

## 1. GENERAL

**1.1.** These terms and conditions of sale (these "**Terms**") shall apply exclusively to the sale and delivery of PIUR tUS Infinity systems and any other products (individually a "**Product**" and collectively the "**Products**"), the performance of related services (other than subscription to software) (the "**Services**") and all transactions incidental thereto, by or on behalf of PIUR IMAGING Inc. ("**PIUR**") to any of its customers ("**Customer**", and together with PIUR, the "**Parties**", and each a "**Party**").

**1.2.** No other terms or conditions shall be of any force or effect unless otherwise specifically agreed upon by PIUR in a writing duly executed by an authorized officer of PIUR. Any additional or different terms or conditions contained in Customer's Order (as defined below), response to PIUR's Order Confirmation (as defined below), or any other form or document supplied by Customer are hereby expressly rejected and are of no effect.

**1.3.** Delivery of the Products does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms.

## 2. FORMATION AND CONTENTS OF CONTRACT

**2.1.** Customer may issue an order or, in the case of PIUR, PIUR may issue a quotation, for the purchase or sale, as the case may be, of the Products and/or Services in writing via e-mail, mail or as may be determined by PIUR from time to time (each, an "**Order**"). By issuing an Order, such Party makes an offer for the purchase or sale of the Products, as the case may be, pursuant to these Terms and the terms set forth in such Order.

**2.2.** Unless otherwise specified by PIUR in writing, all offers made by PIUR are valid only for sixty (60) days from the date of the offer and may be revoked by PIUR at any time after such 60-day period.

**2.3.** PIUR may refuse an Order from Customer for any or no reason, and without liability to

Customer. No Order from Customer is binding on PIUR until PIUR's acceptance of the Order in writing (such order, an "**Order Confirmation**").

**2.4.** In the event PIUR issues an Order (e.g., a quotation) that is accepted by Customer in writing as-is or if PIUR has confirmed Customer's Order in an Order Confirmation, such accepted Order shall be deemed a "**Confirmed Order**" for the purposes of these Terms. The terms of a Confirmed Order together with these Terms shall hereinafter be referred to as the "**Sales Contract**".

**2.5.** Notwithstanding anything in the foregoing, it is Customer's sole responsibility to determine the compatibility of the Product with Customer's systems. By issuing an Order to PIUR or accepting a quotation from PIUR, Customer hereby acknowledges and represents that the Product is compatible with Customer's systems. In no event shall PIUR's acceptance of the Order be construed as PIUR's confirmation, representation or warranty of compatibility. Customer's obligations under the Sales Contract shall apply notwithstanding any compatibility issues.

**2.6.** The effective date (the "**Effective Date**") of the Sales Contract shall be the date identified as such in a Confirmed Order or if there is no such Effective Date specified, then the date of the Order Confirmation.

**2.7.** Specifications and other information on brochures, catalogs, or similar documents or PIUR's website, or any other written or verbal statements from PIUR or any PIUR representative shall not be binding on PIUR unless such specifications and information have been agreed to in writing by PIUR in a Confirmed Order.

**2.8.** Each Confirmed Order shall be considered a separate agreement between the Parties, and any failure to deliver the Products under any Confirmed Order shall have no consequences for other deliveries of Products.

**2.9.** For any subscription to any software from PIUR (the "**SaaS**"), Customer shall enter into,

simultaneously with the execution of a Sales Contract, a SaaS Contract governing the use by Customer of the SaaS (the "**SaaS Contract**"). Unless specifically stated to include the subscription to the SaaS, references to the "Product" or "Products" in these Terms shall not include the SaaS.

### 3. PRICES / PAYMENT

**3.1.** Unless otherwise agreed by the Parties in a Confirmed Order, the price of the Products and fee for the Services shall be set forth in PIUR's price list, as such list may be amended by PIUR unilaterally from time to time.

**3.2.** Unless otherwise agreed by the Parties in writing in a Confirmed Order, the prices of the Products and fee for the Services in a Confirmed Order are DAP (Customer's address on the Confirmed Order) (Incoterms 2020).

