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This DVI Matrix Switchers Loaner Contract (the "Contract") is made and entered into as of [DATE], by and between **[LENDER]**, a [STATE] corporation with its principal place of business at [ADDRESS] (the "Lender"), and **[BORROWER]**, a [STATE] corporation with its principal place of business at [ADDRESS] (the "Borrower").

In consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

**1. Loan of DVI Matrix Switchers**

The Lender hereby loans to the Borrower, and the Borrower hereby borrows from the Lender, one (1) DVI Matrix Switchers (the "Switch"). The Switch is in good working condition and free from defects.

**2. Term of Loan**

The term of this loan shall be for a period of [NUMBER] days, commencing on the date of this Contract and ending on [DATE].

**3. Use of Switch**

The Borrower shall use the Switch for its internal purposes only and shall not rent, lease, or otherwise transfer the Switch to any third party.

**4. Maintenance and Repair**

The Borrower shall be responsible for all maintenance and repairs to the Switch during the term of this loan.

**5. Return of Switch**

Upon the expiration or termination of this loan, the Borrower shall return the Switch to the Lender in good working condition and free from defects.

**6. Damage to Switch**

If the Switch is damaged during the term of this loan, the Borrower shall be responsible for the cost of repairs.

**7. Liability**

The Lender shall not be liable for any loss or damage to the Borrower or its property arising out of or in connection with this loan.

**8. Entire Agreement**

This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

**9. Modification**

This Contract may not be modified or amended except in writing, signed by both parties.

**10. Waiver**

No waiver of any provision of this Contract shall be effective unless in writing and signed by both parties.

**11. Severability**

If any provision of this Contract is held to be invalid or unenforceable, such provision shall be struck from this Contract and the remaining provisions shall remain in full force and effect.

**12. Governing Law**

This Contract shall be governed by and construed in accordance with the laws of the State of [STATE].

**13. Notices**

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person, upon the first business day following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested, addressed as follows:

If to Lender:

[LENDER]  
[ADDRESS]

If to Borrower:

[BORROWER]  
[ADDRESS]

Or to such other addresses as either party may designate in writing from time to time.

**14. Counterparts**

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first written above.

**[LENDER]**

By: [Signature]  
Printed Name: [Printed Name]

**[BORROWER]**

By: [Signature]  
Printed Name: [Printed Name]