

**1. SCOPE.** These Terms, including any and all exhibits, shall govern the sale and licensing of Hardware and Software and delivery of Services by Supplier. Any additional, different or conflicting terms contained in Customer's request for proposal, specifications, purchase order or any other written or oral communication from Customer shall not be binding in any way on Supplier. Supplier's failure to object to any such additional, different or conflicting terms shall not operate as a waiver of these Terms.

**2. DEFINITIONS.** The following terms used in this Agreement shall have the meaning set forth as follows:

"Acceptance" means Customer's acceptance of the Products, in accordance with the terms of Section 8 herein.

"Acceptance Test" means Supplier's standard protocol and procedure for testing and/or accepting delivery of the Hardware and/or Software, as revised from time to time by Supplier, which is incorporated herein by reference.

"Affiliate(s)" means, with reference to a specified person or entity, any person/entity that directly or indirectly controls or is controlled by or is under common control with the specified person/entity. The term "control" means the direct or indirect ownership of a majority of the outstanding voting securities of a corporate entity.

"Agreement" means the agreement between the Supplier and the Customer relating to the sale/license of the Deliverables, consisting of the Cover Page, these Terms and Conditions and all other exhibits attached thereto or incorporated herein by reference.

"Contractual Delivery Date" means the date specified as such on the Cover Page.

"Cover Page" means the document issued by Supplier containing Supplier's offer to the Customer, to which these Terms and all other applicable exhibits are attached or incorporated by reference.

"Deliverables" means the Services, Hardware and/or Software listed on the Cover Page and described in more detail in the Scope of Supply.

"Delivery" means the moment when Supplier fulfills its delivery obligation under the applicable trade term with respect to Hardware.

"Designated Equipment" means the designated network and authorized workstation terminals operated by Customer and/or as identified in the Scope of Supply.

"Effective Date" means the date of the last signature on the Cover Page unless a specific Effective Date is otherwise stated.

"End-User" means the entity using the Hardware and/or Software at the Site (as defined on the Cover Page).

"Feasibility Study" means Supplier's Unity feasibility study, a Site Survey, Site readiness in accordance with the Site Requirements, and Site inspections carried out by Supplier.

"Hardware" means any tangible property listed in the Scope of Supply, including its Firmware and Operating Systems, as defined in Section 17.

"Installation" means any and all procedures and tasks that are specified by Supplier to be performed by Supplier following the arrival of the Hardware and/or Software at the Site.

"License Fee" means the price for the Software license, as specified on the Cover Page.

"Lost Profit" means the Price, minus any amounts already paid by the Customer to Supplier, minus the total costs that would have been incurred by Supplier and its Affiliates in manufacturing, delivering and installing the Deliverables at the Site or performing the Services and which Supplier and its Affiliates can reasonably avoid.

"Payment Terms" means the terms of payment for the Deliverables as set out on the Cover Page.

"Price" means the price for the Hardware, Services and/or Software as specified on the Cover Page.

"Product(s)" means collectively Hardware and/or Software.

"Scope of Supply" means the scope of supply attached to the Cover Page as an exhibit, specifying the Deliverables being purchased/licensed.

"Service Fee" means Supplier's price for the Services, as specified on the Cover Page and as adjusted on an annual basis pursuant to Section 3 of these Terms.

"Services" means the maintenance and support services listed in the Scope of Supply.

"Site" means the location specified as such on the Cover Page.

"Site Requirements" means the technical requirements specified by Supplier and provided to Customer which the Site must meet for the Installation and use of the Hardware, which are incorporated herein by reference.

"Software" means any software listed on the Cover Page and described in more detail in the Scope of Supply.

"Specifications" means, the specifications at the Effective Date adopted by Supplier and provided to Customer, which are incorporated herein by reference.

"Terms" means these standard terms and conditions of sale.

"Third Party Products" means Hardware, Software and/or services not manufactured, created or performed by or directly on behalf of Supplier or any of its Affiliates.

"Third Party Supplier" means the supplier of Third Party Products.

