

Special Offer: Full Service Rental
starts from only £0.99 a day



The Power to Save Lives

+ medicassist - Service Rental or Purchase

PHILIPS

Sudden Cardiac Arrest – No. 1 Cause Of Death in Europe¹

Every year in the United Kingdom, approximately 90,000 people die from sudden cardiac arrest, in most cases without any prior warning signs.^{2,3}

Sudden cardiac arrest is the most common cause of out-of-hospital death in the western world.¹

Sudden cardiac arrest is caused by an acute and unexpected malfunction of the heart. In most cases, an erratic heart rhythm called 'ventricular fibrillation' is diagnosed. The heart stops pumping blood, the person loses consciousness and stops breathing. If the patient is not immediately treated with early defibrillation, their chance of survival is very low. The emergency services usually arrive too late to administer life-saving techniques, so early defibrillation by people already at the scene can be life-saving.

With an Automated External Defibrillator (AED), everyone can help save lives.

When ventricular fibrillation occurs, immediate defibrillation is the definitive treatment. For every single minute without defibrillation, the chances of survival drop by 7% - 10%.^{4,5} After 10 minutes without defibrillation there is almost no realistic chance of survival.

Philips Heartstart Defibrillator is a small, compact device which analyses a person's heart rhythm and will only defibrillate if necessary.

The technology is safe to use and the incidence of false defibrillation is not possible. In some countries AED's are already part of the standard equipment in public areas and buildings, and their provision is required by law. It is not surprising that more and more defibrillators are being installed in sports clubs, schools, companies and public buildings.

Lack of knowledge about AED's, the purchase price, maintenance and service requirements, as well as the appropriate

first aid training of staff (first responders) tend to be the most common barriers to acquiring an AED. medic assist, as authorized distributor of Philips Healthcare can provide an individually created, comprehensive and attractively priced package, including service and hardware.

Our packages allow you to plan the total cost and reduce the management and maintenance commitment. medic assist is a market leader for out-of-hospital AED's in Germany and serves many national and international clients, e.g. EON, Warner Bros. Entertainment, Sophos, Nikon.



Three Reasons for an AED

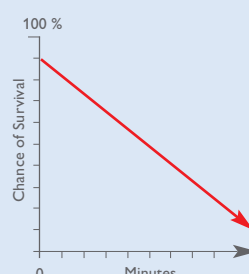
1. One in 500 adults suffer sudden cardiac arrest every year
2. For each minute without defibrillation, the chances of survival drop by 7% - 10%^{4,5}
3. An AED with full service starts at £0.99 a day

Response Time is a Crucial Factor in Survival

It might take more than 10 minutes to:

- Discover the incident
- Call the emergency services
- Arrival of the emergency services
- Analyse and treat patient

After 10 minutes the chance of survival is less than 5%.
Having an AED available is better than only waiting for the emergency services.

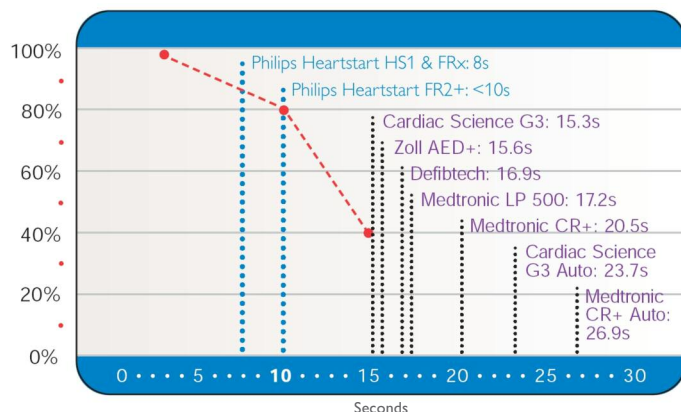


Philips Defibrillators – Outstanding technology meets easy 1-2-3 Operation

Three Reasons for Choosing a Philips AED

1. **Safety:** The defibrillator is entirely safe to use. The built-in security systems provide complete safety of operation and prevent any damage to a cardiac arrest patient, even when used by a layperson. In effect the user can do nothing wrong.
2. **Speed:** During a cardiac arrest, a fast defibrillation of the heart is crucial for patient survival. Philips QuickShock™ is one of the quickest and most efficient technology for defibrillators worldwide.

