

This Agreement is the complete and exclusive statement of the terms of the contracts between the parties. No prior proposals, statements, course of dealing, or usage of the trade will be a part of any Agreement. If any terms of this Agreement conflict with any literature, Glossary, Schedule, Quotation, Purchase Order, Shipping Document, email, letter, document or other communication, then unless otherwise explicitly provided, this Agreement takes precedence. The Agreement may be entered into and modified only by a writing signed by authorized representatives of each party of this Agreement or an Agreement summary or Purchase Order specifically referencing this Agreement as being accepted upon that Agreement summary execution. Each party has caused this Agreement to be executed by a duly authorized representative on the date beside that party’s signature on this Agreement or on a Purchase Order referencing this Agreement. A copy of any Agreement delivered by facsimile or scanned email is binding and enforceable on both parties.

**BY SIGNING EXTENDED WARRANTY AGREEMENT SUMMARY OR PURCHASE ORDER FOR EWA AND SELECTING EWA COVERAGE, YOU ACKNOWLEDGE YOU HAVE READ AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, EUSLA, AND SCHEDULES.**

## I. DEFINITIONS

“**Agreement**” means this agreement and the applicable, in force, most recent EWAWSCT, Schedules, and EUSLA, governing matters of Equipment, Software, Support, and Service(s), by and between Customer, third parties or Distributors (if any), and Cuattro.

“**Call Center**” means the telephone or remote software support center, with normal business hours (non-holidays) initial response target of 20 minutes.

“**Cuattro/We/Us**” means Heska Imaging, LLC or its assigns.

“**Customer**” means an end user customer who purchases Equipment or Software from Cuattro or from a distributor that is authorized by Cuattro to license or to resell such Product(s) to that specific end user under this Agreement at the time of delivery of Products to Customer,.

“**Data**” means Customer originated DICOM metadata, images, study information, patient information, and data directly related to them received by Cuattro.

“**Data Hosting**” means when Customer sends Data to Cuattro designated data center(s) and Cuattro receives and accepts such Data for storage and access by Customer, as provided for and limited by the terms and conditions of this EWAWSCT and other agreement or Schedule that may provide for Data Hosting.

“**Data Format**” DICOM Store to Data Hosting in uncompressed format, .90, or .91 compression or in the case of alphanumeric data, in HL7.

“**EUSLA**” means the most recent End User Software License Agreement as measured from Software’s last use, as available for download or review at [www.vet.cuattro.com](http://www.vet.cuattro.com) and as provided with each Software, and available by request by calling Call Center or by email to [imaging support@heska.com](mailto:imaging support@heska.com)

“**Equipment**” means only the new hardware identified in the Equipment Products Schedule that is also: (i) acquired, purchased, leased, or rented by a Customer, as evidenced by prior executed documents detailing Equipment, (ii) paid for in full, including associated fees and taxes, under the terms of this Agreement, and (iii) purchased by an entity in good standing with Cuattro, where that entity has adhered to, if applicable, uninterrupted compliance with EUSLA for Software. Equipment excludes Software. Equipment may also be part of a “Product”.

“**Fix**” means Software generally available release that includes repair(s), removal(s), or modification(s) to Software with regard to Level 1 issues.

“**Level 1**” means any issue with the Software or Equipment that renders Software or Equipment unfit or non-working, for its intended use in the most basic functions of capturing, rendering, displaying, and locally storing digital radiographic images on clinical patients.

“**Level 2**” means any issue with the Software or Equipment that results in Software or Equipment performance that is substantially outside of Cuattro’s written specifications, but does not fall within the severity of Level 1.

“**Level 3**” means any issue with the Software or Equipment that is not Level 1 or Level 2, but has performance or “bugs” that are not defined in Cuattro’s written specifications, including, but not limited to interoperability issues with third party supplied items.

“**Product(s)**” means Equipment acquired by a Customer under the terms of this Agreement and a Warranty Agreement, and paid for in full by Customer. Products may include Software that is licensed, delivered or embedded in or with Equipment.

“**Service(s)**” means all services provided under this Agreement by Cuattro, strictly limited to those services specifically identified in the Agreement as explicit obligations of Cuattro to fulfill Cuattro’s obligations during the Warranty Term of any valid and in force Warranty Agreement.

“**Site**” means the geographic location, or in the case of mobile use, the geographic region, within the United States of America or Canada, where the Customer and Equipment is located for patient care.

“**Software**” means the software license(s) delivered by Cuattro, for use only in conjunction with or embedded in Equipment, for which Customer has paid current amounts due, in full, under the terms and conditions accepted in writing by Cuattro, that are also: (i) acquisition software, (ii) image tuning software, (iii) DICOM software, (iv) PACS software, (v) web-based PACS software, and (vi) Cuattro additions, modifications, substitutions, and replacements of them. Software is not warranted. Software may be eligible for Support, as defined and limited hereinafter. Software is not sold, it is licensed, subject to and based upon Customer’s uninterrupted adherence to the EUSLA, this Agreement, and Software license most recently in effect on (i) in the case of a one-time, non-upgraded, non-updated, local CPU installed, Software license, the date of the Software delivery to Customer, or (ii) in the case of an upgraded,

updated, remote hosted, ASP, thin client Software license, or web service, on the date of Customer's most recent use or access of the Software. Software excludes Equipment and Windows™ operating system. Software may also be part of a Product.

