General Terms and Conditions for Software Services

These General Terms and Conditions for Software Services (***Terms***) apply to every Agreement and are the only terms that govern the provision of Software Services and/or Professional Services by Olympus to Customer. Customer accepts and agrees to these Terms upon ordering Software Services and/or Professional Services.

These Terms prevail over any of Customer's general terms and conditions regardless of whether or when Customer has submitted its request for proposal, order, or such terms. Provision of Software Services and/or Professional Services to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms.

1. Definitions. For the purpose of the Agreement, the following capitalized terms shall have the following meanings:

1.1. ***Affiliate*** means, with respect to any person or entity, any other person or entity that is directly or indirectly Controlling, Controlled by or under common Control with such person or entity, where ***Control*** and derivative terms mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract, or otherwise.

1.2. ***Agreement*** means the agreement between Olympus and Customer for the provision of Software Services and/or Professional Services. The Agreement is comprised of the Order and these Terms.

1.3. ***Ancillary Software*** means the software made available by Olympus to Customer to be deployed on machines operated by or for Customer specifically for the purpose of facilitating Customer's access to, operation of, and/or use with the Software Services, as further described in the Documentation. For the avoidance of doubt, Ancillary Software does not include Third-Party Technology or Third-Party Applications.

1.4. ***Availability Requirement*** is defined in Exhibit A.

1.5. ***Claim*** means any third-party claim, demand, suit action or proceeding.

1.6. ***Claim Against Customer*** means any Claim made or brought against Customer that Customer's use of the Olympus Technology in accordance with the Agreement, infringes, misappropriates or otherwise violates such third party's Intellectual Property Rights.

1.7. ***Claim Against Olympus*** means any Claim made or brought against Olympus, its Affiliates or subcontractors arising out of or in connection with Customer Data (including any processing of Customer Data in accordance with the Agreement), Customer's use of Resultant Data or Usage Data, or Customer's use of any Olympus Technology in violation of the Agreement.

1.8. ***Confidential Information*** means all information disclosed by or on behalf of a Party (***Disclosing Party***) or its Representatives to the other Party (***Recipient***) or its Representatives, whether disclosed orally or disclosed or accessed in written, electronic or other form of media, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Olympus includes the Olympus Technology, the Feedback, and the terms and conditions of the Agreement. Confidential Information does not include any information that the Recipient can demonstrate: (a) is or becomes generally available to the public other than as a result of Recipient's or its Representatives' breach of the Agreement, (b) is obtained by Recipient or its Representatives on a non-confidential basis from a third party that was not legally or contractually restricted from disclosing such information, (c) was in Recipient's or its Representatives' possession prior to the Disclosing Party's disclosure under the Agreement, or (d) was or is independently developed by Recipient or its Representatives without using any Confidential Information of the Disclosing Party.

1.9. ***Customer*** means the entity named in the Order with which Olympus enters into the Agreement.

1.10. ***Customer Data*** means all data and information uploaded, submitted or otherwise provided by Customer to the Software Services. For the avoidance of doubt, Customer Data does not include Usage Data or Resultant Data.

1.11. ***Data*** means, collectively, Customer Data, Resultant Data and Usage Data.

1.12. ***Deliverables*** means all work product of the Professional Services, including any code, documents and other materials provided by Olympus to Customer in connection with the Professional Services.

1.13. ***Disclosing Party*** is defined in Section 1.8.

1.14. ***Documentation*** means any manuals, instructions, or other documents or materials that Olympus makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Olympus Technology, including any aspect of the installation, configuration, integration, operation, use, support or maintenance thereof.

1.15. ***Feedback*** is defined in Section 5.4.

1.16. ***Fees*** means the fees payable by Customer to Olympus under the Agreement.

1.17. ***Force Majeure Event*** is defined in Section 12.7.

1.18. ***Free Services*** is defined in Section 1.

1.19. ***INFOCUS SoftwareCare*** means the standard maintenance and support services described in Exhibit A.

1.20. ***Initial Subscription Term*** means the initial period set forth in the Order during which Customer is authorized to access and use the Software Services.

1.21. ***Intellectual Property Rights*** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, design, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

1.22. ***Notice*** is defined in Section 12.9.

1.23. ***Olympus*** means the Olympus entity entering into the Agreement.

1.24. ***Olympus Technology*** means, collectively, Software Services, Ancillary Software, Deliverables, and Documentation.

1.25. ***Order*** means the ordering document or online order submitted by Customer and accepted by Olympus specifying, inter alia, the Software Services and/or Professional Services to be provided by Olympus under the Agreement and the Fees for the Initial Subscription Term.

1.26. ***Party/Parties*** means Customer and/or Olympus, as applicable.

1.27. ***Professional Services*** means the implementation, training, consulting or other professional services in relation to the Software Services ordered by Customer under the Order.

1.28. ***Recipient*** is defined in Section 1.8.

1.29. ***Renewal Subscription Term*** is defined in Section 10.2.

1.30. ***Representatives*** is defined in Section 6.1.

1.31. ***Resultant Data*** means all data and information derived from the processing of Customer Data and provided by Olympus to Customer as output of the Software Services in accordance with the

Documentation. Resultant Data does not include any data or information that is part of the Olympus Technology.

1.32. ***Software Services*** means the software-as-a-service offering ordered by Customer as subscription under the Order, as further described in the Documentation.

1.33. ***Subscription Term*** means the period during which Customer is authorized to use the Software Services, consisting of the Initial Subscription Term and any subsequent Renewal Subscription Terms.

1.34. ***Third-Party Application*** means any software-as-a-service product and other service, software or content that is provided by a third party or by Customer and interoperates with, or may be accessed through, the Software Services.

1.35. ***Third-Party Technology*** means third-party software, technology and materials provided in connection with the Olympus Technology, including any open source software, as identified in the Documentation.

1.36. ***Usage Data*** means all data and information related to Customer's access to or use of the Olympus Technology and OLYSENSE Hub, including any end user profile-, visit-, session-, impression-, click through-, or click stream-data, and any statistical or other analysis, information, or data based on or derived from any of the foregoing.

2. Software Services

2.1. **Access and Use.** Subject to the terms and conditions of the Agreement, Olympus grants Customer a non-exclusive, non-sublicensable and non-transferable right during the Subscription Term to access and use the Software Services for its internal business purposes.

2.2. **Ancillary Software License.** Subject to the terms and conditions of the Agreement, Olympus grants Customer a non-exclusive, non-sublicensable and non-transferable license during the Subscription Term to install and execute the Ancillary Software on machines operated by or for Customer (including on Customer's servers or OLYSENSE Hub) for the purposes of facilitating Customer's access to, operation of, and/or use of the Software Services.

2.3. **Documentation License.** Subject to the terms and conditions of the Agreement, Olympus grants Customer a non-exclusive, non-sublicensable and non-transferable license during the Subscription Term to use the Documentation for Customer's internal business purposes in connection with its use of the Software Services.

2.4. **Use Restrictions.** Except as the Agreement expressly permits and to the extent such restrictions are not prohibited by applicable law, Customer shall not, and shall not permit others to, (a) copy, modify, translate, create derivative works of, reverse engineer, disassemble, decompile or decode any Olympus Technology, (b) rent, lease, lend, sell, sublicense, assign, distribute, or make otherwise available any Olympus Technology to any third party, (c) exceed the designated level of usage in respect of which the Fees are determined (if applicable), (d) attempt to gain unauthorized access to the Olympus Technology or its related systems or networks, (e) input, upload, transmit or otherwise provide to or through the Olympus Technology any information or material that is unlawful or infringes on the legal rights of others, or that contains any harmful code, including viruses, worms, malware or ransom ware, (f) interfere with or disrupt the integrity or performance of the Olympus Technology or third-party data contained therein, (g) remove or alter any proprietary notices in the Olympus Technology, (h) access or use the Olympus Technology to build a competing product or service or to determine whether the Olympus Technology is within the scope of any patent, or (i) otherwise access or use the Olympus Technology other than as specified in the Documentation.

