

## Olympus MedPresence Subscription Agreement

This MedPresence Subscription Agreement (“**Subscription Agreement**”), including any accompanying Quote(s), Product Acceptance Forms and all Exhibits attached hereto (collectively referred to as the “**Agreement**”), is made and entered into as of [•] (the “**Effective Date**”) and sets forth the terms and conditions under which Olympus Corporation of the Americas (“**Olympus**”) will provide to the buyer named on the Quote (“**Subscriber**”), on a subscription basis and in accordance with the terms herein, Olympus’s subscription-based medical virtual presence solution that includes access to Olympus’s proprietary, cloud-based software application (the “**Application Services**”), and the provision of Olympus Equipment (to the extent included in a Quote) and other ancillary services (together with the Application Services and Olympus Equipment, the “**MedPresence Solution**”). Each of Olympus and Subscriber may be hereinafter referred to individually as a “Party” and together as the “**Parties**.” This Subscription Agreement applies to all Quotes for the MedPresence Solution during the Agreement Term. In the event of any conflict between: (a) this Subscription Agreement, and (b) the terms of a Quote, then solely to the extent of such inconsistency, the terms shall govern in the following order of precedence: the Quote, this Subscription Agreement.

**By purchasing or using the MedPresence Solution, in whole or in part, Subscriber and Authorized Users agree to the following terms and conditions.**

### 1. Definitions

- 1.1 “**Access Protocols**” means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Authorized Users to access the Application Services.
- 1.2 “**Affiliate**” means, with respect to any particular person, any other person that directly or indirectly Controls, is Controlled by, or is under common Control with that person. For purposes of this definition, “**Control**” (including, with correlative meanings, the terms “**Controlled by**” and “**under common Control with**”) means the possession, directly or indirectly, of the power to direct or exercise a controlling influence over the management or policies of such person, whether through the ownership of voting securities, by contract or otherwise.
- 1.3 “**Agreement Term**” has the meaning set forth in Section 11.1.
- 1.4 “**Applicable Law**” means any applicable law, rule or regulation of any federal, state, local, government agency (e.g., FDA) or foreign government or political subdivision, or any binding judgment or order of an arbitrator, court or tribunal of competent jurisdiction.
- 1.5 “**Application Services**” has the meaning set forth in the preamble.
- 1.6 “**Authorized User**” means any individual authorized by Subscriber to access or use the MedPresence Solution.
- 1.7 “**Defective Equipment**” means Olympus Equipment with defective material or workmanship or that materially fails to conform to its specifications in all material respects, in each case, that has not been caused by a Disqualifying Defect.

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- 1.8 “**Initial Subscription Term**” has the meaning set forth in Section 11.2.
- 1.9 “**Installation**” means, with respect to any Olympus Equipment set forth on a Quote, (i) the installation of such Olympus Equipment and its related accessories at the Subscriber location(s) identified in the applicable Quote(s), (ii) activation of the Olympus Equipment on a data network and (iii) configuration of the Olympus Equipment to enable the Application Services to identify and communicate with the Olympus Equipment.
- 1.10 “**Intellectual Property Rights**” means any and all intellectual property and proprietary rights of any kind or nature, whether protected, created or arising under any Applicable Law, in any jurisdiction, whether registrable or not, whether registered or not, and whether now known or hereafter existing, including all: (a) works of authorship, including copyrights, mask works, computer programs and moral rights; (b) trademarks, service marks, trade dress, trade names and other indicia of source or origin (collectively, “**Marks**”), together with all of the goodwill associated therewith or symbolized thereby; (c) trade secrets and know-how; (d) patents, patent rights, and industrial property rights; (e) layout designs, designs; (f) data and database rights and other rights in and to data and databases; (g) other proprietary rights of every kind and nature; and (h) all registrations, applications for, and renewals, extensions, or reissues of any of the foregoing, in each case in any jurisdiction throughout the world.
- 1.11 “**Olympus Equipment**” means, to the extent included on a Quote, equipment that is owned by Olympus and provided by Olympus to Subscriber as part of the MedPresence Solution.
- 1.12 “**Olympus Intellectual Property**” has the meaning set forth in Section 3.1.
- 1.13 “**Open Source Licenses**” has the meaning set forth in Section 3.5.
- 1.14 “**Open Source Software**” has the meaning set forth in Section 3.5.
- 1.15 “**Other Equipment**” means any third party equipment (including mobile phones, tablets, laptops, and computers), not under the Olympus Marks that are used by Subscriber or Applicable Users in conjunction with the Application Services.
- 1.16 “**Product Acceptance Form**” means a form executed by Subscriber that acknowledges the completion of Installation.
- 1.17 “**Quote**” means the final, approved quotation provided to Subscriber by an Olympus sales representative that sets forth the Subscriptions to be provided by Olympus to Subscriber. The Quote will include: a description of the estimated cost of the Subscription, quantity of Olympus Equipment (if any) and ancillary services to be delivered, Subscriber’s name and other pertinent information about the Subscriptions.
- 1.18 “**Renewal Subscription Term**” has the meaning set forth in Section 11.2.
- 1.19 “**Service Exception**” means any: (a) Subscriber or Authorized Users failure to comply with this Agreement or Applicable Law, (b) unauthorized or improper use or modification of any component of the MedPresence Solution, (c) combination of any component of the MedPresence Solution with other products, software or services not provided or authorized by Olympus, (d) a force majeure event under Section 12.10, (e) failure, interruption, outage, or other problem with the Internet or any software, system, network, facility, or Other Equipment or service not supplied by Olympus, or (f) scheduled downtime of the Application Services for routine maintenance.
- 1.20 “**Services Defect**” has the meaning set forth in Section 2.5.
- 1.21 “**Subscriber Materials**” means all information, data, images, photographs and other visual content provided by or on behalf of Subscriber (including by Authorized Users), or otherwise transmitted by Subscriber or any Authorized User through the Application Services.

