



VERACITY™ SURGICAL TERMS AND CONDITIONS

These VERACITY™ *Surgical Terms and Conditions* (the “**Terms and Conditions**”) are applicable to any purchase order, quote, statement of work or other purchasing document or exhibit hereto (“**Schedule(s)**” together with the Terms and Conditions, the “**Agreement**”) related to VERACITY™ Surgical, a web-based cataract surgical planning software solution, including all Updates related thereto (the “**Solution**”). For the avoidance of doubt, this Agreement between Carl Zeiss Canada Limited (“**Supplier**” or “**ZEISS**”) and the party(ies) listed on the applicable Schedule (“**Customer**” or “**you**”) is applicable to any services provided by Supplier pursuant to a Schedule, including, without limitation, On-site Services and Remote Services. ZEISS’s agreement to provide the Solution and any services is conditioned on Customer’s assent to this Agreement and is limited to acceptance of this Agreement upon the Terms and Conditions, and no specific condition or terms issued by the Customer which may appear on the purchase order or on any document communicated by the Customer, shall apply to or prevail over this Agreement; all such conditions and terms are objected to and rejected. Provision of the Solution or any services to Customer does not constitute acceptance of any of Customer’s terms and conditions and does not serve to modify or amend this Agreement. For the avoidance of doubt, the Customer’s general terms and conditions, if any, are expressly excluded.

1. License. During the Term of this Agreement, and provided that Customer complies with the restrictions set forth in Section 3 (“**Restrictions**”) below, Supplier hereby grants to Customer a limited, non-exclusive, revocable, non-sublicensable and non-transferable license to use the Solution or software in object code for Customer’s internal business purposes of optimizing and personalizing patient care for cataract surgery (“**Purpose**”). Supplier authorizes any of Customer’s employees, consultants, and/or contractors to use the Solution for the performance of their duties relating to the Purpose; provided that such use shall be governed by Supplier’s procedures, including without limitation Customer providing each user with a separate password and user name in order to utilize the Solution. The Solution is licensed to the Customer, and not sold. Supplier reserves all rights not expressly granted to you under the Terms and Conditions.

2. Customer Obligations. Customer shall maintain their infrastructure and devices pursuant to Supplier’s guidelines during the Term. Customer shall ensure the following conditions are met during the Term: (a) Customer’s EMR provider must be supported by the Solution, provided, that the functionality of the Solution may change based on the supported EMR, and since some EMRs are integrated unidirectional only, not every functionality is available for the Solution, (b) Customer’s biometer device(s) must be supported by the Solution (“**Supported Devices**”), and such Supported Devices must each be: (i) attached to the Customer’s network and (ii) remotely accessible by Supplier, (c) broadband internet access is provided at each location where Customer accesses the Solution, and (d) Supplier must be able to remotely install a Solution component on a computer attached to Customer’s network at any time. In order for Customer to use the Barrett formula in the Solution based on data from a Supported Device, such Supported Device must have at least one licensed Barrett formula.

3. Customer Restrictions. Customer acknowledges that the Solution constitutes and contains certain intellectual property rights and trade secrets of Supplier and its licensors, and, in order to protect such trade secrets and other interests that Supplier and its licensors may have in the Solution, Customer agrees not to disassemble, decompile or reverse engineer the Solution nor permit any third party to do so. In addition, Customer will not (a) copy or modify the Solution, in whole or in part, (b) lease, lend or rent the Solution, use the Solution to provide service bureau, time sharing, rental, application services provider, software-as-a-service, hosting or other computer services to third parties, or otherwise make the functionality of the Solution available to third parties, (c) scan, probe, or test the vulnerability of the Solution or any service connected to the Solution, nor breach the authentication or security measures on the Solution or any network connected to the Solution, (d) trace, seek to trace, reverse look-up any information on any other user of or visitor to the Solution, or any other customer of Supplier, including any Supplier account not owned by you, to its source, or exploit the Solution or any service or information made available or offered by or through the Solution, in any way where the purpose

