

# IronCare & Managed Care Terms and Conditions

These IronCare & Managed Care Terms and Conditions represent the agreement (“Agreement”) that governs the delivery of IronCare Maintenance, Managed Care, and/or Cloud Video Services (herein referred to as the “Services”) from Iron Bow Technologies, LLC (“Iron Bow”).

1. **Related Documents.** This Agreement should be read in conjunction with, the following documents also posted at <https://ironbowhealthcare.com> (together, the “Supplemental Documents”):
  - a) The Managed Telehealth Service Description; and
  - b) Iron Bow 90 Day Limited Warranty, Disclaimer of Warranty, and End User License Agreement; and
  - c) Iron Bow RMA, DOA, and Return Policy.

All capitalized terms in this description have the meaning ascribed to them herein, or, if not defined herein, in the Definitions of Terms.

2. **Parties.** This Agreement is entered into between Iron Bow and each (a) Customer who purchases the Services either directly from Iron Bow or through an Iron Bow Authorized Partner for their own use; or (b) an Iron Bow Authorized Partner (sometimes referred to herein as an “Authorized Partner”) who is registered and permitted by Iron Bow to obtain the Services for their Customers or for the Authorized Partner’s own internal end-use. In either case, the second party hereto is referred to as a “Customer” or “End User” herein. Customer’s purchase of the Services is Customer’s act of acceptance of this Agreement, and no further action or acknowledgement is required therefrom.

3. **The Services.** The Services are those services which are:
  - a) More fully described and detailed in the Supplemental Documents, which set forth Iron Bow’s offering, eligibility requirements, service limitations and customer responsibilities. The Supplemental Documents can be found at <https://ironbowhealthcare.com>; and
  - b) Either:
    - i. Purchased simultaneously with the supported product; or
    - ii. Renewed prior to the end of an existing services contract coverage period. (“Renewal of the Services,” as more fully described below).

\* *Iron Bow reserves the right to refuse any renewal of the Services for any reason, at its sole and absolute discretion.*

4. **Prices and Taxes.** Customer shall pay in full and in advance for all of the Services and shall pay all applicable taxes upon purchase thereof. . Iron Bow shall only (and shall only be obligated to) provide the Services as detailed in a Purchase Order for which Iron Bow has been paid the appropriate fee in full.

5. **Location.** Iron Bow shall invoice, and Customer agrees to pay, insured shipping charges associated with advance replacement units and return of failed units to any non-U.S. customer location. Second business day equipment delivery is provided for commercially available locations and some domestic and international locations are excluded.

6. **Services Performance.** IronCare services are performed using generally recognized commercial (and in some cases, industry specific) practices and standards. Customer agrees to provide prompt notice of any service concerns and Iron Bow may re-perform any service that failed to meet these standards in Iron

Bow's sole and absolute discretion. Iron Bow is not liable for the performance or non-performance of third party vendors, their products, or their services, which are not provided by or through Iron Bow.

**7. Intellectual Property Rights.** No transfer of ownership of any intellectual property will occur under this Agreement. Iron Bow retains all right, title and interest in and to all marks related to, processes, know-how and knowledge utilized in, and components of the Services, including all worldwide intellectual property and proprietary rights. All inventions, derivatives, discoveries, intellectual property, technical communications, and records originated or prepared pursuant to this Agreement, based on information obtained from Iron Bow, or based on the Services or any part thereof, regardless of the Party responsible for the creation or discovery thereof or improvement thereto, shall be Iron Bow's exclusive property as if originally authored, created, conceived, modified or improved by Iron Bow. Customer agrees to, and shall, execute any document(s) or agreement(s) deemed necessary by Iron Bow to solidify and evidence Iron Bow's right, title and interest therein, or to obtain any form of legal protection therefore. Customer grants Iron Bow a non-exclusive, perpetual, worldwide, royalty-free right and license to any intellectual property that is necessary for Iron Bow and its designees to perform the ordered services.

