

## TERMS AND CONDITIONS OF SALE AND SERVICE

Rivanna Medical, Inc. ("Seller") and the purchaser of any Goods or Services ("Customer") expressly agree to the following terms and conditions:

1. **GOODS.** "Goods" shall mean all products sold by Seller to Customer at any time, including but not limited to ultrasound instruments, training models, adaptors, cables, carrying cases, and software. Seller reserves the right to make changes in specifications or features or discontinue the sales of the Goods at any time and without prior notice to Customer.
2. **SERVICES.** In the event Customer purchases a "Service Plan" from the Seller, it shall expressly include the following items: (i) shipment of a replacement item for temporary use while the Customer's Good(s) undergo diagnostic testing and repair (the "Loaner Goods"); (ii) free first repair of any Goods; (iii) two (2) additional repairs per year at a flat fee for all required repairs that are not covered by the warranty set forth below; (iv) software upgrades to the purchase model of the Goods, if any; and (v) free access to remote customer services for updated and current Goods. Title to all Loaner Goods provided to Customer shall remain with the Seller unless or until (i) it is the first Loaner Good provided to Customer, in which event title shall pass to Customer upon delivery to a carrier for shipment, or (ii) in the event of any subsequent Loaner Goods, Customer pays to the Seller an additional flat fee at Seller's then-prevailing rate. The Service Plan shall not include in-person training unless otherwise agreed to by the parties in a writing signed by Seller. The Customer shall not have access to the Service Plan until payment is received by Seller. The initial Service Plan term shall start from the date of the original shipment of the Customer's purchased Good(s) irrespective of the date of the Service Plan purchase. If the initial Service Plan purchase date does not coincide with the purchase date of the Goods, then reinstatement fees may apply. "Services," as used herein, shall mean the performance of the Service Plan by the Seller for the benefit of the Customer.
3. **ACCEPTANCE.** By placing an order with Seller for the future delivery of Goods or Services or accepting Goods or Services from Seller, Customer accepts and expressly agrees to Seller's terms and conditions of sale contained herein. Acceptance of Goods and/or Services shall automatically occur fifteen (15) days after delivery. All terms and conditions that may otherwise appear or be included on any customer's purchase order, specifications or otherwise are hereby expressly rejected unless otherwise agreed to in a writing executed by Seller.
4. **INTELLECTUAL PROPERTY.** Subject to the terms and conditions contained herein, Seller hereby grants Customer a limited, revocable, non-exclusive, non-transferable, fully paid license (without the right to sublicense) to use any and all intellectual property of or related to the Goods or Services, including but not limited to patents, trademarks, trade dress, trade secrets or copyrights, solely for the purposes of selling, distributing, marketing, promoting and using the Goods and Services (the "Intellectual Property"). Customer acknowledges and agrees that Seller is the sole and exclusive owner of all right, title and interest in and to the Intellectual Property. All goodwill associated with the Intellectual Property shall inure to the benefit of Seller. Customer shall notify Seller in writing of any infringements or imitations by third parties.
5. **QUOTATION.** All quotes expire thirty (30) days after the date quote is provided to Customer. The quoted price is exclusive of: a) freight charges unless specifications state otherwise; and b) any sales, excise or other taxes of any nature whatsoever imposed by any government authority.
6. **ORDERS.** Orders cannot be canceled except upon Seller's prior written consent and upon terms that will compensate Seller against all costs, expenses and losses incurred by Seller in reliance of the order. All orders and order cancellations must be in writing. If Customer purchased items at a trade show or otherwise made a point-of-sale transaction, the order is considered complete and cannot be cancelled or rescinded.
7. **DELIVERY.** Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. Seller's facility. Special priority pickup (including air freight) or delivery service will be provided at current rates upon Customer's request. Risk of loss to Goods purchased hereunder shall pass to the Customer upon delivery to carrier at shipping point, upon mailing of invoices for finished work, or upon hand delivery of Goods to a Customer, whichever occurs first. Title to the Goods shall not pass to Customer until Customer has paid all amounts due and owing to the Seller in full. In the event Customer is participating in a trial program offered by the Seller, as detailed in the quote, Customer shall be charged with the safekeeping of the Goods during the trial period, and shall be solely responsible for any loss or destruction of the Goods, loss of possession thereof, or any inability to return the Goods to the Seller for any

reason whatsoever, and in the event of loss, destruction or otherwise, Customer will pay to Seller the full cost of the Goods plus all other fees and costs, including but not limited to sales tax.

