

TERMS AND CONDITIONS OF SALE AND/OR SERVICES

1. GENERAL: By signing this TERMS AND CONDITIONS OF SALE AND/OR SERVICES, hereinafter referred to as the "Agreement", it demonstrates that the Customer has fully read these terms and will comply with them in their entirety as stated within the Agreement and on the accompanying Invoice. For purposes of this Agreement, it is understood that "Customer" is such named person in customer field in sales invoice and shall ALWAYS be defined to include Any and All persons affiliated with Customer's business, and it is understood that "Excite" represents Excite Medical of Tampa Bay, LLC of 4710 Eisenhower Blvd, Suite B-10, Tampa, FL 33634 and shall ALWAYS be defined herein to include its related entities, employees, officers, directors, shareholders, agents or contractors, and their successors and assigns. This Agreement shall apply to any sales or proposed sale of goods and/or services by Excite. The prices and terms on this sale, the invoice or Agreement are not subject to verbal changes or unilateral handwriting by Customer, unless approved in writing by Excite on company letterhead or in the form of a new invoice stating such new and accepted terms. Conditions not specifically stated herein shall be governed by established trade customs. Typographical and stenographic errors are subject to correction by Excite. In the event that Customer has signed multiple invoices, then the invoice with the most recent date stamp "Terms and Conditions of Sale and/or Services" page shall have the superseding authority unless otherwise specified in writing by Excite.

2. PRICES AND TAXES, TITLE AND DEFAULT, INTEREST: PRICES AND TAXES-Customer's order shall be accepted by Excite subject to final credit or cash collection approval by Excite. Prices are F.O.B. with a stated shipping point and are subject to correction for errors, such corrections will be given before shipment. Any sales tax, duties or other taxes not included in this sale, but applicable shall be the duty and obligation of the Customer. **TITLE AND DEFAULT-**Unless otherwise agreed to in writing, title to the goods or any part thereof shall pass from Excite to Customer as soon as all payments due herein have been fully made in cash or the equivalent in unencumbered funds. Until such time, the goods shall be and remain the property of Excite, notwithstanding their mode of attachment to realty, other property or third parties and Customer shall take all reasonable precautions to safeguard Excite's property until such time as title has passed to Customer. In the event of default on any terms then Customer agrees that Excite is entitled to and shall collect from the Customer up to twenty percent (20%) of the stated purchase price as liquidated damages and/or a restocking fee. Excite shall be entitled to the immediate possession of the goods and shall be free to enter the premises where the goods may be located and remove such goods as it is Excite's property, and without prejudice to Excite's right to pursue any further expenses for damages Excite may suffer by reason of such default. **INTEREST-**In the event of payment default by the Customer, the Customer acknowledges that Excite is entitled to collect interest until such payments are made in full. Interest shall begin accruing from the date of this Agreement and continue to accrue at a stated rate of 18% compounded annually. In the event that Excite must demand the use of an attorney to rectify ANY defaults by Customer or begin the collection process on outstanding monies owed and/or applicable interest on this debt, the Customer agrees that the Customer shall bear all legal costs incurred by Excite in any and all attempts to collect on such non-payment, interest or rectify ANY default issues by the Customer as related to this entire Agreement. Excite reserves and retains all rights afforded by the laws of this State of Florida. Florida law shall exclusively govern all aspects of this Agreement and any disputes related thereto and jurisdiction with respect to ANY aspect of this Agreement and ANY disputes arising under or in connection with this Agreement is exclusive to the Florida Courts. Venue shall be exclusively proper in Hillsborough County, Florida. The parties' Agreement that Florida Courts have exclusive jurisdiction and Hillsborough County is the exclusive proper venue are material terms to this Agreement.

