

**FUJIFILM HEALTHCARE AMERICAS CORPORATION-ENDOSCOPY
DIVISION
TERMS AND CONDITIONS OF SALE
MEDICAL EQUIPMENT**

1. Each quotation provided by FUJIFILM Healthcare Americas Corporation, Endoscopy Division (the “Seller”), together with the Terms and Conditions of Sale provided herein and the Limited Warranty, is referred to herein as the “Contract.” Each product referred to in the Contract is referred to below as a “Product.” The Contract contains the entire and exclusive agreement between Seller and the purchaser of the Product (the “Buyer”) regarding the sale and purchase of each Product. If any term, condition or other provision contained in any schedule, exhibit, or other document provided by the Buyer is in any way inconsistent with or creates an ambiguity concerning the terms of the Contract, the terms of the Contract shall control. No addition to, or waiver, alteration, or modification of the Contract shall be valid unless made in writing signed by an authorized representative of each party specifically referring to the Contract. Any issuance of a purchase order or any other definite and timely act or expression of acceptance on the part of Buyer shall constitute acceptance of the terms of the Contract.
2. No Contract shall exist except upon Buyer’s acceptance of Seller’s offer to sell the Product upon the terms and conditions set forth in the Contract, and no purchase order that does not conform with the terms of the Contract shall be deemed an acceptance of the Contract as to such non-conforming terms without the express written consent of Seller. Any additional or different terms contained in Buyer’s purchase order, shipping papers or other documents relating to this transaction are rejected and null and void and of no effect with respect to the Contract, unless expressly approved by Seller in writing. The Contract cannot be cancelled except with Seller’s prior written consent.
3. All sales are final. No Product may be returned to Seller without prior written authorization of Seller. Shipping charges on all authorized returns are the sole obligation of Buyer. Buyer represents and warrants that it is purchasing the Products for Buyer’s own use and not for resale.
4. If and to the extent any discount, credit, rebate or other purchase incentive is applied by Seller with respect to the Products purchased under the Contract, such discount, credit, rebate or other purchase incentive shall constitute a “discount or other reduction in price” under the Federal Anti-Kickback Statute (42 U.S.C. Section 1320a-7b(b)(3)(A)), on the Products purchased by Buyer under the terms of the Contract. Buyer shall take all actions necessary to comply with any and all requirements imposed on buyers under the Anti-Kickback Statute discount “safe harbor” regulations (42 C.F.R. Section 1001.952(h)), including, without limitation, if Buyer is an entity which reports its costs on a cost report required by the U.S. Department of Health and Human Services or a state health care program, the obligation to fully and accurately report the discount, credit, rebate or other purchase incentive in Buyer’s applicable cost report or other reporting mechanisms, and to provide to the U.S. Department of Health and Human Services or a state agency, upon request, the information provided by Seller as specified in 42 C.F.R. Section 1001.952(h)(2)(ii), including, without limitation, copies of Seller’s invoice or statement in which such purchase incentive is set forth.
5. If Seller or its authorized service provider loans Seller’s equipment to Buyer during the period that Buyer’s equipment is being repaired, and such repair is not covered under Seller’s warranty or an equipment repair service agreement between Buyer and Seller, the value of such loan may be subject to public disclosure by Seller or Buyer under applicable laws and regulations. If required, Seller and/or Buyer will report the value of such loan in accordance with applicable law.
6. Payment for the full amount of each invoice shall be made to Seller, addressed as indicated on each invoice, payable in United States currency, in accordance with the terms outlined in the invoice. If the aggregate amount of any invoice exceeds \$10,000, Seller cannot accept the payment of such amount (either in whole or in part) by credit card, p-card or any other charge card. All invoices, which are not paid within thirty (30) days shall be subject to interest at the lesser of 1.25% per month, or the maximum amount allowed by applicable law, from the date of the invoice until it is paid. Acceptance by Seller of bank draft, check, or other media of payment is subject to immediate collection of the full-face amount thereof.

August 1, 2023

7. If Buyer breaches any of its obligations under the Contract or any other contractual obligation in favor of Seller, Seller may, in Seller's sole discretion, (a) choose to defer any or all further shipments of Product or other performance under the Contract until Buyer cures its breach, or (b) by delivery of written notice to Buyer describing the breach, immediately terminate the Contract and any other contractual obligation to Buyer related thereto; provided that Buyer shall have ten (10) days after receipt of such written notice to reinstate the Contract by curing such breach. In the event of a termination, all outstanding payment obligations or other indebtedness of Buyer to Seller due under the Contract shall be due and payable no later than fifteen (15) days after delivery of notice of termination, subject to the right of reinstatement.

