

EULA of Olympus Dictation Delivery Service

1 Introduction

This Agreement is made and entered into by and between Olympus Imaging Corp.(or one of its affiliated companies, collectively hereinafter "Olympus") and you (hereinafter "User" or "Customer"). This Agreement describes the licenses and terms and conditions for using the Service defined below Please read and review the entire Agreement carefully before declaring your consent to the Agreement.

2 Definitions

"EULA"

End-User License Agreement (hereinafter also called "Agreement")

"Olympus Dictation App"

Software application either for Android or iPhone operating systems.

"Olympus Dictation Delivery Service"

The "Olympus Dictation Delivery Service" (also called "Service" or "ODDS") is a web based distribution service for digital dictations and comprises the following features: recording in DSS and DSS pro; making use of professional DSS features like author ID, worktype lists and file encryption; secure data transfer via HTTPS/FTPS/SFTP; optional connection to a self-hosted ftp server.

"Olympus Dictation Portal"

The "Olympus Dictation Portal" (also called ODP) is a web based administration tool to administrate and monitor user license(s), define and assign worktype lists and author ID's to users, define recipients for users, define transfer methods and recording formats, set security features and edit end-customer account data.

"License"

A license for ODDS comprises access to the "Olympus Dictation Portal" including the use of all its features. Only one user per License is enabled to have access. The duration period of an ODDS license can vary and depends on the particularly purchased license.

"Dealer"

The authorized party by Olympus (including directly seller and/or its distributor) to sell or distribute License to User based on this Agreement.

"Contents"

The "Contents" means sound data, image data and/or configured data for smartphone by User uploading in Olympus Dictation Portal.

3 Scope of agreement

3.1

By declaring your consent to this Agreement, you agree to abide by this Agreement without modification by you. If you do not agree, you may not use the Service.

3.2

From time to time, Olympus may change or amend this Agreement. If Olympus partly or entirely changes or amends this Agreement, Olympus will notify you, either through an email notification, or through other reasonable means. Your use of the Service after the date the change becomes effective will be your consent to the changed Agreement. If you do not agree to the changes, you must stop using the Service and cancel any paid by following the instructions in Article 6. Otherwise, the new Agreement will apply to you.

3.3

Olympus continuously works to improve the Service and may change features of ODP or the Service at any time without notice. Additionally, there are reasons why Olympus may stop providing portions or all of the Service,

including (without limitation) that it's no longer feasible for Olympus to provide it, the technology advances, customer feedback indicates a change is needed, or external issues arise that make it imprudent or impractical to continue.

4 Customer Account

4.1

To access the Service, you will need a Customer Account. This Customer Account is the credential you will use to authenticate with the Service. To create Customer Account, you must provide Olympus your company name, name of contact person, contact data such as e-mail address or the other certain descriptive information by Olympus. Additionally, Customer must order to Dealer for creating Customer Account. After Customer's order, Dealer provide you notification to register Customer Account by E-mail. You will need accessing link in such notification and register your company name, name of contact person, contact data such as e-mail address or the other certain descriptive information.

5 Order and Contents

5.1

To use this Service, you will access Olympus Dictation Portal by Customer Account and be granted non-exclusive License. By agreeing to this EULA, you may order such License. If you order such license from Olympus Dictation Portal, such order shall be seemed to your issuing purchase order (P/O).

5.2

Content includes sound or images as well as other configured data given by you. Sound or images are not stored on the ODDS server. Therefore this kind of data cannot be restored by Olympus in case of deletion of the original data on customer's smartphone. The user is responsible to check, if the content was successfully received, before deleting the original data on the user's smartphone. The automatic deletion function must be set accordingly and wisely.

5.3

You agree that statistics information of such sound or images such as amount and length of dictations may be used, modified, adapted, saved, reproduced, distributed, and displayed to the extent necessary to protect you and to provide, protect and improve this Services by only Olympus under such statistics information shall not include any your confidential or personal information.

5.4

You freely and solely may set configured data of your smartphone by ODP. In addition, Olympus dealer may only refer your configured data for customer support purpose. Olympus does not control, verify, pay for, or endorse such configured data that you and others make available on the ODP.