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- 1.22 **“Subscription”** means the set of Application Services, Olympus Equipment (if any) and ancillary services (including support and training) made available by Olympus for a monthly fee, all as detailed in a Quote.
- 1.23 **“Subscription Start Date”** means the date that Subscriber executes a Product Acceptance Form, or the date of first clinical use of the MedPresence Solution, whichever occurs first.
- 1.24 **“Subscription Term”** has the meaning set forth in Section 11.2.
- 1.25 **“Supported Environment”** means the minimum hardware, software, and connectivity configuration specified from time to time by Olympus as required for use of the MedPresence Solution.

## 2. Services

- 2.1 **Access.** Subject to the terms and conditions of this Agreement, Olympus will provide Authorized Users with access to the Application Services during the Subscription Term via an online user interface. As soon as reasonably practicable after the Subscription Start Date for the Initial Subscription Term, Olympus shall provide to Subscriber the Access Protocols to allow Authorized Users to access the Application Services in accordance with the Access Protocols.
- 2.2 **Authorized Users.** This Agreement applies to Authorized Users and Subscriber is responsible for all activities of Authorized Users, including all access to or use of the MedPresence Solution. Without limiting the foregoing, it is Subscriber's responsibility to: (a) inform Authorized Users that their access to and use of the MedPresence Solution is subject to this Agreement and (b) ensure that Authorized Users comply with the terms of this Agreement and Applicable Law.
- 2.3 **Responsibility for Services and Data Hosting.** Olympus shall, at its own expense, provide for the hosting of the Application Services, provided that nothing herein shall be construed to require Olympus to provide for, or bear any responsibility with respect to, any telecommunications or computer network hardware required by Subscriber or any Authorized User to provide access from the Internet to the Application Services.
- 2.4 **Availability.** Olympus will use commercially reasonable efforts to make the Application Services available for access and use over the Internet during the applicable Subscription Term in accordance with the Service Level Agreement attached hereto as [Exhibit A](#) (Service Level Agreement), excluding any unavailability attributable to any Service Exception.
- 2.5 **Error Correction.** Olympus will use commercially reasonable efforts to correct all material errors, bugs, or malfunctions of the Application Services or the failure of the Application Services to conform, in all material respects, with their specifications (each, a **“Services Defect”**) as soon as practicable after becoming aware of such Services Defect, provided that Olympus will not be obligated to correct Services Defects attributable to any Service Exception.
- 2.6 **Updates.** From time to time, Olympus may, without any further notice to Subscriber or Authorized Users, remotely update, upgrade, or modify the Application Services or software or firmware embedded in Olympus Equipment for any reason, including to enhance the Application Services or Olympus Equipment or system functionality or stability, or to address potential security concerns, provided that Olympus will use reasonable commercial efforts to provide advance notice of material changes. If the Application Services or software or firmware embedded in Olympus Equipment are updated, upgraded or modified, then this Agreement will apply to such update, upgrade or modification.

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- 2.7 **Training.** At Subscriber's request and at no charge to Subscriber, Olympus will provide no more than 3 hours of remote training to instruct Authorized Users regarding the basic use of the MedPresence Solution (or any component thereof). Additional training may be provided at Subscriber's request if the Parties agree upon the terms and conditions relating to such additional training (including the amount to be paid (if any) to Olympus for providing such training) in a separate Quote.
- 2.8 **Support.** Olympus will use commercially reasonable efforts to provide Subscriber with support and troubleshooting by telephone or email. Subscriber consents to the recording of support and troubleshooting calls for quality assurance and training purposes.
- 2.9 **Olympus Equipment.**
- (a) **Return of Equipment.** Within 30 days after the expiration or termination of this Agreement or any Quote or Subscription, as applicable, Subscriber will, at Subscriber's expense and in accordance with Applicable Law, arrange for the return of the Olympus Equipment to Olympus. In the event Subscriber fails to return the Olympus Equipment to Olympus within thirty (30) days after the date of expiration or termination of this Agreement or the applicable Quote or Subscription, or the Olympus Equipment is not returned in good condition (ordinary wear and tear excepted), then Olympus will invoice Subscriber, and Subscriber shall immediately pay, fair market value for the Olympus Equipment (as determined by Olympus), which invoiced amount shall be paid by Subscriber within [5] days after receipt thereof and will not release, waive, or set off any other amounts owed by Subscriber under this Agreement. Upon receipt of Subscriber's payment for the Olympus Equipment and any other amounts owed by Subscriber under this Agreement, Olympus will transfer title of the Olympus Equipment to Subscriber on an "as is, where is" basis, without recourse or any warranty of Olympus.
- (b) **Care of Olympus Equipment.** Subscriber shall properly care for and maintain the Olympus Equipment as specified in the product manual delivered with such Olympus Equipment and shall not alter, modify, or add to the Olympus Equipment. Subscriber will be responsible for Olympus Equipment loss, damage, and repair or replacement costs caused by Subscriber's or an Authorized User's negligence or willful misconduct, excepting normal wear and tear, as reasonably determined by Olympus. Title to and ownership of the Olympus Equipment is and will remain retained by Olympus and Olympus may, directly or through any of its Affiliates, transfer title of Olympus Equipment to an Olympus Affiliate. Subscriber agrees to keep the Olympus Equipment free and clear from any liens, claims, encumbrances, security interests or mortgages and to indemnify Olympus for any loss caused by Subscriber's or Authorized Users' failure to protect Olympus' title during the Agreement Term. Subscriber shall execute any and all documents reasonably requested by Olympus (e.g., UCC-1 financing statements) to evidence Olympus' title to and ownership of the Olympus Equipment. Olympus will have the right to enter Subscriber location(s) where the Olympus Equipment is located upon reasonable notice and during normal business hours, for the purposes of confirming the existence, condition, and proper maintenance of Olympus Equipment.
- (c) **Delivery, Risk of Loss, Inspection, and Returns; Olympus Equipment Location.** Olympus will use commercially reasonable efforts to provide timely delivery of the Olympus Equipment set forth in a Quote to the Subscriber address specified therein. Purchaser will be responsible for all shipping and handling, insurance, duties, customs and similar costs. Shipping will be F.O.B. shipping point, freight prepaid and added to the Fees payable by Subscriber. Upon receipt, Subscriber shall thoroughly inspect all Olympus

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Equipment and refer to Olympus' Credit Return Policy if Equipment is damaged, defective or fails to meet Olympus' published specifications. Subscriber acknowledges and agrees that the Equipment may be reconditioned, refurbished, or serviceable used Olympus Equipment that meets and satisfies Olympus' quality assurance standards.