**3.3.** Prices quoted in PIUR's offer are exclusive of sales or use tax; and any other similar applicable federal, state, or foreign taxes, duties, levies, import or export tariffs or other charges in any jurisdiction in connection with the sale, delivery, shipping and handling of the Products (or any component thereof) and import thereof into the country of destination by PIUR or its affiliates ("**Taxes**") unless otherwise agreed to by PIUR in a Confirmed Order. If PIUR is required by applicable law, rule or regulation to collect one or more Taxes, PIUR may charge Customer such Taxes separately on the invoice unless already included in PIUR's offer. The prices are based on delivery in accordance with the delivery terms stated in a Confirmed Order.

**3.4.** Customer acknowledges and agrees that PIUR will issue and send the invoice to Customer for the Product on or prior to the dispatch of the Product by PIUR. Except as otherwise agreed by the Parties in a Confirmed Order, the purchase price for the Products, Services and all other amounts due under a Confirmed Order shall be due and payable within fifteen (15) days following the date of PIUR's invoice for such Products or if the Product will be installed by PIUR, within fifteen (15) days from the date of installation, without any discount, deduction or offset whatsoever. In the event PIUR is unable to install the Product due to circumstances attributable to Customer, the amount due for such Product shall be due on the 30th day from the date

of the delivery date notwithstanding the delay of the installation. In no event shall any loss, damage, injury, destruction or Force Majeure Event or any other event beyond Customer's control release Customer from its obligation to make the payments required herein. Payment of all amounts due hereunder shall be made by wire transfer, credit card, or in any other manner set forth on PIUR's invoice. Payment by credit card shall be subject to a surcharge which shall be determined by PIUR from time to time. Customer shall be solely responsible for any bank fees, or other fees, incurred due to the wire transfer or any other selected payment method.

**3.5.** Unless otherwise agreed to in writing by the Parties, PIUR will invoice the purchase price and service fees under the Sales Contract in the currency specified in a Confirmed Order. In the absence of an agreed currency in the Confirmed Order, the payment shall be made in US Dollars.

**3.6.** Time is of the essence for the payment of all amounts due to PIUR under any Confirmed Order. If Customer defaults on any payment when due under a Confirmed Order, PIUR reserves the right, among other remedies, to suspend the delivery of any Products to Customer and put the same into storage, at Customer's expense, or dispose of the Products as PIUR, in its sole discretion, deems practicable under the circumstances. All overdue amounts will be subject to an interest rate that is the lesser of 1% monthly (12% annually) and the highest rate permissible under applicable law starting from the due date until payment to PIUR of the outstanding amount in full. Customer's failure to pay an invoice timely and fully shall operate to make all other outstanding invoices of PIUR to Customer immediately due and payable, and at the discretion of PIUR, shall be grounds for cancellation of any further performance by PIUR. All costs of collection, including legal fees, shall be borne by Customer.

The charging of interest shall not be deemed an agreement to extend credit. Customer is not permitted to withhold, defer payment or offset any amount against the payment due to any (alleged) counterclaim or any other reason against PIUR. Customer shall not withhold any payments due to

unsettled disputes with third parties nor offset payments against any other claims.

#### **4. FINANCIAL CONDITION OF CUSTOMER; OTHER DEFAULTS OF CUSTOMER**

**4.1.** If PIUR, in its reasonable discretion, shall determine that the financial condition of Customer at any time jeopardizes Customer's ability to perform any of its obligations towards Customer, or Customer fails to comply with these Terms or a Confirmed Order, or if Customer becomes insolvent, or unable to pay its liabilities when due to any third party or PIUR, PIUR may, in its sole discretion, require cash payment, immediate payment of the entire balance and/or additional security satisfactory to Customer, refuse the delivery of any Product and performance of the Services, terminate or cancel the Sales Contract or the applicable Confirmed Order with immediate effect and without liability to Customer.

**4.2.** All amounts due to PIUR under the Sales Contract shall be due and payable by Customer to PIUR in the event of the cancellation or termination of the Sales Contract or the applicable Confirmed Order under this Section 4.