5.5

Olympus may remove your all contents without asking you and stop your Customer Account if Olympus determines it in violation of this Agreement or the law, or if Olympus receives a notice of intellectual property infringement from a third party.

6 Service Cancellation

6.1

If you violate payment terms or other terms of this Agreement, Olympus may take action against you including (without limitation) removing your content from the Service, suspending your access to the Service, asking you to refrain from certain activities, canceling your Service, and/or communicate such activity to appropriate authorities. In the event Olympus take action against you for a violation of this Agreement, Olympus may

permanently delete, and you may permanently lose, some or all of your content stored on the Service and/or Olympus may cancel your Service in their entirety. Data that is deleted may be irretrievable.

6.2

In case that you may not have ordered a License within 6 months from the lapse of a trial license, your Customer Account and your configured data are deleted.

6.3

In case you want to cancel this Service, you need to ask your Dealer to disable your account. .

6.4

When you hope for the extension of this Service, you shall notify such extension hope by accessing Olympus Dictation Portal at least thirty (30) days prior to the end of each Service period. The purchase order must be placed at the Dealer or Olympus.

7 Service Disruption

Olympus strives to keep the Service up and running; however, all features of the Service suffer occasional disruptions and outages, and Olympus isn't liable for any disruption or loss you may suffer as a result.

8 Payment

8.1

In case you ordered your License(s) directly from Olympus, you hereby agree to pay such charge. The price stated for the Service excludes all applicable taxes and currency exchange settlements, unless stated otherwise. You are solely responsible for paying such taxes or other charges. Olympus may suspend or cancel the Service if it does not receive an on time, full payment from you or the Dealer. Suspension or cancellation of the Services for non-payment could result in a loss of access to and use of Customer Account and its content.

8.2

In case you ordered your License(s) from Dealer, you agree to accept the charge from Dealer (Detail condition of such charge and payment is determined by such Dealer).

8.3

Olympus may change the price of the Service at any time and will notify you by email at least 15 days before the price change. If you don't agree to the price change, you must cancel and stop using the Services before the price change takes effect. If there is a fixed term and price for your service offer, that price will remain in force for the term. Price changes will only apply to renewed or new licenses.

8.4

Unless otherwise provided by law or by a particular service offer, all purchases are final and non-refundable.

8.5

You should accept the following; (i) you may not receive a refund at the time of cancellation, or (ii) you may lose access to and use of your Customer Account when you cancel the Services.

8.6

You have to refund Olympus all reasonable costs that incurred in regard to past due amounts. These costs include reasonable attorney fees and other legal fees and costs.

9 No Warranty

OLYMPUS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, GUARANTEES OR CONDITIONS WITH RESPECT TO YOUR USE OF THE SERVICE. YOU UNDERSTAND THAT USE OF THE SERVICE IS AT YOUR OWN RISK AND THAT OLYMPUS PROVIDES THE SERVICE ON AN "AS IS" BASIS "WITH ALL FAULTS" AND "AS AVAILABLE." OLYMPUS DOES NOT GUARANTEE THE ACCURACY OR TIMELINESS OF INFORMATION AVAILABLE FROM THE SERVICE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL

LAW, OLYMPUS EXCLUDES ANY IMPLIED WARRANTIES, INCLUDING FOR MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, AND NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT COMPUTER AND TELECOMMUNICATION SYSTEMS ARE NOT FAULT-FREE AND OCCASIONAL PERIODS OF DOWNTIME OCCUR. OLYMPUS DOES NOT GUARANTEE THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR THAT CONTENT LOSS WON'T OCCUR.

10 Limitation of liability

If Olympus breaches this Agreement, you agree that your exclusive remedy is to recover direct damages up to an amount equal to your services fee for one month. YOU CAN'T RECOVER ANY OTHER DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE. These limitations and exclusions apply if this remedy doesn't fully compensate you for any losses or fails of its essential purpose or if Olympus knew or should have known about the possibility of the damages. To the maximum extent permitted by law, these limitations and exclusions apply to anything related to this Agreement such as loss of content; any virus affecting your use of the services; delays or failures in starting or completing transmissions or transactions; claims for breach of contract, warranty, guarantee, or condition; strict liability; negligence; misrepresentation or omission; trespass; violation of statute or regulation; or unjust enrichment.

