

LAERDAL SERVICE TERMS

PLEASE READ CAREFULLY BEFORE ACCESSING ANY SOFTWARE FROM LAERDAL WEBSITES:

These LAERDAL Service Terms form part of a legal agreement between the parties defined as Customer (also referred to as “you” or “your”) and LAERDAL in the relevant applicable Quote Form for:

- SimCapture Subscription Software (“**SimCapture Subscription Software**”); and
- online OR electronic documents (“**Documentation**”).

LAERDAL licenses the use of the SimCapture Subscription Software and Documents to the Customer on the basis of these LAERDAL Service Terms and any applicable Quote Form. LAERDAL does not sell the SimCapture Subscription Software or Documents to the Customer. LAERDAL remain the owner of the SimCapture Subscription Software and Documents at all times.

IMPORTANT NOTICE TO ALL USERS:

BY CHECKING THE “ACCEPT” BUTTON ON THE RELEVANT LAERDAL WEBFORM, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE AN AUTHORISED REPRESENTATIVE OF THE COMPANY OR ORGANISATION DEFINED AS CUSTOMER IN THE APPLICABLE QUOTE FORM. YOU REPRESENT THAT YOU HAVE THE CAPACITY AND AUTHORITY TO BIND THE CUSTOMER TO THE AGREEMENT WITH LAERDAL.

DEFINITIONS

“**Agreement**” means the LAERDAL Service Terms and any applicable QUOTE Form which incorporates the LAERDAL Service Terms and other Schedules by reference.

“**Authorized User**” means those individual users of the Service limited to Customer, its employees, its faculty, its students and others participating in simulation training activities organized by or on behalf of Customer, all of whom are expressly authorized by Customer to use the Service, as specified in any applicable QUOTE Form.

“**Authorized User Subscriptions**” the Authorized User Subscriptions purchased by the Customer pursuant to the applicable QUOTE Form which entitles Authorized Users to access and use the Service during the Term in accordance with this Agreement.

“**Customer Data**” means any data, information or material submitted to LAERDAL or inputted by Customer or by any Authorized User into the Service for the purpose of using the Service or facilitating the Customer’s use of the Service or any Output as defined below.

“**Data Protection Legislation**”: all applicable laws relating to the protection of personal data and/or the privacy of natural persons including (without limitation) the General Data Protection Regulation EU 679/2016 (“**GDPR**”) and national legislation which supplements the GDPR.

“**Documentation**” means the then current explanatory and informational materials concerning the Service, in printed or electronic format, and which LAERDAL has released for general distribution to its customers.

“**Intellectual Property Rights**” means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide, including moral rights and similar rights.

“**QUOTE Form**” means a quote for SimCapture Subscription Service and other deliverables offered by LAERDAL to the Customer which sets out details of the Service provided during the Term.

“**Output**” means the results generated through use of the Subscription Service.

1. SERVICE

1.1 Access to and Use of the Service. In consideration of payment by Customer of the Fee and subject to the terms of this Agreement, LAERDAL will provide the Service and LAERDAL hereby grants to Customer from the Start Date the non-exclusive, non-transferable right to use and access (and to permit Authorized Users to use and access) the Subscription Service via a designated Web Site solely for the benefit of Customer’s own training purposes in simulated environments or using simulation technologies for the duration of the Term PROVIDED ALWAYS that the use of the Subscription Service will not involve actual patients in any clinical setting.

1.2 Hosting. LAERDAL will, as part of the Service, host Customer Data.

1.3 Authorized Users. In relation to the Authorized Users, Customer undertakes:

1.3.1 that only Authorized Users have access to and make use of the Service;

1.3.2 the maximum number of Authorised Users that it authorises to access and use the Service shall not exceed the number of Authorised User Subscriptions it has purchased from time to time;

1.3.3 it will not allow or suffer any Authorized User Subscription to be used by more than one individual Authorized User unless it has been reassigned in its entirety to another individual Authorized User, in which case the prior Authorized User shall no longer have any right to access or use the Service;

1.3.4 That if the Customer is notified or becomes aware that an unauthorized user and/or third party has gained access to or used the Service, Customer shall promptly notify LAERDAL. Customer shall take all reasonable steps to ensure that no Authorized Users shall take any action in breach of this Agreement. Such steps shall include, but shall not be limited to, imposing password restrictions on use of the Service, securing the Customer’s system, and administering and monitoring use of the Service.