2.5. **Customer Responsibilities.** Customer shall (a) use the Olympus Technology only in accordance with the Agreement and all applicable laws and regulations and shall comply with Olympus' reasonable instructions concerning the use of the Olympus Technology, (b) set up, maintain, and operate in good repair and in accordance with the Documentation all information technology infrastructure, including hardware, software and network connections, on or through which the Software Services are accessed or

used, (c) at the request of Olympus promptly implement all updates, modifications or replacements of the Olympus Technology made available by Olympus to Customer (d) keep all access credentials for the Software Services confidential and not disclose them to others, (e) prevent unauthorized access to or use of the Olympus Technology, and notify Olympus promptly of any such unauthorized access or use, (f) be responsible and liable for all access to and use of the Olympus Technology directly or indirectly by or trough Customer's information technology infrastructure or access credentials as if such access and use were by Customer itself, (g) be responsible and liable for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Software Services, and establishing a legal basis for the processing under the Agreement of Customer Data that constitutes personal data, and (h) be responsible and liable for Customer's use of Resultant Data, including all of Customer's conclusions, decisions, and actions based on, Resultant Data.

2.6. **Availability and Support.** Subject to the terms and conditions of the Agreement, Olympus shall use commercially reasonable efforts to make the Software Services available in accordance with the Availability Requirement and to provide INFOCUS SoftwareCare for the Software Services, both as set forth in Exhibit A. Customer may purchase enhanced support services (if available) at Olympus' then current rates.

2.7. **Data Backup.** The Software Services do not replace the need for Customer to maintain regular data backups or redundant data archives. OLYMPUS HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION, OR RECOVERY OF CUSTOMER DATA OR RESULTANT DATA.

2.8. **Changes.** Olympus reserves the right to make any changes to the Olympus Technology and INFOCUS SoftwareCare or enhanced support services (if available) that it deems necessary or useful to (a) maintain or enhance the quality or delivery of Olympus' services to its customers, the cost efficiency or performance of Olympus' services, or the competitive strength of or market for Olympus' services, provided that, subject to Section 2.10, no such change materially reduces the level of performance, functionality, security or availability of the Software Services, or (b) comply with applicable laws and regulations.

2.9. **Third-Party Technology.** Olympus may make Third-Party Technology available to Customer. Customer understands and acknowledges that Third-Party Technology is not licensed to Customer pursuant to the Agreement and that Customer's use of Third-Party Technology is governed solely by, and subject to, the terms and conditions of the applicable third-party license. If Customer does not agree to abide by the applicable terms for any such Third-Party Technology, then Customer should not install or use such Third-Party Technology.

2.10. **Third-Party Applications.** Olympus does not control, warrant, or support, and shall not be responsible or liable for Third-Party Applications. Any acquisition by Customer of Third-Party Applications is solely between Customer and the provider of the Third-Party Application. Olympus does not guarantee the continued availability of any features of the Software Services designed to interoperate with Third-Party Applications and may cease providing them in its own discretion and at any time without any liability to Customer. Any changes in Third-Party Applications or their availability shall not affect Customer's obligations under the Agreement. If Customer receives notice that a Third-Party Application may no longer be used or must be removed, modified and/or disabled to avoid violating applicable law or third party rights, Customer shall promptly do so. If Customer does not take the required action in accordance with the above, or if in Olympus' reasonable judgment continued violation is likely to occur, Olympus may disable the applicable Third-Party Application without any liability to Customer.

3. Professional Services

3.1. **Scope of Professional Services.** Olympus shall provide to Customer the Professional Services described in the Order. Performance dates specified in the Order are estimates only, and Olympus shall use commercially reasonable efforts to meet any such dates. If either Party wishes to change the scope or performance of the Professional Services, it shall submit details of the requested change to the other Party. No requested change will be effective unless mutually agreed upon in in accordance with Section 12.8.

3.2. **Deliverables.** Olympus grants Customer a non-exclusive, non-sublicensable and non-transferable right during the Subscription Term to use the Deliverables solely in connection with Customer's use of the Software Services in accordance with the Agreement.

3.3. **Acceptance.** All Professional Services (including any Deliverables) shall be deemed accepted if Customer does not reject them in writing detailing the non-conformity within seven (7) days of delivery of such Professional Services or Deliverables.

3.4. **Cooperation.** Customer shall provide such cooperation and assistance as Olympus reasonably requests to enable Olympus to perform the Professional Services, including by timely (a) assigning an internal project manager as primary point of contact and allocating sufficient IT resources, (b) actively participating through suitably qualified and authorized personnel in scheduled meetings, (c) providing Olympus access to Customer's premises, information technology infrastructure and suitably qualified personnel, (d) responding to Olympus' inquiries and providing accurate and complete information and feedback, and (e) providing required consents, approvals, authorizations, and decisions.

3.5. **Effect of Customer Failure or Delay.** If delivery of Professional Services is required for any Subscription Term to commence and such delivery is delayed by more than ninety (90) days due in whole or in part to Customer's delay in performing, or failure to perform, any of its obligations under the Agreement, the Subscription Term shall commence without delivery of the Professional Services and Olympus shall not be responsible or liable for any unavailability or non-conformity of the Olympus Technology caused by Olympus' delay in delivering the Professional Services.

4. Fees and Payment

4.1. **Fees.** Customer shall pay Olympus the Fees set forth in the Order.

4.2. **Taxes.** The Fees shall be exclusive of any value added tax, sales tax or any other similar type of turnover tax which may be due thereon, and Customer shall pay any such tax in addition to the Fees. For clarity, Olympus shall be liable for any taxes imposed on its income or revenues received from Customer under the Agreement.

4.3. **Payment.** Unless otherwise specified in the Order, Olympus shall invoice the Fees annually in advance, and Customer shall pay all invoices submitted by Olympus within thirty (30) days of receipt to the bank account nominated by Olympus. If Customer fails to make any payment when due, Olympus may without limiting its other rights and remedies (a) charge interest on the past due amount at the applicable statutory interest rate for late payment, and (b) suspend Customer's access to and use of the Software Services pursuant to Sections 10.3 or terminate the Agreement, any Subscription Term and/or Professional Services pursuant to Section 10.4 .

4.4. **No Deductions or Setoffs.** All amounts payable to Olympus under the Agreement shall be paid by Customer to Olympus in full without any setoff, recoupment, counterclaim, or other deduction other than service credits issued pursuant to Exhibit A.

4.5. **Fees For Renewal Subscription Terms.** Olympus may increase the Fees for any Renewal Subscription Term by providing written notice to Customer at least sixty (60) days prior to the commencement of such Renewal Subscription Term. If Customer does not accept such increase in Fees, Customer may terminate the Subscription Term pursuant to Section 10.2.

4.6. **Audit.** Olympus or its nominee (including its accountants and auditors) may, on 30 days' notice, inspect and audit Customer's use of the Olympus Technology and compliance with the Agreement at any time during the Term and for one (1) year following its termination or expiration. Unless there is a material reasons, all audits shall be conducted no more frequently than once in any twelve (12) month period and in a manner that does not unreasonably interfere with Customer's business operations. Customer shall make available all such books, records, equipment, data, information, and personnel, and provide all such cooperation and assistance, as may reasonably be requested by or on behalf of Olympus with respect to such audit**.** If the audit determines that Customer's use of the Olympus Technology exceeded the usage permitted by the Agreement, Customer shall (a) pay to Olympus all amounts due for such excess use of the Olympus Technology, plus interest on such amounts as calculated pursuant to Section 4.3, and (b) reimburse Olympus

for all costs related to the audit. Customer shall make all payments required under this Section 4.6 within thirty (30) days of the date of written notification of the audit results.