**8. Confidentiality.**

- 8.1 Customer is responsible for the security of its proprietary and confidential information. Information exchanged under this Agreement will be treated as confidential only if clearly marked and identified as such at disclosure.
- 8.2 Each Party agrees not to use any Confidential Information (as defined herein) of the other Party except in performance of this Agreement and not to disclose such information to third parties (other than, as determined by the Receiving Party in good faith, those persons with a genuine "need to know" and who will similarly limit the use and disclosure of the information, such as attorneys, accountants, commercial and investment bankers, consultants, Board members and certain key employees). All information which the Disclosing Party considers confidential will be conspicuously marked or otherwise labeled "Confidential," "Proprietary," "Sensitive" or in another manner clearly indicating its confidential and/or proprietary nature or which, in the case of oral information, is specifically identified at the time of disclosure as being confidential, proprietary or sensitive; provided, however, such oral information will be reduced to writing and delivered to the Receiving Party within ten (10) days of oral disclosure. With respect to both Parties hereto, for purposes hereof, Confidential Information will not include any information that: (i) is now or becomes in the public domain through no breach of this Agreement; (ii) is in the possession of the Receiving Party as of the date of execution hereof and is not subject to nondisclosure obligations; (iii) is independently learned by the Receiving Party from a third party without breach of this Agreement; or (iv) is required by law or order of a court, administrative agency or other governmental body to be disclosed by the Receiving Party. Each Party acknowledges that the other Party will suffer irreparable injury as a result of any use, disclosure, or duplication of its Confidential Information by the other Party in violation of the provisions of this Section 8. Accordingly, either Party will be entitled in such event to seek preliminary and final injunctive relief in addition to any other applicable remedies, including the recovery of damages. The provisions of this Section 8 will survive the termination or expiration of this Agreement. Each Party will notify the other immediately upon learning of any unauthorized use, disclosure, or duplication of Confidential Information.
- 8.3 Either Party will have the right in its good faith discretion to make such public press releases, announcements or other communications as it reasonably believes are necessary to comply with applicable federal and state securities or other laws and the regulations promulgated by the National Association of Securities Dealers ("NASD") and/or appropriate securities exchanges, as the case may be, but only to the extent of not divulging any proprietary or Confidential Information of the other Party.

9. **Personal Information.** Each party shall comply with their respective obligations under applicable data protection legislation. Iron Bow does not intend to have, and Customer shall not grant Iron Bow, access to personally identifiable information (“PII”), personal health information (“PHI”), or any similarly restricted and protected information of Customer or any third party (together referred to herein as “Customer Protected Information”). To the extent Iron Bow is granted or has access to Customer Protected Information stored on a system or device of Customer, such access will likely be incidental to Iron Bow’s primary function and Customer will remain the data controller of Customer Protected Information at all times. Iron Bow will use any Customer Protected Information to which it is granted or has access strictly for purposes of delivering the services ordered.

10. **Indemnification; Limitation of Liability.**

- 10.1 **Iron Bow’s Indemnification Obligation.** Iron Bow shall, at its sole expense, indemnify, defend and hold harmless Customer from any and all damages, losses, costs and claims based upon: (i) an allegation that any of the Services supplied under this Agreement infringes or constitutes wrongful use of any patent, copyright, trademark, trade secret or other proprietary right of any third party; and/or (ii) any grossly negligent or intentionally wrongful act or omission by Iron Bow in the performance of any of the Services supplied under this Agreement, to the proportionate extent Iron Bow is found to be grossly negligent or to have acted intentionally wrongfully. However, Iron Bow shall only be obligated to indemnify, defend and hold harmless Customer pursuant to the foregoing in the event that Customer grants Iron Bow sole control of, and fully cooperates in, the defense and settlement of any such damages, losses, costs and claims. In the event that any of the Services supplied under this Agreement is found to infringe on any intellectual property right of any third-party, Iron Bow may, at its sole and absolute discretion: (a) modify the Services so as to be non-infringing and materially equivalent; (b) procure a license from the owner of the infringed intellectual property, at Iron Bow’s sole and absolute discretion; or (c) refund to Customer the prorated balance of any pre-paid amount. The preceding sentence represents Customer’s sole recourse and entitlement in the event any of the Services are found to infringe on any intellectual property right of any third-party, and Customer specifically and irrevocably waives its rights to pursue any other or additional damages or compensation of any kind.
- 10.2 **Customer’s Indemnification Obligation.** Customer shall, at its sole expense, indemnify, defend and hold harmless Iron Bow and its subsidiaries, respective officers, directors, employees, agents, successors, subcontractors, suppliers and assigns, (collectively and individually, the “Indemnified Parties”) from and against any and all claims, losses, damages, injury, liability, expenses of whatever form or nature and costs, including but not limited to reasonable attorneys' fees and court costs, resulting from, arising out of, or in any way connected with this Agreement, whether or not caused or contributed to by Iron Bow based upon: (i) Customer’s use of the products covered by the Services or harm caused thereby; (ii) any negligence or alleged negligence or other tortious conduct on the part of Customer or Customer’s agents, invitees, employees, contractors, subcontractors, officers, directors, and/or end users; (iii) an allegation that any of the Services or covered product, or portion thereof, infringes or constitutes wrongful use of any patent, copyright, trademark, trade secret or other proprietary right of any third party due to the manner in which Customer deployed, utilized, or combined the Services or covered product with other products, services, and/or software that was not approved by Iron Bow in writing; (iv) representations or statements about Iron Bow and/or any of its products or services not specifically authorized by Iron Bow herein or otherwise in writing; (v) alterations of a covered product; and (vi) violation of any applicable law, regulation, or order.
- 10.3 **Liability for Customer Protected Information.** Customer acknowledges that any grant of access or actual access to Customer Protected Information is an error and breach of this Agreement by Customer. Therefore, Customer shall remain responsible for the security of its proprietary and confidential information, including all Customer Protected Information, and shall at its sole