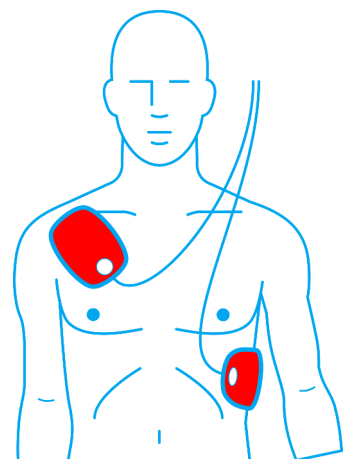
Chance of Survival and Time to Shock after CPR are closely bound together. Chart shows how quickly different AED's can deliver a shock following analysis of heart rhythm:



Yu T, Weil MH, Tang W. (2002): Adverse Outcomes of Interrupted Precordial Compression During Automated Defibrillation. Circulation Vol. 106

3. **Ease of use:** The defibrillator will talk you through each stage of the rescue. The unit is very simple to operate and in an emergency can be used by people with no training.

The Philips HS1 is so safe and easy to use that in the USA it is the only defibrillator that can be bought without a prescription. It is already common equipment at locations across the world.



Model choice – HeartStart HS1 or HeartStart FRx

SmartConnect

A revolutionary new tool that comes ready installed in the carry case of the AED. It automatically monitors the status of the AED and sends an alert (E-mail) in the case of any failure. SmartConnect features integrated mobile connectivity and its own battery, and requires no other power source or network connection. Further information on page 6.

SafeBox

A unique storage option. You can safely lock away the AED, while maintaining emergency access to the unit. The SafeBox cabinet features a release trigger behind a small panel of break-glass so it can be opened when needed. SafeBox has been installed in thousands of companies, public buildings, schools and sporting venues. Patents are pending and granted in Europe and the USA. For outdoor installations, a heated and weather-sealed version is available.

SafeBox is perfect for any AED installed in an open-access environment.



Philips HeartStart HS1

The Philips HS1 is lightweight and easy to use even for laypeople. It switches on with a simple pull-handle. A calm and clear voice prompts guide the user through the entire rescue process.



Philips HeartStart FRx

When you need a rugged and durable AED, (e.g. for outdoor use or at swimming pools). Also available is a child key which allows standard pads to be used for pediatric resuscitation.

Purchase Plan (no service)

Philips HeartStart HS1 (incl. pads and battery)	£1,010 £ 860
Carrying Case	£ 77
Wallmount (bracket) HS1	£ 95
Pediatric Pads (expires every 24 months)	£ 75

Purchase Plan (no service)

Philips HeartStart FRx (incl. pads and battery)	£ 1,125 £ 1075
Carrying Case	£ 100
Wallmount (bracket) FRx	£ 95
Child / Infant Key (one time invest)	£ 94

Service Rental Plan

just £ 29⁹⁵ per month
no additional operating costs

Service Rental Plan, includes the AED, carrying case, maintenance and remote servicing of all parts required to keep the unit in operation plus any mandatory updates.

This offer is only for commercial users. VAT will be added at 20% to the prices shown above.

Service Rental Plan

just £ 39⁹⁵ per month
no additional operating costs

Service Rental Plan, includes the AED, carrying case, maintenance and remote servicing of all parts required to keep the unit in operation plus any mandatory updates.



just £299
or rent monthly
for £5,⁹⁵

! Please let us know which of our authorised partners you had dealings with to receive either a First Aid Kit or 2 bonus months rental free !

Important Benefits of Service Rental

As an alternative to purchase, medic assist can offer an attractive service rental solution. This is a provision and service agreement rather than a pure financing agreement.

Maintenance and Servicing: included under the terms of the agreement. There are no additional charges to maintain and remote service the unit, and this includes the replacement of electrodes and batteries before they reach their expiry date.

In the unlikely event of any unit failing, a replacement will be supplied within 48 hours.

Updates: each of the AEDs prompt the user to follow the current European Resuscitation Council Guidelines (2010 version). In the event of any mandatory changes to these guidelines, the unit will be updated to the new standard for free.

Our service rental solution allows you to accurately forecast the costs involved in having an AED and removes the problem of ongoing maintenance overheads. With this agreement, you can be confident you are adequately prepared for an emergency.

