

1. General Terms and Conditions.

(a) These Terms and Conditions, in conjunction with the attached Quotation and the exhibits, attachments and/or documents referenced herein (together, the “**Agreement**”) represent the final and complete agreement between ImpediMed, Inc. (“**ImpediMed**”) and the customer identified in the Quotation (“**Customer**”). This Agreement comprises the entire agreement between the parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. No other terms or conditions in any way modifying or changing the provisions of this Agreement (including any preprinted terms on Customer’s purchase order, regardless whether or when Customer has submitted its purchase order or such terms) shall be binding upon either party unless made in writing and signed by both parties. Fulfillment of Customer’s order does not constitute acceptance of any of Customer’s terms and conditions and does not serve to modify or amend this Agreement.

(b) Notwithstanding the foregoing, this Agreement is not binding on ImpediMed until ImpediMed receives and accepts a copy of the Quotation signed by Customer. Once ImpediMed receives and accepts a copy of the Quotation signed by Customer, the Quotation becomes an “Order” and this Agreement is binding and cannot be cancelled by Customer for any reason, except as provided in the Quotation. The full purchase price amount set forth in the Order for any hardware and equipment shall be due and payable by Customer to ImpediMed upon shipment, and any other charges, including subscription and use fees or service charges shall become due and payable pursuant to the payment schedule set forth in the Quotation, unless otherwise agreed to in writing by ImpediMed.

(c) Certain Definitions. For purposes of this agreement –

(i) “**Administrative Users**” means those administrators of Customer who have been granted administrative accounts to the SOZO System. The maximum number of Administrative Users may be limited via a Quotation / Documentation.

(ii) “**Users**” means clinical users of the SOZO System who will have access to protected health information, as defined below, of Customer’s patients. Only licensed/qualified clinicians or support personnel acting in a treatment capacity may be granted access to User accounts.

(iii) “**Documentation**” means ImpediMed’s user guides, instruction manuals, policies and procedures, including with respect to the use of the SOZO System, the mySOZO application and the mySOZO.com website. The Documentation may be updated by ImpediMed from time to time by posting the updated Documentation on its website or upon notice to Customer.

2. SOZO System.

ImpediMed shall deliver to Customer the products and services referenced in the Quotation (collectively, the “**SOZO System**”), subject to availability of the SOZO System, which may consist of Hardware, Software, and SOZO Services. “**Hardware**” refers to tangible equipment such as the SOZO[®] device, support stand, tablet and accessories/Peripherals. “**Software**” refers to all forms of software, whether pre-installed, embedded (e.g., firmware), in read only memory, or found on any other media or other form and specifically includes the mySOZO app installed on the Hardware, but specifically excludes the SOZO Services. “**SOZO Services**” refers to the ImpediMed’s cloud based SOZO software platform delivered on a software-as-a-service (SaaS) basis, including as available through mySOZO.com.

3. Regulatory Restrictions.

Customer hereby represents and warrants that Customer will only use the SOZO System for the indication included on the SOZO System labeling and in accordance with the SOZO System Documentation. Customer understands that to the extent the SOZO

System or any components thereof have received authorization, accreditation, registration or licensing from any applicable governmental authority or organization (e.g., U.S. Food and Drug Administration, Centers for Medicare & Medicaid Services approved accreditation organization, or comparable non-U.S. body) that the SOZO System or such components have only been approved for the specific indication on the applicable product labeling and have not been tested for safety and efficacy in any other use. Customer shall not use the SOZO System in any manner requiring any additional authorization. Customer shall defend, indemnify and hold ImpediMed harmless for any and all claims arising out of Customer’s use of the SOZO System for any purpose other than as authorized herein.

4. Delivery.

(a) The Hardware will be made available for pick-up by the carrier within a reasonable time after ImpediMed receives and accepts a copy of the Quotation signed by Customer, subject to availability of finished Hardware. Delivery or shipping dates, if any, set forth herein are approximate only. ImpediMed will endeavor to meet delivery schedules or shipping dates requested by Customer, but in no event shall ImpediMed incur any liability for any loss, damages, or expenses (consequential, special, or otherwise) incurred by Customer as a result of any delay in delivery for any reason.

(b) Unless otherwise agreed in writing by the parties in the Quotation, ImpediMed shall deliver the Hardware to the shipping address identified in the Quotation (“**Ship To Point**”) using ImpediMed’s standard methods for packaging and shipping such Hardware. Customer shall provide equipment and labor reasonably suited for receipt of the Hardware at the Ship To Point.

(c) If for any reason Customer fails to accept delivery of any of the Hardware on the date fixed pursuant to ImpediMed’s notice that the Hardware have been delivered at the Ship To Point, or if ImpediMed is unable to deliver the Hardware at the Ship To Point on such date because Customer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Hardware shall pass to Customer; (ii) the Hardware shall be deemed to have been delivered; and (iii) ImpediMed, at its option, may store the Hardware until Customer picks them up, whereupon Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

5. Non-delivery.

(a) The quantity of any installment of Hardware as recorded by ImpediMed on dispatch from ImpediMed’s or its agent’s shipping facilities is conclusive evidence of the quantity received by Customer on delivery unless Customer can provide conclusive evidence proving the contrary.

