

TERMS AND CONDITIONS OF LICENSE AGREEMENT – CONTINUUM™ IMAGE MANAGEMENT

1. **ENTIRE AGREEMENT:** This agreement supersedes all prior agreements, negotiations, discussions, representations, or proposals, whether written or oral. Any of the terms and provisions of Licensee's order which are inconsistent with the terms and provisions hereof shall not be binding on Integrated Ophthalmic Systems, Inc. (hereinafter referred to as "Licensor" or "Integrated Ophthalmic Systems, Inc.") and shall not be considered applicable to the sale of the products mentioned herein. No modification hereof shall be valid unless in writing and duly signed by a person authorized by Licensor. If any provision, or part thereof is found to be invalid, the remaining provisions shall remain in effect.

2. **DEFINITIONS:** "Continuum Customer-Hosted Solutions" refers to systems where Continuum software and images reside on customer servers. "Continuum Cloud Solutions" refers to systems where Continuum software and images reside on servers provided by Integrated Ophthalmic Systems, Inc..

3. **PRICES:** Prices are subject to change without notice. Unless otherwise specified on the order, prices are for the specific quantity stated and do not include taxes, if applicable, nor charges for transportation, special packaging or marking or testing

A. **License Fees:** License fees and other recurring fees are only valid for the term specified and are subject to change with written notice.

4. **QUANTITY DISCOUNTS:** When quantity price discounts are quoted, they are computed separately for each type of product or equipment, and are based on the quantity of each type and each size ordered at any one time for immediate delivery. If any order is reduced or cancelled (subject to Licensor approval), it is agreed that prices will be adjusted upward to the higher prices, if applicable, for the un-cancelled quantity.

5. **TAXES:** Unless prohibited by statute, Licensee agrees to pay Licensor the amount of any Federal, State, City or other tax, import or export duty, tariff or customs charge levied by any jurisdiction either inside or outside the United States that Licensor may be required to pay on account of the ownership at the place of installation, or the manufacture, transportation, sale or use of the material and equipment which is the subject of this contract.

6. **REPRESENTATION:** Licensee represents to Licensor that Licensee:

Is licensed under the laws of the Licensee's jurisdiction as a doctor of medicine or osteopathy or as an optometrist or as a medical school, college of optometry or hospital;

A. Has the education, skills, knowledge and experience to use the product(s) for its intended use;

B. Is purchasing the product(s) solely for use in Licensee's medical, osteopathic or optometric practice;

C. Will not transfer the product(s) to any other person or entity not so licensed; and

D. Licensee agrees to indemnify and defend Licensor against all claims, cost, expense and liability incurred as a result of Licensee's breach of any of the foregoing representations.

7. **TERMS:** Unless otherwise stated, payment terms shall be deemed to be 25% of total order upon placement of such order and the balance upon installation, subject to approval by Licensor of amount and terms of credit. Licensor reserves the right to require payment in advance or cash on delivery (C.O.D.), or otherwise modify credit terms either before or after acceptance of any order if for any reason Licensee's credit is or becomes objectionable to Licensor. Pending correction of any objectionable credit situation, Licensor may withhold shipments and/or installation without incurring any liability to Licensee. When partial

shipments/installations are made, payments are due in accordance with the designated terms of the invoice. If shipment is postponed at the request of Licensee, payment will become due immediately upon notice to Licensee that products are ready for shipment/installation. A service charge of 1.5% per month on the unpaid balance shall be imposed upon all accounts not paid when due.

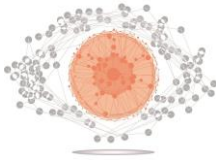
8. **SHIPMENT:** All shipments will be made Freight on Board (F.O.B.) the Licensor's facility unless otherwise specified. In the absence of specific instructions, Licensor will select the carrier. Title to the materials shall pass to the Licensee upon delivery thereof by Licensor to the carrier or delivery services; thereupon, the Licensee shall be responsible therefore. Products held for Licensee, or stored for Licensee, shall be at the risk and expense of Licensee; claims against Licensor for shortages must be made within 5 days after arrival of shipment. Unless specifically referenced in the sales agreement, all installation and shipping expenses, as well as any miscellaneous items that were necessary to complete system integration shall be included in the final invoice and will be timely paid by Licensee in accordance with this terms noted in this agreement or the invoice, whichever is earlier.

