



PERFORMANCE PROTECTION PLAN (PPP) SERVICE AGREEMENT **TERMS AND CONDITIONS**

Ownership. This PPP Service Agreement applies to the owner of record only, defined as the person or entity on record with Optovue Incorporated as the owner of the system. This Agreement is *non-transferable* in whole or in parts.

Service Agreement. Optovue warrants to the Customer that the products and Optovue proprietary software covered by this Service Agreement will be free from material defects in materials and workmanship for a twelve (12) month period starting on the date of the receipt of the payment from the Customer (the "Service Agreement period"). During the Service Agreement period, Optovue will, **at its discretion repair or replace** the necessary modules, components, parts or subassemblies with new or refurbished like new parts to correct material defects or workmanship in the products and/or software or, if for any reason Optovue determines that it is unable to correct any such defect, may exchange a primary module or the complete product in its entirety. This Service Agreement **does not apply** to damages caused by the following: **accidents, acts of God, misuse, alterations, repairs or modifications performed by other than an authorized Optovue representative, improper transport of products, failure to maintain a suitable installation/operation environment (including electrical power, humidity control, temperature control, space, and computer platform and capacity), relocation, the use of supplies, materials or third party software not meeting Optovue specifications or the regulatory approved use of the product and/or Optovue proprietary software for purposes other than those for which they were specifically designed.** This Service Agreement does not cover any peripheral devices or consumable parts and supplies (*i.e.*, paper, light bulbs, printer ribbons, ink cartridges, storage media, fuses, keyboard, mouse *etc.*) used with the products and software, **nor does it include support for the customer's network and database environment, NetVue Pro Review station replacements, nor any printers or other devices outside the scope of the actual Optovue imaging system or NetVue products.** This Service Agreement does not constitute a guarantee that procedures/tests performed using the product will be subject to reimbursement by any insurance carrier. This is the only Service Agreement provided by Optovue, AND OPTOVUE DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO ANY PRODUCTS AND/OR SOFTWARE, EXPRESS OR IMPLIED, INCLUDING ANY SERVICE AGREEMENT OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

In addition, this agreement includes one 'Onsite' PM check per year upon request.

Customer is responsible for ensuring the integrity and protection of all patient data. Although there are data security mechanisms designed into the product, Buyer is responsible for ensuring the integrity, privacy, and protection of all patient data.

This warranty also excludes the following:

- Support for the customer's network and database environment
- Repair of data and programs damaged by viruses, malware, ransomware, etc.
- Management and archiving of data beyond the methods designed into the product;
- Training beyond the basic operation of the system

Should Optovue determine that the damage falls outside the scope of the Service Agreement as per the limitations outlined in the previous paragraph (and as such is not covered by this Service Agreement), the cost of the repair or replacement becomes the sole responsibility of the customer. The cost for repairs or replacement for "out of Service Agreement" service is provided at the prevailing rates for parts and labor, or system, at the time service is rendered.

To receive service support, customer should have an Internet connection available, and the ability to connect the system to the Internet. If a device requires service, Optovue will instruct Customer on the requirements to allow remote service connection to the product for evaluation and troubleshooting. If no Internet connection is available, Technical Support or Field Service personnel will initiate phone support and require the assistance of customer site personnel for information regarding any issue or question. Optovue's RMA Policy for returning modules or systems to Optovue must be followed to ensure proper documentation and tracking of customer system. **For service or technical support, call Optovue at (510) 743-0985 or (866) 941-9240 6:00 am to 5:00 pm PST or send an email to service@optovue.com.**

Support remedies shall not be deemed to have failed of their essential purpose so long as Optovue is willing and able to repair or replace the products and/or software on a reasonably prompt basis. Optovue WILL NOT UNDER ANY CIRCUMSTANCES BE RESPONSIBLE FOR ANY OTHER DAMAGE, INCLUDING ANY DIRECT OR CONSEQUENTIAL DAMAGE OR LOSS, ARISING FROM OR OTHERWISE, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, INJURY TO PERSONS, DAMAGE TO TANGIBLE PROPERTY OR DAMAGES RESULTING FROM ANY INABILITY TO USE ANY OPTOVUE PRODUCT OR SOFTWARE.