

Lab Manager Subscription Agreement

between

Sysmex Europe SE,
Bornbarch 1,
22848 Norderstedt, Germany
hereinafter called "Sysmex"

and

Lab Manager Customer,
hereinafter called "Customer".

These terms and conditions shall apply to use of access as a so-called "*Lab Manager*" via the Platform Caresphere Academy made available by Sysmex.

I. Subject-matter of this Contract

Sysmex offers special, subscribable access as a so-called *Lab Manager* via the Platform Caresphere Academy. Access as a *Lab Manager* enables digital management of employee training. For this, the employees are set up as "users". By way of the *Lab Manager*, it is possible to document Sysmex training as well as training outside of Sysmex products, so that a user's entire training history is managed centrally.

By way of access as a *Lab Manager*, Sysmex training can be booked for the desired number of participants via our booking portal Caresphere Academy. The precise details of the training can be gathered from the respective website descriptions. The training for the users is booked by clicking on the "Enrol now" button. The Customer shall then

receive from Sysmex confirmation of the booking, at which time the contract shall enter into effect.

Sysmex reserves the right to not accept, or only partly accept, bookings from the Customer without having to give reasons. The Customer shall have no entitlement to specific booking of training, unless otherwise expressly stipulated. Furthermore, Sysmex reserves the right to temporarily or permanently cease making certain training available for retrieval. The Customer shall have no entitlement to specific availability of training, unless otherwise expressly stipulated.

II. Term

The subscription for the *Lab Manager* access shall run for a period of one year from the installation date.

The subscription may be terminated with 3 months' notice with effect from the expiration of the Contract. If no

notice of termination is given, the Contract shall invariably be renewed for one further year.

III. Liability and Warranty

Sysmex gives no assurances or guarantees that the results intended will arise as a result of use of our *Lab Manager*. In particular, Sysmex

shall not owe any specific successes, results or other outcomes intended by the Customer.

Sysmex shall not be liable for loss that is incurred outside of its sphere of responsibility or is attributable to the training not having been used as intended. Sysmex shall, regardless of the legal grounds, only be liable for loss caused with wrongful intent or by gross negligence or for culpably caused loss arising from mortal injury, physical injury or health damage, or in cases of culpable breach of a material contractual principal duty or cardinal duty where fulfilment is a prerequisite for the proper implementation of the Contract, a breach would jeopardise the attainment of the purpose of the Contract, or compliance would normally be expected. In such cases, Sysmex's liability shall be limited to the foreseeable loss typical of this type of contract. Further liability on the part of Sysmex is hereby ruled out. Liability under the *Produkthaftungsgesetz* [Product Liability Act] shall remain unaffected by these terms and conditions.

IV. Data Protection, Availability and other Provisions

Sysmex's provisions on data protection, available at <https://www.sysmex-europe.com/n/legal>, are deemed to be part of these terms and conditions.

By way of the *Lab Manager*, Sysmex offers services for managing its employees' training. In the process, personal data will be collected, processed and/or used, for which Sysmex shall act as a commissioned data processor. For this reason, Sysmex offers a commissioned data processing contract relating to this Lab Manager Contract.

The Customer shall be independently obliged to meet the minimum technical requirements (e.g. installed programme for retrieving the commonly used video players, stable broadband Internet connection) for participation in Sysmex training.

Sysmex shall endeavour to continually provide *Lab Manager* access without disruptions, insofar as possible. However, continual access without disruptions is not technically possible. Therefore, Sysmex provides no warranty for trouble-free provision of the training or for any specific availability of the training. In particular, Sysmex may need to wholly or partly, temporarily or permanently restrict access thereto or to certain features. Additionally, there shall be no entitlement that individual features be kept permanently available by Sysmex. In particular, Sysmex may adapt, alter or discontinue individual features at any time.

German law shall exclusively apply. Hamburg is the exclusive place of jurisdiction for disputes arising from these terms and conditions.