



General Terms and Conditions for Software Licensing

Carl Zeiss Philippines Pte., Ltd.

1. Subject matter of contract

1.1 This software licensing agreement (“**Agreement**”) is entered into between the parties listed, and as of the Effective Date stated on the applicable quotation for the software license provided by **Carl Zeiss Philippines Pte., Ltd.** or its affiliated companies or partners (“**ZEISS**”) to the customer (“**End User**”) on a one-time payment basis. These General Terms and Conditions (“**General T&C**”) sets forth the terms and conditions under which the End User may (i) install or use any or all components of the ZEISS’ proprietary software that is specifically licensed to the End User pursuant to an End User License Agreement for ZEISS device software (“ZEISS Software”); and (ii) use the user documentation that ZEISS makes generally available in hard copy or electronic form to its general customer base in conjunction with the licensing of such ZEISS Software.

1.2 ZEISS shall grant to the End User a remunerated, non-exclusive, non-transferable, non-sub-licensable right to use the ZEISS Software and the related documentation (subject matter of the agreement) for internal operations for the entire licensing period. The provision of any subsequent additions, updates, upgrades, patches, or other enhancements to the ZEISS Software shall be subject to the existence of a valid and subsisting software maintenance agreement between the Parties.

1.3 Any third-party software provided by ZEISS for joint use with the ZEISS Software for the End User’s use shall be subject to such third party’s software licensing terms. The licensing terms are stored on the data carrier respectively in a program package provided by ZEISS and/or are furnished at the time the ZEISS Software is installed.

1.4 In case ZEISS marks the ZEISS Software as an “update”, “upgrade”, or a “patch” the End User, in order to be able to use the ZEISS Software product, must have the respective license for a product which ZEISS designates as suitable for the update, upgrade or patch. A ZEISS Software product marked by ZEISS as an update, upgrade or a patch either replaces or supplements the original product serving as the basis for such an update or upgrade. The End User may only use the respective update, upgrade or patch in conformity with the provisions of this Agreement. In case the ZEISS Software is a component upgrade of a package of software programs which was licensed to you as an individual product, the ZEISS Software may only be used and transferred as a component of this individual product package. You may not separate it to use it on more than one computer unless agreed upon in writing.

2. Commencement and the right of use

2.1 The End User’s right to use the ZEISS Software shall commence only upon the full payment of the license fee to ZEISS. This right of use shall terminate automatically in the event of any breach by the End User of the licensing terms stipulated in this General T&C.

2.2 The right to use the installed version shall end once updates or upgrades are installed. The End User shall not be entitled to continue to use the previous version(s) and/or to provide it/them and/or sell it/them to third parties in any form whatsoever.

2.3 ZEISS shall retain the ownership of the ZEISS Software and the physical media contained in this package and any other copies that the End User is authorized to make pursuant to this Agreement. ZEISS hereby grants to the End User a non-exclusive license to use the ZEISS Software and the accompanying documentation, provided that the End User agrees to the following:

2.3.1 The End User may install the Software in a single location on a hard disk or other storage device of up to the number of computer licenses that have been purchased from ZEISS.

2.3.2. The End User may make one backup copy of the Software, provided that the End User’s backup copy is not installed or used on any computer.

2.4 The End User is not entitled to transfer or assign its rights or benefits granted to it or any of its obligations under the Agreement to any third party without the prior written consent of ZEISS.

2.5 In the event of material breach of this Agreement, ZEISS reserves the right to terminate this Agreement with immediate effect and to demand the return of the ZEISS Software together with its packages and backup files. Such the termination shall not in any way relieve the End User from the obligation to pay any compensation or any outstanding fees due to ZEISS.

2.6 The provisions in section 9 (obligation to delete), section 14 (intellectual property) and section 16 (confidentiality and personal data protection) shall survive the termination or expiration of the licensing.

3. Multiple use, hosting

3.1 The End User shall not copy or make the ZEISS Software available on any public or distributed network. The End User shall be entitled to have the ZEISS Software hosted by third-party provider solely for internal use and access by the End User. The End User shall not permit the third-party hosting provider to grant access to the ZEISS Software to any third parties. The End User shall ensure that any such hosting provider agrees in writing to comply with the provisions of this Agreement.

3.2 The MySQL software contained may not be used as a general SQL server or as a standalone application or together with other applications as a contractual software.

