

GENERAL SERVICE TERMS

1. SERVICES - Subject to the terms and conditions herein, Seller shall use commercially reasonable efforts to provide to Buyer the Services for the covered Equipment. As used herein, the "Services" shall mean diagnosis and repair and/or replacement of any malfunction resulting from and traceable to defects in As used herein, (a) the "Equipment" shall mean the Equipment, and (b) the "Services" shall mean diagnosis and repair and/or replacement of any malfunction resulting from and traceable to defects in materials and workmanship of Equipment. Seller shall be responsible for all costs incurred in providing the Services including labor, material, parts, and shipping, except as otherwise provided herein. Seller shall have the right to determine in its sole discretion what corrective action Seller will perform to fix any malfunction in the covered Equipment.

2. REPLACEMENT PARTS - Seller shall provide, free of charge, replacement parts for any defective or damaged parts of the Equipment due to defects or normal wear and tear on the Equipment (the "Seller Replacement Parts"). Seller shall not have any obligation to provide consumables such as pens, data storage chips or USB drives, and, in the event that Seller does provide any such items, Buyer shall be liable to Seller for the cost thereof. Seller Replacement Parts may be new, remanufactured, or refurbished, at Seller's sole discretion. Any parts of the Equipment that Seller removes and/or replaces shall be the exclusive property of Seller.

3. RESPONSE TIME AND RETURN PROCEDURE Buyer may contact Seller via telephone, email, or text to report any malfunction of a covered piece of Equipment between 9am to 5pm Eastern Standard time. Seller will provide remote assistance via satellite support to troubleshoot and diagnose the issue. If the issue cannot be resolved remotely, Seller shall ship replacement parts to the location where the Equipment is located and provide instructions for the Buyer to install the parts themselves. Seller shall determine which replacement parts are necessary and shall be responsible for the cost of shipping. Seller shall not be responsible for any damage or injury resulting from the Buyer's installation of the replacement parts. At worst case, if repairs become too costly or complicated for the Seller, Seller may, in its sole discretion, replace the Equipment with a similar model. Seller may also offer additional support or assistance, but shall have no obligation to do so and shall not be responsible for any delays or additional costs incurred by the Buyer as a result of Seller's decision not to provide additional support. As used herein, "Holidays" shall mean any days on which banks are not open in the State of Florida.

4. PAYMENT Buyer shall make one annual payment in the amount set forth above in the section titled "TERM AND PAYMENT INFORMATION", due on the Start Date of this Agreement. If Buyer does not cancel this Agreement at least thirty (30) days prior to the end of the term, Buyer's payment information on file will be automatically charged for another annual payment in the same amount on the first day of the next term. Seller may provide Buyer with a notice of renewal and a payment reminder before the end of the term. Failure to make the renewal payment within thirty (30) days of the end of the term shall result in termination of this Agreement. The payment made at the Start Date and the payment made at the end of the term shall be non-refundable. As used herein, "Start Date" shall mean the date on which Buyer signs this Agreement or otherwise agrees to be bound by its terms..

5. IP OWNERSHIP - Buyer hereby acknowledges and agrees that Seller does now and shall hereafter exclusively own all rights in and to all intellectual property related to the Equipment, the Services, all systems, trademarks and service marks relating to the operation of the Equipment, including, without limitation any inventions, improvements, or technology created, developed, or made hereafter by any employee, agent, representative or contractor of Seller in connection with the Equipment and operation thereof and performance of the Services.

6. EXCLUSIONS FROM SERVICE AND AGREEMENT - Buyer hereby acknowledges and agrees that Seller shall not be responsible nor liable for the following under this Agreement or otherwise: (a) neglect, misuse or abuse of Equipment or any covered part by anyone other than a Seller Party; (b) use by anyone other than a Seller Party of unauthorized parts, consumables, reagents in connection with the Equipment, or removal of any parts from the Equipment; (c) any repair, modification or alteration of any Equipment or any part thereof by anyone other than a Seller Party; (d) failure of or erratic electrical power; or (e) fire, earthquake, flood, hurricane, or other casualty or force majeure event. As used herein, a "Seller Party" shall mean Seller, its expressly authorized representative, employee, agent or contractor.

