SYSTEM INTEGRATION TERMS AND CONDITIONS OF SALE

1. PREAMBLE.

These System Integration Terms and Conditions of Sale ("**Terms and Conditions**") identify the terms under which Gyrus ACMI, Inc., a wholly owned subsidiary of Olympus Corporation of the Americas, by and through Olympus America Inc. ("**Olympus**"), shall make available the software and hardware products listed on the Quotation ("**Olympus Software**", or "**Olympus Hardware**", and collectively the "**Olympus System**") for purchase by the purchasing entity listed on the Quotation ("**Customer**"). After Customer's acceptance of the quotation for the Olympus System as prepared by Olympus (which shall have included these Terms and Conditions and Olympus's System Integration End User License Agreement), Customer shall issue a purchase order ("**PO**") to Olympus specifying those products and services to be purchased or licensed by Customer, a confirmation of the products' target delivery dates. The parties will mutually agree in writing as to any milestone payment dates and amounts as listed on the quotation. The agreement for the purchase of the Olympus System and Services (as defined below) shall be governed by these Terms and Conditions and the attached System Integration End User License Agreement (which together shall be the "**Agreement**").

2. DELIVERY/PAYMENT.

In consideration of Customer's payment of the relevant fees specified in the Agreement, Olympus shall ship the Olympus System FOB shipping point, on the date(s) which shall be mutually agreed upon in writing by the parties. Agreed shipping dates are firm, and any changes thereto may result in additional charges. Unless otherwise specified in the Agreement, all fees are exclusive of all sales, use and other taxes related to the transaction, and shipping charges. Olympus shall identify such excluded taxes, shipping, and handling charges on its invoice to Customer and Customer shall be responsible for their payment in full in accordance with the Agreement. If Customer has a tax-exempt status, Customer shall provide a tax exemption certificate to Olympus prior to Olympus's issuance of an order confirmation or invoice in order to avoid charges associated with any otherwise applicable taxes. Subject to credit approval at Olympus's discretion, unless otherwise specified in an order confirmation or the Agreement, payment is due net 30 days of date of invoice ("**Due Date**"). If Olympus does not grant the Customer credit, Olympus may require payment in advance. Olympus may charge a late fee of up to 1.5% per month (or, if less, the maximum rate allowable by law) on any balance due remaining unpaid for more than thirty (30) days from the Due Date.

3. CANCELLATIONS/RETURNS.

Cancellations or changes to orders by Customer require Olympus's prior written consent. Off the shelf Olympus System components in original unopened packaging have a return period of ninety (90) days from the date of shipment. Products that have been installed are not eligible for return. For a return to be processed, Customer must request a Return Merchandise Authorization ("**RMA**"), which Customer shall submit with the returned Olympus System. An RMA must be approved by Olympus, prior to a return being accepted.

4. Olympus SYSTEM LICENSE.

Subject to the terms of the Agreement and the End User License Agreement, Olympus grants to Customer a nonexclusive, nontransferable, perpetual license to use the Olympus System on a single device solely for Customer's internal business purposes.

5. CONFIDENTIALITY.

"**Confidential Information**" means the Olympus System and all other proprietary and confidential information concerning the business of one party which is disclosed to the other in connection with the Agreement, (including by not limited to, the Agreement, pricing, terms, products, computer programs, documentation, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans), that is identified as confidential prior to disclosure, or is of a such a nature that a reasonable person would understand it to be Confidential Information. During the term of the Agreement and for three (3) years after the termination thereof, neither party will, without the expressed prior written consent of the other, use Confidential Information except as authorized under the Agreement, or disclose any Confidential Information or any part thereof to any third party, except to the extent that such Confidential Information: (i) is or becomes generally available to the public through no fault of Customer; (ii) is rightfully received by

Customer from a third party without limitation as to its use; or (iii) is independently developed by Customer. Each party shall take such measures to protect Confidential Information as if it were their own and as such party may be required by law or regulation, specifically including HIPAA regulations relating to the confidentiality of personal health information. Customer also agrees that it shall not duplicate, translate, modify, copy, printout, cause or permit the disassembling, decompilation, reverse engineering, deriving of source code version or otherwise tampering with the products or any firmware, circuit board or software provided therewith. Each party represents and warrants that its employees and contractors are bound by a duty of confidentiality and that they will be bound by the terms and conditions of the Agreement. The terms of this Section shall survive expiration or termination of the Agreement.

