

## Service Terms for Mammoth Service Plan

1. **Acceptance and Payment.** The Mammoth Service Plan listed in the Placement Agreement referencing these terms is effective upon payment by the Customer of the Mammoth Service Plan fee set forth in the Placement Agreement and shall only remain in effect if Customer is current with payments for such Service Plan during the Term of the Placement Agreement. Payment terms are net 30 days. The Mammoth Service Plan fee set forth in the Placement Agreement must be paid in full each year during the Term of the Placement Agreement.
2. **Service Plan.** During the Term of the Placement Agreement referencing these terms, if Customer is in compliance with the terms of the Placement Agreement, including all payment obligations, Devicor will, at no additional charge, provide or have provided all parts and labor for repairing malfunction of the Mammoth® System listed as placed with the Customer in the Placement Agreement, provide use of a replacement product ("Loaner") while the equipment is repaired, and pay freight charges to and from Customer associated with shipping the Loaner and the equipment repaired. Loaners must be returned by Customer to Devicor within one week of Customer receiving the return of the repaired equipment to avoid additional charges. Replacement parts may be new or rebuilt to perform as new. For Product Support and shipping instructions please call 1-877-926-2666, Option 3 between the hours of 8:30 AM – 5:30 PM EST.
3. **Limitations.** The Mammoth Service Plan does not cover: a) preventative maintenance; b) circumstances beyond Devicor's reasonable control; c) rebuilding or reconditioning of equipment; d) misuse or abuse; e) failure to follow the manufacturer's operating instructions; e) damage from fire, water, electrical surge, or other peril originating outside the Mammoth System; f) repairs by anyone other than an authorized representative; or g) supply items, disposable products, or accessories.

THE SERVICE DESCRIBED IN THESE TERMS AND CONDITIONS ARE DEVICOR'S ONLY OBLIGATION UNDER THE MAMMOTOME SERVICE PLAN. DEVICOR SHALL NOT BE RESPONSIBLE FOR ANY DELAY IN SHIPPING, OR ANY IMPROPER USE OF THE EQUIPMENT OR LOANER (OR ITS SOFTWARE). DEVICOR SHALL NOT BE RESPONSIBLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM USE OF ANY PRODUCT, EQUIPMENT OR ANY LOANER, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR PROFIT, DOWNTIME COSTS, LOSS OF USE OF THE EQUIPMENT OR COSTS OF SUBSTITUTE EQUIPMENT, FACILITIES, OR SERVICES. ANY DISPUTE OR CLAIM BETWEEN THE PARTIES ARISING FROM OR RELATED TO THE SERVICE PLAN OR THE PLACEMENT AGREEMENT SHALL BE HEARD IN THE COURTS OF HAMILTON COUNTY, OHIO. EACH PARTY WAIVES ANY RIGHT TO JURY TRIAL, AND EACH PARTY WAIVES ANY RIGHT TO PUNITIVE, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

4. **Assignment.** The Mammoth Service Plan is not transferable by Customer without Devicor's prior written consent. Devicor may assign this Service Plan without Customer's consent.
5. **Renewal.** Subject to the cancellation provisions of Paragraphs 6 & 7, below, the Mammoth Service Plan will renew automatically each year the Placement Agreement referencing these terms is in effect (each year a "Coverage Period"). Customer will be billed the amount for the Mammoth Service Plan set forth in the Placement Agreement, annually, each year the Placement Agreement is in effect.
6. **Cancellation by Devicor.** The Mammoth Service Plan may be cancelled by Devicor on 30 days prior written notice for fraud or material misrepresentation by Customer, failure to pay the invoice amount under the terms of the Placement Agreement, or in the event of unauthorized repair or replacement of covered products or parts. Devicor will provide written notice of such cancellation, which notification shall be effective when transmitted by mail, email, or fax. In addition, Devicor may at its option choose to not renew the Mammoth Service Plan by providing Customer with written notice prior to the end of the then pending Coverage Period. The Mammoth Service Plan will automatically terminate upon termination of the Placement Agreement and/or final return of the Mammoth System to Devicor.
7. **Cancellation by Customer.** Subject to the terms of the Placement Agreement (including the termination provisions and all damage provisions of paragraph 5 of the Placement Agreement) the Mammoth Service Plan can be cancelled by Customer at any time for any reason by mailing or delivering to Devicor's Customer Service Center a written notice of cancellation prior to the end of the then pending Coverage Period. Payments for the Service Plan are not refundable. All Mammoth® System equipment placed with Customer under the Placement Agreement must be returned to Devicor upon any cancellation of the Mammoth Service Plan.
8. **Product Modifications.** Devicor reserves the right to make changes to products or equipment built and/or sold by Devicor at any time. Devicor shall have no obligation to make the same or similar changes on products or equipment previously built, sold, and/or placed with Customer, including without limitation equipment repaired under the Mammoth Service Plan.
9. **Additional or Different Terms.** To the extent Customer has submitted a purchase order ("PO") or other document with additional or different terms for the Service Plan, Devicor hereby rejects those terms and counter offers the Service Plan under the terms in this instrument. Customer's payment of the Service Plan fee will constitute an express waiver by Customer of any additional or different term that it had previously proposed.