

Barrett Technology, LLC

SERVICE TERMS

This Service Terms ("ST") is attached to and incorporated by reference into the Agreement signed by Customer and Barrett as indicated in the Agreement and is subject to all terms and conditions set forth therein.

This ST sets forth the maintenance support and service levels ("**Support Service**") provided by Barrett to Customer for: (i) Software (whether provided through online access via the Internet, by download to a remote on-premises or mobile environment, or delivered in physical form via electronic media), (ii) Activities, (iii) Analytics, and/or (iv) Covered Equipment. Unless otherwise indicated herein, this ST may be modified and/or updated by Barrett at its sole discretion from time to time upon thirty (30) days written notice to Customer or thirty (30) days after posting the updated ST to its website on its applicable terms/conditions page.

Capitalized terms used and not defined herein shall have the meanings given them in the Agreement. The defined warranties for Covered Equipment consisting of Barrett Equipment and/or Third Party Equipment are also outlined herein.

To the extent required to meet its obligations under this ST, Customer agrees to allow entry and provide Barrett, or its authorized representatives, agents, or contractors, sufficient and safe access to a Customer Site, or Customer designated Site, to permit Barrett to fulfill its obligations under the Agreement and this ST.

Disclaimer of Actions Caused by and/or Under the Control of Third Parties.

EXCEPT AS EXPRESSLY SET FORTH IN THIS EXHIBIT A (SERVICE TERMS) AND THE AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, BARRETT MAKES NO OTHER REPRESENTATIONS OR WARRANTIES EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, TITLE, NON-INFRINGEMENT, THE QUALITY OR CONDITION OF THE PRODUCTS OR SERVICES OF ANY THIRD PARTY, THEIR MERCHANTABILITY, OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE OR USE.

1.0 DEFINITIONS

"Activities Maintenance Service" is a form of Software Maintenance Service specific to an Activity offering purchased by Customer for which such Customer has purchased such Service. For the purposes of the Agreement and this ST, the Activities Maintenance Service will mirror and follow the same provisions of the Software Maintenance Service as applicable to the Covered Activities.

"Analytics Maintenance Service" is a form of Software Maintenance Service specific to an Analytics offering purchased by Customer for which such Customer has purchased such Service. For the purposes of the Agreement and this ST, the Analytics Maintenance Service will mirror and follow the same provisions of the Software Maintenance Service as applicable to the Covered Activities.

"Clinical Therapy Package" refers to a defined bundle or combination of Activities and/or Analytics packaged for sale to Customer.

"Clinical Therapy Package Maintenance Service" refers a defined bundle or Activities Maintenance Service and/or Analytics Maintenance Service packaged for sale to a Customer.

"Covered Activities" means Activities covered under and active in-effect subscription of Activities Maintenance Service.

"Covered Analytics" means Analytics covered under and active in-effect subscription of Analytics Maintenance Service.

"Covered Equipment" means any equipment purchased by Customer from Barrett under this Agreement which may include Barrett Equipment and/or Third-Party Equipment. This includes equipment purchased directly and equipment where the purchase is financed by a rental lease or other financing arrangement via a third party as agreed to by Barrett, in all cases, to the extent covered under an active in-effect subscription of Equipment Maintenance Service.

"Covered Service", as applicable, means individually or some combination of one or more the following: Covered Equipment, Covered Software, Covered Activities, and Covered Analytics.

"Covered Software" means Software covered under and active in-effect subscription of Software Maintenance Service.

"Customer Support" refers to any support provided by Barrett to a Customer under a Service.

"Enhancement(s)" means a revision of the Software released by Barrett that adds new and/or different functions to or increases the capacity or functionality of the Software. "Enhancement(s)" does not include the release of a new product or added features or functionality for which there may be a separate charge or subscription fee or that Barrett, at its sole discretion, prices on an independent separate basis.

"Equipment Maintenance" means Equipment Maintenance and Support as described herein.

