



CASH INSTRUMENT PURCHASE AGREEMENT

3760 Rocky Mountain Avenue
Loveland, CO 80538
Toll Free: 1-800-GO HESKA (800-464-3752)
Fax: 970-619-3007

Customer ID 592795

Customer Bill To / Ship To
Name: University of North Texas Health Science Center
Address: 3500 Camp Bowie Blvd. CBH-501
City/State/Zip: Ft Worth Texas 76107
Contact: [Redacted]
Phone: [Redacted]
E-Mail: [Redacted]
Heska Sales Rep: [Redacted]
Direct/Distributor: [Redacted]
Distributor Sales Rep: [Redacted]
Ship Date:
P.O. (if required):

* Chemistry and Hematology analyzers include 6 months of auto renewal controls at no charge. Clinics will be automatically enrolled in auto renewal upon expiration of 6 month complimentary controls, but have the option to opt-out.
** Special price on analyzers entitles customer to enroll in Heska's Member Advantage Program with discounted pricing on qualifying Supplies, including reagents. A Member Advantage Agreement MUST be signed and submitted with Instrument Purchase Agreement to receive discounted pricing on Supplies, including reagents.
ALL SALES ARE FINAL. HESKA WILL NOT ACCEPT RETURNS OF PRODUCT FOR REFUND OR CREDIT.

Table with columns: Qty, Description, Limited Warranty, Unit Price, Special Price**, Total. Includes items like Element HT50 Veterinary Hematology Analyzer and Element COAG Veterinary Analyzer. Sub-total: \$20,000.00. Accessories table and Trade-in table also present.

Terms and Conditions

The Customer has read this Agreement in its entirety including the Heska Corporation Master Warranty and General Terms and Conditions of Sale or Rental ("MWTC") and Non-Human Use Agreement, and agrees that it is the complete and exclusive statement of the agreement by and between the parties, which supersedes all proposals, oral or written, and all other communications and prior agreements between the parties related to the subject matter of this Agreement.

This Agreement to purchase or lease is entered into on _____ 20____
Customer (please print): _____
Authorized Signature: _____

Heska® Master Warranty and General Terms and Conditions of Sale or Rental (“MWTC”)

1. General Terms & Conditions. All Products and Services (as such terms are defined below) furnished by Heska Corporation its subsidiaries and affiliates (“Heska”) are delivered pursuant to these Master Warranty and General Terms and Conditions of Sale or Rental (“MWTC”) and the terms set forth in any agreement between the Heska and the customer specified therein (“Customer”) including, but not limited to, Heska's use agreement, rental agreement, or purchase agreement, if any, signed by the Customer and accepted by Heska (hereinafter “Agreement”). Heska and Customer may be referred to collectively herein as the “Parties.” No other terms or conditions in any Customer documentation that conflicts with or adds to the Agreement or these MWTC shall be binding on Heska. Customer’s placement of an Order for Products or Services constitutes Customer’s acceptance of the Agreement and these MWTC (“Order” or “Purchase Order”). Heska reserves the right to accept or deny Orders or Agreements, in its sole discretion. In any Agreement between Heska and Customer, the term or period of time for such Agreement, Customer’s promise to use Heska Products and/or Services during such term, and the quantity of Products committed to, if any, is not subject to cancellation, offset, further negotiation, or suspension by the Customer, except as expressly provided in such written Agreement. Customer’s acceptance of the Agreement shall constitute Customer’s acceptance of these MWTC. Customer acknowledges and agrees that different or additional terms in Customer’s Purchase Orders or any other Customer document shall be considered material alterations of the Agreement or these MWTC and are expressly rejected and shall not be effective without the written approval of an authorized Heska officer. These MWTC may be referred to in an Agreement as the “MWTC,” the “Terms and Conditions” or similar reference.

2. Products and Services; Definitions. Hardware, such as chemistry, blood gas, hematology, other clinical hardware analyzers, instruments, and infusion pumps shall be referred to as “Equipment”. The tests, reagents, tips, cups, calibration consumables, control consumables, start-up consumables, slides, panels, cards, and other such consumable items that are used in the normal operation of Equipment and dietary supplements, pharmaceuticals, vaccines, diagnostic tests and related parts, shall be referred to as “Supplies”. Any software provided by Heska is licensed to Customer on a non-exclusive basis and may only be installed and used for the intended purpose with and only with Equipment with which it was delivered (“Software”). Software is not assignable. Any software provided shall also be subject to the MWTC of the software license. Without waiving any other rights, Heska may terminate a license to Software if Customer fails to comply with these MWTC or the license. “Products” include one of any combination of Equipment, Supplies, and Software. Products, where applicable, carry a serial and/or lot control number and expiration date from which a manufacturing history of the Product can be derived. Customer shall not supplement, modify, reverse engineer, decompile, disassemble or otherwise alter, use for competitive benchmark, make available for competitor evaluation, or expose to such activity, any Product. “Services” are any service provided by Heska, including but not limited to laboratory services, diagnostic services, testing services, pathological services, clinical services and consultation services.

