PROSIDIO

COMMERCIAL ENDOSCOPE PROTECTION & REPLACEMENT PLAN TERMS AND CONDITIONS

Version 4.3 | September 5, 2026

THE EXCHANGE YOU ARE BUYING. FOR A COMPLETED, APPROVED PLAN EXCHANGE, YOU PERMANENTLY SURRENDER THE FAILED ENDOSCOPE AND RECEIVE A PROSIDIO ENDOSCOPE, NEW OR SERVICEABLE REFURBISHED. A NON-PROSIDIO SCOPE IS REPLACED WITH PROSIDIO EQUIPMENT, NOT REPAIRED AND RETURNED OR REPLACED BY ITS ORIGINAL MANUFACTURER. PROSIDIO SELECTS THE REPLACEMENT UNDER THE APPROVED MAPPING: THE SAME VIEWING ANGLE, THEN THE CLOSEST SUITABLE AVAILABLE DIAMETER, THEN THE CLOSEST SUITABLE AVAILABLE WORKING LENGTH. THE CROSS-BRAND MAPPING IS SHOWN BEFORE ENROLLMENT.

KEY TERMS. Coverage is purchased for selected endoscopes, not an entire clinic. First-time monthly enrollment has a 12-month minimum, then month-to-month continuation; reactivation or continuation after a completed prepaid year does not restart that minimum. Monthly nonrenewal requires 30 days' notice. Prepaid one-year coverage expires without automatic renewal. The limit is four Plan-funded replacements per equipment lineage in a rolling 12 months. A complete claim must arrive before coverage expires; the correct failed scope must physically arrive within 30 days after that request. A retained advance can become a purchase at the disclosed, accepted price for the supplied unit's actual condition. Section 8.3 provides a turnaround target, delay credits, and cancellation rights for prolonged unfulfilled claims. The short card check does not change those deadlines.

APPLICABILITY. These Terms govern only a Plan affirmatively purchased or authorized. They may accompany the separate Terms of Sale on any Quote. Attachment alone, an equipment purchase, or a saved card does not enroll Customer. No separate signature or customer-specific entries in this attachment are required to form the Agreement, subject to Section 18.2.

ARTICLE 1. AGREEMENT AND RECORDS

1.1 Parties and order. “Company” or “Prosidio” is the provider identified in the accepted Plan Order; “Customer” is its actual legal purchaser. A “Plan Order” is a Company quote or electronic checkout identifying the Plan, selected equipment or authorized enrollment basis, pricing, and billing frequency. These Terms, the Plan Order, and agreed amendments form the Agreement.

1.2 Acceptance and signer responsibility. An authorized person accepts through Company's electronic quoting, signing, or checkout process after access to the applicable terms and pricing. The person accepting represents and warrants that the stated Customer is the correct legal purchaser, any trade name identifies that purchaser, and the person has authority to bind it. That person is responsible for identifying errors before acceptance. Company may rely on those representations. A DBA, billing agent, different destination, or third-party payment does not substitute for or release Customer. **By accepting, Customer acknowledges that it has relied only on the express representations, specifications, and warranties forming part of this Agreement, and has not relied on any other representation, promise, assurance, or statement, oral or written, by Company or any employee, representative, distributor, or other person.**

1.3 Eligibility. Customer purchases for professional or business use and supplies accurate business, ownership, payment, and location information. Company may request evidence, approve or decline applications, or suspend affected service pending verification. Leased, financed, or distributor-acquired equipment requires provenance and authority to surrender the Core free of third-party claims.

1.4 Records and portal. The accepted transaction and associated equipment, subscription, payment, and service records identify the customer-specific particulars. The “Portal” is endo-track-pro at app.prosidio.com, or its Company-designated successor. Company confirms operative dates, prices, and equipment through customer-accessible transaction records. Administrative corrections follow verified evidence, not undisclosed changes to the bargain.

1.5 Priority and version. Mandatory law controls. An agreed amendment controls its identified changes. The Plan Order supplies prices and particulars; departures require Article 18 approval. Customer purchase-order and procurement boilerplate is rejected. The accepted version governs until properly amended; a later website, invoice, or routine attachment does not itself change an existing enrollment or claim.

1.6 Sale distinction. Ordinary sales, original product warranties, and Company-error delivery corrections follow the Terms of Sale. This Plan governs paid Plan exchanges and warranties on Plan replacements. A substantiated Company defect is handled under warranty before a chargeable Plan benefit. Overlapping records provide one remedy for one failure, with proper fee and allowance accounting.

