



Cedars-Sinai Cardiac Suite Technical Support Services Terms and Conditions

Cedars-Sinai Medical Center (“CSMC”) will provide Technical Support Services to End User in accordance with the following terms and conditions (“Support Terms”). All capitalized terms not defined herein are defined in the applicable End User License Agreement. By using or purchasing the Technical Support Services, End User acknowledges that it has read these Support Terms, that it understands the Support Terms, that it agrees and accepts the Support Terms as presented herein. If End User does not agree to these Support Terms, do not apply for, accept, use or purchase the Technical Support Services.

1. Technical Support Services. During the SLA Term (as defined below), CSMC will provide the following Technical Support Services to End User only for the current version of the Software and the immediately preceding version of the Software:

- a. Assist End User with applying any Updates provided to End User under the End User License Agreement;
- b. Provide setup instruction and remote support as needed to install, configure, and test the Software;
- c. Provide consultation to End User on any hardware requirements and any required settings in the hardware to run the Software;
- d. Provide support necessary to ensure a functioning interface between End User’s equipment and Software;
- e. Provide remote support to End User, when requested, to help End User set up new users of the Software;
- f. Perform remote tests to determine the cause of a failure or whether a problem is due to the Software, a workstation or server component, or a network component;
- g. Use commercially reasonable efforts to provide work-around solutions or patches for reported problems with Software; and
- h. Perform remote diagnostics to work on reported problems.

All Technical Support Services shall be provided remotely. Technical Support Services shall only be provided by CSMC to an End User who has paid the applicable Support Fees in

accordance with Section 6 hereof and whose SLA Term is in full force and effect (i.e., has not expired and/or has been renewed in accordance with Section 7 hereof).

2. Requesting Support. End User may request Technical Support Services from CSMC (“End User Request”) between the hours of 8:00 am and 5:00 pm Pacific time, Monday through Friday, excluding federal holidays. An End User Request may be made telephonically by calling CSMC at: (844) 276-2246 or by emailing CSMC at: support@csaim.com. Emails received outside of standard support hours shall be treated as received the following business day. End User shall provide the following information to CSMC in connection with any End User Request:

- a. End User name
- b. Authorized contact name and title
- c. Contact phone number
- d. Contact email address
- e. Product name, version number, and features purchased
- f. Camera and operating system used to acquire the data
- g. Short description of the problem
- h. Full text and code number of any error messages
- i. When did the problem first occur?
- j. Did this function or feature work previously?
- k. Did any events or changes occur during the timeframe in which the problem first occurred?
- l. Is the problem recurring?
- m. What resolutions or troubleshooting steps have been tried and what were the results?

3. Response to End User Requests. The following procedure will be used to respond to End User Requests. The response times and frequency of these activities will be dependent on the severity of the End User Request as well as the order in which End User Requests are received.

- a. Acknowledge. CSMC will acknowledge End User Request and log the request in CSMC’s support services system.
- b. Level of Effort. CSMC will use commercially reasonable efforts to address the End User Request.

- c. Status. CSMC will provide the End User with status updates regarding the End User Request. Status will be provided either telephonically or by email, depending upon the contact information supplied to CSMC and the need for further information from End User.
- d. Circumvention. CSMC's first priority is to assist End User with getting the Software operational. This may be accomplished through a correction, adjustment, temporary solution, reasonable work around, or patch if possible ("Circumvention").
- e. Resolution. Issue "Resolution" means CSMC has provided End User with a help sheet, remote training session, or Update that contains a fix or written instructions that enable End User to correct the issue. End User acknowledges and agrees that help sheets, remote instructions or updates for third party Software must come from the applicable third party and that CSMC does not control the timing thereof. If a Resolution to an End User Request cannot be accomplished in a timely manner and a temporary solution has been provided by CSMC, CSMC will then provide a long-term action plan describing its approach to resolving End User Request.
- f. Response Times. CSMC will use the following non-guaranteed guidelines to address End User Requests: (A) acknowledge – within twenty-four (24) hours of CSMC's receipt of the End User Request; and (B) provide status update – within seventy-two (72) hours of CSMC's receipt of the End User Request.