(b) ImpediMed shall not be liable for any non-delivery of Hardware (even if caused by ImpediMed’s negligence) unless Customer gives written notice to ImpediMed of the non-delivery within five (5) business days of the date when the Hardware would in the ordinary course of events have been received.

(c) Any liability of ImpediMed for non-delivery of the Hardware shall be limited to (in ImpediMed’s sole discretion) replacing the Hardware within a reasonable time or adjusting the invoice respecting such Hardware to reflect the actual quantity delivered.

6. Shipping Terms.

Unless indicated otherwise in the Inco Terms on the Quotation, delivery shall be made FOB Destination. Customer shall be responsible for all freight costs, provided that ImpediMed shall be responsible for insurance costs. If no delivery terms are specified on the Quotation, the method of shipping will be in the sole discretion of ImpediMed. Unless directed in writing otherwise by Customer, full invoice value will be declared for all shipments.

7. Title and Risk of Loss for Hardware.

Risk of Loss passes to Customer at such time as the Hardware is made available at ImpediMed’s or its agent’s shipping

facilities. Title passes to Customer upon payment in full for the Hardware. As collateral security for the payment of the purchase price of the Hardware, Customer hereby grants to ImpediMed a lien on and security interest in and to all of the right, title and interest of Customer in, to and under the Hardware, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the California Commercial Code.

8. Inspection and Rejection of Nonconforming Hardware.

(a) Unless expressly provided otherwise in this Agreement, Customer shall be deemed to have accepted any Hardware delivered by ImpediMed under this Agreement upon five (5) business days after delivery of the Hardware to the Customer.

(b) If Customer notifies ImpediMed on any nonconforming Hardware within the time frame above, ImpediMed shall, (i) replace such nonconforming Hardware with conforming Hardware at no additional cost to Customer, subject to the availability of Hardware, or (ii) credit or refund the price for such Nonconforming Hardware pursuant to the terms set forth herein. If, however, ImpediMed determines that the Hardware are not nonconforming Hardware, or if ImpediMed reasonably determines that any nonconformities are due to Customer's improper use thereof, ImpediMed will not replace such allegedly nonconforming Hardware, and will not credit or refund the Prices (defined below) for such Hardware. **NO RETURNS FOR NONCONFORMING HARDWARE ARE ALLOWED IF SUCH PRODUCTS ARE NOT RETURNED TO IMPEDIMED WITHIN THIRTY (30) DAYS FROM THE ORIGINAL SHIPPING DATE.**

(c) THE REMEDIES SET FORTH IN THIS SECTION SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND IMPEDIMED'S ENTIRE LIABILITY WITH RESPECT TO THE PROVISION OF ANY NONCONFORMING OR ALLEGEDLY NONCONFORMING PRODUCTS. Except as expressly stated otherwise herein, all sales of Hardware to Customer are final and non-refundable.

9. Price.

(a) Customer shall purchase the SOZO System from ImpediMed at the prices (the "**Prices**") set forth in the Quotation. Unless specifically stated to the contrary in the Quotation, quoted Prices and discounts are firm for ninety (90) days from the date of the Quotation. Unless explicitly stated to the contrary in the Quotation, if Customer does not execute and return the Quotation within ninety (90) days of the date hereof, prices and discounts are subject to change. Unless otherwise stated, prices are quoted FOB Origin (Incoterms 2010), ImpediMed's or its agent's shipping facilities. Once the Quotation becomes an Order, prices are guaranteed to Customer for the Initial Subscription Term set forth in the Quotation.

(b) All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Customer. Customer shall be responsible for all such charges, costs and taxes (present or future), unless Customer provides ImpediMed with a tax exemption certificate. Customer shall not be responsible for any taxes imposed on, or with respect to, ImpediMed's income, revenues, gross receipts, personnel or real or personal property or other assets.

10. Payment Terms.

(a) Unless otherwise provided in the Quotation, ImpediMed shall invoice Customer upon shipment of the Hardware to Customer, or periodically for any subscription or usage fees, as applicable. If ImpediMed has extended credit to Customer, then Customer shall pay all invoiced amounts due to ImpediMed within thirty (30) days from the date of ImpediMed's invoice, otherwise payment is due immediately upon receipt of invoice. Payment may be made by cash with order, wire transfer of immediately available funds,

or check in US dollars. Any payment terms other than set forth above will be identified in the Quotation.