#### **5. CUSTOMER OBLIGATIONS**

**5.1.** Before using the Products and Services, Customer shall carefully read all parts of the user documentation for the Products and Services as amended by PIUR from time to time ("**User Documentation**").

**5.2.** Customer shall, at all times, comply with the User Documentation, all applicable federal, state and local laws, rules, regulations, standards, rules, and such other instructions as PIUR or its insurance providers may provide to Customer from time to time, in connection with the use or operation of the Products. Customer shall maintain the requisite permits, approvals and authorizations for its activities in the respective jurisdiction at all times. Without limiting the foregoing, Customer shall not use, operate, store or handle the Products in an unsafe manner.

**5.3.** Customer shall not alter, modify, amend, remove, tamper or obliterate any signs, trademarks, names, logos or plaques affixed to the

Products by PIUR. Nothing in the Sales Contract grants, transfers, or conveys to Customer any rights in any trademarks, trade secrets, patents or other intellectual property rights relating to the Products and Services, and Customer shall not make any representations to any third party to the contrary.

#### **6. DELIVERY**

**6.1.** PIUR shall use its commercially reasonable efforts to deliver the Products and perform the Services in accordance with the terms specified in the applicable Confirmed Order. Unless the Parties agreed otherwise in writing, the Product shall be delivered to Customer DAP (Customer's address on the Confirmed Order) (Incoterms 2020) within sixteen (16) weeks from the date of the Order Confirmation issued by PIUR. Any delivery times and dates communicated by or on behalf of PIUR are estimates only and shall not be binding on PIUR.

**6.2.** The risk of loss for the Product shall pass to Customer upon the delivery of the Product to Customer as set forth in Section 6.1. In no event shall PIUR be liable for any delay in delivery of the Products and performance of the Services, and no delay in delivery of any Products and performance of the Services shall relieve Customer of its obligation to accept the delivery and make payment of any amounts due in accordance with the Sales Contract.

**6.3.** Customer's failure to accept the delivery of the Products and performance of the Services pursuant to a Confirmed Order shall not release or excuse Customer from its obligation to timely pay all amounts due in connection with such Confirmed Order. If Customer fails to accept the delivery of the Products and/or performance of the Services, or otherwise breaches its obligations, the risk shall pass to Customer at the earlier of (i) the date on which the Product is ready for delivery, or (ii) the date of Customer's default of acceptance or breach of obligations.

**6.4.** If the delivery of the Products or performance of the Services is delayed due to circumstances attributable to Customer, the Products shall be deemed delivered at the time the Products have been made available to Customer (including without limitation premises or personnel that are not prepared or ready or changes in

agreed Services) or the Services ready to be performed. PIUR shall be entitled to charge Customer for any additional costs and expenses incurred by PIUR including for storing, insurance, transportation, personnel and travel until Customer has fulfilled its obligations for PIUR to deliver the Product and perform the Services. PIUR at all times retains the right to make partial deliveries.

**6.5.** If Customer rejects or revokes acceptance of Products and/or Services, or fails to pay any amounts when due, PIUR, in its sole and absolute discretion, may extend the period of delivery of Products and/or performance of the Services by such period as PIUR may deem reasonable, withhold or cancel delivery of any Products or performance of the Services, or cancel any or all Confirmed Orders without any further obligations to Customer whatsoever. In such event, Customer shall be responsible for any and all costs and expenses incurred, or damages or losses suffered by PIUR in connection with any such delay notwithstanding any action or inaction by PIUR with regard to such delay.

**6.6.** Customer acknowledges and agrees that PIUR's performance of its obligations under the Sales Contract is contingent on the delivery of the necessary supplies, materials, utilities and/or labor by PIUR's vendors, suppliers, gas, energy and utility companies to PIUR.