ARTICLE 2. EQUIPMENT, REQUESTS, AND TIME

2.1 Identity. A “Coverage Slot” covers one specifically identified endoscope and its approved replacements. “Equipment Lineage” means that original and all approved successors, retaining their claim history. A “Core” is the exact failed device owed for the claim. A “Replacement Scope” is the new or serviceable refurbished Prosidio unit supplied. Identity includes Customer, manufacturer, model, serial, and associated purchase/coverage records. Another device is not the Core merely because it also has coverage.

2.2 Days. Days are calendar days, including weekends and holidays, without automatic extension. The applicable records state coverage start/end and return deadlines. Claims must be received before coverage ends; physical returns may arrive through the stated deadline. Customer shall allow for transit and receiving hours. Twelve-month coverage and allowance periods use calendar months. Business Days exclude weekends and United States federal holidays.

2.3 Complete Request. A Complete Request identifies Customer, the exact device, requested service, failure and its occurrence/discovery, location, required intake evidence, and attestations. Its original complete receipt is “Request Receipt.” A draft, failed submission, label-only inquiry, or request for another device is insufficient. Later diagnostic requests do not displace a genuinely complete intake.

2.4 Physical Receipt. Physical Receipt means Company or its designated receiving agent actually obtains the relevant device at the RMA destination. Its verified physical-arrival date controls, not later inspection or data entry. Identity, timeliness, decontamination, and eligibility are separate findings. A failed Core need not be working or resalable.

2.5 Deadline. The “Claim Return Deadline” is 30 days after Request Receipt, independent of approval, labels, replacement delivery, coverage expiration, or card-check duration. Duplicating, withdrawing, or resubmitting the same unresolved incident does not restart it. Recorded Company extensions and mandatory adjustments apply to the identified matter. Section 7.9 supplies the separate adverse-return period.

2.6 Approval and purchase price. The “Exchange Approval” identifies the Core, service basis, replacement model and actual condition, applicable charges, return instructions, and deadline. The “Replacement Purchase Price” is the fixed price for the actual model and condition, shown in the Portal and Exchange Approval and accepted before shipment. A new unit uses its published new-unit list price or a lower accepted price. A serviceable refurbished unit uses its published refurbished-unit sale price for that model and condition or, if none exists, a separately disclosed, condition-adjusted refurbished price. Any refurbished price must be commercially reasonable and below the corresponding published new-unit list price; that new-unit price does not apply by default or as a non-return uplift. Tax and other authorized charges are separately stated. “MSRP,” if used, identifies only the Prosidio new-unit reference price, not the original manufacturer's price or the refurbished purchase price. A changed model or condition, or an increased amount, requires updated acceptance before shipment; later catalog changes do not alter the accepted price.

ARTICLE 3. AVAILABILITY

3.1 Commercial program. The Plan is intended as a commercial equipment-replacement service. Applicable classification, licensing, disclosures, and other mandatory requirements follow law and the transaction's facts, not its label.

3.2 Locations. Coverage is limited to approved United States locations. Connecticut, New York, Illinois, Hawaii, Utah, and Oregon are excluded unless Company offers a legally approved separate arrangement. Customer shall disclose actual equipment locations and obtain approval for relocation, ownership, or legalentity changes. Company may decline or discontinue offerings for regulatory reasons with legally required treatment.

3.3 Other manufacturers. Non-Prosidio endoscopes require approved eligibility and mapping. Manufacturer names identify equipment, not affiliation, sponsorship, or an obligation of the original manufacturer under this Plan.

ARTICLE 4. BENEFIT AND LIMITS

4.1 Prosidio replacement; permanent surrender. An approved Covered Failure, with applicable return and payment conditions satisfied, provides the Prosidio replacement selected by Company under Article 8. It is an exchange, not repair and return of the original, an original-manufacturer replacement, or reimbursement for outside repairs. Customer accepts at enrollment that either a new or serviceable refurbished Prosidio unit may be supplied. On completion of the qualifying exchange under Section 8.5, Customer permanently surrenders the Core and Company retains it. Mere enrollment, evaluation, custody, or a rejected claim does not transfer ownership. The separately accepted retention/purchase alternatives in Sections 7.7–7.8 remain available. Independent express warranties follow Article 9. The standard deductible is $0.

4.2 Covered Failures. Functional failure or accidental functional damage arising after activation during intended medical use or ordinary clinical handling is covered, subject to Article 10. Examples include cloudy optics after ordinary use or compliant reprocessing, failed focus/light-post assemblies, and accidental drops, knocks, or tray impacts. A general instruction to handle carefully does not exclude an ordinary accident.