- 2.10 **Other Equipment.** Olympus assumes no liability for Other Equipment. Subscriber uses Other Equipment at its own risk and subject to all terms and conditions imposed by the third party supplier or manufacturer (including any license or warranty terms and conditions).
- 2.11 **Additional Services.** In the event Subscriber desires to purchase additional services, customization or professional services, the Parties shall execute a Quote(s), statement of work or other document which shall be incorporated into and become part of this Agreement. Any changes to such Quote(s), statement of work or other document or the professional or customization services set forth therein will require an executed amendment.

## 3. Intellectual Property

- 3.1 **Ownership.** As between the Parties, Olympus owns and retains all worldwide right title and interest in and to: (a) the MedPresence Solution, (b) Marks, (c) Olympus Confidential Information, (d) all improvements, enhancements and modifications to, and derivative works of, any of the foregoing and (e) all Intellectual Property Rights in and to any of the foregoing ((a) – (e) collectively, "**Olympus Intellectual Property**"). Except as expressly set forth herein, no express or implied license or right of any kind is granted to Subscriber regarding Olympus Intellectual Property or any part thereof, including any right to obtain possession of any source code, data or other technical material related to the MedPresence Solution.
- 3.2 **Limitations.** Subscriber and Authorized Users shall use the MedPresence Solution in accordance with this Agreement and Olympus instructions. Subscriber shall not, and shall ensure that Authorized Users do not, use or attempt to use the MedPresence Solution for any purpose or in any manner that: (a) is prohibited by this Agreement or Applicable Law (including any use that is prohibited by Applicable Law without a required license, permit, or consents or authorizations that Subscriber or any Authorized User has failed to obtain, as required), (b) transmits any unauthorized or unsolicited advertisements, e-mail or other commercial communications, (c) transmits any viruses, (d) interferes with or attempts to gain unauthorized access to Olympus' network, or (e) impairs or limits Olympus' ability to operate the MedPresence Solution or any third party's ability to access or use the MedPresence Solution. Without limiting the foregoing, Subscriber shall not, and shall not permit any Authorized User or other party to, directly or indirectly: (i) sublicense, lease, rent, loan, distribute, or otherwise transfer the MedPresence Solution (or any component thereof) to any third party; (ii) modify, translate, reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the MedPresence Solution (or any component thereof); (iii) copy, reproduce or create derivative works of the MedPresence Solution (or any component thereof); (iv) permit use for the development of new, or the modification of existing, products or services, whether offered by Subscriber, Authorized Users or a third party; (v) permit use of the MedPresence Solution (or any component thereof) for a time share, outsourcing or similar relationship or (vi) remove, alter or obscure any labels, Olympus Marks or other proprietary notices.

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- 3.3 **Usage Data.** Olympus may collect usage data relating to Subscriber's and Authorized User's use of the MedPresence Solution (e.g., service level data, usage patterns, etc.). Olympus will own all Intellectual Property Rights in and to such data and may use such data for any purpose (including providing the MedPresence Solution, auditing and improving the MedPresence Solution, or promoting or conducting research on Olympus products), provided that, if Olympus provides such data to a third party, it will aggregate such data so that Subscriber or Authorized Users cannot be identified as the source of such data. Olympus acknowledges and agrees that usage data does not include PHI, as defined below.
- 3.4 **Subscriber License.** Subscriber hereby grants Olympus and its Affiliates a non-exclusive, worldwide, perpetual, royalty-free, irrevocable, fully paid up and transferable license, with the right to sublicense through multiple tiers, exercisable in perpetuity, to host, copy, use, distribute, access, read, store and display: (a) the Subscriber Materials, Subscriber Marks and Subscriber Confidential Information as necessary for the purposes of: (i) providing the MedPresence Solution, (ii) exercising Olympus' rights and performing its obligations hereunder, (iii) satisfying any Applicable Law, legal process or governmental request, (iv) detecting, preventing or otherwise addressing technical issues, and (v) responding to Authorized Users' support requests; and (b) the Subscriber Materials in order to create, or have a third party create, aggregated, statistical data or compilations of Subscriber Materials with other data, and use or otherwise exploit or make available to other persons and entities such aggregated, statistical data or compilations of Subscriber Materials, in each case for any business or commercial purpose (including for creating use optimization and performance information related to the provision or operation of the Services, and for enhancing current or developing future products, software or services), provided that **Personal Data** (as described in the Privacy Notice) has first been removed.
- 3.5 **Open Source Software.** Olympus may embed software components into the Olympus Equipment or Application Services that are subject to licenses that are approved by the Open Source Initiative ("Open Source Licenses" and such software, "Open Source Software"). Each item of Open Source Software is licensed under the terms of the Open Source Licenses applicable to such Open Source Software and Subscriber and Authorized Users will have such rights and licenses to Open Source Software as are set forth in the applicable Open Source Licenses.
- 3.6 **Feedback.** Subscriber and Authorized Users may provide feedback regarding the MedPresence Solution. Any information or materials that Subscriber or Authorized Users submit in connection with providing such feedback ("**Feedback**") is not considered confidential by Olympus and Olympus has no obligation to keep the Feedback confidential or to return or destroy any Feedback. Olympus is free to use and exploit any Feedback in any manner without any notification, payment, attribution or other obligation to Subscriber or Authorized Users.

## 4. Fees And Expenses; Payments

- 4.1 **Fees.** The MedPresence Solution is purchased as a subscription pursuant to the pricing set forth in the Quote. Subscriber will pay all fees and charges specified in the applicable Quote ("**Fees**"). Except as otherwise expressly specified herein, payment obligations are non-cancelable and Fees are nonrefundable. During a Subscription Term, Subscriber may increase the number of authorized rooms, in which case Subscriber will be responsible for payment of the applicable Fees for the increased number of rooms, which Fees will be at Olympus's then current rates. Olympus will prorate such additional Fees based on the remainder of the Subscription Term.

