

Pristine Surgical Evaluation Agreement

This **Customer Evaluation Agreement** and the attached Schedules shall constitute the entire Agreement between Pristine Surgical LLC (the “Company”), and _____ located at _____ (the “Customer”), pursuant to which Company will loan certain capital equipment, provide a limited number of no-charge disposable accessory products and provide access to related software as further identified on Appendix A and Appendix B herein (collectively, the “Products”).

1. **Evaluation Products.** This Agreement shall begin on the effective date indicated below (“Effective Date”) and shall remain in place for a period of no greater than 180 calendar days (the “Evaluation Period”) and shall not exceed the amount of Pristine Summit Single use Arthroscope devices identified on Appendix A that will be sold to Customer at no cost. The Products are provided to Customer for evaluation purposes only, and are provided by Company free of charge, so that Customer may determine whether and when to use, order, subscribe for, purchase or recommend the Products in the future. In no manner, does this agreement constitute an ongoing purchasing commitment beyond the quantity listed on Appendix A.
2. **Customer Obligations.** Customer shall use the Products only in accordance with Company-provided operating manuals and instructions for use. The Pristine IPU(s) and additional Pristine Products specified in Appendix B shall be maintained at the Customer’s place of business for the duration of this Agreement and not be relocated to other facilities without written consent of the Company. Customer shall have no ownership interest in the Pristine IPU or additional Pristine provided product in Appendix B; however, Customer is responsible for maintaining Company products in good condition and for using reasonable care in its handling and storage. Customer shall be responsible for any loss of or damage to the Products while located at Customer’s facility. Upon expiration or termination of this Agreement, the Products shall be removed from Customer’s facilities and returned to Company at Company’s expense. Customer shall maintain appropriate property insurance on the Products during the term of this Agreement to provide coverage against loss by theft, fire damage, acts of nature or other cause. Insurance values are available upon request from the company. The Customer agrees to allow Pristine representative(s) access to the IPU(s) and any additional Pristine inventory when not in patient use, to conduct inspections, audits, and verify the condition of the IPU and provide all upgrades.
3. **Company Retained Rights.** Except as necessary to use the Products as contemplated herein during the Evaluation Period, no rights or licenses, implied or otherwise, are granted under this Agreement to any of Company’s intellectual property, and Company retains all right, title in interest in any to its Products, including all intellectual property rights. If Customer provides Company with any feedback or suggestions (collectively, “Feedback”), Customer hereby assigns to Company all rights in the Feedback and agrees that Company shall have the right to use such Feedback and related information in any manner it deems appropriate without any compensation to Customer.
4. **Confidentiality.** Confidential information means any data or information disclosed by one party to the other party that is not generally known to the public and is identified as confidential or by its nature or under the circumstances surrounding its disclosure should be reasonably considered confidential (“Confidential Information”). Each party agrees to hold the Confidential Information of the other party in strict confidence and to protect it from disclosure with the same degree of care that it uses to protect its own information of like importance. Each party shall limit the disclosure of Confidential Information to employees who have a reasonable need to know and who are under a duty of confidentiality no less restrictive than the obligations set forth herein. The parties acknowledge that the terms of this Agreement are to be considered as Confidential Information. The provisions of this Section 4 shall survive termination of this Agreement.
5. **No Warranties.** THE PARTIES AGREE THAT THE PRODUCTS, INCLUDING ANY ASSOCIATED SOFTWARE, ARE BEING PROVIDED FOR EVALUATION PURPOSES, AND THUS WITHOUT ANY WARRANTY WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL PHILIPS BE LIABLE FOR ANY ECONOMIC LOSS, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, OR DAMAGES RESULTING FROM THE LOSS OF USE OR USE OF THE EQUIPMENT.

IN WITNESS WHEREOF, each Party has executed and delivered this Agreement as of the date respectively set forth underneath such Party’s name below.

COMPANY:

AUTHORIZED CUSTOMER:

Pristine Surgical LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Effective Date: _____

Appendix A – Evaluation Products

Pristine SKU #	Pristine Equipment Placement	Qty	No Charge PO (attach if applicable)
PS-ART001	Pristine Summit Single Use Arthroscope		
TVST-6-104	Cannuflow TwoVu Cannula		

Appendix B – Pristine Owned Evaluation Products

Pristine SKU #	Pristine Equipment Placement	Qty	No Charge PO (attach if applicable for receiving purposes)
PS-IPU001-KIT	Pristine Summit Image Processing Unit Loaner Kit		
PS-4KM01	Pristine 4k Monitor Loaner Kit		
PS-S3C	Pristine Summit Evaluation Single Shelf Loaner Kit		

Supplemental Evaluation. If applicable, the customer will provide reasonable feedback to company with respect to Customer’s use of the Cannuflow TwoVu TVST-6-104 (listed in Appendix A) during the evaluation period.