8. **TERMS.** Payment is due at the time of sale if the Goods or Services are purchased at a trade show or are otherwise made during a point-of-sale transaction. Payment is due in U.S. funds thirty (30) days from the invoice date unless otherwise agreed to in writing by Seller. In the event Customer is participating in Seller's trial program, and has not returned the Goods subject thereto to the Seller on or before the end of the trial period, payment shall be due and payable thirty (30) days after the end of such Customer's trial period, whether or not Seller submits or re-submits an invoice for payment to Customer. All payments not tendered when due shall bear interest at the rate of 5% per month (or the maximum rate permitted by law) until paid. All payments shall be applied first to the reduction of any and all accrued and unpaid interest and the balance to the reduction of principal until payment, in full, shall be made pursuant to this agreement. Seller may refuse to deliver any Goods so long as it, in its sole and exclusive discretion, has reasonable grounds for insecurity concerning customer's financial condition or customer's ability or willingness to perform its obligations hereunder. Customer hereby acknowledges and agrees that it shall pay any and all costs and expenses relating to the collection of all payments due hereunder, if any, and such costs shall be allowed and included as additional indebtedness in any judgment relating to the collection of payments due hereunder, all expenditures and expenses which may be paid or incurred by Seller, including but not limited to, actual attorneys' fees and court costs.
9. **TAXES.** Buyer shall be solely responsible for any and all applicable taxes and duties payable to any taxing authority in connection with Buyer's purchase and use of the Goods.
10. **WARRANTY.** Seller warrants that all Goods shall be delivered free from defects in material, workmanship and title and that any Services shall be performed in a competent, diligent manner. The warranty for Goods and Services shall expire one (1) year from shipment of Goods or performance of Services. If Goods or Services do not meet the above warranties, Customer shall promptly notify Seller in writing prior to expiration of the warranty period. Seller shall (i) at its option, repair or replace defective Goods with new or refurbished parts, materials and/or Goods and (ii) re-perform defective Services. If despite Seller's reasonable efforts, a non-conforming good cannot be repaired or replaced, or non-conforming Services cannot be re-performed, Seller shall refund or credit monies paid by Customer for such non-conforming Goods and Services. Seller may use refurbished parts in new Goods as long as it uses the same quality control procedures and warranties as for new Goods. Any part for which Seller has supplied a replacement shall become Seller's property. Warranty repair, replacement or re-performance by Seller shall not extend or renew the applicable warranty period. Customer shall return any allegedly defective good to Seller for diagnosis. The warranties and remedies are conditioned upon (a) proper storage, installation, use, operation, and maintenance of Goods, (b) Customer keeping accurate and complete records of operation and maintenance during the warranty period and providing Seller access to those records, and (c) modification or repair of Goods or Services only as authorized by Seller in writing. For the avoidance of doubt, the warranty provided herein does not include and/or cover damage or defects in the Goods arising from or related to misuse and/or mishandling. Failure to meet any conditions set forth above renders the warranty null and void. Seller is not responsible for normal wear and tear. In the event the returned Good(s) are not covered by the warranty provided herein, Customer shall be responsible for all costs and fees associated with repair or replacement. This Section 10 provides the exclusive remedies for all claims based on failure of or defect in Goods or Services, regardless of when the failure or defect arises, and whether a claim, however described, is based on contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise. **THE WARRANTIES PROVIDED IN THIS SECTION 10 ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS AND GUARANTEES WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. NO IMPLIED OR STATUTORY WARRANTY, OR WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES. CUSTOMER ASSUMES ALL RISK AND LIABILITY FOR ALL LOSS, DAMAGE OR INJURY TO PERSON OR PROPERTY RESULTING FROM THE USE OF SAID GOODS. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IN NO EVENT SHALL SELLER'S LIABILITY TO CUSTOMER EXCEED THE PURCHASE PRICE PAID BY CUSTOMER FOR THE GOODS OR SERVICES GOVERNED BY THIS INVOICE.**
11. **NON-WARRANTY REPAIR.** In the event any Goods are damaged and not covered by the express Warranty included in Section 10 above, including but not limited to mishandling or misuse by Customer or any other third party, Seller agrees to make commercially reasonable efforts to diagnose the Good(s) within 48 hours of the return of the Good(s) to the