**"Study"** means an instance of Data from a single patient, from a single DICOM Node, from a single Site, received by Cuattro for Data Hosting.

**"Support"** means the technical assistance for Software provided under this Agreement, as described in Section "Software Support in Warranty Term". Software is Supported and not warrantied. Warranty may include Support. Support does not include Warranty.

**"Update"** means Software generally available release that includes repair(s), removal(s), or modification(s) to Software with regard to Level 2/3 issues.

**"Upgrade"** means Software generally available release that includes new or incremental feature(s), function(s), improvement(s) repair(s), removal(s), or modification(s), major and/or minor, to Software, and may also include Update or Fix for Level 1, Level 2, and Level 3 issues.

**"Warranty"** means the Service(s) validly due under the in force Warranty Agreement pursuant to this Agreement. Warranty may include Support.

**"Warranty Agreement"** means any in force, valid, paid-up, current Warranty Agreement for Service(s) validly due under the Agreement.

**"Warranty Term"** means the term of a specified Warranty Agreement

**"You/Your"** means Customer, Distributor, or end user customer who is or makes a claim for Service(s) under the Agreement.

## II. TERMS FOR WARRANTY AGREEMENT

No Warranty Agreement, Service, Support, or Software is transferrable, without the express written permission of Cuattro. Upon the end of Warranty Term, Warranty Agreement and all Services shall end. Cuattro may or may not (in its sole discretion without liability or obligation) offer for sale a new Warranty Agreement for some or all of the Products past the Warranty Term. Unless or until a new Warranty Agreement is countersigned by an authorized Cuattro representative, it shall be deemed rejected by Cuattro and shall have no force or effect.

## III. CUSTOMER RESPONSIBILITIES TO OBTAIN BENEFITS

To limit potential Software and Equipment downtime, Customer agrees, unless instructed otherwise in writing, by Cuattro, to:

1. Provide and maintain a broadband connection to the Equipment, with open firewall and network access for Cuattro's remote access at all times requiring Service or, failing which, (i) SERVICE AND SUPPORT SHALL BE DELAYED, LIMITED, OR PRECLUDED, (ii) SYSTEM UPTIME AND UPTIME COMMITMENT MAY BE REDUCED WITHOUT LIABILITY TO CUATTRO; AND (iii) CUSTOMER MAY INCUR ADDITIONAL COSTS.
2. Provide all assistance reasonably requested by Cuattro to assist in gathering data from the Equipment, Software and other equipment, and use best efforts to provide accurate and complete data, information regarding Service, and troubleshooting assistance.
3. Comply with the requirements of any implementation guidelines, security procedures, or other instructions provided by Cuattro, including having access to commercially available software and internet browsers, at Customer's expense, selected by Cuattro that are reasonably necessary for access to or use of Customer, Equipment, or Software information. Provide Cuattro with up-to-date email addresses for Product bulletins, Updates, and Fixes.
4. Ensure the security of networked Equipment and Customer supplied equipment, by taking appropriate measures to prevent unauthorized access to Equipment and interception of communications between Cuattro and the networked Equipment, including isolating networked Equipment from other networks, setting up firewalls, preventing introduction of malware and spyware, and other measures to ensure security of Equipment and Software.
5. Ensure the Equipment is used solely in accordance with reasonable care and caution, pursuant to operation manuals and this Agreement, by properly qualified and licensed personnel who are supervised and trained by Customer.
6. Provide a suitable environment for the Equipment. Maintain the temperature, cleanliness, debris-free nature and safety of that environment consistent with best care of the Equipment (including without limitation, protection from Site structural deficiency; power surge, fluctuation or failure; or dust, sand, hair, fluids, moisture, chemicals or other particles or debris).
7. Promptly notify Cuattro of the occurrence of a Warranty or Support event. Additional damage or Service(s) arising from delay in notifying Cuattro of a claim may result in refusal, delay, or additional costs invoiced to Customer for Service arising or as a consequence of such delay.
8. Promptly cease using any Equipment or Software which may cause, has been identified as likely to cause, or does cause danger to patients, users, or any person, data loss, or data confidentiality breach, and to immediately notify Cuattro of such occurrence or likelihood of occurrence.
9. Reasonably assist Cuattro with customer serviceable parts removal, packaging, shipment, tracking and re-install, under the direct guidance and assistance of Cuattro, using (and not deviating from) Cuattro prepared written instructions and/or verbal instructions.
10. In the case of return of Equipment for Service, to return the Equipment to Cuattro with a completed Return Material Authorization (RMA) describing the reason for return, date of removal, end user contact information, RMA # issued by Cuattro, and other pertinent information.
11. Take reasonable care and diligence in packaging. In all cases in which Customer ships any item to Cuattro, Customer is solely responsible for freight damage and all costs due to inadequate Customer packaging; if unsure whether an item is packaged properly, contact Cuattro prior to shipment.
12. Refrain from modifying, adding or combining any hardware or software to the Equipment or Software. If You want to connect any devices made by other companies to Equipment or Software, ask Cuattro for assistance. Connecting non-approved items may void the Warranty and Support.
13. Pay all sales, use, ad valorem, excise, personal property or other tax or levy arising out of this Agreement, except income taxes.