7. EVENTS OF DEFAULT - Upon the occurrence of any of the following, Buyer shall be in default under this Agreement: (a) Buyer fails to make any payment required under this Agreement, on the date such payment is due, (b) Buyer shall fail to comply with any obligation under this Agreement, other than as provided for in (a) above, and such failure shall continue for a period of thirty (30) days after Buyer's receipt of notice of such failure from Seller, (c) Buyer shall be in default under any other agreement with Seller, including without limitation, the Rental Agreement and the Software Royalty Agreement between Buyer and Seller (the "Software Royalty Agreement").

8. REMEDIES OF SELLER - Upon the occurrence of a default as described in Section 7 above, Seller shall be entitled to pursue any and all remedies available at law or equity including, without limitation, any of the following: (a) termination of this Agreement upon written notice to Buyer of such termination, without release of any obligation of Buyer under this Agreement, including without limitation, Buyer's obligation to (i) pay any outstanding payments to Seller, and (ii) return all Equipment to Seller, (b) acceleration of all remaining payments that would become due from Buyer under this Agreement throughout the remaining term hereof, without termination of this Agreement, and (c) commencement of legal proceedings to recover any amounts due to Seller hereunder.

9. WARRANTY - Seller hereby represents, warrants, and covenants to Buyer that (i) the professional staff it assigns to perform Services are, and at all times shall be, competent and properly qualified to perform the Services as required hereunder, (ii) the Services shall be performed under this Agreement in a professional manner, consistent with industry standards, practices and procedures for the performance of services of a similar nature, (iii) Seller shall comply with all applicable laws in the performance of the Services, and (iv) Seller has, and at all times shall have, the full legal right to provide all Services provided hereunder, and the Services will not infringe the intellectual property rights of any person.

9. LIMITATION OF LIABILITY - In no event will either party be liable for any consequential, indirect, exemplary, special, or incidental damages arising from or relating to the Services even if such party has been advised of the possibility of such damages.

10. SELLER'S INDEMNITY - Seller shall defend, indemnify, and hold Buyer harmless from any and all claims, losses, damages, debts, settlements, costs, attorney fees', expenses and liabilities of any type whatsoever (collectively referred to as "Claims") arising from or related to any injury to any person or property damage caused by the negligence of willful misconduct of Seller, breach of any representation, warranty or obligation herein, or violation of law by any Seller Party. Buyer will have the right to participate in or conduct the defense of such Claim with counsel of its own choice. Buyer will use reasonable effort to promptly notify Seller of any such Claim. No settlement of a Claim will be binding on Buyer without its prior written consent.

11. BUYER'S INDEMNITY - Buyer will defend, indemnify, and hold Seller harmless from any and all Claims arising from or related to any injury to any person or property damage caused by the negligence of willful misconduct of Seller, breach of any representation, warranty or obligation herein, or violation of law by any Buyer Party. Seller will have the right to participate in or conduct the defense of such Claim with counsel of its own choice. Seller will use reasonable effort to promptly notify Buyer of any such Claim. No settlement of a Claim will be binding on Seller without its prior written consent. As used herein, "Buyer Party" shall mean Buyer, its representative, employee, agent or contractor or any party that Buyer authorizes to operate, use or work on the Equipment, other than a Seller Party.

12. TERM AND TERMINATION - The initial term of this Agreement shall commence on the Start Date designated above and will continue in effect until the Rental Agreement is terminated. Subject to the terms of Section 8 above, either party may terminate this Agreement, the Rental Agreement, and the Software Royalty Agreement effective immediately upon delivering notice of such termination, if the other party commits a material breach of the terms and conditions of this Agreement and such party fails to cure such breach within thirty (30) days after receiving written notice thereof from the other party.