**3. PRICE AND PAYMENT TERMS.** The Price shall be due and payable as provided in the Payment Terms. Any stated Price is net and excludes any costs, taxes and duties. Customer shall be solely responsible for any costs, taxes and duties payable in connection with Customer's purchase or license. The Customer shall not be entitled to deduct, withhold or set off any amounts owed by the Supplier. Past due balances shall bear interest at a rate of 1.5 percent per month, but not to exceed the maximum amount permitted by applicable law.

In the event that the Contractual Delivery Date for any Product or the provision of Services is more than twelve months from the Effective Date of this Agreement, Supplier reserves the right to increase the Price yearly by the smaller of (a) five percent or (b) the percentage change in the Annual Consumer Price Index (CPI), as issued by the U.S. Bureau of Labor Statistics (All Urban Consumers, US Cities Average, Not Seasonally Adjusted) for the period between the Effective Date and the Contractual Delivery Date for such Product or between the Effective Date and the first anniversary of the Effective Date (and again on each subsequent anniversary of the Effective Date) for provision of Services.

**4. RESERVATION OF TITLE.** Supplier shall retain title to the Hardware until the Price has been paid in full. Further, the Customer hereby grants to Supplier a first

priority security interest in the Hardware to secure full performance of Customer's obligations hereunder and Customer hereby authorizes Supplier to execute and to file any documents necessary to perfect such security interest. As long as title to the Hardware is retained by Supplier, the Customer shall exercise reasonable care and diligence to keep the Hardware in good working order and shall obtain and maintain fire and extended coverage insurance for its fair insurable value, with an insurance company acceptable to Supplier, with loss payable to Supplier as its interests may appear. Upon Supplier's request, the Customer shall evidence that such insurance exists. The Customer shall be prohibited from transferring ownership of the Hardware by way of sales, security, pledge, or otherwise encumbering or disposing of the Hardware in any manner which impedes the Supplier's rights herein.

**5. CUSTOMER'S DEFAULT.** If Customer fails to make any payments by the due date thereof, then Supplier may give Customer written notice of such failure and Supplier may suspend all performance under this Agreement. If Customer fails to make any payment within thirty calendar days after the date of Supplier's notice of late payment, Supplier may elect to terminate the Agreement by giving written notice of termination. Such termination shall be effective as of the date of such termination notice. If any Products have been delivered to Customer, Supplier shall be entitled, without prejudice to its other rights and remedies, to enter the Site and remove and repossess and/or disable the Products. In the event Supplier terminates the Agreement due to Customer's breach, Supplier shall be entitled, without prejudice to its other rights and remedies, to recover from Customer the Lost Profit and all reasonable costs incurred in the recovery thereof. Supplier may also exercise any rights and privileges available to it as a secured creditor of Customer under applicable law.

**6. DELIVERY AND RISK.** Except as otherwise provided herein, Supplier shall deliver the Hardware to Customer CIP Site (CIP delivery term as defined in Incoterms 2010) and risk of loss to the Hardware shall pass to Customer when the Hardware is delivered to the first carrier by Supplier. Supplier may make partial shipments. While Supplier shall make commercially reasonable efforts to meet the Contractual Delivery Date, all delivery dates are approximate only and Supplier shall not be liable for any loss or expense (consequential or otherwise) incurred by Customer if Supplier fails to meet the specified Contractual Delivery Date. Should the Contractual Delivery Date be postponed at Customer's request, or by Supplier due to Customer's failure to supply all required technical information and data, including drawing approvals, and all required commercial documentation or Customer's failure to have completed all required Site preparations, Supplier shall have the right to deliver the Products to storage at Customer's risk and expense, including without limitation transport, storage and insurance costs. In such event: (i) any unpaid balance of the Price for the Products in storage shall become immediately due and payable, and (ii) the Products shall be deemed accepted by Customer; and (iii) the warranty period shall start upon arrival in storage. If Installation has not been completed within six months of the arrival of the Hardware at the Site through no fault of Supplier, then Supplier shall no longer be required to provide Installation.