Purchase or Rental

The following example, using the Philips Heartstart HS1, shows the saving offered by our service rental solution as opposed to purchase at the current UK market price:

£ 937	Philips HS1 incl. carrying case, pads and battery
+ £ 70	Set of electrodes (every 2 yrs)
+ £ 180	Guideline change
+ £ 10	Shipment costs
+ £ 103	Saving of interest as of opportunity costs (based on only 6 % p.a)
<hr/>	
£ 1.300	Calculated Purchase Cost
- vs. -	
£ 1.078	3 years Service Rental
<hr/>	
= £222 Saving	
with the Service Rental Offer within the minimum period	

Please be aware that if you purchase the AED outright, you will need new electrodes every two years (currently £70) and a new battery every four years (currently £155). With the service rental solution these are covered at no extra charges.

In order for software updates to be undertaken, a unit you have purchased outright must be sent away and will be unavailable for use while it is being updated. It would be your responsibility to organize updates and to provision a replacement AED in the interim. However, with our service rental solution we take care of all of this for you.

For these reasons, most of our customers opt for the service rental solution rather than outright purchase. Service rental offers you fixed financial planning, full maintenance of the unit and eliminates you from the need to purchase parts or become involved in co-ordinating a replacement AED.

As a replacement to monthly service rental, you could make a single payment for the entire rental period. This eliminates the financing costs, and you will receive an 8% discount for taking this option.

Call our customer advice service for further information.

With the Service Rental Solution for your Philips Defibrillator you have control of your costs and freedom from any maintenance responsibilities.

With more than 1,300,000 defibrillators installed Philips is a leading AED manufacturer.⁶

SmartConnect

medic assist can offer you even more help in monitoring your AEDs.

SmartConnect is a revolutionary new system that monitors the status of the AED. It is wireless and connects over the mobile network. It also contains its own power source, so you do not have to install anything. You receive a weekly status report for your AEDs and an immediate alert if the daily check shows any errors.

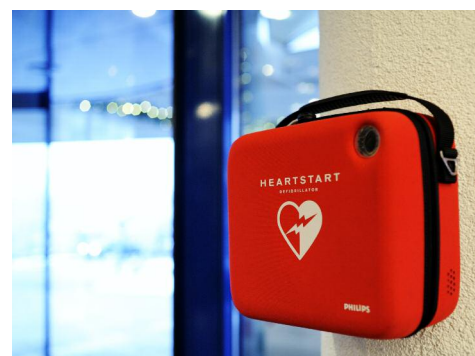
This service, which includes the mobile connectivity and the power source, costs only an additional £ 9.95 per month.

SmartConnect is useful in all kinds of situations, whether you are planning a public access AED project, or have multiple AEDs across several different sites. In fact, it even works across different countries. SmartConnect is able to connect to networks including Vodafone, Orange, T-Mobile and O2, and therefore offers extremely high availability.

Additional Options

You might want to add more functionality to your SmartConnect system with the following options (only £5.95 each)

Removal Alarm: when the AED is taken from its normal position (preferably SafeBox) an alarm chain is triggered. For example several e-mails being sent by the device, to designated personnel.



Hands Free Connection: this option adds hands-free voice communication to SmartConnect. Two loudspeakers and two microphones allow the user to communicate with support back up even while running to an incident. Recipients of the call could be the emergency services or a first aider.

Temperature / Humidity Alarm: it is important the AEDs are stored within the allowed climate range, particularly if they are situated outside or in a vehicle. Outdoor AEDs can develop faults if climate checks are not properly undertaken. SmartConnect monitors the temperature and humidity and sends alert if it falls outside allowable parameters.

Management: if you do not want to monitor the AEDs status yourself, medic assist can take over the entire role. SmartConnect can send all the status and alerts to us, we will then contact you if you need to take any action



Order and Legal

Purchase

Please send your order as fax or by post. If you name the authorized partner, you will receive a free first aid kit with every AED.

Please note: Delivery and invoicing may be handled by our authorized dealers.

Check List for Service Rental

1. The rental request completed
2. The person entitled to act as a substitute must add proof.
3. Proof of I.D. or copy of passport of the authorized person
4. Rental request legally to be signed
5. Please send the completed documents by post.