**6.7.** Without limiting PIUR's rights elsewhere in the Sales Contract (including but not limited to Section 3), PIUR may, in PIUR's sole discretion, by giving written notice to Customer and without any liability to Customer, (i) suspend performance of its obligations under the Confirmed Order, (ii) change the terms of or cancel a Confirmed Order or the Sales Contract in its entirety with immediate effect as PIUR deems necessary, or in connection with the performance of, delay or failure to perform by PIUR's vendors, suppliers and utility companies or a Force Majeure Event (as defined below), or circumstances that have led or may reasonably lead to an increase in the costs of PIUR in manufacturing the Products or performance of the Services (including but not limited to the higher cost or shortages of materials, energy, performance of, delay or failure to perform by PIUR's vendors, suppliers, gas, energy and utility companies,

and/or changes in laws, rules or regulations such as import and export laws). In no event shall PIUR be liable to Customer, its affiliates and customers due to any delay in PIUR's performance of its obligations due to or in connection with such circumstances. If the Product or Service remains unavailable, PIUR shall be entitled to cancel a Confirmed Order, in whole or in part, and issue a prorated refund to Customer within a commercially reasonable time for the undelivered Product or Services not performed.

**6.8. "Force Majeure Events"** means any act of God, disruptions of power supply, communications and transportation infrastructure, war, terrorist attacks, civil unrest, epidemics, pandemics, governmental measures, malware, hacker attacks, flood, fire, extraordinary weather-related events, nuclear and chemical accidents, earthquakes, labor disputes, strikes, lockouts, other accidents, shortages of or inability to obtain labor, energy, materials, supplies or transportation, or any other causes of any kind beyond the control of PIUR or its affiliates.

**6.9.** Customer hereby warrants and represents that it is not, and is not owned or controlled by, any person or persons listed on any applicable list of blocked parties, including but not limited to the Specially Designated Nationals and Blocked Persons List maintained by the US Office of Foreign Assets Control, the consolidated list of persons, groups and entities subject to any financial sanctions maintained by any country.

**6.10.** Customer shall not take any action or make any omission that would place PIUR in breach of applicable export control and sanctions regulations. Customer hereby represents and warrants that it is and will remain in compliance with the requirements of all applicable export laws and regulations, including but not limited to the Council Regulation (EC) No 2021/821 of the European Union, the U.S. Export Administration Regulations and U.S. International Traffic in Arms Regulations and all laws applicable in the country of destination. Such requirements include, but are not limited to, obtaining all required authorizations or licenses for the export or re-export of any controlled item, product, article, commodity, software or technology. Without limiting the generality of the

foregoing, Customer hereby represents and warrants that it has not been, and is not currently, debarred, suspended or otherwise prohibited or restricted from exporting, re-exporting, receiving, purchasing, processing or otherwise obtaining any item, product, article, commodity, software or technology regulated by any agency of the United States or any other state.

**6.11.** Unless otherwise agreed to in writing by PIUR, Customer hereby represents and warrants that the Product will not be used in any other jurisdiction outside of the United States.

## 7. INSTALLATION

**7.1.** The Products may only be installed by PIUR or a PIUR certified engineer, either onsite at Customer's facility or remotely if PIUR deems the remote installation advisable. Customer acknowledges and agrees that the installation may require multiple visits from PIUR and PIUR shall determine such frequency in its sole discretion. If the installation requires more than one (1) visit due to circumstances attributable to Customer (e.g., failure to fulfill its obligations pursuant to Section 5 and this Section 7.1), Customer shall pay for or reimburse to PIUR all costs incurred by PIUR due to such additional visits including but not limited to personnel and travel expenses. Customer shall enable PIUR to install the Product within one (1) month of delivery at the location set forth in the applicable Confirmed Order, and make available to PIUR, at Customer's sole expense, the necessary Customer resources as PIUR deems necessary for the installation. Customer shall ensure that the installation environment meets technical requirements and that all necessary preparations required by PIUR have been made including but not limited to: (i) providing a workstation to PIUR, (ii) assuring PACS connectivity during the period of installation and (iii) making staff available to be trained on the operation of the Product, and such other steps as PIUR reasonably deems necessary.

