

MorganCARE Standard & MorganCARE Premium Plans

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<https://www.morgansci.com/legal/morgancare>.

FOR CONSUMERS IN JURISDICTIONS WHO HAVE THE BENEFIT OF CONSUMER PROTECTION LAWS OR REGULATIONS, THE BENEFITS CONFERRED BY THE ABOVE-MENTIONED PLANS ARE IN ADDITION TO ALL RIGHTS AND REMEDIES PROVIDED UNDER SUCH LAWS AND REGULATIONS. NOTHING IN THE PLANS SHALL PREJUDICE CONSUMER RIGHTS GRANTED BY APPLICABLE MANDATORY LAWS, INCLUDING CONSUMER'S RIGHT TO THE REMEDIES UNDER STATUTORY WARRANTY LAW AND TO SEEK DAMAGES IN THE EVENT OF TOTAL OR PARTIAL NON-PERFORMANCE OR INADEQUATE PERFORMANCE BY MORGAN SCIENTIFIC OF ANY OF ITS CONTRACTUAL OBLIGATIONS.

1. The Plans

This contract governs hardware services provided to you by Morgan Scientific, Inc. ("MSI") under the MorganCARE Standard and the MorganCARE Premium plans (hereinafter, the "Standard Plan" and "Premium Plan," respectively, each, a "Plan," and collectively, "the Plans,") for select hardware products distributed by MSI and Original Equipment ("OE") accessories (collectively, the "Covered Equipment"). The terms include this document, any other terms duly incorporated by reference, Product Documentation (where applicable), and the terms of the Sales Order or Invoice governing your purchase (collectively hereinafter, the "Sales Receipt"). The Sales Receipt also serves as your proof of coverage ("Plan Confirmation"). Benefits under the Plans are additional to your rights under applicable laws, MSI's Limited Product Warranty, herein incorporated by reference:

<https://www.morgansci.com/legal/limited-warranty>, and the manufacturer's hardware warranty (where applicable). In the case of conflicting terms between MSI's Limited Product Warranty and the MorganCARE Plans, the following order of precedence shall apply: 1) the MorganCARE Plans, and 2) the MSI Limited Warranty.

2. When Coverage Begins and Ends

Coverage begins when you purchase a Plan and ends on the date specified in your Plan Confirmation ("Coverage Period"). The terms of this document, the original Sales Receipt for your Plan and the Plan Confirmation are each part of your service contract. The price of the Plan is contained in the original Sales Receipt as provided by MSI. MSI has the right, but not the obligation, to accept any late payment and allow your Plan to continue from the date of late payment.

3. Plan Benefit Summary

3.1. MorganCARE Standard:

- 3.1.1. Warranty: MorganCARE Standard neither enhances nor extends the warranty for Covered Equipment and Preventive Maintenance fall under the standard terms of MSI's Limited Product Warranty only.
- 3.1.2. Benefits: One onsite Preventive Maintenance visit is included with the Standard Plan. Non-preventive hardware service and repairs are provided as needed, using a fee-for-

service payment model, at MSI's prevailing rates. The Standard Plan benefits are specified in the Plan Details and Incident Processing section of this document.

3.2. MorganCARE Premium:

- 3.2.1. Terms: MSI offers varied Coverage Periods with Premium Plans, including, but not limited to: one (1) year; three (3) years; and five (5) years. Additional Plans may be offered at MSI's discretion and so long as clearly represented in writing in Product Documentation and your Sales Receipt.
- 3.2.2. Warranty: MorganCARE Premium enhances MSI's Limited Product Warranty with added benefits during the initial warranty term. After the initial warranty term, the Premium Plan extends your enhanced warranty coverage (the "Extended Warranty"). The Extended Warranty period is fully coterminous with the Plan Coverage Period.
- 3.2.3. Benefits: One onsite Preventive Maintenance visit is included with the Standard Plan. There are various value-added benefits included with the Premium Plans, as specified in the Plan Details and Incident Processing section of this document, in addition to the inclusion of preventive maintenance, hardware service, and repairs at no additional cost.