## IV. EXCLUSIONS FROM COVERAGE AND COVERAGE LIMITATIONS

Services under this Agreement and any purchase involving a trade-in of Customer property DO NOT include (i) the provision and maintenance of a broadband connection to the Products; (ii) the provision of security measures to protect Site network from unauthorized access or virus; (iii) support for remote connectivity solutions not installed by Cuattro; (iv) support, counseling, recommendation or instruction for the repair, replacement, removal, or disposal of

accessories, power supply equipment or consumable items, including without limitation batteries, cassettes, computers, monitors, x-ray generators, tables, magnets, radiation sources, x-ray tubes, software, hard drives, bulbs, glassware, storage media, or any item that is not Equipment; (v) the provision, support, counseling recommendation, instruction, payment, or reimbursement of any rigging, removal or facility cost (or damage thereby caused), including monitor or computer mounting, cable installation, network cabling, and/or other activities related to information technology or moving or removal of pre-existing items; (vi) material and labor costs associated with existing facilities (wire, termination fields, network facilities, electrical infrastructure, equipment room, peripherals, adjuncts); or (vii) temporary installation of equipment for testing, training, and other purposes. No Agreement or agreement(s) shall cover, to the extent that malfunction or request for Service is caused by, in Cuattro's reasonable opinion, (i) accident, abuse, alteration, misuse, neglect, or use of Equipment for high-energy applications (ii) failure to use Products under normal operating conditions or environment or within Cuattro specified ratings or according to Cuattro operation instructions (including damage from liquid or temperatures outside of environmental and duty cycle ranges), (iii) lack of routine care or maintenance, (iv) failure to use or take any proper or reasonable precautions or failure to use Products for their intended use, (v) user modification of any Product, (vi) connection of any device or peripheral to the Products that has not been approved in writing by Cuattro prior to use, (vii) latent defects discovered after expiration of the applicable warranty period, (viii) consultation or training to assist your modification of any software, workflow, protocols, or interoperability of such to third parties, or (ix) material and labor costs associated with reusing existing facilities (wire, termination fields, network facilities, equipment, peripherals, adjuncts, existing x-ray generators or their components). No Warranty or Support includes coverage for (i) Customer-supplied software, (ii) equipment warranted by another manufacturer, (iii) replacement of expendable, consumable or limited life items, including detector tunnels, grids, synchronization cables, data cables, carry bags, detector covers, hand clickers, foot pedals, containers, batteries, bulbs, radiation sources, storage media, and/or additional protective or patient positioning devices used with the Products, or (iv) new personnel training, continuing education, or professional or regulatory accreditation. Services NEVER extend beyond the Equipment or to devices not provided by Cuattro or to any facilities connected to, providing power or data to, drawing power or data from, or in any way associated or linked to the Equipment or Software. To be eligible for Service(s), all Equipment and Software, from the time of delivery to Customer, must have been used under normal operating conditions, for the intended use, within the limits of this Warranty Agreement. Misuse, abuse, including dropping of Products or other physical damage, improper installation by anyone other than Cuattro, or improper environmental conditions will void all Service(s). Cuattro shall make the final determination in its sole discretion as to whether failure occurred under normal operation (thereby covered for Service(s)) or whether the Product(s) were subjected to other than normal operation or environment (thereby excluded from Service(s)), in which case Service(s) will be billable as not under Warranty. Repairs and adjustments of Equipment or Software must be made (or directed in writing) by authorized Cuattro personnel only. Unauthorized repairs or adjustments will void all Warranty and Support. Cuattro's records shall determine the remaining Warranty Term with respect to Products and eligibility for Service. Cuattro's determination shall be final, unless Customer presents reliable, written evidence that a Service claim is covered by Warranty Agreement. Cuattro reserves the right to change the duration, frequency, type, nature, form, providing party, Data Hosting, and any other aspect of the Service, Support, Warranty, or Product without the prior approval of or notification to Customer, so long as such changes do not have a material and permanent adverse effect on the overall Customer's benefits hereunder. Cuattro may fulfill its obligations by obtaining the benefit of any original equipment manufacturer warranty available to Cuattro, and in so doing, the remedies available hereunder shall be subject to the limits, terms and conditions of such original equipment manufacturer warranty or support.

## V. WARRANTY REMEDIES, ADVANCED LOANER, 99% UPTIME GUARANTEE, SERVICE MATERIALS, FEES, SOFTWARE SUPPORT

### REMEDIES FOR WARRANTY

If Customer promptly notifies Cuattro of a warranty claim for Service, makes the Equipment available for Cuattro inspection, provides a valid Equipment serial number, and uses best efforts to assist Cuattro with inspection and troubleshooting of the Products, and Cuattro confirms that, through no fault of Customer, a Product has failed during the Warranty Term and is eligible for Services, Cuattro will, upon Customer's return of the failed Equipment to Cuattro, repair, adjust, or replace, in Cuattro's sole discretion, with new, reconditioned, or exchange replacement parts of like or similar level and condition ("Replacement Parts"), as determined solely by Cuattro, the non-conforming Equipment or parts of the Equipment, via freight exchange, contractor, repair at Cuattro's facility or repair at Customer Site. Cuattro's repair or replacement with like or similar level and condition parts (and if necessary reperformance of same) is Customer's sole remedy for Equipment under this Warranty Agreement.