6. PUBLICITY.

Either party may disclose that Customer has purchased the Olympus System, and Olympus may describe in general, non-confidential terms, Olympus's work under the Agreement in its marketing materials. Any other disclosure shall require the prior approval of both parties. Customer agrees to serve as a reference account upon prior request by Olympus, participate in case studies and other promotional activity of Olympus, and participate in the creation of a mutually agreed upon press release announcing Customer's purchase and use of the Olympus System.

7. Olympus SERVICES.

As specified in the PO, Olympus will provide Customer with certain of the following services ("**Services**") which will be delivered by Olympus employees and/or its subcontractors:

(a). Installation and project management require unrestricted access to the affected Customer facility space during normal working hours. All affected spaces must be accessible simultaneously. Work may be done at Olympus's convenience 24 hours per day. Any restrictions or deviations from this requirement may require a change order and may result in additional charges.

(b). Assistance in the installation of the Olympus System If applicable, Olympus will provide Customer with environmental specification detailing the requirements of the installation environment and the Customer's responsibilities in connection with the installation within a reasonable time prior to any scheduled installation. Customer is responsible for ensuring that the installation site conforms to the environmental requirements, performing any duties specified as Customer's responsibility, and for providing a dust free installation environment, wiring, conduit, power, and network switches as required. If the Olympus System is unable to be installed within six (6) months of the date of the Agreement as a result of the inability of Customer to provide an installation site which meets the above conditions, Olympus may apply additional fees and upcharges as may be reflected in a change order at the time of installation.

(c). Professional services including assistance in the implementation of the Olympus System, training and advising Customer with respect to the use and operation of the Olympus System.

(d). Maintenance Services for the Olympus System as part of warranty "Maintenance Services" shall include, technical support, problem diagnosis and delivery of bug fixes and maintenance updates in the case of defective software and repairs or replacement (at Olympus's discretion) in the case of any defective hardware. For purposes of the Agreement a "defect" or "defective" shall mean failure to operate substantially as documented.
As part of these Maintenance Services Olympus will during Olympus's normal business hours, use commercially reasonable efforts to correct any reproducible problems (which cause the Olympus System to fail to operate as documented) within a reasonable timeframe taking into account the nature and severity of the problem, (ii) during Olympus's normal business hours provide access to telephone and online technical support, and (iii) provide updates, upgrades, and enhancements to the Olympus Software as Olympus makes them generally available to its customers under maintenance.

(e). In the event that Customer requests professional services that are beyond the scope of the Agreement, Olympus may offer such services at its standard rates then in effect or recommend appropriate third-party contractors. Any and all enhancements, modifications and corrections that are made to the Olympus System in connection with the performance of Maintenance Services will be considered part of the Olympus System. In no event shall any of the services provided by Olympus be considered "work for hire" and Olympus shall retain intellectual property ownership rights to all work performed.

8. LIMITED WARRANTY.

(a). Olympus warrants that, prior to shipment, it will take reasonable steps to test the Olympus System with commercially available anti-virus software to ensure that it is free of programming devices (e.g., viruses, worms, trojan horses) that are designed to disrupt the licensed use of the Olympus System or destroy or damage data or make data inaccessible or delayed, except for standard key access, and file and purge routines necessary to the routine functioning of the Olympus System.