4. Plan Details & Incident Processing

- 4.1. General Plan benefits, including service levels and response times are specified in this section. Standard Service benefits assume the Covered Equipment is no longer under its initial Limited Product Warranty period, therefore out-of-warranty.
- 4.2. Preventive Maintenance: Standard and Premium Plans include one annual onsite preventive maintenance ("PM") service for Covered Equipment, inclusive of travel and expenses.
 - 4.2.1. Standard Plan: The warranty period for PM service parts and labor for Standard Plans shall be as specified in the MSI Limited Product Warranty or Sales Receipt (where applicable).
 - 4.2.2. Premium Plan: The warranty for PM service parts and labor shall fall under the Extended Warranty as specified in this contract.
- 4.3. Hardware Service & Repairs, General: Standard and Premium Plans (hereinafter also "Standard Service" and "Premium Service") are addressed in a tiered approach to hardware service. Plan benefits and incident processing are detailed in "Table 1: Service Tiers" below.

Table 1: Service Tiers

Tier I	
Standard Plan	<p>Customers with hardware issues are routed to Tier I Product Specialists for initial assessment via phone and/or secure screenshare means.</p> <p>A support case is created with initial documentation of the issue and customer contact information.</p> <p>In consultation with Product Specialists, the end-user may be asked to conduct guided troubleshooting of physical system</p>

	components that can be adequately manipulated without the use of tools.
Premium Plan	<p>Includes benefits of the Standard Plan and any additional benefits or enhancements below.</p> <p>Faster response times. See “Table 2: Service Response Times” below.</p> <p>Customers may request that Tier II personnel handle their case from the start (i.e., skip Tier I).</p>

Tier II	
Standard Plan	<p>When necessary, the customer is routed to Tier II support personnel. At this time, the end user may be asked to conduct guided troubleshooting in consultation with Tier II personnel.</p> <p>Optionally, customers may choose to make internal biomedical or clinical engineering resources available to assist with Tier II troubleshooting.</p> <p>If a determination is made that a service part can be provided that may resolve the issue, the customer is notified verbally, with follow-up in writing, of the cost, availability, and shipping options of the needed service part or parts.</p> <p>Customer may elect to proceed with purchase and shipping of needed service part(s) at their expense.</p> <p>A PO is needed for processing. Shipping delivery commitments are based on impact code (See “Table 2: Service Response Times” below), but customer may elect to upgrade at their expense.</p>
Premium Plan	<p>Includes benefits of the Standard Plan and any additional benefits or enhancements below.</p> <p>Faster response times and shipping. See Table 2 below (“Service Response Times”).</p> <p>No PO is required for processing covered replacement parts.</p> <p>No surcharges for premium or upgraded shipping when required based on impact code (See “Table 2: Service Response Times”) resulting in less system downtime.</p>

Tier III: Mail-in Service	
Standard Plan	Direct mail-in service is available for most Covered Equipment. MSI Product Specialists will discuss mail-in options, as

	<p>appropriate for the issue and equipment in need of service. Not all equipment types and issues are eligible for this option.</p> <p>The customer will be issued an RMA. The hardware is packed and shipped by customer to MSI's repair center, at the customer's expense.</p> <p>Upon receipt, the hardware is assessed by a Product Specialist and a written estimate is provided to the customer detailing the estimated cost of repairs and projected timeline for completion.</p> <p>Upon completion of service work or repairs, the hardware is returned to the customer at the customer's expense and the repairs invoiced.</p>
Premium Plan	<p>Includes benefits of the Standard Plan and any additional benefits or enhancements below.</p> <p>No waiting for estimates or POs as they are not required.</p> <p>No shipping fees (unless you elect to upgrade your already enhanced shipping).</p> <p>Mail-in repair services are processed in a priority work order queue.</p> <p>No fees for covered repairs.</p> <p>Faster response times and shipping. See "Table 2: Service Response Times" below.</p>

Tier III: Onsite Service	
Standard Plan	<p>Once a PO is received, travel arrangements are confirmed, and the visit is scheduled.</p> <p>Onsite assessment is conducted by a Product Specialist and the work is completed.</p> <p>MSI conducts due diligence and conducts onsite visits with anticipated service parts, however, an unexpected part may be needed, in which case additional service part(s) may be shipped overnight to facilitate timely completion of service work in a single visit at customer's expense.</p> <p>Upon completion of service work or repairs, a copy of the Service Report is provided to the customer.</p> <p>The customer receives an invoice for labor, parts, and travel fees.</p>

Premium Plan	<p>Includes benefits of the Standard Plan and any additional benefits or enhancements below.</p> <p>No waiting for estimates or POs as they are not required.</p> <p>No shipping fees (unless you elect to upgrade your already enhanced shipping).</p> <p>Priority onsite scheduling.</p> <p>No fees for covered repairs.</p> <p>Faster response times and shipping. See “Table 2: Service Response Times” below.</p> <p>Non-functional Covered equipment requiring an onsite service will be returned to functional condition within three (3) business days.</p>
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5. Service Response Times