3. Delivery, Inspection and Acceptance. Equipment delivery, and installation and delivery of Supplies, is included in the shipping and handling charges, defined below. Customer agrees to receive Product when it is delivered. Customer shall inspect Product immediately upon receipt. Damage or inconsistencies with an Order shall be reported to Heska in writing within five (5) days of receipt of Product. If Customer fails to notify Heska in writing of any defect in the Product or Order within the applicable time period, such Product and Order is deemed unconditionally and irrevocably accepted by Customer. Customer agrees that its first clinical use of the Equipment or other Product is an unconditional acknowledgement that the Equipment and Product is in proper working order (subject to the Limited Warranty as defined herein) and such acceptance is irrevocable. ALL SALES ARE FINAL. HESKA WILL NOT ACCEPT RETURNS OF PRODUCT FOR REFUND OR CREDIT unless set forth herein. Heska shall not bear any liability or responsibility for any delay or for the non-delivery by the carrier. Should Customer have any questions concerning the temperature of Supplies

upon receipt, Customer shall immediately notify Heska's Customer Service Center at 1-800 GO HESKA (1-800-464-3752) option 1.

4. Shortage, Damage or Loss in Shipment. Customer must follow the Defective Product Procedures set forth herein for return requests for defective Product that is not the result of shipping damage. Except as otherwise provided herein, Heska will not be responsible for any damage to or loss of Product. Customer shall not open containers that are visibly damaged on arrival and shall immediately notify Heska and the carrier of the damage in writing. Upon receipt and inspection of the Product by Customer, if the amount of Product is not the amount Ordered or if the Product is damaged (not in transit), Customer shall immediately notify Heska at 1-800 GO HESKA (1-800-464-3752) option 1. If it is shown by documentation that Heska shipped less than the ordered amount, Heska will ship the remaining balance of Product Ordered when available. Heska will replace any Product determined to be damaged at the time of shipping or if shipped pursuant to Heska shipping and handling. Customer shall cooperate fully and at no charge to assist Heska in pursuing a claim of damaged Product against the carrier where Heska provided shipping.

5. Transportation, Title and Risk of Loss. Shipping and handling charges for outbound Orders are charged at a rate of twenty dollars (\$20) per shipment for non-Equipment shipments (including refrigerated Supplies) and three hundred fifty dollars (\$350) for each article of Equipment shipments, unless otherwise agreed to in writing prior to shipment, between the Customer and Heska. For Orders purchased through or shipped by authorized third parties, the third party's policy regarding transportation charges will apply and the Customer's recourse is solely through the distributor. Actual costs of any special or expedited shipping and handling requested by the Customer will be invoiced to and paid by the Customer. C.O.D. Orders will be billed at list price plus an additional \$10.00 C.O.D. service fee. Where the standard shipping and handling charges are not applicable, the shipping terms for all sales are Ex Works (EXW), Incoterms 2010, Heska's designated location. Title to Products (subject to Heska's rights as an unpaid seller) and risk of loss shall pass to Customer upon delivery to the carrier for shipment to Customer, unless shipped pursuant to a use or rental agreement or other agreement accepted by Heska that specifies that Heska shall hold title, in which case Heska shall maintain title. Heska reserves the right to make delivery of Products ordered by Customer in installments, with each shipment being treated as a separate transaction hereunder.

6. Product Handling. Customer must store, handle and use Products in strict compliance with the labeling, package insert instructions, user manuals, industry best practices, applicable local, state, and federal laws and regulations, and any other instructions or guidelines Heska may publish or communicate now or in the future. Customer is responsible for direction, supervision, training, certification, and qualification of Customer staff using Products. Products will be used only under environmental conditions normal and customary in a veterinary hospital, and by trained professionals under Customer's supervision that have knowledge and training to properly and safely use them.

7. Quotations and Pricing. Prices are agreed to by the Parties when they are: (i) set forth in the Agreement, (ii) signed by the Customer, and (iii) accepted by Heska. All prices, including but not limited to prices for Products, Services, shipping and returned checks are in U.S. dollars and subject to change without notice solely by Heska, unless otherwise agreed to in prior writing by Heska and the Customer. Although Heska endeavors to advise customers of changes in prices, the prices in effect at the time Orders are placed will apply unless otherwise agreed to in prior writing by Heska and the Customer. Prices of any type do not include applicable Taxes and Fees (as defined below).

8. Orders. Orders are subject to acceptance by Heska, and may include a credit check. Heska reserves the right to accept or reject any order for Product (herein "Order" or "Purchase Order"). If the Order or Purchase Order terms conflict with the Agreement or these MWTC, the Agreement or these MWTC will govern and control, and all additional or conflicting provisions from Customer are expressly rejected without notice or action, unless expressly approved in writing in the Agreement by an authorized Heska officer. Customer may submit Orders for Supplies via email, on-line, fax, or phone by referencing the Supplies part number, the applicable Price to be paid by Customer, as set

forth and represented by Customer as in a valid, paid-up, in force Agreement, or List Price, as applicable, indicating the quantity, requested delivery date that is at least 10 business days in the future, and terms consistent with the Agreement. Heska will verbally or in writing confirm with Customer Purchase Order details. Heska will ship and bill Customer for the Supplies in the quantity identified on the Purchase Order, according to the terms of the Agreement and these MWTC. Heska will make commercially reasonable efforts to deliver to Customer Ordered Supplies using industry standard methods, refrigeration, and carriers. Each shipment of Supplies will incur a shipping charge as provided herein. Heska may make partial shipments of Supplies against a single Purchase Order, but Heska will not charge an extra shipping fee for additional shipments required to fulfill that Purchase Order.