4.3 Selected equipment. Customer selects each eligible endoscope. An unenrolled device has no paid benefit merely because another device is covered. Coverage does not move among unrelated serials. Independent product warranties remain separately applicable.

4.4 Optional future enrollment. Automatic enrollment defaults OFF. An authorized Customer may affirmatively enable future eligible new Prosidio purchases at selected locations, accepting the monthly rate/formula, initial commitment, and payment authority. It excludes existing inventory, non-Prosidio devices, loans, trials, replacements, and equipment with prepaid coverage. Qualifying delivery creates one monthly slot when approval and payment/credit conditions are satisfied. Synchronization delay alone does not change an established effective date. Disabling the election stops future additions, not existing obligations. New categories, unauthorized rates, or legal entities require new acceptance.

4.5 Four per rolling year. Each lineage has four Plan-funded replacements in any rolling 12 calendar months, evaluated at each Request Receipt against qualifying requests received within the preceding 12 months. Approved pending claims reserve an allowance; supplied benefits consume that reservation. Canceled/denied unfulfilled claims and fully reversed exchanges release it. Withdrawal after delivery does not release a retained benefit. An outright conversion releases the allowance when fully paid or finally resolved as a purchase; an unpaid conversion remains reserved. Warranty corrections and loaners do not count. Renewal, reactivation, serial succession, or Plan conversion does not reset history. Refiling an exhausted incident does not create an allowance.

4.6 Pending claims. When exhaustion depends on an unresolved earlier reservation, the later claim remains pending. Releasing that reservation permits reevaluation at the later claim's original receipt time. Company may hold further fulfillment while related returns or benefits are reconciled. An independent warranty remains reviewable despite an exhausted Plan allowance.

4.7 Freight. Customer pays actual Company-purchased Plan return and outbound label costs, plus 10% of each base label cost, actual carrier adjustments, and tax. The percentage is not applied again to adjustments or to labels Customer buys independently. Shared and refunded labels are accounted for once at net cost. Warranty freight follows Article 9. Custody labels are discretionary under Section 7.10.

ARTICLE 5. ENROLLMENT

5.1 Complete submission. Completion requires all customer-controlled enrollment steps: authorized business identity, exact device and requested evidence, location, working-condition attestation, accepted Plan/pricing/terms, and successful payment or approved credit. An unsigned Quote, abandoned cart, or saved card alone is insufficient. Later Company underwriting does not move the completed-submission time used for a fee waiver.

5.2 Activation. Coverage starts on the approved effective date communicated by Company, with accepted payment and eligibility conditions satisfied. Optional delivery-based additions follow Section 4.4. A pending application or fee waiver provides no retroactive coverage. Declined paid applications receive the accounting required by their accepted transaction and law.

5.3 Entry condition. Customer warrants working condition and discloses existing damage, service history, and third-party interests. Pre-existing damage or failure during a coverage gap is excluded. Fees and reactivation do not purchase coverage for it. Company may inspect, require evidence, decline, or offer modified terms for acceptance. Original Company defects follow warranty.

5.4 Assignments. Each non-Prosidio registration requires its own paid enrollment. Historical serials, spare unassigned capacity, and unpaid registrations create no benefit. A prepaid purchase binds the identified scope without also adding monthly coverage. Transfers or corrections require verified approval.

ARTICLE 6. FEES AND PAYMENT

6.1 Prices. The Plan Order supplies monthly or prepaid prices. Self-service purchases use an approved card; Company may approve staff-assisted credit or bank-payment arrangements. Paid Plan advances still require Section 7.4 verification. Customer authorizes the disclosed recurring fees and contingent charges through the applicable payment mandate. Personal guaranties, if required for credit, require separate express acceptance.

6.2 Billing. Monthly fees are billed in advance; partial first/final periods are prorated by actual days. Consolidated billing does not combine slot commitments. Approved invoices are due in 30 days unless otherwise accepted. Customer maintains payment/procurement authority and pays transaction taxes, not Company's income taxes. Overdue principal accrues simple interest at the lesser of 1.5% per month or the lawful maximum, with reasonable lawful collection costs. The sale agreement's separate administrative late fee does not apply to Plan obligations.

6.3 Changes. Recurring-rate or standard-fee changes require 90 days' direct written notice and take effect at an eligible renewal after the existing minimum term, unless expressly accepted earlier. Prepaid terms retain their price; approved exchanges retain their purchase price. Mandatory consent and cancellation requirements apply.

6.4 Activation/reactivation. The standard fee is $300 per applicable event, at most once. Complete Prosidio enrollment within 30 days after delivery, or reactivation within 30 days after prior coverage ends, qualifies for a waiver; later completion carries the fee on activation. Processing delay after completion does not cause a fee. Renewal, verified billing correction, cure within a continuing enrollment, and authorized replacement are not new activation events. Paying a fee does not reset the original minimum.