### ADVANCED LOANER PROGRAM

For Service(s) for Level 1 issues (cannot acquire and display x-rays) that Cuattro cannot complete, as reasonably pre-estimated by Cuattro, within twenty-four (24) hours of receipt of Equipment from Customer, Advanced Loaner(s) may be available, if initiated by 3:00P EST, within twenty-four (24) hours following Cuattro's acceptance of a qualified claim for Service and identification of the part(s) determined by Cuattro to be appropriate for Advanced Loaner remedy. In those cases that Cuattro authorizes sending of Advanced Loaner(s) before Cuattro's receipt of Customer's non-working Level 1 Equipment, Customer's Equipment for which Advanced Loaner(s) are sent, must be shipped to Cuattro, within forty-eight (48) hours of Customer receipt of Advanced Loaner(s) or Customer shall incur a \$250 per day late fee, until items are returned to Cuattro. Upon return to Customer of repaired or replaced Equipment for which Advanced Loaner(s) were sent, Advanced Loaner(s) must be shipped to Cuattro, within forty-eight (48) hours or Customer shall incur a \$250 per day late fee, until items are received by Cuattro. Advance Loaner(s) delay or unavailability shall be solely remedied by Uptime Commitment. At Cuattro's sole discretion, Advanced Loaner may be offered as a permanent Advanced Replacement for a fee of \$750.

### 99% UPTIME GUARANTEE PROGRAM

Cuattro guarantees that Your Equipment will be operable 99% of all Site operating hours (the "**Uptime Commitment**"). Equipment is considered inoperable under the Uptime Commitment if, due to Cuattro's design, manufacturing, material, Support or Warranty failure or delay ("**Cuattro Delay**"), the Equipment is unavailable for Level 1 use during normal daytime operating hours. Any inoperability time due to Customer Responsibilities not being met or for excluded services or Support or not solely attributable to Cuattro Delay is excluded from the Uptime Commitment calculation. If the Equipment is inoperable due to

Cuatro Delay, the Equipment will be timed as out of service from the time the request for Service was received by Cuattro's designated facility until the Equipment is returned to Customer control for Level 1 use, except that the following shall be excluded from any downtime calculation: (i) time outside Customer's ordinary business hours, (ii) time prior to failure to achieve Level 1 use, and (iii) time during which the Customer fails to assist Cuattro or to provide Cuattro with immediate and unencumbered access to the Equipment. The amount of hours Customer's business is open during normal business hours, excluding nighttime hours and weekend/holiday hours equals the "Base Hours" on which Uptime Commitment is calculated. Uptime is measured on a 26-week cycle; provided however, that in the event Customer's Warranty coverage is less than 26 weeks, all calculations will be prorated accordingly. If the Uptime Commitment is not achieved, Customer's sole and exclusive remedy shall be a payment as calculated below:

- (i) If excess downtime is less than 1.1% of the Uptime Commitment, then Cuattro pays no refund to Customer;
- (ii) If excess downtime is 1.1% to 3.0% of the Uptime Commitment, Cuattro will pay Customer one-thousand-dollars (\$1,000);
- (iii) If excess downtime is 3.0% to 8.0% of the Uptime Commitment, Cuattro will pay Customer two-thousand-dollars (\$2,000);and
- (iv) If excess downtime is greater than 8.0% of the Uptime Commitment, Cuattro will pay Customer two-thousand-five-hundred-dollars (\$2,500);

The amount provided for and calculated (i)-(iv) above describes Customer's exclusive monetary remedy and Cuattro's sole monetary liability for any warranty or Service claim related to Equipment or Software downtime, unavailability, or failure to operate at any Level.

#### SERVICE MATERIALS.

In connection with the Service(s), installation, configuration, maintenance, repair, and/or de-installation of the Equipment or Software, we may deliver to the Site items or materials that are not Yours. The presence of this property within the Site will not give you any right or title to it or any license or other right to ongoing access, ongoing use, to keep or to decompile this property. Any access to or use of this property by anyone other than You, as limited by this Agreement, or Cuattro personnel, is prohibited. You agree to provide Cuattro unrestricted access to this property during business hours, and to assist Cuattro with its return or recovery, without condition, delay, payment, charge, or assertion of any right to borrow, keep, use or own this property.

#### FEES AND PAYMENT

For out of warranty Service(s) **not** included as part of valid, paid up, current Warranty Agreement, fees will be Cuattro's then current fee rate per hour plus the costs of materials if Cuattro performs work or Services. Cuattro may, without obligation or liability decline to provide Service(s) or assistance for Products not covered by Warranty Agreement.

1. All amounts are net of taxes, which shall be added, if any, to final invoices. Current rates (subject to change) are:
  - a. Hourly Rate (Prorated per ½ hour blocks only): **\$250 per Hour**
  - b. Travel Rate (Per Day, plus actual transit, lodging, dining expenses): Lesser of **\$2,000 per Day / \$250 per Hour – 4 Hour Minimum**
2. Advanced Replacement Loaners for non-covered events may be available for \$750 per week (plus Shipping Charges).
3. Service(s) will be performed from 9:00 am to 6:00 pm, Monday-Friday (EST), excluding Cuattro's regular holidays, and outside those hours at our prevailing service rates and subject to the availability of personnel, at Cuattro's facility. Repaired or replaced Equipment shall have the benefit of the longer of (i) the remaining Warranty Term; or (ii) a forty-five (45) day warranty, subject to the terms and conditions set forth herein.
4. Service(s), that in Cuattro's reasonable estimation can be provided for remotely, but Customer requests be delivered by Cuattro personnel deployed to Customer's Site, shall incur an On-Site Copayment of **five-hundred (\$500) dollars**, payable in advance of Cuattro personnel travel. Cuattro retains sole discretion and decision authority on whether to send Cuattro personnel to Customer Site, and may authorize or deny, without penalty or liability, Cuattro personnel travel to Customer Site. Cuattro will use reasonable efforts to meet Customer request(s) for on-site Service.
5. For Customers in the United States of America, Cuattro shall pay economy freight charges for covered Service validly processed under RMA and this Agreement. When Customer ships any item to Cuattro, Customer is solely responsible for freight damage and all costs due to inadequate Customer packaging. If unsure whether an item is packaged properly, contact Cuattro prior to shipment.

