



STANDARD TERMS AND CONDITIONS OF SALE

PLEASE NOTE: If you are purchasing products manufactured by EchoNous, Inc. (“EchoNous”) under a GPO or IHN contract with our subsidiary, Signostics Inc. (“Signostics”), the terms of your GPO/IHN contract, and not these Standard Terms and Conditions, will govern your purchase of EchoNous products.

These are the exclusive Terms and Conditions governing the sale of products listed on the Confidential Quotation attached hereto (the “Products”) by Signostics to the customer identified on Page 1 of the attached Confidential Quotation (“Customer”). These Terms and Conditions and the Confidential Quotation attached hereto (together, the “Agreement”) set forth the entire contract between the parties and supersede all prior understandings or agreements of Signostics and Customer with regard to the purchase and sale of Products. Signostics will not be bound by, and specifically objects to, any term, condition, or other provision that is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) that Customer proffers in any purchase order, receipt, acceptance, confirmation, correspondence, or other document that Customer proffers as an acceptance of this Agreement, unless Signostics specifically agrees to such provision in a written instrument signed by Signostics.

1. Acceptance, Performance and Credit Approval.

Signostics will deliver to Customer, and Customer will accept and pay for, all Products ordered by Customer pursuant to an order that has been accepted by Signostics. All orders are subject to acceptance by Signostics either in writing or by shipping Products. Signostics may accept any order in whole or in part and Signostics’ shipment of less than all Products ordered will constitute acceptance only as to those Products shipped. Each shipment will constitute a separate sale, and Customer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Customer’s purchase order. Signostics will not be liable for any non-delivery of Products, except that Signostics will deliver the Products within a reasonable time or adjust the invoice in respect of such Products to reflect the actual quantity delivered. A condition of Signostics’ obligation to deliver the Products is its approval of Customer’s credit and payment arrangements.

2. Firm Order. Customer may cancel any Product order or modify it by reducing the quantity of Products ordered, prior to Product shipment, without additional charge. In the event of any cancellation or modification of an order within thirty (30) days after shipment of Products has occurred: (a) Signostics may

charge Customer a re-stocking fee equal to fifteen percent (15%) of the amount otherwise payable under the Agreement for the affected excess Products; and (b) Customer shall return all cancelled Products in new and unopened condition within 15 days of such cancellation or modification, at Customer’s cost. Any failure by Customer to return the cancelled Products within the time frame and in condition above set forth shall result the Customer being responsible for the full purchase price of the affected Products, and in consideration of this, the Customer shall retain (or if Signostics has received opened, used, damaged or otherwise unacceptable product, then Signostics will return, at Customer’s cost) the excess Products it has purchased from Signostics. To the extent legally permissible, Product orders may not be cancelled or modified more than thirty (30) days after Products are shipped to Customer.

3. Delivery. Signostics will use reasonable efforts to meet any delivery date specified in the orders, but will not be liable for any failure to meet such dates. Unless otherwise specified in this Agreement, Signostics will deliver the Products FOB Signostics’ manufacturing facility, or a

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third party distribution facility used by Signostics. The risk of loss, damage or casualty to the Products transfers to Customer at the time Signostics delivers the Products to a shipping agent at Signostics' manufacturing facility, or if Products are being drop-shipped from a third party distribution facility, at the time the distributing party delivers the Products to a shipping agent at the distributing party's facility. Title to the Products transfers to Customer once Signostics has received, in cleared funds, the purchase price for Products.

4. **Prices.** Unless specified otherwise in this Agreement, the purchase prices, charges, and other amounts payable by Customer for the Products will be as specified by Signostics in the Confidential Quotation attached hereto.

5. **Taxes.** The prices described in paragraph 4 do not include any sales, use, value-added, withholding or similar taxes. Customer will pay or reimburse Signostics for all taxes or other amounts payable to governmental authorities in connection with the applicable transactions (other than Signostics' net income taxes), or will provide Signostics with an exemption certificate satisfactory to Signostics.

6. **Payment.** Signostics will issue invoices for all amounts payable under this Agreement. If Signostics approves extending credit to Customer, Customer will pay the amount set forth on Signostics' invoice within thirty (30) days from the date of such invoice, or any alternative time period agreed to on the Confidential Quotation. If Customer's credit rating is not satisfactory to Signostics, Signostics may require shorter payment terms or payment in advance. Any amount not paid within the time period specified on the Confidential Quotation will be subject to a finance charge equal to 1.5% per month or the highest rate allowable by applicable law, whichever is higher, determined and compounded daily from the date due until the

date paid. Payment of such finance charges will not excuse or cure Customer's breach or default for late payment. If Customer has provided Customer's credit card or debit card for payment, Customer hereby authorizes Signostics to charge such credit card or debit card to obtain payment. Customer shall be responsible for the payment of all costs (including court costs and reasonable attorneys' fees) incurred by Signostics in connection with the collection of any amounts owed by Customer.