1.4 Third Party Service. Customer may choose to obtain products or services that are provided or supported by third parties (“Third Party Service”) for use with the Service. LAERDAL shall have no responsibility for the accuracy, quality, integrity, legality, reliability, or appropriateness of Third-Party Service and LAERDAL shall not be responsible or liable for the deletion, correction, destruction, damage, or loss of any Third-Party Service. Customer acknowledges that use of any Third-Party Service generated, obtained or acquired through the use of the Services is at Customer’s sole risk and discretion. LAERDAL and its licensors are not liable or responsible for any results generated using Third-Party Service.

1.5 Reporting. Customer shall promptly report to LAERDAL any actual or suspected violation of Clause 1.1, 1.2 or 1.3 above and shall take such further steps as may reasonably be requested by LAERDAL to prevent or remedy any such violation.

1.6 Restrictions. Customer shall not (a) use the Service in any manner which is not expressly authorized by this Agreement or which breaches any applicable law; (b) copy or reproduce any SimCapture Subscription Software, in whole or in part (excluding reports generated by the Service Output functions); (c) modify, translate or create derivative works of any SimCapture Subscription Software, either directly or through any third party, including but not limited to translated or localized releases

of the Simcapture Subscription Software; (d) reverse engineer, decompile, disassemble or otherwise reduce any SimCapture Subscription Software to source code form; (e) distribute, sublicense, assign, share, timeshare, sell, rent, lease, grant a security interest in, use for service bureau purposes or otherwise transfer the Subscription Service or Customer's right to access and use SimCapture Subscription Software; or (f) remove or modify any copyright, trademark or other proprietary notice of LAERDAL or its licensors on the Output or contained within SimCapture Subscription Software. Customer acknowledges that the Service is a training tool and (consistent with Clause 1.1) shall not use the Service to diagnose, treat, cure, mitigate, or prevent a disease or condition of a patient, or in any other clinical context.

2. INTELLECTUAL PROPERTY RIGHTS AND RESTRICTIONS

Ownership of Intellectual Property. The Customer acknowledges and agrees that the Subscription Service, Documentation and all SimCapture Subscription Software used hereunder is and shall at all times remain, the sole and exclusive property of LAERDAL or its licensors, including, without limitation, all worldwide Intellectual Property Rights embodied in, related to, or represented by, the Service or any version thereof.

3. CUSTOMER DATA

3.1 Customer Data Ownership and Warranty. LAERDAL and Customer acknowledge that all Customer Data entered and used with the Service is and shall remain the property of Customer and nothing in this Agreement shall restrict Customer's use of its Customer Data. LAERDAL shall have no responsibility for the accuracy, quality, legality, reliability, integrity or appropriateness of Customer Data, except to the extent of LAERDAL's obligations under Data Protection Legislation and this Agreement with respect to any Customer Data that constitutes Personal Data. LAERDAL and its licensors are not liable or responsible for any results generated using Customer Data or Output. Customer represents and warrants that (a) it has the authority and right to transmit Customer Data to LAERDAL and to grant the license under Section 3.2; and (b) the use of Customer Data will not infringe the intellectual property rights or other proprietary rights of any third party.

3.2 License to LAERDAL. Customer grants LAERDAL and its Affiliates a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable right to use display, transmit, modify and prepare derivative works of the aggregated or otherwise non-identifiable Customer Data and Output in any media. LAERDAL may aggregate non-identifiable Customer data with non-identifiable data from other customers and third parties to create aggregated data that does not identify any individual or the metrics or information pertaining to any individual or its domain ("**Aggregated Data**"). LAERDAL will own all rights to Aggregated Data, and has the irrevocable right to maintain, store, use and disclose Aggregated Data.