4. Decompilation and program modifications

4.1 Any unauthorized modifications, reverse engineering to the ZEISS Software and any other use including copy, distribution, share, sale, lease, rent, or making available to the public of the ZEISS Software, whether by the End User or any third party, are strictly prohibited. In particular, the Licensee must not use the ZEISS Software (i) on, or in combination with, any hardware other than the respective ZEISS device, (ii) in combination with any other software, or (iii) as standalone software.

4.2 The ZEISS Software may form part of, or be used in connection with, a medical device. Any unauthorized modifications to the ZEISS Software may impact regulatory approval, functionality or safety of the ZEISS Software or any associated medical device. ZEISS shall have no obligation and liability under this Agreement for any issues arising from unauthorized modifications not performed by ZEISS or ZEISS’ authorized representatives, including but not limited to error corrections, adaptations, or integrations.

4.3 All ownership rights, including intellectual property rights and copyrights to the ZEISS Software, the printed accompanying materials and to all copies of the ZEISS Software shall remain with ZEISS or ZEISS’s licensor. This ZEISS Software is protected by applicable copyright laws and provisions contained in international contracts. The Subscriber are not authorized to reproduce, distribute, or otherwise copy any printed materials accompanying the ZEISS Software.

4.4 The End User is not authorized to remove, obscure, modify or change any of ZEISS’s copyright or brand notices as well as any other properties serving program identification. This includes without limitation all notices and identifiers appearing in physical and/or electronic media or in the documentation, in the setup assistant or in the dialogue fields “Information about ...” and/or any other notices present or activated online, in the program code or other embodiments that were originally



contained in the ZEISS Software or produced by ZEISS in any other manner.

5. Warranty

5.1 ZEISS guarantees that, for the duration of the licensing period, the ZEISS Software provided to the End User shall conform to the functional software specifications described in the instructions for use, provided that the ZEISS Software has been installed on the designated system and in accordance with ZEISS's installation guidelines.

5.2 Only defects that can be reproduced at any time shall be considered to be software defects.

5.3 Any defects in the ZEISS Software provided, including the instructions for use and other related materials, shall be remedied by ZEISS within a reasonable period of time after the defect was reported by the End User. This is subject to the condition that, where applicable, a new regulatory approval of the ZEISS Software is required as a medical device before the ZEISS Software may be put back into operation. Defects will be resolved at ZEISS' discretion either by providing a repair or a replacement, at no additional cost to the End User.

5.4 In addition to the above, the statutory provisions regarding warranty of defects shall remain applicable.

6. Liability

6.1 In the event that, through ZEISS's fault, the ZEISS Software is unsuitable for contractual use by the End User as a result of the omission or improper implementation of suggestions and advice given before or after the conclusion of the contract or through the infringement of other additional contractual obligations, the terms of clauses 7 and 8 shall apply accordingly to the exclusion of any further claims of the End User. For damage not directly occurring to the software, hardware and connected equipment, ZEISS shall only be liable - on any legal grounds whatsoever - in the following cases:

- intent,
- gross negligence by ZEISS's managing bodies or senior executives,
- culpable injury to life, limb and health; defects that ZEISS has maliciously concealed or warranted would not be present;
- defects in the ZEISS Software to the extent ZEISS is liable under the applicable laws for personal injury or material damage caused to objects in private use.

6.2 In case of culpable violation of material contractual provisions, ZEISS shall also be liable in case of slight negligence, but restricted to damage typical for this type of agreement and foreseeable at the time the agreement is concluded.

6.3 In addition, ZEISS, its employees and vicarious agents shall be liable for the loss or alteration of data caused by program errors only to the extent that would be unavoidable, provided that the End User had fulfilled its data backup obligations at intervals commensurate with the application involved, but at least on a daily basis.

6.4 In the event of claims resulting from the violation of copyright, ZEISS shall procure for the End User the right to continue using the ZEISS Software or shall modify the ZEISS Software in a way that no violation of copyright exists. If this is not possible under economically reasonable conditions, ZEISS shall - to the exclusion of any further rights - terminate this agreement and End User's rights hereunder and provide End User, upon the return of the ZEISS Software pursuant to 9.1 below, as End User's sole remedy and ZEISS' sole liability for such termination, a refund of any prepaid, unused fees for the ZEISS Software calculated as of the effective date of the termination. This shall apply subject to the condition that the End User immediately notifies ZEISS in writing of any such claims and imparts responsibility for all defense measures including out-of-court settlements to ZEISS.

