

**ClearPoint Neuro, Inc.**  
**Standard Terms and Conditions of Sale (Disposables)**

1. **Contract.** This invoice contains the terms and conditions that apply to the purchase by you ("Customer") from ClearPoint Neuro, Inc., a Delaware corporation ("CLPT"), of the products described on this invoice ("Products"). By accepting delivery of any portion of the Products, Customer agrees to be bound by and accepts these terms and conditions. Inconsistent or additional terms or conditions in any order or other writing by Customer (in whatever form or whether preceding or succeeding the order date) will not constitute terms and conditions of purchase and sale between CLPT and Customer and CLPT expressly rejects and does not accept them.

2. **Use of Products.** Customer agrees and represents that it is purchasing the Products solely for Customer's own internal use and that the Products will not be resold, exported or reshipped to any third party. All clinical and medical treatment and diagnostic decisions are the responsibility of Customer and its professional healthcare providers.

3. **Product Prices.** Product prices are stated in U.S. dollars, and they do not include any applicable sales, use, excise, service or other similar taxes.

4. **Payment.** Any order received by CLPT is subject to credit approval. Customer authorizes CLPT to request and obtain Customer's credit report from credit reporting agencies and authorizes such credit reporting agencies to disclose it to CLPT for the purpose of completing Customer's order. Payment of the full invoiced amount is due on delivery, and Customer will pay that amount to CLPT within thirty (30) days from the date of invoice.

5. **Title; Shipment.** Title and risk of loss to the Products passes to Customer upon delivery to customer's designated delivery location. Products will be shipped to the address indicated on Customer's account. Shipping and-handling charges to Customer are shown on the invoice.

6. **Shipment Variances.** Customer will notify CLPT if Customer receives any Product that Customer did not order or if there is any Product missing from Customer's shipment (in either case, a "variance"). CLPT will not be responsible for any variance unless Customer notifies CLPT of the variance within five (5) days after delivery of the Products to Customer. Customer will be deemed to have accepted Products five (5) days after delivery of the Products to Customer.

7. **Return of Products.** Customer must obtain CLPT's authorization before returning any Product. Any returned Product must be in the original packaging and packed in a second container (i.e., external packaging). A Returned Product Authorization ("RPA") number obtained from CLPT must be clearly identified on the external packaging of any returned Product. Information required to obtain the RPA number includes, without limitation, the Product catalog number, the quantity of Product to be returned, the reason for the return, the CLPT invoice number and the invoice date. Customer must prepay shipping charges on any returned Product, unless the Product is returned for repair or replacement under warranty or the Product was shipped in error by CLPT. Products shipped to Customer in error by CLPT will be fully credited to Customer's account. Otherwise, Products returned to CLPT within 60 days of the invoice date in saleable condition will be credited to Customer's account, subject to a 15% reprocessing fee that will be deducted from Customer's return credit. "Saleable condition" means that a Product is received at CLPT's facility in its original condition for resale by CLPT (e.g., the packaging has not been damaged or defaced; the Product has not been opened or used, etc.) Notwithstanding any of the foregoing to the contrary, the following Products are not eligible for return to CLPT or credit to Customer's account: (1) any Product returned without the RPA number; (2) any Product returned more than 60 days after the invoice date; or (3) any Product that has been opened or used or is not otherwise in saleable condition.

8. **Limited Warranty and Limitation of Liability.** CLPT warrants to Customer that, for the applicable Product Warranty Period, (1) the Products will be free from defects in material and workmanship under normal use, (2) the Products will conform in all material respects with the applicable written technical specifications for such Products, and (3) when used in accordance with the applicable user manual, technical specifications, instructions for use and labeling regarding the operation and use of the Products as made available by CLPT to Customer ("Documentation"), the Products are fit for the purposes and indications described in such Documentation. If Customer promptly notifies CLPT of Customer's warranty claim during the applicable Product Warranty Period, CLPT will, at its option, repair, adjust or replace the non-conforming Product. The foregoing expresses Customer's sole and exclusive remedy, and CLPT's sole and exclusive liability, for any breach of warranty with respect to the Products. CLPT will not have any obligation to Customer hereunder if the warranty claim results from or arises out of: (a) any repair, modification or alteration of a Product by Customer or any third party without the express written consent of CLPT; (b) failure of Customer to use or maintain the Product in accordance with applicable Documentation; (c) use of the Product with accessories, devices, instruments or software that are not approved by CLPT; (d) any cause external to the Product or beyond CLPT's reasonable control; or (e) abuse, negligence or accident. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTY AND REMEDY SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. CLPT DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IN CONNECTION WITH ANY PRODUCT, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. IN NO EVENT WILL CLPT BE LIABLE FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, LOSS OF STORED OR TRANSMITTED DATA, OR INCIDENTAL, UNFORESEEN, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF ANY PRODUCTS OR INABILITY TO USE ANY PRODUCTS, EVEN IF CLPT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL AGGREGATE LIABILITY, IF ANY, OF CLPT FOR ALL DAMAGES AND BASED ON ALL CLAIMS ARISING FROM OR IN CONNECTION WITH THESE TERMS AND CONDITIONS, OR ARISING FROM A PRODUCT, LICENSED SOFTWARE, OR SERVICE PROVIDED HEREUNDER, IS LIMITED TO THE AMOUNTS PAID BY THE CUSTOMER TO CLPT FOR THE PRODUCT, LICENSED SOFTWARE, OR SERVICE WHICH GAVE RISE TO THE LIABILITY. For purposes of this paragraph, the "Product Warranty Period" will mean (i) for any Product having an expiration date, the period of time up to such stated expiration date, and (ii) for any Product not having an expiration date, a period of one (1) year from the date the Product is delivered to Customer.