(b). Olympus warrants that for a period of one (1) year following the earlier of (i) the date of substantial installation of the Olympus System or (ii) the date of final acceptance testing by Olympus, the Olympus System shall be free from material defects in material and workmanship and shall materially conform to the then current user documentation when operated in the recommended operating environment. Olympus warrants that for a period of one (1) year following shipment of additional components, such component shall be free from material defects in material and workmanship and shall materially conform to the then current user documentation when operated in the recommended operating environment. Olympus does not warrant that the operation of the Olympus System will be uninterrupted or error-free, the user documentation will be error-free, or that all errors will be repaired. As Customer's sole and exclusive remedy for any breach of this warranty, Olympus will, at its expense,

replace or repair (at Olympus's sole discretion) any component of the Olympus System that fails to meet this limited warranty. In order to obtain warranty coverage hereunder, Customer must provide Olympus with written notice of the warranty claim containing the following: (1) a description of the failure to perform, (2) a description of the operating conditions, including the specific hardware and software configuration, under which the failure to perform occurred, and (3) a sample of inputs for repeating and analyzing the failure to perform. Only Olympus authorized personnel or factory authorized agents may service the Olympus System. Any attempted servicing by other personnel shall render void the warranty.

(c). Notwithstanding any of the foregoing provisions, Olympus shall have no obligation under this Limited Warranty to make corrections, repairs, or replacements of any defect or error not reported during the warranty period or which result, in whole or in part, from (i) catastrophe, fault, or negligence of Customer, (ii) use of the Olympus System in a manner not specified in the applicable documentation, (iii) Customer's failure to maintain a proper site environment with environmental requirements as specified by Olympus, or (iv) causes external to the Olympus System such as, but not limited to, power failure or electric power surges.

(d). EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, OLYMPUS MAKES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THE AGREEMENT OR ANY OTHER COMMUNICATION. OLYMPUS SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER SHALL ONLY APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

9. LIMITATION OF LIABILITY.

THE CUMULATIVE LIABILITY OF OLYMPUS TO CUSTOMER FOR ALL CLAIMS ARISING UNDER OR RELATED TO THESE TERMS AND CONDITIONS OR THE AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE FEES PAID TO OLYMPUS WITHIN THE PRIOR YEAR FOR THE PRODUCT OR SERVICE WHICH CAUSED THE DAMAGE OR WHICH IS THE SUBJECT MATTER OF THE CLAIM. IN NO EVENT WILL OLYMPUS BE LIABLE TO CUSTOMER FOR DAMAGES FOR LOSS OF DATA, LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE AGREEMENT, EVEN IF OLYMPUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES. THE LIMITATION OF LIABILITY SET FORTH IN THIS SECTION SHALL ONLY APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

10. ASSIGNMENT.

Neither party may assign or subcontract its rights or obligations hereunder without the prior consent of the other, such consent not to be unreasonably withheld, conditioned or delayed, provided, however, that an assignment may be made to an entity which is directly or indirectly, wholly owned or controlled by the same entity as assigned party provided, however, that an assignment may be made to an entity which is directly or indirectly, wholly owned or controlled by the same entity as assigned party.

11. DEFAULT/TERMINATION.

Should Customer fail to pay any fees or fail to carry out any obligation under any agreement with Olympus, Olympus may, at its option, in addition to other available remedies, terminate all Licenses, agreements and/or suspend the provision of any Services being provided and the effectiveness of any covenants, representations, or warranties hereunder, provided that it first gives Customer fifteen (15) days' prior notice in order to permit Customer to cure its default. Any termination shall not relieve Customer of its obligations to pay for the Olympus System and Services delivered prior to termination.

12. INDEMNIFICATION.

Each party agrees to indemnify, defend and hold harmless the other party and its officers, directors, shareholders, managers, employees, agents, successors and assigns (collectively "Indemnified Party") from and against any and all direct: claims, losses, liabilities, damages, penalties, fines, forfeitures, judgments, and any other fees, costs, and expenses, including reasonable attorneys' fees and related costs and expenses, (collectively "Claims") resulting from (i) the negligence or misconduct of the indemnifying party, (ii) a breach of these Terms and Conditions, or (iii) a violation of any laws in the performance of such party's obligations hereunder or under these Terms and Conditions.

13. GENERAL.

(a). Non-Solicitation: During the time period during which Services are provided and for a period of one (1) year after completion of Services, neither party shall solicit, interfere with, or endeavor to entice away any employee of the other party who has been involved in the performance of the Services, except that either party may hire an employee of the other party who, without individual solicitation, responds to advertisements or solicitations aimed at the general public.