"Hotfix(es)" means an Update that is time sensitive.

"Incident" refers to any malfunction, inconsistency, or question, which is reported to Barrett's Support Center.

"Information Library" refers to data or information owned, controlled, compiled, or licensed by Barrett.

"Information Service(s)" refers to a Service that provides support and a subscription for Information Update Releases for an applicable Information Library.

"Information Update Release" refers to a release by Barrett of corrected, updated, enhanced, or expanded data set(s) for a given Information Library.

"Maintenance Period" means the period of coverage for Equipment Maintenance or any other subscribed maintenance service purchased by the Customer from Barrett. While Barrett's standard Maintenance Period is twelve (12) months, the actual applicable period of time is the defined Maintenance Period indicated on the Order. If no Maintenance Period is indicated on the applicable Order, then the Maintenance Period is twelve (12) months starting from the earlier of thirty (30) days after Delivery, or the date of Activation of such Covered Equipment and/or subscribed Service.

"Major Release" is a generally available Software Release that provides one or more Enhancements, discontinues support for obsolete functionality, or contains significant changes to the Software and is designated as major by Barrett; such a release may also include Hotfixes and/or general Updates. A Major Release is denoted by a change in the digit to the left of the first decimal in the "x" position of the Version Identifier x.y.z as indicated herein (e.g., 3.0.0 to 4.0.0).

"Minor Release" is a generally available Software Release that provides one or more Enhancements or contains minor changes to the Software and is designated as minor by Barrett; such a release may also include Hotfixes and/or Updates. A Minor Release is denoted by a change in the digit to the right of the first decimal in the "y" position of the Version Identifier x.y.z as indicated herein (e.g., 3.0.0 to 3.1.0).

"On-Premises" when used with the term Software means Software deployed physically at a Customer designated location. Note, Barrett's Software is predominately deployed as part of, or loaded onto, Barrett Equipment.

"Patch" or **"Patch Release"** is a generally available Software Release that provides error corrections or other software fix(es) which may be a Hotfix, Service Pack, or an Update. A Patch release is denoted by a change in the digit to the right of the second decimal in the "z" position of the Version Identifier x.y.z as indicated herein (e.g., 3.0.0 to 3.0.1).

"Preventive Maintenance" refers to the performance of maintenance on a scheduled basis intended to facilitate uninterrupted operation of Covered Equipment. Preventive Maintenance may also include performing similar preventive services for Software during such Maintenance Service.

"Professional Service" or **"Field Service"** refers to consulting, training, or field maintenance services provided by Barrett personnel for Customer at mutually agreed fees rates.

"Resolution" means the closure of an Incident as defined herein.

"Response" refers to the contact with the Customer in acknowledgement of an Incident. A Response can take the form of a phone call, in-person conversation, email, or other form of reasonable communication.

"Service Pack" means an update that generally contains a number of software changes and is not time sensitive.

"Software Maintenance Service" or **"Software Maintenance"** refers to Barrett's Software Maintenance and Support Service as described herein.

"Software Release" means any release of Software as part of a subscribed Service. Software Releases are denoted by a Version Identifier where "x" is a Major Release, "y" is a Minor Release, and "z" is a Patch Release (e.g. 3.0.0).

"Support Center" refers to Barrett's Customer Support & Solution Center.

"Update(s)" means any change to the software or program which may include but is not limited to a revision, correction, bug fix, addition, Hotfix, Enhancement or Service Pack.

“Version Identifier” is the “x.y.z” numeric used to identify a specific version Software.

2.0 STANDARD SUPPORT

Barrett provides the following as “Standard Support” for all Covered Services, as applicable on an Order:

2.1 Standard Support Coverage:

Barrett provides a “Barrett Support Center” to answer and respond to Customer Incidents. Should a Customer experience an issue where there is a reasonable presumption that the problem is with a Covered Service, the Customer has three outlets for reporting the issue to the Barrett Support Center directly by: (a) telephone or (b) email. Barrett will record all qualifying Incidents, its Response, and subsequent Resolutions into its support system in order to facilitate tracking and to maintain a comprehensive repository of support information for future access.

