



TECHNOLOGY ASSURANCE PROGRAM AGREEMENT OF VISOLOGIX CORPORATION

THE TECHNOLOGY ASSURANCE PROGRAM (HEREINAFTER REFERRED TO AS THE “PLAN”) IS A LEGAL CONTRACT BETWEEN YOU AND VISOLOGIX (AS HERINAFTER DEFINED). IT REQUIRES YOU TO RESOLVE ANY DISPUTES WITH US THROUGH BINDING AND INDIVIDUAL ARBITRATION OR THROUGH SMALL CLAIMS COURT AND LIMITS OUR LIABILITY TO YOU. PLEASE READ THIS PLAN CAREFULLY AND COMPLETELY. IF YOU DO NOT AGREE WITH ANY OF ITS PROVISIONS, DO NOT USE THIS PLAN. Disputes between you and VISOLOGIX are governed by the Arbitration clause of your END USER LICENSE AGREEMENT.

Definitions: Throughout this Plan the words (1) “obligor”, “we”, “us”, and “our”: refer to the company obligated under the Plan in all states. (2) “Reseller” and “Distributor”: refer to the entity from which you purchased this Plan; (3) “you” and “your”: refer to the individual who holds an active VISOLOGIX Plan Agreement and purchased this Plan; (4) “breakdown”: refers to the mechanical or electrical failure caused by (a) defects in materials and/or workmanship, (b) normal wear and tear, (c) dust, heat, or humidity, (d) power surges, and (e) for the VISOLOGIX camera only: unintentional and accidental damage from handling as a result of normal use; (5) “TAP Product(s)”: refer to the eligible items as set forth in the Qualifying TAP Products section of this Plan located at your VISOLOGIX service address; (6) “operational failure”: refers to the mechanical or electrical failure caused by defects in parts or workmanship, normal wear and tear, or power surge (7) “deductible”: refers to the amount you are required to pay in advance of us for shipping or carry-in service, as set forth in the Deductible section of this Plan; (8) “per-claim limit”: refers to the maximum amount of coverage we will provide for a single claim as set forth in the Limits of Liability section of this Plan; and (9) “aggregate limit”: refers to the maximum amount of coverage we will provide cumulatively for all claims made by you annually as set forth in the Limits of Liability section of this Plan.

Instructions: Please keep this Plan. Your billing statement and this Plan, including the terms, conditions, limitations, exceptions, and exclusions, constitute the entire agreement between you and us.

Qualifying TAP Products: Subject to any exclusions set forth in this Plan, this Plan covers:

1. CITE M1G3, CITE F1, CITE G5, CITE K9, CITE V1X, etc.
2. Docking Stations
3. Hydra EMS

We may update this list at any time.

Registration: To expedite your service, if VISOLOGIX has not automatically registered your TAP Product(s), we suggest that you contact your sales rep and get your TAP Product(s) registered. Changes and/or updates to your list of registered TAP Product(s) can be made by contact our tech support group or your sales rep.

What Is Covered: During the term of this Plan, we will provide for the repair or replacement of your VISOLOGIX System, and registered qualifying TAP Product(s) resulting from a breakdown, not to exceed our limit of liability. Non-original manufacturer’s parts may be used for repair of the TAP Product if original parts are unavailable or more costly. At our sole discretion, if we determine that we cannot economically service your TAP Product as specified in this Plan, we may replace your TAP Product with a replacement product of like kind and quality that performs to the factory specifications of the original TAP Product, or we may issue you a check for the fair market value of your TAP Product, not to exceed the limit of liability as set forth in the Limits of Liability section of this Plan. Beginning the third (3rd) year, VISOLOGIX will provide you with NEW product of the same model or the next generation model. If we provide you with a replacement product under this Plan, we reserve the right to retain ownership of your previous product. This Plan does not replace any VISOLOGIX service guarantee but provides certain additional benefits during and after the term of that guarantee. At VISOLOGIX’s sole discretion, we may require that you return the Product as a condition to receiving a replacement. Should you fail to return the defective Product; charges for the unreturned unit will apply base on fair market value.



