

# visuReal MASTER Update 1.6



## TOPICS

### New Features:

1. **Multi-user capability**
2. **GDPR compliant storage time extension to 6 months**

### Information about New Features

#### Point 1: **Multi-user capability**

More flexibility in everyday work – from version 1.6 you can operate visuReal MASTER on up to 15 end devices simultaneously.

#### How does it work? Here are the details:

1. Recording and editing:

Measurement image recordings can only be made from one unit at a time. Recorded measurements/ measurement images can be edited from up to 15 end devices simultaneously. Here, the rule is “first come, first served”, i.e. the device that first starts the recording for a measurement receives the rights for the recording. As soon as the recording is completed, the same or another device can start recordings and the rights are re-assigned to the respective device.

2. Device hierarchy:

There is no hierarchy among the devices, all have the same permissions.

3. Edit measurements:

As long as a measurement is being processed by one unit, it cannot be opened from another unit. A corresponding message is displayed.

4. Automatic saving of measurements:

If you cannot finish editing a measurement, it is automatically saved with the last change after 60 seconds of inactivity and the software returns to the start page. Inactivity means, that no measurement marks are touched / changed and no buttons are tapped. The measurement can be reopened and edited later from the history.

5. Access limitation:

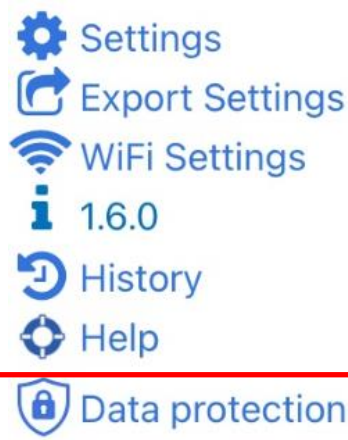
A maximum of 15 end devices have access to the measurements, i.e. 1 device can record and 14 devices have simultaneous access to existing measurements of the visuReal MASTER software. Second possible case: 15 devices can access measurements without one of them starting a recording.

**Point 2: GDPR compliant storage time extension up to 6 months**

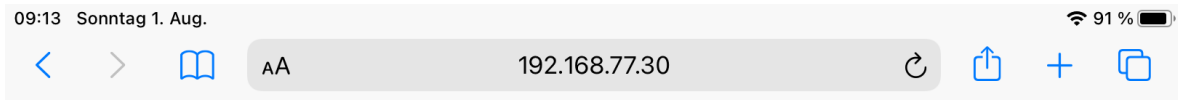
From now on, you have the possibility to access measurement data even after weeks and months and to evaluate or edit them. For this purpose, there is the storage time extension to 6 months. By default, visuReal MASTER devices are delivered with 72 hours of storage time. If you would like to extend this time, you must actively confirm the corresponding GDPR declaration.

How does it work? Here are the details:

- 1) The device must be connected to the internet.
- 2) In the main menu, the menu item Data protection must be selected.



- 3) A new page showing the GDPR provision is displayed.



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### **DATA PROCESSING AGREEMENT (DPA)**

The parties agree that this Data Processing Agreement ("**DPA**") sets forth their obligations relating to the Processing of Personal Data (as those terms are defined below) when the Customer makes use of VisuReal Master tool ("**VRM**"), a service provided by Hoya Holdings N.V. ("**Hoya**") to you ("**Customer**") pursuant to the terms and conditions or agreement between the Parties ("**Agreement**"). By continuing to use VRM, Customer agrees to abide by the terms of this DPA. In the event of a conflict between the terms set out in this DPA and any terms set out in the Agreement, this DPA shall prevail.

#### **1. DEFINITIONS AND QUALIFICATIONS**

Except where explicitly stated otherwise in this DPA, the following terms shall have the following meaning:

- "**Controller**", "**Personal Data Breach**", "**Data Subjects**", "**Data Supervisory Authority**", "**Personal Data**", "**Processing**" and "**Processor**" shall have the same meaning as set out in the GDPR.
- "**Applicable Data Protection Laws**" means all applicable laws that relate to the processing of Personal Data under this DPA including without limitation the GDPR and CCPA.
- "**GDPR**" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC (General Protection Regulation).
- "**CCPA**" means the California Consumer Privacy Act of 2018 (as amended), Cal. Civ. Code §§ 1798.100-1798.199 as applicable to either party and as amended, repealed, consolidated or replaced from time to time.
- "**Controller to Processor Clauses**" means, as relevant, the standard contractual clauses for the transfer of Personal Data to data processors established in third countries set out in the Commission Decision of 5 February 2010, as amended, updated, replaced, and in force from time to time.
- "**Processor to Processor Clauses**" means, as relevant, the standard contractual clauses for the transfer of Personal Data to data processors established in third countries set out in the Commission Decision of 4 June 2021, as amended, updated or replaced from time to time.
- "**Third Country**" means any country outside of the scope of the data protection laws of the

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I agree

- 4) When the GDPR text appears, please read the text carefully and scroll down so that you can complete the mandatory fields.

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this DPA and the Agreement.