**7.2.** Customer agrees to bear any additional costs resulting from any delay of more than three (3) months in the installation of the Product if such delay was attributable to Customer or any other event beyond PIUR's control.

## 8. ACCEPTANCE TEST

**8.1.** After the complete installation of the Product, a PIUR certified engineer shall inspect the proper operation and functionality as part of an acceptance test (the "**Acceptance Test**") and conduct training. At least one representative of Customer shall be present during the Acceptance Test. Customer shall immediately notify PIUR about any noncompliance with the specifications on the Confirmed Order in writing. If Customer refuses acceptance of the Products upon the completion of the Acceptance Test for no reason, the Product shall be deemed to have been delivered to Customer and Customer's obligations under the Sales Contract shall continue to apply (including but not limited to Customer's payment obligations).

**8.2.** Upon successful completion of the Acceptance Test, Customer shall accept the Product and confirm such acceptance by signing a hand-over protocol (the "**Hand-over Protocol**"), which forms an integral part of the Sales Contract.

**8.3.** The Product shall not be used on any person until the Acceptance Test and training have been completed and the Hand-over Protocol and training protocol have been signed by PIUR (or a PIUR-certified service engineer) and an authorized representative of Customer.

## 9. INSTALLATION; MAINTENANCE

**9.1.** PIUR may offer training and maintenance Services pursuant to the terms of the applicable Confirmed Order.

## 10. WARRANTY, REMEDIES AND LIMITATIONS

**10.1.** Subject to the completion of the inspection process pursuant to Section 8.1, Customer's fulfillment of its notification obligation pursuant to Section 10.3, and the limitations under Section 10.2, PIUR hereby represents and warrants to Customer that each Product will conform to PIUR's specifications of the Product published in the User Documentation provided to Customer for such Product (the "**Limited Product Warranty**"). Unless otherwise agreed by PIUR in a Confirmed Order, the Limited Product Warranty shall be effective for a period of twelve (12) months from the date of delivery unless applicable mandatory law requires a longer warranty period, in which case the

warranty period of the applicable mandatory law shall apply (the "**Warranty Period**"). A Product that breaches the Limited Product Warranty (as confirmed by PIUR) shall be referred to as "**Defective Product**" and the damage verified by PIUR to be a breach of the Limited Product Warranty shall be referred to as a "**Defect**" for the purposes of the Sales Contract.

**10.2.** The Limited Product Warranty does not apply and shall be void if the alleged damage was caused by or related to:

(i) Customer's (or its employees', agents' or representatives') misuse, improper operation or any type of non-compliance with the User Documentation; (ii) Products that have been installed or maintained by a third party without PIUR's written authorization; (iii) products, options, modules, upgrades, maintenance parts, spare parts, service parts, software or consumables not supplied by PIUR or any third party authorized by PIUR; (iii) any other circumstances attributable to Customer or third parties (such as accidents), (iv) non-compliance of the Products with applicable laws, rules or regulations in any jurisdiction in which the Products are sold, used or marketed by Customer; (v) modification, repair of the Products or any parts thereof by Customer, any third party or in any manner not authorized by PIUR or in violation of these Terms; or (vi) Customer's violation of the terms of the SaaS Contract.

**10.3.** Upon delivery of the Products or completion of the Services, Customer shall thoroughly inspect the Products for compliance with the agreed specifications: or missing parts. In the event of an allegedly Defective Product, Customer shall (i) immediately refrain from operating such allegedly Defective Product, (ii) inform PIUR of such allegedly Defective Product, and (iii) provide to PIUR a detailed written explanation of the alleged Defect no later than fourteen (14) days from Customer's discovery of the alleged Defect.

**10.4.** Timely complaints by Customer do not relieve Customer of the obligation to pay for and accept the delivered Products.

**10.5.** The burden of proof that the delivered Products are Defective Products lies with Customer. Customer shall provide PIUR with its full cooperation in investigating the basis of the

complaint. If Customer's complaint is determined to be unfounded, Customer shall bear the costs of the investigation and other expenses incurred by PIUR (e.g., transportation, labor costs).