This Plan covers:

- Parts and labor costs resulting from a breakdown of your Product (Camera).
- Shipping, handling, and costs associated with sending a replacement unit.
- Depends on the Plan you purchase, technical troubleshooting professionals available twenty-four (24) hours a day, seven (7) days a week or 8am to 5pm Monday to Friday, Central Standard Time.
- Troubleshooting for Camera.
- Being enrolled in the Plan for greater than thirty-six (36) consecutive months also allows you to upgrade your Product after every two (2) years from the initial date of installation of your VISOLOGIX System or from the date of any prior upgrade received.
 - Your upgrade can range from a single Product to all Products in the Plan
 - If you upgrade your VISOLOGIX equipment under the Plan, you will be subject to the terms of the VISOLOGIX End User License Agreement.
- Battery replacement of any Camera is limited to once every twelve (12) months.
- For VISOLOGIX TAP with “No-Fault” Accidental Damage Program customers only: unintentional or accidental damage from handling as a result of normal use (“NFADP”) for Product.
- Limited Data Recovery Services for Camera

Additional Services: VISOLOGIX or the Partner from whom you purchased this Plan may make available additional products and services at a discount from time to time, for your consideration.

Term of Coverage and Cancellation: THE PLAN COVERAGE COMMENCES AT THE DATE OF PURCHASE OF THE PLAN AND IS EFFECTIVE FOR A PERIOD OF THREE (3) OR FIVE (5) YEARS, BILLED ANNUALLY, UNLESS CANCELLED. AFTER SIX (6) MONTHS, THE PLAN WILL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS UNLESS THE PLAN IS CANCELLED OR TERMINATED AS SET FORTH IN THE LIMITS OF LIABILITY SECTION OF THIS PLAN.

For customers who upgrade to VISOLOGIX TAP Plan with NFADP, coverage for the additional NFADP coverage will commence one (1) calendar month from the date of purchase of the Plan. This Plan may be cancelled by us or the administrator for any reason by notifying you in writing at least thirty (30) days prior to the effective date of cancellation, which notice shall state the effective date and the reason for cancellation. If the Plan is cancelled: (a) by you within thirty (30) days of the receipt of this Plan, you shall receive a full refund of the price paid for the Plan, less the cost of any service received, or (b) by you after thirty (30) days of the receipt of this Plan, or cancelled by us or the administrator at any time, you will receive a refund equal to 100% of the pro-rata amount of the unearned portion of the Plan price paid, less the cost of any service received.

Plan Payment Terms: You will be billed for the Plan purchase price in equal annually installments.

To Obtain Service:

Depends on the Plan you purchase, technical troubleshooting professionals available twenty-four (24) hours a day, seven (7) days a week or 8am to 5pm Monday to Friday, Central Standard Time. Please call 713-590-4544 or go online to visiologix.teamworkdesk.com twenty-four (24) hours a day, seven (7) days a week to request support.

All Services: You must call VISOLOGIX or our Partners prior to having service; all repairs must be authorized in advance and all returns must have a return merchandise authorization (RMA) tracking number. Unauthorized repairs may void this Plan. Your VISOLOGIX account must be active to be eligible for service.

There must be someone eighteen (18) years or older present for a repair appointment. We may require you to fill out a claim facilitation form prior to receiving service for your product.



After each repair, you have the responsibility to verify the proper functioning of any equipment (e.g., camera, clip, mounts, etc.). It is your responsibility to reprogram or codes that have been extinguished as a result of the diagnostic testing we perform, which may include disconnecting such equipment from inside wiring and/or disconnecting inside wiring battery. It is also your responsibility to ensure proper functioning of any services or to contact the company that provides such services.

Deductible: In the event that you experience a breakdown requiring service on one of the following TAP Products, you will be required to pay a deductible: The deductible must be paid and received in advance of the service being provided and may be paid by a valid credit card.

Outside of Warranty: All repairs to TAP Products come with a thirty (30) day warranty outside of the warranty.

No Lemon Policy: During the term of this Plan, after three (3) service repairs have been completed on an individual TAP Product for the same defect, and that TAP Product requires a fourth repair, as determined by us, we will replace it with a product with comparable features. (NOTE: The No Lemon Policy is not applicable to breakdowns caused by unintentional and accidental damage from handling or breakdowns to your TAP Product(s).