2.1.1 Standard Support Coverage Hours. Standard Support is provided on a 9x5 basis, Monday through Friday, 10:00 a.m. to 7:00 p.m. Eastern Standard/Daylight Time, excluding United States Federal holidays (the “Standard Support Coverage Hours”).

Telephone: English-speaking analysts shall be available by telephone during the Coverage Hours. To contact the Customer Support Center by phone, call Barrett’s **Support Line 617-577-0505 (Domestic)**. If for any reason Customer does not immediately connect with a Customer Support technician, Customer may leave a voice message with the Customer Support Center general mailbox to which Barrett will respond based on its initial assessment of the Incident Priority Level based on the information provided by Customer, as indicated below.

Email: English-speaking analysts shall also be available by email during the same period as telephone support for each of the Service Options. To contact the Customer Support Center by email, send correspondence to **burtssupport@barrett.com**

2.1.2 Field Service Support. For Covered Equipment, pursuant to the terms of this ST, for Priority 1 and Priority 2 Incidents, as necessary and, at the sole discretion of Barrett in consultation with Customer, Barrett may dispatch a Field Service technician to Customer’s site to address and attempt to resolve an Incident. For Priority 3 and Priority 4 Incidents, Barrett in consultation with Customer may direct a Field Service technician to visit the Customer Site at a mutually convenient time or explicitly as agreed between the Parties consistent with the Priority Level.

Except as otherwise provided for herein, in the event a Field Service technician is dispatched to a Customer Site, Customer is responsible for all associated travel and expenses for services outside of and/or beyond those for Covered Support described and provided for herein; such “Uncovered Costs” shall be invoiced to Customer by Barrett monthly as incurred and are payable per the terms of the Agreement.

2.1.3 Preventive Maintenance. As applicable to the Maintenance Service engaged, Barrett makes available to Customers and recommends two (2) Preventive Maintenance Services: (i) an Annual Preventive Maintenance Service and (ii) the Four-Year Factory Service. To be eligible for any Preventive Maintenance Services Customer must remain up to date and current on the applicable Maintenance Service.

The “**Annual Preventive Maintenance Service**” provides for a visit to the Customer’s site, such visit to be scheduled at the mutual convenience of Customer and Barrett. During such an Annual Preventive Maintenance visit for a given piece of equipment, Barrett reserves the right to perform Preventive Maintenance for all Covered Equipment located at the same site and/or area. For a scheduled Annual Preventive Maintenance visit, Barrett will absorb and pay the costs associated with travel to Customer’s site for: (i) the roundtrip travel costs to Customer’s site in the conterminous United States and (ii) up to two (2) days of local hotel, ground transportation, and meals while on site. For Customers outside of the conterminous United States, Customer shall bear the cost for air travel when such cost exceeds the cost of a roundtrip air ticket from Boston, MA to San Francisco, CA. For the absence of doubt the Parties acknowledge and agree that Barrett’s financial exposure for such Annual Preventive Maintenance Service travel costs shall be limited to US\$2,500 (“**Travel Costs Limit**”) and Customer will be responsible for costs that exceed that amount (“**Excess Travel Costs**”) as mutually agreed prior to the visit; should Customer not agree to paying such Excess Travel Costs, Barrett has the right, at its sole discretion, to suspend or cancel the provision of Annual Preventive Maintenance Service for such qualifying Covered Equipment for that year without recourse by Customer. The following is included in the Annual Preventive Maintenance Service:

- (a) lubricate and adjust transmission components,
- (b) adjust covers/components as required,
- (c) install Software Updates, as applicable,
- (d) perform full system calibration,
- (e) conduct operational quality test of all Equipment and Software serviced.