#### SOFTWARE SUPPORT IN WARRANTY TERM

For Software, licensed in conjunction with Equipment validly purchased, as determined by Cuattro, where such Software is covered by this Agreement and by a current, in force, paid up Warranty Agreement within the Warranty Term, Cuattro will provide the following ("Support"):

<b>Generally Available Release Updates and Fixes:</b>	No Charge
<b>Generally Available Release Software Upgrades:</b>	No Charge
<b>Data Hosting (up to Data Monthly Limit):</b>	No Charge (Subject to Article VI Data Hosting)
<b>General Technical Support and Troubleshooting of Software:</b>	No Charge

To be eligible for Support, all Software must have, from the time of license from Cuattro; (i) been covered under a valid Warranty Agreement, continuously, without interruption or void incident or have been pre-approved by Cuattro prior to entry into an Extended Warranty Agreement, (ii) been validly used under Cuattro's EUSLA accompanying the Software, and (iii) been used only in accordance with the limits of this Agreement. Service(s) (including Support) covered by this Agreement are strictly limited to those specifically identified in this Agreement. Delays or inability to obtain Service(s) and/or the benefits of Equipment or Software may occur, in the event of technical difficulties with broadband services, firewalls or other matters reasonably beyond the full control of Cuattro, including Customer's failure to meet the conditions in this Agreement. Software is not represented or warranted as fit for any purpose and Customer's use of or reliance on Software is based upon Customer's informed professional choice.

Nothing in this Agreement shall obligate Cuattro to develop, create, test, release, support or provide for use, or sell any new software, Software, Upgrades, Updates, Fixes, or functionality (“**Software Enhancements**”). Software Enhancements are limited to generally available releases only. CUATTRO IS UNDER NO OBLIGATION TO; (1) PRODUCE SOFTWARE ENHANCEMENT(S) THAT IS REVERSE OR RETROACTIVELY COMPATIBLE WITH EQUIPMENT OR (2) UPGRADE EQUIPMENT OR CUSTOMER SUPPLIED ITEMS IN ORDER TO FACILITATE A SOFTWARE ENHANCEMENT. Software Enhancements may require hardware purchases, including possible necessary upgrades to Customer’s Equipment (“**Hardware Updates**”). Hardware Updates that may be needed to make Software Enhancements operable to Specifications are specifically excluded and are Customer’s responsibility. In the event that Customer’s Equipment or Site cannot support features of a generally available released Software Enhancement, Customer may; (i) choose to upgrade Equipment at Cuattro’s current pricing or (ii) choose to forego Software Enhancement while retaining the balance of the obligations and benefits of under the Warranty Agreement then in effect. Customer acknowledges it is not reasonable, nor feasible for Cuattro to upgrade, update, fix or support Software versions that are older than two generations (as defined as a version number x.y.z where x or y advances by at least one numeral) from the most recent generally available release of the Software. In the event of a lapse in Warranty Agreement coverage or Customer’s refusal or failure to cooperate to upgrade or update Software, to resume the benefit of obtaining Support, Updates, Fixes, and Upgrades, Customer may be required to bring Customer’s Software to the most recent generally available release, for a fee determined solely by Cuattro. Customer and Cuattro agree to use commercially reasonable efforts to Update or Fix Software covered under a valid, in force, fully paid up Warranty Agreement, no later than twelve (12) months after each generally available release of Software.

Support and Service(s) are expressly limited to and conditioned upon Customer’s acceptance of the terms and conditions of this Agreement. Breach of EUSLA or conditions of this Agreement may, in Cuattro’s sole determination, void Customer’s rights to obtain Service(s). Re-performance of Support and/or Service(s) is Customer’s sole and exclusive remedy and Cuattro’s sole liability and obligation for any Software related claims.

## VI. DATA HOSTING

### LIMITATIONS ON USE OF DATA BY CUATTRO AND CUSTOMER RIGHT OF RETURN OF DATA

CUSTOMER IS THE OWNER OF THE DATA. CUATTRO SHALL NOT USE DATA TO CONTACT, SOLICIT, OR MARKET TO CUSTOMER’S PATIENTS OR THEIR RESPONSIBLE PARTIES. CUATTRO MAY RETAIN POSSESSION OF ONE OR MORE COPIES OF DATA AND SHALL HAVE UNLIMITED RIGHTS OF BACKUP, COPY, DATABASE MANAGEMENT, AND ANONYMIZED DATA USE. A COPY OF CUSTOMER DATA IN CUATTRO’S POSSESSION SHALL BE RETURNED TO CUSTOMER IN GOOD STANDING, PURSUANT TO TERMINATION OF AGREEMENT FOR DATA HOSTING OR AT ANY TIME FOR A PREPAID FEE OF 5.0 US CENTS PER STUDY.