Seller. Seller shall supply Customer with a quote for repair costs and fees, including labor charged at the Seller's then-prevailing rate.

- 12. COMPLIANCE.** Seller shall comply with laws applicable to the manufacture of Goods and its performance of the Services in the Approved Territories. Customer shall comply with laws applicable to the application, operation, use and disposal of the Goods and Services. Seller's obligations are conditioned upon Customer's compliance with all applicable laws and regulations in the Approved Territories. Customer shall not trans-ship, re-export, divert or direct Goods to any location other than the Approved Territories. For a current list of Approved Territories, Customer should contact Seller prior to any shipment or export of the Goods. Contacting Seller shall not waive the requirements of this Section or the indemnification obligations set forth below. Per the United States Food and Drug Administration, or any other international guidelines or regulations, the Goods shall only be purchased and used on humans under the direction of a medical doctor. By purchasing the Goods and/or Services, Customer agrees that he/she/it understands, takes responsibility and shall abide by all rules and regulations of the Approved Territories.
13. Seller and Customer agree to comply with the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)) and its implementing regulations, including without limitation, the equipment rental safe harbor (42 C.F.R. § 1001.952(c)) and the discount safe harbor (42 C.F.R. § 1001.952(h)), as applicable. The parties acknowledge that the prices on the invoice or quote provided to Customer may reflect a "discount or other reduction in price," as such terms are defined under the discount safe harbor. To the extent required by the discount safe harbor, each party shall comply with its respective disclosure and reporting requirements thereunder.
14. INDEMNIFICATION. The Customer shall defend, indemnify and hold harmless Seller from any and all loss, cost, expense, and damages (including court cost and reasonable attorney's fees) (collectively, the "Losses") on account of any and all manner of claims, demands, actions, and proceedings that may be instituted against Seller as a result of: (i) Losses arising from or related to the misuse, improper handling and/or improper storage of the Goods; (ii) Losses arising from the negligence or intentional misconduct of Customer or Customer's customers, its officers, directors, employees, agents or assigns; and/or (iv) Losses arising from or connected to Customer's breach of these terms and conditions, including but not limited to the requirements of Section 12 and 13 above.
15. THE TOTAL LIABILITY OF SELLER FOR ALL CLAIMS OF ANY KIND ARISING FROM OR RELATED TO THE FORMATION, PERFORMANCE OR BREACH OF THIS INVOICE, OR ANY GOODS OR SERVICES, SHALL NOT EXCEED THE (I) PURCHASE PRICE, OR (II) \$10,000, WHICHEVER IS LESS. SELLER SHALL NOT BE LIABLE FOR LOSS OF PROFIT OR REVENUES, LOSS OF USE OF EQUIPMENT OR SYSTEMS, INTERRUPTION OF BUSINESS, COST OF CAPITAL, DOWNTIME COSTS, INCREASED OPERATING COSTS, ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES, OR CLAIMS OF CUSTOMER'S CUSTOMERS FOR ANY OF THE FOREGOING TYPES OF DAMAGES. ALL SELLER LIABILITY SHALL END UPON EXPIRATION OF THE APPLICABLE WARRANTY PERIOD, PROVIDED THAT CUSTOMER MAY CONTINUE TO ENFORCE A CLAIM FOR WHICH IT HAS GIVEN NOTICE PRIOR TO THAT DATE BY COMMENCING AN ACTION OR ARBITRATION, BEFORE EXPIRATION OF ANY STATUTE OF LIMITATIONS OR OTHER LEGAL TIME LIMITATION BUT IN NO EVENT LATER THAN ONE (1) YEAR AFTER EXPIRATION OF SUCH WARRANTY PERIOD. IF CUSTOMER IS SUPPLYING GOODS OR SERVICES TO A THIRD PARTY, OR USING GOODS OR SERVICES AT A FACILITY OWNED BY A THIRD PARTY, CUSTOMER SHALL EITHER (I) INDEMNIFY AND DEFEND SELLER FROM AND AGAINST ANY AND ALL CLAIMS BY, AND LIABILITY TO, ANY SUCH THIRD PARTY IN EXCESS OF THE LIMITATIONS SET FORTH ABOVE, OR (II) REQUIRE THAT THE THIRD PARTY AGREE, FOR THE BENEFIT OF AND ENFORCEABLE BY SELLER, TO BE BOUND BY ALL THE LIMITATIONS INCLUDED IN THIS SECTION 15. THE LIMITATIONS IN THIS SECTION 15 SHALL APPLY REGARDLESS OF WHETHER A CLAIM IS BASED IN CONTRACT, WARRANTY, INDEMNITY, TORT/EXTRA-CONTRACTUAL LIABILITY (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND SHALL PREVAIL OVER ANY CONFLICTING TERMS, EXCEPT TO THE EXTENT THAT SUCH TERMS FURTHER RESTRICT SELLER'S LIABILITY.
16. These terms and conditions are governed by the laws of the Commonwealth of Virginia. Litigation of any dispute arising hereunder will be held in the state and/or federal courts having jurisdiction over the City of Charlottesville, Virginia. If the

