

**NeuroStar® Advanced Therapy for Mental Health
Terms and Conditions of Sale (Field Support)**

1. **Purpose.** These NeuroStar® Advanced Therapy for Mental Terms and Conditions of Sale (Field Support) (these “**T&Cs**”) are entered into by and between Neuronetics, Inc. (“**Neuronetics**”) and the customer identified on the sales order that incorporates these T&Cs by reference (such sales order, the “**Field Support Sales Order**”; such customer, “**Customer**”) relating to support to be performed by Neuronetics on one or more NeuroStar Advanced Therapy Systems and related hardware and software components installed by Neuronetics at one or more of Customer’s locations, all as more fully described on the Field Support Sales Order (each, a “**NeuroStar System**”).

2. **Term.** These T&Cs are effective from the later of (A) the beginning date set forth on the Field Support Sales Order and (B) the date on which Customer pays Neuronetics all amounts set forth on the Field Support Sales Order (all such amounts, collectively, the “**Field Support Purchase Price**”; such date, the “**Effective Date**”), until the date that is one year from the beginning date set forth on the Field Support Sales Order (the “**Term**”).

3. **Payments.** As consideration for, and as a condition precedent to, the Field Support and any extension of any surviving One-Year Limited Warranties as contemplated in **Section 4**, Customer shall pay Neuronetics the Field Support Purchase Price. Customer shall pay Neuronetics for all other amounts due pursuant to these T&Cs within thirty days of the date on which Neuronetics issues the corresponding invoice to Customer.

4. **Extension of Surviving One-Year Limited Warranties.** Neuronetics and Customer executed one or more sales orders, as supplemented by any terms and conditions incorporated therein by reference (each, a “**Sale Agreement**”), pursuant to which Neuronetics sold one or more NeuroStar Systems to Customer. Among other things, the Sale Agreements included certain limited warranties that had a term of one year from Customer’s acceptance of the applicable NeuroStar System (the “**One-Year Limited Warranties**”). If so indicated on the Field Support Sales Order, as partial consideration for the Field Support Purchase Price, Neuronetics hereby extends the One-Year Limited Warranties that have survived to the Effective Date such that those components shall now survive for the Term.

5. **Revival of Lapsed One-Year Limited Warranties.** At the request of Customer, Neuronetics in its discretion may inspect any NeuroStar System to determine whether it is in good working order despite the lapse of any One-Year Limited Warranties. If, upon any such inspection, Neuronetics determines that such NeuroStar System is in good working order, then Neuronetics in its discretion may revive the One-Year Limited Warranties that lapsed before the Effective Date such that the lapsed One-Year Limited Warranties will apply during the Term. Any such inspection or revival shall be at Customer’s cost and expense at Neuronetics’ then-current rates and shall not be included in the Field Support Purchase Price. Any such revival shall only be valid if memorialized in a written instrument signed or otherwise ratified by Neuronetics.

6. **Field Support.** As partial consideration for the Field Support Purchase Price, Neuronetics will: (A) repair or replace, in Neuronetics’ discretion and at Neuronetics’ cost and expense, any NeuroStar System components that Neuronetics finds upon examination to be defective or inoperable to the specifications for such components (or, in the absence of such specifications, defective or inoperable for the customary useful life of such components) through no fault of Customer and for reasons other than ordinary wear and tear; (B) repair or replace, in Neuronetics’ discretion and at Customer’s cost and expense, any NeuroStar System components subjected to ordinary wear and tear or otherwise in need of repair or replacement other than for the reasons set forth in clause (A) within this **Section 6**; and (C) undertake commercially reasonable efforts to maintain an inventory of spare NeuroStar System components to support such repairs and replacements (the undertakings set forth in clauses (A) through (C) of this **Section 6**, collectively, “**Field Support**”). In performing Field Support, Neuronetics may use replacement components that may be new, repaired, or refurbished. Any replaced components shall become the property of Neuronetics.

7. **Exclusions.** Neuronetics shall not be required to perform Field Support on any NeuroStar System if: (A) such NeuroStar System has been modified in any way without Neuronetics’ prior written approval; (B) such NeuroStar System has been subjected to unusual stress; (C) such NeuroStar System has been used for anything other than its intended purpose; (D) such NeuroStar System requires service due to a Force Majeure Event or an accident, abuse, misuse, or neglect by Customer, any operator of such NeuroStar System, or any third party; (E) such NeuroStar System has been installed or serviced in any manner by any individual or entity other than Neuronetics or Neuronetics’ authorized service representatives; (F) such NeuroStar System has been removed from the location specified on the applicable Sale Agreement or the Field Support Sales Order; (G) Neuronetics determines that such NeuroStar System was not fully operational as of the Effective Date; (H) the NeuroStar System components to be repaired or replaced become obsolete; or (I) Customer has not satisfied its obligations to Neuronetics (including but not limited to its payment obligations under these T&Cs, any Sale Agreement, or any other agreement by and between Neuronetics and Customer).

8. **Field Support Requests.** Customer may request Field Support by calling the Neuronetics customer support telephone number at 877-600-7555 or any successor customer service telephone number set forth at www.neurostar.com or any successor website.

9. **Subcontractors.** Neuronetics in its discretion may elect to use appropriately qualified subcontractors to perform Field Support.

10. **Limitation of Liability.** NEURONETICS SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE T&CS. NEURONETICS’ AGGREGATE LIABILITY FOR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH THESE T&CS

SHALL NOT EXCEED THE FIELD SUPPORT PURCHASE PRICE.

11. **Force Majeure.** Neuronetics will not be deemed to have breached these T&Cs for any delay or failure in performance when and to the extent that such delay or failure is caused by or results from an act of God, act of war, terrorism, civil disturbance, shortage of power, fire, transportation contingency, catastrophe, pandemic, or law, regulation, act, or order of any government or governmental agency (each, a “**Force Majeure Event**”).

12. **Termination.** Neuronetics may immediately terminate these T&Cs at any time if: (A) Customer fails to pay the Field Support Purchase Price; or (B) Customer otherwise fails to timely satisfy its payment obligations under these T&Cs, any Sale Agreement, or any other agreement by and between Neuronetics and Customer.

13. **Integration.** These T&Cs constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes any oral statements, warranties, and representations of any nature; provided, that the Sale Agreements and the Field Support Sales Order, as supplemented by these T&Cs, shall remain in full force and effect.

14. **Amendments.** Neuronetics may amend these T&Cs at any time without notice to Customer by making an amended version of these T&Cs available at www.neurostar.com/t-c/ or any successor website, in which case the as-amended version shall be binding on Customer and Neuronetics in lieu of this version.

15. **Assignment.** Neuronetics may assign these T&Cs to its successors or assigns at any time. Customer shall not assign these T&Cs without the prior written consent of Neuronetics. No failure or delay in exercising any right or remedy, or in demanding performance of any obligation, shall constitute a waiver thereof, and any waiver shall not be effective unless written and signed by the party to be bound by such waiver.

16. **Severability.** Each clause contained in these T&Cs shall be treated as a separate and independent clause, and the unenforceability of any one clause shall not impair the enforceability of any other clause. If any clause in these T&Cs shall for any reason be held to be unenforceable, then the appropriate judicial body should construe such clause by limiting and reducing it such that it is enforceable to the extent compatible with applicable law.