If you have any questions concerning our offers or products, please do not hesitate to contact us

medic assist • 207 Regent Street • London W1B 3HH
www.medicassist.co.uk • enquiries@medicassist.co.uk

References: 1 Best Practice British Medical Journal, Epidemiology of cardiac arrest <http://bestpractice.bmj.com/best-practice/monograph/283/basics/epidemiology.html>; 2 NHS - National Health Service <http://www.nhs.uk/Livewell/Healthyhearts/Pages/Arrhythmias.aspx>; 3 Heart Rhythm Charity UK http://www.heartrhythmcharity.org.uk/www/media/files/A5_SCA_Booklet_Web.pdf; 4 Perkins GD, Cooke MV. Variability in cardiac arrest survival: the NHS Ambulance Service Quality Indicators, Emerg Med J 2012;29:3-5 doi:10.1136/emmermed-2011-200758; 5 Nolan JP, Soar J, Zideman DA, Biarent D, Bossaert LL, Deakin C, Koster RW, Wyllie J, Böttiger B. European Resuscitation Council Guidelines for Resuscitation 2010 Section 1. Executive summary. Resuscitation 2010;81:1219- 76. 6 Frost and Sullivan, <http://www.healthcare.philips.com/main/products/resuscitation/industry/leadership.wpd>

+ medicassist® Service Rental Agreement

medic assist, 207 Regent Street, London, W1B3HH. EU registration: medic assist GmbH, Friederikastr. 148, 44789 Bochum, Germany, Company Register HRB 19835, Director: Dr. David G. Clausen, -Hereinafter Provider-

Company Name: _____

Address: _____

Registration Date: DD MM YY Company Registration Number: _____

Phone: _____ Fax: _____

-Hereinafter Beneficiary-

Authorized representative of the Beneficiary:

☐ Mr. ☐ Mrs. ☐ Ms. Title: _____ Nationality: _____

Full Name: _____ Date of birth: DD MM YY

The Beneficiary rents from the Provider first aid defibrillators incl. service and accessories, to be kept available in order to save human lives

Quantity

Philips HeartStart HS1 plus bag - The monthly rental per device is **£29.95** plus VAT.
Monthly rental for additional pediatric electrode set for the HS1 each is £2.50 plus VAT. ☐ (check)

Philips HeartStart FRx plus bag - The monthly rental per device is **£39.95** plus VAT.
Monthly rental for each pediatric's key for the FRx is £1.65 plus VAT. ☐ (check)

Contact person defibrillator: _____
(please also state a telephone number)

General Accessories

Quantity

Wall Bracket
monthly each **£1.65** plus VAT

Quantity

SafeBox
monthly each **£5.95** plus VAT

Quantity

SafeBox (Outdoor)
monthly each **£9.95** plus VAT

SmartConnect (integrated monitoring and communication solution package) inside the standard carrying case with National roaming SIM

Quantity

SmartConnect Modules
incl. AED Status Check daily
(weekly report) and **battery function**
monthly each **£9.95** plus VAT

Options for all modules (check) monthly each **£5.95** plus VAT

- ☐ **Removal Alarm** (when removing the case, alarm chain initiation)
- ☐ **Hands-free connection** (bidirectional, in conjunction with removal alarm)
- ☐ **Temperature / Humidity Alarm** (if stored outside the allowed range)
- ☐ **Management** (Operator's Staff to monitor alarms and inform Beneficiary)

Activation of SmartConnect: one time charge of £39.95 plus VAT at the start of the rental period. When SmartConnect functions are used apart from the AED checks, there are, amongst other things, variable connection costs (Data 26p per message, national voice calls except to special numbers 81p / minute, fax 64p each). Battery consumption apart from the AED checks will be charged separately.

During the term of rental regularly replaceable components such as electrode pads and batteries will be provided free of charge by the Provider. The Beneficiary handles the exchange. Any mandatory changes in protocol that require updates to the software will be provided free by the Provider.

Post-Event Services (covers all costs after emergency use incl. ECG readout and transmission to a physician) charged per defibrillator

- ☐ **Post-Event Service** (all necessary spare components after emergency use - including disc SafeBox) monthly each **£2.50** plus VAT
- ☐ **Upgrade to SmartConnect** (includes costs of connection and battery consumption) monthly **£2.50** plus VAT per module

Basic term of rental (the regular basic term of rental is 36 months. We offer attractive discounts for longer basic terms.)