transaction includes the sale of Goods and the Customer is outside the United States, the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

17. ACCURO RENTAL. This Section 17 shall apply to any Customer that rents an Accuro from Seller. For the duration of Customer's rental term (the "Commitment Period"), Seller shall provide to Customer one (1) Accuro on a full-time basis. Customer shall be billed a monthly rental fee according to the quoted rate as set forth on the Customer quotation attached hereto and incorporated herein, and Customer may not terminate or cancel its equipment rental during the Commitment Period. Term of the Commitment Period shall not be for less than one (1) year. In the event any Customer invoices are past due during the Commitment Period, in addition to the remedies set forth in Section 8 above, Seller may repossess each Accuro in Customer's possession. Customer shall not sell, encumber, or otherwise take any action that would create a lien or harm Seller's title to each Accuro. Customer shall use each Accuro in a careful and proper manner and shall comply with all laws, ordinances, rules and regulations relating to the possession, operation, use and/or maintenance of the Accuro. Customer agrees that it will make no material alterations to the Accuro. Each Accuro rental unit shall be covered under Warranty described in Section 10 over the duration of the Commitment Period and serviced by Seller according to the terms and conditions of the Service Plan described in Section 2. Upon the expiration of the Commitment Period, Customer shall return each Accuro to Seller. If Accuro is lost or stolen during the Commitment Period, Customer shall pay to Seller the replacement cost of the Accuro. The obligations of this Agreement shall continue in full force and effect through the Commitment Period. Each Accuro shall remain in good condition, ordinary wear and tear excepted. At the end of the Commitment Period, Customer shall be given the option to buy out the Accuro rental unit at a price approximately equal to its depreciated fair market value or Customer may renew the rental with written purchase order. In the event Customer's Accuro rental unit is stolen during the Commitment Period, and if Customer provides adequate proof of theft, then Seller will provide a one-time replacement of the stolen Accuro at a replacement fee of \$3,500. Proof of theft must, at a minimum, include a filed police report; the adequacy of the proof of theft shall be at the sole discretion of Seller. Customer agrees to permit Seller to remotely disable any lost or stolen Accuro. Only one replacement Accuro resulting from theft will be permitted during each Commitment Period. This Section 17 and applicable Sections of this agreement shall serve as the entirety of the rental agreement between the Seller and Customer and covers all of the equipment rented between the parties for the term of the Commitment Period.

**ACCEPTED AND AGREED:**

**RIVANNA MEDICAL, Inc.**

**CUSTOMER:** \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_