

**EXHIBIT A**  
**Rental Terms**

If Customer is renting the Products, as set forth in the Product Order Form, the terms and conditions set forth herein (the "Rental Terms") shall apply between the parties. In the event of any conflict between the terms set forth herein and those in the Terms and Conditions of Supply (the "Supply Terms"; together with the Rental Terms, for purposes of this Exhibit A, the "Combined Terms"), the terms set forth in these Rental Terms shall prevail.

**1. Rental Term.**

(a) Optos agrees, subject to the Combined Terms, to permit Customer to use the Product(s) from the date of actual delivery of the Product(s) to Customer until the end of the Rental Period set forth in a Product Order Form (the "Use Period").

(b) The Use Period will automatically renew for additional twelve (12) month terms unless either party elects not to renew by providing a minimum of ninety (90) days written notice to the other party prior to the end of the then-current Use Period. The Use Period is otherwise terminable only in accordance with Section 5.

(c) Where the Product(s) are supplied on a rental with option to purchase basis, as indicated in the Product Order Form, title in Product(s) shall pass to Customer subject to Section 8 and any terms specified in the Product Order Form only after payment is made in cleared funds of all sums (including interest and charges) due from Customer to Optos in respect of the relevant Product(s).

**2. Rental Payments.**

(a) The Rental Payment shall be payable by Customer to Optos in respect of each month (or part month on a pro-rata basis) falling within the Use Period and will be the sum of the Usage Charges set forth on the Product Order Form. If a Minimum Rental set forth on the Product Order Form for any month (or pro rata part month (if any)) of the Use Period as set forth in the Product Order Form applies, in each and every month or pro rata part month (if any) where the applicable Minimum Rental is higher than the Rental Payment due for that period, that Minimum Rental shall be payable by Customer to Optos instead of the Rental Payment. Where Usage Charges based on the number of patients apply, each Product usage on a separate occasion for a single patient shall be deemed an additional Product usage.

(b) Optos shall invoice Customer in respect of each month (or part of a month on a pro-rata basis) falling within the Use Period for the sums payable in accordance with Section 2 (a) based on usage reports generated by Optos from the Products; if the usage reports are, for any reason, unavailable for any month, Optos shall invoice for the Minimum Rental and the invoices will be reconciled when reporting access is again available. Customer will pay such invoices by Direct Debit ("ACH"), which will be collected monthly twenty (20) to twenty-five (25) days after the date of invoice. Customer shall provide such additional details and sign such additional documentation as is reasonably required by Optos to effect the Direct Debit ("ACH").

**3. Customer Rental Obligations.**

This Section 3 shall continue in full force and effect at all times while the applicable Product(s) are in Customer's possession and Customer does not have title to such Product(s).

(a) Customer shall at all times keep the Product(s) on a working Internet connection and will allow Optos or its representatives to access and inspect the Product(s) on request at any reasonable time at the premises where the Product(s) are located.

(b) Customer shall not permit any third party other than Optos' appointed service representatives to perform any maintenance, repairs, modifications or adjustments to any part of the Product(s) (including without limitation, any software comprised or constituted therein);

(c) The Product(s) shall at all times be personal property regardless of the manner it may be affixed or attached to any real property. Customer agrees to keep and maintain on the Product(s) any signs or labels indicating Optos' ownership of the Product(s) and not to permit any other indications of ownership to be placed on any of the Product(s).

(d) Customer agrees the Product rental is a "Finance Lease" as defined in Article 2A of the Uniform Commercial Code ("UCC"). The Product rental was made in and deemed to be performed in the Commonwealth of Massachusetts and shall be governed and construed in accordance with the laws of Massachusetts. Customer hereby agrees (i) to waive any and all rights and remedies granted under UCC Sections 2A-508 through 2A-522, and (ii) that the Product(s) will only be used for business purposes and not for personal, family or household use. Customer agrees to execute and deliver any financing statements or similar documents as may be requested by Optos providing notice of the Product(s)'s status as equipment owned by Optos and leased by Customer.

(e) Customer will keep the Product(s) insured under a fully comprehensive policy of insurance from the date of the Product Order Form at Customer's expense with an insurance company approved by Optos, which approval may not be unreasonably withheld, in the amount set forth on the Product Order Form. The insurance shall name Optos as sole loss payee, so all insurance

proceeds payable under such policy with respect to the Product(s) shall be payable solely to Optos. On Optos' request from time to time, Customer shall provide to Optos a certificate evidencing such insurance.

(f) Customer shall keep the Product(s) free and clear of all levies, liens and encumbrances and shall pay when due all fees, taxes and assessments which may at any time be imposed on the ownership, use, lease, rent, or sale of the Product(s), excepting only taxes based on Optos' income.