6.5 Early third-party exchange. A newly enrolled non-Prosidio device triggers the contingent $300 fee when its Complete Request arrives during its first 30 days of activation and ultimately provides a retained Plan-funded benefit. Later receipt, inspection, or shipment does not erase the early trigger. Requests at or after activation plus 30 days are outside it. A finally reversed, warranty-only, or resolved purchase transaction receives corresponding fee correction. The same activation is not charged twice; the fee does not restart for its first Prosidio successor.

6.6 Collection. A short authorization is verification, not payment or a deposit. Later payable amounts use a separate authorized transaction or invoice, identifying tax and the balance after payments/credits. Customer shall promptly substantiate disputes and pay undisputed sums. Failed payment, removed cards, authorization release, and Plan expiration do not extinguish valid debts. Recoveries and retained-property credits are reconciled without duplicate collection.

ARTICLE 7. CLAIMS, RETURNS, AND ADVANCES

7.1 Timely claims. The failure must arise while the exact device is covered, and its Complete Request must reach the Portal before coverage ends. The correct Core must arrive by the Claim Return Deadline. Ordinary expiration after a timely request does not defeat review. Renewal does not revive a late request or uncovered incident; genuine lapse, suspension, and fraud follow their actual facts.

7.2 Corrections and access. Contemporaneous evidence identifying the same physical device permits correction of a serial transcription or Plan label without changing Request Receipt. Another device needs its own claim. If an outage or account-access defect prevents submission, Customer shall send the complete intake and access problem to service@prosidio.com before the deadline; verified original receipt is preserved. A timely complete product-warranty request through an authorized warranty channel may be reclassified under an independently valid Plan for the same device/failure and original deadline, with applicable charges authorized. A general email inquiry or incomplete draft is not such a request.

7.3 Standard exchange. Company provides a return merchandise authorization (RMA) and instructions. Standard replacement follows Physical Receipt of the correct Core, required verification, approval, and payment arrangements. Carrier acceptance is not sufficient. Company may require diagnosis or inspection. Section 8.3 governs review, turnaround, and delay remedies.

7.4 Advance replacement. Any shipment before Physical Receipt is a discretionary advance. Paid Plan advances require an approved request, RMA, available replacement, accepted Approval, valid credit card authorized for later charges, and successful processor-permitted authorization for the fixed purchase price and disclosed tax. Card setup alone is not amount-specific approval. Company may ship after success; it initiates cancellation within 72 hours under Section 7.11. This is a temporary check, not continuing security or guaranteed later payment. Failed or unsupported verification routes to standard service or a separately accepted lawful arrangement. The Core remains due 30 days after Request Receipt.

7.5 Return risk. Customer may choose its courier. Company labels are a convenience; Customer bears return loss, damage, delay, and misdelivery until Physical Receipt at the RMA destination, regardless of label payer. Customer shall verify addressing, package protectively, keep contents/tracking evidence, and obtain any desired insurance. Wrong-address delivery, an empty package, another device, or a carrier scan alone does not satisfy the Core obligation. Company-caused instructions or post-receipt loss are corrected on the evidence. Carrier claims do not automatically extend deadlines.

7.6 Safety. Customer shall follow applicable reprocessing and shipping requirements, remove patient information, and supply decontamination attestation. Damage preventing safe reprocessing requires disclosure and instructions. Company may quarantine, refuse unsafe delivery, or arrange lawful handling and recover documented costs attributable to Customer. Correct equipment received on time remains timely while safety paperwork or inspection is pending. Lawful safety handling controls disposition.

7.7 Missing Core. Without a delivered replacement, a missed deadline closes the claim without a replacement-purchase charge. If Customer receives and retains an advance without timely Physical Receipt of its Core, the advance converts to purchase at the Replacement Purchase Price accepted under Section 2.6 for the actual model and condition delivered, plus disclosed tax and authorized costs, subject to Section 7.9. No new-unit-price uplift or additional penalty applies solely because the Core is missing. That purchase replaces the Core duty; it is not a second charge. Maturity follows actual deadline/delivery facts, not processing time. Company-risk nondelivery, disputed receipt, or first delivery after the return deadline requires recorded resolution before collection. Expiration does not cancel a matured obligation.

7.8 Late return and retention. A genuinely late Core produces no automatic reversal. Company may return it or accept a recorded trade-in/credit with proper retained-value accounting. Proven timely-receipt errors receive correction. Before the deadline, Customer may accept and pay a separately offered retention arrangement; an unpaid proposal changes nothing. Paying the replacement purchase price leaves the retained original with Customer. Its future coverage requires separate approval and working-condition verification.