**7. FORCE MAJEURE.** If either party suffers delay in performance due to any cause beyond its reasonable control, including without limitation, acts of nature (e.g., hurricanes, tsunamis, earthquakes, etc.), strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, failure of normal sources of supply, or acts of government (including changes in legislation), then the affected party shall timely notify the other party and the time of performance (except for payment of money) shall be extended for a period of time equal to the period of the delay. If either party suffers such delay in performance for a continuous period in excess of six (6) months, Supplier may by written notice terminate this Agreement in whole or in part, in which case Supplier shall have no liability except that right and liabilities that accrued prior to such termination shall continue to subsist.

**8. ACCEPTANCE.** For Hardware with Installation included in the Price, Customer's Acceptance occurs upon the earlier of: (1) successful

completion of the Acceptance Test; (2) Customer's or End-User's execution of Supplier's acceptance form; (3) use of the Hardware by Customer, End-User, or their agents, employees, or licensees; (4) six months after the arrival of the Hardware at the Site; (5) thirty-first day after the arrival of the Hardware at the Site, if Installation has not been completed within thirty days of the arrival of the Hardware at the Site through no fault of Supplier. For Hardware without Installation included in the Price, Customer's Acceptance occurs upon the arrival of the Hardware at the Site. For Software, Customer's Acceptance occurs upon the earlier of: (1) the day the Software has been made available to Customer or End-User either on: (i) the Designated Equipment or (ii) remotely or as a cloud based solution, or (2) the day of the arrival of the Software at the Site. After Acceptance, Customer's remedies shall be solely as provided in the warranty. Within three days of arrival of a Product at the Site, Customer shall examine the Product fully and make all relevant complaints and claims to Supplier. Customer's remedies in respect of relevant complaints and claims which could have been made in the normal course of business, but have not been made within (a) three working days of arrival of a Product at the Site with regard to apparent defects or (b) three working days of the date of detection with regard to other defects, shall be excluded.

**9. CANCELLATIONS.** No Agreement may be terminated, canceled or modified by Customer. If Customer wrongfully terminates the Agreement, without prejudice to any remedies Supplier may have under the Agreement or at law, Customer shall pay to Supplier the Lost Profit including the reasonable costs of recovery thereof.

**10. PROPRIETARY NOTICES.** Supplier or Supplier's licensors own all right, title, and interest (including without limitation all intellectual property rights) in the Products and to all drawings, designs, specifications, manuals, and code furnished by Supplier to Customer. Customer shall not remove, alter, or obscure any copyright, trademark, trade secret, government restricted right, or other proprietary or confidentiality notices or legends from any copy of such materials that are (i) placed or embedded by Supplier or its licensors on/in the Products, (ii) displayed when the Products run, or (iii) applied to the Products, their packaging, labels, or any other materials provided under this Agreement. All such materials and related information as well as this Agreement are supplied in confidence to Customer and shall be handled in accordance with Section 11 below.

**11. CONFIDENTIALITY.** Except as required by law or with the express written approval of Supplier, Customer agrees to receive and maintain all information received from Supplier in confidence, using the same degree of care which Customer employs with its own confidential information, provided this is no less than a reasonable standard of care, and Customer will not disclose to any person or make public or authorize the disclosure of any such information and will not use such information for any purpose, except as expressly agreed to by Supplier in writing or in another applicable agreement between Supplier and Customer. Customer acknowledges that its failure to comply with the provisions of this Section may cause irreparable harm to Supplier which cannot be adequately compensated for in damages and accordingly acknowledges that Supplier will be entitled to claim, in addition to any other remedies available to it, interlocutory and permanent injunctive relief to restrain any anticipated, present or continuing breach of this Section. Customer shall defend, indemnify and hold harmless Supplier from any and all claims arising from breach of the confidentiality obligation contained herein.