3. DELIVERY, INSTALLATION AND SERVICE, CHANGES AND CANCELLATIONS, CLAIMS AND RETURNED GOODS: DELIVERY- Shipping, Installations and Service dates are approximate and are based on conditions and miscellaneous factors at any time. Excite shall not be liable for loss, damage, detention or delay resulting from causes beyond its reasonable control, acts of God, or caused by fire, strike, civil or military authority, insurrection or riot, embargoes, car shortages, wrecks or delays in transportation. **INSTALLATION AND SERVICE -** Should installation or service be delayed by the Customer, then such changes are subject to Excite's sole acceptance, and Excite may at its sole option demand reasonable fees to accommodate such requests and such fees will not be refused by Customer. The installation shall also be considered complete when the equipment is available to be put to use for the purpose intended and the equipment is available for First Use. First Use means that point upon completion of installation where equipment is available for gainful use by Customer or Lessee as an asset, regardless of any training components. Installation means the assembly, mounting, interconnection and calibration of components listed on this quotation and then demonstrated to any personnel of the Customer. It is understood that Customer must provide appropriate and safe environmental conditions for operation of equipment and is necessary for proper working conditions of the equipment; it is the responsibility of the Customer to ensure such conditions are provided according to specifications provided by the manufacturer of the device (Axiom Worldwide) in their Users Manual. **CHANGES AND CANCELLATIONS -** Orders accepted by Excite are not subject to changes or cancellations by the Customer except with the prior written consent of the management of Excite. Manufacturers have the right to change the construction and/or design of its goods without notice to Customer if, in their judgment, such change does not alter the general function of the goods.

4. LIMITATION OF LIABILITIES, WARRANTIES, LEGAL AND INDEMNIFICATION: WARRANTIES -Dependent upon the Product purchased (please refer to your Sales Invoice), Excite does not currently provide any warranties unless clearly stated in line items above in sales invoice. Except as set forth herein, goods and/or services sold by Excite, which are manufactured by their respective manufacturers, are subject to warranties against defects in material and workmanship under normal use and service, according to the specific warranty extended by those manufacturers. . Repairs, servicing, replacement deliveries, and moving equipment do not interrupt or prolong any warranty. If Excite is hired to move device and the move of that device voids or violates any warranties on that device, it is clearly understood that Excite will not be held liable for any such warranties. **LIMITATION OF LIABILITIES-**THE CUSTOMER acknowledges that Excite shall not be liable for any damages or liabilities incurred by the Customer, any assignee of the Customer or Any third party whatsoever for ANY reason whatsoever, including without limitation damages allegedly caused by Excite's unintended negligence, conduct, misrepresentations, failure to warn, and carelessness. Customer specifically waives any claim, which are alleged to have been wrongful, negligent or any claims asserting liability in strict liability. If for any reason Excite is found to be liable by a court of competent jurisdiction, then in no event shall Excite be deemed liable for ANY damages which in total would exceed the actual sales price of the goods, services, or equipment less any monies collected as revenues by the Customer through the use of the product, since date of First Use. **LEGAL -** Any and All litigation arising out of the sale or service or proposed sale of any product or service by Excite, since inception of Customer's relationship with Excite, shall be governed solely by the laws of the State of Florida and Any/All legal or equitable proceedings shall have proper jurisdiction ONLY in Florida and venue shall be proper only and EXCLUSIVELY in Hillsborough County, Florida with the express understanding that the Customer consents to this exclusive jurisdiction provision of Hillsborough County, Florida and agrees to immediately be held liable for Any/ All of Excite's legal and professional fees and expenses in defense of Any/All claims or breaches related in whole or in part to this Agreement, or any alleged or asserted claims against or towards Excite by any Third Party, and shall include such defenses and enforcements associated with Excite protecting its Intellectual Property. **INDEMNIFICATION -** Customer acknowledges that it will indemnify and hold Excite harmless from Any and All claims by any third party for any reason, including, but not limited to, any claims by persons receiving treatment on the equipment, or any claims asserted arising out of the sale, proposed sale, servicing, warranty, design, manufacture, installation, possession, application of treatments or use, patient billing and reimbursement protocols, training, operating of or dismantling of equipment or Any other financial damages. This indemnification responsibility of the Customer shall apply with respect to Any and All claims which may be alleged or asserted against Excite, as defined herein, arising out of the equipment and shall include, but shall not be limited to any claims alleging negligence, gross negligence or strict liability on the part of Excite.

CUSTOMER'S SIGNATURE: _____

DATE _____

SIGNED AS HAVING READ AND ACCEPTED ALL OF THE ABOVE.

(TP347625:1) THIS AGREEMENT WAS WRITTEN IN THE UNITED STATES OF AMERICA AND SHALL BE DEEMED ACCEPTABLE TO THE COURT OF INTERNATIONAL COMMERCIAL ARBITRATION, LOCATED IN THE HAGUE, NETHERLANDS. ALL TRANSACTIONS AND ALL PRICES QUOTED ARE STATED IN US DOLLARS