

## NEW ACCU-SPINA® SYSTEM WARRANTY AND IDD THERAPY® LICENSE AND USE AGREEMENT

**IMPORTANT -- PLEASE READ CAREFULLY** This Conditional Limited Accu-SPINA® Model Warranty and IDD Therapy® License and Use Agreement ("this Agreement") contains Your rights and remedies under the conditional warranty. It also contains the North American Medical Corporation End-User License Agreement ("the EULA"). This Agreement provides Your remedies under both the warranty and the EULA. This Agreement is a legal agreement between You (the healthcare provider either individually or as an entity including any and all employees, agents, or any related parties whatsoever, herein referred as "You" and "Your") and North American Medical Corporation ("NAM") for utilization of the therapy and the therapy protocols identified herein, which includes certified equipment and related software and may include associated media and printed materials, as well as the Accu-SPINA® device (collectively, "the Equipment"). By accepting or otherwise using the Equipment you agree to be bound by the terms of this Agreement.

### LIMITED WARRANTY

This warranty is provided for the Accu-SPINA® machine, serial number noted herein. It is good for one calendar year from the date of original purchase installation/delivery of the new device. It may extend up to an additional four years if extended coverage was purchased (see Factory Invoice). It may not exceed a five-year period from date of delivery. It is non-transferable. It is limited to replacement of defective or faulty materials that may be discovered during the warranty period. The warranty is only valid if the Accu-SPINA® device is used for its intended purpose, using the manufacturer guidelines for the Accu-SPINA® device under normal operating conditions. The warranty does not cover misuse, abuse, failure to properly maintain the Accu-SPINA® device or normal wear maintenance items. The warranty does not cover lost fees, loss of use, or any incidental or consequential losses. Replacement parts covered under this warranty may bear shipping or customs charges not covered by this warranty.

NAM agrees to provide an action response within 72 hours, provided You have facilitated the diagnostic process for proper identification of a "repair requirement" by NAM's service department. In most cases repairs can be effectuated by remote action and it is the user's responsibility to assure online accessibility of the installed device. On-site repairs and red label emergency repairs are subject to travel expense per incident. You will be notified in advance of the travel expense and you will be given the option to select a different travel schedule, if one is available. Technician time, meals, and parts are covered under this warranty. Parts replaced under warranty shall be of like kind and quality and may be factory refurbished. NAM warrants its proprietary device software under this limited warranty; however, computer hardware is warranted by the computer manufacturer for a standard 3-year period under their terms and conditions.

As a condition to the use of the warranty, you must cooperate with the factory technicians on the preliminary telephone evaluation for proper identification of the problem. Under normal conditions, repairs can be effectuated quickly, without significant down time and without requiring a technician on-site. You must provide high speed internet access, to the device, for use of device's remote diagnostic capabilities. Without such, repair times and efficiencies may be compromised, through no fault of NAM. Your failure to provide appropriate internet access for diagnostic evaluation may render the warranty void and any repairs will be at Your expense at NAM's then-standard repair rates.

The warranty excludes any and all service claims except for the repair or replacement of defective parts and materials during the term of the warranty. **In addition, the following is specifically excluded from the warranty:**

- Printer -- NAM provides one complimentary printer. The printer is a disposable, independent component to the system. **NOTE:** Contact NAM for a list of compatible printers/drivers before changing printers. The use of any printer not authorized by NAM may jeopardize the software structure, cause loss of data or render your machine inoperable. Such issues are excluded from the warranty.
- Do not download or install any applications/programs onto your Accu-SPINA® computer. Do not click "Yes" to any Microsoft updates which may pop up. Do not allow the Accu-SPINA® computer to be used for online searches. **NOTE:** any of these actions could expose your system to viruses, hackers, or malware, possibly rendering your machine inoperable. Such issues are specifically excluded from the warranty.
- **Travel expenses are excluded in this warranty.**
- Failure of any supplied product caused by accident, fire, floods, act of war, acts of God, electric grid fluctuations, mischief, misuse or tampering.
- Improper installation, application or relocation of the equipment by untrained or unauthorized persons or non-medical personnel voids this warranty.
- Any unauthorized parts, products, or accessories supplied, installed, or attached by non-authorized factory persons voids warranty
- Any repairs necessitated by accessing of patient files, or changing system settings in any manner other than through the Accu-SPINA® application system normal user interface.
- Any repairs necessitated by tampering with or otherwise altering, duplicating, misusing or mistreating the equipment, application system or software.