Barrett recommends the following additional Preventive Maintenance, our **"Four-Year Factory Service"**, a Covered Service for Customers under Barrett's Equipment Maintenance Service. Every four (4) years, forty-eight (48) months from the start of Equipment Maintenance Service, the following should be performed at Barrett's factory, or other Barrett designated Service facility:

- (a) perform all items covered under the annual Preventive Maintenance outlined above,
- (b) replace all transmission cables and other relevant components subject to wear,
- (c) perform quality inspection of full system for any problems that could reduce functionality,
- (d) repair any problems found during quality inspection,
- (e) perform electrical grounding/continuity safety test.

Under the Four-Year Factory Service, Customer is responsible for roundtrip shipment and insurance of Equipment to Barrett's designated Service facility. Barrett will perform re-installation, set-up and testing at customer's site and will cover travel costs for its Field Service technician as described under the Annual Preventive Maintenance Service above.

2.2 Incident Resolution:

There are five possible Outcomes (listed herein), or combination of Outcomes, which constitute Resolution of an Incident:

- (a) The problem, malfunction, or question is fixed or answered, or
- (b) the Incident is found to be the result of a bug or malfunction with Software, Information Service or Covered Equipment which will be documented for review by Barrett's Engineering Group, or
- (c) the Incident is found to be the result of a problem or problems with Customer Provided Equipment, Covered Equipment not covered by Barrett under warranty or Equipment Maintenance Service, or software employed by the Customer in its use of the Software or Service, and/or
- (d) the Incident was found to be a feature which performed as designed, but not as desired in which case the Incident will be documented for review by the Engineering Group, or
- (e) Barrett and the Customer agree to an action, workaround, or approach to address the Incident.

2.3 Incident Priority Levels and Response:

Each Incident reported to Customer Support Center will be assigned a Priority Level at Barrett's sole discretion in consultation with Customer and in accordance with the criteria set forth below. Customer acknowledges and agrees that Resolution timing is highly dependent on timely access to relevant Customer personnel, information on Equipment and Software, and an ability to access On-Premises Software directly or through the assistance of Customer personnel. Delays or the provision of incorrect or changing information will extend the time required to Resolve an Incident.

PRIORITY LEVEL 1 – MAJOR IMPACT:

DESCRIPTION	RESPONSE	RESOLUTION
The Covered Equipment and/or Covered Service (i) has completely failed (i.e., is confirmed to be inoperable, inaccessible or unresponsive) or (ii) there is an immediate risk of injury to a patient or Customer personnel with use. Customer is completely unable to perform therapeutic or other operating functions and there is no workaround or temporary resolution available.	For Incidents submitted during Standard Support Coverage Hours the Barrett Support Center will provide a Response within a period of four (4) Business Hours from the time the Incident is submitted.	The Barrett Support Center will exercise all commercially reasonable efforts to provide a Resolution to the Customer within twenty-four (24) Business Hours from the time of initial Response to the Incident. <i>If necessary, a Field Service technician can be dispatched within twenty-four (24) Business Hours of the initial Response to the Incident.</i>

PRIORITY LEVEL 2 – SIGNIFICANT IMPACT:

DESCRIPTION	RESPONSE	RESOLUTION
The Covered Equipment and/or Covered Service (i) exhibits diminished functionality where it is operational, but part of the application or its functionality is seriously affected or limited or data loss has occurred, or (ii) there is a potential safety exposure to a patient or to Customer personnel with use. Customer is unable to perform therapeutic or other operating functions consistent with Documentation or the applicable specifications.	For Incidents submitted during Standard Support Coverage Hours the Barrett Support Center will provide a Response within eight (8) Business Hours from the time the Incident is submitted.	The Barrett Support Center will exercise commercially reasonable efforts to provide a Resolution to the Customer within five (5) Business Days from the time of initial Response to the Incident. <i>If necessary, a Field Service Technician can be dispatched within five (5) Business Days of the initial Response to the Incident.</i>