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- 4.2 **Invoices; Payment.** All Fees and applicable taxes are invoiced in advance and Subscriber shall pay all invoiced Fees and taxes within 30 days after the date of invoice. All payments of Fees will be made unconditionally without defense, counterclaim, or offset for any reason.
- 4.3 **Taxes.** By providing a tax exempt ID# to Olympus, Subscriber represents and warrants that it is a tax exempt organization and as such is not subject to applicable taxes. Tax exempt status must be substantiated by a copy of Subscriber's tax-exempt certificate. If Subscriber is not tax-exempt or in the event Subscriber loses its tax-exempt status or is acquired by an entity which is not tax-exempt, all applicable taxes and fees will be added to the invoices sent to Subscriber hereunder and Subscriber will reimburse Olympus for all such applicable taxes or fees that may be levied by any taxing authority. Olympus agrees not to require Subscriber to pay any medical device excise tax imposed on the sale of certain medical devices under section 4191 of the Internal Revenue Code, enacted by section 1405 of the Health Care and Education Reconciliation Act of 2010, Public Law 111-152 (124 Stat. 1029 (2010)), in conjunction with the Patient Protection and Affordable Care Act, Public Law 111-148 (124 Stat. 119 (2010)).
- 4.4 **Interest.** Non-payment or late payment of undisputed Fees is a material breach of this Agreement. If any amount is past due more than thirty (30) days and Olympus has notified Subscriber of such past due status, Subscriber shall pay interest on the overdue balance at the rate of 1% per month or the maximum permitted by Applicable Law, whichever is less, plus all expenses of collection. All taxes and other governmental charges (except for income taxes), if any, imposed on Subscriber payments hereunder shall be deemed to be in addition to the Fees charged, and borne solely by Subscriber.
- 4.5 **Audit.** Subscriber will permit Olympus or its representatives to review Subscriber's relevant records and inspect Subscriber's facilities to ensure compliance with this Agreement. Olympus will give Subscriber at least ten (10) days advance notice of any such inspection and will conduct the same during normal business hours in a manner that does not unreasonably interfere with Subscriber's normal operations. If any such audit should disclose any underpayment of Fees, Subscriber shall promptly pay Olympus such underpaid amount, together with interest thereon at the rate specified in Section 4.4 (Interest). If the amount of such underpayment exceeds 5% of Fees actually paid during the audited period, Subscriber shall also pay Olympus for Olympus's expenses associated with such audit.

## 5. Subscriber Responsibilities

- 5.1 **Protection of Access Protocols.** Subscriber and Authorized Users shall be responsible for the security of all passwords and other Access Protocols required to access the Services. Authorized User IDs cannot be shared or used by more than one Authorized User at a time. Subscriber shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the MedPresence Solution, and notify Olympus promptly of any unauthorized use.
- 5.2 **Subscriber Materials.** Subscriber shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Subscriber Materials. Subscriber is solely responsible for creating backup copies of all Subscriber Materials at Subscriber's sole cost and expense.

## 6. Representations, Warranties And Disclaimers

- 6.1 **Limited Warranty.** Olympus warrants that, for a period of [12] months after delivery, or for the duration of a Subscription Term (whichever is shorter) (the “**Warranty Period**”), Olympus Equipment: (a) conform to Olympus’s applicable specifications and (b) are free from material defects in material and workmanship, except to the extent caused by Disqualifying Defects (the “**Limited Warranty**”). Olympus will repair or replace Defective Equipment as necessary to correct any Defective Equipment of which Subscriber notifies Olympus during the Warranty Period. This Limited Warranty is (i) Subscriber’s sole and exclusive remedy for Defective Equipment and (ii) not transferable. Only Subscriber shall have the right to submit warranty claims to Olympus. If Olympus notifies Subscriber that Olympus Equipment must be replaced for safety reasons, Subscriber shall comply with all Olympus instructions and cooperate in good faith with all Olympus efforts to replace such Olympus Equipment.
- 6.2 **Defects not Covered.** Olympus will not have an obligation to repair or replace Defective Equipment that Olympus determines: (a) is not defective or (b) has been caused by, or causes damage as a result of, unauthorized or improper use or storage, including: (i) improper operation, (ii) any combination, operation or use with Other Equipment or other products, software or services not furnished by Olympus, (iii) detrimental exposure to corrosive or other chemicals, electric shock or surge, excessive temperature, impact or vibration, water, weather conditions or other elements, (iv) involvement in any accident, explosion, fire or any force majeure event, (v) tampering, alteration, or improper Installation or repair by any party other than Olympus, (vi) the rejection or prevention of the installation of any update, upgrade or modification to the Application Services or firmware embedded in the Olympus Equipment or (vii) failure to comply with the terms of this Agreement (each of the foregoing, a “**Disqualifying Defect**”). If Olympus determines Olympus Equipment contains a Disqualifying Defect, then Olympus may agree, in its sole discretion, to repair or replace such Olympus Equipment for a fee as quoted by Olympus to Subscriber.
- 6.3 **Subscriber Warranty.** Subscriber represents, warrants and covenants to Olympus that: (a) Subscriber shall, and shall ensure Authorized Users, comply with all Applicable Law while accessing or using the MedPresence Solution (or any component thereof) and maintain in effect all permits, licenses and other authorizations necessary for its or their use of the MedPresence Solution, (b) Subscriber shall ensure all Authorized Users possess the requisite knowledge, qualifications, expertise and training necessary to use the MedPresence Solution (including any component thereof), (c) the Olympus Equipment will only be used at the Subscriber facility listed on the Quote and only in accordance with applicable manuals and instructions; (d) Subscriber will at all times maintain all rights, authorizations and consents (including all notices and consents required under Applicable Law) to provide the Subscriber Materials and (e) the Subscriber Materials: (i) do not and shall not infringe, misappropriate or otherwise violate any Intellectual Property Rights of any person or any other third-party right, including any privacy right or right of publicity; (ii) may be used, stored, disclosed and otherwise processed as contemplated under this Agreement without any further license, right, consent, or authorization not yet secured by Subscriber or Authorized User (ii) are not and shall not be deceptive, defamatory, obscene, pornographic or unlawful; or (iii) do not and shall not contain any viruses, worms or other harmful, surreptitious or malicious computer programming codes. Any use of the MedPresence Solution by Subscriber or Authorized Users contrary to or in violation of the representations, warranties or covenants of Subscriber in this section constitutes unauthorized and improper use of the MedPresence Solution.

