DATA PROCESSING SCHEDULE OF ICARE ILLUME CONNECT SOFTWARE TERMS OF SERVICE

1 BACKGROUND AND PURPOSE OF SCHEDULE

This Schedule sets out the terms and conditions for the processing of the Personal Data by CenterVue S.p.A ("**Supplier**") and the Customer in connection with the Supplier's provision of the Software Service and/or other Services to the Customer based on the Agreement. This Schedule is an integral part of the Agreement and the iCare ILLUME CONNECT Software Terms of Service.

2 DEFINITIONS

The following terms shall have the meanings assigned to them herein. Other defined terms have the meaning assigned to them in the iCare ILLUME CONNECT Software Terms of Service.

"Laws" means the EU General Data Protection Regulation 2016/679 ("**GDPR**").

"Personal Data" means any information relating to an identified or identifiable natural person ("**Data Subject"**) which information is submitted by or on behalf of the Customer into the Software Service or otherwise Processed by the Supplier under the Agreement on behalf of the Customer, when the Customer is the personal data controller of such information. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

"Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, the Personal Data transmitted, stored or otherwise Processed.

"Process" or "Processing" means any operation or set of operations which is performed on the Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"Separate Pricing" is defined in Section 3 of this Schedule.

3 PROCESSING AND THE SUPPLIER'S DUTIES

3.1 The Supplier may not use the Personal Data for other purposes than to provide the Services to the Customer and based on documented instructions from the Customer, unless required to do so by European Union ("**EU**") or EU Member State law to which the Supplier is subject. In such a case, the Supplier shall inform the Customer of that legal requirement before the Processing, unless that law prohibits such information on important grounds of public interest. Such documented instructions of the Customer are hereby given by the Customer to the Supplier and the instructions are limited to: the Customer gives the Supplier instructions to Process the Personal Data in order for the Supplier and its Sub-Processors to provide the Software Service and/or other Services in accordance with the Service specification of the Supplier as amended by the Supplier from time to time. If the Customer desires to amend its documented instructions or give new documented instructions to the Supplier, the compliance with the amended and new instructions may be priced by the Supplier in accordance with the Separate Pricing. The Supplier is entitled to trust that the Customer's instructions are lawful and correct. The Customer can also opt-in that its users can receive electronic offers and recommendations for new or changed services and products, which can be considered as direct marketing by electronic means. In case the Customer selects this opt-in option, the Customer warrants that the Supplier is authorized to send such offers and recommendations to users. In addition, the Supplier can send to the Customer's users information on the Services, such as tips in order to use the Services and information on new or changed functionalities included in the Customer's Services.

3.2 If, based on the Laws or otherwise, the Supplier is required to assist the Customer in performing the Customer's obligations related to Personal Data (such as obligations to respond to requests for exercising the Data Subjects' rights) or if the Supplier is otherwise required to perform any other tasks or activities relating to the Personal Data or the Processing that are not the Supplier's Software Service and/or other Service duties, the Customer shall pay to the Supplier a reasonable separate price for such tasks and activities in accordance with the applicable hourly/daily pricing in accordance with Supplier' then-current general price list ("**Separate Pricing**"). These tasks or activities can be e.g. providing information to a Data Subject, removing or transferring Personal Data or responding or reporting to data protection authorities or allowing audits or inspections. If the Supplier charges Separate Pricing, the Supplier notifies the Customer of the estimated work load and cost for the Customer's approval.

3.3 The Supplier shall carry out the technical and organisational measures in the provision of the Software Service according to Article 32 of the GDPR for securing the Personal Data against unauthorised access and accidental or unlawful destruction. The Customer shall pay for the additional security methods if requested by the Customer and agreed to be implemented by the Supplier.

3.4 After the termination or expiration of the Agreement, the Supplier shall at the choice of the Customer either destroy the Personal Data or return the Personal Data to the Customer, and delete existing copies unless EU or EU Member State law requires storage of the Personal Data by the Supplier. In accordance with the Separate Pricing, the Supplier is allowed to charge a price for its activities required to return the Personal Data. For clarity it is mentioned, that the Referring Third-Party alone decides on the erasure and transition of the Referred Data. The

Personal Data in the Referred Data provided by the Referring Third-Party is not Processed on behalf of the Customer.