- ☐ **48 months - Discount: 2 months free of charge**
- ☐ **60 months - discount 4 months free of charge**

Payment method (If you want normal monthly payments, you need not make a selection)

- ☐ **Advance payment** for the entire basic term of rental by the Beneficiary entitles the Beneficiary to a **discount of 8%**.

The Beneficiary agrees that the monthly rental fees (or advance payment) in pounds sterling and the one-off costs of commissioning and instruction shall be paid by direct debit to the Provider's bank account:

Account Title: _____ Account No: _____

Bankname: _____ Sort Code: _____

The monthly rental fees shall be direct debited on the 3rd day of every month. The first rental fee and the one-off charges shall be direct debited when the Rented Equipment is sent. The contract shall be concluded for a fixed rental period of 36 months, unless both parties agree an alternative term confirmed in writing. The rental fees shall begin with the date on which the Rented Equipment is transferred to the Beneficiary or, in the case of a discount period, when this period has expired. In cases of doubt the different sets of Rented Equipment shall be treated as if governed by separate rentals in respect to term of rental and options for termination. If a given rental is not cancelled three or more months before its term of rental expires, it shall be deemed to have been renewed automatically for an additional 12 months and if a renewed rental is not cancelled three or more months before its term expires, it shall be deemed to have been renewed automatically for an additional 12 months ("the Rental Period").

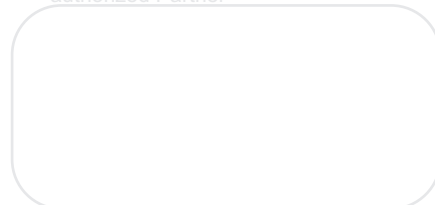
The Beneficiary confirms with its signature the accuracy of the above statements and agrees that the Provider may carry out data exchange with companies that are approved for the purpose of credit assessment. By signing this contract the Beneficiary also recognises the general terms and conditions of business printed on the reverse which shall be applied to this contract to the exclusion of all other conditions.

Date and signature of the Beneficiary
for contract and direct debit authorisation

X

Date and signature of the Provider

authorized Partner



General Terms and Conditions of Business for Rentals within the UK

1. "Rented Equipment" means the totality of the defibrillators and their accessories. In cases of doubt the rental of a set of Rented Equipment ends at the end of the rental of the individual device or accessory, whichever is later.

2. All charges are exclusive of value added tax (VAT) or any other applicable taxes which shall be paid by the Beneficiary at the rate established by law. Charges are payable by direct debit. Reasonable processing surcharges shall be due in case of other payment methods and charge backs. The Provider shall be notified in case of changes in the bank account without delay.

3. The Rented Equipment remains the property of the Provider at all times and the Beneficiary shall have no right, title or interest in or to the Rented Equipment (save the right to possession and use of the Rented Equipment subject to the terms and conditions of this contract). Changes of location from that of the delivery address are only allowed within UK and the Provider must be notified immediately about all such changes. If the Rented Equipment is lost or damaged in whole or in part, the Beneficiary shall immediately notify the Provider accordingly and bear the costs sustained by the Provider for regaining possession of the Rented Equipment or repairing the Rented Equipment.

4. The risk of loss, theft damage or destruction of the Rented Equipment shall pass to the Beneficiary on delivery. The Rented Equipment shall remain at the sole risk of the Beneficiary during the Rental Period and any further term during which the Rented Equipment is in the possession, custody or control of the Beneficiary (Risk Period) until such time as the Rented Equipment is redelivered to the Provider.

5. The Beneficiary shall during the term of this contract:

- ensure that the Rented Equipment is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with any operating instructions provided by the Provider;
- maintain at its own expense the Rented Equipment in good and substantial repair in order to keep it in as good an operating condition as it was on the Commencement Date (fair wear and tear only excepted); In no circumstances should the Beneficiary or their employees attempt any repairs or alterations to the Rented Equipment but should inform the Provider.
- keep the Provider fully informed of all material matters relating to the Rented Equipment;
- permit the Provider or its duly authorised representative to inspect the Rented Equipment at all reasonable times and for such purpose to enter upon the site or any premises at which the Rented Equipment may be located, and shall grant reasonable access and facilities for such inspection;
- not, without the prior written consent of the Provider part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Rented Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
- not suffer or permit the Rented Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Rented Equipment is so confiscated, seized or taken, the Beneficiary shall notify the Provider and the Beneficiary shall at its sole expense use its best endeavours to procure an immediate release of the Rented Equipment and shall indemnify the Provider on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;
- not use the Rented Equipment for any unlawful purpose;
- ensure that at all times the Rented Equipment remains identifiable as being the Provider's property and wherever possible shall ensure that a visible sign to that effect is attached to the Rented Equipment; and
- deliver up the Rented Equipment at the end of the Rental Period or on earlier termination of this contract at such address as the Provider requires.