6.4 **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND. THE LIMITED WARRANTIES MADE BY OLYMPUS IN THIS AGREEMENT ARE MADE FOR THE BENEFIT OF SUBSCRIBER ONLY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (A) THE MEDPRESENCE SOLUTION IS PROVIDED “AS IS,” AND OLYMPUS MAKES NO (AND HEREBY DISCLAIMS ALL) OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, COURSE OF DEALING, TRADE USAGE OR PRACTICE, MERCHANTABILITY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, (B) OLYMPUS DOES NOT WARRANT THAT OPERATION OF ANY COMPONENT OF THE MEDPRESENCE SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL DEFECTS WILL BE REPAIRED, AND (C) OLYMPUS HAS NO RESPONSIBILITY OR LIABILITY ARISING FROM OR RELATED TO: (I) ANY DATA OR DATA OUTPUT CONTAINED IN THE MEDPRESENCE SOLUTION, (II) THE USE, MISUSE, ABUSE, IMPROPER, OR UNAUTHORIZED USE OF, OR INABILITY TO USE, THE MEDPRESENCE SOLUTION (IN WHOLE OR IN PART) OR ANY OTHER PRODUCTS OR SERVICES PROVIDED TO SUBSCRIBER BY OLYMPUS; OR (III) THE USE OF OTHER EQUIPMENT OR ANY OTHER PRODUCTS NOT MANUFACTURED BY OR SOLD UNDER THE OLYMPUS MARK (REGARDLESS OF WHETHER PURCHASED FROM OR FURNISHED BY OLYMPUS).

## 7. Limitation Of Liability

7.1 **Types of Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER OLYMPUS NOR ITS AFFILIATES OR SUPPLIERS SHALL BE LIABLE TO SUBSCRIBER OR AUTHORIZED USERS FOR ANY SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE INCLUDING DAMAGES OR COSTS DUE TO LOSS OF PROFITS, DATA, REVENUE, GOODWILL, PRODUCTION OR USE, BUSINESS INTERRUPTION, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR PERSONAL OR PROPERTY DAMAGE ARISING OUT OF OR IN CONNECTION WITH OLYMPUS’ PERFORMANCE HEREUNDER OR THE USE, MISUSE, OR INABILITY TO USE THE MEDPRESENCE SOLUTION OR OTHER PRODUCTS OR SERVICES HEREUNDER, REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, EVEN IF OLYMPUS HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES.

7.2 **Amount of Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE MAXIMUM LIABILITY OF OLYMPUS ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT OR THE MEDPRESENCE SOLUTION SHALL NOT EXCEED THE FEES PAID BY SUBSCRIBER TO OLYMPUS DURING THE TWELVE (12) MONTHS PRECEDING THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. IN NO EVENT SHALL OLYMPUS’ SUPPLIERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT. NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE OLYMPUS’ LIABILITY FOR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF OLYMPUS OR ITS EMPLOYEES OR AGENTS OR FOR DEATH OR PERSONAL INJURY.

7.3 **Basis of the Bargain.** The Parties agree that the limitations of liability set forth in this Section 7 (*Limitation of Liability*) shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy. The Parties acknowledge that the Fees have been set and the Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the Parties.

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## 8. Confidentiality

- 8.1 **Confidential Information.** During the Agreement Term, a Party (the “**Disclosing Party**”) may provide the other Party (the “**Receiving Party**”) with certain information regarding the Disclosing Party’s business, technology, products, or services or other confidential or proprietary information (collectively, “**Confidential Information**”). The Disclosing Party will mark all Confidential Information in tangible form as “confidential” or “proprietary” or with a similar legend, and identify all Confidential Information disclosed orally as confidential at the time of disclosure and provide a written summary of such Confidential Information within 30 days after such oral disclosure.
- 8.2 **Protection of Confidential Information.** The Receiving Party agrees that it will not use or disclose to any third party any Confidential Information of the Disclosing Party, except as expressly permitted under this Agreement. The Receiving Party will limit access to the Confidential Information to Authorized Users (with respect to Subscriber) or to those of its or its Affiliates’ personnel, agents or consultants who have a need for such access (with respect to Olympus), and in each case, who have confidentiality obligations no less restrictive than those set forth herein, and who have been informed of the confidential nature of such information. In addition, the Receiving Party will protect the Disclosing Party’s Confidential Information from unauthorized use, access, or disclosure in a substantially similar manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. Upon termination or expiry of this Agreement, the Receiving Party will destroy (or permanently erase in the case of electronic files) all copies of the Confidential Information that the Receiving Party does not have a continuing right to use under this Agreement, and the Receiving Party shall, upon request, provide to the Disclosing Party a written affidavit certifying compliance with this sentence.
- 8.3 **Exceptions.** The confidentiality obligations set forth in this Section 8 (*Confidentiality*) will not apply to any information that: (a) becomes generally available to the public through no fault of the Receiving Party; (b) is lawfully provided to the Receiving Party by a third party free of any confidentiality duties or obligations; (c) was already known to the Receiving Party at the time of disclosure; or (d) the Receiving Party can prove, by clear and convincing evidence, was independently developed by employees and contractors of the Receiving Party who had no access to the Disclosing Party’s Confidential Information. In addition, the Receiving Party may disclose Disclosing Party’s Confidential Information to the extent that such disclosure is necessary for the Receiving Party to enforce its rights under this Agreement or is required by Applicable Law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party promptly notifies the Disclosing Party in writing of such required disclosure and cooperates with the Disclosing Party if the Disclosing Party seeks an appropriate protective order.