**5. INDEMNIFICATION**  
Customer will indemnify and hold Hoya harmless for any claims, liabilities, costs, expenses, losses, or damages (including consequential losses, loss of profit and loss of reputation and all interest, penalties and legal and other professional costs and expenses) incurred by Hoya arising directly or indirectly from a breach of Article 4(b).

**6. CHANGES IN APPLICABLE DATA PROTECTION LAWS**  
The parties agree to negotiate in good faith modifications to this DPA if changes are required for Hoya to continue to process the Customer Data as contemplated by this DPA in compliance with the Applicable Data Protection Laws or to address the legal interpretation of the Applicable Data Protection Laws, including (i) to comply with the GDPR or any national legislation implementing it and any guidance on the interpretation of any of their respective provisions; (ii) the Controller to Processor Clauses or any other mechanisms or findings of adequacy are invalidated or amended, or (iii) if changes to the membership status of a country in the European Union or the European Economic Area require such modification.

**7. TERM**  
This DPA is entered into and will remain in force until complete deletion or complete return of all Customer Data to Customer in compliance with this DPA.

**8. LAW AND JURISDICTION**  
This DPA and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in all respects in accordance with the laws of Netherlands and shall be deemed to have been made in the Netherlands, and each party hereby submits to the jurisdiction of the courts of the Netherlands.

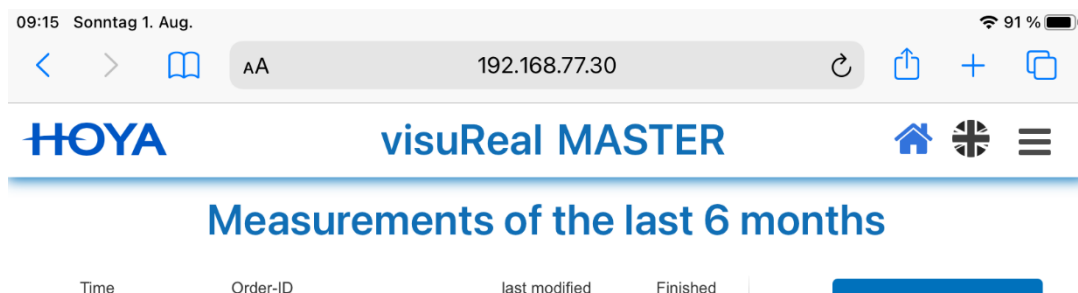
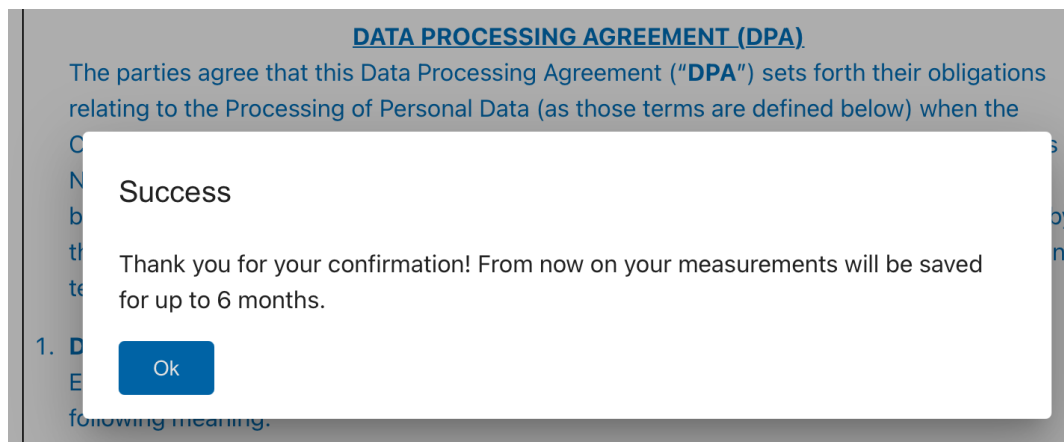
My company name   
My customer number   
My name   
Serial number of visuReal Master

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I agree

- 5) Complete mandatory fields:
  - a. Company name
  - b. Customer number (Hoya or visuSolution – depends from whom you purchased the system)
  - c. User name
  - d. Serial number of the visuReal MASTER device (will be read by the system)
  
- 6) If all mandatory fields are filled in, confirm the GDPR provision. This confirmation is sent to the visuReal MASTER server.

- 7) You will receive a message that the 6 months storage time has been activated.



#### Further important notes:

- After the Update please clear the cache of the browser, before you start to discover the new features.
- The GDPR provision for the Hoya software version currently appears in English only.
- Once you have agreed to the GDPR provision, you can no longer revoke your consent via visuReal MASTER. If you wish to revoke your consent, you must communicate this in writing (by e-mail) to visuSolution or Hoya. The deactivation of the extended storage time is carried out by remote control on behalf of visuSolution. You will be informed subsequently by Hoya/visuSolution about the success of the referral.
- If Hoya takes a unit from a customer, the extended storage time must be deactivated before the unit is sold/lent again to another optician / customer.
- It is not recommended to activate the storage time extension on replacement / exchange units.
- In the event of a dispute, the confirmed GDPR document can



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Designed and developed by