3.5 The types of the Personal Data and the categories of the Data Subjects are:

Software Service users' Personal Data: Email addresses, names and other contact information and log data (e.g., in support tickets and in systems).

THE CUSTOMER AGREES TO INSTRUCT ITS USERS AND SHALL ENSURE THAT IT OR ANY OF ITS USERS DO NOT ENTER INTO THE SOFTWARE SERVICE OR INTO ANY SUPPORT REQUEST OR IN ANY SUPPORT TICKET ANY PATIENT DATA, HEALTH INFORMATION OR ANY OTHER PERSONAL DATA CONCERNING HEALTH. THIS APPLIES, FOR THE AVOIDANCE OF DOUBT, TO SAID DATA IN ANY FORMAT, INCLUDING BUT NOT LIMITED TO DATA IN PSEUDONYMIZED FORMAT. THE CUSTOMER UNDERSTANDS THAT PERSONAL DATA IS TRANSMITTED AUTOMATICALLY VIA THE INTERNET INTO THE SOFTWARE SERVICE.

3.6 The Supplier shall:

ensure that persons authorised to Process the Personal Data on its behalf have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

(a) in accordance with the Separate Pricing and taking into account the nature of the Processing and the information available to the Supplier, assist the Customer in ensuring compliance with the Customer's personal data controller obligations pursuant to Articles 32 to 36 of the GDPR;

(b) in accordance with the Separate Pricing and taking into account the nature of the Processing, assist the Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the Data Subjects' rights laid down in Chapter III of the GDPR; and

(c) in accordance with the Separate Pricing, make available to the Customer all information necessary to demonstrate compliance with the obligations laid down in the Article 28 of the GDPR and allow for and contribute to audits required in the Laws, including inspections, conducted by the Customer or another auditor mandated by the Customer and required in the Laws. The Customer shall notify the Supplier of the audit in writing at least thirty (30) days in advance. The auditor may not be a competitor of the Supplier. The information regarding the Supplier's operations learnt during the audits are the Supplier's trade secrets. The Customer is liable for the auditor's compliance with the terms of the Agreement. The audit may not endanger the Supplier's or its other clients' deliveries, quality, security or confidentiality.

4 NOTIFICATION OF PERSONAL DATA BREACH

4.1 The Supplier shall notify the Customer without undue delay after becoming aware of a Personal Data Breach in the Software Service.

4.2 The Supplier shall assist the Customer in ensuring compliance with the Customer's obligations pursuant to Laws to notify the Personal Data Breach to the supervisory authority and/or to the Data Subjects, taking into account the nature of the Processing and the information available to the Supplier. If the Supplier or its subcontractor has not caused the Personal Data Breach by its fault, the Customer shall pay to the Supplier for such assistance in accordance with the Separate Pricing.

5 USE OF SUB-PROCESSORS

5.1 The Customer gives the Supplier a general authorisation to engage other processors ("**Sub-Processor(s)**") to Process the Personal Data.

5.2 A list of the Supplier's current Sub-Processor(s) is in Appendix 1 to this Schedule. The Supplier will notify the Customer of intended changes concerning the engagement of new Sub-Processor(s). The Customer has fourteen (14) days after receiving such notification to object to the engagement of new Sub-Processor(s) in writing, including valid reasonable reasoning for the objection. If the Customer objects to the engagement of a new Sub-Processor as permitted herein and if the Supplier does not change the Software Service and/or the other Services to avoid the Processing of the Personal Data by that new Sub-Processor within sixty (60) days after receiving such objection, either Party may terminate the Agreement with respect to the Software Service and/or the other Services to the extent provided by the Supplier by using that Sub-Processor, by giving the other Party a thirty (30) days' written notice. Such termination is the Customer's sole and exclusive remedy. It is noted and agreed that the Sub-Processors defined in Appendix 1 can have shorter times to notify the Supplier of the changes concerning the engagement of their sub-processors, and therefore the process in this sub-section does not apply to such changes.

5.3 Where the Supplier engages a Sub-Processor for carrying out specific Processing activities on behalf of the Customer, the Supplier shall do so by way of a contract which imposes on the Sub-Processor, in substance, materially the same data protection obligations as the ones imposed on the Supplier in accordance with this Schedule. Further information in Appendix 1 to this Schedule.