3.3 Data protection. Customer instructs LAERDAL to process, transmit, store or disclose the Customer Data in order to provide the Service. Customer is solely responsible for determining the suitability of the Service for the Customer's needs and for complying with Data Protection Legislation applicable to the Customer Data and the Customer's use of the Service, except for any obligations under Data Protection Legislation that apply expressly to LAERDAL in the context of its provision of the Services.

3.4 Applicable laws and permits. The Customer shall comply with all applicable laws and regulations with respect to its activities under this Agreement and shall maintain all necessary licenses, consents and permissions necessary for LAERDAL and its subcontractors to perform their obligations under this Agreement.

4. LAERDAL'S OBLIGATIONS

4.1 Availability. Subject to scheduled outages for maintenance and other announced downtime, LAERDAL shall use commercially reasonable efforts to make the Service available for use by Authorized Users during the Term but makes no guarantee of continuous availability or uninterrupted use of the Service. LAERDAL's sole obligation and Customer's exclusive remedy for any unavailability of the Service for more than twenty-four (24) consecutive hours is limited to (a) an extension of the Term for a period of time equal to the period of time the Service was unavailable; or (b) a credit by LAERDAL of an amount equal to the prorated Fee(s) paid by Customer for the outage period.

4.2 Limitation. LAERDAL's undertaking in clause 4.1 above shall not be applicable in the event that any outage or Service failure arises from (a) any modification to the Service not made by or at the direction of LAERDAL (b) use of the Service in a manner not described in the Documentation or this Agreement, (c) use of the Service in any unlawful, improper or inappropriate manner or for any unlawful, improper or inappropriate purpose, (d) as a result of the negligence or intentional misconduct of Customer, (e) any data, equipment, software, service or resource not provided by LAERDAL or (f) any interruptions of access to the Subscription Service due to Customer's poor network connectivity.

4.3 Remedies for Loss of Customer Data. In the event that there is a loss, destruction or corruption of Customer Data directly caused by use of or access to the Service, LAERDAL will use commercially reasonable efforts to restore or correct such Customer data. If LAERDAL is unable to correct or restore such data, Customer's sole and exclusive remedy shall be to terminate this Agreement and upon such termination LAERDAL shall refund to Customer a pro-rated portion of the Fee for the Term only.

4.4 Customer Security. For systems located on or accessible from Customer's premises, Customer is solely responsible for implementing adequate firewall, password and other technical, organizational and physical security measures to protect Customer's systems, hardware, data and applications from unwanted intrusion, whether over the Internet or by other means.

4.5 Dependencies. Customer acknowledges and agrees that: (a) the Service requires access to and use of the Internet and that the Internet is an unregulated, public network over which LAERDAL exerts no control and (b) LAERDAL has no responsibility for operating and maintaining Customer's servers, personal computers or other devices and their connection to the Internet to access and use the Service.

5. LIMITATION OF LIABILITY

5.1 Except as expressly provided in this Agreement, Customer assumes sole responsibility for the Customer Data, the Output and for conclusions drawn from such use. LAERDAL has no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to LAERDAL by the Customer in connection with the Service or any actions taken by LAERDAL at the Customer's direction.

5.2 Except as stated expressly in this Agreement and to the maximum extent permitted by applicable law, LAERDAL and its licensors do not make any warranty of any kind, whether express, implied, statutory or otherwise, including without limitation warranties of merchantability, fitness for a particular use, and non-infringement. The Subscription Service is not designed, manufactured, or intended for high risk activities, such as life support systems where the use or failure of the Service could lead to death or personal injury.

5.3 Except as expressly provided in this Agreement, all warranties, representations, conditions and all other terms of any kind whatsoever implied by law are to the fullest extent permitted by applicable law, excluded from this Agreement.

