



D-Scope® V.6 System Workstation and Software Gold Service Plan Agreement

I. TERMS

D-Scope Systems, through its Gold Service Plan (Gold Service) (the “Support Agreement”), will provide software support, software upgrades, and maintenance services to D-Scope Systems Clients. The Gold Service Plan supplements the original manufacturer’s standard warranty of the Workstations and licensed software as defined in the D-Scope Systems Software License and Equipment Purchase, Warranty Terms and Conditions. By using or continuing to use the D-Scope products and services, you represent and warrant that you have read, understand, and agree to, enter into this Agreement by electronic means within the meaning of the Uniform Electronic Transactions Act (“UETA”) and the New York Electronic Signatures and Records Act.

Initial Service Terms

D-Scope Gold Service Plan can be configured to cover the Workstation(s), server(s) and EMR integration software. It can also include support for the Workstation and D-Scope’s server hardware, including technical support and depot parts maintenance and repair. Gold Service will be provided to the Client for the Workstation and D-Scope Software for the period specified in the D-Scope Purchase Order/Quote. In all cases of the Gold Service Plan, all Workstation components will be covered under the terms of the manufacturer’s original one-year warranty and supplemented by D-Scope maintenance and necessary parts replacement which includes full coverage of both parts and labor, for the entire Support Agreement duration. Support can be additionally renewed for both the Workstations and the D-Scope Software based on the following schedule and conditions.

Renewable Service Agreement Terms

Workstations and Software:

- Upon payment of renewal fees in connection with a Renewal Term, support provided during the Initial Term, if less than two years can be extended for a total of 5 years (including the period of the Initial Term) (the “First Renewal”).
- After a 5-year paid service term, For D-Scope Workstations, if the Client wishes further support they *must be upgraded* to the then current equipment through and optional paid *Workstation Refresh*. Upon payment of the renewal fees in connection with a Renewal Term for a Workstation Refresh and service, the Gold Service Plan may be extended for an additional (5) years (the “Second Renewal”). All newly provided and upgraded Workstation components will be covered under the same service terms as the original purchase.

Software Only:

- Upon payment of annual renewal fees, *Software Only* products may be extended beyond an initial one-year term for an additional two years (the “First Software Renewal”).
- Service renewal for *Software Only products* can be negotiated beyond the First Software Renewal 3-year term, based on the then current service offerings.

Client Responsibility Terms

Failure of the Client to perform its responsibilities under this Service Agreement as described in **Section VI** below, or the failure of the Client to make payments as required for the support set forth in this Support Agreement, shall result in the immediate termination of this Support Agreement, the Support and D-Scope Systems’ obligations hereunder.

D-Scope Systems shall use its commercially reasonable efforts to prevent any failure of the Software to function in conformance with its Specifications. These efforts shall include performing remedial services necessary to prevent problems with the Software and reviewing data provided to D-Scope Systems by the Client on the operation of the Software at the Client site. D-Scope Systems shall also use commercially reasonable efforts required to promptly correct any failure of the Software to function in conformance with its then-current Specifications. All service obligations of D-Scope Systems under this Support Agreement are conditioned upon the Client providing D-Scope Systems reasonable assistance and cooperation, including but not limited to, assistance from the Client’s technical personnel and access to their facilities and D-Scope Systems.

II. Incident Initiation Methods

D-Scope Systems shall provide client with a telephone number to which support requests can be made twenty-four (24) hours per day, seven (7) days per week, 365 days per year. In addition, during the main office hours of operations the Client can call the office directly and be provided management direction and support. Such support shall be continuous until the issue is resolved. D-Scope Systems' service hours ("Support Hours") are 8am to 6pm EST, Monday – Friday excluding holidays recognized by the United States or the State of New York, and are subject to change without notice.

The phone number(s) are as follows:

Telephone: 8am - 6pm EST Monday-Friday (914-633-5720) or Toll Free 877-223-2660

Email: support@dscopesystems.com

III. Incident Creation

D-Scope Systems will respond to a reported incident by contacting the Client representative raising the incident directly via email or telephone, within four (4) Support hours of initiation to diagnose the issue, generate a support ticket, issue a ticket tracking number, and determine initial response level required.

Incident Resolution Service Levels

Overview of the Gold Service Plan:

- Individual workstation problems (software failure only) will be resolved within two (2) business days.
- Workstation Hardware failure will require Depot parts repair. Depot repairs will be completed within seven (7) days of receiving the replacement components.
- **Level 1:**
 - Issue resolved during initial support call. If an issue cannot be resolved via phone technical support, the support ticket will be escalated to level 2.

- **Level 2:**
 - Remote access connection will be used to allow a D-Scope Systems Technical Support representative to view and control the applicable the Client workstation over the internet. If an issue cannot be resolved via remote access the support ticket will be escalated to level 3.
- **Level 3:**
 - In the event of hardware failure with respect to a Workstation or support ticket escalation to level 3, D-Scope Systems will work with the client's IT Staff to further diagnose and resolve the incident. In the event of Workstation hardware failure, the damaged components will be shipped to the Depot Repair Center in accordance with the RMA process outlined below.

IV. Issue Resolution

Upon resolution of a support incident D-Scope Systems technical support will provide a formal email confirmation to the Client describing the incident, its resolution and the date the ticket was closed.

V. New Releases

Provided the Client continues to subscribe to and pay as applicable fees pursuant to this Support Agreement and the applicable Purchase Order/Quote, then the Client is entitled to any new releases of the Software that is generally recognized as the successor, to the Software, regardless of name. This does not include any releases that enable a cloud storage solution, which shall be subject to a separate license and terms of service. D-Scope Systems shall provide the same level of support for the new release of Software as it provides for the original Software.

VI. Client Responsibilities

The Client's responsibilities under this Support Agreement which must be satisfied as a condition to D-Scope Systems providing services under this Support Agreement include, but are not limited to, the following:

- Provide contact information and availability for Doctors, Administrators and IT Staff.
- Provide the service tag number/ D-Scope serial number of the system on which the problem is being reported.
- Provide such information as is requested by D-Scope Systems' support staff to assist in the diagnostic process.
- Support fees for a Renewal Term must be paid in full at the beginning of the term extension.

VII. RMA Returns

If it is necessary to return the D-Scope System or components, D-Scope Systems will provide the Client with an RMA # and a shipping labeling and packing instructions within seven business days.

VIII. D-Scope Systems Covered Under This Support Agreement are agreed in the Clients' quote and PO.

IX. Support Period are agreed in the Clients' quote and PO.