expense, indemnify, defend and hold harmless Iron Bow and its subsidiaries, respective officers, directors, employees, agents, successors, subcontractors, suppliers and assigns, (collectively and individually, the “Indemnified Parties”) from and against any and all claims, losses, damages, injury, liability, expenses of whatever form or nature and costs, including but not limited to reasonable attorneys' fees and court costs, resulting from, arising out of, or in any way connected with such a grant of access or actual access to Customer Protected Information, whether or not caused or contributed to by Iron Bow.

- 10.4 **Limitation of Liability.** IRON BOW’S AND ITS ASSIGNS’ LIABILITY FOR ANY DIRECT LOSS OR DAMAGE ARISING OUT OF THIS AGREEMENT AND ANY ORDER SHALL BE LIMITED TO, AND SHALL UNDER NO CIRCUMSTANCES EXCEED, THE PRICE PAID BY CUSTOMER FOR THE SERVICES GIVING RISE TO THE CLAIM (EXCLUDING GROSS SALES TAX). UNDER NO CIRCUMSTANCES WILL IRON BOW OR ITS SUBSIDIARIES, INCLUDING IRON BOW’S AND ITS SUBSIDIARIES’ RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, SHAREHOLDERS, SUBCONTRACTORS OR LICENSORS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, OR FOR THE LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STATUTE, EQUITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. UNDER NO CIRCUMSTANCES WILL IRON BOW’S OR ITS SUBSIDIARIES’, INCLUDING IRON BOW’S AND ITS SUBSIDIARIES’ RESPECTIVE OFFICERS’, DIRECTORS’, EMPLOYEES’, AGENTS’, SUCCESSORS’, ASSIGNS’, SHAREHOLDERS’, SUBCONTRACTORS’, OR LICENSORS’ CUMULATIVE LIABILITY EXCEED THE AMOUNT CUSTOMER PAID IRON BOW FOR THE SERVICES IN CONTROVERSY.

## 11. **Service Exclusions.**

- 11.1 The Services do not cover any damage or failure caused by:
- a) Any service, software, or product not provided by Iron Bow which impacts products or the Services (regardless of whether such service, software, or product is performing as intended by its manufacture, failing to function properly, or any functional limitations thereof);
  - b) Installation or operation of any covered product not in accordance with instructions supplied by Iron Bow;
  - c) Improper deployment, use, combination, site preparation, site conditions, environmental conditions, or any other factor not in compliance with the applicable Supplemental Documents, prerequisites, and/or Customer responsibilities;
  - d) Alterations, modifications, repair or maintenance not performed by Iron Bow;
  - e) Abnormal physical or electrical stress, abnormal environmental conditions, misuse, abuse, negligence, accident, fire or water damage, electrical disturbances, damage related to relocation or transport of the covered product, or any other cause beyond Iron Bow’s reasonable control;
  - f) Any software not provided by Iron Bow; or
  - g) Malware (e.g. virus, worm, etc.) not introduced by Iron Bow.
- 11.2 The Services do not cover any of the following:
- a) Any product, software, or service provided or licensed for beta, evaluation, testing or demonstration purposes;
  - b) Any temporary software modules;
  - c) Any product or software that Iron Bow expressly provides on an “As Is” basis;
  - d) Any consumable parts or components such as batteries, protective coatings, etc., which are designed to diminish over time; or
  - e) Any software for which Iron Bow does not receive a license fee.