4. End User Obligations. In order for CSMC to provide Technical Support Services hereunder, End User will be responsible for the following:

- a. Providing CSMC reasonable access to the Software to perform Technical Support Services;
- b. Committing expert resources in a timely manner to assist CSMC while providing Technical Support Services hereunder;
- c. Installation, testing, and deployment of Updates in End User's system environment;
- d. Verification that the End User Request has been resolved through verbal or written communication;
- e. Charges incurred for communication facilities at the End User's facilities, whether incurred by the End User or by CSMC representatives while performing Technical Support Services;

- f. Regular administration and maintenance of the Software by a system administrator trained in the operating system, database administration, and third party tools and applications purchased by End User;
 - g. Keeping adequate backup copies of data, databases, and application programs; End User is solely responsible for any and all restoration and reconstruction of lost or altered files, data and programs; and
 - h. Maintain up-to-date support contracts for all third party applications and hardware related to the Software.
5. Exclusions. The Technical Support Services specifically exclude the following:
- a. support for a version of the Software other than the current or immediately prior version;
 - b. efforts to restore a release of the Software beyond the current or immediately prior version;
 - c. efforts to restore End User's data;
 - d. support for third party products;
 - e. the provision of on-site support services;
 - f. the provision of support services where hardware, tools or software other than those supplied or approved by CSMC have been incorporated with the Software;
 - g. the provision of support services for hardware damaged by or hardware failures caused by End User;
 - h. the import or export of End User data;
 - i. the creation or modification of custom business rules or reports;
 - j. the support of custom modifications to databases, active server pages, or other code, components or programs;
 - k. the provision of support services for problems that cannot be reproduced in running the Software in a configuration set forth in CSMC's specifications; and
 - l. the provision of support services to End User's customers, agents or vendors.

6. Support Fees. End User agrees to pay the applicable support services fees for the Technical Support Services, which shall be set forth in an invoice issued by CSMC to End User ("Support Fees"). All Support Fees shall be nonrefundable (other than as expressly set forth in

Section 8(a)) and payable by End User within thirty (30) days of End User's receipt of CSMC's invoice. All Support Fees are payable in United States Dollars only. CSMC may update the fees from time to time in its sole discretion. All fees are exclusive of, and End User is responsible for, applicable federal, state, or local sales, use, excise or other applicable taxes. End User shall pay or reimburse CSMC for any such taxes and CSMC may add any such taxes to its fees.

7. Term. The Technical Support Services shall be for the initial term set forth in the End User's invoice ("SLA Term") and shall begin upon the delivery date of the Software. If no term is specified on the invoice, the SLA Term shall be one (1) year. Thereafter, the SLA Term may be renewed, at CSMC's then-current rates, for additional renewal periods upon the mutual written agreement of the Parties. In the event that the SLA Term expires, then in order to reinstate the End User's Technical Support Services, End User must pay CSMC an amount equal to the Support Fees payable to cover the period of time since expiration, at CSMC's then-current rates, as well as CSMC's customary additional fee for lapsed support services.

8. Termination.

- a. Termination without Cause. CSMC reserves the unconditional right to terminate these Support Terms at any time without cause. The exercise of such right of termination shall be in CSMC's sole and absolute discretion. CSMC will provide written notice of such termination using the contact information provided by End User, and End User agrees to maintain such contact information and accept delivery of notices thereto (including notices by email which shall be deemed sufficient for providing notices to End User pursuant to this Agreement). In the event that CSMC terminates these Support Terms without cause, then within sixty (60) days of receiving a written request therefor from End User (which written request must be received by CSMC no later than sixty (60) days after the effective date of termination), CSMC shall provide End User with a pro rata refund of the Support Fees paid by End User.
- b. Termination for Cause. CSMC shall have the right to immediately terminate these Support Terms upon written notice to End User if End User fails to comply with any term or condition of these Support Terms, in which case End User shall not be entitled to any refund of the Support Fees paid by End User for the Support Services.

9. Warranty. CSMC WARRANTS THAT THE TECHNICAL SUPPORT SERVICES WILL BE PERFORMED IN A PROFESSIONAL AND WORKMANLIKE MANNER. FOR ANY BREACH OF THIS WARRANTY, END USER'S SOLE AND EXCLUSIVE REMEDY, AND CSMC'S ENTIRE LIABILITY SHALL BE THE ONE-TIME RE-PERFORMANCE OF THE NON-CONFORMING TECHNICAL SUPPORT SERVICES. CSMC SHALL ONLY HAVE LIABILITY FOR SUCH BREACHES OF WARRANTY IF END USER PROVIDES WRITTEN NOTICE OF THE BREACH TO CSMC WITHIN THIRTY (30) DAYS OF THE PERFORMANCE OF THE APPLICABLE TECHNICAL SUPPORT SERVICES. THIS WARRANTY IS END USER'S EXCLUSIVE WARRANTY AND REPLACES ALL OTHER

WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, CONFORMITY TO ANY REPRESENTATION, SKILL AND CARE. CSMC DOES NOT WARRANT OR GUARANTEE THAT THE TECHNICAL SUPPORT SERVICES WILL BE FREE FROM ERRORS OR DEFECTS OR THAT THE TECHNICAL SUPPORT SERVICES WILL PROTECT AGAINST ALL POSSIBLE THREATS.