**12. HARDWARE WARRANTY.** Supplier warrants that all Hardware (other than Third Party Products), including any Firmware and/or Operating System loaded on the Hardware, will be free from defects in material and workmanship and will perform in substantial compliance with the Specifications. This warranty shall begin upon Acceptance and continue for a period of one year from such date. Customer's sole and exclusive remedy for any failure of the Hardware to perform in substantial compliance with the Specifications shall be repair or, at Supplier's option, replacement of the Hardware in whole or in part. Supplier may use refurbished parts and components to replace or repair the Hardware and replaced parts shall, at Supplier's option, become the property of Supplier. Repaired or

replaced Hardware is warranted only for the unexpired portion of the original warranty period. Any warranty or liability is excluded where the warranty claim arises out of Customer's or End-User's (1) accident or negligence or intentional act or omission; (2) use or storage of the Hardware in a manner not authorized by Supplier; (3) normal wear and tear; (4) lack of routine care or maintenance as indicated by Supplier; (5) failure to use or take any proper precautions under the circumstances; or (6) modification of any Hardware. **THIS LIMITED WARRANTY IS EXPRESSLY GIVEN IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXCLUDED TO THE EXTENT PERMITTED BY LAW.** Any failure by Customer to implement any improvements or updates to the Hardware as supplied by Supplier or its representative shall void any and all of Supplier's obligations with respect to the Hardware.

Warranties for Software and Services, if any, shall be as set forth in the Software and Service Exhibits.

**13. PATENTS AND OTHER INTELLECTUAL PROPERTY RIGHTS.** Supplier will defend, indemnify and hold harmless Customer from any third party claims for patent, trade secret or copyright infringement arising from Customer's use of the Products except for Third Party Products. If any such claim materially interferes with Customer's use of the Products, Supplier shall, at its option: (i) substitute functionally equivalent non-infringing Products; (ii) modify the infringing Products so that they no longer infringe but remain functionally equivalent; (iii) obtain for Customer at Supplier's expense the right to continue to use the infringing Products; or (iv) if the foregoing are not commercially reasonable, refund to Customer the Price of the infringing Products, as depreciated (based on five year straight-line depreciation), in which event Customer shall return the infringing Products to Supplier. Any claims arising from Customer's use of infringing Products after Supplier's notification to discontinue use and offering one of the remedies set forth in above are the sole responsibility of Customer. The above indemnification obligation is conditional upon Customer providing Supplier prompt written notice of the infringement claim after receiving notice of such claim, allowing Supplier to control the defense of such claim, and reasonably cooperating with Supplier in such defense. Notwithstanding any other provision in this Agreement, Supplier shall not have any obligation to Customer hereunder for infringement claims based on or resulting from: (a) use of such infringing Products in combination with any computer software, tools, hardware, equipment, materials, or services, not furnished or authorized in writing for use by Supplier; (b) use of such infringing Products in a manner or environment or for any purpose for which Supplier did not design or license it, or in violation of Supplier's use instructions; or (c) any modification of such infringing Products by Customer or any third party. Supplier shall not be responsible for any compromise or settlement or claim made by Customer without Supplier's written consent.

**14. THIRD PARTY PRODUCTS.** With respect to Third Party Products, Customer agrees and acknowledges that: (a) Customer has made the selection of these Third Party Products on its own; (b) the Third Party Products are being acquired by Supplier solely at the request of and for the benefit of Customer, in order to eliminate the need for Customer to issue a separate purchase order to the manufacturer of the Third Party Products; (c) Supplier is entitled to charge Customer a special handling fee of fifteen percent of the Price for the Third Party Products; (d) no representation, warranty or guarantee has been made by Supplier with respect to the Third Party Products; (e) the obligation of Customer to pay Supplier for the Third Party Products is absolute and unconditional; (f) Supplier has no responsibility to Service such Third Party Products; (g) Customer will assert no claim whatsoever against Supplier with respect to the Third Party Products, and will look solely to the manufacturer regarding any such claims; (h) Customer will indemnify and hold Supplier harmless from and against any and all claims, regardless of the form of action, related to, resulting from or caused by the Third Party Products or any work or service provided by the manufacturer of the Third Party Products or any other party and (i) upon Supplier's request, Customer shall assign to Supplier any rights and remedies that Customer may have against any

third parties and shall take such other steps as Supplier may reasonably request, as necessary to carry out the intent of this Section 14. **ALL WARRANTIES ON THIRD PARTY PRODUCTS ARE HEREBY EXCLUDED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE EXTENT PERMITTED BY LAW.**

