

General Terms and Conditions of Use (GTCU) – Surgiverse® Education– R&D 23-009 V2 – 20 NOV 2023

1. Legal notice

The Surgiverse® Education platform consisting of Surgiverse® Education Web Planning and Surgiverse® Education Digital Cockpit is published by Abys® Medical, a simplified joint-stock company (SAS), located 40 de rue Chef de Baie 17000 La Rochelle, France; registered on the Trade and Companies Register of La Rochelle under the number RCS La Rochelle B 841 052 814; represented by its President Mr. Arnaud DESTAINVILLE.

The company's intra-community VAT number is: FR80 841 052 814.

The company Abys® Medical can be contacted by email at: contact@abys-medical.com.

The Platform's host is Microsoft Azure, a company located 39 quai du Président Roosevelt, 92130 Issy-les-Moulineaux, France.

2. Object

As part of a training program, the Surgiverse® Education platform enables users to collaborate on asurgical strategy by using Surgiverse® Education Web Planning. All the elements and documents prepared can be visualized afterwards in the Surgiverse® Education Digital Cockpit by using a mixed reality headset.

The present General Terms and Conditions of Use (the "GTCU") define the terms and conditions governing the use of the Surgiverse® Education platform services, and the rights and obligations of the Parties. Abys® Medical reserves the right to modify the content of the GTCU at any time and to notify the modifications made by publishing directly on the Surgiverse® Education platform (in accordance with point 4).

The Final User benefits from the services made available by Abys® Medical on condition that he respects the instructions for use. Furthermore, the Final User must irrevocably comply with the legislative, regulatory, and ethical provisions as well as the current and future recommendations of the healthcare professional organizations that are applicable in the countries of use. All use of the Surgiverse® Education platform services must comply with human oversight.

Surgiverse® Education is for training and educational purposes only. It is not usable for medical purposes. It is not a medical device.

3. Definitions

Definitions linked to these GTCU are the following:

- The Parties: refers to Abys® Medical and all Final Users;
- Platform: refers to Surgiverse® Education Web Planning at its URL address and Surgiverse® Education Digital Cockpit;
- Final User: refers to any natural person exercising the functions of a healthcare practitioner and user of the services of Abys® Medical services;
- GTCU: General Terms and Conditions of Use;
- Force majeure: an issue that is unpredictable, contingent, unsurmountable, considering case-law;

4. Scope of application

These GTCU apply, without restriction or reservation, to the use of the services and technological tools made available to the Final Users by Abys® Medical.

Abys® Medical reserves the right to check or have checked the information provided by the Final User at the time of registration, for the purpose of identification, authentication, and for the improvement of the services.

To allow access to the platform, Abys® Medical or a third-party company appointed by Abys® Medical will assign the Final User an identifier that will be used to create a personal password.

Abys® Medical is free to modify the GTCU at any time by means of a notice published on its website or by any other appropriate means. The modified GTCU will be applicable from the date they are put online and will be subject to a new request for acceptance by the Final User. The whole and complete acceptance is a condition to continue to take benefits from the provided services.

In the event of substantial modification of the GTCU affecting the nature and scope of the Parties' commitments, the Final User may terminate its contract by notifying Abys® Medical in writing. The Final User shall however refer to the termination terms described in the Surgiverse® Education subscription contract.

5. Creation of an account and registration

The Final User's account is created for the sole purpose of training and learning and cannot be used for medical purposes. The generation of an account does not authorize the use of the Surgiverse® Education platform for any other purpose, or of any other service offered by Abys® Medical outside this training purpose, which the Final User expressly accepts. The Final User's registration shall not impose on Abys® Medical any obligation to offer other services, or to negotiate or contract for the subsequent opening of another account.

When getting access to its user account, the Final User agrees to provide accurate, sincere, and complete information. In particular, the Final User agrees not to create a false identity that could mislead Abys® Medical or its Distributor and not to usurp the identity of another person. The Final User agrees to update immediately, in the event of modification, the data that he has communicated at the time of his first connection on his user account.