**10.6.** The Limited Product Warranty for the repaired or replaced Product or component thereof shall remain in effect, subject to the limitations under 10.2, until the end of the immediately following six (6) month period after the expiration of the original Warranty Period.

**10.7.** In case of breach of the Limited Product Warranty verified by PIUR, PIUR's sole liability to Customer is, at PIUR's sole discretion, to repair or replace the Defective Product, or issue a refund of the purchase price received by PIUR for the Defective Product.

**10.8.** PIUR represents and warrants that the Service rendered pursuant to the Sales Contract will be of a professional and workmanlike manner consistent with general industry standards (the "**Limited Services Warranty**"). In case of breach of the Limited Services Warranty (as confirmed by PIUR), PIUR's sole obligation is to re-perform the relevant Services. The Limited Services Warranty is the sole and exclusive warranty made by PIUR with respect to the Services.

**10.9.** EXCEPT FOR THE LIMITED PRODUCT WARRANTY AND THE LIMITED SERVICES WARRANTY, ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED. PIUR makes no representation or warranty that the Products will meet Customer's requirements (other than those set forth in the User Documentation).

**10.10.** Customer shall not make any representations to its customers or any third party that is inconsistent with the Limited Product Warranty or Limited Services Warranty.

## **11. PROPRIETARY RIGHTS**

**11.1.** PIUR retains and owns all intellectual property rights in the Products delivered and Services performed hereunder and all enhancements or improvements to, or derivative works of the foregoing.

**11.2.** If PIUR agreed in writing to partial payments of the purchase price or otherwise extends credit to Customer for the purchase price for any Products or service fee for the Services, or any other amounts due to PIUR, Customer hereby grants to PIUR a first security interest in all current and future inventory of the Products, including any returned or repossessed Products, and in all proceeds thereof for as long as such Products shall not have been sold by Customer in the ordinary course of business (the "**Collateral**"). PIUR shall be entitled to file any and all financing, continuation or similar statements under the Uniform Commercial Code in any jurisdiction and take any and all other action necessary or desirable, in Customer's sole and absolute discretion, to perfect its security interest in the Collateral and to establish, continue, preserve and protect PIUR's security interest in the Collateral. Customer agrees to take any and all actions and provide PIUR with all information necessary to enable PIUR to perfect and enforce its security interest in all jurisdictions and vis-à-vis any of Customer's creditors, and hereby irrevocably grants to PIUR a power of attorney to execute all necessary statements or documents in Customer's name for the perfection and enforcement of such security interest. Customer agrees to keep the insurable aspects of the Collateral fully insured against all risks and casualties customarily insured against and to protect the Collateral from the elements, theft and vandalism. Customer shall not remove the inventory comprising part of the Collateral from its current facilities other than in conjunction with the sale of products to customers in the ordinary course of business. PIUR's security interest in the Products shall remain in force until payment in full of the entire purchase price for such Products, and any other amounts due to PIUR by Customer. PIUR may, without notice, change or withdraw extensions of credit at any time.

## **12. RISK OF USE OF THE PRODUCTS**

**12.1.** CUSTOMER SHALL BE SOLELY LIABLE FOR ANY USE OF THE PRODUCTS AND SERVICES, AND FOR ANY RECALL, LOSS, CLAIM, DAMAGE OR LIABILITY OF ANY KIND WHICH MAY ARISE FROM OR IN CONNECTION WITH THE USE, HANDLING OPERATION, OR STORAGE OF THE PRODUCTS (OR ANY COMPONENT THEREOF) AFTER

DELIVERY TO CUSTOMER. IF PIUR ARRANGES FOR TRANSPORTATION OF THE PRODUCTS ON CUSTOMER'S BEHALF, PIUR WILL NOT BE LIABLE FOR ANY DAMAGES THAT OCCUR DURING SUCH TRANSPORTATION.