### DATA HOSTING GENERAL TERMS AND LIMITS

Customer is solely responsible for meeting the regulations of the authorities over the Site and Customer that govern medical records and nothing in this Agreement replaces Customer’s obligations with respect to laws regarding handling of medical records. Customer shall indemnify and hold harmless Cuattro, and Cuattro shall not be liable to Customer or anyone for Customer’s failure to adhere to regulations regarding retention of medical records, whether or not Cuattro has been advised of the actual or possible Customer deficiency or violation of such regulations. Customer agrees that Cuattro may, for all Data Hosting, virtualize server technology and database and Data, store Data with other data from sources other than Customer, and use any DICOM .90, .91, or other data compression schemes in DICOM or the medical imaging industry generally, as determined and chosen solely by Cuattro. Unless specifically authorized in writing by Cuattro prior to Data Hosting of Data, Customer shall send to Cuattro all Data only in the Data Format. Failure to adhere to the requirement to send Data for Data Hosting in Data Format shall result in cancellation of a capability to send Data for Data Hosting from the DICOM Node, device or Site not complying. Cuattro may cease, without liability, upon thirty (30) days’ prior written notice, Data Hosting. Cuattro shall have no obligation, explicit, express, or implied, now or in the future, to offer or to receive, store, host, serve, maintain, provide access to, or protect Data or for Data Hosting, except; (i) as specifically required by law, or (ii) as provided for by a written and countersigned, in-force, paid-up Agreement (or written, countersigned extension of Agreement), that includes the provision of Data Hosting, in which case Cuattro shall provide, directly or indirectly, through one or more intermediaries or assigns, Data Hosting for the time period and at the costs explicitly required. In no case shall Cuattro’s obligation of Data Hosting; (i) in each instance of Data or Study, exceed seven (7) years from time of Study Acquisition Date on the original modality, of each instance of Data by Cuattro; (ii) cover any Data or period for which a valid, in-force, paid-up agreement for Data Hosting was not in force, had lapsed, or was interrupted for “acts of God” or was under dispute over failure to pay amounts due Cuattro; or (iii) Data from any equipment, or software that is not a prior approved DICOM Node (as defined below). Customer agrees that Cuattro is not liable for any Study or Data not proved by evidence to have been received by Cuattro.

Each unit of Data Hosting, is calculated to be a Study that includes the medical images of one exam on one patient, billable per such unit, at a rate per Study (one time, paid in full), as listed herein, and a minimum of **seventy-five (\$75.00) dollars** per month (unless expressly agreed otherwise in a paid up agreement providing for other fees), expressly under the limitations, exclusions, and terms in Article VIII “Exclusions of Implied Warranties and Limitations on Damages and Liabilities” of this Agreement. Future Data Hosting charges may be revised up or down in the sole discretion of Cuattro, but not retroactively to Studies already received and Data Host(ed).

DICOM Node (Modality)	Data Hosting Customer Price
DX / CR:	\$2.50 (or Free or Discounted if provided for in EWA)
MRI:	\$3.00
CT:	\$3.00
US:	\$3.00 (Limited to 150 frames)

Each Study proved to have been received by Cuattro for Data Hosting is deemed to be an individual **transaction** giving rise to an individual, separate agreed price for that Study, not to exceed the schedule above. In no event shall Cuattro’s liability claimed by anyone for Data or Data Hosting, whether by failure, loss, negligence or non-performance, exceed the lesser of Article VIII or as provided in the above schedule, for the individual Study for which Data Hosting

was or was to have been provided. Any Data Hosting that are at billed \$0/£0/€0 per Study, such as for sales or trial demonstrations, Service, Data Hosting, and/or Support are secondary services and, in such cases, Customer is solely responsible for storing and protecting Customer's own primary copies of such Data and maintaining copies of Data for retrieval by Customer's own labor and equipment.

For discounted Data Hosting included as part of any agreement, monthly Data transfer limit of **5 GB** apply for the Site (including Equipment and all DICOM Node(s) if any) ("Data Monthly Limit"). Data over the Data Monthly Limit may incur a fee of **three (\$3.00) dollars** per Study.

Cuattro may fix, upgrade, service, or update Software used in Data Hosting at any time, without notice, and without obligation or liability to Customer.

#### END OF DATA HOSTING

Upon termination of Data Hosting, Cuattro shall have no further obligation to Customer for Data, Data Hosting, or Data retention, except as expressly agreed to in this Agreement. Upon termination or non-renewal of Data Hosting, Customer shall pay, within twenty-one (21) days of invoice, the greater of 5.5 US Cents per Study or \$750, and within ninety (90) days thereafter Cuattro will return to Customer a copy of the Customer's Data in Cuattro's possession. Upon receipt of returned Data, Customer shall; (i) for each instance of Data for which Customer claims loss, provide to Cuattro a complete, written accounting, including Study date, patient, and number of images, and proof of Cuattro receipt of the Data, or (ii) by written, signed release drafted by Cuattro; (1) acknowledge the sufficiency and completeness of returned Data and (2) release Cuattro from any past, current, and future obligation or liability relating to any Data or data, whether received or not by Cuattro. In the event Customer refuses to pay the invoice for return of Data, Customer shall within thirty (30) days from termination, by written, signed release drafted by Cuattro, release Cuattro from any past, current, and future obligation or liability related in any way to any Data or data, whether received or not by Cuattro. By executing this Agreement, Customer agrees that Customer releases Cuattro from any obligation or liability for Data, Data Hosting, or data incurred before Cuattro's written acceptance of agreement that includes Data Hosting, and after termination of each agreement that includes Data Hosting. If Cuattro cancels or substantially curtails any Data Hosting prepaid for by Customer, Cuattro shall return to Customer a copy of Data, at no charge, within sixty (60) days of cessation that specific Data Hosting and refund to Customer any prepaid amounts, less proration for the period(s) used.