9. **INSTALLATION:** Licensor acknowledges installation dates are approximate. If Licensee's order does not cite desired installation date(s) and/or does not expressly prohibit installation in advance of schedule date(s), Licensee agrees that immediate installation is acceptable. Licensee agrees to provide and adequately maintain sufficient information technology (IT) infrastructure as specified within the Continuum System Requirements Document and to allow Licensor access to such IT infrastructure as is necessary for Licensor to perform installation. If conditions arise which prevent compliance with installation schedules, Licensor shall not be liable for any damage, general, consequential or otherwise, for delay in installation or for failure to give notice of delay, and such delay shall not constitute grounds for cancellation. Additionally and without limiting the generality of the foregoing; Licensor shall under no circumstances be responsible for failure to fill any orders when due to failure to obtain export licenses; fires; floods; earthquakes; riots, strikes; war; freight embargoes or transportation delays; shortage of labor; inability to secure fuel, material, supplies or power or other energy requirements or on account of shortages thereof, acts of God or of the public enemy; regulatory actions; any existing or future laws or acts of the Federal or any other State Government (including specifically, but not exclusively, any orders, rules or regulations issued by any officials of such government) affecting the conduct of Licensor's business which Licensor in its judgment and discretion deems it advisable to comply with either as a legal or patriotic duty, or to any other cause beyond Licensor's reasonable control.

10. **ACCEPTANCE:** Upon installation of any products they will be deemed to have been accepted by Licensee.

11. **MODIFICATIONS:** Unless otherwise provided, Licensor reserves the right to modify product specifications of products ordered by the Licensee herein providing that the modification will not materially affect form, fit or function.

12. **TERMINATION:** In the event of complete or partial termination or cancellation of this order for the convenience of the Licensee, or if the Licensee fails or refuses to accept delivery or is otherwise in default under or repudiates the purchase contained herein, or fails to pay when due any invoice, then in addition to any and all remedies allowed by law, Licensor without notice:



Integrated Ophthalmic Systems, Inc.



A. Will issue an invoice to the Licensee for immediate payment for all undelivered equipment under this or any other agreement between Licensor and the Licensee and/or;

B. May defer installation under this or any other agreement between the Licensee and Licensor until such breach or repudiation is removed and/or;

C. Shall continue to charge the Licensee for all continuing service and licensing fees related to the returned product, including but not limited to those specified in Section 20 of these Terms and Conditions;

D. May cancel in whole or part an undelivered portion of this agreement and/or any other agreement between Licensee and Licensor. No order for product(s) may be terminated by Licensee except by mutual written agreement. In the event Licensee attempts to terminate or cancel this order, in whole or in part, it shall constitute a breach of contract unless written consent to such termination or cancellation is obtained by the Licensee from Licensor. In any event, the price of all items delivered and all items which have been finished, but not yet delivered, will be adjusted upward to the applicable quantity break, if any, for the lower quantities.

13. **GOVERNING LAWS:** The terms of this agreement and all rights and obligations hereunder, shall be governed in accordance with the laws of the state of Delaware. Licensee hereby consents and submits to the jurisdiction of the appropriate courts in the State of Delaware for adjudication of any question, law of fact arising hereunder.

14. **LIMITATION OF LIABILITY:** Licensor will not be liable for any loss, damage, cost of repairs, incidental or consequential damages of any kind, whether or not based upon express warranty or implied warranty, contract, negligence, or strict liability arising in connection with the design, manufacture, sale, use or repair of the products. In no event will Licensor be liable to the Licensee for any amount in excess of the purchase price of the product which proves to be defective.

15. **SUPPLEMENTAL CLAUSES FOR EXPORT ORDERS:**

A. **Currency:** The prices quoted herein are payable in U.S. Dollars.

B. **Proof of Export:** The products are to be purchased only for export and the Purchaser agrees to furnish Licensor with proof of exportation of all or any part of such products within five months from the date of the Licensor invoices therefor or if exportation of any part shall not have occurred within that period, Purchaser agrees to pay Licensor upon demand, the amount of any manufacturer's excise tax or other tax which now or hereafter may be imposed on the sale of such products for consumption within the United States.

C. **License and Permit Requirements:**

i. Licensor will secure all export licenses and permits required by the United States Government and Licensee will furnish reasonable cooperation in acquiring such licenses and permits. If such licenses are not paid for by the Licensee, such payments will be added to the contract price.

ii. Licensee will secure all licenses and permits required by the foreign government and Licensor will furnish reasonable cooperation in acquiring such licenses and permits.

iii. Failure to obtain a required license or permit in sufficient time to permit delivery within the time set forth in the contract and without fault or negligence of the contracting parties shall occasion an extension upon the contract herein until such licenses and permits are obtained, within a reasonable amount of time.

