

**Product Addendum to
Previously Executed Product Purchase Agreement**

This Addendum ("Addendum") is made and entered into as of this _____ (the "EffectiveDate") shall serve as an Addendum to the previously executed Purchase Agreement between _____, (Customer) and between Mindsight Medical, LLC, a Delaware limited liability company ("Mindsight")

The Parties agree and acknowledge that this Addendum of additional products to the Purchase Agreement describes the various products that Customer may order for use on its patients in the sole discretion of Customer. The details outlined below for the products and prices apply to all payors and were agreed to through arms- length negotiation between the Parties.

Additional Products

DHAM0012	Biovance	Human Amniotic Membrane Allograft	1x2	2	\$250
DHAM0022	Biovance	Human Amniotic Membrane Allograft	2x2	4	\$500
DHAM0023	Biovance	Human Amniotic Membrane Allograft	2x3	6	\$750
DHAM0033	Biovance	Human Amniotic Membrane Allograft	2x4	8	\$1,000
DHAM0035	Biovance	Human Amniotic Membrane Allograft	3x3.5	11	\$1,375
DHAM0044	Biovance	Human Amniotic Membrane Allograft	4x4	16	\$2,000
DHAM0055	Biovance	Human Amniotic Membrane Allograft	5x5	25	\$3,125
DHAM0066	Biovance	Human Amniotic Membrane Allograft	6x6	36	\$4,500

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first set forth above.



STANDARD TERMS AND CONDITIONS OF SALE

1. The Customer as the “Buyer” or “Customer” and Mindsight Medical, LLC as the “Seller”, whereby both are deemed a “Party” individually and collectively the “Parties”, agree to the following:

2. Acceptance.

SELLER’S ACCEPTANCE OF BUYER’S PURCHASE ORDER IS EXPRESSLY MADE CONDITIONAL ON BUYER’S ACCEPTANCE OF THE FOLLOWING TERMS AND CONDITIONS OF SALE, WHICH ARE IN LIEU OF ANY ADDITIONAL OR DIFFERENT TERMS CONTAINED IN BUYER’S PURCHASE ORDER OR OTHER DOCUMENT OR COMMUNICATION PERTAINING TO BUYER’S ORDER OR THE GOODS. BUYER’S ASSENT TO THE TERMS AND CONDITIONS CONTAINED IN THIS DOCUMENT SHALL BE CONCLUSIVELY PRESUMED FROM BUYER’S ACCEPTANCE OF ALL OR ANY PART OF THE GOODS OR FROM PAYMENT BY BUYER FOR ALL OR ANY PART OF THE GOODS. NONE OF THESE TERMS AND CONDITIONS MAY BE ADDED TO, MODIFIED, SUPERSEDED OR OTHERWISE ALTERED, EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY AN AUTHORIZED EXECUTIVE OF SELLER. FAILURE OF SELLER TO OBJECT TO ANY TERMS OR CONDITIONS WHICH MAY BE CONTAINED IN ANY DOCUMENT OR FORM OF BUYER SHALL NOT BE CONSTRUED AS A WAIVER OF THESE CONDITIONS, NOR AS AN ACCEPTANCE OF ANY SUCH TERMS AND CONDITIONS.

3. Payment Terms.

Payment is due Net sixty (60) days from date of shipment.

All amounts due and owing are deemed late commencing on day Sixty One (61) days from the date of shipment (“Late Payment Date”). Seller shall accrue interest from such Late Payment Date at the rate of 1.5% per month multiplied by the amount due (which shall include principal and all prior interest accrued but unpaid) or the maximum amount allowed by applicable law, whichever is less, until paid.