(b). Severability: If any term of the Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then the Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

(c). Amendments: The Agreement and its attachments contains the entire agreement between the parties regarding the purchase and sale of the Olympus System and supersedes all proposals or prior agreements, oral or written, and all other

communications between the parties relating to the subject matter hereof. Any waiver or modification of the provisions of the Agreement will be effective only if in writing and signed by both parties. In the event of a conflict with the provisions of any other document, the provisions of the Agreement will control.

(d). Parties: Persons and entities who have licensed software to Olympus for inclusion in the Olympus System are third party beneficiaries to the Agreement as it applies to their respective software products included in the Olympus System. Except as specifically provided in this paragraph, a person who is not a party to the Agreement has no right to enforce any term of the Agreement but this does not affect any right or remedy of a third party which exists or is available apart from the Agreement.

(e). Waiver: Except for actions for nonpayment or breach of Olympus's proprietary rights in the Licensed Products, a delay or failure by either party to exercise any right or bring any action, within one (1) year of the event giving rise to such right or such cause of action, shall waive any and all rights relating to that action.

(f). Notices: All notices or other communications required to be given hereunder shall be in writing and delivered either personally or by U.S. mail, postage prepaid, and addressed as provided in the Agreement or as otherwise requested by the receiving party. Notices delivered personally shall be effective upon delivery and notices delivered by mail shall be effective upon their receipt by the party to whom they are addressed.

(g). Governing Law: The Agreement shall be governed by and construed in accordance with the laws of The Commonwealth of Pennsylvania, U.S.A. without regard to its conflict of laws provisions. Any legal action or proceeding arising under the Agreement will be brought exclusively in the federal or state courts located in the Commonwealth of Pennsylvania, and the parties hereby irrevocably consent to the personal jurisdiction and venue therein. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement.

(h). Participation in Government Programs: Each party represents and warrants to each other, its officers, directors, agents, subcontractors and employees (i) are not currently excluded from, debarred or otherwise ineligible to participate in state or federally funded programs ("**Government Programs**"), (ii) are not currently excluded, debarred or otherwise ineligible to participate in the federal healthcare programs as defined in 42 USC § 1320a-7b(f) ("**Federal Healthcare Programs**"); (iii) have not been convicted of a criminal offense related to the provision of items or services but have not yet been excluded, debarred or otherwise declared ineligible to participate in Government Programs or Federal Healthcare Programs and (iv) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in either Party being excluded from participation in Government Programs or Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of the Agreement and each party shall immediately notify the other of any change in the status of the representations and warranty set forth in this Section. Any breach of this Section shall give non-breaching party the right to terminate the Agreement immediately for cause.

(i). Access to Records: If applicable, for the purpose of implementing Section 1861(v)(1)(I) of the Social Security Act, as amended, and any written regulations thereto, the parties agree to comply with the following statutory requirements governing the maintenance of documentation to verify the cost of services rendered under the Agreement:

(1). Until the expiration of four years after the furnishing of such services pursuant to such Agreement, the parties shall make available, upon written request by the Secretary of Health and Human Services, or upon request by the Comptroller General of the United States, or any of their duly authorized representatives, the Agreement, and books, documents and records of such that are necessary to certify the nature and extent of such costs; and

(2). If either party carries out any of the duties of the Agreement through a subcontract, with a value or cost of $10,000 or more over a twelve-month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary of Health and Human Services, or upon request by the Comptroller General of the United States, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of such costs; and

(3). If either party is required to disclose any books, documents and records relevant to the Agreement for the purpose of an audit or investigation, they shall notify the other party of the nature and scope of the request.

(j). Independent Contractor Relationship: The parties agree that each is at all times acting and performing as an independent contractor. Nothing in the Agreement shall be construed as creating a partnership, joint venture, or employment agreement.

Olympus is a registered trademark of Olympus Corporation, Olympus America Inc., and/or their affiliates.

OLYMPUS

OLYMPUS AMERICA INC.
3500 Corporate Parkway, PO Box 610, Center Valley, PA 18034

For more information, contact your local Olympus sales representative, or call 800-537-5739.
www.olympusamerica.com

©2012 Olympus America Inc. All rights reserved.