7. **Trade-In Equipment.** Customer agrees to return to Signostics, upon receipt of the Signostics equipment purchased under this Agreement (the "New Equipment"), any Signostics equipment listed on the Confidential Quotation as being traded in (or "uptraded") by Customer and used to reduce the price of the New Equipment (the "Trade-In Equipment"). Customer shall return the Trade-In Equipment to Signostics via insured delivery, to the address notified by Signostics, and Signostics will issue Customer with a receipt for the Trade-In Equipment. In the event Customer does not return the Trade-In Equipment by insured delivery within the 30 days following delivery of the New Equipment, Signostics may invoice Customer for the Trade-In Equipment in an amount equal to the value of the credits shown in the Confidential Quotation. Customer agrees to pay the amount of such invoice within 30 days of date of such invoice. Any amount not paid within that time period shall be subject to the finance charge specified in Section 6. Customer must provide all Trade-In Equipment to Signostics in good working condition, reasonable wear and tear excepted.

8. **Express Warranty and Disclaimer of Other Warranties.** Signostics' official warranties for the Products are contained

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in the attached Signostics Warranty Schedule, which forms an integral part of this Agreement. Signostics MAKES NO OTHER REPRESENTATION, WARRANTY OR PROMISE OF ANY KIND, WHETHER EXPRESS OR IMPLIED, REGARDING THE PRODUCTS (OR ANY SPARE OR COMPONENT PARTS, ACCESSORIES OR SERVICES SUPPLIED BY SIGNOSTICS HEREUNDER) OR ANY OTHER GOODS OR SERVICES SUPPLIED OR PROVIDED UNDER THIS AGREEMENT OR WHICH ARE IMPLIED BY LAW OR CUSTOM. WITHOUT LIMITATION, SIGNOSTICS HEREBY EXPRESSLY DISCLAIMS AND EXCLUDES ANY WARRANTY OF ACCEPTABLE QUALITY, MERCHANTABILITY, FITNESS FOR ANY OR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR ANY WARRANTY, TERMS, CONDITIONS OR GUARANTEES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE OR TRADE, CUSTOM, STATEMENTS OF SIGNOSTICS' REPRESENTATIVES, OR SAMPLES PREVIOUSLY SUPPLIED.

9. Exclusive Remedy and Release of Other Liabilities. In the event of any breach of the Signostics Warranty Schedule, Customer shall follow the procedure specified therein, and Signostics will provide the remedy specified in the Signostics Warranty Schedule. TO THE EXTENT PERMITTED BY LAW, THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY OF CUSTOMER FOR ANY BREACH OF THE Signostics WARRANTY SCHEDULE. The warranties, obligations and liabilities of Signostics and the remedies of Customer set forth in this Agreement are exclusive, and except as provided for in Section 10, CUSTOMER HEREBY WAIVES, DISCLAIMS AND RELEASES, ALL OTHER RIGHTS, CLAIMS AND REMEDIES OF CUSTOMER AGAINST Signostics express or implied, arising by law or otherwise, with respect to the Products and any other goods

or services delivered under this Agreement including, without limitation, any obligation, liability, right, claim or remedy in tort (including claims for Signostics' own negligence or strict liability) or for infringement.

10. Indemnification. Signostics will defend and indemnify Customer from and against any third party claim for bodily injury (including death) or damage to tangible property to the extent caused by a defect in the design or manufacture of the Products, provided that Customer: gives Signostics prompt written notice of the claim; allows Signostics to control the defense and settlement of the claim; assists and cooperates with Signostics in connection with the defense and settlement of the claim; complies with any court order or settlement made in connection with the claim (e.g., as to future use of any infringing Product); and does not settle the claim without Signostics' prior written consent. This Section 10 will not apply to any claim to the extent such claim arises out of or results from: (a) the failure to operate, maintain or store the Product in accordance with applicable specifications, instructions and manuals; (b) the dismantling, repair or alteration of the Product by unauthorized personnel; (c) any use of the Product in connection with any equipment or other items not furnished by Signostics; (d) any negligence or willful misconduct (such as abuse or intentional damage of the Product); (e) further use of the Product after Customer's knowledge of any defect; and (f) Products manufactured by third party suppliers which do not carry the Signostics label, even if such products are sold by Signostics.