5. Intellectual Property and Data Protection

5.1. **Olympus IP.** As between the Parties, Olympus shall own all right, title, and interest, including all Intellectual Property Rights, in and to the Olympus Technology (including any updates, modifications or replacements thereof). No rights are granted to Customer with respect to any Olympus Technology other than those expressly set forth in the Agreement.

5.2. **Data Ownership.** As between the Parties and to the extent permitted by applicable law, (a) Customer shall own all right, title, and interest, including all Intellectual Property Rights, in and to the Customer Data, and (b) Olympus shall own all right, title, and interest, including all Intellectual Property Rights, in and to the Resultant Data and the Usage Data.

5.3. **Data Use.** Subject to payment of all Fees, Olympus grants Customer a non-exclusive, worldwide, perpetual, royalty-free, non-transferable and non-sublicensable right to use and fully exploit for its internal business purposes and in an adequate manner the Resultant Data and Usage Data made available by Olympus to Customer. Customer grants Olympus and its Affiliates (a) a non-exclusive, worldwide, royalty-free and sublicensable right to use all Data to perform Olympus' obligations or exercise Olympus' rights under the Agreement, and (b) a non-exclusive, worldwide, perpetual, royalty-free, transferrable and sublicensable right to access, copy, transmit, modify and otherwise use and fully exploit all Data for its and their business purposes (including providing or improving the Olympus Technology or other products and services, and conducting research and development, including training of AI models), provided that (i) Data that is personal data may only be used after it has been anonymized in accordance with Section 5.5, and (ii) if Data is disclosed to a third party other than Olympus' Affiliates it shall be disclosed in such a form that Customer cannot be identified as the source of the Data. Customer's mandatory rights under Regulation (EU) 2023/2854 (Data Act) shall remain unaffected.

5.4. **Feedback.** At its option, Customer may provide to Olympus feedback or suggestions relating to the Olympus Technology, Professional Services, INFOCUS SoftwareCare or enhanced support services (if available) or OLYSENSE Hub (***Feedback***). If Customer provides Feedback, Olympus and its Affiliates may use such Feedback without restriction and without any attribution, compensation or other obligation to any party. Customer hereby assigns to Olympus all right, title, and interest, including all Intellectual Property Rights, in and to the Feedback.

5.5. **Data Protection.** The Parties shall comply with the Data Processing Agreement set forth in Exhibit B. Customer as controller instructs Olympus to anonymize all Data that is personal data before it is used pursuant to Section 5.3 (b). Customer acknowledges and agrees that by following this instruction Olympus fulfills its obligation to delete or return such personal data under Clause 10 (d) of Exhibit B.

6. Confidentiality

6.1. **Confidentiality Obligation**. The Recipient shall, and shall cause its Affiliates and any of its and their respective directors, officers, employees, partners, subcontractors, service providers, attorneys, accountants, consultants, and other advisors (collectively ***Representatives***) to (a), not use Confidential Information of the Disclosing Party, or permit it to be accessed or used, for any purpose other than the performance of the Agreement, or otherwise in any manner to the other Disclosing Party's detriment, including without limitation, to reverse engineer, or design around the other Disclosing Party's proprietary products or confidential intellectual property, (b) not disclose any Confidential Information of the Disclosing Party to any person, except to the Recipient's Representatives who assist the Recipient, or act on its behalf, in relation to the performance of the Agreement, and are subject to confidentiality duties or obligations to the Recipient that are no less restrictive than the terms and conditions of the Agreement, (c) safeguard the Confidential Information of the Disclosing Party from unauthorized use, access, or disclosure using no less than a commercially reasonable degree of care, and (d) immediately notify the Disclosing Party of any unauthorized use or disclosure of the Confidential Information of the Disclosing Party. The Recipient shall be liable for any breach of this Section 6 caused by any of its Representatives.

6.2. **Compelled Disclosure.** If the Recipient or any of its Representatives is required under applicable law, or a valid order issued by a court or governmental agency of competent jurisdiction to disclose any Confidential Information of the other Party, the Recipient shall provide the Disclosing Party with prompt prior written notice thereof, to the extent permitted by applicable law, and shall take all reasonable action to avoid and limit such disclosure.

6.3. **Return or Destruction of Confidential Information.** Upon termination or expiration of the Agreement, the Recipient shall, and shall cause its Representatives to, promptly return to the Disclosing Party or, at the Recipient's option, destroy or delete all copies of the Disclosing Party's Confidential Information and certify in writing such destruction or deletion to the Disclosing Party. Notwithstanding the foregoing, the Recipient and its Representatives (i) may retain one copy of the Confidential Information to the extent required to defend or maintain any litigation relating to the Agreement or the Confidential Information, (ii) may retain such copies of the Confidential Information to the extent required to comply with applicable mandatory law, and (iii) shall not be required to destroy or delete any electronic copy of Confidential Information stored securely by the Recipient or its Representatives that is created pursuant to its standard electronic backup and archival procedures if personnel whose functions are not primarily information technology in nature do not have access to such retained copies. All such retained Confidential Information shall remain subject to the confidentiality and non-use obligations set forth herein for so long as it is retained.

7. Warranties

7.1. **Software Services and Ancillary Software.** Olympus warrants that during the Subscription Term, (a) the Software Services will conform in all material respects to the Availability Requirement, and (b) the Ancillary Software will conform in all material respects to the Documentation. Olympus does not make any representations or guarantees regarding uptime or availability of the Software Services unless specifically identified in Exhibit A.

7.2. **Professional Services and INFOCUS SoftwareCare.** Olympus warrants that it shall perform the Professional Services and INFOCUS SoftwareCare using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards and shall devote adequate resources to meet its obligations under the Agreement. If Olympus breaches the foregoing warranty, Olympus shall, at its option, either (a) correct or re-perform the non-conforming Professional Services or INFOCUS SoftwareCare, or (b) credit or refund to Customer, on a pro rata basis, the share of any Fees paid by Customer for such Professional Services or INFOCUS SoftwareCare. Olympus shall not be in breach of the warranty set forth in this Section 7.2, and the foregoing remedy shall not be available, unless Customer provides written notice of such breach within ten (10) days after Customer's acceptance or deemed acceptance of the Professional Services or after the time Customer discovers or ought to have discovered that the INFOCUS SoftwareCare was non-conforming.

7.3. **Exceptions.** The warranties set forth in this Section 7 shall not apply to any non-conformity arising out of or relating to (a) any operation or use of, or other activity relating to, the Olympus Technology, other than as specified in the Documentation, including any access to or use of the Olympus Technology in combination with any hardware, system, software, network, or other materials or service not specified in the Documentation, (b) any modification or alteration of the of the Olympus Technology by any party other than Olympus, its Affiliates or its or their duly authorized contractors or agents, (c) Customer's failure to timely implement any updates, modifications or replacements made available by Olympus to Customer, (d) any Third-Party Technology or Third-Party Application, (e) Customer's breach of the Agreement or negligence or willful misconduct in connection with the Agreement, or (f) any other circumstances or causes outside of the reasonable control of Olympus.

7.4. **Sole Remedy.** The remedies set forth in this Section 7 and in Exhibit A are Customer's sole remedies and Olympus' sole liability under the limited warranties set forth in this Section 7.