#### VII. DISPUTE RESOLUTION

Except for Customer breach of Article IX, if any party alleges a breach of the terms of this Agreement, then the party alleging will inform the other party in writing. Upon receipt of such notice, the receiving party will have 20 days to cure the alleged breach. If the parties do not agree that effective cure has been accomplished by the end of the 20-day period, then a senior manager from each party will meet in person and confer in good faith to resolve the dispute within 21 days of the expiration of the prior 20 day period. If, the dispute still remains unresolved, the dispute will be submitted to the office of the American Arbitration Association ("AAA") located closest to Denver, Colorado USA for binding arbitration in front of one (1) arbiter, in accordance with the AAA's Commercial Arbitration Rules then in effect. The law applicable to the arbitration is the US law of the State of Delaware, without regard to conflict of law principles. Cost of the arbitration, including fees and expenses of the arbitrator(s), will be shared equally by the parties, with each party paying its own attorneys' fees, travel expenses, and other costs. The arbitrator(s) will have authority to apportion liability, but will not have the authority to award any damages (i) not available under this Agreement or (ii) in the case of damages assessed against Cuattro, in excess of Article VIII and/or as provided for in relation to the Uptime Commitment. The arbitration award will be presented to the parties in writing, and upon the request of either party, will include findings of fact and conclusions of law. The award may be confirmed and enforced in any court of competent jurisdiction. Any post-award proceedings will be governed by the law of the State of Delaware, without regard to conflict of law principles. Any amount not paid when due shall accrue a late charge at a rate of one and one-half percent (1.5%) per month or the maximum rate provided by law. If Customer is delinquent in paying any amount (however arising) owed to Cuattro by more than thirty (30) days, then without limiting any other rights and remedies available to Cuattro under the law, in equity, or under contract, Cuattro may (i) suspend provision of the Services, Data Hosting, and Software until all outstanding amounts are paid, or (ii) by notice to Customer, treat such delinquency as a repudiation by Customer of the portion of the Agreement not then fully performed, whereupon Cuattro may cancel all further obligations with respect to Services, Data Hosting, Warranty, and Support. Customer expressly waives the right to trial by jury, punitive damages, consequential damages, and the recovery of attorney's fees, discover expenses, expert witnesses expenses and court costs.

#### VIII. EXCLUSION OF IMPLIED WARRANTIES AND LIMITATIONS ON DAMAGES AND LIABILITIES

EXCEPT AS EXPRESSLY REPRESENTED IN THIS AGREEMENT, AND TO THE EXTENT NOT PROHIBITED BY LAW, ALL SERVICES AND DATA HOSTING ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING FOR QUALITY, RELIABILITY, TIMELINESS, USEFULNESS, SUFFICIENCY AND ACCURACY. THE LIMITED WARRANTIES SET FORTH HEREIN ARE EXPRESSLY IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, USE, OR APPLICATION. CUATTRO'S TOTAL LIABILITY IN DAMAGES AND YOUR EXCLUSIVE REMEDY SHALL BE FOR CUATTRO TO RE-PERFORM SERVICES; PROVIDED THAT, IN THE EVENT CUATTRO IS UNABLE TO CORRECT ANY DEFAULT, CUATTRO MAY ELECT TO REFUND AN AMOUNT EQUAL TO THE ACTUAL FEE PAID TO CUATTRO FOR THE MOST RECENT, IN EFFECT, UNUSED PORTION OF WARRANTY AGREEMENT, IN FULL SATISFACTION OF CUATTRO'S OBLIGATIONS. SUCH REPERFORMANCE OR REFUND SHALL CONSTITUTE CUATTRO'S ENTIRE LIABILITY FOR A DEFAULT OR BREACH. IN NO CASE WILL CUATTRO'S LIABILITY EXCEED THE AMOUNT OF PAYMENT RECEIVED BY CUATTRO FOR THE UNIT OF EQUIPMENT, SOFTWARE, SERVICE, WARRANTY AGREEMENT OR DATA HOSTING, FROM WHICH THE SPECIFIC LOSS CLAIMED ARISES. IN NO EVENT SHALL CUATTRO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR SPECIAL LOSS OR DAMAGES OF ANY KIND, INCLUDING CLAIMS OF ANY THIRD PARTY, SUCH AS, BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, LOST REPUTATION, OR BUSINESS INTERRUPTION, THAT RESULT FROM SERVICE(S), THIS AGREEMENT, EQUIPMENT, DATA HOSTING, OR SOFTWARE, HOWEVER CAUSED, WHETHER BASED ON CONTRACT, TORT OR OTHER THEORY, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, WHETHER ARISING FROM BREACH OF THIS AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE,