## PRODUCT LICENSE

The IDD Therapy® protocols are protected by United States copyright and trademark laws, and international property laws and treaties. The IDD Therapy® protocols are licensed, not sold, and are for use with only designated IDD Therapy® capable systems.

1. **GRANT OF LICENSE.** This EULA grants You the following rights:
  - Application of protocols. You may utilize the IDD Therapy® protocols as tendered in the IDD Therapy® Protocols Manual.
  - Application of Modified Protocols. You may utilize any portion of the IDD Therapy® protocol(s) and or amend with Your own clinical preferences without constituting a breach of this Agreement. Any such modification by You may alter, decrease or otherwise minimize the overall treatment effectiveness. Such actions, while not recommended, are exclusively at Your discretion.
  - Advertisement of Protocols/Therapy. You may advertise the availability of IDD Therapy® at Your facility so long as (a) Your facility houses only IDD Therapy® licensed equipment and (b) Your use of Marks strictly conform to the Trademark guidelines, the terms of which are incorporated herein by reference.
  
2. **DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS**
  - This IDD Therapy® license is not transferable. If the device covered by this Agreement is sold to another healthcare provider, a complete recertification will be required prior to operating the device.
  - Limitation to Train. You are not licensed or authorized to train, teach, or in any way instruct other medical or non-medical professionals on the use, application, or techniques of IDD Therapy®. Exception is made for the in-house training or instruction of Your employees or new personnel to work at the licensed facility. It is agreed that any such training shall be for no fee and that the training shall comply with all requirements of the protocols.

### LIMITATION OF LIABILITY AND INDEMNIFICATION

NAM EXPRESSLY DISCLAIMS ANY WARRANTY OR CONDITION FOR THE PROTOCOL PRODUCT OR ACCU-SPINA® DEVICE (EXCEPT THAT WARRANTY EXPRESSLY PROVIDED HEREIN). THE PROTOCOL PRODUCT, ANY RELATED DOCUMENTATION AND ACCU-SPINA® DEVICE ARE PROVIDED 'AS IS' WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE PROTOCOL PRODUCT AND ACCU-SPINA® DEVICE REMAINS WITH YOU.

NAM'S LIABILITY FOR DIRECT DAMAGES ARISING OUT OF THE USE OF THE PROTOCOL PRODUCT, ANY RELATED DOCUMENTATION AND ACCU-SPINA® DEVICE SHALL BE LIMITED TO AN AMOUNT EQUAL TO THREE MONTHS OF LEASE PAYMENTS IF THE SYSTEM IS LEASED, OR WHAT WOULD AMOUNT TO THREE MONTHS OF LEASE PAYMENTS ON A STANDARD LEASE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NAM OR ITS SUPPLIERS AND AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INTERRUPTION OF BUSINESS, LOSS OF BUSINESS, AND LOSS OF USE OF DATA, PATIENT INFORMATION OR ANY LOSS WHATSOEVER ARISING OUT OF THE USE OR INABILITY TO USE THE PROTOCOL PRODUCT OR DEVICE OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES EVEN IF NAM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

### **NAM WILL NOT BE LIABLE FOR ANY CLAIMS BASED UPON THIRD PARTY CLAIMS.**

To the fullest extent permitted by law You agree to protect, indemnify, defend, and hold harmless NAM, its directors, officers, agents and employees from and against any and all liability, expense, loss or damage of any kind or nature and from any suits, claims or demands, including reasonable attorneys' fees and costs, on account of any matter or thing or action, whether in suit or not, arising out of the use of the protocol product, any related documentation and Accu-SPINA® device, or anything in connection herewith or therewith, unless such suit, claim or demand is caused solely by the gross negligence or willful misconduct of NAM, its directors, officers, agents and employees.

Health Care Provider (HCP): \_\_\_\_\_ Delivery Date: \_\_\_\_\_

Auth. Rep/Doctor (Print): \_\_\_\_\_ Witness Name (Print): \_\_\_\_\_

Auth. Signature: \_\_\_\_\_ Witness Signature: \_\_\_\_\_

Machine Serial No.: \_\_\_\_\_