(b) In addition to all other remedies available under this Agreement or at law (which ImpediMed does not waive by the exercise of any rights hereunder), ImpediMed shall be entitled to (i) temporarily disable (onsite or remotely) access to the SOZO Services so that they are not operational, if Customer fails to pay any undisputed amounts related to the SOZO Services when due hereunder and such failure continues for fifteen (15) days following written notice thereof or (ii) upon reasonable notice, enter Customer's premises and remove the Hardware, if Customer fails to pay any undisputed amounts related to the Hardware when due hereunder and such failure continues for fifteen (15) days following written notice thereof.

(c) Customer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim, whether relating to ImpediMed's bankruptcy or otherwise.

11. Confidential Information.

(a) "**Confidential Information**" means: (i) any information disclosed (directly or indirectly) by one party (in the context of disclosing information under this Agreement, the "**Discloser**") to the other party (in the context of disclosing information under this Agreement, the "**Recipient**") pursuant to this Agreement that is in written, graphic, machine readable or other tangible form (including, without limitation, research, product plans, products, services, equipment, customers, markets, software, inventions, processes, designs, drawings, formulations, specifications, product configuration information, marketing and finance documents, prototypes, samples, data sets, and equipment) and is marked "Confidential," "Proprietary" or in some other manner to indicate its confidential nature; (ii) oral information disclosed (directly or indirectly) by Discloser to Recipient pursuant to this Agreement; provided that such information is designated as confidential at the time of its initial disclosure and reduced to a written summary by Discloser that is marked in a manner to indicate its confidential nature and delivered to Recipient within thirty (30) days after its initial disclosure; and (iii) information otherwise reasonably expected to be treated in a confidential manner under the circumstances of disclosure under this Agreement or by the nature of the information itself. Confidential Information may include information of a third-party that is in the possession of Discloser and is disclosed to Recipient under this Agreement. Confidential Information of ImpediMed shall include the Software and SOZO Services. Confidential Information of each party shall include the terms of this Agreement.

(b) Recipient shall not use any Confidential Information of Discloser for any purpose outside of the scope of this Agreement. Recipient shall not disclose any Confidential Information of Discloser to third parties or to Recipient's employees, except that Recipient may disclose Discloser's Confidential Information to those employees or third-party consultants of Recipient who are required to have such information in order to perform, provide or receive the SOZO System and services under this Agreement. Recipient shall take no less than reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of Discloser. Without limiting the foregoing, Recipient shall take at least those measures that it employs to protect its own confidential information of a similar nature. Recipient shall reproduce Discloser's proprietary rights notices on any such authorized copies in the same manner in which such notices were set forth in or on the original. Recipient shall promptly notify Discloser of any unauthorized use or disclosure, or suspected unauthorized use or disclosure, of Discloser's Confidential Information of which Recipient becomes aware.

(c) The foregoing restrictions pertaining to the Confidential Information shall not apply with respect to any Confidential Information that: (i) was or becomes publicly known through no fault of Recipient; (ii) was known by Recipient before receipt from Discloser, as evidenced by its written records;

(iii) becomes known to Recipient without confidential or proprietary restriction from a source other than Discloser that does not owe a duty of confidentiality to Discloser with respect to such Confidential Information; or (iv) is independently developed by Recipient without the use of the Confidential Information. In addition, Recipient may use or disclose Confidential Information to the extent (x) expressly approved by Discloser in writing and (y) Recipient is legally compelled to disclose such Confidential Information, provided, however, prior to any such compelled disclosure Customer shall, to the extent permitted by applicable law, cooperate fully with Discloser in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information.

(d) Each party acknowledges and agrees that, due to the unique nature of Discloser's Confidential Information, there can be no adequate remedy at law to compensate Discloser for the breach of this Section; and, therefore, that upon any such breach or threat thereof, Discloser shall be entitled to seek injunctive and other appropriate equitable relief (without the necessity of proving actual damages or of posting a bond), in addition to whatever remedies it may have at law, hereunder, or otherwise.

12. Intellectual Property; Software License; Use of SOZO Services.

(a) To the extent that the SOZO System provided under this Agreement contains Software, whether pre-installed, embedded, in read only memory, or found on any other media or other form, such Software, as well as any Updates, and accompanying Documentation are licensed to Customer, not sold and shall remain the sole and exclusive property of ImpediMed or third-party licensors of ImpediMed.

(b) Subject to the terms and conditions of this Agreement and the payment of all fees hereunder, solely during the Subscription Term, for Customer's internal business use and consistent with any ImpediMed Documentation, ImpediMed grants Customer: (i) a limited, non-exclusive license to use the Software provided with the Hardware, and (ii) a limited, non-exclusive right to access and use the SOZO Services as made available by ImpediMed as part of the SOZO System, in each case of (i) and (ii) solely for use as part of the SOZO System and in accordance with any Documentation provided with the SOZO System. Except as set forth in this section, no other right or license of any kind is granted by ImpediMed to Customer hereunder with respect to the SOZO System. Certain components of the SOZO System may include third-party hardware and third-party software such as tablets and computer operating systems. Licenses to such third-party software are subject to the terms and conditions of any applicable third-party software license agreements. Unless expressly stated otherwise, no license or right of use is granted by ImpediMed with respect to such third-party software products that may be provided with the SOZO System (if any). ImpediMed makes no warranties regarding any third-party hardware or software that may accompany the SOZO System or otherwise and such hardware and software is explicitly included in the definition of Third-Party Products below. ImpediMed shall provide notice of any third-party software used in the SOZO System and shall make the terms and conditions applicable to such third-party software available to Customer at Customer's request.