9. Taxes/Fees. Any sales tax, excise tax, use tax, VAT tax, assessment, inspection or testing fee, transportation costs, shipping fees, customs, export compliance, insurance or any other tax, fee, or charge of any nature whatsoever imposed currently or in the future on Heska or by any federal, state, local or other governmental authority, upon or with respect to the sale, rental, possession, purchase, delivery, shipment, storage, processing, use, or consumption of any of the Products or Services covered by the Agreement and these MWTC, including taxes, fees or charges including those measured by the receipts from the sale of such Products or Services (individually or collectively, "Taxes and Fees") shall be paid by Customer. Except as expressly provided to the contrary in the Agreement, in addition to the prices quoted or invoiced all Taxes and Fees shall be the Customer's responsibility. Customer agrees to pay, without delay, and to hold Heska harmless from all of the Taxes and Fees and any penalties for Customer's failure to timely pay Taxes and Fees. Customer hereby indemnifies on a net after-tax basis, against the loss of (including recapture), inability to claim, or disallowance or deferral of, as determined in good faith by Heska, any Equipment ownership or lease or rental related federal and/or state income tax benefits anticipated by Heska at the effective date ("Tax Benefit"), if such Tax Benefit loss results from any of Customer's acts or omissions or any inaccuracy of Customer's statements or information. In the event Heska is required to pay any Taxes and Fees, the Customer shall upon demand immediately reimburse Heska for any such amount paid by Heska. Where applicable, Customer must provide Heska with a current tax exemption certificate, a resale certificate and any other documentation required by the appropriate taxing authority.

10. Resale and Export; No Conflict. Customer agrees that the purchase of the Products is solely for Customer's use and benefit for the normal and ordinary use and intended purpose and Customer acknowledges and agrees that Customer shall not sell, rent, lease, loan, or export any Product to any other person including distributors. Customer represents and warrants to Heska that its execution and delivery of the Agreement will not conflict with or result in a breach of, constitute a default, or require any notice under any contract or other arrangement to which Customer is a party or by which it is bound.

11. Terms of Payment. Unless otherwise defined in the Agreement, the following terms of payment shall apply: Heska will generate and mail or otherwise deliver to Customer an invoice upon shipment of each Order. Payment is due from Customer thirty (30) days from the invoice date. Payments shall be made by check, money order, credit card or electronic funds transfer in U.S. funds, provided however that under certain programs or agreements for use or rental, selection of non-EFT methods may incur an additional convenience fee to the Customer. If a Customer's account becomes delinquent, Heska, at its sole option, will stop shipments until the account is brought current, charge interest charges on overdue amounts at the rate of one and one-half percent (1.5%) per month, eighteen percent (18%) per year or the highest amount allowed by law (whichever is less), and/or change any credit terms provided to Customer or require prepayment on Orders. Non-payment of any invoice for over thirty (30) days constitutes Customer's breach of this Agreement, accelerates the amounts due by Customer pursuant to any Agreement, and relieves Heska of the responsibilities defined herein including for delivery and Limited Warranty. If Heska retains a collection agency and/or

attorney to collect overdue amounts, all collection costs, including attorney's fees and court costs, shall be paid by Customer. Once all amounts due have been brought current, Heska reserves the right, at its sole option, to make the account C.O.D. or require pre-payment on Orders for one full year from last collection payment received. Customer will pay all additional costs for C.O.D. shipment. Payments shall be remitted to the address shown on the statement or invoice, including Customer account number and/or invoice number to ensure appropriate application. A thirty-five dollar (\$35.00) fee will be charged for all returned checks. Heska shall have no liability or other responsibility to Customer for any financing arrangements (including, but not limited to, loans or lease arrangements) made by Customer with third party lenders to purchase Products from Heska. Please submit written billing disputes to: Heska Corporation, Attention: Accounts Receivable, at the address specified on the invoice. For questions about remitting payment or written billing disputes, Customer should contact Heska's Accounts Receivable department at 800-464-3752.

12. Limited Warranty. The Limited Warranty, defined below, is exclusively available to Customer, directly from Heska and is not assignable or transferable. Heska, in its reasonable discretion, shall determine if any given Product or Service is defective under the Limited Warranty. Together the New Equipment Limited Warranty, the Used Equipment Limited Warranty, the Software Support, the Services Limited Warranty, and the Supplies Limited Warranty (as each are defined below) shall be referred to collectively herein as Heska's "Limited Warranty." Heska's sole obligation and Customer's sole remedy for any breach of the Limited Warranty is the replacement or repair of any non-conforming Equipment or Supplies as specified in the Defective Products Return Procedure below, or in the case of Services, repeating the Service. The Customer expressly agrees that no amounts due Heska from the Customer shall be subject to delay, offset, or renegotiation by the Customer by way of claims based upon the performance, delay, insufficiency, or non-performance of the Limited Warranty.