7.9 Incorrect or ineligible return. A wrong, empty, substituted, or ineligible purported return is not processed as the claimed exchange. Company gives a reasoned adverse notice with usable instructions and 14 days after effective notice for Physical Receipt of the exact advance in Working Return Condition. This means functional against outgoing specifications, complete with required components and identifiers, and decontaminated; ordinary use and cosmetic wear are permitted. Rejected property is returned to its verified owner or routed to independently authorized service. Customer pays authorized shipping attributable to its wrong/ineligible return, including Section 4.7 charges; Company-caused errors and substantiated defects receive Company-paid correction.

A timely purported return rejected after inspection retains this procedure. An adverse decision before ordinary purchase maturity also uses it. The 14-day duty replaces the ordinary non-return trigger; a previously matured purchase is not restarted by a genuinely late return. Reissued notices or repeated wrong returns do not renew the period. Incomplete notice or Company instruction errors are corrected before enforcement.

Timely working return ends the purchase obligation and reconciles fees, title, and allowance. Retention, wrong-device return, or lateness makes the price due. Timely Customer-damaged returns permit documented restoration/value-loss recovery up to that price with credit for retained value, or an agreed purchase/disposition. Company defects follow warranty. A reported defect does not itself extend the existing deadline; necessary diagnostic or safety adjustments are recorded. A correct eligible original arriving within its original deadline before purchase maturity may resolve the exchange. Both units received requires benefit/property accounting, not two prices or automatic completion without a replacement benefit.

7.10 Custody. Company may authorize evaluation or custody-only returns and supply a label at its discretion. The authorization states purpose and charges. Receipt alone creates no enrollment, replacement promise, title transfer, or non-return debt. Another covered device follows its own timely claim; Company may route it to an existing claim or separately authorized request without unnecessary reshipment. Unidentified or disputed property requires ownership/safety review, not automatic disposal or an unstated storage charge. Company shall exercise reasonable care over Customer-owned equipment in its custody or control, including through its designated receiving, service, or storage agents. Article 13 governs liability for physical loss or damage; no Plan-fee cap limits the return obligation.

7.11 Short-check cancellation. Company initiates cancellation within 72 hours after successful authorization, or earlier as appropriate or required; processor outages receive documented retries. Issuers control visible release timing. Company may require fresh permitted verification before delayed dispatch or a material change. After shipment, routine cancellation/expiry is expected and does not shorten deadlines or suspend coverage. Later debts use separate authorized payments/invoices. Customer shall complete required authentication or provide another authorized arrangement when payment fails. No routine deposit or charge-and-refund is imposed.

7.12 Incident continuity. Each incident keeps its true complete-request time, identity, terms, and deadline through corrections, duplicates, withdrawal, and administrative closure. A genuinely distinct failure requires its own facts. Related claims and returns retain their separate obligations; return of another unit or payment of another debt does not discharge this one.

ARTICLE 8. MAPPING, OWNERSHIP, AND SUPPLY

8.1 Selection. Before non-Prosidio enrollment, Company discloses its proposed Prosidio model and mapping: exact viewing angle, closest suitable approved diameter, then working length. Company selects within that mapping and its accepted essential specifications. Unsupported models require express approval before activation. Prosidio originals map to their approved model or conforming successor.

8.2 Differences. New or serviceable refurbished units may be supplied. Brand, original price, proprietary integration, optical design, image characteristics, and camera-dependent HD/4K performance are not matched unless expressly agreed. Different viewing angles, essential compatibility requirements, or increased prices require Customer acceptance. Customer verifies clinical suitability before use; the benefit is not a customer-selected upgrade.

8.3 Availability, turnaround, and delay remedies. (a) Target and start. Company shall use commercially reasonable efforts to complete eligibility review and deliver a conforming Replacement Scope within 10 Business Days after the later of Request Receipt and Physical Receipt of the correct Core (the “Service Start Date”). Company review, approval, processing, and stock unavailability do not postpone that date or restart the clock. Only the actual period during which a missing Customer-controlled payment, safety, or claim requirement prevents performance suspends this Section's periods; Company must promptly identify the missing requirement and suspension in writing.

(b) Notice and alternatives. If the target will be missed, Company shall give the reason, expected delivery date, and available conforming alternative or separately authorized loaner, and update Customer at least every 10 Business Days until resolution. A materially different substitute requires Customer acceptance; declining it does not resolve the claim, establish breach, or suspend or restart the clock. A valid claim survives ordinary coverage expiry.