(c) Customer shall not, and shall not permit any employee or third party to: (a) copy all or any portion of the Software or SOZO Services; (b) decompile, disassemble or otherwise reverse engineer the Software or SOZO Services, or any portion thereof, or determine or attempt to determine any source code, algorithms, methods, or techniques used or embodied in the Software or SOZO Services or any portion thereof; (c) modify, translate, or create any derivative works based upon the Software or SOZO Services; (d) distribute, disclose, market, rent, lease, sublicense, or pledge the Software or SOZO Services, in whole or in part, to any third party; (e) remove or alter any copyright, trademark, or other proprietary notices, legends, symbols, or labels appearing on or in the Software or SOZO

Services; (f) perform, or release the results of, benchmark tests or other comparisons of the Software or SOZO Services with other software or materials; (g) transfer the Software or SOZO Services, except as part of, or with, the Hardware in accordance with this Agreement and subject to the restrictions contained herein; (h) permit the Software or SOZO Services to be used for or in connection with any outsourcing services, service provider, service bureau, time-sharing, software as a service, data processing, information service or other similar technology, service or arrangement, on behalf of or for the benefit of a third party; (i) incorporate the Software or SOZO Services or any portion thereof into any other materials, products, or services, or use the Software or SOZO Services for production purposes; (j) use the Software or SOZO Services with any peripheral equipment or devices, other than Authorized Devices; or (k) use the Software or SOZO Services for any purpose other than in accordance with the terms and conditions of this Agreement. In the event of any violation of this section, ImpediMed may immediately terminate this Agreement or suspend access to the SOZO Services, and shall be entitled to equitable relief in accordance with the terms of this Agreement.

(d) The Software and SOZO Services may be subject to other usage limits, including, quantities of Administrative Users, Users, or patients, as provided in the Quotation. Unless otherwise set forth herein, (i) the Software and SOZO Services may not be accessed by more than that number of Administrative Users, Users or patients set forth in the Quotation, (ii) password may not be shared with any other individual, and (iii) identifications may be reassigned to a new employee replacing one who no longer is designated by Customer to use the Software and SOZO Services.

(e) All patents, trademarks, copyrights or other intellectual property rights embodied in the SOZO System, including without limitation the Software, SOZO Services and all Updates and derivative works, are owned by ImpediMed and its licensors. ImpediMed and its licensors retain all right, title and interest in such intellectual property rights. Except as expressly set forth herein, no license rights or ownership in or to any of the foregoing is granted or transferred hereunder, either directly or by implication. ALL RIGHTS RESERVED.

(f) If Customer is the United States Government or any agency thereof, each of the components of the Software, SOZO Services and Documentation are a "commercial item," and "computer software" as those terms are defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all United States government Customers acquire only those rights in the Software, SOZO Services and Documentation.

13. Support, Service Levels and Maintenance.

(a) During the Subscription Term, ImpediMed shall provide Customer with support in accordance with the then current SOZO Support Policy and SOZO Service Level Agreement available at <https://www.ImpediMed.com/terms-of-use/> or such other web address provided by ImpediMed to Customer in the future. Customer agrees that ImpediMed may update such SOZO Support Policy and SOZO Service Level Agreement at any time by posting a new version of the policy or agreement on the website referenced above. The SOZO Support Policy and SOZO Service Level Agreement constitute ImpediMed's sole responsibility to provide support for the SOZO System.

(b) During the Subscription Term, ImpediMed will provide (or with respect to the SOZO Services, make available) Updates to the Software and SOZO Services as such Updates are generally released by ImpediMed to its other customers. For purposes hereof, "Updates" means the object code forms of any modifications, error corrections, bug fixes, new releases, or other updates of or to the Software or SOZO Services and Documentation that may be provided or otherwise made available hereunder by

ImpediMed to Customer during the Subscription Term. Any such Update provided or made available by ImpediMed hereunder shall be deemed a part of the SOZO System and subject to the terms and conditions of this Agreement. To the extent any Updates include new functionality, including, without limitation any new versions allowing the Software or SOZO Services to be used for one or more new indications, Customer may be required to pay additional fees for use of such functionality, as mutually agreed upon by both parties.

(c) Customer and ImpediMed shall designate a maximum number of named contacts as listed in the applicable Quotation to request and receive support services from ImpediMed ("**Named Support Contacts**"). Named Support Contacts must be trained on the ImpediMed product(s) for which they initiate support requests.