6.5 Any further claims of the End User shall be expressly excluded.

7. End User's duty to exercise proper care, risk

7.1 The End User undertakes to take adequate precautions to prevent any unauthorized access by third parties to the program and documentation. In particular, the End User shall instruct its employees not to grant unauthorized third parties access to the ZEISS Software.

7.2 The End User shall store the original data carriers respectively data packages supplied to it in a safe place protected from unauthorized access by third parties and shall expressly instruct its staff to comply with the existing licensing terms and copyright legislation. In particular, the End User shall instruct its employees not to produce any unauthorized copies of the ZEISS Software, of the instructions for use and of the installation instructions.

7.3 Should any of the End User's employees infringe the copyright or grant unauthorized third parties' access to the ZEISS Software, the End User undertakes to make every effort to contribute towards clarifying the violation, in particular to notify ZEISS of the relevant infringing act.

7.4 The End User shall bear the risk of accidental loss, destruction, or theft of the ZEISS Software. In the event of such loss or destruction, this Agreement shall automatically terminate with respect to the affected ZEISS Software. Notwithstanding the foregoing, the End User may request the issuance of a replacement software license and delivery of a new copy of the Software. In such case, the then-current applicable license fees shall apply and become immediately due.

8. Payment of Licensing

8.1 The software license fee shall be as quoted by ZEISS ("**License Fee**") unless otherwise agreed in writing. The License Fee shall be invoiced by ZEISS to the End User in advance as one-time payment.

8.2 All payments are non-refundable and subject to goods and services, value added tax, and other relevant taxes which may be prevailing at the relevant time, and are due within thirty (30) days from the date of the invoice. In the event of default in payment, ZEISS may demand default interest at an annual rate of four per cent (4%) above the base lending rate of Deutsche Bank, on any outstanding amounts due and owing by the End User to ZEISS, accruable and calculated on a daily basis from the due date to the date of full repayment (before and after judgment).

9. Obligation to delete

9.1 Upon termination of this Agreement for any reason, the End User's rights to the affected ZEISS Software, confidential information, and any other materials belonging to ZEISS (collectively "Materials") will cease immediately. The End User must immediately stop using such Materials and shall return such Materials to ZEISS or destroy all copies thereof (except for the copies retained for archival purposes). In addition, the End User shall provide ZEISS with written certification signed by an officer of End User, that all copies of the Materials have been returned or destroyed and that no copies have been retained by End User. Following termination, any continued use of the Materials by End User will constitute an infringement and/or misappropriation of ZEISS's proprietary rights in the Materials. ZEISS will have no further obligation or liability hereunder and all unpaid fees due under the Agreement will become due and payable to ZEISS immediately upon such termination.

9.2 Should the End User fail to comply with the stipulations in clauses 9.1 of this Agreement, ZEISS shall be entitled to claim any losses or damages arising therefrom, including but not limited to any costs associated with mitigating the breach. Any claims for damages by ZEISS shall remain unaffected by this stipulation.



9.3 The End User shall be deemed expressly informed that after termination of the Agreement, it may not continue to use the ZEISS Software and any violation of this stipulation constitutes a non-compliance with the copyright of the holder of the rights. Section 7.3 shall apply mutatis mutandis to the time after the termination of the contractual relationship.

10. Software Maintenance

10.1 The provisions in this Section 10 and 11 shall apply only if a separate software maintenance agreement is entered into between the Parties.

10.2 Subject to a valid and subsisting software maintenance agreement, ZEISS shall provide the software maintenance services only for the last main version of the ZEISS Software which was released by ZEISS. Current revision or version of the ZEISS Software must first be purchased by the End User under this Agreement.

10.3 The following items are expressly excluded from the scope of work and services to be provided by ZEISS under this Agreement and ZEISS may (but is not obliged to) carry out the same upon request by the End User, subject to separate charges payable by the End User in accordance with ZEISS' prevailing current standard rates:-

- a) the elimination of individual or specific program errors or faults:-
 - i. arising from, caused by and/or attributable to End User's own software, hardware or operating systems not included or comprised in the subject matter of the ZEISS Software;
 - ii. which are peculiar to the End User alone or are user-specific; and/or
 - iii. attributable to other equipment and programs of the End User's used in conjunction with the ZEISS Software or to any other reason external to the ZEISS Software;
- b) the elimination of errors or faults arising from, caused by and/or attributable to:
 - i. incorrect use or misuse of the ZEISS Software or operator or user error;
 - ii. unauthorised modifications made or permitted by the End User to be made to the ZEISS Software;
 - iii. unauthorised modifications made or permitted by the End User to be made to the hardware on which the ZEISS Software runs;
- c) the on-site installation of software revisions and updates and firmware supplements on individual devices, machine, or computers; and
- d) system and application related support provided on-site by ZEISS at the End User's request on the End User's premises.