PRIORITY LEVEL 3 – LIMITED IMPACT:

DESCRIPTION	RESPONSE	RESOLUTION
There is no safety impact or expectation of safety impact and the Covered Equipment and/or Covered Service is operational, but there is a reasonable complaint(s) because minor problems exist and use is somewhat impacted, or less significant features or functionality (not critical to therapeutic operations) may be unavailable. Customer is not significantly affected or is operating using a workaround. Remote troubleshooting may be performed.	For Incidents submitted during Standard Support Coverage Hours the Barrett Support Center will provide a Response within a period of two (2) Business Days from the time the Incident is submitted.	The Customer Support Center will exercise commercially reasonable efforts to provide a Resolution to the Customer within ten (10) Business Days from the time of initial Response to the Incident. <i>If necessary and appropriate, a Field Service technician can be dispatched within ten (10) Business Days of the initial Response to the Incident.</i>

PRIORITY LEVEL 4 – MINIMAL IMPACT:

DESCRIPTION	RESPONSE	RESOLUTION
There is either minimal business impact to the Customer or Customer has a question about the Covered Service or its functionality. The Software is functioning correctly or a suitable workaround has been implemented to address the issue.	For Incidents submitted during Standard Support Coverage Hours the Customer Support Center will exercise commercially reasonable efforts to provide a Response within a period of two (2) Business Days from the time the Incident is submitted.	The Customer Support Center will exercise commercially reasonable efforts to provide a Resolution to the Customer within fifteen (15) Business Days from the time of initial Response to the Incident. <i>If necessary and appropriate, a Field Service technician can be dispatched within fifteen (15) Business Days of the initial Response to the Incident.</i>

2.3.1 Escalation: In the event that an Incident increases in its impact to the Customer or that allocated resources are inadequate to provide a solution to Customer, Barrett shall escalate Incidents to an appropriate level of its organization. The purpose of such escalation shall be to obtain additional expertise or resources, and/or re-evaluate priority/impact.

2.4 Other Standard Support Provisions:

2.4.1 Supporting Software or Data: Various Barrett products may leverage supporting software or data from other vendors. If applicable, Barrett maintains support agreements with each of these vendors during normal business hours. In the event that Incident troubleshooting or resolution requires the involvement of other vendors, resolution times may be delayed.

2.4.2 Designated Contacts: While any Customer user under an active Covered Service may contact Barrett for support under this ST, Customer shall designate at least one (1) individual, and up to three (3), who will serve as its Designated Contact(s). A Designated Contact will be the only Customer representatives authorized to make decisions on Support Services issues with Barrett, as applicable, regarding Incidents covered under this ST. Designated Contacts must have completed Barrett training on the applicable Covered Equipment and/or Covered Software and the Customer's Covered Service must be valid and active at the time of the Incident or scheduled timeframe for Preventive Maintenance. Designated Contacts shall also provide reasonable access to certain data in order to facilitate replication of an Incident. This data may include, but is not limited to, a recap and documentation of the circumstances of the Incident, configuration files, database exports, screen shots, and log files, and/or access to Equipment deployed at Customer's Site. If these resources cannot be provided to the Barrett Support Center or Field Service personnel on site, Incident Resolution may be delayed until proper replication can be achieved. Customers must promptly notify Barrett of any changes in Designated Contacts and/or update their contact information: By Mail, write Barrett at the address indicated within this Agreement and address correspondence to the Barrett Support Center; by Email, write to burtssupport@barrett.com.