The user account is provided *intuitu personae*. The access is given to the Final User and no one else. The Final User does not share his login information with anyone else and take the necessary measures to keep this information secret and confidential.

Given the nature of the services provided and given the data used, Abys® Medical reserves the right to verify and/or have verified, by a specialized third party, the identity of the Final User, by asking him to provide proof of identity.

In the event of non-compliance with these GTCU by the Final User, Abys® Medical reserves the right to interrupt access temporarily or permanently, without notice or compensation. The decision and its *ratio decidendi* are immediately notified to the Final User.

6. Platform Management

The Final User is solely responsible for the use of the platform and for keeping safe its connection information while entering them into the platform or conservating them.

The Final User is responsible for ensuring that he is properly disconnected from the platform in order to end its use.

The Final User's account gives access to the following actions:

- Establish an electronic training file;
- Download, access, view, annotate training case exams whose nature is compatible with the use of the platform;
- Share documents with other Final Users;
- Consult the electronic training file onto the mixed reality application when needed;
- Make remote calls to other Final Users;
- Collaborate with other Final Users through real-time file sharing;

The Final User is solely responsible for the content of his user account and what he shares with other Final Users.

7. Personal Data Protection

In application of the French law 78-17 of January 6th, 1978 modified by the law n°2018-493 of June 20th, 2018, it is reminded that the nominative data entered by the Final User on the platform are necessary.

In compliance with mandatory French law and its obligations, the Data Protection Rules may be completed by our "Policy on Data Protection" (**Appendix 1**).

By accepting the present GTCU, the Final User and Abys® Medical agree to respect the terms and conditions of the said personal data protection policy.

7.1. Origin of the data

The Final User undertakes to use only correctly anonymized training data on the platform. He guarantees Abys® Medical against the entry of identifying health data, and in particular against any disorder, claim, eviction or complaint whatsoever, whether individual or collective, which may result from the protection of personal data.

7.2. Identity of the data controllers

The Final Users, subscribers to the services, are responsible for the processing of personal data collected in the context of the use of the training course. Abys® Medical only acts as a subcontractor.

The Final User shall take the appropriate measures to ensure the protection and confidentiality of the case's personal data that they hold or process in compliance with the provisions of the General Regulation on Data Protection (GDPR, European Regulation n°2016/679), the HIPAA regulation and any other applicable national and international regulations.

Abys® Medical is responsible for the processing of the Final User's personal data collected during the creation and management of the user account.

7.3. Security

Abys® Medical implements all physical, technical and organizational measures to ensure the security and confidentiality of personal data. Such measures are included in its compliance documents, as well as in its Information Systems Security Plan, which is regularly revised to make it compatible with legal requirements and to incorporate best practices. Abys® Medical communicates the essential elements of this plan to the Final User upon first request.

In this respect, Abys® Medical takes all precautions with a view to preserving the security of personal data and, in particular, to prevent them from being distorted, damaged, or accessed by unauthorized third parties.

7.4. Duration

All personal data collected are processed and stored for a limited period of time depending on the finality of the processing and the applicable regulations.

Abys® Medical determines the duration of retention periods for personal data solely in its capacity as Data Controller.

Abys® Medical will retain the personal data after the Final User has terminated access for SIX (6) months, or for longer if required by law or by a judicial review.

8. Intellectual Property

The content of the Platform is the property of Abys® Medical and is protected by French and international laws on intellectual property.

The Final User is already informed and accepts that the platform uses some software produced by third parties that are necessary for the proper functioning of the platform. He does respect the rights of these third parties as well as those of Abys® Medical. Third parties and their software are listed in **Appendix 2**.

Any total or partial reproduction of this content is strictly forbidden and is likely to constitute an infringement of copyright. The Final User undertakes not to reverse engineer, decompile or disassemble all or part of the services, data used by Surgiverse® Education or Confidential Information or their material support (which includes a formal prohibition on attempting to discover in any way the source code of any software to which the service would relate).

