



PHONE AND ONLINE EXTENDED SUPPORT AGREEMENT TERMS AND CONDITIONS

This Optovue Phone And Online Extended Support Agreement (hereinafter, the “Support Agreement”) consists of the agreement on the front page, and the terms and conditions below. The Support Agreement shall become effective on the date of execution, and unless terminated sooner, shall remain in full force and effect for the period as described on the front page (“Support Agreement Period”).

This Support Agreement makes available phone and online support only. It does not include site visits or the repair of the device.

During the Support Agreement Period, Optovue will provide phone and online support for the customer upon request. These services include phone and online support to promptly address questions about the system performance and basic operations. In addition, this agreement includes one remote online preventative maintenance check per year upon request.

This Support Agreement excludes the following:

- Support for the customer’s network and database environment, and any printers or other devices that are not provided by Optovue;
- 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.

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

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, OPTOVUE DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

To receive phone and online support, the customer should have a high speed internet connection available, and the ability to connect the Optovue system to the Internet. If no Internet connection is available, technical support personnel will initiate phone support and require the assistance of customer site personnel for information regarding any issue or question. However, without sufficient high speed internet connectivity, Optovue’s ability and obligation to support the customer remotely may be reduced. Should Optovue determine that the system must be repaired at the customer’s site or returned to a service center, Optovue will provide pricing proposals for such service activities at the prevailing rates. The cost of the repair or replacement is the responsibility of the customer.

For Phone and Online Support, call Optovue at (866) 941-9240 6:00 am to 5:00 pm PST or send an email to service@optovue.com.

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.

This Support Agreement is non-transferable in whole or in parts.