2.4.3 Customer Responsibilities and Cooperation: Customers who contact Barrett regarding Incidents must follow the problem determination and resolution procedures that Barrett specifies at that time. Effective problem diagnosis will depend on information gathered from Customer and Customer's involvement and cooperation in recreating the conditions that potentially created the cause of the Incident. In the case of Covered Equipment, if Barrett determines that on-site Field Service is required, a Field Service technician may be scheduled subject to requirements and provisions of this ST and the terms of the Agreement. The Parties acknowledge and agree that Resolution may be dependent on the availability and scheduling of Customer, or in the case of Services or Equipment provided to clients of Customer, and/or Customer clients that such may reasonably delay and extend Resolution time commitments as provided for herein.

2.4.4 Behind the Firewall Deployments and Deployments at Customer Sites: Customer agrees to provide Barrett with file and program information for Customer Provided Equipment or Customer provided software used which interacts with a locally deployed element of a Covered Service (e.g., make, model, and configuration of laptops or smart phones where On-Premises Software is deployed).

2.4.5 Standard Support Service vs. uncovered Professional Services: Standard Support under this ST generally refers to any questions, guidance, or advice necessary to operate or use the Covered Services provided to Customer under the Agreement.

Examples of qualifying Standard Support Services might include addressing the following:

- There is an error in the Software.
- Documentation is unclear, missing, or appears to be in error.
- "How-to" questions for functions are missing or are not clear in the user interface, Documentation or training materials.
- The operation of the Barrett Equipment or Software does not appear to conform to the Documentation.
- There are performance, use, or availability problems specifically isolated to the Software or Barrett Equipment.
- Assistance regarding Hotfixes, Updates, and any other Enhancements.

Standard Support Service **DOES NOT** include the following, which are considered to be activities that are not included by the Covered Services and would thus be charged at Barrett's then current established Professional Service Rate:

- Customer-specific configuration assistance.
- "How-to" questions for Users that have not been trained or have not read the Documentation.
- Integration, interfacing, messaging or translation assistance with other Customer applications or systems.
- Performance benchmarking.
- Issues involving integration with Third Party Software or Third Party Equipment or hardware not provided or qualified by Barrett.
- Third party Software support outside the scope of the Barrett Software.
- Assistance with supporting other Customer applications or infrastructure such as hardware or the database software or business case development.
- Network troubleshooting.

The resolution to some Incidents may require that Professional Services should be engaged. In this event the Barrett support person will notify Customer that the required resolution is outside the scope of the Standard Support Service and provide the customer with the option to engage Barrett's Professional Service team at the company's then-current rates.

3.0 SOFTWARE MAINTENANCE AND SUPPORT

Customer is provided Software Maintenance and Support for specified Software, as applicable, when such Software Maintenance has been purchased either separately or as part of a Burt[®] Platform. Software Maintenance provides Standard Support as described within this ST and maintenance and other Services as described within this Section.

3.1 Updates:

Updates shall be released on a "when and if available" basis. Barrett shall make available to Customer Hotfixes as required to expedite Resolution of critical software defects (e.g., Patch releases and/or for defects identified through Priority 1 Level Incidents). Hotfixes will typically be provided to Customers immediately when available as a Patch release.

Updates of the Software that are made generally available as part of Software Maintenance by Barrett will be released by making such Updates accessible and available to a Customer with On-Premises Software through either download from a Barrett website or through a Barrett provided tool designed to deliver Updates to Barrett customers.

For Software included in a Burt[®] Platform that is deployed at the Customer Site on Equipment, Customer will be notified of the availability, and instructions of how to download Updates from Barrett or such Updates shall be distributed through a Barrett-provided tool designed to deliver Updates to Barrett customers.

Updates do not include the release of a new Software product, Burt[®] Platform or added features or functionality for which there may be a separate charge or that Barrett prices on an independent separate basis. Barrett shall provide Customer Enhancement releases of the Software only if such releases are not separately priced and are explicitly made available to Barrett's Customers as part of this Software Maintenance Service.

3.2 Version Support:

Barrett shall only be required to accept Incidents and provide Standard Support for the current release of a Barrett Software product and any previous version of Software that was released by Barrett within the previous eighteen (18) months, unless otherwise agreed in an Order.