8. Any date of shipment stated on the invoice for any shipment of Products pursuant to the Contract is approximate only and is based on Seller's production or inventory at the date thereof, and the times stated are subject to Seller's receipt of all necessary information from Buyer to permit the timely shipment of Product. Seller's ability to ship Product may be affected in case of an act of force majeure, whether or not foreseeable, such as without limitation, an act of God, war, sabotage, accidents, riots, fire, explosion, flood, strike, lockout, injunction, epidemic, pandemic, inability to obtain fuel, power, raw materials, labor, containers or transportation facilities, accident, breakage of machinery or apparatus, act, law, rule, regulation or order of any government or governmental agency, national defense requirements, or any other cause beyond the control of Seller. Seller shall have no liability for the failure to ship or deliver any Product in the event of such force majeure and Seller's obligation to complete the delivery of such Product shall be suspended during such force majeure event and for a reasonable period of time thereafter. Buyer is not relieved from accepting shipment at the agreed price, and according to this Contract, when such force majeure event is ended. If shipment is in installments, delay in the shipment of any installment shall not relieve Buyer of its obligation to accept any remaining shipments. During any shortage of Products, Seller may apportion and allocate Products among itself and its subsidiaries, affiliates and customers as Seller deems fit in its sole discretion. Seller reserves the right to cancel, without liability, any order, the shipment of which is or may be delayed by reason of any cause or causes beyond its control as aforesaid.

9. All taxes assessed to any order of Product are the responsibility of Buyer whether or not invoiced, including, but not limited to, local and regional sales taxes and personal property tax, or if applicable, Buyer is to provide Seller with a valid tax exemption certificate. In the event that Buyer either fails to pay the tax or other charges as agreed above or fails to provide a valid exemption certificate, Buyer agrees to indemnify, defend and hold Seller and its affiliates harmless from any liability, cost and expense Seller incurs by reason of Buyer's failure, including without limitation, reasonable attorneys' fees and expenses.

10. EXCEPT FOR THE LIMITED WARRANTY ATTACHED HERETO AS EXHIBIT A, SELLER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS, OR IMPLIED, BY ACT OR LAW, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY OTHER MATTER WITH RESPECT TO ANY PRODUCT.

11. SELLER'S TOTAL LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR ANY CAUSE OF ACTION ASSOCIATED WITH THE CONTRACT, WHETHER BASED IN TORT, CONTRACT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY IS EXPRESSLY LIMITED, AT SELLER'S SOLE DISCRETION, TO EITHER (i) THE REPAIR OR REPLACEMENT OF THE NONCONFORMING PRODUCT, OR (ii) PAYMENT IN AN AMOUNT NOT TO EXCEED THE PURCHASE PRICE PAID FOR THE SPECIFIC PRODUCT FOR WHICH DAMAGES ARE CLAIMED. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY OTHER DAMAGES, INCLUDING WITHOUT LIMITATION, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES, SUCH AS, WITHOUT LIMITATION, LOST BUSINESS, REVENUE OR PROFITS, INTERRUPTION OF BUSINESS, LOSS OF USE OR LOST PRODUCTIVITY, LOST FILES, IMAGES OR DATA, OR DAMAGES TO REPUTATION OR GOODWILL, RELATING TO THIS CONTRACT, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IRRESPECTIVE OF THE NATURE OF THE CLAIM ASSERTED. THE LIMITATIONS ON LIABILITY EXPRESSED IN THIS PARAGRAPH EXTEND TO SELLER'S AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS, AGENTS, SUCCESSORS AND ASSIGNS.

12. If any Product delivered by Seller to Buyer is defective in materials or workmanship, or if Buyer has any other claim against Seller pursuant to the Contract, Buyer shall notify Seller of such nonconforming goods or claim within one (1) year of the delivery of such Product, and Buyer's sole remedy shall be as provided in Section 11 herein. All claims by Buyer shall be made by written notice to Seller, and no offset or deduction from any invoice is permitted. **BUYER'S FAILURE TO GIVE NOTICE TO SELLER OF ANY SUCH CLAIM WITHIN ONE (1) YEAR**

AFTER THE DATE OF DELIVERY SHALL CONSTITUTE THE UNQUALIFIED ACCEPTANCE OF THE PRODUCT BY THE BUYER AND A WAIVER BY BUYER OF ALL CLAIMS WITH RESPECT THERETO.