14. Installation: Customer Obligations.

(a) Unless otherwise agreed to in writing in the Quotation, Customer is responsible for proper installation of the SOZO System and any necessary equipment, software or hardware. Customer is responsible for ensuring that its hardware and software conform with ImpediMed minimum hardware and software requirements as made available to Customer. Customer shall strictly abide by any ImpediMed installation procedures provided with the SOZO System or otherwise provided to Customer by ImpediMed. ImpediMed reserves the right to update such procedures from time to time.

(b) Customer shall provide and maintain a suitable, safe and hazard free location and environment in material compliance with any written requirements provided by ImpediMed, Customer shall also use the SOZO System and timely perform all ImpediMed recommended routine maintenance and operator adjustments to the SOZO System using qualified personnel and in accordance with the Documentation.

(c) Customer is also responsible for providing and maintaining connectivity to the SOZO System (broadband internet connection, or other secure remote access reasonably requested by ImpediMed) to permit ImpediMed to provide the SOZO Services. Customer is solely responsible for ensuring that Customer's network is adequate for the proper operation and performance of the SOZO System and that it otherwise meets ImpediMed network configuration requirements (including requirements for preparation of Customers site, remote interconnections and Internet protocol address assignments) provided by ImpediMed to Customer. Customer shall provide ImpediMed prompt and un-encumbered access to the SOZO System, network cabling and communication equipment as necessary in the event ImpediMed agrees to provide any on-site services.

(d) Customer agrees that it will only access, and permit Administrative Users and Users to access the SOZO Services through the Hardware or on Authorized Devices and in compliance with the Documentation. "Authorized Devices" shall mean those third-party devices identified in Documentation that are compatible with the SOZO Services.

(e) Initial setup of Administrative User accounts and any related training will be provided as set forth in the applicable Quotation. Upon initial setup of Administrative User accounts, all set up of User accounts shall be the responsibility of Customer except as provided in the Documentation, including the assignment of credentials and roles. Customer will be responsible for all actions and omissions of Administrative Users and Users and any liabilities arising from the use of any Administrator User and User accounts. If Customer becomes aware of any violation of the terms of this Agreement by any Administrative User or User it shall immediately take action to suspend the account and will immediately report the violation to ImpediMed.

15. Indemnification.

(a) ImpediMed shall indemnify, defend and hold Customer, and its directors, officers, employees, agents and

representatives harmless against any action brought against Customer to the extent it is based on a third-party claim that use by Customer of the Software or SOZO Services as furnished hereunder, which use is in accordance with the terms and conditions of this Agreement, directly infringes any valid United States patent, copyright, trade secret or other third-party intellectual property right. ImpediMed shall pay any liabilities, costs, damages, and expenses (including reasonable attorney's fees) finally awarded against Customer in such action that are attributable to such claim, provided: (a) Customer notifies ImpediMed in writing of any such claim within thirty (30) days of learning of such claim; (b) ImpediMed has sole control of the defense and all related settlement negotiations; and (c) Customer cooperates with ImpediMed, at ImpediMed's expense, in defending or settling such claim (provided that ImpediMed shall not enter into any settlement or other compromise that materially adversely affects Customer without Customer's written approval, not to be unreasonably withheld, delayed, or conditioned). Should the Software or SOZO Services become, or be likely to become in ImpediMed's opinion, the subject of any claim of infringement, ImpediMed may, at its option: (i) procure for Customer the right to continue using the potentially infringing materials; (ii) replace or modify the potentially infringing materials to make them non-infringing; or (iii) terminate this Agreement and refund to Customer a pro-rated portion of any unused subscription fees paid hereunder.

(b) ImpediMed shall have no liability for any claim based upon: (i) the use, operation, or combination of the Software or SOZO Services with non-ImpediMed programs, data, equipment, or documentation, other than SOZO System, if liability would have been avoided but for such use, operation, or combination; (ii) use of other than the then-current, unaltered version of the Software; (iii) Customer's or its agents' or employees' activities after ImpediMed has notified Customer that ImpediMed believes such activities may result in infringement; (iv) any modifications to the Software or SOZO Services that are not specifically authorized in writing by ImpediMed; (v) any Third-Party Products; (vi) any Customer data, including but not limited to protected health information; or (vii) Customer's breach or alleged breach of this Agreement. The foregoing states the entire liability of ImpediMed and the exclusive remedy of Customer with respect to infringement of any intellectual property or other rights, whether under theory of warranty, indemnity, or otherwise.

(c) ImpediMed shall carry and at all times maintain in full force and effect, at its sole expense, policies of general liability and product liability insurance in the minimum amount of Three Million Dollars (\$3,000,000) for each claim and a policy for cyber liability coverage in the minimum amount of Five Million Dollars (\$5,000,000) per claim and in the aggregate.