(c) Automatic delay credit. For a valid claim, Company shall credit 100% of the affected Coverage Slot's recurring or prepaid Plan fee allocable to each calendar day after the target until replacement delivery or effective termination, excluding documented Customer-caused suspensions and days Customer has a functioning Company-provided loaner meeting the accepted essential specifications at no additional loan charge. Later approval carries credit back to the original qualifying delay. Monthly credits use the fee divided by actual days in the applicable billing period; prepaid credits use the prepaid Plan fee divided by days in its term. Credits cover only fees charged for qualifying days and do not extend coverage or the minimum term. Company calculates credits at least monthly, applies them no later than the next billing statement, or pays them within 30 days after calculation if no further statement is scheduled. Billing and existing term dates otherwise continue. These credits do not replace the exchange obligation or nonwaivable remedies.

(d) Prolonged delay. If a timely claim has neither been fulfilled nor denied on supported grounds within 60 days after the Service Start Date, excluding only documented Customer-caused suspensions, Customer may continue awaiting performance with applicable credits or cancel the affected slot and unfulfilled exchange by written notice, without remaining minimum-term fees or the ordinary 30-day nonrenewal notice. Company may not cancel a valid claim merely because stock is unavailable. On that cancellation, Company shall return the Customer-owned Core at Company's expense within 10 Business Days and, within 30 days, refund unused prepaid fees, claim-specific charges for unprovided benefits, and any unapplied delay credits, without duplication. A loaner remains returnable under its approval. Core loss or damage is separately addressed under Article 13. Cancellation does not waive accrued claims or nonwaivable remedies for nonperformance.

8.4 Continuing coverage. On replacement delivery, it succeeds to the same active slot and existing term, rate, and history; the original is then owed for return, not independently covered. After expiry, succession is historical only; the replacement warranty still applies. A reversed advance restores prior coverage only where the original remains owned, eligible, and within its term. Valid paid purchase conversion retains the successor without resetting history; invalid enrollment creates no coverage by paying a purchase price.

8.5 Permanent transfer. Customer transfers Core ownership free of liens when Company accepts the correct Core for a qualifying exchange and delivers the exchange benefit. Company then retains the original permanently; Customer receives the replacement instead. Enrollment, evaluation, custody, or rejection alone does not transfer title. Replacement title and outbound risk pass on delivery to Customer, subject to its return/purchase duties. An accepted reversal restores ownership as recorded. Return risk follows Section 7.5. Customer grants a security interest in an advance and identifiable proceeds securing its valid unpaid purchase price and authorizes accurate lawful filings.

ARTICLE 9. REPLACEMENT WARRANTY

9.1 Period. Each Replacement Scope is warranted in working order and free from defects in materials and workmanship for the longer of 90 days from shipment or the remaining original one-year Prosidio warranty in its lineage. The original period remains measured from delivery of the originally purchased Prosidio scope. A replacement for a non-Prosidio original receives the 90-day floor absent another express warranty. Successive warranty replacements preserve the floor without restarting an original year.

9.2 Remedy and request. A complete defect request must reach the Portal or service@prosidio.com before the applicable warranty ends; when return is required, the correct unit must arrive within 30 days after the request. Company may inspect, repair, or replace with new or serviceable refurbished equipment and pays authorized standard warranty freight. These are the exclusive contractual remedies, subject to mandatory law. A timely request survives expiry. A denied warranty may be reclassified to an independently valid Plan on the same device/failure, original intake time, and return deadline, with applicable fees accepted.

9.3 Warranty advances. Advances for a replacement-warranty defect are discretionary and may require the short check; original product-warranty advances follow the Terms of Sale. Their accepted return/purchase and adverse-return duties still apply. No mandatory paid-Plan check arises merely because the customer also owns a Plan. Correcting the service basis after physical receipt is not a new advance requiring retrospective verification.

9.4 Separate benefits. The defect warranty excludes wear, nonfunctional cosmetic changes, accidents, misuse, unauthorized repair, incompatible equipment, improper storage, and noncompliant use/reprocessing. Ordinary accidents may qualify under the paid Plan. A warranty correction consumes no Plan allowance. Warranty rights continue for their stated period after Plan exhaustion or expiry.

ARTICLE 10. EXCLUSIONS AND CUSTOMER DUTIES

10.1 Exclusions. The Plan excludes loss, theft, disappearance, confiscation, cosmetic-only changes, pre-existing damage, intentional damage, abusive/reckless conduct beyond ordinary clinical accidents, and failures caused by unauthorized repair/modification, incompatible equipment, improper storage, or instruction-noncompliant use/reprocessing. It excludes fire, flood, earthquake, war, terrorism, riot, extraordinary external events, and nonmedical or unlawful use. The exclusion must relate to the actual failure or stated event.