5.4 Neither party shall be liable under this Agreement for any loss of profits, business interruption, loss of goodwill, loss of Customer Data (except in relation to the sole and exclusive remedy set out in Clause 4.3), or for any indirect, special, incidental, consequential, exemplary, or punitive damages, under any theory of liability, even if the party knew or should have known that such damages were possible and even if direct damages do not satisfy a remedy.

5.5 LAERDAL and its licensors' total aggregate liability in contract, tort, misrepresentation, restitution or otherwise arising in connection with the performance of this Agreement shall be limited to the amount of the Fees for the Service actually paid by the Customer during the twelve (12) months immediately preceding the date on which the event giving rise to such liability occurred.

6. TERM AND TERMINATION

6.1 Term. Unless terminated earlier pursuant to Clause 6.2, this Agreement shall remain in effect from the Start Date until the end of the Term.

6.2 Termination for breach. Either party may terminate this Agreement with immediate effect upon giving written notice if the other party commits a material breach of this Agreement which is not cured within thirty (30) days after written notice thereof is given by the non-defaulting party.

6.3 Effect of Termination. Upon any termination of this Agreement: (a) Customer shall, and shall cause all Authorized Users to, immediately cease using the Service; (b) LAERDAL may immediately deactivate Customer's account; (c) all outstanding payments to LAERDAL shall promptly be paid in full; and (d) following the expiration of ninety (90) days after the termination date, LAERDAL may destroy Customer's account and all related data, provided that upon Customer's written request to LAERDAL received by LAERDAL no later than thirty (30) days from the effective date of such termination, LAERDAL shall permit Customer temporary access to the Service for a period not to exceed five (5) days and for the sole purpose of permitting Customer to retrieve any Customer Data accessible through the Service.

6.4 Survival. The parties' rights and obligations under Clauses 1, 2, 3, 5, and 6 as well as any obligations to make payments of fees and other amounts accrued prior to Termination, shall survive any Termination of this Agreement.

7. GENERAL PROVISIONS

7.1 Force Majeure. Except for the obligation to make payments, neither Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, pandemic, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet, provided that the delayed Party: (a) gives the other Party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. If LAERDAL is unable to provide the Service for a period of thirty (30) consecutive days as a result of a continuing force majeure event, Customer may cancel the affected Service(s) and clause 6.3 shall apply.

7.2 Assignment. LAERDAL may transfer its rights and obligations under the Agreement to another organization. Customer may only transfer its rights or obligations to another person or organization with LAERDAL's prior written consent.

7.3 Amendments; Waivers. This Agreement may be amended or modified only in writing signed by both Parties. Any waiver by a Party of any breach of any provision of this Agreement by the other Party must be in writing to be effective and shall not constitute a waiver of any subsequent breach of the same or any other provision.

7.4 Complete Agreement. The Parties agree that this Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings and communications, oral or written, between the Parties regarding the subject matter of this Agreement. Except as otherwise provided herein, additional or conflicting terms contained in any standardized form or correspondence of or from Customer are expressly unenforceable under this Agreement unless such terms and conditions are contained in an amendment to this Agreement duly executed by both Parties.

7.5 Notices. LAERDAL may update these LAERDAL Service Terms Licence at any time on notice to Customer in accordance with this Clause 7. Customer's continued use of the SimCapture Subscription Software and Documentation following the deemed receipt and service of the notice under this Clause 7.5 shall constitute Customer's acceptance to the LAERDAL Service Terms, as varied. If Customer does not wish to accept the LAERDAL Service Terms (as varied) Customer must immediately stop using and accessing the SimCapture Subscription Software and Documentation on the deemed receipt and service of the notice.

7.5.1 LAERDAL will contact Customer by email or by pre-paid post to the address provided in accordance with the applicable QUOTE Form or other order form.