16. Limited Warranty.

(a) Hardware. Subject to the exceptions and upon the conditions set forth herein, ImpediMed warrants that for a period of twelve (12) months after the date of purchase of the Hardware, or such longer period identified in the Quotation if Customer has purchased an extended warranty, the Hardware will be free from material defects in material and workmanship ("**Warranty Period**"). Customer acknowledges that the Hardware is subject to use and safety guidelines and instructions for use contained in the accompanying instructions for use or other user manual and Documentation. Customer agrees to use the Hardware solely in accordance with the Documentation accompanying the Hardware. ImpediMed shall not be liable for a breach of the warranty set forth in this Section unless Customer follows ImpediMed's warranty return procedures communicated to Customer in connection with this Agreement, and ImpediMed also verifies that the Hardware is defective and that the defect developed under normal and proper use. Moreover, ImpediMed shall not be liable for a breach of the warranty set forth in this Section if: (i) Customer makes any further use of such Hardware after giving such notice; (ii) the defect arises because Customer failed to follow ImpediMed's oral or written instructions as to the storage, installation, commissioning, handling, use, care or

maintenance of the Hardware; (iii) Customer alters or repairs such Hardware without the prior written consent of ImpediMed; (iv) repairs or modifications are made by persons other than ImpediMed's own service personnel, or an authorized representative's personnel, unless such repairs are made with the written consent of ImpediMed in accordance with procedures outlined by ImpediMed; or (v) the defect is caused, in whole or in part, by normal wear and tear, accident, abuse, improper voltage, other improper use or use not in accordance with our specifications or instructions, and/or any other improper care or handling.

(b) Software. Subject to the exceptions and upon the conditions set forth herein, during the Subscription Term ImpediMed warrants that, from the date of shipment or the date of electronic availability, as applicable, the Software will conform to the applicable Documentation for such Software.

(c) SOZO Services. Subject to the exceptions and upon the conditions set forth herein, during the Subscription Term ImpediMed warrants that the SOZO Services will perform substantially in accordance with the Documentation.

(d) **EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 16, THE SOZO SYSTEM IS PROVIDED "AS-IS" AND IMPEDIMED MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO THE SOZO SYSTEM OR ANY COMPONENTS THEREOF, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY; (E) WARRANTY THAT THE SOFTWARE OR SOZO SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR THAT DEFECTS CAN BE CORRECTED; OR (F) WARRANTY THAT ANY DATA WILL NOT BE LOST OR DAMAGED; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**

(e) Products manufactured by a third-party and third-party software ("**Third-Party Products**") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the SOZO System. Third-Party Products are not covered by the warranty in this Section. For the avoidance of doubt, **IMPEDIMED MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; (D) WARRANTY THAT THE PRODUCTS ARE FDA APPROVED, OR OTHERWISE APPROVED, SCIENTIFIC OR MEDICAL DEVICES; (E) WARRANTY THAT THE PRODUCTS HAVE BEEN TESTED FOR SAFETY OR EFFICACY; OR (F) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.** Notwithstanding the foregoing, in the event of the failure of any Third-Party Products, ImpediMed will assist (within reason and at ImpediMed's sole discretion) Customer (at Customer's sole expense) in obtaining, from the respective third-party, any (if any) adjustment that is available under such third-party's warranty.

(f) **NO HARDWARE RETURNS WILL BE ACCEPTED AFTER THE WARRANTY PERIOD HAS EXPIRED, UNLESS AN EXTENDED WARRANTY HAS BEEN PURCHASED PRIOR TO THE CONCLUSION OF THE INITIAL TWELVE (12) MONTH PERIOD.** After the Warranty Period has expired, ImpediMed may, in its sole discretion, repair nonconforming Hardware at current industry-standard rates for parts ("**Part**"), labor and transport. ImpediMed warrants that for a period of twelve (12) months after the shipment of a replacement or new Part, the Part will be free from material defects in material and workmanship, subject to the restrictions and limitations described in this Section. Subject to the requirements above, with respect to any such Hardware during the

Warranty Period, ImpediMed shall, in its sole discretion, either: (i) repair or replace such Hardware (or the defective part), using new or refurbished Hardware or Parts; or (ii) credit or refund the price of such Hardware at the pro rata contract rate, provided that, if ImpediMed so requests, Customer shall, at Customer's expense, return such Hardware to ImpediMed. All warranty, diagnostic, and repair services are provided without any obligation of confidentiality or non-disclosure on the part of ImpediMed, its employees or agents. Therefore, before delivering any Hardware to ImpediMed, Customer should back up or store any related data or information and purge the Hardware of any information that could be considered confidential, including information related to the identity of a patient or "Protected Health Information," as that term is defined in 45 C.F.R. § 160.103. For any non-conforming Software or SOZO Services, ImpediMed's entire liability and Customer's exclusive remedies under the warranties described in this Section shall be for ImpediMed, at its option, to use reasonable efforts to remedy such defects or performance failure pursuant to the SOZO Support Policy.