is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Solution, (e) attempt to gain unauthorized access to any portion or feature of the Solution, or any other systems or networks connected to the Solution or to any server of Supplier, or to any of the services offered on or through the Solution, by hacking, password “mining” or any other illegitimate means, (f) use any “spider,” “robot,” “deep-link,” “page-scrape,” or other automatic device, program, methodology or algorithm, or any similar or equivalent manual process, to acquire, access, copy or monitor any portion of the Solution, or in any way reproduce or circumvent the navigational structure or presentation of the Solution, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Solution; (g) use any software, device, or routine to interfere or attempt to interfere with the proper working of the Solution or any transaction being conducted on the Solution, or with any other person’s use of the Solution, (h) take any action, intentionally or unintentionally, that imposes an unreasonable or disproportionately large load on the infrastructure of the Solution or the systems or networks of Supplier, or any systems or networks connected to Supplier or the Solution, (i) use the Solution for any purpose that is unlawful or prohibited by this Agreement, or to solicit the performance of any illegal activity or other activity which infringes the rights of Supplier or others, (j) transmit or communicate any data that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, invasive of another’s privacy, hateful or racially, ethnically or otherwise objectionable, (k) impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity, (l) forge headers or otherwise manipulate identifiers in order to disguise the origin of any data transmitted to other parties, (m) transmit, access or communicate any data that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements); (n) transmit, access or communicate any data that infringes any patent, trademark, trade secret, copyright or other proprietary rights of Supplier or any third party, (o) transmit, introduce, or communicate any data that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or any telecommunications equipment, including, without limitation, the Solution, (p) interfere with service to any user of the Solution, host or network, including, without limitation, via means of submitting a virus to the Solution, overloading, “flooding”, “spamming”, “mailbombing” or “crashing”, or otherwise interfere with or disrupt or circumvent the Solution; (q) violate any applicable local, provincial, territorial, federal or international law, including securities laws and any regulations, requirements, procedures or policies in force from time to time relating to the Solution; (r) monitor traffic or make search requests in order to accumulate information about individual users or collect or store personal data about other users; or (s) modify, delete, or damage any information contained on the personal computer of any Solution user.

4. Registration. Upon registration, Customer agrees to provide current, accurate, and complete information required to register with the Solution and at other points as may be required in the course of using the Solution (“**Registration Data**”). Customer must have a valid email address to become a registered user of the Solution. Further, Customer agrees to maintain and update Customer’s Registration Data as required to keep it current, accurate, and complete. Customer agrees that Supplier and/or Customer’s EMR provider may store and use the Registration Data Customer provides for use in maintaining Customer’s account. Supplier and/or Customer’s EMR provider have the right to confirm or otherwise verify or check, in their sole discretion, the truth and accuracy of any registration information at any time. Customer consents to Supplier’s verification of Customer’s registration information, specifically, your name and address, against a third party database, which may be considered to constitute the collection of “personal information” or “credit information” under certain laws. Neither Supplier nor Customer’s EMR provider is making, as part of the registration process, and will not otherwise make, any type of inquiry to any third party regarding any individual’s credit history and personal financial information without first obtaining such individual’s express authorization to do so. Supplier may terminate your rights to any part of or the entire Solution if any information you provide is false, incomplete or inaccurate.

5. User Account. As a registered user of the Solution, Customer will establish a user account (“**User Account**”) along with user ID(s) and password(s) (“**Login Information**”). Customer will employ the security measures necessary to prevent unauthorized users from accessing the Solution and Customer’s Login Information. Customer is solely responsible for the maintenance of Customer’s Login Information and Customer’s User

Account. Customer accepts sole responsibility for, and will be liable for all access to the Solution in connection with Customer's Login Information and User Account. Customer will inform all authorized persons who are given access by Customer to the Solution that such materials are confidential and contain trade secrets of Supplier licensed to Customer as such. Without the prior written consent of Supplier and unless such third party enters into a written agreement with Supplier, Customer will not utilize the services of any third party to assist you in using the Solution. Customer will be responsible for all activities that occur under or in connection with Customer's User Account and Login Information. If Customer is an entity, only Customer's bona fide employees, duly authorized agents and representatives may use the Solution under Customer's User Account and this Agreement applies to all of Customer's employees, representatives, agents, and any other person or entity that accesses the Solution through Customer's User Account, and Customer shall be responsible for any breach of this Agreement by any of the foregoing as if each of the foregoing was a party to this Agreement.