Replacement Products: We may replace your warranty TAP Product with a NEW, REMANUFACTURED, OR A PRODUCT OF LIKE KIND AND QUALITY THAT PERFORMS TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL PRODUCT. What is Not Covered: (1) INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF DATA, DOWNTIME AND CHARGES FOR TIME AND EFFORT; (2) INTENTIONAL ACTS OR CRIMINAL ACTS BY YOU; (3) DAMAGE CAUSED BY ACCIDENTAL PHYSICAL DAMAGE, SPILLED LIQUIDS UNLESS SPECIFICALLY COVERED BY THIS PLAN OR (UNLESS YOU PURCHASED NO FAULT ADVANCE DAMAGE PROTECTION PLAN WITH ACCIDENTAL DAMAGE FROM HANDLING); (4) INSECT INFESTATION, MISUSE, ABUSE, OR PRODUCTS WITH ALTERED OR MISSING SERIAL NUMBERS; (5) INTRODUCTION OF FOREIGN OBJECTS INTO THE PRODUCT; (6) UNAUTHORIZED PRODUCT MODIFICATIONS OR ALTERATIONS, "NO PROBLEM FOUND" DIAGNOSIS, FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS; (7) THIRD-PARTY ACTIONS (FIRE, COLLISION, VANDALISM, LOSS, THEFT, ETC.); (8) ACCESSORIES, INCLUDING ANTENNAS, BULBS AND/OR LAMPS, BATTERIES; (9) PREVENTATIVE MAINTENANCE; (10) DAMAGE WHICH IS NOT REPORTED WITHIN THIRTY (30) DAYS AFTER EXPIRATION OF THIS PLAN; (11) DAMAGE TO COMMERCIALY-USED PRODUCTS (UNLESS THIS PLAN HAS BEEN SPECIFICALLY ENDORSED TO COVER COMMERCIAL USE); (12) EXTERNAL SIGNAL INTERFERENCE; (13) PRE-EXISTING CONDITIONS OR PROBLEMS; (14) REPAIRS ASSOCIATED WITH INCOMPLETE OR UNSUCCESSFUL INSTALLATION; (15) ANY OTHER EQUIPMENT MOUNTED TO STRUCTURES OR OBJECTS THAT ARE NOT MAN-MADE AND STATIONARY OR MADE SPECIFICALLY FOR OR PERMANENTLY ATTACHED TO AUTOMOBILES, RECREATIONAL VEHICLES, INCLUDING WITHOUT LIMITATION WATERCRAFT, AIRCRAFT, OR MOBILE HOMES; (16) COMPONENTS AND WIRING RELATED TO THE COMPUTER SERVICE; (17) VISIOLOGIX PORTABLE DEVICES; (18) ANY FAILURES, OR PARTS AND/OR LABOR COSTS INCURRED AS A RESULT OF A MANUFACTURERS RECALL; (19) "ACTS OF GOD"; (20) LOSS OR DAMAGE TO STORED DATA, REPAIRS RELATED TO INSTALLED SOFTWARE, COMPUTER VIRUSES, OR COMPUTER HARDWARE WHICH IS ADDED AFTER THE ORIGINAL PURCHASE; (21) CRACKED OR PHYSICALLY DAMAGED SCREENS (UNLESS YOU PURCHASED VISIOLOGIX PROTECTION PLAN PREMIER WITH NFADP) (22) ANY DAMAGE TO OR LOSS OF RECORDING MEDIA INCLUDING ANY SOFTWARE PROGRAMS, DATA, OR CONFIGURATION/SETUP, INFORMATION RESIDENT ON ANY MASS STORAGE DEVICES SUCH AS HARD DRIVES, CD ROM DRIVES, DVD DRIVES, FLOPPY DISKETTES, TAPE DRIVES OR TAPE BACKUP SYSTEMS OR MEMORY STICKS, AS A RESULT OF THE MALFUNCTIONING OR DAMAGE OF AN OPERATING OR NON-OPERATING PART OR AS A RESULT OF ANY REPAIRS OR REPLACEMENT UNDER THIS PLAN; (23) BURNED-IN IMAGES; (24) WAR, INVASION OR ACT OF FOREIGN ENEMY, HOSTILITIES, CIVIL WAR, REBELLION, RIOT, STRIKE, LABOR DISTURBANCE, LOCKOUT OR CIVIL COMMOTION; (25) THEFT; (26) THIRD PARTY OWNED AND/OR LEASED EQUIPMENT; AND (27) COMPUTERS, SERVERS AND/OR NETWORK EQUIPMENT