3.3 Software Defects:

In the case where Barrett determines that an Incident is the result of a defect in the Software, the Incident will be presented to Barrett's Engineering Group for potential revision in a future release or patch. In the event that the Incident is the result of a software defect in code provided to Barrett by another vendor, Barrett will document the problem and may enter an incident with the vendor for potential revision in a future release or patch.

4.0 INFORMATION SERVICE

When an Information Service is purchased by Customer, either separately or as part of a Burt[®] Platform, Customer will receive Standard Support for the specified Information Service and Information Update Releases, subject to the limitations as described within this Section.

4.1 Information Update Releases:

Information Update Releases shall be released on a "when and if available" basis. Barrett shall make available Information Releases as required to expedite Resolution of errors requiring correction (e.g., and/or for errors identified through Priority 1 Level Incidents). As practical, corrections to data will be provided to Customers immediately when available.

Updated, enhanced, or expanded data set(s) for a given Information Library that are made generally available as an Information Release by Barrett will be released by making such Information Releases accessible and available to a Customer who is using the applicable Information Library through either download from a Barrett website or through a Barrett provided tool designed to deliver Information Releases to Barrett customers.

Information Releases shall not include additional deployments, divisions, User IDs, or any other expanded use, of a given Information Library or Burt[®] Platform beyond those cited in the in the Agreement or on an applicable Order.

Information Releases do not include the release of a new Information Library product for which there may be a separate charge, or that Barrett prices on an independent separate basis. Barrett shall provide Customer Information Releases only if

such releases are not separately priced and are explicitly made available to Barrett's Customers as part of this Information Service.

4.2 Warranty Disclaimer

INFORMATION SERVICES AND THEIR CONTENT ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES (EXPRESS OR IMPLIED) WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, QUALITY, PERFORMANCE OR FITNESS FOR ANY PARTICULAR PURPOSE.

5.0 WARRANTY AND SUPPORT FOR CUSTOMER PURCHASED EQUIPMENT

During the Equipment Warranty Period, the Customer Purchased Equipment, inclusive of Barrett Equipment and Third Party Equipment purchased by Customer from Barrett, is considered Covered Equipment and is eligible for Standard Support and the following Services and limitations. By way of clarity, these provisions apply only to purchased equipment. Any Barrett Equipment or Third Party Equipment purchased via rental, lease or other financing arrangement shall be eligible only for the services referenced in Section 2 above and Section 6 below.

5.1 Barrett Equipment Repair and Replacement

In the event of a failure of any Barrett Equipment purchased by Customer during the Equipment Warranty Period, Barrett shall either repair the equipment at the Customer's Site or replace the affected equipment with either a new or reconditioned version of the same Barrett Equipment that has caused the Incident (or the most current version of such if the same variant is unavailable, provided its functionality is at least equivalent to the equipment being replaced).

5.2 Third Party Equipment Warranty

All parts, replacements, and all other related warranty services covered by the Third Party Equipment manufacturer under its warranty are the responsibility of such manufacturer during its warranty period. Customer's Purchase of Third Party Equipment from Barrett does not replace or alter the Third Party Equipment manufacturer's warranty. Notwithstanding any other provision of the Agreement, this ST, or an Order under no circumstances does Barrett assume, supplement, or take responsibility for rights or obligations of any Third Party Equipment manufacturer, including without limitation with respect to indemnification, product liability matters, intellectual property infringement matters related to such Third Party Equipment, and the Parties acknowledge and agree that all such rights or obligations remain solely with such Third Party Equipment manufacturers and are expressly disclaimed by Barrett.

For the convenience of Customer, for a period of ninety (90) days from the shipment of Third-Party Equipment from Barrett to Customer ("**Third Party Coverage Period**") Barrett shall act as a remote intermediary on behalf of Customer to work with Third Party Equipment manufacturers on matters concerning their warranties of such equipment purchased through Barrett. Barrett will attempt to work remotely on behalf of Customer in assisting its recovery under its warranty matters with such manufacturers.