13. Seller shall deliver or cause to be delivered all Products to a carrier FOB Seller's facility for transport to Buyer's place of business or to such other destination as directed in writing. All shipping and transportation costs shall be borne by Buyer. Buyer shall bear all risk of loss with respect to the Product from the moment the Product is delivered to the carrier FOB Seller's facility. Title to all Products shall transfer to Buyer upon shipment from Seller's facility.

14. Unless otherwise agreed to in writing by Seller, Seller shall, at no additional cost to Buyer, reasonably assist in the installation of the Products at the Buyer's facility for its labelled indications of use, in accordance with Seller's standard processes and procedures for the Products and during Seller's normal business hours. Such installation may include, in Seller's sole discretion, incidental parts of nominal value if necessary to complete the installation. Any services outside of Seller's normal business hours must be pre-approved in writing by the Seller and may include additional charges. Buyer shall be responsible for all arrangements with any trade union necessary to permit installation of the Products. Unless otherwise agreed to in writing by Seller, Buyer shall be solely responsible for arranging and paying for any rigging and cranes necessary to move or assemble the Products; disposing all packing materials associated with the Products; and removal and/or disposal of existing products and equipment. In no event shall Seller be responsible for disposing of hazardous, infectious, or biomedical waste or materials.

Buyer shall, at its sole expense, provide all site preparation, including without limitation, labor and materials, plumbing service, carpentry work, installation of power lines and safety switches, conduit wiring, and other electrical service required for installation by the Seller. All site preparation shall be completed and available at the time of delivery of the Products by the Seller. Additionally, Buyer shall provide Seller with unrestricted access to Buyer's site for installation and safe space for storage of the Products prior to installation. Buyer shall, at Buyer's expense, comply with any governmental authority, including procurement of any permits or special certificates necessary for installation or use of the Products.

15. In the event Seller authorizes the return of the Product or component part, the Buyer shall reprocess/disinfect such Product in accordance with the manufacturer's instructions for use or operator manual prior to return and complete Seller's Service/Return Notification. If the Product is not returned with a completed Service/Return Notification, Seller will assume the Product has not been reprocessed/disinfected.

16. Buyer shall be responsible for and pay any and all applicable tariffs, duties and clearance charges imposed by any governmental entity upon the Products and/or any technology sold or otherwise transferred hereunder and shall obtain and pay for any and all export and import licenses or permits necessary for shipment and/or delivery of such Products and/or technology. Buyer acknowledges that the Products and/or any technology sold or otherwise transferred hereunder may be subject to U.S. and other governmental export and import control laws applicable to the purchase, sale, use, export, re-export, import or other transfer (collectively, "transfer") of such Products and/or technology, in whole or in part, including, without limitation, Export Administration Regulations and Executive Orders and regulations administered by the Office of Foreign Assets Control of the U.S. Department of Treasury (referred to as the "Transfer Laws"). Buyer represents and warrants that it is familiar with the requirements and restrictions of all Transfer Laws, and shall comply with such laws at all times.

17. Except to the extent expressly permitted otherwise by Seller in writing, Buyer agrees not to disclose to any person outside of its employ, nor to use for any purpose other than for its procurement of Products hereunder, any information which is received by Buyer from or on behalf of Seller or its affiliates and which relates to the Products, or which is developed hereunder, including any Product pricing information, until such information is made publicly available by Seller or its affiliate.

18. This Contract shall bind and inure to the benefit of the successors and permitted assigns of the respective parties. In order that the parties may fully exercise their rights and perform their obligations arising under the Contract, any provisions of the Contract that are required to ensure such exercise or performance (including any obligation accrued as of the termination date) shall survive the termination of the Contract. Buyer may not assign its rights or delegate its performance in whole or in part under this Contract without the prior written consent of Seller. Any attempt to assign or delegate this Contract without Seller's written consent shall be void.

19. This Contract: (1) sets forth the final, complete, exclusive, and binding expression of the agreement of the parties concerning the subject matter of this Contract; and (2) supersedes any prior offers, negotiations, agreements, and

commitments (collectively, "Prior Discussions"), both written and oral, between or on behalf of the parties, with respect to the subject matter of this Contract; all such Prior Discussions, if any, are merged into this Contract.