Changes to the Plan: WE MAY CHANGE THE ANNUAL CHARGE FOR THE PLAN, OR WE MAY CHANGE THESE TERMS AND CONDITIONS FROM TIME TO TIME UPON THIRTY (30) DAYS WRITTEN NOTICE TO YOU. SUCH NOTICE MAY BE PROVIDED AS A MESSAGE PRINTED ON YOUR BILLING STATEMENT, IN A SEPARATE MAILING OR EMAIL OR BY ANY OTHER REASONABLE METHOD. IF YOU DO NOT AGREE TO THE MODIFIED CHARGES OR TERMS OF THE PLAN, YOU MAY CANCEL THE PLAN AT ANY TIME IN ACCORDANCE WITH THESE TERMS AND CONDITIONS. THE PAYMENT OF APPLICABLE CHARGES BY YOU, OR A REQUEST FOR SERVICE UNDER THE PLAN, AFTER RECEIVING SUCH NOTICE OF A CHANGE IN THE CHARGES OR TERMS AND CONDITIONS OF THE PLAN WILL BE DEEMED TO BE CONSENT BY YOU OF THE NOTIFIED CHANGE(S).

Limits of Liability: Under the Plan, claims cannot exceed the Per Claim Limit, which is the fair market value of the TAP Product(s), not to exceed one hundred (\$100.00) dollars for Camera. In addition, the cumulative total of claims for all covered products made shall not exceed the aggregate limit of this Plan during twelve (12) month enrolled in this Plan. We will be responsible for informing you, at the time of the claim, if you have reached the aggregate limit. In the event that you reach the annual aggregate limit within twelve (12) consecutive months and the product requires additional repairs, we will provide you with information on how to get the product repaired; however, we will not be responsible for any costs related to these repairs.

Transferability: This Plan is not transferable.

ARBITRATION AGREEMENT: For the purpose of this Arbitration Agreement (referred to hereinafter as the "A.A.") only, references to "we" and "us" include (1) the respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns of the Plan obligor and administrator, as defined above; and (2) VisioLogix Corporation and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns. Most of your concerns about the Plan can be addressed simply by contacting us at 1-713-590-4544. In the event we cannot resolve any dispute with you, YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE TO WAIVE OUR RIGHTS TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS.

(a) This A.A. shall survive the termination of the Plan and is governed by the Federal Arbitration Act. This A.A. shall be interpreted broadly, and it includes any dispute you have with us that arises out of or relates in any way to the Plan or to the relationship between you and us, whether based in contract, tort, statute, fraud, misrepresentation or otherwise; However, this A.A. does not preclude you from bringing an individual action against us in small claims court or from informing any federal, state or local agencies or entities of your dispute. They may be able to seek relief on your behalf.

(b) To initiate arbitration, send a written Notice of Claim by certified mail to: Legal Department, 6100 Corporate Drive, Suite 234, Houston, TX 77036. The Notice must describe the dispute and relief sought. If we do not resolve the dispute within 30 days of receipt of the Notice, you may start an arbitration with the American Arbitration Association ("AAA"). You can contact the AAA and obtain a free copy of their rules and forms at www.adr.org or 1-800-778-7879.

(c) The arbitration shall be administered by the AAA in accordance with the Consumer Arbitration Rules ("Rules"). The arbitrator is bound by the terms of this A.A. and shall decide all issues with the exception that issues relating to the enforceability of this A.A. may be decided by a court. If your dispute is for \$10,000 or less, the arbitration will be conducted by submitting documents to the arbitrator, unless you request an in-person or telephonic hearing or the arbitrator decides that a hearing is necessary. If your dispute is for more than \$10,000, the right to a hearing will be determined by the Rules. Unless otherwise agreed, any hearing will take place in the county or parish of your mailing address. We will pay all filing, administration and arbitrator fees for any arbitration, unless your dispute is found by the arbitrator to have been filed for the purpose of harassment or is patently frivolous. In that case, the Rules govern payment of such fees.