7.5.2 Any notice:

(a) given by LAERDAL to Customer will be deemed received and properly served 24 hours after it is first posted on the Web Site, 24 hours after an email is sent, or three days after the date of posting of any letter; and

(b) given by Customer to LAERDAL will be deemed received and properly served 24 hours after an email is sent, or three days after the date of posting of any letter.

7.5.3 In proving the service of any notice, it will be sufficient to prove, in the case of posting on the Web Site, that the Web Site was generally accessible to the public for a period of 24 hours after the first posting of the notice; in the case of a letter, that such letter was properly addressed, stamped and placed in the post to the address of the recipient given for these purposes; and, in the case of an email, that such email was sent to the email address of the recipient given for these purposes.

7.6 Compliance with Laws. (a) Neither party shall export, directly or indirectly, any technical data acquired from the other party under this agreement (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations (Export Control Laws), including United States export laws and regulations, to any country for which the government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval. (b) Each party undertakes: (i) contractually to oblige any third party to whom it discloses or transfers any such data or products to make an undertaking to it in similar terms to the one set out in Clause 10.8 (a); and (ii) if requested, to provide the other party with any reasonable assistance, at the reasonable cost of the other party, to enable it to perform any activity required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with any Export Control Laws.

END OF DOCUMENT

Schedule Data Processing Agreement
(only applicable where this is included in the relevant Quote Form for European Economic Area Customers)

- A) This Schedule forms part of the Agreement and comes into effect on the commencement of any Processing of Personal Data by LAERDAL on behalf of the Customer that is subject to Data Protection Legislation, as set out in Clause 4 of the LAERDAL Service Terms.
- B) The Customer intends to commission LAERDAL to Process Personal Data as further specified herein on behalf and in accordance with the instructions of the Customer for the purposes set out in the Agreement.
- C) In order to ensure compliance by the Customer and LAERDAL with Data Protection Legislation, Customer and LAERDAL hereby agree as follows:

1. Definitions

In addition to the definitions elsewhere in the Agreement the following additional definitions will also apply.

"Customer Personal Data" means any Personal Data comprised in the Customer Data.

"Legal Process" means any criminal, civil, or administrative subpoena, mandatory request, warrant or court order issued by a Public Body.

"Public Body" means any local, regional, state, national or federal law enforcement authority, regulator, government department, agency or court in any country or territory outside of the European Economic Area.

"Restricted Transfer" means a transfer of Customer Personal Data in circumstances where such transfer would be prohibited by the Data Protection Legislation in the absence of the Standard Contractual Clauses.

Standard Contractual Clauses means the standard contractual clauses for the transfer of Personal Data to Processors established in third countries which do not ensure an adequate level of protection as set out in Commission Implementing Decision (EU) 2021/914, and as updated, amended, replaced or superseded from time to time by the European Commission.

The terms "Process", "Personal Data", "Controller", "Processor", "Personal Data Breach", "Data Subject" and "Supervisory Authority" shall have the meanings given to them (or to their equivalent terms) in the Data Protection Legislation.

2. Subject matter

The Customer and LAERDAL agree that for the purpose of the Data Protection Legislation LAERDAL is a Processor and, to the extent that it is regulated by the Data Protection Legislation, the Customer is the Controller in respect of the Customer Personal Data. LAERDAL shall Process only the types of Customer Personal Data relating to the categories of Data Subjects and in the manner required to deliver the Services or as otherwise agreed in writing between the parties.

3. Instructions of the Controller

LAERDAL shall Process the Customer Personal Data provided by the Customer solely in accordance with the Customer's instructions, including as set out in this Agreement, except where LAERDAL is required to otherwise Process the Customer Personal Data to comply with applicable laws (in which case LAERDAL shall, where permitted by applicable laws, inform the Customer of those requirements prior to Processing).

If LAERDAL is of the opinion that an instruction infringes Data Protection Legislation, it shall immediately notify the Customer.