5.1. Table 2: Service Response Times

Impact Code	Impact Description	Initial Response Time		Service Part Delivery	
		Standard Plan	Premium Plan	Standard Plan	Premium Plan
1	System unavailable or severely compromised; no workaround available; highest operational impact.	Normal Business Hours: Within 60 minutes. Extended Business Hours: N/A	Normal Business Hours: Within 30 minutes. Extended Business Hours: Within two (2) hours.	2-3 Business Days	Next Business Day
2	System operating with limited capability or potential compromise; high-moderate operational impact.	Normal Business Hours: Within 90 minutes. Extended Business Hours:	Normal Business Hours: Within 45 minutes. Extended Business Hours:	2-3 Business Days	Next Business Day

		N/A	Within two (2) hours.		
3	System operating within published capability; non-critical features may be limited; moderate operational impact.	Normal Business Hours: Within four (4) hours.	Normal Business Hours: Within two (2) hours.	UPS Ground	2 Business Days
4	System operating within published capability; low operational impact.	Normal Business Hours: Within six (6) hours	Normal Business Hours: Within three (3) hours.	UPS Ground	2-3 Business Days
5	Enhancement requests; very low impact to production system or impact only to test system; little or no operational impact.	Normal Business Hours: Within ten (10) business days.	Normal Business Hours: Within five (5) business days.	UPS Ground	3 Business Days

5.2. Service Part shipping delivery commitments are measured from the first full business day after the part or parts are determined to be needed for issue resolution.

6. Other Benefits of Select Premium Plans

6.1. MorganCare Premium Plan, Three (3) Year and Five (5) Year plans including the benefits below:

- 6.1.1. Option to prepay the MSI Software Use and Support License at the current published rate for the duration of the Coverage Period of your Plan.
- 6.1.2. Access to MSI's online Learning Management System (LMS) during your Coverage Period for the specified number of users:
 - 6.1.2.1. Three (3) Year Plan: two (2) users
 - 6.1.2.2. Five (5) Year Plan: three (3) users
- 6.1.3. Additional LMS user licenses can be purchased.
- 6.1.4. Discounted rate for follow-up or refresher PFT training when scheduled as part of an onsite service visit.

7. What is not Covered

7.1. Hardware Service: The Plan does not apply to:

- 7.1.1. Installation, removal or disposal of the Covered Equipment, or the provision of equipment while the Covered Equipment is being serviced;

- 7.1.2. Damage caused by (i) a product that is not the Covered Equipment, (ii) accident, abuse, misuse, liquid contact, fire, earthquake or other external cause, (iii) operating the Covered Equipment outside the permitted or intended uses described by the manufacturer, or (iv) service (including upgrades and expansions) performed by anyone who is not a representative of MSI or an MSI Authorized Service Provider (“ASP”);
- 7.1.3. Covered Equipment with a serial number that has been altered, defaced or removed, or has been modified to alter its functionality or capability without the written permission of the manufacturer;
- 7.1.4. Covered Equipment that has been lost or stolen. The Plans only cover Covered Equipment that is returned to MSI in its entirety;
- 7.1.5. Cosmetic damage to the Covered Equipment including but not limited to scratches, dents and broken plastic on ports;
- 7.1.6. Consumable parts, unless failure has occurred due to a defect in materials and workmanship;
- 7.1.7. Defects caused by normal wear and tear or otherwise due to normal aging of the product;
- 7.1.8. The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any electronic hardware or software, or components thereof, that are used to store, process, access, transmit, or receive information within Covered Equipment as a result of any cause or loss other than covered losses specifically stated in these Plans, including any unauthorized access or unauthorized use of such system, a denial of service attack, or receipt or transmission of malicious code; or
- 7.1.9. The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any electronic data stored within Covered Equipment, including any such loss caused by unauthorized access or unauthorized use of such data, a denial of service attack, or receipt or transmission of malicious code.

8. Software

- 8.1. The Plans do not include any software support or software upgrades. MSI has separate agreements for the use and support of its Software.