6. Both parties are entitled to use the contractual relationship as a reference by name including logos. In particular, the Beneficiary may use the Rented Equipment / rental agreement to foster a positive public image.

7. When the Rented Equipment is not used there will be no extra costs whatsoever for the Beneficiary, provided that the device is handled properly. The cost for the timely delivery of consumable supplies shall be borne by the Provider, who will monitor the corresponding intervals, free of charge. Each use of the Rented Equipment by the Beneficiary generates costs which cannot be influenced by the Provider. Such costs, usually for the exchange of electrode pads and/or battery consumption of less than £85.00 (with SmartConnect plus £85.00 for exchanging the emergency battery plus phone and data costs per current price list) shall be borne by the Beneficiary, unless post-event service has been booked for cases of necessary use.

8. The Provider shall maintain the Rented Equipment free of charge. Maintenance shall be carried out at the request of the Beneficiary providing the Beneficiary notifies the Provider immediately of every observable malfunction. The Provider is not obligated to recondition the Rented Equipment free of charge if the malfunction is directly or indirectly caused by any fault of the Beneficiary or a third party, in which case the Beneficiary shall bear the cost of an immediate repair.

9. The Provider is not liable for damages caused directly or indirectly, of any kind, except for damages resulting from death or personal injury provided no gross negligence can be imputed to the Provider. In case of breach of contract, the Provider's liability is limited to compensation for damages which are typical of the type of contract and can be foreseen. The parties agree that such damages which are typical of the type of contract and can be foreseen are at most £4,200 per Beneficiary.

10. The Beneficiary agrees to store the Rented Equipment in accordance with the manufacturer's directions and to regularly check the functionality by visual inspections and checks of the status displays (or reports if SmartConnect service has been booked). The Beneficiary shall not tamper with the Rented Equipment in any way, this being strictly prohibited, and that in the event of signs of any tampering the Provider shall be entitled to compensation for damages without having to provide any further proof.

11. The Provider is entitled to cancel this contract with immediate effect if the Beneficiary is in payment default for at least two successive monthly rental fees in whole or in part or for least 10% of all leasing rates providing the Provider has given written notice to the Beneficiary giving a two week deadline to pay the amount in arrears and notice that in the event of non-payment the Provider shall demand payment of the entire amount remaining under the leasing contract and/or terminate the contract. This provision shall not affect the rights of the contracting parties to cancel the contractual relationship for other good cause.

12. After termination of a rental regardless of the reason the Beneficiary shall return to the Provider the Rented Equipment in faultless condition within 3 working days at his own expense. Without prejudice to compensation for other damages, the monthly fee according to the rental shall be due until the Rented Equipment has been returned. If the Provider detects defects in or damages to the Rented Equipment which indicate that the Rented Equipment was not handled carefully in accordance with this rental contract, then the Provider can demand that these defects be removed at the expense of the Beneficiary without prejudice to the Provider's rights to compensation for other damages. Regular termination of the rental is excluded during the fixed base rental period. This does not

apply in the event of death of the Beneficiary, in which case the Beneficiary's heirs have the legal right to terminate in accordance with the law.

13. The Provider has the right to assign, transfer, charge or deal in any manner with all or part of this contract or any of its rights and obligations under this contract. The Provider may also subcontract or delegate in any manner any or all of its obligations that arise from this contract to any third party or agent without the prior written consent of the Beneficiary. The Beneficiary shall not assign this contract to any third party without the written consent of the Provider.

14. The Provider reserves the right to change the service and the product range when such a change is required due to statutory, regulatory, technical safety and protection regulations or in the course of technical progress, provided they do not cause undue restrictions for the Beneficiary. The Provider reserves the right to update the software (e.g. Smart Link) via the wireless interface without notice.