This **SYSTEM INTEGRATION END USER LICENSE AGREEMENT** ("***EULA***") by and between Gyrus ACMI, Inc., a wholly owned subsidiary of Olympus Corporation of the Americas, by and through Olympus America Inc. ("**Olympus**") and the company or other legal entity for which you are downloading or installing the software that is the purchasing entity listed on the Quotation, (collectively "**Customer**") governs Customer's use of Olympus' software (the "**Olympus Software**").

By clicking a box indicating acceptance of the terms of this EULA, executing an Olympus order confirmation that references this Agreement (an "***Order Confirmation***") or otherwise downloading, installing, or using the Olympus Software, Customer agrees to be bound by and become a party to this EULA. If an individual is entering into this EULA on behalf of Customer, Customer agrees to this EULA and represents and warrants that such individual has the authority to bind Customer to this EULA. If such individual does not have such authority, or if Customer does not agree to all of the terms of this EULA, neither individual nor Customer may download, install, access or use the Olympus Software.

1. LICENSE GRANT

(a). Software License. Subject to Customer's compliance with this EULA, Olympus grants Customer a limited, non-exclusive, non-transferable, non-sublicensable license to download, install and use the Olympus Software at a single site, for a single device, that Customer owns or controls, solely for Customer's internal business purposes.

(b). Third-Party Code. The Olympus Software is delivered with certain items of independent, third-party code that are licensed under separate terms provided by the authors or licensors ("***Third Party Code***"). This Third-Party Code is licensed under the terms of the license that accompanies such Third-Party Code. Nothing in this EULA limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable license for any Third-Party Code delivered with the Olympus Software. Documentation regarding open-source software included in the Third-Party Code can be provided by contacting Olympus Support.

(c). Updates. Customer understands that the Olympus Software is evolving. As a result, Olympus may require Customer to accept updates to the Olympus Software. Customer acknowledges and agrees that Olympus may update the Olympus Software with or without notifying Customer. Customer may need to update third-party software from time to time in order to use the Olympus Software. Any future releases, updates, and additions to functionality of the Olympus Software shall be subject to the terms of this EULA, unless Olympus expressly states otherwise in writing. Unless expressly and otherwise agreed by Olympus in a separate written agreement with Customer, neither Olympus nor any of its suppliers is obligated to provide any updates or upgrades to the Olympus Software.

2. RESTRICTIONS

Customer agrees that Customer will not, and will not permit any third party to: (i) license, sell, rent, lease, transfer, assign, distribute, host, outsource, copy, disclose or otherwise commercially exploit the Olympus Software (including, but not limited to, using the Olympus Software to process information or to generate output data for the direct benefit of, or for purposes of rendering services to, any third party) or make the Olympus Software available to any third party; (ii) modify, make derivative works of, disassemble, decompile or reverse engineer any part of the Olympus Software, except as expressly permitted by law; (iii) access the Olympus Software in order to build a similar or competitive product or service; (iv) access or use the Olympus Software to identify vulnerabilities in it or publish any information on how to circumvent the Olympus Software; (v) use the Olympus Software to upload, store or transmit infringing, libelous, or otherwise unlawful material, or to upload, store or transmit material in violation of third-party privacy rights; (vii) use the Olympus Software to store or transmit viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs; (viii) interfere with or disrupt the integrity or performance of the Olympus Software or any of the servers or networks that are connected to the Olympus Software; (ix) attempt to gain unauthorized access to the Olympus Software or related systems or networks; (x) attempt to disable or circumvent any security mechanisms used by the Olympus Software; or (xi) remove, obscure or destroy any copyright and other proprietary rights notices in the Olympus Software and any copies thereof. In addition, Customer agrees to use the Olympus Software only in accordance with all applicable laws and regulations. Any unauthorized use of the Olympus Software terminates the license granted by Olympus pursuant to this EULA. With respect to any Olympus Software accessed through or downloaded from an app store (including, but not limited to, the Apple App Store), Customer agrees to comply with all applicable terms of use of such app store when downloading and using the Olympus Software.

3. OWNERSHIP

(a). Software. The Olympus Software is licensed and not sold. Except for the express license granted to Customer under Section 1(a), Olympus retains all right, title and interest in the Olympus Software, including but not limited to, all intellectual property rights. Except as expressly permitted in Section 1(a), all other uses of the Olympus Software by Customer are prohibited.