a. **Equipment:** Heska warrants that its Equipment sold or rented as new will conform to Heska's written specifications and will be free from defects in materials and workmanship for twelve months from the date they are shipped to the Customer ("New Equipment Limited Warranty") unless limited in the Agreement, or specified to be a reconditioned (used) device at time of sale or transaction, in which case such used or refurbished Equipment will conform to Heska's written specifications and will be free from defects in materials and workmanship for ninety (90) days from the date such Equipment is sold or leased/rented ("Used Equipment Limited Warranty").

b. **Software:** Heska will support Software for twelve months from the date of delivery to the Customer. Software is supported, not warranted. Heska shall provide bug fixes to Software to Customer at no charge, provided, however, such bug fixes may incur labor charges. Software support does not include Equipment or support of third party equipment or software. Heska retains all rights to Software. Software is licensed, not sold. Software is not transferrable without the express written, prior consent of Heska ("Software Support").

c. **Supplies:** Heska warrants that unless limited in the Agreement its Supplies will conform to Heska's written specifications and will be free from defects in materials and workmanship for twelve months from the date of shipment or the shelf life designated on the Supplies or published documentation, whichever is shorter, as long as the Customer ensures the Supplies are maintained in compliance with Heska's storage and use requirements ("Supplies Limited Warranty").

d. **Services:** Heska's warrants its Services are performed to industry standards at the time of performance. Heska's sole obligation for Services and Customer's sole remedy for breach of this Limited Warranty in Heska's performance of any Service is limited to Heska repeating the Service ("Services Limited Warranty").

e. **Warranty Support and Cooperation:** Customer must contact Heska's Technical Support Services ("TSS") with any questions regarding the Equipment or its operation. Customer agrees to cooperate fully with TSS. If Heska exchanges Equipment, Customer agrees to properly pack (at Customer's expense) and ship (at Heska's expense and direction using Heska directed shipper)

return Equipment to Heska. Customer agrees to resolve in good faith issues with Equipment or Limited Warranty and to cooperate with Heska to do so. Customer agrees to not tamper with Equipment insignia, markings, or serial number or any configuration that would allow Equipment to use Supplies or Software from anyone other than Heska.

f. **Warranty Exclusions:** The Limited Warranty does not cover and Customer will be charged for: (1) damage to the Product due to accident, neglect, misuse, fire, water, weather, or failure to use the Product according to Heska's recommended routine handling, storage, maintenance, operating procedures, instruction manuals and sample handling guidelines; (2) damage to the Equipment as a result of the use of supplies, cleaning agents, or user replaceable parts that are not pre-approved by Heska for use with the Equipment or are provided by anyone other than Heska; (3) use of associated parts provided by third parties, including, but not limited to, computer components, printers, software, and other consumable parts; (4) damage from alteration, modification or service by someone other than Heska; (5) expired Supplies; (6) damages caused by Customer's delay in notifying Heska of or continued use of damaged Product; (7) Customer's failure to use reasonable care or to use the Products in a manner consistent with industry and environmental norms; and (8) events where the Product is not otherwise covered under Limited Warranty, including Customer's failure to notify Heska of a claim in writing prior to the expiration of the Limited Warranty. **THE LIMITED WARRANTY IS EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES. HESKA SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR PARTICULAR PURPOSE, USE OR APPLICATION, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR ARISING FROM THE COURSE OF DEALING BETWEEN THE PARTIES OR USAGE OF TRADE, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF HESKA. HESKA MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED.**

13. **Defective Products Return Procedure.** Defective Product is defined as Product that does not conform to Heska's Limited Warranty. If Customer believes that any Product purchased directly from Heska does not conform to the Limited Warranty, Customer should notify Heska in writing and call Customer Service at 1-800 GO HESKA (1-800-464-3752). Heska's sole obligation and Customer's sole remedy for any breach of this Limited Warranty is the replacement or repair of any non-conforming Product or parts as specified in the Defective Products Return Procedure, or in the case of Services or Software Support, repeating the Service or Software Support. If Customer purchased Supplies from one of Heska's authorized distributors, the Customer should notify the distributor promptly as Heska's Limited Warranty does not apply. Within five (5) days of receipt of Products, Customer shall notify Heska in writing of any complaint that Customer may have concerning a defect in the Product. If Customer intends to reject defective Product delivered hereunder, it must specify the grounds therefor to Heska in writing. If no notice is received from the Customer within five (5) days of receipt of the Product, the Product delivered hereunder shall be deemed unqualifiedly accepted as of the date of delivery and the Customer will be conclusively presumed to have waived all such claims and complaints, except as permitted by Heska's Limited Warranty hereunder. Heska has no obligation to repair or replace defective products purchased or acquired from unauthorized distributors, resellers, or internet or grey market acquisition or any source not Heska.