The content of the platform (the graphic charter, domain name, texts, comments, photos, brands, logos, graphics, concept, illustration, images, and all other information of any kind), as well as the downloadable documents are protected by copyright.

The Final User agrees not to attempt to access or copy the source codes of the platform.

The Final User acknowledges that any violation of the foregoing constitutes an act of infringement civilly and criminally punishable.

The Final User understands and agrees that the platform is provided "as is". Abys® Medical excludes, to the extent permitted by law, any warranty of any kind.

9. Responsibilities / Liabilities

Abys® Medical puts in place the means and measures necessary for the proper functioning of the platform. Under no circumstances can Abys® Medical be held responsible in the event of interruption of services beyond its control, in particular the Final User's equipment or its Internet network.

The Final User acknowledges and agrees that the content of the platform does not constitute an electronic health or medical record and that the platform shall not be used as a means of documenting or storing health information, official health-related documents, or medical records.

Abys® Medical shall not be liable for any negligence on the part of the Final User in using the platform. Furthermore, Abys® Medical declines all responsibility in the event of a dispute with a case, whatever the cause.

10. Obligations

If one or more of the stipulations herein are held to be invalid or declared as such in application of a law, a regulation or a final decision of a competent court, the other stipulations shall retain all their force and scope.

The Final User agrees to:

- respect the presents;
- check that the equipment used complies with the technical requirements requested by Abys® Medical;
- use the platform for professional purposes only;
- prevent any hacking or loss by using a regularly updated antivirus;
- use the platform in accordance with the instructions for use;
- use the platform in compliance with the laws applicable in the country of use;
- indemnify Abys® Medical for all costs and damages related to an illegal use of the platform and whose consequences are a legal action or a claim;

11. Right to modify

Abys® Medical reserves the right to modify, in any way whatsoever, the functionalities of the software without prior notice to the Final User.

12. Pre-contractual information - Final User acceptance

The fact that a natural person (or legal entity) uses the platform implies full and complete acceptance of these GTCU, which is expressly recognized by the Final User.

13. Disputes and applicable law

The present GTCU and the operations which result from it are governed by French law, including their conflict laws. They are written in French. In the event that they are translated into one or more languages, only the French text will be deemed authentic in the event of a dispute.

Prior to any legal action, Abys® Medical and the Final User will seek, in good faith, to settle amicably any disputes relating to the validity, interpretation, performance or non-performance, interruption, termination or denunciation of these GTCU, for whatever reason and on whatever basis.

Abys® Medical and the Final User shall meet in order to compare their points of view and make any useful observations to enable them to find a solution to the conflict between them.

Abys® Medical and the Final User will endeavour to find an amicable agreement within a period of THIRTY (30) days as from the notification by one of them of the need for an amicable agreement, by registered letter with acknowledgement of receipt.

Except to preserve their right of action or to avoid imminent damage, no legal action shall be admissible before the present procedure of amicable settlement of disputes has been fully respected.

Any difficulties relating to the validity, application, or interpretation of the GTCU shall be submitted, in the absence of amicable agreement, to the jurisdiction of the competent Courts of La Rochelle (France) in accordance with French law.

14. APPENDIX 1 – Personal Data Protection Policy

Preamble

This privacy policy is intended to inform Internet users of how Abys® Medical respects and applies the national and European data protection framework. It also covers the data provided by the Final Users of Surgiverse® Education, a web-based platform for surgical training. You are informed:

- on how Surgiverse® Education collects personal data of Final Users. Personal data is any information that can identify a user;
- on the rights that data subjects have with respect to their data;
- on the persons responsible for processing the personal data collected and processed;
- on the recipients of those personal data;
- on hosting of personal data;

This policy complements the legal notice of the website and the General Terms and Conditions of Use (CGTU) to which it is attached.