(b). Technical Data. The parties jointly own all right, title and interest in the Technical Data. "***Technical Data***" means any and all data generated by Customer's use of the Olympus Software (including, but not limited to, statistical data, room context data and de-identified clinical data) that is not protected health information as defined under the U.S. Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as each is amended ("***Protected Health Information***").

(c). Protected Health Information. As between the parties, Customer owns all, right, title and interest in the Protected Health Information.

4. LICENSE TERM

(a). Term. This EULA commences on the date when Customer accepts this EULA (as described in the preamble above) and remains in full force and effect until terminated in accordance with this EULA.

(b). Termination. Olympus may, at any time and without liability, terminate this EULA or suspend Customer's access to the Olympus Software: (i) if Customer breaches any provision of this Agreement; (ii) if Olympus is required to do so by law; (iii) if Olympus ceases to offer any Olympus Software covered by this EULA; or (iv) for any other reason with thirty (30) days prior written notice to Customer (or at any time without notice if Customer breaches this Agreement or Olympus reasonably believes that Customer could cause harm to Olympus. Olympus's users and/or the Olympus Software). Customer may terminate this EULA at Customer's convenience by delivering at least thirty (30) days' prior written notice to Olympus and stopping all use of the Olympus Software. Olympus has the right to suspend or terminate Customer's use or access to the Olympus Software provided to Customer for any reason, including if Customer has breached any provision of this EULA or if Olympus is required to do so by law (e.g., where the provision of the Olympus Software is, or becomes, unlawful).

(c). Effect of Termination. Upon termination of this EULA, Customer's right to use the Olympus Software will automatically terminate immediately and Customer shall cease all use of the Olympus Software. Customer understands that any termination this EULA may involve deletion of Customer's data and content from Olympus' systems and agree that Olympus shall not be liable for such deletion. Sections 3, 4(b), 4(c), 5 (last sentence only), 6, 7, 8, 11, 12, 13, 14 and 15 shall survive the expiration or termination of this EULA.

5. PASSWORDS AND REGISTRATION INFORMATION

Customer will ensure that: (a) all required registration information Customer submits is truthful and accurate; and (b) Customer maintains the accuracy of such information. Customer is responsible for the security of Customer's passwords (if any) and for any use of Customer's account. If Customer becomes aware of any unauthorized use of Customer's passwords or of Customer's account, Customer will notify Olympus immediately. Olympus will not be liable for any loss or damage resulting from Customer's failure to comply with this Section 5.

6. WARRANTIES AND DISCLAIMERS

(a). Customer represents and warrants that (a) Customer has all right, authority and capacity to enter into this EULA; and (b) all information Customer has provided and will provide to Olympus (including, but not limited to, any registration information) is true, accurate, and complete.

(b). TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE OLYMPUS SOFTWARE IS PROVIDED "AS IS," AND OLYMPUS HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING ANY OF THE FOREGOING, OLYMPUS MAKES NO WARRANTY THAT THE OLYMPUS SOFTWARE WILL PROVIDE PERFECT OR ABSOLUTE SECURITY, IS ERROR-FREE, OR IS FREE FROM INTERRUPTIONS, VIRUSES OR OTHER HARMFUL COMPONENTS. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE LIMITATIONS IN THIS SECTION 7(b) MAY NOT APPLY TO CUSTOMER.

7. NO SOFTWARE MAINTENANCE OR SUPPORT

Unless expressly and otherwise agreed by Olympus in a separate written software maintenance agreement with Customer, the Olympus Software is provided without software maintenance or support of any kind.

8. EXPORT

Customer's purchase of the Olympus Software and data generated by the Olympus Software is intended for its own use, not for resale, export, reexport, or transfer. Customer is subject to and responsible for compliance with the export control and economic sanctions laws of the United States and other applicable jurisdictions including, but not limited to, the U.S. Export Administration Regulations, sanctions administered and enforced by the U.S. Treasury and State Departments, and U.S. antiboycott laws. The Olympus Software and data generated by the Olympus Software may not be used, sold, leased, exported, imported, reexported, or transferred except in compliance with such laws.