**12. Registration.** Customer shall provide the necessary information to register the product to be supported as soon as practicable after the purchase of the Services. In the event a covered product, with proactive monitoring as a component of the Services, changes location, to ensure continued and effective IronCare, Customer must notify Iron Bow of the relocation in writing at least twenty-four (24) hours prior to said relocation, and Customer must further provide the necessary information requested by Iron Bow to make a proper adjustment to the registration. **IRON BOW IS NOT OBLIGATED TO PROVIDE THE SERVICES IF CUSTOMER DOES NOT COMPLY AND COOPERATE WITH ITS OBLIGATIONS AS STATED HEREIN.** The Services are nontransferable, and shall inure only to the benefit of the original purchaser thereof.

**13. Assignment.** Customer shall not, and may not, assign this Agreement, in whole or in part, or its rights or obligations hereunder, without Iron Bow's prior express written consent. In the event of an unauthorized attempted or purported assignment of this Agreement by Customer, Iron Bow shall have an immediate right to terminate this Agreement without any liability whatsoever, and Customer nor its purported assignee shall have any right to continue the Services nor any refund related thereto. This Agreement may be executed and performed by Iron Bow affiliates or assignees.

**14. Renewal of the Services.** Iron Bow may, in its sole and absolute discretion, offer the option for Customer to purchase Renewal of the Services. Renewal of the Services must be purchased and registered prior to the expiration of the existing service contract. *Any attempt to purchase Renewal of the Services after the expiration of the existing service contract may be subject to a fee to inspect the subject product, at Iron Bow's sole and absolute discretion. Iron Bow reserves the right to refuse any purchase of Renewal of the Services which Iron Bow determines would require inspection, for any or no reason, at its sole and absolute discretion, before or after inspection thereof.*

**15. Term and Termination.**

15.1 **Term.** This Agreement shall commence on the date of purchase of the subject service contract, or the date of expiration of the previous service contract in the event of a service contract renewal, and remain effective for the warranty, coverage, or service period specified in the order and for which Iron Bow is paid in full at the time of purchase.

15.2 **Advance Termination.** Notwithstanding anything to the contrary in this Agreement, Customer may terminate this Agreement, with or without cause, on thirty (30) days written notice to Iron Bow.

15.3 **Termination for Cause.** Iron Bow shall have the right to terminate this Agreement immediately, and without any liability whatsoever to Customer or any third party, in the event that Customer (i) breaches any material term hereof or fails to perform or observe any condition of this Agreement (in Iron Bow's sole discretion); (ii) fails to make timely payment on any order for the Services; (iii) fails to fulfill its obligations and responsibilities hereunder (including under any Supplemental Document) which adversely affects Iron Bow or its ability to provide the Services in its normal course and pursuant to its standard practices; (iv) becomes insolvent; or (v) has a receiver or other similar officer appointed. Failure by Iron Bow to take such action, immediately or otherwise, shall not constitute a waiver of said right or any other right Iron Bow may have through contract, law or otherwise.

15.4 **Effect of Termination.** Under no circumstances shall Customer be entitled to any refund due to a termination of this Agreement pursuant to this Section 15. Upon the effective date of any proper termination pursuant to this Section 15, Iron Bow's obligation to provide any and all services hereunder shall cease without any further or additional liability or obligation on Iron Bow's behalf.

**16. One Year Limitation; Discrepancies.** Customer may not bring a claim or action regardless of form, arising out of or related to this Agreement, including any claim of fraud or misrepresentation, more

than one (1) year after the expiration of the term of any of the Services at issue, or more than one (1) year after any such cause of action accrues, whichever is earlier. In addition, Customer agrees to bring any administrative discrepancies, including but not limited to, invoice errors, shipment discrepancies and return variances, to Iron Bow's attention in writing within ten (10) days from the date of the incident's occurrence (e.g. invoice date, receipt of good, provision of service, etc.). Customer's failure to raise an administrative discrepancy (with appropriate supporting documentation) within this period will result in the waiver of Customer's right to dispute the incident at a future date.

**17. Force Majeure.** Neither Customer nor Iron Bow shall be liable for any delay in delivery, or delay in the performance of other acts required hereunder (except an obligation to make payment), when resulting from causes wholly beyond the reasonable control of either Party. Such causes shall include, but not be limited to: acts of God, acts of government, wars, revolutions, civil disturbances, strikes, floods, fire, labor disputes or shortages, utility curtailments, power failures, explosions, shortages of equipment or supplies, wrongful acts or omissions of third parties, perils of the sea or other interruption of transportation. Notice to this effect ("Notice of Force Majeure") shall be given in writing or by facsimile, or e-mail confirmed in writing as soon as reasonably possible to the other Party. The existence of such causes of delay shall justify the suspension of performance hereunder by either Party and shall extend the time for such performance for a period equal to the period of delay; provided however, that if such period of delay shall exceed 60 days from the receipt of Notice of Force Majeure, either Party shall have the right to cancel this Agreement without liability.