4. Description of Customer Personal Data Processing

The subject matter and duration of the Processing of Customer Personal Data are set out in this Agreement. Other details about the Processing of Customer Personal Data are set out in Annex A to this Schedule, which is included for information purposes as a description of the Customer Personal Data Processed under this Agreement and does not create any obligations or rights for either party.

5. Additional obligations of LAERDAL

LAERDAL shall:

- 5.1 take reasonable steps to ensure the reliability of any staff who may have access to the Customer Personal Data, and their treatment of the Customer Personal Data as confidential
- 5.2 be generally authorized to appoint any third party or Affiliate to process the Customer Personal Data ("sub-processor"), provided that:
 - 5.2.1 the Customer shall have the opportunity to object to the appointment of the sub-processor, provided that the objection is exercised promptly and on reasonable grounds and within 10 working days of receiving notice of the new or changed sub-processor. The Customer has authorised the use of sub-processors listed in Annex C below.
 - 5.2.2 In the event the Customer objects to a new sub-processor, the parties will use reasonable efforts to reach agreement with each other on the use of any new sub-processor. If the parties are unable to reach agreement within 30 days of the notice of the new or changed sub-processor, the Customer may terminate the Agreement and LAERDAL will refund to the Customer any prepaid Fee covering the remainder of the Term following the effective date of termination of the Agreement.
 - 5.2.3 LAERDAL's contract with the sub-processor contains terms no less protective than those set out in this Schedule; and
 - 5.2.2 LAERDAL shall remain liable to the Customer for the performance of the sub-processor.
- 5.3 promptly notify the Customer of any communication from a Data Subject regarding the processing of their Customer Personal Data, or any other communication (including from a supervisory authority) relating to either Party's obligations under the Data Protection Legislation in respect of the Customer Personal Data;
- 5.4 promptly notify the Customer of any Personal Data Breach, such notice to include all information reasonably required by the Customer to comply with its obligations under the Data Protection Legislation;
- 5.5 permit the Customer or an independent third party auditor mandated by the Customer, on at least five (5) working days' prior notice and no more than once per calendar year (except in relation to audits required by a supervisory authority under the Data Protection Legislation), to inspect and audit the facilities used by LAERDAL to process the Customer Personal Data, and all records maintained by the LAERDAL which relate directly to that processing, provided always that the Customer shall seek to minimize the disruption caused to LAERDAL and its facilities, and shall respect the confidentiality both of LAERDAL's trade secrets and the information of other LAERDAL customers;
- 5.6 provide any assistance reasonably requested by Customer in relation (i) any communication received under this Clause 5 well as any similar communication received by Customer directly; (ii) any Personal Data Breach, including by taking any appropriate technical and organizational measures agreed by the parties co-operating in good faith; and (iii) any data protection impact assessment that the Customer is required to complete under the Data Protection Legislation; and

5.7 cease processing the Customer Personal Data immediately upon the termination or expiry of this Agreement and at Customer's option (to be exercised within ninety (90) days) either return, or securely delete the Customer Personal Data.

6. Restricted Transfers of Customer Personal Data

- 6.1 The parties acknowledge that there may also be Restricted Transfers of Customer Personal Data between LAERDAL and a sub-processor. In these circumstances, the Customer authorizes LAERDAL to enter into the Standard Contractual Clauses with the sub-processor.
- 6.2 If, and to the extent that, the European Commission issues any amendment to, or replacement of the Standard Contractual Clauses, LAERDAL shall update the Standard Contractual Clauses then in force between it and any relevant sub-processor.
- 6.3 If, at any time, a Supervisory Authority or a court with competent jurisdiction over a party mandates that Restricted Transfers must be subject to specific additional safeguards, the parties shall work together in good faith to implement such safeguards.