11. Conditions of Software Maintenance

11.1 The End User must provide at its own cost and as specified by ZEISS, adequately configured computer hardware and firmware and the necessary input and output units in respect of the current revision or version of the ZEISS Software and operating system which the End User is using.

11.2 The End User must be a licensed user of the ZEISS Software in accordance with the database records maintained by ZEISS.

11.3 The End User's right to software maintenance as defined by the Agreement shall cease if the Customer itself or third parties make changes to or in the ZEISS Software to be maintained or to the computer and peripheral units, software revisions or updates, firmware supplements or documentation provided by ZEISS (or any part thereof), without the prior express written consent of ZEISS ("Unauthorised Modifications"), unless the Customer can prove, to the

reasonable satisfaction of ZEISS, that the said changes or modifications have no effect on the software maintenance services provided by ZEISS.

11.4 The End User shall provide all information reasonably required by ZEISS for the due fulfillment of its obligations under the software maintenance agreement.

11.5 ZEISS shall be entitled to have the software maintenance performed by or sub-contracted to third parties. The End User agrees that its name, address and the data contained in the Agreement can be communicated to the suppliers of operating systems for software, of computers and other instruments or instrument components, and to other third parties which ZEISS may choose for the performance of services to meet its obligations as defined by the software maintenance agreement.

12. Artificial Intelligence (AI)-based Functionality

12.1 Where the ZEISS Software includes artificial intelligence (AI)-based functionality, such functionality is provided solely as a clinical decision support tool and is not intended to replace the independent clinical judgment of qualified healthcare professionals. The ZEISS Software shall not be construed as a substitute for professional medical diagnosis, treatment, or decision-making. The End User acknowledges and agrees that it retains full and sole responsibility for (i) the review, evaluation, and interpretation of any AI-generated information or recommendations, and (ii) any clinical decisions or actions taken based on such information.

12.2 ZEISS makes no representations or warranties, express or implied, regarding the accuracy, completeness, reliability, or clinical efficacy of AI-generated outputs. To the maximum extent permitted by applicable law, ZEISS shall not be liable for any loss, damage, injury, or claim (including, without limitation, any direct, indirect, incidental, or consequential damages) arising out of or in connection with the End User's use of, or reliance upon, any AI-based functionality of the ZEISS Software.

13. Error messages and troubleshooting

13.1 The parties agree that each software revision or version only constitutes a specific development status of the data processing program and cannot, as such, be free from errors.

13.2 Errors of which ZEISS has been informed and which are not irrelevant to the respective program will be taken care of in the revision of the programs under the scope of general software revisions. The time and the manner of error rectification shall be at the discretion of ZEISS. A program error shall only be deemed present if the function of the program fails to coincide with the specifications of the documentation. It must be possible to describe the error and it must be reproducible at any time.

13.3 If ZEISS is unable to reproduce the error itself, it can endeavor to reproduce the error together with the End User on the latter's premises. The End User will support ZEISS in this process. If an error of which ZEISS was notified should turn out to be an application-related problem or a software error caused by the End User, ZEISS shall be entitled to charge the End User with the costs incurred.

14. Intellectual Property Rights

14.1 The End User shall be deemed expressly informed that all rights to the products, in particular intellectual property rights, including their developments, shall belong to the respective ZEISS and they reserve these rights.

14.2 Subject to the limited rights expressly granted in this Agreement all rights, title and interest in and to the ZEISS Software, including all



related Intellectual Property Rights (as defined below) shall remain the exclusive property of ZEISS or ZEISS' licensors. No rights are granted to the End User hereunder other than as expressly set forth herein.