Abys® Medical has appointed a Data Protection Officer ("DPO") who is your point of contact for any questions or requests in connection with the processing of your data. You will find the contact details of the DPO below in article 3.3 "Data Protection Officer".

Article 1: Principles relating to the collection and processing of personal data

In accordance with Article 5 of the European Regulation n° 2016/679 (hereinafter "GDPR"), the personal data collected by Abys® Medical are:

- processed in a lawful, fair and transparent manner with regard to the data subject;
- collected for specified, explicit and legitimate purposes (see Article 2.1 hereof) and not further processed in a way incompatible with those purposes;
- adequate, relevant and limited to what is necessary for the purposes for which they are processed;
- accurate and, if necessary, kept up to date. Abys® Medical and the Final Users undertake to take all reasonable steps to ensure that personal data which are inaccurate, having regard to the purposes for which they are processed, are deleted or rectified without delay;
- kept in a form that permits identification of the data subjects for no longer than is necessary for the purposes for which they are processed;
- processed to ensure appropriate security of the data collected, including protection against unauthorized or unlawful processing, against misuse and against accidental loss, destruction or damage, using appropriate human, technical or organizational measures;

In accordance with Articles 4, 9 §2 and 87 of the GDPR, 65 of the French law n° 78/17 of January 6, 1978, and 3 of the French law n° 2002-303 of March 4, 2002, health data are personal data that are:

- relating to a person under the care of a health professional, an establishment or service, a professional or organization involved in prevention or care whose conditions of practice or activities are regulated, or by an armed forces health service, or by a professional or establishment in the social or medico-social sector;
- inscribed in the different investigations, treatments or preventive actions proposed, their possible urgency, their consequences, the frequent or serious risks normally foreseeable that they entail, as well as on the other possible solutions and on the foreseeable consequences in case of refusal;
- hosted on servers duly authorized to hold them, by choice of the health professional, the institution or the service;

Processing is lawful only if, and to the extent that, at least one of the following conditions is met:

- the data subject has consented to the processing of his or her personal data for one or more specific purposes or, if consent cannot be obtained, the processing is necessary for the preservation of the physical and/or mental health of this person;
- the processing is necessary for the performance of a contract to which the data subject is party or for the performance of pre-contractual measures taken at the request of the data subject;
- the processing is necessary to comply with a legal obligation to which the controller is subject;
- the processing is necessary to protect the vital interests of the data subject or of another natural person;
- the processing is necessary for the purposes of the legitimate interests pursued by the controller or by a third party, unless the interests or fundamental rights and freedoms of the data subject which require the protection of personal data prevail, where the data subject is a particularly vulnerable person (child, elderly person, person with a disability, etc.);

Processing is lawful only if, and insofar as, at least one of the following conditions is met:

- the data subject has consented to the processing of his or her personal data for one or more specific purposes or, if consent cannot be obtained, the processing is necessary in order to protect the data subject's physical and/or mental health;
- processing is necessary for the performance of a contract to which the data subject is party or for the performance of pre-contractual measures taken at the data subject's request;
- processing is necessary for compliance with a legal obligation to which the controller is subject;
- processing is necessary for the purposes of the legitimate interests pursued by the controller or by a third party, unless the interests or fundamental rights and freedoms of the data subject which require the protection of personal data prevail, in particular where the data subject is a particularly vulnerable person (child, elderly person, disabled person, etc.);

Within the Surgiverse® Education platform, Abys® Medical undertakes to comply with the additional rules and principles above.

Article 2: personal data collected and processed in the context of the use of the service

Article 2.1: Data collected during the use of Surgiverse® Education

The personal data collected in the context of the use of the Surgiverse® Education service are the following:

- any element allowing the authentication of the Final User, and in particular the name, first name, e-mail address;

The collection and processing of those data serves the following purposes:

- creation of the Final User's account;
- teaching and training the Final User to use the Surgiverse® Education;

Article 2.2: Data Collection Method

When using our services, including Surgiverse® Education, data is collected by direct referral from a health professional, institution or service.