6. Delivery and Acceptance. Supplier will deliver the Solution to Customer in the manner and timeframe described on the Schedule. Unless otherwise specified in the Schedule, the Solution will be deemed accepted upon installation. The Solution will be deployed remotely. Customer shall ensure all prerequisite Customer requirements in the Schedule have been completed prior to installation.

7. Services and Updates.

7.1 Remote Services and Updates. During the Term, Supplier shall provide the following services to Customer remotely (the "**Remote Services**"): install and reasonably monitor, access, troubleshoot problems and assist with user operations. In addition, Supplier will provide the Customer with Solution updates and upgrades made generally available to all of Supplier's customers, including any corrections, fixes, modifications, improvements to the Solution (collectively, "**Updates**"). For the avoidance of doubt, Supplier shall have no obligation to provide any Remote Services or Updates upon and following termination of this Agreement.

7.2 Exclusions to Remote Services. Supplier will have no obligation of any kind to provide Remote Services of any kind for problems in the operation or performance of the Solution to the extent caused by any of the following (each, a "**Customer-Generated Error**"): (a) non-Supplier software or hardware products or use of the Solution in conjunction therewith; (b) modifications to the Solution made by any party without Supplier's express written authorization; (c) Customer's use of the Solution other than as authorized in this Agreement or as provided in the documentation provided by Supplier; or (d) Customer's use of other than the most current version of the Solution or any error corrections or updates thereto provided by Supplier. If Supplier determines that it is necessary to perform Remote Services for a problem in the operation or performance of the Solution that is caused by a Customer-Generated Error, then Supplier will notify Customer thereof as soon as Supplier is aware of such Customer-Generated Error and Supplier will have the right to invoice Customer at Supplier's then-current published time and materials rates for all such maintenance services performed by Supplier. Furthermore, Remote Services shall not include any integration with an EMR after installation.

7.3 On-Site Services. Supplier may provide Customer with on-site services for or related to the Solution ("**On-site Services**") as may be described in one or more mutually agreed to Schedules which shall contain items such as a description of the services, the services rate(s), and the services period. Customer shall reimburse Supplier for travel and per diem expenses incurred in connection with On-site Services that are reasonable, necessary and pre-approved by Customer in writing for Supplier.

7.4 Subcontractors. Supplier may enter into contractual arrangements with independent contractors or subcontractors (collectively referred to as "**Subcontractors**") to perform or otherwise assist Supplier in providing the On-site Services or Remote Services, provided however, that Supplier will not be relieved of its obligations under this Agreement because of any act or failure to act by any such Subcontractor(s) and will be fully liable for all such acts and omissions of the Subcontractor(s).

8. Medical Treatment. The Solution is not intended to provide medical advice or guidance. Customer's medical personnel are solely responsible for making all diagnostic determinations, surgery plans, and all other treatment decisions for patients whose information is managed by the Solution.

9. Intellectual Property. Customer expressly acknowledges that Supplier and/or its licensor own all worldwide right, title and interest in and to the Solution, and any copies thereof, including all worldwide intellectual property rights therein. Customer will not delete or in any manner alter the copyright, trademark, and other proprietary rights notices appearing on the Solution as delivered to Customer. Supplier shall retain for Supplier all right, title and interest in any intellectual property created when performing any services or creating any other deliverables under this Agreement.

10. Third Party Technology. Any third party technology provided, made available, linked to, or otherwise accessible through the Solution ("**Third Party Technology**") is provided solely as a convenience to you and is not under the control of Supplier. Supplier does not endorse, recommend, or otherwise make any representations or warranties with respect to any Third Party Technology. Supplier does not have any responsibility or liability to you for any Third Party Technology which you access and you use it at your own risk. Further, you agree to comply with any and all terms and conditions applicable to the use of Third Party Technology and otherwise ensure that you have obtained all rights, licenses, and clearances that may be necessary to use such Third Party Technology.

