

NanoCare™ Tech ASSIST SERVICE PROGRAM GENERAL TERMS AND CONDITIONS

By proceeding to purchase a Service Program, the Customer confirms that it has read and accepted the Quote and these Service Program General

1. **Service and Support:** The services to be provided by Nanosonics under this Service Program, include Comprehensive trophon device Clinical Engineering BioMed technical training workshop for up to 3 authorized users that provides Customer the knowledge and expertise to service trophon devices. For Customer's convenience, training can be conducted onsite at Customer's facility or virtually and includes annual trophon device registration. Cost is per event. Travel costs billed separately when on-site training is selected and are subject to these Service Program General Terms and Conditions (hereinafter, the "**Services**").
2. **Term:** The Term commences on the date of each Authorized User's certificate completion date and shall continue for a period of Five (5) year, unless otherwise agreed to by the parties (the "Initial Term"). After the Initial Term, the Term will renew on an annual basis upon payment of the annual Fee (each a "Renewal Term" or collectively the "Term")
3. **Training Workshop Tuition:** Where a Training Workshop Tuition is purchased, Nanosonics will provide 2 days of service and support training for up to 3 people for the fees specified in the Quote. Additional individuals may be joined to any group training, for an additional cost. The completion of the Training Workshop Tuition does not authorize any person to provide training to other individuals. All persons that will provide servicing on Nanosonics' product, must receive training directly from authorized Nanosonics' staff. Customer agrees that the training provided shall be for internal, non-commercial use only. In advance of the Training Workshop Tuition, Customer must purchase a Service Support Kit for each attendee. Once the attendee has registered their Service Support Kit details with Nanosonics, the individual is an "**Authorized User**". Travel and expenses incurred by Nanosonics training instructors/engineers to and from the Customer's training site will be at the Customer's cost.
4. **Service Support Kits:** Customer must purchase a Service Support Kit for each person that will perform service and maintenance on trophon devices. The Service Support Kit enables an Authorized User to access and use the Service and Maintenance Software (Software) for Five (5) year. The Customer will ensure that each Authorized User is operating the Software using a valid Service Support Kit, which is to be assigned only to a specific Authorized User. Once purchased, the Service Support Kit remains licensed to the Customer throughout the Term. Upon renewal of this Agreement, the Service Support Kit term will also be renewed. The Service Support Kit is unique to the Authorized User and is not transferrable. In the event that an Authorized User ceases employment with the Customer, Customer must notify Nanosonics. Fees for the Service Support Kit are non-refundable. If Customer becomes aware of inappropriate or unauthorized Service Support Kit use, Customer will notify Nanosonics as soon as reasonably possible. Where Nanosonics is made aware that a Service Support Kit is subject to inappropriate or unauthorized use, Nanosonics may require Customer to pay a fee to Nanosonics. After the expiry of the Service Support Kit, Customer will need to purchase a further Service Support Kit to enable its Authorized User(s) to continue to service and maintain Nanosonics' trophon devices.
5. **End User License Agreement:** Customer must ensure that their Authorized User agrees to, accepts and complies with the terms of the End User License Agreement (**EULA**) for the Software. All Authorized Users must accept the EULA as a pre-requisite to participating in the Training Workshop Tuition. A copy of the EULA can be provided upon request.
6. **Device Registration:** Customer's entire install base is covered under this Service Program and each device is subject to the annual Fee, as detailed in the Quote. If changes to Customer's install base are made throughout the Term, each additional device is subject to the annual Fee and will be added to this Service Program as a registered device.