They are kept by the data controller under security conditions that comply with the rules of the art, for the period specified by the latter in the light of its legal and regulatory obligations.

Abys® Medical may retain certain personal data beyond the time limits set out above in order to meet its legal or regulatory obligations.

Article 2.3: Legal Basis

For the purpose of the proper implementation of Article 1 of this Data Protection Policy, the legal basis for the collection, processing, storage and destruction of identifying data are:

- the consent of the Internet user, that of the Final User;
- the necessity imposed on the data controller for compliance with its legal and regulatory obligations;
- Abys® Medical's legitimate interest to identify and authenticate users, to provide them with appropriate services, to improve its knowledge of users, to monitor and improve the operation of the Surgiverse® Education web platform;

Article 2.4: Data hosting

The data collected by Abys® Medical for Surgiverse® Education platform are hosted by:

Microsoft Azure
39 quai du Président Roosevelt
92130 Issy-les-Moulineaux – France
<https://azure.microsoft.com/en-us/support/>

Article 2.5: Transfer of data outside the European Economic Area

Due to the international nature of our medical services and missions, Abys® Medical may transfer your personal data to our counterparts located in the European Economic Area (EEA) and outside the EEA.

In performing the services it offers, Abys® Medical warrants that it:

- will only transfer adequate and relevant personal data to the extent necessary for the purposes for which they are transmitted and further processed;
- will have appropriate technical and organizational measures in place to protect personal data transmitted to it against unauthorized or unlawful processing and against destruction, loss, modification or unauthorized disclosure;
- will keep personal data for no longer than is relevant and necessary for the purposes for which they are processed;
- will not make any decision, including profiling, about an individual solely on the basis of automated processing of personal data, without human intervention;
- will not disclose your personal data for any other purpose, including commercial or marketing purposes;

Article 3: Data controller and data protection officer

Article 3.1: The data controller

Acting as a personal data processor, Abys® Medical can be contacted as follows:

- By postal mail to the address: Abys Medical, 40 rue de Chef de Baie, 17000 La Rochelle – France;
- By e-mail: contact@abys-medical.com;

Article 3.2: Subcontracting

When acting as a personal data processor, as defined in Article 4 of the General Data Protection Regulation, Abys® Medical undertakes to observe and, where appropriate, comply with any documented guidelines and instructions that the controller may issue to it in the context of the contractual relationship between them, on the strict condition that such instructions comply with the laws and regulations applicable to Abys® Medical.

The Final User is hereby informed and agrees, without any possible reservation, to enter contractual clauses that comply with, or at least are compatible with, those contained in Annex 1 of the European Commission's Implementing Decision (EU) No. 2021/914 of June 4, 2021, on standard contractual clauses for the transfer of personal data to third countries under Regulation (EU) 2016/679 of the European Parliament and of the Council.

As a subcontractor, Abys® Medical has the following general obligations:

- declare to the Final User the processing of personal data that it carries out, provide all useful and necessary information to demonstrate its compliance with the relevant legislation, and keep its data processing register up to date;
- adopt appropriate technical and organizational measures to ensure the full effectiveness of the right to protection of personal data;
- follow the data processing implementation guidelines provided by the Final User, as well as the documented instructions, unless Abys® Medical believes that either of them violates European or national data protection law, in which case it will inform the Final User in writing;

It also observes the following specific obligations to the best of its ability:

- not to hire any further subcontractors for the data, without obtaining the prior written consent of the Data Controller;
- ensure the integrity, confidentiality and security of the data and its processing;

- assist the Final User's DPO or *Compliant officer*, upon request, in responding to any request made by an individual, in accordance with his or her rights, to preserve the security of the data;
- destroy the data or return them to the Data Controller at the end of the use of the service, unless otherwise provided by law;
- to collaborate to the possible requests for information that the Final User would address relating to the treatments of personal data concerning him or her;
- in the event of a breach of confidentiality, integrity or security of the data, and in particular in the event of unauthorized access by third parties, to immediately inform the Data Controller and the Final User, as well as the competent authorities, by means of relevant documentation;