4. Warranty.

Seller warrants that the goods supplied under this invoice (the “Goods”) are regulated under 21 C.F.R. Part 1271 as human cells, tissues, and cellular and tissue-based products (HCT/Ps) and shall conform to all applicable U.S. Food and Drug Administration requirements. THE FOREGOING WARRANTY IS SELLER’S SOLE WARRANTY WITH RESPECT TO THESE GOODS. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. SELLER’S LIABILITY FOR BREACH OF WARRANTY HEREUNDER IS LIMITED SOLELY TO THE REPLACEMENT OF THE NON-CONFORMING GOODS, WHICH SHALL BE RETURNED TO SELLER’S FACILITY, TRANSPORTATION CHARGES PREPAID BY BUYER.

5. LIMITATION OF LIABILITY.

EXCEPT FOR LIABILITY ARISING OUT SELLER'S GROSS NEGLIGENCE OR WILFULL MISCONDUCT, SELLER'S LIABILITY TO BUYER, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE, SHALL NOT EXCEED IN ANY CASE THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY BUYER FOR ALL PRODUCTS PURCHASED FROM SELLER DURING THE PREVIOUS TWELVE (12) MONTHS AND UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR SPECIAL, IN DIRECT OR CONSEQUENTIAL DAMAGES. THE PRICE STATED FOR THE GOODS IS CONSIDERATION FOR LIMITING SELLER'S LIABILITY.

6. Claims.

Claims by Buyer for shortages or errors in delivery must be made to Seller via electronic mail within ten (10) days after the delivery of the Goods.

7. Consignments.

If the Buyer is granted the option of consigned inventory; this consigned inventory will be subject to a separate consignment agreement.

8. Returns.

Customer may return product to Mindsight within 30 days of the original invoice date. No Goods shall be returned for credit without first obtaining authorization from Seller's Customer Service department. In order for the product to qualify for a reimbursement or credit of the amount paid by customer, product must be in its original condition, unopened, have no markings, and have confirmation that it was properly stored. Frozen tissue products and expired products are not able to be accepted for return.

9. Shipment.

Delivery terms are F.O.B. Seller's point of shipment at Seller's distribution facility. Title and risk of loss shall pass to Buyer upon delivery of Goods to carrier. Buyer shall pay actual, invoiced, freight charges from the point of shipment to the point of delivery.

10. Security Interest.

Shipments by Seller shall at all times be subject to the approval of and requirements of the credit department of Seller, including the requirement that Buyer pay part or all of the purchase price in advance. Seller retains a purchase money security interest in all Goods not paid for in full, notwithstanding that the goods have been delivered to Buyer, and Buyer hereby authorized Seller to execute and file financing statements describing the Goods, and other document which may be requested by Seller to evidence its security interest.

11. Cancellation.

Orders accepted by Seller are subject to cancellation by Buyer only upon the express written consent of Seller. Upon such cancellation and consent, Seller shall cease work and hold for Buyer all completed and partially completed articles and work in progress and Buyer shall pay Seller: for all work and materials that have been committed to and/or identified to Buyer's order plus a cancellation charge as prescribed by Seller, in addition to a reasonable profit to Seller on the entire contract.

12. Indemnification.

Each Party (the “Indemnifying Party”) agrees to save and hold the other Party (the “Indemnified Party”) harmless from any claims, demands, liabilities, costs, expenses or judgments arising in whole or in part, directly or indirectly, out of the gross negligence or wilfull misconduct by Indemnifying Party or it’s customers, agents, employees or invitees. This indemnification shall include all costs, attorney’s fees and other expenses paid or incurred by or imposed upon Indemnified Party in connection with the defense of any such claim

13. Governing Law.

THIS AGREEMENT, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES, SHALL BE GOVERNED BY AND INTREPRETED UNDER THE LAWS OF THE STATE OF TEXAS. ANY SUIT OR LITIGATION RELATED TO OR ARISING OUT OF THIS AGREEMENT MUST BE FILED IN A COURT IN DALLAS COUNTY, TEXAS, AND THE PARTIES AGREE THAT THIS MANDATORY VENUE PROVISION IS ENFORCEABLE.