a. **Defective Equipment:** Defective Equipment may only be repaired or replaced, in Heska's sole discretion, as set forth herein. If Equipment (excluding Supplies) fails to perform to Heska's specifications due to defects in material and/or workmanship ("Defective Equipment"), under normal and proper use and operating environment and with proper maintenance (subject to ordinary wear and tear) during the applicable Limited Warranty period, and if Heska receives notice of such defects during the applicable Limited Warranty period, Heska will, at Heska's sole discretion, either repair or replace with a new, used, or refurbished or remanufactured Equipment free of any such defects ("Exchange") any Equipment which proves to be a Defective Equipment. Equipment that is replaced with Exchange is Heska's property. Upon proper notification by Customer and Customer's

compliance with the procedure set forth below, Heska will repair or replace, at Heska's sole discretion, defective Equipment with new or reconditioned Equipment without charge to the Customer. Heska will pay for all shipping charges incurred in returning and replacing defective Equipment using common carrier Two-Day shipment. If Customer requests expedited shipping, Heska will use its reasonable efforts to comply upon request, provided Heska agrees in advance to expedite the shipment.

b. Defective Supplies: Expired, damaged, misused, improperly stored, tampered with Supplies cannot be returned for replacement, refund or credit and must be properly disposed of by Customer at Customer's expense. Upon proper notification by Customer and Customer's compliance with the return procedure set forth below, Supplies which fail to comply with the Limited Warranty may be returned for replacement pursuant to provisions herein.

c. Return Procedure for Defective Product: Heska will not accept any Product returns without a Heska-issued "Returned Goods Authorization" (RGA) number and/or a Heska-issued "Return Service Label" (RSL). Customer shall notify Heska of defective Product in writing or by phone conversation with an authorized Heska Customer Service representative at 1-800 GO HESKA (1-800-464-3752) and Heska, in its sole discretion, will issue an RGA number or provide Customer a Heska-issued RSL. Any defective Product or Product covered by a Heska Limited Warranty to be returned to Heska must be accompanied by a Heska-issued RGA number or a Heska-issued RSL. All Equipment returned to Heska must be packaged appropriately per Heska instructions and in a Heska-approved shipping box. Once the Customer has an RGA number or RSL, the Customer should ship the defective Product or Product covered by a Heska Limited Warranty to the address specified by the Customer Service Center, Heska shall have no obligation to replace, repair, or return any Product returned without a Heska-issued RGA number and/or Heska-issued RSL, and the Customer shall bear all expenses incurred by such unauthorized return. Any Customer who returns Product to Heska without an RGA number or RSL shall be charged storage for thirty (30) days, and thereafter Customer authorizes the disposal of such Product by Heska. All costs incurred by Heska in the storage and disposal of such Product shall be paid by Customer. Unless specifically noted otherwise in writing, return of Products with a Heska-issued RGA number or RSL constitutes the Customer's authorization for Heska to replace or repair such Products subject to Limited Warranty and to invoice the Customer for any and all reasonable costs of replacement, repair, labor, parts and freight on items not covered by the terms of Heska's Limited Warranty, if any. Such authorization includes charges for handling and shipping of returned Products found not defective. The Customer shall bear the risk of loss or damage during transit of Product whether or not the Product meets Heska's Limited Warranty requirements. Any returned defective Product that is replaced shall become the property of Heska and Customer shall sign any necessary paperwork to transfer ownership. If Heska elects to replace any defective Product, Heska will use reasonable efforts to replace the Product with like-for-like replacement, subject to availability. In the case of Equipment, like-for-like shall be of reasonably similar or better model, revision, age (within 18 months of manufacture date of Equipment being replaced), and cosmetic condition. If applicable, the replacement Order will be in full shipping units, with freight paid by Heska. No return or delay of replacement or repair of Product shall relieve Customer of its obligation to make payment in full and as due for the Product.

14. Limit of Liability. ANYTHING TO THE CONTRARY HEREIN OR IN ANY AGREEMENT NOTWITHSTANDING: HESKA SHALL HAVE NO LIABILITY WHATSOEVER FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY, OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO THE PRODUCTS OR NON-CONFORMITY WITH WARRANTY. IN NO EVENT WILL HESKA BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER DAMAGES OR INJURY OF ANY KIND OR AMOUNT, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOSS OF GOODWILL, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF, IN CONNECTION WITH, OR RELATED TO THE

AGREEMENT, THE PURCHASE ORDER, OR THESE MWTC, WHETHER OR NOT HESKA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL HESKA'S LIABILITY TO CUSTOMER EXCEED THE PURCHASE PRICE OF ANY PRODUCT OR SERVICE PAID BY CUSTOMER TO HESKA. THIS AGREEMENT SHALL NOT BE DEEMED OR CONSTRUED TO CREATE ANY RIGHT IN ANY THIRD PARTY.

15. Term and Termination. The Term is set forth in the Agreement. The Agreement is not cancellable by Customer. Heska may terminate the Agreement for any or no reason upon thirty (30) days written notice or as specified in the Agreement.

16. Default. Customer shall be in default of the Agreement if any of the following occurs during the Term: (i) Customer fails to pay any Payment or other sum when due under the Agreement or any other agreement with Heska; (ii) Customer breaches any warranty, representation, or other obligation or term of these MWTC, the Agreement or any agreement with Heska; (iii) Customer becomes insolvent or unable to pay Customer's obligations when due; Customer stops doing business as a going concern; Customer merges, consolidates, or transfers all or substantially all of its assets; Customer makes an assignment for the benefit of creditors; or Customer undergoes a substantial deterioration in Customer's financial condition; or (iv) Customer, any guarantor, or any partner or member voluntarily files or has filed against it involuntarily, a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other similar present or future federal or state/province bankruptcy or insolvency law, or a trustee, receiver, or liquidator is appointed for Customer. Upon Customer's default, Heska may pursue any and all remedies available at law or in equity and/or as specified in the Agreement.