Article 3.3: Data Protection Officer (DPO)

Abys® Medical's Data Protection Officer is:

Mr. Nicolas Desrumaux (Digital Medical Hub)

46 rue de Villiers

92300 Levallois-Perret – France

dpo@dmh-aphp.fr

See Article 4 of these terms and conditions and the www.cnil.fr website for more information on your rights. To exercise these rights or for any questions about the processing of your data in this system, you can contact our data protection officer.

If you believe, after having contacted us, that your Privacy Rights are not respected, you can address a complaint to the French Regulation Authority (*Commission Nationale Informatique et Libertés*, www.cnil.fr).

Article 4: User's rights regarding data collection and processing

Any user concerned by the processing of their personal data may avail themselves of the following rights, pursuant to the European Regulation 2016/679 and the Data Protection Act (Law 78-17 of 6 January 1978) and to 45CFR part 164.520 and 522:

- right of access, rectification and right to erasure of data (guaranteed by Articles 15, 16 and 17 of the GDPR respectively);
- right to data portability (Article 20 of the GDPR);
- right to limit (Article 18 of the GDPR) and object to data processing (Article 21 of the GDPR);
- right not to be subjected to a decision based exclusively on an automated process;
- right to determine the fate of data after death;
- right to refer to the competent supervisory authority (Article 77 of the GDPR);

To exercise your rights, please send your demand to our headquarters or to our DPO, whose contact details are set out in Articles 3.1 and 3.3 of this Data Protection Policy.

For the data controller to process the user's request, the user may be required to provide certain information such as: first and last names, e-mail address, and account, personal space or subscriber number.

Article 5: Conditions for changing the privacy policy

Abys® Medical reserves the right to modify this Policy at any time in order to ensure that users of the website comply with the national and European data protection framework in force.

Any changes will not affect the services previously provided by the site or by Surgiverse® Education, which remain subject to the Policy in effect at the time of their provision and as accepted by the user of the site or by the Final User when using the service.

The users are invited to take note of this Policy each time they use our services, without the need to formally notify them. Abys® Medical will make its best efforts to provide adequate and relevant information on any updates to the site.

15. Appendix 2 – Third-party software Integration Policy

Article 1: Software design

Article 1.1: General obligations regarding the design and use of Surgiverse® Education

Surgiverse® Education is a collaborative and intelligent web platform that combines multiple operating and application software, as well as processing algorithms, licensed as dependent or independent software.

In accordance with article 3 of the European Directive n° 91/250, Abys® Medical respects the originality of the computer programs on which it bases the development of its own software. Without condition of reciprocity, it reserves the possibility of resorting to any legal means to make respect the originality of its own inventiveness.

In accordance with article 8 of the GTCU, the Final User using Surgiverse® Education agrees not to reverse engineer, decompile or disassemble all or part of the services or data used by Surgiverse® Education. This obligation implies that Abys® Medical does not communicate the source text (source code) of its solution to the Final User, who refrains from trying to know it or to know the software elements used for its design. It is forbidden to modify it or to create a derived software.

By using the solution, the Final User commits itself, its staff, collaborators, direct or occasional, as well as its affiliates, including directors, employees, associates, agents, professional advisors, consultants, officers, directors and/or corporate officers, bankers, or financial institutions, as well as representatives of their boards.

Article 1.2: Compliance

The Surgiverse® Education solution is provided according to the specifications listed in its compliance frameworks. The Final User agrees to provide a thorough description of its needs and expectations, in the form of verifiable requirements, and to follow the validation and performance specification procedures proposed by Abys® Medical.

Abys® Medical guarantees the Final User against eviction and counterfeiting in accordance with French laws. It ensures the evolution of the Surgiverse® Education solution in accordance with the rules of art.