6 TRANSFER OF PERSONAL DATA TO THIRD COUNTRIES

6.1 The Supplier and its Sub-Processors might transfer the Personal Data to countries outside the European Economic Area (EEA) and European Union (EU) ("**Third Country**") for the purposes set out in this Schedule. Further information in Appendix 1: Sub-Processors.

6.2 The legal basis for the transfer of the Personal Data to Third Countries is the Supplier's or its subcontractors' and/or suppliers' Binding Corporate Rules, European Commission's Standard Contractual Clauses for the transfer of Personal Data to processors established in third countries ("**Standard Contractual Clauses**"), alternative data export mechanisms for the lawful transfer of Personal Data (as recognized under GDPR) or other legal basis. Further information in Appendix 1: Sub-Processors.

7 CUSTOMER'S DUTIES

The Customer warrants that: (a) the Personal Data has been obtained lawfully; (b) the Software Service and other Services to be provided by the Supplier and its Sub-Processors and other subcontractors will be consistent with and appropriate to the specified and lawful purposes for which the Customer is engaged in relation to the Personal Data; (c) the Customer will not disclose the Personal Data or any part thereof to the Supplier or its Sub-Processors or other subcontractors in a manner incompatible with applicable legislation; and (d) the Supplier and its Sub-Processors and other subcontractors are authorized to Process the Personal Data under other applicable legislation.

8 LIMITATIONS OF LIABILITY

The limitations and disclaimers of liability in the iCare ILLUME CONNECT Software Terms of Service apply to this Schedule as well.

9 APPENDICES

Appendix 1: Sub-Processors

APPENDIX 1 SUB-PROCESSOR(S)

Name	Address	Purpose of Procsing	Further Information
Thirona B.V.	Toernooiveld 300 (6525 EC) Nijmegen, the Netherlands. Registered in the Dutch Chamber of Commerce under number 60119063	RetCAD Software as a Service, cloud-based images analysis	Thirona will receive and process Personal Data only in pseudonymized format. In addition to providing services to the Supplier, the sub-processor may anonymize the personal data and use the anonymized data solely for the purpose to fulfill its obligations under the Medical Device Regulation (EU, 5 April 2017). Processing within EEA.
Amazon Web Services EMEA SARL	38 Avenue John F. Kennedy, L-1855, Luxembourg	Cloud hosting and data storage as the Supplier's and as Thirona B.V.'s service provider Amazon Simple Email Service	The Supplier has specified that the location(s) where Personal Data will be processed within the AWS Network is the EEA region. AWS is thus committed not to transfer Personal Data from this selected region except as necessary to provide the services initiated by the Supplier or Thirona B.V., or as necessary to comply with the law or binding order of a governmental body. The Supplier and Thirona B.V. have selected only services where processing of personal data for those services is within EEA. Further information: Link to AWS DPA: https://d1.awsstatic.com/legal/aws-gdpr/AWS_GDPR_DPA.pdf Link to AWS Supplementary addendum: https://d1.awsstatic.com/Supplementary_Addendum_to_the_AWS_GDPR_DPA.pdf https://aws.amazon.com/compliance/sub-processors/
Zendesk, Inc.	989 Market St San Francisco, CA 94103, USA	Support ticketing system provider	Link to Zendesk DPA: https://www.zendesk.com/company/data-processing-form/ The Supplier has selected that Zendesk will host personal data in the EEA, but Zendesk and its sub-processors can transfer and process the personal data outside EEA as set out in the Zendesk DPA.
The Rocket Science Group LLC d/b/a Mailchimp (together with its Affiliates, "Mailchimp")	675 Ponce de Leon Ave NE, Suite 5000, Atlanta, GA 30308 USA	Email delivery of account setup, user authentication and user notifications Only Personal Data processed by Mailchimp will be name and email. No patient data or health information.	The Sub-processors currently engaged by Mailchimp are available here. Link to Mailchimp DPA: https://mailchimp.com/en-gb/legal/data-processing-addendum/ Mailchimp may transfer and process Customer Data to and in the United States and anywhere else in the world where Mailchimp, its Affiliates or its Sub-processors maintain data processing operations. Further information in the Mailchimp DPA.