10.1 Governing Law and Jurisdiction

In the event of any dispute or difference which may arise between you and Olympus hereto, out of or in connection with this Agreement, such dispute or difference shall be finally settled by as following;

(i) If you live in (or, if you are a business, you are headquartered in) the United States, and North or South America outside the United States, this Agreement shall be fully governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard for the conflicts of laws rules thereof. All dispute or difference shall be adjudicated exclusively by a court of competent jurisdiction within the County of Lehigh, Commonwealth of Pennsylvania

(ii) If you live in (or, if you are a business, you are headquartered in) Europe, Africa or Russia, this Agreement shall be fully governed by and construed in accordance with the laws of Germany, without regard for the conflicts of laws rules thereof. All dispute or difference shall be adjudicated exclusively by a court of competent jurisdiction within Hamburg, Germany.

(iii) If you live in (or, if you are a business, you are headquartered in) Australia or New Zealand, this Agreement shall be fully governed by and construed in accordance with the laws of the Australia, without regard for the conflicts of laws rules thereof. All dispute or difference shall be adjudicated exclusively by a court of competent jurisdiction within the State of Victoria, Australia.

11 Survival

The Articles 3, 8, 9, 10, and 10.1 shall survive the expiration or termination of this Agreement.

12 Assignment

Olympus may assign this Agreement, in whole or in part, at any time without notice to you. You may not assign this Agreement or transfer any rights to use the Service.

13 Notices

You consent to Olympus providing you notifications about the Service or information the law requires Olympus to provide via email to the address that you specified when you signed up for the Service. Notices emailed to you will be deemed given and received when the email is sent. If you don't consent to receive notices electronically, you must stop using the Service.

14 Interpretation

This is the entire agreement between you and Olympus for your use of the Service. It supersedes any prior agreements between you and Olympus regarding your use of the Service. All parts of this Agreement apply to the maximum extent permitted by relevant law. If a court holds that Olympus can't enforce a part of this Agreement as written, we may replace those terms with similar terms to the extent enforceable under the relevant law, but the rest of this Agreement remains in force. The Agreement's each Article titles are for reference only and have no legal effect.

15 No third-party beneficiaries

This Agreement is solely for your and Olympus's benefit. It isn't for the benefit of any other person, except for Olympus's successors and assigns.

16 Customer support

The detail condition of customer support for the Service is determined by Dealer.

17 Compliance

You agree to comply with all such United States and other jurisdictions' export and technology laws and regulations that apply to the Service.

18 Attention

Except as otherwise indicated on the Website, Olympus owns the copyright in all the Information featured on the Website and in the Service and all related intellectual property rights, including but not limited to all database rights, copyrights, unregistered and registered trademarks and logos.

Nothing in the Website or Service is intended to grant, by implication or otherwise, any license or right under any patent, trademark or other intellectual property owned by Olympus.

19 Privacy Policy

Please read the Privacy Policy to learn how Olympus use and protect your information.

Below you will find the updated Privacy Policy for ODP (<https://www.dictation-portal.com>) which applies to any information provided or collected through this website.

Olympus Imaging, Corp. with legally registered head office in 43-2 Hatagaya 2-chome, Shibuya-ku, Tokyo, Japan ("Olympus", "we", "us") will process your information in its capacity of data controller.

We understand that registering online involves significant trust on your part. We value your trust, and make it a high priority to ensure the security and confidentiality of the personal information you provide to us. Please read this policy to learn about our privacy practices.

19.1 What information we collect from you?

In General. We receive and store any information you enter on our website or give us in any other way. This includes information that can identify you ("personal information"), including your first and last name, telephone number, postal and email addresses. All the information we request from you is required in order for your registry in the Olympus Dictation Delivery Service . The lack of such information prevents us from completing the registration process.

Automatic Information. We do not collect any information from you neither from your computer during your online activity in our website.

19.2 How we use your information?

We use information about you for the following general purposes so long as you have given your consent: to manage your request to register in the Dictation Delivery Service and to manage your membership and your access to the features that the Dictation Delivery Service provides; to communicate with you in general; to notify grant non-exclusive license of this Services(including its purchase order or extension). ; to measure interest in and improve the Dictation Delivery Service and its website; troubleshoot problems; to prevent potentially prohibited or illegal activities; and as otherwise described to you at the point of collection.