Article 2: Provision of Consulting Services

Article 2.1: Scope of the obligation to provide advice

In accordance with its legal obligations, Abys® Medical has an obligation to provide advice. This advice includes the diligent provision of all relevant and adequate information relating to the product supplied.

In the Surgiverse® Education solution, such an obligation of advice does not extend to all the software elements of the solution, especially those of unknown origin, for which Abys® Medical cannot be held responsible (see Article 5.1 of the present document).

Article 2.2: Exclusion of the obligation to provide therapeutic advice and the obligation to provide therapeutic results

Abys® Medical undertakes to provide its Final Users with a functional service that complies with the specifications in the instructions for use.

The advice provided by Abys® Medical excludes the actual medical practice, in the sense that Abys® Medical is not a substitute for medical professionals.

The provision of the Surgiverse® Education solution does not imply any obligation of therapeutic result. Moreover, Surgiverse® Education is for training and educational purposes only. It is not usable for medical purposes. It is not a medical device.

The Final User defends Abys® Medical against any third-party action that would aim to engage its responsibility because of a health professional, an institution or a service using the Surgiverse® Education solution.

Article 3: Maintenance

Short interruptions of service may affect the use of the Surgiverse® Education solution, or the technical support due to the Final User, notably for autonomous, corrective, or preventive maintenance by qualified personnel. Abys® Medical will inform its Final User whenever such maintenance operations are likely to compromise the use of the platform.

On the other hand, Abys® Medical cannot be held responsible for the operations and maintenance routines of third parties, and especially for the lack of scalability of their software solutions, or for any failure to meet their obligations of diligence, advice, information, including preventive information. It also declines any responsibility in case of obsolescence, excessive consumption of resources, impromptu or delayed updates.

Article 4: Subcontracting, distribution

Abys® Medical reserves the right to use subcontractors for the design, development and integration of software elements. It takes the greatest care to select its possible subcontractors with regard to their expertise and their performance. If a defect or hidden fault is detected by the Final User and attributable to a subcontractor, Abys® Medical and the Final User undertake to seek multi-party arbitration to prevent and resolve the dispute.

The Final User shall not, unless expressly agreed, copy, sublicense, distribute, broadcast, or compete with Abys® Medical in any way.

Article 5: Responsibility, backup, monitoring, outsourcing

Article 5.1: Declination of responsibility

Abys® Medical declines all responsibility for the misuse of the Surgiverse® Education solution by the Final User.

Abys® Medical is not liable for any lack of conformity or latent defects due to the actions of third parties, in particular suppliers of *Software Of Unknown Provenance (SOUP)*. However, Abys® Medical verifies, to the best of its ability, that the SOUP comply with the rules of the art and provide a service contributing to the effectiveness, relevance and adaptability of its system. As part of Abys® Medical's internal cybersecurity procedures, the SOUP are also subject to careful monitoring and frequent vulnerability scans.

Article 5.2: Direct actions and third-party actions

By using Surgiverse® Education the Final User expressly declares and accepts the inclusion of so-called open-source software elements in the design of the solution (in accordance with Article 6 of the present document) and exonerates Abys® Medical from any responsibility in this respect. The Final User indemnifies Abys® Medical against any action for damages of any nature whatsoever, against any prejudice suffered or caused to a third party, including *class* actions.

Article 6: Third-party software

The Surgiverse® Education solution includes the distribution of two interdependent and inseparable software: Surgiverse® Education Web Planning and Surgiverse® Education Digital Cockpit. Surgiverse® Education Web Planning is accessible via the internet.

Abys® Medical has also used Unity (build 1.2 and later) and Apache 2.0. For more information, please visit their respective websites: <https://unity.com> and www.apache.org.

Abys® Medical can provide you a list of third-party software that contributed to the development of Surgiverse® Education. Such a list is subject to frequent updates and may evolve very quickly. Abys® Medical will deal with your requests to the best of its ability and as soon as possible.