20. The Contract shall be governed by, and enforced in accordance with, the laws of the State of New York, including its provisions of the Uniform Commercial Code, and without regard to (i) the conflict of laws provisions thereof, (ii) the United Nations Convention on Contracts for the International Sale of Goods, and (iii) the United Nations Convention on the Limitation Period in the International Sale of Goods, as amended. All claims, disputes or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Contract, shall be heard exclusively by the courts of New York and the parties agree to the jurisdiction of such courts. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of New York for purposes of all legal proceedings arising out of or relating to the Contract or the transactions contemplated hereby, and each of the parties agrees not to commence any legal proceedings relating thereto except in such courts. Each of the parties waives any right it has to object to an action being brought in those courts, to claim that the action has been brought in an inconvenient forum, or to claim that those courts do not have jurisdiction. The failure of a party to require full or strict performance of any term set forth herein shall not affect the right to require full and strict performance of any term at any time thereafter. Any waiver must be in a writing signed by the waiving party. If any one or more of the provisions of the Contract shall be held to be invalid, illegal, or unenforceable, the other provisions shall not be affected and the Contract shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein. Nothing in the Contract shall be construed as creating any direct or beneficial right in or on behalf of any third party. In the event any party institutes legal proceedings to enforce its respective rights arising out of the Contract, the prevailing party shall be entitled to the award of attorneys' fees and court costs, plus cost of executing, enforcing and/or collecting any judgment at all trial and appellate levels.

(THIS PORTION INTENTIONALLY LEFT BLANK)

EXHIBIT A:

FUJIFILM HEALTHCARE AMERICAS CORPORATION, ENDOSCOPY DIVISION MEDICAL EQUIPMENT LIMITED WARRANTY

FUJIFILM Healthcare Americas Corporation, a New York corporation (“Seller”) warrants, subject to the terms of this Limited Warranty, to the first retail purchaser or retail lessor (the “Buyer”) that the products sold by Buyer (individually a “Product” and collectively, the “Products”) is at the time of purchase or lease free from defects in materials and workmanship. This Limited Warranty is exclusively for the benefit of the Buyer and cannot be transferred or assigned.

The “Warranty Period” for new Products shall be a period of one (1) year and for demonstration or other previously used Products shall be a period of six (6) months, in each case from the date of installation, but in no event more than thirty (30) days after the date of Seller’s invoice relating to such Products. During the Warranty Period, Seller will, at its sole and exclusive discretion, either (i) replace or repair any defective or nonconforming Product or component part of the Product or (ii) pay an amount not to exceed the purchase price paid for the specific Product for which damages are claimed. Replacement products or component parts may be either new or refurbished. Such repair or replacement is the exclusive remedy under this Limited Warranty. Seller may repair or replace the defective or nonconforming Product or component parts any number of times under this Limited Warranty, but such repairs or replacements shall not affect the duration of the Warranty Period.

This Limited Warranty does not apply to any consumable items (i.e., lamps, valves, accessories, etc.). Nor does it apply to computer and other equipment or instruments, distributed but not manufactured by Seller. Those products are not warranted by Seller, and carry only such warranties as may be given by their manufacturers. This Limited Warranty is not a service contract; the Buyer remains responsible for repair costs customarily related to normal daily clinical use of the Product. This Limited Warranty does not apply to damages resulting from shipping, installation, accidents, tampering, vandalism or acts of God.

During a warranty repair of Products, the Buyer may request that Seller lend it a replacement Product (collectively, the “Loaner Units”) on a temporary basis to be utilized at the Buyer’s site location solely while Seller is repairing the Products. Seller is not obligated to provide the Buyer with Loaner Units, but may do so if Loaner Units are available. If Seller agrees to provide the Buyer with Loaner Units, (i) the additional terms and conditions set forth on Attachment 1 hereto shall apply, which Attachment 1 is incorporated herein by reference and (ii) Seller shall ship the Loaner Units to the Buyer by Seller’s standard method of delivery with freight pre-paid.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF, AND EXCLUSIVE OF, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. ALL OTHER WARRANTIES OTHER THAN THOSE SET FORTH ABOVE ARE EXCLUDED. THERE SHALL BE NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. If under applicable law the implied warranties set forth above may not validly be disclaimed or excluded, the duration of such implied warranties is limited to the Warranty Period. **IN NO EVENT SHALL SELLER BE LIABLE FOR ANY OTHER DAMAGES INCLUDING, WITHOUT LIMITATION, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOSS OF USE, OR LIABILITIES TO OTHER PARTIES WHETHER IN CONTRACT OR TORT SUSTAINED BY THE BUYER OR ANY OTHER PERSON RESULTING FROM THE PURCHASE, LEASE OR USE OF THE EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