7.5. **DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, OLYMPUS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, AND ANY WARRANTIES ARISING

FROM COURSE OF DEALING, COURSE OF PERFORMACE, OR USAGE OF TRADE, ALL OF WHICH ARE HEREBY SPECIFICALLY EXCLUDED AND DISCLAIMED. WITHOUT LIMITING THE FOREGOING, OLYMPUS MAKES NO WARRANTY OF ANY KIND THAT THE OLYMPUS TECHNOLOGY, PROFESSIONAL SERVICES, OR INFOCUS SOFTWARECARE, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, HARDWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. ALL THIRD-PARTY TECHNOLOGY IS PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY TECHNOLOGY IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY TECHNOLOGY.

8. Indemnification

8.1. **Olympus Indemnity.** Olympus shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities and costs (including reasonable attorneys' fees) incurred by Customer resulting from a Claim Against Customer. The foregoing obligation shall not apply to the extent the Claim Against Customer arises from (a) Customer Data (including any processing of Customer Data in accordance with the Agreement), (b) use of any Olympus Technology after Olympus' notice of such activity's alleged or actual infringement, misappropriation, or other violation of a third party's rights, or (c) any act, omission or other matter described in Section 7.3(a) to 7.3(e).

8.2. **Mitigation.** If any Olympus Technology becomes, or in Olympus' reasonable opinion is likely to become, subject to a Claim Against Customer, Olympus may, at its option and cost (a) obtain the right for Customer to continue to use the Olympus Technology as contemplated by the Agreement, (b) modify or replace the Olympus Technology in whole or in part, to make it non-infringing while providing materially equivalent features and functionality, or (c) by written notice to Customer, terminate the Agreement in its entirety or with respect to the affected Olympus Technology, in which event Olympus shall promptly refund to Customer, on a pro rata basis, the share of any Fees prepaid by Customer for the future portion of the Subscription Term that would have remained but for such termination.

8.3. **Customer Indemnity.** Customer shall indemnify, defend, and hold harmless Olympus and its Affiliates from and against any and all losses, damages, liabilities and costs (including reasonable attorneys' fees) incurred by Olympus or its Affiliates resulting from a Claim Against Olympus. The foregoing obligation shall not apply to the extent the Claim Against Olympus arises from Olympus' breach of the Agreement or negligence or willful misconduct in connection with the Agreement.

8.4. **Indemnification Procedure.** The Party seeking indemnification hereunder shall promptly notify the indemnifying Party in writing of any Claim and cooperate with the indemnifying Party at the indemnifying Party's sole cost and expense. The indemnifying Party shall promptly assume control of the defense, except that it may not settle any Claim in a manner that adversely affects the rights of the indemnified Party without the indemnified party's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. If the indemnifying Party fails or refuses to assume control of the defense of such Claim, the indemnified Party shall have the right, but no obligation, to defend against such Claim, including settling such Claim after giving notice to the indemnifying Party, in each case in such manner and on such terms as the indemnified Party may deem appropriate. The indemnified party's failure to perform any obligations under this Section 8.4 shall not relieve the indemnifying party of its obligations under Section 8 except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure.

8.5. **Sole Remedy.** The remedies set forth in this Section 8 are Customer's sole remedies and Olympus' sole liability for any Claim Against Customer.

9. Liability

9.1. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE PROVIDED IN SECTION 9.2 AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR

PUNITIVE DAMAGES, OR FOR ANY LOSS OF USE, REPUTATION, REVENUE OR PROFIT WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT, OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) IN NO EVENT WILL THE AGGREGATE LIABILITY OF OLYMPUS ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO OLYMPUS UNDER THE AGREEMENT IN THE TWELVE (12) MONTHS' PERIOD PRECEDING THE EVENT OUT OF WHICH THE LIABILITY AROSE.

9.2. **Exceptions.** The exclusions and limitations in Section 9.1 shall not apply to a Party's indemnification obligations under Section 8, the infringement by a Party of the other Party's Intellectual Property Rights, or in the event of fraud or willful misconduct by a Party.

10. Term and Termination

10.1. **Term of Agreement.** The Agreement shall become effective upon acceptance of the Order by Olympus and shall, unless terminated earlier pursuant to any of the Agreement's express provisions, continue in force until all Subscription Terms have expired or have been terminated and all Professional Services have been completed or have been terminated.

10.2. **Subscription Term.** The Initial Subscription Term shall be as specified in the Order, subject to Section 3.5. Unless otherwise set forth in the Order, the Subscription Term shall automatically renew for successive periods of twelve (12) months (each a ***Renewal Subscription Term***), unless terminated earlier pursuant to any of the Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least thirty (30) days prior to the end of the Initial Subscription Term or any Renewal Subscription Term.

10.3. **Suspension.** Olympus may temporarily suspend Customer's access to and use of all or any part of the Software Services without limiting its other rights and remedies and without incurring any obligation or liability by reason of such suspension if (a) Customer fails to pay any amount when due hereunder and such failure continues for fifteen (15) days following written notice thereof, or (b) Olympus reasonably determines that (i) Customer's use of the Software Services disrupts or poses a security risk to the Software Services or to any other customer or vendor of Olympus or its Affiliates, (ii) Customer is using the Software Services for fraudulent or illegal activities or beyond the scope of the rights granted, or has failed to comply with any material term of the Agreement, or (iii) suspension is required to comply with applicable law or any judicial or other governmental demand or order. Olympus shall use commercially reasonable efforts to resume providing access to the Software as soon as reasonably possible after the event giving rise to the suspension is cured.

10.4. **Termination for Cause.** Olympus may terminate the Agreement, any Subscription Term and/or Professional Services with immediate effect upon written notice to Customer if (a) Customer fails to pay any amount when due hereunder and such failure continues more than thirty (30) days after Olympus' delivery of written notice thereof, or (b) Customer breaches any of its obligations under Section 2.4 or Section 6. Either Party may terminate the Agreement, any Subscription Term and/or Professional Services with immediate effect upon written notice to the other Party if (a) the other Party materially breaches any provision of the Agreement and - if such breach is remediable - fails to remedy such breach within thirty (30) days of receiving written notice thereof, or (b) the other Party (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due, (ii) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or under any other insolvency law, (iii) makes or seeks to make a general assignment for the benefit of its creditors, or (iv) applies for, or has appointed a receiver, trustee or custodian for a material part of its property or business.

10.5. **Effect of Termination.** Upon termination of the Agreement, all Subscription Terms and Professional Services shall terminate. Upon termination or expiration of a Subscription Term, all rights and licenses granted to Customer with respect to the applicable Olympus Technology shall terminate, and Customer shall immediately cease any use thereof. Termination or expiration of the Agreement, a

Subscription Term or Professional Services shall not affect any rights or obligations accrued prior to the effective date of such termination or expiration. Sections 1, 4.6, 5, 6, 7.5, 8, 9, 10.5, 1 and 2 as well as all other provisions which expressly or by their sense and context are intended to have effect after the expiration or termination of the Agreement shall survive such termination or expiration.

11. Free Trial. Notwithstanding anything to the contrary in the Agreement, if Olympus makes Olympus Technology and/or Professional Services available to Customer at no charge for testing or demonstration purposes (collectively ***Free Services***), (a) the Subscription Term for the Free Services shall be as stipulated by Olympus, will not automatically extend and may be terminated by Olympus at any time for convenience, (b) Olympus shall have no obligation to provide any INFOCUS SoftwareCare or meet any Availability Requirement with respect to the Free Services, (c) THE FREE SERVICES ARE PROVIDED "AS IS", AND OLYMPUS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMACE, OR USAGE OF TRADE, ALL OF WHICH ARE HEREBY SPECIFICALLY EXCLUDED AND DISCLAIMED, (d) Olympus shall have no indemnification obligation with respect to the Free Services, and (e) Olympus shall not be liable to Customer for any loss, liability, damage or expense arising out of or in connection with the Free Services, unless such loss, liability, damage or expense shall be proven to result from Olympus' gross negligence or willful misconduct in the performance of its obligations under the Agreement.