16. **3rd PARTY DEVICE UPGRADES/REPAIRS:** Licensee acknowledges that successful integration of 3rd party devices connected to Licensor products may be dependent upon (and be directly linked to) specific versions of software which control the

device. Licensee further acknowledges that Licensor will not be responsible for failure of the Licensee to coordinate and/or verify with Licensor regarding compatibility and installation of software upgrades and/or repairs of 3rd party devices. No warranty is expressed or implied regarding compatibility of Licensor products with current or future upgrades of 3rd party devices or software.

17. **SOFTWARE LICENSING:** The Continuum Image Management system is licensed on an ongoing annual basis, for as long as some or all of any Continuum software component is loaded on a computer to which Licensee has access. Licenses will automatically renew for additional one (1) year periods (each a "Renewal Term") unless, within not less than ninety (90) calendar days prior to the expiration of the then current term, either party notifies the other in writing, receipt of which is confirmed, of its intent not to renew. Either party may choose to not to renew this Agreement for any reason or no reason. The license fee is due to be paid in full prior to the beginning of each year anniversary of the placed order, and no credit will be given or pro-rated for partial years in use. The Licensor may disable Licensee's ability to use Continuum as result of a failure to pay license fee within terms specified, while preserving rights to collect payment for full term of any license contract previously accepted. Should Licensee wish for Licensor to export data and images from Continuum Image Management system following nonrenewal of license, Licensor reserves right to charge for such services.

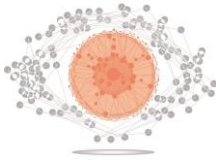
18. **EULA:** Purchase of this software constitutes agreement to the standard Continuum EULA, attached hereto. Licensee agrees that all users of the Continuum Image Management system are aware and in compliance with the EULA, whether they are employees, contractors, consultants, guest users or otherwise.

19. **CONTINUUM LICENSE TERMS:** The software licensed to Licensee hereunder is licensed, not sold, and Licensor retains all rights to the licensed software which are not expressly granted hereunder.

A. Subject to Licensee's payment of the applicable annual license fees and the other terms and conditions of this Agreement, IOS grants to Licensee a limited, non-exclusive, non-sublicensable and non-transferable license to install, access and use the software specified on the Order Form during the term, strictly for Licensee's own internal business purposes. All rights not granted to Licensee are reserved by Licensor.

B. The software license is for unlimited Users but is limited as to the number of medical devices and installation and use at the locations specified on the applicable Order Form. For the purposes of the Agreement, the word "User" means those of Licensee's employees, agents, and independent contractors who are provided user names and passwords and permitted hereunder to access and use the Software pursuant to Licensee's rights under this Agreement.

C. Except as expressly permitted herein, Licensee shall not (and shall not permit any third party, including Users, to) (1) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party the licensed software in any way; (2) modify or make derivative works based upon the licensed software; (3) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from the licensed software or any part thereof; (4) use the licensed software for commercial or competitive purposes, including to develop a competitive product or service, build a product using similar ideas, features, functions or graphics of the licensed software, or copy any ideas, features, functions or



Integrated Ophthalmic Systems, Inc.



graphics of the licensed software; or (5) otherwise use the licensed software in any manner that exceeds the scope of use permitted under subpart A or B above, or in a manner inconsistent with applicable law, the documentation, or this Agreement.

20. CONTINUUM CLOUD SOLUTION LICENSE TERM
COMMITMENT: Licensee acknowledges that the minimum term

of a Continuum Cloud Solution license is two (2) years and that no credit will be given or pro-rated for partial years in use. The Licensor may disable Licensee's ability to use Continuum Cloud Solution as result of a failure to pay license fee within terms specified, while preserving rights to collect payment for full term of the license contract.

CONTINUUM END USER LICENSE AGREEMENT (EULA)

Please read the following terms and conditions carefully before using this SOFTWARE SYSTEM. Your use, distribution or installation of the Continuum Image Management software (CONTINUUM) indicates your acceptance of this License.

SOFTWARE SYSTEM here means Software, image files, all accompanying files, data and materials received with your order of CONTINUUM, installed on a server, modality, device, review station, or any other computer.

