

**GLOBAL HEALTHCARE EXCHANGE  
SUPPLIER OR PROVIDER USER AGREEMENT  
TERMS AND CONDITIONS – EUROPE**

**LOCAL LAW ADDENDUM – GERMANY**

This Local Law Addendum - Germany is added to and incorporated in the Agreement.

- 1. The Service – Upgrades:** For the purposes of the section titled *The Services – Upgrades*, "**reasonable discretion**" means discretion exercised within the limits of § 315 of the German Civil Code (Bürgerliches Gesetzbuch) as may be determined by a court in the event of dispute.
- 2. Limitation of Liability**
  - a. Exclusions and Limitations of Liability**
    - i. In the event of slight negligence, GHX will not be liable in damages, whether based on contract or any other legal theory, unless GHX has breached a fundamental duty.
    - ii. If, as a result of slight negligence, GHX has breached a fundamental duty, GHX's liability shall be limited to such damage as GHX could have reasonably foreseen.
    - iii. "Fundamental duties" as used herein comprises all duties which must be fulfilled by GHX in order to enable consummation of the Agreement and the achievement of its purposes and fulfilment of which the User may reasonably expect in view of the content and purposes of the Agreement. This in particular includes the duty to perform on time and in a manner which does not endanger the life or limb of the User's personnel.
    - iv. GHX's liability shall not exceed EUR 50,000 per incident and an aggregate amount of EUR 200,000 for all claims arising in connection with this Agreement.
    - v. GHX's liability shall cover neither damage caused by the loss of data to the extent such loss could have been avoided by reasonable back-up, nor damage caused by using the Services which could have been prevented by examination of the work products of the Services at regular intervals.
    - vi. The exclusions and limitations in the section titled Disclaimer shall apply.
  - b. Unlimited Liability:** Nothing in the section titled *Exclusions and Limitations of Liability* shall limit or exclude GHX's statutory liability (i) for wilful misconduct, gross negligence, death of a natural person or personal injury to the latter; (ii) arising from a guarantee of properties; or (iii) which is mandatory pursuant to the German Product Liability Act (Produkthaftungsgesetz).
  - c. Statutory Burden of Proof:** This section titled *Limitation of Liability* shall not be construed to shift the statutory burden of proof in any way.
- 3. Governing Law; Jurisdiction:** The Agreement shall be subject to the laws of the Federal Republic of Germany with the exception of the UN Sales Convention (CISG). All disputes arising under or in connection with the Agreement shall be submitted exclusively to the courts of Düsseldorf, Germany. Each party submits expressly to the jurisdiction of these courts. GHX shall in any event be entitled, at its discretion, alternatively to take legal action against the User in the courts having general personal jurisdiction over the User.
- 4. Interest and Late Fees:** On all sums past due, User agrees to pay interest at a rate of 9 percentage points above the then-current basic rate of interest (pursuant to § 247 of the German Civil Code - Bürgerliches Gesetzbuch) per annum until paid in full plus a fixed allowance for recovery costs of € 40 and additional higher actual costs such as attorneys' fees.