9. Your Responsibilities

- 9.1. To receive service or support under the Plan, you agree to comply with the following:
 - 9.1.1. Provide a copy of your Plan’s original proof of purchase, if requested;
 - 9.1.2. Provide information about the symptoms and causes of the issues with the Covered Equipment;
 - 9.1.3. Allow MSI to complete routine preventive maintenance;
 - 9.1.4. Respond to requests for information, including but not limited to the Covered Equipment serial number, model, version of the operating system and software installed, any peripheral devices connected or installed on the Covered Equipment, any error messages displayed, actions taken before the Covered Equipment experienced the issue and steps taken to resolve the issue;
 - 9.1.5. Follow instructions MSI gives you, including but not limited to refraining from sending MSI products and accessories that are not subject to repair or replacement service and packing the Covered Equipment in accordance with shipping instructions; and

- 9.1.6. Update software to currently published releases prior to seeking service.
- 9.1.7. Any part or parts sent that are then deemed not needed, shall be returned to MSI at its discretion. Standard Plan return shipping is paid by you and Premium Plan return shipping is paid by MSI. Under all Plans, MSI retains the right to invoice you for unreturned parts.

10. Cancellation

- 10.1. Your Cancellation Rights: Regardless of your method of purchase, you may cancel the Plan at any time for any reason.
- 10.2. Cancellations with the return of your Covered Equipment:
 - 10.2.1. Regardless of your Plan type, to cancel the Plan with the return of your Covered Equipment, go to the original sales channel of your Covered Equipment purchase (whether a Reseller or MSI). If canceled within thirty (30) days, you will receive a full Plan refund or credit. MSI's other return policies shall remain in force and effect for the return of the Covered Equipment.
- 10.3. All other cancellations:
 - 10.3.1. To cancel a Plan, you may call MSI or send written notice with to Morgan Scientific, Inc., Attn: Service Contract Dept, 151 Essex St., 8th Flr, Haverhill, MA 01832, U.S or via email at morgancare@morgansci.com. You must send a copy of the Plan's original proof of purchase with your notice.
- 10.4. Unless local law provides otherwise, cancellation refunds will be provided as follows:
 - 10.4.1. If you cancel within thirty (30) days of your Plan's purchase, or receipt of the Plan, whichever occurs later, you will receive a full refund or credit, less the value of any service provided under the Plan.
 - 10.4.2. If you cancel more than thirty (30) days after your receipt of a Plan, you will receive a pro rata refund of the original purchase price. The pro rata refund or credit is based on the percentage of unexpired Plan Term from the Plan's date of purchase, less the value of any service provided to you under the Plan, less any service required to restore the Covered Equipment to its original purchase state.
- 10.5. MSI's Cancellation Rights:
 - 10.5.1. Unless applicable local law provides otherwise, MSI may cancel your Plan for fraud or material misrepresentation, or for material breach of this contract. Unless applicable local law provides otherwise, MSI may also cancel your Plan if service parts for the Covered Equipment are not available, upon thirty (30) days' prior written notice. If MSI cancels your Plan, you will receive a pro-rata refund or credit for the Plan's unexpired term, less the value of any service provided under the Plan.
- 10.6. Effect of Cancellation:
 - 10.6.1. Upon the effective date of your cancellation, MSI's future obligations to you under the Plans are fully extinguished.

11. Transfer of Plans

- 11.1. With Transfer of Covered Equipment to New Owner:
 - 11.1.1. Standard Plans. Standard Plans are non-transferrable to a new owner. When applicable, prepaid preventive maintenance fees for services not rendered shall be refunded to you, the original purchaser.