14. Default.

In the case of default or breach by Buyer in the performance of any or all of the provisions of this agreement, including non-payment by the Late Payment Date of any outstanding invoice, Seller may cancel any outstanding order from Buyer and declare all obligations immediately due and payable. Buyer shall in addition, be liable for Seller’s expenses incurred in exercising any remedies available to it, including reasonable attorney’s fees and legal expenses. All unpaid obligations shall bear interest at the contract rate provided under terms of payment above.

15. Dispute Resolution.

If any controversy should arise between Buyer and Seller in the terms and conditions, obligations, performance, interpretation, or application of this Agreement, the Parties hereby agree to make a good faith effort to resolve any such controversy between the Parties with a maximum time span of 60 days past the Late Payment Date, the “Good Faith Window” If after the Good Faith Window, the Parties are still unable to resolve any such controversy, either Party may serve upon the other party a written notice stating that such party desires to submit the controversy to the dispute resolution process described herein. In that event, the parties hereby agree to submit any such dispute to mediation under the AHLA Alternative Dispute Resolution Service Rules of Procedure for Mediation (the “**Procedures**”). If any dispute is not resolved by mediation on or before (60) days after it is submitted to the AHLA for resolution, the dispute shall by submitted to arbitration in accordance with the AHLA Alternative Dispute Resolution Service Rules of Procedure for Arbitration. The same person may serve both as the mediator and the arbitrator. Each party will pay an equal share of any costs incurred as a result of mediation or arbitration under this Agreement. THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

16. Product Assurance.

See SCHEDULE A

SCHEDULE A

Assurance on Benefit Verification and Prior Authorization Program

- In the event a third-party payor or Medicare denies coverage due solely to an error made by Mindsight Medical, LLC ("Mindsight") in researching and summarizing whether and under what circumstances and criteria (e.g. prior authorization, FDA-approved use) product is covered by the patient's insurance, Mindsight will credit the provider for its costs incurred specific to the products used to treat such patient.
- In order to be eligible for a credit, (i) the Provider must have provided Total Ancillary complete and accurate patient information on the Benefit Verification Request Form for each date of service, (ii) Total Ancillary must have verified the patient's benefits with his/her insurance and obtained prior authorization on behalf of the Provider for the use of Mindsight Products for the patient, if required by the patient's insurance, (iii) the Provider's use of Mindsight Products for the patient must have been fully compliant with all of the patient's insurance criteria, and (iv) the Provider must notify Total Ancillary of the third party payor's denial of coverage within three months from the corresponding patient's procedure date.
- Under the Assurance on Benefit Verification and Prior Authorization Program, Mindsight, and its affiliates do not guarantee reimbursement.
- Additional conditions and limitations apply:
 - Claim and EOB must be submitted to Total Ancillary for review at billing@totalancillary.com.
 - First level of appeal must be filed within insurance requirements.
 - Denial of appeal from payers needs to be sent to Total Ancillary.
 - Must agree to report the credit to the appropriate government payer or secondary insurer.
 - Must return any collected deductibles and co-payment to the patient and/or adjust the statement submitted to the government.
 - This program excludes all Medicaid cases (primary and secondary.)
 - Limited to cases that are on-label and in accordance with the conditions of coverage notes in the applicable local coverage determinations (LCD's) and medical policies for all products listed on the Product Pricing Agreement
 - Credits are limited to the purchase price for the product: do not cover any further patient care expenses or costs related to therapy. Provider must accept assignment/contracted rate.
 - Must be in accordance with the payer's documentation criteria.
- For more information about the Assurance on Benefit Verification and Prior Authorization Program, including how to apply for a credit under the Program, contact Total Ancillary at billing@totalancillary.com.



**CUSTOMER PRODUCT PRICING
AGREEMENT ADDENDUM
Signature Page**

Customer Name: _____

This Agreement is for the purchase of the products listed on the Mindsight Medical product agreement, enforceable by its terms and conditions when signed on behalf of both the customer and MindSightMedical, LLC.
This Agreement is subject to the terms and conditions, see attachments.

Client

MindSight Medical, LLC

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____