PURCHASER RESPONSIBILITIES

To obtain warranty service, the Buyer must contact Seller at 1-800-385-4666 during the Warranty Period and promptly after any failure of the Product or component part. The Buyer shall provide a description of the problem. Seller will then provide the address of a location to which the Product must be returned freight prepaid by the Buyer. In the event Seller authorizes the return of the Product or component part, the Buyer shall reprocess/disinfect such Product and complete Seller’s Service/Return Notification.

The Buyer must train operators in the safe and proper use of the Product consistent with the Operation Manual provided by Seller which may be provided via a link to a website where Buyer may download such manual.

WARRANTY NULLIFICATION

This Limited Warranty is void and of no effect if the Product or any component part is modified or altered, is subjected to misuse, abuse, or lack of reasonable care, or repairs available under this Limited Warranty are made by persons not authorized by Seller. For purposes of this Limited Warranty, "misuse" shall mean misapplication, improper or excessive use of the Product that results in damage or failure of the Product, for example using the equipment in a manner other than its intended use as recommended and marketed by Seller, "abuse" shall mean mistreatment that results in damage to the Product, for example dropping the Product resulting in broken parts, cracks, fluid leaks or poor image quality (CHA damage), crushing the insertion tube or light guide tube, flooding the equipment due to lack of leak testing, and "lack of reasonable care" shall mean that the Product is not being used in a manner that a reasonable person would use the Product, for example failure to leak test before cleaning and disinfection of the Product after each and every procedure, damage related to the improper use of Automated Endoscope Reprocessor ("AER"), failure to remove the Product from the AER in a timely manner after disinfection cycle completion or failure to use the Product in accordance with the Operation Manual provided by Seller.

OTHER CONDITIONS

No agent, employee, representative, distributor or dealer of is authorized to change, modify or alter this Limited Warranty in any manner whatsoever, or to make any additional warranties regarding the Products. Accordingly, any statements or representations regarding the Products not specifically contained in this Limited Warranty shall be void and of no effect and should not be relied upon by any purchaser unless such statement or representation is in writing and signed by the President of Seller.

No claim for breach of warranty, or any other claim, in tort, contract, or otherwise, arising out of or related to the Products, may be commenced more than ONE (1) year following the delivery date of the Product or the accrual of the claim, whichever occurs first. All claims, disputes or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Limited Warranty shall be heard exclusively by the courts of New York and the parties agree to the jurisdiction of such courts. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of New York for purposes of all legal proceedings arising out of or relating to this Limited Warranty or the transactions contemplated hereby, and each of the parties agrees not to commence any legal proceedings relating thereto except in such courts. Each of the parties waives any right it has to object to an action being brought in those courts, to claim that the action has been brought in an inconvenient forum, or to claim that those courts do not have jurisdiction. In no event shall Seller be liable for any breach of warranty in any amount exceeding the purchase price paid for the particular Product subject to the claim, dispute or cause of action.

The limitations of liability and other provisions of this Limited Warranty shall inure to the benefit of Seller, its assigns or successors.

SOME STATES MAY NOT RECOGNIZE A DISCLAIMER OR LIMITATION OF WARRANTIES AND/OR LIMITATION OF LIABILITY SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO THE BUYER. THE BUYER MAY ALSO HAVE DIFFERENT AND/OR ADDITIONAL RIGHTS AND REMEDIES THAT VARY FROM STATE TO STATE. IF ANY IMPLIED WARRANTIES APPLY AS A MATTER OF LAW, THEY ARE LIMITED IN DURATION TO THE LENGTH OF THIS WARRANTY. SELLER DOES NOT WARRANT THE PRODUCTS WITH RESPECT TO THIRD PARTY SOFTWARE PROGRAMS OR THAT THE PRODUCTS WILL MEET THE PURCHASER'S REQUIREMENTS.