## **13. LIMITATION OF REMEDIES AND LIABILITY**

**13.1.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, PIUR SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, WHETHER DIRECTLY OR BY WAY OF INDEMNITY, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, EXEMPLARY OR STATUTORY DAMAGES ARISING OUT OF THE SALES CONTRACT OR ITS PERFORMANCE OR BREACH, INCLUDING WITHOUT LIMITATION DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY, LOST PROFITS OR REVENUES, DIMINUTION IN VALUE OR LOSS OF FUTURE BUSINESS OR REPUTATION. PIUR'S AGGREGATE LIABILITY UNDER OR IN RELATION TO THE SALES CONTRACT SHALL NOT EXCEED THE PURCHASE PRICE OR THE SERVICE FEE, PAID BY CUSTOMER FOR THE PRODUCT OR SERVICE THAT GAVE RISE TO THE CLAIM. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THESE TERMS FAIRLY ALLOCATE THE RISKS BETWEEN PIUR AND CUSTOMER, THAT PIUR'S PRICING REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, PIUR WOULD NOT HAVE ENTERED INTO AN AGREEMENT WITH CUSTOMER TO SELL PRODUCTS OR PERFORM THE SERVICES.

**13.2.** In jurisdictions that limit or preclude limitations or exclusion of remedies, damages, or liability, such as liability for gross negligence or willful misconduct or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages or liability set forth in the Sales Contract are intended to apply to the maximum extent permitted by applicable law, and the Sales Contract shall be deemed amended to comply with such limitations or exclusions. Customer may also have other rights that vary by state, country or jurisdiction.

## **14. INDEMNIFICATION BY CUSTOMER**

**14.1.** Customer shall indemnify, defend, and hold harmless, PIUR and its affiliates, directors, officers, employees, shareholders, suppliers, contractors, agents and representatives from and against any and all liability, claims, lawsuits, losses, demands, damages, costs and expenses, including without limitation attorney's fees and costs, expert's fees and costs, and court costs ("**Losses**") and in each case arising out of any damage, personal injury or defects to Products delivered or Services performed under a Sales Contract resulting from, related to, or in connection with (i) Customer's breach of any its obligations arising from the Sales Contract, including without limitation Customer's failure to fulfill its obligations under Section 5, (ii) Customer's failure to properly communicate to any end user of the Product the User Documentation and other materials, documentation and warnings, (iii) Customer's violation of applicable laws, rules and regulations (including but not limited to data privacy laws, rules and regulations) including but not limited to those applicable in the country of destination, (iv) any representation and warranty with respect to the Product or Services that Customer has granted to a third party that are inconsistent with those set forth in the Sales Contract, (v) damages caused to the Product by Customer's employees, agents and/or other representatives, (vi) any acts or omissions of Customer or third parties that would void the Limited Product Warranty or Limited Services Warranty, or (vii) any acts or omissions of Customer, its customers, employees or agents that resulted in reputational damage to PIUR or violation of PIUR's intellectual property rights.

## **15. DUTY TO REPORT INCIDENTS AND REGULATORY ACTIONS**

**15.1.** Customer shall notify PIUR by telephone (for preliminary information only), e-mail or registered courier mail immediately upon becoming aware that the Product (i) fails or is alleged to have failed to comply with any product safety requirements or applicable product safety rules, specifications, or standards promulgated by any governmental agency in the country of use; (ii) use has resulted in an adverse event such as death, serious injury or malfunction; (iii) constitutes a substantial risk of

injury to the public, or (iv) is subject to any governmental or similar investigation or claim. The obligation of Customer to so notify PIUR shall also continue to apply if the Products were sold, transferred, conveyed or otherwise passed on to a third party.

**15.2.** Customer shall fully cooperate with PIUR in the investigation and determination of the cause of incidents listed in Section 15.1.

## **16. INSURANCE**

**16.1.** Customer shall procure and maintain at its expense adequate insurance to fulfill its obligations under its Sales Contract with PIUR including but not limited to its indemnification obligations under Section 14, and naming PIUR, its successors and assigns as additional named insureds. Upon PIUR's reasonable request, Customer shall furnish to PIUR a certificate evidencing Customer's compliance with this provision.