9. **Force Majeure.** Each party shall be excused from performing its obligations if such delay or default is caused by events beyond its reasonable control, including, but not limited to, acts of God, acts of any civil or military authority, fire, floods, war, embargoes, labor disputes, riots, accidents, terrorism, national emergency, strikes, the failure of its subcontractors or suppliers, pandemics, epidemics, viral outbreaks, or by any other cause not within the control of the party whose performance is interfered with which, by the exercise of reasonable diligence, such party is unable to prevent, whether of the class or causes enumerated above or not. The obligation to make payment for Products shall never be excused by a force majeure event. For the sake of clarity, any supply chain or operational disruption due to COVID-19 shall be considered a force majeure event.

10. **Indemnification.** To the maximum extent permitted by applicable law, Customer hereby assumes all liability for, and agrees to indemnify, defend and hold harmless CLPT from and against, any and all liabilities, losses, damages, claims (including claims arising in contract, tort, strict liability or otherwise) and expenses (including reasonable attorney's fees) relating to or arising from. Customer's negligence or willful misconduct (or that of its medical staff, employees, agents, representatives or affiliates) in using or possessing any Product.

11. **Notices.** Any notice hereunder must be sent by mail or nationally recognized, overnight courier (i) if to Customer, at the address indicated by Customer in relations to its account for Product orders; or (ii) if to CLPT, at 120 S. Sierra Ave., Suite 100, Solana Beach, CA 92075, Attention: Chief Financial Officer.

12. **Compliance with Law and Reporting.** Each party shall comply with all laws, rules, and regulations applicable to the party in connection with the performance of its obligations in connection with this transaction, including, but not limited to, those relating to affirmative action, fair employment practices, FDA, Medicare fraud and abuse, and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

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Each party represents and warrants to the other party that it is not excluded from participation in any Federal Health Care Program or debarred, suspended, or otherwise excluded from participating in any other federal procurement program or activity. In the event of a party's breach of this section, the other party may terminate the transaction immediately without further penalty or liability. Pursuant to applicable legal requirements, device manufacturers are required to report data annually on any items of value, including, but not limited to, fees, meals, educational items, gifts, expense reimbursements and other payments or items of value ("payments"), provided to health care professionals and health care organizations. Customer agrees that CLPT may report and publicly disclose such payment information, including, but not limited to, Customer's name, the amount of CLPT's payment, if any, and a description of the payment. The parties acknowledge that the Product prices may reflect discounts, rebates, or other reductions in price (collectively, "discounts"), and it is their intention that such discounts shall be administered consistent with the discount safe harbor to the federal anti-kickback statute (42 USC 1320a-7b(B)(3)(A)) and the related regulatory discount safe harbor (42 CFR 1001.952(h)). CLPT will reflect when a discount applies on invoices or alternative documents, and Customer may request additional documentation of purchases and discounts hereunder as necessary to facilitate appropriate reporting. To the extent and as required by applicable law, regulations, or other contractual obligations, it is Customer's responsibility to appropriately report or reflect such discounts, including any bundled discounts, on cost reports or claims submitted to third party payors, including but not limited to federal or state health care programs. The sole purpose of the transaction underlying these terms and conditions is to enter into a commercially reasonable and fair market value arrangement. The parties in good faith believe that the transaction fully complies with the provisions of 42 U.S.C. 1320a-7b (the "Anti-Kickback Statute"). Neither party is, by virtue of this transaction or otherwise, knowingly or willfully offering, paying, soliciting, or receiving remuneration in return for referring an individual to or from the other party for the furnishing of any item or service reimbursed under any government health care programs. The Product prices does not take into account the volume or value of any referrals or business otherwise generated between the parties for which payment may be made in whole or in part under Medicare or any other government health care programs.

13. Miscellaneous. These terms and conditions may not be amended, modified or altered except by a writing signed by both parties. Notwithstanding the foregoing, Customer understands and acknowledges that CLPT may amend, revise or update its Standard Terms and Conditions of Sale from time to time. Customer's obligations hereunder may not be assigned without the prior written consent of CLPT. No delay on the part of either party in exercising any right, privilege hereunder will operate as a waiver thereof. These Terms and Conditions will be governed by and construed in accordance with the laws of the state where the Products are delivered, without regard to any conflict of laws principles. Whenever possible, each provision of these Terms and Conditions will be interpreted in a manner to be effective, valid and enforceable. If, however, any provision of these Terms and Conditions is held to be illegal, invalid or unenforceable under any present or future law, then such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or the remaining provisions of these Terms and Conditions. Furthermore, Customer and CLPT will negotiate in good faith a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and still have such similar provision be construed and enforced as legal, valid, and enforceable.