7. **Preventative Maintenance and Service:** Customer is responsible for performing annual preventative maintenance and major service at every 5k cycle as specified in the instructions for use on its trophon devices covered under this Service Program ("Preventative Maintenance"). Customer's failure to perform the Preventative Maintenance may result in additional fees and or conversion to a traditional non-discounted full service contract.
8. **Back to Depot:** At Customer's request, a device requiring repair that is outside of the scope of Preventative Maintenance, may be sent back to Nanosonics' repair center for repair ("Back to Depot Repairs"). Nanosonics will perform the necessary repairs and return the device to the Customer. No additional cost is associated with Back to Depot Repairs unless such repairs are out of scope as described below.
9. **Ongoing support:** Upon completion of the Training Workshop Tuition and payment of the Fees on time as set out in clause 16 below, Nanosonics will provide ongoing technical support to the Customer through live contact with a Nanosonics service staff member via telephone and email for the Term of this Agreement.
10. **Service Parts:** Nanosonics will provide Customer parts for Preventative Maintenance or a repair needed on any device registered under this Service Program throughout the Term, subject to Customer paying all the Fees on time as set out in clause 16 below. Customer shall not resell parts for any reason.
11. **Service warranty:** All parts and labor provided as part of the Services have a 6-month warranty.
12. **Out of scope servicing:** Nanosonics reserves the right to charge the Customer on a case-by-case basis for any servicing or repairs that are reasonably out of scope of the Service Program paid for. Nanosonics will provide an estimate of the time and cost for any out of scope servicing or repairs required and will not proceed until a Customer confirms such quote.
13. **Service Locations:** The Services will be delivered at the Service Program Location(s) as specified by the Customer. Customer agrees to complete a separate form provided by Nanosonics to identify all relevant device information needed prior to the training date. Where the Services are provided in field at the Customer's site, the relevant Customer address is as indicated in the Customer Details section of the form or as agreed between the parties. The Services will be delivered at the time training is scheduled. If the Customer changes its registered business address, changes its business premises, or makes arrangements to move Nanosonics products to any other location, it must notify Nanosonics in writing.
14. **In field / on-site Services:** Where the Services are performed at the Customer's site or premises, the Customer shall provide Nanosonics personnel with access to the site or premises, provide Nanosonics personnel with sufficient working space and resources to perform the Services, ensure compliance at all times with all Applicable Laws (as defined below) and guidelines relating to work, health and safety requirements and shall provide a safe workplace for Nanosonics' personnel to conduct the relevant training under the applicable Service Program. Customer acknowledges that Nanosonics' personnel may be required to use Customer's consumables to perform the Services and Customer agrees to provide consumables for this purpose, if required.
15. **Loaner Unit:** A loaner trophon device is provided by Nanosonics to Customer if a Back to Depot repair is necessary during the Term ("Loaner"). The Customer must return the Loaner to Nanosonics within 5 working days after the Customer's repaired trophon device has been returned to the Customer or after the end of training. Nanosonics bears ground transportation costs when providing a Loaner to Customer. Customer agrees that the provision of any Loaner is subject to the following conditions: (a) the Loaner remains the property of Nanosonics at all times; (b) Nanosonics reserves the right to call for the return of the Loaner at any time as it sees fit; (c) Loaner(s) are provided to the Customer for use for training purposes only, and only for the duration of such training; (d) the Customer must keep the Loaner in good working condition; (e) **the Customer will be responsible for any damage to the Loaner resulting from any improper usage or improper packaging;** (f) the Customer must return the Loaner to Nanosonics once training is completed, such return will be at