12. Miscellaneous

12.1. **Hardware.** For the avoidance of doubt, hardware and support services for hardware (including the OLYSENSE Hub) are not provided pursuant to these Terms. Any provision of hardware or support services for hardware by Olympus to Customer is governed solely by, and subject to, separate terms and conditions applicable to such provision of hardware or hardware support services.

12.2. **Trade Compliance.** Customer shall comply with all applicable laws and regulations that prohibit or restrict the import or export of any Olympus Technology or Professional Services. Olympus may, without limiting its other rights and remedies, terminate the Agreement, any Subscription Term and/or Professional Services with immediate effect and without any liability to Customer if Olympus reasonably determines that (a) continued performance would violate any import or export control laws or regulations, or (b) Customer has violated or caused Olympus to violate any import or export control laws or regulations.

12.3. **Interpretation.** For purposes of the Agreement, the words "include," "includes," and "including" are deemed to be followed by the words "without limitation". Unless the context otherwise requires, references herein (a) to articles, sections, annexes and exhibits mean the articles and sections of, and annexes and exhibits attached to, the Agreement, (b) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, restated, supplemented, and modified from time to time to the extent permitted by the provisions thereof, and (c) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The annexes, exhibits and other documents referred to herein shall be construed with, and as an integral part of, the Agreement to the same extent as if they were set forth verbatim herein.

12.4. **Entire Agreement.** The Agreement constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all prior discussions and agreements among the Parties related thereto. The Agreement expressly excludes any of Customer's general terms and conditions or any other document issued by Customer in connection with the Agreement. Any inconsistency in the Agreement shall be resolved by giving the following order of precedence: (a) first, Exhibit B, subject only to the second and third sentence of Section 5.5 of these Terms, (b) second, these Terms excluding their Exhibits, (c) third, Exhibit A, and (d) fourth, the Order. Notwithstanding the foregoing, specific amendments to the these Terms and their Exhibits may be agreed upon in writing by the Parties under a particular Order by expressly referencing the provisions that shall be amended, in which case such specific amendments in the Order will take precedence over these Terms and their Exhibits.

12.5. **Subcontracting.** Olympus may subcontract the performance of any of its duties or obligations under the Agreement to any of its Affiliates or its or their third-party service providers, and shall be responsible and liable for the acts and omissions of each Affiliate or subcontractor as if those were the acts and omissions of Olympus.

12.6. **Assignment.** Neither Party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other Party, provided, however, that Olympus may assign its rights or delegate its obligations, in whole or in part, to any of its Affiliates. The Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

12.7. **Force Majeure.** Neither Party shall be liable or responsible to the other Party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement (except for any obligations to make payments), to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control (***Force Majeure Event***), including flood, fire, earthquake, epidemic, explosion, war, terrorism, strikes, lockouts, or other industrial disturbances, passage of law or any action taken by a governmental or public authority, including imposing an embargo. The affected Party shall give prompt notice to the other, use commercially reasonable efforts to end the failure or delay and ensure the effects of the Force Majeure Event are minimized, and resume performance of its obligations as soon as reasonably practicable after the removal of the cause.

12.8. **Amendments and Modifications; Waiver.** Subject to Section 2.8, the Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto or executed electronically as set forth in Section 12.12 below. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from the Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

12.9. **Notices.** Except as otherwise expressly set forth in the Agreement, all notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a ***Notice***) must be in writing or be delivered by email, and addressed to the other party at its address/email address set forth on the Order (or to such other address/email address that the receiving party may designate from time to time in accordance with this Section). Notices will be effective (a) if sent by personal delivery, courier or certified mail on the date of receipt, and (b) if sent by email on the date of transmission, in each case provided that if the Notice is delivered outside of the addressee's normal business hours, it will be deemed effectively given on the next business day.

12.10. **Severability.** If any term or provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify the Agreement to reflect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

12.11. **Governing Law and Jurisdiction.** The Agreement shall be governed by and construed in accordance with the laws of Denmark, without reference to its conflict of law principles. The courts of Copenhagen shall have exclusive jurisdiction over any dispute arising out of or in connection with the Agreement, provided that either Party may seek injunctive relief or other provisional remedies in any court of competent jurisdiction.

12.12. **Counterparts.** The Agreement and any amendments, modifications and supplements hereto may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Executed counterparts delivered by email in pdf form or by Adobe Sign, DocuSign, or similar e-signature services shall have the same legal effect as delivery of manually executed counterparts.

Exhibit A – Availability and Support (INFOCUS SoftwareCare)

1. Definitions. In addition to the terms defined elsewhere in the Agreement, for all purposes of the Agreement, the following capitalized terms shall have the following meanings:

1.1. ***Available*** means the Software Services are available for access and use by Customer and operating materially as described in the Documentation. ***Availability*** has a correlative meaning.

1.2. ***Availability Requirement*** is defined in Section 2.1 of this Exhibit.

1.3. ***Exception*** is defined in Section 2.2 of this Exhibit.

1.4. ***Resolve*** means, in relation to a Service Error, to implement a workaround or permanent solution that, in Olympus' reasonable discretion, restores Availability of the Software Services. ***Resolution*** has a correlative meaning.

1.5. ***Respond*** means to communicate with Customer whether by telephone, email, or otherwise, acknowledging Customer's request for support in connection with a specific Service Error and to start working on the support request.

1.6. ***Scheduled Downtime*** is defined in Section 2.3 of this Exhibit.

1.7. ***Service Credit*** is defined in Section 2.4 of this Exhibit.

1.8. ***Service Error*** means any reproducible failure of the Software Services to be available for access and use by Customer and/or operate materially as described in the Documentation, excluding any failure as a result, in whole or in part, of any Exception.

1.9. ***Service Level Failure*** means any failure of the Software Services to meet the Availability Requirement.

1.10. ***Service Period*** means each twelve (12) month period during the Subscription Term commencing on the beginning of the Subscription Term or any anniversary thereof, provided that the last Service Period shall end on the last day of the Subscription Term.

2. Availability

2.1. **Availability Requirement.** Subject to the terms and conditions of the Agreement, Olympus shall use commercially reasonable efforts to make the Software Services Available at least ninety-nine percent (99 %) of the time as measured over the course of each Service Period, excluding un-Availability as a result of any Exception (***Availability Requirement***).

2.2. **Exceptions.** For purposes of calculating the actual Availability for any Service Period, the Software Services shall not be considered un-Available, and no Service Level Failure shall be deemed to occur, to the extent any downtime, degradation, or impaired ability of Customer to access or use the Software Services is due, in whole or in part, to (a) any act or omission by Customer in violation of the Agreement, including Customer's misuse of the Software Services or failure to meet any minimum hardware or software requirements set forth in the Documentation, (b) Customer's internet connectivity (c) any Third-Party Technology or Third-Party Application, (d) a Force Majeure Event, (e) failure, interruption, outage, or other problem with any software, hardware, system, network, facility, or other matter not supplied by Olympus pursuant to the Agreement, (f) Scheduled Downtime, or (g) suspension of the Software Services pursuant to Section 10.3 (each of (a) to (g) an ***Exception***).

2.3. **Scheduled Downtime.** Olympus shall notify Customer via the Software Services or by email at least twenty-four (24) hours in advance of any scheduled downtime for routine maintenance of the Software Services (***Scheduled Downtime***) and shall use commercially reasonable efforts to schedule any Scheduled Downtime between the hours of 7 p.m. and 4 a.m. GMT.