## 9. Privacy

- 9.1 **Privacy Notice.** Any Personal Data that is provided to Olympus by or on behalf of Subscriber is subject to the Privacy Notice, which can be found at: [medical.olympusamerica.com/sites/default/files/pdf/MedPresence\\_Privacy\\_Notice.pdf](https://medical.olympusamerica.com/sites/default/files/pdf/MedPresence_Privacy_Notice.pdf)
- 9.2 **Compliance with Law.** Both Parties agree to comply with all Applicable Laws relating to privacy and/or data protection, including compliance with the Health Insurance Portability and Accountability Act (“**HIPAA**”) of 1996, as amended. Without limitation, Subscriber shall ensure that all individuals whose Personal Data is included in the Subscriber Materials or otherwise processed in connection with the Subscription Agreement are provided adequate notice regarding the use of the Application Services and for obtaining any and all consents and authorizations from such individuals necessary to provide the Subscriber Materials for use, storage, disclosure and other processing in the ways contemplated by this Subscription Agreement.

# Olympus MedPresence Subscription Agreement

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- 9.3 **HIPAA Compliance.** To the extent applicable to Olympus' obligations under this Agreement, Olympus shall implement safeguards, consistent with HIPAA requirements, regarding the use and disclosure of Protected Health Information ("PHI"), as defined by HIPAA. In the event Olympus is a Business Associate, as defined by HIPAA, Olympus and Subscriber agree that the Business Associate Agreement located at <http://medical.olympusamerica.com/baa> shall be incorporated into this agreement as if fully set forth herein.
- 9.4 **California Consumer Privacy Act.** For this section only, and only to the extent applicable, the following terms used in this Subscription Agreement shall have the same meaning as those terms in the California Consumer Privacy Act of 2018, as amended (the "CCPA"), respectively: Business Purpose, Consumer, Personal Information, Processes and Services. Pursuant to the terms of this Subscription Agreement: (a) Olympus processes information, including Personal Information, on behalf of Subscriber, (b) Subscriber discloses Consumers' Personal Information to Olympus for a Business Purpose, (c) Olympus is prohibited from retaining, using or disclosing such personal information for any purpose other than for the specific purpose of performing the Services specified in this Subscription Agreement for Subscriber, or as otherwise permitted by the CCPA.

## 10. Indemnification

- 10.1 **By Olympus.** In accordance with Section 10.3 (*Procedure*) and subject to the terms of this Agreement, Olympus will, at its own expense, defend or at its option settle, any suit brought against Subscriber, and will pay any damages and costs finally awarded in any such suit or agreed to in settlement thereof, if such suit is based on a claim by any third party alleging that the Application Services or Olympus Equipment misappropriates any trade secret recognized under the Uniform Trade Secrets Act or infringes any copyright or United States patent issued as of the Subscription Start Date. If any portion of the Olympus Equipment or Application Services becomes, or in Olympus's opinion is likely to become, the subject of a claim of misappropriation or infringement, Olympus may, at Olympus's option: (a) procure for Subscriber the right to continue using the Olympus Equipment or Application Services; (b) replace the Olympus Equipment or Application Services with non-infringing software or services which do not materially impair the functionality of the Olympus Equipment or Application Services; (c) modify the Olympus Equipment or Application Services so that it becomes non-infringing; or (d) terminate this Agreement and refund any Fees actually paid by Subscriber to Olympus for the remainder of the Subscription Term then in effect, and upon such termination, Subscriber and Authorized Users will immediately cease all use of the applicable Olympus Equipment or Application Services. Notwithstanding the foregoing, Olympus shall have no obligation under this Section 10.1 (By Olympus) or otherwise with respect to any claim based upon: (i) any Installation or use of the Olympus Equipment or Application Services by anyone other than Authorized Users or not in accordance with this Agreement; (ii) any use of the Olympus Equipment or Application Services in combination with other products, equipment, software or data not supplied by Olympus, including Other Equipment; (iii) any modification of the Olympus Equipment or Application Services by any person other than Olympus or its authorized agents; (iv) failure to update, upgrade or modify the Olympus Equipment or Application Services as directed by Olympus or any use of an older version of the Application Services or (vi) Subscriber's failure to maintain the Supported Environment. This subsection states the sole and exclusive remedy of Subscriber and the entire liability of Olympus, or any of the officers, directors, employees, shareholders, contractors or representatives of the foregoing, for infringement claims and actions described herein.

# Olympus MedPresence Subscription Agreement

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- 10.2 **By Subscriber.** In accordance with Section 10.3 (*Procedure*) and subject to the terms of this Agreement, Subscriber will indemnify, hold harmless and, at Olympus's request, defend Olympus, in each case at Subscriber's expense, from any suit brought against Olympus, and will pay any settlement Subscriber makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim by any third party arising out of or relating to: (a) Subscriber's or Authorized Users' use of the MedPresence Solution, except to the extent that Olympus is obligated to indemnify Subscriber, (b) the actual or alleged violation of Applicable Laws by Subscriber or Authorized Users, or (c) any breach of Section 6.3 (*Subscriber Warranty*), (d) improper Installation of the Olympus Equipment (where Olympus does not perform Installation) or improper use or maintenance of Olympus Equipment or (e) Subscriber's failure to pay any Taxes under this Agreement. This Section 10.2 (*By Subscriber*) states the sole and exclusive remedy of Olympus and the entire liability of Subscriber, or any of the officers, directors, employees, shareholders, contractors or representatives of the foregoing, for the claims and actions described herein.
- 10.3 **Procedure.** In accordance with this Section 10 (INDEMNIFICATION) and subject to the terms of this Agreement, the indemnified Party will provide the indemnifying Party with: (a) prompt written notice of any threatened or actual claim or suit for which the indemnified Party seeks indemnification (provided that failure to do so shall not waive an indemnifying Party's indemnification obligations except to the extent the indemnifying Party is materially prejudiced thereby); (b) exclusive control of the defense or settlement of any claim or suit to the extent provided herein; and (c) proper and full information, cooperation and assistance to facilitate the settlement or defense of any claim or suit.