10.2 Verification. Company may require provenance, identity, condition, and service evidence. Material misrepresentation, deliberate substitution, fabricated evidence, or intentional destruction permits denial, suspension, termination, and lawful recovery. Ordinary frequency is governed by the stated allowance, not an undisclosed numerical limit.

10.3 Responsibilities. Customer shall use trained personnel, inspect and maintain equipment, follow instructions and law, arrange backups, keep account/location records current, and cooperate with safety reporting and traceability. Patient information is excluded from ordinary returns and intake. Separate clinical-data services require appropriate accepted arrangements. Each party retains nondelegable legal duties.

ARTICLE 11. TERMS AND NONRENEWAL

11.1 Monthly minimum. First-time monthly enrollment of each new slot has its own 12-calendar-month minimum, then month-to-month continuation. A replacement inherits the existing commitment. Reactivation, renewal, or Plan conversion does not start a fresh minimum for the same continuing enrollment; original obligations and debts remain. A lapse provides no coverage. After the original minimum ends, approved reactivation is month-to-month. A completed paid year followed by accepted monthly continuation is immediately month-to-month.

11.2 Prepaid year. A fixed one-year purchase lasts 12 calendar months, beginning on qualifying delivery when sold with a new scope or approved activation for a standalone purchase. It expires without automatic renewal. Affirmatively purchased renewals may follow continuously; a later purchase has no gap coverage. Monthly continuation is separately accepted and normally begins after the prepaid term. An earlier conversion needs an agreed adjustment; it does not silently truncate prepaid coverage or duplicate charges.

11.3 Nonrenewal. Customer may stop renewal for selected slots through the Portal or service@prosidio.com. Except for cancellation under Section 8.3(d), coverage ends on the later of the original minimum end, 30 days after notice, or Customer's requested later date. Service and fees continue to that date, with final proration. Card removal, retirement, sale, loss, or row deletion does not cancel obligations. Disabling automatic future enrollment is a separate action.

11.4 Suspension/termination. Company may hold fulfillment for delinquency, deficient payment arrangements, material safety concerns, or supported fraud/eligibility issues. Nonpayment continuing 10 days after written notice permits prospective suspension or termination. Other material breach permits termination after 30 days' uncured notice; fraud and serious unlawful/safety conduct permit immediate action, subject to law. Expected check-authorization expiry is not default. Company may stop future renewal on 30 days' notice or discontinue legally restricted coverage. Customer-caused suspension leaves existing commitments effective to the extent lawful. Mandatory remedies and agreed releases are separate from ordinary nonrenewal.

11.5 Expiry. New failures after coverage ends are outside the Plan. Timely claims, valid return/purchase obligations, and remaining warranties survive. A replacement delivered after expiry creates no new paid term.

Legally required credits and unused prepaid amounts beyond effective termination are applied to lawful obligations; remaining refunds are paid within 30 days or earlier as required. Section 8.3 delay credits and cancellation refunds remain payable; earned fees otherwise are nonrefundable.

ARTICLE 12. HEALTHCARE COMPLIANCE

This is a bona fide equipment/service transaction, not remuneration for patient referrals. Customer shall retain and accurately report reportable discounts, credits, and warranty benefits. Company provides seller documentation and notices required by law or an applicable safe harbor relied upon. Each party complies with its applicable reporting duties.

ARTICLE 13. LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW AND SUBJECT TO THE EXCEPTIONS BELOW, COMPANY EXCLUDES INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AND PUNITIVE DAMAGES, LOST PROFITS, REVENUE, GOODWILL, DATA, AND CLINICAL DOWNTIME. AGGREGATE LIABILITY IS LIMITED TO PLAN FEES PAID DURING THE 12 MONTHS BEFORE THE FIRST RELATED CLAIM EVENT; FOR AN OUTRIGHT REPLACEMENT PURCHASE, THE CAP IS THE GREATER OF THAT AMOUNT OR ITS PAID PRICE. RELATED CLAIMS ARE AGGREGATED.

Custody exception. The monetary caps above do not apply to Company's liability for direct physical loss of or damage to Customer-owned equipment while in the custody or control of Company or its designated receiving, service, or storage agents, including rejected non-Prosidio equipment returnable under Section 7.9. Direct recoverable damages are measured by reasonable repair costs or, if repair is not reasonably practicable or economical, the reasonable cost of comparable equipment of the same make, model or closest available equivalent, age, and pre-loss condition, with credit for salvage retained by Customer and amounts recovered by Customer for the same loss. The general exclusions of consequential and similar damages still apply, subject to the exceptions below. Customer's inbound transit risk under Section 7.5 is unchanged.