7. Legal Processes

- 7.1 If LAERDAL (or any Affiliate of LAERDAL) receives a Legal Process requiring disclosure of Customer Personal Data to a Public Body, LAERDAL shall : (i) promptly notify Customer and provide a copy of the Legal Process unless legally prohibited from doing so; and (ii) give Customer conduct of the response to the Legal Process unless legally prohibited from doing so.
- 7.2 Where LAERDAL is prohibited under applicable laws from taking the steps described in section 7.1, it shall instead (i) take reasonable steps to assess the lawfulness of the Legal Process; and (ii) conduct any required disclosure to the extent reasonably possible in compliance with the Data Protection Legislation and in accordance with the terms of the Standard Contractual Clauses.
- 7.3 LAERDAL undertakes that neither it nor any Affiliate of LAERDAL has taken any steps to deliberately facilitate access to Customer Personal Data (including systems on which Customer Personal Data is Processed) by any Public Body, including (without limitation) by:
 - (a) 7.3.1 creating back-doors or similar programming that provide a mechanism for a Public Body to access Customer Personal Data
 - (b) 7.3.2 changing its business processes with the express intention of facilitating access to Customer Personal Data, other than to the extent required to do so by applicable laws.

8. Security. Without prejudice to the Customer's security obligations, including without limitation under Clause 5.5, LAERDAL shall, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, implement appropriate technical and organizational security measures to its processing of Customer Personal Data. Those technical and organizational security measures are as set out in Annex B to this Schedule, and the Customer agrees that such measures are appropriate for compliance with the Data Protection Legislation in the context of the Customer's use of the Services.

9. Miscellaneous.

The provisions of the Agreement shall apply mutatis mutandis in all other respects.

Annex A – Description of Customer Personal Data Processing

Nature and purpose of the Processing

Performing the Services on behalf of the Customer under this Agreement for the duration of the Agreement

Types of Customer Personal Data

Names, email addresses, job roles, organizations, course completion records, course progress records, performance scores, audio and video recordings of simulation training, feedback or comments on simulation events.

Categories of Data Subject

Customer's students, learners, trainers, instructors, staff and other Authorized Users authorized by Customer to use the Services.

Annex B – Technical and Organizational Security Measures

Intrusion Detection and Prevention

Laerdal utilizes real-time traffic monitoring within the AWS VPC for both intrusion detection and prevention. All traffic is mirrored to Laerdal's IDS and IPS to monitor, log, and alert on events in real time.

1.2 Access control of persons to physical location/data center

Laerdal suitable measures in order to prevent unauthorized persons from gaining access to the data processing equipment. This includes:

- Establishing access authorizations for employees and third parties, including the respective documentations
- Access to physical location is restricted to specific cards/personal
- Third party access are allowed on special cases with authorized escorts
- Regulations on access cards/keys access
- Identification of the persons having access authority
- Security alarm system or other appropriate security measures

1.3 Access control to Personal Data

Persons entitled to use the data processing system are only able to access the Personal Data within the scope and to the extent covered by the respective access permission (authorization). This includes:

- Locking of terminals
- Regulations for user authorization
- Obligation to comply with data secrecy
- Restricted access for Personal Data and programs
- Role based access control (e. g. partial blocking)
- Access controls monitoring and management
- Processes for the checking and release of programs
- Data is protected against direct unauthorized access / external people

1.4 Organization control

Laerdal maintains its internal organization in a manner that meets the requirements of data protection and security. This includes:

- Constantly improving internal data processing policies and procedures, guidelines, work instructions, process descriptions and regulations for programming, testing and release, insofar as they relate to the Personal Data transferred by the customer.
- ISO27001 Certificate
- GDPR and other relevant country requirements are adopted for Personal data processing, storing and in transmission

1.5 Instructional control

The Data transferred by the Customer to Laerdal may only be processed in accordance with the instructions of the Customer. This includes:

- Policies and procedures for the Laerdal's employees.
- Regular training and awareness program on policies and procedure for Laerdal employees

Annex C- List of LAERDAL's subprocessors

Atellis Incorporated of 1300 19th St NW # 100, Washington, DC 20036 (an affiliate of LAERDAL)