

Equipment and Program Loan Agreement

Agreement # C-----

13.2 Acquisition and Continued Licensing

Loaner will determine the availability of Loaned Items for Recipient's acquisition and any computer programs installed on Loaned Items for Recipient's continued licensing beyond the applicable Loan Period. Recipient must inform Loaner, prior to the end of the applicable Loan Period, of Recipient's interest in the acquisition of specific Loaned Items or the continued licensing of specific computer programs. Loaner will then notify Recipient in writing either 1) of the terms and conditions under which Recipient may acquire such Loaned Items or continue to license such computer programs or 2) that the Loaned Items are not available for acquisition or continued licensing. Purchase of Loaned Items will be governed by the provisions of the Loaner Customer Agreement and its applicable Attachments (or any equivalent agreement signed by both parties). Continued licensing of computer programs will be governed by the provisions of the applicable Loaner license agreement or another supplier's or publisher's license agreement. Loaner will identify to Recipient the applicable agreement which governs such licensing.

14.0 DISCLAIMER OF WARRANTY

LOANER PROVIDES LOANED ITEMS ON AN "AS IS" BASIS. LOANER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH ITEMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

15.0 PATENTS AND COPYRIGHTS

If the operation of a Loaned Item becomes, or Loaner believes is likely to become, the subject of a claim that it infringes a patent or copyright in the United States, Puerto Rico, or the country in which Recipient is authorized to have the Loaned Item, Recipient will permit Loaner, at its option and expense, either to secure the right for Recipient to continue using the Loaned Item or to replace or modify it so that it becomes non infringing. However, if neither of the foregoing alternatives are available on terms which are reasonable in Loaner's judgment, Recipient will return the Loaned Item upon Loaner's written request. Loaner will have no obligation with respect to any such claim based upon Recipient's modification of Loaner equipment, programs or programming or their combination, operation or use with any non-Loaner apparatus, data or programs. Loaner will not have any liability regarding patent or copyright infringement for non-Loaner Loaned Items. This Section states Loaner's entire obligation to Recipient regarding infringement or the like.

16.0 CONFIDENTIAL INFORMATION

The parties agree that all information exchanged hereunder will be non confidential. If the loan requires the exchange of confidential information or includes an unannounced Loaner product, such loan will also require that Recipient and Loaner enter into a separate confidentiality agreement.

17.0 LIMITATION OF REMEDIES

Loaner's entire liability and Recipient's exclusive remedy for actual damages from any cause whatsoever relating to the subject matter of this Agreement will be limited to the amount of \$25,000 or local currency equivalent. This limitation will apply, except as otherwise stated in this Section, regardless of the form of action, whether in contract or in tort, including negligence. This limitation will not apply to claims by Recipient for bodily injury or damage to real property or tangible personal property for which Loaner is legally liable. In no event will Loaner be liable for any lost profits, lost savings, incidental damages, or other economic consequential damages, even if Loaner has been advised of the possibility of such damages. In addition, Loaner will not be liable for any damages claimed by Recipient based on any third party claim. In no event will Loaner be liable for any damages caused by Recipient's failure to perform Recipient's responsibilities.

18.0 EXPORT AND IMPORT LAWS

Loaner and Recipient agree to comply with all applicable government export and import laws and regulations in relation to the Loaned Item. Upon Recipient's request, Loaner shall provide all information necessary to export and import the Loaned Item, computer programs installed on Loaned Item, or any Code provided under this agreement, including, as applicable, the Export Control Classification Numbers (ECCN) and subheadings or munitions list category number. Loaner represents and warrants that none of the Loaned Item, computer programs installed on the Loaned Item, or any Code provided under this agreement is controlled as a defense article under the U.S. International Traffic in Arms Regulation (ITAR) or is a defense article under any other country's laws or regulations.