Nanosonics' cost; and (g) Nanosonics reserves the right to charge the Customer a \$500 fee if the Loaner is not returned to Nanosonics as stipulated above every 30 days the Loaner remains unreturned. During the Term of this Agreement, the Customer bears all risks of loss or damage to the Loaner in its possession or control. The Customer will keep the Loaner insured against all risks of loss or damage for an amount equal to its replacement cost during the term of this Agreement.

16. **Fees:** The Customer agrees to pay the Fees to Nanosonics as specified in the Quote. Fees paid are non-refundable. **In the event of non-payment or late payment of the Fee outlined in the Quote, Nanosonics reserves the right to, at its sole option, suspend the provision of the Services and/or immediately terminate this Agreement upon thirty (30) days' written notice and all outstanding fees or invoices will become immediately due and payable.**
17. **Payment terms:** The Customer will pay Nanosonics, via cheque or bank transfer, payment in US dollars, at the net amount of the invoice issued by Nanosonics to the Customer within thirty (30) days of the date of the invoice, except for any amounts disputed by the Customer.
18. **Expiry; Termination:** This Agreement will expire at the end of the Term, or Initial Term. Customer understands and agrees this Service Program and the Agreement may not be terminated for convenience at any time.
19. **Default:** If the Customer: (a) fails to pay all or any part of any invoice when due, (b) fails to observe or perform any of its other obligations under this Agreement, or (c) becomes insolvent, is adjudicated a bankrupt, voluntarily files or permits the filing of a petition in bankruptcy, makes an assignment for the benefit of creditors, seeks any similar relief under any bankruptcy laws or related statutes or a receiver is appointed for its assets, then Nanosonics may declare an event of default. After an event of default, all sums due or to become due from the Customer to Nanosonics may, at Nanosonics' sole option, become immediately due and payable and concurrently, or in the alternative, Nanosonics may at its sole option terminate this Agreement and exercise any other remedies available to Nanosonics under applicable law.

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20. **Use of Loaners and any other Equipment:**
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Customer will use Nanosonics products (including spare parts) and any materials, including any Loaner(s) (the "Equipment") provided during or in relation to the Service Program, solely for training purposes under this Agreement. The Customer agrees to use and operate the Nanosonics Equipment in a proper, careful and safe manner and in strict conformity with all of the requirements and recommendations set forth in Nanosonics' directions and the IFU.

The Customer must not: (a) in any way alter or modify the Equipment; (b) add or attach any unauthorized components of the

Equipment or remove any components from the Equipment for resale, repair or repurpose; (c) provide training or service in the manner or in the place of Nanosonics or use the Equipment in a way that resembles unauthorized Nanosonics training or service; or (d) resell any Equipment.

Customer hereby agrees to indemnify and hold

Nanosonics harmless from any and all liability, claims, damages or loss, including attorneys' fees, from any third parties related to Customer's possession, use or potential misuse of the Equipment.

21. **Product use:** Services will be provided by Nanosonics (or its authorized partner provider) and are subject to the trophon device covered under this Service Program being: (a) used, stored, cleaned and maintained at all times in accordance with the product's IFU; (b) being serviced only by authorized service personnel and genuine parts; (c) not being damaged due to external or environmental causes of any kind (including factors such as voltage fluctuations, excess voltage or power failure); or (d) damaged as a direct or indirect result of any malicious or negligent act or omission by any person. Should any non-compliance with the foregoing be found, your Service Program will be void.
22. **Compliance with Applicable Laws:** Each party shall comply with all federal, provincial and local laws, regulations and ordinances applicable to its business and activities ("Applicable Laws"). The Customer acknowledges that the products and services are or may be subject to the regulation of the FDA or other federal regulatory bodies. The Customer shall not use or handle or permit the products to be used or handled in a manner that does not comply with applicable FDA requirements or other Applicable Laws or for any non-medical, entertainment or amusement purposes. Additionally, each party represents, warrants and agrees that such party has not been and during the term of the agreement will not be suspended, excluded from participation in, or sanctioned under, any federal or state health care program (including, without limitation, Medicare and Medicaid), convicted of any criminal offense related to the delivery of any medical or health care services or supplies, or related to the neglect or abuse of patients, or suspended, excluded or sanctioned under any other federal program.
23. **Warranty: EXCEPT AS EXPRESSLY SET FORTH HEREIN, NANOSONICS PROVIDES THE SERVICES ON AN "AS-IS" BASIS AND, TO THE FULLEST EXTENT PERMITTED BY LAW, NANOSONICS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE PERFORMANCE OF NANOSONICS' OBLIGATIONS UNDER THIS AGREEMENT.**
24. **Limitation of Damages:** Nanosonics' liability with respect to any claim by the Customer or any third party arising out of, or in any way relating to, any product or services provided by Nanosonics to the Customer pursuant to this Agreement (including without limitation such product's sale or use) will be limited solely to

the cost of such product or service IN NO EVENT WILL NANOSONICS BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES AS A RESULT OF EQUIPMENT, PERFORMANCE, OR USE OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO LOST

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PROFITS, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY OR OTHER LOSSES OF THE CUSTOMER OR ANY THIRD PARTY ARISING OUT OF OR IN ANY WAY RELATING TO THE SALE OR USE OF SUCH PRODUCT OR SERVICE.