11.Excused Performance. Signostics will not be responsible for, or be considered to be in breach of or default under this Agreement on account of, any cause or

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event beyond Signostics' reasonable control (including, but not limited to, Signostics' inability, after due and timely diligence, to procure materials, parts, equipment or services).

12. Limitations of Liability. To the maximum extent permitted by law, Signostics WILL NOT IN ANY EVENT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES OR LOSS OF REVENUE, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS, OR ANY LOSS OF DATA, ARISING OUT OF OR IN CONNECTION WITH ANY PRODUCT OR OTHER GOODS OR SERVICES FURNISHED UNDER THIS AGREEMENT. Signostics' liability (whether in contract, tort or otherwise, and notwithstanding any fault, negligence, strict liability or product liability of Signostics) with regard to any Product or other goods or services furnished under this Agreement will not exceed the lesser of (a) \$500,000 or (b) three (3) times the purchase price paid by the Customer to Signostics for the same.

13. Embedded Software and Videos. Signostics retains title to all software and computer programs (the "software") embedded in any Product. Signostics grants to Customer a limited, non-transferable license to use the software in conjunction with the relevant Product, on the condition that (a) Customer will use such software only in accordance with applicable instructions and manuals furnished by Signostics and will not copy, modify, make any derivative work based upon, publish or distribute any such software, (b) Customer will use such software only as installed in the Product, and will not transfer it to another product or device to run it, and (c) Customer will not, and will not authorize third parties to, decompile, reverse engineer, or apply any process to derive the source code or extract the object code of the software.

14. Stand-Alone Software. Signostics retains title to all software that is furnished by Signostics on a separate medium (whether electronic or physical) from a Product ("Stand-Alone Software"). Customer's use of the Stand-Alone Software is governed by separate license terms that accompany such software, and Customer agrees to be bound by such terms. Upon request, Signostics will provide applicable licensing terms in advance of Customer's order or receipt of the Stand-Alone Software. For clarification purposes, in the case of software that is being sold by Signostics as agent or representative of a third party software provider, but not furnished by it, Signostics may provide Customer with information on how to obtain applicable licensing terms set by the software owner that govern Customer's use of such third party software, and Customer agrees to be bound by such terms.

15. Intellectual Property Rights. The Products have associated with them valuable patent, copyright, trade mark, trade secret and other intellectual property rights of Signostics. Signostics reserves all such rights. No title to or ownership of any intellectual property rights related to any Product is transferred to Customer pursuant to this Agreement. Customer will not attempt to reverse engineer any Product or component thereof (including any software) or to otherwise misappropriate, circumvent or violate any of Signostics' intellectual property rights.

16. Confidential Information. Signostics may disclose to Customer certain trade secret, proprietary or confidential information ("Confidential Information"). Except as otherwise authorized by Signostics in writing, Customer will use such Confidential Information only for the purposes for which it is disclosed by Signostics, will not disclose it to any third

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party, and will take appropriate steps to protect it from any unauthorized use or disclosure; provided that, upon or promptly after disclosure by Signostics, the information is marked or otherwise identified as trade secret, proprietary or confidential or the Customer otherwise knows or has reason to know that the same is trade secret, proprietary or confidential. Customer agrees that the terms of this Agreement and the Confidential Quotation is a Confidential Information of Signostics.

17. Medicare/Medicaid Disclosure. If and to the extent any discount, credit, rebate or other purchase incentive is paid or applied by Signostics with respect to the Products purchased under this Agreement, such discount, credit, rebate or other purchase incentive shall constitute a “discount or other reduction in price,” as such terms are defined under the Medicare/Medicaid Anti-Kickback Statute, on the Products purchased by Customer under the terms of this Agreement. Signostics and Customer agree to use their best efforts to comply with any and all requirements imposed on sellers and buyers, respectively, under 42 U.S.C. § 1320a-7b(b)(3)(A) and the “safe harbor” regulations regarding discounts or other reductions in price set forth in 42 C.F.R. §1001.952(h). In this regard, Customer may have an obligation to accurately report, under any state or federal program that provides cost or charge based reimbursement for the products or services covered by this Agreement, the net cost actually paid by Customer.