13. CONFIDENTIALITY - By virtue of this Agreement, either party may have access to the other party's proprietary and confidential information ("Confidential Information"). Confidential Information is non-public information that, by its nature, ought to be treated as proprietary or confidential or that a reasonable person would conclude is confidential, which is disclosed by one party, or such party's subcontractor or agent, to the other party, orally, electronically or in tangible form. Confidential Information includes, but is not limited to, (a) trade secrets; (b) technical information, including functional and technical specifications, algorithms, formulas, data, codes, designs, drawings, analysis, research, processes, computer programs, methods, ideas, know-how, and the like; (c) business information, including sales and marketing research, materials, plans, strategies, accounting and financial information, pricing, product, customers, vendors, suppliers, and distributors information, personnel records, and the like; (d) third-party confidential information that either party has a duty to maintain as confidential; or (e) information concerning the existence and progress of the parties' dealings. The party which receives the Confidential Information ("Receiving Party") from the disclosing party ("Disclosing Party") agrees that the Confidential Information will be kept confidential by it and used solely for the purpose of providing or receiving the Services. The Receiving Party shall protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information as the Receiving Party uses to protect its own Confidential Information of a like nature. The Receiving Party may permit its external advisors (e.g., auditors, accountants, attorneys) access to the Confidential Information, so long as such advisors are required to maintain the confidentiality of such information pursuant to industry professional standards and requirements. If disclosure of Confidential Information is required by applicable law, the Receiving Party will, prior to making such disclosure, first give notice to the Disclosing Party (unless prohibited by law from doing so) and will assist the Disclosing Party in its efforts to obtain appropriate redaction or a protective order at the sole expense of the Disclosing Party. At the end of the term or upon request, the Receiving Party agrees to return or destroy, at the Disclosing Party's election, any and all Confidential Information. The obligation herein shall survive the termination of this Agreement.

14. ENTIRE AGREEMENT - This Agreement contains the entire agreement of the parties related to the matters contained in this Agreement.

15. TRADEMARKS, TRADE NAMES, AND PUBLICITY - Except as is reasonably necessary to provide the Services hereunder, Seller agrees not to use the name(s), trademarks, trade names, service marks, and other marks (collectively, "Marks") of Buyer or Buyer's affiliates, whether registered or not, in publicity releases or advertising or in any other manner, including company lists, marketing lists or client lists, without securing the prior written approval of Buyer.

16. CONCURRENT AGREEMENTS AND CROSS DEFAULTS - Buyer acknowledges and agrees that this Agreement shall be entered into simultaneously with the Rental Agreement and the Software Royalty Agreement and that Buyer's failure to execute and/or enter into either the Rental Agreement and the Software Royalty Agreement shall invalidate the effectiveness of this Agreement, ab initio, as if the parties had never executed or entered into this Agreement. Further, this Agreement, the Rental Agreement and the Software Royalty Agreement shall run concurrently and the extension of any one of them shall be deemed an extension all of them and the termination of any one of them shall, in Seller's sole discretion and election, be deemed a termination of all others, upon delivery of notice of such termination to Buyer.

17. TIME OF ESSENCE - Time shall be of the essence in all matters relating to this Agreement.

18. ATTORNEYS' FEES - In the event of any dispute between Buyer and Seller relating to this Agreement, the Equipment Rental Agreement and/or the Software Royalty Agreement, the prevailing party in any such dispute shall be entitled to all attorneys' fees and cost incurred as a result of such dispute, including without limitation court costs at trial and all appellate levels, any costs of retaining a collection agency to collect overdue amounts hereunder, and any fees and costs incurred in post-judgment collection efforts.

19. AMENDMENT - This Agreement may be modified or amended, if at all, only in writing and such writing is signed by both parties hereto.

20. SEVERABILITY - If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

21. WAIVER OF CONTRACTUAL RIGHT - The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

22. APPLICABLE LAW - This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without reference to choice of law principles which might indicate that the law of some other jurisdiction should apply. Venue for any dispute under this Agreement shall be in the state courts in and for Miami-Dade County, Florida.