Preserved obligations and remedies. The caps do not reduce or discharge express performance, return-of-property, refund, credit, or required accounting obligations, including those under Section 8.3. Nothing in this Article excludes or limits liability for Company's fraud, willful misconduct, or gross negligence, or any liability or remedy that cannot lawfully be limited, including applicable remedies when an exclusive remedy fails of its essential purpose. These limitations govern Customer's rights, not unrelated patients' claims.

EXCEPT FOR EXPRESS OBLIGATIONS, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE DISCLAIMED.

ARTICLE 14. INFORMATION AND INTELLECTUAL PROPERTY

Customer shall protect Company confidential commercial/technical information and restrict it to authorized users and advisers, subject to lawful-public, prior-knowledge, independent-development, unrestricted-source, and mandatory-disclosure exceptions. Company may process business, equipment, payment, and service records to administer, secure, and enforce the Plan and use lawful de-identified operational data. Applicable privacy/security duties apply. Company and licensors retain intellectual property. Portal access is limited to authorized account administration; Customer safeguards credentials and avoids unauthorized copying, modification, or reverse engineering, subject to applicable law/licenses.

ARTICLE 15. INDEMNITY

Customer shall defend, indemnify, and hold harmless Company and its personnel/affiliates against third-party claims and reasonable costs to the extent caused by Customer's negligent/unlawful clinical use, unauthorized modifications or representations, breach, contaminated returns, or lack of Core-transfer authority, as permitted by law. Company may control an inadequate or conflicted defense. Settlement imposing liability, an admission, or obligations requires Company consent. Delayed notice affects indemnity only to the extent of material prejudice.

ARTICLE 16. ASSIGNMENT AND FORCE MAJEURE

Customer needs written consent to transfer coverage, assign, or delegate; Company may assign receivables or transfer to an affiliate or business successor. No unauthorized pass-through benefits arise. Company is excused from affected performance delayed by events beyond reasonable control and may allocate supply or offer permitted alternatives, subject to Article 8 and mandatory law. Such events do not suspend Section 8.3 delay credits or cancellation rights. Accrued payments remain due subject to applicable credits and refunds; actual return obligations remain effective.

ARTICLE 17. DISPUTES

Delaware law governs, excluding conflicts rules and the United Nations Convention on Contracts for the International Sale of Goods, subject to mandatory law. New Castle County state courts and the federal District of Delaware have exclusive jurisdiction; Company may enforce judgments/collateral elsewhere. No pre-suit negotiation is required. Customer pays reasonable enforcement expenses to the extent Company substantially prevails, without duplicate recovery. EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES JURY TRIAL TO THE MAXIMUM EXTENT PERMITTED BY LAW.

ARTICLE 18. NOTICES AND CHANGES

18.1 Notice. Plan claims use Article 7; warranty requests use Article 9. Nonrenewal/legal notices may use the Portal, service@prosidio.com, or recorded business addresses. Email is effective on retrievable receipt without failure; Portal notices include an email alert; physical notices on delivery. Adverse notices need usable return instructions before the 14-day period starts. Mandatory methods control.

18.2 Senior management and revisions. Only Prosidio senior management may approve amendments, departures, or waivers, by a signed writing or other signed electronic record. Other personnel, distributors, and representatives lack that authority. Routine administration of existing rights is not amendment. Agreed changes require Customer acceptance; prospective standard renewal changes require 90 days' direct notice, a retainable copy, and any required consent, effective after the applicable minimum. Existing claims retain their governing terms. Mandatory changes follow law. Customer's non-reliance acknowledgment in Section 1.2 does not disclaim express contractual representations or warranties or liability that cannot lawfully be excluded. The signed-record requirement is subject to any applicable separate-signature requirement, including 6 Del. C. Section 2-209(2), and applicable statutory waiver rules.

ARTICLE 19. GENERAL AND ELECTRONIC RECORDS

This is the entire agreement on its subject. An isolated accommodation creates no continuing waiver. Invalid provisions are lawfully limited or severed. The parties are independent contractors. Indemnified persons may enforce their protection; otherwise no third-party contractual benefit is created. Accrued money, property, warranty, compliance, confidentiality, intellectual-property, indemnity, liability, and dispute duties survive as applicable. The parties consent to electronic contracting and records. Accepted transactions and attributable acceptance supply the evidence; no customer-specific completion of this attachment is necessary.