11. Third Party Portals. This Solution may contain links to other independent third-party websites and URLs (collectively, "**Linked Portals**"). These Linked Portals are provided solely as a convenience to you. Such Linked Portals are not under the control of Supplier, and Supplier is not responsible for and does not endorse the content of such Linked Portals, including any information or materials contained on such Linked Portals. Supplier does not have any responsibility or liability for any such content, information or materials.

12. Payment and Terms.

12.1 Fees and Payment. Customer will pay Supplier the applicable fees for specified in a Schedule. A Schedule may contain one-time and recurring fees. Any recurring fees will be invoiced annually quarterly or monthly, as or unless otherwise specified in the Schedule. The initial invoice will be sent in the second month after installation of the Solution. All such fees and expenses will be due and payable within thirty (30) days after Customer's receipt of Supplier's invoice, unless otherwise specified in the Schedule. All past due amounts will incur interest at a rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less.

12.2 Payment Terms. Customer will pay all amounts due under this Agreement in Canadian currency, unless otherwise specified in the applicable Schedule. All fees payable under this Agreement are net amounts and are payable in full, without deduction for taxes or duties of any kind. Customer will be responsible for, and will promptly pay, all taxes and duties of any kind (including but not limited to sales, use and withholding taxes) associated with this Agreement or Customer's receipt or use of the Solution, Remote Services or On-Site Services, except for taxes based on Supplier's income. For Supplier to extend tax-exemption status to Buyer, Buyer must provide a tax-exemption certificate valid in the jurisdiction of the installation location prior to acceptance of the order.

13. Customer Representations & Warranties. Customer represents, warrants, and covenants to Supplier the following: (a) all information Customer provides to Supplier as part of the registration process or otherwise will be truthful, accurate and complete, irrespective of any independent verification or other determination made by Supplier; (b) Customer owns or controls the necessary rights and authority to grant the rights and permissions to Supplier made under this Agreement, and the exercise of such rights and permissions by Supplier will not violate or otherwise infringe the rights of any third party; (c) Customer has the full authority to act on behalf of any and all owners of any right, title or interest in and to Customer's API(s) that you provide to Supplier; (d) this Agreement

been duly and validly authorized, accepted, agreed to, and delivered by Customer (or Customer's authorized representative) and constitutes Customer's legal, valid, and binding obligation, enforceable against Customer in accordance with the Terms and Conditions; and (e) the performance by Customer of this Agreement and Customer's use of the Solution does not and will not conflict with or violate (1) any law, rule, regulation, order, judgment, decree, agreement, instrument, or obligation applicable to Customer, or (2) if you are an entity, any provision of Customer's organizational or governing documents.

14. DISCLAIMER. SUPPLIER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING TITLE, NONINFRINGEMENT, AND IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE OR TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM SUPPLIER OR ELSEWHERE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. THE SOLUTION AND ANY THIRD PARTY TECHNOLOGY ARE MADE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUPPLIER, ITS LICENSORS, AND SUPPLIERS MAKE NO WARRANTY, REPRESENTATION, OR GUARANTY: (1) AS TO THE CONTENT, SEQUENCE, ACCURACY, TIMELINESS, RELEVANCE, OR COMPLETENESS OF ANY CONTENT OF THE SOLUTION OR SOFTWARE OR ANY SERVICE PROVIDED BY SUPPLIER; (2) AS TO ANY INFORMATION OFFERED OR PROVIDED WITHIN OR THROUGH THE SOLUTION; OR (3) THAT THE SOLUTION MAY BE RELIED UPON FOR ANY REASON, WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ANY DEFECTS CAN OR WILL BE CORRECTED. FURTHER, YOUR USE OF THE SOLUTION AND ANY THIRD PARTY TECHNOLOGY IS AT YOUR OWN RISK. SUPPLIER DOES NOT WARRANT THAT THE SOLUTION OR THIRD PARTY TECHNOLOGY WILL MEET YOUR SPECIFIC REQUIREMENTS. TO THE EXTENT THAT SUPPLIER MAY NOT DISCLAIM ANY WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