2.4. **Service Level Failure.** In the event of a Service Level Failure, Olympus shall issue to Customer the corresponding service credit (***Service Credit***) in accordance with the table below, provided

that (a) Olympus has no obligation to issue any Service Credit unless Customer requests such Service Credit in writing within seven (7) days of the Service Level Failure and is current on all payments due under the Agreement at the time of such request, and (b) in no event will a Service Credit for any Service Period exceed 8 percent (8 %) of the total Fees that would be payable for that Service Period if no Service Level Failure had occurred. Any Service Credit payable to Customer under the Agreement will be issued to Customer within thirty (30) days following the Service Period in which the Service Level Failure occurred.

Availability Percentage (number of minutes the respective Software Services were Available during the Service Period ÷ number of minutes in the Service Period) x 100	**Service Credit** (% of Fees payable for the respective Software Services for the Service Period)
< 99 % - >= 97 %	2%
< 97 % - >= 95 %	5%
< 95 %	8%

3. Support

3.1. **Maintenance.** Olympus shall continuously maintain the Software Services to achieve Availability that meets or exceeds the Availability Requirement, including by providing to Customer all updates, modifications or replacements of the Software Services and Ancillary Software that Olympus provides at no additional charge to its other similarly situated customers. For the avoidance of doubt, new versions or significant enhancements are only provided for additional consideration under a separate agreement.

3.2. **Support Request.** Customer shall promptly notify Olympus of any Service Error at the telephone number specified by Olympus and provide Olympus with reasonable detail of the nature and circumstances of the Service Error.

3.3. **Response Time.** Olympus shall use commercially reasonable efforts to Respond to Service Errors reported by Customer within the following timeframes during Olympus' normal business hours based on the severity of the Service Error as reasonably determined by Olympus:

Severity Level of Service Error	**Description**	**Response Time**
P1	Severe Service Error which has a critical impact on user operations. A Large scale outage or unavailability of functions requiring urgent focus on diagnosing and addressing the issue. There is no workaround available.	2 hours
P2	Service Error resulting in partial loss of functionality for users. Operations and performance are impacted but there is no complete outage. If available, workarounds are temporary but not sustainable. Users require fast though not immediate solutions.	12 hours
P3	A non-critical Service Error which inconveniences users but only impacts operations moderately. Core functionalities are intact and a temporary workaround is usually available.	36 hours

P4	Minor Service Error which has limited or no impact on operations. User experience may be improved with the solution, however, core functionality or usability for operational purposes has not been impacted.	72 hours

3.4. **Resolution.** Olympus shall use commercially reasonable efforts to Resolve any Service Error reported by Customer, including by providing, during Olympus' normal business hours: (a) telephone support, (b) support by email, (c) remote support (if available), in which case Customer agrees to provide Olympus with access to Customer's system to install and use remote access software necessary for Olympus to provide the remote support to Customer, and (d) such, if any, on-site technical support as Olympus, in its reasonable discretion, deems necessary to attempt to Resolve the Service Error. Olympus does not guarantee any specific Resolution times or that any Service Error will be Resolved.

3.5. **Cooperation**. Customer shall provide such cooperation and assistance as Olympus reasonably requests to enable Olympus to Respond to and Resolve any Service Error, including by timely (a) providing Olympus access to Customer's premises, information technology infrastructure and suitably qualified personnel, (b) responding to Olympus' inquiries and providing accurate and complete information and feedback, and (c) providing required consents, approvals, authorizations, and decisions.

4. Sole Remedy. The remedies set forth in this Exhibit A are Customer's sole remedies and Olympus' sole liability for any Service Level Failure or un-Availability of the Software Services.

Exhibit B – Data Processing Agreement

Data Processing Agreement

STANDARD CONTRACTUAL CLAUSES

SECTION I

Clause 1
Purpose and scope

(a) The purpose of these Standard Contractual Clauses (the Clauses) is to ensure compliance with Article 28(3) and (4) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

(b) The controllers and processors listed in Annex I have agreed to these Clauses in order to ensure compliance with Article 28(3) and (4) of Regulation (EU) 2016/679 and/or Article 29 (3) and (4) Regulation (EU) 2018/1725.

(c) These Clauses apply to the processing of personal data as specified in Annex II.

(d) Annexes I to IV are an integral part of the Clauses.

(e) These Clauses are without prejudice to obligations to which the controller is subject by virtue of Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725.

(f) These Clauses do not by themselves ensure compliance with obligations related to international transfers in accordance with Chapter V of Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725.

Clause 2
Invariability of the Clauses

(a) The Parties undertake not to modify the Clauses, except for adding information to the Annexes or updating information in them.

(b) This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a broader contract, or from adding other clauses or additional safeguards provided that they do not directly or indirectly contradict the Clauses or detract from the fundamental rights or freedoms of data subjects.

Clause 3
Interpretation

(a) Where these Clauses use the terms defined in Regulation (EU) 2016/679 or Regulation (EU) 2018/1725 respectively, those terms shall have the same meaning as in that Regulation.

(b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679 or Regulation (EU) 2018/1725 respectively.

(c) These Clauses shall not be interpreted in a way that runs counter to the rights and obligations provided for in Regulation (EU) 2016/679 / Regulation (EU) 2018/1725 or in a way that prejudices the fundamental rights or freedoms of the data subjects.

Clause 4
Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties existing at the time when these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

Clause 5
Docking clause

(a) Any entity that is not a Party to these Clauses may, with the agreement of all the Parties, accede to these Clauses at any time as a controller or a processor by completing the Annexes and signing Annex I.

(b) Once the Annexes in (a) are completed and signed, the acceding entity shall be treated as a Party to these Clauses and have the rights and obligations of a controller or a processor, in accordance with its designation in Annex I.

(c) The acceding entity shall have no rights or obligations resulting from these Clauses from the period prior to becoming a Party.

SECTION II – OBLIGATIONS OF THE PARTIES

Clause 6
Description of processing(s)

The details of the processing operations, in particular the categories of personal data and the purposes of processing for which the personal data is processed on behalf of the controller, are specified in Annex II.

Clause7
Obligations of the Parties

7.1. Instructions

(a) The processor shall process personal data only on documented instructions from the controller, unless required to do so by Union or Member State law to which the processor is subject. In this case, the processor shall inform the controller of that legal requirement before processing, unless the law prohibits this on important grounds of public interest. Subsequent instructions may also be given by the controller throughout the duration of the processing of personal data. These instructions shall always be documented.

(b) The processor shall immediately inform the controller if, in the processor's opinion, instructions given by the controller infringe Regulation (EU) 2016/679 / Regulation (EU) 2018/1725 or the applicable Union or Member State data protection provisions.

7.2. Purpose limitation

The processor shall process the personal data only for the specific purpose(s) of the processing, as set out in Annex II, unless it receives further instructions from the controller.

7.3. Duration of the processing of personal data

Processing by the processor shall only take place for the duration specified in Annex II.

7.4. Security of processing

(a) The processor shall at least implement the technical and organisational measures specified in Annex III to ensure the security of the personal data. This includes protecting the data against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to the data (personal data breach). In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purposes of processing and the risks involved for the data subjects.

(b) The processor shall grant access to the personal data undergoing processing to members of its personnel only to the extent strictly necessary for implementing, managing and monitoring of the contract. The processor shall ensure that persons authorised to process the personal data received have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

7.5. Sensitive data

If the processing involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences ("sensitive data"), the processor shall apply specific restrictions and/or additional safeguards.

7.6 Documentation and compliance

(a) The Parties shall be able to demonstrate compliance with these Clauses.