If you do not agree to any of the terms of this License, then do not install, distribute or use the SOFTWARE SYSTEM. Additionally, use of this SOFTWARE SYSTEM is dependent on continuing and timely payment of the annual CONTINUUM license fee. Failure to pay the annual license fee constitutes a breach of this agreement, and removes your license to use CONTINUUM until such time as the license fee has been paid. This SOFTWARE SYSTEM's server component parts may not be separated for use on more than one server. All components accompanying the software are copyrighted by Integrated Ophthalmic Systems, Inc. and may not be taken apart or modified and may not be distributed or copied in any manner.

You agree that the SOFTWARE SYSTEM is not intended to be a backup solution for any other systems, devices or modalities. You are responsible to continue regular maintenance, backup and archiving of third-party systems, devices or modalities per their manufacturer's recommendations or your standard operating procedures.

For CONTINUUM Customer-Hosted Solutions, the SOFTWARE SYSTEM shall be installed on user-provided and user-maintained hardware. It is your responsibility to ensure that proper backups are performed on the SOFTWARE SYSTEM's data and SQL Database and that proper maintenance, monitoring and support of the server is maintained. For proper SOFTWARE SYSTEM functioning and performance, the server and review computers must meet then current industry standards, necessitating that you refresh hardware and OS from time to time, as needed.

Periodic software updates for the SOFTWARE SYSTEM will be necessary and Integrated Ophthalmic Systems, Inc. reserves the right to continually update the CONTINUUM software and possibly change the platforms that the SOFTWARE SYSTEM uses or requires and to install such updates to the end user with their permission.

This SOFTWARE SYSTEM, all accompanying files, data and materials, are distributed "AS IS" and with no warranties of any kind, whether express or implied. The user must assume all risk of using the program. This disclaimer of warranty constitutes an essential part of the agreement. Integrated Ophthalmic Systems, Inc. is not responsible and shall not be liable for the integrity of your data. Measurements are calibrated from the original source and provided for reference only and Integrated Ophthalmic Systems, Inc. cannot guarantee accuracy.

Any liability of Integrated Ophthalmic Systems, Inc. will be limited exclusively to refund of purchase price. In addition, in no event shall Integrated Ophthalmic Systems, Inc., or its principals, shareholders, officers, employees, affiliates, contractors, subsidiaries, or parent organizations, be liable for any incidental, consequential, punitive or any other damages whatsoever relating to the use of SOFTWARE SYSTEM.

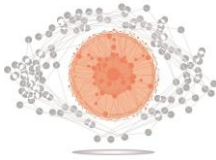
In addition, in no event does Integrated Ophthalmic Systems, Inc. authorize you to use this SOFTWARE SYSTEM in applications or systems where SOFTWARE SYSTEM's failure to perform can reasonably be expected to result in an injury to a person, physical or otherwise, or in loss of life. Any such use by you is entirely at your own risk, and you agree to hold Integrated Ophthalmic Systems, Inc. harmless from any claims or losses relating to such unauthorized use. You also agree that in no event does Integrated Ophthalmic Systems, Inc. authorize you to use this SOFTWARE SYSTEM in applications or systems where SOFTWARE SYSTEM's failure to perform can reasonably be expected to result in damage to your property or property of another party.

This Agreement constitutes the entire statement of the Agreement between the parties on the subject matter, and merges and supersedes all other or prior understandings, purchase orders, agreements and arrangements. If any provision, or part thereof is found to be invalid, the remaining provisions shall remain in effect. This Agreement shall be governed by the laws of Delaware.

Integrated Ophthalmic Systems, Inc. has the right to access, collect, aggregate, mine or otherwise process de-identified data for the purposes of training Artificial Intelligence, statistical analysis, or algorithm development. As part of the collection process, all patient identifiable text will be excluded.

Integrated Ophthalmic Systems, Inc., is the exclusive owner of the copyright of this SOFTWARE SYSTEM, all of its derivatives, title and accompanying materials are the exclusive property of Integrated Ophthalmic Systems, Inc.. All rights of any kind, which are not expressly granted in this License, are entirely and exclusively reserved to and by Integrated Ophthalmic Systems, Inc.. You may not rent, lease, transfer, modify, translate, reverse engineer, de-compile, disassemble or create derivative works based on this SOFTWARE SYSTEM. There are no third party beneficiaries of any promises, obligations or representations made by Integrated Ophthalmic Systems, Inc. herein.