17. Indemnification. Customer agrees that it shall indemnify, protect, defend, and hold harmless Heska, its officers, directors, employees, customers, and agents from and against any and all claims, losses, liabilities, damages, expenses, and costs (including reasonable attorneys' fees and court costs) related to Customer's or its agents' or employees' acts or omissions, use or misuse of the Products or Services, non-compliance with applicable laws and regulations, and Customer's breach of or default under the Agreement, the Purchase Order, or these MWTC. Customer agrees that in connection with Customer's obligations hereunder, Heska may, in its sole and absolute discretion, engage legal counsel at Customer's expense.

18. Insurance Requirements. Customer agrees to maintain worker's compensation and liability insurance in amounts sufficient to protect the financial security of Customer and to provide copies of the policies or satisfactory insurance certificates upon request by Heska. Without limiting the generality of the foregoing, Customer shall, at its own expense, maintain in force with reputable insurers policies of commercial general liability insurance with policy limits of at least Two Million U.S. Dollars (USD \$2,000,000.00) each occurrence including without limitation for bodily injury and blanket contractual liability, Two Million U.S. Dollars (USD \$2,000,000.00) each occurrence for damage to property, or, alternatively, Two Million U.S. Dollars (USD \$2,000,000.00) combined single limit each occurrence for injury and property damage combined. Heska shall be named as an additional insured on Customer's liability insurance and Customer's insurance shall be primary for any claim made by a third party. Customer's insurer shall waive any and all subrogation rights against Heska or its insurers. The fact that Customer maintains such insurance shall not limit Customer's other obligations under this Agreement, including without limitation its indemnification obligations.

19. Trademarks. Customer agrees that the trademarks and any other intellectual property of Heska are and will remain the sole and exclusive property of Heska and Customer agrees not to do anything, or allow any other party to do anything, inconsistent with such ownership or to contest Heska's ownership of its trademarks. Except as expressly set forth herein, Customer shall have no right, title or interest in any intellectual property, including but not limited to patents, trademarks, tradenames, or trade dress, relating to the Products or Services sold hereunder. Customer shall not

tamper with any Products or remove, cover or alter, any trademarks, insignia, markings, or serial number or any configuration that identifies the origin of Products or allows Equipment to use Supplies from anyone other than Heska.

20. Confidential Information. Customer shall maintain as confidential and not disclose to others without Heska's prior written consent the existence of or the terms of the Agreement, Orders or any trade secrets, processes, techniques, designs, know-how or other Confidential Information obtained from Heska. "Confidential Information" shall include all information that Heska designates in writing to be "CONFIDENTIAL" and all other information Customer knows, or should reasonably know, is considered by Heska to be confidential, including the terms of any Agreement and the associated pricing. Customer agrees that a breach of this obligation to protect Confidential Information will result in irreparable and continuing damage to Heska for which there may be no adequate remedy at law, and Heska is therefore entitled to seek injunctive relief as well as such other and further relief as may be appropriate. These terms of Confidential Information shall survive any expiration or termination of the Agreement, are in addition to and shall not supersede or replace any confidentiality, non-disturbance or similar agreement between the Parties executed previously.

21. Excusable Delay. Heska shall not be responsible in any way for the loss, damage, detention or delay caused by strike, lockout, fire, flood, war, riot, embargo, insurrection, act of God, civil or military authority, compliance with governmental requests or orders, accidents, inability to obtain products or materials from usual sources (including, but not limited to, original manufacturers), subcontractor, supplier or Customer caused delays, transportation shortages or delays, other delivery commitments, technical failures, or due to any unforeseen circumstances or causes beyond its control. Heska's performance shall be deemed suspended during and extended for such time as it is so delayed, and delivery dates shall be so extended.

22. Governing Law; Venue. Except as otherwise expressly provided in the Agreement, the Agreement, including any personal guaranty, related Purchase Orders, and these MWTC shall be governed by the laws of the State of Delaware without regard to principles of conflicts of law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. The Parties hereby consent and submit to the exclusive jurisdiction of the State of Colorado and to venue in the Denver District Court or the United States District Court for the District of Colorado. Customer agrees to waive any claim for lack of jurisdiction or inconvenient forum. **Customer acknowledges and agrees to waive its right to a trial by jury.** Heska may bring a legal action for an injunction or other equitable relief in any appropriate jurisdiction against Customer without the need to post bond or other secured interests. **No action, regardless of form, arising out of or in any way connected with the Products or Services furnished by Heska may be brought by a Customer more than one (1) year after the cause of action has accrued.**

23. Waiver; Severability. Heska's waiver of any term or breach herein or in the Agreement shall not be deemed a waiver of Heska's right to seek compliance of that term or any other term thereafter. The invalidity, illegality, or unenforceability of any provision of the Agreement or these MWTC shall not affect or impair the validity, legality or enforceability of the remainder of the Agreement or these MWTC, and to this end, the provisions of the Agreement and these MWTC are declared to be severable. The Parties or the Court shall substitute for the invalid provision a provision that most closely approximates the intent and economic effect of the invalid provision. Customer hereby expressly waives any and all rights and remedies granted Customer under the Uniform Commercial Code, including without limitation Sections 2A-508 through 2A-522 CC.