Email Communications. We will only send you service related non-promotional electronic messages.

19.3 With whom we share your information?

With your consent, we may share your information with Companies within our corporate family. We may share your personal information with the following affiliated companies within the Olympus business group, Olympus Europe SE & Co. KG, Olympus Imaging America Inc., Olympus Imaging Australia Pty Ltd. and Olympus KeyMed Ltd. which will also participate in the programmed providing Olympus Imaging, Corp. with support. Additionally, we may share your information with such affiliated company's dealer or distributor who has a need to know such information and who are bound to keep such information under this Policy.

None of these companies will process the data for any purpose other than the management of the Dictation Delivery Service.

We also may share your information:

In response to subpoenas, court orders, or other legal process; to establish or exercise our legal rights; to defend against legal claims; or as otherwise required by law. In such cases we reserve the right to raise or waive any legal objection or right available to us.

When we believe it is appropriate to investigate, prevent, or take action regarding illegal or suspected illegal activities; to protect and defend the rights, property, or safety of our company or this website, our customers, or others; and in connection with our Dictation Delivery Service.

In connection with a corporate transaction, such as a divestiture, merger, consolidation, or asset sale, or in the unlikely event of bankruptcy.

Other than as set out above, you will be notified when personal information about you will be shared with third parties, and you will have an opportunity to choose not to have us share such information.

19.4 How long will we keep your personal data?

In order to maintain data updated, we will retain the personal data of registered users as active users for an effect period of your Customer Account ("account"). After the expiration of such Customer Account), your profile will become inactive and you will not be able to log in without requesting to be active of account again.

19.5 Right to access your information and other rights

You can access to your personal account that is created when you register in the website ("View Account") to update the information we have about you. You can close your account by requesting such close to your dealer (who is accepted your order). Please note that after you close an account, you will not be able to sign in or access any of your personal information.

If you do not hold an account with us or wish to contact us in relation to any personal information that is not displayed in your account you may ask your dealer (who is accepted your order) to access, delete and modify the information that we hold about you.

19.6 Cookies and other technologies

We only use Session cookies in the Dictation Delivery Service. Session cookies - these cookies allow website operators to link the actions of a user during a browser session. A browser session starts when a user opens the browser window and finishes when they close the browser window. Session cookies are created temporarily. Once you close the browser, all session cookies are deleted. Except as set forth the above, Olympus does not use any cookies or other similar technologies for tracking visitors in this website.

19.7 How we protect your information

We want you to feel confident about using this website and we are committed to protecting the information we collect. While no website can guarantee security, we have implemented appropriate administrative, technical, and physical security procedures to help protect the personal information you provide to us. For example, only authorized employees are permitted to access personal information, and they may only do so for permitted business functions. In addition, we use encryption when transmitting your sensitive personal information between your system and ours, and we employ firewalls to help prevent unauthorized persons from gaining access to your information.

19.8 Children's privacy

This is a specific audience directed website and does not offer services directed to children. Registration in the website is required and will not be granted to children. If we gain actual knowledge that a child under the age of 14 has provided any personal information to us, we will immediately delete this information.

19.9 External links

Any part of this website links you to other sites, those sites do not operate under this Privacy Policy. We recommend you examine the privacy statements posted on those other websites to understand their procedures for collecting, using, and disclosing personal information.

19.10 Transfer of Your Data Abroad

All the data collected from you will be processed in the Ireland. However, Olympus belongs to a large international group of companies. In light of this fact, we may, from time to time give access to your information to the above mentioned Olympus Companies located in another country. If you are visiting our website from outside the European Union, please be aware that your information may be transferred to, stored, and processed outside the European Union, where data protection and other laws of other countries might not be as comprehensive as those in your country, but please be assured that we take steps to ensure that your privacy is protected. By using our services, you understand that your information may be accessed from our facilities as described in this Policy.

19.11 Changes to this Privacy Policy

We may update this Privacy Policy in the future. We will notify you about material changes to this Privacy Policy by sending a notice to the email address you provided to us or by placing a prominent notice on our website.

This Privacy Policy is effective as of 1 October 2013.