You may not disclose the data or techniques relating to this SOFTWARE SYSTEM that you know or should know is a trade secret of the Integrated Ophthalmic Systems, Inc. to other persons in any manner that will cause damages of any kind to Integrated Ophthalmic Systems, Inc.. This SOFTWARE SYSTEM and all services provided may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any applicable law or regulation is strictly prohibited. This includes, but is not limited to: copyrighted material, material we judge to be threatening or obscene, or material protected by trade secret and other statute. You agree to indemnify and hold Integrated Ophthalmic Systems, Inc. harmless from any claims resulting from the use of this SOFTWARE SYSTEM, which may cause damage of any kind to any other party.



CONTINUUM CUSTOMER SERVICE AGREEMENT

This Service Agreement is provided to Customer by Integrated Ophthalmic Systems, Inc. (the “Company”) and describes the service obligations of the Company as well as the continuing obligations of the Customer. Failure by the Customer to comply with the requirements of this Agreement, to the extent that they adversely affect the performance of the Continuum software system, shall serve to void any obligations of the Company to the Customer pursuant to this Agreement.

1. INSTALLATION REQUIREMENTS

- a. Customer must already have a network in place and the customer must add all devices to the network.
- b. Some form of remote access must be provided to the Company in order to allow the Company access to the Customer’s server and devices remotely/offsite for purposes of installation and ongoing support of the Continuum system.
 - i. Out default option is to use the Zoho Assist software system. The Company can provide installation instructions for this upon request.
- c. For Customer Hosted systems
 - i. A server must be provided to run Continuum based upon the Company’s current server requirements and guidelines.
 - ii. External access to Continuum must either be provided via a Customer secure connection, or via the Company’s Zoho Assist system.

2. INSTALLATION

- a. The Company will install the Continuum system remotely and during non-business hours (after or before clinic hours and on the weekends) so as not to interfere with clinic functions.
- b. Devices not accessible via remote access may require onsite help from the Customer to be integrated.

3. TRAINING

- a. Cloud solutions: Initial training is provided entirely online via webinar format. Onsite training may be acquired for the current going rate.
- b. Hosted solutions: Initial training can be provided online or onsite, as necessitated and agreed upon by both the Company and the Customer.
- c. Refresher Training: Continuing training, after initial training, will be conduct online via webinar, unless otherwise agreed to between the Company and the Customer.

4. SUPPORT RESPONSIBILITIES

Ongoing Customer support by the Company is dependent on the prompt payment of the annual Continuum license fee per the sales terms and conditions and the Continuum EULA.

- a. INTEGRATED OPHTHALMIC SYSTEMS, INC.
 - i. Prompt phone and email based Customer support via the Company’s national support number and support email address for issues including, but not limited to:
 1. Issues accessing Continuum.
 2. Questions about Continuum usage or functions.
 3. Issues transferring data to Continuum from modalities.
 4. Software patches, updates, and upgrades to the Continuum system, and all purchased Continuum modules.
 - ii. The Company shall provide Support remotely. Unless otherwise expressly agreed to in writing between the parties.
 - iii. Customer understands and agrees that re-integration of Customer’s equipment that has lost the Continuum client software (e.g. from issues such as hard drive wiping or user error), may require 48 hours or more to re-integrate.
 - iv. For customer-hosted systems, Continuum can be moved from one server to another server at no charge once every year. Additional server moves may require a charge.
 - v. For cloud-based systems, Continuum can be moved to a customer-hosted system for a one-time charge and a conversion of the Customer’s annual license fees. A Continuum sales representative will provide the Customer with an estimated cost upon request.

b. CUSTOMER

- i. The Customer is solely responsible for:
 1. Continued support and maintenance of its computers and network.
 2. For Customer Hosted systems:
 - a. Customer agrees that it is responsible for performing daily system backups.
 - b. Customer agrees that it is responsible for performing regular maintenance and support of its server, including, but not limited to...
 3. Monitoring
 - a. Hardware
 - b. Windows patches
 - c. Firewall and antivirus installation
 4. Provision of a clinical and IT contact that Integrated Ophthalmic Systems, Inc. can contact for issue resolution and for any notifications of Continuum system status.
 5. Notifying the Company in advance of installing new devices or new software updates to allow for scheduling in advance of device integration to Continuum.
 6. Providing sufficient network bandwidth for Continuum to perform at a customer desired level.

5. MISCELLANEOUS

- a. The Company shall integrate new devices with the Customer’s existing Continuum system at no charge if replacing an older device being de-integrated with Continuum.