(g) **THE REMEDIES SET FORTH HEREIN SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND IMPEDIMED'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN THIS SECTION.** Representations and warranties made by any person, including representatives of ImpediMed, which are inconsistent or in conflict with the terms of this warranty, as set forth above, shall not be binding upon ImpediMed.

17. Limitation of Liability. **EXCEPT FOR VIOLATION OF IMPEDIMED'S PROPRIETARY RIGHTS IN THE SOZO SYSTEM, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, LOSS OF INFORMATION OR DATA, OR PERSONAL INJURY OR DEATH ARISING IN ANY WAY OUT OF THE MANUFACTURE, SALE, USE, OR INABILITY TO USE ANY ASPECT OF THE SOZO SYSTEM, OR ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY CUSTOMER OR COULD HAVE BEEN REASONABLY FORESEEN BY CUSTOMER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL IMPEDIMED'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO IMPEDIMED FOR THE SOZO SYSTEM PROVIDED HEREUNDER IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE ON WHICH A CLAIM IS MADE**

18. De-Identified Data; Data Access.

(a) Recognizing that during the performance of the SOZO Services, ImpediMed is likely to have access to protected health information (as defined under 45 C.F.R. 160.103), the parties will enter into a written Business Associate Agreement in the form attached hereto as Exhibit A that meets the applicable requirements of the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), the HIPAA implementing regulations at 45 C.F.R. parts 160, 162 and 164, and the Health Information Technology for Economic and Clinical Health Act, found in Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005 ("**HITECH**") and the regulations promulgated thereto. Customer acknowledges and agrees that Administrative Users will not have access to protected health information except when acting in a technical support capacity to Users.

(b) The parties hereto expressly acknowledge that the SOZO System includes functionality which allows De-identified Data to be generated, extracted and exported through the Software and SOZO Services. For purposes of the Agreement, "De-Identified Data" shall have the meaning ascribed to such term under HIPAA and HITECH and shall also include any data which has been aggregated in compliance with HIPAA and HITECH. Customer will fully cooperate in allowing ImpediMed to exercise its rights in the De-identified Data, and shall not take any actions that could prevent such De-identified Data from being used by ImpediMed. Except for any rights explicitly granted to Customer under this Agreement or a Quotation, ImpediMed shall be the sole and exclusive owner of all right, title, and interest (including intellectual property rights) in and to any De-identified Data.

19. Security. Each of the parties shall use appropriate safeguards to prevent inappropriate use of the services provided under this Agreement. Each party represents that it has implemented and will maintain administrative, physical, and technical safeguards that protect the confidentiality, security, integrity, and availability of protected health information (as defined by HIPAA) from unauthorized access, destruction, use, modification or disclosure and are no less rigorous than accepted industry practices (including, without limitation, relevant IT security auditing standards). Each party represents and warrants that its collection, access, use, storage, disposal and disclosure of protected health information (as defined by HIPAA) does and will comply with all applicable federal, state, and foreign privacy and data protection laws, as well as all other applicable regulations and directives. On a periodic basis, each party shall conduct audits of the information technology and information security controls used in complying with its obligations under this Agreement.

20. Medical Qualifications: Compliance with Law.

(a) Customer shall be responsible for all information submitted using the SOZO System, including ensuring that all information is accurate and error-free and legally obtained. All recommendations and analysis generated by the SOZO System must be reviewed by a qualified healthcare provider before making any recommendations to patients based on such information. Neither ImpediMed, nor the SOZO System make any clinical, medical or other professional decisions, and are not substitutes for licensed medical personnel applying their own professional judgement and analysis in every case. Customer is solely responsible for (i) verifying the accuracy and diagnostic utility (if any) of all information and reports produced by the SOZO System, (ii) obtaining any necessary written and binding consents for use and disclosure of protected health information or other patient information from patients, (iii) determining the data necessary or appropriate for decision-making by its licensed medical personnel; and (iv) making all diagnoses and treatments and determining compliance, and complying with, all laws and licensing requirements for delivery of medical care. Customer is responsible for ensuring that all personnel using the SOZO System have active professional licenses and all other credentials required by applicable law for the provision of services by them and are not suspended, debarred or prohibited from providing medical care services by applicable law or otherwise.

(b) Each party shall comply with all applicable laws, regulations and ordinances in connection with the performance of this Agreement. Each party shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Each party shall comply with all export and import laws of all countries involved in the sale of the SOZO System under this Agreement. The SOZO System, services and technical data delivered by ImpediMed shall be subject to U.S. export controls. Each party shall obtain all licenses, permits and approvals required by any government and shall comply with all applicable laws, rules, policies and procedures of the applicable government and other competent authorities.