GROSS NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT. CUATTRO SHALL HAVE NO LIABILITY FOR ANY GRATUITOUS ADVICE. TO THE EXTENT ALLOWABLE UNDER LAW, CUATTRO SHALL NOT BE LIABLE, FOR ANY REASON, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, WHETHER OR NOT CUATTRO IS, WAS, OR SHOULD HAVE BEEN ADVISED OF THE POSSIBILITY, FOR THE LOSS OF OR INABILITY TO ACCESS DATA OR FOR YOUR OR ANY PARTY'S FAILURE TO MEET THE REQUIREMENTS OF ANY STATUTE. NO CLAIMS, REGARDLESS OF FORM, ARISING OUT OF OR IN ANY WAY CONNECTED WITH EQUIPMENT, SOFTWARE, SUPPORT, WARRANTY, AGREEMENT, OR SERVICES FURNISHED BY CUATTRO MAY BE BROUGHT BY ANY PARTY MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED OR CUATTRO'S PERFORMANCE HAS BEEN COMPLETED OR TERMINATED, WHICHEVER IS EARLIER. YOU AGREE AND ACKNOWLEDGE THAT THE PRICE PAID BY YOU FOR THE SERVICE(S), SOFTWARE, EQUIPMENT AND WARRANTY IS BASED UPON AND CONTINGENT UPON THESE LIMITATIONS OF LIABILITY, THAT THESE LIMITATIONS ARE A CRITICAL PART OF OUR BARGAIN, THAT EACH PRICE CHARGED WOULD HAVE BEEN FAR GREATER HAD NOT ALL PARTIES AGREED TO THESE STRICT LIMITS OF LIABILITY, EXCLUSIONS OF WARRANTIES, PROVISIONS FOR DISPUTE RESOLUTION, AND THE LAWFULNESS, REASONABLENESS, AND MUTUAL ACCEPTANCE OF EACH, AND THAT THE EFFECTS OF THESE LIMITATIONS ARE REASONABLE AND FORSEEABLE.

## IX. PROVISIONS GOVERNING SOFTWARE LICENSE

Software is licensed, not sold. You are granted a limited license for any Software associated with the Equipment ordered and delivered by us to you. This license allows you to use the Software only on the Equipment, only at a single Site, only in accordance with the Agreement. **Cuattro reserves the right to deactivate Software and access to Software, Data, Data Hosting, and Service(s) until all payments due from you to us are received, and you agree that this remedy is reasonable, and you disclaim any complaint, damage, or liability related to our exercise of this remedy.** Software is protected by the copyright laws of the United States and international treaties. No rights under copyrights are transferred to you, except as specifically provided for in this Agreement. You may not distribute copies of the Software to others or electronically transfer the Software from one computer to another over a network. The Software contains trade secrets. You may not decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-perceivable form. YOU MAY NOT MODIFY, ADAPT, TRANSLATE, RENT, LEASE, LOAN, RESELL, DISTRIBUTE, NETWORK, OR CREATE DERIVATIVE WORKS BASED UPON THE SOFTWARE OR ANY PART THEREOF. Software EUSLA will apply and will be delivered as part of Software and with Equipment, and use of Software indicates EUSLA acceptance by You. All Software and documentation related to the Software or to Equipment remain Cuattro's property. The media on which the Software is recorded or fixed is your property. With respect to Software recorded on your media, you may request that we erase our Software. If you receive Software that renders Software that you then have redundant, you must return the redundant Software to us or certify in writing that you have erased all copies of it. EUSLA is available for review and acceptance by going to [www.vet.cuattro.com](http://www.vet.cuattro.com), in the About section of Software, by email request to [imaging support@heska.com](mailto:imaging support@heska.com), and by contacting the Call Center. Services are conditioned upon continuous adherence to EUSLA.

## EQUIPMENT PRODUCTS SCHEDULE

**DETECTORS:** CUATTRO SELECTED 1012 / SELECTED 14x17 / 17x17 SERIES DIGITAL RADIOGRAPHY DETECTOR

**ACQUISITION:** CLOUD DR ACQUISITION CONSOLE, SELECTED SLATE ACQUISITION CONSOLE, SELECTED UNO ACQUISITION CONSOLE

**EXCLUSIONS:** X-RAY GENERATORS, SYNCHRONIZATION AND DETECTOR CABLES, CLICKERS, FOOTPEDALS, SOFT-SIDED BAGS AND OTHER CONSUMMABLE ITEMS. Equipment purchased from Cuattro or authorized Distributor of Cuattro by Customer and also identified above in Equipment Products Schedule, will be covered by this limited Warranty Agreement. All other items are specifically excluded and have no warranty from Cuattro. Cuattro warrants Equipment covered by this Warranty Agreement shall be free from defects in material and workmanship that impair their performance and that Equipment shall be in substantial compliance with operational features of Cuattro's published specifications at the time of original sale or delivery to Customer.

Only Equipment listed on Equipment Products Schedule is covered. Equipment not specifically listed is NOT covered under this Agreement and shall not be eligible for Warranty or Services. To be eligible for Service(s), all Equipment must have, from the time of delivery to Customer, (i) been covered under a valid Warranty Agreement, continuously, without interruption, without void incident, or pre-approved by Cuattro prior to entry into an Extended Warranty Agreement and (ii) been stored, cared for, maintained, and operated in conformance with this Agreement.