(b) The processor shall deal promptly and adequately with inquiries from the controller about the processing of data in accordance with these Clauses.

(c) The processor shall make available to the controller all information necessary to demonstrate compliance with the obligations that are set out in these Clauses and stem directly from Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725. At the controller's request, the processor shall also permit and contribute to audits of the processing activities covered by these Clauses, at reasonable intervals or if there are indications of non-compliance. In deciding on a review or an audit, the controller may take into account relevant certifications held by the processor.

(d) The controller may choose to conduct the audit by itself or mandate an independent auditor. Audits may also include inspections at the premises or physical facilities of the processor and shall, where appropriate, be carried out with reasonable notice.

(e) The Parties shall make the information referred to in this Clause, including the results of any audits, available to the competent supervisory authority/ies on request.

7.7. Use of sub-processors

(a) The processor has the controller's general authorisation for the engagement of sub-processors from an agreed list. The processor shall specifically inform in writing the controller of any intended changes of that list through the addition or replacement of sub-processors at least four weeks in advance, thereby giving the controller sufficient time to be able to object to such changes prior to the engagement of the concerned sub-processor(s). The processor shall provide the controller with the information necessary to enable the controller to exercise the right to object.

(b) Where the processor engages a sub-processor for carrying out specific processing activities (on behalf of the controller), it shall do so by way of a contract which imposes on the sub-processor, in substance, the same data protection obligations as the ones imposed on the data processor in accordance with these Clauses. The processor shall ensure that the sub-processor complies with the obligations to which the processor is subject pursuant to these Clauses and to Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725.

(c) At the controller's request, the processor shall provide a copy of such a sub-processor agreement and any subsequent amendments to the controller. To the extent necessary to protect business secret or other confidential information, including personal data, the processor may redact the text of the agreement prior to sharing the copy.

(d) The processor shall remain fully responsible to the controller for the performance of the sub-processor's obligations in accordance with its contract with the processor. The processor shall notify the controller of any failure by the sub-processor to fulfil its contractual obligations.

(e) The processor shall agree a third party beneficiary clause with the sub-processor whereby - in the event the processor has factually disappeared, ceased to exist in law or has become insolvent - the controller shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the personal data.

7.8. International transfers

(a) Any transfer of data to a third country or an international organisation by the processor shall be done only on the basis of documented instructions from the controller or in order to fulfil a specific requirement under Union or Member State law to which the processor is subject and shall take place in compliance with Chapter V of Regulation (EU) 2016/679 or Regulation (EU) 2018/1725.

(b) The controller agrees that where the processor engages a sub-processor in accordance with Clause 7.7. for carrying out specific processing activities (on behalf of the controller) and those processing activities involve a transfer of personal data within the meaning of Chapter V of Regulation (EU) 2016/679, the processor and the sub-processor can ensure compliance with Chapter V of Regulation (EU) 2016/679 by using standard contractual clauses adopted by the Commission in accordance with of Article 46(2) of Regulation (EU) 2016/679, provided the conditions for the use of those standard contractual clauses are met.

Clause 8
Assistance to the controller

(a) The processor shall promptly notify the controller of any request it has received from the data subject. It shall not respond to the request itself, unless authorised to do so by the controller.

(b) The processor shall assist the controller in fulfilling its obligations to respond to data subjects' requests to exercise their rights, taking into account the nature of the processing. In fulfilling its obligations in accordance with (a) and (b), the processor shall comply with the controller's instructions

(c) In addition to the processor's obligation to assist the controller pursuant to Clause 8(b), the processor shall furthermore assist the controller in ensuring compliance with the following obligations, taking into account the nature of the data processing and the information available to the processor:

(1) the obligation to carry out an assessment of the impact of the envisaged processing operations on the protection of personal data (a 'data protection impact assessment') where a type of processing is likely to result in a high risk to the rights and freedoms of natural persons;

(2) the obligation to consult the competent supervisory authority/ies prior to processing where a data protection impact assessment indicates that the processing would result in a high risk in the absence of measures taken by the controller to mitigate the risk;

(3) the obligation to ensure that personal data is accurate and up to date, by informing the controller without delay if the processor becomes aware that the personal data it is processing is inaccurate or has become outdated;

(4) the obligations in Article 32 Regulation (EU) 2016/679.

(d) The Parties shall set out in Annex III the appropriate technical and organisational measures by which the processor is required to assist the controller in the application of this Clause as well as the scope and the extent of the assistance required.

Clause 9
Notification of personal data breach

In the event of a personal data breach, the processor shall cooperate with and assist the controller for the controller to comply with its obligations under Articles 33 and 34 Regulation (EU) 2016/679 or under Articles 34 and 35 Regulation (EU) 2018/1725, where applicable, taking into account the nature of processing and the information available to the processor.

9.1 Data breach concerning data processed by the controller

In the event of a personal data breach concerning data processed by the controller, the processor shall assist the controller:

(a) in notifying the personal data breach to the competent supervisory authority/ies, without undue delay after the controller has become aware of it, where relevant/(unless the personal data breach is unlikely to result in a risk to the rights and freedoms of natural persons);

(b) in obtaining the following information which, pursuant to Article 33(3) Regulation (EU) 2016/679, shall be stated in the controller's notification, and must at least include:

(1) the nature of the personal data including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;

(2) the likely consequences of the personal data breach;

(3) the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

Where, and insofar as, it is not possible to provide all this information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

(c) in complying, pursuant to Article 34 Regulation (EU) 2016/679, with the obligation to communicate without undue delay the personal data breach to the data subject, when the personal data breacFh is likely to result in a high risk to the rights and freedoms of natural persons.

9.2 Data breach concerning data processed by the processor

In the event of a personal data breach concerning data processed by the processor, the processor shall notify the controller without undue delay after the processor having become aware of the breach. Such notification shall contain, at least:

(a) a description of the nature of the breach (including, where possible, the categories and approximate number of data subjects and data records concerned);

(b) the details of a contact point where more information concerning the personal data breach can be obtained;

(c) its likely consequences and the measures taken or proposed to be taken to address the breach, including to mitigate its possible adverse effects.

Where, and insofar as, it is not possible to provide all this information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

The Parties shall set out in Annex III all other elements to be provided by the processor when assisting the controller in the compliance with the controller's obligations under Articles 33 and 34 of Regulation (EU) 2016/679.

SECTION III – FINAL PROVISIONS

Clause 10
Non-compliance with the Clauses and termination

(a) Without prejudice to any provisions of Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725, in the event that the processor is in breach of its obligations under these Clauses, the controller may instruct the processor to suspend the processing of personal data until the latter complies with these Clauses or the contract is terminated. The processor shall promptly inform the controller in case it is unable to comply with these Clauses, for whatever reason.

(b) The controller shall be entitled to terminate the contract insofar as it concerns processing of personal data in accordance with these Clauses if:

(1) the processing of personal data by the processor has been suspended by the controller pursuant to point (a) and if compliance with these Clauses is not restored within a reasonable time and in any event within one month following suspension;

(2) the processor is in substantial or persistent breach of these Clauses or its obligations under Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725;

(3) the processor fails to comply with a binding decision of a competent court or the competent supervisory authority/ies regarding its obligations pursuant to these Clauses or to Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725.

(c) The processor shall be entitled to terminate the contract insofar as it concerns processing of personal data under these Clauses where, after having informed the controller that its instructions infringe applicable legal requirements in accordance with Clause 7.1 (b), the controller insists on compliance with the instructions.

(d) Following termination of the contract, the processor shall, at the choice of the controller, delete all personal data processed on behalf of the controller and certify to the controller that it has done so, or, return all the personal data to the controller and delete existing copies unless Union or Member State law requires storage of the personal data. Until the data is deleted or returned, the processor shall continue to ensure compliance with these Clauses.

