including that there is a sufficient basis for the processing of personal data of patients and data subjects.

C.7 - Exit, data return and deletion

1. At the Client's request Neolook cooperates in an orderly termination of the SaaS Services (exit), with the aim of continuity of the Client's care processes.
2. On the Client's written request, made no later than thirty days after the end of the Agreement, Neolook makes the Client Data available to the Client once, in a common, structured and machine-readable format, within a reasonable period after the request.
3. Additional migration, conversion or exit assistance is carried out by Neolook as additional Services against the rates then in force.
4. After expiry of the period referred to in paragraph 2, or as much earlier as the Client requests In Writing, Neolook deletes the Client Data from its production systems and back-up cycles in accordance with the Data Processing Agreement and the GDPR, save statutory retention duties of Neolook. On request Neolook confirms the deletion In Writing.

C.8 - Continuity and escrow

1. At the Client's request the parties consult on a continuity arrangement, including a source code or data escrow through a recognised escrow agent. An escrow arrangement is a separate agreement, is not formed by these Terms themselves and is, unless agreed otherwise, for the account of the Client.
2. Release under an escrow arrangement takes place solely on the triggers defined in that arrangement, such as bankruptcy of Neolook or definitive cessation of support of the Platform without appropriate succession.

Module D – Support and services

D.1 – Scope of Module D

1. This module applies only if and to the extent the Agreement also covers the provision of support, maintenance, training, consultancy or other Services.
2. In the event of conflict between this module and Module A, this module prevails.

D.2 – Performance of Services

1. Neolook performs the Services to the best of its insight and ability, deploying sufficiently qualified personnel. Services qualify as an obligation of effort, unless a concrete result is expressly promised in the Agreement or the SLA.
2. Agreed schedules and lead times are indicative, unless expressly stipulated otherwise In Writing. Article A.9 (cooperation of the Client) applies in full to the performance of Services.
3. If Services are performed at the Client's location, the Client provides a safe working environment and ensures compliance with the house, safety and hygiene rules in force there by making them known to Neolook in good time.

D.3 – Support and maintenance

1. If support and maintenance are agreed, Neolook provides these in accordance with the SLA, which sets out among other things the service windows, priority classification, response and restoration efforts and escalation procedure.
2. Support does not include, unless agreed otherwise: remedying malfunctions caused by improper use, by changes by or on behalf of the Client, or by defects in infrastructure or software of the Client or third parties. Neolook carries out such work as additional Services against the applicable rates.
3. Neolook supports versions of software in accordance with its release policy (Article C.4 paragraph 4). The Client installs updates made available by Neolook within a reasonable period, to the extent the installation is to be carried out by the Client.

D.4 – Training and instruction

1. User instruction and training belonging to the supply of Equipment or SaaS Services form part of the agreed performance as described in the quotation, and do not qualify as hospitality or inducement towards individual healthcare professionals.
2. Neolook provides additional training against the agreed or applicable rates. Content, scope and participants are recorded In Writing, subject to Article A.21.

D.5 – Additional work and change procedure

1. If the Client wishes additions to or changes in the agreed Services, Neolook maps the consequences for price, schedule and quality In Writing. Additional work is carried out only after written instruction or approval of the Client.

2. Additional work in any event includes: work outside the scope described in the Agreement, work as a result of inaccurate or incomplete information of the Client, and work as a result of changed laws and regulations to the extent that change was not foreseeable at the time the Agreement was concluded.
3. The absence of a written instruction is without prejudice to Neolook's claim to payment if the Client has demonstrably accepted the additional work or has allowed it to be carried out without objection.

Available at www.neolooksolutions.com

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