- 11.1.2. Premium Plans. Subject to the restrictions set forth herein, you may make a one-time permanent transfer of all of your rights under a Premium Plan to another party, provided that: (i) the transfer includes the original Proof of Purchase, the Plan's Confirmation and all of the Plan's packaging material, including printed materials and these Terms and Conditions; (ii) you notify MSI in writing of the transfer; and (iii) the party receiving the Plan accepts the Terms and Conditions of the Plan. When notifying MSI of the transfer of the Plan, you must provide the Plan Agreement Number, the serial number of the Covered Equipment being transferred and the name, address, telephone number and email address of the new owner.
- 11.2. With Transfer From Original Covered Equipment to New Covered Equipment:
- 11.2.1. Standard Plans. Standard Plans are non-transferrable. When applicable, prepaid preventive maintenance fees for services not rendered shall be refunded to you, the original purchaser or applied to your account as a credit.
- 11.2.2. Premium Plans. You may make a one-time, permanent transfer of the coverage under the Premium Plan to a new MSI product that is owned and purchased by you within thirty (30) days of the Covered Equipment purchase. The new product must be eligible for coverage under the Plan and at the time of transfer both products must be covered under the manufacturer's one (1) year limited warranty. MSI will issue a Plan Confirmation for the new product, which will then become the Covered Equipment. When notifying MSI of the transfer, you must provide the serial numbers and Proof of Purchase of the products being transferred by sending or faxing, where available, notice of transfer to MSI as set forth in the section immediately above.
- 11.3. With Transfer From Original Covered Equipment to Upgraded Covered Equipment:
- 11.3.1. Standard Plans. Standard Plans are non-transferrable. When applicable, prepaid preventive maintenance fees for services not rendered shall be refunded to you, the original purchaser or applied to your account as a credit.
- 11.3.2. Premium Plans. Some of MSI's Equipment can be upgraded by adding additional hardware ("Upgraded Product"). In some cases, the original Covered Equipment remains part of Upgraded Product. You may request a one-time, permanent transfer of the coverage under the Premium Plan to the Upgraded Product that is owned and purchased by you within thirty (30) days of the Upgraded Product purchase. The Upgraded Product must be eligible for coverage under the Plan and at the time of transfer both products must either be covered under the manufacturer's one (1) year limited warranty or a Premium Plan. MSI shall apply a pro rata credit from your original product, based on the percentage of the unexpired Plan term, to your Upgraded Product, and you shall pay the applicable additional fees for the Upgraded Product's Premium Plan. MSI will issue a Plan Confirmation for the Upgraded Product, which will then become the Covered Equipment. When notifying MSI in writing of the transfer, you must provide the serial numbers and Proof of Purchase of the products being transferred.

12. General

- 12.1. MSI may subcontract or assign performance of its obligations to ASPs but shall not be relieved of its obligations to you in doing so.

- 12.2. MSI may include other benefits or promotions in any Plan, at its discretion. Your Sales Receipt shall specify any other benefits for which you might be eligible under your Plan.
- 12.3. MSI is not responsible for any failures or delays in performing under the Plan that are due to events outside MSI's reasonable control.
- 12.4. You are required to allow MSI to perform routine preventative maintenance on the Covered Equipment in order remain eligible for benefits and services of the Premium Plans. Breach of this clause 12.4 shall constitute a material breach of the contract.
- 12.5. The Plans are offered and valid only if you are a resident of the fifty states of the United States of America and the District of Columbia. The Plans may not be available in all jurisdictions, including all provinces or territories of the United States and is not available where prohibited by law. MSI, at its sole discretion, may limit the offering of Plans in certain regions and/or offer the Plans in other regions.
- 12.6. In carrying out its obligations MSI may, solely for the purposes of monitoring the quality of MSI's response, record part or all of the calls between you and MSI.
- 12.7. You agree that any information or data disclosed to MSI under the Plans is not confidential or proprietary to you. Furthermore, you agree that MSI may collect and process data on your behalf when it provides service.
- 12.8. MSI has security measures, which should protect your data against unauthorized access or disclosure as well as unlawful destruction. You will be responsible for the instructions you give to MSI regarding the processing of data, and MSI will seek to comply with those instructions as reasonably necessary for the performance of the service and support obligations under the Plan. If you do not agree with the above or if you have questions regarding how your data may be impacted by being processed in this way, contact MSI at the telephone numbers provided.
- 12.9. MSI will protect your information in accordance with MSI's Privacy Policy available at URL <https://www.morgansci.com/legal/privacy>.
- 12.10. The terms of the Plan, including the original Sales Receipt of the Plan and the Plan Confirmation, prevail over any conflicting, additional, or other terms of any purchase order or other document, and constitute your and MSI's entire understanding with respect to the Plan.
- 12.11. Unless an exception is authorized by MSI, you must purchase and register the Plan while your Covered Equipment is within MSI's One Year Limited warranty. MSI is not obligated to renew the Plans. If MSI does offer a renewal, it will determine the price and terms.
- 12.12. There is no informal dispute settlement process available under the Plans.
- 12.13. Except where prohibited by law, the laws of the Commonwealth of Massachusetts govern Plans purchased in the United States. If the law of any jurisdiction where the Plans are purchased is inconsistent with these terms, the laws of that jurisdiction will control.
- 12.14. Support services under the Plans may be available in English only.
- 12.15. There is no deductible payment due in respect of a claim made under the Plans.