18.Reimbursement Disclosure. Any reimbursement and coverage information provided by Signostics is intended to assist Customer in determining appropriate codes and the other information for reimbursement purposes. It represents the information available to Signostics as of the date it was provided. Subsequent guidance might alter the information provided. Signostics disclaims any responsibility to update the

information provided. Customer bears sole responsibility for determining and submitting appropriate codes, modifiers, and claims for the services rendered. Before filing any claims, Customer should verify current requirements and policies with the applicable payer. Signostics makes no guarantees concerning reimbursement or coverage, and Customer should not rely on any information provided by Signostics in submitting any claim for payment, without confirming that information with an authoritative source.

19. Signostics’ Use of Anonymized Aggregated Data. For purposes of improving the design, performance and quality of the products offered by Signostics, and for no other purpose, Signostics collects certain Anonymized Aggregated Data. "Anonymized Aggregated Data" means strictly the images retrieved by the Product (and any physiological and numerical measurements noted therein) which are gathered on an anonymized, aggregate basis by Signostics and which do not contain any Protected Health Information as such term is defined in 45 CFR 160.103. Schedule A attached to this Terms and Conditions sets forth Customer’s consent to the foregoing.

20.Authorized Users. The Products purchased by Customer may only be used by or on the order of a licensed practitioner authorized to prescribe or administer medical ultrasound.

21.No waiver. Any failure by Signostics to insist upon or enforce performance by Customer of any of the provisions of this Agreement or to exercise any right or remedy under this Agreement or applicable law will not be construed as a waiver or relinquishment to any extent of Signostics’ right to assert or rely upon any

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such provision, right or remedy in that or any other instance.

22.Assignment. This Agreement will inure to the benefit of and be binding upon the parties and their respective successors, assigns and legal representatives. Other than the one-time transfer of the warranty as set forth in the attached Signostics Warranty Schedule, Customer may not assign this Agreement. Signostics may assign this agreement without the prior consent of Customer.

23.Severability of Unenforceable Provisions. If any provision of this Agreement is found to be invalid or unenforceable, then the remainder shall have full force and effect, and the invalid provision shall be partially enforced to the maximum extent permitted by law to effectuate the purpose of the Agreement.

24.Applicable Law and Venue. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Washington, without reference to its choice of law principles to the contrary. The provisions of the U.N. Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Customer consents to the personal jurisdiction and venue of the state and federal courts located in King County, Washington regarding any suit, proceeding or claim arising out of or related to this Agreement or its subject matter and will not commence or prosecute any such claim, suit or proceeding other than in such courts.

25.Amendment. No amendment, modification, or waiver of this Agreement will be valid unless set forth in a written instrument signed by the party to be bound.

26.Export Controls. Signostics is prohibited from selling products to persons and entities who are the subject of certain trade and other sanctions imposed under the laws of Australia and the USA. Customer

understands that under the applicable laws of these countries, Signostics may be required to check the name of the purchasers of its Products against certain lists maintained by the governmental authorities of these countries. In particular, Customer understands that it may be subject to the International Emergency Economic Powers Act (50 U.S.C. § 1701) and all other laws administered by Office of Foreign Assets Control or any other US governmental authority imposing economic sanctions and trade embargoes (“Economic Sanctions Laws”) against countries (“Embargoed Countries”) and persons designated in such laws (collectively, “Embargoed Targets”). Customer agrees it will not (a) directly or indirectly export, re-export, transship or otherwise deliver the Products or any portion of the Products to an Embargoed Target; or (b) broker, finance or otherwise facilitate any transaction in violation of any Economic Sanctions Law with respect to the Product. By signing the Confidential Quote, Customer represents that it is not an Embargoed Target, and that Signostics may conduct such screening as it deems reasonably necessary to confirm such representation, including by providing Customer’s name and address to third parties for such purpose.

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SCHEDULE A TO TERMS AND CONDITIONS
Acknowledgement and Consent – Anonymized Aggregated Data

For purposes of improving the design, performance and quality of the products offered by EchoNous, Inc. (“EchoNous”), and for no other purpose, EchoNous collects certain Anonymized Aggregated Data.

Anonymized Aggregated Data means the images retrieved by the product (and any physiological and numerical measurements noted therein) which are gathered on an anonymous, aggregate basis by EchoNous and which do not contain any Protected Health Information as such term is defined in 45 CFR 160.103.

EchoNous hereby warrants that:

- (a) it will not use or disclose the Anonymized Aggregated Data, other than for the sole purpose of EchoNous’s product design, performance and quality improvement;
- (b) it will use appropriate safeguards to prevent the use or disclosure of the Anonymized Aggregated Data; and
- (c) it will not knowingly engage in any endeavor that may assist in any re-identification efforts by any party for any reason whatsoever.

If you consent to our collection and use of Anonymized Aggregated Data, please initial here.

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