15. Indemnification.

15.1 ZEISS Indemnification. Supplier will defend Customer and Customer's officers and directors from any allegations, claims, actions, suits or loss arising out of or relating to any claims of infringement of a third party's intellectual property rights arising from Customer's use or possession of the Solution provided that Customer: (a) promptly notifies Supplier in writing of the claim, provided however that the failure to promptly notify Supplier shall not reduce or affect the obligations of Supplier with respect thereto, except to the extent that Supplier is prejudiced thereby; and (b) provides Supplier, at Supplier's expense, with all assistance, information and authority reasonably required for the defense and settlement of the claim. If Customer's use or possession of any part of the Solution is or is likely to be enjoined as an infringement of any third party intellectual property rights, Supplier shall, at Supplier's option: (i) procure for Customer the right to continue to use the Solution under the terms of this Agreement; or (ii) replace or modify the Solution so that it is non-infringing. Supplier shall not be required to defend Customer from any intellectual property right infringement claim that results from: (I) Solution and/or services based on Customer's specifications; (II) modifications made to any of the Solution and/or services without Supplier's prior written approval; (III) use of the Solution and/or services by Customer other than in accordance with the provisions of this Agreement; (IV) use of the Solution and/or services by Customer with other hardware, software or any combination therefore other than in accordance with the provisions of this Agreement or other than as recommended by Supplier; or (V) infringement of any hardware or software not manufactured by Supplier or any of its affiliates. In no event will ZEISS's total liability to Buyer with respect to any infringement exceed the amount of fees paid by Customer to Supplier during the Term. THE PROVISIONS OF THIS SECTION 15.1 SET FORTH SUPPLIER'S SOLE AND EXCLUSIVE OBLIGATIONS, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF ANY KIND.

15.2 Customer Indemnification. Customer agrees to indemnify, defend, and hold harmless Supplier and its directors, officers and employees against any and all losses, liabilities, judgments, penalties, awards and costs, including costs of investigation and legal fees and expenses asserted against Supplier by a third party (collectively, a "Loss") arising from or relating to (a) any claim for professional negligence against Customer or any of its practitioners regarding the practice of any of the health professions, (b) Customer's breach of any of

Customer's representations, warranties, covenants, or other agreements made under this Agreement, (c) any claims by or disputes related to your use of the Solution between you and any third party, and any Data you provide to the Solution or otherwise transmit using the Solution. If Supplier receives a claim with respect to a potential Loss for which Supplier will or may seek indemnification (a "**Claim**"), Supplier shall provide Customer with notice of the existence of such Claim (provided that any delay by Supplier in providing such notice shall not relieve Customer from its indemnity obligations hereunder except to the extent that the Customer's defence of such Claim is prejudiced by such delay) and such information, documents and cooperation as are reasonably necessary to permit Customer to establish a defense to such Claim. Customer shall have the option to assume the defense of a Claim and to employ attorneys selected by it to defend it, in which case the costs and expenses of any such defense shall be the responsibility of Customer.

16. Limitation of Liability. SUPPLIER SHALL NOT HAVE ANY LIABILITY IN REGARD TO CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SUPPLIER'S TOTAL LIABILITY IN CONNECTION WITH OR UNDER THIS AGREEMENT (WHETHER UNDER THE THEORIES OF BREACH OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LAW) EXCEED THE FEES PAID BY CUSTOMER UNDER THIS AGREEMENT. The parties expressly acknowledge and agree that Supplier has set its prices and entered into this Agreement in reliance upon the limitations of liability specified herein, which allocate the risk between Customer and Supplier and form a basis of the bargain between the parties.