**18. Notices.** All notice, requests or other written communications required, permitted or otherwise given or sent pursuant or in relation to this Agreement, shall be deemed given if mailed first class, postage paid, or sent by electronic mail or facsimile, and if addressed or sent as follows:

18.1 **In the Case of Customer:** To the address, electronic mail address, or facsimile number provided to Iron Bow by Customer at the time of purchase, upon registration, or the most recent written notice of change of contact information, whether or not still valid.

18.2 **In the Case of Iron Bow:** To - Iron Bow Technologies, LLC  
4800 Westfields Boulevard, Suite 300  
Chantilly, Virginia 20151  
Attn: Contracts/Legal

**19. Severability.** Each sentence, clause, paragraph and provision of this Agreement is entirely independent and severable from every other sentence, clause, paragraph and provision. If any judicial authority or state or federal regulatory agency or authority determines that any portion of this Agreement is invalid or unenforceable or unlawful, such determination will affect only the specific portion determined to be invalid or unenforceable or unlawful and will not affect any other portion of this Agreement which will remain and continue in full force and effect. In all other respects, all provisions of this Agreement will be interpreted in a manner which favors their validity and enforceability and which gives effect to the substantive intent of the parties.

**20. Survival.** All provisions of this Agreement which are, by their nature, intended to survive the expiration or termination of this Agreement will survive such expiration or termination.

**21. Governing Law and Disputes.** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia, without regard to the conflicts of law principles thereof. All claims, disputes, demands, controversies and differences that may arise between the Parties to this Agreement shall be settled first, by negotiating promptly with each other in good faith. These negotiations shall commence upon the written request of either Party and shall be conducted by the designated representative of each Party. Nothing in this agreement and/or this section shall be construed to relieve a Party of the obligation to continue to pay invoices that are due and owing. If the Parties are unable to resolve the dispute between them within thirty (30) days (or within such longer period as the Parties may otherwise mutually agree) through these negotiations, then the Parties agree to try in good faith to settle the dispute by

mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration, litigation, or some other dispute resolution procedure. If the Parties are unable to resolve the dispute between them within thirty (30) days (or within such longer period as the Parties may otherwise mutually agree) through said mediation, either Party may resort to the judicial process or request another form of alternative dispute resolution to pursue its claims. Any such action shall be filed in a court of competent jurisdiction in the Commonwealth of Virginia. Each Party will bear its own attorney's fees and other costs associated with negotiation, mediation and arbitration provided for in this section. If court proceedings to stay litigation or compel mediation are necessary, the Party who unsuccessfully opposes such proceedings will pay all associated costs, expenses and attorney's fees, which are reasonably incurred by the other Party. If any legal action or other proceedings in a court of competent jurisdiction is brought to enforce the provisions of this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees and other costs incurred in such action or proceeding, in addition to any other relief to which the prevailing Party may be entitled.

**22. Entire Agreement.** This Agreement (together with the Supplemental Documents) contains the entire agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior agreements, arrangements, understandings, letters of intent, conversations, and negotiations, whether oral or written, with respect to the subject matter hereof. The Parties stipulate that there are no representations with respect to the subject matter of this Agreement except those representations specifically set forth in this Agreement and the Supplemental Documents. In the event of a conflict between this Agreement and the Supplemental Documents this Agreement shall take precedence as to terms and conditions of a legal nature, and the Supplemental Documents shall take precedence as to service level obligations, Customer obligations and responsibilities, matters of a distinctly similar nature thereto, and any issue or matter which any Supplemental Document specifically states it takes precedence over this Agreement in relation to. The Parties specifically agree that in cases of ambiguity in the construction of this Agreement there shall be no presumption against either Party as the "drafter" of this Agreement. Unless expressly agreed upon in writing, and signed by Iron Bow's Chief Financial Officer, Director of Contracts, or General Counsel, any and all additional language, terms and/or conditions provided on any order forms or other documents from Customer are hereby preemptively expressly rejected and shall not apply. This Agreement may not be changed orally; it may only be amended or modified in writing, and any such amendment or modification must be acknowledged in writing by the Party against whom enforcement of any waiver, change, modification or discharge is sought.