(d)The arbitrator shall issue a decision including the facts and law supporting it. If the arbitrator finds in your favor and issues a damages award that is greater than the value of the last settlement we offered or if we made no settlement offer and the arbitrator awards you any damages, we will: (1) pay you the amount of the damages award or \$7,500 whichever is greater; and (2) pay the attorney's fees and the expenses, if any, you reasonably incurred in the arbitration. While that rights to fees and expenses is in addition to any right you may have under applicable law, you may not recover duplicate awards of fees and expenses. VisioLogix have the right under applicable law to recover attorney's fees and expenses from you if we prevail in the arbitration.

(e) If you seek declaratory or injunctive relief, that relief can be awarded only to the extent necessary to provide you relief. YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT IN A PURPORTED CLASS ACTION, CLASS ARBITRATION OR REPRESENTATIVE PROCEEDING. Unless you and we agree otherwise, the arbitrator may not consolidate your dispute with any other person's dispute and may not preside over any form of representative proceeding. If this specific provision is found to be unenforceable, then the entirety of this A.A. shall be null and void.

State Variations:

The following state variations shall control if inconsistent with any other terms and conditions:

Arizona: If your written notice of cancellation is received prior to the expiration of the term, we will not deduct the cost of any services received from your refund. The pre-existing condition exclusion does not apply to conditions occurring prior to the sale of the consumer product by the obligor, its assignees, subcontractors and/or representatives. The Arbitration Agreement of this Plan does not preclude you from contacting the Consumer Protection Division of the A.D.O.I.

California: For all products other than home appliances and home electronic products, the Cancellation provision is amended as follows: If the Plan is cancelled: (a) within sixty (60) days of the receipt of this Plan, you shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after sixty (60) days, you will receive a pro rata refund, less the cost of any service received.

Nevada: If we fail to pay the cancellation refund as stated in the Cancellation section of this Plan, the penalty will be ten percent (10%) of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. If this Plan has been in force for a period of seventy (70) days, we may only cancel before the expiration of the Plan term due to the following reasons: 1) You engage in fraud or material misrepresentation in obtaining this Plan or in filing a claim for service under this Plan; 2) You commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increases the service required under this Plan; or 3) any material change in the nature or extent of the required service or repair, including unauthorized service or repair, which occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this Plan was purchased or last renewed. If this Plan is cancelled, we will not deduct the cost of any services received from your refund. The following sentence is added to the What Is Not Covered section: IF THE PRODUCT IS MODIFIED OR ALTERED WITHOUT OUR AUTHORIZATION, WE WILL ONLY PROVIDE APPLICABLE COVERAGE THAT IS NOT RELATED TO THE UNAUTHORIZED MODIFICATION OR ALTERATION OR ANY DAMAGES ARISING THERE FROM, UNLESS SUCH COVERAGE IS OTHERWISE EXCLUDED BY THIS PLAN.

New Mexico: If this Plan has been in force for a period of seventy (70) days, we may not cancel before the expiration of the Plan term or one (1) year, whichever occurs first, unless: (1) you fail to pay any amount due; (2) you are convicted of a crime which results in an increase in the service required under the Plan; (3) you engage in fraud or material misrepresentation in obtaining this Plan; (4) you commit any act, omission, or violation of any terms of this Plan after



the effective date of this Plan which substantially and materially increase the service required under this Plan; or (5) any material change in the nature or extent of the required service or repair occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time you purchased this Plan.

North Carolina: The purchase of this Plan is not required either to purchase or to obtain financing for the product.

Oregon: The arbitration agreement provision of this Plan is amended to add the following: Any award rendered in accordance with this Plan's arbitration agreement shall be a nonbinding award against you, provided that you reject the arbitration decision in writing to us within forty five (45) days of the arbitrator's award. Under no circumstances shall a legal proceeding be filed in a federal, state or local court until such time as both you and we obtain an arbitration award pursuant to this arbitration agreement. This arbitration agreement does not require you to waive your right to a jury trial in any individual legal proceeding you may file. Any arbitration occurring under this Plan shall be administered in accordance with the Arbitration Rules unless any procedural requirement of the Arbitration Rules is inconsistent with the Oregon Uniform Arbitration Act in which case the Oregon Uniform Arbitration Act shall control as to such procedural requirement.

South Carolina: Contact us at 713-590-4539 with questions, concerns or complaints about the program.

Texas: If you purchased this Plan in Texas, unresolved complaints concerning us or questions concerning our registration may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-6599 or (800) 803-9202.