17. Confidential Information. Each party ("**Receiving Party**") acknowledges that, in the course of the performance of this Agreement, it may learn certain confidential and proprietary information about the other party's ("**Disclosing Party**") business and operations that has been identified as "confidential" or proprietary or that the receiving Party knows or has reason to know to be confidential, including, without limitation, patient data, information or personal health information ("**Confidential Information**"). Receiving Party agrees that it will keep all such information strictly confidential, and that it will not use it for any other purpose other than to exercise its rights and responsibilities under this Agreement, that it will not resell, transfer, or otherwise disclose such information to any third party without the Disclosing Party's specific, prior written consent. Receiving Party agrees that Disclosing Party is and shall remain the exclusive owner of Confidential Information disclosed hereunder and all patents, copyrights, trade secrets, trademarks and other intellectual property rights therein. Receiving Party shall, upon the request of Disclosing Party, return to Disclosing Party all drawings, documents and other tangible manifestations of Confidential Information received by Receiving Party pursuant to this Agreement (and all copies and reproductions thereof). The obligations in this provision shall remain in effect following termination of this Agreement. Specifically excluded from the Parties' confidentiality obligation is all information that: (a) was in the Receiving Party's legitimate possession prior to receipt of such information from Disclosing Party; (b) that can be proven to have been independently developed by personnel of Receiving Party; (c) was rightfully received from third parties and, to the best knowledge of Receiving Party, without a breach of any obligation of confidentiality to Disclosing Party; (d) is in the public domain through means other than by breach of this Agreement by Receiving Party; or (e) is disclosed pursuant to any judicial or government request, requirement or order, provided that the Receiving Party takes reasonable steps to provide the Disclosing Party the ability to contest such request, requirement or order. The parties acknowledge that Confidential Information has competitive value and that irreparable damage may result to the Disclosing Party if the Receiving Party discloses Confidential Information. The parties agree that legal proceedings at law or in equity, including injunctive relief, are appropriate in the event of a breach hereof without the duty of posting bond.

18. Term and Termination. This Agreement shall become effective upon installation of the Solution and shall continue for one year ("**Term**"), unless this Agreement is otherwise terminated pursuant to the terms of this Agreement. Either party may terminate this Agreement by giving at least thirty (30) days' prior written notice of termination. Supplier may immediately suspend or terminate your access to and use of the Solution as follows: (i) upon notice to you if you breach any term of this Agreement; or (ii) upon notice (if reasonably practicable) in the event of a security breach or other technical issue related to the Solution.

18.1 Effect of Termination. Upon termination of this Agreement by either party, Customer will discontinue further use of the Solution and any license granted shall immediately terminate, and Customer will promptly return to Supplier or (at Supplier's request) will destroy all copies of the Solution.

18.2 Survival. The following sections shall survive termination or expiration of this Agreement for any reason: 9 ("**Intellectual Property**"), 12 ("**Payment and Terms**"), 14 ("**Disclaimer**"), 15 ("**Indemnification**"), 16 ("**Limitation of Liability**"), 17 ("**Confidential Information**"), 18.1 ("**Effect of Termination**"), 18.2 ("**Survival**"), and 20 ("**General Terms**"). Termination or expiration of this Agreement shall not affect any liability of Customer for any breach of any provision of this Agreement prior to such termination or expiration.

19. Compliance.

19.1 Compliance with Laws. By entering into this Agreement, the parties specifically intend to comply with all applicable provincial, territorial and federal laws, rules and regulations, including without limitation privacy laws.

19.2 Personal Information. To the extent Supplier handles personal information as part of providing the Solution to the Customer, the parties agree to comply with the terms and conditions of the Privacy Addendum attached as Exhibit A and incorporated in this Agreement by reference.

19.3 Compliance Related Changes. The parties recognize that the law and regulations may change or may be clarified, and that terms of this Agreement may need to be revised, on advice of counsel, in order to remain in compliance with such changes or clarifications, and the parties agree to negotiate in good faith revisions to the term or terms that cause the potential or actual violation or noncompliance. In the event the parties are unable to agree to new or modified terms as required to bring the entire Agreement into compliance, either party may terminate this Agreement on thirty (30) days written notice to the other party, or earlier if necessary to prevent noncompliance with a deadline or effective date.

20. General Terms.

20.1 Choice of Law; Jurisdiction: Waiver of Trial by Jury. This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, and the courts in the Province of Ontario shall have non-exclusive jurisdiction in any disputes, actions, claims or causes of action arising out of or in connection with this Agreement. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sales of Goods and all related agreements, which shall not apply to this Agreement. EXCEPT WHERE PROHIBITED BY LAW, THE PARTIES EXPRESSLY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING ANY DISPUTE, CONTROVERSY, OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

20.2 Export Control. Customer agrees to comply fully with all relevant export and import laws and regulations of Canada ("**Export and Import Laws**") to ensure that neither the Solution, nor any direct product thereof are: (a) exported or re-exported directly or indirectly in violation of Export and Import Laws; or (b) used for any purposes prohibited by the Export and Import Laws.