24. Counterparts; Amendments. These MWTC supersede all prior agreements and understanding, written or oral, between the Parties that relate to the subject matter. Any change or modification to the MWTC specified herein must be in writing and signed by an authorized officer of Heska. Except as expressly specified herein, any other terms or conditions, including any documents provided by Customer, or any verbal assurances by sales representatives or distributors, shall not serve to vary any term or condition specified herein and shall be expressly rejected.

25. Independent Contractors. The relationship of the Parties established under the Agreement is that of independent contractors and neither Party is a partner, employee, agent or joint venture of or with the other and nothing in the Agreement or these MWTC shall preclude Heska from contracting to provide Products or Services to others.

26. Survival. The provisions of the Agreement and these MWTC that, by their sense and context, are intended to survive performance by either or both Parties shall also survive the completion, expiration, termination or cancellation of the Agreement.

27. Customer Authorization. Customer authorizes Heska to supply missing information, correct obvious errors in the Agreement and associated documentation, correct typographical errors in Customer's name, and/or modify Customer's name to reflect Customer's true and correct legal name. Customer agrees to execute revisions, prepared in good faith by Heska, to the Agreement to correct any errors or deficiencies. CUSTOMER REPRESENTS THAT CUSTOMER IS AUTHORIZED TO ENTER INTO THIS AGREEMENT AND THAT IT IS NOT SUBJECT TO ADDITIONAL NEGOTIATION, CONSENT, DELAY, INTERFERENCE, OR CANCELLATION AND SHALL NOT CONSTITUTE A BREACH OR VIOLATION OF ANY OTHER AGREEMENT TO WHICH CUSTOMER MAY BE A PARTY.

28. No Assignment. Customer agrees not to transfer, sell, sublease, assign, pledge, or encumber any rights under the Agreement or an Order without Heska's prior written consent. Any such attempted assignment shall be void and of no effect. Customer agrees that Heska may sell, assign or transfer the Agreement and/or Orders for any part of the Term, and if Heska does, the new owner will have the same rights and benefits that Heska has now or in the future, but will not have to perform any of Heska's obligations; provided, however, if Heska assigns the Agreement, Heska will meet its remaining obligations directly or by assignment. The rights of the new owner will not be subject to any claims, defenses or set-offs that Customer may have against Heska.

29. Notices. Any notice, demand or request required or permitted under the Agreement shall be in writing and shall be sent as specified in the Agreement; provided, however, notices to Heska shall be sent by a nationally recognized overnight courier service or prepaid certified or registered mail return receipt requested and delivery confirmed to: Heska Corporation, Attn: President, 3760 Rocky Mountain Avenue, Loveland, CO 80538.

30. Modification of MWTC. Heska reserves the right to modify, amend, alter and change these MWTC of Sale or Rental at any time, with or without notice to Customer. Customer's authorization for, or acceptance of, use of, or delivery of Product or Services hereunder shall be deemed acceptance of the MWTC in effect at such time.

SEE ATTACHED UNT HEALTH SCIENCE CENTER ADDENDUM FOR ADDITIONAL TERMS AND CONDITIONS



Heska Corporation
3760 Rocky Mountain Ave
Loveland, CO 80538

www.heska.com

January 10, 2020

University of North Texas Health Science Center
3500 Camp Bowie Blvd.
Fort Worth, TX 76107

Re: HESKA Element HT5[®] Veterinary Hematology Analyzer
HESKA Element COAG[®] Veterinary Analyzer

Dear Sir or Madam:

Contemporaneously with this Letter Agreement (“Agreement”) you are entering into a Cash Instrument Purchase Agreement effective as of the date of the last signature (the “Purchase Agreement”), to purchase from Heska an Element HT5 Veterinary Hematology Analyzer and an Element COAG Veterinary Analyzer (the “Product”). You acknowledge the Product is a veterinary analyzer designed and approved for use on animals only (the “Authorized Use”) and that the Product has not been authorized or designed for any other use, including use on humans.

You represent and warrant to Heska and agree: a) the Product shall only be used for the Authorized Use only and not for any other use for any reason, including but not limited to any use on humans; b) any warranty provided by Heska under the Purchase Agreement shall apply only to the Authorized Use of the Product, which shall be further subject to the terms and conditions of the Purchase Agreement as well as the Terms and Conditions as defined therein; and c) any use of the Product, for any reason other than the Authorized Use, including but not limited to the use of the Product on humans, or for use to analyze human specimens or samples, shall immediately void any and all warranties and shall relieve Heska of any obligations to you arising under the Purchase Agreement or otherwise.

You shall indemnify Heska from and against all damages, costs and expenses arising from any breach of the foregoing representation, warranty and agreement, however caused.

You further acknowledge the warranty provided by Heska under the Purchase Agreement is sufficient and adequate consideration for your acknowledgement, agreement and obligations under this Agreement and that the same is reasonable and necessary to ensure Heska’s compliance with federal and state law and regulations as they relate to the Product and the Authorized Use.