## 11. Term And Termination

- 11.1 **Agreement Term.** Unless earlier terminated in accordance with the terms hereof, the term of this Agreement commences on the Effective Date and will continue until the date occurring 30 days after the first date on which there are no longer any Subscriptions in effect or scheduled to come into effect ("**Agreement Term**").
- 11.2 **Subscription Term.** Except as otherwise specified in a Quote and unless earlier terminated in accordance with the terms hereof: (a) the term of any Subscription commences on the Subscription Start Date and continues for an initial term of 12 months (the "**Initial Subscription Term**") and (b) Subscriptions will automatically renew for additional periods equal to 12 months at the then-current Fees, unless either Party gives the other notice of nonrenewal at least 60 days before the annual anniversary of the Subscription Start Date (each, a "**Renewal Subscription Term**," and, together with the Initial Subscription Term, the "**Subscription Term**").
- 11.3 **Agreement Suspension.** Without incurring any obligation or liability to Subscriber, any Authorized User, or other person, Olympus may suspend provision of the MedPresence Solution (or any component thereof) if Olympus reasonably determines: (a) Subscriber has breached its obligation to timely pay all Fees in accordance with Section 4 (*Fees and Expenses, Payments*) or (b) there has been a material breach of the restrictions set forth in Section 3.2 (*Limitations*). In each case, the suspension will continue until such breach has been remedied to Olympus' satisfaction.
- 11.4 **Subscription Termination.** Olympus may terminate a Subscription effective immediately as to Olympus Equipment in the event that Olympus receives notice that the Olympus Equipment has been moved, transferred or otherwise taken from Subscriber's custody or control. Such termination will not relieve Subscriber's obligation to pay Fees hereunder. Subscriber may terminate any Subscription for convenience by providing not less than 60 days' prior written notice Olympus, which termination will be effective [immediately] / [as of the last day of the calendar month following the month in which notice was given]. Subscriber will be entitled to a refund of any prepaid Fees for the remainder of the applicable Subscription Term.

# Olympus MedPresence Subscription Agreement

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- 11.5 **Agreement Termination.** A Party may terminate this Agreement immediately upon notice to the other Party if the other Party materially breaches this Agreement, and such breach remains uncured for more than 5 business days (for payment breach) or 30 days (for any other breach), after the breaching Party's receipt of written notice of such breach from the other Party.
- 11.6 **Effect of Termination or Expiration.** Upon termination or expiration of this Agreement or any Subscription, as applicable, for any reason: (a) all rights and obligations of both Parties, including all licenses granted hereunder, will immediately terminate (except for the license set forth in Section 3.4 (*Subscriber License*)); (b) within 10 days after the effective date of termination or expiration, each Party shall comply with the obligations to return all Confidential Information of the other Party, as set forth in Section 8 (*Confidentiality*), (c) if this Agreement is terminated by Subscriber pursuant to Section 11.4 (*Termination*), Olympus will refund Subscriber the prorated (by month), prepaid Fees covering the remainder of the Subscription Term after the effective date of termination, (d) Subscriber shall cease and shall cause Authorized Users to cease accessing or using the applicable MedPresence Solution in any form or manner, (e) Subscriber will return the Olympus Equipment and any boxed or unboxed Olympus owned supporting hardware, as described in Section 2.9 and (f) Subscriber's and Authorized Users' access to the Application Services will be automatically terminated, all passwords and individual accounts will be removed, and all Subscriber Materials that has been uploaded, submitted or entered into the Application Services by Subscriber or Authorized Users may be destroyed. All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement will survive such termination or expiration, including Section 1 (*Definitions*), Section 2.9(a) (*Return of Equipment*), Section 3 (*Intellectual Property*), Section 4 (*Fees and Expenses; Payments*), Section 6 (*Representations, Warranties and Disclaimers*), Section 7 (*Limitation of Liability*), Section 8 (*Confidentiality*), Section 10 (*Indemnification*), Section 11 (*Term and Termination*) and Section 12 (*Miscellaneous*).

## 12. Miscellaneous

- 12.1 **Discount Disclosure.** This Subscription Agreement may result in a discount or reduction in price for the Olympus Equipment and Service(s). Subscriber is obligated to properly disclose and appropriately reflect the net value or reduced prices of the Olympus Equipment and Subscription on applicable cost reports or in charges to Medicare, Medicaid, and other federal health insurance programs or state health insurance programs in accordance with Section 1128B(b)(3) of the Social Security Act, 42 U.S.C. §1320a-7b(b)(3). For purposes of proper reporting and disclosure to insurance programs, a more detailed breakdown of the costs is located on the Quote and invoices provided by Olympus, which should be retained and made available to federal or state governmental officials upon request. Please contact Olympus if further information is required.
- 12.2 **Insurance.** During the Agreement Term, Subscriber shall, at its own expense, maintain and carry insurance coverage of the type and with the limits customary to Subscriber's business and reasonably acceptable to Olympus. Upon the written request of Olympus, Subscriber shall promptly provide Olympus with copies of the certificates of insurance and policy endorsements for all insurance coverage required hereunder. This Section 12.2 (*Insurance*) shall not be construed in any manner as waiving, restricting, or limiting the liability of Subscriber for any obligations imposed under this Agreement (including any provisions requiring Subscriber to indemnify, defend, and hold Olympus harmless).