25. **Assignment and Subcontracting:** The Customer agrees not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or delegate to any individual or third party, any rights under this Agreement including by way of change of control, without the written consent of Nanosonics. Nanosonics may subcontract its obligations under this Agreement to an affiliate or authorized service partner. Nanosonics shall remain responsible for all acts or omissions of the subcontractors it appoints and shall remain responsible for the performance of all of its obligations under this Agreement.
26. **Privacy:** To the extent personal information, including a Customer's user details that is input, stored, used or managed in the Equipment that is subject to the Service Program, Customer acknowledges that during the course of performing its obligations under this program, Nanosonics may have access to such personal information stored in the Equipment and Nanosonics shall collect, use and disclose such information strictly in accordance with its Privacy Policy and for the incidental purpose of undertaking the service or repairs under the Service Program.
27. **Confidentiality:** All know-how, financial information and other commercially valuable or sensitive information relating to a party's business, operations, plans or products in whatever form, including price lists, trade secrets, and any other materials or information of whatever description which a party regards as confidential, proprietary or of a commercially sensitive nature that may be in the possession of a party's personnel ("Confidential Information") must not be used by the Customer for any other purpose than to comply with this Agreement. The Customer must take all action necessary to maintain the confidential nature of the Confidential Information and not disclose any of the Confidential Information to any person, other than its employees or consultants subject to obligations of confidence who need to have access to the Confidential Information and who have been made aware of the requirements of this clause. This clause 27 survives the termination or discharge of this Agreement.
28. **Intellectual Property:** Customer acknowledges that any and all intellectual property used, conceived or created in providing the Services or that would otherwise arise or come into existence under this Agreement, remains the property of Nanosonics and that Customer acquires no right, title or interest in or to such intellectual property. Customer hereby assigns all right,

title, and interest in and to any and all intellectual property conceived or created in relation to the Services or that would otherwise arise or come into existence under this Agreement.

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29. **Force Majeure:** Nanosonics will not be liable for any delay or failure in performance of any Services which are caused by, or in any manner arise from, directly or indirectly, any labor disturbances, embargos, riots, storms, fires, explosions, epidemics, acts of God or public enemies, inability to obtain necessary labor or raw materials, accidents or breakdown to, or mechanical failure of, machinery or equipment, changes in economic conditions, delays or interruptions in transportation or any other causes beyond Nanosonics' control. If Nanosonics' performance is rendered permanently impossible or impracticable, either Party may terminate this Agreement upon written notice to the other Party, and, upon such termination, Nanosonics will have no liability to Customer and Customer will be refunded or credited with the pro-rated portion of the Fees that are unused.

30. **General:** This Agreement constitutes the entire agreement between the parties regarding the subject matter of this Agreement and supersedes all other agreements and understandings, whether written or oral, with respect to the subject matter of this Agreement. This Agreement may be amended only in writing, signed by both parties. The failure by Nanosonics to enforce any provision hereof will not be construed as a waiver of such provision or of Nanosonics' right to enforce such provision. An electronic copy of this Agreement with electronic signatures may be treated as an original and will be admissible as evidence of this Agreement. Notices under this Agreement must be provided to sales@nanosonics.us via email.

The parties agree to perform their respective obligations under this agreement in good faith. Neither party shall seek to compete with the other party or conduct its affairs in a manner that negatively impacts the business or reputation of the other.

31. **Governing Law; Dispute Resolution:** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, USA. Each of the Parties hereby irrevocably and unconditionally (a) consents to submit to the non-exclusive jurisdiction of the United States District Court for the applicable state court located in the State of Delaware, USA for any action or proceeding arising out of or relating to this Agreement; (b) waives any objection to the laying of venue of any such action or proceeding in such courts; and (c) waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.