21. Default. If either party materially defaults in any of its obligations under this Agreement, the non-defaulting party, at its option, shall have the right to terminate this Agreement by written notice to the other party unless, within thirty (30) calendar days after written notice of such default, the defaulting party remedies the default. Notwithstanding anything herein to the contrary, in the event either party breaches the restrictions and limitations on use provided herein, or the confidentiality obligations under this Agreement, the non-defaulting party may immediately terminate this Agreement upon notice to the defaulting party.

22. Amendment and Modification. This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by two authorized representatives of the ImpediMed and one authorized representative of the Customer.

23. Waiver. No waiver by ImpediMed of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by ImpediMed. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

24. Force Majeure. Neither party shall be liable or responsible to such other party, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of such party including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage (each a "**Force Majeure Event**"), provided that, if the event in question continues for a continuous period in excess of ninety (90) days, such other party shall be entitled to give notice in writing to such party to terminate this Agreement.

25. Assignment. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of ImpediMed. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement. Any permitted assignee must assume and agree to all of the term and conditions of this Agreement. Subject to the foregoing, this Agreement shall inure to the benefit of and shall be binding upon the respective successors and permitted assigns of each party.

26. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

27. Publicity. Upon written consent, ImpediMed may have the right to display Customer's name and logo on ImpediMed's website and in presentations to prospective clients and investors for the purpose of referencing Customer as a client of ImpediMed's SOZO System and/or Services.

28. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

29. Governing Law. All matters arising out of or relating to this Agreement is governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of California.

30. Dispute Resolution. The parties irrevocably agree that any dispute, legal suit, action or proceeding arising out of or relating to this Agreement shall be submitted to the American Arbitration Association (“AAA”) and shall be finally settled under the AAA rules. The place and location of the arbitration shall be in the state and county of Customer’s principal place of business if ImpediMed brings the claim, or in San Diego, California if Customer brings the claim, pursuant to the AAA rules and shall be finally settled in accordance with said rules by a single arbitrator selected by both parties. If the parties are unable to agree, then the AAA shall choose the arbitrator. The language to be used in the arbitral proceeding shall be English. The arbitrator(s) shall have no authority to issue an award that is contrary to the express terms of this Agreement or the laws of the State of California or applicable US Federal Law, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. The arbitrator(s) shall be specifically empowered to allocate between the parties the costs of arbitration, as well as reasonable attorneys’ fees and costs, in such equitable manner as the arbitrator(s) may determine. The arbitrator(s) shall have the authority to determine issues of arbitrability and to award compensatory damages, but they shall not have authority to award punitive or exemplary damages. Judgment upon the award so rendered may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. In no event shall a demand for arbitration be made after the date when institution of a legal or equitable proceeding based upon such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Notwithstanding the foregoing, either party shall have the right, without waiving any right or remedy available to such party under this Agreement or otherwise, to seek and obtain from any court of competent jurisdiction any interim or provisional relief that is necessary or desirable to protect the rights or property of such party, pending the selection of the arbitrator(s) hereunder or pending the arbitrator(s)’ determination of any dispute, controversy or claim hereunder.

31. Notices. All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a “Notice”) shall be in writing and addressed to the parties at the addresses set forth on the face of the Quotation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified mail (with return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, upon confirmation of delivery by nationally recognized overnight courier or upon forty-eight (48) hours after being sent by certified or registered mail (as applicable), and (b) if the party giving the Notice has complied with the requirements of this Section.

32. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

33. Survival. Provisions of this Agreement which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Medical Qualifications; Compliance with Laws, Confidentiality, Governing Law, Dispute Resolution, Survival, and the restrictions (but not the rights granted to Customer) in Sections 3 and 12.

34. Excluded Provider. ImpediMed represents and warrants that ImpediMed, its employees and subcontractors, are not debarred, excluded, suspended or otherwise ineligible to participate in a federal health care program, nor have they been convicted of any health care related crime for the products and services provided under this Agreement (an “**Excluded Provider**”). ImpediMed shall promptly notify Customer when it becomes aware that ImpediMed or any of its employees or subcontractors, providing services hereunder, have become and Excluded Provider whereupon Customer may terminate this Agreement effective immediately by express written notice to ImpediMed.

35. Subscription Term and Termination. The license to the Software and subscription to the SOZO Services provided to Customer hereunder shall commence as set forth in the Quotation and shall continue for the initial Subscription Term set forth in the Quotation, unless earlier terminated as provided in the Agreement (the “**Subscription Term**”). Customer shall immediately discontinue use of the Software and SOZO Services upon any termination of the license or subscription rights or this Agreement. The licenses and subscription granted to Customer shall terminate upon any termination of the Agreement. Title for Hardware is described in section 7 of this Agreement. For avoidance of doubt, upon termination of the Agreement for reasons other than Default, and assuming payment in full for the Hardware has occurred, Customer shall retain title to Hardware purchased hereunder. Prior to the expiration or earlier termination of the Agreement, Customer shall have the obligation to export any data it desires to retain from the SOZO System using the export functionality provided via the Software and SOZO Services.

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