15. The Beneficiary shall connect accessories that require a connection to a network (communication, power) properly and professionally at his own expense. He shall ensure its full operational capacity and he shall bear possible fees and costs of consumables.

16. The Beneficiary consents that all personal and other data which are associated with this contract shall be electronically stored and processed in accordance with the provisions of the Data Protection Act 1988.

17. This contract constitutes the whole agreement between the parties and supercedes all previous agreements between the parties relating to its subject matter. Each party acknowledges that, in entering into this contract, it has not relied on, and shall have no right or remedy in respect of any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this contract.

18. This contract and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with English law. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this contract.

Additional General Terms and Conditions for Services SmartConnect/ Smartlink/ SmartConnect Center (hereinafter referred to as "SmartConnect")

19. With SmartConnect, the specifications and instructions of the operating manual that are applicable at the time of shipment must be observed exactly because they can vary depending on hardware and software version, furthermore they are an exclusive element of the service description. In addition, section 12 shall apply accordingly.

20. Connections for SmartConnect are made via networks of local mobile operators. Therefore, their accepted general business conditions and service commitments shall apply accordingly for these services. The Beneficiary is aware that telecommunications networks do not offer 100% availability and coverage. SmartConnect does therefore not replace general emergency facilities. Relocations and other actions of the Beneficiary which lead to a lack of or limited access of mobile SmartConnect, do not constitute a right of termination for the Beneficiary.

21. Temporary disruptions or interruptions of SmartConnect may arise for reasons of force majeure, including strikes, lockouts and official orders, and because of technical changes to the facilities of the Provider, used telecommunication equipment, or because of other measures to ensure proper operation of the SmartConnect system and used mobile networks are required. In addition, the Provider is entitled to temporarily discontinue the contractual services in whole or in part, if required for proper network operation or operation of the service SmartConnect. If a failure or interruption for which the Provider can be held accountable lasts longer than 24 hours, the Beneficiary is entitled to a proportional reduction of the monthly fee for the service SmartConnect.

22. Confirmation of address data in the action parameters of SmartLink (e.g. SMS, voice call, e-mail) is the responsibility of the Beneficiary. The Beneficiary is responsible for obtaining the consent of the recipients and in this respect bears the costs and legal consequences that arise. This applies above all to settings of general emergency call numbers because here, for example, false alarms can lead to connections and costs. Voice connections may be used for emergency calls only. All data from SmartConnect may be used by the Provider for its own purposes.

23. Use of the SmartConnect Center and other software can be limited by the Provider to a certain number of persons and/or subjected to licensing fees. If the Beneficiary obtains the right to change setting of the SmartLink system, the Beneficiary also bears full responsibility. The software (online and offline) is used at the responsibility of the Beneficiary. The Provider assumes no responsibility for damages from viruses, malicious programs, etc., which, for example, can arise from use via the Internet.

24. SIM cards PINs and passwords which are set by the Beneficiary or communicated to him shall be protected by him from all access by unauthorized third parties. If a SIM card received from the Provider is protected with a PIN from unauthorized log-on to the network, the Beneficiary is obliged to keep the SIM card and PIN separately and protect the card from unauthorized third party use by requiring entry of a PIN. In case of loss or unauthorized third party use of the SIM card the Beneficiary shall immediately notify the Provider accordingly. The Beneficiary shall be liable for charges incurred by unauthorised use at least until the the Provider has received this notification.

25. The Beneficiary shall refrain from

- modifying, adapting, changing and translating the services or SIMs, or creating derivative works from them;
- merging or using together the SIMs with other hardware, software, products or services which are not in keeping with the purpose of the contract or have not been explicitly authorised by the Provider;
- reverse engineering, decompiling or disassembling SmartConnect (incl. Center), SIMs or software running on them or otherwise trying to determine their source or object code;
- publishing benchmark or performance tests of SmartConnect, the SIMs, the networks used or services or components of the same; and
- using SmartConnect or the SIMs for purposes other than those of the services in connection with the purpose of the contract and the applications agreed in writing, in that they intentionally or in a grossly negligent manner use the SIMs (or let them be used) so that as a result the operation of a network or the quality of the services is endangered, hindered or interrupted or so that the integrity or the security of telecommunications or IT networks or systems is disturbed.

Date: December 2022