9. THIRD PARTY MATERIALS

The Olympus Software may include links to third party web sites, data, content, or services. Customer acknowledges and agrees that SI has no control over any such third-party web sites, content or services, and that SI shall not be liable for any loss or damage which may be incurred by Customer relating to such third-party sites, data, content, or services.

10. FEEDBACK

If Customer provides Olympus with any feedback or suggestions (collectively, "***Feedback***"), Customer hereby assigns to Olympus all rights in the Feedback and agrees that Olympus shall have the right to use such Feedback and related information in any manner it deems appropriate without any compensation to Customer. Olympus will treat any Feedback Customer provides to Olympus as non-confidential and non-proprietary. Customer agrees that Customer will not submit to Olympus any information or ideas that Customer considers to be confidential or proprietary.

11. CHANGES TO AGREEMENT

Olympus may modify this EULA in its sole discretion from time to time and will post the most current version of this EULA on its website. If Olympus believes that a modification to this EULA is material, Olympus may notify Customer (via email to the email address associated with Customer's account, for which it is Customer's responsibility to maintain and keep current). By continuing to access or use the Olympus Software after modifications are posted or notice is delivered to the email address Olympus has associated with Customer's account, Customer agrees to be bound by the modified EULA. If Customer does not agree to the new terms, Customer must immediately stop using the Olympus Software.

12. INDEMNIFICATION

Each party agrees to indemnify, defend and hold harmless the other party and its officers, directors, shareholders, managers, employees, agents, successors and assigns (collectively "Indemnified Party") from and against any and all direct: claims, losses, liabilities, damages, penalties, fines, forfeitures, judgments, and any other fees, costs, and expenses, including reasonable attorneys' fees and related costs and expenses, (collectively "Claims") resulting from (i) the negligence or misconduct of the indemnifying party, (ii) a breach of this Agreement, or (iii) a violation of any laws in the performance of such party's obligations hereunder or under this Agreement.

13. GENERAL

(a). Non-Solicitation: During the time period during which Services are provided and for a period of one (1) year after completion of Services, neither party shall solicit, interfere with, or endeavor to entice away any employee of the other party who has been involved in the performance of the Services, except that either party may hire an employee of the other party who, without individual solicitation, responds to advertisements or solicitations aimed at the general public.

(b). Severability: If any term of this EULA is held by a court of competent jurisdiction to be invalid or unenforceable, then this EULA, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

(c). Amendments: This EULA and its attachments contains the entire agreement between the parties regarding the purchase and sale of the Olympus Software and supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof. Any waiver or modification of the provisions of this EULA will be effective only if in writing and signed by both parties. In the event of a conflict with the provisions of any other document, the provisions of this EULA will control.

(d). Parties: Persons and entities who have licensed software to Olympus for inclusion in the Olympus System are third party beneficiaries to this EULA as it applies to their respective software products included in the Olympus System. Except as specifically provided in this paragraph, a person who is not a party to this EULA has no right to enforce any term of this EULA but this does not affect any right or remedy of a third party which exists or is available apart from this EULA.

(e). Waiver: Except for actions for nonpayment or breach of Olympus' proprietary rights in the Licensed Products, a delay or failure by either party to exercise any right or bring any action, within one (1) year of the event giving rise to such right or such cause of action, shall waive any and all rights relating to that action.

(f). Notices: All notices or other communications required to be given hereunder shall be in writing and delivered either personally or by U.S. mail, postage prepaid, and addressed as provided in this EULA or as otherwise requested by the receiving party. Notices delivered personally shall be effective upon delivery and notices delivered by mail shall be effective upon their receipt by the party to whom they are addressed.

(g). Governing Law: This EULA shall be governed by and construed in accordance with the laws of The Commonwealth of Pennsylvania, U.S.A. without regard to its conflict of laws provisions. Any legal action or proceeding arising under this EULA will be brought exclusively in the federal or state courts located in the Commonwealth of Pennsylvania, and the parties hereby irrevocably consent to the personal jurisdiction and venue therein. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this EULA.