5.3 Return Material Authorization

A Return-Material Authorization ("**RMA**") from Barrett Customer Support is required before Customer Purchased Equipment may be returned for repair or replacement under a warranty.

5.4 Replacement Parts

During the Warranty Period should a service call, conversion, upgrade, or any other similar service require the removal and replacement of a component part of Customer Purchased Equipment the part that replaces the component will assume the warranty service term and status of the removed and replaced component part.

5.5 Field Services

For matters not covered under a Service including Standard Support Service or warranty, Customer is responsible for the costs of parts at Barrett's then-current prices and the cost of labor at its then-current Field Service billing rate.

5.6 Resolution Time

For Customer Purchased Equipment requiring physical hands-on service, repair, and/or replacement, the Parties acknowledge and agree that the time for Resolution of the applicable Incident shall be modified to accommodate reasonable scheduling and Site access considerations, travel, shipping, and/or implementation time required to implement the Resolution.

5.7 Customer Purchased Equipment Warranty Exclusions

The warranties under the Agreement do not cover the following:

- (a) Failure or damage resulting from misuse (including but not limited to the use of any Barrett Equipment capacity or capability other than what is described in the applicable Documentation), accident, unsuitable physical or operating environment, or improper maintenance by Customer.
- (b) Failure or damage resulting from modifications or alternations made to Barrett Equipment without the written consent of Barrett.
- (c) Cosmetic damage that does not otherwise affect the functionality or performance of the Barrett Equipment.
- (d) Failure caused by Customer Provided Equipment installed or connected to Barrett Equipment by Customer, or at Customer's request or direction, that are inconsistent with or incompatible to the intended use and/or specifications for the Packaged Service with which the Covered Equipment is used.
- (e) Accessories, supplies, and consumables whether manufactured by Barrett or third party material provided by Barrett to Customer under the Agreement.
- (f) Customer Purchased Equipment serviced by any party other than Barrett or an authorized representative or agent of Barrett.
- (g) Failure to follow instructions and/or Documentation relating to the proper installation and/or use of Equipment.
- (h) On site power fluctuation or spikes.

Barrett also does not warrant uninterrupted or error-free operation of Customer Purchased Equipment.

Warranties for Barrett Equipment purchased under the Agreement are voided by removal or alteration of Barrett identification, legal notice, or other disclosure labels attached to such equipment or its component parts.

6.0 EQUIPMENT MAINTENANCE SERVICE

During the contracted Maintenance Period for Covered Equipment, inclusive of Barrett Equipment and Third Party Equipment purchased by Customer from Barrett, such Covered Equipment is eligible for Standard Support and the following Services and limitations:

6.1 Barrett Equipment Maintenance Plan

For Barrett Equipment, Customer's subscription to Equipment Maintenance provides the Barrett Equipment Maintenance Plan (the "Barrett Plan"). The Barrett Plan provides Customer with the warranty Services described in the Agreement and in Section 5.0, Warranty and Support for Covered Equipment, of this ST.

6.2 Third Party Equipment Maintenance Plan

For Third Party Equipment, Customer's subscription to Equipment Maintenance provides the Third Party Equipment Maintenance Plan (the "Third Party Plan"). The Third Party Plan provides Customer with the warranty Services described in the Agreement and in Section 5.0, Warranty and Support for Covered Equipment, of this ST. In addition, Section 5.1 shall be applicable to Third Party Equipment.

6.3 Reinstatement of Maintenance Service

Should Customer allow a Maintenance Service to lapse, or elect to purchase it after the initial qualifying purchase date of the Equipment or Software, Customer shall be responsible for paying for any lapsed period or period not initially engaged at Barrett's then-current rates for Maintenance Service, as applicable to the Equipment and/or Software being covered.