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- 12.3 **Governing Law and Venue.** This Agreement and any action related thereto (including the Services) will be governed and interpreted by and under the laws of the state of New York, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Both Parties expressly agree that any action relating to this Agreement shall exclusively be brought in New York, New York, and both Parties irrevocably consent to the jurisdiction of the state and federal courts located in New York, New York. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.
- 12.4 **Export.** Subscriber agrees not to export, re-export, or transfer, directly or indirectly, any U.S. technical data acquired from Olympus, or any products utilizing such data, including the MedPresence Solution (or any component thereof), in violation of the United States export laws or regulations.
- 12.5 **Severability.** If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by Applicable Law.
- 12.6 **Waiver.** Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- 12.7 **Remedies.** Except as otherwise expressly provided herein, the Parties' rights and remedies under this Agreement are cumulative. Subscriber acknowledges that the Services contain valuable trade secrets and proprietary information of Olympus, that any actual or threatened breach of Section 3 (*Intellectual Property*) or Section 8 (*Confidentiality*) or any other breach by Subscriber of its obligations with respect to Intellectual Property Rights of Olympus will constitute immediate, irreparable harm to Olympus for which monetary damages would be an inadequate remedy. In such case, Olympus will be entitled to immediate injunctive relief without the requirement of posting bond. If any legal action is brought to enforce this Agreement, the prevailing Party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.
- 12.8 **No Assignment.** Neither Party shall assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of the other Party, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void; provided, however, that: (a) Olympus may assign this Agreement in its entirety (including all Quotes), without consent of Subscriber, to any Olympus Affiliate, (b) Olympus may assign this Agreement in connection with the sale of all or substantially all of its assets related to this Agreement, and (c) either Party may assign this Agreement in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, without any consent of the other Party. The terms of this Agreement shall be binding upon the Parties and their respective successors and permitted assigns.
- 12.9 **Publicity.** Either Party may disclose that Subscriber has subscribed to the Services and Olympus may describe in general, non-confidential terms, this Agreement in its marketing materials. Any other disclosure shall require the prior approval of both Parties. If requested by Olympus, Subscriber agrees to serve as a reference account, participate in case studies and other promotional activity of Olympus, and participate in the creation of a mutually agreed upon press release announcing Subscriber's subscription to the Services.
- 12.10 **Force Majeure.** Any delay in the performance of any duties or obligations of a Party (except the payment of money owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, pandemic, epidemic or any other event beyond the control of such Party, provided that such Party uses reasonable efforts, under the circumstances, to notify the other Party of the cause of such delay and to resume performance as soon as possible.

# Olympus MedPresence Subscription Agreement

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- 12.11 **Independent Contractors.** Subscriber's relationship to Olympus is that of an independent contractor, and neither Party is an agent or partner of the other. Subscriber will not have, and will not represent to any third party that it has, any authority to act on behalf of Olympus.
- 12.12 **Notices.** Each Party must deliver all notices or other communications required or permitted under this Agreement in writing to the other Party at the address listed in the Quote by courier, certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Notice will be effective upon receipt or refusal of delivery. Each Party may change its address for receipt of notice by giving notice of such change to the other Party in accordance with this Section 12.12 (*Notices*).
- 12.13 **Entire Agreement.** This Agreement is the final, complete and exclusive agreement of the Parties with respect to the subject matters hereof and supersedes all prior discussions and agreements (oral or written) between the Parties with respect to such subject matters. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by an authorized signatory of Subscriber and Olympus.
- 12.14 **Interpretation.** Except where the context otherwise requires, wherever used the singular shall include the plural, the plural the singular, the use of any gender will be applicable to all genders (including masculine, feminine and neuter), and the words "or" and "any" are used in the inclusive sense. If any provision of this Agreement is held invalid or unenforceable by a court or other forum of competent jurisdiction, such invalidity or unenforceability shall not invalidate or render unenforceable the entirety of this Agreement. Unless a failure of consideration would result, the invalid or unenforceable provision will be deemed revised to the minimum extent necessary in order to make this Agreement valid and enforceable (provided this Agreement as revised continues to substantially reflect its original intent). Examples given in this Agreement, which may be preceded by "including," or similar language, are solely intended to be illustrative and are not limiting.

# Olympus MedPresence Subscription Agreement

## Exhibit A

### Service Level Agreement and Additional Services

#### 1. Software Maintenance Services

Corrective maintenance includes all tasks performed to identify, isolate and rectify a fault so the Application Service can be restored to an operational condition within the tolerance or limits established for in service operations. During the Agreement Term, Olympus shall provide support between the following hours and by the following means:

- a) Telephone support Monday through Friday, during 7:00 AM (EST) to 7:00 PM (EST), excluding holidays (“**Normal Working Hours**”). Calls received outside these hours will be forwarded to an answering service);
- b) Email support at integrationsupport@olympus.com is monitored during Normal Working Hours (emails received outside these hours will be received, however no action can be guaranteed until the start of the next Normal Working Hours);
- c) Remote support includes logging into Subscriber’s website and review logs and troubleshoot issues; and
- d) Subject to Section 2 of this Exhibit A, onsite assistance at the Customer Sites, guaranteed within 72 Normal Working Hours of the Call.

#### 2. On Site Assistance

Onsite assistance at the Customer Sites (as described in Section 1(d) of this Exhibit A) shall only be provided by Olympus in circumstances where Olympus is unable to resolve an issue via remote support (as described in Section 1(a)-1(c) of this Exhibit A). Onsite assistance shall only be provided as an additional service which is subject to additional Fees.

#### 3. Service Level Agreement

Once a request for support has been logged, Olympus shall use its best endeavours to respond to the request within the following timeframes:

Timeframes			
Priority	Code	Remote Response Time	Guidelines
Urgent	P1	1 hour	<ul style="list-style-type: none"><li>· Application Services are unavailable.</li><li>· Immediate restoration of Application Services is expected.</li><li>· Subscriber is unable to work and there is no work around.</li></ul>
High	P2	8 hours	<ul style="list-style-type: none"><li>· Partial loss of functionality of Application Services.</li><li>· Subscriber expects quick resolution with minor delays.</li><li>· May or may not be a work around however partial</li><li>· Application Services are possible/necessary.</li></ul>
Medium	P3	24 hours	<ul style="list-style-type: none"><li>· Application Services are not functioning correctly.</li><li>· Subscriber may be inconvenienced but can still perform tasks.</li><li>· May or may not be a work around however full restoration of the Application Services are possible but not the ideal solution.</li></ul>
Low	P4	48 hours	<ul style="list-style-type: none"><li>· Classified as a nice to have or future development.</li><li>· Subscribers experience may be able to be improved.</li><li>· Does not affect functionality or accuracy of information.</li></ul>
Planned	P5	N/A	<ul style="list-style-type: none"><li>· All work in an agreed timescale with the Subscriber.</li></ul>

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## 4. Additional Services

- (a) Training services – If requested by Subscriber, Olympus shall provide training services for an additional Fee. A remote session may be scheduled and quoted by Client Services.
- (b) Change requests – If requested by Subscriber, Olympus shall fulfil change requests for an additional Fee.
- (c) Additional IT services. If requested by Subscriber, Olympus shall provide the following additional IT services for an additional Fee:
  - System capability enhancements above standard implementation, in line with the intended use of the product;
  - IT consultation services & project management
  - Activities undertaken beyond the standard implementation.

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