ANNEX I

LIST OF PARTIES

Controller(s):

Name and Address	**Contact person's/Data Protection Officer's name, position and contact details**	**Signature and accession date**
Customer	See Agreement	See Agreement

Processor(s):

Name and Address	**Contact person's/Data Protection Officer's name, position and contact details**	**Signature and accession date**
Olympus	privacy@olympus.com	See Agreement

ANNEX II

DESCRIPTION OF THE PROCESSING

Processing activity: "Olympus Software Services" (as described in the Order)

- The start of data processing is the date when the solution is put into operational service at the Customer.
- The planned duration of data processing is the duration of the Agreement. Procedural data, which may include health data will be retained for a duration directed by Customer.

The purposes of the data processing, the background of the data processing, and the obligations of the Parties regarding the commercial contractual relationship are specified in the **Agreement** (Order and Terms) between the Controller and the Processor.

Categories of data subjects	**Processing operations**	**Data categories**	**Special categories of personal data – if applicable**
☒ Employees, incl. former employees (physicians and users of the system) ☒ Patients (through unavoidable incidental exposure, only during maintenance or accidentally, if images or videos contain patient information)	☒ Providing AI-based analyses of pictures and videos recorded during procedures for this purpose ☒ Remote support & maintenance ☒ Anonymization of Data (as described in Section 5.5 of the Terms)	☒ Data (Customer Data, Resultant Data and Usage Data), in so far as they contain personal data, which may include the following data categories: – Names – E-Mail addresses – Images and videos – Other user generated content	☒ **Health data (including pictures and videos as part of the Data intended for AI-based analysis) is only processed anonymously**. Identifiable health data is only ever processed through unavoidable incidental exposure during maintenance or accidentally, if images or videos contain such data; health data is <u>not</u> processed for any other purpose than immediate anonymization.

ANNEX III

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Processor shall implement the following technical and organisational measures:

MEASURE	DESCRIPTION
1. CONFIDENTIALITY	
a) Access control – Olympus locations	The buildings of Olympus are closed and guarded all around. Employees can enter the buildings only using their personal identification card. Visitors can only enter the buildings via the reception and accompanied by staff. Unauthorized persons are denied access to the buildings. The following security measures are implemented: - Employee/visitor badges - Access control system, card reader, transponder, magnetic or chip cards - Lobby/receptionist/doorman - (Controlled) keys/key assignment - Door lock (electric door opener, doors with outside knob, etc.) - Factory security, doorman - Surveillance system, alarm system, video/TV monitor
b) Access control – cloud systems (Authentication)	All Olympus Cloud systems are secured and protected with role-based security to restrict access based on least privileged rights leveraging unique user IDs and strong passwords.
c) Access control - rights management: read and editing	Systematic rights management for the use of the systems is in place. The authorizations differ between reading and writing permissions.

authorization	The following security measures are implemented: - Differentiated authorization concept and need to know-based access rights
d) Remote support	Remote maintenance for systems on-premise is carried out separately for each customer and only provided with authorization by Customer.
e) Encryption	An encryption of the cloud communication is required. The encryption method is state of the art.
2. INTEGRITY	
a) Transfer controls	A transfer of the data shall only take place based on Controller's instruction. The following security measures are implemented: - No unauthorized reading, copying, modification or removal within the system - Use of VPN, where feasible, as well as provision via encrypted connections such as sftp, https
b) Data Entry controls	Modifications to data in the systems are logged. The following security measures are implemented: - Logging of access by authenticated users - Log evaluation systems and traceability of input, modification and deletion of data by individual usernames - Assignment of rights via personalized user accounts, where applicable
3. AVAILABILITY AND RESILIENCE	
a) Availability control; data protection measures	Personal data is secured. Protection against accidental or willful destruction or loss will be ensured as well as the control of the availability of the data.
4. PROCEDURES FOR REGULAR REVIEW, EVALUATION AND ASSESSMENT	
a) Order control Olympus Internal IT systems	The effectiveness of the measures taken is regularly reviewed. The following security measures are implemented: - Clear contract design - Formalized order placement - Selection of the contractor under due diligence aspects (with regard to data protection and security) - Conclusion of the necessary agreement for order agreement or EU standard contract clauses

	- Instructions in writing or in text form to the contractor - Obligation of the contractor's employees to data secrecy - Obligation to appoint a data protection officer by the contractor if the obligation to order exists - Agreement on effective control rights vis-à-vis the contractor - Regulation on the use of additional subcontractors - Ensuring the destruction of data after completion of the order - Ongoing verification of the contractor and its level of protection
b) Privacy and Incident Response Management	- Central documentation of all procedures and regulations for data protection with access for employees as required/authorized - Internal Information Security and Data Protection Officer - Regular employee training and commitment to confidentiality/privacy - Documented process for recognition and reporting of security incidents / data breakdowns - Documented procedure for dealing with security incidents and data breaches - Formalized privacy impact assessment and process for handling information requests from data subjects

ANNEX IV

LIST OF SUB-PROCESSORS

The controller has authorised the use of the following sub-processors:

Name and Address	**Contact person's name, position and contact details**	**Description of the processing**	**If applicable, safeguards for third country transfers**
Olympus Europa SE & Co. KG Wendenstraße 20 20097 Hamburg Germany	Stefan Limbacher Data Protection Officer EMEA privacy@olympus.com	1st Level Support, maintenance, development of the product and intra-group coordination of such activities	n/a, Sub-Processor is located in Hamburg, Germany
Olympus Winter & Ibe GmbH Kuehnstraße 61 22045 Hamburg Germany	privacy@olympus.com	3rd Level Support for repair, maintenance and remote maintenance of software and medical devices	n/a, Sub-Processor is located in Hamburg, Germany
Olympus Medical Systems Corporation 2951 Ishikawa-machi, Hachioji-shi Tokyo 192-8507 Japan	privacy@olympus.com	Complaint handling including investigation for malfunction and unexpected errors.	Adequacy Decision (EU) 2019/419 by the EU Commission
Olympus Surgical Technologies America 800 W Park Dr. Westborough, MA 01581 United States	privacy@olympus.com	Complaint handling including investigation for malfunction and unexpected errors.	Standard Contractual Clauses (within the Olympus Group)

Tata Consultancy Services GmbH Friedrich-Ebert-Anlage 49 60308 Frankfurt am Main Germany	privacy@olympus.com	IT Infrastructure and service provider	n/a, Sub-Processor is located in Frankfurt, Germany
TeamViewer Germany GmbH Bahnhofsplatz 2 73033 Göppingen Germany	privacy@teamviewer.com	Computer monitoring and control	n/a, Sub-Processor is located in Göppingen, Germany
TEK Systems 7301 Parkway Drive 5th Floor Hanover, MD 21076 United States	privacyofficer@allegisgroup.com	IT Infrastructure and various data services	Standard Contractual Clauses (within the Olympus Group)
Mill5 LLC. 33 Broad Street 3rd Floor Boston, MA 02134 United States	privacy@mill5.com	IT Infrastructure and various data services	Standard Contractual Clauses (within the Olympus Group)
Rhapsody Health 100 High Street Suite 1560 Boston, MA 02110 United States	privacy@rhapsody.health	Integration Services	Standard Contractual Clauses (within the Olympus Group)
Odin Medical Ltd. 43-45 Foley Street London, England WW7TS United Kingdom	dataprotection@odin-vision.com	Artificial Intelligence for endoscopic computer aided identification and diagnosis	Adequacy Decision (EU) 2019/419 by the EU Commission