**15. COMPLIANCE AND END-USER BACK-TO BACK RESPONSIBILITY.** This Agreement is subject to Supplier's on-going determination that Customer and this Agreement comply with all applicable laws and regulations, including those relating to workplace health and safety, medical device or pharmaceutical regulatory issues anti-bribery, export/import control, including sanctions requirements, and money laundering prevention. Customer represents and covenants that it is purchasing the Products for its own use consistent with the terms of this Agreement and that it will not re-sell the Products to any other party or to export or re-export the Products outside the country to which Supplier delivers the Products, except for supplying the Products to the End-User. The Customer shall procure at his own cost all licenses and documents required for import of the Products, which may also be required for using the Products. Refusal of import permission does not entitle the Customer to withdraw from this Agreement or to claim damages. The Supplier shall not be liable for any non-performance or any delay in performance under this Agreement in the event that there is (i) a change in applicable laws and regulations or (ii) a refusal or a delay by any applicable competent authorities to issue a license or (iii) a refusal by a Third Party Supplier or financial service provider to engage in transactions with any particular country. Further, the Supplier shall not be liable for any non-performance or any delay in performance under this Agreement where this is due to the Supplier, acting reasonably, determining that it is unsafe to send a service engineer or other personnel to the relevant country. **CUSTOMER AGREES TO INDEMNIFY AND HOLD SUPPLIER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO CUSTOMER'S NON-COMPLIANCE WITH THIS SECTION.**

**16. CUSTOMER USAGE AND RESPONSIBILITIES.** Customer shall not decompile, disassemble, or reverse engineer any Products. Customer shall be solely responsible for establishing and maintaining security, virus protection, backup and disaster recovery plans for any data, images, software or equipment. Supplier shall have no obligation or liability with respect to the recovery of lost data or images. Supplier can make no assurances that Product performance will not be affected by the use of parts not supplied by Supplier. All clinical and medical treatment and diagnostic decisions are the responsibility of Customer or the End-User, and its professional healthcare providers, and the Products shall not be run, operated or otherwise used, except by qualified employees or physicians who are suitably skilled and experienced to use the Products and in accordance with Supplier's instructions. Due to the large variety of potential applications, the Products may not have been tested in all situations, and Customer is also responsible for establishing the adequacy of independent procedures for testing and the reliability and the accuracy of the Products. The Products shall be used solely at the Site and shall not be removed from the Site. Customer shall indemnify Supplier and its Affiliates for and against all damages and liabilities together with costs of defending claims that arise in connection with Customer's failure to comply with this section.

**17. FIRMWARE AND OPERATING SYSTEMS.** The Hardware may contain internal system code that executes below the external user interface and which is integral to the operation of the Hardware ("Firmware"), as well as operating system software ("Operating Systems"). Supplier, or its suppliers, owns all rights in the Firmware and Operating Systems. Except where such Firmware or Operating System is owned by a third party which licenses it directly to Customer, Supplier hereby grants Customer, as long as Customer owns the Hardware, a limited, personal, non-transferable, non-exclusive license to use the applicable Firmware and Operating System as part of the normal operation and maintenance of the Hardware. Customer shall not otherwise copy, print, alter, decompile, disassemble, reverse engineer, decode, or translate Firmware or Operating System except to the extent such prohibition is void under applicable law.

**18. SITE PREPARATION AND PERMITS.** Customer agrees to prepare the Site at its own expense in accordance with the Site Requirements. The Site preparation shall be in compliance with all safety, electrical and building codes relevant to the Products. Customer shall be responsible for obtaining all permits and for meeting all requirements relating to applicable state and local codes, registrations, regulations, statutes, and ordinances affecting the Products, including their transportation, installation, possession, use, architectural design, radiation protection walls and barriers, patient viewing devices, compliance with facility personnel safety devices and related inspections, utility service design and location, and other details pertaining to the Site

**19. INSTALLATION.** In situations where Supplier is responsible for Installation as specified in the Scope of Supply, Supplier shall arrange for Installation of the Products at the Site. Customer shall provide reasonable and adequate access to the Site, as required by Supplier to perform Installation, and shall comply with Supplier's or its representative's reasonable requirements. Rigging costs shall be the responsibility of Customer.