20.3 Relationship of the Parties. No joint venture, partnership, employment, or agency relationship exists between Customer and Supplier as a result of this Agreement or use of the Solution or any related Remote Services or On-Site Services.

20.4 Waiver. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by the party in writing.

20.5 Severability. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of this Agreement will remain in full force and effect to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

20.6 Assignment. Customer may not assign this Agreement or any rights or obligations under this Agreement in full or in part by operation of law or otherwise, without ZEISS's prior written consent. Supplier may freely assign this Agreement and any of its rights under this Agreement.

20.7 Force Majeure. Supplier will not be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, pandemic or epidemic, shortages of or inability to obtain labor, energy, raw materials or supplies, war, terrorism, riot, acts of God or governmental action.

20.8 Notices. All notices or other communications required or permitted to be given to party under this Agreement shall be in writing (unless otherwise specifically provided herein) and delivered to the address listed on the applicable Schedule or as otherwise specified by the party.

20.9 Conflicting Terms. Unless otherwise mutually agreed in writing, in the event of any conflict or inconsistency between the Terms and Conditions and any Schedule or other document, including but not limited to, amendments, addenda, exhibits and statements of work or any other agreement incorporated in this Agreement, then the Terms and Conditions shall prevail.

20.10 Entire Agreement. This Agreement, together with any applicable Schedules, represents the entire agreement between Supplier and Customer with respect to the Solution and the services, obligations and responsibilities to be performed by the parties hereunder. Supplier and Customer agree that all other agreements, proposals, purchase orders, representations and other understandings concerning the subject matter of this Agreement, whether oral or written, between the parties are superseded in their entirety by this Agreement. No alterations or modifications of this Agreement will be valid unless made in writing and signed by the parties. No attachment, supplement or exhibit to this Agreement not expressly referred to or incorporated in this Agreement shall be valid unless initialed by an authorized signatory of Supplier and Customer.

Exhibit A
PRIVACY ADDENDUM

This Privacy Addendum (the “**Addendum**”) forms part of the VERACITY™ Surgical Terms and Conditions (the “**Agreement**”) entered into by and between Carl Zeiss Canada Limited (“**ZEISS**”) and Customer (as defined in the Agreement).

1. Definitions. For the purposes of this Addendum, the following terms have the following meanings, unless the context otherwise requires:
 - A. “access” means, in connection with Personal Information, mere access, regardless of whether or not the Personal Information is read, reviewed, handled, scanned, copied or otherwise used or dealt with.
 - B. “Authorized Personnel” means employees of ZEISS, ZEISS subcontractors, and employees of such subcontractors who have a need to access and use Personal Information for the provision of the Services.
 - C. “Personal Information” means identifiable personal information and personal health information, as defined by Privacy Law and which is processed by ZEISS in connection with the Services. Personal Information includes but is not limited to: (i) health information, including refraction information; (ii) biometric information for the unique identification of a natural person; (iii) identification information (name, UID, etc.); (iv) demographic information; (v) contact information; (vi) order history; and (vii) health insurance information.
 - D. “Privacy Commissioner” means the federal, provincial or territorial privacy commissioner in the jurisdiction in which Customer operates.
 - E. “Privacy Law” means the Canadian federal, provincial or territorial laws and regulations relating to privacy that are applicable to Customer.
 - F. “processing” means the collection, use, or disclosure, including, for greater certainty, any access, retention, modification, copying, storage, safeguarding, permitted de-identification or anonymization, or destruction of Personal Information; and “processed” and “process” have a corresponding meaning.
 - G. “Services” means the services performed by ZEISS under the Agreement.
 - H. “use” means, in relation to Personal Information, to handle Personal Information in any manner, including, without limitation, to copy, download and retain (whether temporarily or otherwise) Personal Information.
2. Compliance with Privacy Law. In processing Personal Information under the Agreement , ZEISS shall comply with all Privacy Laws.
3. Permitted Processing.
 - A. ZEISS agrees that it processes Personal Information only on behalf of Customer, and not on its own behalf.