SAFETY NOTICE

PROPER MAINTENANCE AND REPAIR ARE ESSENTIAL TO THE SAFE AND RELIABLE OPERATION OF THE PRODUCT. SERVICE AND MAINTENANCE PROCEDURES RECOMMENDED BY SELLER ARE DESCRIBED IN THE OPERATION MANUAL. SOME OF THESE OPERATIONS MAY REQUIRE THE USE OF SPECIAL TOOLS OR DEVICES, WHICH SHOULD ONLY BE USED BY TRAINED PERSONNEL WHEN AND AS RECOMMENDED IN THE OPERATION MANUAL. THE INSTRUCTIONS CONTAINED IN THE OPERATION MANUAL ARE NOT INTENDED AS A SUBSTITUTE FOR TRAINING AND EXPERIENCE IN THE PROPER AND SAFE USE OF THE PRODUCT.

August 1, 2023

Attachment 1
Additional Terms and Conditions Governing the Loaner Units

1. Loaner Units will be solely utilized by the Buyer at the site location where the Loaner Units were initially shipped by Seller (the "Site"). The Buyer will be responsible for the cost of all consumable products to be used in connection with the Loaner Units, if any.
2. The Buyer can only use the Loaner Units during the time that commensurate Product is being repaired by Seller or one of its authorized service providers. Within five (5) business days after the Buyer receives its repaired Product, the Buyer must return the Loaner Units to Seller's designated location using Seller's Federal Express (or other) return labels.
3. The failure to return the Loaner Units within the five (5) business day period referenced above may be subject to public disclosure by Seller pursuant to the Physician Payment Sunshine Act ("PPSA") or other similar laws. If required by applicable law and if the Buyer fails to return the Loaner Units within the five (5) business day period referenced above, Seller will report the value of the Loaned Units (beginning on the sixth (6th) business day following delivery of the repaired Equipment to Buyer) in accordance with applicable law.
4. Title to the Loaner Units is and will at all times remain with Seller. The Buyer will at all times keep the Loaner Units free and clear of all liens, attachments, encumbrances, charges, levies and other judicial process of any kind whatsoever. The Buyer acknowledges that it has no rights of ownership, title or equity in any of the Loaner Units. Seller may mark the Loaner Units as its property and the Buyer will not remove or obscure any markings of Seller's ownership. The Buyer hereby authorizes Seller and/or its agent to create, sign, and execute on behalf of the Buyer any and all UCC-1 forms or other similar documents and amendments as may be necessary to notify third parties of, or perfect, Seller's interest in each of the Loaner Units.
5. The Buyer will be responsible for installation of the Loaner Units at Buyer's facility where the Products were located prior to their return to Seller for service or repair and the Buyer will be responsible for the space, electricity and other utilities necessary for installation of the Loaner Units pursuant to Seller's technical specifications. Under no circumstances will the Buyer remove, or cause to be removed, any of the Loaner Units from the Site without the prior written consent of Seller.
6. The Buyer will ensure that all patient data are removed from the Loaner Units prior to shipping them back to Seller, and will comply with all applicable laws regarding the privacy of such data, including, without limitation, the Health Insurance Portability and Accountability Act of 1996, as the same may be amended from time to time. In the event that any of the Loaner Units are not in the same operating order, repair, condition and appearance as when delivered to the Buyer, ordinary wear and tear excepted, Seller will invoice the Buyer the value of the repairs and parts necessary to return each such Loaner Unit to the same operating order, repair, condition and appearance as when delivered to the Buyer and the Buyer will pay such invoice within thirty (30) days of receipt thereof; provided, however, that, if in Seller's discretion any of the Loaner Units is beyond repair, Seller will invoice the Buyer the replacement value of each such Loaner Unit and the Buyer will pay such invoice within thirty (30) days of receipt thereof.
7. The Buyer will not attempt to disassemble, decompile, reverse engineer or derive source or object code from all or any portion of the Loaner Units, and will not permit or encourage any third party to do the same, at any time.
8. The Loaner Units are not covered by the services under of any equipment repair service agreement unless the Loaner Units themselves are expressly listed as covered equipment under such equipment repair service agreement including their serial numbers and otherwise identified as Loaner Units.
9. SELLER IS PROVIDING THE LOANER UNITS ON AN "AS IS" BASIS AND MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO ANY OF THE LOANER UNITS, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF ANY PROPRIETARY RIGHTS OF ANY THIRD PARTY.

10. Buyer does not have any rights to any intellectual property and proprietary rights in or to any of the Loaner Units, and any improvements thereto or modifications thereof will be considered to be developed solely and independently by Seller.

(THIS PORTION INTENTIONALLY LEFT BLANK)