

Price Quotation

Anatomage Inc. 3350 Thomas Rd, Ste 150 Santa Clara, CA 95054 www.anatomage.com info@anatomage.com (408) 885-1474 Phone

Prepared By

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Created Date

5/15/2025

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Expiration Date

7/15/2025

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Quote Number

2025-18868

Contact Name

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Bill To Name

Warren County School District

Ship To Name

Warren County School District

Bill To

6820 Market Street

United States

Ship To

6820 Market Street

Russell, Pennsylvania 16345

Omp to

Russell, Pennsylvania 16345

United States

Product	Line Item Description	Sales Price	ndiv	Total Price
Anatomage Table Clinical	Anatomage Virtual Cadaver Table with 5 real-human cadavers, 1,500+ real-patient cases, Histology Slides, Prosections, 309 Animal CT/MRI, segmented Dog, Cat, Frog, Mouse, and Monkey.	USD 59,500.00	1.00	USD 59,500.00
Crate - Clinical/Vet	Shipping crate for Table Clinical/Vet	USD 725.00	1.00	USD 725.00
1st Year Warranty, Software Upgrade, Tech Support	1st year warranty Included w/ Table Clinical	USD 0.00 .	1.00	USD 0.00
Anatomage Lessons - Promotional (1 Year)	1 Year Promotional License	USD 0.00	1.00	USD 0.00
Online Training	Included w/ Table Clinical	USD 0.00	1.00	USD 0.00
Table On Cloud (Warranty)	Table on Cloud that is included, free of charge, for all Tables under warranty. Will be valid for as long as the Table is under warranty.	USD 0.00	1.00	USD 0.00
4 Year Extended Warranty, Software Upgrade, Tech Support	Additional 4 year warranty extension for Table Clinical	USD 16,240.00	1.00	USD 16,240.00

Total Price

USD 76,465.00

Shipping and

USD 1,500.00

Handling

Country of Origin: United States
Place of Manufacture: San Jose, CA

For our international customers: Price does not include taxes and duties associated with importation of the product, which must be paid by

Consignee

Quote is only valid in USD

Acceptance

Signature	Date



Anatomage Inc. 3350 Thomas Rd, Ste 150 Santa Clara, CA 95054 www.anatomage.com info@anatomage.com (408) 885-1474 Phone

Grand Total

USD 77,965.00

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lace of Manufacture: San Jose, CA
or our international customers: Price does not include taxes and duties associated with importation of the product, which must be paid by
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Signature	Date
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2025 Covered Products - Terms and Conditions

The End User Agreement ("Agreement") is made and entered into between Anatomage Inc. ("Anatomage") and Customer ("Licensee") regarding proprietary Anatomage Software and Hardware ("Covered Products").

As used herein, "Hardware" means Anatomage's proprietary virtual dissection table and includes the following current products: (i) the Anatomage Table, (ii) the Anatomage Table Convertible, (iii) the Anatomage Table Vet, (iv) the Anatomage Table Clinical, and (v) the Anatomage Science Table.

"Software" means the software programs developed by Anatomage that are installed on the Hardware or that are downloaded electronically, as well as any modifications, error corrections, bug fixes, or other updates thereto, and any associated documentation provided in connection with the Software. "Software" does not include any Third-Party Applications.

"Third Party Applications" means certain products, links, resources, plugins or services developed or sourced from third parties but made available to Licensee by Anatomage for Licensee's use in connection with the Covered Products.

1. <u>Warranty Statement</u>. Subject to the conditions, limitations and exclusions set forth in this section, Anatomage warrants that the Hardware shall be free from material defects in workmanship and materials for a period of one (1) year from shipment date ("Warranty Period"). During the Warranty Period, and except as otherwise stated herein, Anatomage will provide free repair service to the Covered Products for any issues (i) arising out of manufacturing defects; (ii) occurring in normal use of the Covered Product in accordance with the written specifications; and (iii) accidental breakage of protective glass or LED screen to either the Anatomage Table, the Convertible Anatomage Table, the Anatomage Science Table, Anatomage Table Clinical or Table Vet as the case may be. The foregoing warranty does not apply to any Covered Products that have been subject to misuse, physical abuse, neglect, accident, or modification.

The Software covered hereby shall operate substantially as described in the User Documentation. Anatomage does not warrant that the Software is free of errors. Anatomage will use commercially reasonable efforts to correct any reproducible error in the Software bug reported to Anatomage. This warranty shall not apply if the failure of the Software is attributed to Licensee's failure to apply any updates, upgrades, or any other action or instruction recommended in writing by Anatomage.

The term of this Agreement and of the licenses granted herein will immediately terminate without notice if Licensee breaches any of the provisions set forth in this Agreement. Upon termination of this Agreement for any reason: (a) all licenses granted herein will immediately terminate, (b) Licensee will immediately cease all use of the Software and will remove (and destroy) any and all

copies of the Software from Licensee's computers, and certify in writing to Anatomage as to such removal and destruction; and (c) this sentence and Sections 5-12 will survive such termination.