14.3 For the purpose of this General T&C, "**Intellectual Property Rights**" means any intellectual property right or other (property) right throughout the world, in all media, now existing or created in the future, for all versions and elements, in all languages, and for the entire duration of such rights, arising under statutory or common law, contract, or otherwise, and whether or not registered or registrable, including (a) rights in all inventions, discoveries, utility models, patents, reissues of and reexamined patents, or patent applications (wherever filed and wherever issued, including continuations, continuations-in-part, substitutes, and divisions of such applications and all priority rights resulting from such applications) now existing or hereafter filed, issued or acquired; (b) rights associated with works of authorship, including database rights, copyrights, moral rights, copyright applications and copyright registrations; (c) rights in computer software and programs, source codes, or business methods; (d) rights in materials; (e) rights associated with trademarks, service marks, trade names, internet domain names, business names, logos, trade dress and the applications for registration and the registrations thereof; (f) rights relating to the protection of trade secrets, know-how and/or other confidential information; (g) design rights, whether registered or unregistered; and (h) rights analogous to those in this definition and any and all other proprietary rights relating to intangible property.

14.4 Subject to End User's compliance with the terms of this Agreement, ZEISS grants to the End User a non-exclusive, nontransferable, non-sublicensable right to use the ZEISS Software embedded in the purchased ZEISS Device to the extent this is necessary to properly use such ZEISS Software in accordance with any applicable software description.

15. Final provisions

15.1 All agreements involving changes, amendments or a concretization of these licensing terms and any special warranties and/or guarantees of a certain condition and arrangements shall be laid down in writing. If they are declared by representatives of ZEISS, they shall only be binding if ZEISS has given its written consent.

15.2 In the event that any one or several of the provisions of this agreement are or become invalid, the validity of the remainder of the agreement shall remain unaffected thereby. In such event, the parties shall replace the invalid provision with a provision which best approximates the original provision in a legally admissible way.

15.3 ZEISS is a member of the ZEISS international group of companies, whose headquarters are in Oberkochen, Germany. Accordingly, ZEISS may perform any of its obligations or exercise any of its rights hereunder by itself, or through, or assign or transfer any of our rights hereunder to, any other member of the ZEISS international group of companies, provided that any act or omission of any such other member shall be deemed to be ZEISS' act or omission.

15.4 The laws of The Republic of Philippines shall govern and be used to construe the terms of this software licensing agreement. In the event of a dispute, the parties shall first attempt to settle any disputes (including any disputed claims) in connection with the Contract amicably between the parties. Any disputes, controversies, or differences which may arise between the Parties, out of or in relation to or in connection with this Contract, including any question regarding its existence, validity or termination, or the breach thereof, which cannot be amicably resolved by the Parties as provided in the Contract may at the aggrieved party's election be referred to and finally resolved by (i) a court of competent jurisdiction under the laws of The Republic of; or (ii) arbitration in The Republic of Philippines in accordance with the Arbitration Rules of Philippine Dispute Resolution

Center ("PDRC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The parties agree that before referring to any dispute or difference to arbitration or court proceedings, they shall consider resolving the dispute or difference through formal mediation. If both parties agree to attempt resolving the dispute through mediation, the parties agree to do so at The Philippine Mediation Center Office (PMCO) in accordance with its prevailing prescribed form, rules and procedures. The provision herein shall not amount to any legal obligation on the part of either party to attempt mediation or the extent to which they shall do so, as a means of resolving their dispute or difference.

15.5 In case the End User does not have a place of jurisdiction in The Republic of Philippines, the place of jurisdiction shall still be The Republic of Philippines.

15.6 Due to the incorporation of Open-Source Software the particular licenses apply additionally according to the FOSS Disclosure Statement.

16. Confidentiality and Personal Data Protection

16.1 Unless expressly agreed otherwise in writing, information provided to ZEISS in connection with orders shall not be considered confidential unless confidentiality is evident or expressly marked by the End User.

16.2 ZEISS' data privacy notice can be found at: <https://www.zeiss.com/data-protection/en/home.html?vaURL=www.zeiss.com/data-protection>

16.3 ZEISS is entitled to process personal data of the End User and to transmit it to affiliated companies of ZEISS Group, provided that this is necessary for the performance of the contract or data subjects have consented. Any data subject is entitled to request information regarding the content and use of the personal data processed by ZEISS. Any request by a data subject shall be addressed to ZEISS Group company using these Terms and Conditions and will be handled in accordance with the applicable data protection laws and regulations. ZEISS and the End User shall comply with the applicable data protection laws and regulations, the European General Data Protection Regulation (GDPR) as well as additional contractual requirements.

17. Confirmation of receipt of information

17.1 The End User is aware of the use of the present licensing terms by ZEISS. It had reasonable opportunity to become familiar with the contents of the agreement.

Valid from January 2026