**20. REPORTING.** To the extent reasonably required by Supplier, Customer shall collect and provide to Supplier case reports and information concerning patient treatments. Customer shall also provide Supplier with a copy of any information with respect to a reportable event required to be reported according to applicable laws, regulations or recommendation relating to the Products. All reports submitted to Supplier shall be sanitized to omit individually identifiable information.

**21. LIMITATION OF LIABILITY.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SUPPLIER'S (AND ITS AFFILIATES') TOTAL LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID TO SUPPLIER BY CUSTOMER FOR THE DELIVERABLE THAT IS THE BASIS FOR THE CLAIM. EXCEPT AS PROVIDED IN SECTIONS 5 AND 9, NEITHER CUSTOMER NOR SUPPLIER (NOR THEIR RESPECTIVE AFFILIATES) SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, BREACH OF WARRANTY, PRODUCT LIABILITY, STATUTE, EQUITY OR OTHERWISE. THE LIMITATION OF LIABILITY AND EXCLUSION OF DAMAGES SHALL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

**22. APPLICABLE LAW AND ARBITRATION.** The Agreement shall be governed and construed in accordance with the laws of the State of Georgia, without regard to its conflict of laws principles. The applicability of the UN Sales Convention (CISG) shall be explicitly excluded. All disputes arising in relation to this Agreement shall be resolved by arbitration in Fulton County, Georgia (USA), under the Commercial Arbitration Rules of the American Arbitration Association. Notwithstanding the above the Supplier shall always – as its sole option - be able to bring a claim for payment of the Price to an ordinary court in Fulton County Georgia. Notwithstanding the foregoing, either party may seek equitable relief in any court of competent jurisdiction in order to protect its Confidential Information or intellectual property rights.

**23. ASSIGNMENT / END USER OBLIGATIONS.** Except as otherwise provided in this Agreement, neither Party may assign its respective rights or obligations under this Agreement in whole or in part to any person without obtaining the prior written consent, of the other Party. Notwithstanding the foregoing, Supplier may (i) assign this Agreement in whole or in part to an Affiliate and in such case Supplier shall take full responsibility for the Affiliate's compliance with this Agreement, (ii) Supplier shall have the right to assign receivables under this Agreement for financing purposes to Supplier's Affiliates or third parties. If the Customer makes an assignment (which shall require consent of Supplier) or if the Customer is not the End-User, the Customer hereby ensures that (a) the terms and conditions in this Agreement are included in the agreement with the End-

User/assignee and (b) the Customer takes full responsibility for the End-User's/assignee's compliance with this Agreement. The Customer shall also assist Supplier with all reasonable measures that Supplier may deem necessary to preserve the rights of the Supplier under this Agreement.

**24. AMENDMENT; WAIVER; SEVERABILITY; SURVIVAL.** This Agreement may be amended only in writing signed by both Parties, including this Section 24. Any failure to enforce any provision of this Agreement is not a waiver of that provision or of either party's right to later enforce each and every provision. In the event that any provision of this Agreement or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of both Parties. The Parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision. The terms of this Agreement that by their nature are intended to survive its expiration (such as the confidentiality provisions included herein) will continue in full force and effect after its expiration.

**25. RESPONSIBILITY FOR REMOVAL OF PATIENT HEALTH INFORMATION.** It shall be Customer's responsibility to ensure that all confidential and personal information, including protected health information as defined by HIPAA or any other applicable privacy laws, is properly removed from any decommissioned equipment prior to the removal of such equipment from Customer's premises. Customer shall indemnify and hold harmless Supplier from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with this provision by Customer, and Customer shall compensate Supplier for all losses and expenses resulting thereof.

**26. ENTIRE AGREEMENT AND CONFLICTING PROVISIONS.** This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior understandings, representations and warranties, written and oral.