In the event of any inconsistency between the provisions set forth in the Purchase Agreement and the terms and conditions set forth in this Agreement, this Agreement shall control. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, representatives, successors and permitted assigns of the Parties hereto. The Parties agree this Agreement shall not be governed by the United Nations Conventions on

Contracts for the International Sale of Goods but shall be governed by and construed in accordance with the laws of the State of Colorado without regard to its provisions concerning the applicability of the laws of other jurisdictions. The Parties hereby submit to the jurisdiction of the state and federal courts within the State of Colorado and hereby waive any defense to the exercise of personal or subject matter jurisdiction asserted within the same.

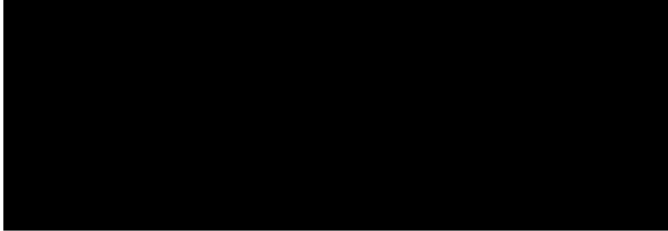
Sincerely,



In WITNESS WHEREOF, the foregoing is acknowledged and agreed by the undersigned on the date first written above.

SEE ATTACHED UNT HEALTH SCIENCE CENTER ADDENDUM FOR ADDITIONAL TERMS AND CONDITIONS

University of North Texas Health Science Center



STANDARD ADDENDUM TO AGREEMENT

Contracts with the **University of North Texas Health Science Center at Fort Worth** (“University”) are subject to the following terms and conditions, which are incorporated for all purposes into the Agreement to which they are attached. In the event of a conflict between the Agreement and this Addendum to Agreement, this Addendum shall govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

Payment. Payment will be made in accordance with the terms of University’s purchase order. Vendor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur.

Eligibility to Receive Payment. By entering into and performing under this Agreement, Vendor certifies that under Section 231.006 of the Texas Family Code and under Section 2155.004 of the Texas Government Code, it is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Tax Exempt. University is exempt from the payment of taxes and will provide necessary documentation confirming its tax exempt status.

Breach of Contract Claims against University. Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Government Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Vendor to attempt to resolve any claim for breach of contract against University that cannot be resolved in the ordinary course of business.

Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. The Agreement is made and entered into, and is performable in whole or in part, in the State of Texas, and venue for any suit filed against University shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

No Excess Obligations. In the event this Agreement spans multiple fiscal years, University’s continuing performance under this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Texas State Legislature. If the Legislature fails to appropriate or allot the necessary funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, University shall issue written

notice to Vendor that University may terminate the Agreement without further duty or obligation.

Travel Expenses. In the event the Agreement required University to reimburse Vendor for travel expenses, then reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

Delivery. Delivery shall be FOB Destination.

Public Information. University shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to University in an electronic format.

Insurance. University, as an agency of the State of Texas, is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by University shall, without further requirement, satisfy all general liability insurance obligations of University under the Agreement.

Debarment. Vendor certifies that neither it nor any of its Principals (officers, directors, owners, partners, key employees, principal investigators, researchers or management or supervisory personnel) is presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in this transaction or in any federal grant, benefit, contract or program (including but not limited to Medicare and Medicaid and Federal Health Care Programs) by any Federal department or agency. (See Executive Orders 12549 and 12689, 45 CFR part 76, 48 CFR part 9; 42 USC sect. 1320a-7). Vendor shall notify University within three (3) days of its receipt of an initial sanction notice, notice of proposed sanction or of the commencement of a formal investigation, or the filing of any charges by any governmental regulatory or law enforcement agency that effects this certification.

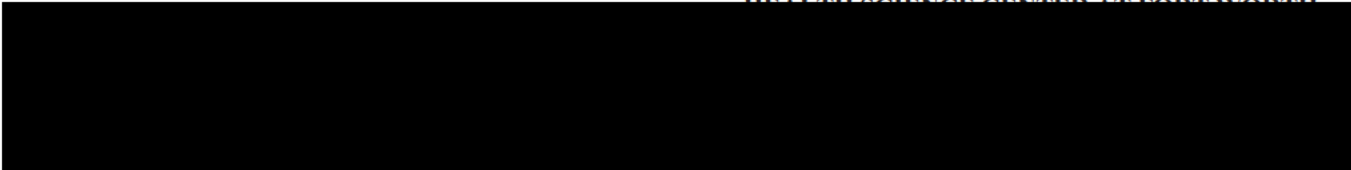
Israel Non-Boycott Verification. If the Agreement is subject to Texas Gov’t Code Section 2270.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

Limitations. University is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on University property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal

rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney’s fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will only be binding on University to the extent permitted by the Constitution and the laws of the State of Texas.

VENDOR

UNIVERSITY OF NORTH TEXAS



Date: 2/20/2020

Date: 2/20/2020

HSC Contract # 2020-0407-Revised

Declaration of Procurement Method

The attached contract document has been issued as a result of either a sole source or proprietary justification approved by the University of North Texas System Procurement Department.

The approved justification form is on file with the UNT System Procurement Department records.