## **17. CONFIDENTIAL INFORMATION**

**17.1.** Any information furnished to Customer relating to or as a result of an Order of Products or Services rendered by PIUR shall be considered strictly confidential and shall be held in strict confidence by Customer, its employees, agents and other representatives. Such information shall not be reproduced, used or disclosed to others by Customer without PIUR's prior written consent and shall be returned to PIUR upon the earlier of PIUR's request or the fulfillment of the last Confirmed Order. In the event of a violation or threatened violation of Customer's obligations under this Section 16, PIUR shall be entitled to seek equitable relief, including without limitation, orders for preliminary or permanent injunction, specific performance and any other relief that may be available from any court, without the requirement to secure or post any bond, or show actual monetary damages in connection with such relief. These remedies shall not be deemed to be exclusive but in addition to all other remedies available under these Terms, at law, or in equity.

## **18. MISCELLANEOUS TERMS**

**18.1.** The Sales Contract shall be exclusively governed by and construed and interpreted in accordance with the laws of the Commonwealth of

Massachusetts (without giving effect to principles of conflicts of laws). The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Sales Contract or to any purchase or sale of Products.

**18.2.** Unless otherwise agreed by the Parties in a Confirmed Order, all disputes, controversy or claim arising out of or relating to the Sales Contract shall be submitted to the exclusive jurisdiction of the state or federal courts with jurisdiction in the City of Cambridge, County of Middlesex, Commonwealth of Massachusetts, provided that notwithstanding the foregoing, PIUR shall be entitled to seek specific performance and injunctive relief in any court of competent jurisdiction. Each Party hereby waives any and all claims, pleas or defenses (including without limitation a plea for forum non conveniens) that would permit such Party to seek the jurisdiction of any courts or arbitration tribunals other than those set forth in the preceding sentence. If any term or provision of the Sales Contract is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Sales Contract or invalidate or render unenforceable such term or provision in any other jurisdiction.

**18.3.** PIUR may assign its rights and/or delegate its liabilities under the Sales Contract at any time. Customer may not assign its rights or delegate its duties under the Sales Contract without PIUR's prior written consent.

**18.4.** PIUR's waiver of any breach or violation of the terms of the Sales Contract shall not be construed as a waiver of any other present or future breach or breaches by Customer.

**18.5.** The Parties hereto are independent contractors and nothing in the Sales Contract will be construed as creating a joint venture, partnership, employment or agency relationship between the Parties.

**18.6.** Notices by a Party regarding the exercise of rights and obligations under the Sales Contract must be signed by authorized representatives of such Party, and delivered via courier, mail or e-mail to the other Party's address indicated in the applicable Confirmed Order, provided that a notice by e-mail shall only be validly given if receipt thereof is acknowledged in writing by the recipient.

**18.7.** The Sales Contract constitutes the entire and exclusive agreement of the Parties regarding the subject matter hereof and supersedes any and all prior or contemporaneous agreements, communications, and understandings (both written and oral) regarding such subject matter. In the event of a conflict between the provisions of these Terms and the provisions of a Confirmed Order, the provisions of a Confirmed Order shall prevail. The terms of the Sales Contract may only be modified or amended in writing which specifically states that it amends or modifies the Sales Contract and is signed by an authorized representative of each Party. Notwithstanding the foregoing, PIUR may amend these Terms unilaterally from time to time, provided that such amendments shall only apply to Orders placed and confirmed after the amendments.

**18.8.** The terms of the Sales Contract, which by their nature should survive the expiration or termination of the Sales Contract in order to give proper effect to its intent, shall remain in force after the termination or expiration of the Sales Contract including, but not limited to the following Sections: 11 through 18.

**18.9.** EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THE SALES CONTRACT.

**18.10.** The Sales Contract (or parts thereof) may be executed in several counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument. The Sales Contract, and any amendments hereto, to the extent executed and delivered via PDF or any other electronic mode of delivery (including, without limitation, via DocuSign or any similar service) shall be treated in all manner and respects as an original and shall be considered to have the same binding legal effect as if it were delivered in person.