10. LIMITATION ON DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CSMC BE LIABLE FOR ANY LOSS OF OR DAMAGE TO REVENUES, PROFITS OR GOODWILL OR OTHER SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND RESULTING FROM CSMC'S PERFORMANCE OR FAILURE TO PERFORM ANY OBLIGATIONS UNDER THIS AGREEMENT, OR RESULTING FROM THE FURNISHING, PERFORMANCE, USE OR LOSS OF USE OF ANY PART OF THE TECHNICAL SUPPORT SERVICES, THE SOFTWARE OR ANY OF YOUR DATA, INFORMATION OR OTHER PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY INTERRUPTION OF YOUR BUSINESS, WHETHER RESULTING FROM BREACH OF CONTRACT OR BREACH OF WARRANTY, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. CSMC'S TOTAL LIABILITY TO YOU FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER SHALL BE LIMITED TO THE GREATER OF \$500 OR THE AMOUNT PAID BY YOU DURING THE PRIOR ONE (1) YEAR FOR THE TECHNICAL SUPPORT SERVICES. THE FOREGOING LIMITATIONS ON LIABILITY SHALL APPLY TO THE DISCLAIMERS SET FORTH ABOVE AND ALL OTHER ASPECTS OF THIS AGREEMENT.

11. Indemnification. End User shall indemnify, defend and hold harmless the CSMC Parties from and against any and all claims, demands, lawsuits, actions, proceedings, liabilities, losses, damages, fees, costs and expenses (including, without limitation, attorneys' fees, allocated costs of internal counsel, and costs of investigation and experts (whether or not suit is filed)), arising out of or related to End User's breach of these Support Terms. This indemnity will survive any termination or expiration of these Support Terms.

12. Assignment. End User's rights and obligations under these Support Terms shall not be assignable without the prior written consent of CSMC (which consent may be granted or withheld by CSMC in its sole and absolute discretion) except in the event of a merger, consolidation or sale of substantially all of End User's assets. The rights and obligations of CSMC hereunder shall be assignable without End User's prior written consent, upon written notice to End User.

13. Governing Law; Dispute Resolution; Attorneys' Fees.

a. Governing Law. These Support Terms and the legal relations between the parties shall be governed by and construed in accordance with the laws of the

State of California, without regard to conflicts of laws principles, except where such are governed exclusively by federal law. End User acknowledges and agrees that the 1980 U.N. Convention on Contracts for the International Sale of Goods will not apply to these Support Terms.

- b. Dispute Resolution. The parties agree that Los Angeles County, California shall be the exclusive venue for any legal proceeding arising out of or relating to these Support Terms. Each party hereby waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this Section, and stipulates that the state and federal courts located in Los Angeles, California shall have *in personam* jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to these Support Terms. Each party hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it as contemplated by this Section by registered or certified mail, return receipt requested, postage prepaid, to its address for the giving of notices as set forth in these Support Terms.
- c. Attorneys' Fees. In any action between the parties seeking enforcement of any of the provisions of these Support Terms, the prevailing party in such action shall be awarded, in addition to damages, injunctive or other relief, its reasonable costs and expenses, not limited to taxable costs, and reasonable attorneys' fees.

14. Amendment. CSMC shall have the right to amend these Support Terms at any time and at its sole discretion upon written notice to End User.

15. General.

- a. Relationship of Parties. Each party shall conduct all business in its own name as an independent contractor. No joint venture, partnership, employment, agency or similar arrangement is created between the parties. Neither party has the right or power to act for or on behalf of the other or to bind the other in any respect, to pledge its credit, to accept any service of process upon it, or to receive any notices of any nature whatsoever on its behalf.
- b. Severability. If any provision of these Support Terms is determined to be illegal, invalid or otherwise unenforceable by a court of competent jurisdiction then, to that extent and within the jurisdiction in which it is illegal, invalid or unenforceable, it shall be limited, construed or severed and deleted from these Support Terms, and the remaining extent and/or remaining portions hereof shall survive, remain in full force and effect and continue to be binding and shall not be affected except insofar as may be necessary to make sense hereof, and shall be interpreted to give effect to the intention of the parties insofar as that is possible.

- c. Entire Agreement. These Support Terms (including all exhibits attached hereto which are herein incorporated by this reference) contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous negotiations, agreements, arrangements and understandings with respect to the subject matter hereof. End User agrees that any varying or additional terms contained in any purchase order or other written notification or document issued by End User in relation to the Support Services shall be of no effect.
- d. Successors and Assigns. These Support Terms shall be binding upon and shall inure to the benefit of the parties and their respective legal representatives, successors and permitted assigns.
- e. No waiver. A waiver of any breach of these Support Terms shall not create a waiver of the term or of any subsequent breach.