- 2. <u>Technical Support</u>. Licensee agrees to provide fully functioning high-speed Internet connection with remote access to Anatomage prior to installation in order for Anatomage to provide technical support to the Covered Products. Anatomage provides remote technical assistance for issues associated with the operation and maintenance of the Covered Products. Support is provided without limitation for the duration of the Warranty Period.
- 3. <u>Training.</u> Training is included with purchases made within the Continental United States.
- 4. <u>Maintenance</u>. Anatomage shall make its good faith efforts to correct defects in the Covered Products that prevent the substantial use of the Covered Products in accordance with Anatomage's product specifications where such defects are brought to its attention during the Warranty Period.
- 5. <u>Confidential Information</u>. Licensee agrees and acknowledges that during the term of this Agreement, Licensee will have access to the Software and other confidential and proprietary information of Anatomage and Licensee agrees to keep such information confidential including the existence of said financial and contractual arrangements. Licensee gives permission to Anatomage to publicly disclose the existence of this Agreement (e.g. website, marketing materials, etc.) at any time.
- 6. Restrictions. All right, title and interest in and to the Covered Products shall remain the exclusive property of Anatomage. Licensee acknowledges that the Covered Products and its underlying source and object code and algorithms are valuable and proprietary to Anatomage and constitute Anatomage's trade secrets. Without limiting the foregoing, Licensee agrees that it will not, and will not allow any third party to: (a) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas or algorithms of the Covered Products, (b) modify, adapt, translate or create derivative works of the Covered Products, or (c) download, reproduce, copy, market, sell, lease, license, distribute or otherwise transfer or encumber rights to the Covered Products.
- 7. Ownership. Anatomage has and retains full and exclusive right, title and ownership interest in and to the Covered Products and all copyright rights, patient rights, trade secrets, moral rights, rights of publicity, rights of privacy, authors' rights, contract and licensing rights, trademark and service mark rights, goodwill and all other intellectual property rights as may now exist and/or hereafter come into existence and all renewals and extensions thereof, and all applications and registrations relating thereto, regardless of whether such rights arise under the laws of the United States or any other state, country or jurisdiction (collectively, "Intellectual Property Rights" or "Intellectual Property") relating to the Covered Products, including any Intellectual Property Rights created in connection with this Agreement.
- 8. <u>Mutual Representations</u>. Each party represents and warrants to the other that: (a) such party has the full corporate right, power and authority to enter into this Agreement and to perform the acts required of it hereunder; (b) the execution of this Agreement by such party, and the performance by such party of its obligations and duties hereunder, do not and will not violate any agreement to which such party is a party or by which it otherwise bound; and (c) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

- 9. <u>Disclaimer of Warranties</u>. THE PRODUCT IS INTENDED AS AN AID TOOL FOR EDUCATION AND RESEARCH. THE PRODUCT IS NOT INTENDED FOR CLINICAL PURPOSES SUCH AS RADIOLOGICAL DIAGNOSIS OR INTERPRETATION. THE SOFTWARE IS PROVIDED AS IS. ANATOMAGE DOES NOT MAKE, AND HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SOFTWARE, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON INFRINGEMENT, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.
- 10. <u>Indemnification</u>. Licensee will defend and settle at its own expense, and will indemnify Anatomage, its affiliates, successors, assignee's, licensees, customers, end users, employees, representatives, consultants and agents for any damages or expenses, including reasonable attorneys' fees, resulting from any third-party action based on a claim that arises out of. (a) Licensee's breach of any of its obligations under this Agreement; (b) Licensee's use of the Covered Products or any of Anatomage's Intellectual Property except as in accordance with this Agreement; or (c) Licensee's research, tests, clinical results, or other investigation that is beyond the scope of Licensee's obligations under this Agreement, including without limitation any claims for personal injury or property damage resulting from Licensee's use of the Covered Products.
- 11. <u>Assignment</u>. Licensee will not transfer, assign or extend any rights or delegate any obligations under this Agreement to any third party without the prior written consent of Anatomage.
- 12. <u>Final Agreement</u>. This document contains the entire agreement of the parties. There are no other oral or written promises or conditions in any other agreements. This agreement supersedes all previous written or oral agreements between the parties.
- 13. <u>4-Year Warranty Trade-in Option:</u> When purchasing the optional 4-year warranty, the original purchase price of the warranty qualifies to be applied towards the trade-in of any new Anatomage Table at the expiration of warranty period (5 years). The trade-in is subject to the trade-in policy of Anatomage products. The full amount of the 4-year warranty will be credited towards the residual value of the trade-in product.

The trade-in values apply only to the purchase of an Anatomage Table product and are not eligible to be transferred to the purchase of other Anatomage products. Consecutively purchased, single-year warranty extensions equating to the 4-year warranty will qualify for a trade-in value equal to the 4-year warranty purchase price rather than the individually purchased values. Trade-in values will be honored for 12 months following the expiration of the 4-year warranty or 4th year of consecutively purchased single-year warranties.