**4. Maintenance of Rental Product(s).** Optos Support Services are included at no additional cost for all rented Product(s) during the Use Period. A credit of 1/20 of the Minimum Rental will be applied for each full working day the Product(s) is inoperable (other than because of Customer's use of the Product(s) not in accordance with the Combined Terms) beyond forty-eight (48) hours from the time of Customer's notification of the issue to Optos.

**5. Terminating the Rental.** Optos may terminate the Use Period immediately upon written notice to Customer if (i) any Minimum Rental or any other sum payable under the Combined Terms is not paid within twenty-five (25) days of its invoice; (ii) Customer breaches any of the other terms of the Combined Terms; (iii) Customer (or any general partner if Customer is a partnership) has ceased operating in the normal course of business, becomes, or in Optos' reasonable opinion is in danger of becoming, insolvent; all or a substantial portion of the assets of Customer (or any general partner of Customer) are transferred to an assignee for the benefit of creditors, to a receiver, or to a trustee in bankruptcy; or a proceeding is commenced by or against Customer (or any general partner of Customer) for relief under bankruptcy or similar laws; or Customer (or any general partner of Customer) is adjudged bankrupt; or (iv) the Product(s) are destroyed or the insurers treat a claim under the policy of insurance taken out under clause 3(e), on a total loss basis.

**6. Consequences of Rental Termination.** If the Use Period expires or is terminated under Section 5, Optos may immediately or at any time thereafter cease Customer's right to possession of the Product(s). If Optos does so, and without limiting any other remedies Optos may have at law or inequity, then:

(a) Customer will no longer be considered to be in possession of the Product(s) with Optos' consent, and Customer must immediately comply with Section 7 of these Rental Terms;

(b) the licence granted by Optos to Customer to use any Optos software shall terminate immediately and Optos may elect to remotely terminate Customer's access to the software;

(c) Customer will immediately pay to Optos all Rental Payments and other sums due that are outstanding under the Combined Terms at the date of termination and the cost of repairs needed to put the Product(s) into good repair and condition;

(d) Optos may require Customer to reimburse Optos for all actual and reasonable costs and expenses (including, without limitation, any legal costs) incurred by Optos in retaking possession of, storing and transporting the Product(s) and in enforcing any of the terms of this Contract; and

(e) In addition to the foregoing Optos may, in its sole discretion, require Customer to pay a sum equal to an amount equal to 100% of future Minimum Rental payments due under the Combined Terms, plus interest at the rate equal to the lesser of 1.5% per month or the maximum allowed by law calculated on the number of days such payment is delinquent (except in respect of costs and expenses incurred by Optos where the interest shall be calculated from the date each such cost or expense was incurred).

**7. Rental Termination – Product(s) Return.** When Customer's right to possession of the Product(s) under these Rental Terms ends for whatever cause, then Customer shall allow Optos access to the Product(s) not later than the date of expiry or termination during normal business hours, and the terms of this Section 7 shall apply.

(a) The Product(s) shall be in good repair, condition and working order, excepting only ordinary wear and tear resulting from proper use of the Product(s). Customer shall be responsible for backing up and then deleting all data from any software included with the Product(s).

(b) On expiry of the Use Period without renewal (but not on termination of the Use Period pursuant to Section 5), return freight expenses incurred in the removal of Product(s) from the Installation Site will be Optos' responsibility. If Product(s) have been moved from the Installation Site without Optos consent, or on termination of the Use Period pursuant to Section 5, Customer shall be responsible for all return freight expenses incurred in the removal of Product(s).

(c) Customer will be responsible for any damage caused to the premises by the removal of the Product(s) and will hold Optos harmless against any claim made by any third party in respect of such damage.

(d) If Customer does not allow Optos access to the Product(s) on expiry or termination of this Contract, Customer will be responsible for its safe custody and will pay damages for the period of delay of an amount equal to the Minimum Rental and any other charges which would have been payable by Customer for the comparable period of time under the Combined Terms if it had not been terminated.

**8. Rental with Option to Purchase.** If Product(s) are supplied on a rental with option to purchase basis, as indicated in the Product Order Form, Customer is, during the Use Period and if not then in breach of any of the Combined Terms, entitled to exercise the option to purchase Product(s) to which this clause applies at the time specified, or on the satisfaction or occurrence (as applicable) of the conditions specified in the Product Order Form as "Optional Purchase Terms for Product(s)". Customer shall provide written notice to Optos if it elects to exercise its purchase option. On Optos' receipt of such notice, the parties shall comply with any other terms specified as "Optional Purchase Terms for Product(s)", including, without limitation, Customer shall make payments due to Optos (if any). Once all such terms have been complied with, Optos shall confirm in writing the transfer of title to the Product(s) to Customer, and the Product(s) shall thereafter be subject to the Supply Terms as if originally acquired by Customer on a purchase basis.