- B. ZEISS shall process Personal Information only as required to (i) perform its obligations under the Agreement; or (ii) comply with Privacy Law, and for no other purposes. ZEISS shall only use as much Personal Information as is reasonably necessary to fulfill its obligations under the Agreement. By transmitting any Personal Information to ZEISS, Customer represents and covenants that it has the authority to permit ZEISS to process such Personal Information as part of the Services.
4. Authorized Personnel. In carrying out its own processing activities, ZEISS shall ensure that only Authorized Personnel are able to access and use Personal Information, and that any Authorized Personnel who have access to Personal Information are subject to binding obligations of confidentiality that are substantially similar to those imposed upon ZEISS in this Addendum.
5. Safeguards.
- A. ZEISS shall protect Personal Information by making reasonable administrative, technical and physical security arrangements against such risks as unauthorized access, collection, use, disclosure, destruction, alteration or disposal. The foregoing includes, but is not limited to retaining Personal Information in locked cabinets within secure premises or on secure servers, password protected systems (with strong password rules), encryption of data (both during transmission and storage), access controls, and training and awareness-raising measures on data privacy, information security, and compliance.
6. Notice and Assistance to Customer.
- A. ZEISS shall promptly notify Customer in writing (i) upon learning of any actual, reasonably suspected or attempted theft or loss of, unauthorized access to, or unauthorized disclosure or disposal of Personal Information (a "**Privacy Incident**"); and (ii) if ZEISS receives notice of an inquiry, complaint or investigation involving Personal Information.
- B. ZEISS shall provide reasonable co-operation and assistance to Customer in connection with (i) Customer's response to a Privacy Incident; and (ii) responding to any complaints or inquiries involving Personal Information or investigations connected therewith.
7. Individual Requests. If ZEISS receives a request from an individual to exercise their rights under Privacy Law, including any applicable right of access or right to amend or correct Personal Information, ZEISS shall promptly advise the requestor that it does not control Personal Information and shall direct the requestor to Customer. ZEISS shall reasonably cooperate with Customer in Customer's response to any such individual request.
8. Legally Compelled Disclosure. If ZEISS is required by law to disclose Personal Information, including pursuant to a subpoena or warrant, ZEISS shall promptly notify Customer of such obligation, unless prevented from doing so by law. Customer may then, at its own expense, seek a protective order or other appropriate remedy to block or limit such disclosure. Any such disclosure by ZEISS shall be limited to such Personal Information as ZEISS is required to provide by law.
9. Electronic Logs and Compliance Audit.
- A. With respect to Personal Information retained in electronic format, ZEISS shall (and shall require its subcontractors, as applicable), to the extent reasonably practical, and in a manner that is reasonably practical:

- (1) electronically log access by Authorized Personnel to Personal Information in a manner that permits Customer to identify the person who accessed the information, the type of information that was accessed, the identity of the individual to whom the information relates, if applicable, and the date and time of access;
- (2) electronically log transfers of Personal Information by Authorized Personnel in a manner that permits Customer to identify the person who transferred the data, the recipient and recipient address, and the date and time of the transfer; and
- (3) retain the logs referred to above through the term of the Agreement and for a period of at least one year following the termination or expiry of the Agreement.

10. Return or Destruction of Personal Information.

- A. ZEISS shall not dispose of any Personal Information unless authorized by Customer or required by Privacy Law.
- B. In the event of the termination of the Agreement, or at any other time on the written request of Customer, ZEISS shall securely deliver to Customer or securely destroy, all records in any form or format of Personal Information processed by ZEISS hereunder, and shall confirm that delivery or destruction to Customer in writing.

11. General.

- A. Conflict. To the extent of any inconsistency between any terms of this Addendum and the Agreement, the terms of this Addendum shall prevail.
- B. Survival. All provisions of this Addendum which, by their nature, ought to survive any termination of the Agreement shall survive any such termination for as long as ZEISS has custody or control of any Personal Information or as otherwise stated in this Addendum.